

DEADLINE 7 SUBMISSION – GEORGINA ROOKE

DCO			
			GR Comments
		GENERAL COMMENT WITH REFERENCE THE DCO:	<p>All comments made here and in reference to the DCO are without prejudice.</p> <p>Articles 8 and 13 of the European Convention of Human Rights are engaged through this DCO, providing a level of protection to residents impacted by this Project.</p> <p>What provision has been made to ensure impacted Residents’ interests are fairly and accurately represented in legally binding terms in this DCO document (and associated certified documents) given that any future legal action under the European Convention of Human Rights would be between residents, and United Kingdom (not Applicant)?</p> <p>The ExA cannot be deemed an independent party with regards the content and wording of this document since in this instance the ExA is working for the Secretary of State, the Government Authority whose decisions the ECHR Articles are designed to protect against.</p> <p>It should be noted that Residents do not have independent legal representation, nor have we been advised by the ExA that we need it or that we should take it.</p> <p>If we do need legal representation then additional time may be required either to secure Legal Aid or to allow residents to raise the necessary funds, ensure said legal expert has the time to read all relevant documentation such that they can act on residents’ behalf, and then provide input to this DCO document.</p>

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R9	<p>Add new form of words:</p> <p><i>“The noise mitigation plan must be carried out in full. The authorised development must be operated in full accordance with the noise mitigation plan”.</i></p>	<p>The ExA agrees with the wording suggested by Thanet District Council in its response to Ns.2.9 which, the ExA considers, strengthens the implementation of the provisions of the noise mitigation plan.</p>	<ol style="list-style-type: none"> (1) Why are legally binding elements of the NMP not written into the DCO, and why are there no clauses in the DCO to provide for protection of affected parties in the event that the NMP is not adhered to in full or is not accurate (e.g. fleet mix; noise contour maps; impacted properties)? (2) What recourse do impacted parties have if the Operation of the Airport is not in line with the Noise Mitigation Plan? Why is this not clearly articulated in the DCO? (3) Assuming there is recourse for residents how will their case be heard, decided upon, and under the oversight of which Government Body and decision making authority? How is impartiality and fairness assured?
New R21	<p>Add new R21.</p> <p><i>“The operation of the airport is subject to</i></p> <p><i>i) a total annual air transport movement limit of</i></p> <p><i>26,468 atms; and</i></p> <p><i>ii) a total annual General Aviation movement limit of 38,000 atms.”</i></p>	<p>The ExA has had regard to the Applicant’s response to DCO.2.46 which states that:</p> <p><i>“It is the Applicant’s view that having the limits in the Noise Mitigation Plan (as at present) and requiring the development to be operated in accordance with the Noise Mitigation Plan, a certified document, has the same legal effect as having the limits in the DCO itself. The Applicant believes that having all noise mitigation measures (which an ATM limit would principally be) in once place would be more convenient.”</i></p> <p>However, the ExA is of the opinion that, bearing in mind that the DCO if made would be a Statutory Instrument, having this Requirement within that document would serve to strengthen its implementation and would provide transparency and accessibility in future.</p>	

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New R22	<p>Add new R22:</p> <p><i>“No aircraft can take-off or be timetabled to land between the hours of 2300 and 0600”</i></p>	<p>Refer to Applicant’s response to DCO.2.47 which references the response to DCO.2.46.</p> <p>However, the ExA is of the opinion that, bearing in mind that the DCO if made would be a Statutory Instrument, having this requirement within that document would serve to strengthen its implementation and would provide transparency and accessibility in future.</p>	<ol style="list-style-type: none"> 1. What impact has removing night flights had on the ATM and QC limits applied for under this DCO? 2. What are the revised ATM and QC quotas applied for under this DCO for the hours between 2300 and 0600? 3. What is the difference in meaning between scheduled and timetabled? How does the use of the word ‘timetabled’ afford added protection to residents that night flights will not routinely occur? 4. Is the ExA minded to reference ATM and QC quota limits in relation to the hours of 2300 and 0600 and if not why not?
CC.3 Climate Change			
			GR Comments
		<p>Climate change3</p> <p>Given the recently publicised scientific concerns⁴ relating to the increasing pace of anthropogenic climate change effects, does the Applicant wish to update its answers to the ExAs First Written Questions [REP3-187, REP3-195] on:</p> <ul style="list-style-type: none"> • CC.1.1 Climate Change Projections; • CC.1.2 Climate Change Assessment Chapter 16 of Environmental Statement (ES) [APP-034]; and 	<ol style="list-style-type: none"> 1. Is transportation of freight in the belly-hold of passenger planes advantageous from a climate change perspective, compared to use of dedicated air cargo planes that will fly in addition to passenger planes and thereby add to the overall number of planes in flight? 2. Is delivery of airfreight to existing UK airports mostly located in large conurbations (and therefore closer to its destination) advantageous from a climate change perspective, compared to Manston which is on the outermost reach of SE England with a small catchment area due to being surrounded by sea on three sides?

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		<ul style="list-style-type: none"> • CC.1.3 Climate Change Adaptation Section 16.5 and paragraph 16.6.7 of ES [APP-034]? 	<p>3. Given the recently publicised scientific concerns relating to the increasing pace of anthropogenic climate change effects how is a proposal that will result in more planes and more trucking miles in the National Interest as compared with marginal adverse climate change effects resulting from the use of belly-hold freight in scheduled passenger planes?</p>
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EC.3 Ecology & Biodiversity			
			GR Comments
		<p>Applicant’s response to Second Written Question Ec.2.2 on Ecological Surveys</p> <p>The Applicant has been unable to complete a full suite of ecological surveys. The Applicant notes in their response:</p> <p><i>“It is now expected that access to the site will not be granted to the Applicant until after the Development Consent Order (DCO) has been made.</i></p> <p>The Applicant goes on to state:</p> <p><i>“Requirement 8 of the DCO has been put in place as a pre-commencement condition, to allow confirmation of the worst-case scenario assessed in the ES [APP-033] prior to commencement of construction works.”</i></p> <p>The Applicant argues that the worst-case scenario considered in the ES [APP-033] is highly conservative and that the provision for circa 38ha of mitigation land as defined in the Mitigation and Habitat Creation Plan (Appendix 7.5 [APP-045] of the ES [APP-033]) will be sufficient to mitigate the ecological effects of the Proposed Development.</p>	<p>From reading SHP’s response to this question there appears to be no justified reason as to why the Applicant has failed to complete a full suite of ecological surveys.</p> <p>1. Given the proximity of this site to SSSI, SPA, and Ramsar Sites why would anything less than a full suite of ecological surveys be acceptable to the ExA and other relevant bodies (e.g. Natural England)?</p>

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		<ul style="list-style-type: none"> i. In light of the recent additional information and submissions relating to ecology, noise and air quality, is Natural England (NE) proposing to update its Statement of Common Ground (SoCG) with the Applicant. ii. Is Requirement 8 and in particular the net gain of 10 biodiversity units, of the dDCO an adequate provision in the absence of the full suite of ecological surveys? iii. In NE’s view, is the provision for circa 38ha of mitigation land as defined in the Mitigation and Habitat Creation Plan (Appendix 7.5 [APP-045] of the ES [APP-033]) sufficient to mitigate the ecological effects of the Proposed Development in the absence of the full suite of ecological surveys? 	
Ec.3.4	The Applicant	<p>Noise contour maps</p> <p>Natural England states that the revised noise contour maps identify potentially significant effects for waders, which are features for the north Thanet coast SSSI between Herne Bay and Westgate and for Pegwell Bay SSSI. This coastline is also within the Thanet Coast and Sandwich Bay SPA but was not considered in the Applicant’s Habitats Regulations Assessment.</p> <ul style="list-style-type: none"> i. Respond to NE’s comments regarding effects on waders on SSSI sites, supported by an ES addendum where necessary? ii. Respond to NE’s comments regarding the impact on the SPA and Pegwell Bay and confirm when you intend to submit a revised Report to Inform the Appropriate Assessment (RIAA). It is recommended that the updated text is supported by noise contour maps overlain with designated site boundaries and key bird locations; and by WeBS data. iii. 	<p>Noise contour maps remain inaccurate. They fail to take account of the aviation sector in which the Applicant is seeking to operate. For example, they include twin prop planes in the fleet mix. Air freight planes are significantly older, noisier and more polluting than their passenger counterparts.</p> <ol style="list-style-type: none"> 1. How can the Applicant’s claims that the ES is based on a worst case scenario be relied-upon by the ExA when the fleet mix used by RSP is known to be ecologically kinder and less noisy and polluting than the fleet mix for the air cargo sector?

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CA.3 Compulsory Acquisition, Temporary Possession and other land or rights considerations			
			GR Comments
		GENERAL COMMENT WITH REFERENCE COMPULSORY ACQUISITION:	<ol style="list-style-type: none"> 1. Has 'Hope Value' been quantified by the Applicant? For which plots? 2. Do the legal owners agree with the Applicant's valuation? If not, how is this resolved and how does it affect the compulsory acquisition and funding requirement?
		<p><i>"Aquila are seeking to complete Phase 1a, which will seek to confirm the suitability of an alternative location, before 9 July. Subsequent negotiations with the other elements of MOD (such as DIO regarding land-ownership and Defence Equipment and Support regarding capability delivery) may extend beyond that date."</i></p> <p>The Defence Infrastructure Organisation's response to CA.2.2 [REP6-index number to be allocated] states that:</p> <p><i>"Given the complexities of this matter outlined above it is considered that agreement as to the re-location of the HRDF will not be achieved on or before 9 July."</i></p> <p>The ExA consider that the implication of a failure to reach agreement with the MoD before the end of the Examination is that the ExA would not be able to recommend that any order granting development consent should include provisions relating to the Compulsory Acquisition (CA) of an interest in, or other provisions relating to, Crown land [s135 of the Planning Act 2008] for relevant Plots.</p> <p>The guidance contained in Annex B paragraph 2 of 'Planning Act 2008: Guidance related to procedures for the Compulsory Acquisition of land</p>	<p><i>"The ExA consider that the implication of a failure to reach agreement with the MoD before the end of the Examination is that the ExA would not be able to recommend that any order granting development consent should include provisions relating to the Compulsory Acquisition (CA) of an interest in, or other provisions relating to, Crown land [s135 of the Planning Act 2008] for relevant Plots."</i></p> <ol style="list-style-type: none"> 1. What is the implication of this statement for the Applicant's project? 2. Can the project succeed without the plots in question? <ol style="list-style-type: none"> a. If yes, then why were the plots in-scope and what other plots could be de-scoped? b. If no, then why would the ExA be minded to grant the DCO with said plots excluded?

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		<p>(DCLG, September 2013) states that:</p> <p><i>“The Applicant for a project should ensure that any discussions with the Crown authority are started as soon as it is clear that an interest in Crown land will need to be acquired – i.e. before their application is submitted to the Planning Inspectorate for acceptance. The aim should be to ensure that Crown consent is in place before the application for the development consent order is submitted. If consent is not granted by the time an application is submitted, then the Applicant should give an indication of when they expect consent to be received. At the very latest, this should be by the time the examination phase of the project is completed.”</i></p> <p>Comment on this position with reference to the guidance cited above.</p>	
DCO.3 Draft Development Consent Order (DCO)			
			GR Comments
DCO.3.6	The Applicant	<p>Your response to DCO.2.45 [REP6-index number to be allocated] states that The Secretary of State responded on 26 April 2019, to advise that he was not willing to discharge the requirements and that you had requested him to reconsider.</p> <p>Provide an update on any further correspondence on this matter with the Secretary of State.</p>	<p>Government records state that Roger Gale MP has “championed” this Application (BRIEFING PAPER CBP 2893, 5 June 2018).</p> <p>UK Government records also show that the SoS deemed the reopening of Manston to be a matter for Local Authorities (Hansard at: http://bit.ly/2I7KHEa and Appendix).</p> <p>Given the Local Authorities (TDC and KCC) rejected the Applicant’s previous attempts at CPO and given the SoS has nevertheless allowed it to proceed as a (potential) NSIP, it is not difficult to see why the Applicant prefers to rely on the SoS.</p> <ol style="list-style-type: none"> 1. If the SoS were to intervene again in favour of this Applicant and agree to discharge the requirements for this project, in the interests of probity what precedent is there for this? 2. What evidence is there to justify TDC not being the discharging authority?

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DCO.3.17	Thanet District Council (TDC)	<p>Part 2 R21 In its response to DCO.2.3 [REP6-index number to be allocated], TDC states that: <i>“the draft DCO has still not revised the procedure for the discharge of requirements, which includes an automatic approval for non-determined requirements after 8 weeks at Part 2 Article 20, with no right of appeal (assumed to be because the Secretary of State is the discharge authority). Given the apparent lack of consultation with Secretary of State to ensure they can comply with these timescales, Thanet District Council is concerned that the details of the requirements submitted may not be subject to sufficient scrutiny, prior to be automatically approved by virtue of the current wording of the draft DCO.”</i> _ _ Suggest an acceptable alternative form of wording should TDC be the discharging authority</p>	<p>Would the ExA not agree that automatic approval is bad practice and should not be allowable under any circumstances?</p>
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F.3 Funding			
			GR Comments
		<p>GENERAL COMMENTS WITH REFERENCE FUNDING STATEMENT:</p>	<p>The Applicant considers that in May 2019 it is acceptable to rely on documentation from 2018 (PWC letter of comfort) rather than provide current proof of funds supported by current bank accounts and/or current statements from relevant Third Parties (e.g. Accountants).</p> <p>How can the ExA rely on outdated documentation as evidence of current funds and how is this credible?</p> <p>Looking at the PWC letter of comfort (dated July 2018), it asserts that:</p> <ul style="list-style-type: none"> - Funds do not belong to Helix Fiduciary but to a set of ‘ultimate beneficial owner(s)’ - Helix Fiduciary merely operate client bank accounts for these ultimate beneficial owners - The accounts contain liquid assets in the form of cash, short term investments, equities and similar positions

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			<ul style="list-style-type: none"> - The accounts show net combined balances of £15M across two bank account structures reported on two different dates; 19 June 2018 and 28 June 2018. <p>PWC make no statement regarding the ultimate beneficial owners' consent to invest in a cargo hub at Manston.</p> <ol style="list-style-type: none"> 1. Why does the Applicant therefore consider that the PWC July 2018 letter is of relevance to this application? 2. Where is the proof that the ultimate beneficial owners of these funds agree to invest in this project? 3. How can the ExA be assured that the ultimate beneficial owners' funds are not going to be used to bridge a funding gap to cover the immediate costs of this transaction without their knowledge or consent? 4. What risk and possible liability might sit with the UK Government as a result of point 3 above if the SoS were to approve this application? 5. How would the UK Government's position be viewed given its knowledge that the Applicant failed in its previous attempts to obtain a CPO as a result of due diligence conducted by another UK Government authority, Thanet District Council, which found no proof of funding? 6. How would the UK Government's position be viewed given its knowledge that Kent County Council has made clear that it is still of the opinion set out in 'Manston: The story to date and the future prospects' (March 2015), and that it has never offered its support in principle to the Development Consent Order application submitted by RiverOak Strategic Partners (see mt Deadline 6 position with written evidence from KCC Leader Paul Carter, CBE).
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			<p>7. How can this examination proceed on this basis? What more could the ExA and SoS possibly require to conclude in line with TDC and KCC that Riveroak, an overseas start-up with no funds and no assets, is not capable of delivering this project.</p>
		<p>Under Explanation of changes on the Funding Statement the Applicant states:</p> <p>4. The costs have been revised to take into account that:</p> <ol style="list-style-type: none"> a. noise mitigation costs have been reassessed as £3.85m rather than £5.6m; b. construction costs have been reassessed as £306m rather than £300m; and c. the first phase of construction has been reassessed as £180m rather than £100m. 	<ol style="list-style-type: none"> 1. On what basis have noise mitigation costs reduced by over 30%? What does the lesser budget of £3.85M cover? What has been removed from scope and what is the rationale for this? 2. On what basis have first phase construction costs increased by 80%? On this basis how are any of the Applicant’s financial forecasts deemed to be reliable?
F.3.6	The Applicant	<p>Revised Funding Statement</p> <p>The ExA notes that the confirmatory letter from PwC appended to the revised Funding Statement remains the same as that appended to the application version of the Funding Statement [APP-013]. This letter shows that a sum exceeding £15m is held at on behalf of unnamed clients at two branches of an unnamed bank in an unnamed jurisdiction some ten months before the submission of the revised Funding Statement.</p> <p>i i. Show how such partial information serves to address the test in Government guidance quoted in the revised Funding Statement to indicate how shortfalls in land acquisition and the costs of the project would be met.</p> <p>ii ii. Explain why the holdings at the two separate banks were examined on different days and</p> <p>iii iii. Show how any double counting of holdings resulting from, for example, transfers between banks in between the examination of the accounts was explicitly ruled out.</p>	<p>Revised Funding Statement.</p> <p><i>“The DCLG guidance in relation to compulsory acquisition explains that a funding statement should demonstrate that adequate funding is available to enable the compulsory acquisition within the relevant time period. The funding statement should provide as much information as possible about the resource implications of both acquiring the land and implementing the works for which the land is required.”</i></p> <p>Acquiring the land £7.5M:</p> <p>Paragraph 18 of the Funding Statement Applicant says that the total cost of acquiring the necessary land “will be no more than £7.5M”</p> <p>Based on the Applicant’s D6 Compulsory Acquisition Report (Ref TR020002/D6/CASR) and after excluding “freehold acquisition = n/a or N” and after including only those entries where “Rights and/or powers intended to acquire over plot = Y” it can be seen that:</p>

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			<ul style="list-style-type: none"> • There are 33 (thirty three) discreet individuals/organisations that own 57 discreet plots over which the Applicant intends to acquire rights and/or powers • There are at least 26 plots over which the Applicant intends to acquire the freehold <p>Returning to the ‘no more than £7.5M’ set aside to acquire the land:</p> <ol style="list-style-type: none"> 1. What is the total estimated cost to acquire the freeholds of all in-scope plots? 2. What is the total estimated cost to acquire other rights and powers for the remaining in-scope plots of land? 3. Will £7.5M cover the cost of all plots of land or just SHP land? 4. Does £7.5M take account of ‘hope value’? 5. If it does allow for hope value, for which plots and for how much? 6. For which plots has hope value not been considered? What is the estimated purchase price of these plots and why would hope value not apply? 7. Are the purchase prices and hope values agreed with the legal owners? 8. If not, how will this be resolved and what is the impact on the £value of proof of funds required? 9. Is there a break-down of estimated purchase price / consideration for rights & powers by plot? If so where? 10. If £7.5M only covers SHP land why have the other acquisition costs been excluded? <p>Noise mitigation of £3.85M (down from £5.6M previously):</p> <ol style="list-style-type: none"> 11. Part 1 on NMP £2.254M: up to 225 properties (down from the original estimate of 1000 properties) at up to £10,400 each (sums don’t add up!) 12. Part 1 on NMP £1.6M: relocation of up to eight properties <p>TOTAL LAND AND NOISE MITIGATION: £11.35M</p>
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			<p>The PWC letter refers to net combined balances of £15M in June 2018 however the Applicant maintains under paragraph 15 that they have spent £15.2M on the DCO process so far, and at paragraph 16 d that they have spent £12.8M pursuing the DCO application. Which of the two figures is it, where is the proof, and given the expenditure to date (post June 2018 when the PWC letter was written) this means that even if the ExA was minded to pay regard to the PWC letter, there is no proof of funds for land acquisition and noise mitigation requirements</p> <p>Project Funding £306M: Applicant acknowledges that there is no proof of funds to deliver the project.</p> <p>The only objective, unbiased conclusion to be drawn from the Revised Funding Statement is that the Applicant has no proof of funds for either phase of its application.</p>
		<p>FURTHER GENERAL COMMENTS WITH REFERENCE FUNDING STATEMENT:</p>	<ol style="list-style-type: none"> 1. Under Capital Funding the Applicant makes reference to a revised Joint Venture Agreement. Has this been supplied to the ExA? If not can it be requested of the Applicant? 2. How does the Joint Venture agreement enable immediate availability of client funds owned by ultimate beneficial owners and held by Helix Fiduciary in client account bank accounts?

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ND.3 Need			GR Comments
ND.3.1	The Applicant	<p>Forecasts</p> <p>The answer to question ND.2.1 states that the Azimuth report [APP-085] did not consider viability as this was a matter for the Applicant, considering that this reinforced the independence of the report.</p> <p>However, costs of flying goods to or from a particular airport or using alternative transportation must be a consideration in the choice of those looking to use such services, and if costs are set too high then this would presumably impact the forecasts negatively. The Applicant’s answer to ND.2.5 also states that handling facilities could be provided at other UK airports but that as the market is always seeking a choice in terms of price, geography, schedules and operational capacity then price factors into the market's decision.</p> <ul style="list-style-type: none"> i. Without consideration of viability in the forecasts how can the Azimuth report be any more than an assessment of potential? ii. State whether you stand by your assertion that viability does not play a role in your forecasts, justifying your response. 	<p>According to the Applicant’s submission NATIONALLY SIGNIFICANT INFRASTRUCTURE PROJECT AND ASSOCIATED DEVELOPMENT JUSTIFICATION (ref TR020002/APP/2.3):</p> <p><i>“Type of NSIP</i></p> <ul style="list-style-type: none"> 3. <i>The project falls under section 14(1)(i) of the Planning Act 2008 as ‘airport-related development’. Section 23 sets out what that means, and there are two relevant possibilities:</i> <ul style="list-style-type: none"> a. <i>the construction of an airport capable of providing air cargo transport services for at least 10,000 air transport movements of cargo aircraft per year (s23(1)(a) and s23(3)(b)); or</i> b. <i>the alteration of an airport expected to increase by at least 10,000 per year the number of air transport movements of cargo aircraft for which the airport is capable of providing air cargo transport services (s23(1)(b) and 23(5)(b)).</i> 4. <i>Our case is that the Proposed Development is the alteration of an existing airport rather than the construction of a new one. The airport closed in May 2014, its aerodrome certificate was revoked and many of the support facilities and infrastructure that are essential to allow it to operate were removed or became dilapidated. However, the runway, although unmaintained, is still in existence and will be re-used, and the airport did operate from 1916 until 2014, and has extant planning permission for use as an airport. It would be difficult to justify the premise that Manston was not already ‘an airport’. “</i>

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			<p>The Applicant is relying on the paragraph 3.b above for its designation of NSIP status.</p> <p>The requirement in 3.b above is clear; the alteration of an airport expected to increase by at least 10,000 the number of cargo ATMs per year.</p> <ol style="list-style-type: none"> 1. How does this project expect to increase the number of cargo ATMs by 10,000 per year when it has not assessed viability? 2. How does the Applicant propose the ExA deem this project capable of increasing air cargo ATMs for this airport when the costing of its services has not been assessed against its competitors and the Industry at large? If the costs are set too high – or otherwise put, if Manston cannot compete with the likes of London Heathrow; East Midlands Airport(s); Stanstead all of which heavily discount their services – then how can the alteration of Manson increase the number of air cargo ATMs by at least 10,000? 3. This being the case on what basis can this project be concluded to be a NSIP?
ND.3.6	The Applicant	<p>The Applicant’s answer to question ND.2.8 states that:</p> <p>The Applicant considers that there is incontrovertible evidence of capacity constraints in London and the South East. As is apparent from the House of Commons briefing paper on regional and local economic growth statistics (at Appendix ND.2.8 in TR20002/6/SWQ/Appendices) economic growth in London has significantly outperformed economic growth in the East Midlands so it cannot solely be underlying economic growth that explains the success of EMA.</p> <p>It agrees that the availability of an airport that does not operate under such constraints at East Midlands has meant that a significant proportion of demand has been attracted to that airport with all resultant benefits.</p>	<p>The Applicant’s states in Transportation and Traffic in relation to its transport modelling that:</p> <p><i>“The assumption is that the majority of freight (95%) will be distributed to London and the surrounding area. The remaining traffic is diluted into the network, assuming 2% to Dover and Folkstone Port, 2% to Ashford freight distribution sites and 1% to Ramsgate Port. The actual volume of HGVs is so small as to not make any material difference.”</i> (Tr.3.39)</p> <ol style="list-style-type: none"> 1. Can the Applicant comment on the impact of the High Court’s recent backing of Heathrow runway 3 on its continued insistence that there are capacity constraints in London and the South East?

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		<p>Equally, the availability of a cargo airport at Manston is likely to attract significant demand.</p> <p>The Applicant has repeatedly accepted that the ExA’s suggestions that EMA is a very important airport within the UK air freight system and is likely to remain so and grow substantially, for the foreseeable future. However, we do not accept that its existence or that of Heathrow, mean that Manston is not needed because they alone can meet all of the UK’s long-term freight needs. Notwithstanding the existence of those airports, all the evidence points to a significant amount of cargo produced in or destined for the UK begin trucked to European airports. The success of EMA is partly attributable to capacity constraints in the South East, as in the success of Liege airport.</p> <p>EMA 3-hour truck coverage (four hours is unrealistic during the day because of traffic congestion) does not reach many of the more peripheral parts of Britain, nor does it adequately cover the London and South East market in the way Manston can. EMA is geared up to handling Integrator traffic and whilst it can also handle small volumes of General Cargo during the day its capacity to do so is limited by its scope to attract based aircraft which will need overnight parking stands that will be fully utilised by integrator aircraft. EMA’s Sustainable Development Plan does not appear to make provision for substantial volume increases of this kind in the period to 2040 and EMA is not as well located to intercept cross-Channel bound freight as Manston.</p> <p>Hence, rather than seeing Manston as an alternative to EMA, it should be seen to complement it in the same way that Manston complements LHR’s bellyhold dominated operation within the South East market and will offer a reliever role for the congestion it faces for at least the next 8-10 years.</p>	<ol style="list-style-type: none"> 2. Can the Applicant explain why it has failed to reference Stansted Airport in its written response to this question? 3. What economic evidence is there to suggest that existing UK air freight services are failing London and the South East and require an additional dedicated airfreight hub located at Manston? 4. Can the Applicant demonstrate how it will compete with the prices of its London and EMA competitors for the London and South East market?
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NS.3 Noise & Vibration			GR Comments
Ns 3.5	The Applicant	<p>Onset of annoyance in communities not habituated to aircraft noise.</p> <p>Applicants response to Ns.2.13</p> <p>The Applicant has provided a note on the annoyance indicator summarising current research and policy [REP5-010]. It is noted that the Civil Aviation Authority's (CAA's) 2014 Survey of Noise Attitudes (SoNA) is based on populations living near airports. These studies are made on populations habituated to aircraft noise and, with Manston Airport not having operated in the past five years, the ExA is considering whether the population around Manston should not be considered as habituated to aircraft noise. If this is the case, then the annoyance for the population around Manston airport is likely to be greater than indicated by the SoNA study.</p> <ol style="list-style-type: none"> i. Produce a note on the onset of annoyance in populations not habituated to aircraft noise? ii. Provide an estimate how many awakenings there would be across the population overflowed at night, rather than the potential for awakenings in an individual? 	<p>Without prejudice</p> <p>Hatton and Others v United Kingdom shows Articles 8 and 13 of the European Convention for Human Rights are activated in the case of aircraft noise. It is the State's responsibility to strike a fair balance between <i>inter alia</i> the interests of economic well-being of the country and the protection of the rights and freedoms of others. Environmental protection should be taken into consideration by States in acting within their margin of appreciation.</p> <p>As the ExA rightly points out Manston Airport has been closed for five years and many people have bought homes during that period. Consequently the increase in aircraft noise will be absolute (from zero to dB value TBD once NMP is correct), day and night.</p> <ol style="list-style-type: none"> 1. What noise mitigation options are being offered to this group of homeowners that are not habituated to aircraft flying c 200m over their rooves and gardens to the tune of 58,468 ATMs per annum (160 ATMs per day)? 2. What does the ExA consider to be appropriate compensation in view of the infringement of residents' human rights under Articles 8 & 13? 3. How does this impact on the Noise mitigation budget of £3.85M (down from £5.6M previously) and the overall funding requirement? 4. How does the Applicant propose HMG demonstrate proportionality in view of the far-reaching adverse impacts to residents in Ramsgate, Herne Bay and the Villages and in view of National

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			experts' views that there is no 'need' for Manston added to which the Applicant has failed to provide proof of any funding?
Ns 3.7	The Applicant	<p>Noise insulation and ventilation grants</p> <p>The list of residential properties eligible for noise insulation and ventilation is presented in both list and plot form to allow identification of the properties [REP5-010]. The list of properties eligible appears to include commercial and industrial properties that would not be eligible for the scheme. The list also includes the Smugglers Leap Park Home estate.</p> <p>These caravan park homes may not be suitable for the application of noise insulation given their construction (see Ns. 3.6 above). It is further noted that the eligibility shown is for contours averaged for both easterly and westerly operations, rather than an actual day of westerly or easterly operation. Using the average mode could have the effect of reducing the contours as the noise is spread across the routes in a way that would not necessarily happen in a day of operation at the airport.</p> <p>Provide the eligibility contours separately for both easterly and westerly operations to derive noise insulation and ventilation eligibility?</p>	<p>1. Where is the list of residential properties eligible for noise insulation and why is it (and associated noise contour maps) not part of the Noise Mitigation Plan?</p>
Ns 3.9	The Applicant	<p>Penalty charges</p> <p>Penalty charges will be sought and enforced by the airport operator to comply with requirement 9 of the draft DCO. TDC have raised concerns about the penalty amounts and noise limits in paragraphs 16.2 and 16.3 and suggest that these are increased to reflect penalty charges at other airports to achieve the aims of the NMP. For example, London Luton Airport set the fine amount at £1000 above 82 dB(A) for the day time period, with £2000 above 80 dB(A) in the night-time period.</p> <p>i. Does the Applicant propose to amend the NMP in line with London Luton Airport penalty charges, and if not why not?</p>	<p>1. Who benefits from the penalty charges? Are these payable to Thanet District Council? How do these fines benefit the local communities impacted by the noise?</p>

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		<p>ii. Will the Applicant make provision in the NMP to increase these fines in line with inflation or a similar index?</p>	
Ns 3.11	The Applicant	<p>Quota counts</p> <p>Paragraph 1.7 of the NMP [REP6-number to be allocated] states:</p> <p><i>“The airport will be subject to an annual quota between the hours of 2300 and 0700 of 3028. Each landing and take-off at the airport during that time period is to count towards this annual quota. An aircraft is deemed to have taken off or landed during the time period if the time recorded by the appropriate ATC control unit as ‘airborne’ or ‘landed’ respectively falls within it;”</i></p> <p>i. The annual quota of 3028 should only apply between the hours of 0600 and 0700. Is that correct?</p> <p>ii. Why is the ‘ban’ on night flights only for a 7 hour period as opposed to Airports NPS recommendation for LHR of a ban on scheduled night flights for a period of six and a half hours, between the hours of 11pm and 7am, to be implemented (para 5.62)?</p>	<p>1. Assuming the annual quota of 3028 applies between 0600 and 0700, how many ATMs would this amount to per day during this timeslot?</p> <p>Base this calculation on the aircraft that the Applicant forecasts will use its stands overnight</p>
Ns 3.12	The Applicant	<p>Significant Observed Adverse Effect Level (SOAEL) daytime</p> <p>The ExA is considering whether it should be a requirement in the draft DCO that the authorised development should have an SOAEL⁵ daytime of 60 dB LAeq,16hr (free field). The Noise Mitigation Plan would be amended appropriately throughout to reflect this revised SOAEL daytime.</p> <p>What are the views of all IPs on this revised SOAEL daytime?</p> <p><small>5 The level above which significant adverse effects on health and quality of life occur</small></p>	<p>1. What is the World Health Organisation (WHO) recommendation and can the significance of including this in the DCO please be explained in lay terms? What will this mean for residents impacted by this scheme and taxpayer funded social and health services that will be impacted by increased demand?</p>

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OP.3 Operational Issues			GR Comments
OP.3.12	The Applicant MoD (Defence Infrastructure Organisation)	<p>High Resolution Direction Finder (HRDF)</p> <p>The Ministry of Defence, through the Defence Infrastructure Organisation (DIO) have previously stated that it is prepared to consider the relocation of the HRDF but that it is yet to be completely satisfied that there would be no degradation of the capability of the equipment. The Applicant’s answer to OP.2.12 confirms that Aquila are carrying out work to ascertain this, and that such work will be carried out in two phases comprising three stages.</p> <p>The answer states that Aquila are seeking to carry out Phase 1a, to confirm the suitability of an alternative location, by 9 July. The DIO have stated [letter dated 3 May 2019, reference not yet assigned] that the technical capability of the proposed new site has yet to be provided to Aquila and that the MoD will need be satisfied over both this matter and that the proposed site is adequately safeguarded, which will need a new Technical Site Direction. They consider that agreement on the re-location of the HRDF will not be achieved on or before 9 July.</p> <ul style="list-style-type: none"> i. Will phase 1b (and 2) be carried out after 9 July? ii. Will phase 1a of the works include all permissions and agreements necessary by the end of the examination, and be in place by 9 July? <p>The Applicant is reminded that the ExA cannot accept new evidence following the closure of the examination.</p>	<p><i>“The ExA consider that the implication of a failure to reach agreement with the MoD before the end of the Examination is that the ExA would not be able to recommend that any order granting development consent should include provisions relating to the Compulsory Acquisition (CA) of an interest in, or other provisions relating to, Crown land [s135 of the Planning Act 2008] for relevant Plots.”</i></p> <ol style="list-style-type: none"> 1. What is the implication of this statement for the Applicant’s project? 2. Can the project succeed without the plots in question? <ol style="list-style-type: none"> a. If yes, then why were the plots in-scope and what other plots could be de-scoped? b. If no, then why would the ExA be minded to grant the DCO with said plots excluded?

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SE.3 Socio-economic effects			GR Comments
		GENERAL COMMENT WITH REFERENCE SOCIO ECONOMIC FACTORS:	<ol style="list-style-type: none"> 1. What is the forecast number of local job losses as a direct consequence of this Project? Interested Parties have submitted evidence from Business owners saying that they would be forced to shut down and/or relocate if this project is approved. Thanet District Council and Ramsgate Town Council have raised concerns regarding impact to tourism and tourism related jobs. Kent County Council has stated that it's primary concern is for jobs for East Kent residents. Where is this impact assessment and what is the forecast number of job losses? 2. What is the forecast number of job losses from other air cargo operators as a direct consequence of this Project? Given the UK is not at capacity the introduction of air cargo at Manston of NSIP scale can only have implications for cargo operators in other parts of the country. Where is this impact assessment and what is the forecast number of job losses? 3. What is the net contribution to the UK economy of this scheme taking into account the above, plus ExA questions SE.3.3; SE.3.4; SE.3.5
SE.3.7	The Applicant	<p>Tourism</p> <p>The Applicant's answer to question SE.2.12 provides justification for overnight stay figures related to the airport, and states that smaller airports with easy access and short walking distances between surface transport drop off and aircraft boarding tend to attract older or less mobile passengers, and that this market segment may travel to the airport from greater distances to take advantage of the benefits of them to flying to and</p>	<ol style="list-style-type: none"> 1. What is the catchment area for older, less mobile passengers, how has the demand been quantified, what other regional / small airports will Manston be competing with and importantly, what does the historic data regarding the long-term success of passenger flights at Manston tell the Applicant and the ExA regarding this point?

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		<p>from Manston airport. The answer also states that such passengers may tend to stay overnight.</p> <ul style="list-style-type: none"> i. Provide evidence that smaller airports with short walking distances attract older or less mobile passengers. ii. Provide evidence that older or less mobile passengers may travel greater distances than the average specifically to use smaller airports. 	
SE.3.10	The Applicant	<p>Tourism</p> <p>The answer to question SE.2.15 contains details of inbound tourists, and states, using CAA passenger survey data, that passengers at small airports suggest approximately 90% leisure passengers, with 70% UK residents and 20% non-UK.</p> <ul style="list-style-type: none"> i. Is it reasonable to assume therefore that 20% of proposed passengers arriving at the Airport will be tourists? Or would this figure also likely contain Non-UK residents who work in the UK? ii. Figures for inbound tourism levels would depend to a certain extent on passenger flight destinations. Provide further details of likely destinations, evidence for this, and an assessment of likely levels of inbound tourists from such destinations. 	<ul style="list-style-type: none"> 1. What does the historic data regarding volumes of in-bound tourists tell the Applicant and the ExA regarding this point?

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TR.3 Transportation & traffic			GR Comments
TR.3.42	The Applicant	<p>Preliminary Construction Traffic Management Plan (PCTMP)</p> <p>The Applicant’s response to the second written question Tr.2.68 [REP6-index number to be allocated] states:</p> <p><i>“The ES and the transport assessment have always assumed that the majority of construction activity would take place in Phase 1. There has been no change to the volumes of construction traffic reported in the ES [APP-033,034,035].</i></p> <p><i>At the CAH oral evidence was given as to an amendment to the business plan so as to show an increased expenditure on construction in the first year following consent. This was a change to the business plan to bring it into line with ES and to ensure a robust worst case financial forecast with greater expenditure incurred earlier in the process. Whilst construction will begin later than anticipated the compressed programme was always modelled as a worst case within the ES [APP-033,034,035], the later start date will not change the effects reported in the ES [APP-033, 034,035] for the reasons described above.”</i></p> <ul style="list-style-type: none"> i. Where in the ES does it model a compressed programme of construction? ii. Can it reasonably be suggested by the Applicant that the same amount of construction work can be undertaken in a shorter timescale without an increase in daily construction traffic? 	<p>Under Explanation of changes on the Funding Statement the Applicant states:</p> <p><i>4. The costs have been revised to take into account that:</i></p> <ul style="list-style-type: none"> <i>a. noise mitigation costs have been reassessed as £3.85m rather than £5.6m;</i> <i>b. construction costs have been reassessed as £306m rather than £300m; and</i> <i>c. the first phase of construction has been reassessed as £180m rather than £100m.</i> <ol style="list-style-type: none"> 1. How does the Applicant propose to spend an additional £80M in the first phase of construction, and 80% increase than previously planned, without an increase in daily construction traffic? 2. What is the Applicant’s experience of building air cargo hubs?

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TR.3.11	The Applicant	<p>Financial Contributions</p> <p>KCC’s response to second written question Tr.2.2 [REP6-index number to be allocated] states:</p> <p><i>“It is further noted from the TA Addendum that the measures contained within the Thanet Transport Strategy mitigate the impact of the proposed development at several junctions that previously required standalone mitigation. As such, an appropriate financial contribution under section 106 of the Town and Country Planning Act 1990 is sought from the Applicant towards this strategy; on or before the decision in respect of this DCO is issued. Only contributions that are necessary to make the proposed development acceptable in planning terms, that are directly related to the development and are fairly and reasonably related in scale and kind are sought i.e. in compliance with the provisions of Regulation 122 of the Community Infrastructure Levy Regulations 2010. In order to quantify the contributions necessary, the Applicant must fund the completion of a revised apportionment exercise by KCC’s specialist consultants, as the proposed development falls outside of the Local Plan and no specific data is readily available for this reason.”</i></p> <ul style="list-style-type: none"> i. What is the Applicant’s response? ii. Should the draft DCO secure such financial contributions and how they will be calculated? iii. Have such contributions been taken into account in estimations of the cost of the proposed scheme? If so, show where. 	<p>See comments under my section, “ExA Third Written Questions – Summary of Funding Implications” below</p>
Tr.3.39	Highways England KCC	<p>The Applicant’s response to this as part of the second written question Tr.2.52 [REP6-index number to be allocated] states:</p> <p><i>“Tables 8.3 and 8.4 refer to “West and South London” and do not specifically refer to Surrey as a destination. Route mapping software</i></p>	<p>The Applicant states in relation to traffic modelling that,</p> <p><i>“The assumption is that the majority of freight (95%) will be distributed to London and the surrounding area. The remaining traffic is diluted into the network, assuming 2% to Dover and Folkstone Port, 2% to Ashford freight distribution sites and 1% to Ramsgate Port. The actual volume of HGVs is so small as to not make any material difference.”</i></p>

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		<p><i>identified that the journey distance via the A2 is comparable to that by the A249 and marginally quicker.</i></p> <p><i>The assumption is that the majority of freight (95%) will be distributed to London and the surrounding area. The remaining traffic is diluted into the network, assuming 2% to Dover and Folkstone Port, 2% to Ashford freight distribution sites and 1% to Ramsgate Port. The actual volume of HGVs is so small as to not make any material difference.”</i></p> <p>Do HE and KCC agree with the Applicant’s view?</p>	<p>1. If 95% of freight will be distributed to London and the surrounding area, then where is the ‘need’ for Manston in view of existing capacity across London airports including Stansted, and the recent High Court decision in favour of LHR runway 3?</p>
Tr.3.44	The Applicant	<p>Car Parking Management Strategy</p> <p>KCC’s response to the second written question Tr.2.65 [REP6-index number to be allocated] states:</p> <p><i>[...]As the site is in a relatively isolated location, economically efficient on street parking enforcement may be challenging to deliver, which could have a bearing on the behaviour of road users. It would be more appropriate for the strategy/DCO to include a commitment to funding necessary monitoring (and implementation if deemed necessary) of a controlled parking zone around the site. It may also be necessary for Thanet District Council to introduce additional civil enforcement resource (Parking Wardens), as such discussion with TDC parking services team should also be sought to explore the feasibility and implications surrounding this issue.</i></p>	<p>See comments under my section, “ExA Third Written Questions – Summary of Funding Implications” below</p>

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ExA Third Written Questions – Deadline 7. Summary of Funding Implications			
			GR Comments
		GENERAL COMMENT WITH REGARDS COMMENTS CONTAINED IN THIS DEADLINE 7 SUBMISSION:	<p>There are a requests of the Applicant from a number of Interested Parties to review and revise the Funding Statement, including the initial funding requirement currently estimated at £11.35M. The following have been identified through the course of this Deadline 7 submission (list not exhaustive):</p> <ul style="list-style-type: none"> • Costs to include acquisition of freeholds and other rights and powers of <i>all</i> in-scope plots, with associated ‘hope value’ as appropriate. There are at least 26 plots over which the Applicant intends to acquire the freehold (SEE GR COMMENTS UNDER FR3.6). The current provision of £7.5M appears to be attributable to SHP land only • Noise mitigation compensation to make provision for homeowners that have acquired their properties since the airport closed five years ago, the rationale for this being a potential law suit under ECHR Articles 8 and 13 (see Hatton & Others v United Kingdom that shows these articles to be engaged in case of aircraft noise) • Noise mitigation compensation to make provision for schools, including outdoor teaching spaces • Noise mitigation compensation to make provision for the 775 properties arbitrarily de-scoped by the Applicant upon increasing the compensation amount for the 225 properties worst affected

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			<ul style="list-style-type: none"> • Noise mitigation compensation to make provision for an accurate, updated list of residential properties eligible for noise insulation once the noise contour maps have been updated and accurately reflect the fleet mix aligned to the air cargo sector • Compensation to make provision for local businesses required to close and/or relocate as a consequence of this project • Compensation to make provision for caravan owners to relocate as noise insulation cannot be installed • Funding to make provision for KCC requirement for a financial contribution under section 106 of the Town and Country Planning Act 1990 towards the Thanet Transport Strategy, plus costs to complete a revised apportionment exercise by KCC’s specialist consultants (SEE KCC’s response to second written question Tr.2.2) • Funding to make provision for KCC requirement for necessary monitoring (and implementation if deemed necessary) of a controlled parking zone around the site (SEE KCC TR.3.44). • Funding to be allocated to cover SHP compensation for costs incurred in defending the DCO, claimed under DCLG, Awards of costs: examinations of applications for development consent orders. Guidance’ • Funding to be allocated to cover other Interested Parties costs incurred in defending the DCO, claimed under DCLG, Awards of costs: examinations of applications for development consent orders. Guidance’.
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APPENDIX



Sir Roger Gale (North Thanet) (Con)



As Britain leaves the European Union, we are going to have to develop more markets in Asia and the far east. That will mean more passenger traffic and, in particular, more freight traffic. Is it not therefore essential for the national interest that RiverOak's plans for a freight hub at Manston should be allowed to proceed and to be successful, and that we should preserve Manston as an airport?

Chris Grayling



I absolutely understand how strongly people in Thanet feel about the future of Manston. I know how controversial it is, and has been. I can simply say to my hon. Friend that this Government would be perfectly supportive of proposals to develop a freight hub at Manston, but I am afraid that that has to be a matter for the local community, the owners and the local authority, and I hope that they reach the right decision in the interest of the nation.

As per Hansard at: <http://bit.ly/2I7KHEa>

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Government confirms support for an air freight hub at Manston

Published on September 15th, 2016

The Secretary of State for Transport, Chris Grayling, has confirmed ongoing support for Manston Airport.

Speaking at transport questions in the Commons this (Thursday) morning, Manston's MP, Sir Roger Gale, said: "As Britain leaves the EU we shall have to develop more business with Asia and the Far East. That will create a demand not only for more passenger traffic but particularly for more air freight. Will my Rt. Hon. Friend confirm that RiverOak needs to succeed in its efforts to open an air freight hub at Manston and is it not the case that Manston Airport must be preserved as a piece of important national infrastructure?"

Responding the Secretary of State said that while he recognised that there were differences of local opinion about the future of the airport in East Kent the Government "would be perfectly supportive of proposals to develop a freight hub at Manston," and hoped the right decision would be reached "in the interest of the nation."

Speaking after the exchange Sir Roger said:

"It is clear that as we develop new markets to replace those that we shall lose within the EU and that as goods and personnel have to travel greater distances we are going to need much more capacity in the South East.

Whatever decision is taken about an additional runway at Gatwick or Heathrow we need capacity now if we are not to lose more business to mainland Europe. Manston Airport is available immediately and we must see this project through as soon as possible. I am pleased, therefore, that the Secretary of State did not hesitate to reinforce the Government's ongoing support for Manston as an airport".



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London SW1Y 4NW
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Manston Airport Development Consent Order - Deadline 6 Compulsory Acquisition Status Report – Document Reference TR020002/D6/CASR

1	2	3	4	5	6	7	8	9	10	11	12	13
Name of Affected Person	Plots in which party has an interest		Party Interested as:	Relevant Works No(s)	Freehold Acquisition (y/n)	Rights and/or powers intended to acquire over plot	Relevant Representation submitted? (y/n and RR-number if yes)	Written Representation submitted? (y/n and WR-number if yes)	Objection made y/n	Recent Progress/Current position on negotiation	Matters outstanding and measures to be taken	Agreement Reached? (y/n)
	Plot nos	Category										
1948 Group Limited	045	1	Owners or Reputed Owners (subsoil interest in highway only)	26, 29, 31 and 32	n	Article 29	n	n	n	<p>23 March 2018 - Letter seeking to advance voluntary negotiations sent</p> <p>25 September 2018 - Follow up letter seeking to advance voluntary negotiations sent</p> <p>1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent</p> <p>6 March 2019 - Email from Wesley Ray to the Applicant to make contact following letter dated 1 March</p> <p>13 March 2019 - Call and message left by George Yerrell of RiverOak</p>	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Alan Christopher Roberts	182	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	<p>16 February 2018 - Letter seeking to advance voluntary negotiations sent</p> <p>19 February 2018 - Call between Mr Roberts and Elizabeth Paraskeva of the Applicant's solicitors who advised he would be happy to enter into an agreement, subject to getting legal advice, but would welcome further details as regards the proposed terms. Elizabeth Paraskeva directed Mr Roberts to Colin Smith of the Applicant's surveyors</p> <p>20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent</p> <p>20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement</p> <p>11 January 2019 - Mr Roberts attended meeting at Cliffsend Village Hall</p> <p>1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent</p> <p>4 March 2019 - Email from Mr Roberts to the Applicant regarding next steps in the negotiation process</p> <p>13 March 2019 - Email from George Yerrell of RiverOak to Mr Roberts regarding the desire to acquire subsoil interests pertaining to the pipeline and offering to send a document outlining the terms of the proposed maintenance obligation</p> <p>13 March 2018 - Email from Mr Roberts to George Yerrell stating he would be happy to peruse the document without prejudice to any of their rights</p>	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Alan Christopher Roberts	183	2 & 3	Beneficiary of rights of access	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 182	See above in plot 182	n
Alan John Parsons	180	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	<p>16 February 2018 - Letter seeking to advance voluntary negotiations sent</p> <p>7 March 2018 - Email from Jeff Nurse (on behalf of Alan Parsons) to Colin Smith of the Applicant's surveyors, who wanted more information as to how the acquisition of subsoil is going to affect him and his property</p> <p>9 March 2018 - Call between Colin Smith and Jeff Nurse to explain the background of what is being sought. Jeff Nurse stated that Alan Parsons is in favour of the airport provided that his property is not adversely affected by anything proposed regarding the pipe and that he's happy to progress in the way outlined</p> <p>20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent</p> <p>20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement</p> <p>1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent</p>	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Alexander Michael Watt	045	1	Owners or Reputed Owners (subsoil interest in highway only)	26, 29, 31 and 32	n	Article 29	n	n	n	<p>23 March 2018 - Letter seeking to advance voluntary negotiations sent</p> <p>25 September 2018 - Follow up letter seeking to advance voluntary negotiations sent</p> <p>1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent</p>	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
A-Line Oceana Limited	028	1	Occupiers	8, 9, 14, 22 and 25	y	Article 19	n	n	n	<p>7 February 2018 - Letter seeking to advance voluntary negotiations sent</p> <p>24 September 2018 - Follow up letter seeking to advance voluntary negotiations sent</p> <p>1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent</p>	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
A-Line Oceana Limited	036	1	Occupiers	22	y	Article 19	n	n	n	See above in plot 028	See above in plot 028	n
Alison Deacon	001	1	Lessee/Tenant	5	n	Article 22	n	n	n	<p>9 February 2018 - Letter seeking to advance voluntary negotiations sent</p> <p>21 September 2018 - Follow up letter seeking to advance voluntary negotiations sent</p> <p>1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent</p>	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Alison Deacon	008	2 & 3	Beneficiary of rights of access	5	n	Article 22	n	n	n	See above in plot 001	See above in plot 001	n
Alison Deacon	012	2 & 3	Beneficiary of rights of access	5	n	Article 22	n	n	n	See above in plot 001	See above in plot 001	n
Andrew James Appleby	018	1	Owners or Reputed Owners (subsoil interest in highway only)	25, 26, 28 and 30	n	Article 29	n	n	n	<p>23 March 2018 - Letter seeking to advance voluntary negotiations sent</p> <p>20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent</p> <p>20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement</p> <p>1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent</p>	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Andrew James Reeve	170	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	<p>16 February 2018 - Letter seeking to advance voluntary negotiations sent</p> <p>20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent</p> <p>20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement</p> <p>1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent</p>	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n

Andrew John Beal	113	2 & 3	Beneficiary of rights granted by a Conveyance dated 13 October 1972	n/a	y (subsoil only)	Article 23	n	n	n	16 February 2018 - Letter seeking to advance voluntary negotiations sent 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 21 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots, permanent rights and to progress discussions regarding voluntary agreement 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent 2 March 2019 - Email from Mr and Mrs Beal to the Applicant requesting information regarding the proposed acquisition of land or land rights 11 March 2019 - Email from George Yerrall of RiverOak to Mr and Mrs Beal regarding the desire to claim ownership of the pipeline 11 March 2019 - Email from Mr and Mrs Beal to the Applicant seeking clarification as to voluntary negotiations regarding land and land rights 13 March 2019 - Email from George Yerrall of RiverOak to Mr and Mrs Beal clarifying the desire to enter into voluntary negotiations to acquire the subsoil interests around the pipeline, and offering to send proposed documents outlining conditions for acquiring rights 13 March 2019 - Email from Mr and Mrs Beal to George Yerrall requesting to see the proposed documents	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Andrew John Beal	115	2 & 3	Beneficiary of rights of access granted by a Transfer dated 21 June 1973	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 113	See above in plot 113	n
Andrew John Beal	116	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 113	See above in plot 113	n
Andrew John Beal	117	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 22 & 23	n	n	n	See above in plot 113	See above in plot 113	n
Andrew John Beal	118	1	Owners or Reputed Owners	n/a	n	Article 22	n	n	n	See above in plot 113	See above in plot 113	n
Andrew John Beal	119	2 & 3	Beneficiary of rights granted by a Conveyance dated 13 October 1972	n/a	n	Article 22	n	n	n	See above in plot 113	See above in plot 113	n
Andrew Paul Hargreaves	092	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	4 April 2018 - Letter seeking to advance voluntary negotiations sent 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 21 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots, permanent rights and to progress discussions regarding voluntary agreement 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Andrew Paul Hargreaves	094	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 092	See above in plot 092	n
Andrew Paul Hargreaves	095	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 22 & 23	n	n	n	See above in plot 092	See above in plot 092	n
Andrew Paul Hargreaves	097	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 092	See above in plot 092	n
Andrew Thalys	167	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	16 February 2018 - Letter seeking to advance voluntary negotiations sent 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Andrew Thalys	168	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 167	See above in plot 167	n
Angela Ellis	165	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	16 February 2018 - Letter seeking to advance voluntary negotiations sent 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Ann Ruth Penelope Townend	097	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	16 February 2018 - Letter seeking to advance voluntary negotiations sent 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Ann Ruth Penelope Townend	100	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 097	See above in plot 097	n
Anna Maria Victoria Bernadette Andrews	045	1	Owners or Reputed Owners (subsoil interest in highway only)	26, 29, 31 and 32	n	Article 29	n	n	n	23 March 2018 - Letter seeking to advance voluntary negotiations sent 25 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Annington Property Limited	018a	1	Lessees/Tenants	26 and 30	n	Article 29	n	n	n	7 February 2018 - Letter seeking to advance voluntary negotiations sent 23 March 2018 - Second letter seeking to advance voluntary negotiations sent 21 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Annington Property Limited	040a	2 & 3	Beneficiary of rights granted by a Transfer dated 6 August 1999	26	n	Article 29	n	n	n	See above in plot 018a	See above in plot 018a	n
Anthony Jenkins Fuel Oil Limited	071	1	Lessees/Tenants	19	y	Article 19	n	n	n	8 February 2018 - Letter seeking to advance voluntary negotiations sent, acknowledging ongoing discussions on acquisition February - September 2018 - Ongoing negotiation and engagement between the parties with land agreement completed. Registration of title to RiverOak Fuels Limited	None - agreement reached	y
Anthony Jenkins Fuel Oil Limited	072	1	Lessees/Tenants	19	y	Article 19	n	n	n	See above in plot 071	None - agreement reached	y
Anthony Jenkins Fuel Oil Limited	072a	1	Lessees/Tenants	Associated development	y	Article 19	n	n	n	See above in plot 071	None - agreement reached	y
Anthony Jenkins Fuel Oil Limited	077	1	Lessees/Tenants	19	y	Article 19	n	n	n	See above in plot 071	None - agreement reached	y

Anthony Norman Jenkins	071	2 & 3	Beneficiary of rights in respect of an Overage Deed dated 17 September 2018 and a reservation of a rentcharge contained in a Transfer dated 8 August 2007	19	y	Article 19	n	n	n	8 February 2018 - Letter seeking to advance voluntary negotiations sent, acknowledging ongoing discussions on acquisition February - September 2018 - Ongoing negotiation and engagement between the parties with land agreement completed. Registration of title to RiverOak Fuels Limited. N.B. Plot 073 and 078 included in respect of subsoil up to half width of highway	None - agreement reached	y
Anthony Norman Jenkins	072	2 & 3	Beneficiary of rights in respect of an Overage Deed dated 17 September 2018 and a reservation of a rentcharge contained in a Transfer dated 8 August 2007	19	y	Article 19	n	n	n	See above in plot 071	None - agreement reached	y
Anthony Norman Jenkins	072a	2 & 3	Beneficiary of rights in respect of an Overage Deed dated 17 September 2018 and a reservation of a rentcharge contained in a Transfer dated 8 August 2007	Associated development	y	Article 19	n	n	n	See above in plot 071	None - agreement reached	y
Anthony Norman Jenkins	077	2 & 3	Beneficiary of rights in respect of an Overage Deed dated 17 September 2018 and a reservation of a rentcharge contained in a Transfer dated 8 August 2007	19	y	Article 19	n	n	n	See above in plot 071	None - agreement reached	y
Avman Engineering Limited	015	1	Lessees/Tenants	1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13, 19, 20, 21, 22, 24, 25	y	Article 19	n	n	n	7 February 2018 - Letter seeking to advance voluntary negotiations sent 12 February 2018 - Email from Chris Wilson, a representative of Avman Engineering Limited, to the Applicant's solicitors stating that the plan accompanying the letter sent (dated 7 February 2018) was incorrect 13 February 2018 - Email from Elizabeth Paraskeva of the Applicant's solicitors stating that she has passed his email on to WSP who are the land referencers 20 February 2018 - Email from Elizabeth Paraskeva of the Applicant's solicitors to Chris Wilson, attaching an updated plan supplied by WSP 23 February 2018 - Email from Chris Wilson to Elizabeth Paraskeva of the Applicant's solicitors stating that the plan is still not quite correct and that he will show in green where the plan is wrong 2 March 2018 - Email from Elizabeth Paraskeva of the Applicant's solicitors to Chris Wilson as regards the plan and asking that he forwards comments to Dan Lewis from WSP in order to be clear and have an accurate record of the extent of the land occupied 24 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 4 October 2018 - Email from Monika Węglarz of the Applicant's solicitors to Chris Wilson with a draft of the Statement of Common Ground 6 November 2018 - Email from Chris Wilson to Monika Węglarz with signed draft Statement of Common Ground 14 November 2018 - Email from Monika Węglarz to Chris Wilson with final Statement of Common Ground for signing 14 November 2018 - Email from Chris Wilson to Monika Węglarz with pdf of final Statement of Common Ground attached 16 January 2019 - Email correspondence between Applicant and Avman Engineering obtaining consent to access buildings for ecological surveys	Statement of Common Ground entered into. The Statement of Common Ground contains provisions as to timings of new negotiations	y (Statement of Common Ground)
Barbara Ann Parsons	097	1	Owners or Reputed Owners (in respect of subsoil up to half width of highway)	n/a	y (subsoil only)	Article 23	n	n	n	16 February 2018 - Letter seeking to advance voluntary negotiations sent 5 March 2018 - Call from Barbara Ann Parsons to discuss red line boundary on the plan she received 5 March 2018 - Call returned by Elizabeth Paraskeva of the Applicant's solicitors leaving a message explaining the requirements with a request for a call back if further information was needed 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent 8 March 2019 - Call from Barbara Ann Parsons to discuss the book of reference 8 March 2019 - Call to Barbara Ann Parsons returned by Rahil Haq of the Applicant's solicitors 8 March 2019 - Call to Barbara Ann Parsons by Rahil Haq leaving a message with Ms Parsons' colleague 13 March 2019 - Call between Barbara Ann Parsons and George Yerrell of RiverOak regarding proposed documents for acquisition. Mrs Parsons did not want to see the documents at this stage. Mr Yerrell assured her there is no intention of excavating her lawn	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Barbara Ann Parsons	098	2 & 3	Beneficiary of rights reserved by a Transfer dated 25 October 2002	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 097	See above in plot 097	n
Barbara Ann Parsons	099	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 097	See above in plot 097	n
Barry Ernest Austen	018	1	Owners or Reputed Owners (subsoil interest in highway only)	25, 26, 28 and 30	n	Article 29	n	n	n	23 March 2018 - Letter seeking to advance voluntary negotiations sent 25 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n

Barry James Morris	097	1	Owners or Reputed Owners (in respect of subsoil up to half width of highway)	n/a	y (subsoil only)	Article 23	n	y (REP3-001)	n	16 February 2018 - Letter seeking to advance voluntary negotiations sent 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Bernard Jack Brooks	181	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	16 February 2018 - Letter seeking to advance voluntary negotiations sent 20 February 2018 - Call from Mrs. Baldwin on behalf of her uncle Bernard Jack Brooks, to the Applicant's solicitors regarding the letter she had received dated 16 February 2018. Mrs Baldwin was given Colin Smith of the Applicant's surveyors' telephone number 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Brenda Bridget Hoare	097	1	Owners or Reputed Owners (in respect of subsoil up to half width of highway)	n/a	y (subsoil only)	Article 23	n	n	n	16 February 2018 - Letter seeking to advance voluntary negotiations sent 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent (Ms Hoare has requested that no further contact is made by the Applicant)	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Brian George Bedingfield	153	1	Owners or Reputed Owners (in respect of subsoil up to half width of highway)	n/a	y (subsoil only)	Article 23	n	n	n	16 February 2018 - Letter seeking to advance voluntary negotiations sent 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 21 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots, permanent rights and to progress discussions regarding voluntary agreement 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Brian George Bedingfield	155	1	Owners or Reputed Owners (in respect of subsoil up to half width of highway)	n/a	y (subsoil only)	Article 22 & 23	n	n	n	See above in plot 153	See above in plot 153	n
Brian George Bedingfield	156	1	Owners or Reputed Owners (in respect of subsoil up to half width of highway)	n/a	n	Article 22	n	n	n	See above in plot 153	See above in plot 153	n
Brian George Bedingfield	157	1	Owners or Reputed Owners (in respect of subsoil up to half width of highway)	n/a	n	Article 22	n	n	n	See above in plot 153	See above in plot 153	n
Brian George Bedingfield	158	1	Owners or Reputed Owners (in respect of subsoil up to half width of highway)	n/a	n	Article 22	n	n	n	See above in plot 153	See above in plot 153	n
Brian George Bedingfield	159	1	Owners or Reputed Owners (in respect of subsoil up to half width of highway)	n/a	y (subsoil only)	Article 22 & 23	n	n	n	See above in plot 153	See above in plot 153	n
Brian George Bedingfield	160	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 22 & 23	n	n	n	See above in plot 153	See above in plot 153	n
Brian George Bedingfield	161	1	Owners or Reputed Owners	n/a	n	Article 22	n	n	n	See above in plot 153	See above in plot 153	n
Brian George Bedingfield	162	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 153	See above in plot 153	n
Brian William Hedges	173	2 & 3	Beneficiary of rights contained in a Transfer dated 11 November 1958	n/a	y (subsoil only)	Article 23	n	n	n	16 February 2018 - Letter seeking to advance voluntary negotiations sent 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Brian William Hedges	174	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 173	See above in plot 173	n

BT Group plc	015	1	Occupiers	1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13, 19, 20, 21, 22, 24, 25	y	Article 19	n	n	n	<p>9 February 2018 - Letter seeking to advance voluntary negotiations sent</p> <p>20 September 2018 - Email with attached letter seeking to advance voluntary negotiations sent</p> <p>4 October 2018 - Email from Oksana Price of the Applicant's solicitors to Dionne Herelle at BT seeking to contact BT's legal team to engage on the voluntary acquisition of land and rights, attaching letter dated 20 September 2018</p> <p>11 October 2018 - Call between Oksana Price and Dionne Price. Dionne's team covers property issues rather than apparatus so she has contacted Openreach to progress this further</p> <p>16 November 2018 - Email from Dionne Herelle to Oksana Price attaching document confirming BT's location within the Manston Airport region, and requesting that updates are provided to track development</p> <p>20 November 2018 - Email from Oksana Price to Dionne Herelle confirming the Applicant's solicitors have not heard back from OpenReach and asking for a contact in the legal department at BT or OpenReach to discuss the interaction of the proposed development with BT's existing infrastructure at Manston Airport</p> <p>20 November 2018 - Email from Dionne Herelle to Oksana Price attaching a response from the OpenReach team and suggesting a contact in the legal team</p> <p>17 December 2018 - Email from Oksana Price to Christine Taylor at Openreach forwarding previous correspondence sent to BT and seeking to progress negotiations and updating regarding examination process</p> <p>11 January 2019 - Call from Oksana Price to Openreach general number, leaving a message to find out when the Applicant's solicitors were likely to get a response</p> <p>29 January 2019 - Call from Oksana Price to Openreach general number to chase regarding a response to progress negotiations, leaving a message with the operator. The operator said that the person dealing with this will be Marc Taylor and that she will pass on the message to him to call back as soon as possible</p> <p>5 February 2019 - Email from Marc Taylor of BT to Oksana Price confirming he will examine the proposals within the next 4 weeks and the provision of Openreach apparatus within the Order limits</p> <p>8 February 2019 - Email from Oksana Price to Marc Taylor sending the link the relevant drawings and a copy of draft Statement of Common Ground seeking to progress negotiations</p> <p>1 March 2019 - Call between Oksana Price and Gavin Young of the Canterbury office who took a message for Marc Taylor noting the urgency of response</p> <p>1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent</p> <p>6 March 2019 - Call between Oksana Price and Gavin Young who took a message for Marc Taylor. Message also left on Marc Taylor's mobile</p> <p>6 March 2019 - Email from Oksana Price to Marc Taylor as a follow up to the call</p> <p>7 March 2019 - Call between Oksana Price and Marc Taylor who reported that he did not have any specific concerns but noted that the agreement regarding the Statement of Common Ground and protective provisions will come from their legal department. Marc said he would update Oksana on 8 March and they would have a follow up call on 12 March</p> <p>12 March 2019 - Call between Oksana Price and Marc Taylor regarding the Statement of Common Ground and protective provisions confirming Marc is still waiting for internal confirmation as to who should be the relevant contact</p> <p>28 March 2019 - Call between Oksana Price and Marc Taylor confirming Marc is still locating the relevant contact to review the documents</p> <p>28 March 2019 - Email from Marc Taylor to Oksana Price copying in various contacts from BT/Openreach, including their legal team, asking to progress the matter</p>	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
BT Group plc	015a	1	Occupiers	Associated development	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	n
BT Group plc	015b	1	Occupiers	n/a	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	n
BT Group plc	016	1	Occupiers	Associated development	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	n
BT Group plc	016a	1	Occupiers	Associated development	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	n
BT Group plc	016c	1	Occupiers	Associated development	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	n
BT Group plc	017	1	Occupiers	n/a	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	n
BT Group plc	019	1	Occupiers	n/a	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	n
BT Group plc	019a	1	Occupiers	n/a	n	Article 22	n	n	n	See above in plot 015	See above in plot 015	n
BT Group plc	019b	1	Occupiers	n/a	n	Article 22	n	n	n	See above in plot 015	See above in plot 015	n
BT Group plc	020	1	Occupiers	n/a	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	n
BT Group plc	020a	1	Occupiers	n/a	n	Article 22	n	n	n	See above in plot 015	See above in plot 015	n
BT Group plc	021	1	Occupiers	n/a	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	n
BT Group plc	022	1	Occupiers	n/a	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	n
BT Group plc	023	1	Occupiers	n/a	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	n
BT Group plc	024	1	Occupiers	n/a	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	n
BT Group plc	025	1	Occupiers	n/a	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	n
BT Group plc	026	1	Occupiers	25	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	n
BT Group plc	028	1	Occupiers	8, 9, 14, 22 and 25	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	n
BT Group plc	036	1	Occupiers	22	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	n
BT Group plc	037	1	Occupiers	9, 20, 22	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	n
BT Group plc	038	1	Occupiers	3, 20, 22	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	n
BT Group plc	039	1	Occupiers	1 and 22	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	n
BT Group plc	041	1	Occupiers	8	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	n
BT Group plc	045	1	Occupiers	26, 29, 31 and 32	n	Article 29	n	n	n	See above in plot 015	See above in plot 015	n
BT Group plc	048	1	Occupiers	23	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	n
BT Group plc	048b	1	Occupiers	Associated development	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	n
BT Group plc	049	1	Occupiers	4, 15, 16 and 23	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	n
BT Group plc	049a	1	Occupiers	16 and 29	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	n

BT Group plc	050	1	Occupiers	4, 15, 16, 17 and 27	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	n
BT Group plc	050a	1	Occupiers	27	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	n
BT Group plc	050c	1	Occupiers	16 and 23	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	n
BT Group plc	050e	1	Occupiers	17 and 27	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	n
BT Group plc	051b	1	Occupiers	Associated development	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	n
BT Group plc	053a	1	Occupiers	Associated development	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	n
BT Group plc	053b	1	Occupiers	Associated development	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	n
BT Group plc	055	1	Occupiers	18	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	n
BT Group plc	056	1	Occupiers	2 and 8	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	n
BT Group plc	056a	1	Occupiers	21	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	n
BT Group plc	059	1	Occupiers	Associated development	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	n
BT Group plc	068	1	Occupiers	Associated development	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	n
BT Group plc	069	1	Occupiers	Associated development	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	n
C.J. Montgomery Limited	054a	1	Occupiers	21	y	Article 19	n	n	n	7 February 2018 - Letter seeking to advance voluntary negotiations sent 24 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
C.J. Montgomery Limited	056a	2 & 3	Beneficiary in respect of restrictive covenants contained in a Transfer dated 21 May 2004	21	y	Article 19	n	n	n	See above in plot 054a	See above in plot 054a	n
C.J. Montgomery Limited	057	1, 2 & 3	Occupiers and beneficiary in respect of restrictive covenants contained in a Transfer dated 21 May 2004	21	y	Article 19	n	n	n	See above in plot 054a	See above in plot 054a	n
Catherine Margaret Beal	113	2 & 3	Beneficiary of rights granted by Coveyance dated 13 October 1972	n/a	y (subsoil only)	Article 23	n	n	n	16 February 2018 - Letter seeking to advance voluntary negotiations sent 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 21 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots, permanent rights and to progress discussions regarding voluntary agreement 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent 2 March 2019 - Email from Mr and Mrs Beal to the Applicant requesting information regarding the proposed acquisition of land or land rights 11 March 2019 - Email from George Yerrall of RiverOak to Mr and Mrs Beal regarding the desire to claim ownership of the pipeline 11 March 2019 - Email from Mr and Mrs Beal to the Applicant seeking clarification as to voluntary negotiations regarding land and land rights 13 March 2019 - Email from George Yerrell of RiverOak to Mr and Mrs Beal clarifying the desire to enter into voluntary negotiations to acquire the subsoil interests around the pipeline, and offering to send proposed documents outlining conditions for acquiring rights 13 March 2019 - Email from Mr and Mrs Beal to George Yerrell requesting to see the proposed documents	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Catherine Margaret Beal	115	2 & 3	Beneficiary in respect of rights of access granted by a Transfer dated 21 June 1973	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 113	See above in plot 113	n
Catherine Margaret Beal	116	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 113	See above in plot 113	n
Catherine Margaret Beal	117	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 22 & 23	n	n	n	See above in plot 113	See above in plot 113	n
Catherine Margaret Beal	118	1	Owners or Reputed Owners	n/a	n	Article 22	n	n	n	See above in plot 113	See above in plot 113	n
Catherine Margaret Beal	119	2 & 3	Beneficiary of rights granted by Conveyance dated 13 October 1972	n/a	n	Article 22	n	n	n	See above in plot 113	See above in plot 113	n
Catherine Wai-Lin Chang	018	1	Owners or Reputed Owners (subsoil interest in highway only)	25, 26, 28 and 30	n	Article 29	n	n	n	23 March 2018 - Letter seeking to advance voluntary negotiations sent 25 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Charles River UK Limited	045	1	Owners or Reputed Owners (subsoil interest in highway only)	26, 29, 31 and 32	n	Article 29	n	n	n	23 March 2018 - Letter seeking to advance voluntary negotiations sent 25 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Charlotte Victoria Bryant	018	1	Owners or Reputed Owners (subsoil interest in highway only)	25, 26, 28 and 30	n	Article 29	n	n	n	23 March 2018 - Letter seeking to advance voluntary negotiations sent 25 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
China Gateway International Limited	018	1	Owners or Reputed Owners (subsoil interest in highway only)	25, 26, 28 and 30	n	Article 29	n	n	n	23 March 2018 - Letter seeking to advance voluntary negotiations sent 25 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Daphne Lawrence King	176	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	16 February 2018 - Letter seeking to advance voluntary negotiations sent 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
David John Austen	097	1	Owners or Reputed Owners (in respect of subsoil up to half width of highway)	n/a	y (subsoil only)	Article 23	n	n	n	16 February 2018 - Letter seeking to advance voluntary negotiations sent 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n

David Page	018	1	Owners or Reputed Owners (subsoil interest in highway only)	25, 26, 28 and 30	n	Article 29	n	n	n	23 March 2018 - Letter seeking to advance voluntary negotiations sent 25 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
David Peter Green	045	1	Owners or Reputed Owners (subsoil interest in highway only)	26, 29, 31 and 32	n	Article 29	n	n	n	23 March 2018 - Letter seeking to advance voluntary negotiations sent 25 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
David Snow	103	1	Owners or Reputed Owners	Associated development	y (subsoil only)	Article 23	n	n	n	16 February 2018 - Letter seeking to advance voluntary negotiations sent 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement 11 January 2019 - Mr Snow attended meeting at Cliffsend Village Hall 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
David Snow	107	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 103	See above in plot 103	n
David Steed	015	1	Occupiers	1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13, 19, 20, 21, 22, 24, 25	y	Article 19	y (RR-0421)	n	n	7 February 2018 - Letter seeking to advance voluntary negotiations sent 9 February 2018: Call between David Steed and Elizabeth Paraskeva of the Applicant's solicitors to acknowledge the letter sent dated 7 February 2018. David Steed stated he supports the project. He clarified that part of the land shown on the PIL plan is leased from Stone Hill Park Limited, which is expiring this year and that he is the owner of the remainder, comprising the landing lights 21 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
David Steed	059	1	Occupiers	Associated development	y	Article 19	y (RR-0421)	n	n	See above in plot 015	See above in plot 015	n
David Steed	060	1, 2 & 3	Occupiers and beneficiary in respect of rights contained in a Conveyance dated 19 April 1990	6	n	Article 22	y (RR-0421)	n	n	See above in plot 015	See above in plot 015	n
David Steed	061	1, 2 & 3	Occupiers and beneficiary in respect of rights contained in a Conveyance dated 19 April 1990	6	n	Article 22	y (RR-0421)	n	n	See above in plot 015	See above in plot 015	n
David Steed	062	1, 2 & 3	Occupiers and beneficiary in respect of rights contained in a Conveyance dated 19 April 1990	6	n	Article 22	y (RR-0421)	n	n	See above in plot 015	See above in plot 015	n
David Steed	063	1, 2 & 3	Owners or Reputed Owners and beneficiary in respect of rights contained in a Conveyance dated 19 April 1990	6	n	Article 22	y (RR-0421)	n	n	See above in plot 015. Additionally, there is an existing lease in place between (1) David Steed, Michael Karl Remane Dyer, Martin Allen and John Robert Kennedy Browne as Trustees of the Norman Steed Farm Land Trust and David Steed and (2) RiverOak AL Limited for a term of 25 years from and including 10 October 2016 to 9 October 2041. Pursuant to clause 5.13 of the lease, this permits the sharing of the occupation of the Premises with any company that is a member of the same group and the Applicant has the benefit of the rights contained in the lease.	See above in plot 015. Permanent rights are sought to mirror the rights granted in the Lease.	y (for a fixed term)
David Steed	064	1	Owners or Reputed Owners	6	n	Article 22	y (RR-0421)	n	n	See above in plot 015	See above in plot 015	n
David Steed	065	1	Owners or Reputed Owners	6	n	Article 22	y (RR-0421)	n	n	See above in plot 015. Additionally, there is an existing lease in place between (1) David Steed, Michael Karl Remane Dyer, Martin Allen and John Robert Kennedy Browne as Trustees of the Norman Steed Farm Land Trust and David Steed and (2) RiverOak AL Limited for a term of 25 years from and including 10 October 2016 to 9 October 2041. Pursuant to clause 5.13 of the lease, this permits the sharing of the occupation of the Premises with any company that is a member of the same group and the Applicant has the benefit of the rights contained in the lease.	See above in plot 015. Permanent rights are sought to mirror the rights granted in the Lease.	y (for a fixed term)
David Steed	066	1	Owners or Reputed Owners	6	n	Article 22	y (RR-0421)	n	n	See above in plot 015	See above in plot 015	n
David Steed	067	1	Owners or Reputed Owners	6	n	Article 22	y (RR-0421)	n	n	See above in plot 015	See above in plot 015	n
David Steed	068	1	Occupiers	Associated development	y	Article 19	y (RR-0421)	n	n	See above in plot 015	See above in plot 015	n
David Steed	069	1	Occupiers	Associated development	y	Article 19	y (RR-0421)	n	n	See above in plot 015	See above in plot 015	n
David Young	085	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	16 February 2018 - Letter seeking to advance voluntary negotiations sent 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n

Derek Arthur Carter	086	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	<p>16 February 2018 - Letter seeking to advance voluntary negotiations sent</p> <p>20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent</p> <p>20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement</p> <p>1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent</p> <p>5 March 2019 - Email from Mr and Mrs Carter to the Applicant requesting a copy of the application documents</p> <p>14 March 2019 - Email from Lydia Ryan of the Applicant's solicitors to Mr and Mrs Carter attaching the book of reference and land plans</p> <p>16 March 2019 - Email from Mr and Mrs Carter to Lydia Ryan requesting that the application documents are sent by post</p> <p>19 March 2019 - Email from Lydia Ryan to Mr and Mrs Carter confirming the documents have been sent by post</p> <p>19 March 2019 - Letter sent enclosing application documents</p> <p>21 March 2019 - Email from Mr and Mrs Carter to the Applicant asking for clarification on their interest as land owners</p>	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
East Kent Opportunities Limited Liability Partnership	018	1	Owners or Reputed Owners (subsoil interest in highway only)	25, 26, 28 and 30	n	Article 29	n	n	n	<p>23 March 2018 - Letter seeking to advance voluntary negotiations sent</p> <p>25 September 2018 - Follow up letter seeking to advance voluntary negotiations sent</p> <p>1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent</p>	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Edward Albert Silvester	107	1	Owners or Reputed Owners (in respect of subsoil up to half width of highway)	n/a	y (subsoil only)	Article 23	n	n	n	<p>16 February 2018 - Letter seeking to advance voluntary negotiations sent</p> <p>20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent</p> <p>20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement</p> <p>21 December 2018 - Second letter sent regarding above meeting and to progress discussions regarding pipeline rights and permanent rights</p> <p>11 January 2019 - Mr Silvester attended meeting at Cliffsend Village Hall</p> <p>1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent</p>	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Edward Albert Silvester	111	1	Owners or Reputed Owners (in respect of subsoil up to half width of highway)	n/a	y (subsoil only)	Article 22 & 23	n	n	n	See above in plot 107	See above in plot 107	n
Edward Albert Silvester	114	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 107	See above in plot 107	n
Edward Albert Silvester	114a	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 107	See above in plot 107	n
Edward Martin Spanton	016	1	Owners or Reputed Owners (in respect of subsoil)	Associated development	y	Article 19	n	n	n	<p>7 February 2018 - Letter seeking to advance voluntary negotiations sent</p> <p>21 September 2018 - Follow up letter seeking to advance voluntary negotiations sent</p> <p>21 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots, permanent rights and to progress discussions regarding voluntary agreement</p> <p>1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent</p>	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Edward Martin Spanton	016c	1	Occupiers	Associated development	y	Article 19	n	n	n	See above in plot 016	See above in plot 016	n
Edward Martin Spanton	017	1	Owners or Reputed Owners	n/a	y	Article 19	n	n	n	See above in plot 016	See above in plot 016	n
Edward Martin Spanton	019	1	Owners or Reputed Owners	n/a	y	Article 19	n	n	n	See above in plot 016	See above in plot 016	n
Edward Martin Spanton	019a	1	Owners or Reputed Owners	n/a	n	Article 22	n	n	n	See above in plot 016	See above in plot 016	n
Edward Martin Spanton	019b	1	Owners or Reputed Owners	n/a	n	Article 22	n	n	n	See above in plot 016	See above in plot 016	n
Edward Martin Spanton	020	1	Owners or Reputed Owners	n/a	y	Article 19	n	n	n	See above in plot 016	See above in plot 016	n
Edward Martin Spanton	020a	1	Owners or Reputed Owners	n/a	n	Article 22	n	n	n	See above in plot 016	See above in plot 016	n
Edward Martin Spanton	021	1	Occupiers	n/a	y	Article 19	n	n	n	See above in plot 016	See above in plot 016	n
Edward Martin Spanton	022	1	Owners or Reputed Owners	n/a	y	Article 19	n	n	n	See above in plot 016	See above in plot 016	n
Edward Martin Spanton	023	1	Owners or Reputed Owners	n/a	y	Article 19	n	n	n	See above in plot 016	See above in plot 016	n
Edward Martin Spanton	024	1	Occupiers	n/a	y	Article 19	n	n	n	See above in plot 016	See above in plot 016	n
Edward Martin Spanton	025	1	Occupiers	n/a	y	Article 19	n	n	n	See above in plot 016	See above in plot 016	n
Edward Martin Spanton	078	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 016	See above in plot 016	n
Edward Martin Spanton	079	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 016	See above in plot 016	n
Edward Martin Spanton	080	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 016	See above in plot 016	n
Edward Martin Spanton	081	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 22 & 23	n	n	n	See above in plot 016	See above in plot 016	n
Edward Martin Spanton	082	1	Owners or Reputed Owners	n/a	n	Article 22	n	n	n	See above in plot 016	See above in plot 016	n
Edward Martin Spanton	096	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 016	See above in plot 016	n
Elizabeth Morse	045	1	Owners or Reputed Owners (subsoil interest in highway only)	26, 29, 31 and 32	n	Article 29	n	n	n	<p>23 March 2018 - Letter seeking to advance voluntary negotiations sent</p> <p>25 September 2018 - Follow up letter seeking to advance voluntary negotiations sent</p> <p>(Correspondence will now be dealt with by Ms Morse's daughter, Karen Elizabeth Morse)</p>	The Applicant will continue to contact this party to seek to advance voluntary negotiations through Karen Elizabeth Morse	n
Emma Jane Hargreaves	092	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	<p>4 April 2018 - Letter seeking to advance voluntary negotiations sent</p> <p>20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent</p> <p>21 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots, permanent rights and to progress discussions regarding voluntary agreement</p> <p>1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent</p>	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Emma Jane Hargreaves	094	1	Owners or Reputed Owners (in respect of subsoil up to half width of highway)	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 092	See above in plot 092	n
Emma Jane Hargreaves	095	1	Owners or Reputed Owners (in respect of subsoil up to half width of highway)	n/a	y (subsoil only)	Article 22 & 23	n	n	n	See above in plot 092	See above in plot 092	n
Emma Jane Hargreaves	097	1	Owners or Reputed Owners (in respect of subsoil up to half width of highway)	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 092	See above in plot 092	n

Gary Clive Copey	088	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	<p>16 February 2018 - Letter seeking to advance voluntary negotiations sent</p> <p>20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent</p> <p>20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement</p> <p>1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent</p>	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Georgia Mai Pallett	045	1	Owners or Reputed Owners (subsoil interest in highway only)	26, 29, 31 and 32	n	Article 29	n	n	n	<p>23 March 2018 - Letter seeking to advance voluntary negotiations sent</p> <p>25 September 2018 - Follow up letter seeking to advance voluntary negotiations sent</p> <p>1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent</p>	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Government Legal Department	019c	2 & 3	Beneficiary in respect of bona vacantia land relating to rights formerly held by Advance Laundries Limited, as beneficiary of Licence dated 14 February 1949	n/a	n	Article 22	n	n	n	<p>16 February 2018 - Letter seeking to advance voluntary negotiations sent</p> <p>23 March 2018- Email from John Williams of the Bona Vacantia Division to Elizabeth Paraskeva of the Applicant's solicitors confirming receipt of the letter dated 16 February 2018</p> <p>26 March 2018- Email from Elizabeth Paraskeva to John Williams for clarification on timings for establishing jurisdiction and explains there are 3 dissolved companies that are affected within the Order limits, which need a decision</p> <p>28 March 2018- Email from John Williams to Elizabeth Paraskeva advising that he would look into the interests of the dissolved companies. He advised that it usually takes between two and four weeks to establish jurisdiction at which point they will decide whether to hold, sell or disclaim any assets discovered. John Williams stated that he will write again when he knows more about the other two companies</p> <p>30 March 2018- Email from Elizabeth Paraskeva to John Williams attaching plans showing the respective land areas for Advance Laundries Limited's interest and Omega Properties Limited's interests in order to assist checks</p> <p>12 April 2018- Email from Elizabeth Paraskeva to John Williams with update on the DCO, informing him that RiverOak's application was submitted and acknowledged by PINS on 10 April and that they have until the 8 May to provide a decision as to acceptance</p> <p>16 April 2018 - Email from John Williams to Elizabeth Paraskeva providing an update - they are likely to disclaim any interest in the assets in respect of Plot Nos 018 and 019c (Omega Properties Limited and Advance Laundries Limited, both dissolved, respectively) but they are still considering the position regarding the option listed at Plot No 050b (Manston Developments Limited, dissolved)</p> <p>8 May 2018 - Email from Elizabeth Paraskeva to John Williams querying the outcome of their checks and seeking a decision on the dissolved companies</p> <p>9 May 2018 - Email from John Williams to Elizabeth Paraskeva to say they have not finalised their position and are awaiting input from the Department of Transport</p> <p>17 May 2018 - Email from Elizabeth Paraskeva to John Williams explaining that checks have revealed Omega Properties Limited are not dissolved. WSP, the land referencers, have advised that they will be making contact with Omega Properties Limited in Malta and sending a late letter to progress their enquires</p> <p>30 May 2018 - Email from Emma Dark to John Williams querying whether the Treasury Solicitor's decision has been finalised for Advance Laundries Limited (ALL) and Manston Developments Limited (MDL)</p> <p>31 May 2018 - Email from John Williams advising position is unchanged and indicating they are likely to disclaim the interest of ALL but may retain the interest of MDL. John explained he is waiting for colleagues across government to feed into this matter and will be in contact once he has an update</p> <p>15 August 2018 - Email from Emma Dark querying decision for ALLimited and MDL</p> <p>15 August 2018 - John Williams confirms no developments yet, but he will prompt colleagues around government</p> <p>29 August 2018 - Email from Elizabeth Paraskeva to John Williams confirming acceptance of application for examination and pressing for a decision in respect of ALL and MDL</p> <p>30 August 2018 - Email from John Williams to Elizabeth Paraskeva - advises they have established jurisdiction in both cases and are satisfied that these assets are now vested in bona vacantia. However, they have not yet decided what to do with these assets and are holding off making a decision until other parts of government are ready</p> <p>4 September 2018 - Email from Elizabeth Paraskeva to John Williams confirming client instruction will be taken</p> <p>5 February 2019 - Email from Elizabeth Paraskeva to John Williams asking for confirmation of the GLD's position regarding the relevant plots in time for deadline 3 of the Rule 8 letter</p> <p>6 February 2019 - Email exchanges between John Williams and Elizabeth Paraskeva regarding the uncertainty of the status of the two plots and that the GLD are waiting to hear definitively from the Department for Transport (DFT)</p> <p>18 March 2019 - Email from Elizabeth Paraskeva to John Williams regarding any changes to the position on the two bona vacantia plots</p> <p>18 March 2019 - Email from John Williams to Elizabeth Paraskeva confirming that there are no changes to their position but he will ask the DFT again</p> <p>18 March 2019 - Email from Elizabeth Paraskeva to John Williams acknowledging his response</p>	Decision to be made by Government Legal Department as regards bona vacantia land	n

Government Legal Department	050b	2	Beneficiary in respect of bona vacantia land relating to rights formerly held by Manston Developments Limited, as beneficiary of option agreement dated 29 July 1999	15, 16 and 23	y	Article 19	n	n	n	See above in plot 019c	Decision to be made by GLD as regards bona vacantia land	n
Graham Charles Silsbury	045	1	Owners or Reputed Owners (subsoil interest in highway only)	26, 29, 31 and 32	n	Article 29	n	n	n	23 March 2018 - Letter seeking to advance voluntary negotiations sent 25 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Hazel Ann Elks	018	1	Owners or Reputed Owners (subsoil interest in highway only)	25, 26, 28 and 30	n	Article 29	n	n	n	23 March 2018 - Letter seeking to advance voluntary negotiations sent 25 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Hunglish Limited	043	1	Occupiers	22	y	Article 19	n	n	n	7 February 2018 - Letter seeking to advance voluntary negotiations sent 24 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 27 September 2018 - Email received by George Yerrell from Bill Watson at Hunglish relating to relocation 4 October 2018 - Email from George Yerrell to Bill Watson in response to query, requesting further information 31 January 2019 - Email exchange between Jessica Hobbs of the Applicant's solicitors and Bill Watson - Applicant requests and obtains consent to access the building occupied by Hunglish Limited for the purposes of ecological surveys 24 February 2019 - Email from Bill Watson to George Yerrell confirming the units Hunglish occupy	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Ian Chamberlain	018	1	Owners or Reputed Owners (subsoil interest in highway only)	25, 26, 28 and 30	n	Article 29	n	n	n	9 February 2018 - Letter seeking to advance voluntary negotiations sent 23 March 2018 - Second letter seeking to advance voluntary negotiations sent 28 March 2018 - E-mail from Jon Dahms, representing Mr Chamberlain, to Elizabeth Paraskeva of the Applicant's solicitors, objecting to the amount of land the project is seeking. 3 April 2018 - E-mail from Elizabeth Paraskeva to Jon Dahms with an update confirming RiverOak are happy to arrange a site meeting, to discuss and allow agreement to be pursued as to the exact amount of land the project requires for the road-widening at the junction by Mr Chamberlain's land. Site meeting proposed and the intention is for this to take place post acceptance of the DCO 18 September 2018 - Email from Elizabeth Paraskeva to Jon Dahms with an update confirming the DCO application has been accepted 21 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 21 September 2018 - Email from Elizabeth Paraskeva to Jon Dahms attaching letter sent to Ian Chamberlain seeking to advance voluntary negotiations 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent 4 March 2019 - Email from Rahil Haq of the Applicant's solicitors to Jon Dahms attaching the letter sent to Mr Chamberlain on 1 March 4 March 2019 - Email from Jon Dahms to Rahil Haq stating that they are keen to hold a meeting to discuss negotiations on behalf of Mr Chamberlain 5 March 2019 - Call between Jon Dahms and the Applicant regarding the land to be acquired from Mr Chamberlain	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Ian Chamberlain	040	1	Owners or Reputed Owners	Associated development	y	Article 19	n	n	n	See above in plot 018	See above in plot 018	n
Ian Chamberlain	040a	1	Owners or Reputed Owners	26	n	Article 29	n	n	n	See above in plot 018	See above in plot 018	n
Instro Precision Limited	028	1	Occupiers	8, 9, 14, 22 and 25	y	Article 19	n	n	n	7 February 2018 - Letter seeking to advance voluntary negotiations sent 24 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Instro Precision Limited	036	1	Occupiers	22	y	Article 19	n	n	n	See above in plot 028	See above in plot 028	n
Jacqueline Ann Carter	086	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	16 February 2018 - Letter seeking to advance voluntary negotiations sent 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent 5 March 2019 - Email from Mr and Mrs Carter to the Applicant requesting a copy of the application documents 14 March 2019 - Email from Lydia Ryan of the Applicant's solicitors to Mr and Mrs Carter attaching the book of reference and land plans 16 March 2019 - Email from Mr and Mrs Carter to Lydia Ryan requesting that the application documents are sent by post 19 March 2019 - Email from Lydia Ryan to Mr and Mrs Carter confirming the documents have been sent by post 19 March 2019 - Letter sent enclosing application documents 21 March 2019 - Email from Mr and Mrs Carter to the Applicant asking for clarification on their interest as land owners	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Jacqueline Jenkins	071	2 & 3	Beneficiary of rights in respect of an Overage Deed dated 17 September 2018	19	y	Article 19	n	n	n	8 February 2018 - Letter seeking to advance voluntary negotiations sent February - September 2018 - Ongoing negotiation and engagement between the parties with land agreement completed. Registration of title to RiverOak Fuels Limited. N.B. Plot 073 included in respect of subsoil up to half width of highway	None - agreement reached	y

Jacqueline Jenkins	072	2 & 3	Beneficiary of rights in respect of an Overage Deed dated 17 September 2018	19	y	Article 19	n	n	n	See above in plot 071	None - agreement reached	y
Jacqueline Jenkins	072a	2 & 3	Beneficiary of rights in respect of an Overage Deed dated 17 September 2018	Associated development	y	Article 19	n	n	n	See above in plot 071	None - agreement reached	y
Jane Blackwell	045	1	Owners or Reputed Owners (subsoil interest in highway only)	26, 29, 31 and 32	n	Article 29	n	n	n	23 March 2018 - Letter seeking to advance voluntary negotiations sent 25 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Janet Valvona	045	1	Owners or Reputed Owners (subsoil interest in highway only)	26, 29, 31 and 32	n	Article 29	n	n	n	23 March 2018 - Letter seeking to advance voluntary negotiations sent 25 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Jean Lily Brooks	181	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	16 February 2018 - Letter seeking to advance voluntary negotiations sent 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Jeremy Ian de Rose	045	1	Owners or Reputed Owners (as trustee for RAF Manston Spitfire and Hurricane Memorial Museum) (subsoil interest in highway only)	n/a	n	Article 29	y (RR-0801)	n	n	7 February 2018 - Letter seeking to advance voluntary negotiations sent 23 March 2018 - Second letter seeking to advance voluntary negotiations sent 1 October 2018 - Follow up letter seeking to advance voluntary negotiations sent	Statement of Common Ground entered into. The Statement of Common Ground contains provisions as to timings of new negotiations and to relocation	y (Statement of Common Ground)
Jeremy Ian de Rose	047	2 & 3	Trustee of the RAF Manston Spitfire and Hurricane Memorial Museum in respect of rights granted by a Transfer dated 15 October 2014	23	y	Article 19	y (RR-0801)	n	n	See above in plot 045	See above in plot 045	y (Statement of Common Ground)
Jeremy Ian de Rose	047a	2 & 3	Trustee of the RAF Manston Spitfire and Hurricane Memorial Museum in respect of rights granted by a Transfer dated 15 October 2014	23	y	Article 19	y (RR-0801)	n	n	See above in plot 045	See above in plot 045	y (Statement of Common Ground)
Jeremy Ian de Rose	048	1	Trustee of the RAF Manston Spitfire and Hurricane Memorial Museum in respect of rights granted by a Transfer dated 15 October 2014	23	y	Article 19	y (RR-0801)	n	n	See above in plot 045	See above in plot 045	y (Statement of Common Ground)
Jeremy Ian de Rose	048a	2 & 3	Trustee of the RAF Manston Spitfire and Hurricane Memorial Museum in respect of rights granted by a Transfer dated 15 October 2014	Associated development	y	Article 19	y (RR-0801)	n	n	See above in plot 045	See above in plot 045	y (Statement of Common Ground)
Jeremy Ian de Rose	048b	1	Trustee of the RAF Manston Spitfire and Hurricane Memorial Museum in respect of rights granted by a Transfer dated 15 October 2014	Associated development	y	Article 19	y (RR-0801)	n	n	See above in plot 045	See above in plot 045	y (Statement of Common Ground)
Jeremy Ian de Rose	050	2 & 3	Trustee of the RAF Manston Spitfire and Hurricane Memorial Museum in respect of rights granted by a Transfer dated 15 October 2014	4, 15, 16, 17 and 27	y	Article 19	y (RR-0801)	n	n	See above in plot 045	See above in plot 045	y (Statement of Common Ground)
Jeremy Ian de Rose	050b	2 & 3	Trustee of the RAF Manston Spitfire and Hurricane Memorial Museum in respect of rights granted by a Transfer dated 15 October 2014	15, 16 and 23	y	Article 19	y (RR-0801)	n	n	See above in plot 045	See above in plot 045	y (Statement of Common Ground)
Jeremy Ian de Rose	050c	2 & 3	Trustee of the RAF Manston Spitfire and Hurricane Memorial Museum in respect of rights granted by a Transfer dated 15 October 2014	16 and 23	y	Article 19	y (RR-0801)	n	n	See above in plot 045	See above in plot 045	y (Statement of Common Ground)
Jeremy Ian de Rose	050d	2 & 3	Trustee of the RAF Manston Spitfire and Hurricane Memorial Museum in respect of rights granted by a Transfer dated 15 October 2014	Associated development	y	Article 19	y (RR-0801)	n	n	See above in plot 045	See above in plot 045	y (Statement of Common Ground)

Jeremy Ian de Rose	050e	2 & 3	Trustee of the RAF Manston Spitfire and Hurricane Memorial Museum in respect of rights granted by a Transfer dated 15 October 2014	17 and 27	y	Article 19	y (RR-0801)	n	n	See above in plot 045	See above in plot 045	y (Statement of Common Ground)
Jeremy Ian de Rose	051b	2 & 3	Trustee of the RAF Manston Spitfire and Hurricane Memorial Museum in respect of rights granted by a Transfer dated 15 October 2014	Associated development	y	Article 19	y (RR-0801)	n	n	See above in plot 045	See above in plot 045	y (Statement of Common Ground)
Jeremy Ian de Rose	053a	2 & 3	Trustee of the RAF Manston Spitfire and Hurricane Memorial Museum in respect of rights granted by a Transfer dated 15 October 2014	Associated development	y	Article 19	y (RR-0801)	n	n	See above in plot 045	See above in plot 045	y (Statement of Common Ground)
Jeremy Ian de Rose	053b	2 & 3	Trustee of the RAF Manston Spitfire and Hurricane Memorial Museum in respect of rights granted by a Transfer dated 15 October 2014	Associated development	y	Article 19	y (RR-0801)	n	n	See above in plot 045	See above in plot 045	y (Statement of Common Ground)
John Leonard Dalton	045	1	Owners or Reputed Owners (subsoil interest in highway only)	26, 29, 31 and 32	n	Article 29	n	n	n	23 March 2018 - Letter seeking to advance voluntary negotiations sent 25 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
John McIntyre Dixon	177	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	16 February 2018 - Letter seeking to advance voluntary negotiations sent 19 February 2018 - Call between Mr Dixon and Elizabeth Paraskeva of the Applicant's solicitors. Mr Dixon was keen to discuss his compensation entitlement. Elizabeth Paraskeva provided him with Colin Smith of the Applicant's surveyors' contact details and explained the intention is to hold a meeting once the application had been submitted 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement 21 December 2018 - Second letter sent regarding above meeting and to progress discussions regarding pipeline rights and permanent rights 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
John McIntyre Dixon	177a	1	Owners or Reputed Owners (in respect of subsoil up to half width of highway)	n/a	n	Article 22	n	n	n	See above in plot 177	See above in plot 177	n
John McIntyre Dixon	177b	1	Owners or Reputed Owners	n/a	n	Article 22	n	n	n	See above in plot 177	See above in plot 177	n
John McIntyre Dixon	177c	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 22 & 23	n	n	n	See above in plot 177	See above in plot 177	n
John Michael Thornton	045	1	Owners or Reputed Owners (subsoil interest in highway only)	26, 29, 31 and 32	n	Article 29	n	n	n	23 March 2018 - Letter seeking to advance voluntary negotiations sent 25 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
John Philpott Austen	018	1	Owners or Reputed Owners (subsoil interest in highway only)	25, 26, 28 and 30	n	Article 29	n	n	n	23 March 2018 - Letter seeking to advance voluntary negotiations sent 25 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
John Samuel Blackwell	045	1	Owners or Reputed Owners (subsoil interest in highway only)	26, 29, 31 and 32	n	Article 29	n	n	n	23 March 2018 - Letter seeking to advance voluntary negotiations sent 25 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
John Stuart Buchanan	171	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	16 February 2018 - Letter seeking to advance voluntary negotiations sent 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
John Stuart Townend	097	1	Owners or Reputed Owners (in respect of subsoil up to half width of highway)	n/a	y (subsoil only)	Article 23	n	n	n	16 February 2018 - Letter seeking to advance voluntary negotiations sent 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
John Stuart Townend	100	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 097	See above in plot 097	n

John William Vinson	084	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	16 February 2018 - Letter seeking to advance voluntary negotiations sent 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Julie Ann Elridge	097	1	Owners or Reputed Owners (in respect of subsoil up to half width of highway)	n/a	y (subsoil only)	Article 23	n	n	n	16 February 2018 - Letter seeking to advance voluntary negotiations sent 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Juliet Alexandra Roberts	182	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	16 February 2018 - Letter seeking to advance voluntary negotiations sent 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement 11 January 2019 - Mrs Roberts attended meeting at Cliffsend Village Hall 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Juliet Alexandra Roberts	183	2 & 3	Beneficiary in respect of rights of access	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 182	See above in plot 182	n
June Anne Edgar	083	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	16 February 2018 - Letter seeking to advance voluntary negotiations sent 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
June Lillian Dalton	045	1	Owners or Reputed Owners (subsoil interest in highway only)	26, 29, 31 and 32	n	Article 29	n	n	n	23 March 2018 - Letter seeking to advance voluntary negotiations sent 25 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Karen Elizabeth Morse	045	1	Owners or Reputed Owners (subsoil interest in highway only)	26, 29, 31 and 32	n	Article 29	n	n	n	1 March 2019 - Letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Katherine Silvester	107	1	Owners or Reputed Owners (in respect of subsoil up to half width of highway)	n/a	y (subsoil only)	Article 23	n	n	n	16 February 2018 - Letter seeking to advance voluntary negotiations sent 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement 21 December 2018 - Second letter sent regarding above meeting and to progress discussions regarding pipeline rights and permanent rights 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Katherine Silvester	111	1	Owners or Reputed Owners (in respect of subsoil up to half width of highway)	n/a	y (subsoil only)	Article 22 & 23	n	n	n	See above in plot 107	See above in plot 107	n
Katherine Silvester	114	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 107	See above in plot 107	n
Katherine Silvester	114a	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 107	See above in plot 107	n
Kay Barbara Snow	103	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	16 February 2018 - Letter seeking to advance voluntary negotiations sent 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement 11 January 2019 - Mrs Snow attended meeting at Cliffsend Village Hall 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Kay Barbara Snow	107	1	Owners or Reputed Owners (in respect of subsoil up to half width of highway)	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 103	See above in plot 103	n
Kent County Council	008	2 & 3	Beneficiary of rights of access	5	n	Article 22	y (RR-0975)	y (REP3-137)	n	9 February 2018 - Letter seeking to advance voluntary negotiations sent 23 March 2018 - Letter seeking to advance voluntary negotiations in respect of highway plots sent 21 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots, permanent rights and to progress discussions regarding voluntary agreement 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Kent County Council	119	1	Owners or Reputed Owners	n/a	n	Article 22	y (RR-0975)	y (REP3-137)	n	See above in plot 008	See above in plot 008	n
Kent County Council	129	1	Owners or Reputed Owners	n/a	n	Article 22	y (RR-0975)	y (REP3-137)	n	See above in plot 008	See above in plot 008	n
Kent County Council	151	1	Owners or Reputed Owners (in respect of adopted highway)	n/a	n	Article 22	y (RR-0975)	y (REP3-137)	n	See above in plot 008	See above in plot 008	n
Kent County Council	153	1	Owners or Reputed Owners (in respect of adopted highway)	n/a	y (subsoil only)	Article 23	y (RR-0975)	y (REP3-137)	n	See above in plot 008	See above in plot 008	n
Kent County Council	157	1	Owners or Reputed Owners (in respect of adopted highway)	n/a	n	Article 22	y (RR-0975)	y (REP3-137)	n	See above in plot 008	See above in plot 008	n

Kent Facilities Limited	069	2	Beneficiary in respect of legal charge dated 19 September 2014	Associated development	y	Article 19	y (RR-0730)	y (REP3-140)	y	See Stone Hill Park Limited	See Stone Hill Park Limited	n
Kent Facilities Limited	070	2	Beneficiary in respect of legal charge dated 19 September 2014	19 (Access to work)	y	Article 19	y (RR-0730)	y (REP3-140)	y	See Stone Hill Park Limited	See Stone Hill Park Limited	n
Kent Facilities Limited	070a	2	Beneficiary in respect of legal charge dated 19 September 2014	19 (Access to work)	y	Article 19	y (RR-0730)	y (REP3-140)	y	See Stone Hill Park Limited	See Stone Hill Park Limited	n
Kevan Charles Short	178	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	16 February 2018 - Letter seeking to advance voluntary negotiations sent 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Kirsty Jane Durrell	097	1	Owners or Reputed Owners (in respect of subsoil up to half width of highway)	n/a	y (subsoil only)	Article 23	n	n	n	16 February 2018 - Letter seeking to advance voluntary negotiations sent 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent 22 March 2019 - Email from Kirsty and Sean Durrell to the Applicant regarding the intentions for acquiring land and/or land rights	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Kirsty Jane Durrell	102	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 097	See above in plot 097	n
Lesley Rushton	060	1	Owners or Reputed Owners	6	n	Article 22	n	n	n	4 April 2018 - Letter seeking to advance voluntary negotiations sent 21 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Lesley Rushton	061	1	Owners or Reputed Owners	6	n	Article 22	n	n	n	See above in plot 060	See above in plot 060	n
Lesley Rushton	062	1	Owners or Reputed Owners	6	n	Article 22	n	n	n	See above in plot 060	See above in plot 060	n
Lesley Rushton	063	1	Owners or Reputed Owners	6	n	Article 22	n	n	n	See above in plot 060	See above in plot 060	n
Lester Archer Hovenden	179	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	16 February 2018 - Letter seeking to advance voluntary negotiations sent 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Linda Anne Buchanan	171	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	16 February 2018 - Letter seeking to advance voluntary negotiations sent 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Linda Marion Copsey	088	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	16 February 2018 - Letter seeking to advance voluntary negotiations sent 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Lindsay Deacon	001	1	Lessees/Tenants	5	n	Article 22	n	n	n	9 February 2018 - Letter seeking to advance voluntary negotiations sent 21 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Lindsay Deacon	008	2 & 3	Beneficiary of rights of access	5	n	Article 22	n	n	n	See above in plot 001	See above in plot 001	n
Lindsay Deacon	012	2 & 3	Beneficiary of rights of access	5	n	Article 22	n	n	n	See above in plot 001	See above in plot 001	n
Lorraine Edith Smith	175	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	16 February 2018 - Letter seeking to advance voluntary negotiations sent 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Louise Kemp	018	1	Owners or Reputed Owners (subsoil interest in highway only)	25, 26, 28 and 30	n	Article 29	n	n	n	23 March 2018 - Letter seeking to advance voluntary negotiations sent 25 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n

Louise Marianne Heddle	018	1	Owners or Reputed Owners (subsoil interest in highway only)	25, 26, 28 and 30	n	Article 29	n	n	n	23 March 2018 - Letter seeking to advance voluntary negotiations sent 25 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Lynne Joyce Young	085	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	16 February 2018 - Letter seeking to advance voluntary negotiations sent 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Maggie Nora Harvey	097	1	Owners or Reputed Owners (in respect of subsoil up to half width of highway)	n/a	y (subsoil only)	Article 23	n	n	n	16 February 2018 - Letter seeking to advance voluntary negotiations sent 18 February 2018 - E-mail from Mrs Harvey to Colin Smith of the Applicant's surveyors, raising enquiry as to any risk to her property 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent 3 March 2019 - Email from Jamie Higgins on behalf of Ms Harvey confirming that Ms Harvey is now in a care home and correspondence should be sent to her daughter, with her details provided	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Marcus James Russell	045	1	Owners or Reputed Owners (as trustee for RAF Manston Spitfire and Hurricane Memorial Museum) (subsoil interest in highway only)	26, 29, 31 and 32	n	Article 29	y (RR-1084)	y (REP3-116)	n	7 February 2018 - Letter seeking to advance voluntary negotiations sent 23 March 2018 - Second letter seeking to advance voluntary negotiations sent 1 October 2018 - Follow up letter seeking to advance voluntary negotiations sent	Statement of Common Ground entered into. The Statement of Common Ground contains provisions as to timings of new negotiations and to relocation	y (Statement of Common Ground)
Mario Valvona	045	1	Owners or Reputed Owners (subsoil interest in highway only)	26, 29, 31 and 32	n	Article 29	n	n	n	23 March 2018 - Letter seeking to advance voluntary negotiations sent 25 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Marion Catherine Watt	045	1	Owners or Reputed Owners (subsoil interest in highway only)	26, 29, 31 and 32	n	Article 29	n	n	n	23 March 2018 - Letter seeking to advance voluntary negotiations sent 25 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Mark Le-Han	018	1	Owners or Reputed Owners (subsoil interest in highway only)	25, 26, 28 and 30	n	Article 29	n	n	n	23 March 2018 - Letter seeking to advance voluntary negotiations sent 25 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Martin Allen	060	1	Owners or Reputed Owners	6	n	Article 22	n	n	n	9 February 2018 - Letter seeking to advance voluntary negotiations sent 21 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Martin Allen	061	1	Owners or Reputed Owners	6	n	Article 22	n	n	n	See above in plot 060	See above in plot 060	n
Martin Allen	062	1	Owners or Reputed Owners	6	n	Article 22	n	n	n	See above in plot 060	See above in plot 060	n
Martin Allen	063	1	Owners or Reputed Owners	6	n	Article 22	n	n	n	See above in plot 060	See above in plot 060	n
Martin James Robert Pescud	018	1	Owners or Reputed Owners (subsoil interest in highway only)	25, 26, 28 and 30	n	Article 29	n	n	n	23 March 2018 - Letter seeking to advance voluntary negotiations sent 25 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Mary Ann Breeds	097	1	Owners or Reputed Owners (in respect of subsoil up to half width of highway)	n/a	y (subsoil only)	Article 23	n	n	n	16 February 2018 - Letter seeking to advance voluntary negotiations sent 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Mary Jane Neale	018	1	Owners or Reputed Owners (subsoil interest in highway only)	25, 26, 28 and 30	n	Article 29	n	n	n	23 March 2018 - Letter seeking to advance voluntary negotiations sent 25 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Maureen Brenda Hedges	174	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	16 February 2018 - Letter seeking to advance voluntary negotiations sent 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n

Met Office	027	1	Lessees/Tenants	25	y	Article 19	y (RR-1168)	n	n	<p>7 February 2018 - Letter seeking to advance voluntary negotiations sent</p> <p>21 March 2018 - Email from Stephen Nicholls at Met Office to Elizabeth Paraskeva of the Applicant's solicitor asking for update on proposed DCO and confirming Met Office intentions for use</p> <p>23 March 2018 - Email from Elizabeth Paraskeva to Stephen Nicholls confirming conference call with Tony Freudmann from RiverOak</p> <p>5 April 2018 - Email from Stephen Nicholls to Elizabeth Paraskeva requesting latest development plans</p> <p>6 April 2018 - Email from Elizabeth Paraskeva to Stephen Nicholls providing masterplan</p> <p>9 April 2018 - Email from Stephen Nicholls to Elizabeth Paraskeva querying plans</p> <p>12 April 2018 - Email from Elizabeth Paraskeva to Stephen Nicholls confirming BDB is looking into up-to-date plans</p> <p>16 April 2018 - Email from Elizabeth Paraskeva to Stephen Nicholls asking to arrange a meeting</p> <p>18 April 2018 - Email from Stephen Nicholls to Elizabeth Paraskeva advising in principle they would be happy to meet to discuss further and they will provide a summary of safeguarding requirements</p> <p>19 April 2018 - Email from John Galloway of the Applicant's solicitors to Stephen Nicholls asking for clarification on safeguarding requirements</p> <p>19 April 2018 - Email from Stephen Nicholls to John Galloway acknowledging email</p> <p>26 April 2018 - Email from Stephen Nicholls to John Galloway detailing Met Office requirements at Manston</p> <p>26 April 2018 - Email from John Galloway to Stephen Nicholls acknowledging email, with information passed to the engineering and project design team, to consider and progress. Enquiry raised as to attendees and best location for a meeting</p> <p>26 April 2018 - Email from Stephen Nicholls to John Galloway advising the attendees from the Met Office are likely to be Stephen and/or Chris Radford, their Regional Network Manager, and potentially a member from the Met's Installation Design Authority. He indicated that they would be happy to have a teleconference</p> <p>26 April 2018 - Email from Stephen Nicholls to John Galloway regarding Met Office requirement details</p> <p>2 October 2018 - Email John Galloway to Stephen Nicholls to progress negotiations and to arrange a teleconference. John Galloway asked Stephen Nicholls whether Met Office has made or is intending to make a representations to the SoS on the application</p> <p>2 October 2018 - Email John Galloway to Chris Radford at the Met Office requesting Stephen's correct email address following a bounce back.</p> <p>3 October 2018 - Email from Chris Radford to John Galloway confirming Stephen Nicholls left the Met Office a couple of weeks ago. Chris confirmed he is taking matters forward. Chris confirmed he is happy to arrange a teleconference and that the Met Office does intend to register and confirm the impact to and status of the weather station</p> <p>3 October 2018 - Email from John Galloway to Chris Radford requesting that he provides a copy of what the Met Office submits as a representation</p> <p>9 October 2018 - Email John Galloway to Chris Radford regarding a draft design for the possible relocation of the weather station and requesting a teleconference</p> <p>10 October 2018 - Email Chris Radford to John Galloway suggesting possible teleconference times</p> <p>19 October 2018 - Email Chris Radford to John Galloway requesting to re-arrange the teleconference</p> <p>19 October 2018 - Email John Galloway to Chris Radford suggesting new teleconference times</p> <p>22 October 2018 - Email Chris Radford to John Galloway suggesting a teleconference on 23 October</p> <p>22 October 2018 - Email from John Galloway to Chris Radford confirming a teleconference at 4pm on 23 October</p> <p>23 October 2018 - Teleconference between the Applicant's solicitors and the Met Office</p> <p>24 October 2018 - Email from John Galloway to Chris Radford and others following up with actions from the teleconference</p> <p>29 November 2018 - Email from John Galloway to Chris Radford requesting an update on the technical review of the second possible location for a new weather station. John Galloway attached the drafted Statement of Common Ground</p> <p>4 December 2018 - Email from Chris Radford to John Galloway confirming the Met Office are reviewing the Statement of Common Ground</p> <p>18 December 2018 - Email from John Galloway to Chris Radford asking whether the Met Office has reviewed the Statement of Common Ground and second proposed location</p> <p>21 December 2018 - Email Chris Radford to John Galloway attaching the Statement of Common Ground with tracked changes</p> <p>22 January 2019 - Email from Chris Radford to John Galloway asking for comments on the proposed Statement of Common Ground</p> <p>22 January 2019 - Email from John Galloway to Chris Radford confirming that BDB Pitmans will revert back to Met Office shortly on amendments to the Statement of Common Ground</p> <p>6 March 2019 - Email from John Galloway to Chris Radford attaching the Statement of Common Ground to be agreed</p>	<p>The Applicant will continue to contact this party to seek to advance voluntary negotiations and is close to entering into a Statement of Common Ground</p>	<p>y (Statement of Common Ground sent for signature)</p>
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											<p>8 March 2019 - Email from John Galloway to Chris Radford chasing to arrange completion of the Statement of Common Ground</p> <p>8 March 2019 - Email from Chris Radford to John Galloway confirming they are happy for the Statement to be submitted as a draft</p> <p>8 March 2019 - Email from John Galloway to Chris Radford regarding signing the Statement of Common Ground</p> <p>12 March 2019 - Email from Rahil Haq of the Applicant's solicitors to Chris Radford regarding signature of the Statement of Common Ground</p> <p>18 March 2019 - Email from Rahil Haq to Chris Radford chasing for a signature</p> <p>19 March 2019 - Email from Chris Radford to Rahil Haq regarding an amendment to paragraph 4.1.8 of the Statement of Common Ground</p> <p>19 March 2019 - Email from Elizabeth Paraskeva to Chris Radford asking for clarification as to the status of the Met Office's occupation</p> <p>20 March 2019 - Email from Chris Radford to Elizabeth Paraskeva suggesting a conversation between the Applicant's solicitor and the Met Office's solicitor</p> <p>20 March 2019 - Email from Elizabeth Paraskeva to Chris Radford confirming she awaits the Met Office's solicitor's call</p> <p>20 March 2019 - Email from Stephanie Smith of the Met Office's solicitors to arrange a call to discuss the Statement of Common Ground</p> <p>20 March 2019 - Call between Elizabeth Paraskeva and Stephanie Smith to discuss the Statement of Common Ground</p> <p>20 March 2019 - Email from Elizabeth Paraskeva to Stephanie Smith following up from the call in respect of agreeing the Statement of Common Ground</p> <p>22 March 2019 - Email from Elizabeth Paraskeva to Stephanie Smith requesting an update</p> <p>22 March 2019 - Email from Stephanie Smith to Elizabeth Paraskeva confirming that Chris Radford is looking into whether the Met Office can enter into the agreement under delegated powers</p> <p>22 March 2019 - Email from Elizabeth Paraskeva acknowledging Stephanie Smith's email</p> <p>26 March 2019 - Email from Elizabeth Paraskeva to Stephanie Smith requesting an update on the Met Office's position</p> <p>28 March 2019 - Email from Stephanie Smith to Elizabeth Paraskeva stating that Chris Radford confirmed the surrender and re-grant of the lease can be done under delegated powers, so no consent process is required</p> <p>28 March 2019 - Email from Elizabeth Paraskeva to Stephanie Smith confirming the Statement of Common Ground will be amended and re-circulated for signing</p> <p>28 March 2019 - Email from Elizabeth Paraskeva to Chris Radford attaching the updated Statement of Common Ground, requesting approval as soon as possible</p> <p>29 March 2019 - Email from Chris Radford to Elizabeth Paraskeva confirming the Statement of Common Ground is agreed</p> <p>29 March 2019 - Email from Elizabeth Paraskeva to Chris Radford confirming the hard copy will be sent for signing</p>		
Michael Deacon	001	1	Lessees/Tenants	5	n	Article 22	n	n	n	<p>9 February 2018 - Letter seeking to advance voluntary negotiations sent</p> <p>21 September 2018 - Follow up letter seeking to advance voluntary negotiations sent</p> <p>1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent</p>	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n	
Michael Deacon	008	2 & 3	Beneficiary of rights of access	5	n	Article 22	n	n	n	See above in plot 001	See above in plot 001	n	
Michael Deacon	012	2 & 3	Beneficiary of rights of access	5	n	Article 22	n	n	n	See above in plot 001	See above in plot 001	n	
Michael Karl Remane Dyer	060	1	Owners or Reputed Owners	6	n	Article 22	n	n	n	<p>9 February 2018 - Letter seeking to advance voluntary negotiations sent</p> <p>21 September 2018 - Follow up letter seeking to advance voluntary negotiations sent</p> <p>1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent</p>	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n	
Michael Karl Remane Dyer	061	1	Owners or Reputed Owners	6	n	Article 22	n	n	n	See above in plot 060	See above in plot 060	n	
Michael Karl Remane Dyer	062	1	Owners or Reputed Owners	6	n	Article 22	n	n	n	See above in plot 060	See above in plot 060	n	
Michael Karl Remane Dyer	063	1	Owners or Reputed Owners	6	n	Article 22	n	n	n	See above in plot 060	See above in plot 060	n	
Moira Laraine Flitch	169	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	<p>16 February 2018 - Letter seeking to advance voluntary negotiations sent</p> <p>20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent</p> <p>20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement</p> <p>1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent</p>	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n	
Monique Elizabeth Cox	097	1	Owners or Reputed Owners (in respect of subsoil up to half width of highway)	n/a	y (subsoil only)	Article 23	n	n	n	<p>16 February 2018 - Letter seeking to advance voluntary negotiations sent</p> <p>20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent</p> <p>20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement</p> <p>1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent</p>	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n	

Network Rail Infrastructure Limited	113	2 & 3	Beneficiary of rights granted by a Conveyance dated 15 May 1973 in respect of mines and minerals	n/a	y (subsoil only)	Article 23	y (RR-0544)	n	y	<p>16 February 2018 - Letter seeking to advance voluntary negotiations sent</p> <p>8 March 2018 - Call between Natalie Fernande at Network Rail's legal team and the Applicant's solicitors - message left</p> <p>6 September 2018 - Email from Oliver Spencer of the Applicant's solicitors to the in-house legal team at Network Rail advising that the application has now been accepted for examination and seeking to progress dialogue on land rights and protective provisions</p> <p>6 November 2018 - Meeting with Network Rail to discuss various issues including land</p> <p>20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement</p> <p>18 January 2019 - Email from Network Rail's solicitors attaching a draft Framework Agreement</p> <p>4 February 2019 - Email from Oliver Spencer to Network Rail's solicitors with comments on the draft Framework Agreement</p> <p>1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent</p> <p>6 March 2019 - Email from Oliver Spencer to Network Rail's solicitors asking for comments on a revised draft framework agreement</p> <p>6 March 2019 - Email from Network Rail's solicitors to Oliver Spencer confirming that they are reviewing the draft framework agreement</p> <p>27 March 2019 - Email from Oliver Spencer to Network Rail's solicitor in relation to compulsory acquisition and protective provisions</p>	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Network Rail Infrastructure Limited	115	2 & 3	Beneficiary of rights granted by a Conveyance dated 15 May 1973 in respect of mines and minerals, 13 October 1972	n/a	y (subsoil only)	Article 23	y (RR-0544)	n	y	See above in plot 113	See above in plot 113	n
Network Rail Infrastructure Limited	116	2 & 3	Beneficiary of rights granted by a Conveyance dated 15 May 1973 in respect of mines and minerals, 13 October 1972	n/a	y (subsoil only)	Article 23	y (RR-0544)	n	y	See above in plot 113	See above in plot 113	n
Network Rail Infrastructure Limited	117	2 & 3	Beneficiary of rights granted by a Conveyance dated 15 May 1973 in respect of mines and minerals, 13 October 1972	n/a	y (subsoil only)	Article 22 & 23	y (RR-0544)	n	y	See above in plot 113	See above in plot 113	n
Network Rail Infrastructure Limited	118	2 & 3	Beneficiary of rights granted by a Conveyance dated 15 May 1973 in respect of mines and minerals, 13 October 1972	n/a	n	Article 22	y (RR-0544)	n	y	See above in plot 113	See above in plot 113	n
Network Rail Infrastructure Limited	119	2 & 3	Beneficiary in respect of mines and minerals and in respect of rights granted by a Conveyance dated 15 May 1973	n/a	n	Article 22	y (RR-0544)	n	y	See above in plot 113	See above in plot 113	n
Network Rail Infrastructure Limited	123	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	y (RR-0544)	n	y	See above in plot 113	See above in plot 113	n
Nicola Anne Jenkins-Graham	071	2 & 3	Beneficiary of rights granted in an Overage Deed dated 17 September 2018	19	y	Article 19	n	n	n	<p>8 February 2018 - Letter seeking to advance voluntary negotiations sent</p> <p>February - September 2018 - Ongoing negotiation and engagement between the parties with land agreement completed. Registration of title to RiverOak Fuels Limited. N.B. Plot 073 included in respect of subsoil up to half width of highway</p>	None - agreement reached	y
Nicola Anne Jenkins-Graham	072	2 & 3	Beneficiary of rights granted in an Overage Deed dated 17 September 2018	19	y	Article 19	n	n	n	See above in plot 071	See above in plot 071	y
Nicola Anne Jenkins-Graham	072a	2 & 3	Beneficiary of rights granted in an Overage Deed dated 17 September 2018	Associated development	y	Article 19	n	n	n	See above in plot 071	See above in plot 071	y
Nigel Bedingfield	165	1	Occupiers	n/a	y (subsoil only)	Article 23	n	n	n	<p>16 February 2018 - Letter seeking to advance voluntary negotiations sent</p> <p>20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent</p> <p>20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement</p> <p>1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent</p>	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Nigel John Blackwell	045	1	Owners or Reputed Owners (subsoil interest in highway only)	26, 29, 31 and 32	n	Article 29	n	n	n	<p>23 March 2018 - Letter seeking to advance voluntary negotiations sent</p> <p>25 September 2018 - Follow up letter seeking to advance voluntary negotiations sent</p> <p>1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent</p>	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Omega Properties Limited	018	1	Owners or Reputed Owners (subsoil interest in highway only)	25, 26, 28 and 30	n	Article 29	n	n	n	<p>25 September 2018 - Follow up letter seeking to advance voluntary negotiations sent</p> <p>1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent</p>	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Pamela Lesley Chute	107	1	Owners or Reputed Owners (in respect of subsoil up to half width of highway)	n/a	y (subsoil only)	Article 23	n	n	n	<p>16 February 2018 - Letter seeking to advance voluntary negotiations sent</p> <p>20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent</p> <p>20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement</p> <p>1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent</p>	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n

Pamela Lesley Chute	113	2 & 3	Beneficiary of rights granted by Conveyance dated 13 October 1972	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 107	See above in plot 107	n
Pamela Lesley Chute	115	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 107	See above in plot 107	n
Pamela Lesley Chute	116	2 & 3	Beneficiary of covenants contained in a Transfer dated 21 June 1973	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 107	See above in plot 107	n
Pamela Lesley Chute	118	2 & 3	Beneficiary of rights and covenants contained in a Transfer dated 21 June 1973	n/a	n	Article 22	n	n	n	See above in plot 107	See above in plot 107	n
Pamela Lesley Chute	119	2 & 3	Beneficiary of rights granted by Conveyance dated 13 October 1972	n/a	n	Article 22	n	n	n	See above in plot 107	See above in plot 107	n
Paul Leslie Chute	107	1	Owners or Reputed Owners (in respect of subsoil up to half width of highway)	n/a	y (subsoil only)	Article 23	n	n	n	16 February 2018 - Letter seeking to advance voluntary negotiations sent 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Paul Leslie Chute	113	2 & 3	Beneficiary of rights granted by Conveyance dated 13 October 1972	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 107	See above in plot 107	n
Paul Leslie Chute	115	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 107	See above in plot 107	n
Paul Leslie Chute	116	2 & 3	Beneficiary of covenants contained in a Transfer dated 21 June 1973	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 107	See above in plot 107	n
Paul Leslie Chute	118	2 & 3	Beneficiary of rights and covenants contained in a Transfer dated 21 June 1973	n/a	n	Article 22	n	n	n	See above in plot 107	See above in plot 107	n
Paul Leslie Chute	119	2 & 3	Beneficiary of rights granted by Conveyance dated 13 October 1972	n/a	n	Article 22	n	n	n	See above in plot 107	See above in plot 107	n
Pete Wenman	045	1	Owners or Reputed Owners (as trustee for RAF Manston Spitfire and Hurricane Memorial Museum) (subsoil interest in highway only)	26, 29, 31 and 32	n	Article 29	n	n	n	7 February 2018 - Letter seeking to advance voluntary negotiations sent 23 March 2018 - Second letter seeking to advance voluntary negotiations sent 1 October 2018 - Follow up letter seeking to advance voluntary negotiations sent	Statement of Common Ground entered into. The Statement of Common Ground contains provisions as to timings of new negotiations and to relocation	y (Statement of Common Ground)
Pete Wenman	047	2 & 3	Beneficiary of rights (as trustee for RAF Manston Spitfire and Hurricane Memorial Museum) granted by a Transfer dated 15 October 2014	23	y	Article 19	n	n	n	See above in plot 045	See above in plot 045	y (Statement of Common Ground)
Pete Wenman	047a	2 & 3	Beneficiary of rights (as trustee for RAF Manston Spitfire and Hurricane Memorial Museum) granted by a Transfer dated 15 October 2014	23	y	Article 19	n	n	n	See above in plot 045	See above in plot 045	y (Statement of Common Ground)
Pete Wenman	048	1	Owners or Reputed Owners (as trustee for RAF Manston Spitfire and Hurricane Memorial Museum)	23	y	Article 19	n	n	n	See above in plot 045	See above in plot 045	y (Statement of Common Ground)
Pete Wenman	048a	2 & 3	Beneficiary of rights (as trustee for RAF Manston Spitfire and Hurricane Memorial Museum) granted by a Transfer dated 15 October 2014	Associated development	y	Article 19	n	n	n	See above in plot 045	See above in plot 045	y (Statement of Common Ground)
Pete Wenman	048b	1	Owners or Reputed Owners (as trustee for RAF Manston Spitfire and Hurricane Memorial Museum)	Associated development	y	Article 19	n	n	n	See above in plot 045	See above in plot 045	y (Statement of Common Ground)
Pete Wenman	050	2 & 3	Beneficiary of rights (as trustee for RAF Manston Spitfire and Hurricane Memorial Museum) granted by a Transfer dated 15 October 2014	4, 15, 16, 17 and 27	y	Article 19	n	n	n	See above in plot 045	See above in plot 045	y (Statement of Common Ground)
Pete Wenman	050b	2 & 3	Beneficiary of rights (as trustee for RAF Manston Spitfire and Hurricane Memorial Museum) granted by a Transfer dated 15 October 2014	15, 16 and 23	y	Article 19	n	n	n	See above in plot 045	See above in plot 045	y (Statement of Common Ground)
Pete Wenman	050c	2 & 3	Beneficiary of rights (as trustee for RAF Manston Spitfire and Hurricane Memorial Museum) granted by a Transfer dated 15 October 2014	16 and 23	y	Article 19	n	n	n	See above in plot 045	See above in plot 045	y (Statement of Common Ground)
Pete Wenman	050d	2 & 3	Beneficiary of rights (as trustee for RAF Manston Spitfire and Hurricane Memorial Museum) granted by a Transfer dated 15 October 2014	Associated development	y	Article 19	n	n	n	See above in plot 045	See above in plot 045	y (Statement of Common Ground)
Pete Wenman	050e	2 & 3	Beneficiary of rights (as trustee for RAF Manston Spitfire and Hurricane Memorial Museum) granted by a Transfer dated 15 October 2014	17 and 27	y	Article 19	n	n	n	See above in plot 045	See above in plot 045	y (Statement of Common Ground)

Pete Wenman	051b	2 & 3	Beneficiary of rights (as trustee for RAF Manston Spitfire and Hurricane Memorial Museum) granted by a Transfer dated 15 October 2014	Associated development	y	Article 19	n	n	n	See above in plot 045	See above in plot 045	y (Statement of Common Ground)
Pete Wenman	053a	2 & 3	Beneficiary of rights (as trustee for RAF Manston Spitfire and Hurricane Memorial Museum) granted by a Transfer dated 15 October 2014	Associated development	y	Article 19	n	n	n	See above in plot 045	See above in plot 045	y (Statement of Common Ground)
Pete Wenman	053b	2 & 3	Beneficiary of rights (as trustee for RAF Manston Spitfire and Hurricane Memorial Museum) granted by a Transfer dated 15 October 2014	Associated development	y	Article 19	n	n	n	See above in plot 045	See above in plot 045	y (Statement of Common Ground)
Peter Jeffrey Smith	175	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	16 February 2018 - Letter seeking to advance voluntary negotiations sent 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Polar Helicopters Limited	015	2 & 3	Beneficiary of rights of access and use	1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13, 19, 20, 21, 22, 24, 25	y	Article 19	n	n	n	7 February 2018 - Letter seeking to advance voluntary negotiations sent 24 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 9 October 2018 - Email from Joanna Purkis of the Applicant's solicitors to Sheila Garrioch and Janet at Polar Helicopters attaching the statement of common ground for review 17 October 2018 - Email from Sheila Garrioch to Joanna Purkis discussing drafting of Statement of Common Ground 5 November 2018 - Email from Joanna Purkis to Sheila Garrioch attaching revised draft Statement of Common Ground for review 6 - 8 November 2018 - Email exchanges between Sheila Garrioch and Joanna Purkis discussing drafting amendments to draft Statement of Common Ground 14 December 2018 - Email from Jessica Graham of the Applicant's solicitors to Sheila Garrioch attaching the final draft Statement of Common Ground for review 21 January 2019 - Email from Joanna Purkis to Sheila Garrioch attaching the final Statement of Common Ground, hardcopy sent to Polar Helicopter for signature 21 January 2019 - Email from Jessica Hobbs of the Applicant's solicitors to Sheila Garrioch confirming receipt of hardcopy 29 January 2019 - Statement of Common Ground signed by Applicant and softcopy emailed to Sheila Garrioch 30 January 2019 - Applicant requests and obtains consent from Sheila Garrioch to access the building occupied by Polar Helicopters for the purposes of ecological surveys	Statement of Common Ground entered into. The Statement of Common Ground contains provisions as to timings of new negotiations	y (Statement of Common Ground)
Polar Helicopters Limited	039	1	Lessees or Tenants	1, 22	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	y (Statement of Common Ground)
Robert John Chapman	124	1	Occupiers	n/a	y (subsoil only)	Article 23	n	n	n	16 February 2018 - Letter seeking to advance voluntary negotiations sent 2 March 2018: Email from Robert Chapman to Colin Smith of the Applicant's surveyors following the letter dated 16 February 2018 to confirm that he would be willing to enter into discussions with regards to RiverOak acquiring subsoil rights 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 21 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots, permanent rights and to progress discussions regarding voluntary agreement 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Robert John Chapman	128	1	Occupiers	n/a	y (subsoil only)	Article 22 and 23	n	n	n	See above in plot 124	See above in plot 124	n
Robert John Chapman	129	1	Occupiers	n/a	n	Article 22	n	n	n	See above in plot 124	See above in plot 124	n
Robert John Chapman	131	1	Occupiers	n/a	n	Article 22	n	n	n	See above in plot 124	See above in plot 124	n
Robert John Chapman	132	1	Occupiers	n/a	n	Article 22	n	n	n	See above in plot 124	See above in plot 124	n
Robert John Chapman	133	1	Occupiers	n/a	y (subsoil only)	Article 22 and 23	n	n	n	See above in plot 124	See above in plot 124	n
Robert John Chapman	134	1	Occupiers	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 124	See above in plot 124	n
Robert John Chapman	136	1	Occupiers	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 124	See above in plot 124	n
Robert John Chapman	138	1	Occupiers	n/a	n	Article 22	n	n	n	See above in plot 124	See above in plot 124	n
Robert John Chapman	140	1	Occupiers	n/a	n	Article 22	n	n	n	See above in plot 124	See above in plot 124	n
Robert John Chapman	141	1	Occupiers	n/a	n	Article 22	n	n	n	See above in plot 124	See above in plot 124	n
Robert John Chapman	142	1	Occupiers	n/a	y (subsoil only)	Article 22 and 23	n	n	n	See above in plot 124	See above in plot 124	n
Robert John Chapman	143	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 22 and 23	n	n	n	See above in plot 124	See above in plot 124	n
Robert John Chapman	144	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 124	See above in plot 124	n
Robert John Chapman	145	1	Occupiers	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 124	See above in plot 124	n
Robert John Chapman	146	1	Occupiers	n/a	y (subsoil only)	Article 22 and 23	n	n	n	See above in plot 124	See above in plot 124	n
Robert John Chapman	147	1	Occupiers	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 124	See above in plot 124	n
Robert John Chapman	148	1	Occupiers	n/a	n	Article 22	n	n	n	See above in plot 124	See above in plot 124	n
Robert John Chapman	149	1	Occupiers	n/a	y (subsoil only)	Article 22 and 23	n	n	n	See above in plot 124	See above in plot 124	n
Robert John Chapman	150	1	Occupiers	n/a	n	Article 22	n	n	n	See above in plot 124	See above in plot 124	n
Robert John Chapman	152	1	Occupiers	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 124	See above in plot 124	n
Robert John Chapman	154	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 124	See above in plot 124	n

Robin Bryan Thornton	097	1	Owners or Reputed Owners (in respect of subsoil up to half width of highway)	n/a	y (subsoil only)	Article 23	n	n	n	16 February 2018 - Letter seeking to advance voluntary negotiations sent 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Robin Cross	045	1	Owners or Reputed Owners (as trustee for RAF Manston Spitfire and Hurricane Memorial Museum) (subsoil interest in highway only)	26, 29, 31 and 32	n	Article 29	y (RR-1699)	n	n	23 March 2018 - Letter seeking to advance voluntary negotiations sent 25 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent 6 March 2019 - Call between Farah Doctor of the Applicant's solicitors and Mr Cross regarding the proposals affecting his land. Mr Cross was informed that his details would be passed to the Applicant to answer his queries 13 March 2019 - Call and message left by George Yerrell of RiverOak	Statement of Common Ground entered into. The Statement of Common Ground contains provisions as to timings of new negotiations and to relocation	y (Statement of Common Ground)
Robin Miles Willi	166	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	y (RR-1705)	n	y	16 February 2018 - Letter seeking to advance voluntary negotiations sent 25 February 2018: Email from Mr Willi acknowledging letter dated 16 February 2018. He states that he has no interest in engaging in any discussions with RiverOak due to concerns 26 February 2018: Email from Elizabeth Paraskeva of the Applicant's solicitors to acknowledge receipt of email and that she will pass on the communication to RiverOak and their agent 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Robin Miles Willi	167	1	Owners or Reputed Owners (in respect of subsoil up to half width of highway)	n/a	y (subsoil only)	Article 23	y (RR-1705)	n	y	See above in plot 166	See above in plot 166	n
Roland Arthur Poole	173	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	16 February 2018 - Letter seeking to advance voluntary negotiations sent 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Ronald David Coe	090	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	16 February 2018 - Letter seeking to advance voluntary negotiations sent 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement 11 January 2019 - Mr Coe attended meeting at Cliffsend Village Hall 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Rosa Sear	045	1	Owners or Reputed Owners (as trustee for RAF Manston Spitfire and Hurricane Memorial Museum) (subsoil interest in highway only)	26, 29, 31 and 32	n	Article 29	y (RR-1617, RR-1618)	n	n	7 February 2018 - Letter seeking to advance voluntary negotiations sent 23 March 2018 - Second letter seeking to advance voluntary negotiations sent 1 October 2018 - Follow up letter seeking to advance voluntary negotiations sent	Statement of Common Ground entered into. The Statement of Common Ground contains provisions as to timings of new negotiations and to relocation	y (Statement of Common Ground)
Rosa Sear	047	2 & 3	Beneficiary of rights (as trustee for RAF Manston Spitfire and Hurricane Memorial Museum) granted by a Transfer dated 15 October 2014	23	y	Article 19	y (RR-1617, RR-1618)	n	n	See above in plot 045	See above in plot 045	y (Statement of Common Ground)
Rosa Sear	047a	2 & 3	Beneficiary of rights (as trustee for RAF Manston Spitfire and Hurricane Memorial Museum) granted by a Transfer dated 15 October 2014	23	y	Article 19	y (RR-1617, RR-1618)	n	n	See above in plot 045	See above in plot 045	y (Statement of Common Ground)
Rosa Sear	048	1	Owners or Reputed Owners (as trustee for RAF Manston Spitfire and Hurricane Memorial Museum)	23	y	Article 19	y (RR-1617, RR-1618)	n	n	See above in plot 045	See above in plot 045	y (Statement of Common Ground)
Rosa Sear	048a	2 & 3	Beneficiary of rights (as trustee for RAF Manston Spitfire and Hurricane Memorial Museum) granted by a Transfer dated 15 October 2014	Associated development	y	Article 19	y (RR-1617, RR-1618)	n	n	See above in plot 045	See above in plot 045	y (Statement of Common Ground)
Rosa Sear	048b	1	Owners or Reputed Owners (as trustee for RAF Manston Spitfire and Hurricane Memorial Museum)	Associated development	y	Article 19	y (RR-1617, RR-1618)	n	n	See above in plot 045	See above in plot 045	y (Statement of Common Ground)

Rosa Sear	050	2 & 3	Beneficiary of rights (as trustee for RAF Manston Spitfire and Hurricane Memorial Museum) granted by a Transfer dated 15 October 2014	4, 15, 16, 17 and 27	y	Article 19	y (RR-1617, RR-1618)	n	n	See above in plot 045	See above in plot 045	y (Statement of Common Ground)
Rosa Sear	050b	2 & 3	Beneficiary of rights (as trustee for RAF Manston Spitfire and Hurricane Memorial Museum) granted by a Transfer dated 15 October 2014	15, 16 and 23	y	Article 19	y (RR-1617, RR-1618)	n	n	See above in plot 045	See above in plot 045	y (Statement of Common Ground)
Rosa Sear	050c	2 & 3	Beneficiary of rights (as trustee for RAF Manston Spitfire and Hurricane Memorial Museum) granted by a Transfer dated 15 October 2014	16 and 23	y	Article 19	y (RR-1617, RR-1618)	n	n	See above in plot 045	See above in plot 045	y (Statement of Common Ground)
Rosa Sear	050d	2 & 3	Beneficiary of rights (as trustee for RAF Manston Spitfire and Hurricane Memorial Museum) granted by a Transfer dated 15 October 2014	Associated development	y	Article 19	y (RR-1617, RR-1618)	n	n	See above in plot 045	See above in plot 045	y (Statement of Common Ground)
Rosa Sear	050e	2 & 3	Beneficiary of rights (as trustee for RAF Manston Spitfire and Hurricane Memorial Museum) granted by a Transfer dated 15 October 2014	17 and 27	y	Article 19	y (RR-1617, RR-1618)	n	n	See above in plot 045	See above in plot 045	y (Statement of Common Ground)
Rosa Sear	051b	2 & 3	Beneficiary of rights (as trustee for RAF Manston Spitfire and Hurricane Memorial Museum) granted by a Transfer dated 15 October 2014	Associated development	y	Article 19	y (RR-1617, RR-1618)	n	n	See above in plot 045	See above in plot 045	y (Statement of Common Ground)
Rosa Sear	053a	2 & 3	Beneficiary of rights (as trustee for RAF Manston Spitfire and Hurricane Memorial Museum) granted by a Transfer dated 15 October 2014	Associated development	y	Article 19	y (RR-1617, RR-1618)	n	n	See above in plot 045	See above in plot 045	y (Statement of Common Ground)
Rosa Sear	053b	2 & 3	Beneficiary of rights (as trustee for RAF Manston Spitfire and Hurricane Memorial Museum) granted by a Transfer dated 15 October 2014	Associated development	y	Article 19	y (RR-1617, RR-1618)	n	n	See above in plot 045	See above in plot 045	y (Statement of Common Ground)
Royston Allen	045	1	Owners or Reputed Owners (subsoil interest in highway only)	26, 29, 31 and 32	n	Article 29	n	n	n	23 March 2018 - Letter seeking to advance voluntary negotiations sent 25 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Sally Peri Morris	097	1	Owners or Reputed Owners (in respect of subsoil up to half width of highway)	n/a	y (subsoil only)	Article 23	n	n	n	16 February 2018 - Letter seeking to advance voluntary negotiations sent 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Sandra Elizabeth Bedingfield	153	1	Owners or Reputed Owners (in respect of subsoil up to half width of highway)	n/a	y (subsoil only)	Article 23	n	n	n	16 February 2018 - Letter seeking to advance voluntary negotiations sent 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 21 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots, permanent rights and to progress discussions regarding voluntary agreement 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Sandra Elizabeth Bedingfield	155	1	Owners or Reputed Owners (in respect of subsoil up to half width of highway)	n/a	y (subsoil only)	Article 22 and 23	n	n	n	See above in plot 153	See above in plot 153	n
Sandra Elizabeth Bedingfield	156	1	Owners or Reputed Owners (in respect of subsoil up to half width of highway)	n/a	n	Article 22	n	n	n	See above in plot 153	See above in plot 153	n
Sandra Elizabeth Bedingfield	157	1	Owners or Reputed Owners (in respect of subsoil up to half width of highway)	n/a	n	Article 22	n	n	n	See above in plot 153	See above in plot 153	n
Sandra Elizabeth Bedingfield	158	1	Owners or Reputed Owners (in respect of subsoil up to half width of highway)	n/a	n	Article 22	n	n	n	See above in plot 153	See above in plot 153	n
Sandra Elizabeth Bedingfield	159	1	Owners or Reputed Owners (in respect of subsoil up to half width of highway)	n/a	y (subsoil only)	Article 22 and 23	n	n	n	See above in plot 153	See above in plot 153	n
Sandra Elizabeth Bedingfield	160	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 22 and 23	n	n	n	See above in plot 153	See above in plot 153	n
Sandra Elizabeth Bedingfield	161	1	Owners or Reputed Owners	n/a	n	Article 22	n	n	n	See above in plot 153	See above in plot 153	n
Sandra Elizabeth Bedingfield	162	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 153	See above in plot 153	n
Sandra Mary Dixon	177	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	16 February 2018 - Letter seeking to advance voluntary negotiations sent 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement 21 December 2018 - Second letter sent regarding above meeting and to progress discussions regarding pipeline rights and permanent rights 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n

Sandra Mary Dixon	177a	1	Owners or Reputed Owners (in respect of subsoil up to half width of highway)	n/a	n	Article 22	n	n	n	See above in plot 177	See above in plot 177	n
Sandra Mary Dixon	177b	1	Owners or Reputed Owners	n/a	n	Article 22	n	n	n	See above in plot 177	See above in plot 177	n
Sandra Mary Dixon	177c	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 22 and 23	n	n	n	See above in plot 177	See above in plot 177	n
Sarah-Jane Tappenden	018	1	Owners or Reputed Owners (subsoil interest in highway only)	25, 26, 28 and 30	n	Article 29	n	n	n	23 March 2018 - Letter seeking to advance voluntary negotiations sent 25 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Sean Andrew Durrell	097	1	Owners or Reputed Owners (in respect of subsoil up to half width of highway)	n/a	y (subsoil only)	Article 23	n	n	n	16 February 2018 - Letter seeking to advance voluntary negotiations sent 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent 22 March 2019 - Email from Kirsty and Sean Durrell to the Applicant regarding the intentions for acquiring land and/or land rights	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Sean Andrew Durrell	102	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 097	See above in plot 097	n
Sheila Poole	173	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	16 February 2018 - Letter seeking to advance voluntary negotiations sent 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Simon Christopher Fitch	169	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	16 February 2018 - Letter seeking to advance voluntary negotiations sent 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Simon Terence Roy McCullum	097	1	Owners or Reputed Owners (in respect of subsoil up to half width of highway)	n/a	y (subsoil only)	Article 23	n	n	n	16 February 2018 - Letter seeking to advance voluntary negotiations sent 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Sota Solutions Limited	014	1	Occupiers	5	n	Article 22	n	n	n	23 March 2018 - Letter seeking to advance voluntary negotiations in respect of highway plots sent 20 September 2018 - Email attaching letter seeking to advance voluntary negotiations sent 2 December 2018 – Email correspondence between Oksana Price of the Applicant's solicitors and Gordon at Instalcom (dealing with Sota's apparatus) discussing the location of and the impact on the apparatus 30 January 2019 – Email from Oksana Price to Gordon at Instalcom enclosing further drawings from RPS and explaining the nature of the highway works which may impact Sota's apparatus and seeking to progress negotiations regarding voluntary agreement 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Sota Solutions Limited	015b	1	Occupiers	n/a	y	Article 19	n	n	n	See above in plot 014	See above in plot 014	n
Sota Solutions Limited	016	1	Occupiers	Associated development	y	Article 19	n	n	n	See above in plot 014	See above in plot 014	n
Sota Solutions Limited	018	1	Occupiers	25, 26, 28 and 30	n	Article 29	n	n	n	See above in plot 014	See above in plot 014	n
Sota Solutions Limited	018a	1	Occupiers	26 and 30	n	Article 29	n	n	n	See above in plot 014	See above in plot 014	n
Sota Solutions Limited	018b	1	Occupiers	26	n	Article 29	n	n	n	See above in plot 014	See above in plot 014	n
Sota Solutions Limited	025	1	Occupiers	n/a	y	Article 19	n	n	n	See above in plot 014	See above in plot 014	n
Sota Solutions Limited	040a	1	Occupiers	26	n	Article 29	n	n	n	See above in plot 014	See above in plot 014	n
Sota Solutions Limited	042a	1	Occupiers	26	n	Article 29	n	n	n	See above in plot 014	See above in plot 014	n
Sota Solutions Limited	043a	1	Occupiers	22	y	Article 19	n	n	n	See above in plot 014	See above in plot 014	n
Sota Solutions Limited	044	1	Occupiers	26	n	Article 29	n	n	n	See above in plot 014	See above in plot 014	n
Sota Solutions Limited	045	1	Occupiers	26, 29, 31 and 32	n	Article 29	n	n	n	See above in plot 014	See above in plot 014	n
Sota Solutions Limited	045a	1	Occupiers	26	n	Article 29	n	n	n	See above in plot 014	See above in plot 014	n
Sota Solutions Limited	045b	1	Occupiers	26 and 31	n	Article 29	n	n	n	See above in plot 014	See above in plot 014	n
Sota Solutions Limited	047a	1	Occupiers	23	y	Article 19	n	n	n	See above in plot 014	See above in plot 014	n
Sota Solutions Limited	050a	1	Occupiers	27	y	Article 19	n	n	n	See above in plot 014	See above in plot 014	n
Sota Solutions Limited	073	1	Occupiers	19 (Access to work)	n	Article 22	n	n	n	See above in plot 014	See above in plot 014	n
Sota Solutions Limited	078	1	Occupiers	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 014	See above in plot 014	n

South Eastern Power Networks PLC	018a	2 & 3	Beneficiary of rights granted by a Transfer dated 6 August 1999	26 and 30	n	Article 29	n	n	n	<p>9 February 2018 - Letter seeking to advance voluntary negotiations sent</p> <p>10 September 2018 - Letter seeking to advance voluntary negotiations sent</p> <p>11 December 2018 - Email from UKPN/South Eastern Power Network's in-house solicitor to Oliver Spencer of the Applicant's solicitors confirming that they act for both UKPN and South Eastern Power Networks Plc</p> <p>21 January 2019 - Email from UKPN's solicitor to Oliver Spencer confirming UKPN/SEPN requires a bespoke agreement with a draft attached</p> <p>22 January 2019 - Email from Oliver Spencer to UKPN's solicitor requesting that they confirm whether the agreement is intended to apply to both UKPN and SEPN</p> <p>24 January 2019 - Email from Oliver Spencer to SEPN's in-house solicitor seeking clarification on the extent of SEPN ownership</p> <p>4 February 2019 - Email from Oliver Spencer to SEPN asking for clarification on the interests in the plots identified from the book of reference and attaching a draft Statement of Common Ground</p> <p>8 February 2019 - Email from Jessica Hobbs of the Applicant's solicitors to Francesca Maran (SEPN's solicitor) to request access to two of the buildings on plot 51b where SEPN is a leaseholder</p> <p>10 February 2019 - Email from Francesca Maran to Jessica Hobbs to request further information</p> <p>26 February 2019 - Email from Oliver Spencer to Francesca Maran regarding UKPN land interests</p> <p>27 February 2019 - Email from Francesca Maran to Oliver Spencer confirming position on UKPN land interests</p> <p>1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent</p>	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
South Eastern Power Networks PLC	018b	2 & 3	Beneficiary of rights granted by a Transfer dated 6 August 1999	26	n	Article 29	n	n	n	See above in plot 018a	See above in plot 018a	n
South Eastern Power Networks PLC	018c	2 & 3	Beneficiary of rights granted by a Transfer dated 6 August 1999	26	y	Article 19	n	n	n	See above in plot 018a	See above in plot 018a	n
South Eastern Power Networks PLC	040	2 & 3	Beneficiary of rights granted by a Transfer dated 6 August 1999	Associated development	y	Article 19	n	n	n	See above in plot 018a	See above in plot 018a	n
South Eastern Power Networks PLC	042	2 & 3	Beneficiary of rights granted by a Transfer dated 6 August 1999	26	y	Article 19	n	n	n	See above in plot 018a	See above in plot 018a	n
South Eastern Power Networks PLC	050d	2 & 3	Beneficiary of rights granted by a Transfer dated 28 May 2009	Associated development	y	Article 19	n	n	n	See above in plot 018a	See above in plot 018a	n
South Eastern Power Networks PLC	050e	1, 2 & 3	Lessees/Tenants and beneficiary of rights granted by a Transfer dated 28 May 2009	17 and 27	y	Article 19	n	n	n	See above in plot 018a	See above in plot 018a	n
South Eastern Power Networks PLC	051b	1	Lessees /Tenants	Associated development	y	Article 19	n	n	n	See above in plot 018a	See above in plot 018a	n
South Eastern Power Networks PLC	051c	1	Lessees /Tenants	Associated development	y	Article 19	n	n	n	See above in plot 018a	See above in plot 018a	n
South Eastern Power Networks PLC	053b	1, 2 & 3	Lessees/Tenants and beneficiary of rights granted by a Transfer dated 28 May 2009	Associated development	y	Article 19	n	n	n	See above in plot 018a	See above in plot 018a	n
South Eastern Power Networks PLC	055	1	Lessees /Tenants	18	y	Article 19	n	n	n	See above in plot 018a	See above in plot 018a	n
South Eastern Power Networks PLC	068	2 & 3	Beneficiary of rights granted by a Transfer dated 28 May 2009	Associated development	y	Article 19	n	n	n	See above in plot 018a	See above in plot 018a	n
South London and Maudsley NHS Foundation Trust	124	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	<p>16 February 2018 - Letter seeking to advance voluntary negotiations sent</p> <p>20 September 2018 - Email attaching letter seeking to advance voluntary negotiations sent</p> <p>21 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots, permanent rights and to progress discussions regarding voluntary agreement</p> <p>1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent</p>	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
South London and Maudsley NHS Foundation Trust	132	1	Owners or Reputed Owners	n/a	n	Article 22	n	n	n	See above in plot 124	See above in plot 124	n
South London and Maudsley NHS Foundation Trust	133	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 22 and 23	n	n	n	See above in plot 124	See above in plot 124	n
South London and Maudsley NHS Foundation Trust	134	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 124	See above in plot 124	n
South London and Maudsley NHS Foundation Trust	136	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 124	See above in plot 124	n
South London and Maudsley NHS Foundation Trust	138	1	Owners or Reputed Owners	n/a	n	Article 22	n	n	n	See above in plot 124	See above in plot 124	n
South London and Maudsley NHS Foundation Trust	140	1	Owners or Reputed Owners	n/a	n	Article 22	n	n	n	See above in plot 124	See above in plot 124	n
South London and Maudsley NHS Foundation Trust	141	1	Owners or Reputed Owners	n/a	n	Article 22	n	n	n	See above in plot 124	See above in plot 124	n
South London and Maudsley NHS Foundation Trust	142	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 22 and 23	n	n	n	See above in plot 124	See above in plot 124	n
South London and Maudsley NHS Foundation Trust	143	2 & 3	Beneficiary of rights and restrictive covenants contained in a Transfer dated 24 August 2001	n/a	y (subsoil only)	Article 22 and 23	n	n	n	See above in plot 124	See above in plot 124	n
South London and Maudsley NHS Foundation Trust	144	2 & 3	Beneficiary of rights and restrictive covenants contained in a Transfer dated 24 August 2001	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 124	See above in plot 124	n
South London and Maudsley NHS Foundation Trust	145	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 124	See above in plot 124	n
South London and Maudsley NHS Foundation Trust	146	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 22 and 23	n	n	n	See above in plot 124	See above in plot 124	n
South London and Maudsley NHS Foundation Trust	147	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 124	See above in plot 124	n
South London and Maudsley NHS Foundation Trust	148	1	Owners or Reputed Owners	n/a	n	Article 22	n	n	n	See above in plot 124	See above in plot 124	n
South London and Maudsley NHS Foundation Trust	149	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 22 and 23	n	n	n	See above in plot 124	See above in plot 124	n
South London and Maudsley NHS Foundation Trust	150	1	Owners or Reputed Owners	n/a	n	Article 22	n	n	n	See above in plot 124	See above in plot 124	n

South London and Maudsley NHS Foundation Trust	151	1	Owners or Reputed Owners (in respect of subsoil)	n/a	n	Article 22	n	n	n	See above in plot 124	See above in plot 124	n
South London and Maudsley NHS Foundation Trust	152	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 124	See above in plot 124	n
South London and Maudsley NHS Foundation Trust	153	1	Owners or Reputed Owners (in respect of subsoil up to half width of highway)	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 124	See above in plot 124	n
South London and Maudsley NHS Foundation Trust	154	2 & 3	Beneficiary of rights and restrictive covenants contained in a Transfer dated 24 August 2001	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 124	See above in plot 124	n
Southern Gas Networks plc	014	1	Occupiers	5	n	Article 22	y (RR-1833)	n	y	<p>9 February 2018 - Letter seeking to advance voluntary negotiations sent</p> <p>13 February 2018- Email from Tristan Wright at Southern Gas Networks (SGN) to Oliver Spencer of the Applicant's solicitors further to a telephone conversation taking place on 13 February 2018 between the aforementioned parties. Tristan Wright asked for the representatives of RiverOak to meet with SGN to gain a better understanding of the project (specifically in relation to the Gas Infrastructure). SGN expects RiverOak to secure express legal agreements for any gas infrastructure that has to be relocated for the purposes of accommodating the Project and that RiverOak may communicate with Tristan Wright and Kim Miller (SGN Legal and Easements) on all these points. SGN has worked on similar projects in the past and can provide a draft of a Framework Agreement on request</p> <p>14 February 2018- Email from Oliver Spencer to Tristan Wright thanking him for his time on the telephone and email (both 13 February 2018). Oliver Spencer informed Tristan Wright that he has forwarded Tristan's email to the client and their consultant team and will revert to SGN in due course regarding an initial meeting</p> <p>15 March 2018- Email from Oliver Spencer to Tristan Wright stating that RiverOak is currently finalising its DCO application for submission and that RiverOak and its representatives would be happy to meet with representatives of SGN to discuss the interaction of the proposed development with SGN's existing infrastructure at Manston Airport. RiverOak suggest that the meeting is held following the submission of the application so that it may be as productive as possible for SGN.</p> <p>15 March 2018- Email from Tristan Wright to Oliver Spencer stating that the suggestion made by RiverOak's representatives is agreed and to email him to confirm when RiverOak's application for DCO has been submitted and finalised plans are available, at which point a meeting can be arranged</p> <p>26 March 2018 - Letter seeking to advance voluntary negotiations in respect of highways plots sent</p> <p>27 March 2018 - Email from Tristan Williams to Elizabeth Paraskeva acknowledging communication relating to proposed highway works and flagging that SGN operates gas infrastructure in these areas and that it expects RiverOak to consult, with SGN, prior to carrying out any of the said highway works. The location of SGN's gas infrastructure is shown on a plan supplied, by red, blue and green coloured lines on the "SGN Infrastructure Plan". He advised that the relevant contacts responsible for managing the said gas infrastructure, are Steve Whitlock and Brian Carr.</p> <p>4 September 2018 - Oliver Spencer emails Tristan Wright to inform him that the application has been accepted for examination and seeking to progress discussions regarding land rights and protective provisions</p> <p>25 September 2018 - Email from Southern Gas Network's solicitors confirming that they are keen to understand the proposals and requesting an undertaking</p> <p>11 October 2018 - Email from Oliver Spencer to Robert Garden with an undertaking, attaching previous correspondence with Southern Gas Network's in-house lawyer</p> <p>29 October 2018 - Email from Robert Garden to Oliver Spencer with a draft of the specific protective provisions that Southern Gas Networks requires</p> <p>12 December 2018 - Email from Oliver Spencer to Robert Garden with comments on SGN's draft protective provisions</p> <p>18 December 2018 - Email from Robert Garden to Oliver Spencer in response to draft protective provision comments</p> <p>4 February 2019 - Email from Oliver Spencer to Robert Garden attaching a draft Statement of Common Ground and confirming proposed amendments to the protective provisions will be sent as soon as possible</p> <p>28 February 2019 - Email from Robert Garden to Oliver Spencer with comments on protective provisions</p> <p>1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent</p> <p>4 March 2019 - Email from Oliver Spencer to Robert Garden acknowledging email</p> <p>27 March 2019 - Email from Oliver Spencer to Southern Gas Network's solicitor regarding protective provisions</p>	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Southern Gas Networks plc	167	1	Occupiers	n/a	y (subsoil only)	Article 23	y (RR-1833)	n	y	See above in plot 014	See above in plot 014	n
Southern Gas Networks plc	015	1, 2 & 3	Occupiers and beneficiary of rights granted by Deeds dated 7 March 1983, 8 June 1990 and 21 October 1992	1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13, 19, 20, 21, 22, 24, 25	y	Article 19	y (RR-1833)	n	y	See above in plot 014	See above in plot 014	n
Southern Gas Networks plc	016	1	Occupiers	Associated development	y	Article 19	y (RR-1833)	n	y	See above in plot 014	See above in plot 014	n
Southern Gas Networks plc	016c	1	Occupiers	Associated development	y	Article 19	y (RR-1833)	n	y	See above in plot 014	See above in plot 014	n

Southern Gas Networks plc	117	1, 2 & 3	Occupiers and beneficiary of rights granted by Deeds dated 13 November 2001 and 22 June 1972	n/a	y (subsoil only)	Article 22 and 23	y (RR-1833)	n	y	See above in plot 014	See above in plot 014	n
Southern Gas Networks plc	118	1, 2 & 3	Occupiers and beneficiary of rights granted by Deeds dated 13 November 2001 and 22 June 1972	n/a	n	Article 22	y (RR-1833)	n	y	See above in plot 014	See above in plot 014	n
Southern Gas Networks plc	119	1, 2 & 3	Occupiers and beneficiary of rights granted by a Deed dated 22 June 1972	n/a	n	Article 22	y (RR-1833)	n	y	See above in plot 014	See above in plot 014	n
Southern Gas Networks plc	124	2 & 3	Beneficiary of rights granted by Deeds dated 3 July 1972 and 8 July 1975	n/a	y (subsoil only)	Article 23	y (RR-1833)	n	y	See above in plot 014	See above in plot 014	n
Southern Gas Networks plc	127	2 & 3	Beneficiary of rights granted by Deeds dated 3 July 1972 and 8 July 1975	n/a	y (subsoil only)	Article 23	y (RR-1833)	n	y	See above in plot 014	See above in plot 014	n
Southern Gas Networks plc	128	1, 2 & 3	Occupiers and beneficiary of rights granted by Deeds dated 3 July 1972 and 8 July 1975	n/a	y (subsoil only)	Article 22 and 23	y (RR-1833)	n	y	See above in plot 014	See above in plot 014	n
Southern Gas Networks plc	129	1, 2 & 3	Occupiers and beneficiary of rights granted by Deeds dated 3 July 1972 and 8 July 1975	n/a	n	Article 22	y (RR-1833)	n	y	See above in plot 014	See above in plot 014	n
Southern Gas Networks plc	151	1	Occupiers	n/a	n	Article 22	y (RR-1833)	n	y	See above in plot 014	See above in plot 014	n
Southern Gas Networks plc	153	1	Occupiers	n/a	y (subsoil only)	Article 23	y (RR-1833)	n	y	See above in plot 014	See above in plot 014	n
Southern Gas Networks plc	156	1	Occupiers	n/a	n	Article 22	y (RR-1833)	n	y	See above in plot 014	See above in plot 014	n
Southern Water Services Limited	014	1	Occupiers	5	n	Article 22	n	n	n	<p>9 February 2018 - Letter seeking to advance voluntary negotiations sent</p> <p>23 March 2018 - Letter seeking to advance voluntary negotiations in respect of highway plots sent</p> <p>19 April 2018 - Call between John Audley of Southern Water Services Limited and Elizabeth Paraskeva of the Applicant's solicitor. John Audley advised that Southern Water are keen to engage regarding the protective provisions of the DCO. John Audley also flagged that Southern Water will be seeking some changes and will be writing in</p> <p>6 September 2018 - Email from Oliver Spencer of the Applicant's solicitors and Jane Pritchard to inform her that the application has now been accepted for examination and seeking to progress dialogue on land rights, protective provisions, as well as seeking clarity on the pipeline</p> <p>7 September 2018 - Email from Jane Pritchard to Oliver Spencer confirming receipt of DCO copy by Stuart Ward, as well as confirming investigations as to ownership of outfall are ongoing and querying a possible adit on the site</p> <p>12 September 2018 - Email from Oliver Spencer to Jane Pritchard confirming there is an adit under the runway</p> <p>24 September 2018 - Email from Elizabeth Paraskeva to Jane Pritchard at Southern Water to ask about developments arising from Southern Water's checks</p> <p>3 October 2018 - Email from Oliver Spencer to Jane Pritchard asking for an update on Southern Water's position in relation to the pipeline</p> <p>8 October 2018 - Email from Elizabeth Paraskeva to Jane Pritchard requesting an update</p> <p>10 October 2018 - Call between Elizabeth Paraskeva and Jane Pritchard. Jane said the records she has seen are not showing the outfall and drainage. They may have been private and may have not been adopted / she does not have an update on her side - agreed to follow up and seek clarification from Chris at RSP.</p> <p>11 October 2018 - Email from Elizabeth Paraskeva to Jane Pritchard confirming that investigation works have completed to ascertain ownership of the pipeline</p> <p>26 November 2018 - Email from Elizabeth Paraskeva to Jane Pritchard requesting an update in respect of the ownership of the existing underground outfall pipeline</p> <p>29 November 2018 - Email from Jane Pritchard to Elizabeth Paraskeva confirming that Southern Water does not own the pipeline</p> <p>29 November 2018 - Email from Elizabeth Paraskeva to Jane Pritchard requesting information regarding other parties' interests in the pipeline</p> <p>29 November 2018 - Email from Oliver Spencer to Jane Pritchard regarding protective provisions included in the draft development consent order</p> <p>11 December 2018 - Email from Oliver Spencer to Jane Pritchard regarding a request for a statement of common ground</p> <p>10 January 2019 - Email from Oliver Spencer to Jane Pritchard regarding protective provisions and the Deadline 3 date</p> <p>4 February 2019 - Email from Oliver Spencer to Jane Pritchard requesting comments on the protective provisions</p> <p>1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent</p> <p>5 March 2019 - Email from Carlos Vadillo of Southern Water to Oliver Spencer confirming that the Statement of Common Ground is agreed and that Southern Water had no comments on the protective provisions in the draft DCO</p>	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Southern Water Services Limited	015	1, 2 & 3	Occupiers and beneficiary of rights granted by Deeds dated 17 November 1933, 4 January 1934, 1 October 1962	1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13, 19, 20, 21, 22, 24, 25	y	Article 19	n	n	n	See above in plot 014	See above in plot 014	n
Southern Water Services Limited	018	1	Occupiers	25, 26, 28 and 30	n	Article 29	n	n	n	See above in plot 014	See above in plot 014	n

Southern Water Services Limited	028	1, 2 & 3	Occupiers and beneficiary of rights granted by Deeds dated 17 November 1933 and 22 September 1992	8, 9, 14, 22 and 25	y	Article 19	n	n	n	See above in plot 014	See above in plot 014	n
Southern Water Services Limited	036	1	Occupiers	22	y	Article 19	n	n	n	See above in plot 014	See above in plot 014	n
Southern Water Services Limited	037	1	Occupiers	9, 20, 22	y	Article 19	n	n	n	See above in plot 014	See above in plot 014	n
Southern Water Services Limited	038	1, 2 & 3	Occupiers and beneficiary of rights granted by a Deed dated 17 November 1933	3, 20, 22	y	Article 19	n	n	n	See above in plot 014	See above in plot 014	n
Southern Water Services Limited	039	1, 2 & 3	Occupiers and beneficiary of rights granted by a Deed dated 17 November 1933	1, 22	y	Article 19	n	n	n	See above in plot 014	See above in plot 014	n
Southern Water Services Limited	043	1	Occupiers	22	y	Article 19	n	n	n	See above in plot 014	See above in plot 014	n
Southern Water Services Limited	043a	1	Occupiers	22	y	Article 19	n	n	n	See above in plot 014	See above in plot 014	n
Southern Water Services Limited	045	1	Occupiers	26, 29, 31 and 32	n	Article 29	n	n	n	See above in plot 014	See above in plot 014	n
Southern Water Services Limited	049	1, 2 & 3	Occupiers and beneficiary of rights granted by Deeds dated 17 November 1933 and 22 September 1992	4, 15, 16 and 23	y	Article 19	n	n	n	See above in plot 014	See above in plot 014	n
Southern Water Services Limited	049a	2 & 3	Beneficiary of rights granted by a Deed dated 22 September 1992	16 and 29	y	Article 19	n	n	n	See above in plot 014	See above in plot 014	n
Southern Water Services Limited	049b	2 & 3	Beneficiary of rights granted by a Deed dated 22 September 1992	4	y	Article 19	n	n	n	See above in plot 014	See above in plot 014	n
Southern Water Services Limited	050	1, 2 & 3	Occupiers and beneficiary of rights granted by Deed dated 17 November 1933 and 22 September 1992	4, 15, 16, 17 and 27	y	Article 19	n	n	n	See above in plot 014	See above in plot 014	n
Southern Water Services Limited	050b	1, 2 & 3	Occupiers and beneficiary of rights granted by Deeds dated 17 November 1933 and 22 September 1992	15, 16 and 23	y	Article 19	n	n	n	See above in plot 014	See above in plot 014	n
Southern Water Services Limited	050c	1, 2 & 3	Occupiers and beneficiary of rights granted by Deeds dated 17 November 1933 and 22 September 1992	16 and 23	y	Article 19	n	n	n	See above in plot 014	See above in plot 014	n
Southern Water Services Limited	050d	2 & 3	Beneficiary of rights granted by Deeds dated 17 November 1933 and 22 September 1992	Associated development	y	Article 19	n	n	n	See above in plot 014	See above in plot 014	n
Southern Water Services Limited	050e	2 & 3	Beneficiary of rights granted by Deeds dated 17 November 1933 and 22 September 1992	17 and 27	y	Article 19	n	n	n	See above in plot 014	See above in plot 014	n
Southern Water Services Limited	053a	2 & 3	Beneficiary of rights granted by Deeds dated 17 November 1933 and 22 September 1992	Associated development	y	Article 19	n	n	n	See above in plot 014	See above in plot 014	n
Southern Water Services Limited	053b	2 & 3	Beneficiary of rights granted by Deeds dated 17 November 1933 and 22 September 1992	Associated development	y	Article 19	n	n	n	See above in plot 014	See above in plot 014	n
Southern Water Services Limited	054	1	Occupiers	21	y	Article 19	n	n	n	See above in plot 014	See above in plot 014	n
Southern Water Services Limited	054a	1	Occupiers	21	y	Article 19	n	n	n	See above in plot 014	See above in plot 014	n
Southern Water Services Limited	056	1	Occupiers	2 and 8	y	Article 19	n	n	n	See above in plot 014	See above in plot 014	n
Southern Water Services Limited	056a	1	Occupiers	21	y	Article 19	n	n	n	See above in plot 014	See above in plot 014	n
Southern Water Services Limited	057	1	Occupiers	21	y	Article 19	n	n	n	See above in plot 014	See above in plot 014	n
Southern Water Services Limited	059	1	Occupiers	Associated development	y	Article 19	n	n	n	See above in plot 014	See above in plot 014	n
Southern Water Services Limited	061	2 & 3	Beneficiary of rights granted by Deeds dated 1 November 1924 and 3 November 1978	6	n	Article 22	n	n	n	See above in plot 014	See above in plot 014	n
Southern Water Services Limited	062	2 & 3	Beneficiary of rights granted by Deeds dated 1 November 1924 and 3 November 1978	6	n	Article 22	n	n	n	See above in plot 014	See above in plot 014	n
Southern Water Services Limited	063	2 & 3	Beneficiary of rights granted by Deeds dated 1 November 1924 and 3 November 1978	6	n	Article 22	n	n	n	See above in plot 014	See above in plot 014	n
Southern Water Services Limited	070	1	Occupiers	19 (Access to work)	y	Article 19	n	n	n	See above in plot 014	See above in plot 014	n
Southern Water Services Limited	070a	1	Occupiers	19 (Access to work)	y	Article 19	n	n	n	See above in plot 014	See above in plot 014	n
Stephen Peter Elks	018	1	Owners or Reputed Owners (subsoil interest in highway only)	25, 26, 28 and 30	n	Article 29	n	n	n	23 March 2018 - Letter seeking to advance voluntary negotiations sent 25 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Steven David Parsons	097	1	Owners or Reputed Owners (in respect of subsoil up to half width of highway)	n/a	y (subsoil only)	Article 23	n	n	n	16 February 2018 - Letter seeking to advance voluntary negotiations sent 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Steven David Parsons	098	2 & 3	Beneficiary of rights reserved by a Transfer dated 25 October 2002	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 097	See above in plot 097	n
Steven David Parsons	099	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 097	See above in plot 097	n
Steven Frank Kemp	018	1	Owners or Reputed Owners (subsoil interest in highway only)	25, 26, 28 and 30	n	Article 29	n	n	n	23 March 2018 - Letter seeking to advance voluntary negotiations sent 25 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n

Stone Hill Park Limited	015	1	Owners or Reputed Owners	1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13, 19, 20, 21, 22, 24, 25	y	Article 19	y (RR-1601)	y (REP3-025)	y	<p>9 February 2018 - Letter seeking to advance voluntary negotiations sent</p> <p>15 March 2018 - Letter from Pauline Bradley of Stone Hill Park (SHP) to the Applicant's solicitors explaining that SHP want to see a mixed-use scheme promoted and have set out their proposal. SHP explained that they have no desire to sell their site but would be prepared to offer a long leasehold interest of the land</p> <p>21 March 2018 - Letter from Angus Walker of the Applicant's solicitors to SHP setting out the background of the negotiations, explaining the effect of a voluntary acquisition, RiverOak's intentions and explaining that the closer a lease arrangement was to a freehold acquisition the more acceptable this would be to RiverOak.</p> <p>23 March 2018 - Letter seeking to advance voluntary negotiations in respect of highway plots sent</p> <p>23 March 2018 - Email from Elizabeth Paraskeva of the Applicant's solicitors to Richard Griffiths at Pinsent Masons (instructed on behalf of Stone Hill Park Limited) with copies of the letters and accompanying plan sent to Stone Hill Park on 23 March 2018 and 9 February 2018</p> <p>27 March 2018 - Meeting between Chris Musgrave of SHP and Niall Lawlor of RiverOak</p> <p>9 April 2018 - Email with letter seeking to progress voluntary negotiations sent in response to letter of 21 March 2018. SHP explain that the potential lease structure is a solution but if RiverOak fails to engage it will be clear that it is not serious about the proposals. As a next step, SHP advised that they would write to the Council and Central Government reiterating their position and confirming that they remain committed to the regeneration of the site for mixed use</p> <p>16 August 2018 - Letter sent to Richard Griffiths with an update as regards the application and advising that it has been accepted for examination. An invitation was made for valuers to meet and discuss terms, with Colin Smith's contact details provided</p> <p>16 October 2018 - Letter sent by Colin Smith of the Applicant's solicitors to GVA, surveyors for Stone Hill Park seeking to negotiate</p> <p>14 December 2018 - Reply received from Michael Walton of GVA</p> <p>8 February 2019 - Email from Colin Smith to Michael Walton</p> <p>1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent</p>	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Stone Hill Park Limited	015a	1	Owners or Reputed Owners	Associated development	y	Article 19	y (RR-1601)	y (REP3-025)	y	See above in plot 015	See above in plot 015	n
Stone Hill Park Limited	015b	1	Owners or Reputed Owners	n/a	y	Article 19	y (RR-1601)	y (REP3-025)	y	See above in plot 015	See above in plot 015	n
Stone Hill Park Limited	016	2 & 3	Beneficiary of rights reserved by a Conveyance dated 7 March 1968	Associated development	y	Article 19	y (RR-1601)	y (REP3-025)	y	See above in plot 015	See above in plot 015	n
Stone Hill Park Limited	016c	2 & 3	Beneficiary of rights reserved by a Conveyance dated 7 March 1968	Associated development	y	Article 19	y (RR-1601)	y (REP3-025)	y	See above in plot 015	See above in plot 015	n
Stone Hill Park Limited	017	2 & 3	Beneficiary of rights reserved by a Conveyance dated 7 March 1968	n/a	y	Article 19	y (RR-1601)	y (REP3-025)	y	See above in plot 015	See above in plot 015	n
Stone Hill Park Limited	018	1, 2 & 3	Owners or Reputed Owners (subsoil interest in highway only) and beneficiary of rights reserved by a Transfer dated 8 February 1995	25, 26, 28 and 30	n	Article 29	y (RR-1601)	y (REP3-025)	y	See above in plot 015	See above in plot 015	n
Stone Hill Park Limited	019	2 & 3	Beneficiary of rights reserved by a Conveyance dated 7 March 1968	n/a	y	Article 19	y (RR-1601)	y (REP3-025)	y	See above in plot 015	See above in plot 015	n
Stone Hill Park Limited	019a	2 & 3	Beneficiary of rights reserved by a Conveyance dated 7 March 1968	n/a	n	Article 22	y (RR-1601)	y (REP3-025)	y	See above in plot 015	See above in plot 015	n
Stone Hill Park Limited	019b	2 & 3	Beneficiary of rights reserved by a Conveyance dated 7 March 1968	n/a	n	Article 22	y (RR-1601)	y (REP3-025)	y	See above in plot 015	See above in plot 015	n
Stone Hill Park Limited	020	2 & 3	Beneficiary of rights reserved by a Conveyance dated 7 March 1968	n/a	y	Article 19	y (RR-1601)	y (REP3-025)	y	See above in plot 015	See above in plot 015	n
Stone Hill Park Limited	020a	2 & 3	Beneficiary of rights reserved by a Conveyance dated 7 March 1968	n/a	n	Article 22	y (RR-1601)	y (REP3-025)	y	See above in plot 015	See above in plot 015	n
Stone Hill Park Limited	021	2 & 3	Beneficiary of rights reserved by a Conveyance dated 7 March 1968	n/a	y	Article 19	y (RR-1601)	y (REP3-025)	y	See above in plot 015	See above in plot 015	n
Stone Hill Park Limited	023	2 & 3	Beneficiary of rights reserved by a Conveyance dated 7 March 1968	n/a	y	Article 19	y (RR-1601)	y (REP3-025)	y	See above in plot 015	See above in plot 015	n
Stone Hill Park Limited	024	2 & 3	Beneficiary of rights reserved by a Conveyance dated 7 November 1968	n/a	y	Article 19	y (RR-1601)	y (REP3-025)	y	See above in plot 015	See above in plot 015	n
Stone Hill Park Limited	025	2 & 3	Beneficiary of rights reserved by a Conveyance dated 7 November 1968	n/a	y	Article 19	y (RR-1601)	y (REP3-025)	y	See above in plot 015	See above in plot 015	n
Stone Hill Park Limited	026	2 & 3	Beneficiary of rights granted by a Transfer dated 31 August 1999	25	y	Article 19	y (RR-1601)	y (REP3-025)	y	See above in plot 015	See above in plot 015	n
Stone Hill Park Limited	026a	1	Owners or Reputed Owners	25 and associated development	y	Article 19	y (RR-1601)	y (REP3-025)	y	See above in plot 015	See above in plot 015	n
Stone Hill Park Limited	027	1	Owners or Reputed Owners	25	y	Article 19	y (RR-1601)	y (REP3-025)	y	See above in plot 015	See above in plot 015	n
Stone Hill Park Limited	028	1	Owners or Reputed Owners	8, 9, 14, 22 and 25	y	Article 19	y (RR-1601)	y (REP3-025)	y	See above in plot 015	See above in plot 015	n
Stone Hill Park Limited	036	1	Owners or Reputed Owners	22	y	Article 19	y (RR-1601)	y (REP3-025)	y	See above in plot 015	See above in plot 015	n
Stone Hill Park Limited	037	1	Owners or Reputed Owners	9, 20, 22	y	Article 19	y (RR-1601)	y (REP3-025)	y	See above in plot 015	See above in plot 015	n
Stone Hill Park Limited	038	2 & 3	Beneficiary of rights granted by a Transfer dated 31 August 1999	3, 20, 22	y	Article 19	y (RR-1601)	y (REP3-025)	y	See above in plot 015	See above in plot 015	n

Stone Hill Park Limited	169	2 & 3	Beneficiary of presumed easement in pipeline	n/a	y (subsoil only)	Article 23	y (RR-1601)	y (REP3-025)	y	See above in plot 015	See above in plot 015	n
Stone Hill Park Limited	170	2 & 3	Beneficiary of presumed easement in pipeline	n/a	y (subsoil only)	Article 23	y (RR-1601)	y (REP3-025)	y	See above in plot 015	See above in plot 015	n
Stone Hill Park Limited	171	2 & 3	Beneficiary of presumed easement in pipeline	n/a	y (subsoil only)	Article 23	y (RR-1601)	y (REP3-025)	y	See above in plot 015	See above in plot 015	n
Stone Hill Park Limited	172	2 & 3	Beneficiary of presumed easement in pipeline	n/a	y (subsoil only)	Article 23	y (RR-1601)	y (REP3-025)	y	See above in plot 015	See above in plot 015	n
Stone Hill Park Limited	173	2 & 3	Beneficiary of presumed easement in pipeline	n/a	y (subsoil only)	Article 23	y (RR-1601)	y (REP3-025)	y	See above in plot 015	See above in plot 015	n
Stone Hill Park Limited	174	2 & 3	Beneficiary of presumed easement in pipeline	n/a	y (subsoil only)	Article 23	y (RR-1601)	y (REP3-025)	y	See above in plot 015	See above in plot 015	n
Stone Hill Park Limited	175	2 & 3	Beneficiary of presumed easement in pipeline	n/a	y (subsoil only)	Article 23	y (RR-1601)	y (REP3-025)	y	See above in plot 015	See above in plot 015	n
Stone Hill Park Limited	176	2 & 3	Beneficiary of presumed easement in pipeline	n/a	y (subsoil only)	Article 23	y (RR-1601)	y (REP3-025)	y	See above in plot 015	See above in plot 015	n
Stone Hill Park Limited	177	2 & 3	Beneficiary of presumed easement in pipeline	n/a	y (subsoil only)	Article 23	y (RR-1601)	y (REP3-025)	y	See above in plot 015	See above in plot 015	n
Stone Hill Park Limited	177c	2 & 3	Beneficiary of presumed easement in pipeline	n/a	y (subsoil only)	Article 22 & 23	y (RR-1601)	y (REP3-025)	y	See above in plot 015	See above in plot 015	n
Stone Hill Park Limited	178	2 & 3	Beneficiary of presumed easement in pipeline	n/a	y (subsoil only)	Article 23	y (RR-1601)	y (REP3-025)	y	See above in plot 015	See above in plot 015	n
Stone Hill Park Limited	179	2 & 3	Beneficiary of presumed easement in pipeline	n/a	y (subsoil only)	Article 23	y (RR-1601)	y (REP3-025)	y	See above in plot 015	See above in plot 015	n
Stone Hill Park Limited	180	2 & 3	Beneficiary of presumed easement in pipeline	n/a	y (subsoil only)	Article 23	y (RR-1601)	y (REP3-025)	y	See above in plot 015	See above in plot 015	n
Stone Hill Park Limited	181	2 & 3	Beneficiary of presumed easement in pipeline	n/a	y (subsoil only)	Article 23	y (RR-1601)	y (REP3-025)	y	See above in plot 015	See above in plot 015	n
Stone Hill Park Limited	182	2 & 3	Beneficiary of presumed easement in pipeline	n/a	y (subsoil only)	Article 23	y (RR-1601)	y (REP3-025)	y	See above in plot 015	See above in plot 015	n
Stone Hill Park Limited	183	2 & 3	Beneficiary of presumed easement in pipeline	n/a	y (subsoil only)	Article 23	y (RR-1601)	y (REP3-025)	y	See above in plot 015	See above in plot 015	n
Stone Hill Park Limited	184	2 & 3	Beneficiary of presumed easement in pipeline	n/a	y (subsoil only)	Article 23	y (RR-1601)	y (REP3-025)	y	See above in plot 015	See above in plot 015	n
Stone Hill Park Limited	185	2 & 3	Beneficiary of presumed easement in pipeline	n/a	y (subsoil only)	Article 23	y (RR-1601)	y (REP3-025)	y	See above in plot 015	See above in plot 015	n
Stone Hill Park Limited	185a	2 & 3	Beneficiary of presumed easement in pipeline	n/a	y (subsoil only)	Article 23	y (RR-1601)	y (REP3-025)	y	See above in plot 015	See above in plot 015	n
Stone Hill Park Limited	185b	2 & 3	Beneficiary of presumed easement in pipeline	n/a	y (subsoil only)	Article 22 & 23	y (RR-1601)	y (REP3-025)	y	See above in plot 015	See above in plot 015	n
Stone Hill Park Limited	185e	2 & 3	Beneficiary of presumed easement in pipeline	n/a	y (subsoil only)	Article 23	y (RR-1601)	y (REP3-025)	y	See above in plot 015	See above in plot 015	n
Stone Hill Park Limited	185f	2 & 3	Beneficiary of presumed easement in pipeline	n/a	y (subsoil only)	Article 22 & 23	y (RR-1601)	y (REP3-025)	y	See above in plot 015	See above in plot 015	n
Stone Hill Park Limited	186	2 & 3	Beneficiary of presumed easement in pipeline	n/a	y (subsoil only)	Article 22 & 23	y (RR-1601)	y (REP3-025)	y	See above in plot 015	See above in plot 015	n
Struan Gordon Robertson	018	1	Owners or Reputed Owners (subsoil interest in highway only)	25, 26, 28 and 30	n	Article 29	n	n	n	<p>23 March 2018 - Letter seeking to advance voluntary negotiations sent</p> <p>25 September 2018 - Follow up letter seeking to advance voluntary negotiations sent</p> <p>15 January 2019 - Email from Mr Robertson's agent to the Applicant detailing amendments to the Heads of Terms</p> <p>20 February 2019 - Email from Mr Robertson's agent to the Applicant to follow up</p> <p>1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent</p> <p>4 March 2019 - Email from Mr Robertson's agent to the Applicant confirming receipt of letter dated 1 March</p> <p>4 March 2019 - Email from Colin Smith of RiverOak to Mr Robertson's agent to confirm that the draft agreement will be sent to them shortly</p> <p>4 March 2019 - Email from Mr Robertson's agent to Colin Smith requesting a response to variations to the agreement</p> <p>7 March 2019 - Email from Colin Smith to Mr Robertson's agent requesting a phone conversation to discuss the proposals</p> <p>12 March 2019 - Call between Colin Smith and Mr Robertson's agent to discuss the position on mitigation land</p> <p>15 March 2019 - Email from Colin Smith to Mr Robertson's agent as a follow up to the call on 12 March</p>	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Tanya McCullum	097	1	Owners or Reputed Owners (in respect of subsoil up to half width of highway)	n/a	y (subsoil only)	Article 23	n	n	n	<p>16 February 2018 - Letter seeking to advance voluntary negotiations sent</p> <p>20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent</p> <p>20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement</p> <p>1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent</p>	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Terry James Brookman	018	1	Owners or Reputed Owners (subsoil interest in highway only)	25, 26, 28 and 30	n	Article 29	n	n	n	<p>23 March 2018 - Letter seeking to advance voluntary negotiations sent</p> <p>25 September 2018 - Follow up letter seeking to advance voluntary negotiations sent</p> <p>1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent</p>	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n

Thanet District Council	113	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	y (REP3-014)	n	<p>16 February 2018 - Letter seeking to advance voluntary negotiations sent</p> <p>22 February 2018: Email from Victoria Williams, Executive Support Manager, to the Applicant's solicitors confirming receipt of letter dated 16 February 2018</p> <p>20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent</p> <p>5 October 2018 - Email from Angus Walker of the Applicant's solicitors to Iain Livingstone and others following meeting on 4 October and requesting that the Applicant's solicitors are copied in to PINS submissions and a copy of the report created on environmental issues</p> <p>21 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots, permanent rights and to progress discussions regarding voluntary agreement</p> <p>1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent</p>	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Thanet District Council	119	1	Owners or Reputed Owners	n/a	n	Article 22	n	y (REP3-014)	n	See above in plot 113	See above in plot 113	n
Thanet District Council	120	1	Owners or Reputed Owners (in respect of subsoil)	n/a	n	Article 22	n	y (REP3-014)	n	See above in plot 113	See above in plot 113	n
Thanet District Council	184	1	Owners or Reputed Owners (in respect of subsoil up to half width of highway)	n/a	y (subsoil only)	Article 23	n	y (REP3-014)	n	See above in plot 113	See above in plot 113	n
Thanet District Council	185	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	y (REP3-014)	n	See above in plot 113	See above in plot 113	n
Thanet District Council	185a	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	y (REP3-014)	n	See above in plot 113	See above in plot 113	n
Thanet District Council	185b	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 22 & 23	n	y (REP3-014)	n	See above in plot 113	See above in plot 113	n
Thanet District Council	185c	1	Owners or Reputed Owners	n/a	n	Article 22	n	y (REP3-014)	n	See above in plot 113	See above in plot 113	n
Thanet District Council	185d	1	Owners or Reputed Owners	n/a	n	Article 22	n	y (REP3-014)	n	See above in plot 113	See above in plot 113	n
Thanet District Council	185e	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	y (REP3-014)	n	See above in plot 113	See above in plot 113	n
Thanet District Council	185f	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 22 & 23	n	y (REP3-014)	n	See above in plot 113	See above in plot 113	n
Thanet District Council	186	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 22 & 23	n	y (REP3-014)	n	See above in plot 113	See above in plot 113	n
Thanet District Council	187	1	Owners or Reputed Owners	n/a	n	Article 22	n	y (REP3-014)	n	See above in plot 113	See above in plot 113	n
Thanet District Council	188	1	Owners or Reputed Owners	n/a	n	Article 22	n	y (REP3-014)	n	See above in plot 113	See above in plot 113	n
Thanet District Council	188a	1	Owners or Reputed Owners	n/a	n	Article 22	n	y (REP3-014)	n	See above in plot 113	See above in plot 113	n
The Master, Fellows and Scholars of the College of Saint John the Evangelist in the University of Cambridge	001	1	Owners or Reputed Owners	5	n	Article 22	y (RR-0348)	n	y	<p>9 February 2018 - Letter seeking to advance voluntary negotiations sent</p> <p>23 February 2018 - Email from John Wootton of Savills, representing St. John's College, stating acknowledgement of letter dated 9 February 2018 and that The College do not wish to engage in any discussions or negotiations with RiverOak prior to the determination of the DCO application</p> <p>26 February 2018 - Email from Elizabeth Paraskeva of the Applicant's solicitors acknowledging receipt of email and that she will inform RiverOak and their agent of the information and will log the email</p> <p>21 September 2018 - Follow up letter seeking to advance voluntary negotiations sent</p> <p>21 September 2018 - Email from Elizabeth Paraskeva to John Wootton at Savills attaching follow up letter seeking to advance voluntary negotiations</p> <p>1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent</p>	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
The Master, Fellows and Scholars of the College of Saint John the Evangelist in the University of Cambridge	002	1	Owners or Reputed Owners	5	n	Article 22	y (RR-0348)	n	y	See above in plot 001	See above in plot 001	n
The Master, Fellows and Scholars of the College of Saint John the Evangelist in the University of Cambridge	003	1	Owners or Reputed Owners	5	n	Article 22	y (RR-0348)	n	y	See above in plot 001	See above in plot 001	n
The Master, Fellows and Scholars of the College of Saint John the Evangelist in the University of Cambridge	004	1	Owners or Reputed Owners	5	n	Article 22	y (RR-0348)	n	y	See above in plot 001	See above in plot 001	n
The Master, Fellows and Scholars of the College of Saint John the Evangelist in the University of Cambridge	005	1	Owners or Reputed Owners	5	n	Article 22	y (RR-0348)	n	y	See above in plot 001	See above in plot 001	n
The Master, Fellows and Scholars of the College of Saint John the Evangelist in the University of Cambridge	006	1	Owners or Reputed Owners	5	n	Article 22	y (RR-0348)	n	y	See above in plot 001	See above in plot 001	n
The Master, Fellows and Scholars of the College of Saint John the Evangelist in the University of Cambridge	007	1	Owners or Reputed Owners	5	n	Article 22	y (RR-0348)	n	y	See above in plot 001	See above in plot 001	n
The Master, Fellows and Scholars of the College of Saint John the Evangelist in the University of Cambridge	008	1	Owners or Reputed Owners	5	n	Article 22	y (RR-0348)	n	y	See above in plot 001	See above in plot 001	n
The Master, Fellows and Scholars of the College of Saint John the Evangelist in the University of Cambridge	009	1	Owners or Reputed Owners	5	n	Article 22	y (RR-0348)	n	y	See above in plot 001	See above in plot 001	n
The Master, Fellows and Scholars of the College of Saint John the Evangelist in the University of Cambridge	011	1	Owners or Reputed Owners	5	n	Article 22	y (RR-0348)	n	y	See above in plot 001	See above in plot 001	n
The Master, Fellows and Scholars of the College of Saint John the Evangelist in the University of Cambridge	013	1	Owners or Reputed Owners (in respect of subsoil up to half width of highway)	5	n	Article 22	y (RR-0348)	n	y	See above in plot 001	See above in plot 001	n
The Occupier	166	1	Occupiers	n/a	y (subsoil only)	Article 23	n	n	n	<p>16 February 2018 - Letter seeking to advance voluntary negotiations sent</p> <p>20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent</p> <p>20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement</p> <p>1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent</p>	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n

The RAF Manston History Museum (trading as RAF Manston History Association)/RAF Manston Spitfire & Hurricane Memorial Museum	047	1	Lessees/Tenants	23	y	Article 19	y (RR-1617, RR-1618)	n	n	<p>7 February 2018 - Letter seeking to advance voluntary negotiations sent</p> <p>1 October 2018 - Follow up letter seeking to advance voluntary negotiations sent</p> <p>4 October 2018 - Email from Monika Weglarz of the Applicant's solicitors to Matt Demedts at Spitfire and Hurricane Museum with initial draft Statement of Common Ground</p> <p>4 October 2018 - Email from Matt Demedts to Monika Weglarz stating that the Statement of Common Ground has been forwarded to trustees for consideration</p> <p>11 October 2018 - Email from Monika Weglarz to Doug Cockle at Manston History Museum with initial draft Statement of Common Ground</p> <p>5 November 2018 - Call between Tony Freudmann and Matt Demedts regarding a query</p> <p>6 November 2018 - Email from Monika Weglarz to Matt Demedts with updated draft responding to query and discussion of 5 November</p> <p>7 November 2018 - Email from Matt Demedts to Monika Weglarz stating the draft had been forwarded to trustees for consideration</p> <p>8 November 2018 - Email from Matt Demedts to Monika Weglarz with query about the status of a Statement of Common Ground</p> <p>12 November 2018 - Email from Monika Weglarz to Matt Demedts stating that she cannot advise the museum but providing link to DCLG guidance note on Statements of Common Ground</p> <p>14 November 2018 - Email from Monika Weglarz to Doug Cockle thanking him for providing a hard copy of a signed draft Statement of Common Ground</p> <p>4 December 2018 - Email from Matt Demedts to Monika Weglarz confirming that the Statement of Common Ground is agreed</p> <p>12 December 2018 - Email from Monika Weglarz to Matt Demedts confirming that the final Statement of Common Ground will be posted in the coming days and an email with instructions on signing</p> <p>17 December 2018 - Call between Matt Demedts and Monika Weglarz regarding signing of the Statement of Common Ground</p>	Statement of Common Ground entered into. The Statement of Common Ground contains provisions as to timings of new negotiations and to relocation	y (Statement of Common Ground)
										<p>31 October 2017 - Email from Angus Walker of the Applicant's solicitors to Jonathan Gasson at the MoD as regards the project</p> <p>7 November 2017 - Email from Graham Boulden at the MoD raising enquires as regards the DCO process</p> <p>7 November 2017 - Email from Angus Walker to Graham Boulden in response to the queries raised</p> <p>22 December 2017 - Email and letter sent by Elizabeth Paraskeva of the Applicant's solicitors to Jonathan Gasson seeking to progress discussions regarding land issues, including acquisition, access and relocation</p> <p>5 January 2018 - Call with voicemail message left and follow up e-mail sent by Elizabeth Paraskeva to Jonathan Gasson at the MoD</p> <p>5 January 2018 - Email from Jonathan Gasson advising that he has asked his colleague Graham Boulden to take on the Manston case work and has passed on all details to him and he will contact Elizabeth Paraskeva next week</p> <p>9 January 2018 - Email from Elizabeth Paraskeva with follow up chaser to Graham Boulden</p> <p>12 January 2018 - Letters to three separate offices for the Ministry of Defence, based on registered titles with an update and advising that the Applicant's solicitors are liaising with the Ministry of Defence's Estates - Land Management Services</p> <p>21 January 2018 - Email and letter from MoD in response to consultation, regarding safeguarding and setting out concerns. Forwarded to Rich Connelly at Osprey for follow up</p> <p>29 January 2018 - E-mail from Rich Connelly to Graham Boulden regarding HRDF site</p> <p>6 February 2018 - Email from Elizabeth Paraskeva to Graham Boulden regarding title K976945 - queries raised</p> <p>16 February 2018 - Email from Elizabeth Paraskeva to Graham Boulden. Various exchanges relating to land access for surveys</p> <p>12 April 2018 - Email from Elizabeth Paraskeva to Graham Boulden with an update on the DCO, informing him that RiverOak's application was submitted and acknowledged by PINS on 10 April and that they have until the 8 May to provide a decision as to acceptance</p> <p>3 April 2018 - Email from Emma Dark of the Applicant's solicitors to Graham Boulden regarding the section 53 application for access for surveys</p> <p>19 April 2018 - Email from Elizabeth Paraskeva to Graham Boulden asking for him to confirm available dates to meet to progress voluntary negotiations</p> <p>29 August 2018 - Email from Elizabeth Paraskeva to Graham Boulden by way of update regarding acceptance of application and pressing to progress dialogue</p> <p>20 September 2018 - Email from Elizabeth Paraskeva to Graham Boulden and Jonathan Gasson by way of update on the Ministry's position</p> <p>24 September 2018 - Email from Graham Boulden regarding unreceived emails from Elizabeth Paraskeva</p> <p>24 September 2018 - Email from Elizabeth Paraskeva to Graham Boulden requesting a meeting</p> <p>24 September 2018 - Email from Graham to Elizabeth Paraskeva acknowledgeing</p>		

The Secretary of State for Defence	014	2 & 3	Beneficiary of rights contained in a Transfer dated 20 March 1996	5	n	Article 22	y (RR-0442)	n	y	<p>comments and request for a meeting. Graham confirmed he will come back to Elizabeth.</p> <p>24 September 2018 - Email from Elizabeth to Graham confirming future communication will be sent to both Graham's email addresses</p> <p>1 October 2018 - Email from Elizabeth Paraskeva to Graham Boulden requesting an update</p> <p>1 October 2018 - Email from Elizabeth Paraskeva to Jonathan Gasson and James Gooderham reiterating the suggestion of a meeting and agreeing next steps</p> <p>2 October 2018 - Email from Jonathan Gasson to Elizabeth Paraskeva to arrange meeting</p> <p>2 October 2018 - Email from Elizabeth Paraskeva to Jonathan Gasson suggesting a representative of Osprey also attends the meeting</p> <p>2 October 2018 - Email from Elizabeth Paraskeva to Jonathan Gasson requesting a meeting on either 18th or 19th October</p> <p>4 October 2018 - Email from Elizabeth Paraskeva to Jonathan Gasson requesting details of the contact at Osprey</p> <p>4 October 2018 - Email from Elizabeth Paraskeva to Jonathan Gasson confirming meeting at 11am on 18th October</p> <p>8 October 2018 - Email from Elizabeth Paraskeva to Jonathan Gasson requesting that meeting invite is circulated to MoD colleagues and their lawyer</p> <p>18 October 2018 - Meeting between the Applicant's solicitors and Graham Boulden and Jonathan Gasson from MoD. MoD requested time to review documentation, with the intention to then progress agreements and consent</p> <p>7 December 2018 - Email from Elizabeth Paraskeva to Alison Hinch of the MoD to progress discussions regarding Crown interests</p> <p>13 December 2018 - Email from Elizabeth Paraskeva to Alison Hinch regarding Rule 6 letter deadlines</p> <p>3 January 2019 - Email from Elizabeth Paraskeva to Alison to progress negotiations</p> <p>14 January 2019 - Email from Elizabeth Paraskeva to Alison Hinch as a reminder of the deadlines around Rule 6 letter and requesting progression of negotiations</p> <p>15 January 2019 - Email from Alison Hinch to Elizabeth Paraskeva to confirm she will call to discuss on 17 January</p> <p>21 January 2019 - Email from Angus Walker of the Applicant's solicitors to Alison Hinch regarding deadlines</p> <p>4 February 2019 - Emails from Elizabeth Paraskeva to Alison Hinch and others at MoD seeking to progress negotiations</p> <p>8 February 2019 - Email from the Applicant's solicitors to Alison Hinch and others at MoD requesting an update in time for deadline 3</p> <p>8 February 2019 - Email from the Applicant's solicitors to Alison Hinch and Louise Dale providing a draft Statement of Common Ground with the DIO (in addition to the previous draft Statement of Common Grounds for the Ministry of Defence being sent in 2018)</p> <p>13 February 2019 - A number of emails from the Applicant's solicitors to Alison Hinch, Louise Dale and Jonathan Gasson requesting confirmation of receipt of the draft Statement of Common Ground with the DIO and asking for comments on both draft statements prior to deadline 3</p> <p>14 February 2019 - Email from Alison Hinch to the Applicant's solicitors providing the Ministry of Defence's comments on the draft Statement of Common Ground with the DIO and Applicant's solicitors subsequent confirmation of receipt</p> <p>20 February 2019 - Email from the Applicant's solicitors to Alison Hinch, Louise Dale and Jonathan Gasson requesting a meeting or conference call to discuss the draft Statement of Common Ground and the MoD/DIO's outstanding concerns</p> <p>22 February 2019 - Mark Dresser, Head of Commercial at Aquila, directed Osprey to contact Tim Davies or Alisdair Scantlebury at MoD Project Marshall Delivery Team</p> <p>22 February 2019 - Email from Osprey to Alisdair Scantlebury and other at MoD Project Marshall Delivery Team to establish the correct contact. Bounce back email received noting Alisdair has left the organisation</p> <p>25 February 2019 - Email from Osprey to Tim Davies to establish the correct contact</p> <p>25 February 2019 - Email from the Applicant's solicitors to Alison Hinch, Louise Dale and Jonathan Gasson requesting a meeting or conference call</p> <p>1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent</p> <p>6 March 2019 - Email from Osprey to Tim Davies following up on email of 25 February</p> <p>6 March 2019 - Email from Mark Dresser providing additional contact details for the Project Marshall Delivery Team</p> <p>6 March 2019 - Email from the Applicant's solicitors to Alison Hinch, Louise Dale and Jonathan Gasson providing a redrafted HRDF statement of common ground with the MoD, DIO and NATs and new Statement of Common Ground for the MoD's other land interests</p> <p>8 March 2019 - Email from Osprey to Nick Evans, in-service Engineer at MoD Project Marshall Delivery Team, to establish contact</p> <p>12 March 2019 - Email from Nick Evans at the Project Marshall Delivery Team to Rich Connelly of the Applicant's agent regarding contact with Aquila (MoD's contracted Engineering Authority for the HRDF capability)</p> <p>13 March 2019 - Call from Osprey to Nick Evans</p> <p>14 March 2019 - Follow up call between Osprey and Nick Evans arranging a meeting for 19 March</p> <p>19 March 2019 - Meeting between Nick Evans and Rich Connelly regarding the issue of HRDF</p> <p>25 March 2019 - Email from Osprey to David Fielding of Aquila to make contact</p> <p>26 March 2019 - Email from the Applicant's solicitors to MoD requesting comments on the two draft Statements of Common Ground provided on 6 and 12 March</p> <p>28 March 2019 - Email from the Applicant's solicitors to MoD following up on the request for comments on the two draft Statements of Common Ground</p>	The Applicant will continue to contact this party to seek to advance voluntary negotiations
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The Secretary of State for Defence	015	2 & 3	Beneficiary of rights reserved by a Conveyance dated 7 March 1968, and rights and restrictive covenants reserved by a Transfer dated 31 August 1999	1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13, 19, 20, 21, 22, 24, 25	y	Article 19	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	015a	2 & 3	Beneficiary of rights reserved by a Conveyance dated 7 March 1968, and rights and restrictive covenants reserved by a Transfer dated 31 August 1999	Associated development	y	Article 19	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	016a	2 & 3	Beneficiary of rights contained in a Transfer dated 20 March 1996	Associated development	y	Article 19	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	017	2 & 3	Beneficiary of Legal Charge dated 21 November 2000	n/a	y	Article 19	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	018	1	Owners or Reputed Owners (subsoil interest in highway only)	25, 26, 28 and 30	n	Article 29	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	018a	1	Owners or Reputed Owners	26 and 30	n	Article 29	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	018b	1	Owners or Reputed Owners	26	n	Article 29	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	019b	2 & 3	Beneficiary of Legal Charge dated 21 November 2000	n/a	n	Article 22	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	020	2 & 3	Beneficiary of Legal Charge dated 21 November 2000	n/a	y	Article 19	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	020a	2 & 3	Beneficiary of Legal Charge dated 21 November 2000	n/a	n	Article 22	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	023	2 & 3	Beneficiary of Legal Charge dated 21 November 2000	n/a	y	Article 19	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	024	2 & 3	Beneficiary or rights reserved by a Conveyance dated 7 March 1968	n/a	y	Article 19	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	025	1	Owners or Reputed Owners	n/a	y	Article 19	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	026	1	Owners or Reputed Owners	25	y	Article 19	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	026a	2 & 3	Beneficiary of rights reserved by a Conveyance dated 7 March 1968, and rights and restrictive covenants reserved by a Transfer dated 31 August 1999	25 and associated development	y	Article 19	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	027	1, 2 & 3	Lessees/Tenants and beneficiary of rights reserved by a Conveyance dated 7 March 1968 and rights and restrictive covenants reserved by a Transfer dated 31 August 1999	25	y	Article 19	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	028	2 & 3	Beneficiary of rights and restrictive covenants reserved by a Transfer dated 31 August 1999	8, 9, 14, 22 and 25	y	Article 19	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	036	2 & 3	Beneficiary of rights reserved by a Conveyance dated 7 March 1968 and rights and restrictive covenants reserved by a Transfer dated 31 August 1999	22	y	Article 19	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	037	2 & 3	Beneficiary of rights reserved by a Conveyance dated 7 March 1968 and rights and restrictive covenants reserved by a Transfer dated 31 August 1999	9, 20, 22	y	Article 19	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	038	1	Owners or Reputed Owners	3, 20, 22	y	Article 19	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	039	2 & 3	Beneficiary of rights reserved by a Conveyance dated 7 March 1968 and rights and restrictive covenants reserved by a Transfer dated 31 August 1999	1, 22	y	Article 19	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n

The Secretary of State for Defence	040	2 & 3	Beneficiary of rights and restrictive covenants contained in a Transfer dated 21 March 2006	Associated development	y	Article 19	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	040a	2 & 3	Beneficiary of legal charge dated 21 March 2006	26	n	Article 29	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	041	1	Owners or Reputed Owners	8	y	Article 19	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	041a	2 & 3	Beneficiary of rights reserved by a Conveyance dated 7 March 1968 and rights and restrictive covenants reserved by a Transfer dated 31 August 1999	8 and 13	y	Article 19	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	042	1	Owners or Reputed Owners	26	y	Article 19	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	042a	1	Owners or Reputed Owners	26	n	Article 29	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	043	2 & 3	Beneficiary of rights reserved by a Conveyance dated 7 March 1968 and rights and restrictive covenants reserved by a Transfer dated 31 August 1999	22	y	Article 19	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	043a	2 & 3	Beneficiary of rights reserved by a Conveyance dated 7 March 1968 and rights and restrictive covenants reserved by a Transfer dated 31 August 1999	22	y	Article 19	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	044	1	Owners or Reputed Owners (in respect of subsoil)	26	n	Article 29	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	045	1	Owners or Reputed Owners (in respect of subsoil up to half width of highway)	26, 29, 31 and 32	n	Article 29	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	045a	1	Owners or Reputed Owners	26	n	Article 29	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	045b	1	Owners or Reputed Owners	26 and 31	n	Article 29	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	046	2 & 3	Beneficiary of rights reserved by a Conveyance dated 7 March 1968 and rights and restrictive covenants reserved by a Transfer dated 31 August 1999	22	y	Article 19	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	047	2 & 3	Beneficiary of rights and restrictive covenants reserved by a Transfer dated 31 August 1999	23	y	Article 19	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	047a	2 & 3	Beneficiary of rights and restrictive covenants reserved by a Transfer dated 31 August 1999	23	y	Article 19	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	048	2 & 3	Beneficiary of rights and restrictive covenants reserved by a Transfer dated 31 August 1999	23	y	Article 19	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	048a	2 & 3	Beneficiary of rights and restrictive covenants reserved by a Transfer dated 31 August 1999	Associated development	y	Article 19	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	048b	2 & 3	Beneficiary of rights and restrictive covenants reserved by a Transfer dated 31 August 1999	Associated development	y	Article 19	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	049	2 & 3	Beneficiary of rights and restrictive covenants reserved by a Transfer dated 31 August 1999	4, 15, 16 and 23	y	Article 19	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	049a	2 & 3	Beneficiary of rights and restrictive covenants reserved by a Transfer dated 31 August 1999	16 and 29	y	Article 19	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	049b	2 & 3	Beneficiary of rights and restrictive covenants reserved by a Transfer dated 31 August 1999	4	y	Article 19	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n

The Secretary of State for Defence	050	2 & 3	Beneficiary of rights and restrictive covenants reserved by a Transfer dated 31 August 1999	4, 15, 16, 17 and 27	y	Article 19	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	050a	2 & 3	Beneficiary of rights reserved by a Conveyance dated 7 March 1968	27	y	Article 19	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	050b	2 & 3	Beneficiary of rights and restrictive covenants reserved by a Transfer dated 31 August 1999	15, 16 and 23	y	Article 19	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	050c	2 & 3	Beneficiary of rights and restrictive covenants reserved by a Transfer dated 31 August 1999	16 and 23	y	Article 19	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	050d	2 & 3	Beneficiary of rights and restrictive covenants reserved by a Transfer dated 31 August 1999	Associated development	y	Article 19	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	050e	2 & 3	Beneficiary of rights and restrictive covenants reserved by a Transfer dated 31 August 1999	17 and 27	y	Article 19	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	051b	2 & 3	Beneficiary of rights and restrictive covenants reserved by a Transfer dated 31 August 1999	Associated development	y	Article 19	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	053a	2 & 3	Beneficiary of rights and restrictive covenants reserved by a Transfer dated 31 August 1999	Associated development	y	Article 19	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	053b	2 & 3	Beneficiary of rights and restrictive covenants reserved by a Transfer dated 31 August 1999	Associated development	y	Article 19	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	054	2 & 3	Beneficiary of rights contained in a Deed Poll dated 22 December 1960	21	y	Article 19	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	055	2 & 3	Beneficiary of rights and restrictive covenants reserved by a Transfer dated 31 August 1999	18	y	Article 19	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	058	2 & 3	Beneficiary of rights reserved by a Conveyance dated 7 March 1968 and rights and restrictive covenants reserved by a Transfer dated 31 August 1999	Associated development	y	Article 19	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	068	2 & 3	Beneficiary of rights reserved by a Conveyance dated 7 March 1968 and rights and restrictive covenants reserved by a Transfer dated 31 August 1999	Associated development	y	Article 19	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	069	2 & 3	Beneficiary of rights reserved by a Conveyance dated 7 March 1968 and rights and restrictive covenants reserved by a Transfer dated 31 August 1999	Associated development	y	Article 19	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	070	2 & 3	Beneficiary of rights reserved by a Conveyance dated 7 March 1968 and rights and restrictive covenants reserved by a Transfer dated 31 August 1999	19 (Access to work)	y	Article 19	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	070a	2 & 3	Beneficiary of rights reserved by a Conveyance dated 7 March 1968 and rights and restrictive covenants reserved by a Transfer dated 31 August 1999	19 (Access to work)	y	Article 19	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	102	2 & 3	Beneficiary of rights contained in a Deed Poll dated 2 December 1960	n/a	y (subsoil only)	Article 23	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n

The Secretary of State for Defence	103	2 & 3	Beneficiary of rights contained in a Deed Poll dated 2 December 1960	n/a	y (subsoil only)	Article 23	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	114	2 & 3	Beneficiary of rights contained in a Deed Poll dated 2 December 1960	n/a	y (subsoil only)	Article 23	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Defence	114a	2 & 3	Beneficiary of rights contained in a Deed Poll dated 2 December 1960	n/a	y (subsoil only)	Article 23	y (RR-0442)	n	y	See above in plot 014	See above in plot 014	n
The Secretary of State for Housing, Communities and Local Government	027	1	Lessees/Tenants	25	y	Article 19	n	n	n	16 February 2018 - Letter seeking to advance voluntary negotiations sent, with query as to interest in title K976945 and the applicability of the 2011 Transfer Order to the Order limits 7 September 2018 - Follow up letter seeking to advance voluntary negotiations sent. Pressing to progress dialogue in respect of the outstanding query as to their interest See Met Office	See Met Office	n
Theodosia Thalys	167	1	Owners or Reputed Owners (in respect of subsoil up to half width of highway)	n/a	y (subsoil only)	Article 23	n	n	n	16 February 2018 - Letter seeking to advance voluntary negotiations sent 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent 21 March 2019 - Call between Theodosia Thalys and Farah Doctor of the Applicant's solicitors. Message passed to Elizabeth Paraskeva of the Applicant's solicitors to return the call 26 March 2019 - Call between Theodosia Thalys and George Yerrell of the Applicant regarding her pipeline interest and the nominal offer the Applicant will be making	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Theodosia Thalys	168	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 167	See above in plot 167	n
Thomas Robert Alexander Robertson	018	1	Owners or Reputed Owners (subsoil interest in highway only)	25, 26, 28 and 30	n	Article 29	n	n	n	23 March 2018 - Letter seeking to advance voluntary negotiations sent 25 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Timothy Mark Holtum Pettman	045	1	Owners or Reputed Owners (subsoil interest in highway only)	26, 29, 31 and 32	n	Article 29	n	n	n	23 March 2018 - Letter seeking to advance voluntary negotiations sent 25 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Tina Jacqueline Cardy-Jenkins	071	2 & 3	Beneficiary of an Overage Deed dated 17 September 2018	19	y	Article 19	n	n	n	8 February 2018 - Letter seeking to advance voluntary negotiations sent, acknowledging ongoing discussions on acquisition February - September 2018 - Ongoing negotiation and engagement between the parties with land agreement completed. Registration of title to RiverOak Fuels Limited. N.B. Plots 073 and 078 included in respect of subsoil up to half width of highway	None - agreement reached	y
Tina Jacqueline Cardy-Jenkins	072	2 & 3	Beneficiary of an Overage Deed dated 17 September 2018	19	y	Article 19	n	n	n	See above in plot 071	See above in plot 071	y
Tina Jacqueline Cardy-Jenkins	072a	2 & 3	Beneficiary of an Overage Deed dated 17 September 2018	Associated development	y	Article 19	n	n	n	See above in plot 071	See above in plot 071	y
Tina Jacqueline Cardy-Jenkins	077	2 & 3	Beneficiary of an Overage Deed dated 17 September 2018	19	y	Article 19	n	n	n	See above in plot 071	See above in plot 071	y
Tracy Venn Barrett	104	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	16 February 2018 - Letter seeking to advance voluntary negotiations sent 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 21 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots, permanent rights and to progress discussions regarding voluntary agreement 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Tracy Venn Barrett	107	1	Owners or Reputed Owners (in respect of subsoil up to half width of highway)	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 104	See above in plot 104	n
Tracy Venn Barrett	108	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 22 & 23	n	n	n	See above in plot 104	See above in plot 104	n
Tracy Venn Barrett	109	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 104	See above in plot 104	n
Tracy Venn Barrett	110	1	Owners or Reputed Owners	n/a	n	Article 22	n	n	n	See above in plot 104	See above in plot 104	n
Tracy Venn Barrett	111	1	Owners or Reputed Owners (in respect of subsoil up to half width of highway)	n/a	y (subsoil only)	Article 22 & 23	n	n	n	See above in plot 104	See above in plot 104	n
Tracy Venn Barrett	112	1	Owners or Reputed Owners (in respect of subsoil)	n/a	n	Article 22	n	n	n	See above in plot 104	See above in plot 104	n
Trevor Leslie Cox	097	1	Owners or Reputed Owners (in respect of subsoil up to half width of highway)	n/a	y (subsoil only)	Article 23	n	n	n	16 February 2018 - Letter seeking to advance voluntary negotiations sent 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n

UK Power Networks (South East) Limited	015	1, 2 & 3	Occupiers and beneficiary of rights of access and rights granted by a Deed dated 28 May 2009	1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13, 19, 20, 21, 22, 24, 25	y	Article 19	n	n	n	9 February 2018 - Letter seeking to advance voluntary negotiations sent 9 April 2018 - Letter seeking to advance voluntary negotiations sent 10 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 11 December 2018 - Email from UKPN/South Eastern Power Network's in-house solicitor to Oliver Spencer of the Applicant's solicitors confirming that they act for both UKPN and South Eastern Power Networks Plc 21 January 2019 - Email from UKPN's solicitor to Oliver Spencer confirming UKPN/SEPN requires a bespoke agreement with a draft attached 22 January 2019 - Email from Oliver Spencer to UKPN's solicitor requesting that they confirm whether the agreement is intended to apply to both UKPN and SEPN 24 January 2019 - Email from Oliver Spencer to UKPN's solicitor seeking clarification on the extent of UKPN ownership 4 February 2019 - Email from Oliver Spencer to UKPN asking for clarification on the interests in the plots identified from the book of reference and attaching a draft Statement of Common Ground (See South Eastern Power Networks Plc)	See South Eastern Power Networks Plc	n
UK Power Networks (South East) Limited	015a	1	Occupiers	Associated development	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	n
UK Power Networks (South East) Limited	018	1	Occupiers	25, 26, 28 and 30	n	Article 29	n	n	n	See above in plot 015	See above in plot 015	n
UK Power Networks (South East) Limited	026a	1	Occupiers	25 and associated development	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	n
UK Power Networks (South East) Limited	028	1	Occupiers	8, 9, 14, 22 and 25	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	n
UK Power Networks (South East) Limited	036	1	Occupiers	22	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	n
UK Power Networks (South East) Limited	041a	1	Occupiers	8 and 13	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	n
UK Power Networks (South East) Limited	045	1	Occupiers	26, 29, 31 and 32	n	Article 29	n	n	n	See above in plot 015	See above in plot 015	n
UK Power Networks (South East) Limited	049	2	Beneficiary in respect of rights of access	4, 15, 16 and 23	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	n
UK Power Networks (South East) Limited	049a	1	Occupiers	16 and 29	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	n
UK Power Networks (South East) Limited	049b	1	Occupiers	4	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	n
UK Power Networks (South East) Limited	050	2 & 3	Beneficiary of rights contained in a Deed dated 28 May 2009	4, 15, 16, 17 and 27	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	n
UK Power Networks (South East) Limited	050a	1	Occupiers	27	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	n
UK Power Networks (South East) Limited	050b	2 & 3	Beneficiary of rights contained in a Deed dated 28 May 2009	15, 16 and 23	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	n
UK Power Networks (South East) Limited	050d	2 & 3	Beneficiary of rights contained in a Deed dated 28 May 2009	Associated development	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	n
UK Power Networks (South East) Limited	050e	1	Occupiers	17 and 27	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	n
UK Power Networks (South East) Limited	051b	1	Occupiers	Associated development	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	n
UK Power Networks (South East) Limited	053	1	Occupiers	27	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	n
UK Power Networks (South East) Limited	053a	1, 2 & 3	Occupiers and beneficiary of rights contained in a Deed dated 28 May 2009	Associated development	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	n
UK Power Networks (South East) Limited	053b	1, 2 & 3	Occupiers and beneficiary of rights contained in a Deed dated 28 May 2009	Associated development	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	n
UK Power Networks (South East) Limited	059	1	Occupiers	Associated development	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	n
UK Power Networks (South East) Limited	069	1	Occupiers	Associated development	y	Article 19	n	n	n	See above in plot 015	See above in plot 015	n
UK Power Networks (South East) Limited	078	1	Occupiers	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 015	See above in plot 015	n
UK Power Networks (South East) Limited	079	1	Occupiers	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 015	See above in plot 015	n
UK Power Networks (South East) Limited	080	1	Occupiers	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 015	See above in plot 015	n
UK Power Networks (South East) Limited	081	2 & 3	Beneficiary of rights granted by a Deed dated 14 January 1991	n/a	y (subsoil only)	Article 22 & 23	n	n	n	See above in plot 015	See above in plot 015	n
UK Power Networks (South East) Limited	082	2 & 3	Beneficiary of rights granted by a Deed dated 14 January 1991	n/a	n	Article 22	n	n	n	See above in plot 015	See above in plot 015	n
UK Power Networks (South East) Limited	096	2 & 3	Beneficiary of rights granted by a Deed dated 14 January 1991	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 015	See above in plot 015	n
UK Power Networks (South East) Limited	097	1	Occupiers	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 015	See above in plot 015	n
UK Power Networks (South East) Limited	107	1	Occupiers	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 015	See above in plot 015	n
UK Power Networks (South East) Limited	111	1	Occupiers	n/a	y (subsoil only)	Article 22 & 23	n	n	n	See above in plot 015	See above in plot 015	n
UK Power Networks (South East) Limited	112	1	Occupiers	n/a	n	Article 22	n	n	n	See above in plot 015	See above in plot 015	n
UK Power Networks (South East) Limited	151	1	Occupiers	n/a	n	Article 22	n	n	n	See above in plot 015	See above in plot 015	n
UK Power Networks (South East) Limited	167	1	Occupiers	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 015	See above in plot 015	n
UK Power Networks (South East) Limited	177a	1	Occupiers	n/a	n	Article 22	n	n	n	See above in plot 015	See above in plot 015	n
UK Power Networks (South East) Limited	183	1, 2 & 3	Occupiers and Beneficiary of rights granted by a Transfer dated 28 June 1999)	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 015	See above in plot 015	n
Valerie Alicia Helene Silverthorne Trafford	172	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	16 February 2018 - Letter seeking to advance voluntary negotiations sent 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Valerie Alicia Helene Silverthorne Trafford	173	2 & 3	Beneficiary of rights contained in Transfer dated 11 November 1958	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 172	See above in plot 172	n
Valerie Green	045	1	Owners or Reputed Owners (subsoil interest in highway only)	26, 29, 31 and 32	n	Article 29	n	n	n	23 March 2018 - Letter seeking to advance voluntary negotiations sent 25 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Vera Dora Curtis	097	1	Owners or Reputed Owners (in respect of subsoil up to half width of highway)	n/a	y (subsoil only)	Article 23	n	n	n	16 February 2018 - Letter seeking to advance voluntary negotiations sent 20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Vera Dora Curtis	101	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 097	See above in plot 097	n

Vera Ellen Hovenden	179	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	<p>16 February 2018 - Letter seeking to advance voluntary negotiations sent</p> <p>26 February 2018: Call between Mrs. Hovenden and Elizabeth Paraskeva of the Applicant's solicitors to discuss the letter dated 16 February 2018. Elizabeth Paraskeva gave her Colin Smith of the Applicant's surveyors' contact number, as Mrs. Hovenden wanted to arrange a face to face meeting</p> <p>28 February: Email from Mrs Hovenden to Colin Smith of the Applicant's surveyors wanting confirmation that 1) No digging or removal will take place at the property and 2) There will be a meeting in Cliffsend for the stakeholders to discuss the matter</p> <p>20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent</p> <p>20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement</p> <p>1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent</p>	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Vivien Jacqueline Thornton	045	1	Owners or Reputed Owners (subsoil interest in highway only)	26, 29, 31 and 32	n	Article 29	n	n	n	<p>23 March 2018 - Letter seeking to advance voluntary negotiations sent</p> <p>25 September 2018 - Follow up letter seeking to advance voluntary negotiations sent</p> <p>1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent</p>	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Ward Homes Limited	183	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	<p>16 February 2018 - Letter seeking to advance voluntary negotiations sent</p> <p>20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent</p> <p>27 September 2018 - Email from Julian Wilkinson of Ward Homes to George Yerrell requesting a plan identifying land interests</p> <p>27 September 2018 - Email from Julian Wilkinson to Elizabeth Paraskeva requesting a plan identifying land interests</p> <p>27 September 2018 - Email from Elizabeth Paraskeva to Julian Wilkinson with George Yerrell's correct email address</p> <p>27 September 2018 - Email from Julian Wilkinson to Elizabeth Paraskeva confirming he works for Barratt David Wilson Homes</p> <p>27 September 2018 - Email from Elizabeth Paraskeva to Julian Wilkinson asking Julian to confirm he works for Ward Homes Limited</p> <p>27 September 2018 - Email from Julian Wilkinson to Elizabeth Paraskeva confirming that Ward Homes is controlled by BDW Trading</p> <p>2 October 2018 - Email from Elizabeth Paraskeva to Julian Wilkinson attaching land plans for Ward Homes Limited affected plots regarding their assumed interest in the subsoil</p> <p>20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement</p> <p>1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent</p>	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Ward Homes Limited	184	1	Owners or Reputed Owners (in respect of subsoil up to half width of highway)	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 183	See above in plot 183	n
Wayne Dean Clayton	095	1	Owners or Reputed Owners (in respect of subsoil up to half width of highway)	n/a	y (subsoil only)	Article 22 & 23	n	n	n	<p>16 February 2018 - Letter seeking to advance voluntary negotiations sent</p> <p>20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent</p> <p>20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement</p> <p>21 December 2018 - Second letter sent regarding above meeting and to progress discussions regarding pipeline rights and permanent rights</p> <p>1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent</p>	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Wayne Dean Clayton	097	1	Owners or Reputed Owners (in respect of subsoil up to half width of highway)	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 095	See above in plot 095	n
Wayne Dean Clayton	098	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 095	See above in plot 095	n
Wayne Dean Clayton	099	2 & 3	Beneficiary in respect of Transfer dated 28 August 2002	n/a	y (subsoil only)	Article 23	n	n	n	See above in plot 095	See above in plot 095	n
Wendy Grace Coe	090	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	<p>16 February 2018 - Letter seeking to advance voluntary negotiations sent</p> <p>20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent</p> <p>20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement</p> <p>11 January 2019 - Mrs Coe attended meeting at Cliffsend Village Hall</p> <p>1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent</p>	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
Wendy Jane Vinson	084	1	Owners or Reputed Owners	n/a	y (subsoil only)	Article 23	n	n	n	<p>16 February 2018 - Letter seeking to advance voluntary negotiations sent</p> <p>20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent</p> <p>20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement</p> <p>1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent</p>	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
William George Smith	097	1	Owners or Reputed Owners (in respect of subsoil up to half width of highway)	n/a	y (subsoil only)	Article 23	n	n	n	<p>16 February 2018 - Letter seeking to advance voluntary negotiations sent</p> <p>20 September 2018 - Follow up letter seeking to advance voluntary negotiations sent</p> <p>20 December 2018 - Letter sent regarding meeting at Cliffsend Village Hall to discuss pipeline plots and to progress discussions regarding voluntary agreement</p> <p>1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent</p>	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n

Wilson & Wilson Limited	019c	1	Owners or Reputed Owners	n/a	n	Article 22	n	n	n	4 April 2018 - Letter seeking to advance voluntary negotiations sent 21 September 2018 - Follow up letter seeking to advance voluntary negotiations sent 1 March 2019 - Follow up letter seeking to advance voluntary negotiations sent	The Applicant will continue to contact this party to seek to advance voluntary negotiations	n
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BRIEFING PAPER

Number CBP 2893, 5 June 2018

Airports in the South East of England

By Louise Butcher

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3. Stansted
4. Biggin Hill
5. London City
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Summary

This note looks at airport development in London and the South East under the present and previous governments, including the work of the Airports Commission, and how airports are planning to develop their current services.

*Please note that Heathrow is **not** covered in this paper. For more information see our separate paper: [CBP 1136](#).*

The Labour Government's 2003 aviation White Paper generally supported a 'predict and provide' approach, which envisioned demand for air transport in the South East increasing dramatically over the following 25 years. Consequently, it supported the construction of a second runway at Stansted and a third runway at Heathrow. Expansion at Gatwick would be limited by the Gatwick Agreement, which prevents expansion at Gatwick until 2019. It generally supported the growth of smaller airports in the South East, though it rejected plans to expand capacity in the Thames Estuary area.

The Coalition Government published its *Aviation Policy Framework* in March 2013 – this was largely a collection of technical changes that could be made to airports to increase capacity, improve efficiency and ensure that aviation growth in the UK is sustainable in terms of noise and environmental pollution. In July 2017 it began work on developing a new long-term aviation strategy. A 'next steps' document was published in April 2018. The strategy is focused on the consumer offering, safety and security, and ensuring that the UK aviation industry can grow following the UK's anticipated exit from the EU in 2019.

In 2012 the Government set up the independent Airports Commission, under the chairmanship of Sir Howard Davies, tasked with making recommendations as to the timing and scale of any future airport capacity. Although it shortlisted a new runway at Gatwick in its interim report, it ruled this out in favour of Heathrow in its final report published in July 2015. In the three years since, the Government has said that it supports Heathrow expansion and on this basis has brought forward a draft National Policy Statement for approval by Parliament.

While a new Thames Estuary Airport has effectively been ruled out, there may be scope for expansion at Gatwick and Stansted in the longer term. In the short term smaller airports in the South East, such as London City, are continuing to expand. There is also a campaign to reopen Manston Airport in Kent to some form of commercial traffic.

Information on the other airports in the UK outside of the South East and London can be found in HC Library briefing paper [CBP 323](#). Further papers are available on Heathrow expansion, [CBP 1136](#), and proposals for a Thames Estuary airport, [CBP 6144](#). These and other briefings on aviation can be found on the [Aviation Briefings Page](#) of the Parliament website.

1. Government policy, 1997-

1.1 Labour, 1997-2010

In 2002 the Labour Government published a series of consultation documents seeking views on the future development of air transport in the UK. One of the consultation documents covered the South East of England.¹ The consultation sought to solicit opinion on three central questions: whether new airport capacity should be provided in the South East and if so, how much; where new capacity should be located; and what measures should be taken to mitigate the environmental impacts of growth.

Campaign groups against airport expansion brought an action for Judicial Review in 2004 to stop the building of a second runway at Stansted and an increase in flights out of Heathrow.² In February 2005 Mr Justice Sullivan found that the decision-making process which led to the adoption of the policies in the White Paper was lawful, subject to two qualifications: that the Government could not pre-judge the scale and location of the proposed second runway at Stansted; and that the proposal to extend the runway at Luton had not been properly consulted on.³

The aviation White Paper was finally published in December 2003. Outside of decisions on Heathrow⁴ the most important decision for the South East in the White Paper was the support for a “wide-spaced second runway at Stansted, with strict environmental controls, as the first new runway to be built in the South East”.⁵ The White Paper also recommended that airport operators should maintain a ‘master plan’ document detailing development proposals.⁶ The Department produced a guidance document for the development of master plans in July 2004.⁷

Several proposals contained in the consultation paper were ultimately rejected. The most significant of these rejected proposals were Cliffe Airport and a second South East hub airport. The consultation found very little support for the concept of a second or alternative hub to Heathrow, which most felt was “impractical and would carry high risks”. Indeed, many airlines stated that an alternative South East hub would work only if Heathrow were to close. In recognising the value to the UK of Heathrow’s status as an international hub airport, the Government rejected the case for attempting to create a second hub

¹ DfT, *The Future Development of Air Transport in the UK: South East, Second edition*, February 2003; see also: DfT, *South East and East of England Regional Air Services Study (SERAS): Appraisal findings report*, April 2002

² “Airport growth to face court challenge”, *The Times*, 6 March 2004

³ *Wandsworth et al vs Secretary of State for Transport*, 18 February 2005 [Case Nos: CO/1314/2004 and CO/1339/2004]; all parties welcomed the decision, see e.g. : [HC Deb 21 February 2005, 1WS](#) and “Runways blueprint survives legal challenge”, *Financial Times*, 19 February 2005

⁴ covered in detail in HC Library briefing paper [SN1136](#)

⁵ DfT, *The Future of Air Transport*, Cm 6046, December 2003, paras 11.6-11.11

⁶ *ibid.*, p141

⁷ DfT, *Guidance on the Preparation of Airport Master Plans*, July 2004

airport in the South East, “whether or not additional capacity is created at Heathrow”.⁸ It also rejected proposals for the development of Goodwin Sands; London Oxford; Marinair; Redhill; Sheppey; and Thames Reach.⁹

In December 2006 the Labour Government published a progress report on the implementation of the White Paper. The paper re-cast the debate about air travel within the context of climate change and environmental impacts, brought about by the publication of the Stern Review on the Economics of Climate Change in October 2006.¹⁰ Aside from this emphasis on climate change and impacts on the local environment, the paper restated the economic benefits of air travel and summarised progress that had been made on the White Paper since December 2003. Specifically with regards to the South East, the report stated that “the White Paper painted a picture of high demand in general and of particular pressures on the existing capacity in the South East. This picture still stands”.¹¹

In its manifesto for the 2010 General Election the Labour Party rowed back a little on the predict-and-provide approach in the 2003 White Paper. It stated that it would “not allow additional runways to proceed at any other airport [apart from Heathrow] in the next Parliament”.¹²

Party Policy in subsequent manifestos

In the 2015 Election Labour ran on a manifesto promising to “make a swift decision on expanding airport capacity in London and the South East, balancing the need for growth and the environmental impact”.¹³

The Party’s 2017 election manifesto stated that Labour “recognises the need for additional airport capacity in the South East”. It welcomed the work of the Airports Commission (see below) and said that it would “guarantee that any airport expansion adheres to our tests that require noise issues to be addressed, air quality to be protected, the UK’s climate change obligations met and growth across the country supported”.¹⁴

1.2 Conservative-Liberal Democrat Coalition, 2010-15

The Conservative-Liberal Democrat Coalition Government stated in its Coalition Agreement that it would “cancel the third runway at Heathrow [and] refuse permission for additional runways at Gatwick and Stansted”.¹⁵

⁸ op cit., [The Future of Air Transport](#), paras 11.12-11.17

⁹ ibid., paras 11.106-11.119; those schemes which proposed developing an airport in the Thames Estuary are considered in further detail in HC Library briefing paper [SN4920](#)

¹⁰ HMG, [Stern Review on the Economics of Climate Change](#), 30 October 2006

¹¹ DfT, [The Future of Air Transport: Progress Report](#), 11 December 2006, para 5.5

¹² Labour Party, [A Future fair for All: The Labour Party Manifesto 2010](#), April 2010, p1:8

¹³ Labour Party, [Britain can be better: The Labour Party Manifesto 2015](#), April 2015, p19

¹⁴ Labour Party, [For the Many Not the Few: The Labour Party Manifesto 2017](#), May 2017, p92

¹⁵ HMG, [The Coalition: Our Programme for Government](#), May 2010, p31; separate promises in the 2010 party manifestos can be found at: Conservative Party, [Invitation to join the Government of Britain: the Conservative manifesto 2010](#), April

Shortly after it assumed office in May 2010 the Coalition Government set up a South East Airports Task Force with 'key players' from across the industry to explore ways of making the most of existing airport infrastructure and improving conditions for all users. The group was chaired by the then Aviation Minister Theresa Villiers and its initial focus was on action at Heathrow, Gatwick and Stansted.¹⁶ The taskforce reported in July 2011. It recommended a package of proposals to address punctuality, delay and resilience issues at Heathrow, Gatwick and Stansted, comprised of new operational freedoms; a performance charter for each airport to motivate stakeholders to take decisions based on the best interests of the whole airport system rather than being driven principally by their own individual commercial interest; and a set of policy guidelines to optimise the utilisation of runway resource at each airport. It concluded that there was some scope for exploring operational freedoms at Gatwick moving forward, but no strong case for additional freedoms at Stansted.¹⁷

The overarching themes of the review were taken up in the [Civil Aviation Act 2012](#). This provided for a new system of economic regulation at the UK's dominant airports.¹⁸ It gave the CAA a primary duty to further the interests of passengers and owners of cargo in the provision of airport operation services and, where appropriate, promote competition in those services. It would achieve this with a system of licences for those airports with 'market dominance'. Only Heathrow and Gatwick are subject to this new regime; Stansted, which was regulated under the old regime, is no longer.

The Government published its *Aviation Policy Framework* in March 2013. It replaced the policy set out ten years previously by the Labour Government. The APF proposed a number of actions to make best use of existing capacity; better regulation and provision for passenger experience (under the 2012 Act) and measures for encouraging new routes and services. It proposed extending so-called 'fifth freedoms' to Gatwick, Stansted and Luton.¹⁹ This policy would be subject to the same conditions that applied to the UK's existing regional fifth freedoms policy, namely that the grant of such rights would be subject to a case-by-case consideration within the context of the current position in the UK's bilateral aviation relationship with the country concerned.²⁰

In September 2012 the Government set up the independent Airports Commission under the chairmanship of Sir Howard Davies, charging it to report on long term capacity options by summer 2015. **A full account of the Commission, its reports and its conclusions is given in the HC Library briefing paper on Heathrow, [CBP 1136](#).**

2010, p23 and Liberal Democrats, [Liberal Democrat Manifesto 2010](#), April 2010, p42

¹⁶ [HC Deb 15 June 2010, c48WS](#)

¹⁷ DfT, [South East Airports Taskforce: Report](#), July 2011, pp7-8

¹⁸ further information on the Act can be found in HC Library briefing papers [RP 12/07](#) and [CBP 5333](#)

¹⁹ 'Fifth freedoms' are the rights granted to allow an airline of one country to land in a different country, pick up passengers and carry them on to a third country

²⁰ DfT, [Aviation Policy Framework](#), Cm 8584, March 2013, p34

1.3 Conservatives, 2015-

Unlike in 2010, the Conservative Party's manifesto for the 2015 General Election did not mention Heathrow, it only said that if it formed the next Government it would "respond to the Airports Commission's final report".²¹ When the Commission's final report was published in July 2015, recommending support for a third runway at Heathrow over expansion at Gatwick, the then Secretary of State for Transport, Sir Patrick McLoughlin, said:

There are a number of things that we must do now in order to make progress. First, we must study the substantial and innovative evidence base that the commission has produced. Secondly, we must decide on the best way of achieving planning consents quickly and fairly if expansion is to go ahead. Thirdly, we will come back to Parliament in the autumn to provide a clear direction on the Government's plans.²²

Brexit

On 23 June 2016 the United Kingdom voted to leave the European Union. The Prime Minister, Theresa May, triggered Article 50 of the Treaty on European Union on 29 March 2017 to begin the process of exit.

The UK is currently in the process of negotiating its exit from the EU, to take effect on 29 March 2019, a transition period and the shape of our future relationship with the EU. As those negotiations are ongoing, we do not yet know with any certainty what the effects of Brexit on transport policy, industry, services and operations will be.

More information on Brexit and its possible implications for aviation can be found in HC Library briefing paper [CBP 7633](#).

In October 2016 the Secretary of State for Transport, Chris Grayling, announced that the Government would support a third runway at Heathrow and would bring forward a draft National Policy Statement (NPS) and a consultation on airspace change in 2017.²³ Mr Grayling stated that the Government would give three assurances as regards Heathrow expansion: to tackle air quality and noise; keep costs down; and ensure that the whole UK would benefit from expansion.²⁴

The draft NPS and the consultation on airspace change were published in February 2017.²⁵ However, because of the June 2017 General Election, scrutiny of the NPS – and subsequently the Government's timeline for parliamentary approval – was delayed and is now expected to be completed in summer 2018.²⁶ The Government relaunched the public consultation on a revised draft NPS in October 2017 following feedback from its initial consultation process.²⁷ The draft NPS was

²¹ Conservative Party, *Strong Leadership, A Clear Economic Plan, A Brighter More Secure Future: The Conservative Party Manifesto 2015*, 14 April 2015, p14

²² [HC Deb 1 July 2015, c1484](#)

²³ [HC Deb 25 October 2016, cc162-66](#)

²⁴ *ibid.*

²⁵ DfT, *Heathrow expansion: draft Airports National Policy Statement* and *Reforming policy on the design and use of UK airspace*, both 2 February 2017

²⁶ [Update on draft Airports National Policy Statement process: Written statement - HCWS119](#), 7 September 2017

²⁷ DfT press notice, "[Government outlines next steps for delivering airport expansion](#)", and DfT, *Revised Draft Airports National Policy Statement: new runway capacity and infrastructure at airports in the South East of England*, both 24 October 2017

subsequently scrutinised by the Transport Select Committee, which published their report in March 2018.²⁸ We are expecting a vote on the draft NPS before Parliament adjourns for the 2018 Summer recess in July.

In July 2017 the Government published a call for evidence on a new, long-term aviation strategy. It was centred around six themes:

- Customer service;
- Safety and security;
- Global connectivity;
- Competitive markets;
- Supporting growth while tackling environmental impacts; and
- Innovation, technology and skills.²⁹

In April 2018 the Government announced its 'next steps' in taking forward the strategy.³⁰ It is aiming to hold a formal public consultation on its draft strategy in autumn 2018 and to publish its final strategy in the first half of 2019.³¹

In a statement on 5 June the Secretary of State said that the government "is supportive of airports beyond Heathrow making best use of their existing runways ... any proposals should be judged on their individual merits by the appropriate planning authority, taking careful account of all relevant considerations, particularly economic and environmental impacts".³² Alongside the statement the DfT published a new strategy document on making the best use of existing runways.³³

²⁸ Transport Committee press notice, "[Airports National Policy Statement: more work needed before Parliamentary approval](#)", 23 March 2018

²⁹ DfT press notice, "[Government sets out vision for future of UK aviation](#)", 21 July 2017; see also: DfT, [Beyond the horizon: The future of UK aviation - A call for evidence on a new strategy](#), July 2017

³⁰ DfT press notice, "[Government puts consumers at heart of the aviation industry](#)", 7 April 2018

³¹ DfT, [Beyond the horizon: The future of UK aviation – Next steps towards an aviation strategy](#), April 2018, p84

³² DfT, [Proposed Heathrow expansion](#), 5 June 2018

³³ DfT, [Beyond the horizon: The future of UK aviation - Making best use of existing runways](#), 5 June 2018

2. Gatwick

2.1 Ownership

Gatwick is currently owned and managed by a consortium led by the private equity infrastructure investment fund [Global Infrastructure Partners \(GIP\)](#). According to press reports, equity stakes have been sold to the following:

- [South Korea National Pension Service](#) (12%);³⁴
- [Abu Dhabi Investment Authority](#) (15%);³⁵
- [CalPERS](#), the California Public Employees Retirement System (12.7%);³⁶ and
- [The Future Fund](#), an Australian sovereign wealth fund set up by the Australian Government in 2006 (17.2%).³⁷

Over the past six months there has been speculation that GIP is considering selling its stake in Gatwick for a rumoured £10 billion.³⁸

GIP bought Gatwick from BAA plc (now Heathrow Airport Holdings Limited) in late 2009 for £1.5 billion.³⁹ Of the sale price, £55 million was conditional on future traffic performance and the buyer's future capital structure.⁴⁰

A report by the Competition and Markets Authority, seven years after Gatwick's sale, found that overall the forced divestment of the former BAA's London airports portfolio had led to growth in passenger numbers and routes served. It concluded that "the quantifiable benefits ... relating to the benefits from increased passenger numbers such as improved connectivity and choice and downward pressure on fares, would total around £870 million by 2020".⁴¹

Gatwick was sold following an instigation by the competition authorities. For details visit the [archived website](#) of the Competition Commission.

2.2 Regulation

As described with relation to Heathrow, above, a new system of airports regulation came into being in 2014. The CAA granted a licence to Gatwick in February 2014. The licence includes commitments that Gatwick gave on airport charges for the period 1 April 2014 to 31 March 2021. The licence includes conditions that require the airport to address issues such as cleanliness, queuing times, seating availability and information provision in the passenger interest. In addition, it must develop and update robust contingency plans to ensure it is well

Details of Gatwick's economic licence are available to view on the [CAA website](#).

³⁴ "S Korean fund to buy 12% stake in Gatwick", *Financial Times*, 2 February 2010

³⁵ "Abu Dhabi fund purchases 15% stake in Gatwick", *Financial Times*, 5 February 2010

³⁶ "Calpers buys stake in Gatwick", *Financial Times*, 19 June 2010

³⁷ "Future Fund gets Gatwick go-ahead", *Financial Times*, 20 December 2010

³⁸ See e.g. "[Gatwick owners' £175m windfall as sale is tipped](#)", *The Times*, 31 December 2017 and "[Gatwick Airport owner Global Infrastructure Partners mulling £10bn sale](#)", *City A.M.*, 15 April 2018

³⁹ "BAA agrees deal to sell Gatwick for £1.5bn", *Financial Times*, 21 October 2009;

⁴⁰ BAA press notice, "BAA announces the sale of Gatwick Airport", 21 October 2009; and Ferrovial press notice, "[BAA sells Gatwick airport for 1.657 billion euro](#)", 21 October 2009

⁴¹ CMA press notice, "[CMA report shows benefits of BAA break-up](#)", 16 May 2016

prepared for potential disruption and can manage it effectively when it does occur.⁴²

In its mid-term licensing review published in December 2016, the CAA concluded that the new framework appeared to be working well. It said that it was:

... encouraged by the general support the new regulatory framework continues to receive, and have not seen evidence [...] of] a material adverse impact on passengers. Indeed, traffic growth has continued and GAL has met most of its service quality targets.

Therefore, we are not proposing specific changes to the commitments framework at this stage. However, we have potential concerns about the progress of airfield investment projects and some aspects of GAL's relationships with airlines, and will include both of these issues in our ongoing monitoring of GAL's performance under the commitments framework.⁴³

2.3 Airspace/flight path changes

UK airspace contains a network of corridors, or airways. These are usually ten miles wide and reach up to a height of 24,000 feet from a base of between 5,000 and 7,000 feet. They mainly link busy areas of airspace known as terminal control areas, which are normally above major airports. At a lower level, control zones are established around each airport. The area above 24,500 feet is known as upper airspace. All of these airways are designated "controlled airspace". Aircraft fly in them under the supervision of air traffic controllers and pilots are required to file a flight plan for each journey, containing details such as destination, route, timing and height.

Throughout Europe there is a move to restructure European airspace, add capacity, improve safety and increase the overall efficiency of the European air transport network through the Single European Sky (SES) project.⁴⁴

In the UK, the CAA is responsible for the [planning and regulation of all UK airspace](#). Its overarching duties are to maintain a high standard of safety in the provision of air traffic services; secure the most efficient use of airspace; satisfying the requirements of users of all aircraft (commercial aviation, military, and general aviation); and taking account of environmental objectives in line with Government guidance. At the operational level, [NATS](#) (formerly National Air Traffic Services) is the

⁴² CAA press notice, "[CAA publishes licences for economic regulation at Gatwick and Heathrow](#)", 13 February 2014

⁴³ CAA, [Economic regulation: A review of Gatwick Airport Limited's commitments framework - Findings and conclusions](#), CAP 1502, 22 December 2016, p5

⁴⁴ the [SES legislative framework](#) consists of four Basic Regulations (549/2004, 550/2004, 551/2004 and 552/2004) covering the provision of air navigation services (ANS), the organisation and use of airspace and the interoperability of the European Air Traffic Management Network (EATMN)

monopoly provider of air traffic control services to aircraft flying in UK airspace, and over the north-east quadrant of the North Atlantic.⁴⁵

The UK and Ireland is planning to meet the SES requirements through the Future Airspace Strategy (FAS) which sets out a plan to modernise airspace by 2020.⁴⁶

The biggest changes in the UK are in the south east of England (whose airspace was designed over 40 years ago) where London's five big airports and many smaller aerodromes create some of the world's busiest and most complex skies. The first technical report of the Airports Commission's Senior Delivery Group (SDG), published in February 2015, gave a summary of the requirement to redesign the UK's airspace and the challenge associated with it:

Regardless of new runway capacity in the south east, the airspace and route network is not sufficiently resilient or sustainable to fully meet the country's future transport needs. Inbound and outbound routes are not optimised for each individual airport. The frequent interactions between routes prevents aircraft from climbing and descending efficiently, thereby creating additional aircraft noise, fuel burn and CO2 emissions over London and also reducing the spare capacity available to deal with disruption when it occurs.

Alongside the benefits and national/European strategic importance of modernising our airspace and route network, there is one main area of potential dis-benefit – the impact of redistributing aircraft noise. The modernisation programme is underpinned by the transition to satellite-based PBN [Performance Based Navigation] routes that are more precise and flexible than conventional routes. Although PBN routes are designed with the intention of avoiding population centres as far as practicable, changes in the distribution of aircraft noise can have a significant impact on the communities that are affected.⁴⁷

There were airspace trials at both Heathrow and Gatwick as part of the London Airspace Management Programme (LAMP). Gatwick was particularly controversial with local residents and the proposed changes around the airport were postponed.⁴⁸

In November 2013 changes were made to the standard instrument departure routes (SIDs) at Gatwick which enabled the use of modern satellite technology for air navigation for the first time. In its post-implementation review, published in November 2015, the CAA found that:

- Six routes had delivered the aim of the change and would remain in their current state;

A judicial review regarding the airspace changes was withdrawn at the end of 2016; for more information see: [Gatwick Obviously Not.](#)

⁴⁵ note the monopoly only extends above 4,000 feet, below that airports can tender and award contracts for air traffic and approach services; the German equivalent of NATS, DFS, has won a number of such contracts, for example at Gatwick

⁴⁶ CAA, *Future Airspace Strategy for the United Kingdom 2011 to 2030*, June 2011

⁴⁷ SDG, *Airports Commission's Senior Delivery Group - Technical Report Number 01*, February 2015, pp3-4

⁴⁸ NATS, *London Airspace Consultation*, October 2013; LGW, *London Airspace Change – Gatwick Local Area Consultation*, May 2014; GACC, *London Airspace Change – Gatwick Local Area Consultation*, August 2014 and NATS press notice, "[NATS postpones network changes relating to Gatwick](#)", 1 October 2014

12 Airports in the South East of England

- One route had not delivered the aim of the change and should be modified to an acceptable standard; and
- Two routes had delivered the aim of the change to an acceptable standard but Gatwick had been required to consider whether modification could deliver a better outcome.

Gatwick and the CAA said that they would work to implement any acceptable modifications.⁴⁹

Gatwick ran a six month trial of a departure route called '[ADNID](#)' between February and August 2014. The route, which was trialed on westerly departures from Gatwick, was tested to gather data as part of wider work looking at how to use UK airspace more effectively and efficiently, as well as how to make the most of Gatwick's single runway capacity (as part of FAS). Gatwick intends to use the findings from the trial and consultation to re-visit its airspace change proposal and route designs. Press reports indicated that there was an uptick in noise over some areas during the course of the trial. Gatwick argued that this was not a direct result of the trial but because of generally increased activity, which was partly seasonal and partly to do with renewed economic growth.⁵⁰

In February 2017 the Department of Transport published a consultation on UK airspace policy reform.⁵¹ In October the Government announced it would proceed with most of the main proposals in the paper included establishing an Independent Commission on Civil Aviation Noise; providing industry with ways to assess noise impacts and choose between route options to help them manage change more effectively; and bringing compensation policy for airspace changes in line with policy on changes to aviation infrastructure.⁵² New Air Navigation Guidance took effect from 1 January 2018 and a new airspace change process began on 2 January under CAP 1616.

Further information on the airspace strategy and changes to the airspace change rules can be found in HC Library briefing paper [CBP 7889](#).

2.4 Second Runway

Background

When it purchased the airport in 2010, GIP stated that it had no interest in putting forward planning permission for a second runway 'for at least a decade'.⁵³ This was unsurprising as there is a long-standing agreement in place that prevents development of a second runway at Gatwick until 2019. The so-called '[Gatwick Agreement](#)' was signed in August 1979 between what was then the British Airports Authority and West Sussex County Council. The agreement was consequent to BAA's application for a second terminal, a wider runway and other associated changes

⁴⁹ CAA press notice, "[CAA decision on Gatwick Airport airspace departures review](#)", 11 November 2015

⁵⁰ "[Gatwick Airport's potential new departure route trial ends amid complaints of increase in noise in West Kent](#)", *Sevenoaks Chronicle*, 11 August 2014

⁵¹ [HC Deb 2 February 2017, cc1182-3](#) and DfT, [UK airspace policy: a framework for balanced decisions on the design and use of airspace](#), CM 9397, 2 February 2017

⁵² DfT, [Consultation Response on UK Airspace Policy: A framework for balanced decisions on the design and use of airspace](#), Cm 9520, 24 October 2017

⁵³ "Gatwick's new owner rules out second runway for a decade", *The Times*, 9 February 2010

and was given a 40-year duration. The agreement was made following the council's concern that "the development of the second terminal ... would either be advanced as a justification or ultimately lead to a demand for a second operational runway at Gatwick Airport or both possibilities".

The previous Labour Government indicated in the 2003 White Paper that it would not seek to overturn the Gatwick Agreement.⁵⁴ However, it did take the precaution of safeguarding the land that would be required to build an additional runway at Gatwick after 2019.⁵⁵ In July 2012 Gatwick published a new master plan setting out a vision of the airport to 2020. This reiterated that there were no plans for a second runway during this period and that the airport would focus on making the best of its existing infrastructure.⁵⁶ The master plan has yet to be revised in light of developments over the past six years.

Airports Commission

This changed following the setting up of the Airports Commission in September 2012 and the airport began a campaign advocating expansion at its site rather than at Heathrow. In its December 2013 interim report, the Commission stated that Gatwick's single runway was operating at a high level of utilisation and forecast that it would reach capacity within less than ten years. It said that a second runway could generate more point-to-point movements, possibly to new destinations, which could feed into a 'hub' network that might attract a network carrier (like, e.g. BA at Heathrow).⁵⁷ In terms of noise, the Commission concluded that the numbers of people affected by noise in the Gatwick area was "relatively low".⁵⁸

The Commission proceeded to consider a second runway at Gatwick and two proposals for Heathrow in more detail and in July 2015 it concluded that while Gatwick had "presented a plausible case for expansion", being "well placed to cater for growth in intra-European leisure flying", it was "unlikely to provide as much of the type of capacity which is most urgently required: long-haul destinations in new markets".⁵⁹ It therefore recommended that a third runway at Heathrow proceed as it could provide the desired capacity most easily and quickly.

Gatwick's response to the Commission's final report

Gatwick was naturally disappointed by the decision and said that its proposal remained the "only deliverable option". It said that although the Commission had opted for Heathrow, the evidence it had taken showed that expansion at Gatwick was deliverable.⁶⁰ Gatwick published an analysis of the Final Report in August 2015, setting out its areas of concern. It charged that "key elements of the Commission's report and evidence base, although comprehensive in many respects, suffer from

⁵⁴ op cit., [The Future of Air Transport](#), paras 11.69-11.71

⁵⁵ ibid., paras 11.80-11.81

⁵⁶ Gatwick Airport, [Gatwick master plan 2012](#), July 2012

⁵⁷ op cit., [Interim Report](#), paras 6.73-6.76

⁵⁸ ibid., para 6.80

⁵⁹ op cit., [Final Report](#), p4

⁶⁰ Gatwick Airport press notice, "[Gatwick expansion remains only deliverable option](#)", 1 July 2015

omissions or superficial analysis in some critical areas and are not sufficiently thorough in a number of important respects, nor are the Commission's assessments or their presentation in the final report always balanced and fair".⁶¹ It highlighted the nature and timing of the need for additional capacity; regional connectivity; the economic benefits to the UK; noise impacts; air quality and deliverability risks as the main areas of concern.

Sir Howard Davies wrote to the London Assembly and the Secretary of State for Transport in September 2015 responding to these particular points.⁶² In a separate statement, he said that Gatwick's dossier "appears to repeat many points which Gatwick made to the Commission in the course of its work and which, unsurprisingly, were carefully considered. They did not alter the Commission's view that Heathrow was the best option".⁶³

Over the following 12 months, until the Government announced its support for a third runway at Heathrow in October 2016, Gatwick continued to press its case for expansion and there was speculation that even if the Government said it would support Heathrow Gatwick could still consider putting in a planning application for a second runway.⁶⁴ In his statement on 25 October 2016 the Secretary of State for Transport, Chris Grayling, said that although Gatwick had not been selected as the Government's preferred site for expansion, it "remains a key part of our national transport picture and will continue to do so in the future".⁶⁵

In its response to the announcement Stewart Wingate, Chief Executive of Gatwick, said that the airport was "disappointed as we do not believe this is the right answer for Britain" and warned that "the challenges facing Heathrow have not changed. Our message today is that Gatwick stands ready to proceed when the time comes".⁶⁶

Future expansion plans

Since the Government's decision to support expansion at Heathrow above Gatwick and the publication of its draft National Policy Statement in support of that goal, Gatwick has continued to indicate that it would like to continue to grow.

In November 2016 Stewart Wingate said that he would still like to see a second runway at Gatwick "at the earliest opportunity".⁶⁷ There were also reports that Gatwick would "press ahead with plans to plough £1.2bn into a radical overhaul of its terminals over the next five years,

⁶¹ Gatwick Airport, [A Second Runway for Gatwick: Airports Commission Final Report – Areas of Concern](#), 10 August 2015, p2

⁶² Airports Commission, [Sir Howard Davies: letters following the Airports Commission final report](#), 28 September 2015

⁶³ [Sir Howard Davies statement](#), 19 August 2015

⁶⁴ see, e.g. "[Gatwick Airport to pursue second runway regardless of government's decision on Heathrow expansion](#)", *City A.M.*, 15 November 2015 and "[Gatwick plans to build second runway - even if Heathrow wins airport expansion bid](#)", *The Independent*, 8 October 2016

⁶⁵ [HC Deb 25 October 2016, c163](#)

⁶⁶ Gatwick press notice, "[Gatwick Airport responds to Government decision on airport capacity](#)", 25 October 2016

⁶⁷ "[Gatwick boss Stewart Wingate wants government to approve his "complementary scheme" to Heathrow expansion](#)", *City A.M.*, 21 November 2016

despite losing out to Heathrow in the race to expand its capacity".⁶⁸ These plans were initially set out in the airport's 2014-24 Business Plan, which outlined plans to create two 'world class' terminals by refurbishing the North Terminal to match the improvements in the South Terminal.⁶⁹

In January 2018 there were reports that Gatwick is investigating the potential of using its emergency runway to boost capacity once the Gatwick Agreement expires in 2019.⁷⁰

⁶⁸ "[Gatwick to move ahead with £1.2bn upgrade after losing out to Heathrow](#)", *Daily Telegraph*, 24 November 2016

⁶⁹ GAL, [Revised Business Plan to 2024](#), January 2013

⁷⁰ "[Gatwick Airport mulls use of emergency runway to boost capacity as it waits for expansion green light](#)", *City A.M.*, 22 January 2018

3. Stansted

3.1 Ownership and regulation

Stansted is owned by [Manchester Airports Group \(MAG\)](#). MAG bought the airport in 2013 from the former BAA for a reported £1.5 billion.⁷¹ MAG is owned by Manchester City Council (35.5%); the Codan Trust Company (Cayman) Limited (trustee for the IFM Global Infrastructure Fund (35.5%));⁷² and the remainder by the Greater Manchester borough councils.⁷³

In 2014 the CAA determined that Stansted does not have substantial market power as regards either its passenger or cargo markets.⁷⁴ Stansted had been subject to price controls under the previous regulatory system.⁷⁵

Stansted was sold following an instigation by the competition authorities. For details visit the [archived website](#) of the Competition Commission.

3.2 Expansion

Background

Stansted has been talking about a second runway for more than a decade, though it withdrew the relevant planning application in 2010⁷⁶ and has not indicated any intention more recently to return to the issue. This was the 'G2 application' to Uttlesford District Council, originally submitted by BAA in Summer 2006. It followed the more successful 'G1 application' to lift planning conditions on passenger and movement limits.

In April 2006 Stansted submitted a planning application for permission to lift its planning condition limits on passengers and air transport movements.⁷⁷

This was refused, went to appeal and a public inquiry was held in 2007. The Inspector recommended that the appeal be allowed and planning permission granted, subject to conditions. In October 2008 the then Secretary of State, Geoff Hoon, broadly agreed with the Inspector's assessment and granted planning permission to change two planning conditions:

- for an increase in the number of flights to and from the airport in a year from 241,000 to 264,000 air traffic movements; and

⁷¹ "[Manchester Airport buys Stansted for £1.5bn](#)", *Daily Telegraph*, 18 January 2013

⁷² IFM is in turn owned by 29 separate pension funds

⁷³ information from the [FAME](#) database; see also MAG, [Prospectus for £5,000,000,000 Multicurrency programme for the issuance of Bonds](#), 31 January 2014

⁷⁴ CAA, [Notice Of Determination under Section 8 of the Civil Aviation Act 2012 – Stansted Airport](#), CAP 1135, 10 January 2014; and [Market power determination for cargo services in relation to Stansted – statement of reasons](#), 24 March 2014

⁷⁵ CAA, [De-designation of Manchester and Stansted airports for price control regulation: The CAA's advice to the Secretary of State](#), July 2007; CAA, [Extending the current price control on Stansted Airport - a consultation](#), December 2006; and DfT, [Decision on the regulatory status of Stansted Airport](#), February 2008

⁷⁶ BAA Stansted press notice, "[Stansted to withdraw runway planning application](#)", 24 May 2010

⁷⁷ "[Stansted expansion fails to take off](#)", *The Times*, 30 November 2006

- an increase in the maximum number of passengers using the airport from 25 million to 35 million per annum.⁷⁸

In March 2009 Sir Thayne Forbes dismissed an appeal in the High Court by the pressure group Stop Stansted Expansion.⁷⁹ Leave to appeal the decision was rejected in June 2009 and the group announced that they would seek no further appeals.⁸⁰

Airports Commission

The Airports Commission looked at two options for a new hub airport at Stansted: a four runway and a five runway airport. It rejected both of these in their own right but also largely in comparison with the Thames Estuary/Isle of Grain hub option. For example, although the £59 billion to £80 billion cost would be less than the Thames Estuary option, Stansted would:

- not offer the same potential to address noise impacts in the south east of England;
- have significant environmental and heritage impacts (over 150 listed buildings fall within the proposed footprint for the site, including two Grade I and seven Grade II* buildings, as well as four Scheduled Monuments and one Registered Park and Garden and it would involve the loss of more than 2,000 hectares of high quality agricultural land and up to six villages); and
- come with significant risks associated with the level of additional capacity which might be provided.⁸¹

In terms of expanding Stansted on a smaller scale (i.e. with a second runway), in its interim report the Commission did not think there was a strong demand case as the airport is currently running at about half its permitted capacity; costs would be greater than expanding at Gatwick and its 45 to 60 minute catchment area would be smaller.⁸²

The Airports Commission's final report, published in July 2015, stated that the airport has a long-term aim to secure the lifting of the current planning cap of 35 million passengers a year. The Commission said that it supported "the need to ensure local people are secure in having appropriate levels of protection from unacceptable negative impacts of living close to an airport, but also recognises the strategic importance of Stansted Airport to the wider London airport system". It went on:

... there may be a case for reviewing the Stansted planning cap if and when the airport moves closer to full capacity. Its forecasts indicate that this would not occur until at least the 2030s, although the airport has seen rapid growth since its purchase by MAG, which if sustained over a longer period would bring this forward. The Commission does not have any view as to the outcome of any such review, but is clear that it should be carried out on the basis of a full detailed assessment and consultation

⁷⁸ DfT, [Variation of Planning Conditions, Stansted Airport, Town and Country Planning Act 1990](#), October 2008

⁷⁹ "High Court dismisses attempt to block expansion at Stansted", *Financial Times*, 14 March 2009

⁸⁰ SSE press notice, "[Appeal court refuses to re-open Stansted case](#)", 18 June 2009

⁸¹ op cit., [Interim Report](#), paras 6.47-52

⁸² ibid., paras 6.56-6.57

process, taking into consideration the environmental and other issues that supported the imposition of the original cap, as would be expected for any planning application of this nature and scale.⁸³

Future expansion plans

In 2014 Stansted held a consultation on its Sustainable Development Plan, which sets out how the airport believes it can develop its single runway to a capacity of around 40-45 million passengers a year within pre-existing environmental limits on noise and air transport movements.⁸⁴

In December 2015 there were calls from Stansted to lift the flights limit at the airport following strong growth.⁸⁵ In December 2016 the airport announced plans for a new £130 million arrivals building to support growth to 35 million passengers a year and enable full use of the single runway.⁸⁶ It was granted planning permission in April 2017.⁸⁷

In February 2018 the airport submitted a further planning application to Uttlesford District Council to raise the current cap on the number of passengers it is permitted to serve from 35 million passengers per annum (mppa) to 43 mppa.⁸⁸ Consultation on the application closed at the beginning of May. Information can be found on the [UDC Planning Portal](#).

⁸³ op cit., [Final Report](#), p332

⁸⁴ Stansted Airport, [Sustainable Development Plan 2015](#) [accessed 23 November 2016]

⁸⁵ "[Stansted airport owner urges government to increase flight limit](#)", *The Guardian*, 3 December 2015

⁸⁶ Stansted press notice, "[London Stansted Airport unveils plans for new £130 million arrivals building to transform the passenger experience](#)", 14 December 2016

⁸⁷ Stansted press notice, "[London Stansted Airport receives planning permission for new £130 million arrivals building](#)", 5 April 2017

⁸⁸ Stansted press notice, "[London Stansted Airport commits to long-term growth within approved flight and noise limits](#)", 22 February 2018

4. Biggin Hill

[Biggin Hill](#) provides specialist aviation for predominantly the business market. It services commercial aircraft, and business and general aviation, including training pilots and recreational users.

Biggin Hill Airport has existed since 1917 and the London Borough of Bromley has owned the freehold since 1974 when it was purchased from the Ministry of Defence. It is currently operated by [Regional Airports Ltd.](#), which entered into a 125-year lease of the airport in 1994.⁸⁹

In 2015 the airport published a noise action plan.⁹⁰

It states that its future strategy is to build “on its success as a service centre for business and general aviation by attracting more businesses and jobs to be based at the airport, and to maximise the use of existing surrounding industrial property”.⁹¹ In early 2017 the airport secured funding for the construction of new office space, a hangar and business parking facility, and the development of a hotel.⁹²

⁸⁹ Bromley Council, [Interactive Unitary Development Plan, Written Statement - 12. Biggin Hill Airport and environs](#) [accessed 4 June 2018]

⁹⁰ Biggin Hill Airport, [London Biggin Hill Airport Noise Action Plan](#), 28 August 2015

⁹¹ Biggin Hill Airport, [The future](#) [accessed 4 June 2018]

⁹² “[London Biggin Hill airport expansion set for take off thanks to £15m loan from HSBC](#)”, *City A.M.*, 28 March 2017

5. London City

[London City Airport](#) is located in the East London Docklands. It was sold in February 2016 to a consortium led by the Alberta Investment Management Corporation, the Ontario Teachers' Pension Plan and Wren House, part of the Kuwait Investment Authority, for a reported £2 billion.⁹³

It published its master plan in November 2006, setting out its plans to maximise use of the airport's existing runway.⁹⁴ In August 2007 the airport submitted a planning application to Newham Borough Council proposing an increase in flight movements from 80,000 to 120,000 per annum. In October 2008 Newham granted planning permission for the application subject to a completion of a legal agreement, finalised in July 2009.⁹⁵

In 2012 the airport published its plans for the City Airport Development Programme (CADP).⁹⁶ This involved seven aircraft parking stands, an extended terminal building, a new eastern passenger pier and associated works on a platform over the King George V Dock. The airport submitted its plans to Newham Council in 2013, there followed public consultation and a public inquiry.⁹⁷ The former Mayor of London, Boris Johnson, had objected to the application, but these objections were withdrawn by the new mayor, Sadiq Khan, in May 2016.⁹⁸ The Government granted planning permission in July 2016.⁹⁹ The West Terminal Extension is due to be complete by 2020, while phase 1 of the East Terminal Extension is planned for 2022.¹⁰⁰

In its July 2015 final report, the Airports Commission said that it expected the airport to take into account "the needs of its local residents, to reinforce the airport's valuable connectivity and specialist business travel provision for London".¹⁰¹

In May 2017 the airport published a Carbon Management Policy.¹⁰² It also has an Air Quality Action Plan that sets out a range of measures to be implemented up until the end of 2018.¹⁰³

⁹³ "[London City Airport bought for £2bn by Canadian-led group](#)", *BBC News*, 26 February 2016; it was previously majority-owned by GIP, who own Gatwick

⁹⁴ London City Airport, [Airport Master Plan](#) [accessed 4 June 2018]

⁹⁵ London City Airport, [About CADP](#) [accessed 4 June 2018]

⁹⁶ London City Airport, [CADP Summary](#) [accessed 4 June 2018]

⁹⁷ for information on the campaign against CADP, see Hacan East, [press releases](#) [accessed 4 June 2018]

⁹⁸ "[New London Mayor Removes Obstacle to City Airport Expansion](#)", *Bloomberg*, 10 May 2016

⁹⁹ HMT/DfT press notice, "[£344 million London City Airport expansion hailed by Chancellor](#)", 27 July 2016

¹⁰⁰ London City Airport, [The future of London City Airport](#) [accessed 4 June 2018]

¹⁰¹ op cit., [Final Report](#), p333

¹⁰² London City Airport, [Carbon Management Policy](#), May 2017

¹⁰³ London City Airport, [Air Quality Action Plan 2016-2018](#), 2015

6. Luton

[London Luton Airport](#) is owned by Luton Borough Council and operated on their behalf by London Luton Airport Operations Ltd., comprised of the Spanish airports manager Aena S.A. (51%) and Australian investment company AMP Capital (49%).¹⁰⁴

In September 2001 London Luton published a 'development brief', setting out its vision for the next phase of development at the airport.¹⁰⁵ This was subsequently adopted by Luton Borough Council as Supplementary Planning Guidance (SPG). Luton published a draft master plan in October 2005 which contained proposals for a full-length replacement runway south of the existing runway, a new south terminal, additional aircraft stands and a new control tower. Following consultation the airport company withdrew the plan in July 2007, reportedly because the returns available under the remainder of the 30-year lease (granted in 1998) were not sufficiently attractive to justify the investment.¹⁰⁶ In September 2012 the airport published a revised master plan, setting out a programme to improve access to and facilities at the airport; expand capacity to accommodate 18 million passengers per year within the existing boundaries; and improve sustainability.¹⁰⁷

In its July 2015 final report, the Airports Commission said that following planning application approval Luton would be able to achieve a capacity of 18 million passengers per year by 2025 and deliver an improved passenger experience. The Commission supported discussions to develop rail infrastructure and services for the airport.¹⁰⁸

Luton is currently undergoing a £150 million development which will see the airport increase its capacity to 18 million by 2020. Phase 1 opened in July 2017.¹⁰⁹ Phase 2, due to open in 2018, will see the opening of the newly extended terminal building, and a new boarding pier with eight boarding gates.¹¹⁰ In April 2018 work began on the new £225 million Luton Airport light rail link, which will transport passengers from Luton Airport Parkway station to the airport in under four minutes once it opens in 2021.¹¹¹

¹⁰⁴ Luton Airport press notice, "[AMP Capital set to buy stake in London Luton Airport from Ardian](#)", 24 April 2018

¹⁰⁵ Luton Airport, [Airport Development Brief](#) [archived 22 April 2012]

¹⁰⁶ "Expansion at Luton airport scrapped", *Financial Times*, 7 July 2007

¹⁰⁷ Luton Airport, [Revised Masterplan](#), September 2012

¹⁰⁸ op cit., [Final Report](#), p333

¹⁰⁹ DIT press notice, "[Phase one of £150 million Luton Airport transformation completed](#)", 13 July 2017

¹¹⁰ Luton Airport press notice, "[LLA welcomes Aviation Minister](#)", 19 January 2018

¹¹¹ "[Construction begins on Luton Airport rail link](#)", *Rail Technology Magazine*, 17 April 2018

7. Lydd (London Ashford) Airport

[Lydd Airport](#) is ultimately owned by Saudi-based [FAL Holdings](#), with a minority of shares held by [Atlantic Bridge Aviation Ltd.](#)

In January 2007 the airport submitted formal planning applications to Shepway District Council for a runway extension and other improvements. Both of these applications were called-in by the Secretary of State in June 2010.¹¹² A public inquiry finished looking at the proposals in September 2011 and in April 2013 the Government gave the go ahead for a 294m runway extension with a 150m starter extension and a new passenger terminal.¹¹³ The runway extension is expected to be complete by early 2019.¹¹⁴

In April 2016 the Government announced that Lydd would be the permanent home of search and rescue helicopters in the south east.¹¹⁵

¹¹² [Letter from GOSE to Shepway District Council](#), 22 June 2010

¹¹³ [Letter from CLG/DfT to London Ashford Airport](#), 10 April 2013 and [London Ashford, The Future of Lydd Airport](#) [accessed 5 June 2018]

¹¹⁴ ["Lydd Airport expansion: New terminal build could be brought forward says boss Hani Mutlaq"](#), *Kent Online*, 1 February 2017

¹¹⁵ MCA press notice, ["Lydd Airport made permanent home of search and rescue helicopters in the south-east"](#), 13 April 2016

8. Manston

Over the past five years or so there has been a great deal of interest in the future of aviation on the site of the former Manston Airport.

There has been no functioning airport on the site for four years and its owners currently have a planning application to turn the site into a mixed-use area comprised of homes and business premises. A rival proposal to reinstate aviation operations on the site was withdrawn in May 2018.¹¹⁶

The former RAF Manston was purchased by a New Zealand company, Infratil, in August 2005 for £17 million. Over the next eight years commercial passenger services from the airport were operated by Flybe, Monarch and KLM. In October 2013 Infratil announced they would sell Manston Airport for £1 to a company called Manston Skyport, owned by Ann Gloag, co-founder of Stagecoach Group. It began running the airport in November 2013. Manston Skyport announced its intention to close Manston airport in March 2014, less than four months after its purchase. The airport closed in May 2014 and its commercial aerodrome licence was returned to the CAA.

While the chances of any passenger operations returning to Manston are probably slim, there is a proposal to turn it into a 'freight hub', championed by Sir Roger Gale MP, RiverOak and others.¹¹⁷ In May 2018 RiverOak explained their proposals to turn Manston into "a hi-tech, efficient operating environment ... a very compelling proposition for the air cargo market".¹¹⁸ They are supported by the [Supporters of Manston Airport](#) campaign group. The Government's view is one of tacit support for the return of aviation operations but has insisted that it is a matter for the local community, the owners and the local authority.¹¹⁹

The Manston site was used as a temporary lorry park in Summer 2015 during Operation Stack.¹²⁰ The Government has said that the site is not included in its long-term plans to deal with congestion to and from the Channel ports after Brexit.¹²¹

A summary of the Manston case can be found in the Transport Select Committee's report [Smaller Airports](#) (Ninth Report of Session 2014–15), HC 713, 13 March 2015.

¹¹⁶ ["Plans to re-open Manston Airport have been 'temporarily' withdrawn"](#), *Kent Live*, 8 May 2018; details of what is happening at Manston can be found on the [Thanet Council website](#)

¹¹⁷ RiverOak Investments media statement, "[Government confirms support for an air freight hub at Manston](#)", 15 September 2016

¹¹⁸ RiverOak Investments media statement, "[RiverOak Strategic Partners parliamentary briefing focuses on the hi-tech potential for Manston to improve air cargo productivity](#)", 23 May 2018

¹¹⁹ [HC Deb 15 September 2016. c1020](#)

¹²⁰ this is explored further in: Transport Committee, [Operation Stack](#) (First Report of Session 2016–17), HC 65, 1 June 2016

¹²¹ [HC Deb 14 May 2018. c68](#)

9. RAF Northolt

[RAF Northolt](#) in west London is used by both military and civilian aircraft and is home to units from all three Armed Services and the Ministry of Defence (MOD).

In 2011 the MOD engaged Ernst & Young and Mott MacDonald to make a technical and commercial assessment of future development options for RAF Northolt (codenamed Project Ark). A redacted copy of that report was published in February 2012.¹²²

After consideration of the options in that report the MOD announced in April 2013 that RAF Northolt would remain an active military base. However, in recognition of the pressures on the defence budget, it was also announced that further revenue would be generated from the existing estate by increasing the number of commercial flights at the site from a cap of 7,000 to 12,000 per year. That increase was within NATS airspace capacity recommendations and was approved following consultation with the DfT, CAA and NATS.¹²³ Representatives from RAF Northolt also met with the Leader of the London borough of Hillingdon, local councillors, and residents' associations to discuss the proposal.¹²⁴

As part of its work, the Airports Commission examined several proposals that would allow for more extensive use of RAF Northolt for commercial air traffic that would otherwise use Heathrow. Among those proposals was the integration of RAF Northolt into Heathrow to enable it to be used as a 'third runway'. In its July 2015 final report, the Commission said that it was not "convinced that there is a credible solution for providing a transfer service between RAF Northolt and Heathrow or that RAF Northolt is a viable long-term option to address Heathrow's capacity constraints".¹²⁵ It also cautioned that NATS had identified a "high likelihood" that a new North West runway at Heathrow:

... would have significant operational impacts on RAF Northolt [...] While the scheme would not require the end of military movements at Northolt, there is a significant risk that it might not be possible to continue to operate civilian flights from it without some impact on the capacity of the scheme (potentially on a one-for-one basis, reducing capacity by up to 7,000 ATMs).¹²⁶

There was a debate on the future of Northolt in September 2017. Responding to the debate the defence minister, Tobias Ellwood, said that "RAF Northolt remains a core station with many diverse units. The aerodrome is needed by the military every day and is valuable for contingency ... A decision on its future use was taken in 2013, and we will not revisit that decision".¹²⁷

¹²² EY for the MOD, [Project Ark: Technical and commercial assessment of future development options for RAF Northolt](#), 1 February 2012

¹²³ [HC Deb 5 September 2013, c489W](#); see also open letter from Squadron Leader R J Willis on RAF Northolt Future Brief, 29 April 2013 [[HC DEP 2013-1536](#)]

¹²⁴ *Ibid.*, c488W

¹²⁵ *op cit.*, [Final Report](#), p315

¹²⁶ *Ibid.*, p233

¹²⁷ [HC Deb 13 September 2017, c322WH](#)

10. Southampton

[Southampton Airport](#) is owned and operated by AGS Airports, a consortium of the international infrastructure companies Ferrovial and Macquarie. It was sold by Heathrow Airport Holdings¹²⁸ in October 2014 along with Aberdeen and Glasgow for a combined reported price of £1 billion.¹²⁹

Southampton published its master plan in November 2006, setting out its plans for development within its current boundaries.¹³⁰ There were reports in 2014 that that airport was intending to add a 150 metre starter strip to the existing runway within 10 years.¹³¹

¹²⁸ of which, as explained above, Ferrovial owns 25%

¹²⁹ "[Aberdeen, Glasgow and Southampton airports sold in £1bn deal](#)", *BBC News*, 14 October 2016

¹³⁰ Southampton Airport, [Our vision](#) [accessed 5 June 2018]

¹³¹ "[Runway expansion could create 1000 new jobs at Southampton International Airport](#)", *Southern Daily Echo*, 13 March 2014

11. Southend

[Southend Airport](#) is owned by the Stobart Group. It completed a two-phase development programme in 2014. The first phase involved the opening of a new railway station and air traffic control tower; a new, re-sited, passenger terminal building; and runway extension. The second stage, an extension to the new terminal, was completed in early 2014.¹³²

In its July 2015 final report, the Airports Commission said that it was “pleased to see the consultation on the West Anglia Route Study taking in to account the future growth of the airport” and welcomed “the focus in the London Southend Airport Joint Area Action Plan on local road improvements that would support the airport and develop local business parks”.¹³³

In October 2017 Southend submitted a planning application to Rochford District Council to extend its terminal building.¹³⁴

¹³² Southend Airport, [About us](#) [accessed 23 November 2016]

¹³³ op cit., [Final Report](#), pp333-4; see also: Rochford District Council, [London Southend Airport and Environs Joint Area Action Plan](#), 2014 [accessed 23 November 2016]

¹³⁴ [“London Southend Airport is gearing up for expansion next year as terminal extension plans take off”](#), *City A.M.*, 9 October 2017

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