

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

Your Ref TR010065

Our Ref IPP 126

Tuesday 25 March 2025

TR010065 – A46 Newark Bypass Project

Response to Questions raised by the Examining Authority for Deadline Seven (ExQ2)

Interested Party Number: 20049645

Response to Questions Raised by the Examining Authority

Question Q5.0.2 – It appears that Protective Provisions are agreed, Article 58 in the DCO is also agreed and close to agreeing acquisition by agreement. Can CRT provide, or can the applicant obtain, a letter withdrawing objection to CA from CRT

The Trust thanks the Promoter for agreeing protective provisions, the wording of article 58 and continuing to seek agreement for the land and rights the Promoter requires for its project. Discussions are ongoing and the Trust is aware that the extent of the rights required over Trust land is less than that indicated on the latest Land Plans in examination. Whilst discussions are well advanced, the detail of the land plans has changed and the revised extent has not yet been agreed by all stakeholders. The Trust is not aware of anything that would prevent an agreement being reached. The Trust acknowledges the ExA's request for a letter withdrawing an objection to compulsory acquisition, but is unable to provide such a statement in absolute terms. The Trust maintains that the complexity of its network means that acquisition of its land, or rights over its land, by a third party by agreement is always better than by compulsory acquisition. An agreed position provides certainty to both parties for their future relationship and can address the nuances of working on or near to the Trust's network.

Question Q13.0.4 – Please provide an update in relation to fishing rights on Canal & River Trust land.

The Trust has liaised with the Federation that owns the rights to fish (a profit à prendre registered with title NT495012) on the stretch of the River Trent near the Promoter's project. This is because the Trust and Federation are parties to an agreement (a contract, granting no legal interest in land) governing access, over Trust land, to the river. The expectation by both these parties is that this agreement will be suspended in respect of the land to be temporarily used by the Applicant. For any lengths of the riverbank that the Applicant is to acquire permanently, rights under the agreement of the Federation will be terminated over those lengths. (For the avoidance of doubt, the Trust has no rights relating to the profit à prendre.) The Trust and the Federation will be compensated by the Promoter for any loss.

Canal & River Trust

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Yours sincerely,

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<https://canalrivertrust.org.uk/specialist-teams/planning-and-design>

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