

A47 North Tuddenham to Easton

Scheme Number: TR010038

Volume 9 **9.38 Statutory Undertakers' Schedule**

The Infrastructure Planning (Examination Procedure) Rules 2010

Planning Act 2008

February 2022

Deadline 10

Infrastructure Planning

Planning Act 2008

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

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

STATUTORY UNDERTAKERS' SCHEDULE

Rule Number:	8
Planning Inspectorate Scheme Reference	TR010038
Application Document Reference	TR010038/EXAM/9.38
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Version	Date	Status of Version
Rev 0	February 2022	Deadline 10

1 INTRODUCTION

- 1.1.1 The Development Consent Order (**DCO**) application for the A47 North Tuddenham to Easton scheme was submitted on 15 March 2021 and accepted for examination on 12 April 2021.
- 1.1.2 This Schedule identifies the status of negotiations with affected statutory undertakers and sets out whether the tests in Section 127 (Table 1.1) and Section 138 (Table 1.2) of the Planning Act 2008 are met.

Table 1.1: Section 127 Planning Act 2008 – Statutory Undertakers' Land/Rights

Statutory Undertaker name	Nature of the undertaking	Land/Rights Affected	In relation to land, whether and if so, how the tests in s127(3)(a) or (b) can be met	In relation to rights, whether and if so, how the tests in s127(6)(a) or (b) can be met	Status of protective provisions and/or commercial agreement	Settlement reached	Representatio n(s) withdrawn in whole or part
Anglian Water Services Limited	Utilities	<p>Category 2 Interest</p> <p>Permanent Acquisition</p> <p>(a) 4/1b, 4/2e, 4/3c, 4/3d, 5/6f, 5/6h, 5/9a, 6/1a, 6/1b, 6/1c, 6/1d, 6/1e, 6/1g, 6/1h, 6/1i, 6/3a, 6/4f, 7/1d, 7/1e, 7/1h, 7/1i, 7/2d, 7/2f, 7/4a, 7/5a, 7/6a, 7/9b, 7/9e, 8/2b, 8/4a, 9/1b, 9/1f, 9/1g, 9/1i, 9/1n, 9/2b, 9/2c, 9/2d, 9/2e, 9/3c, 9/3f, 9/3g, 9/3h, 9/3i, 9/3j, 9/6a, 10/6a, 11/2a, 11/2b, 11/2d, 11/2e, 11/3a, 12/1a, 12/1b, 12/1c, 12/1d, 12/2c, 13/2a, 13/3a, 13/3b, 13/3c, 13/3e, 14/1a, 14/2b, 14/2c, 14/2d, 14/2h, 14/2j, 14/3a, 14/3b, 14/3c, 14/3d, 15/2b, 15/2g, 15/2j, 15/3a, 15/3b, 16/3b, 16/3c, 16/4m</p> <p>Temporary</p> <p>(b) 4/1f, 5/9b, 6/3b, 6/10b, 7/3a, 8/5a, 9/1a, 9/1c, 9/6c, 11/3b</p> <p>Acquisition of Rights</p>	<p>The test is s127(3)(b) can be met through the provision of protective provisions at Part 4 of Schedule 9 of the DCO.</p> <p>Any compulsory acquisition of land would not result in serious detriment to the carrying on of the undertaking</p>	<p>The test is s127(6)(b) can be met through the provision of protective provisions at Part 4 of Schedule 9 of the DCO.</p> <p>The compulsory acquisition of rights would not result in serious detriment to the carrying on of the undertaking.</p>	<p>Specific protective provisions are provided in Part 4 of Schedule 9 of the dDCO for the benefit of Anglian Water.</p> <p>There are three issues between the Applicant and Anglian Water, where they do not agree on the Protective Provisions:</p> <ul style="list-style-type: none"> • Para 35. Whether the wording setting out the circumstances in which the protective provisions apply is clear. • Para 42(5). Whether 	No. Three areas of disagreement remain in respect of the protective provisions.	No as points in relation to the protective provisions still stand.

Statutory Undertaker name	Nature of the undertaking	Land/Rights Affected	In relation to land, whether and if so, how the tests in s127(3)(a) or (b) can be met	In relation to rights, whether and if so, how the tests in s127(6)(a) or (b) can be met	Status of protective provisions and/or commercial agreement	Settlement reached	Representatio n(s) withdrawn in whole or part
		(c) 5/4c, 5/9c, 5/9e, 6/4e, 9/1d, 9/1h, 9/1j, 9/6b, 15/10a, 19/3a 15/11a Category 1 Permanent Acquisition (a) 17/1a Temporary (b) N/A Acquisition of Rights (c) 6/4e			deferment of renewal provisions should be omitted. • Para 44. Whether the Applicant should be required to use Anglian Water's "Inflow" system for applying for works.		
National Grid Gas (Transco plc)	Gas distribution	Category 2 Permanent (a) 16/6b Temporary (b) 16/6a Acquisition of Rights (c) 15/7a, 16/6c	The Applicant is not aware of any apparatus held by Transco plc and/or British Gas plc in the Scheme limits. The Applicant believes that the interests are historical in nature and/or the benefit of which has been transferred to National Grid Gas. In any event the test in s127(3)(b) is met through the protective provisions contained in Part 3 of schedule 9 of the DCO.	The test in s127(6)(b) is met through the protective provisions contained in Part 3 of schedule 9 of the DCO. The compulsory acquisition of rights would not result in serious detriment to	The Applicant and National Grid Gas have reached agreement on the form of protective provisions that are to be included in the DCO. These protective provisions are included in the DCO submitted	Yes	Yes.
National Grid Gas (British Gas plc)		Category 1 Permanent (a) 9/3h					

Statutory Undertaker name	Nature of the undertaking	Land/Rights Affected	In relation to land, whether and if so, how the tests in s127(3)(a) or (b) can be met	In relation to rights, whether and if so, how the tests in s127(6)(a) or (b) can be met	Status of protective provisions and/or commercial agreement	Settlement reached	Representation(s) withdrawn in whole or part
		Temporary (b) N/A Acquisition of Rights (c) N/A	Any compulsory acquisition of land would not result in serious detriment to the carrying on of the undertaking.	the carrying on of the undertaking.	at Deadline 9. See Part 3 of Schedule 9. Following the submission of the protective provisions at Deadline 9 referred to above, the parties will be entering into a side agreement, which will be completed ahead of the close of the Examination, upon which National Grid Gas has agreed to withdraw its objection.		
		Category 2 (a) 8/5c, 8/5d, 9/1b, 9/1f, 9/1g, 9/1i, 9/1n, 9/5a, 9/5b, 10/3b, 10/5a, 10/5d, 10/6a, 11/1a, 11/1d, 11/2a, 12/3a (b) 8/5a, 9/1a, 9/1c, 10/3a, 10/5c, 10/5e, 10/5f, 11/1e, 11/1f, 11/1h, 12/3b (c) 9/1d, 9/1h, 9/1j, 9/1l, 9/1m, 10/5b, 11/1b, 11/1c, 11/1g					
Orsted Hornsea Project Three (UK) Limited	Electricity	NA	The test in s127(3)(b) can be met through the provisions contained in the agreement entered into by Orsted and the Applicant. The DCO also contains protective provisions for the benefit of electricity supplies in	The test in s127(6)(b) is met through the provisions contained in the agreement entered into by Orsted and the Applicant.	Agreement has been reached with Orsted to provide the protection requested for its apparatus in a separate agreement.	Yes	Expected to be withdrawn for Deadline 10

Statutory Undertaker name	Nature of the undertaking	Land/Rights Affected	In relation to land, whether and if so, how the tests in s127(3)(a) or (b) can be met	In relation to rights, whether and if so, how the tests in s127(6)(a) or (b) can be met	Status of protective provisions and/or commercial agreement	Settlement reached	Representation(s) withdrawn in whole or part
			<p>Part 1 of Schedule 9 of the DCO.</p> <p>Any compulsory acquisition of land, if required, would not result in serious detriment to the carrying on of the undertaking.</p>	Any compulsory acquisition of rights, if required, would not result in serious detriment to the carrying on of the undertaking.			

Table 1.2: Section 138 Planning Act 2008 – Statutory Undertakers' Land/Rights

Statutory Undertaker name	Nature of the undertaking	Land/Rights Affected	Apparatus to be removed	In relation to land, whether and if so, how the tests in s138(4) can be met	Status of protective provisions and/or commercial agreement	Settlement reached	Representation (s) withdrawn in whole or part
Openreach Limited	Telecommunications	Category 2 Interest Permanent Acquisition (a) 1/1a, 1/1c, 1/1d, 1/1f, 1/1j, 1/1k, 1/1l, 1/1m, 1/2a, 1/2b, 1/2c, 1/2g, 2/1a, 2/2b, 2/2d, 2/2e, 2/2g, 2/3a, 4/1i, 4/2a, 4/2b, 4/2e, 4/2g, 4/3c, 4/3d, 4/8a, 5/6a, 5/6b, 5/6c, 5/6d, 5/6e, 5/6f, 5/6h, 6/1a, 6/1b, 6/1c, 6/1d, 6/1e, 6/1j, 6/1k, 6/1l, 6/4f, 7/1c, 7/1e, 7/1h, 7/2b, 7/2c, 7/2d, 7/2f, 7/9b, 7/9e, 8/2b, 8/2c, 8/3c, 8/3e, 8/3g, 8/4a, 8/5c, 9/2a, 9/2b, 9/2c, 9/2d, 9/3a, 9/3b, 9/3c, 9/3e, 9/3f, 9/3g, 9/3h, 9/3j, 9/5a, 10/5d, 10/6a, 11/1a, 11/1d, 11/2a, 11/2d, 11/2e, 12/1a, 12/1b, 12/1c, 12/2c, 12/3a, 13/2a, 13/3d, 14/1a, 14/2a, 14/2d, 14/2g, 14/2i, 14/2k, 14/3a, 14/3b, 14/3c, 14/3d, 14/5b, 15/2a, 15/2d,	Relevant rights to be extinguished and relevant apparatus to be moved. Diversionary works required at various locations across the Scheme, subject to detailed design. Principle of diversions to be agreed through the C3 design and costing process.	The test in s138(4) can be met. The compulsory acquisition of rights would not result in serious detriment to the carrying on of the undertaking as protective provisions are provided in Part 2 of Schedule 9 of the dDCO.	The draft DCO contains standard protective provisions which apply to communication code operators. Openreach have confirmed that the Protective Provisions in the DCO are acceptable in their current form.	Yes	No representation received

Statutory Undertaker name	Nature of the undertaking	Land/Rights Affected	Apparatus to be removed	In relation to land, whether and if so, how the tests in s138(4) can be met	Status of protective provisions and/or commercial agreement	Settlement reached	Representation (s) withdrawn in whole or part
		<p>15/2e, 15/2f, 15/2g, 15/2j, 15/3a, 15/3b, 16/3b, 16/3c, 16/3f, 16/3h, 16/3j, 16/4a, 16/4b, 16/4c, 16/4d, 16/4e, 16/4m, 16/8a</p> <p>Temporary Acquisition</p> <p>(b) 8/3d, 10/2b, 10/5e, 10/5f, 11/1e, 11/1h, 12/3b, 14/5a</p> <p>Acquisition of Rights</p> <p>(c) 1/2f, 6/4e, 6/6a, 8/3f, 11/1b, 11/1c, 11/1g</p>					
Anglian Water Services Limited	Utilities	<p>Category 2 Interest</p> <p>Permanent Acquisition</p> <p>(a) 4/1b, 4/2e, 4/3c, 4/3d, 5/6f, 5/6h, 5/9a, 6/1a, 6/1b, 6/1c, 6/1d, 6/1e, 6/1g, 6/1h, 6/1i, 6/3a, 6/4f, 7/1d, 7/1e, 7/1h, 7/1i, 7/2d, 7/2f, 7/4a, 7/5a, 7/6a, 7/9b, 7/9e, 8/2b, 8/4a, 9/1b, 9/1f, 9/1g, 9/1i, 9/1n, 9/2b, 9/2c, 9/2d, 9/2e, 9/3c, 9/3f, 9/3g, 9/3h, 9/3i, 9/3j, 9/6a, 10/6a, 11/2a, 11/2b, 11/2d,</p>	<p>Relevant rights to be extinguished and relevant apparatus to be moved.</p> <p>Diversions works required at various locations across the Scheme, subject to detailed design.</p> <p>Principle of diversions to be agreed through the C3 design and costing process.</p>	Notwithstanding the areas of disagreement with Anglian Water, the test in s138(4) can be met. The compulsory acquisition of rights would not result in serious detriment to the carrying on of the undertaking as specific protective provisions are provided in Part 4 of Schedule 9 of the dDCO.	<p>There are three issues between the Applicant and Anglian Water, where they do not agree on the Protective Provisions:</p> <ul style="list-style-type: none"> • Para 35. Whether the wording setting out the circumstances in which the protective provisions apply is clear. • Para 42(5). Whether deferment of renewal provisions should be omitted. • Para 44. Whether the Applicant should be required to 	No. Three areas of disagreement remain in respect of the protective provisions.	No as points in relation to the protective provisions still stand.

Statutory Undertaker name	Nature of the undertaking	Land/Rights Affected	Apparatus to be removed	In relation to land, whether and if so, how the tests in s138(4) can be met	Status of protective provisions and/or commercial agreement	Settlement reached	Representation (s) withdrawn in whole or part
		<p>11/2e, 11/3a, 12/1a, 12/1b, 12/1c, 12/1d, 12/2c, 13/2a, 13/3a, 13/3b, 13/3c, 13/3e, 14/1a, 14/2b, 14/2c, 14/2d, 14/2h, 14/2j, 14/3a, 14/3b, 14/3c, 14/3d, 15/2b, 15/2g, 15/2j, 15/3a, 15/3b, 16/3b, 16/3c, 16/4m</p> <p>Temporary</p> <p>(b) 4/1f, 5/9b, 6/3b, 6/10b, 7/3a, 8/5a, 9/1a, 9/1c, 9/6c, 11/3b</p> <p>Acquisition of Rights</p> <p>(c) 5/4c, 5/9c, 5/9e, 6/4e, 9/1d, 9/1h, 9/1j, 9/6b, 15/10a, 19/3a 15/11a</p>			use Anglian Water's "Inflow" system for applying for works.		
		<p>Category 1</p> <p>Permanent Acquisition</p> <p>(a) 17/1a</p> <p>Temporary</p> <p>(b) N/A</p> <p>Acquisition of Rights</p> <p>(c) 6/4e</p>	<p>17/1a (Church Lane, East Tuddenham):</p> <p>Power included in the DCO to change status of Church Lane to a no through road due to removal of access to existing A47 at the</p>	<p>Please see above.</p> <p>In addition, the DCO does not restrict any access by Anglian Water to the relevant plots, and in any event the Applicant will be entering into an agreement with Anglian Water to confirm 24/7 access to Anglian Water.</p>	Principle of agreement agreed. Drafting to be resolved.	Drafting of agreement to be settled.	No – agreement to be entered into.

Statutory Undertaker name	Nature of the undertaking	Land/Rights Affected	Apparatus to be removed	In relation to land, whether and if so, how the tests in s138(4) can be met	Status of protective provisions and/or commercial agreement	Settlement reached	Representation (s) withdrawn in whole or part
			<p>northern end and widen the junction with Rotten Row.</p> <p>6/4e (Gypsy Lane):</p> <ul style="list-style-type: none"> • Blue New Rights section = Highways England seeking maintenance easement rights for shared access along Gypsy Lane. • Pink permanent acquisition section at northern end of Gypsy Lane = reflects land already within existing Highways England ownership. No change to existing access here. 				

Statutory Undertaker name	Nature of the undertaking	Land/Rights Affected	Apparatus to be removed	In relation to land, whether and if so, how the tests in s138(4) can be met	Status of protective provisions and/or commercial agreement	Settlement reached	Representation (s) withdrawn in whole or part
UK Power Networks Limited	Utilities	Category 2 Permanent Acquisition (a) 4/2e, 4/2g, 4/3c, 4/3d, 5/6a, 5/6b, 5/6c, 5/6d, 5/6e, 5/6f, 5/9a, 6/1c, 6/1j, 6/4f, 6/7a, 6/9a, 6/10a, 7/1b, 7/6a, 15/2g, 15/3a, 15/3b, 15/4c, 15/9b, 16/2b, 16/3a, 16/4a, 16/5b Temporary (b) 6/10b, 8/5a, 16/5c Acquisition of Rights (c) 5/9c, 15/4b, 15/5b, 15/11a, 16/1a, 16/2a, 16/5a, 19/3a, 20/1a	Relevant rights to be extinguished and relevant apparatus to be moved. Diversionary works required at various locations across the Scheme, subject to detailed design. Principle of diversions to be agreed through the C3 design and costing process.	Eastern Power Networks' interest in Plot 14/7a has been scheduled for freehold acquisition as a precautionary measure. The Applicant considers it very unlikely that the Scheme will be required to compulsorily acquire this land. The test in s138(4) can be met. The compulsory acquisition of rights would not result in serious detriment to the carrying on of the undertaking as protective provisions are provided in Part 1 of Schedule 9 of the dDCO.	The draft DCO contains standard protective provisions which apply to power transmission. Bespoke provisions have not been requested.	N/A	No representation received.
Eastern Power Networks Plc (part of UKPN)		Category 1 - Owner/Occupier Permanent (a) 14/3b, 14/7a Temporary (b) N/A Acquisition of Rights (c) N/A					

Statutory Undertaker name	Nature of the undertaking	Land/Rights Affected	Apparatus to be removed	In relation to land, whether and if so, how the tests in s138(4) can be met	Status of protective provisions and/or commercial agreement	Settlement reached	Representation (s) withdrawn in whole or part
		Category 2 Permanent (a) 1/5a, 8/5c, 8/5d, 9/1b, 9/1f, 9/1g, 9/1i, 9/1n, 14/7a Temporary (b) 8/5a, 9/1a, 9/1c Acquisition of Rights (c) 9/1d, 9/1h, 9/1j, 9/1l, 9/1m					
Vodafone Limited	-	Category 1 – Lessee/Tenant/Occupier Permanent Acquisition (a) 2/1e, 2/2d, 9/5a, 9/5b Temporary (b) N/A Acquisition of Rights (c) N/A	<p>Vodafone owns a leasehold interest in Plot 9/5b, comprising land that it owns for the purposes of its functions.</p> <p>The Applicant does not anticipate this interest to be directly impacted by its construction activities or the operational Scheme.</p> <p>Relevant rights to be extinguished</p>	The test in s138(4) can be met. The compulsory acquisition of rights would not result in serious detriment to the carrying on of the undertaking as protective provisions are provided in Part 2 of Schedule 9 of the dDCO.	Vodafone can rely on the Protective Provisions in Part 2 of Schedule 9 of the DCO. Vodafone has not made a relevant representation and the Applicant is not aware of any agreement being required.	N/A	No representation received.

Statutory Undertaker name	Nature of the undertaking	Land/Rights Affected	Apparatus to be removed	In relation to land, whether and if so, how the tests in s138(4) can be met	Status of protective provisions and/or commercial agreement	Settlement reached	Representation (s) withdrawn in whole or part
			<p>and relevant apparatus to be moved.</p> <p>Diversionary works required at various locations across the Scheme, subject to detailed design.</p> <p>Principle of diversions to be agreed through the C3 design and costing process.</p>				
National Grid Gas (Transco plc)	Gas distribution	Category 2 Permanent (a) 16/6b Temporary (b) 16/6a Acquisition of Rights (c) 15/7a, 16/6c	<p>Relevant rights to be extinguished and relevant apparatus to be moved.</p> <p>Diversionary works required at various locations across the Scheme, subject to detailed design.</p>	<p>Protective provisions in favour of National Grid have been included in the DCO at Schedule 9, Part 3.</p> <p>The test in s138(4) can be met. The compulsory acquisition of rights would not result in serious detriment to the carrying on of the undertaking as protective provisions are provided in Part 3 of</p>	<p>The Applicant and National Grid Gas have reached agreement on the form of protective provisions that are to be included in the DCO. These protective provisions are included in the DCO submitted at Deadline 9. See Part 3 of Schedule 9.</p> <p>Following the submission of the protective provisions at Deadline 9 referred to above, the parties will be entering into a side agreement, which will be completed ahead of the close of the Examination,</p>	Yes	Yes.
National Grid Gas (British Gas plc)		Category 1 Permanent (a) 9/3h	<p>Principle of diversions to be agreed through</p>				

Statutory Undertaker name	Nature of the undertaking	Land/Rights Affected	Apparatus to be removed	In relation to land, whether and if so, how the tests in s138(4) can be met	Status of protective provisions and/or commercial agreement	Settlement reached	Representation (s) withdrawn in whole or part
		Temporary (b) N/A Acquisition of Rights (c) N/A	the C3 design and costing process.	Schedule 9 of the dDCO. The Applicant is not aware of any apparatus held by Transco plc and/or British Gas plc in the Scheme limits. The Applicant believes that the interests are historical in nature and/or the benefit of which has been transferred to National Grid Gas. In any event the test in s138(4) can be met. The compulsory acquisition of rights would not result in serious detriment to the carrying on of the undertaking as protective provisions are provided in Part 1 of Schedule 9 of the dDCO.	upon which National Grid Gas has agreed to withdraw its objection.		
		Category 2 (a) 8/5c, 8/5d, 9/1b, 9/1f, 9/1g, 9/1i, 9/1n, 9/5a, 9/5b, 10/3b, 10/5a, 10/5d, 10/6a, 11/1a, 11/1d, 11/2a, 12/3a (b) 8/5a, 9/1a, 9/1c, 10/3a, 10/5c, 10/5e, 10/5f, 11/1e, 11/1f, 11/1h, 12/3b (c) 9/1d, 9/1h, 9/1j, 9/1l, 9/1m, 10/5b, 11/1b, 11/1c, 11/1g					
Cadent Gas PLC	Gas	Category 2 (a) 9/3h, 10/6a, 11/2a (b) N/A (c) N/A	The Applicant is not aware of any Cadent Gas apparatus within the boundary of the Scheme. As such it	The test in s138(4) can be met. The compulsory acquisition of rights would not result in serious detriment to the carrying on of the undertaking as	The Applicant isn't aware that Cadent Gas' apparatus is affected in relation to the Scheme but they would be able to rely on the Protective Provisions in Part 1 of Schedule 9 of the DCO.	N/A	No representation submitted.

Statutory Undertaker name	Nature of the undertaking	Land/Rights Affected	Apparatus to be removed	In relation to land, whether and if so, how the tests in s138(4) can be met	Status of protective provisions and/or commercial agreement	Settlement reached	Representation (s) withdrawn in whole or part
			<p>understands that these rights may be historical in nature, or the benefit of which may have passed to National Grid Gas as the primary supplier of gas in the area.</p> <p>Category 2 interest relates to existing Highways England land, with two parcels within new Scheme design and a third to be transferred to Norfolk County Council as part of existing A47 de-trunking process.</p>	protective provisions are provided in Part 1 of Schedule 9 of the dDCO.	Cadent Gas has not made a relevant representation and the Applicant is not aware of any agreement being required.		
Orsted Hornsea Project Three (UK) Limited	Electricity	-	Orsted does not currently have any apparatus in place within the Order Limits. However it has rights by virtue of the Hornsea Project Three Offshore Wind Farm Order	The test in s138(4) can be met. The compulsory acquisition of rights would not result in serious detriment to the carrying on of the undertaking as provisions are contained within the agreement	Agreement has been reached with Orsted to provide the protection requested for its apparatus in a separate agreement.	Yes	Expected to be withdrawn by Deadline 10.

Statutory Undertaker name	Nature of the undertaking	Land/Rights Affected	Apparatus to be removed	In relation to land, whether and if so, how the tests in s138(4) can be met	Status of protective provisions and/or commercial agreement	Settlement reached	Representation (s) withdrawn in whole or part
			2020 to lay apparatus within the Order Limits.	between Orsted and the Applicant. The DCO also contains protective provisions for the benefit of electricity supplies in Part 1 of Schedule 9 of the DCO.			