



STATEMENT OF COMMON GROUND – PEABODY: 8.1.15

DECARBONISATION

Cory Decarbonisation Project

PINS Reference: EN010128

May 2025

Revision B

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1. INTRODUCTION

1.1. Purpose of the Statement of Common Ground

- 1.1.1. A Statement of Common Ground (SoCG) is a written statement produced during the application process for a Development Consent Order (DCO) and is prepared jointly by the applicant and another party.
- 1.1.2. Paragraph 007 of the Ministry of Housing, Communities and Local Government (MHCLG, formerly Department for Levelling Up, Housing and Communities) guidance entitled 'Planning Act 2008: Examination stage for Nationally Significant Infrastructure Projects'¹ (30 April 2024) (hereafter referred to as MHCLG Guidance) describes a SoCG as follows:

"A Statement of Common Ground (SoCG) is a written statement prepared jointly by the applicant and another party or parties, setting out any matters on which they agree, or indeed disagree. A SoCG helps to ensure that the evidence at examination focusses on the material difference between the main parties and therefore makes best use of the lines of questioning pursued by the Examining Authority."
- 1.1.3. This SoCG has been prepared in accordance with the MHCLG Guidance. The aim of a SoCG is to assist the Examining Authority in examining the DCO by providing an understanding of the status of discussions or negotiations between the applicant and the other party. The effective use of the SoCG aids an efficient examination process.
- 1.1.4. A SoCG may be submitted to the Planning Inspectorate either prior to the start of, or during, an Examination and is updated as necessary, or as requested, during the Examination.
- 1.1.5. This SoCG has been prepared on behalf of Cory Environmental Holdings Limited (the Applicant). It accompanies the application for a DCO (the DCO Application) in relation to the Cory Decarbonisation Project in Bexley, London. The DCO Application has been made in accordance with Section 37 of the Planning Act 2008 (as amended) and submitted to the Secretary of State (the SoS) of the Department for Energy Security and Net Zero (DESNZ).
- 1.1.6. The DCO, if granted, would authorise the construction, operation, maintenance and decommissioning of the Cory Decarbonisation Project (the Proposed Scheme). The Proposed Scheme is to be located at Norman Road, Belvedere in the London Borough of Bexley (National Grid Reference/NGR 549572,180512).
- 1.1.7. The Proposed Scheme is described in **Chapter 2: Site and Proposed Scheme Description** of the **Environmental Statement (Volume 1) (ES, APP-051)** and includes:

¹ <https://www.gov.uk/guidance/planning-act-2008-examination-stage-for-nationally-significant-infrastructure-projects>

- the Carbon Capture Facility (including its associated supporting plant and ancillary infrastructure);
- a Proposed Jetty to allow for export of the captured carbon by vessel;
- a Mitigation and Enhancement Area;
- Temporary construction compounds; and
- Utilities Connections and Site Access Works.

1.2. Introduction To Peabody Trust

- 1.2.1. Peabody Land Limited and Tilfen Land Limited (owned by the parent entity, Peabody Trust, a registered society with UK registered number RS007741), together referred to as “Peabody” is one of the UK’s oldest not-for-profit housing associations.
- 1.2.2. It owns land within the DCO Application’s red-line boundary and within the BNG Opportunity Area. It is a relevant party with which to prepare a SoCG.
- 1.2.3. More specifically, Peabody is the freeholder owner of the following plots of land within the DCO Application’s red-line boundary, as are listed in the **Book of Reference (REP5-007)** and identified on the **Land Plans (REP5-003)**: 1-001, 1-002 and 1-003 (Peabody Land Limited), and 1-004, 1-006, 1-013, 1-015, 1-018, 1-029, and 1-031 (Tilfen Land Limited).
- 1.2.4. In terms of the BNG Opportunity Area, Peabody is the freehold owner of the land known as the Former Thamesmead Golf Course (‘FTGC’), on the Thamesmead Estate in registered title SGL609070.
- 1.2.5. This SoCG addresses topics of interest to Peabody and has been prepared between Peabody and the Applicant (jointly referred to as the Parties) in relation to the DCO Application.

1.3. Statement of Common Ground Structure

- 1.3.1. Section 2 summarises all engagement to date of relevance to this SoCG and Section 3 details whether matters are Agreed, Under Discussion or Not Agreed between the Parties.
- 1.3.2. In respect of matters relevant to the Proposed Scheme, but not referred to in this SoCG, Peabody has not made any further comments at this point.
- 1.3.3. This SoCG is a document that has been expected to evolve during the Examination, concluding with this final version, that confirms the Parties’ positions on relevant matters, before the close of the Examination.

2. RECORD OF ENGAGEMENT

2.1.1. A summary of the meetings and correspondence that has taken place between the Applicant (Cory) and Peabody in relation to the Proposed Scheme is outlined in **Table 1** below. There has been email correspondence between the Parties to discuss the sharing of information, arrangement of meetings and to share comment on draft documentation, not all of which has been reported.

2.1.2. **Table 1** focusses on the key meetings and emails of note that have taken place between the Parties.

Table 1 Schedule of Meetings and Correspondence during the Pre-Application Stage

Date	Form of Engagement	Summary of Matters Dealt with in Correspondence/ Meeting
22/03/2023	First introductory meeting	<p>Key Topics</p> <p>Project introduction, including use of Norman Road Field and FTGC for mitigation and/or BNG provision.</p> <p>Consideration of Living in the Landscape, setting out Peabody's vision and priorities.</p> <p>Key Outcomes</p> <p>Cory provided copy of presentation.</p> <p>Second introductory meeting arranged with other Peabody colleagues.</p>
27/04/2023	Second introductory meeting	<p>Key Topics</p> <p>Project introduction, including use of Norman Road Field and former Thamesmead Golf Course for mitigation and/or BNG provision.</p> <p>Key Outcomes</p> <p>Peabody issued ecology surveys to Cory and Cory provided management plans for biodiversity net gain sites.</p>

		<p>Cory organised a site visit.</p> <p>Cory provided copy of the Scoping Report and link to PINS website.</p>
29/06/2023	Riverside Site Visit	<p>Key Topics</p> <p>Discussion of the Proposed Scheme, including introduction to masterplanning from LDA Design.</p> <p>Discussion recognised benefits to be gained through adjusted management of the landscape; biodiversity and access/connections/routes.</p> <p>Discussion recognised potential of FTGC for additional BNG.</p> <p>Key Outcomes</p> <p>Peabody recognised potential for use of the FTGC for additional BNG and open to further discussions.</p> <p>All agreed a walk over of the FTGC.</p>
03/08/2023	FTGC walk over	<p>Key Topics</p> <p>Purpose of the walk over: to identify opportunities/options that could be funded/provided as part of Cory Decarbonisation Project.</p> <p>Summary of 'Pathway to Thames' initiative; to improve access, connectivity and safety between Thamesmead homes and River Thames.</p> <p>Key Outcomes</p> <p>Better understanding of layout of FTGC and Peabody priorities.</p> <p>Cory to prepare for Peabody's Senior Management Team meeting.</p>
09/08/2023	Peabody Senior Management Team (SMT) meeting	<p>Key Topics</p> <p>Purpose of the meeting: To progress dialogue in relation to securing mitigation for impacts arising on Crossness LNR as a result of the Cory Decarbonisation Project. Cory looking to secure a</p>

		<p>proportionate response to present as part of the DCO application, building on the identified synergies and alignment with the opportunities and needs at Thamesmead (as identified in Peabody's 'Living in the Landscape' vision) and the project mitigation requirements.</p> <p>Key Outcomes</p> <p>SMT confirmed happy to continue discussions.</p>
14/08/2023	Update meeting	<p>Key Topic</p> <p>Preliminary discussion of how the mechanics for the enhancements on Peabody land would work.</p> <p>Discussion of how to progress design at FTGC and the funding mechanism(s) for delivery.</p> <p>Discussion of integrated management of Norman Road Field as part of CLNR. Peabody suggestion Cory buy Norman Road Field – potential for both biodiversity and connections enhancement.</p> <p>Draft LaBARDS-type document to be prepared for DCO application, with full details to be finalised post-consent.</p> <p>Key Outcome</p> <p>Agreed that LUC would maintain design role for FTGC, but with LDA input re BNG requirements. Recognised 30-year maintenance and monitoring requirement.</p>
30/08/2023	Update meeting	<p>Key Topic</p> <p>Cognisant of forthcoming statutory consultation, discussion of Peabody engagement methods with residents and which would be relevant for Cory to use.</p> <p>Update on masterplanning work completed to date, looking at both Norman Road Field and FTGC as delivery options. Also considering impact on MOL and public open space, including connections, as part of overarching design.</p>

		Key Outcome All agreed continue discussions, potentially drawing in Thames Working Group.
04/09/2023	Introductory Land Meeting	Key Topic Discussion of history of Norman Road Field. Tilfen had gained consent for Veridion Park (then called East Thameside Business Park) and undertaken environmental mitigation in Norman Road Field, primarily creation of two scrapes and grassland with horse grazing. Land is leased under grazing rights, paths and bridges are checked fairly regularly and maintenance is undertaken on an ad hoc basis where required. An Environmental Management Plan had been prepared at the time of creating the scrapes, but not updated since. Key Outcome Peabody to provide copy of Environmental Management Plan if it could be found in files. The Environmental Management Plan has not been found.
07/09/2023	Communications Meeting	Key Topic To achieve clear lines of communication for Peabody and its residents regarding the Cory Decarbonisation Project. General discussion of consultation strategy including placement of notices etc. Peabody gave additional suggestions. Key Outcome To stay engaged across the communications teams.

11/09/2023	Update Meeting	<p>Key Topic</p> <p>Discussion of work programme to submission, including focus of locations for ongoing mitigation and enhancement work.</p> <p>Key Outcome</p> <p>Ongoing discussion</p>
11/10/2023	Consultation materials review meeting and consequent discussion	<p>Key Topic</p> <p>Discussion of materials prepared for statutory consultation.</p> <p>Key Outcome</p> <p>Agreed materials</p>
17/10/2023	Update Meeting	<p>Key Topic</p> <p>Discussion of current 'wishlist' at both Norman Road Field and FTGC and Peabody aspirations.</p> <p>Discussion of connections opportunities.</p> <p>Key Outcome</p> <p>To provide narrative of proposals to Peabody to provide direction of travel for future meetings</p>
02/11/2023	Land meeting	<p>Key Topic</p> <p>Presentation of the Proposed Scheme, including design evolution and current mitigation strategy.</p> <p>Discussion of graziers on Norman Road Field.</p> <p>Update on forthcoming consultation events and consideration of ensuring updating the grazier prior to those events.</p> <p>Discussion of land rights.</p> <p>Key Outcome</p> <p>Ongoing discussion</p>

20/11/2023	Mitigation and BNG Delivery Meeting	<p>Key Topic</p> <p>Project overview to set context for new attendees.</p> <p>Discussion of the works sought on Norman Road Field, focus on improved biodiversity through managed water levels, with potential for improved footpaths and eg boardwalks.</p> <p>Discussion of skeleton note on delivery mechanism (provided pre-meeting). DCO address the planning elements, with proposed agreements behind it to ensure no property impediment.</p> <ul style="list-style-type: none"> • Norman Road Field mitigation within red line boundary, with agreement; and • FTGC through separate s.106. <p>Discussion of long-term management, including its financial provision.</p> <p>Key Outcome</p> <p>Undertakings to be progressed.</p>
28/11/2023	Site visit with Peabody grazier	<p>Key Topic</p> <p>Project overview given whilst walking over the site.</p> <p>Grazier set out current use of the land and key challenges.</p> <p>Key Outcome</p> <p>Shared Cory team contact details and consultation material.</p>
28/11/2023 and 15/12/2023	Statutory Consultation response	<p>Written submission from Peabody</p>
05/01/2024	Correspondence	<p>Letter: Cory response to Peabody submissions, including an explanation of why the FTGC is outside the DCO Application's red-</p>

		<p>line boundary and a summary of the Applicant's approach to site assessment.</p> <p>Email: Providing copy of that letter and notification of change to red line boundary (in addition to statutory notification).</p>
02/04/2024	Correspondence	<p>Email: Notification of submission of the application and that property related information was being shared between the land agents.</p>
14/05/2024	Correspondence	<p>Email: Notification of the start of relevant representations period (in addition to statutory notification).</p>
19/06/2024	Correspondence	<p>Email: Seeking Peabody relevant representations prior to PINS issuing, received statement registering Peabody as an Interested and Affected Party.</p>
10/07/2024	FTGC Approach Meeting	<p>Key Topic</p> <p>Discussion on BNG design approach and responsibilities.</p> <p>Key outcome</p> <p>Commitment to provide a feasibility report on whether the Applicant's BNG Opportunity Area could accommodate the Proposed Scheme's desired BNG outcome, while responding to Peabody's own initiatives.</p>
29/07/2024	FTGC Design Meeting 1	<p>Key Topic</p> <p>Overview of design work undertaken for FTGC to date.</p> <p>Discussion of ecology baseline and of land available for BNG request.</p> <p>Key Outcome</p> <p>Agreement on desired outcomes:</p>

		<ul style="list-style-type: none"> • To prepare jigsaw of habitats and options across the FTGC that will deliver both Pathway to Thames and BNG request. • Consideration of other areas owned by Peabody if FTGC is not able to support all BNG request. • Seek to identify limits of what can/can't be delivered by end August. • Seek to submit appropriate documentation to Examination prior to the Preliminary Hearing.
08/08/2024	FTGC Design Meeting 2	<p>Key Topic</p> <p>Discussion of ecology baseline.</p> <p>Discussion of different habitat types sought and opportunities for alternatives.</p> <p>Review of red line.</p> <p>Key Outcome</p> <p>Identified actions to progress design options.</p>
20/08/2024	FTGC Design Meeting 3	<p>Key Topic</p> <p>Discussion of emerging design options (provided pre-meeting).</p> <p>Key Outcome</p> <p>Identified actions to progress design options..</p>
10/09/2024	FTGC Design Meeting 4	<p>Key Topic</p> <p>Discussion of evolving design</p> <p>Key Outcome</p> <p>Identified actions to progress design options.</p>

08/10/2024	Correspondence	CBRE (on behalf of Peabody) spoke with Ardent (on behalf of the Applicant) and acknowledged receipt and to take instruction before reverting.
10/10/2024	FTGC Design Meeting 5	<p>Key Topic Discussion of evolving design</p> <p>Key Outcome All parties content with indicative scheme which is appended to this SoCG.</p>
10/10/2024	SoCG meeting	Meeting to discuss draft SoCG ready for submission to examination (22.10.2024)
14/11/2024	Email	Cory provided draft Deed of Agreement for the FTGC.
December 2024 – April 2025	Emails, letters, meetings and phone calls	The Parties and their respective advisers have exchanged numerous emails, letters, and phone calls to discuss and progress the Deeds of Obligation in relation to the Norman Road Field and the FTGC, and the Heads of Terms for an option agreement over the Norman Road Field and Heads of Terms for commercial arrangements for FTGC.
01/05/2025	Meeting	All parties meeting to progress the Deeds of Obligation in relation to the Norman Road Field and the FTGC, and the Heads of Terms for an option agreement over the Norman Road Field.

2.1.3. It is agreed that this is an accurate record of the key meetings and consultation undertaken between the Applicant and Peabody in relation to the issues addressed in this SoCG as at the date of this SoCG.

- 2.1.4. The issues and matters highlighted in **Table 2** summarise the key issues that have been in discussion between the Parties.

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3. ISSUES

3.1. Terminology

3.1.1. The phrasing used in this SoCG are understood to have the following meanings:

- “Agreed” indicates where the issue has been resolved;
- “Under Discussion” indicates where these points are the subject of ongoing discussion wherever possible to resolve, or refine, the extent of disagreement between the Parties; and
- “Not Agreed” indicates a final position of the Parties that is not agreed.

3.1.2. It can be taken that any matters not specifically referred to in this section of this SoCG are not of material interest or relevance to Peabody’s representation and therefore have not been considered in this document.

3.2. MATTERS AGREED

3.2.1. Table 2 below details the matters Agreed between Peabody and the Applicant (Cory).

Table 2 Matters Agreed

Topic	Sub-topic	Details of Matters Agreed
Design of the Proposed Project	Design approach	The design elements, as expressed through the Design Approach Document (REP6-005 to 007) , Design Principles and Design Code (REP5-009) and the Outline Landscape, Biodiversity, Access and Recreation Delivery Strategy (AS-094) present an appropriate approach that fits with Peabody’s general environmental aspirations for the FTGC.
	People and Place	That the Design Principles in relation to people and place are appropriate in respect of the FTGC.

Environmental Mitigation and Enhancement Opportunities	Norman Road Field	<p>The Outline Landscape, Biodiversity, Access and Recreation Delivery Strategy (AS-094) presents an appropriate approach for this land for habitat enhancement and that suitably accommodates grazing.</p> <p>The current management regime for Norman Road Field is substantially achieved through grazing by horses, with restoration and maintenance undertaken on an ad hoc basis. Management has been undertaken in accordance with the planning commitments relevant to this land.</p>
	Former Thamesmead Golf Course	<p>The Parties agree that the totality of the off-site BNG requirements of the Proposed Scheme can be appropriately accommodated on the FTGC, with positive outcomes for the delivery of Peabody's aspirations for this area. Appendix A to this SoCG presents a design deemed acceptable in principle to both parties but not yet formally agreed between the Parties.</p>
Improving Connectivity	Norman Road Field	<p>The Outline Landscape, Biodiversity, Access and Recreation Delivery Strategy (AS-094) presents an appropriate approach to improving connectivity in this area.</p>
	FTGC	<p>Through ongoing discussions regarding the design of this land, the Parties agree that the suggestions for improvements to be made to the FTGC and connections to and from it through the Application and the BNG Opportunity Area will improve access and connectivity to the River Thames and will contribute to the achievement of Peabody's connection initiative, 'Pathway to the Thames'. A design in principle is shown at Appendix A.</p>
Other	Land within/without the red line boundary	<p>The Parties agree that the Norman Road Field is appropriately placed within the red line boundary and that the FTGC is appropriately placed outside. It is also appropriate for the proposals intended for the FTGC to</p>

		be progressed through a s.106 agreement and related commercial agreement(s).
	Compulsory acquisition	Heads of Terms have been shared in regard to the transfer of the Norman Road Field from Peabody to the Applicant. The Parties agree that they will seek to establish and follow an appropriate approach in negotiating the terms of the transfer, having agreed an undertaking and will continue discussions to facilitate the same, and both acknowledge the merits of pursuing a voluntary agreement. Please see the attached joint position statement at Appendix B.

3.3. MATTERS UNDER DISCUSSION

3.3.1. Table 3 below details the matters Under Discussion between Peabody and the Applicant (Cory).

Table 3 Matters Under Discussion

Topic	Sub-topic	Details of Matters Under Discussion
Compulsory Acquisition	Voluntary Agreement	<p>The Parties have not yet agreed on the terms for a voluntary acquisition of the Norman Road Field.</p> <p>Cory has proposed that the acquisition is subject to the grazing tenancy. Cory is engaging with the current grazier and provision for them is included in the Outline LaBARDS (AS-094).</p>
Deeds of Obligation	S106 Agreement	<p>A joint position statement on planning obligations has been prepared and is appended to this Statement of Common Ground at Appendix B.</p>
Land-based infrastructure	Construction phase	<p>Peabody are still considering the Outline Code of Construction Practice (REP5-013) to understand whether it provides appropriate protection.</p> <p>Peabody are still considering the Framework Construction Traffic Management Plan (REP5-015) to understand whether it provides appropriate measures for the management of lorry movements.</p>

3.4. MATTERS NOT AGREED

3.4.1. Table 4 below details the matters Not Agreed between Peabody and the Applicant (Cory).

Table 4 Matters Not Agreed

Topic	Sub-topic	Details of Matters Not Agreed
		There are currently no Matters Not Agreed

4. NOT USED

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5. APPENDIX A: AGREED IN PRINCIPLE, DESIGN FOR BNG AT FORMER THAMESMEAD GOLF COURSE

- 5.1.1. Figure 5.1, over the page, presents the design agreed in principle between Peabody and Cory for BNG provision at Former Thamesmead Golf Course. The white areas are those not affected by the BNG proposals.
- 5.1.2. The BNG provision has been designed to deliver what is required for the Proposed Scheme and to align with Peabody's aspirations expressed through its initiative 'Pathway to the Thames'.

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Figure 5.1: Agreed in principle, design for BNG at Former Thamesmead Golf Course



6. APPENDIX B: POSITION STATEMENT

6.1.1. A joint position statement on the proposed Deeds of Obligation has been prepared by the Parties and is set out as follows.

National Infrastructure Planning

CORY DECARBONISATION PROJECT DEVELOPMENT CONSENT ORDER

PLANNING INSPECTORATE REFERENCE: EN010128

Joint Position Statement to Examining Authority ("ExA")

By

Cory Environmental Holdings Limited

&

Tilfen Land Limited

Dear Sir of the ExA,

1. This is a joint statement made on behalf of Cory Environmental Holdings Limited ("Applicant") and Tilfen Land Limited ("Tilfen") as owner of the relevant land and also by its parent entity, Peabody Trust (a registered society, UK registered number RS007741), which owns Tilfen.
2. Together, Tilfen and Peabody Trust will be referred to as "Peabody" in this submission, and the relevant land comprising the BNG Opportunity Area Land and Mitigation and Enhancement Area as the "Peabody Land". As the ExA is aware, the Peabody Land represents a strategic asset with substantial ecological and environmental value.
3. The draft deeds of obligation comprise: a) Deed of Obligation in respect of the BNG Opportunity Area Land (referred to as "Obligation A"); and b) Deed of Obligation in respect of the Mitigation and Enhancement Area (referred to as "Obligation B") (together the "Draft Deeds of Obligation"). It is agreed that both Draft Deeds of Obligation will be delivered by way of Section 106 of the Town and County Planning Act 1990 ("TCPA").
4. The purpose of this joint statement is to provide the ExA with an update in respect of the Draft Deeds of Obligation prior to the close of the Examination on 05 May 2025, and to highlight certain critical matters to be settled between the respective parties.

5. The ExA is invited to report on the basis as set out in this joint statement and to invite the Secretary of State to seek an update following its recommendation.

Obligation A

6. Obligation A seeks to secure rights over the delivery of off-site ecological enhancement (including biodiversity net gain) utilising Thamesmead Golf Course, which forms part of the Peabody Land. The successful implementation of these enhancements at Thamesmead Golf Course is contingent upon appropriate commercial arrangements that reflect Peabody's involvement.
7. While the obligations in Obligation A are principally agreed insofar as Obligation A secures a mechanism through section 106 of the TCPA by which Peabody will undertake ecological works, several key commercial terms require further discussion.
8. Both the Applicant and Peabody are actively negotiating to establish terms that reflect the value of the ecological enhancement to be undertaken by Peabody on behalf of the Applicant and land use. This includes appropriate compensation for Peabody's management responsibilities.
9. Unless and until these matters are agreed, however, the Applicant's position is that it needs to retain the ability to be able to use sites other than Thamesmead Golf Course for the delivery of BNG and OMH compensation. The parties are discussing how that position needs to be accounted for, pending progress on the commercial terms and Peabody's requirement for the Deeds to be considered together (as discussed below).

Obligation B

10. In principle, the terms of Obligation B that have been discussed with the parties (i.e. not the form submitted at Deadline 5) are agreed between the respective parties, insofar as Obligation B provides a mechanism for the LaBARDS (including on-site BNG) to be delivered through s106 of the TCPA.
11. As the ExA will be aware, the Applicant has not acquired rights over the area regulated by Obligation B. The terms of acquisition (comprising an option agreement) have not been settled. The Applicant has accepted that such acquisition needs to take place prior to commencement of the authorised development, whether voluntarily, or through the use of its compulsory acquisition powers, if granted, in order to ensure that Peabody do not incur liabilities.
12. Both the Applicant and Peabody are in detailed negotiations to seek to ensure that any voluntary terms for Obligation B appropriately reflect the strategic value of the land and Peabody's long-term interests.

Conclusion

13. Peabody's position in respect of the Draft Deeds of Obligation is that they must be entered into together, as a combined package. The Applicant is aware of this position, and the parties are progressing on that basis. However, Peabody emphasises that any final agreement must adequately compensate for the value of the land and services provided, particularly in the context of Peabody being a Registered Provider.
14. Whilst both parties remain committed to reaching a mutually beneficial agreement, Peabody maintains that several critical commercial terms require further negotiation, both in order to protect its interests, and to ensure the long-term viability of the ecological enhancements. The Applicant considers that these terms will be able to be resolved to enable both Deeds of Obligation to be signed.
15. We look forward to providing the Secretary of State with an update following the ExA's recommendation.



DECARBONISATION

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