

**TRANSPORT AND WORKS ACT 1992**  
**TRANSPORT AND WORKS (INQUIRIES PROCEDURES)**  
**RULES 2004**  
**THE NETWORK RAIL (OXFORD STATION PHASE 2**  
**IMPROVEMENTS (LAND ONLY) ORDER)**

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**PROPERTY**  
**PROOF OF EVIDENCE**  
**J R Dawe-Lane BSc(Hons) MRICS FAAV**

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**THE NETWORK RAIL (OXFORD STATION PHASE 2 IMPROVEMENTS (LAND ONLY)) ORDER**

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**THE NETWORK RAIL (OXFORD STATION PHASE 2 IMPROVEMENTS (LAND ONLY)) ORDER**

*Proof of Evidence – Property*

**CONTENTS**

<b>1. INTRODUCTION.....</b>	<b>4</b>
<b>2. STRUCTURE OF THE PROOF OF EVIDENCE .....</b>	<b>5</b>
<b>3. PURPOSE OF THE ORDER.....</b>	<b>6</b>
<b>4. CONSIDERATION OF OUTSTANDING OBJECTIONS.....</b>	<b>11</b>
<b>5. COMPLIANCE WITH THE CPO GUIDANCE .....</b>	<b>26</b>
<b>6. CONCLUSIONS.....</b>	<b>27</b>
<b>7. WITNESS DECLARATION.....</b>	<b>27</b>
 <b>APPENDIX 1 – SCHEDULE OF ENGAGEMENT FOR EACH REMAINING OBJECTOR .....</b>	 <b>29</b>
<b>APPENDIX 2 – SCHEDULE OF KEY DOCUMENTS FOR EACH OBJECTOR AND OTHER DOCUMENTS.....</b>	<b>44</b>
<b>APPENDIX 3 – SUMMARY OF AMENDMENTS TO THE ORDER PLAN/BOOK OF REFERENCE .....</b>	<b>296</b>
<b>APPENDIX 4 – SCHEDULE OF LAND AND RIGHTS REQUIRED .....</b>	<b>300</b>
<b>APPENDIX 5 – TABLE SETTING OUT THE CURRENT STATUS OF ALL OBJECTORS.....</b>	<b>310</b>
<b>APPENDIX 6 – OVERLAY PLAN FOR SHEEPWASH BRIDGE .....</b>	<b>312</b>

**THE NETWORK RAIL (OXFORD PHASE 2 STATION IMPROVEMENTS (LAND ONLY)) ORDER**  
*Proof of Evidence – Property*

**1. INTRODUCTION**

- 1.1. I am John Dawe-Lane, BSc (Hons) MRICS FAAV. I am a Senior Surveyor at Network Rail having been employed in the railway industry since 2015, working as a Property Surveyor.
- 1.2. I am a member of The Royal Institution of Chartered Surveyors (RICS) having qualified in 2002 as a Rural Practice Chartered Surveyor. I am also a Fellow of the Association of Agricultural Valuers (FAAV) having qualified in 2006. I have a Degree in Rural Land Management from the Royal Agricultural College, Cirencester.
- 1.3. As a Senior Surveyor at Network Rail my role primarily involves negotiating temporary and permanent land acquisitions including rights of access/easements, purchases, sales, surrenders and compulsory purchase work to support the delivery of varied Network Rail projects.
- 1.4. I have been the lead Property Surveyor for the Oxford Station Phase 2 Improvements Project (hereinafter referred to as the 'OSP2 Project') since June 2021, having taken over from Rebecca Collins MRICS who commenced the land acquisitions negotiations.
- 1.5. The Oxford Station Phase 2 Improvements (Land Only) Order is required to facilitate the improved capacity and capability on the 'Oxford Corridor' (Didcot North Junction to Aynho Junction) to meet the Strategic Business Plan objectives for capacity enhancement and journey time improvements. The OSP2 Project forms part of a package of rail enhancement schemes which deliver significant economic and strategic benefits to the wider Oxford area and the country. The enhanced infrastructure in the Oxford area will provide benefits for both freight and passenger services, as well as enable further schemes in this strategically important rail corridor including the introduction of East West Rail services in 2024.
- 1.6. The works comprised in the OSP2 Project can be summarised as follows:
  - A new through platform on the west side of Oxford Station to form a second face to the existing Platform 4, including additional waiting facilities, toilets, retail units and construction of a new canopy along the platform length.
  - New track connections to the line from Platform 5, which will allow trains to leave both Platform 4 and 5 at the same time.
  - A new western station entrance from Roger Dudman Way, off Botley Road.
  - A new span over Botley Road to accommodate the additional downside platform. This will incorporate highways improvements to provide dedicated cycleway and footpaths and improve the road gradient and clearances below the bridge to allow the use of normal height double decker buses, as well as passive provision for an additional span to the east.

**THE NETWORK RAIL (OXFORD PHASE 2 STATION IMPROVEMENTS (LAND ONLY)) ORDER**

*Proof of Evidence – Property*

- Re-routing of Roger Dudman Way, removing the junction where it joins Botley Road and creating a new access onto Cripsey Road.
- Replacement of road span of Sheepwash Bridge and adjoining footbridge structure on a new alignment.

1.7. I am aware of the details of the OSP2 Project from the study of the Order application documents including scheme drawings. I have familiarised myself with the land affected including attending site visits where appropriate. I have also attended meetings with the other members of the OSP2 Project team and held meetings with land and property interest owners.

1.8. Where I have not undertaken discussions personally with land and property interest owners I have been kept fully informed by the Network Rail Project Team.

1.9. I have studied publicly available information on properties that I have not been able to inspect internally. I have also considered the objections and representations that have been submitted.

**2. STRUCTURE OF THE PROOF OF EVIDENCE**

2.1.1 My Proof of Evidence will address the land and property impacts of the OSP2 Project and will cover the matters set out below:

2.1.2 A description of the purpose of the draft Oxford Station Phase 2 Improvements (Land Only) Order (herein after referred to as 'the Order') and consideration of the rights and powers that are sought by Network Rail in the Order to facilitate the delivery of the OSP2 Project, together with a description of the land requirements.

2.1.3 A review of the scope for owners of an interest in land to claim compensation as a result of the implementation of the Order, if made.

2.1.4 A response to objections by owners of an interest in land on a case by case basis. The response will include a summary of engagement with the interest owners during the period prior to and after the publication of the draft Order, and a description of Network Rail's attempts to reach agreement with the objectors.

**THE NETWORK RAIL (OXFORD PHASE 2 STATION IMPROVEMENTS (LAND ONLY)) ORDER**  
*Proof of Evidence – Property*

**3. PURPOSE OF THE ORDER**

3.1.1 The purpose of the proposed Order is to enable Network Rail to deliver the OSP2 Project. The Order authorises Network Rail compulsorily to purchase land and interests in land for the purpose of altering and improving Oxford Station to deliver the OSP2 Project.

3.1.2 A large proportion of the works proposed by the OSP2 Project are within land/property which is already within the freehold ownership of Network Rail or land/property over which Network Rail has pre-existing rights. Where this is not the case it will be necessary for Network Rail to permanently and/or temporarily acquire, or use, land which is currently in third party ownership.

3.1.3 In preparing and making the Order application, Network Rail has had due regard to the Department for Transport publication 'A Guide to TWA Procedures' (2006), which under Part 1 - General Principles, paragraph 1.39 states:

“an applicant can seek compulsory land acquisition powers in a TWA order where such powers are required to enable the proposed works or ancillary matters to be carried out. Before confirming such powers, the Secretary of State will wish to be satisfied that there is a compelling case in the public interest for taking away a person’s land or rights in land, and that all the land in question is required for the scheme.”

3.1.4 Network Rail has also had due regard to the Government guidance on compulsory purchase, entitled "Guidance on Compulsory Purchase process and The Crichel Down Rules", introduced in October 2015 and last updated in July 2019 by the Ministry of Housing, Communities & Local Government (“the Guidance”).

3.1.5 Paragraph 1 of the Guidance notes that “compulsory purchase powers are an important tool to assemble land needed to help deliver social, environmental and economic change and used properly can contribute towards effective and efficient urban and rural regeneration, essential infrastructure, the revitalisation of communities and the promotion of business – leading to improvements in quality of life.”

3.1.6 Further, paragraph 2 of the Guidance advises that “acquiring authorities should use compulsory purchase powers where it is expedient to do so. However, a compulsory purchase order should only be made where there is a compelling case in the public interest.” This paragraph also states that “the confirming authority will expect the acquiring authority to demonstrate that they have taken reasonable steps to acquire all of the land and rights included in the compulsory purchase order by agreement.” Paragraph 2 also advises that “compulsory purchase is intended as a last resort to secure the assembly of all the land needed for the implementation of projects.”

3.1.7 If Network Rail as an acquiring authority waits for negotiations to break down before starting the compulsory purchase process, valuable time will be lost. Therefore, depending on when the land is required, it may often be sensible, given the amount of time required to

## THE NETWORK RAIL (OXFORD PHASE 2 STATION IMPROVEMENTS (LAND ONLY)) ORDER

### *Proof of Evidence – Property*

complete the compulsory purchase process, for the acquiring authority to plan a compulsory purchase timetable as a contingency measure and initiate formal procedures.

3.1.8 Paragraph 2 also advises that “when making and confirming an order, acquiring authorities, and authorising authorities, should be sure that the purposes for which the compulsory purchase order is made justifies interfering with the human rights of those with an interest in the land affected.”

3.1.9 The Guidance states, at paragraph 17, that: "Undertaking negotiations in parallel with preparing and making a compulsory purchase order can help to build a good working relationship with those whose interests are affected by showing that the authority is willing to be open and treat their concerns with respect". Paragraph 17 also states: "Acquiring authorities are expected to provide evidence that meaningful attempts at negotiation have been pursued or at least genuinely attempted, save for lands where land ownership is unknown or in question". In accordance with the Guidance, Network Rail has been carrying out extensive consultations and negotiations with affected landowners. Where it is appropriate, and reasonably practicable to do so, Network Rail will seek to acquire the land/property interests by agreement in parallel with the proposed making of the Order. Refer to Section 4 of my proof for a summary of considerations of outstanding objectors, together with Appendix 1 which provides a schedule of engagement to date with objectors and Appendix 2 which provides key documents with objectors.

### **3.2 Proposed Land & Property Acquisitions**

3.2.1 The draft Order (NR2) and the Deposited Plans (NR9) identify the extent to which Network Rail may exercise compulsorily acquisition powers in relation to land situated within the Order limits. All the areas of land (and property rights) which are sought in the draft Order are necessary for the OSP2 Project and no land will be compulsorily acquired either permanently or temporarily unless necessary for the construction, operation, or maintenance of the OSP2 Project. In accordance with the Guidance, Network Rail has been and will continue to seek to acquire the necessary proprietary interests required by negotiation and compulsory powers will only be used where it is not possible, or reasonably practicable, to reach agreement.

3.2.2 The Book of Reference (NR8) details the owners and occupiers of land and property within the OSP2 Project limits and is to be read in conjunction with the Deposited Plans which accompany the draft Order. In accordance with Rule 15 of the Transport and Works (Applications and Objections) (England and Wales) Rules 2006 (B3), notices have been served by Network Rail on the owners, lessees and occupiers of land affected by the project as set out in the Book of Reference.

3.2.3 Network Rail has proposed amendments to the Order (NR2), Order Plans (NR9) and Book of Reference (NR8). The amendments affect Plots 6a, 6b, 6c, 10, 11, 11a, 13 & 13a. A summary of the changes, which explains the rationale for making the changes, is attached at

**THE NETWORK RAIL (OXFORD PHASE 2 STATION IMPROVEMENTS (LAND ONLY)) ORDER**  
*Proof of Evidence – Property*

Appendix 3. Please note that my proof is written on the basis that these amendments will be made.

3.2.4 The Order, if approved, will therefore grant Network Rail the powers to compulsorily acquire land, and rights over land, needed to construct, operate and maintain the improvements to the station and railway. In summary the main forms of acquisition proposed by the Order will consist of:

- Permanent acquisition (Article 3) – The permanent acquisition of land and property is required for the purposes of constructing the new platform 5 and associated railway line, new secondary station entrance on the western side of the railway, the replacement and upgrade of Botley Road Bridge and to replace and realign Sheepwash Bridge. Those plots identified for permanent acquisition (including air rights and extinguishment of third party rights in land, where appropriate) are coloured pink on the deposited land plans and include Plots 6b, 6c, 7, 10, 11, 11a, 12, 13, 13a, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 30a, 31, 31a, 33, 34 & 35.

- Temporary possession (Article 9) – The temporary use of land is required to enable the construction of the OSP2 Project where that land will not be required for the future operation of the authorised works. Temporary possession of land is necessary for the provision of construction compound areas, works access areas, ability to moor and/or anchor vessels or construction platforms in the Sheepwash Channel and the ability to permit third parties to pass and repass over Roger Dudman Way (a private road) during the construction process if needed, together with the ability to improve the road to facilitate its safe use. The Order, if made, would allow Network Rail to take temporary possession of an area of land to facilitate the relocation of the Co-op Childcare operated nursery if needed (plot 40).

3.2.5 Additionally, the Order seeks to confer powers on Network Rail as follows.

3.2.6 Article 7 provides powers to acquire new rights in land.

3.2.7 Article 8 provides powers to acquire subsoil or airspace only (for example, acquisition of air rights for Sheepwash Bridge and Botley Bridge (plots 6c, 13a, 16, 30, 30a, 31 & 33)).

3.2.8 Article 10 provides rights to temporarily use land for maintenance works.

3.2.9 Article 13 extinguishes or suspends private rights of way (for example, the extinguishment of private rights over Network Rail's footbridge spanning Botley Road (Plot 18), and the temporary suspension of the private rights of way over Osney Lane Footbridge during the works (plot 39)).

3.2.10 Article 15 extinguishes rights over the disused level crossing known as Oxford Station Emergency Level Crossing over Botley Road (plot 34).

3.2.11 Article 16 provides rights to use private roads for construction (for example, the use of Roger Dudman Way).

**THE NETWORK RAIL (OXFORD PHASE 2 STATION IMPROVEMENTS (LAND ONLY)) ORDER**  
*Proof of Evidence – Property*

3.2.12 Article 17 provides powers to survey and investigate land (access to land and property to carry out surveys is required to enable Network Rail to minimise the effects of construction of the OSP2 Project on existing land and property).

3.2.13 In terms of Article 15 above, section 5(6) of the Transport and Works Act 1992 provides that a TWA order “shall not extinguish any public right of way over land unless the Secretary of State is satisfied – (a) that an alternative right of way has been or will be provided, or (b) that the provision of an alternative right of way is not required.” The Order does not seek to extinguish any public rights of way, save for Article 15 which stops up the former Oxford Station Emergency level crossing parallel to Botley Road and extinguishes all rights of way over that level crossing. Given that it is a disused level crossing the provision of an alternative right of way is not required.

### **3.3 Schedule of Land and Rights Required**

3.3.1 For a detailed overview as to the specific land and property requirements on a plot by plot basis see the Schedule attached at Appendix 4.

### **3.4 Acquisition Strategy**

3.4.1 During the design development stage in the 12 months prior to the submission of the Order application an ongoing review of potentially impacted landowners and occupiers was undertaken. During the review, land and property owners whose interests were identified for compulsory acquisition on a permanent basis were written to and offered individual meetings, where this was possible, to discuss the potential project requirements, the developing design for the OSP2 Project, and how any concerns that were then raised at those meetings could be mitigated against in advance of the Order application. The pre-submission landowner engagement was both thorough and meaningful. Good working relationships were developed with a substantial number of landowners and any matters raised were sought to be addressed in an appropriate and timely manner. Network Rail recognise the importance of taking into account any concerns raised from property owners and considering any reasonable adjustments that could be made.

3.4.2 As the design detail and construction methodology has advanced, more detailed discussions and negotiations have been progressed and will continue to be progressed as regards the acquisition, by negotiation, of the necessary proprietary interests required to construct and operate the OSP2 Project.

3.4.3 Network Rail's aim is to minimise the use of compulsory purchase and, in an effort to achieve that, it continues to negotiate with affected landowners.

### **3.5 Justification for Compulsory Purchase & the Compensation Code**

3.5.1 The delivery of the OSP2 Project will require other consents and authorisations. A list of consents, permissions or licences under other enactments is provided at NR10. In addition, it is now observed that other consents and authorisations will be required to deliver the OSP2

**THE NETWORK RAIL (OXFORD PHASE 2 STATION IMPROVEMENTS (LAND ONLY)) ORDER**

*Proof of Evidence – Property*

Project including: an Environmental Permit for the Sheepwash Bridge works (see OSP2 Planning Proof); rail consents through Office of Rail and Road (ORR) in respect of Network and Station Change (See OSP2 Sponsor Proof); and in relation to safety requirements (see OSP2 Engineer Proof). These are outside my area of expertise and I rely on the evidence set out in those other proofs of evidence.

3.5.2 The compulsory purchase of the land/property and associated interests is essential to enable the OSP2 Project to be implemented and for Network Rail to deliver the OSP2 Project within a reasonable timescale.

3.5.3 The Order application has been made to ensure that all the land required for the OSP2 Project can be secured within a reasonable timescale, thereby maintaining the affordability and deliverability of the OSP2 Project.

3.5.4 The Guidance advises that an acquiring authority should only make a compulsory purchase order where there is a compelling case in the public interest to do so. Network Rail is satisfied that there is a compelling case for the use of compulsory purchase powers – refer to OSP2 Sponsor Proof, OSP2 Planning Proof and OSP2 Engineering Proof.

3.5.5 Given the size and scale of the OSP2 Project it is unrealistic that the timely acquisition of these interests on reasonable terms will be achievable other than through securing powers of compulsory purchase.

3.5.6 The Order makes provision for those parties whose interests in land/property are compulsorily acquired or used (either temporarily or permanently) to be entitled to claim compensation and for Network Rail to make payments of compensation. Other landowners whose property (including rights) are not compulsorily acquired or used but which may be affected by the construction and/or operation of the OSP2 Project works may also be entitled to claim compensation in certain circumstances.

3.5.7 Where Network Rail impact upon private land and rights the Order provides for compensation to be paid to the landowners. The Order incorporates elements of the legislation which makes up the Compensation Code, and provides for appropriate variations to that legislation as it applies to the present Order: in particular the Compulsory Purchase Act 1965, the Land Compensation Act 1961 and the Acquisition of Land Act 1981, these being key cornerstones of the compensation legislation. Along with case law and other legislation these comprise the Compensation Code which provides for proper compensation to be paid to those having land or rights taken from them to facilitate schemes undertaken in the public interest.

3.5.8 The compensation provisions in the Order vary depending upon the rights being acquired or extinguished.



## **THE NETWORK RAIL (OXFORD PHASE 2 STATION IMPROVEMENTS (LAND ONLY)) ORDER**

### *Proof of Evidence – Property*

3.5.9 As set out in section 3.2.4 of my proof above, the powers sought in the Order will enable Network Rail to either permanently acquire or take temporary possession of land or acquire new rights in land for access for construction of the works.

3.5.10 As also set out in section 3.2.1 of my proof, although the powers would enable Network Rail to take possession without the landowner's consent if necessary, Network Rail aims to reach agreement where possible in advance of using compulsory purchase powers in accordance with the MHCLG Guidance, as demonstrated by the schedule of engagement to date with remaining objectors set out in Appendix 1.

3.5.11 The Order applies Part 1 of the Compulsory Purchase Act 1965 which, through its application, has the effect of requiring Network Rail to pay compensation to qualifying parties under the Compensation Code for acquisition of land or new rights in land for access for construction of the works. Compensation for temporary possession of land is addressed in Article 9.

3.5.12 All property interest owners who have rights imposed upon them or their land or who have land rights taken from them will be entitled to claim compensation in accordance with the Compensation Code, which provides a consistent approach to the assessment of fair compensation.

3.5.13 In addition to compensation being paid for the value of land taken, compensation will also be payable in respect to any loss in a landowner's retained property caused by it being severed from the land acquired, or by the project itself.

3.5.14 Compensation is also payable in respect to disturbance losses that result from the construction of the project. The total compensation to be paid is usually agreed between the parties.

3.5.15 In the event that agreement cannot be reached the Order also makes provision for dealing with the quantum of compensation to be paid, in that the parties are able to refer the dispute to the Upper Tribunal (Lands Chamber) for determination.

3.5.16 Hence although the Order provides Network Rail with powers to interfere with private land interests such interference is subject to the payment of compensation and the interference is kept to only that which is required to secure the purposes of the Order.

## **4. CONSIDERATION OF OUTSTANDING OBJECTIONS**

### **4.1 Summary**

4.1.1 Following the expiry of the representation period for the Order application, 28 objections, 2 representations and 3 letters of support were received. At the time of writing

**THE NETWORK RAIL (OXFORD PHASE 2 STATION IMPROVEMENTS (LAND ONLY)) ORDER**  
*Proof of Evidence – Property*

this Proof of Evidence, 22 of those objections have been withdrawn. Provided at Appendix 5 is a table setting out the current status of all objectors.

4.1.2 Network Rail has contacted all objectors and remains willing to meet with them to discuss the concerns raised. A number of meetings have already taken place and engagement continues to take place with the affected landowners.

4.1.3 Where the Order seeks compulsory powers to take temporary possession of land or to permanently acquire interests in land, Network Rail's objective is to continue engagement with the affected landowner and to reach acceptable terms to address the concerns raised in the letter of objection, and where appropriate, Network Rail is willing to enter into legal agreements to secure the assurances and commitment offered.

4.1.4 The following sections below identify each outstanding objection, summarise the issues raised by each objector and outline Network Rail's response and update. A schedule of engagement for each objector is provided at Appendix 1.

**4.2 OBJ/3 – David Bradbury**

*Concerns of impact proposals have on access to Venneit Close*

4.2.1 David Bradbury is identified in the Book of Reference on the basis that he has a possible right of access over Plots 6, 6a, 6b, 6c, 7a, 13, 13a, 17a & 17b.

4.2.2 Since receiving the objection, Network Rail has sought to engage and liaise with Mr Bradbury to confirm that access to Venneit Close will not be impeded by the powers sought under the Order or the OSP2 Project.

4.2.3 On the 25 June 2021 Network Rail emailed David Bradbury to confirm access to his property will be maintained. Network Rail explained the rationale and extent of the OSP2 Project and offered to meet with him to further explain the proposals.

4.2.4 Given Network Rail did not receive a response, Network Rail sent a further letter on the 13 July 2021 to Mr Bradbury outlining more detail regarding access routes and providing comfort that access will be maintained to his property throughout the works period.

4.2.5 A follow up email was sent by Network Rail on 2 August 2021 attempting to create a dialogue and a response was received on 3 August 2021 from Mr Bradbury stating that he felt the grounds of his objection had not been addressed and that the precise scope of the works, and therefore which parts of the land will be required, should have been decided prior to an Order being sought. Network Rail provided a response on 4 August 2021 explaining the extent of the works impacting him.

4.2.6 Network Rail sent a follow up email with a Slide Deck presentation PDF to Mr Bradbury on the 18<sup>th</sup> August 2021. The information within the presentation outlines

**THE NETWORK RAIL (OXFORD PHASE 2 STATION IMPROVEMENTS (LAND ONLY)) ORDER**  
*Proof of Evidence – Property*

Network Rail's intention to maintain access along Roger Dudman Way until the alternative access via Cripsey Road is open and ready for use.

- 4.2.7 Regarding the temporary closure of Sheepwash Bridge, Network Rail have explained that the intention is to use a temporary bridge over the Sheepwash Channel to maintain access throughout the works period. The viability of this will be advanced when the GRIP5-8 (design and build) contractor is onboard, anticipated towards then end of 2021. If this solution is not possible Network Rail will ensure there is alternative access provided via Walton Well Road, to ensure continuous access during limited anticipated overnight closures required to install the replacement Sheepwash Bridge. Network Rail have identified the temporary improvements required to Roger Dudman Way, including widening of the road, if the proposed fallback temporary diversion route via Walton Well Road is required. A schedule of engagement with Mr Bradbury is provided at Appendix 1.
- 4.2.8 Despite a continued exchange of correspondence between Network Rail and Mr Bradbury, Mr Bradbury has expressed the view that his objection will not be withdrawn.

**4.3 OBJ/4 – Rail Gourmet UK Limited ('Rail Gourmet')**

*No compelling case in the public interest, breach of Article 1 and First Protocol of Human Rights Act 1998, failure to negotiate, and lack of engagement.*

- 4.3.1 Rail Gourmet is a tenant of GWR who are the franchised leaseholder of Oxford Station, as well as a Train Operating Company and have a leasehold interest in part of Oxford Station.
- 4.3.2 Network Rail has engaged with both GWR as franchise leaseholder and Tanner Rose who represent Rail Gourmet to fully understand the extent of the Rail Gourmet's interest. Refer to Appendix 1 for a schedule of engagement with Rail Gourmet/SSP. Rail Gourmet's lease demise at Oxford Station is not registered with the Land Registry. Network Rail is advised by GWR that Rail Gourmet is situated within the Train Crew Building located on Platform 1 on the east side of the station and therefore do not have a lease demise affected within the Order limits. Please refer to the email dated 24 June 2021 from Shelley Sen (Lead Project Interface Manager – GWR) in Appendix 2, which confirms the position, together with an accompanying plan showing the location of Rail Gourmet. Accordingly, the Rail Gourmet interest is not affected by the Order and Network Rail's view is that the Rail Gourmet's objection to the Order is not based on valid grounds.

**4.4 OBJ/4 – Select Service Partner Limited ('SSP')**

*No compelling case in the public interest, breach of Article 1 and First Protocol of Human Rights Act 1998, failure to negotiate, and lack of engagement.*

**THE NETWORK RAIL (OXFORD PHASE 2 STATION IMPROVEMENTS (LAND ONLY)) ORDER**  
*Proof of Evidence – Property*

- 4.4.1 SSP is a tenant of GWR who are the franchised leaseholder of Oxford Station, as well as a Train Operating Company.
- 4.4.2 GWR has confirmed that of those units that fall within the SSP demise, only 'Pumpkin Café' which occupies a unit on Platform 4, falls within the limits of the Order (comprised in Plot 19). The other tenants within the SSP demise (Delice De France, M & S Simply Food and Upper Crust) are situated in the main concourse to the eastern side of the station which falls outside the Order limits.
- 4.4.3 A schedule of engagement is provided at Appendix 1, with a summary of Network Rail's engagement provided below.
- 4.4.4 In addition to the wider consultation and community engagement (set out in the Consultation Report (NR7), also refer to planning consultation in OSP2 Planning Proof and Project consultation in OSP2 Sponsor Proof), Network Rail wrote to SSP on 16 April 2021 advising of the proposed Order and providing contact details for any queries. Requests for Information were also issued by Carter Jonas on behalf of Network Rail to SSP on the 4 May 2021, with a follow up letter on the 18 May 2021.
- 4.4.5 Network Rail has been liaising with SSP's landlord, GWR on the proposals since the beginning of 2021 to specifically establish both their requirements, and those of their station tenants. GWR initially wanted to manage all communication with their station tenants. Since 28 June 2021 Network Rail has been liaising directly with Tanner Rose who represent SSP and has also been in correspondence with SSP's Head of Estates, to establish which of their demise interests are affected and to understand if their requirements could be accommodated elsewhere during the works.
- 4.4.6 Following correspondence with Tanner Rose on 29 June 2021, 30 June 2021, 6 July 2021, 26 July 2021, and 30 July 2021, it has been established, and was communicated to Tanner Rose on the 6 August 2021, that Network Rail is unable to provide temporary alternative premises on platform 4 during the works, it being an island platform with limited space available and Network Rail having to prioritise for operational reasons temporary GWR facilities (Station Manager's office and GWR staff rooms), public passenger facilities (temporary toilets and waiting room) and British Transport Police accommodation. In addition, for safety purposes, the platform width must not be compromised during the works period to ensure a clear minimum width of 2.5m. Whilst Network Rail has advised that a mobile kiosk might be possible on the platform, there would still be the issue of water, power supply and storage facilities, and it would likely need to be moved multiple times to allow for the phased works which include demolition and reconstruction of the existing platform facilities, provision of limited temporary facilities, and replacing and extending the platform canopy. A detailed explanation of the works is provided in the OSP2 Engineer's Proof. Given the anticipated level of disruption to both SSP and the OSP2 Project, it is not considered practical or functionally viable to try and

**THE NETWORK RAIL (OXFORD PHASE 2 STATION IMPROVEMENTS (LAND ONLY)) ORDER**  
*Proof of Evidence – Property*

accommodate the Pumpkin cafe elsewhere on Platform 4 during the works; this being the only space in the station available to Network Rail being acquired from GWR within the proposed Order Limits. The remainder of the station is within GWR's franchise lease, over which Network Rail does not have title.

- 4.4.7 On the 30 July 2021 Network Rail made a financial offer to SSP to acquire their demise interest. Tanner Rose subsequently has advised this offer has been declined and the parties are continuing to negotiate regarding appropriate compensation, whilst SSP explores its relocation options.
- 4.4.8 Alongside making a final offer directly to SSP, Network Rail is also liaising with GWR regarding a surrender of the Pumpkin Café premises from GWR's franchise lease to enable Network Rail to pursue ending SSP's lease under the Landlord and Tenant 1954 Act on the grounds of redevelopment.
- 4.4.9 The sums offered are not a matter for the Order process but were made as a genuine attempt to acquire the land/rights by agreement.
- 4.4.10 The compelling case for the Order has been explained to SSP, as detailed in Network Rail's Statement of Case, and further expanded on in the OSP2 Project Sponsor's Proof.
- 4.4.11 Article 1 of the First Protocol to the European Convention on Human Rights states that "Every natural or legal person is entitled to peaceful enjoyment of his possessions. No one shall be deprived of his possessions except in the public interest and subject to the conditions provided for by the law and by the general principles of international law. The preceding provisions shall not, however, in any way impair the right of a State to enforce such laws as it deems necessary to control the use of property in accordance with the general interest or to secure the payment of taxes or other contributions or penalties".
- 4.4.12 Article 1 is a qualified right in that no one shall be deprived of his possessions "except in the public interest and subject to the conditions provided for by law".
- 4.4.13 The compulsory acquisition of land for the railway purposes specified in the Order is authorised by, and subject to, the Transport and Works Act 1992 (the 1992 Act). By enacting the 1992 Act the Government has determined that, subject to procedural safeguards, it can be in the public interest for individuals to be deprived of their land for railway purposes. The procedural safeguards are provided by the 1992 Act, The Transport and Works (Applications and Objections Procedure) (England and Wales) Rules 2006 and the Transport and Works (Inquiries Procedure) Rules 2004 which enable objections to be raised to compulsory acquisition and considered by an independent inspector. In addition, where land is authorised to be compulsorily purchased by the making of an order under the 1992 Act, compensation will be payable under the Compensation Code, as applied by that

**THE NETWORK RAIL (OXFORD PHASE 2 STATION IMPROVEMENTS (LAND ONLY)) ORDER**  
*Proof of Evidence – Property*

order. Where disputes as to the amount of compensation arise, these may be referred for independent consideration by the Lands Chamber of the Upper Tribunal.

- 4.4.14 The Order is being pursued in the public interest, as is required by Article 1 of the First Protocol where compulsory acquisition of property is concerned. The public benefits associated with the Order are set out in the OSP2 Project Sponsor Proof of Evidence. For these reasons, the railway purposes for which the Order powers are being sought are sufficient to justify interfering with the human rights of the landowners proposed to be affected, including SSP. The Order, including the requirement to pay compensation, strikes a fair and proportionate balance between the private interests of the landowners and the public interest in securing the benefits of the OSP2 Project to the national railway network. Therefore, the interference with Convention rights is justified.
- 4.4.15 The summary of engagement herein and the schedule of engagement at Appendix 1 demonstrate meaningful engagement by Network Rail and consideration of relocation to alternative premises within the proposed Order limits (Network Rail's control), which has not proved possible therefore the parties continue to negotiate regarding appropriate compensation.

**4.5 OBJ/5- David Godfrey – Secretary of The Ramblers & Oxford Fieldpaths Society**

*Strongly object to permanent closure of footpath 320/10/10*

- 4.5.1 Network Rail sent a letter to David Godfrey on the 25th July 2021 explaining that the footpath running parallel on the north side of Sheepwash Channel (reference 320/10/10) and passing under Sheepwash Bridge will not be permanently closed. The footpath will only be closed temporarily whilst works are carried out on Sheepwash Bridge above, to ensure public safety. Advance notice of this necessary temporary closure will be provided, and Network Rail will endeavour to keep disruption to a minimum.
- 4.5.2 David Godfrey sent Network Rail an email on the 27 July 2021 confirming his concerns about the footpath were answered and neither the Ramblers nor Fieldpaths Society will be objecting. A copy of the email is provided at Appendix 2.

**4.6 OBJ/6 –The Chancellor Masters and Scholars of the University of Oxford ('Oxford University') & OBJ/7 Oxford University Fixed Assets Limited ('OUFAL')**

- 4.6.1 Oxford University are the registered owners of Plots 4, 4a, 5, 6, 6a, 6b, 6c, 13 & 13a. Oxford University also have rights of access reserved over the southern section of Roger Dudman Way by virtue of an agreement dated 12 May 1999 and made

**THE NETWORK RAIL (OXFORD PHASE 2 STATION IMPROVEMENTS (LAND ONLY)) ORDER**  
*Proof of Evidence – Property*

between British Railways Board and Railtrack Plc. The right of access extends through Plots 7a, 17a & 17b.

- 4.6.2 I refer to objection letters of 21 July 2021 on behalf of both The Chancellor Masters and Scholars of The University of Oxford (objection 6) & Oxford University Fixed Assets Limited (objection 7) – (referred together herein as 'the University'), together with an undated Statement of Case received by email from Gateley Hamer on 22 October 2021, which largely reiterates the points of objection previously made.

*Detailed design proposals of the bridge have not been provided and the University should not have to retain an altered bridge, in part ownership as an asset.*

- 4.6.3 Network Rail has been engaging with the University since January 2021 and explained the history of Sheepwash Bridge to the University. It is agreed that the existing Bridge asset belongs to the University. The OSP2 Project provides a replacement of that asset, albeit on a new alignment. This position has not changed.

- 4.6.4 The background to the ownership of Sheepwash Bridge can be summarised as follows:

- a) as part of the Railways Act 1993, when British Rail was privatised, the land within Title ON 224972 (being the northern section of Roger Dudman Way including Sheepwash Bridge) was identified as non-operational railway land, and at Demarcation (when non-operational railway assets transferred from British Rail to British Railways Board) on 12 May 1999 passed to the British Railways Board for disposal. The land was subsequently sold to the University to facilitate access to the University's student accommodation, and wider development which lies to the north of Roger Dudman Way.
- b) under the Demarcation Agreement (dated 12 May 1999) Network Rail's adjoining land benefits from a right of way, with or without vehicles, over the land in Title ON 224972 including a right of way over Sheepwash Bridge and the northern section of Roger Dudman Way. A copy of the Demarcation Agreement is provided at Appendix 2.
- c) the freehold interest in Sheepwash Bridge is registered with absolute title number ON 224972 in favour of the University (OUFAL). An official copy of register of title is provided at Appendix 2.

- 4.6.5 The construction of the new platform 5 railway line results in a necessary realignment of the University's existing Bridge resulting in provision of a new road/pedestrian Bridge span over Sheepwash Channel. An overlay plan is provided at Appendix 6 illustrating the position of the replacement Sheepwash Bridge and related infrastructure. As has consistently been explained to the University (designs first shared with the University in January 2021), due to track realignment

**THE NETWORK RAIL (OXFORD PHASE 2 STATION IMPROVEMENTS (LAND ONLY)) ORDER**  
*Proof of Evidence – Property*

requirements the new Bridge span will be positioned on a slightly altered alignment to the west of the existing involving land belonging to the Nursery (Plots 11 & 11a), which Network Rail proposed would be transferred to the University.

- 4.6.6 The replacement Bridge will be built to modern standards (in accordance with 'Bridge Design to Euro Codes', which from April 2010 replaced British Standards as the principal design for bridges in the UK, and Network Rail Standards), being more resilient, with less steel to maintain/paint than the existing structure, and is considered by Network Rail's OSP2 Project Engineer to provide 'betterment' to the University's asset with a modern replacement Bridge with longer design life – refer to OSP2 Project Engineer's Proof.
- 4.6.7 The existing ownership and existence of Network Rail's reserved right of way is not disputed. Network Rail's position is that the principal use of Sheepwash Bridge is to serve the University accommodation/residential housing on Roger Dudman Way and therefore originally advanced the case that the replacement Sheepwash Bridge should continue to be owned and maintained by the University, along with the road, as the existing legal owner.
- 4.6.8 The essence of the University's position is that they want to transfer liability of the replacement Bridge to Network Rail.
- 4.6.9 Network Rail has been liaising with the University's in-house surveyor since early January 2021, and more recently with Gateley Hamer since their appointment in early July 2021, regarding the project and has shared the latest - 'Approval in Principle' (GRIP4) designs with the University. ('GRIP' stands for 'Governance for Railway Investment Projects', which is a Network Rail process dividing a project into 8 distinct stages to mitigate the risks of delivery). It has been explained that the Project is at GRIP Stage 4 and the detailed final design will emerge once a GRIP5-8 (design and build) contractor is formally on board, which is anticipated towards the end of 2021. It is not uncommon, in my experience, for the detailed design still to be undertaken for a project of this sort at this stage of compulsory acquisition. The current in principle designs clearly justify the need for the land and rights.
- 4.6.10 A site meeting was held on the 9 September 2021 between Gateley Hamer and Network Rail's OSP2 Project Engineer to explain the design of the replacement Bridge in more depth on site.
- 4.6.11 Despite Network Rail providing assurances and offering a legal commitment (draft agreement dated 21 September 2021) to the University that it will have the opportunity to influence and be involved in the design and specification of the replacement Bridge, including Network Rail offering to pay for an engineer appointed by the University to review the designs, the University maintained the position that Network Rail must take on ownership of the replacement Bridge.



**THE NETWORK RAIL (OXFORD PHASE 2 STATION IMPROVEMENTS (LAND ONLY)) ORDER**  
*Proof of Evidence – Property*

4.6.12 Network Rail further considered the University's position and on 15 October 2021 Network Rail's solicitors Dentons wrote to the University's solicitors providing an updated compromise agreement dealing with the terms of their objection. In summary Network Rail has agreed to:

- a.) amend the Order plans to allow Network Rail to permanently acquire the University's land needed to carry out the Sheepwash Bridge replacement.
- b.) maintain provision of utility services;
- c.) keep the University updated on programme;
- d.) enable the parties to agree a licence to go onto the University's land required for temporary purposes;
- e.) provide appropriate notices on the diversions etc needed during the construction process;
- f.) grant rights over Sheepwash Bridge in its newly constructed form;
- g.) provide access via the new Cripsey Road junction until dedicated as highway.

4.6.13 Network Rail is continuing to work with the University to agree the compromise agreement in the expectation that the University will remove their objection given their principal concerns have been addressed.

*Concerns the works will interrupt utilities supply*

4.6.14 Network Rail is aware of the requirement to protect the University's critical infrastructure and the University helpfully provided Network Rail with utility plans on 25 May 2021.

4.6.15 Network Rail has explained that detailed surveys and the works methodology to translocate the utilities/fibre optic cable will be completed by the contractor once appointed, anticipated towards the end of 2021.

4.6.16 The OSP2 Project's Senior Sponsor wrote to Gateley Hamer on the 18 August 2021 formally reiterating the previous pledge that Network Rail will continue to liaise and work collaboratively with the University regarding detailed surveys and the works methodology to move the cables as it emerges in GRIP 5-8 (design and build).

4.6.17 On the 9 September 2021 the OSP2 Project's Engineer met with Gateley Hamer on site to explain the works in more depth, including moving the cables. Network Rail will continue to liaise with the University on this issue. On 21 September 2021 a draft legal agreement offering a commitment to safeguarding and maintaining utility services was provided by

**THE NETWORK RAIL (OXFORD PHASE 2 STATION IMPROVEMENTS (LAND ONLY)) ORDER**  
*Proof of Evidence – Property*

Network Rail to the University's agent. This commitment is encapsulated in the revised compromise agreement dated 15 October 2021.

*Additional land proposed to be transferred to the University as part of Sheepwash Bridge replacement works is not acceptable*

4.6.18 As detailed at 4.6.12 above, Network Rail have taken on board the University's concerns and have agreed to amend the Order plans to allow Network Rail to permanently acquire the University's land needed to carry out the Sheepwash Bridge replacement. This obviates the need for the University to take on any additional land on which the replacement Bridge would sit.

*Concerns over the temporary use of access roads during construction works and diversion routes during construction*

4.6.19 Network Rail has previously advised the University (as confirmed on the 16 July 2021 site meeting with Gateley Hamer and the University Surveyor (James Parfett), and more recently by email to Gateley Hamer on the 29 July 2021) that the alternative access north via Roger Dudman Way and along Walton Well Road is included as a fallback option should it not be possible to maintain vehicular access (including fire engine access) over Sheepwash Bridge, which is the intention. It has therefore been necessary to include the necessary rights and temporary possession of the relevant parts of those routes in the Order, in the event the fallback needs to be utilised. The decision whether or not the temporary diversion is required will be confirmed by the GRIP 5-8 contractor.

4.6.20 If it becomes necessary to use this temporary access, full details of traffic management and safety provisions will be shared with the University and Network Rail will continue to work with the University to minimise any disruption. Please refer to the OSP2 Engineer's Proof for details regarding the functional suitability/safety requirements relating to use of this fallback access. The draft legal agreement provided to the University on 21 September 2021 (and updated on the 15 October 2021) makes provision where appropriate if temporary diversions are put in place that access is maintained to the properties north of Roger Dudman Way.

*New rights are required over the newly created junction with Roger Dudman Way and Cripsey Road*

4.6.21 The Heads of Terms issued to the University on 10 May 2021 offered equivalent alternative access rights over the new route via Cripsey Road. This position was reaffirmed on the 29 July 2021 and Network Rail confirmed it remains willing to pay the University's reasonable legal expenses to progress the legal documents. The draft legal agreement provided to the University on 21 September 2021 (as updated on 15 October 2021) also secures Network Rail's commitment to granting these rights.

**THE NETWORK RAIL (OXFORD PHASE 2 STATION IMPROVEMENTS (LAND ONLY)) ORDER**  
*Proof of Evidence – Property*

*Concerns over the scope of works, timings and proposed locations of compounds*

4.6.22 Network Rail has, and will, continue to liaise and update the University regarding the OSP2 Project. On the 29 July 2021 an updated high-level programme of works was shared with the University. The draft legal agreement provided to the University on 21 September 2021 (updated on 15 October 2021) also provides assurances to keep the University updated on the programme for the carrying out of the works.

4.6.23 Network Rail will continue to liaise and share information with the University as it emerges when a contractor is appointed in order to try and minimise disruption from the works.

*Lack of Meaningful Engagement*

4.6.24 Heads of Terms were initially provided to the University on 10 May 2021, with accompanying plans detailing the acquisitions/transactions required, and negotiations have been progressing since January 2021 with the University's Estate Surveyor and more recently from July 2021 with Gateley Hamer. Network Rail is continuing to engage meaningfully to negotiate the land and rights required by private treaty, and will continue to do so notwithstanding the application for the Order. Network Rail is fully willing to continue to provide supporting information when requested in relation to the OSP2 Project and awaits to hear from the University on the terms proposed.

4.6.25 The summary of engagement herein and the attached schedule of engagement at Appendix 1 evidence Network Rail's commitment to meaningful engagement with the University.

**4.7 OBJ/7 – Oxford University Fixed Assets Limited ('OUFAL')**

*Lack of Engagement and lack of information for OUFAL to assess the impact of the Order and works*

4.7.1 OUFAL have a caution registered against title no ON308486, being Plot 3 and are also identified in the Book of Reference as being a tenant/occupier in this plot.

4.7.2 Network Rail have been in communication with the surveyor (James Parfett) acting for the University of Oxford since January 2021 who confirmed to Network Rail that he is instructed to act on behalf of OUFAL. More recently, from early July 2021, Network Rail has been negotiating with OUFAL's appointed agent, Gateley Hamer who have since been instructed to act for OUFAL.

4.7.3 For ease we have responded to this objection under objection 6 (The Chancellor Masters and Scholars of The University) as they are linked - see Network Rail Response in Objection 6.

4.7.4 A schedule of engagement is provided at Appendix 1.

**THE NETWORK RAIL (OXFORD PHASE 2 STATION IMPROVEMENTS (LAND ONLY)) ORDER**  
*Proof of Evidence – Property*

**4.8 OBJ/22 Property: Kenmare Estates Limited (Co-op') The Co-op Children's Nursery, 1 Roger Dudman Way, Oxford, OX1 1HW.**

4.8.1 Kenmare Estates are the registered legal owners of Plots 10, 11 & 11a which is a childcare nursery trading under the name of 'Co-op Child Care, Oxford Station (herein after referred as 'Co-op Childcare').

*Extent of Land Interest Not Justified*

4.8.2 Co-Op Childcare is of the view that the extent of the land take is excessive, and that Network Rail has failed to provide sufficient explanation for the need to include the land within the Order.

4.8.3 Network Rail's position remains consistent as was first explained to Co-op Childcare in July 2020. The proposed land required remains as per the GRIP 4 ('Approval in Principle') scheme designs which were shared with Co-Op Childcare on the 3 July 2020, and subsequently provided to its agent, Savills, when they were instructed in January 2021. These designs result in necessary modifications to the south eastern corner of the nursery building (i.e removing a section of external wall and rebuilding, as well as permanent acquisition of the adjoining passageway to facilitate the new road) due to realignment of Sheepwash Bridge and footway over Sheepwash Channel to accommodate the additional width required for the new platform 5 railway line. Whilst the designs seek to minimise the impact on the nursery the identified permanent land required is unavoidable, and it is not safe or practical for the nursery to operate from its existing location during the works period – see OSP2 Project Engineer's Proof.

4.8.4 Network Rail explained to Savills in an email of 12 April 2021 that the approach to alter the Order to provide for a permanent acquisition of the whole was as a precaution to accommodate their client's request made on the 25th of February 2021 via email to explore, amongst other options, a permanent land swap (i.e Network Rail acquiring the whole nursery site in exchange for Network Rail either permanently transferring part of its land (plot 0040) to Co-Op Childcare, or Co-Op Childcare acquiring the freehold of an alternative site). This position was further communicated to Savills by email on 16 April 2021 and also more recently during a MS Teams meeting with both Savills and their client representative on the 18 August 2021 when Co-op Childcare confirmed their preferred option was temporary relocation. At this meeting it was agreed Network Rail would conduct a review of the outline specification provided by Co-Op Childcare to work up a detailed specification for temporary relocation, which will be given to the GRIP 5-8 (design and build) contractor once in contract (anticipated to be end of 2021).

4.8.5 On the 20 October 2021 Network Rail provided Savills with updated indicative drawings illustrating the impact of the road realignment works to the nursery building.

4.8.6 In response to the objection, Network Rail will amend the Order plans to divide Plot 10 to provide new Plots 11 & 11a which reflect the permanent acquisition required for the replacement of Sheepwash Bridge, with the intention that Plot 10 will be handed back to the

**THE NETWORK RAIL (OXFORD PHASE 2 STATION IMPROVEMENTS (LAND ONLY)) ORDER**  
*Proof of Evidence – Property*

nursery on completion of the Bridge installation, and once the necessary modifications to the nursery building have been completed.

4.8.7 Network Rail will require a future permanent access across the returned Nursery Premises (Plot 10) to inspect and maintain the new Bridge and Road structures once constructed. This has been explained to Savills and will not undermine the use of the property as a nursery.

*The need for the works and a failure to provide sufficient information or consider the alternative to increase the highway level to avoid any permanent land take*

4.8.8 Network Rail has consistently kept Co-Op Childcare informed of the development proposals which necessitate the land acquisition. The need for the land is to facilitate the replacement of Sheepwash Bridge; this needs to be replaced on a new alignment to the west to accommodate the additional width required for the new track. The newly realigned Sheepwash Bridge will continue to provide vehicular access to the nursery, residential and student accommodation to the north, albeit the Bridge needs to be wider than existing to accommodate a newly installed railway track, as well as a replacement road Bridge with footway – refer to the OSP2 Engineer Proof for detail.

4.8.9 Network Rail's Senior OSP2 Project Engineer confirmed on 29 July 2021 (see Appendix 2) that raising the level of the road would not be beneficial to either party, stating that "it would increase the height and therefore width (i.e. 'land take') of any retaining wall for the road/footway on the boundary with the nursery." Network Rail has fully explained the OSP2 Project and shared the latest design information available with Co-Op Childcare and will continue to do so with the final detail emerging once a GRIP 5-8 (design and build) contractor is in contract – please refer to the OSP2 Engineer Proof for detail on design of Sheepwash Bridge.

*Impact of the Permanent Land Acquisition on the nursery*

4.8.10 Network Rail has sought to work with Co-op Childcare to understand the impact the permanent land take will have on the operation of the business. Network Rail has given its commitment to meet Co-op Childcare's reasonable costs, for Savills to undertake a search for alternative premises in the marketplace including freehold and leasehold properties, which to date has ultimately proved unfruitful, as evidenced by Savills update email on 14 May 2021.

4.8.11 Alongside Co-op Childcare keeping a watching brief for alternative temporary premises, Network Rail has, and will continue, to work with Co-op Childcare to try and minimise any disruption to their business and remains committed to working towards temporary relocation to try and minimise disruption and ensure the continued operation of the business.

4.8.12 An identified option for temporary relocation is to modular buildings in Beckett Street Car Park (Plot 40). The freehold of this site is owned by Network Rail, albeit the car park is

**THE NETWORK RAIL (OXFORD PHASE 2 STATION IMPROVEMENTS (LAND ONLY)) ORDER**  
*Proof of Evidence – Property*

included in GWR's station lease and managed by APCOA as a public car park serving the station. Network Rail is in discussions with GWR regarding use of the station car park for this purpose. Please refer to OSP2 Engineer's Proof for the suitability of the site for temporary relocation. Network Rail is currently liaising with Savills to see if agreement can be reached for temporary relocation to Beckett Street car park having received Heads of Terms from Savills, setting out a proposal, on 13 October 2021.

*Question the need for the proposed works*

4.8.13 The need for the Order and the works underlying the Order is set out in Sections 4 and 5 of the Statement of Case (E1) and also demonstrated in the OSP2 Sponsor Proof and OSP2 Engineer's Proof.

*Lack of Engagement*

4.8.14 Network Rail commenced negotiations with Co-op Childcare in July 2020 explaining the extent of the OSP2 Project and the land requirements. Network Rail has continued to engage with Co-op Childcare both directly, and more recently through Savills, to explore all available options (including temporary relocation, permanent relocation, as well as business extinguishment at the request of Savills) to try and minimise impacts on the business.

4.8.15 On 29 July 2021 Savills confirmed to Network Rail that Co-op Childcare's preferred option is temporary relocation (having ruled out permanent relocation and extinguishment) and Network Rail remains committed to provide reasonable assistance, where it can, to continue to cost/progress this option. An outline specification for temporary relocation to Beckett Street car park was sent to Savills on the 22 September 2021 and Network Rail continues to explore this option with Co-op Childcare.

4.8.16 A schedule of engagement is attached at Appendix 1 and demonstrates Network Rail's continued commitment to meaningfully engage both in terms of the proposed land required and temporary relocation.

**4.9 OBJ/1 - Southern Gas Network (SGN)**

4.9.1 Network Rail has engaged with SGN to provide the necessary assurances to overcome the concerns raised in the objection letter. Network Rail and SGN have since agreed a compromise deed and a revised set of Protective Provisions which are to be included within the Order. The Agreement has now been completed and SGN has withdrawn its objection by letter dated 24 September 2021.

**4.10 OBJ/28 - Oxfordshire County Council**

4.10.1 The County Council's letter to the DfT of 23 July 2021 makes clear that the County Council supports in principle and welcomes the proposed scope of improved rail and highways infrastructure which this application will enable to be delivered and recognises that the

**THE NETWORK RAIL (OXFORD PHASE 2 STATION IMPROVEMENTS (LAND ONLY)) ORDER**  
*Proof of Evidence – Property*

proposed improvements are integral to Oxford County Council's Oxford Rail Station Master Plan.

4.10.2 Network Rail has been, and continues to engage, with the County Council to address the concerns raised. A deed providing the appropriate assurances to address the County Council's concerns has been completed and the County Council's objection has been withdrawn (See Appendix 2 for confirmation).

4.10.3 The deed addresses the County Council's principal concerns with Network Rail agreeing as follows:

- Not to Commence the Development until it has entered into the agreed final form of the Section 278 Agreement.
- To collaborate and co-operate as is reasonably practicable in agreeing and entering into the Railway Bridge Agreement and the Footbridge Agreement prior to Commencing the Development.
- Not to remove the existing footbridge across Botley Road until the parties have agreed upon a permanent replacement footbridge to be constructed by Network Rail as part of the Development and for that to be made available to the public prior to the Development being first brought into use by the public (unless otherwise agreed) and to collaborate and co-operate in agreeing and then implementing temporary facilities for pedestrian access between the station and Beckett Street car park while access is disrupted by the construction of the Development should permanent facilities not be available.
- The permanent replacement footbridge to be constructed as part of the Development shall be: (a) constructed at Network Rail's cost as part of the Development, (b) compliant with the standards set out in the Design Manual for Roads and Bridges issued by Highways England, and (c) either incorporated into a rail span to be constructed across Botley Road as part of the Development or a like for like replacement of the existing footbridge.
- To collaborate and co-operate in formulating final designs for the Development to address any reasonable requests relating to highway, traffic or transport issues in particular highway safety and specifically to revise current designs to: (a) improve the convenience and safety of all points where cyclists leave and re-join the carriageway and (b) increase the width of the footway/cycleways on both sides of Botley Road so far as is reasonably practicable within the existing highway boundary in both cases to comply with the standards set out in Local Transport Note (LTN) 1/20 (Cycle Infrastructure Design) published by the Department for Transport in July 2020 and to implement the agreed final designs when carrying out the Development provided always that any requests over and above those set out in paragraphs (a) and (b) above shall fall within

**THE NETWORK RAIL (OXFORD PHASE 2 STATION IMPROVEMENTS (LAND ONLY)) ORDER**  
*Proof of Evidence – Property*

the parameters of the Prior Approval and shall not require Network Rail to obtain any additional planning consents.

4.10.4 In return, the County Council provides assurances in the deed that it will co-operate and support Network Rail in settling the final form of the Section 278 agreement and in settling the Railway Bridge Agreement and Footbridge Agreement at Botley Road.

4.10.5 Furthermore, and subject to reviewing the detailed proposal, the County Council agrees to support Network Rail's applications for Stopping up Orders required to facilitate the development and also supports formalising the closure of the railway level crossing, which is effectively redundant and already physically blocked from use on safety grounds.

**4.11 OBJ/09 - OBJ/16 & OBJ/18 - OBJ/28 – Osney Lane/Mill Street, Cemetery Footbridge**

4.11.1 Network Rail have had a number of objections to the permanent closure of the Footbridge situated on Osney Lane/Mill Street (Plot 039) known as Cemetery Footbridge. Network Rail have engaged with all objectors and made it clear that no powers are being sought to close the Footbridge permanently. The works will involve only a temporary closure of the Footbridge during necessary bridge abutment reconstruction works following the track realignment. All residents will be given advance notice of the temporary closure when the dates are finalised.

**4.12 REP/1 - Thames Water (TW)**

4.12.1 TW have made a number of detailed comments on the Protective Provisions incorporated as part of the draft Order. TW's submission is not an objection to the principle of the Order, but nonetheless Network Rail continues to liaise with TW and considers that an agreed form of Protective Provisions can be added to the draft Order in advance of the Public Inquiry.

**5. COMPLIANCE WITH THE CPO GUIDANCE**

5.1.1 In light of the above, and the contents of the other proofs of evidence submitted by Network Rail, I consider that the requirements of the CPO Guidance are complied with. In particular:

5.1.2 There is a compelling case in the public interest for the acquisition – refer to OSP Sponsor Proof and OSP Planning Proof.

5.1.3 The purposes for which the Order is made justify interfering with the human rights of those with an interest in the land affected – refer to sections 4.4.10 to 4.4.14 of my proof.

5.1.4 Network Rail has a clear idea of how it intends to use the land which it is proposing to acquire, as demonstrated in sections 3.2 and 3.3 of my proof and also the schedule of land and rights required in Appendix 4.



## **THE NETWORK RAIL (OXFORD PHASE 2 STATION IMPROVEMENTS (LAND ONLY)) ORDER**

### *Proof of Evidence – Property*

5.1.5 Network Rail can show that all the necessary resources, including funding for both acquiring the land and implementing the scheme, are likely to be available to achieve that end within a reasonable time-scale – refer to OSP2 Sponsor Proof, OSP2 Engineering Proof and OSP2 Planning Proof.

5.1.6 The scheme is unlikely to be blocked by any physical or legal impediments to implementation, including the need for planning permission – refer to OSP2 Planning Proof.

5.1.7 Genuine and meaningful negotiations have taken place with landowners, as demonstrated in section 4 of my proof and also evidenced by the schedule of engagement with objectors at Appendix 1.

## **6. CONCLUSIONS**

6.1.1 As outlined above I am satisfied that the Order has been made in accordance with and is supported by the relevant Guidance, which includes a requirement to seek agreement with land and property interest owners.

6.1.2 According to Carter Jonas who undertook the land referencing there were 253 legal entities with an affected property interest. Of the 253 legal entities with an affected property interest some 28 objections were originally received (13 considered to be Statutory Objectors with a qualifying interest in property) of these, agreements with 22 objectors have been reached and their objections have been withdrawn, leaving 6 remaining Objectors.

6.1.3 Of the remaining objectors I am satisfied that Network Rail have sought to minimise the impact of the Project upon the objectors, that the compulsory purchase guidance has and continues to be complied with, and that compensation provisions within the Order will ensure that the objectors are properly recompensed for the impact of the OSP2 Project.

## **7. WITNESS DECLARATION**

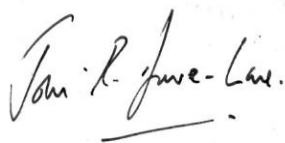
### **7.1 Statement of declaration**

7.1.1 I hereby declare as follows:

7.1.2 This proof of evidence includes all facts which I regard as being relevant to the professional opinion which I have expressed and I have drawn the inquiry's attention to any matter which would affect the validity of that opinion.

7.1.3 I believe the facts which I have stated in this proof of evidence are true and that the opinions are correct.

**THE NETWORK RAIL (OXFORD PHASE 2 STATION IMPROVEMENTS (LAND ONLY)) ORDER**  
*Proof of Evidence – Property*

A handwritten signature in black ink, appearing to read "John R. Jones-Law". The signature is written in a cursive style with a horizontal line underneath the name.

**8 November 2021**

**THE NETWORK RAIL (OXFORD PHASE 2 STATION IMPROVEMENTS (LAND ONLY)) ORDER**

*Proof of Evidence – Property*

**APPENDIX 1 – SCHEDULE OF ENGAGEMENT FOR EACH REMAINING OBJECTOR**

### **Schedule of Engagement - OBJ/5 David Bradbury**

20.06.21 – David Bradbury objected to the OSP2 Project via email to TIPU on the grounds of process of the TWAO and also access to Venneit Close.

25.06.21 – David Paull (Network Rail, OSP2 Project Communications Manager) emailed David Bradbury to explain process and assured access will be granted at all times. \*

13.07.21 – Letter was sent to David Bradbury's address outlining process and assuring access will be granted at all times. \*

01.07.21 – Email from David Paull to David Bradbury to seek if any more information was required and to discuss Objection.

08.07.21 – Email from David Paull to David Bradbury requesting a phone call and/or site meeting.

02.08.21 – Email from Rory McKeever (Network Rail, OSP2 Project Consents Manager) to David Bradbury requesting dialogue to discuss Objection. \*

03.08.21 – Email from David Bradbury to Rory McKeever advising that his concerns of the precise scope of works should be decided before Order was submitted, and his objection still stands.

03.08.21 – Email from David Paull to David Bradbury to offer to meet on site to discuss issues further.

03.08.21 – Email from David Bradbury to David Paull declining the offer to meet as he is not in Oxford.

04.08.21 – Email from David Paull to David Bradbury offering an alternative date that works for David Bradbury and/or an online/virtual meeting.

04.08.21 – Email from Rory McKeever to David Bradbury explaining access, timelines and prior consultation before works commence. \*

06.08.21 – Email from David Bradbury to Rory McKeever stating Network Rail should know which access will be open and requesting Network Rail to withdraw the Order and resubmit once detailed designs have been made.

13.08.21 – Letter hand posted to David Bradbury discussing rationale.

18.08.21 – Email from Lynne Halman (Network Rail, OSP2 Project Manager) with attachment outlining the use for temporary or permanent plots and rationale for the land acquisition. An offer to discuss the slides on site or virtually was made.

08.09.21 – Email from Rory McKeever to David Bradbury requesting a follow up call to discuss Lynne Halman's email and if his concerns have been met.

08.09.21 – Email from David Bradbury to Rory McKeever explaining his objection still stands. \*

(Note: \* Document attached).

**Schedule of Engagement – OBJ/4 – Rail Gourmet UK Limited ('Rail Gourmet') & OBJ/4 – Select Service Partner Limited ('SSP').**

GWR are the franchised leaseholder of Oxford station as well as a Train Operating Company, with an interest in or rights over Plots 7, 7a, 17, 17a, 17b, 17c, 18, 19, 32, 33, 34, 35, 36, 37, 38, 39 and 40.

Network Rail have been liaising with GWR in respect of the Project since the beginning of 2021 to specifically establish both their requirements, and those of their station tenants impacted by the works. Network Rail have regular monthly stakeholder update meetings with GWR to discuss aspects of the scheme including GWR's strategy for relocating its tenants namely, AMT, BTP, COSTA & SSP during the works.

Network Rail have undertaken 13 separate stakeholder and public engagement events from 15 January to 31 March 2021 in relation to the wider Project.

16.04.21 – Letter from Rebecca Collins to Pumpkin Café advising of Oxford Station improvements works affecting their demise on Platform 4. Rebecca Collins advised Network Rail is liaising with GWR as franchise landlord and Network Rail will be submitting a TWAO in due course. Invited Pumpkin Café to raise any queries with Rebecca Collins. \*

04.05.21 - Network Rail's land referencers (Carter Jonas) wrote to those parties who were thought to have an interest in land affected by the proposed Order to establish land ownership information for inclusion within the Book of Reference and to inform the affected parties of the proposals.

12.05.21 – MS Teams Meeting with GWR to discuss Oxford Phase 2 works and requirements of GWR and their tenants and requesting a copy of the leases of all tenants affected. Further regular monthly stakeholder meetings since with GWR.

22.06.21 – Email from TIPU with Objections dated 22 June 2021 from SSP & Rail Gourmet.

24.06.21 – Email from Shelley Sen (Lead Project Interface Manager GWR) to John Dawe-Lane (JDL) confirming Rail Gourmet have no demise on Platform 4 affected by the works.\*

29.06.21 – Email from JDL to Adrian Rose (Tanner Rose) responding to Objections and trying to seek clarification from Adrian Rose as to the demises/parties within the proposed Order actually affected by the works as the Objections were for all demises at Oxford Station. \*

30.06.21 – Email from David Honychurch (Head of Estates SSP) to JDL enclosing demise plans for all of SSP's units at Oxford Station asking Network Rail to confirm which of the units are affected. Reply from JDL on same date.\*

06.07.21 – Email from JDL to Adrian Rose enquiring if he has a clear instruction on his client's intentions/requirements given Pumpkin Café will need to be relocated?

19.07.21 – Email from JDL to Adrian Rose chasing above and suggesting a phone call to discuss.

26.07.21 – Telephone conversation between JDL & Adrian Rose. JDL enquiring if Adrian Rose had received instructions. Adrian Rose said he has not and would chase client.

30.07.21 – Email from JDL to Adrian Rose chasing as above.

30.07.21 - Email response from Adrian Rose to JDL suggesting his client's intention/requirements are to continue trading at their existing premises. Where do Network Rail propose to relocate Pumpkin café during and after the works?

30.07.21 – Telephone conversation between JDL and Adrian Rose in response to the above email. JDL telephoned Adrian Rose and explained he understands there will be limited space to relocate Pumpkin cafe on platform 4 during works period (envisaged Oct 2022 – Nov 2024) but would enquire with OSP2 Project. JDL asked Adrian Rose to expand on their requirements i.e would a mobile platform kiosk suffice? etc

30.07.21 – Email from JDL to Adrian Rose making a Without Prejudice offer of compensation for the Pumpkin Café to provide Vacant Possession.

06.08.21 - Email from JDL to Adrian Rose explaining the OSP2 Project has confirmed providing 'like for like' premises on platform 4 is not possible due to space limitations, phasing of the works, and GWR's station and public facility requirements, which must be prioritised. JDL advised a mobile kiosk might be possible, but the OSP2 Project has suggested even that may not be practical due to the limited space available and likely level of disruption and movements required during the works. JDL advised SSP should contact GWR to see if alternative premises available in the station for relocation.\*

19.08.21 – Telephone conversation between JDL & Adrian Rose. JDL asked if Adrian Rose had an instruction from SSP following the last conversation. Adrian Rose said he had spoken with SSP and they were not minded to withdrawal their objection as leverage for them to mitigate their losses if likely to have to cease trading. Adrian Rose said SSP might be minded to withdrawal their objection if an undertaking were provided from Network Rail to compensate under the statutory code. JDL asked Adrian Rose to provide a figure for consideration to see if agreement could be reached for SSP to surrender their leasehold interest and provide vacant possession.

16.09.21 – Email from JDL to Adrian Rose requesting an update following our conversation on the 19 August 21.

24.09.21 – Telephone conversation between JDL & Adrian Rose. JDL explained Network Rail has sought legal advice from our Solicitors and have been advised the best course of action would be to obtain vacant possession under the Landlord & Tenant Act on the grounds of redevelopment. JDL advised GWR is agreeable to surrender the pumpkin café premises from the franchise lease to enable Network Rail to serve a notice on the grounds vacant possession is required for redevelopment. JDL advised that the basis of compensation would be twice the rateable value as prescribed under the Landlord & Tenant Act, unless Adrian Rose can advise why it should be more. It was agreed Adrian Rose would speak to SSP and revert.

15.10.21 – Email from Caroline Fone (Network Rail Station Portfolio Surveyor) to Scott Thompson at GWR with proposed Heads of Terms for deed of surrender for the Pumpkin Café unit on platform 4.

15.10.21 – Email from Scott Thomspon (GWR) to Caroline Fone (Network Rail) acknowledging receipt of the Heads of Terms for GWR to review.

25.10.21 – Email from Scott Thompson to Caroline Fone with comments on surrender Heads of Terms.

25.10.21 – Telephone conversation. JDL phoned Adrian Rose asking for an update and reiterating the offer of compensation. Adrian Rose saying hadn't got an instruction from his client and would chase.

25.10.21 – Email from JDL to Adrian Rose confirming the offer of compensation in writing.

(Note: \* Document attached).

**Schedule of Engagement – OBJ/22 Property: Kenmare Estates Limited ('Co-op Childcare') The Co-op Children's Nursery, 1 Roger Dudman Way, Oxford, OX1 1HW**

03.07.20 – Email from Network Rail (Vikki Carter – Network Rail Property Surveyor) to Co-op Childcare Property Manager – Jennifer Gould – Providing GRIP 4 ('Approval in Principle') scheme designs. These designs result in modifications to the south eastern corner of the nursery building (i.e removing a section of external wall and rebuilding, as well as 'land take' of the adjoining passageway to facilitate the new road) due to realignment of the road bridge and footway over Sheepwash Channel to accommodate the additional width required for the new Platform 5 railway line. Whilst the designs try to minimise impact to the nursery, the identified permanent land take is unavoidable and has been explained to her client. \*

24.08.21 – Email from Rebecca Collins (Network Rail Property Surveyor) to Jennifer Gould requesting a site meeting.

16.09.21 – Telephone Conversation. Rebecca Collins phoned Jennifer Gould suggesting a MS Teams meeting to discuss the outline of the OSP2 Project and programme.

09.10.20 - Due to COVID restrictions, a MS Teams meeting was held to provide an overview of the planned works and the impact on the nursery building. (In attendance Rebecca Collins (OSP2 Property Surveyor), Lynne Halman (OSP2 Project Manager) & Andy Wilson (OSP2 Project Engineer) from Network Rail & Jennifer Gould). It was explained that it is planned for the nursery to be temporarily relocated during the works due to the likely level of disruption and close proximity of the works to the premises. Network Rail explained Beckett Street car park could be considered as a temporary option, if the nursery can't find alternative premises in close proximity to the station. Network Rail's engineer requested internal site inspection. Network Rail explained the works affect the corner of building, and the nursery would need to be relocated during works. Jennifer Gould explained the nursery could use this opportunity as wanted to make improvements to the nursery in any event.

09.10.20 – Email from Rebecca Collins to Jennifer Gould enclosing a copy of the OSP2 Project slides and requesting a date for an internal site meeting.

09.10.20 – Email from Jennifer Gould to Rebecca Collins enclosing layout plans for nursery.

29.10.20 - An internal site meeting was held at the nursery to complete a preliminary survey and to outline the scope of works in more detail for the necessary alteration to the building. (In attendance Rebecca Collins, Andy Wilson from Network Rail & Zoe Sandalls Co-op Midlands Deputy Manager). In addition, further requests were made by Network Rail to Co-op Childcare to understand their requirements to temporarily relocate the nursery to Beckett Street car park, if they wanted to explore this option.

06.11.20 – Telephone conversation between Rebecca Collins and Jennifer Gould. Rebecca Collins updated Jennifer Gould following site inspection on 29.10.20. Rebecca Collins suggested that there was a need for a specification from Co-op Childcare for the OSP2 project to cost/explore temporary relocation.

16.11.20 – Email from Rebecca Collins to Jennifer Gould again requesting a specification of temporary accommodation requirements from Co-op childcare.



30.11.20 – Telephone conversation. Rebecca Collins phoned Jennifer Gould chasing relocation specification.

02.12.20 – Email from Rebecca Collins to Jennifer Gould chasing relocation specification.

07.12.20 – Emails x 2 from Jennifer Gould to Rebecca Collins with specification details for Grovefield Nursery (issues with emails coming through, agreed Jennifer Gould would upload the documents directly to Network Rail's MS Teams OSP Project page).

11.01.21 – Email from Jennifer Gould advising uploaded three spreadsheets onto Network Rail's MS Teams page with a specification for a newbuild site for 100 child places known as Grovefield Way Nursery. The emails comprised: 1.) Grovefield Way Childcare Specification. 2.) Co-Operative Childcare refurbishment specification - 2018. 3.) Grovefield Specification.

11.01.21 – Email from Zoe Sandalls (Oxford nursery manager) to Rebecca Collins enclosing photos of nursery.

12.01.21 – Email from Gwyn Church at Savills advising Savills been instructed by Co-op Childcare and requesting fee undertaking from Network Rail.

19.01.21 – Telephone conversation. Rebecca Collins and Gwyn Church regarding appointment of Savills and fee undertaking. Rebecca Collins explained outline of OSP2 Project to Gwyn Church.

22.01.21 – Email from Rebecca Collins to Gwyn Church enclosing and provisional 'land take' plans.  
\*

27.01.21 – MS Teams meeting (in attendance Rebecca Collins from Network Rail & Gwyn Church & Kirk Macdiarmid of Savills) to run through presentation of OSP2 Project and explain land requirements. Rebecca Collins mentioned relocation option which had been discussed with Co-op Childcare.

28.01.21 – Email from Rebecca Collins to Gwyn Church sending over presentation of scheme.

09.02.21 – Email from Rebecca Collins to Gwyn Church explaining waiting to hear from Savills regarding instruction from their client on relocation.

17.02.21 – Email from Gwyn Church to Rebecca Collins advising waiting for instructions from Co-op Childcare.

25.02.21 – Email from Rebecca Collins to Gwyn Church saying would welcome a meeting with the manager of nursery to progress the temporary relocation option.

25.02.21 - Email from Gwyn Church to Rebecca Collins suggesting Co-op Childcare wishes to consider all options including a possible permanent land swap, as an alternative option to temporary relocation. \*

05.03.21 – Email from Rebecca Collins to Gwyn Church stating that Network Rail have been liaising with Co-op Childcare for some time regarding temporary relocation, therefore the request for permanent relocation/land swap was a surprise, as up to this point, Network Rail had understood this was not an option Co-op Childcare wanted to explore. \*

10.03.21 – Email from Tamison Painter (Network Rail Community Relations Executive) to Gwyn Church advising of public engagement event at 6pm on 25 March 2021.

11.03.21 – Email from Gwyn Church to Rebecca Collins stating will take instructions from Co-op Childcare and revert.

23.03.21 – Telephone conversation between Rebecca Collins & Gwyn Church. Rebecca Collins said she had been liaising with Co-op Childcare for many months and had been led down the temporary relocation path as their preferred option. Rebecca Collins advised if client is going to change their mind then fine, but Network Rail need to know asap. Rebecca Collins explained Network Rail has little time in the programme and will soon need to go out to tender for an appointed contractor and needs to include high level detail for temporary relocation in the tender process therefore need to know Co-ops intentions asap. Gwyn Church said understood and will seek to get a clear instruction. \*

26.03.21 – Telephone conversation between Rebecca Collins and Gwyn Church. Gwyn Church explained his client sees temporary relocation as a fall-back option, however would like to consider permanent relocation instead either to Beckett Street car park or elsewhere near the station if any other available properties. \*

01.04.21 – Email from Rebecca Collins to Gwyn Church. Rebecca Collins confirmed permanent relocation to Beckett Street car park was not an option as this land is ear marked for a multi-storey car park. Network Rail is willing to consider permanent relocation and agreed to pay Savills reasonable professional charges to explore alternative accommodation (both temporary and permanent). \*

12.04.21 - Email from Rebecca Collins to Gwyn Church explaining the draft TWA Order plan was altered to provide a permanent acquisition of the whole site as a precaution (not to prejudice on going conversations regarding temporary relocation) to accommodate Co-op's request to explore a land swap, amongst other options. \*

15.04.21 – Telephone conversation between Rebecca Collins & Gwyn Church. Gwyn Church explained he had notified Co-op that Network Rail has amended Order Plan to include the whole. Rebecca Collins reiterated the only reason Network Rail has change they TWA Order plan to show permanent relocation is to coincide with their client's recent position that they would prefer a permanent relocation. \*

16.04.21 – Email from Gwyn Church acknowledging reason for altering the Order plan and seeking confirmation that it will not prejudice negotiations for a temporary relocation. \*

16.04.21 – Email from Rebecca Collins to Gwyn Church confirming that is the case but explaining Network Rail needs to know what Co-op Childcare wants to do so the OSP2 project can start planning these requirements and reflecting them in any tender documents to contractors. \*

19.04.21 – Email from Gwyn Church to Rebecca Collins saying he has liaised with Savills Oxford office requesting a fee quote to undertake a property search for permanent relocation.\*

23.04.21 – Email from Rebecca Collins to Gwyn Church suggesting Co-op Childcare should in parallel investigate costs and time needed to modify their existing building to suit their needs and this should be progressed in parallel with the permanent relocation option as Rebecca Collins feared it this may prove unfruitful.\*

23.04.21 – Subsequent telephone conversation between Rebecca Collins and Gwyn Church where Rebecca Collins reiterated the above and Gwyn Church agreed a sensible approach. Gwyn Church confirmed Savills fees for a property search would be £1,500 plus VAT and Rebecca Collins confirmed the OSP2 project would pay those costs.

28.04.21 – Email from Rebecca Collins to Gwyn Church confirming Network Rail would meet the costs for the property search and requesting a copy of the report once complete.

07.05.21 – Email from Gwyn Church to Rebecca Collins providing a property schedule including available leasehold property, and advising Gwyn Church will seek instructions from client.

14.05.21 - Email from Gwyn Church to Rebecca Collins advising the permanent relocation option will be discounted by Co-op Childcare as no permanent relocation sites available with the remaining two options put forward by Savills being: 1.) temporary relocation. 2.) extinguishment of the business. Savills advised Co-op Childcare would want their accountants, Eddisons, to provide advice on business extinguishment. \*

18.05.21 - Email from Rebecca Collins to Gwyn Church saying Network Rail would consider Savills request for extinguishment if the overall cost were similar, or less, than temporary relocation. Rebecca Collins stressed the importance of giving the matter prompt consideration as Network Rail is at a juncture where it needs to incorporate instructions for the detailed design and impossible to do this without knowing what Co-op Childcare requires (temporary or permanent relocation).\*

24.05.21 – Email from Gwyn Church to Rebecca Collins advising Co-op Childcare has obtained a quote from Barry Nickelson at Eddisons to provide an extinguishment valuation - £3,500 plus VAT. This would outline the two options to Midcounties i.e temporary relocation or full extinguishment.

24.05.21 Email from Rebecca Collins to Gwyn Church confirming Network Rail will underwrite the cost of this report.

11.06.21 – Email from Gwyn Church to John Dawe-Lane (JDL) advising still waiting for instructions from Co-op Childcare which option (temporary relocation or disposal) they wish to pursue.

11.06.21 – Email from Gwyn Church forwarding 2013 quote for a permanent relocation of Lilliput Nursery being a permanent portacabin Structure. JDL forwarded to OSP2 Project.

15.06.21 - Email from JDL to Gwyn Church confirming Network Rail will meet the costs of the extinguishment valuation report.

06.07.21 – Email from JDL to Gwyn Church asking if Eddisons had compiled extinguishment valuation.

07.07.21 Email from Gwyn Church to JDL advising Savills have a call with Eddisons early next week and hope to revert soon after.

19.07.21 – Email from JDL to Savills chasing Eddisons report.

22.07.21 - Email from Gwyn Church to JDL apologising for the delay saying Eddisons are finalising the report and should provide to Co-op Childcare next week.

22.07.21 – Savills letter of objection to TWAO sent to Transport Infrastructure Planning Unit. Later forwarded to Network Rail.

29.07.21 – Email from JDL to Kirk Macdiarmid (Savills) responding to all points of objection. \*

05.08.21 – JDL telephoned Gwyn Church chasing for an update from Co-op Childcare as Network Rail still not got a clear direction which option they wish to pursue. Gwyn Church said Co-op are still looking at all options, but it seems their preference is temporary relocation. JDL explained if temporary relocation is the preferred option then need to firm up the specification and explained hadn't seen any real detail on this in correspondence. Gwyn Church agreed to chase Co-Op for a firm instruction on their preferred direction of travel.

10.08.21 – Three emails from Gwyn Church enclosing various generic information from Co-op to assist with working up a specification for temporary relocation as a fall-back provision. Including 1.) Existing layout plan 2.) Specification information uploaded on 11 January 2021. The information related to costings for alternative permanent Co-op Childcare sites, nothing specific to Beckett Street. JDL expressed concern not sure how useful.

18.08.21 – MS Teams meeting with Savills & Co-op Childcare to discuss their preferred options. (Gwyn Church, Kirk Macdiarmid, Anna Woodfield from Savills, Jennifer Gould from Co-op Childcare & Lynne Halman, Charles Famure, & JDL from Network Rail). JDL asked if extinguishment valuation was finalised? Savills advised Co-op's preferred option now was temporary relocation to modular buildings in the Beckett Street Car Park. It was agreed Network Rail will conduct a first pass review of the information Co-op has provided with a view to organising a workshop to review and work up an outline specification for the Co-op temporary relocation requirements. Kirk Macdiarmid mentioned Co-op might consider withdrawal of objection if Network Rail could provide legal agreement recording : 1.) Agreed specification for temporary relocation 2.) Network Rail withdrawing compulsory acquisition of the whole of the Property (as opposed to just the transfer land). 3.) Network Rail provide an assurance the nursery will be returned in a satisfactory condition on hand back. \*

22.09.12 – JDL telephoned Kirk Macdiarmid with an update. JDL gave an update on high level programme dates and advised that the OSP2 Project has done a review of the skeleton specification based on the information provided by Co-op Childcare and provided some approximate costings. JDL explained the cost of relocation to Beckett Street Car Park is likely to be considerably more expensive than relocation to an existing premises if one could be found and Savills should continue to keep a watching brief for available properties. JDL explained Network Rail will contact Nuffield University as had been advised they might have suitable accommodation. Notwithstanding, the option of relocation to Beckett Street Car Park offers advantages in terms of certainty of delivery of the OSP2 Project, and Network Rail will continue to work with Co-Op to explore. It was agreed JDL would email Savills the relocation specification prepared by Network Rail with the costs redacted.

22.09.21 – Email from JDL to Kirk Macdiarmid enclosing outline specification for relocation. \*

01.10.21 – Telephone conversation between JDL and Anna Woodfield at Savills. Anna Woodfield explained Savills have drafted some Heads of Terms which are with Co-op Childcare for review before issuing to Network Rail. Anna Woodfield suggested in outline the terms set out that if agreement can be reached on temporarily relocation of the Nursery to Beckett Street Car Park

then Co-Op Childcare would be prepared to enter into a legal agreement to withdrawal their objection.

12.10.21 – Email from JDL to Anna Woodfield chasing Heads of Terms for review.

13.10.21 – Email from Anna Woodfield to JDL enclosing draft Heads of Terms. \*

14.10.21 – Email from JDL to Anna Woodfield and subsequent telephone conversation running through the draft Heads of Terms.

20.10.21 – Email from JDL to Anna Woodfield enclosing updated indicative drawing illustrating the impact of the road realignment works on the nursery building and providing modified Order plans.\*

25.10.21 – Telephone conversation. JDL phoned Anna Woodfield to check JDL's email of 20 October had been received. Anna Woodfield confirm it had been sent to the Co-op Nursery and will revert to JDL when she has a response.

(Note: \* document attached).

**Schedule of Engagement – OBJ/6 – The Chancellor Masters & Scholars of the University of Oxford & OBJ/7 - Oxford University Fixed Assets Limited (hereinafter referred to as Oxford University).**

21.10.20 – Rebecca Collins had MS Teams meeting with Oxford University’s Surveyor (Christopher Hawkins) regarding Level Crossings at Sandy Lane & Yarnton and mentioned the OSP2 Project explaining the scheme in outline in relation to the main station works affecting the University. Christopher Hawkins explained his colleague – James Parfett – would be the University Surveyor leading on this.

21.12.20 – Email from Rebecca Collins to James Parfett to discuss the OSP2 Project.

08.01.21 – Email from James Parfett to Rebecca Collins suggesting a meeting.

15.01.21 – MS Teams meeting between Rebecca Collins and James Parfett. Rebecca Collins presented the OSP2 Project and ran through the impact on University assets. James Parfett said OUFAL had a caution and suggested he would enquire if he can represent them.

17.01.21 – Email from Rebecca Collins to James Parfett setting out details of land requirements. Rebecca Collins requested copies of agreements for University’s utilities in Sheepwash Bridge. \*

02.02.21 – Email from Rebecca Collins to James Parfett chasing information requested in email of 17.01.21.

23.02.21 – Telephone call between Rebecca Collins & James Parfett. James Parfett advised that he has obtained a plan showing the route of the University’s fibre optic network cable (Oxford Uni Telephone Network) which serves the University and will forward to Network Rail.

24.02.21 – Email from Rebecca Collins to James Parfett with drawings showing proposed stages of the works to replace Sheepwash Bridge and diversion of services. (Outline proposals from Network Rail, given the works methodology and final designs will emerge when the GRIP5-8 contractor is appointed, anticipated to be the end of 2021).

24.02.21 – Email from Rebecca Collins to James Parfett providing high level programme for works.

10.03.21 – Email from Tamison Painter (NR Community Relations Executive) to James Parfett advising of Public Engagement event at 6pm on 25.03.21.

25.03.21 - Telephone conversation between Rebecca Collins & James Parfett. James Parfett confirmed he has weekly meetings with OUFAL and has a meeting with legal to check if he can act. On the call Rebecca Collins ran through property requirements and heads of terms were discussed. James Parfett advised that the stakeholders at Oxford University feel that Network Rail should take ownership of the replacement Sheepwash Bridge. Rebecca Collins advised Network Rail’s structures team would not agree to this as a non-rail asset. Rebecca Collins said Network Rail would pay the University’s reasonable costs for an engineer to review the designs of the replacement Bridge to ensure the University is happy with the design/structure.

08.04.21 – Email from Rebecca Collins to James Parfett. Rebecca Collins confirmed Network Rail would pay for engineer to review Bridge designs. Rebecca Collins outlined the construction of the replacement Bridge.

10.05.21 – Rebecca Collins emailed Heads of Terms to James Parfett. \*

25.05.21 – MS Teams meeting with Rebecca Collins, John Dawe-Lane (JDL) & James Parfett to introduce JDL as Rebecca Collins leaving Network Rail on 7 June 2021.

25.05.21 – James Parfett emailed JDL with copy of plans showing routes of SSE wayleave and OUTN ducts. JDL agreed to pass the details to the OSP2 Project and Engineer.

26.05.21 – Email from Rebecca Collins to James Parfett advising a GRIP 5-8 (design and build) contractor likely to be appointed towards the end of 2021 and suggested, once appointed, would be beneficial to have a meeting between the University and Network Rail/contractor regarding Bridge design and translocating utilities.

06.07.21 – Email from James Parfett to JDL requesting DWG versions of plans attached to Heads of Terms and also a copy of the demarcation agreement plan, which JDL provided by email on 07.07.21.

09.07.21 – Email from Ian Miles at Gateley Hamer advising that he is instructed to act by University.

16.07.21 – JDL met on site with Ian Miles and James Parfett to run through and explain the OSP2 Project and land requirements on the ground to Ian Miles.

22.07.21 – Email from TIPU enclosing objection letters dated 21.07.21 for The Chancellor Masters & Scholars of the University of Oxford and OUFAL.

29.07.21 – Email from JDL to Ian Miles providing NR's response to objections. \*

02.08.21 – Email from Ian Miles to JDL stating the ownership of the Bridge remains a major issue and asking for a meeting with the asset engineer.

04.08.21 – Further email from Ian Miles to JDL asking if site meeting can be arranged with asset engineer.

09.08.21 - Email from JDL to Ian Miles setting out Network Rail's Principal Route Structures Engineers views on ownership of replacement Bridge: effectively will not take on as a non-rail asset; Network Rail has a Right of way to enable use of the Bridge; the replacement new Bridge will be a modern structure providing 'betterment' to the University with less maintenance. JDL offered site meeting at project level with the OSP2 Senior Project engineer. JDL reiterated Network Rail remains willing to reimburse the costs of an engineer employed by the University to review Bridge designs.

16.08.21 – Follow up meeting by MS Teams to discuss replacement Bridge ownership (in attendance David Wilson (Head of Consents), Chris Nash (Project Sponsor), & JDL from Network Rail & Ian Miles and James Parfett).

18.08.21 – Formal open letter (sent by email) to Ian Miles from Chris Nash (OSP2 Project's Senior Sponsor) reiterating commitments from Network Rail: 1.) will work with University on Bridge specifications/designs with University and Network Rail pay costs of engineer appointed by University to review the same. 2.) work with University and share works methodology for diversion of utilities. 3.) Arrange site visit with Project engineer to discuss specific questions in relation to the new bridge and 'land take.' \*

09.09.21 – Site visit between Lawrence Walton (OSP2 Project engineer) and Ian Miles to discuss Sheepwash Bridge on site, explaining the outline scope of the works in more depth, including detailing the proposed 'land take' and methodology for diversion of utilities.

21.09.21 – David Wilson (OSP2 Project's Head of Consent) emailed Ian Miles and James Parfett a draft legal agreement providing assurances to the commitments previously offered by Network Rail on 18.08.21. \*

6.10.21 – Email from David Wilson to Ian Miles suggesting Network Rail is willing to make an amendments to the Order/Order plan and suggesting a call to discuss.

8.10.21 – MS Teams meeting (those in attendance David Wilson & Chris Nash of Network Rail and Ian Miles and James Parfett for the University). David Wilson explained Network Rail is prepared to amend the current draft Order/Order plan so that Plot 6a (land in the ownership of the University) is a permanent acquisition (as opposed to temporary). This being land on which the replacement bridge structure will sit. David Wilson explained this amendment will mean Network Rail would acquire the land on which the proposed replacement bridge sits, therefore Network Rail would own the replacement Bridge structure and would then grant an easement for access to the University.

8/10/21 – Email from David Wilson to Ian Miles and James Parfett explaining proposed Order plan changes following the call and advising Dentons will amend the Deed of Agreement to reflect this change in position.

13.10.21 – Email from Ian Miles to David Wilson chasing updated agreement from Dentons and advising the University has requested an extension to 22 October to submit their statements of case.

15.10.21 – Email from Michele Vas at Dentons to Dawn Reynolds at Gateley Hamer Solicitors with updated compromise agreement dealing with the terms of their objection: 1.) Network Rail to amend the Order plans to allow Network Rail to permanently acquire all land needed to carry out the Sheepwash Bridge replacement, including the University's land. 2.) Assurances provided by Network Rail relating to:

- Continued provision of utility services;
- Keeping University updated on programme;
- The ability for the parties to agree a licence to go onto the University's land required for temporary purposes, albeit if a licence cannot be entered into then NR has the fallback of relying on its CPO powers under the Order;
- Providing appropriate notices on diversions etc as needed during the construction process;
- Grant of rights over Sheepwash Bridge in its newly constructed form;
- Access via the new Cripsey Road junction until dedicated as highway. \*

15.10.21 – JDL telephoned Ian Miles and then emailed the compromise agreement to Ian Miles and James Parfett for review.



18.10.21 – MS Teams Meeting (JDL and David Wilson from Network Rail & Ian Miles and James Parfett for the University). Meeting held to run through the terms in the proposed compromise agreement sent on 15.10.21. The University's solicitor to make amendments for Network Rail's solicitor to review.

(Note: \* Document attached).

**THE NETWORK RAIL (OXFORD PHASE 2 STATION IMPROVEMENTS (LAND ONLY)) ORDER**  
*Proof of Evidence – Property*

**APPENDIX 2 – SCHEDULE OF KEY DOCUMENTS FOR EACH OBJECTOR AND OTHER DOCUMENTS**

<b>Objector</b>	<b>Subject</b>	<b>Date</b>	<b>Correspondence type</b>	<b>Page no.</b>
Preston	Email withdrawing objection	29.7.21	RP email	47
Bradbury	Email addressing objection concerns	25.6.21	DB email	48
Bradbury	Letter seeking a response and setting out assurances	13.7.21	RM letter	49
Bradbury	Letter seeking a response and setting out assurances	2.8.21	RM letter	51
Bradbury	Email seeing a response and attaching above letter	2.8.21	RM email	53
Bradbury	Email regarding precise scope of works and offer to meet (and attachment)	4.8.21	RM email	54
Bradbury	Email stating objection stands despite further information provided	8.9.21	DB email	63
Murray	Email confirming withdrawing objection	23.9.21	JM email	66
Southern Gas Networks	Letter withdrawing objection	24.9.21	SGN letter	67
Marsh	Email confirming withdrawing of objection	30.7.21	PM Email	68
Dickey	Confirming objection withdrawn	29.7.21	Dickey Email	70
Jenkins	Confirming objection withdrawn	31.7.21	DM Email	71
Godfrey	Confirming no objection	27.7.21	Godfrey Email	73
Rail Gourmet	Confirming Rail Gourmet interest (plus GWR photograph).	24.6.21	GWR Email	74
Pumpkin Cafe	Letter to Pumpkin café advising of TWAO	16.4.21	RC letter	77
SSP	Confirming only Pumpkin Café affected (plus demise attachments)	30.6.21	JDL email	78
Pumpkin Cafe	Email regarding relocation	6.8.21	JDL email	88
OU	Email proposing HoTs (plus attachments)	10.5.21	RC email	96
OU	Responding to objections (plus public engagement attachment).	29.7.21	JDL email	104
OU	Open letter from Sponsor giving assurances	18.8.21	CN email	129

**THE NETWORK RAIL (OXFORD PHASE 2 STATION IMPROVEMENTS (LAND ONLY)) ORDER***Proof of Evidence – Property*

OCC	Email confirming withdrawal of objection	8.10.21	DM email	131
Co-op	Email regarding revised building after works (plus attachment)	3.7.20	VC email	132
Co-op	Email regarding red line boundary (plus attachment)	22.1.21	RC email	136
Co-op	Email regarding specification for costs (plus attachment)	22.1.21	RC email	147
Co-op	Email with presentation and RFI letter and plan (plus attachments)	28.1.21	RC email	153
Co-op	Email regarding further details	25.2.21	GC email (Savills)	171
Co-op	Email response following Co-op change to permanent relocation (plus attachments)	5.3.21	RC email	176
Co-op	Call between RC and GC (Savills) regarding update	23.3.21	Phone note	195
Co-op	Call between RC and GC (Savills) regarding update	26.3.21	Phone note	196
Co-op	Email regarding permanent relocation of Co-op	1.4.21	RC email	197
Co-op	Email informing Co-op that Order is now for permanent acquisition	12.4.21	RC email	205
Co-op	Phone note between NR and Savills	15.4.21	Note of call	216
Co-op	Re Co-op options and preferred position	16.4.21	RC email	217
Co-op	Email regarding property search	19.4.21	GC email (Savills)	219
Co-op	Email regarding potential building modifications (plus attachment)	23.4.21	RC email	220
Co-op	Email regarding Co-op property search and fees	14.5.21	GC (Savills) email	224
Co-op	Email regarding business extinguishment	18.5.21	RC email	225
Co-op	Email addressing objection	29.7.21	JDL email	228
Co-op	Meeting note between NR and Savills	18.8.21	MS Teams note	231
Co-op	Email with draft HoTs (plus attachment)	13.10.21	AW (Savills) email	232
Co-op	Email with revised building plans (plus attachments)	20.10.21	JDL email	233

**THE NETWORK RAIL (OXFORD PHASE 2 STATION IMPROVEMENTS (LAND ONLY)) ORDER**  
*Proof of Evidence – Property*

Document	Subject	Page number
Office copy of register of title ON 224972	Land registry document	239
Demarcation Agreement	Network Rail's adjoining land benefits from a right of way, with or without vehicles, over the land in Title ON 224972	242

**From:** Rosemary Preston <[r.a.preston@outlook.com](mailto:r.a.preston@outlook.com)>  
**Sent:** 29 July 2021 19:32  
**To:** TRANSPORTINFRASTRUCTURE <[TRANSPORTINFRASTRUCTURE@dft.gov.uk](mailto:TRANSPORTINFRASTRUCTURE@dft.gov.uk)>  
**Cc:** fergus.o'dowd@networkrail.co.uk; Rory McKeever <[Rory.McKeever@networkrail.co.uk](mailto:Rory.McKeever@networkrail.co.uk)>; Matthew Thompson <[Matthew.Thompson2@networkrail.co.uk](mailto:Matthew.Thompson2@networkrail.co.uk)>; David Paull <[David.Paull@networkrail.co.uk](mailto:David.Paull@networkrail.co.uk)>  
**Subject:** RE: 'Network Rail (Oxford Phase 2) Order' Your Ref OBJ/08

Attention: Fergus O'Dowd and Rory McKeever,

Thank you for your very prompt responses to my comments on the above, sent 21<sup>st</sup> July, along with the useful TWAO guidelines.

I and other Mill Street area residents are reassured that the Osney Lane footbridge to the south of Oxford station will be closed only temporarily for Phase2 work on the western pier to be completed. We understand that no application has been made for the permanent removal within N-R's TWAO (Land Only) application, submitted on 4 July 2021.

As such, the issue leading to my bridge related objection relating to Oxford Phase 2 is resolved.

With reference to my other Phase 2 comments [see § (iii) and (iv) in my letter below], I and New Osney neighbours do

*look forward to commenting on detailed plans for the new station entrance at Cripsey Road and its links to the main building to the east of the tracks, looking to overall harmony of design, high-quality technical provisions and materials used*

and on

*the west side road layout and the implications for safe entry/egress in respect of all users (residents, pedestrians, cyclists, drivers) at the junction of Botley Road with Mill Street, Roger Dudman Way and Cripsey Road.*

We hope that the Phase 2 TWAO application submitted will not preclude this possibility.

Sincerely

RP.

[cllrccook@oxford.gov.uk](mailto:cllrccook@oxford.gov.uk)

**Subject:** Network Rail (Oxford Station Phase 2 Improvements (Land Only) ) Order

Dear sirs

As the leaseholder of 35 Venniet Close OX1 1HY, I am writing formally to object to the above order.

My grounds of objection is that what is proposed is both excessive and premature. It is proposed to take permanent or temporary possession of the entire corridor of Roger Dudman Way - which is the only access to Venniet Close and its neighbouring residential properties - from the Botley Road to the Walton Well Road car park. From the chairman of the County council - who also lives in Venniet Close, I understand that it has not yet been decided whether our access during the works will be via Walton Well Road (the feasibility of which I doubt) or by the creation of the proposed new access from Cripsey Road before the existing access by the current youth hostel is closed. This is clearly a fundamental decision and one that should be made before these land rights are taken. Only once this decision has been made would it be appropriate to seek rights over that portion of the land that is needed.

I am copying this to my local MP, and county and city councillors.

Yours faithfully,

David Bradbury

35 Venniet Close

Oxford OX1 1HY



To:  
David Bradbury  
35 Venneit Close  
Oxford  
OX1 1HY

Network Rail  
Oxford Phase 2  
Temple Point  
Redcliffe Way  
Redcliffe  
Bristol  
BS1 6NL

Telephone: 07395 395759  
Email: [Rory.McKeever@Networkrail.co.uk](mailto:Rory.McKeever@Networkrail.co.uk)

13<sup>th</sup> July 2021  
Ref: OBJ/3

Dear David Bradbury,

Thank you for your Objection letter/email regarding 'The Network Rail (Oxford Station Phase 2 Improvements (Land Only)) Order sent to the Transport Infrastructure Planning Unit dated 20<sup>th</sup> June 2021.

Your objection for is on the grounds of the concerns over access to Venniet Close during the construction of Phase 2 Improvements to Oxford Station.

I am writing to you today as we have had no response to 3 emails sent to the one you provided to Transport Infrastructure Planning Unit. The subject of these emails was to reassure you that access to your property will be maintained throughout our planned work in one form or another. While it's likely that we will need to close Sheepwash bridge overnight while the new bridge spans are installed, an alternative route will be provided, not least of all to ensure emergency services can access all the properties in the area.

Unfortunately, we can't confirm the diversion route until a contractor for the work has been appointed, which is likely to be later in the year. The initial proposals are for either a temporary access route via Walton Well Road or a temporary bridge over Sheepwash Cut. Please note that if Walton Well Road were to be used as a diversion, it would only be a temporary measure and would return to the current pedestrian/cycle only access after the work on the bridge is complete.



With regards to the proposed new route into Roger Dudman Way from Botley Road, this will mean that the current junction will be closed, and a new permanent junction created onto Roger Dudman Way from Cripsey Road. However, the current junction will not be closed until the new Cripsey Road junction is completed, therefore access will be maintained at all times.

I'm sure you will appreciate that the process of acquiring the land/access rights required for a project like this is very lengthy, so it has to start early in the project lifecycle. Key decisions such as the new junction onto Roger Dudman Way have been made but detailed construction activities such as the staging of the works and diversionary routes are yet to be finalised. We will keep you and other residents updated as our plans progress and would be happy to arrange a meeting to talk you through our plans.

Is there any other information you may require? I hope this resolves your objection to the Network Rail (Oxford Station Phase 2 Improvements (Land Only)) Order, if so could you please withdraw your objection in writing to; Transport Infrastructure Planning Unit, Department for Transport, Great Minster House, 33 Horseferry Road, London, SW1P 4DR or you can email at [transportinfrastructure@dft.gov.uk](mailto:transportinfrastructure@dft.gov.uk). Please include "Network Rail (Oxford Phase 2) Order" in the title of any correspondence.

I look forward to your response.

Yours sincerely

A handwritten signature in black ink that reads "Rory McKeever". The script is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Rory McKeever  
Consent Manager  
For and on behalf of Network Rail Limited





To:  
David Bradbury  
35 Venneit Close  
Oxford  
OX1 1HY

Network Rail  
Oxford Phase 2  
Temple Point  
Redcliffe Way  
Redcliffe  
Bristol  
BS1 6NL

Telephone: 07395 395759

Email: [Rory.McKeever@Networkrail.co.uk](mailto:Rory.McKeever@Networkrail.co.uk)

02nd August 2021  
Ref: OBJ/3

Dear David Bradbury,

Thank you for your Objection letter/email regarding 'The Network Rail (Oxford Station Phase 2 Improvements (Land Only)) Order sent to the Transport Infrastructure Planning Unit dated 20<sup>th</sup> June 2021.

Your objection for is on the grounds of the concerns over access to Venniet Close during the construction of Phase 2 Improvements to Oxford Station.

I am writing to you today as we have had no response to 3 emails and or 1 posted letter sent to the address you provided to Transport Infrastructure Planning Unit. The subject of these emails/letter was to reassure you that access to your property will be maintained throughout our planned work in one form or another. While it's likely that we will need to close Sheepwash bridge overnight while the new bridge spans are installed, an alternative route will be provided, not least of all to ensure emergency services can access all the properties in the area.

Unfortunately, we can't confirm the diversion route until a contractor for the work has been appointed, which is likely to be later in the year. The initial proposals are for either a temporary access route via Walton Well Road or a temporary bridge over Sheepwash Cut. Please note that if Walton Well Road were to be used as a diversion, it would only be a temporary measure and would return to the current pedestrian/cycle only access after the work on the bridge is complete.



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I'm sure you will appreciate that the process of acquiring the land/access rights required for a project like this is very lengthy, so it has to start early in the project lifecycle. Key decisions such as the new junction onto Roger Dudman Way have been made but detailed construction activities such as the staging of the works and diversionary routes are yet to be finalised. We will keep you and other residents updated as our plans progress and would be happy to arrange a meeting to talk you through our plans.

Is there any other information you may require? I hope this resolves your objection to the Network Rail (Oxford Station Phase 2 Improvements (Land Only)) Order, if so could you please withdraw your objection in writing to; Transport Infrastructure Planning Unit, Department for Transport, Great Minster House, 33 Horseferry Road, London, SW1P 4DR or you can email at [transportinfrastructure@dft.gov.uk](mailto:transportinfrastructure@dft.gov.uk). Please include "Network Rail (Oxford Phase 2) Order" in the title of any correspondence.

I look forward to your response.

Yours sincerely

A handwritten signature in black ink that reads "Rory McKeever". The script is cursive and fluid.

Rory McKeever  
Consent Manager  
For and on behalf of Network Rail Limited

**From:** Rory McKeever  
**Sent:** 02 August 2021 09:49  
**To:** david\_savile\_bradbury@ntlworld.com  
**Subject:** OXFORD PHASE 2 - TWAO OBJECTION RESPONSE

OFFICIAL

Hello David,

I hope you are well.

I have had no response to my recent email or letter, I wish to ease your concerns of regarding access to your property during the works at Oxford and either myself or a Network Rail colleague will engage with yourself and local residents at the earliest opportunity.

I hope this information helps and resolves your objection. If so we would be grateful if you would please withdraw your objection by writing to; Transport Infrastructure Planning Unit, Department for Transport, Great Minster House, 33 Horseferry Road, London, SW1P 4DR or by email at [transportinfrastructure@dft.gov.uk](mailto:transportinfrastructure@dft.gov.uk). Please include "Network Rail (Oxford Phase 2) Order" in the title of any correspondence.

Kind regards  
Rory McKeever



**Diversity Impact  
Assessment Superuser**



**Rory McKeever, AssocRICs FRGS**  
Consent Manager

07395 395 759

[Rory.McKeever@networkrail.co.uk](mailto:Rory.McKeever@networkrail.co.uk)

**Please be aware my normal working hours are Tuesday to Friday.**



**From:** Rory McKeever  
**Sent:** 04 August 2021 09:01  
**To:** BRADBURY DAVID <david\_savile\_bradbury@ntlworld.com>  
**Subject:** RE: OXFORD PHASE 2 - TWAO OBJECTION RESPONSE  
**Importance:** High

OFFICIAL

Good Morning David,

Apologies I believed your original objection was "It is proposed to take permanent or temporary possession of the entire corridor of Roger Dudman Way - which is the only access to Venniet Close and its neighbouring residential properties - from the Botley Road to the Walton Well Road car park... I understand that it has not yet been decided whether our access during the works will be via Walton Well Road (the feasibility of which I doubt) or by the creation of the proposed new access from Cripsey Road before the existing access by the current youth hostel is closed. This is clearly a fundamental decision and one that should be made before these land rights are taken."

Because of this statement it was my understanding that your primary concern was the access to your property and apologies for my confusion.

From your latest email you state 'the precise scope of the works' which unfortunately until a contractor is appointed we are unable to disclose, and your statement 'which parts of the land will be required' then you can find out all this information on our website;  
<https://www.networkrail.co.uk/running-the-railway/our-routes/western/oxfordshire/oxford-corridor-phase-2/>. I've taken the liberty of downloading the document "NR09 – Land plan" which clearly outlines the parcels of land and use (temporary or permanent).

I hope this information helps ease your concerns, I have colleagues who have previously tried to contact you on site on Friday and they will be more than happy to discuss this in person, or we can arrange an online Zoom/Teams or phone call if preferred?

I look forward to your response. If your concerns have been eased please can you kindly withdraw your objection by writing to; Transport Infrastructure Planning Unit, Department for Transport, Great Minster House, 33 Horseferry Road, London, SW1P 4DR or by email at [transportinfrastructure@dft.gov.uk](mailto:transportinfrastructure@dft.gov.uk). Please include "Network Rail (Oxford Phase 2) Order" in the title of any correspondence.

Kind regards  
Rory McKeever



**Rory McKeever, AssocRICs FRGS**  
Consent Manager

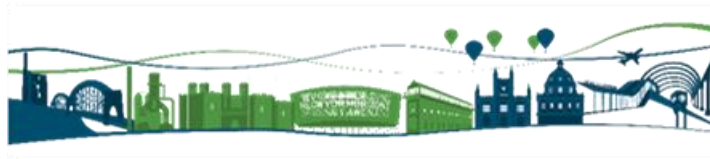
07395 395 759

[Rory.McKeever@networkrail.co.uk](mailto:Rory.McKeever@networkrail.co.uk)

Diversity Impact  
Assessment Superuser



Please be aware my normal working hours are Tuesday to Friday.



**From:** BRADBURY DAVID <[david\\_savile\\_bradbury@ntlworld.com](mailto:david_savile_bradbury@ntlworld.com)>  
**Sent:** 03 August 2021 12:35  
**To:** Rory McKeever <[Rory.McKeever@networkrail.co.uk](mailto:Rory.McKeever@networkrail.co.uk)>  
**Subject:** Re: OXFORD PHASE 2 - TWAO OBJECTION RESPONSE

Thanks for this. However I do not feel that the grounds of my objection have been addressed. It remains my belief that the precise scope of the works and therefore which parts of the land will be required should have been decided, then an order sought for that land only. My objection stands.

David Bradbury

On 02 August 2021 at 09:48 Rory McKeever <[Rory.McKeever@networkrail.co.uk](mailto:Rory.McKeever@networkrail.co.uk)> wrote:

OFFICIAL

Hello David,

I hope you are well.

I have had no response to my recent email or letter , I wish to ease your concerns of regarding access to your property during the works at Oxford and either myself or a Network Rail colleague will engage with yourself and local residents at the earliest opportunity.

I hope this information helps and resolves your objection. If so we would be grateful if you would please withdraw your objection by writing to; Transport Infrastructure Planning Unit, Department for Transport, Great Minster House, 33 Horseferry Road, London, SW1P 4DR or by email at [transportinfrastructure@dft.gov.uk](mailto:transportinfrastructure@dft.gov.uk) . Please include "Network Rail (Oxford Phase 2) Order" in the title of any correspondence.

Kind regards

Rory McKeever



**Rory McKeever, AssocRICs FRGS**  
Consent Manager

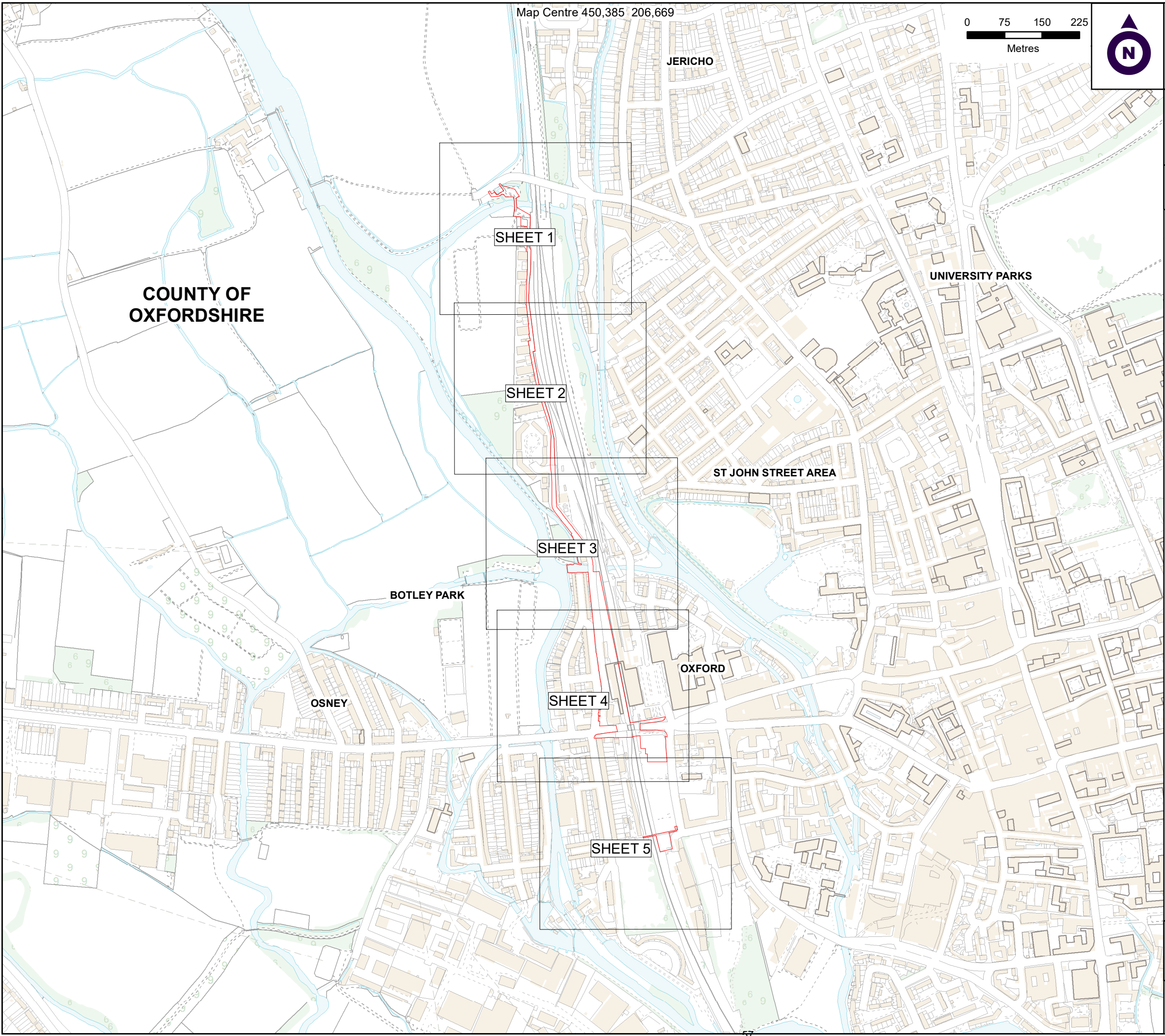
07395 395 759


[Rory.McKeever@networkrail.co.uk](mailto:Rory.McKeever@networkrail.co.uk)

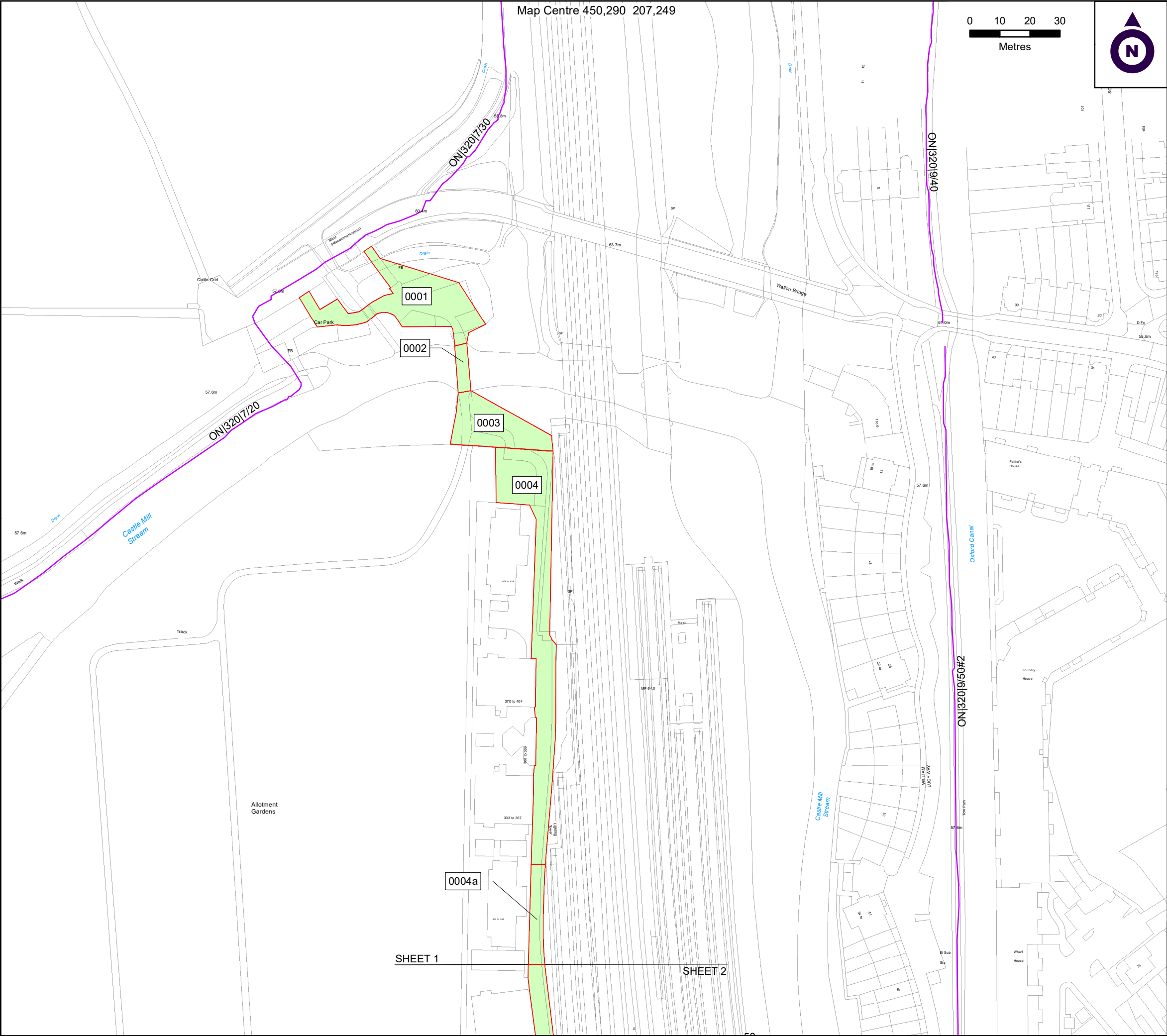
**Please be aware my normal working hours are Tuesday to Friday.**







	
The "Network Rail (Oxford Station Phase 2 Improvements (Land Only)) Order"	
LOCATION PLAN	
<p>Note: The area enclosed by any limit of deviation or by any limit of land to be acquired or used is the area extending to the outer edge of the line marking those limits.</p>	
Scale: 1:7500 @A3	Date: 20 May 2021
Drawn by: JJF	Dwg no: <b>J0038688-21-00</b>



The "Network Rail (Oxford Station Phase 2 Improvements (Land Only)) Order"

SHEET 1 OF 5

**KEY**

LIMITS OF LAND TO BE ACQUIRED OR USED (LLAU)

LIMITS OF LAND TO BE PERMANENTLY ACQUIRED

LIMITS OF LAND TO BE TEMPORARILY ACQUIRED

EXISTING PUBLIC RIGHT OF WAY

CUT LINE

**Note:**  
The area enclosed by any limit of deviation or by any limit of land to be acquired or used is the area extending to the outer edge of the line marking those limits.

Scale: 1:1250 @A3 Date: 20 May 2021

Drawn by: JJF Dwg no: **J0038688-21-01**





The "Network Rail (Oxford Station Phase 2 Improvements (Land Only)) Order"

SHEET 2 OF 5

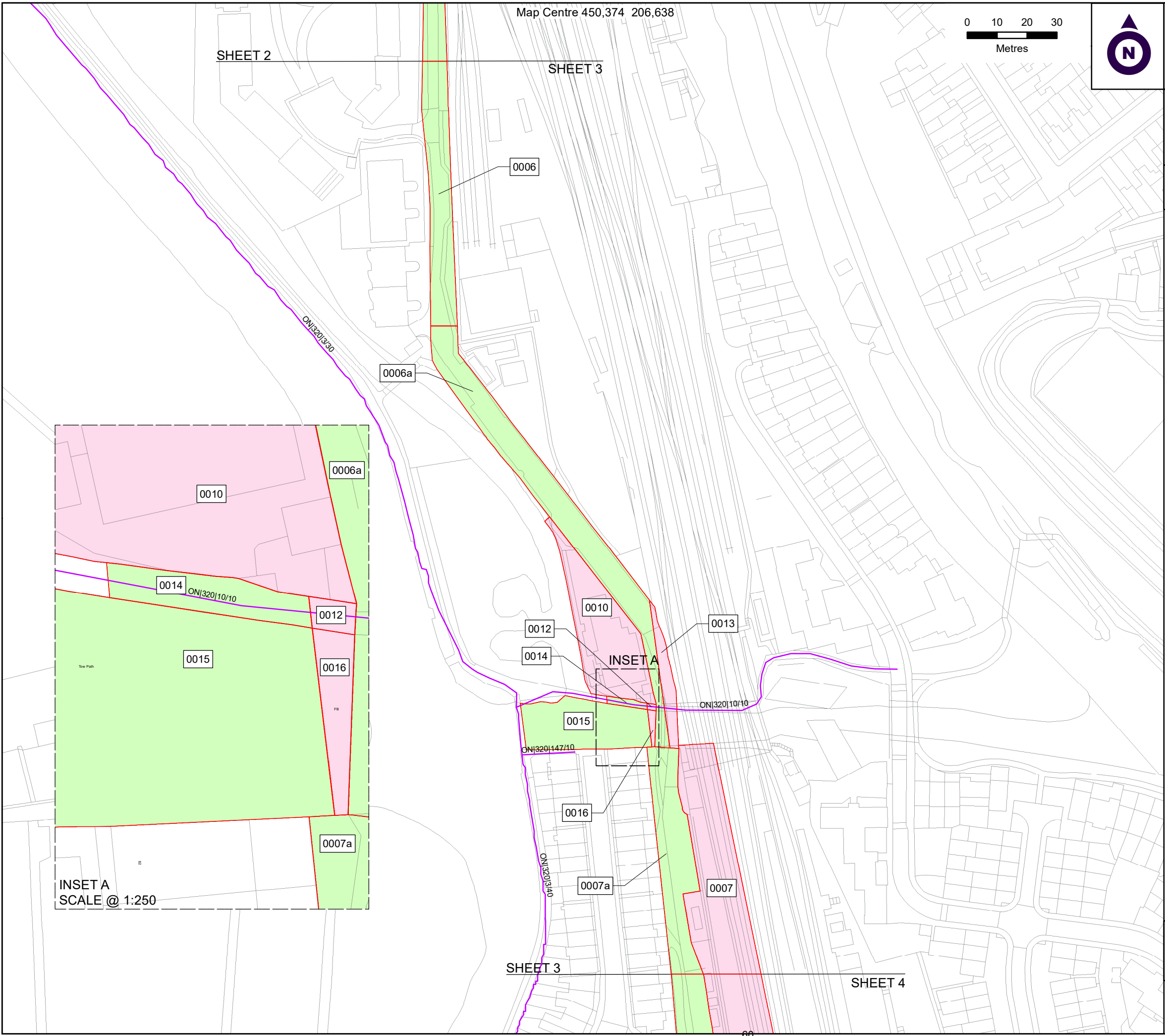
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- LIMITS OF LAND TO BE PERMANENTLY ACQUIRED
- LIMITS OF LAND TO BE TEMPORARILY ACQUIRED
- EXISTING PUBLIC RIGHT OF WAY
- CUT LINE

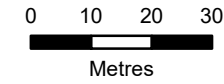
**Note:**  
The area enclosed by any limit of deviation or by any limit of land to be acquired or used is the area extending to the outer edge of the line marking those limits.

Scale: 1:1250    @A3    Date: 20 May 2021

Drawn by: JJF    Dwg no: **J0038688-21-02**





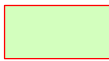


Map Centre 450,374 206,638



The "Network Rail (Oxford Station Phase 2 Improvements (Land Only)) Order"

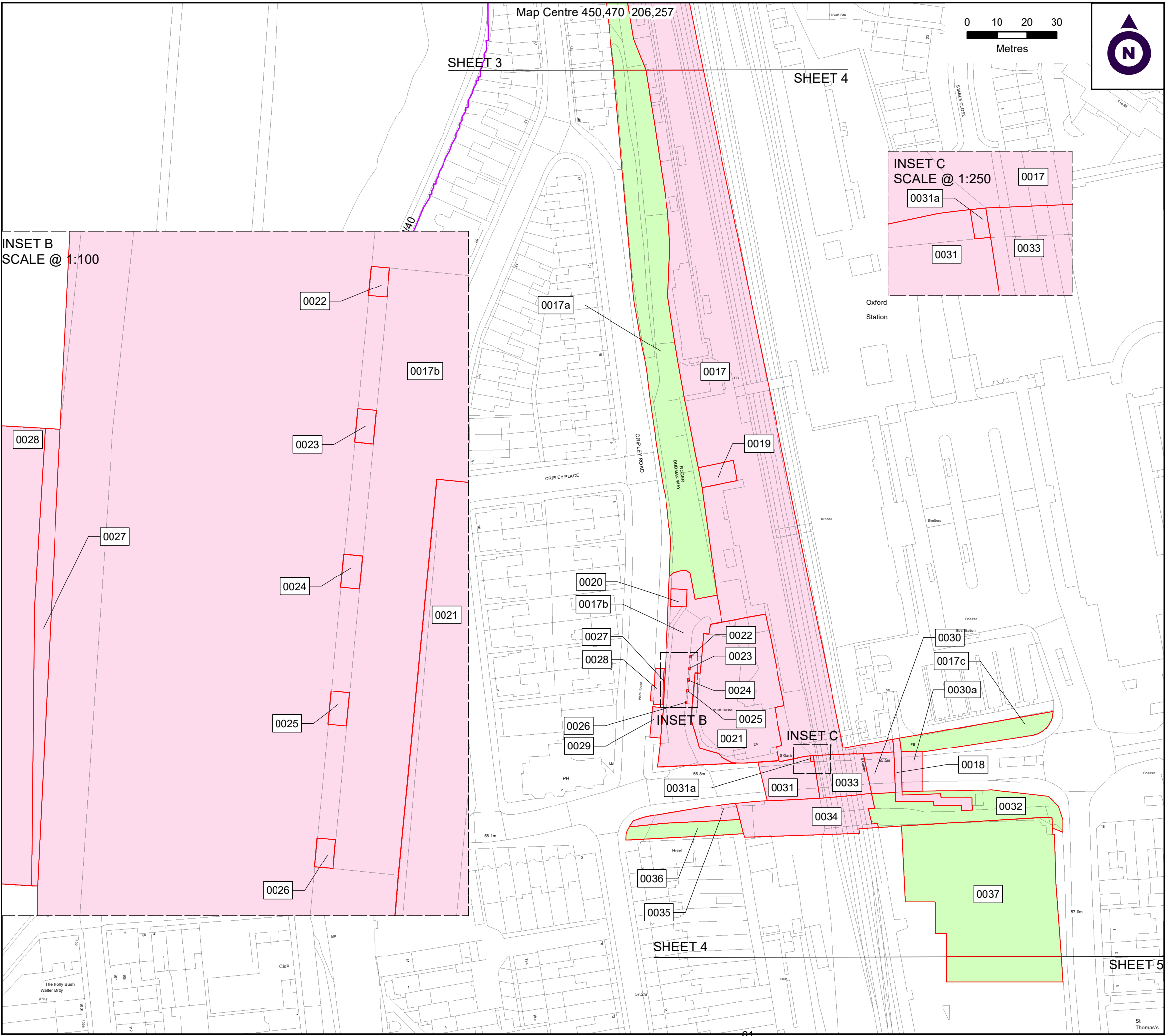
SHEET 3 OF 5


**KEY**

-  LIMITS OF LAND TO BE ACQUIRED OR USED (LLAU)
-  LIMITS OF LAND TO BE PERMANENTLY ACQUIRED
-  LIMITS OF LAND TO BE TEMPORARILY ACQUIRED
-  EXISTING PUBLIC RIGHT OF WAY
-  CUT LINE

**Note:**  
The area enclosed by any limit of deviation or by any limit of land to be acquired or used is the area extending to the outer edge of the line marking those limits.

Scale: 1:1250 @A3 Date: 20 May 2021  
Drawn by: JJF Dwg no: **J0038688-21-03**



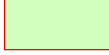






The "Network Rail (Oxford Station Phase 2 Improvements (Land Only)) Order"

SHEET 4 OF 5

**KEY**

-  LIMITS OF LAND TO BE ACQUIRED OR USED (LLAU)
-  LIMITS OF LAND TO BE PERMANENTLY ACQUIRED
-  LIMITS OF LAND TO BE TEMPORARILY ACQUIRED
-  EXISTING PUBLIC RIGHT OF WAY
-  CUT LINE

**Note:**  
The area enclosed by any limit of deviation or by any limit of land to be acquired or used is the area extending to the outer edge of the line marking those limits.

Scale: 1:1250 @A3 Date: 20 May 2021

Drawn by: JJF Dwg no: **J0038688-21-04**





The "Network Rail (Oxford Station Phase 2 Improvements (Land Only)) Order"

SHEET 5 OF 5

KEY

- LIMITS OF LAND TO BE ACQUIRED OR USED (LLAU)
- LIMITS OF LAND TO BE PERMANENTLY ACQUIRED
- LIMITS OF LAND TO BE TEMPORARILY ACQUIRED
- EXISTING PUBLIC RIGHT OF WAY
- CUT LINE

Note:  
The area enclosed by any limit of deviation or by any limit of land to be acquired or used is the area extending to the outer edge of the line marking those limits.

Scale: 1:1250 @A3 Date: 20 May 2021  
Drawn by: JJF Dwg no: J0038688-21-05

**From:** BRADBURY DAVID <david\_savile\_bradbury@ntlworld.com>  
**Sent:** 08 September 2021 13:25  
**To:** Rory McKeever <Rory.McKeever@networkrail.co.uk>  
**Subject:** Re: FW: OXFORD PHASE 2 - TWA0 OBJECTION RESPONSE FOLLOW UP

My objection stands.

David Bradbury

On 08 September 2021 at 09:18 Rory McKeever <[Rory.McKeever@networkrail.co.uk](mailto:Rory.McKeever@networkrail.co.uk)> wrote:

OFFICIAL

Good Morning David

I hope you are well

Have you been able to review the slide deck/PDF attached that was sent from my colleague Lynne Halman on the 18<sup>th</sup> August

I hope the information on the attached helps ease your concerns and adds clarification to the project re Access and Land Take. If so we would be grateful if you would please withdraw your objection by writing to; Transport Infrastructure Planning Unit, Department for Transport, Great Minster House, 33 Horseferry Road, London, SW1P 4DR or by email at [transportinfrastructure@dft.gov.uk](mailto:transportinfrastructure@dft.gov.uk) . Please include "Network Rail (Oxford Phase 2) Order" in the title of any correspondence.

As mentioned previously we would be happy to meet with you either on site or virtually to take you through the proposals in greater detail if that would be helpful

I look forward to your response

Kind regards

Rory McKeever



**Rory McKeever, AssocRICs FRGS**  
Consent Manager

07395 395 759

[Rory.McKeever@networkrail.co.uk](mailto:Rory.McKeever@networkrail.co.uk)



Please be aware my normal working hours are Tuesday to Friday.



**From:** Lynne Halman <[Lynne.Halman@networkrail.co.uk](mailto:Lynne.Halman@networkrail.co.uk)>  
**Sent:** 18 August 2021 17:52  
**To:** [david\\_savile\\_bradbury@ntlworld.com](mailto:david_savile_bradbury@ntlworld.com)  
**Cc:** Rory McKeever <[Rory.McKeever@networkrail.co.uk](mailto:Rory.McKeever@networkrail.co.uk)>; David Paull <[David.Paull@networkrail.co.uk](mailto:David.Paull@networkrail.co.uk)>  
**Subject:** FW: OXFORD PHASE 2 - TWAO OBJECTION RESPONSE  
**Importance:** High

OFFICIAL

Dear Mr Bradbury,

Further to your objection to the Network Rail (Oxford Station Phase 2 Improvements (Land Only)) Order application, please find attached some slides which I hope will provide further clarification on the proposed works and the land acquisition that is required.

We would be happy to meet with you either on site or virtually to take you through the proposals in greater detail if that would be helpful.

Kind regards,

Lynne Halman

**Lynne Halman**  
Project Manager

[lynne.halman@networkrail.co.uk](mailto:lynne.halman@networkrail.co.uk)



**From:** BRADBURY DAVID <[david\\_savile\\_bradbury@ntlworld.com](mailto:david_savile_bradbury@ntlworld.com)>  
**Sent:** 06 August 2021 14:41  
**To:** Rory McKeever <[Rory.McKeever@networkrail.co.uk](mailto:Rory.McKeever@networkrail.co.uk)>  
**Subject:** RE: OXFORD PHASE 2 - TWAO OBJECTION RESPONSE

My objection is that the order as proposed is wrong in principle to take control of land that won't be needed before you have decided the exact nature of the work. I reiterate that in my view you should withdraw the proposed order, decide how access to our area is to be maintained and then introduce a new order that includes only the land needed for the works and that excludes the land for the access that is to be maintained, whether it be from Botley Road or Walton Well Road.

David Bradbury

**From:** John Murray <[johnjimmurray@gmail.com](mailto:johnjimmurray@gmail.com)>  
**Sent:** 23 September 2021 11:55  
**To:** Rory McKeever <[Rory.McKeever@networkrail.co.uk](mailto:Rory.McKeever@networkrail.co.uk)>  
**Subject:** The Network Rail (Oxford Station Phase 2 Improvements (Land Only))

Further to communications with me regarding 'The Network Rail (Oxford Station Phase 2 Improvements (Land Only) Order. I am withdrawing my objection to the closure of the footbridge based on the fact that you have categorically assured me that you are not planning a permanent closure of the footbridge at Mill Street.

Best wishes

John Murray  
26 West Street  
Oxford  
OX2 0BQ



transportinfrastructure@dft.gov.uk  
FAO Fergus O'Dowd

**CMS Cameron McKenna Nabarro  
Olswang LLP**  
Cannon Place  
78 Cannon Street  
London EC4N 6AF  
  
DX 135316 London Cannon Place  
  
T +44 20 7367 3000  
F +44 20 7367 2000  
  
cms.law

**Our ref** ROGN/SCO030.00100

24 September 2021

**Network Rail (Oxford Station Phase 2 Improvements) Order (the "Order")**

**TWA/21/APP/03/OBJ/1**

**SGN - Withdrawal of Objection**

We are writing on behalf of our client, SGN. SGN has previously submitted an objection (dated 8 June 2021) to the Order.

The Promoter and SGN have agreed the protective provisions for SGN's benefit. On the basis that these protective provisions are included on the face of the Order (save for any grammatical, formatting or cross-referencing changes which may be required), SGN hereby withdraws its objection to the Order.

Yours sincerely



**Robert Garden**

**CMS Cameron McKenna Nabarro Olswang LLP**

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**From:** Peter Marsh <peter@pacemobile.com>  
**Sent:** 30 July 2021 09:37  
**To:** Rory McKeever <Rory.McKeever@networkrail.co.uk>  
**Subject:** RE: Oxford Phase 2 TWAO - Objection Response

Dear Mr McKeever – Many thanks for answering my objection. It appears I got the ‘wrong end of the stick’ and will withdraw the objection. (BTW it seems Oxford City Council have the incorrect idea too as this was what prompted my email.) Many thanks. Peter Marsh.

Sent from [Mail](#) for Windows 10

**From:** [Rory McKeever](#)  
**Sent:** 27 July 2021 11:55  
**To:** [Peter Marsh](#)  
**Subject:** Oxford Phase 2 TWAO - Objection Response

Hello,

Thank you for your objection sent to the Transport Infrastructure Planning Unit regarding ‘The Network Rail (Oxford Station Phase 2 Improvements (Land Only)) Order.

Please find attached Network Rail’s response and I hope it will satisfy your concerns. If so we would be grateful if you would please withdraw your objection by writing to; Transport Infrastructure Planning Unit, Department for Transport, Great Minster House, 33 Horseferry Road, London, SW1P 4DR or by email at [transportinfrastructure@dft.gov.uk](mailto:transportinfrastructure@dft.gov.uk) . Please include “Network Rail (Oxford Phase 2) Order” in the title of any correspondence.

If I can help you with anything else please don’t hesitate to contact myself.

Kind regards  
Rory McKeever



**Rory McKeever, AssocRICs FRGS**  
Consent Manager

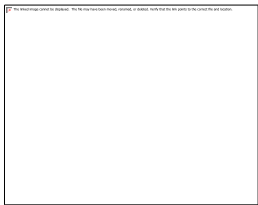
07395 395 759

[Rory.McKeever@networkrail.co.uk](mailto:Rory.McKeever@networkrail.co.uk)

**Please be aware my normal working hours are Tuesday to Friday.**



**Diversity Impact  
Assessment Superuser**



**From:** Eleanor Dickey <[e.dickey@reading.ac.uk](mailto:e.dickey@reading.ac.uk)>  
**Sent:** 29 July 2021 11:01  
**To:** Rory McKeever <[Rory.McKeever@networkrail.co.uk](mailto:Rory.McKeever@networkrail.co.uk)>  
**Subject:** Re: Oxford Phase 2 TWAO - Objection Response

Dear Rory,

Done; sorry if I got it wrong!

Best wishes,

Eleanor

---

**From:** Rory McKeever <[Rory.McKeever@networkrail.co.uk](mailto:Rory.McKeever@networkrail.co.uk)>  
**Sent:** Tuesday, July 27, 2021 9:20 AM  
**To:** Eleanor Dickey <[e.dickey@reading.ac.uk](mailto:e.dickey@reading.ac.uk)>  
**Subject:** Oxford Phase 2 TWAO - Objection Response

Hello,

Thank you for your objection to the sent to the Transport Infrastructure Planning Unit regarding 'The Network Rail (Oxford Station Phase 2 Improvements (Land Only)) Order.

Please find attached Network Rails response and I hope it will satisfy your concerns. If so we would be grateful if you would please withdraw your objection by writing to; Transport Infrastructure Planning Unit, Department for Transport, Great Minster House, 33 Horseferry Road, London, SW1P 4DR or by email at [transportinfrastructure@dft.gov.uk](mailto:transportinfrastructure@dft.gov.uk) . Please include "Network Rail (Oxford Phase 2) Order" in the title of any correspondence.

If I can help you with anything else please don't hesitate to contact myself.

Kind regards  
Rory McKeever



**Rory McKeever, AssocRICs FRGS**  
Consent Manager

07395 395 759

[Rory.McKeever@networkrail.co.uk](mailto:Rory.McKeever@networkrail.co.uk)

**Please be aware my normal working hours are Tuesday to Friday.**



**From:** d.m.jenkins <d.m.jenkins@btinternet.com>  
**Sent:** 31 July 2021 12:37  
**To:** Rory McKeever <Rory.McKeever@networkrail.co.uk>  
**Subject:** RE: Oxford Phase 2 TWAO - Objection Response

Dear Rory,  
Thank you for your reminder and for the information you sent previously. I have withdrawn my objection.  
Regards  
David

----- Original Message -----

On Friday, 30 Jul, 2021 At 12:00, Rory McKeever <[Rory.McKeever@networkrail.co.uk](mailto:Rory.McKeever@networkrail.co.uk)> wrote:

OFFICIAL

Good afternoon David,

I hope you are well.

I have had no response to my recent email, I wish to ease your concerns of Osney Footbridge and ensure that as soon as details emerge regarding the temporary closure either myself or a Network Rail colleague will engage with yourself and local residents at the earliest opportunity.

I hope this information helps and resolves your objection. If so we would be grateful if you would please withdraw your objection by writing to; Transport Infrastructure Planning Unit, Department for Transport, Great Minster House, 33 Horseferry Road, London, SW1P 4DR or by email at [transportinfrastructure@dft.gov.uk](mailto:transportinfrastructure@dft.gov.uk). Please include "Network Rail (Oxford Phase 2) Order" in the title of any correspondence.

Kind regards

Rory McKeever

**Rory McKeever, AssocRICs FRGS**  
Consent Manager

07395 395 759  
[Rory.McKeever@networkrail.co.uk](mailto:Rory.McKeever@networkrail.co.uk)

**Diversity Impact  
Assessment  
Superuser**

**Please be aware my normal working hours are  
Tuesday to Friday.**

**From:** dgodfrey929 <dgodfrey929@btinternet.com>  
**Sent:** 27 July 2021 12:35  
**To:** TRANSPORTINFRASTRUCTURE <TRANSPORTINFRASTRUCTURE@dft.gov.uk>;  
Rort.McKeever@Networkrail.co.uk  
**Subject:** Network Rail (Oxford Phase 2) Order

23 Hawkswell Gardens

Oxford OX2 7EX

27 July 2021

Dear Mr McKeever

Thank you for your letters of July 25. These cover our concerns about the footpath, and neither Ramblers nor Oxford Fieldpaths Society will be objecting.

regards

David Godfrey

The Ramblers, Footpath Secretary Oxfordshire Area

Secretary, Oxford Fieldpaths Society

**From:** Shelley Sen <Shelley.Sen@gwr.com>  
**Sent:** 24 June 2021 13:00  
**To:** Lynne Halman <Lynne.Halman@networkrail.co.uk>; EXTL: Jones Gareth (Great Western Railway) <Gareth.A.Jones@gwr.com>  
**Cc:** John Dawe-Lane <John.Dawe-Lane@networkrail.co.uk>  
**Subject:** RE: Urgent: Rail Gourmet Location

Hi Lynne,

I've just had it confirmed by the DSM at Oxford that Rail Gourmet have no storage or messrooms facilities etc. on platform 4 side of the station and that they are fully housed in the new traincrew building.

I don't really understand why they would object to this to be honest

Kind regards,  
Shelley

**Shelley Sen | Lead Project Interface Manager | Great Western Railway**  
Heritage Building | Reading Station | Station Approach | Reading | RG1 1LZ  
E: [Shelley.Sen@GWR.com](mailto:Shelley.Sen@GWR.com) | M: 07860 936 820



**From:** Lynne Halman  
**Sent:** 24 June 2021 12:45  
**To:** Gareth Jones ; Shelley Sen  
**Cc:** John Dawe-Lane  
**Subject:** Urgent: Rail Gourmet Location  
**Importance:** High

**CAUTION:** This email is from an external source. '[lynne.halman@networkrail.co.uk](mailto:lynne.halman@networkrail.co.uk)'

---

OFFICIAL

Hi both,

Can you confirm where Rail Gourmet are located please? We understood they were in the TOC building area and not on Platform 4. Do they have any storage on Platform 4 please?

They have put in an objection to our TWAO and we don't really understand why as there was no reference to them anywhere on the western side of the station.

Thanks,



Lynne



**Lynne Halman**  
Project Manager  
07515 626 841  
[lynne.halman@networkrail.co.uk](mailto:lynne.halman@networkrail.co.uk)







Select Service Partner Limited  
32 Jamestown Road  
London  
NW1 7HW

1st Floor  
Temple Point  
Redcliffe Way  
Bristol  
BS1 6NL

T 07515 620 306

Date: 16<sup>th</sup> April 2021

**Email:**  
Rebecca.collins@networkrail.co.uk

**Re: Plans for Oxford Station**  
**Important: This Communication affects your property**

Dear Sir, Madam,

We write to inform you about our plans to improve Oxford Station. You may be affected by these plans as they will involve works to the station area.

Our plans, known as 'Oxford Corridor Phase 2', will include the following:

- Creation of a new platform with improved passenger facilities
- Development of a new station entrance on the western side of the railway
- Replacement of Botley Road Bridge and improvement of cycle/footways
- Re-routing Roger Dudman Way, removing the junction where it joins Botley Road and instead creating a new access on Cripsey Road.

We are liaising with your landlord, First Greater Western Ltd, to discuss our plans and how your property interest may be impacted. Either First Greater Western Ltd, or Network Rail (or possibly both) will be in contact with you again in due course to discuss further.

In the meantime, we will be submitting a Transport and Works Act Order to acquire the necessary land and rights (required on a permanent and temporary basis) to support this project. We will therefore need to serve notice on you to inform you that we have submitted the Transport and Works Act Order to the Secretary of State.

In the meantime, if you have any questions or issues that you want to raise with us, we can be contacted via the e-mail detailed above.

Yours sincerely,

Rebecca Collins MSc MRICS FAAV  
Senior Surveyor

cc. Matthew Crittle, First Greater Western Ltd

**From:** John Dawe-Lane <John.Dawe-Lane@networkrail.co.uk>  
**Sent:** 30 June 2021 15:44  
**To:** 'david.honychurch@ssp.uk.com' <david.honychurch@ssp.uk.com>  
**Cc:** 'adrian@tannerrose.co.uk' <adrian@tannerrose.co.uk>  
**Subject:** FW: FW: Network Rail (Oxford Station Phase 2 Improvements (Land Only) Order 2021) - Select Service Partners Ltd and Rail Gourmet UK Ltd [DEN-UK\_ACTIVE.FID9828624]

OFFICIAL

David,

Thank you for your time on the call earlier and for sending through the demise plans.

It is clear from the demise plans that M&S, Upper Crust and Oxford DDF are all situated on the eastern side of the station, outside of the Order limits.

I have had it confirmed by GWR that ... *'at Oxford that Rail Gourmet have no storage or messrooms facilities etc. on platform 4 side of the station and that they are fully housed in the new traincrew building.'*

Therefore, as originally thought, unless there are any unofficial arrangements in place, it is only the Pumpkin Café demise which is affected and is identified on the Order plan as plot 19.

Kind regards  
John

**John Dawe-Lane BSc(Hons) MRICS FAAV**  
Senior Surveyor, Western Route – Property Services

**T:** 07710 960 697

**From:** David Honychurch  
**Sent:** 30 June 2021 14:47  
**To:** John Dawe-Lane  
**Cc:** [adrian@tannerrose.co.uk](mailto:adrian@tannerrose.co.uk)  
**Subject:** FW: FW: Network Rail (Oxford Station Phase 2 Improvements (Land Only) Order 2021) - Select Service Partners Ltd and Rail Gourmet UK Ltd [DEN-UK\_ACTIVE.FID9828624]

John,

I write further to our telephone conversation of this morning. I attach demise plans for all SSP's units at Oxford Station where we have objected to the above Order.

Please can you confirm which of our units fall within the land to be compulsorily purchased.

Rgds

**David Honychurch**  
BSc (Hons) MRICS

## Head of Estates

### **SSP The Food Travel Experts**

Jamestown Wharf, 32 Jamestown Road, London, NW1 7HW

Mobile: 07736 089166 Direct: 0207 543 3316

Switch: 0207 543 3300 Fax: 0207 543 3391

e-mail: [david.honychurch@ssp.uk.com](mailto:david.honychurch@ssp.uk.com)

[www.foodtravelexperts.com](http://www.foodtravelexperts.com)

----- Forwarded message -----

From: **John Dawe-Lane** <[John.Dawe-Lane@networkrail.co.uk](mailto:John.Dawe-Lane@networkrail.co.uk)>

Date: Tue, 29 Jun 2021 at 13:41

Subject: FW: Network Rail (Oxford Station Phase 2 Improvements (Land Only) Order 2021) - Select Service Partners Ltd and Rail Gourmet UK Ltd [DEN-UK\_ACTIVE.FID9828624]

To: [adrian@tannerrose.co.uk](mailto:adrian@tannerrose.co.uk) <[adrian@tannerrose.co.uk](mailto:adrian@tannerrose.co.uk)>

OFFICIAL

Dear Mr Rose,

Thank you for speaking with me yesterday afternoon.

As promised, I am writing with my contact details as Property Surveyor for the Project.

In the first instance, I have attached an extract from the Order plans to assist you to determine the extent of your clients' interest affected by the scheme.

By way of background, the purpose of the Order is to facilitate improved capacity and capability on the "Oxford Corridor" (Didcot North Junction to Aynho Junction) to meet the Strategic Business Plan objections for capacity enhancement and journey time improvements. As well as enhancements to rail infrastructure, improvements to highways are being undertaken as part of the works. The Project forms part of a package of rail enhancement schemes which deliver significant economic and strategic benefits to the wider Oxford area and the country. The enhanced infrastructure in the Oxford area will provide benefits for both freight and passenger services, as well as enable further schemes in this strategically important rail corridor including the introduction of East West Rail services in 2024. More detailed general information of the scheme, and consultation to date, can be found at [www.networkrail.co.uk/oxfordphase2](http://www.networkrail.co.uk/oxfordphase2)

GWR are the franchised leaseholder of Oxford station as well as a Train Operating Company, with an interest in or rights over Plots 7, 7a, 17, 17a, 17b, 17c, 18, 19, 32, 33, 34, 35, 36, 37, 38, 39 and 40. Network Rail has been liaising with GWR in respect of the Project for some time and, more recently from January 2021, liaising with GWR to discuss which of their tenants may be impacted by the works. A meeting was held with GWR on 12 May 2021 during which Network Rail further endeavoured to ascertain details and copies of agreements from GWR in respect of these parties but, to date, only outline details have been provided.

With regards to SSP Ltd, the information we have from GWR and the land referencing searches is that SSP Ltd is understood to be in occupation (holding over on a lease with GWR) of part of Oxford Station - Platform 4, which will be impacted directly by the Project works. In addition to the wider consultation and community engagement, Network Rail wrote to SSP Ltd on 16 April 2021 advising of the Order and providing contact details for any queries. In addition, Carter Jonas on behalf of Network Rail issued Requests for Information to SSP Ltd who responded on the 11 May 2021. Our understanding from all enquiries is that only Pumpkin Café has a registered lease within the Order plan? However I would be grateful if you would confirm.

Network Rail has been liaising, and is continuing to liaise, with GWR to establish both their requirements and their tenants requirements going forward. In terms of interim temporary accommodation, the Project is at 'an information gathering stage,' the results of which will be fed into detailed designs when a contractor is appointed towards the end of the year. As such, now is an opportune time to understand your clients requirements?

As a starting point it would be helpful to know precisely what interests of your clients are affected, as well as an outline of their requirements going forward?

Kind regards

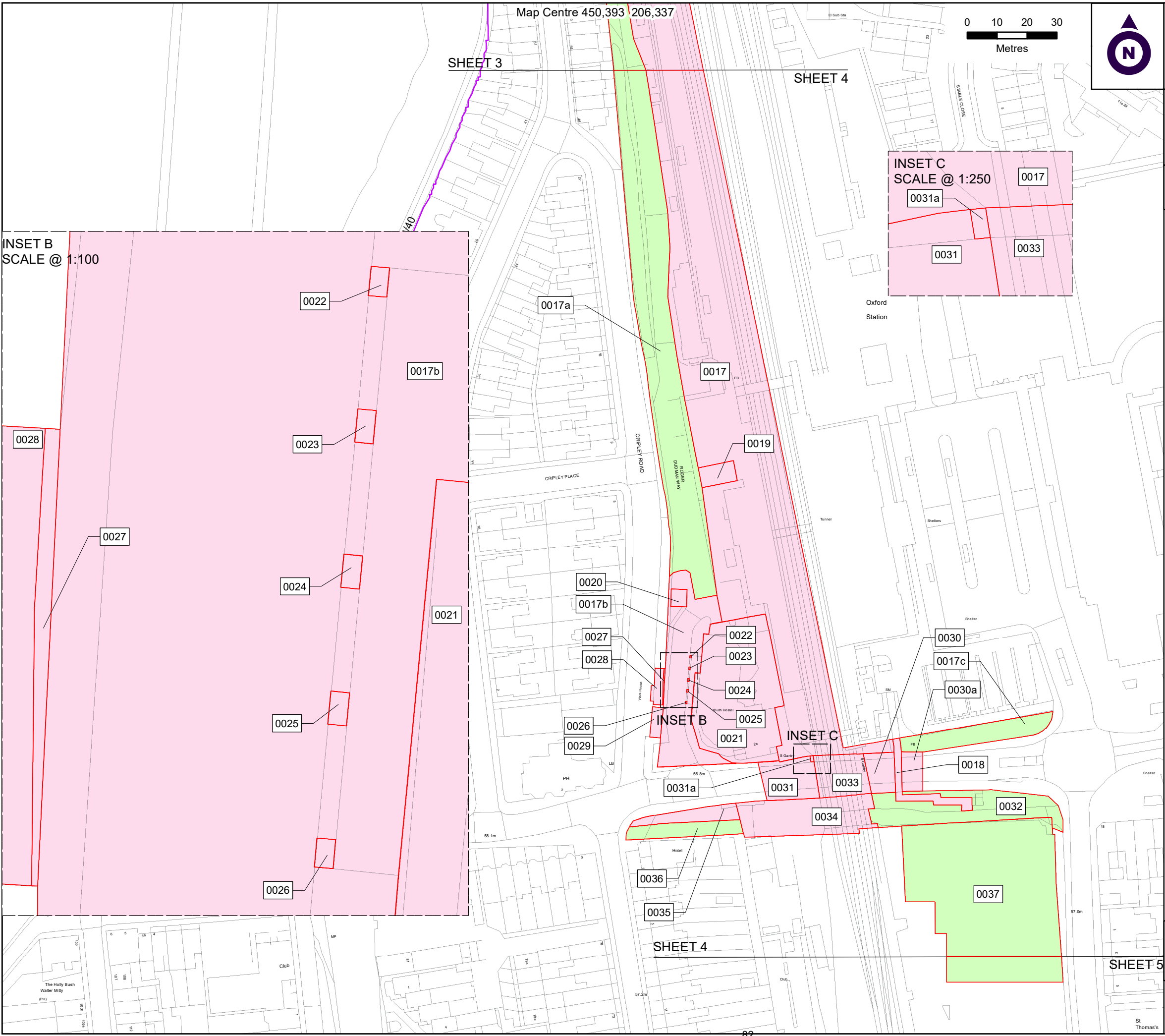
John




**John Dawe-Lane BSc(Hons) MRICS FAAV**  
Senior Surveyor, Western Route - Property Services  
07710 960697  
[John.Dawe-Lane@networkrail.co.uk](mailto:John.Dawe-Lane@networkrail.co.uk)







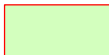






### THE NETWORK RAIL (OXFORD STATION PHASE 2 IMPROVEMENTS (LAND ONLY)) ORDER 2021

SHEET 4 OF 5

#### KEY

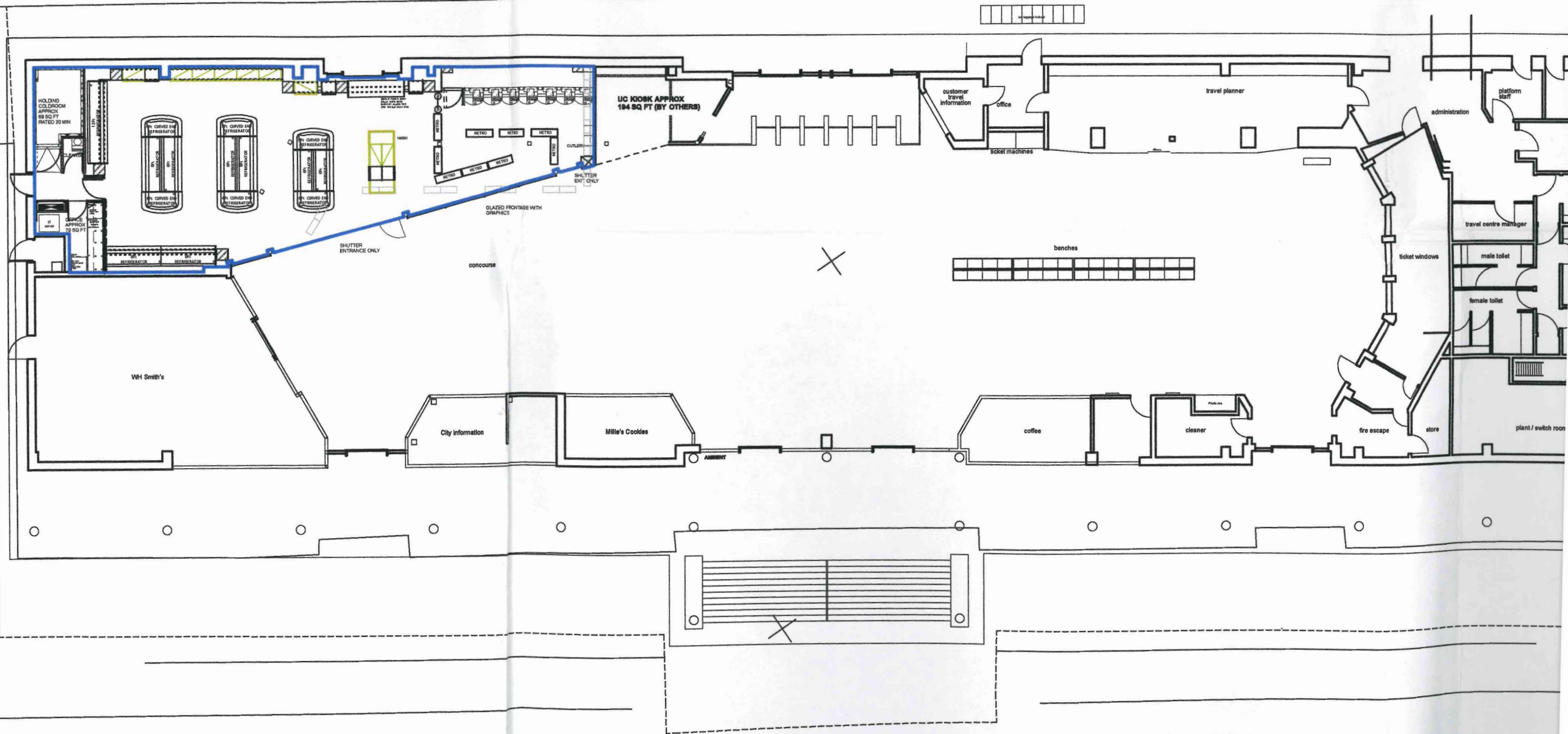
-  LIMITS OF LAND TO BE ACQUIRED OR USED (LLAU)
-  LIMITS OF LAND TO BE PERMANENTLY ACQUIRED
-  LIMITS OF LAND TO BE TEMPORARILY ACQUIRED
-  EXISTING PUBLIC RIGHT OF WAY
-  CUT LINE

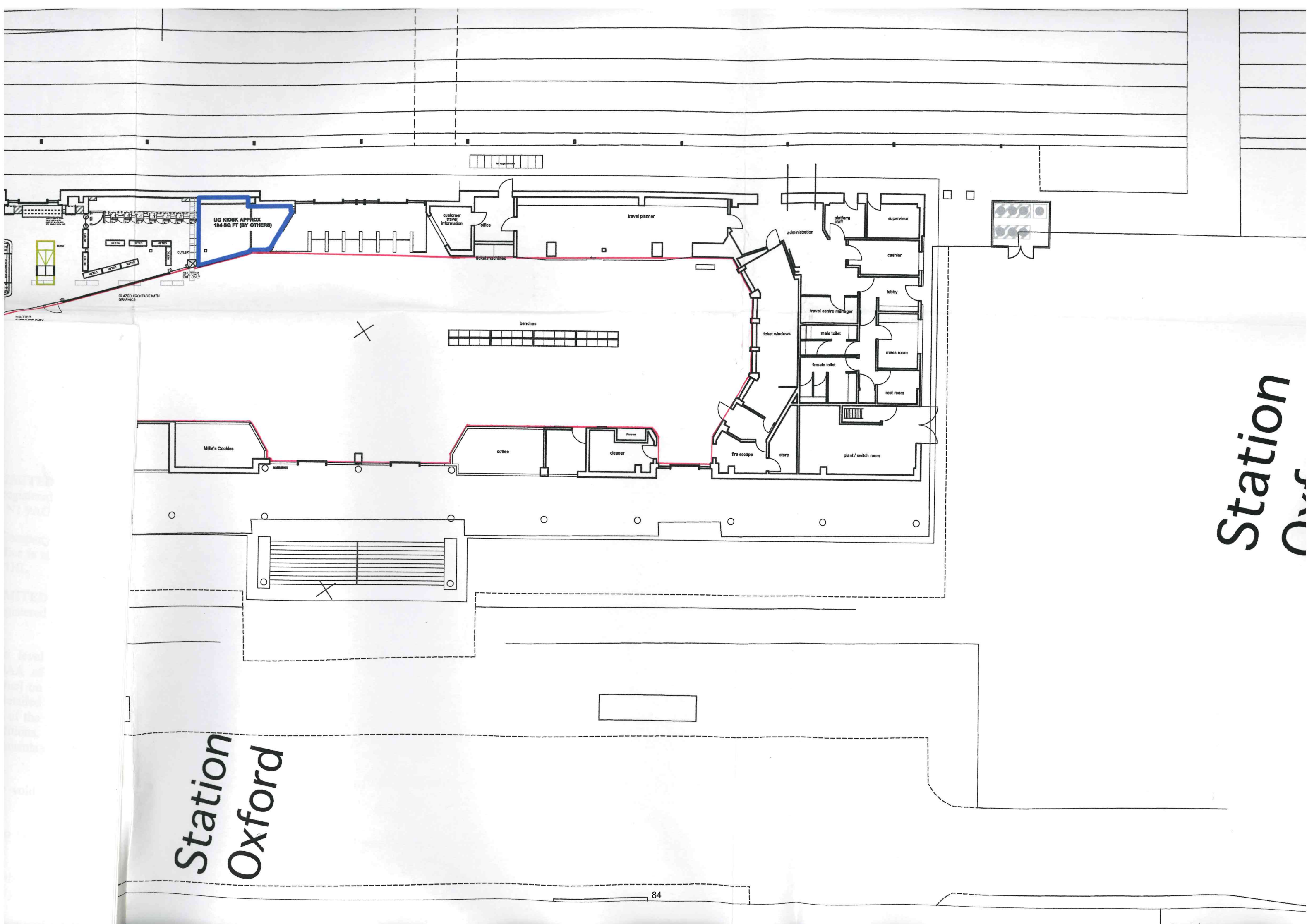
**Note:**  
The area enclosed by any limit of deviation or by any limit of land to be acquired or used is the area extending to the outer edge of the line marking those limits.

Scale: 1:1250 @A3 Date: 07 June 2021  
Drawn by: JJF Dwg no: **J0038688-21-04a**



A



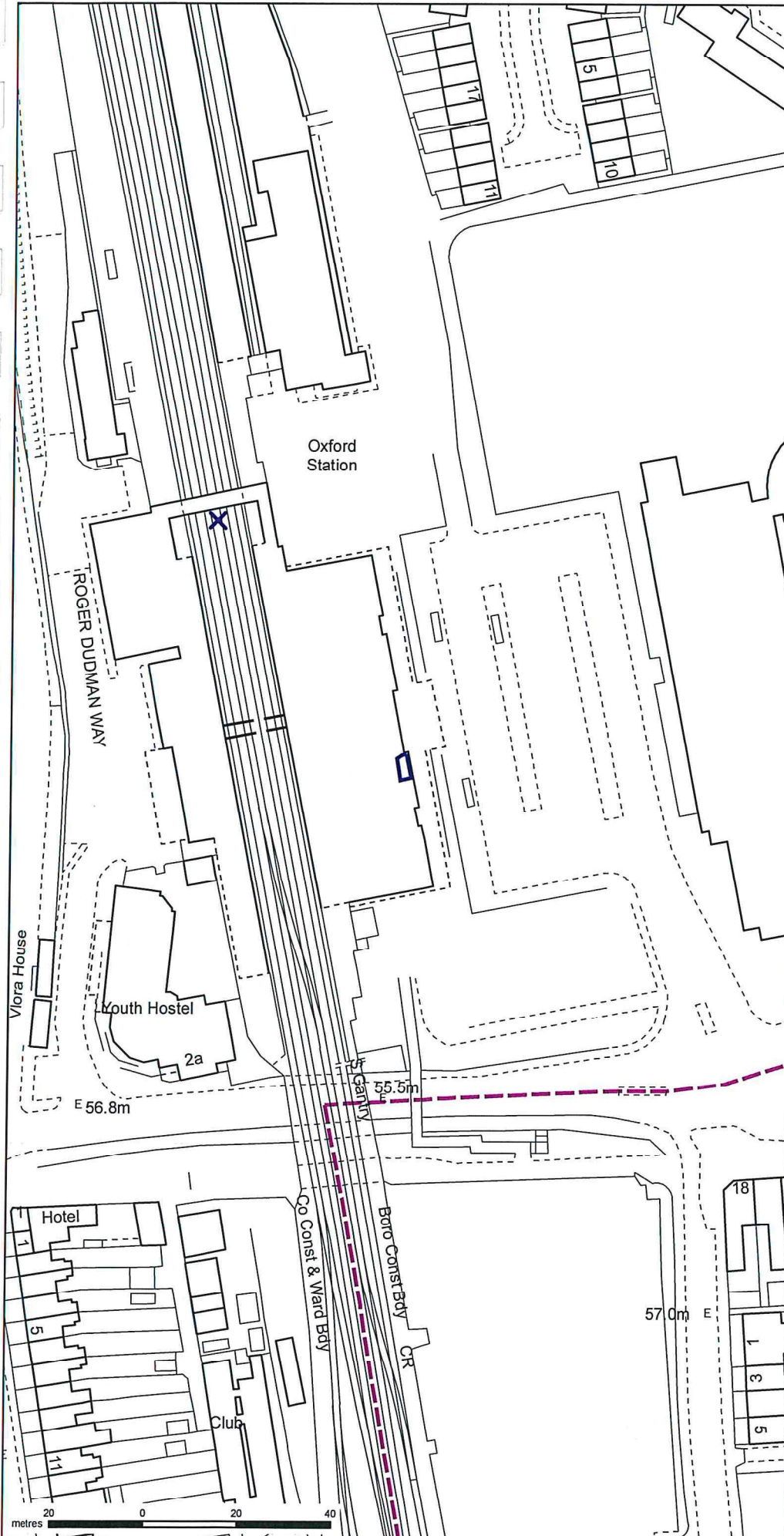


Station  
Oxford

Station  
Oxford



*[Handwritten signature]*



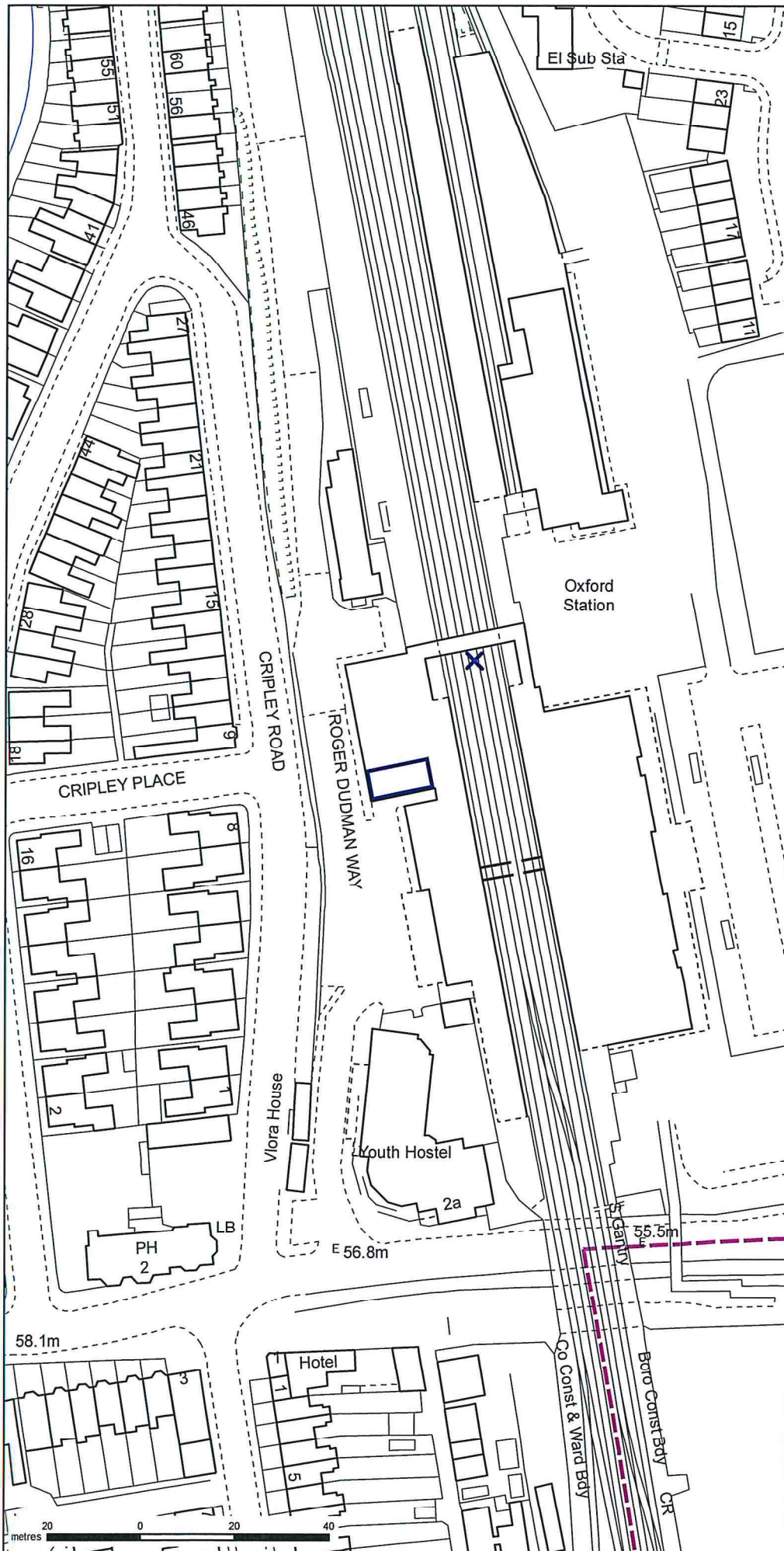
**OXFORD  
LEASE**

*Concourse Level*

Coordinates W	450494, 206322
Scale @ A4	1:1250
Sheet No.	1 of 1
Date	21 Feb 2013
Prepared By	sprice
Plan No.	1

Mapping & Surveying Services  
Property  
1st Floor, Square One  
4 Travis Street  
MANCHESTER M1 2NY  
mapping&surveying@networkrail.co.uk





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Map with the permission of the Controller  
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Licence No. 100040692

*W. W. W.*

## OXFORD LEASE

*Platform 2*

Coordinates W	450438, 206351
Scale @ A4	1:1250
Sheet No.	1 of 1
Date	21 Feb 2013
Prepared By	sprice
Plan No.	2

Mapping & Surveying Services  
Property  
1st Floor, Square One  
4 Travis Street  
MANCHESTER M1 2NY  
mapping&surveying@networkrail.co.uk

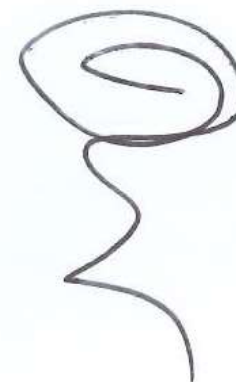






On Train

For



**From:** John Dawe-Lane <John.Dawe-Lane@networkrail.co.uk>  
**Sent:** 06 August 2021 10:50  
**To:** 'Rose, Adrian' <adrian@tannerrose.co.uk>  
**Cc:** 'david.honychurch@ssp.uk.com' <david.honychurch@ssp.uk.com>  
**Subject:** FW: FW: Network Rail (Oxford Station Phase 2 Improvements (Land Only) Order 2021) - Select Service Partners Ltd and Rail Gourmet UK Ltd [DEN-UK\_ACTIVE.FID9828624]

OFFICIAL

Good morning Adrian,

I've now had confirmation from the Project that, as I anticipated, Network Rail won't be able to provide 'like for like' temporary café premises during the works due to the reduced space on Platform 4 during the works period (envisaged to be from circa October 2022 to November 2024). It being an Island platform with limited space available and Network Rail having to prioritise temporary GWR facilities (staff offices, train dispatch, messroom, kitchen, COSHH storeroom, lavatories, lockers etc), temporary public facilities (waiting room, male/female lavatories, DDA lavatory & baby change, help desk, waiting shelters, platform seating, signage etc), as well as temporary BTP accommodation and facilities.

Whilst a mobile kiosk might be possible, there would still be the issue of water, power supply and storage facilities, and it would likely need to be moved multiple times, to allow for the phased works. Given the anticipated level of disruption to both SSP and the Project, it makes little sense to try and accommodate the Pumpkin cafe on platform 4, this being the only space in the station available to Network Rail being acquired from GWR under the Order Limits in the TWA application.

As previously mentioned, it would be sensible for SSP to approach GWR, as station franchise, to see if alternative temporary accommodation could be provided elsewhere in the main station concourse which is not affected by the works.

Kind regards  
John

**John Dawe-Lane BSc(Hons) MRICS FAAV**  
Senior Surveyor, Western Route – Property Services

**T:** 07710 960 697

**From:** John Dawe-Lane  
**Sent:** 30 July 2021 14:07  
**To:** Rose, Adrian  
**Cc:** [david.honychurch@ssp.uk.com](mailto:david.honychurch@ssp.uk.com)  
**Subject:** RE: FW: Network Rail (Oxford Station Phase 2 Improvements (Land Only) Order 2021) - Select Service Partners Ltd and Rail Gourmet UK Ltd [DEN-UK\_ACTIVE.FID9828624]

OFFICIAL

Hi Adrian,

As discussed, I have asked the Oxford Corridor Project to explore what space availability there may, or may not, be on Platform 4 to facilitate temporary premises for the Pumpkin Café during the works

period which, under the current high level programme, is envisaged to be from circa October 2022 to November 2024. As explained, given the space limitations on an island platform, and the ongoing construction works for 18 months to 2 years, as well as the priority requirements for GWR's station facilities (offices, train dispatch, customer WCs etc etc) there is no guarantee this will be practical or possible and it would be sensible for SSP to approach GWR, as station franchise, to see if alternative temporary accommodation could be provided elsewhere in the station.

In the meantime, I would be grateful if your client could expand on their temporary accommodation requirements i.e would a mobile platform kiosk suffice? A specification would assist the Project in their task.

Kind regards  
John

**John Dawe-Lane BSc(Hons) MRICS FAAV**  
Senior Surveyor, Western Route – Property Services

**T: 07710 960 697**

**From:** Rose, Adrian <[adrian@tannerrose.co.uk](mailto:adrian@tannerrose.co.uk)>  
**Sent:** 30 July 2021 10:32  
**To:** John Dawe-Lane <[John.Dawe-Lane@networkrail.co.uk](mailto:John.Dawe-Lane@networkrail.co.uk)>  
**Cc:** [david.honychurch@ssp.uk.com](mailto:david.honychurch@ssp.uk.com)  
**Subject:** Re: FW: Network Rail (Oxford Station Phase 2 Improvements (Land Only) Order 2021) - Select Service Partners Ltd and Rail Gourmet UK Ltd [DEN-UK\_ACTIVE.FID9828624]

Hi John

I have now discussed the matter with my client.

My client's intention/ requirements are to continue trading at their existing premises

My client would like to understand is how you are going to mitigate the disturbance to their businesses and particularly where you propose relocating Pumpkin Cafe during and after the works are completed.

Kind regards

Adrian

**Adrian Rose · Partner**  
Direct 020 7891 2305  
Mobile 07500 858824  
Address 18 St Swithins Lane  
London EC4N 8AD  
[www.tannerrose.co.uk](http://www.tannerrose.co.uk)

On Fri, 30 Jul 2021 at 09:42, John Dawe-Lane <[John.Dawe-Lane@networkrail.co.uk](mailto:John.Dawe-Lane@networkrail.co.uk)> wrote:  
OFFICIAL

Good morning Adrian,

Further to our conversation on Monday (26 July) you advised you would try and obtain a firm instruction regarding your client's intentions/requirements.

Is there any update please?

Kind regards

John

**John Dawe-Lane BSc(Hons) MRICS FAAV**

Senior Surveyor, Western Route – Property Services

T: 07710 960 697

**From:** John Dawe-Lane  
**Sent:** 06 July 2021 11:39  
**To:** [adrian@tannerrose.co.uk](mailto:adrian@tannerrose.co.uk)



**Cc:** [david.honychurch@ssp.uk.com](mailto:david.honychurch@ssp.uk.com)

**Subject:** RE: FW: Network Rail (Oxford Station Phase 2 Improvements (Land Only) Order 2021) - Select Service Partners Ltd and Rail Gourmet UK Ltd [DEN-UK\_ACTIVE.FID9828624]

OFFICIAL

Good Morning Adrian,

Further to the correspondence below, and my email of 29 June, do you have a clearer instruction on your clients intentions/requirements going forward given we've established the Pumpkin Café will certainly need to be relocated from Platform 4 during the period of the works.

Happy to have a call in the first instance if helpful.

Kind regards

John

**John Dawe-Lane BSc(Hons) MRICS FAAV**

Senior Surveyor, Western Route – Property Services

**T:** 07710 960 697

**From:** John Dawe-Lane

**Sent:** 30 June 2021 15:44

**To:** '[david.honychurch@ssp.uk.com](mailto:david.honychurch@ssp.uk.com)' <[david.honychurch@ssp.uk.com](mailto:david.honychurch@ssp.uk.com)>

**Cc:** '[adrian@tannerrose.co.uk](mailto:adrian@tannerrose.co.uk)' <[adrian@tannerrose.co.uk](mailto:adrian@tannerrose.co.uk)>

**Subject:** FW: FW: Network Rail (Oxford Station Phase 2 Improvements (Land Only) Order 2021) - Select Service Partners Ltd and Rail Gourmet UK Ltd [DEN-UK\_ACTIVE.FID9828624]

OFFICIAL

David,

Thank you for your time on the call earlier and for sending though the demise plans.

It is clear from the demise plans that M&S, Upper Crust and Oxford DDF are all situated on the eastern side of the station, outside of the Order limits.

I have had it confirmed by GWR that ... *'at Oxford that Rail Gourmet have no storage or messrooms facilities etc. on platform 4 side of the station and that they are fully housed in the new traincrew building.'*

Therefore, as originally thought, unless there are any unofficial arrangements in place, it is only the Pumpkin Café demise which is affected and is identified on the Order plan as plot 19.

Kind regards

John

**John Dawe-Lane BSc(Hons) MRICS FAAV**

Senior Surveyor, Western Route – Property Services

**T:** 07710 960 697

**From:** David Honychurch <[david.honychurch@ssp.uk.com](mailto:david.honychurch@ssp.uk.com)>

**Sent:** 30 June 2021 14:47

**To:** John Dawe-Lane <[John.Dawe-Lane@networkrail.co.uk](mailto:John.Dawe-Lane@networkrail.co.uk)>

**Cc:** [adrian@tannerrose.co.uk](mailto:adrian@tannerrose.co.uk)

**Subject:** FW: FW: Network Rail (Oxford Station Phase 2 Improvements (Land Only) Order 2021) - Select Service Partners Ltd and Rail Gourmet UK Ltd [DEN-UK\_ACTIVE.FID9828624]

John,

I write further to our telephone conversation of this morning. I attach demise plans for all SSP's units at Oxford Station where we have objected to the above Order.

Please can you confirm which of our units fall within the land to be compulsorily purchased.

Rgds

**David Honychurch**

BSc (Hons) MRICS

Head of Estates

*SSP The Food Travel Experts*

Jamestown Wharf, 32 Jamestown Road, London, NW1 7HW  
Mobile: 07736 089166 Direct: 0207 543 3316  
Switch: 0207 543 3300 Fax: 0207 543 3391  
e-mail: [david.honychurch@ssp.uk.com](mailto:david.honychurch@ssp.uk.com)  
[www.foodtravelexperts.com](http://www.foodtravelexperts.com)

----- Forwarded message -----

From: **John Dawe-Lane** <[John.Dawe-Lane@networkrail.co.uk](mailto:John.Dawe-Lane@networkrail.co.uk)>

Date: Tue, 29 Jun 2021 at 13:41

Subject: FW: Network Rail (Oxford Station Phase 2 Improvements (Land Only) Order 2021) - Select Service Partners Ltd and Rail Gourmet UK Ltd [DEN-UK\_ACTIVE.FID9828624]

To: [adrian@tannerrose.co.uk](mailto:adrian@tannerrose.co.uk) <[adrian@tannerrose.co.uk](mailto:adrian@tannerrose.co.uk)>

OFFICIAL

Dear Mr Rose,

Thank you for speaking with me yesterday afternoon.

As promised, I am writing with my contact details as Property Surveyor for the Project.

In the first instance, I have attached an extract from the Order plans to assist you to determine the extent of your clients' interest affected by the scheme.

By way of background, the purpose of the Order is to facilitate improved capacity and capability on the "Oxford Corridor" (Didcot North Junction to Aynho Junction) to meet the Strategic Business Plan objections for capacity enhancement and journey time improvements. As well as enhancements to rail infrastructure, improvements to highways are being undertaken as part of the works. The Project forms part of a package of rail enhancement schemes which deliver significant economic and strategic benefits to the wider Oxford area and the country. The enhanced infrastructure in the Oxford area will provide benefits for both freight and passenger services, as well as enable further schemes in this strategically important rail corridor including the introduction of East West Rail services in 2024. More detailed general information of the scheme, and consultation to date, can be found at [www.networkrail.co.uk/oxfordphase2](http://www.networkrail.co.uk/oxfordphase2)

GWR are the franchised leaseholder of Oxford station as well as a Train Operating Company, with an interest in or rights over Plots 7, 7a, 17, 17a, 17b, 17c, 18, 19, 32, 33, 34, 35, 36, 37, 38, 39 and 40. Network Rail has been liaising with GWR in respect of the Project for some time and, more recently from January 2021, liaising with GWR to discuss which of their tenants may be impacted by the works. A meeting was held with GWR on 12 May 2021 during which Network Rail further endeavoured to ascertain details and copies of agreements from GWR in respect of these parties but, to date, only outline details have been provided.

With regards to SSP Ltd, the information we have from GWR and the land referencing searches is that SSP Ltd is understood to be in occupation (holding over on a lease with GWR) of part of Oxford Station - Platform 4, which will be impacted directly by the Project works. In addition to the wider consultation and community engagement, Network Rail wrote to SSP Ltd on 16 April 2021 advising of the Order and providing contact details for any queries. In addition, Carter Jonas on behalf of Network Rail issued Requests for Information to SSP Ltd who responded on the 11 May 2021. Our understanding from all enquiries is that only Pumpkin Café has a registered lease within the Order plan? However I would be grateful if you would confirm.

Network Rail has been liaising, and is continuing to liaise, with GWR to establish both their requirements and their tenants requirements going forward. In terms of interim temporary accommodation, the Project is at 'an information gathering stage,' the results of which will be fed

into detailed designs when a contractor is appointed towards the end of the year. As such, now is an opportune time to understand your clients requirements?

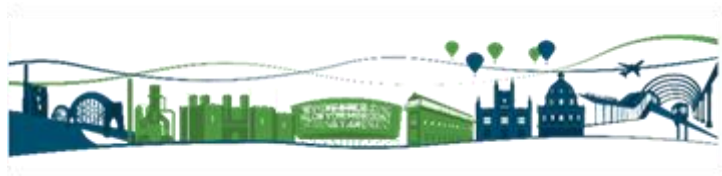
As a starting point it would be helpful to know precisely what interests of your clients are affected, as well as an outline of their requirements going forward?

Kind regards

John



**John Dawe-Lane BSc(Hons) MRICS FAAV**  
Senior Surveyor, Western Route - Property Services  
07710 960697  
[John.Dawe-Lane@networkrail.co.uk](mailto:John.Dawe-Lane@networkrail.co.uk)



**From:** Rebecca Collins <Rebecca.Collins@networkrail.co.uk>  
**Sent:** 10 May 2021 17:19  
**To:** James Parfett <james.parfett@admin.ox.ac.uk>  
**Subject:** Oxford Phase 2 - Proposed Heads of Terms

OFFICIAL

Subject to Contract

Dear James,

Further to recent correspondence, I write to outline proposed Heads of Terms for the various land requirements.

**Permanent Acquisition of Part of Roger Dudman Way (Plan no. 7987867)**

Please find attached draft Heads of Terms, along with plan no. 7987867, indicating the area of land to be acquired shaded pink.

The red book valuation for the area of land to be acquired reported a value of £2,500. As you will see, we propose a consideration of £5,000, plus reasonable legal fees to be met by Network Rail. Included in the 'Conditions' is a requirement for Network Rail to acquire rights to over sail Sheepwash Channel with the new bridge deck and then to subsequently grant an easement (for nil consideration) to University of Oxford for the same, again, covering all reasonable legal and professional fees. For the latter, professional fees can include reasonable fees for an Engineer to review the bridge design etc, as previously discussed.

**Licence for Temporary Diversionary Route (Plan no. 7987962)**

The proposed diversionary route is shown shaded brown on the attached plan no. 7987962.

I would propose that we enter into a licence at £250 per day (24 hour period). In addition, Network Rail to cover reasonable Surveyors and Legal fees (if indeed you require the licence to be reviewed by a solicitor; it will be based on our standard template licence, with which you may already be familiar). The licence is likely to be required early 2023 based on the provisional programme. We would need the licence to be for a number of days within a 'window', for example, up to 10 days within a 3 month period. The exact number of days and the length of the 'window' would need to be determined once we have a contractor appointed later this year.

**Licence for Temporary Working & Compound Areas (Plan no. 7997122)**

You will see on the attached two separate areas edged red.

The area to the north is envisaged being required temporarily in order to carry out work to make the temporary diversionary route suitable to traffic (especially emergency vehicles). I don't yet have details of what may be required, however, it might include work needed to strengthen the bridge structure over Castle Mill Stream and/or widen certain sections of Roger Dudman Way. A lot of this will become clearer once detailed design has been undertaken and a contractor is appointed.

The area to the south is envisaged being required as a compound area to facilitate replacing the footbridge and road bridge structures over Sheepwash Channel. Again, the exact details are not yet known, however, the current programme would indicate that works would start Autumn 2022.

For both of these licence areas, I would propose a weekly licence fee of £250/per week (or part thereof) – each licence area would be documented separately (e.g. the proposed licence fee would be for each individual licence area, not a combined total for both). In any event, it is likely that the duration of the licences may be slightly different and, therefore, it is best that they are documented in separate agreements. Again, Network Rail to pay any reasonable Surveyors and Legal fees.

**Variation of Access Rights over Roger Dudman Way (Agreement dated 12 May 1999 between British Railways Board and Railtrack Plc) (Plan no. 7997177 revB)**

As mentioned, University of Oxford have rights of access over Roger Dudman Way. Due to the road layout being altered at the southern end, where it meets Botley Road, these rights will need to be varied/released. University of Oxford will still have rights of access, with the alternative route being via a new junction on the adopted highway Cripsey Road.

I would propose that Network Rail pay any reasonable Legal fees for documenting this – I am currently seeking advice from our solicitor on whether it will be a Deed of Variation or a Deed of Surrender/Release (of part), however, in either event, it should be a relatively straightforward matter.

I trust the above is clear but please do not hesitate to contact me if any queries. We do seem to be having issues with some PDF attachments, so please let me know if you have difficulty in viewing any of the attached plans.

I will contact you again next week with a view to arranging a meeting to discuss matters. In the meantime, Network Rail are due to submit the Transport and Works Act Order on or around 4 June; therefore, University of Oxford will shortly receive formal notification of this. However, please be assured that our intention is to negotiate (as per above Heads of Terms) and compulsory acquisition powers will only be utilised in the event that we are unable to reach agreement.

Kind regards,



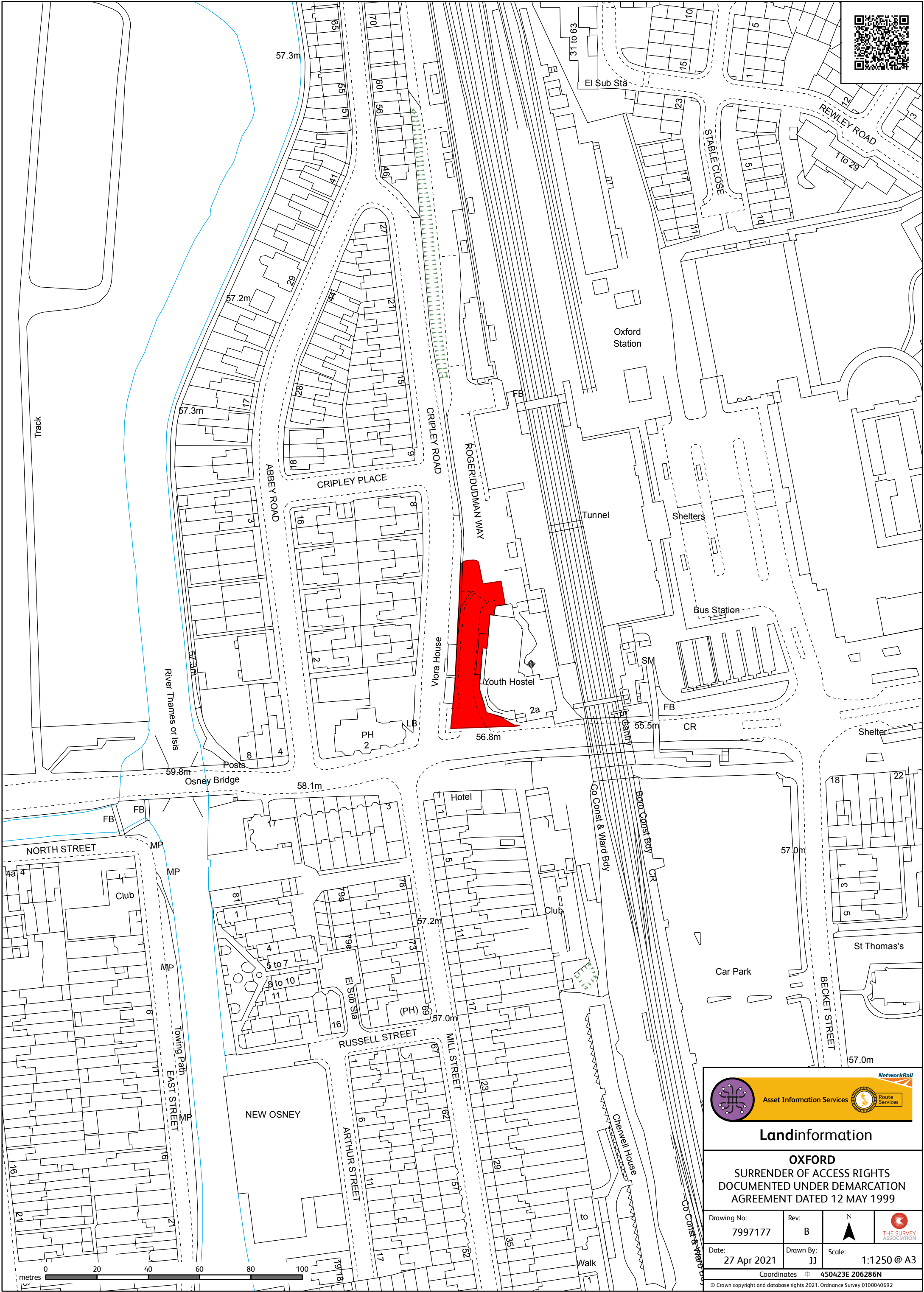
**Rebecca Collins MSc MRICS FAAV**  
Senior Surveyor, Western Route

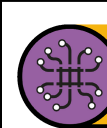
07515 620 306

[Rebecca.Collins@networkrail.co.uk](mailto:Rebecca.Collins@networkrail.co.uk)












Asset Information Services



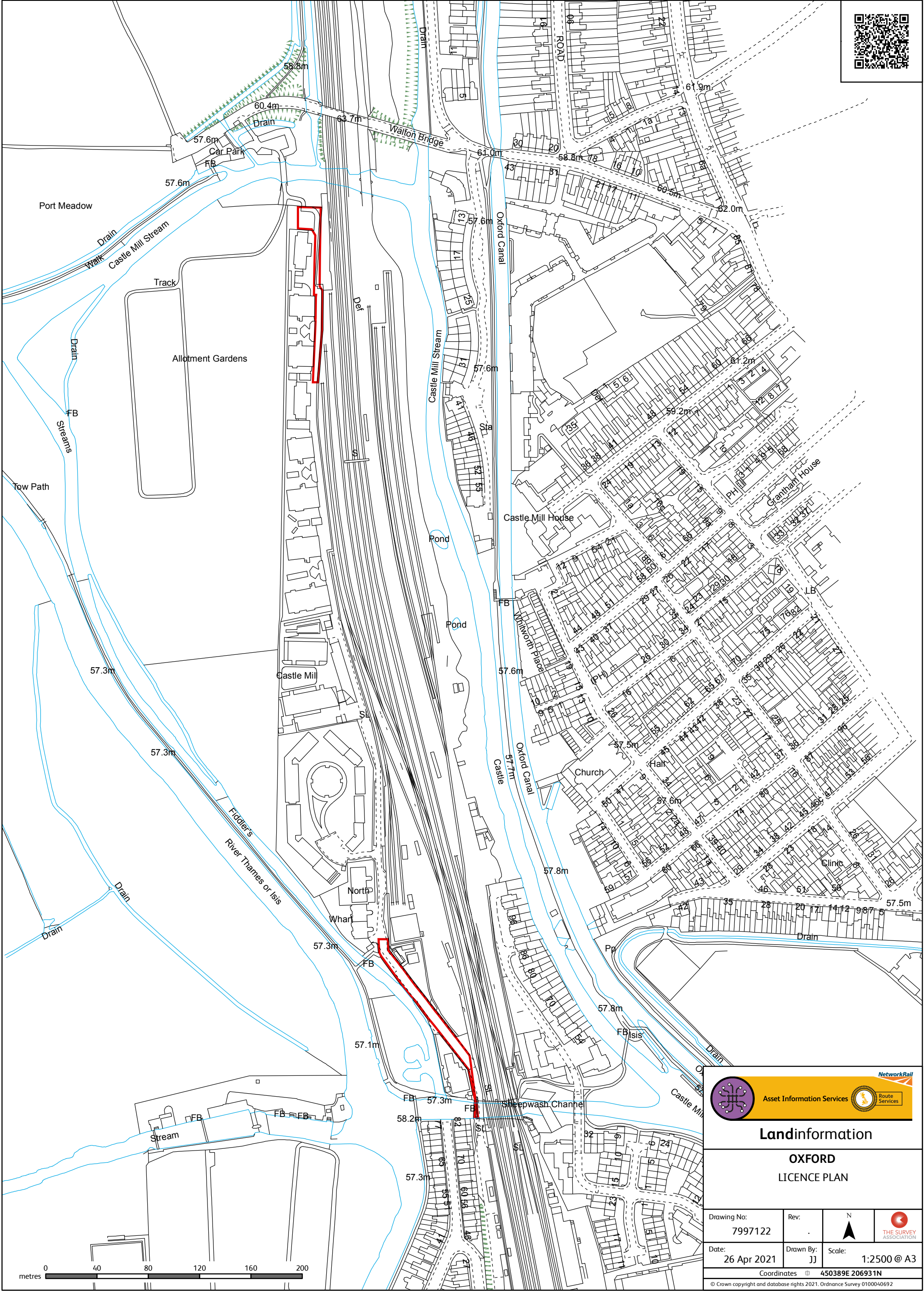
Landinformation

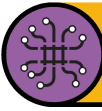
**OXFORD**  
SURRENDER OF ACCESS RIGHTS  
DOCUMENTED UNDER DEMARCATION  
AGREEMENT DATED 12 MAY 1999

Drawing No: 7997177	Rev: B	N 	
Date: 27 Apr 2021	Drawn By: JJ	Scale: 1:1250 @ A3	
Coordinates 450423E 206286N			


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Asset Information Services

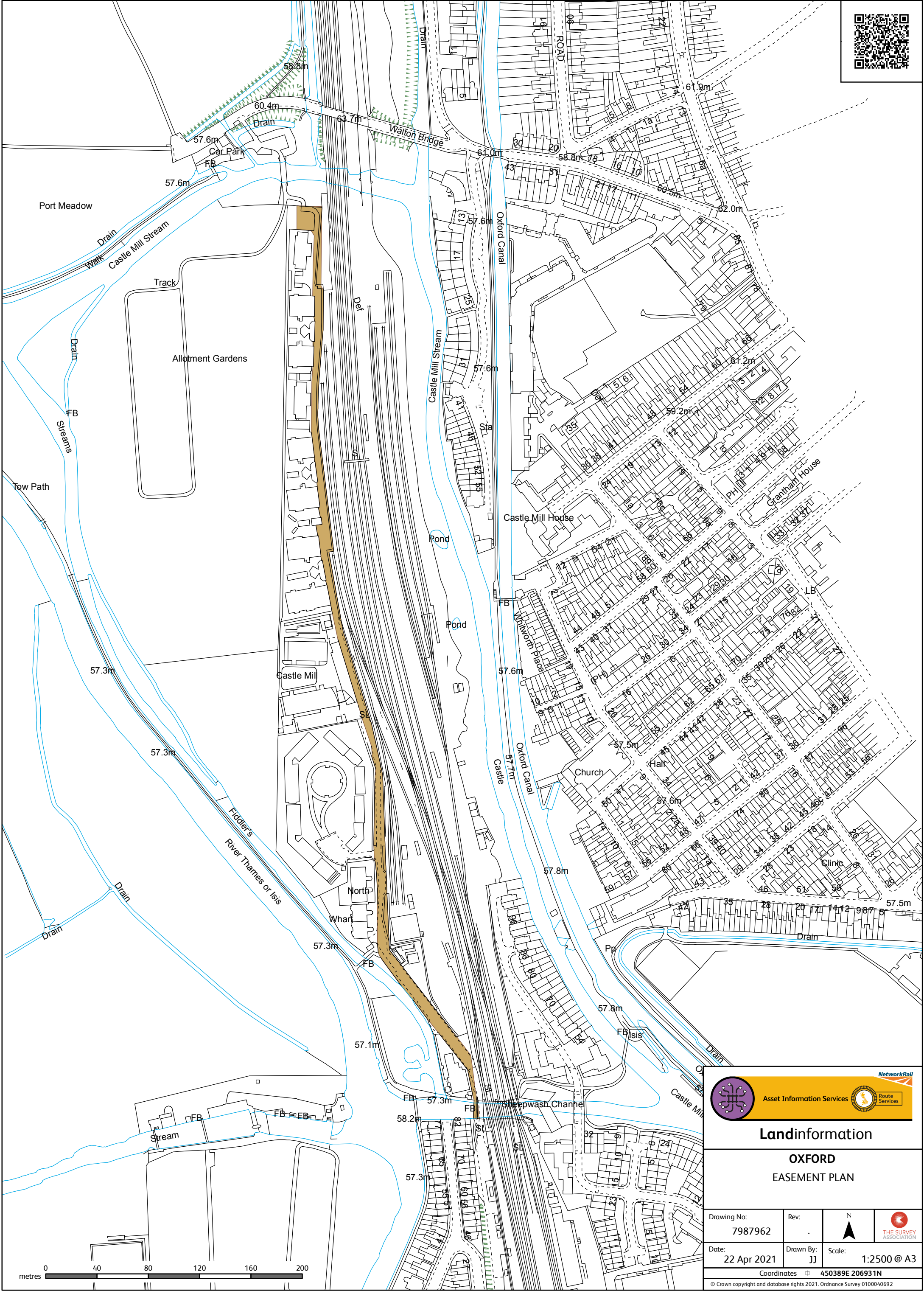



**Landinformation**

**OXFORD**  
LICENCE PLAN


Drawing No: <b>7997122</b>	Rev: .	 N	 THE SURVEY ASSOCIATION
Date: <b>26 Apr 2021</b>	Drawn By: <b>JJ</b>		
Coordinates  <b>450389E 206931N</b>		© Crown copyright and database rights 2021. Ordnance Survey 0100040692	










Asset Information Services

Route Services

**Landinformation**

**OXFORD  
EASEMENT PLAN**

Drawing No: 7987962	Rev: .	N 	
Date: 22 Apr 2021	Drawn By: JJ	Scale: 1:2500 @ A3	
Coordinates 		450389E 206931N	

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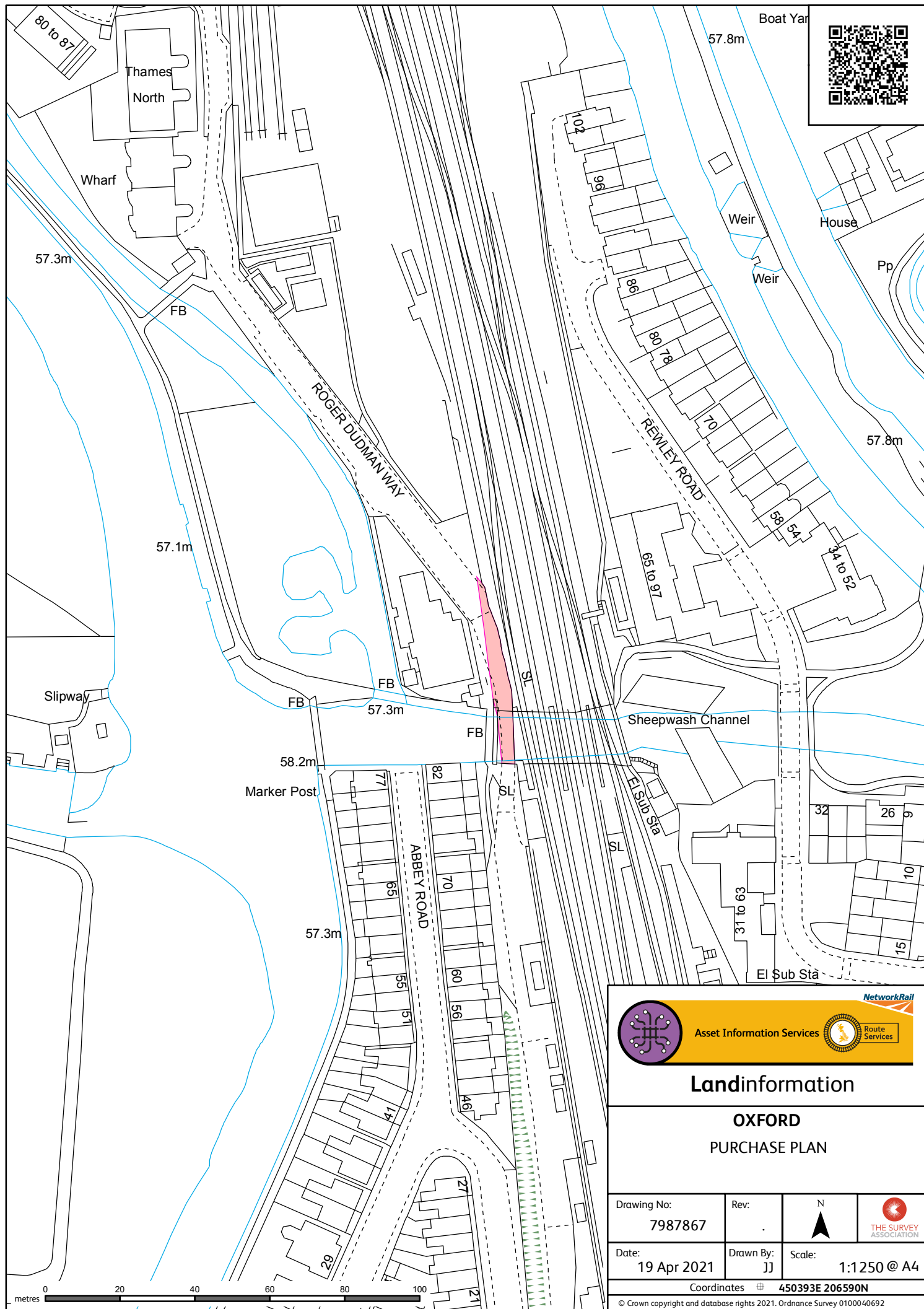
## **HEADS OF TERMS – PERMANENT ACQUISITION**

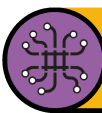




### **Subject to Contract**

<b>Details of Transaction:</b>	Freehold Transfer
<b>Property Address:</b>	Land forming part of private road known as Roger Dudman Way, Oxford, OX2 1HW (being part of title no. ON224972)
<b>Description of Property and Area:</b>	Approximately 182sqm of land forming part of private road over and just north of Sheepwash Channel, known as Roger Dudman Way, Oxford, OX1 1HW.
<b>Plan No/Name:</b>	7987867
<b>Vendor:</b>	The Chancellor Masters and Scholars of The University of Oxford, University Offices, Wellington Square, Oxford, OX1 2JD
<b>Purchaser:</b>	Network Rail Infrastructure Limited, 1 Eversholt Street, London, NW1 2DN
<b>Consideration:</b>	£5,000.00 (Five Thousand Pounds)
<b>Legal Costs/Surveyor's Costs/Other Costs:</b>	Purchaser to pay Vendors reasonable Surveyor and Legal Fees.
<b>Any Existing Agreements/Legal documentation:</b>	N/a
<b>Conditions:</b>	<p>Vendor warrants there are no other known interests in the property and that no new interests shall be created prior to the transfer completing.</p> <p>Purchaser shall acquire any rights and interests in relation to the new road bridge and footbridge (both structures to be owned and maintained by the Vendor) to over sail Sheepwash Channel and shall grant an easement to the Vendor (for nil consideration) for the same. Purchaser to pay Vendors reasonable Professional and Legal Fees in respect of the easement.</p>
<b>Other Items:</b>	Vendor shall not raise an objection to the The Network Rail

	(Oxford Corridor Phase 2 (Land Only)) Order 202X being made by the Purchaser.
<b>Caveats:</b>	Subject to contract
<b>Vendor's Solicitors:</b>	<i>Tbc</i>
<b>Vendor's Surveyor:</b>	James Parfett, Assistant Asset & Space Management Surveyor, Asset & Space Management, Estates Services, University of Oxford, The Malthouse, Tidmarsh Lane, Oxford, OX1 1NQ  T: 01865 288589 M: 07833 483135 Email: james.parfett@admin.ox.ac.uk
<b>Purchaser's Solicitors:</b>	Jenny Wright, Senior Associate, Dentons, The Pinnacle, 170 Midsummer Boulevard, Milton Keynes, MK9 1FE  M: 07552 744296 Email: jenny.wright@dentons.com
<b>Purchaser's Surveyor:</b>	Rebecca Collins, Senior Surveyor, Network Rail, Western House, 1 Holbrook Road, Swindon, SN1 1BD  M: 07515 620306 Email: rebecca.collins@networkrail.co.uk





 <b>Asset Information Services</b> 			
<h2>Landinformation</h2>			
<h3>OXFORD</h3> <h3>PURCHASE PLAN</h3>			
Drawing No: <b>7987867</b>	Rev: .	N 	
Date: <b>19 Apr 2021</b>	Drawn By: <b>JJ</b>	Scale: <b>1:1250 @ A4</b>	
Coordinates  <b>450393E 206590N</b>			
<small>© Crown copyright and database rights 2021. Ordnance Survey 0100040692</small>			

**From:** John Dawe-Lane <John.Dawe-Lane@networkrail.co.uk>

**Sent:** 29 July 2021 12:52

**To:** 'Ian Miles' <Ian.Miles@gateleyhamer.com>

**Subject:** The Network Rail (Oxford Station Phase 2 Improvements (Land Only)) Order 20XX - The Chancellor Masters and Scholars of The University of Oxford & Oxford University Fixed Assets Limited

OFFICIAL

Dear Ian,

**Re: The Transport and Works Act 1992**

**The Transport and Works (Applications and Objections Procedure) England and Wales) Rules 2006**

**The Network Rail (Oxford Station Phase 2 Improvements (Land Only)) Order 20XX**

**The Chancellor Masters and Scholars of The University of Oxford & Oxford University Fixed Assets Limited**

We refer to your objection letters of 21 July 2021 on behalf of both The Chancellor Masters and Scholars of The University of Oxford & Oxford University Fixed Assets Limited (referred together herein as 'the University').

We welcome continued liaison with the University and understand from our various meetings since January 2021 that the University supports the principle of the scheme and the highways safety and rail improvements it will deliver. We have endeavoured to update the University regarding the progress of the scheme as it moves along and, as explained, much of the detail now requested will emerge once a GRIP5-8 (Design and Build) contractor is formally on board and we have detailed designs, which is anticipated towards the end of the 2021/early 2022.

We recently met on site on the 16 July 2021 and talked through all these issues on the ground.

I will answer your specific objections in sequence as per your numbering.

1. As discussed with James Parfett (Estates Services University of Oxford) on a number of occasions, and confirmed by email on the 8 April 2021, Network Rail has agreed to pay the reasonable costs of an Engineer appointed by the University to review the Bridge designs. Network Rail has also agreed to a joint meeting with the Project/contractor to discuss the design and works methodology in detail once a contractor is appointed. In the meantime, Network Rail has shared the latest available GRIP 4 – 'Approval in Principle' designs with the University and will continue to share detailed designs as they become available.

As part of the Railways Act 1993, when British Railway was privatised, the land within Title ON 224972 (being the northern section of Roger Dudman Way (RDW) including Sheepwash Bridge) was identified as non-operational railway land, and on 12 May 1999 (Demarcation) passed to the British Railways Board (BRB) for disposal, subsequently being sold on to the University (OUFAL) to facilitate access to the University's student accommodation and wider development.

Under the Demarcation Agreement dated 12 May 1999 Network Rail's land benefits from a right of way with or without vehicles over the land in Title ON 224972 including a right of way over Sheepwash Bridge.

The freehold interest in the Bridge is registered with absolute title number ON 224972 in favour of OUFAL and the proposed scheme does not propose to alter that ownership, but replace the University's asset. The asset engineer will not sanction taking on responsibility for a non-railway asset, as supported by Network Rail's Regulatory Governance and ORR Network Licence.

As discussed, the construction of the new Platform 5 railway line results in a necessary realignment of the University's existing Bridge resulting in provision of a new road/pedestrian Bridge span over Sheepwash Channel. The replacement Bridge will be built to modern standards, being more resilient, with less steel to maintain/paint than the existing structure and provides betterment to the University's asset with a modern replacement bridge with longer design life.

2. As discussed with the University previously, and more recently on site, Network Rail is fully aware of the utilities (both University's and Network Rail's) including the critically of the OUTN on Sheepwash Bridge (and wider area) and will continue to liaise and work collaboratively with the University regarding detailed surveys and the works methodology, as it emerges. The GRIP 5-8 contractor will design the works methodology and deliver this.
3. As discussed with you, and as detailed in the Heads of Terms issued on 10 May 2021, Network Rail will transfer such portions of land, and grant rights to the University as required for the replacement road/pedestrian Bridge span.
4. As recently discussed and explained on site, the alternative access north via RDW and along Walton Well Road is included as a fall-back option should it not be possible to maintain vehicular access (including fire engine) over Sheepwash Bridge which, as you know, is the intention. Full details of Traffic Management and safety provisions will be provided in due course, if it becomes necessary to use this access.
5. The University will be offered equivalent alternative access rights over the new route via Cripsey Road. Network Rail is willing to pay the University's reasonable legal expenses to progress. This was discussed when we met.
6. In terms of timings of the works, at this juncture, without a contractor on board, Network Rail can only provide a high-level programme as included in the attached presentation – Oxford-Corridor-Phase-2- Public-Engagement (page 17)). We will continue to liaise and share information with the University as it emerges when a contractor is appointed. Again, this was discussed on site.
7. Heads of Terms were provided on 10 May 2021, with accompanying plans detailing the acquisitions/transactions required and negotiations have been progressing since January 2021. I appreciate that Gateley Hamer has only recently been instructed by the University and

can assure you Network Rail has and is continuing to engage meaningfully to negotiate the land and rights required by Private treaty, with the TWAO in the background. Network Rail is fully willing to continue to provide supporting information when requested in relation to the scheme affecting your client's land. We await to hear from the University on the proposed Heads of Terms.

Kind Regards  
John



**John Dawe-Lane BSc(Hons) MRICS FAAV**  
Senior Surveyor, Western Route - Property Services  
07710 960697  
[John.Dawe-Lane@networkrail.co.uk](mailto:John.Dawe-Lane@networkrail.co.uk)





# Oxford Corridor Phase 2 Public Engagement

## Oxford Station

January 2021

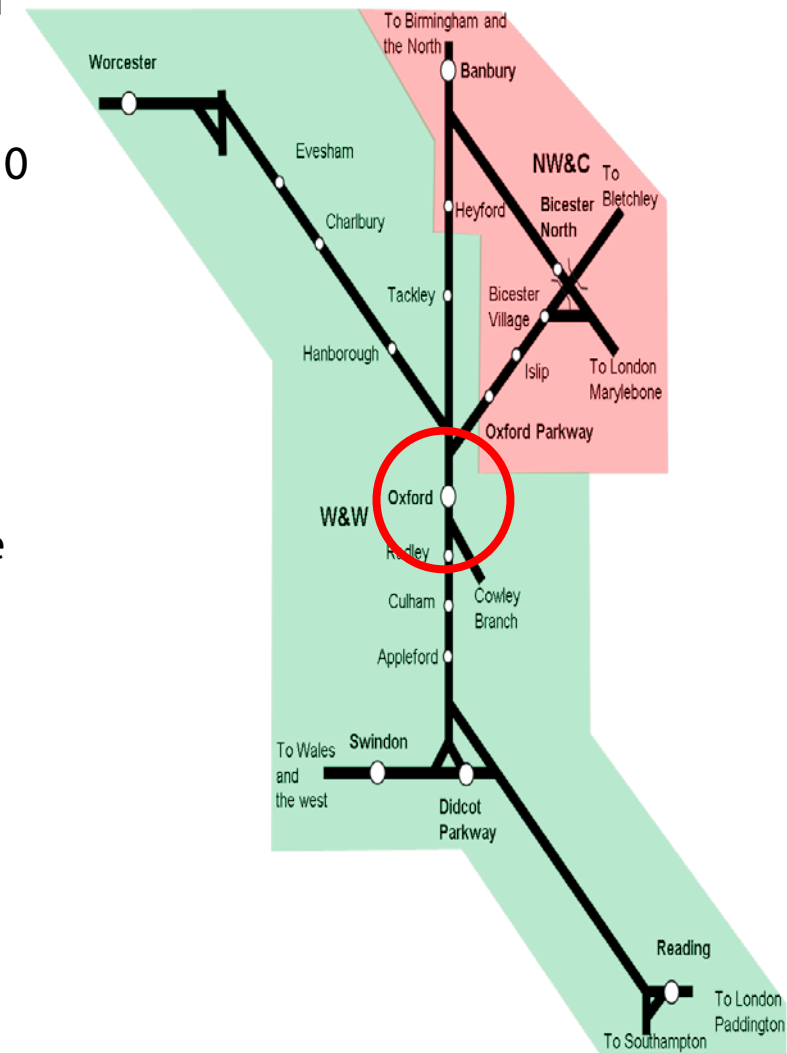
A vertical blue graphic on the left side of the slide, resembling a railway track with horizontal lines.

# Agenda

- Introductions
- Strategic context
- Purpose of engagement
- Oxford Phase 2 Scheme overview
- Environmental Impact Assessment
- Indicative programme
- Public engagement plans
- Key interfacing projects
- Questions

# Strategic Context

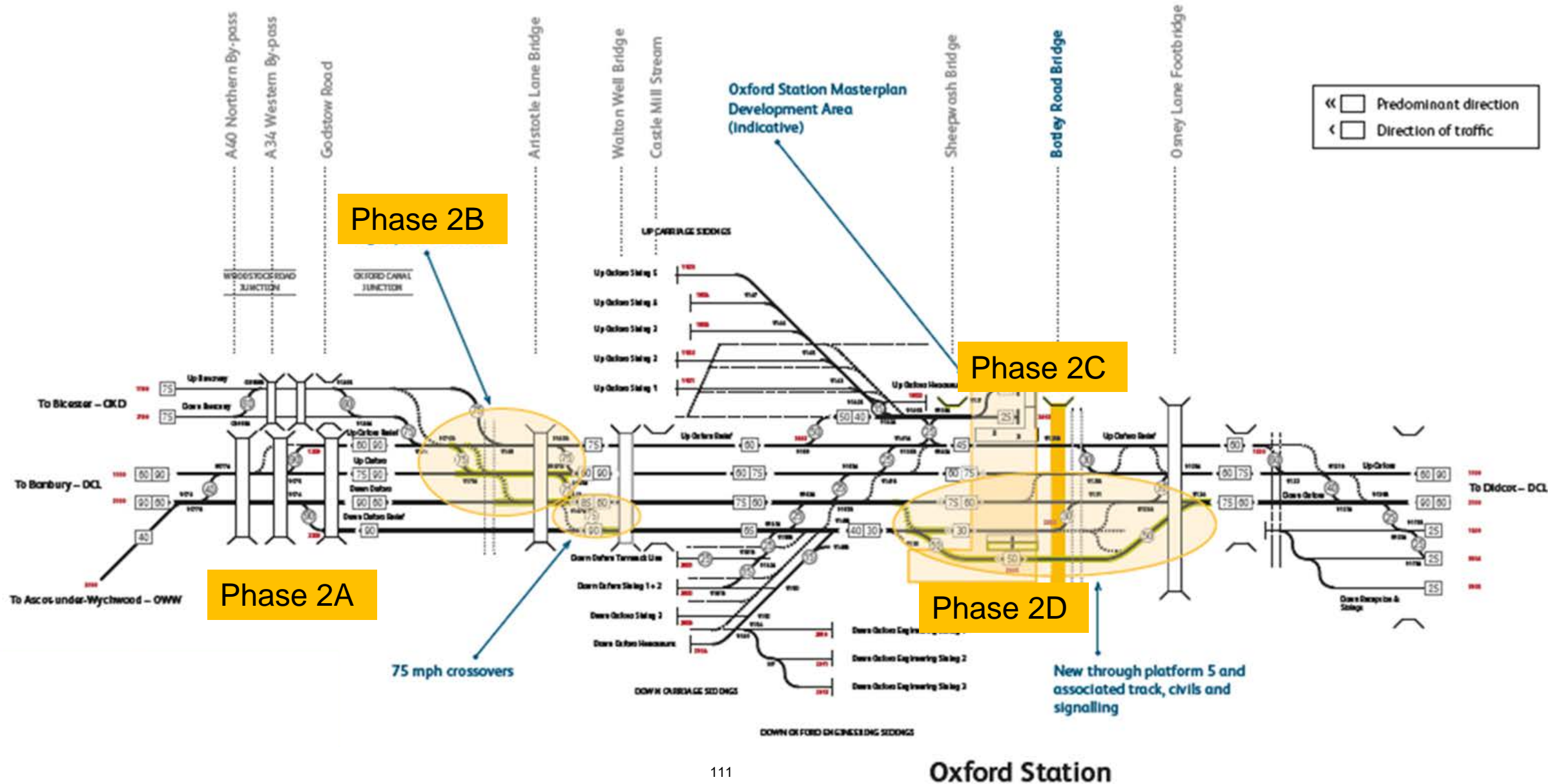
- Rail is a key element of Oxfordshire's transport system, with over 20.5 million journeys made to and from Oxfordshire stations in 2018-19.
- Journeys to and from stations in Oxfordshire have increased by 69 % in the 10 years to 2019 against a UK average of 42 %.
- Oxford station is by far the busiest of Oxfordshire stations with 8.27 million journeys in 2018-19, an increase of 63 % over ten years. Oxford is the 5<sup>th</sup> busiest station in Network Rail's Wales & Western region.
- Oxfordshire holds a strategically vital position for rail freight, particularly for intermodal and automotive flows between the Port of Southampton and the Midlands.
- With the introduction of the December 2019 timetable, Oxford station is nearing full capacity and cannot robustly accommodate the further service enhancements set out in the 2024 train service specification. Furthermore, the infrastructure in the station area is restricting the transition of journeys from private car to public and active modes of transport.
- Improving rail's service offering will support wider benefits including connectivity to jobs and housing and regional economic growth.



## Purpose of engagement:

- To brief stakeholders on the industry's proposals for improving rail's offering through capacity, connectivity and station improvements
- To seek guidance and feedback on our proposals and how to take these forward
- To work with the local community and maximise the benefits and impact of the scheme

# Oxford Corridor Phase 2 Scheme Overview



# Oxford Phase 2 Scope and Benefits:

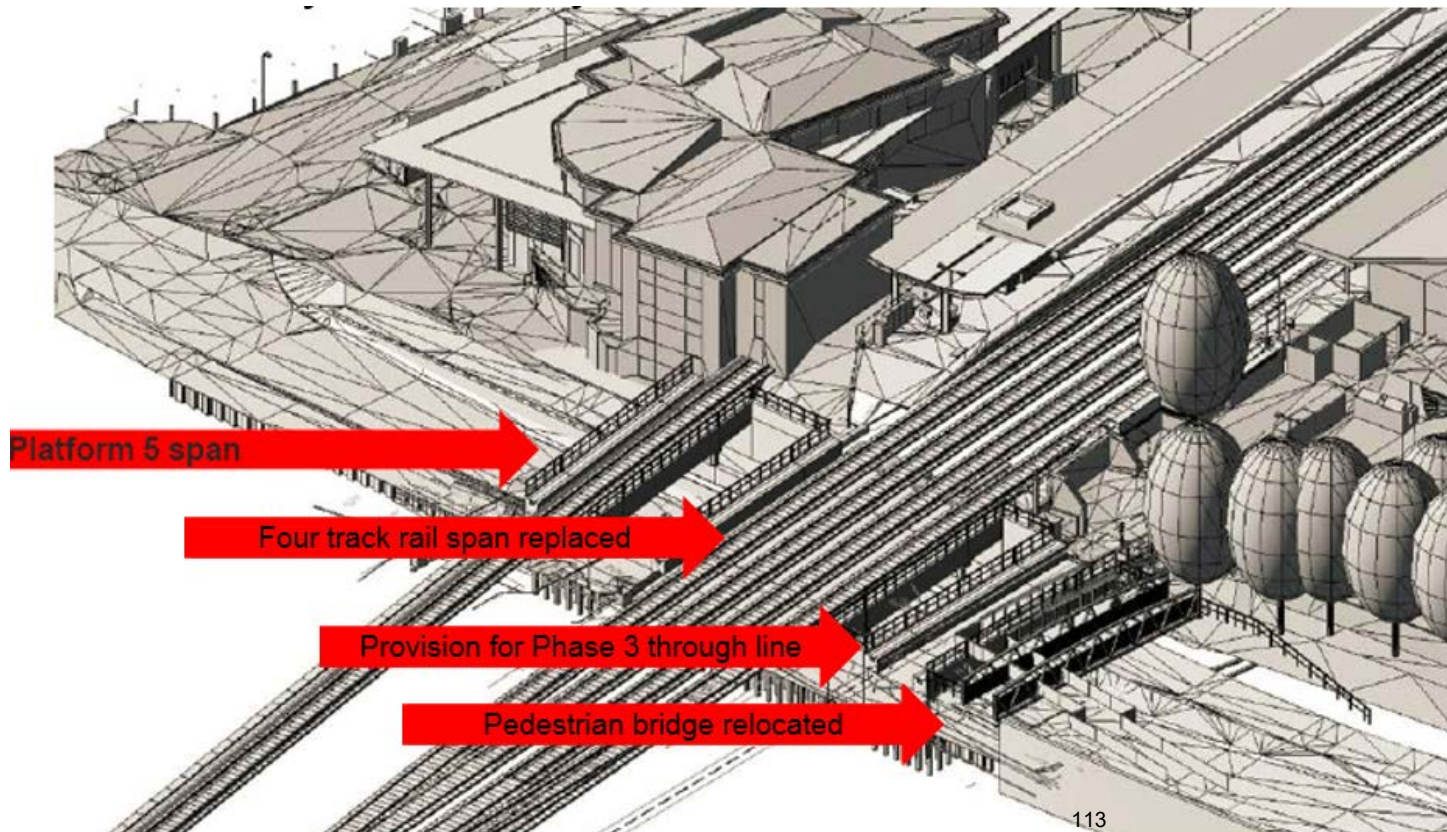
The works are currently split into four sub-phases:

Scope:	Description:	Key Output / Benefits:
<b>Phase 2A: Level Crossings</b>	Level crossing closures at Tackley, Sandy Lane and Yarnton Lane to enable commissioning of signalling improvements from Wolvercote to Heyford, increasing capacity and flexibility.	<ul style="list-style-type: none"> <li>• Safety improvements</li> <li>• 2 additional freight paths per hour</li> <li>• Capacity for additional Birmingham to Oxford services</li> <li>• Increased track maintenance access.</li> </ul>
<b>Phase 2B: High Speed Crossovers</b>	Three 75mph high-speed crossovers at Oxford North Junction to create additional capacity for services towards Bicester, replacing existing 25mph crossovers	<ul style="list-style-type: none"> <li>• 2 minute journey time improvement for services between Oxford and Bicester.</li> <li>• Capacity and performance improvement for all services</li> </ul>
<b>Phase 2C: Botley Road Bridge</b>	<p>Replacement of Botley Road bridge main span, a new span to accommodate an additional west side island platform, and passive provision for a future eastern span.</p> <p>Significant highways enhancement and 4m wide cycle and pedestrian routes on both sides</p>	<ul style="list-style-type: none"> <li>• Enabler for platform 5 and future eastern through platform</li> <li>• Enabler for future Oxford Station Masterplan</li> <li>• Increased height will allow use of standard height double decker buses</li> <li>• Improved highway safety</li> <li>• Improved cycle and pedestrian provision and safety</li> </ul>
<b>Phase 2D: Station works and Western Entrance</b>	Provide a new down-side twin-face platform and new western station entrance (access from Roger Dudman Way)	<ul style="list-style-type: none"> <li>• 50 % increase in through platform capacity for additional services (East West Rail and the 2024 specification)</li> <li>• Increased station pedestrian flow capacity.</li> <li>• Passenger walking time benefits from west side.</li> <li>• Station amenity improvements</li> </ul>



# Phase 2C – Botley Road Bridge and Highway Works

- New single span for Platform 5 track
- Four track main span replaced
- Passive provision for single track span for eastern through line
- Replacement of Becket Street pedestrian footbridge
- Highway gradient alterations and road re-alignment/widening
- 4m wide cycle/footways on both sides

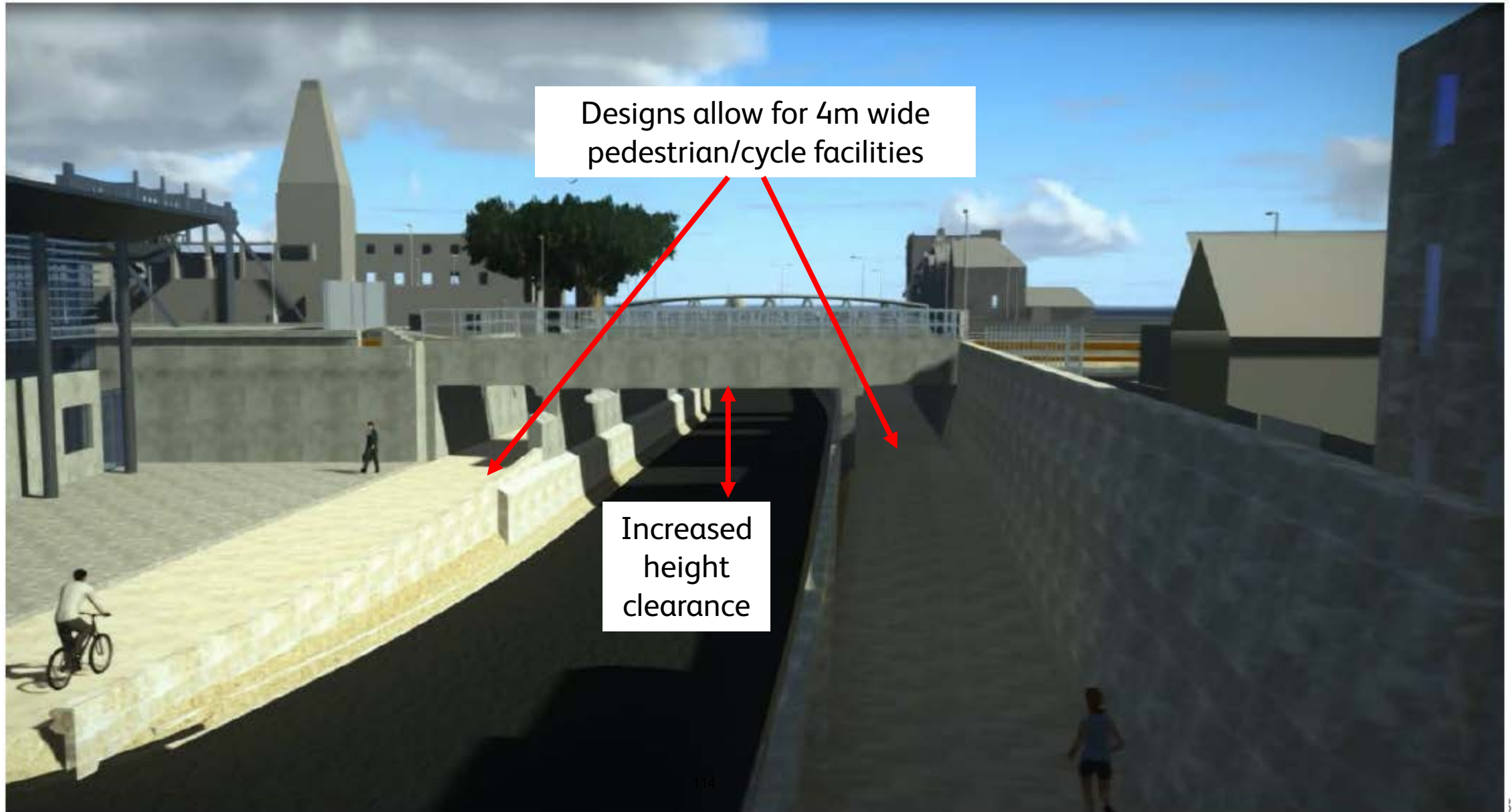


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## Phase 2C - Botley Road Bridge cont'd (looking east):





## Summary of changes/enhancements

- The Oxford Phase 2 project will rebuild and reconfigure the west side of Oxford station. The existing east side main entrance and secondary entrance are unchanged (includes platform 1, 2 and 3). However, by providing a new entrance/exit to the station, pressure will be taken off the existing entrance/gateline, improving overall passenger flows.
- Enhancements from the works are compliant stepping and tactiles to (existing) platform 4, new platform 5 with a dedicated Western Entrance resulting in enhanced pedflow and compliant station evacuation.
- Accessible toilets and baby change (both platforms 4+5 and western entrance).
- A new lift and stairs will be installed between the western entrance and platforms.
- Platforms will have compliant falls, platform buildings will have level entry, seats will have a mixture of seating styles (arms, no arms, perch, wheelchair space).

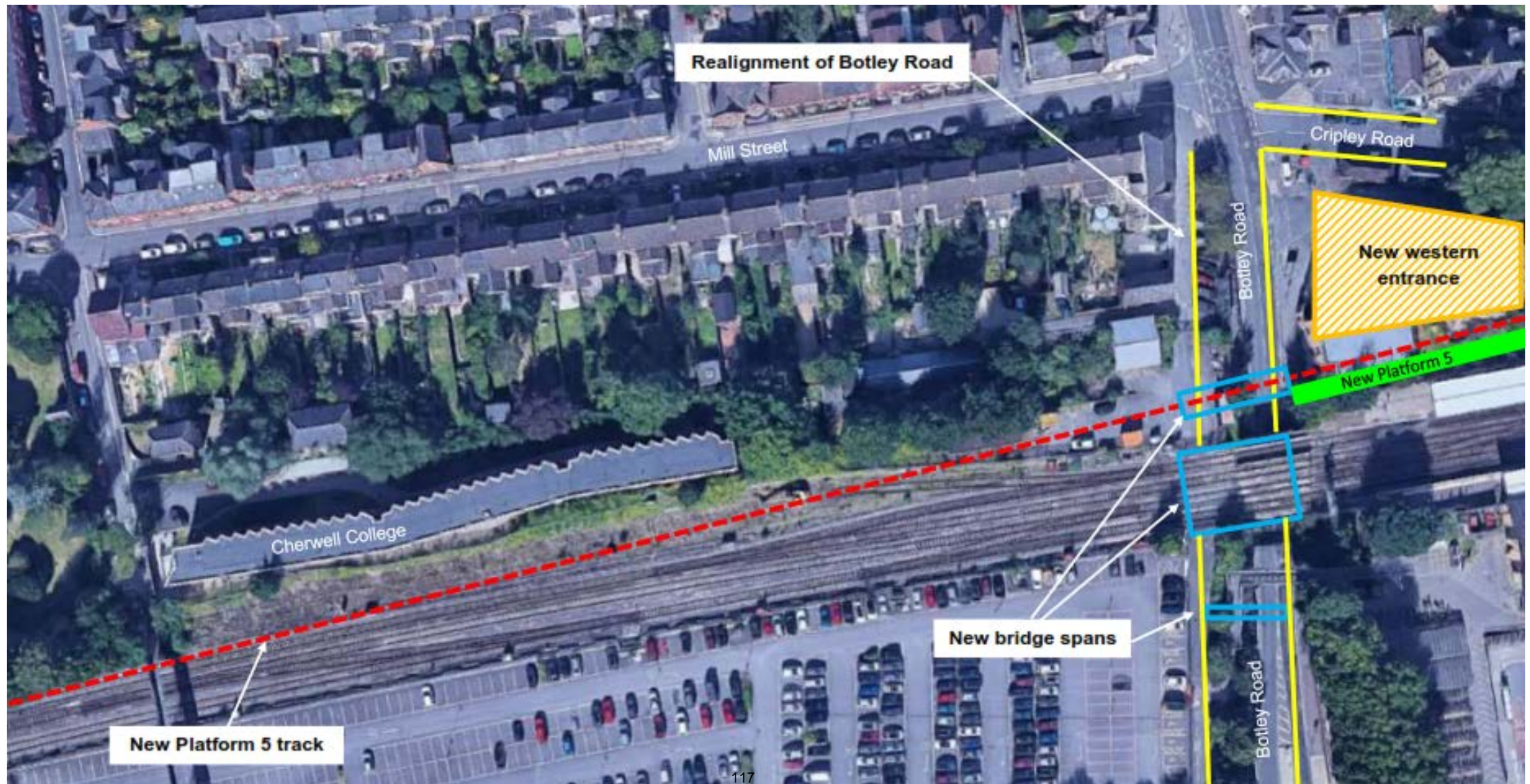
## Western station entrance: New indicative concept visualisations



- Western station entrance is designed to cater for approximately 20 % of station users.
- The opportunity exists for a combined operational western entrance building and commercial development which we are exploring. The floorplan is anticipated to remain as per the baseline shown.

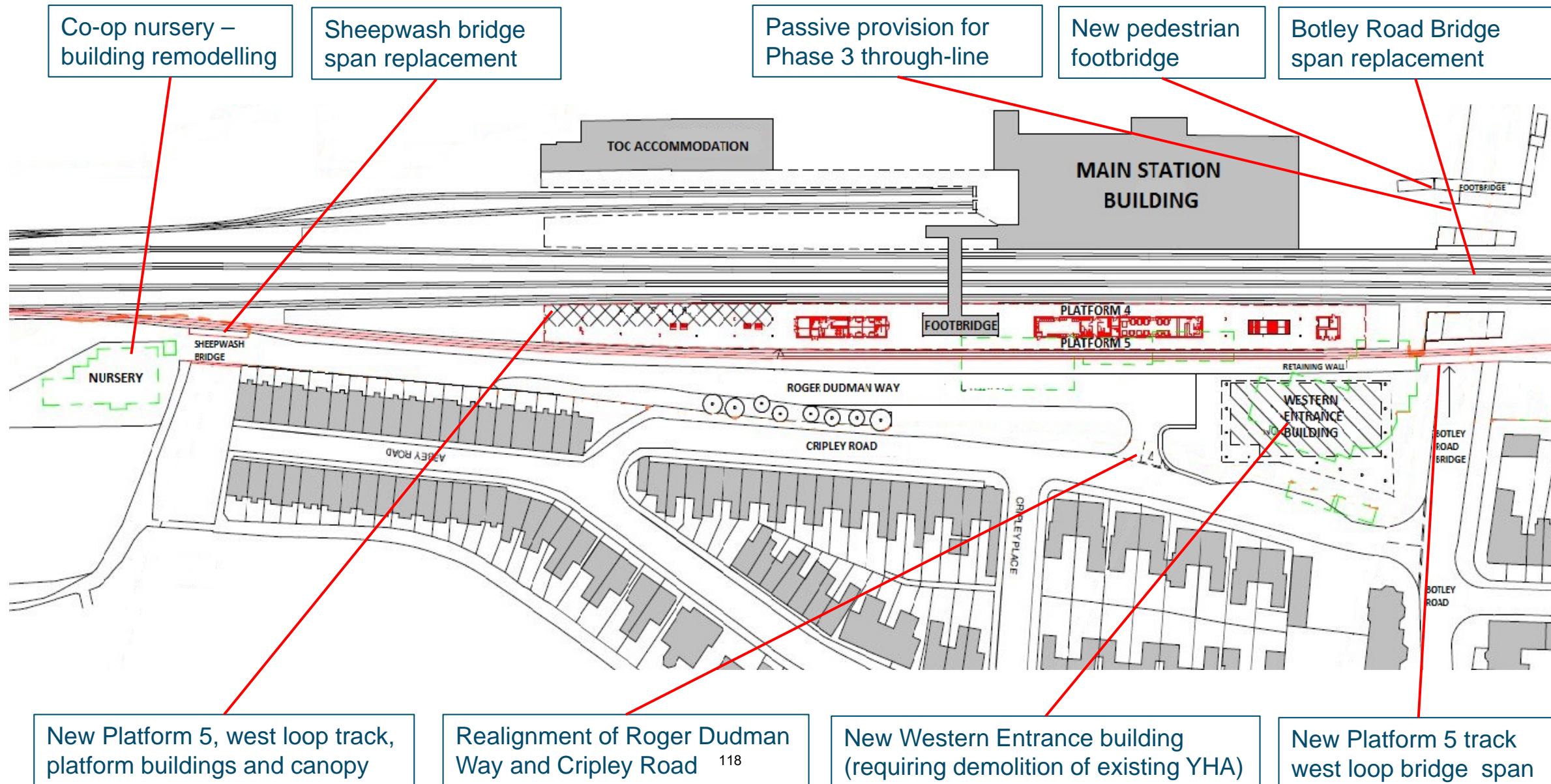


# Phase 2C & 2D – Station South Side General Arrangement

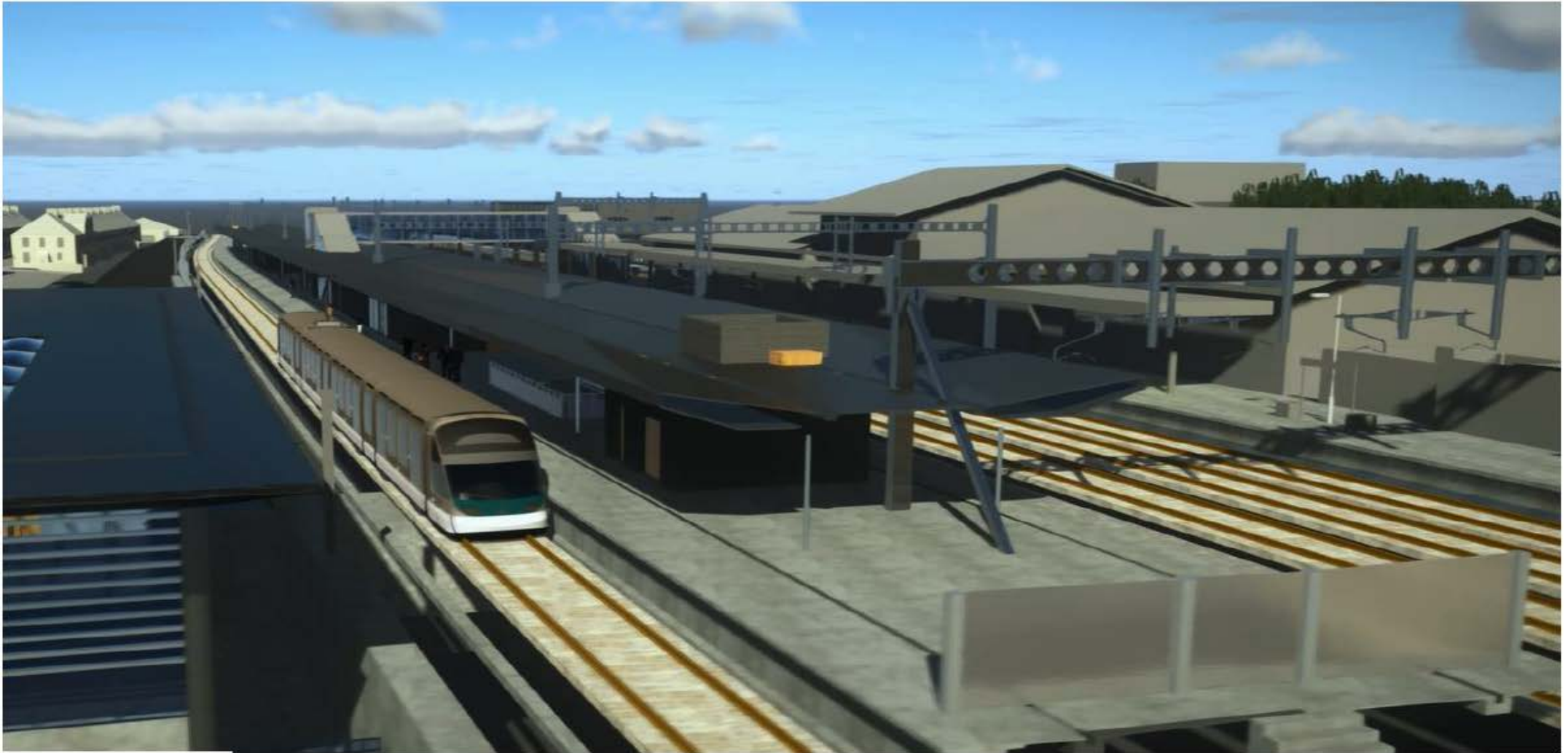




# Oxford Phase 2D - Station Area Scope Overview



## Phase 2D - New Platform and Station facilities:



- Increased platform canopy coverage
- New west side station entrance
- New/additional staff and passenger waiting, café/retail facilities etc
- Note that electrification shown in this image will not be delivered as part of this project



## Phase 2D - West Station Entrance: Indicative concept visualisations

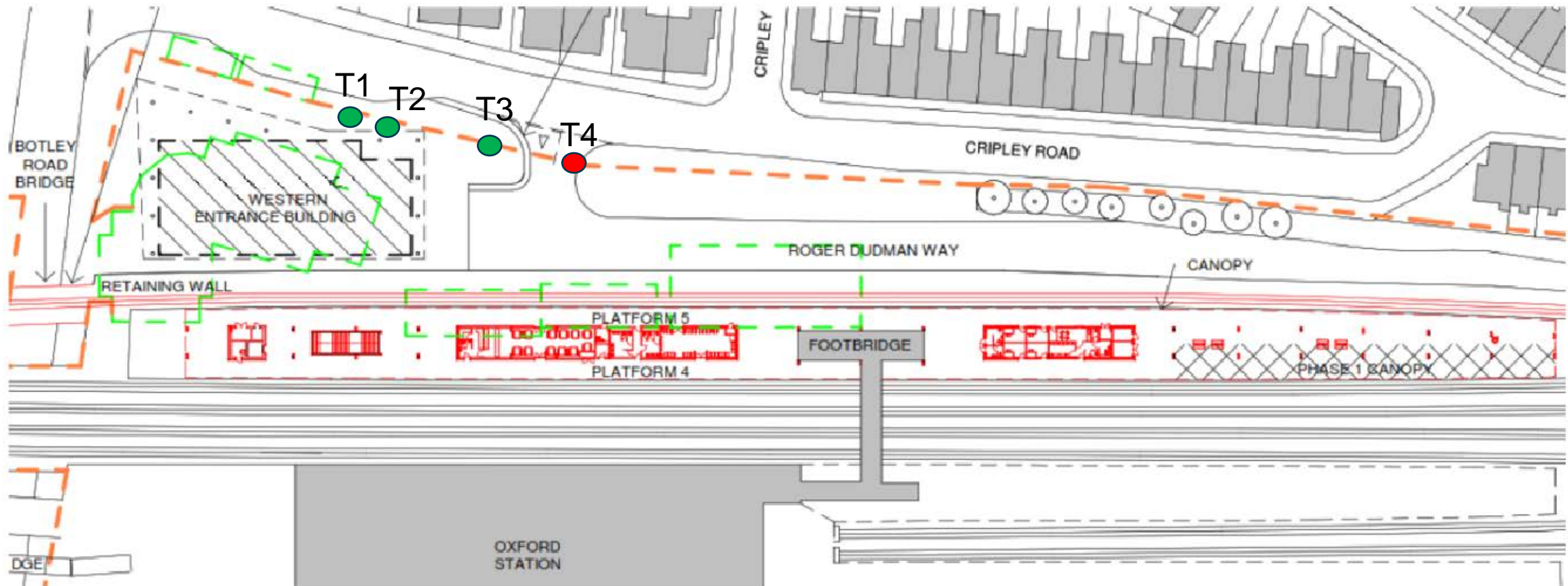


The design/ development of the new west-side station building proposals are ongoing and further details will be shared in the coming months.

The opportunity exists for a combined operational western entrance building and commercial development which we are exploring and may drive a separate planning application at a later date.



## Phase 2D - Station West Side General Arrangement, Highways Layout and Existing Trees:



- Implementation will require 1 of the existing trees (T4) to be removed. Mitigation options to be discussed
- Station drop off/pickup facilities have been removed from outside Western Entrance building to mitigate increase in traffic levels
- Cycle parking to be provided on west side

## Environmental Impact Assessment:

Network Rail are working with consultants Jacobs on an Environmental Impact Assessment (EIA) for the station works. Details of the scope of the Environmental Statement (ES) are now agreed with technical experts which has involved the City Council Planners formally consulting with their own officers as well as the following bodies:

- Canal and River Trust
- Environment Agency
- Control of major-accident hazards competent authority (COMAH)
- Garden History Society
- Health and Safety Executive
- Oxfordshire County Council (Local Highway Authority and Flood Authority)
- Highways England
- Historic England
- South Oxfordshire District Council, Cherwell District Council, Vale of White Horse District Council and West Oxfordshire District Council as the neighbouring planning authorities
- Natural England
- Thames Water
- Oxfordshire Fire Service
- Thames Valley Police



# Indicative High-Level Programme – Key dates:

- January 2021 - Funding being sought to progress detailed design and enabling works
- May 2021 – Transport and Works Act Order (TWAO) submission to the DfT for land purchase and ‘Prior Approval’ submission to Oxford City Council.
- April 2022 – Final funding ask for full implementation of scheme
- November 2022 – commence highway works on Roger Dudman Way
- December 2022 - Botley Road Bridge (pedestrian element), additional platform face and station buildings
- April 2023 – Botley Road Bridge (bridge and highways)
- November 2023 – West end station entrance
- December 2024 – Entry into Service

	Start	Finish	2020				2021				2022				2023				2024			
GRIP 5 Design			Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
GRIP 5 design - main station area/Botley	Oct-21	Nov-22																				
	Start	Finish	2020				2021				2022				2023				2024			
GRIP 6 Construction			Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
GRIP 6 - main station area/ Botley Road	Nov-22	Dec-24																				
Roger Dudman Way realignment & Sheepwash bridge	Nov-22	Sep-23																				
Botley Road pedestrian bridge	Dec-22	Mar-23																				
Botley Road bridge and highway works	Apr-23	Dec-23																				
Platform 5, buildings and canopy	Dec-22	Nov-24																				
Western entrance construction	Nov-23	Nov-24																				
Entry into Service		Dec-24																				

◆ 100 hr possession August 2023

## Public Engagement Plans(January – March 2021):

### January

- Local Ward Councillors (Cripsey Rd and Mill Street)
- Cripsey Rd and Mill Street (via Residents Association)
- MPs
- OXLeP

### February

- Network Rail Design Review/Oxford Design Panel
- Oxford Preservation Trust

### March

- Wider City/County Councillors
- Wider Public Engagement

# Key Interfacing Projects:

## Oxford Masterplan:

- Working with Oxford City and County Councils and their consultants, we are supporting further master planning to understand development opportunities for the wider station area that incorporate additional capacity requirements for future growth in rail, as well as improvements to the wider realm and environment for the station area to transform the gateway to the City.
- The Oxford Phase 2 scheme forms the baseline state from which the Oxford Masterplan designs will build upon
- Consultation on options is anticipated later this year.



## Electrification:

- The Oxford Phase 2 scheme is futureproofed for electrification of the railway, which will bring cleaner, quieter trains. Electrification remains a regional priority.
- Osney Mead bridge



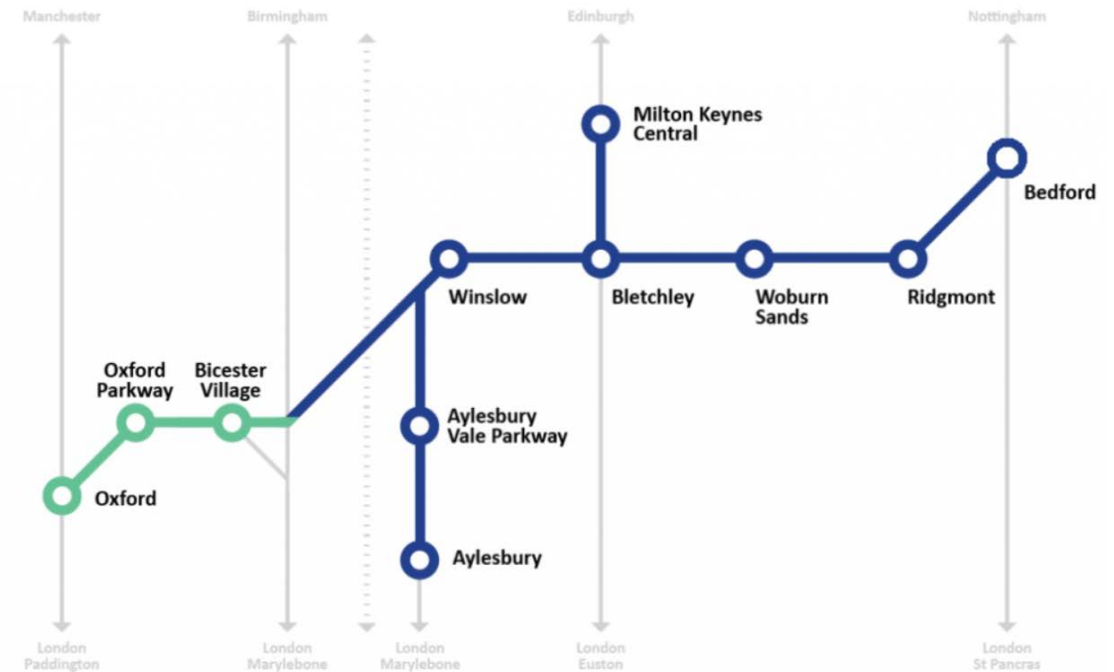
# Key Interfacing Projects cont'd:

## East West Rail

- A new direct east-west rail link between Oxford and Cambridge, and beyond. Serving communities across the area, it will cater for future growth, bring faster journey times and lower transport costs as well as easing pressure on local roads. This will support the thriving OxCam Arc of science and business.
- Initial funding for a East West Rail Phase 2 has been achieved for two trains per hour into Oxford from 2024
- Development continues for further service enhancements and configuration states for four trains per hour into Oxford around 2027. Further infrastructure will be required for this.
- The Oxford Phase 2 scheme provides platform and pedestrian flow capacity at Oxford station to support these services.

**east west**  
RAIL

**NetworkRail**



- EWR are preparing a non-statutory consultation for spring/summer 21 prior to formal Development Consent Order towards the end of 2021

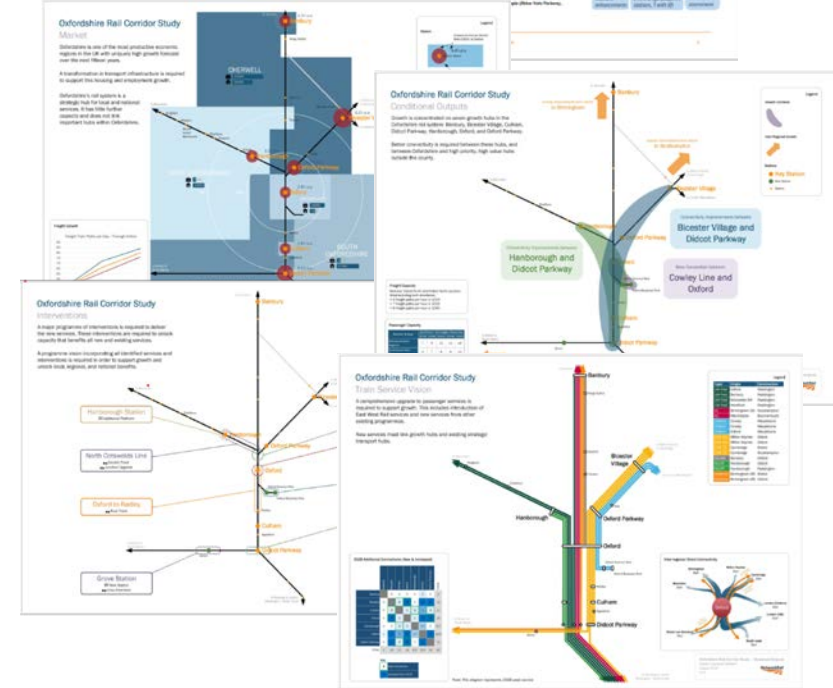
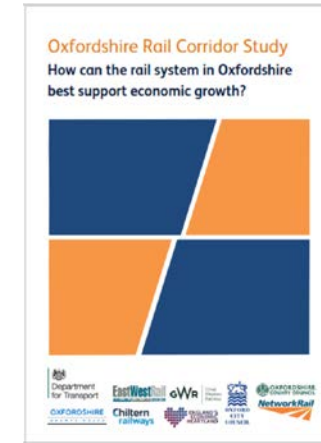
# Key Interfacing Projects cont'd:

## Oxfordshire Rail Corridor Study (ORCS)

- The Oxfordshire Rail Corridor Study (ORCS) assesses the impacts of planned growth in jobs and housing on Oxfordshire's rail system and identifies the role that rail can play to support the delivery of that growth, reflecting and utilising the ambitions of the Housing and Growth Deal and the Oxfordshire Local Industrial Strategy
- The study identifies a suite of conditional outputs to deliver the growth and identifies strategic rail interventions required to transport that growth.
- Collaboratively produced between NR, the DfT, Oxfordshire County Council, Oxford City Council, East West Rail Company, the North Cotswolds Taskforce and principal train operators.

## Oxfordshire Connect:

- Will be the vehicle to take forward these strategic outputs drawn together into an integrated industry programme for all schemes across Oxfordshire





# Questions?



Gateley Hamer  
One Eleven Edmund Street  
Birmingham  
B3 2HJ

Network Rail  
Floor 4 Davidson House  
Forbury Square  
Reading  
RG1 2EU  
07710961230

18 August 2021

**Re: The Network Rail (Oxford Station Phase 2 Improvements (Land Only)) Order 2021 - Oxford University Objection**

Dear Ian,

I am writing in response to the TWAO objection received on the 21<sup>th</sup> July 2021 and follow up call with you and Oxford University representatives on 16<sup>th</sup> August 2021.

Following this call Network Rail would like to provide further reassurance to Oxford University and yourself on the remaining issues that were discussed on the recent call.

1. **Foot and vehicluur bridge design and construction:** Network Rail has shared GRIP 4 - outline designs (approval in principle) with the University and agreed to pay the reasonable costs of an Engineer appointed by the University to review the Bridge designs at specific milestone (to be agreed with Oxford University) through the detailed design process. These bridge designs will emerge towards the end of 2021/early 2022 when a GRIP 5 (detailed design) contractor (design and build) is appointed. We would like to reiterate that Network Rail is committed to working with the University to design the replacement bridge to an agreed specification to ensure Oxford University will not be put in any worse position in terms of maintenance costs than it currently endures. It should be noted that the new bridge including abutments will be deigned and built in accordance with Euro Codes and Network Rail standards with a projected design life of 120 years. A site visit has been offered with the Senior Project Engineer for the Oxford Phase 2 project to discuss the technical details.
2. **Utilities:** Network Rail acknowledge Oxford University's concerns around disruption to utilities and would like to reassure you that Network Rail and its contractors have significant experience of managing fibre networks during bridge replacements both in the Western Region and across the wider rail network. The rail network contains a significant presence of fibre optic cables, including for safety critical systems for which continuity must be maintained. Network Rail will continue to liaise and work collaboratively with the University regarding detailed surveys and the works methodology as it emerges. The GRIP 5-8 contractor will design the works methodology and deliver this.



3. **Co-op Nursery Land Transfer:** As per the Heads of Terms issued on 10 May 2021, Network Rail will transfer such portions of land, and grant rights to the University as required for the replacement road/pedestrian Bridge span. Specific questions around the land and retaining structures would be best discussed on a site visit with the Senior Project Engineer for the Network Rail scheme.

Yours Sincerely,

**Chris Nash**  
Senior Sponsor



**From:** Mytton, David - Law & Governance <David.Mytton@Oxfordshire.gov.uk>  
**Sent:** 08 October 2021 15:02  
**To:** TRANSPORTINFRASTRUCTURE <TRANSPORTINFRASTRUCTURE@dft.gov.uk>  
**Cc:** Rawson, David - Communities <David.Rawson@Oxfordshire.gov.uk>  
**Subject:** RE: Inquiry notice - Proposed NR (Oxford Station Phase 2 Improvements (Land Only)) Order

Dear Fergus, I now have authority to withdraw the Council's objection, as an agreement between the Council and Network Rail is circulating for signature.

Is an email sufficient to withdraw the objection or do you require more? Kind regards  
David

David Mytton  
Solicitor (Legal Services)  
Directorate for Commercial Development, Assets and Investment  
Oxfordshire County Council

**Mobile:** 07392 318904 **Email:** [david.mytton@oxfordshire.gov.uk](mailto:david.mytton@oxfordshire.gov.uk)  
[www.oxfordshire.gov.uk](http://www.oxfordshire.gov.uk)  
Oxfordshire County Council, County Hall, New Road, Oxford, OX1 1ND  
**DX:** 4310 Oxford

**From:** Vikki Carter <Vikki.Carter@networkrail.co.uk>

**Sent:** 03 July 2020 09:54

**To:** jennifer.goold@midcounties.coop

**Subject:** Oxford Station enhancement project

Dear Jenny,

Many thanks for responding to my enquiry so quickly.

As discussed, our designers have sought to be able to maintain your building with the minimum impact possible. I've attached a drawing but clipped out the detail around your property below.... (the red hatching is the realigned road and the cross-hatching is the pavement)



It would be really useful if we could understand a bit more about how the building is constructed and how you use this part of it to see what may be possible. I appreciate that this is bad timing with Covid issues but would it be possible for one of our engineers to come and have a look inside? We would of course follow any procedures you require and attend at a time of day to suit your staff. In addition if you have any drawings or photos you would be happy to share this would also be useful.

Kind regards,



**Vikki Carter**

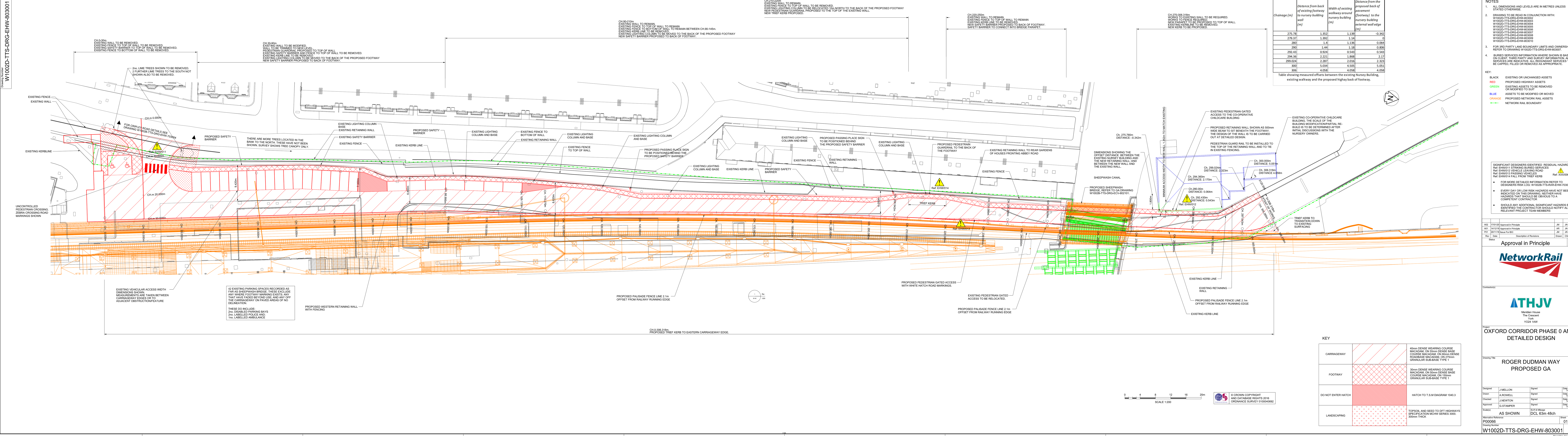
Project Surveyor

Network Rail Property (Wales and Western)

SN1, Station Road, Swindon, SN1 1DG

07710 959753





Chainage (m)	Distance from back of existing footway to nursery building wall (m)	Width of existing walkway around nursery building (m)	Distance from the proposed back of pavement (footway) to the nursery building external wall edge (m)
275.78	1.352	1.139	-0.342
279.37	1.392	1.14	0
280	1.4	1.136	0.064
290	1.44	1.18	0.806
292.43	0.924	0.543	0.543
294.36	2.221	1.868	2.17
299.024	2.287	2.016	2.323
300	5.034	4.505	5.051
306	4.058	4.058	4.058

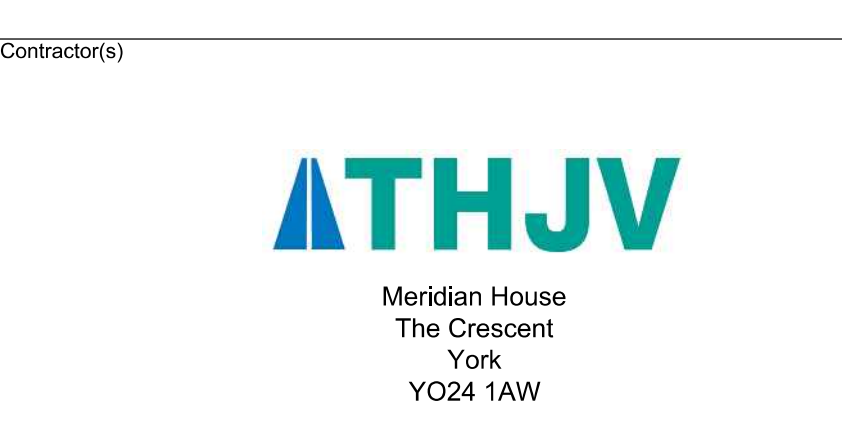
Table showing measured offsets between the existing Nursery Building, existing walkway and the proposed highway back of footway.

- NOTES
- ALL DIMENSIONS AND LEVELS ARE IN METRES UNLESS STATED OTHERWISE.
  - DRAWING TO BE READ IN CONJUNCTION WITH:  
W1002D-TTS-DRG-EHW-803002  
W1002D-TTS-DRG-EHW-803003  
W1002D-TTS-DRG-EHW-803004  
W1002D-TTS-DRG-EHW-803005  
W1002D-TTS-DRG-EHW-803006  
W1002D-TTS-DRG-EHW-803007  
W1002D-TTS-DRG-EHW-803008  
W1002D-TTS-DRG-EHW-803009  
W1002D-TTS-DRG-EHW-803010
  - FOR 3RD PARTY LAND BOUNDARY LIMITS AND OWNERSHIP REFER TO DRAWING W1002D-TTS-DRG-EHW-803007.
  - BURIED SERVICES INFORMATION WHERE SHOWN IS BASED ON CLIENT, THIRD PARTY AND SURVEY INFORMATION. ALL SERVICES ARE INDICATIVE. ALL REDUNDANT SERVICES TO BE CAPPED, FILLED OR REMOVED AS APPROPRIATE.
- KEY:
- EXISTING OR UNCHANGED ASSETS
  - PROPOSED HIGHWAY ASSETS
  - EXISTING ASSETS TO BE REMOVED OR MODIFIED TO SUIT
  - ASSETS TO BE MODIFIED OR MOVED
  - PROPOSED NETWORK RAIL ASSETS
  - NETWORK RAIL BOUNDARY

- SIGNIFICANT DESIGNERS IDENTIFIED RESIDUAL HAZARDS
- Ref: EHW011 STRIKING BURIED SERVICES
  - Ref: EHW012 VEHICLE LEAVING ROAD
  - Ref: EHW013 PASSING VEHICLES
  - Ref: EHW014 FALL FROM TRIEF KERB
  - Ref: XXX000
- FOR MORE DETAILED INFORMATION REFER TO DESIGNERS RISK LOG: W1002B-TTS-DRG-EHW-70001
  - EVERY DAY OR LOW RISK HAZARDS HAVE NOT BEEN INDICATED ON THIS DRAWING. NEITHER HAVE HAZARDS THAT SHOULD BE OBVIOUS TO A COMPETENT CONTRACTOR
  - SHOULD ANY ADDITIONAL SIGNIFICANT HAZARDS BE IDENTIFIED THE CONTRACTOR SHOULD NOTIFY ALL RELEVANT PROJECT TEAM MEMBERS

Rev	Date	Description of Revision	Drawn	Check	Approved
A02	17/01/2021	Approval in Principle	JM	JN	JN
A01	14/12/2018	Approval in Principle	AR	JN	GS
P01	29/11/18	Issue For IBC	JM	JN	JN

Status: Approved in Principle



Project: OXFORD CORRIDOR PHASE 0 AND 1 DETAILED DESIGN

Drawing Title: ROGER DUDMAN WAY PROPOSED GA

Designed	J. MELLON	Signed		Date	4/12/2018
Drawn	A. ROWELL	Signed		Date	4/12/2018
Checked	J. NEWTON	Signed		Date	4/12/2018
Approved	G. STAMPER	Signed		Date	4/12/2018
Scale(s)	AS SHOWN	E/R & M/scale	DCL 63m 48ch	Sheet	01 of 01
Drawing Number	P00066	Revision			

W1002D-TTS-DRG-EHW-803001 A02



**From:** Rebecca Collins <Rebecca.Collins@networkrail.co.uk>  
**Sent:** 22 January 2021 14:32  
**To:** Gwyn Church <gwyn.church@savills.com>  
**Subject:** RE: Midcounties Coop - Oxford Station Enhancement Project

OFFICIAL

Hi Gwyn,

Many thanks for your email. Please find attached the plans showing the extent of the Red Line Boundary. I will have a presentation to run through next week to provide an overview of the project.

Please do not hesitate to contact me in the meantime if any queries.

Kind regards,



**Rebecca Collins MSc MRICS FAAV**  
Senior Surveyor, Western Route

07515 620 306

[Rebecca.Collins@networkrail.co.uk](mailto:Rebecca.Collins@networkrail.co.uk)



**From:** Gwyn Church <[gwyn.church@savills.com](mailto:gwyn.church@savills.com)>  
**Sent:** 21 January 2021 12:05  
**To:** Rebecca Collins <[Rebecca.Collins@networkrail.co.uk](mailto:Rebecca.Collins@networkrail.co.uk)>  
**Subject:** RE: Midcounties Coop - Oxford Station Enhancement Project

Morning Rebecca

To help me better understand the extent of the scheme, and ahead of our call, I wondered if you could email plans showing the full extent of the project?

Kind regards

Gwyn

**Gwyn Church BSc (Hons) MRICS FAAV**  
Associate  
Compulsory Purchase

Savills, 33 Margaret Street , London W1G 0JD





Tel : +44 (0) 203 618 3583  
Mobile : +44 (0) 7811 676 688  
Email : [gwyn.church@savills.com](mailto:gwyn.church@savills.com)  
Website : <http://www.savills.co.uk>

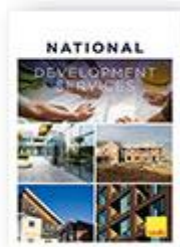


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**From:** Rebecca Collins [<mailto:Rebecca.Collins@networkrail.co.uk>]

**Sent:** 20 January 2021 11:46

**To:** Gwyn Church <[gwyn.church@savills.com](mailto:gwyn.church@savills.com)>

**Cc:** Kirk Macdiarmid <[KMacdiarmid@savills.com](mailto:KMacdiarmid@savills.com)>

**Subject:** RE: Midcounties Coop - Oxford Station Enhancement Project [Filed 20 Jan 2021 11:49]

**EXTERNAL EMAIL: Be cautious when opening attachments or clicking links**

OFFICIAL

Morning Gwyn,

Yes, that's absolutely fine and sounds sensible.

Kind regards,



**Rebecca Collins MSc MRICS FAAV**  
Senior Surveyor, Western Route

07515 620 306

[Rebecca.Collins@networkrail.co.uk](mailto:Rebecca.Collins@networkrail.co.uk)



**From:** Gwyn Church <[gwyn.church@savills.com](mailto:gwyn.church@savills.com)>

**Sent:** 20 January 2021 11:35

**To:** Rebecca Collins <[Rebecca.Collins@networkrail.co.uk](mailto:Rebecca.Collins@networkrail.co.uk)>

**Cc:** Kirk Macdiarmid <[KMacdiarmid@savills.com](mailto:KMacdiarmid@savills.com)>

**Subject:** RE: Midcounties Coop - Oxford Station Enhancement Project

Morning Rebecca

Thank you for your time on the phone yesterday and the below email confirming to our hourly rates. In terms of a fee estimate, we will provide this following our call and once we have a greater understanding of the scheme and its effect on our client property. I hope this is satisfactory.

We look forward to speaking next Wednesday

Kind regards

Gwyn

**Gwyn Church BSc (Hons) MRICS FAAV  
Associate  
Compulsory Purchase**

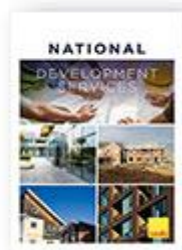
Savills, 33 Margaret Street, London W1G 0JD



Tel : +44 (0) 203 618 3583  
Mobile : +44 (0) 7811 676 688  
Email : [gywn.church@savills.com](mailto:gywn.church@savills.com)  
Website : <http://www.savills.co.uk>



Before printing, think about the environment



**From:** Rebecca Collins [<mailto:Rebecca.Collins@networkrail.co.uk>]

**Sent:** 20 January 2021 09:16

**To:** Gwyn Church <[gywn.church@savills.com](mailto:gywn.church@savills.com)>

**Cc:** Kirk Macdiarmid <[KMacdiarmid@savills.com](mailto:KMacdiarmid@savills.com)>

**Subject:** RE: Midcounties Coop - Oxford Station Enhancement Project

**EXTERNAL EMAIL: Be cautious when opening attachments or clicking links**

OFFICIAL

Subject to Contract

Dear Gwyn,

Thank you for your email. Further to our conversation yesterday, I write, as promised, to outline the next steps.

I would be grateful if you could provide a fixed fee estimate to prepare heads of claim and provide initial advice to your client. Whilst my client does not object to the hourly rates quoted, even though these are higher than normal, Network Rail is not in a position to agree an uncapped amount. We would kindly request that, in accordance with RICS Professional Statement 'Surveyors advising in respect of compulsory purchase and statutory compensation', that less specialist work and tasks are undertaken by more junior members of your firm, where appropriate/possible.

I have sent an invite for an MS Teams meeting next week, where I will provide an overview of the project and outline the land acquisition requirements. In the meantime, please find attached a plan, indicating the permanent land take shaded pink and the temporary requirement shaded green.

I look forward to meeting with you next week.

Kind regards,



**Rebecca Collins MSc MRICS FAAV**  
Senior Surveyor, Western Route

07515 620 306

[Rebecca.Collins@networkrail.co.uk](mailto:Rebecca.Collins@networkrail.co.uk)



**From:** Gwyn Church <[gwyn.church@savills.com](mailto:gwyn.church@savills.com)>  
**Sent:** 12 January 2021 16:34  
**To:** Rebecca Collins <[Rebecca.Collins@networkrail.co.uk](mailto:Rebecca.Collins@networkrail.co.uk)>  
**Cc:** Kirk Macdiarmid <[KMacdiarmid@savills.com](mailto:KMacdiarmid@savills.com)>  
**Subject:** Midcounties Coop - Oxford Station Enhancement Project

Dear Rebecca

I email in relation to the Oxford Train Station Enhancement Project and to confirm that we have recently been instructed by The Midcounties Cooperative Ltd in relation to its property, 1 Roger Dudman Way, Oxford, which is potentially subject to part acquisition as a result of the Oxford Station Enhancement Project.

I understand it is Network Rails intention to submit a Transport and Works Act Order application this spring – is this still the case, or has there been any delays in light of the Covid pandemic?

I would be grateful if you could please confirm that Network Rail will provide a fee undertaking for our clients professional fees in this matter. I outline our hourly rates below and attached the signed Terms of Business.

Director - £315 / hour  
Associate Director - £260 / hour  
Associate - £185 / hour  
Surveyor - £160 / hour  
Disbursements and VAT are in addition.

The work will predominantly be undertaken by Kirk Macdiarmid (Director) and myself (Associate).

I would also be grateful if you could provide us any information which you feel would be helpful to us to better understand the impacts of the scheme on our clients property.

I hope I have provided all the information you require and I look forward to hearing from you.

Kind regards

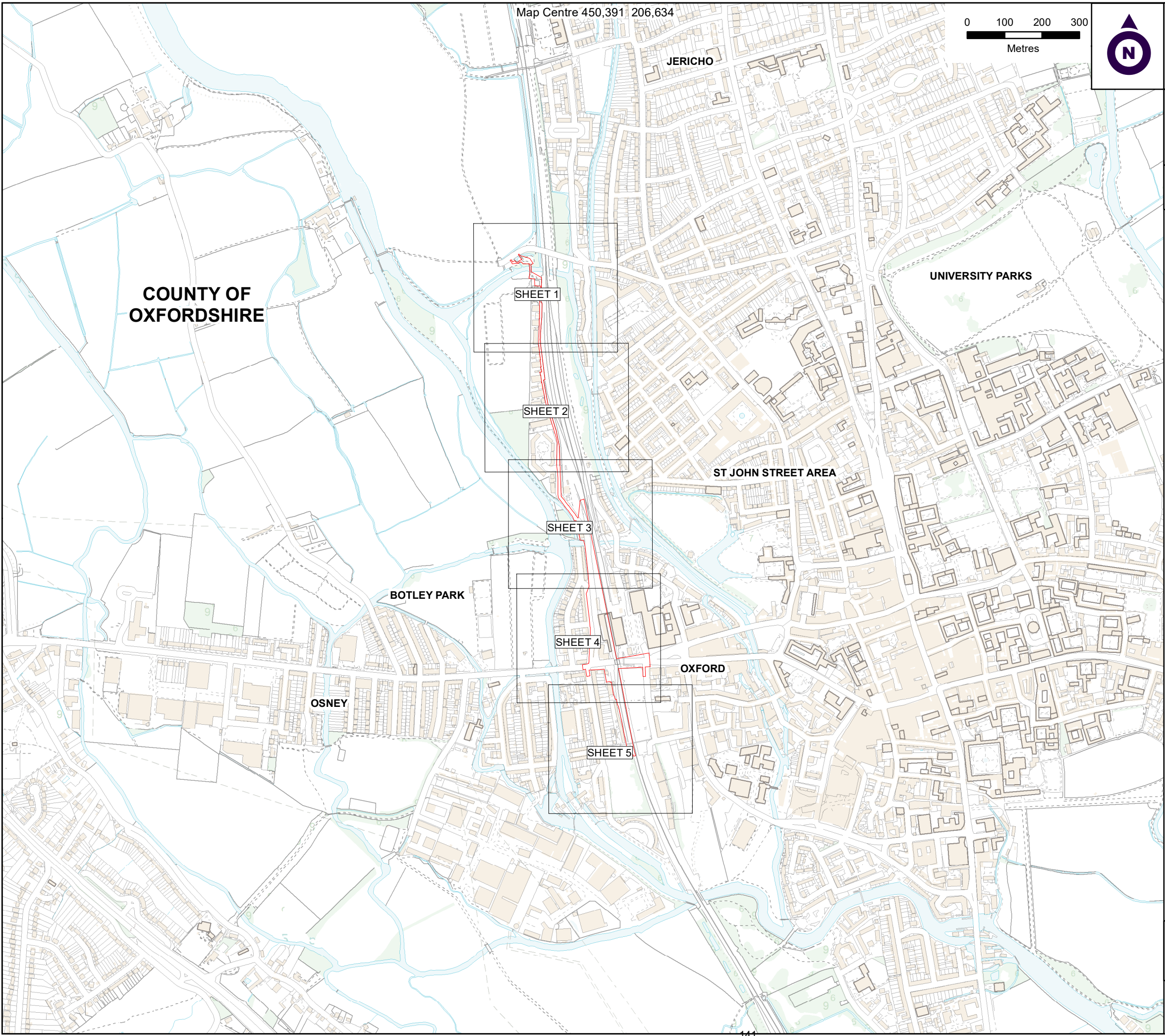
Gwyn

**Gwyn Church BSc (Hons) MRICS FAAV**  
**Associate**  
**Compulsory Purchase**

Savills, 33 Margaret Street , London W1G 0JD  
Tel : +44 (0) 203 618 3583  
Mobile : +44 (0) 7811 676 688  
Email : [gwyn.church@savills.com](mailto:gwyn.church@savills.com)  
Website : <http://www.savills.co.uk>







Map Centre 450,391 206,634

0 100 200 300  
Metres



**THE NETWORK RAIL  
(OXFORD CORRIDOR PHASE 2)  
ORDER**

LOCATION PLAN

**Note:**  
The area enclosed by any limit of deviation or by any limit of land  
to be acquired or used is the area extending to the outer edge of the line  
marking those limits.

Scale: 1:10000 @A3 Date: 07 January 2021  
Drawn by: JJF Dwg no: **J0038688-21-00a**




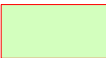







**THE NETWORK RAIL  
(OXFORD CORRIDOR PHASE 2)  
ORDER**

SHEET 1 OF 5

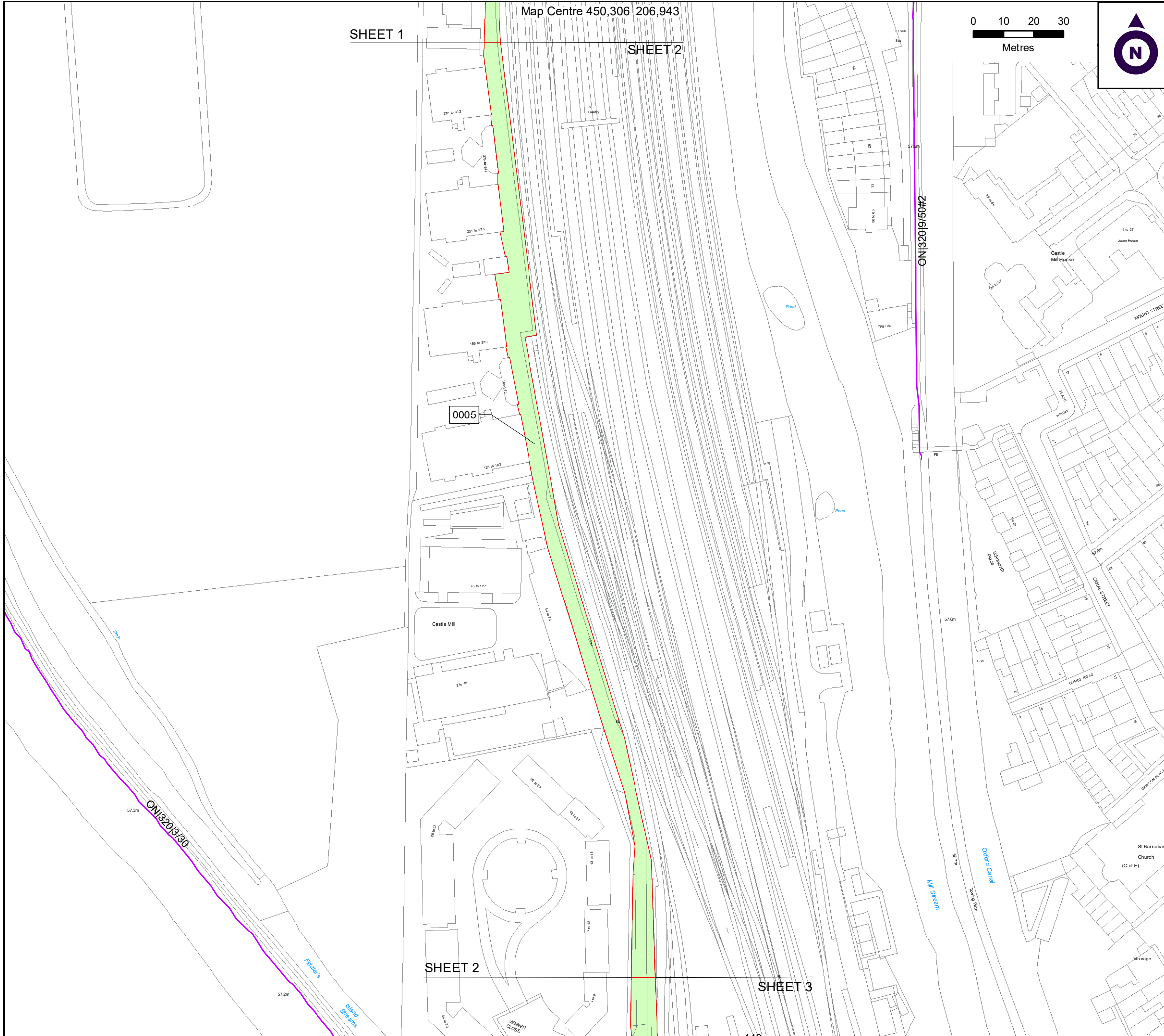
## KEY

-  LIMITS OF LAND TO BE ACQUIRED OR USED (LLAU)  
 LIMITS OF LAND TO BE PERMANENTLY ACQUIRED  
 EXISTING NETWORK RAIL LAND WITHIN THE LLAU  
 LIMITS OF LAND TO BE TEMPORARILY ACQUIRED  
 LIMITS OF LAND WHEREBY TEMPORARY RIGHTS ARE TO BE ACQUIRED  
 EXISTING PUBLIC RIGHT OF WAY  
 CUT LINE

**Note:**  
The area enclosed by any limit of deviation or by any limit of land to be acquired or used is the area extending to the outer edge of the line marking those limits.

Scale: 1:1250 @A3 Date: 14 January 2021  
 Drawn by: JJF Dwg no: **J0038688-21-01b**












# THE NETWORK RAIL (OXFORD CORRIDOR PHASE 2) ORDER

SHEET 2 OF 5

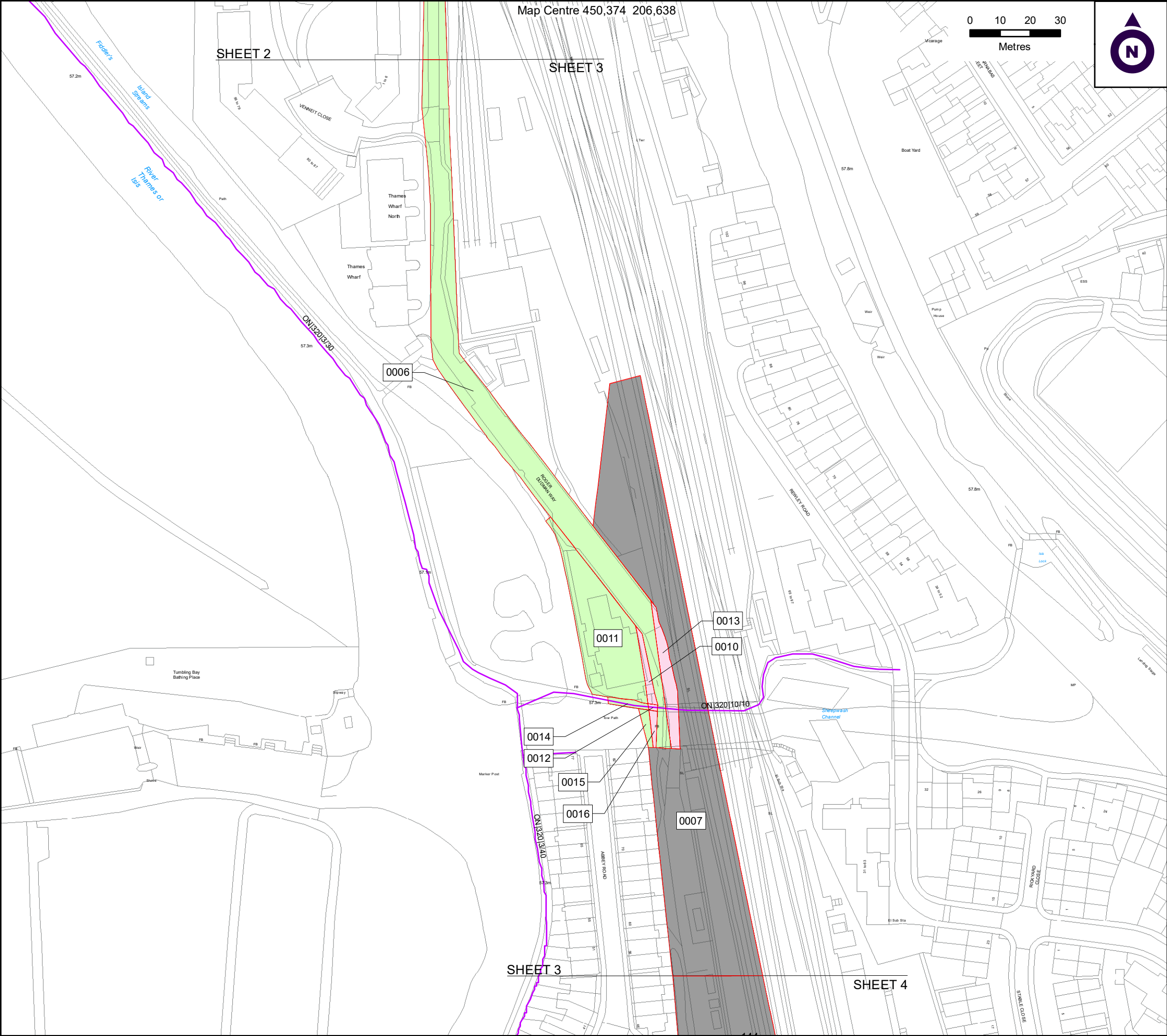
## KEY

-  LIMITS OF LAND TO BE ACQUIRED OR USED (LLAU)
  -  LIMITS OF LAND TO BE PERMANENTLY ACQUIRED
  -  EXISTING NETWORK RAIL LAND WITHIN THE LLAU
  -  LIMITS OF LAND TO BE TEMPORARILY ACQUIRED
  -  LIMITS OF LAND WHEREBY TEMPORARY RIGHTS ARE TO BE ACQUIRED
  -  EXISTING PUBLIC RIGHT OF WAY
  -  CUT LINE

**Note:**  
The area enclosed by any limit of deviation or by any limit of land to be acquired or used is the area extending to the outer edge of the line marking those limits.

Scale: 1:1250    @A3    Date: 14 January 2021

Drawn by: JJF      Dwg no: **J0038688-21-02b**



**THE NETWORK RAIL  
(OXFORD CORRIDOR PHASE 2)  
ORDER**

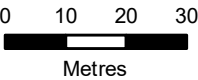
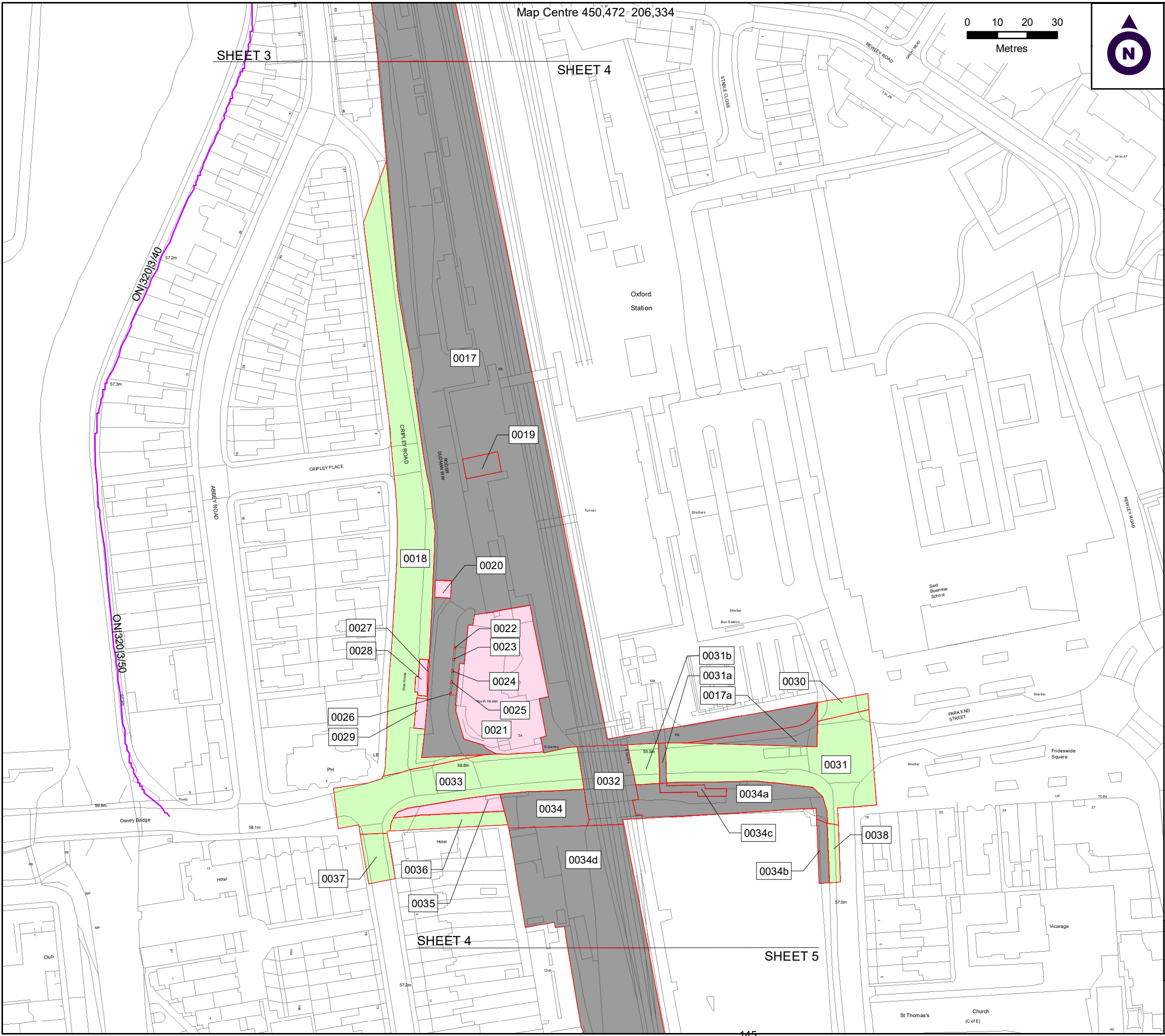
SHEET 3 OF 5

**KEY**

- LIMITS OF LAND TO BE ACQUIRED OR USED (LLAU)
- LIMITS OF LAND TO BE PERMANENTLY ACQUIRED
- EXISTING NETWORK RAIL LAND WITHIN THE LLAU
- LIMITS OF LAND TO BE TEMPORARILY ACQUIRED
- LIMITS OF LAND WHEREBY TEMPORARY RIGHTS ARE TO BE ACQUIRED
- EXISTING PUBLIC RIGHT OF WAY
- CUT LINE

**Note:**  
The area enclosed by any limit of deviation or by any limit of land to be acquired or used is the area extending to the outer edge of the line marking those limits.

Scale: 1:1250 @A3 Date: 14 January 2021  
Drawn by: JJF Dwg no: **J0038688-21-03b**



# THE NETWORK RAIL (OXFORD CORRIDOR PHASE 2) ORDER

SHEET 4 OF 5

## KEY

- LIMITS OF LAND TO BE ACQUIRED OR USED (LLAU)
- LIMITS OF LAND TO BE PERMANENTLY ACQUIRED
- EXISTING NETWORK RAIL LAND WITHIN THE LLAU
- LIMITS OF LAND TO BE TEMPORARILY ACQUIRED
- LIMITS OF LAND WHEREBY TEMPORARY RIGHTS ARE TO BE ACQUIRED
- EXISTING PUBLIC RIGHT OF WAY
- CUT LINE

Note:  
The area enclosed by any limit of deviation or by any limit of land to be acquired or used is the area extending to the outer edge of the line marking those limits.

Scale: 1:1250 @A3 Date: 14 January 2021  
Drawn by: JJF Dwg no: J0038688-21-04b





**From:** Rebecca Collins <Rebecca.Collins@networkrail.co.uk>  
**Sent:** 22 January 2021 14:32  
**To:** Gwyn Church <gwyn.church@savills.com>  
**Subject:** RE: Midcounties Coop - Oxford Station Enhancement Project

OFFICIAL

Hi Gwyn,

Many thanks for your email. Please find attached the plans showing the extent of the Red Line Boundary. I will have a presentation to run through next week to provide an overview of the project.

Please do not hesitate to contact me in the meantime if any queries.

Kind regards,



**Rebecca Collins MSc MRICS FAAV**  
Senior Surveyor, Western Route

07515 620 306

[Rebecca.Collins@networkrail.co.uk](mailto:Rebecca.Collins@networkrail.co.uk)



**From:** Gwyn Church <[gwyn.church@savills.com](mailto:gwyn.church@savills.com)>  
**Sent:** 21 January 2021 12:05  
**To:** Rebecca Collins <[Rebecca.Collins@networkrail.co.uk](mailto:Rebecca.Collins@networkrail.co.uk)>  
**Subject:** RE: Midcounties Coop - Oxford Station Enhancement Project

Morning Rebecca

To help me better understand the extent of the scheme, and ahead of our call, I wondered if you could email plans showing the full extent of the project?

Kind regards

Gwyn

**Gwyn Church BSc (Hons) MRICS FAAV**  
Associate  
Compulsory Purchase

Savills, 33 Margaret Street , London W1G 0JD



Tel : +44 (0) 203 618 3583  
Mobile : +44 (0) 7811 676 688  
Email : [gwyn.church@savills.com](mailto:gwyn.church@savills.com)  
Website : <http://www.savills.co.uk>

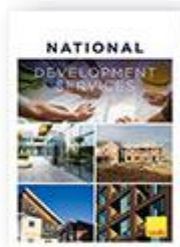


Before printing, think about the environment

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**From:** Rebecca Collins [<mailto:Rebecca.Collins@networkrail.co.uk>]

**Sent:** 20 January 2021 11:46

**To:** Gwyn Church <[gwyn.church@savills.com](mailto:gwyn.church@savills.com)>

**Cc:** Kirk Macdiarmid <[KMacdiarmid@savills.com](mailto:KMacdiarmid@savills.com)>

**Subject:** RE: Midcounties Coop - Oxford Station Enhancement Project [Filed 20 Jan 2021 11:49]

**EXTERNAL EMAIL: Be cautious when opening attachments or clicking links**

OFFICIAL

Morning Gwyn,

Yes, that's absolutely fine and sounds sensible.

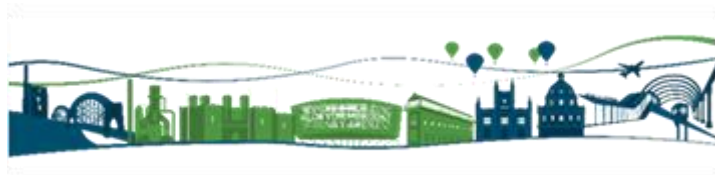
Kind regards,



**Rebecca Collins MSc MRICS FAAV**  
Senior Surveyor, Western Route

07515 620 306

[Rebecca.Collins@networkrail.co.uk](mailto:Rebecca.Collins@networkrail.co.uk)



**From:** Gwyn Church <[gwyn.church@savills.com](mailto:gwyn.church@savills.com)>

**Sent:** 20 January 2021 11:35

**To:** Rebecca Collins <[Rebecca.Collins@networkrail.co.uk](mailto:Rebecca.Collins@networkrail.co.uk)>



**Cc:** Kirk Macdiarmid <[KMacdiarmid@savills.com](mailto:KMacdiarmid@savills.com)>

**Subject:** RE: Midcounties Coop - Oxford Station Enhancement Project

Morning Rebecca

Thank you for your time on the phone yesterday and the below email confirming to our hourly rates. In terms of a fee estimate, we will provide this following our call and once we have a greater understanding of the scheme and its effect on our client property. I hope this is satisfactory.

We look forward to speaking next Wednesday

Kind regards

Gwyn

**Gwyn Church BSc (Hons) MRICS FAAV  
Associate  
Compulsory Purchase**

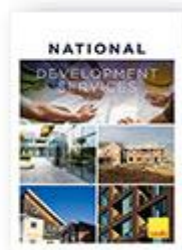
Savills, 33 Margaret Street, London W1G 0JD



Tel : +44 (0) 203 618 3583  
Mobile : +44 (0) 7811 676 688  
Email : [gwyn.church@savills.com](mailto:gwyn.church@savills.com)  
Website : <http://www.savills.co.uk>



Before printing, think about the environment



**From:** Rebecca Collins [<mailto:Rebecca.Collins@networkrail.co.uk>]

**Sent:** 20 January 2021 09:16

**To:** Gwyn Church <[gwyn.church@savills.com](mailto:gwyn.church@savills.com)>

**Cc:** Kirk Macdiarmid <[KMacdiarmid@savills.com](mailto:KMacdiarmid@savills.com)>

**Subject:** RE: Midcounties Coop - Oxford Station Enhancement Project

**EXTERNAL EMAIL: Be cautious when opening attachments or clicking links**

OFFICIAL

Subject to Contract

Dear Gwyn,

Thank you for your email. Further to our conversation yesterday, I write, as promised, to outline the next steps.

I would be grateful if you could provide a fixed fee estimate to prepare heads of claim and provide initial advice to your client. Whilst my client does not object to the hourly rates quoted, even though these are higher than normal, Network Rail is not in a position to agree an uncapped amount. We would kindly request that, in accordance with RICS Professional Statement 'Surveyors advising in respect of compulsory purchase and statutory compensation', that less specialist work and tasks are undertaken by more junior members of your firm, where appropriate/possible.

I have sent an invite for an MS Teams meeting next week, where I will provide an overview of the project and outline the land acquisition requirements. In the meantime, please find attached a plan, indicating the permanent land take shaded pink and the temporary requirement shaded green.

I look forward to meeting with you next week.

Kind regards,



**Rebecca Collins MSc MRICS FAAV**  
Senior Surveyor, Western Route

07515 620 306

[Rebecca.Collins@networkrail.co.uk](mailto:Rebecca.Collins@networkrail.co.uk)



**From:** Gwyn Church <[gwyn.church@savills.com](mailto:gwyn.church@savills.com)>  
**Sent:** 12 January 2021 16:34  
**To:** Rebecca Collins <[Rebecca.Collins@networkrail.co.uk](mailto:Rebecca.Collins@networkrail.co.uk)>  
**Cc:** Kirk Macdiarmid <[KMacdiarmid@savills.com](mailto:KMacdiarmid@savills.com)>  
**Subject:** Midcounties Coop - Oxford Station Enhancement Project

Dear Rebecca

I email in relation to the Oxford Train Station Enhancement Project and to confirm that we have recently been instructed by The Midcounties Cooperative Ltd in relation to its property, 1 Roger Dudman Way, Oxford, which is potentially subject to part acquisition as a result of the Oxford Station Enhancement Project.

I understand it is Network Rails intention to submit a Transport and Works Act Order application this spring – is this still the case, or has there been any delays in light of the Covid pandemic?

I would be grateful if you could please confirm that Network Rail will provide a fee undertaking for our clients professional fees in this matter. I outline our hourly rates below and attached the signed Terms of Business.

Director - £315 / hour  
Associate Director - £260 / hour  
Associate - £185 / hour  
Surveyor - £160 / hour  
Disbursements and VAT are in addition.

The work will predominantly be undertaken by Kirk Macdiarmid (Director) and myself (Associate).

I would also be grateful if you could provide us any information which you feel would be helpful to us to better understand the impacts of the scheme on our clients property.

I hope I have provided all the information you require and I look forward to hearing from you.

Kind regards

Gwyn

**Gwyn Church BSc (Hons) MRICS FAAV**  
**Associate**  
**Compulsory Purchase**

Savills, 33 Margaret Street , London W1G 0JD  
Tel : +44 (0) 203 618 3583  
Mobile : +44 (0) 7811 676 688  
Email : [gwyn.church@savills.com](mailto:gwyn.church@savills.com)  
Website : <http://www.savills.co.uk>



## Estimate - Costs to Hire for 12mths (Minimum contract Period)

Existing Co-Op Nursery

275 m<sup>2</sup> approx

LOW ESTIMATE				
	RATE	UNIT	QTY	TOTAL
Building Costs (275m <sup>2</sup> )*	£	m <sup>2</sup>	275	#VALUE!
Planning Permission**	£	Nr	1	Not Required
Building Control**	£	Nr	1	Not Required
Groundworks - Minimal	£	Nr	1	£ -
Intruder Detection System (Type A Police Monitored)	£	Nr	1	£ -
Date / Telecomms Network Installation	£	Nr	1	£ -
CCTV	£	Nr	1	£ -
Access Control - Door Entry System	£	Nr	1	£ -
Fire Alarm (Hard Wired to BS5839)	£	Nr	1	£ -
Lightning Protection System	£	Nr	1	£ -
Air Conditioning	£	Nr	1	£ -
Service Connections	£	Nr	1	£ -
Perimeter garden fence	£	Nr	1	£ -
Garden fit out	£	Nr	1	£ -
Car park ground works & kerbs - Minor	£	Nr	1	£ -
Kitchen/laundry equipment etc ***	£	Nr	1	Not Required
Toys & furniture***	£	Nr	1	Not Required
External Branded Signage	£	Nr	1	£ -
Internal Branded Signage and Decotations	£	Nr	1	£ -
Moving Costs	£	Nr	1	£ -
<b>NET TOTAL</b>				<b>#VALUE!</b>
VAT @ 20%				<b>#VALUE!</b>
GROSS SUB TOTAL				<b>#VALUE!</b>
BUDGET COST FOR PROJECT				<b>#VALUE!</b>
10% CONTINGENCY				<b>#VALUE!</b>
<b>GRAND TOTAL</b>				<b>#VALUE!</b>

\* Building costs have been calculated as a cost per m2 to hire for 12mths (minimum contract period from existing modular building quotations of a specification that would be acceptable for a nursery)

\*\* It is assumed that these items are not required for a temporary building

\*\*\* It is assumed that thes items will be brought over from the existing nursery & that new not required.

HIGH ESTIMATE				
	RATE	UNIT	QTY	TOTAL
Building Costs (275m <sup>2</sup> )*	£ -	m <sup>2</sup>	275	£ -
Planning Permission	£ -	Nr	1	£ -
Building Control	£ -	Nr	1	£ -
Groundworks	£ -	Nr	1	£ -
Intruder Detection System (Type A Police Monitored)	£ -	Nr	1	£ -
Date / Telecomms Network Installation	£ -	Nr	1	£ -
CCTV	£ -	Nr	1	£ -
Access Control - Door Entry System	£ -	Nr	1	£ -
Fire Alarm (Hard Wired to BS5839)	£ -	Nr	1	£ -
Lightning Protection System	£ -	Nr	1	£ -
Air Conditioning	£ -	Nr	1	£ -
Service Connections	£ -	Nr	1	£ -
Perimeter garden fence	£ -	Nr	1	£ -
Garden fit out	£ -	Nr	1	£ -
Full Car park ground works & kerbs	£ -	Nr	1	£ -
Kitchen/laundry equipment etc **	£ -	Nr	1	£ -
Toys & furniture**	£ -	Nr	1	£ -
External Branded Signage	£ -	Nr	1	£ -
Internal Branded Signage and Decotations	£ -	Nr	1	£ -
Moving Costs	£ -	Nr	1	£ -
<b>NET TOTAL</b>				<b>£ -</b>
VAT @ 20%				<b>£ -</b>
GROSS SUB TOTAL				<b>£ -</b>
BUDGET COST FOR PROJECT				<b>£ -</b>
10% CONTINGENCY				<b>£ -</b>
<b>GRAND TOTAL</b>				<b>£ -</b>

\* Building costs have been calculated as a cost per m2 to hire for 12mths (minimum contract period from existing modular building quotations of a specification that would be acceptable for a nursery)

\*\* Assume Co-OP will only accept New

**From:** Rebecca Collins <Rebecca.Collins@networkrail.co.uk>  
**Sent:** 28 January 2021 15:16  
**To:** Gwyn Church <gwyn.church@savills.com>  
**Subject:** RE: Presentation

OFFICIAL

Hi Gwyn,

Thank you for your email. It was a real pleasure to meet both you and Kirk yesterday.

Sorry for the slight delay; please find attached a copy of the presentation, along with a copy of the RFI letter, as requested.

I look forward to hearing from you. Please do not hesitate to call me if any queries.

Kind regards,



**Rebecca Collins MSc MRICS FAAV**  
Senior Surveyor, Western Route

07515 620 306

[Rebecca.Collins@networkrail.co.uk](mailto:Rebecca.Collins@networkrail.co.uk)



**From:** Gwyn Church <[gwyn.church@savills.com](mailto:gwyn.church@savills.com)>  
**Sent:** 28 January 2021 09:39  
**To:** Rebecca Collins <[Rebecca.Collins@networkrail.co.uk](mailto:Rebecca.Collins@networkrail.co.uk)>  
**Subject:** Presentation

Hi Rebecca

Thank you again for your time on the call yesterday and for providing Kirk and I all the relevant information in regards to the scheme.

I would like to email our client today and to ensure I am incorporating the correct dates / time frame, I would be grateful if you could send over your presentation?

Kind regards

Gwyn

**Gwyn Church BSc (Hons) MRICS FAAV**  
**Associate**  
**Compulsory Purchase**

Savills, 33 Margaret Street , London W1G 0JD



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Mobile : +44 (0) 7811 676 688  
Email : [gwyn.church@savills.com](mailto:gwyn.church@savills.com)  
Website : <http://www.savills.co.uk>





A stylized blue graphic of railway tracks, consisting of vertical bars connected by horizontal lines, positioned on the left side of the title.

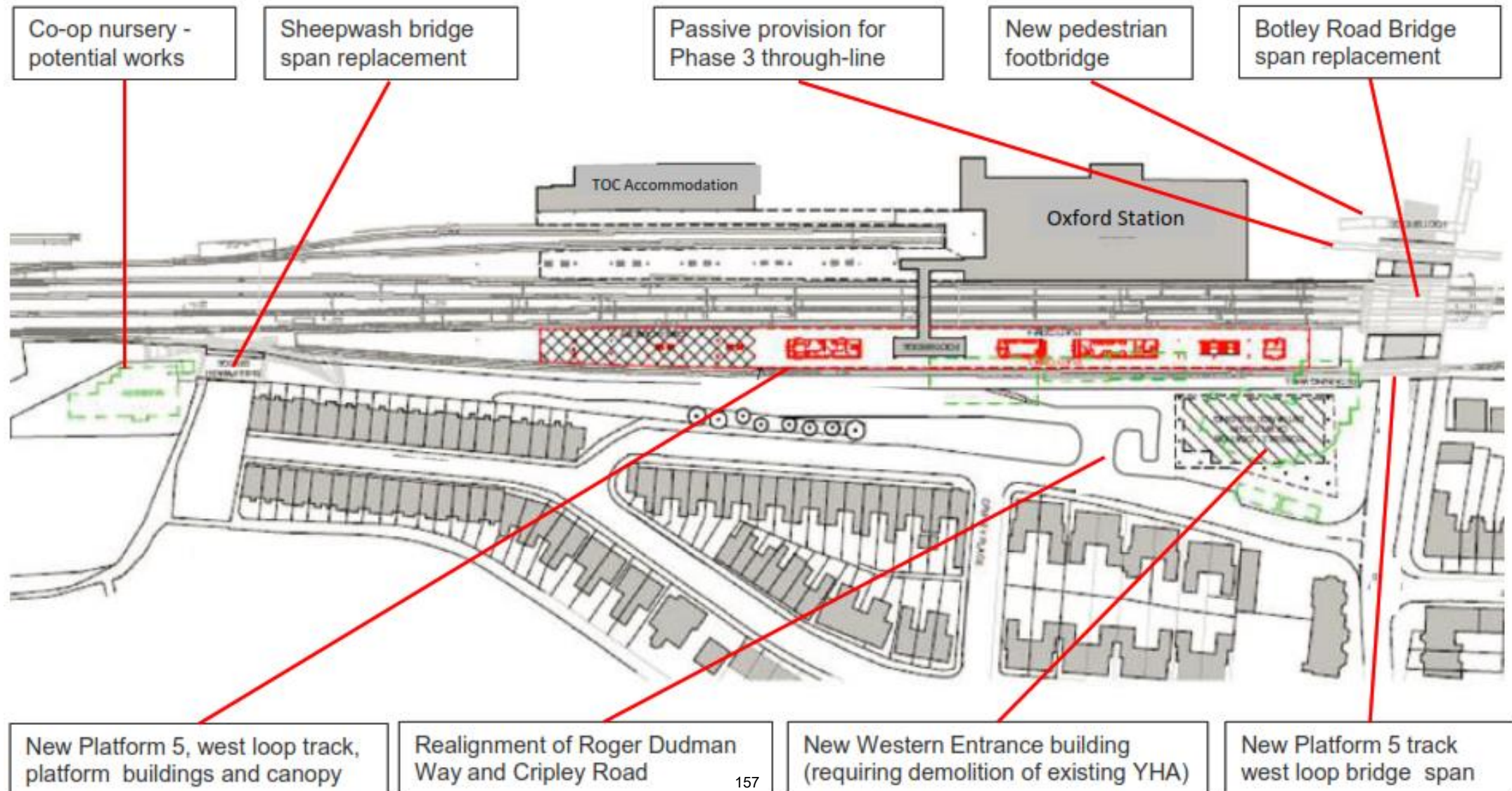
# Oxford Corridor Phase 2- Oxford Station Proposal

A stylized blue graphic of railway tracks, consisting of vertical bars connected by horizontal lines, positioned on the right side of the title.

# Agenda

- 1) Introductions
- 2) Overview of the scheme and outline programme
- 3) Impact on nursery building / current proposals
- 4) Property requirements - summary
- 5) Next steps & questions

# Oxford Corridor Phase 2 Scope Overview

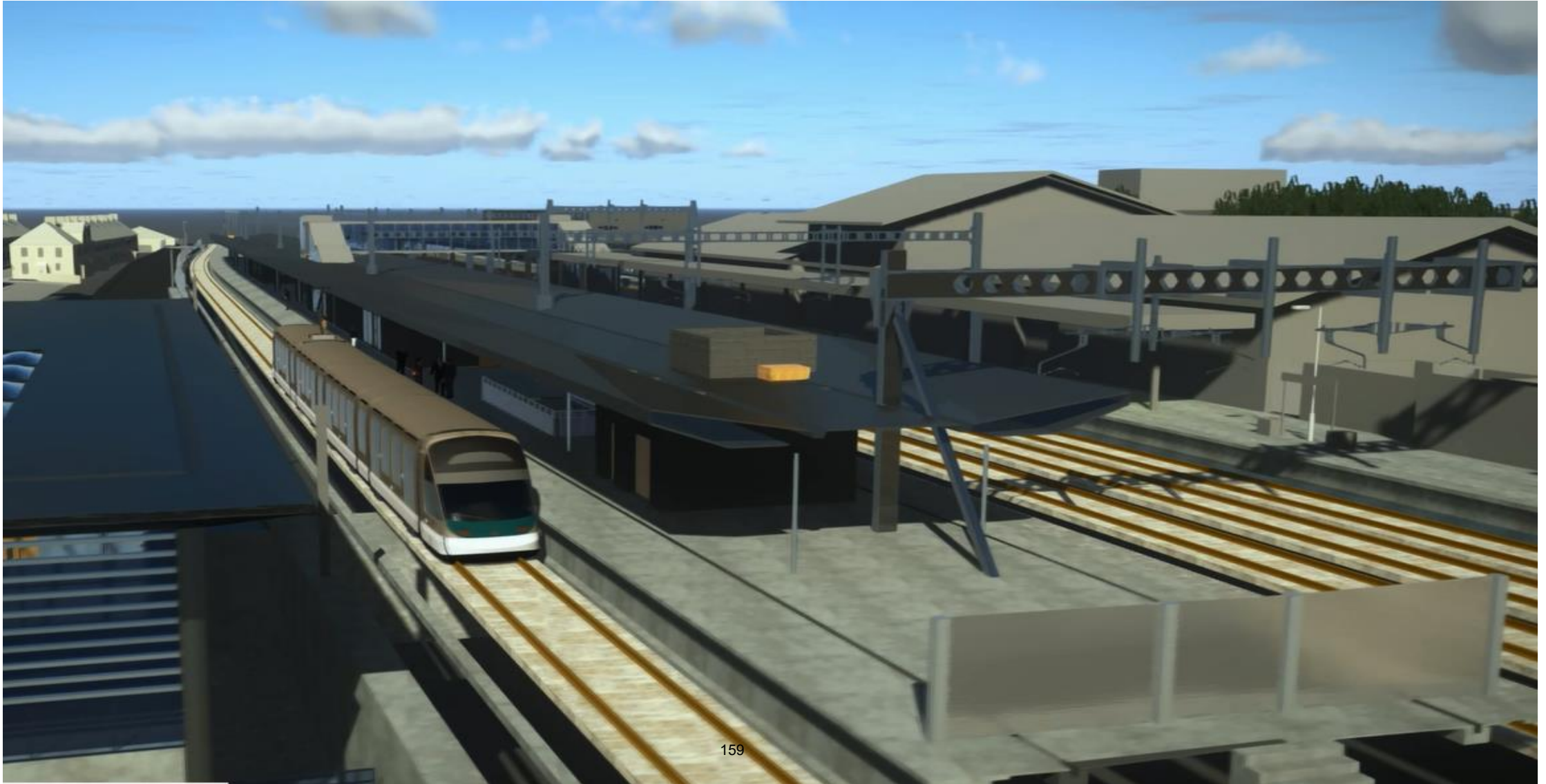


# Botley Road Bridge – looking east





# New Platform (5) and Station Facilities

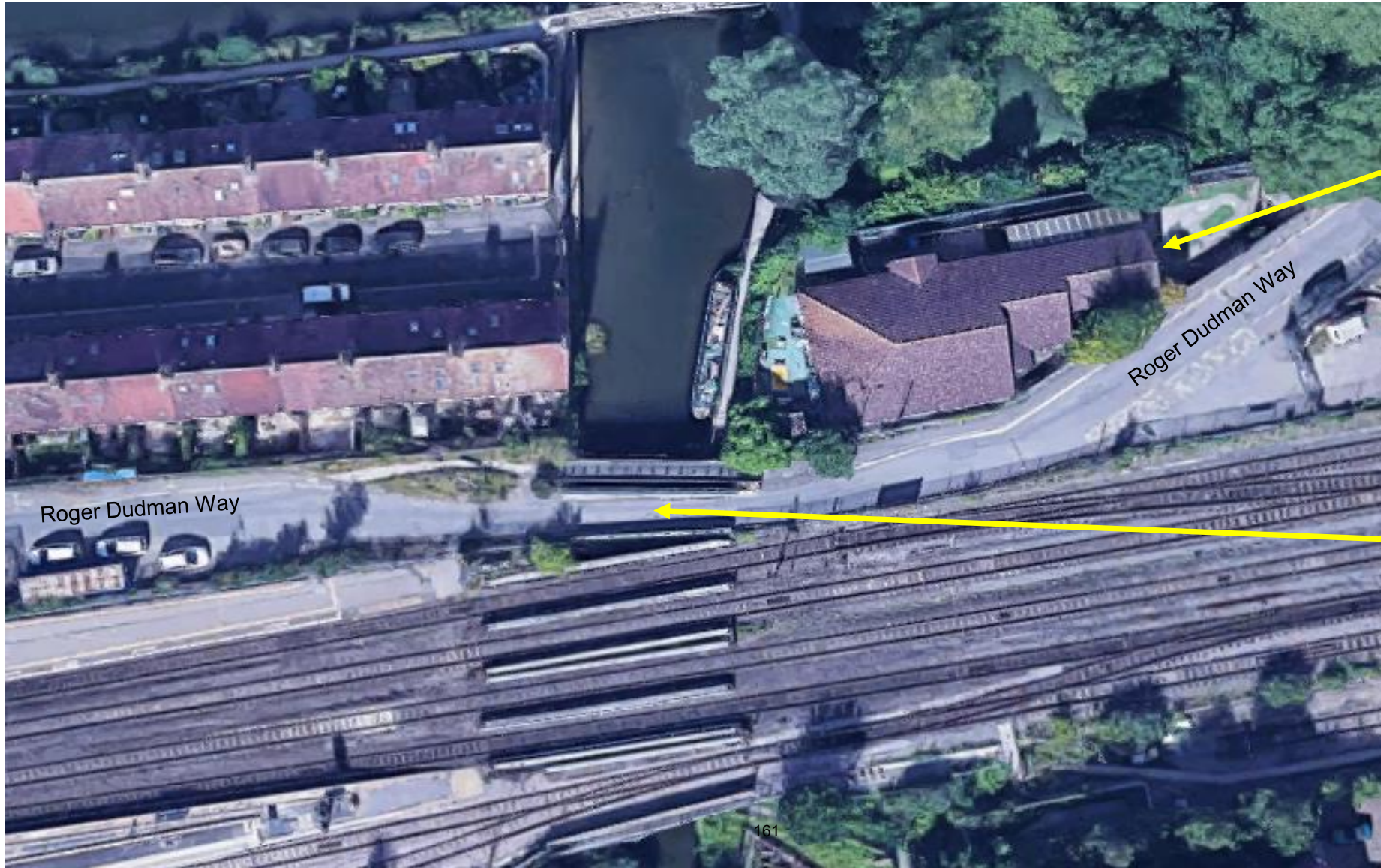


# Outline Programme

- Consents activities and land acquisition – October 2020 – October 2022
- Transport and Works Act Order (TWAO) submission to DfT – April 2021
- Contracts and Procurement – October 2020 – September 2021
- Detailed Design Phase – September 2021 – October 2022
- Anticipated TWAO process completion – October 2022
- Construction start on site – November 2022
- Sheepwash bridge works – November 2022 – August 2023
- Phase 2 construction complete – December 2024



# Nursery / Sheepwash Bridge Aerial View



Nursery building

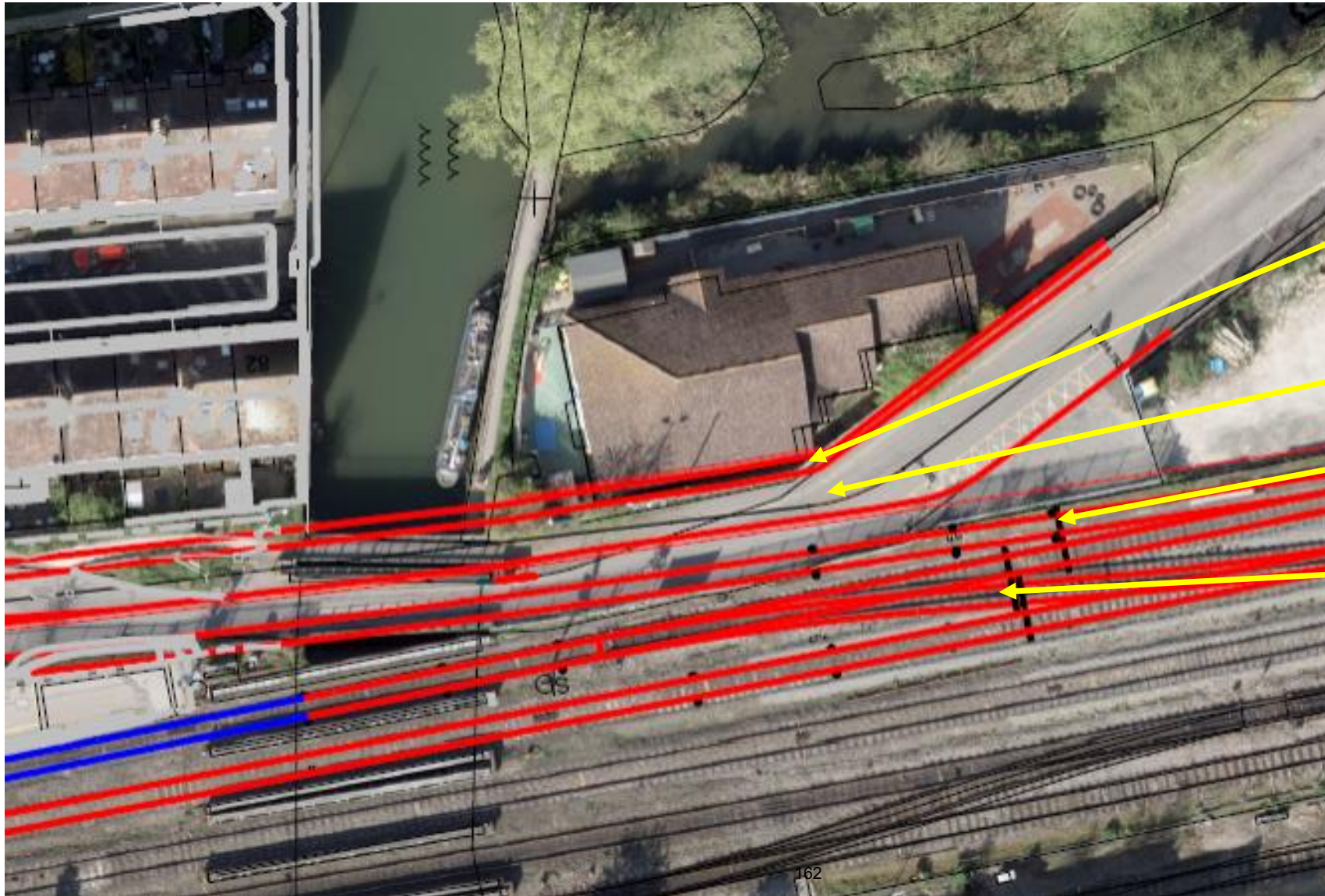
Roger Dudman Way

Roger Dudman Way

Sheepwash Bridge



# Impact of Works on Nursey Building



Realigned pavement

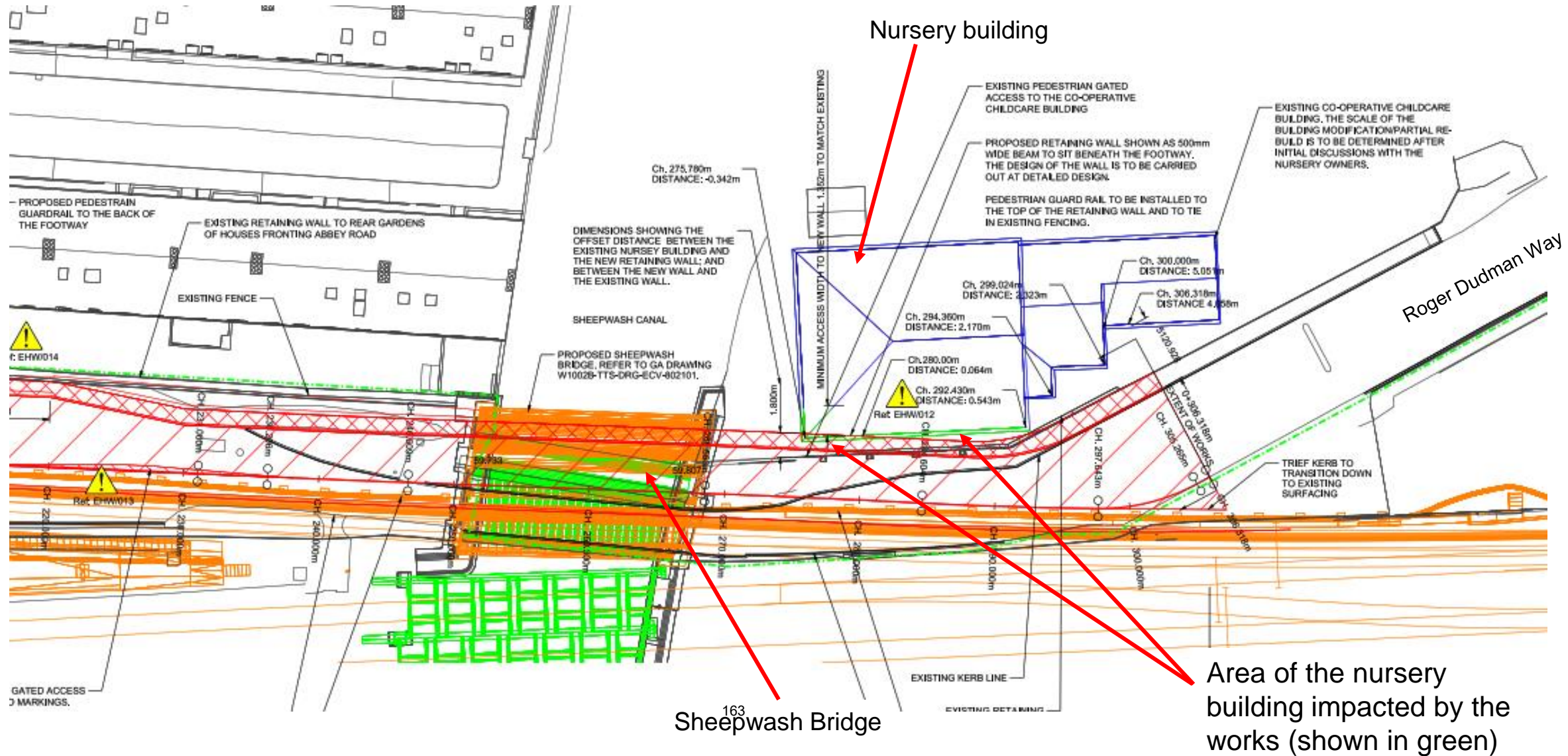
Realigned road over  
Sheepwash Channel

Track from new  
Platform 5

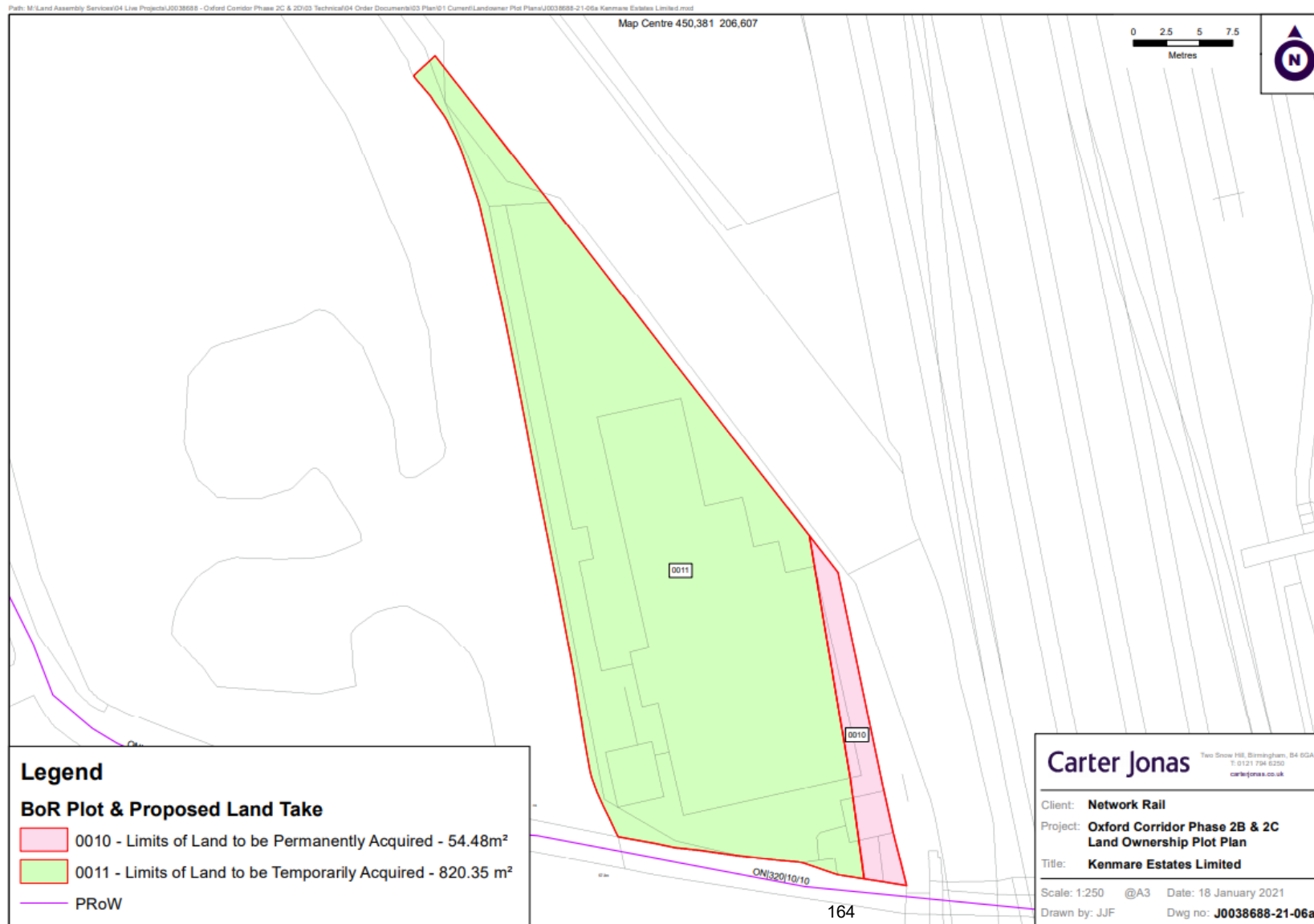
Existing railway tracks



# Impact of Works on Nursey Building

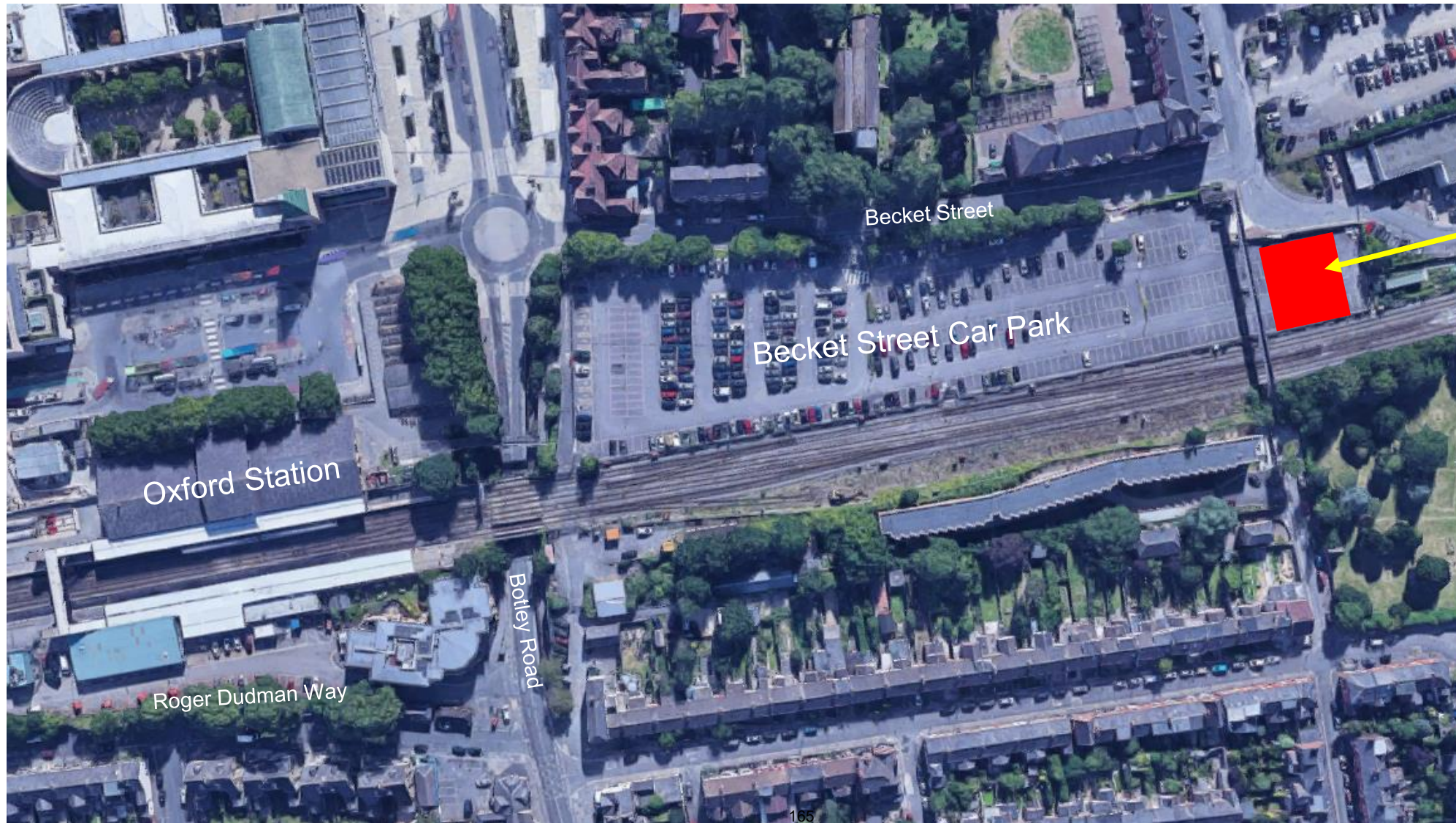


# Property / Land Ownership





# Proposed Site for Temporary Relocation



Proposed site in Becket Street car park for temporary relocation of the nursery for the duration of the Sheepwash bridge works

## Property Requirements - Overview

- Temporary displacement of nursery (c. 3 months) during construction
- Permanent acquisition of part of the site
- Deed of Variation for rights of access in Demarcation Agreement – new Cripsey Road junction
- Possible requirement to move sewage pumping station (tbc)



## Next Steps & Questions

- Estimate of fees required
- Details of agreement for sewage pumping station
- Heads of Claim
- NR proposals for temporary nursery accommodation / specification needs input from current nursery staff

2 Snow Hill  
Birmingham  
B4 6GA  
T: 0121 794 6250

Kenmare Estates Limited  
Co-Operative House  
Warwick Technology Park  
Gallows Hill  
Warwick  
CV34 6DA

Our ref: NR/J0038688/20

9<sup>th</sup> September 2020

Dear Sir/Madam

## NETWORK RAIL – OXFORD CORRIDOR PHASE 2 REQUEST FOR INFORMATION

As part of their continuing national programme to maintain and improve the existing rail infrastructure, The Oxford Corridor Phase 2 Capacity Improvement Scheme will deliver significant economic and strategic benefits to the wider Oxford area and the country. When complete, there will be extra capacity for the rail network and extra facilities at the station and surrounding area.

A brief outline of the relevant parts of the Oxford Corridor Phase 2 Capacity Improvement Scheme works is provided below:

### **Part 2C: Botley Road Bridge:**

Replacement of the existing 4-track railway bridge and installation of a new span to accommodate the track to the new platform (Platform 5). Works to the highway under Botley Road Bridge will also be carried out to take account of the highway authorities' requirements for a wider carriageway and pedestrian / cycle capacity improvements.

- **Part 2D: Oxford Station works:**

Implementation of a new western entrance to the station, a new down-side, twin-face platform (Platform 5) to create a west side island platform and new station facilities buildings on Platform 5. Highway works to Roger Dudman Way and Cripely Road are also required to facilitate the station works.

In order to construct and operate the project, Network Rail is proposing to submit an application for a Transport and Works Act Order (TWAO) to the Secretary of State for Transport. The application for the TWAO will seek powers to acquire land upon which the project will be located, including permanent use, temporary use and any required rights/easements/wayleaves.

Carter Jonas is a national firm of Chartered Surveyors who specialise in data collection for projects of this nature and has been appointed by Network Rail to assist in the collection of data to ensure all potentially affected parties are kept up to date with the project's development.

From our land referencing information gathered from the Land Registry, we believe you are in possession of a property/land interest within the area which is proposed to construct or operate the project. The purpose of this letter is to confirm your interest in this land and request details of any other parties that have an interest,

so that we can ensure that all those potentially affected by the scheme are included in the pre-application consultation process. This should include details of any leases, tenants, easements or wayleaves.

To assist us with the referencing process please complete the enclosed Request for Information form and return it using the Freepost envelope provided. We would be grateful if you could confirm whether the information obtained from Land Registry and online searches stated is still current and correct or requires update and or amendment.

It would be helpful if you are able to complete and return the form within 14 days of receipt of this letter. Please note that the Freepost name is valid and provided by Royal Mail and your response will be delivered to our Birmingham office without any additional address or postage required on the envelope.

If you require any assistance with the form please do not hesitate to contact us on 0121 794 6250 and ask to speak to a member of the Carter Jonas Land Referencing Team or alternatively you can email us at [land.referencing@carterjonas.co.uk](mailto:land.referencing@carterjonas.co.uk).

Thank you for your cooperation.

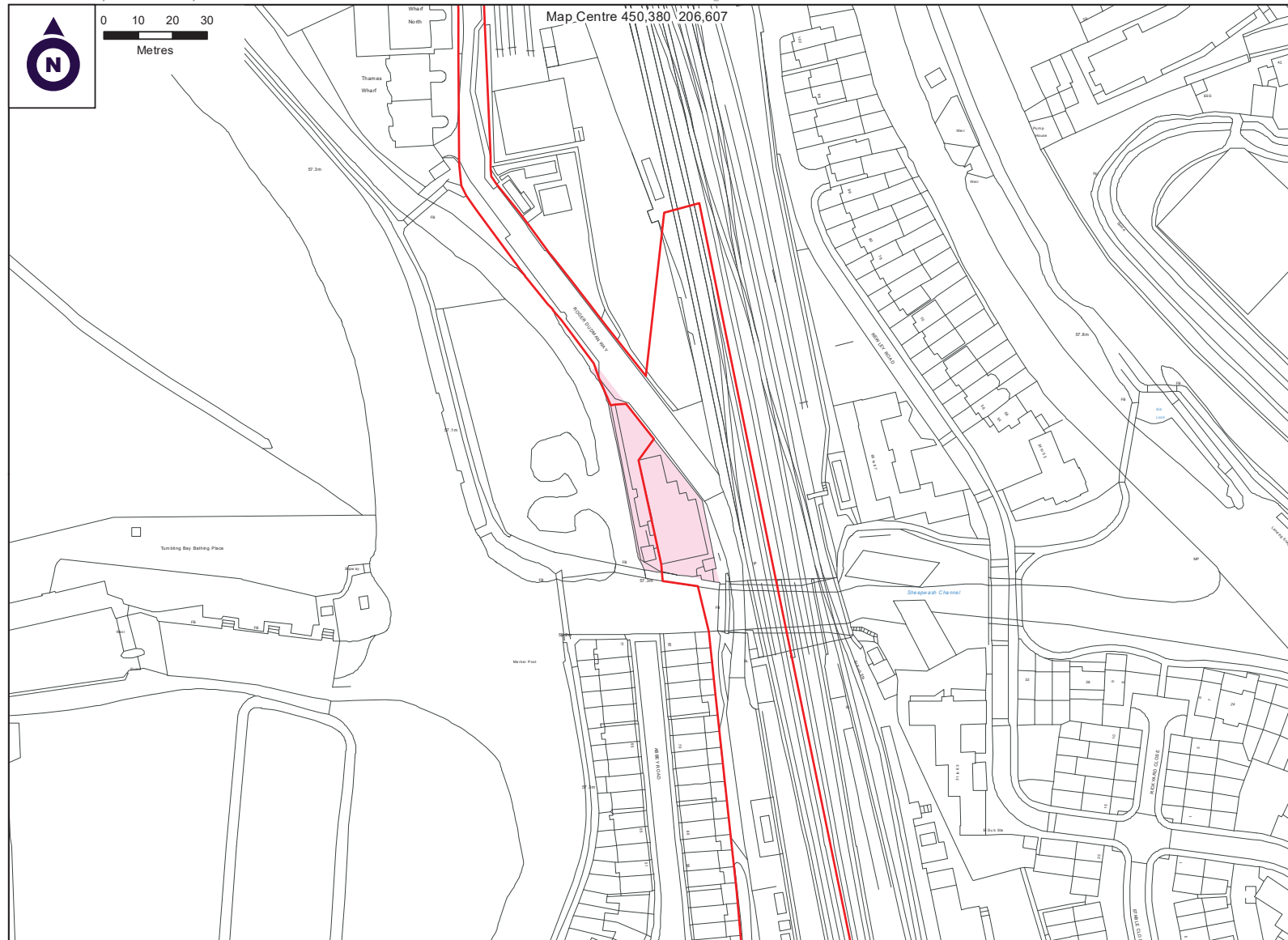
Yours sincerely

Jessica Hall

A handwritten signature in black ink, appearing to read 'Jessica Hall', with a long, sweeping horizontal line extending from the end of the signature.

**Senior Land Referencer**

For and on behalf of Carter Jonas LLP



**LAND PARCEL TITLE NUMBER:**  
ON301972

**TENURE:**  
Freehold

**LAND DESCRIPTION:**  
1 Roger Dudman Way, Oxford (OX1 1HW)

**PROPRIETOR AND CONTACT DETAILS:**

**Name:**  
Kenmare Estates Limited

**Address:**  
Co-Operative House, Warwick Technology Park,  
Gallows Hill,  
Warwick CV34 6DA

**Contact Details (phone/email):**

**CONTACT DETAILS IF INCORRECT:**

**PLEASE IDENTIFY ANY OTHER INTERESTS ON THIS PARCEL**

**Please Identify any of the Below:**

<input type="checkbox"/> Owner	<input type="checkbox"/> Owner Occupier	<input type="checkbox"/> Trustee
<input type="checkbox"/> Occupier	<input type="checkbox"/> Tenant	
<input type="checkbox"/> Mortgage	<input type="checkbox"/> Secured Loan Provider	<input type="checkbox"/> Manorial Interest
<input type="checkbox"/> Trust	<input type="checkbox"/> Restrictive Covenant	<input type="checkbox"/> T/A Interests
<input type="checkbox"/> Easements	<input type="checkbox"/> Mineral Interests	<input type="checkbox"/> Shooting Rights
<input type="checkbox"/> Option	<input type="checkbox"/> Right of Way	<input type="checkbox"/> Share Farming or Contract Farming
<input type="checkbox"/> Wayleave	<input type="checkbox"/> Promotion Agreement	

**Does their Interest cover the entire Parcel?**  
YES / NO - If NO, Please Highlight their Extent on the Plan

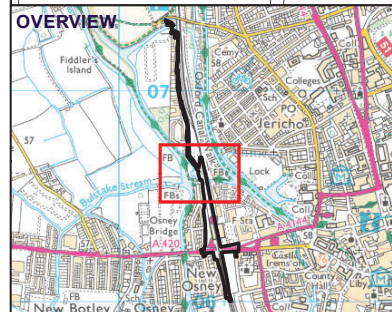
**Their Details (Name, Address & Contact Information):**

.....

.....

.....

.....



**Carter Jonas**

Two Snow Hill, Birmingham, B4 6GA  
T: 0121 794 6250  
carterjonas.co.uk

**Client:** Network Rail  
**Project:** Oxford Corridor Phase 2C & 2D

**Title:** RFI Plan

**Scale:** 1:1250 **@A3** **Date:** 02 September 2020

**Drawn by:** JJH **Dwg no:** J0038688-20-020

## Legend

- Proposed Scheme Boundary
- Extent of Interest

170

I confirm that the boundaries are drawn correctly.  
(Please mark on the plan if incorrect).  
Please also mark on the plan if you hold another interest not shown which falls within the proposed scheme boundary  
(Subject to Change)

**Signed:** .....

**Print Name:** .....

**Date:** .....

**If Occupier, Please Confirm Occupation Type:**

- |   |  |
|---|--|
| <input type="checkbox"/> Agricultural Tenancy (FBT/AHA) | <input type="checkbox"/> Commercial Tenancy        |
| <input type="checkbox"/> Grazing Licence                | <input type="checkbox"/> Assured Shorthold Tenancy |
| <input type="checkbox"/> Informal Agreement             | <input type="checkbox"/> Other Residential Tenancy |
| <input type="checkbox"/> Other.....                     | <input type="checkbox"/> Licence Agreement         |
- Agreement Length Left: .....

**Please Confirm Land Use:**

- |   |  |
|---|--|
| <input type="checkbox"/> Residential (R)      | <input type="checkbox"/> Golf Course/Sports Ground (GC/SC) |
| <input type="checkbox"/> Arable (A)           | <input type="checkbox"/> Extended garden/amenity land (G)  |
| <input type="checkbox"/> Pasture (P)          | <input type="checkbox"/> Public Open Space (POS)           |
| <input type="checkbox"/> Woodland (W)         | <input type="checkbox"/> Nature Reserve (NR)               |
| <input type="checkbox"/> Commercial (C)       | <input type="checkbox"/> Water/River/Lake/Reservoir (WT)   |
| <input type="checkbox"/> Road/Track/Rail (RT) | <input type="checkbox"/> Other (O)                         |

**From:** Gwyn Church <gwyn.church@savills.com>  
**Sent:** 25 February 2021 14:13  
**To:** Rebecca Collins <Rebecca.Collins@networkrail.co.uk>  
**Subject:** RE: Oxford Nursery, Roger Dudman Way

Hi Rebecca

We appreciate confirmation Network Rail wish to come to an agreement by way of private treaty, as opposed to use of powers, as it is with our Client.

Subsequent to my last email, I have had an opportunity to discuss the Network Rail's proposals on the phone to Jennifer. I understand that not all the options available to Midcounties Coop have necessarily been discounted, or even discussed in great detail. I intend on emailing Jennifer shortly to provide my views on alternative options to them, which may in turn be discounted, but given this is the only opportunity to do so, it is our advice (and at Jennifer's request) that all options are reviewed in the first instance.

In order to better understand the options available, I would be grateful if some more information could be provided on the below. Apologies if this information has already been provided.

1. Information on the opportunity for a permanent land swap with Network Rail, as opposed to temporary relocation.
2. Information on the internal reconfiguration of the nursery, e.g. floor plan, ceiling heights etc, in light of the permanent acquisition of part of the building.
3. Confirmation that, should the temporary relocation option be taken going forward, that the timeline of 3 months is sufficient for Network Rail to undertake the necessary works to the nursery building, and for Midcounties contractors to follow thereafter to undertake refurbishment work.

Regarding the sewage / water pump, Jennifer is looking for any information they have on file, however, it is already anticipated that moving the pump to the west will cause too much disruption to the outside play area, which is already limited for space. Do you have any further information on whether it will need to be moved?

I will continue to keep you updated as and when necessary.

Kind regards

Gwyn

**Gwyn Church BSc (Hons) MRICS FAAV**  
**Associate**  
**Compulsory Purchase**

Savills, 33 Margaret Street, London W1G 0JD  
 Tel : +44 (0) 203 618 3583  
Mobile : +44 (0) 7811 676 688  
Email : [gwyn.church@savills.com](mailto:gwyn.church@savills.com)  
Website : <http://www.savills.co.uk>

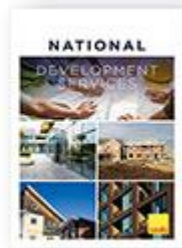




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**From:** Rebecca Collins [<mailto:Rebecca.Collins@networkrail.co.uk>]

**Sent:** 25 February 2021 09:04

**To:** Gwyn Church <[gwyn.church@savills.com](mailto:gwyn.church@savills.com)>

**Subject:** RE: Oxford Nursery, Roger Dudman Way

**EXTERNAL EMAIL: Be cautious when opening attachments or clicking links**

OFFICIAL

Hi Gwyn,

Many thanks for your email and the update. This is very much appreciated.

I am currently working with the project team to produce a high level proposal for temporary accommodation for the nursery during the construction phase. Due to the time pressures in the programme, we would welcome a meeting with the duty manager or deputy manager of the nursery, as well as your client and yourself to expedite matters.

I realise you need to await for instructions but would be grateful if you could chase your client. Network Rail wishes to come to an agreement with your client by way of private treaty, rather than rely on powers.

I look forward to hearing from you.

Kind regards,



**Rebecca Collins MSc MRICS FAAV**  
Senior Surveyor, Western Route

07515 620 306

[Rebecca.Collins@networkrail.co.uk](mailto:Rebecca.Collins@networkrail.co.uk)



**From:** Gwyn Church <[gwyn.church@savills.com](mailto:gwyn.church@savills.com)>  
**Sent:** 17 February 2021 10:24  
**To:** Rebecca Collins <[Rebecca.Collins@networkrail.co.uk](mailto:Rebecca.Collins@networkrail.co.uk)>  
**Subject:** RE: Oxford Nursery, Roger Dudman Way

Hi Rebecca

Thank you for the below information.

Following our recent meeting, we sent an email outlining what we discussed and some thoughts to Jennifer Goold, but yet to hear back. We will chase, and when we are clear of our instructions, we will be able to provide a fee budget.

Many thanks

Gwyn

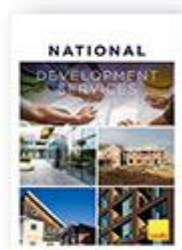
**Gwyn Church BSc (Hons) MRICS FAAV**  
**Associate**  
**Compulsory Purchase**

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Email : [gwyn.church@savills.com](mailto:gwyn.church@savills.com)  
Website : <http://www.savills.co.uk>



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**From:** Rebecca Collins [<mailto:Rebecca.Collins@networkrail.co.uk>]  
**Sent:** 09 February 2021 13:00  
**To:** [Oxford.Nursery@thecooperativechildcare.coop](mailto:Oxford.Nursery@thecooperativechildcare.coop)  
**Cc:** Gwyn Church <[gwyn.church@savills.com](mailto:gwyn.church@savills.com)>  
**Subject:** FW: Oxford Nursery, Roger Dudman Way

**EXTERNAL EMAIL: Be cautious when opening attachments or clicking links**

OFFICIAL

FAO Zoe & Jordanne Collins

Dear Zoe,

It was a pleasure to speak again a moment ago. As mentioned, Network Rail received the email below.

Jennifer at Mid Counties Co-op have instructed Savills to act and, therefore, I need to liaise with them in the first instance. I have copied in Gwyn Church of Savills for information.

Network Rail are awaiting to hear from Savills, however, we have discussed the proposed relocation of the nursery with them. Our intentions are to liaise with you (via Savills) on any proposals.

**Gwyn**, Zoe is the Deputy Manager at the nursery in Oxford and met myself and the Project Engineer last year. As well as liaising with Jennifer, Zoe will be able to explain the practical day-to-day management and operations of the nursery. Therefore, you may wish to include Zoe in any requirements gathering exercise for the proposed temporary relocation etc.

Kind regards,



**Rebecca Collins MSc MRICS FAAV**  
Senior Surveyor, Western Route

07515 620 306

[Rebecca.Collins@networkrail.co.uk](mailto:Rebecca.Collins@networkrail.co.uk)



**From:** Matthew Thompson <[Matthew.Thompson2@networkrail.co.uk](mailto:Matthew.Thompson2@networkrail.co.uk)>

**Sent:** 09 February 2021 07:53

**To:** Christopher Nash <[Christopher.Nash@networkrail.co.uk](mailto:Christopher.Nash@networkrail.co.uk)>; Lynne Halman <[Lynne.Halman@networkrail.co.uk](mailto:Lynne.Halman@networkrail.co.uk)>; Rebecca Collins <[Rebecca.Collins@networkrail.co.uk](mailto:Rebecca.Collins@networkrail.co.uk)>; Lisa Bullock <[Lisa.Bullock@networkrail.co.uk](mailto:Lisa.Bullock@networkrail.co.uk)>; Colin Field <[Colin.Field@networkrail.co.uk](mailto:Colin.Field@networkrail.co.uk)>; David Paull <[David.Paull@networkrail.co.uk](mailto:David.Paull@networkrail.co.uk)>

**Subject:** FW: Oxford Nursery, Roger Dudman Way

Hi All

Who has been dealing with the nursery? Please note the below.

Thanks

Matthew

**From:** Cllr Susanna Pressel <[Susanna.Pressel@Oxfordshire.gov.uk](mailto:Susanna.Pressel@Oxfordshire.gov.uk)>

**Sent:** 08 February 2021 18:13

**To:** Matthew Thompson <[Matthew.Thompson2@networkrail.co.uk](mailto:Matthew.Thompson2@networkrail.co.uk)>

**Subject:** Oxford Nursery, Roger Dudman Way

Hi Matthew

There is a new manager at the nursery, Jordanne Collins. She seems to know almost nothing about the relocation.

I hope someone will contact her soon -- [Oxford.Nursery@thecooperativechildcare.coop](mailto:Oxford.Nursery@thecooperativechildcare.coop) , tel 01865 200967?

Kind regards

*Susanna*

Councillor Susanna Pressel  
City and County Councillor for Jericho and Osney  
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01865 554001  
[www.oxford.gov.uk](http://www.oxford.gov.uk)  
[www.oxfordshire.gov.uk](http://www.oxfordshire.gov.uk)

**From:** Rebecca Collins <Rebecca.Collins@networkrail.co.uk>  
**Sent:** 05 March 2021 15:20  
**To:** Gwyn Church <gwyn.church@savills.com>  
**Subject:** RE: Oxford Nursery, Roger Dudman Way

OFFICIAL

Subject to Contract

Hi Gwyn

Thank you for your email, the content of which was of some surprise.

Network Rail have been liaising with your client for a considerable period and had been very much guided by them that item 1 below (permanent relocation of the nursery) is not an option .

In order to ensure a successful outcome for your client, can you urgently seek their instructions and ask them to clarify their preferred option. In the meantime, I respond to your queries below, as follows:

1. [Information on the opportunity for a permanent land swap with Network Rail, as opposed to temporary relocation.](#)  
As mentioned above, Network Rail is prepared to consider this option, but we need your client to urgently advise if this is their preference (or not).
2. [Information on the internal reconfiguration of the nursery, e.g. floor plan, ceiling heights etc, in light of the permanent acquisition of part of the building.](#)  
Please find attached a file note along with sketch plan; nothing in the file note is a commitment by Network Rail to undertake any work and it remains subject to contract. However, I trust the information contained within will be of assistance. There is a version of the attached sketch plan currently being developed to assist the project; I can forward this onto you once it is available if required.
3. [Confirmation that, should the temporary relocation option be taken going forward, that the timeline of 3 months is sufficient for Network Rail to undertake the necessary works to the nursery building, and for Midcounties contractors to follow thereafter to undertake refurbishment work.](#)  
The difficulty with this is that we will be unable to confirm the exact programme until such time as we have a contractor on board. Similarly, we don't know how long any contractor your client may wish to appoint would need within the suggested 3 month period. In principle, we agree that we will work with your client to ensure there is sufficient time for works to the internal configuration of the nursery to take place.

On the sewage/water pump issue, the project are currently investigating whether it will be possible to remove it completely or at least reduce its size; this is currently going through design stage, so we cannot be certain of the outcome at present. However, I will of course let you know as soon as this position becomes clear. In the meantime, any information your client has on this would be much appreciated.

Finally, just a reminder that I await an estimate of your fees.

Kind regards,





**Rebecca Collins MSc MRICS FAAV**  
Senior Surveyor, Western Route

07515 620 306

[Rebecca.Collins@networkrail.co.uk](mailto:Rebecca.Collins@networkrail.co.uk)



**From:** Gwyn Church <[gwyn.church@savills.com](mailto:gwyn.church@savills.com)>  
**Sent:** 25 February 2021 14:13  
**To:** Rebecca Collins <[Rebecca.Collins@networkrail.co.uk](mailto:Rebecca.Collins@networkrail.co.uk)>  
**Subject:** RE: Oxford Nursery, Roger Dudman Way

Hi Rebecca

We appreciate confirmation Network Rail wish to come to an agreement by way of private treaty, as opposed to use of powers, as it is with our Client.

Subsequent to my last email, I have had an opportunity to discuss the Network Rail's proposals on the phone to Jennifer. I understand that not all the options available to Midcounties Coop have necessarily been discounted, or even discussed in great detail. I intend on emailing Jennifer shortly to provide my views on alternative options to them, which may in turn be discounted, but given this is the only opportunity to do so, it is our advice (and at Jennifer's request) that all options are reviewed in the first instance.

In order to better understand the options available, I would be grateful if some more information could be provided on the below. Apologies if this information has already been provided.

1. Information on the opportunity for a permanent land swap with Network Rail, as opposed to temporary relocation.
2. Information on the internal reconfiguration of the nursery, e.g. floor plan, ceiling heights etc, in light of the permanent acquisition of part of the building.
3. Confirmation that, should the temporary relocation option be taken going forward, that the timeline of 3 months is sufficient for Network Rail to undertake the necessary works to the nursery building, and for Midcounties contractors to follow thereafter to undertake refurbishment work.

Regarding the sewage / water pump, Jennifer is looking for any information they have on file, however, it is already anticipated that moving the pump to the west will cause too much disruption to the outside play area, which is already limited for space. Do you have any further information on whether it will need to be moved?

I will continue to keep you updated as and when necessary.

Kind regards

Gwyn

**Gwyn Church BSc (Hons) MRICS FAAV  
Associate  
Compulsory Purchase**

Savills, 33 Margaret Street, London W1G 0JD



Tel : +44 (0) 203 618 3583  
Mobile : +44 (0) 7811 676 688  
Email : [gwyn.church@savills.com](mailto:gwyn.church@savills.com)  
Website : <http://www.savills.co.uk>

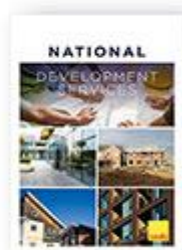


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**From:** Rebecca Collins [<mailto:Rebecca.Collins@networkrail.co.uk>]

**Sent:** 25 February 2021 09:04

**To:** Gwyn Church <[gwyn.church@savills.com](mailto:gwyn.church@savills.com)>

**Subject:** RE: Oxford Nursery, Roger Dudman Way

**EXTERNAL EMAIL: Be cautious when opening attachments or clicking links**

OFFICIAL

Hi Gwyn,

Many thanks for your email and the update. This is very much appreciated.

I am currently working with the project team to produce a high level proposal for temporary accommodation for the nursery during the construction phase. Due to the time pressures in the programme, we would welcome a meeting with the duty manager or deputy manager of the nursery, as well as your client and yourself to expedite matters.

I realise you need to await for instructions but would be grateful if you could chase your client. Network Rail wishes to come to an agreement with your client by way of private treaty, rather than rely on powers.

I look forward to hearing from you.

Kind regards,



**Rebecca Collins MSc MRICS FAAV**  
Senior Surveyor, Western Route

07515 620 306

[Rebecca.Collins@networkrail.co.uk](mailto:Rebecca.Collins@networkrail.co.uk)



**From:** Gwyn Church <[gwyn.church@savills.com](mailto:gwyn.church@savills.com)>  
**Sent:** 17 February 2021 10:24  
**To:** Rebecca Collins <[Rebecca.Collins@networkrail.co.uk](mailto:Rebecca.Collins@networkrail.co.uk)>  
**Subject:** RE: Oxford Nursery, Roger Dudman Way

Hi Rebecca

Thank you for the below information.

Following our recent meeting, we sent an email outlining what we discussed and some thoughts to Jennifer Goold, but yet to hear back. We will chase, and when we are clear of our instructions, we will be able to provide a fee budget.

Many thanks

Gwyn

**Gwyn Church BSc (Hons) MRICS FAAV**  
**Associate**  
**Compulsory Purchase**

Savills, 33 Margaret Street, London W1G 0JD  
Tel : +44 (0) 203 618 3583  
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Email : [gwyn.church@savills.com](mailto:gwyn.church@savills.com)  
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**Subject:** FW: Oxford Nursery, Roger Dudman Way

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OFFICIAL

FAO Zoe & Jordanne Collins

Dear Zoe,

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Kind regards,



**Rebecca Collins MSc MRICS FAAV**  
Senior Surveyor, Western Route

07515 620 306

[Rebecca.Collins@networkrail.co.uk](mailto:Rebecca.Collins@networkrail.co.uk)



**From:** Matthew Thompson <[Matthew.Thompson2@networkrail.co.uk](mailto:Matthew.Thompson2@networkrail.co.uk)>  
**Sent:** 09 February 2021 07:53  
**To:** Christopher Nash <[Christopher.Nash@networkrail.co.uk](mailto:Christopher.Nash@networkrail.co.uk)>; Lynne Halman <[Lynne.Halman@networkrail.co.uk](mailto:Lynne.Halman@networkrail.co.uk)>; Rebecca Collins <[Rebecca.Collins@networkrail.co.uk](mailto:Rebecca.Collins@networkrail.co.uk)>; Lisa Bullock <[Lisa.Bullock@networkrail.co.uk](mailto:Lisa.Bullock@networkrail.co.uk)>; Colin Field <[Colin.Field@networkrail.co.uk](mailto:Colin.Field@networkrail.co.uk)>; David Paull <[David.Paull@networkrail.co.uk](mailto:David.Paull@networkrail.co.uk)>  
**Subject:** FW: Oxford Nursery, Roger Dudman Way

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Matthew

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**Sent:** 08 February 2021 18:13  
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**Subject:** Oxford Nursery, Roger Dudman Way

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I hope someone will contact her soon -- [Oxford.Nursery@thecooperativechildcare.coop](mailto:Oxford.Nursery@thecooperativechildcare.coop) , tel 01865 200967?

Kind regards

*Susanna*

Councillor Susanna Pressel  
City and County Councillor for Jericho and Osney  
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[www.oxford.gov.uk](http://www.oxford.gov.uk)  
[www.oxfordshire.gov.uk](http://www.oxfordshire.gov.uk)



## ROGER DUDMAN WAY



- GENERAL NOTE:**  
DIMENSIONS ARE ACTUAL WINDOW SIZES.  
ELECTRICAL & WATER - NO ACCESS.

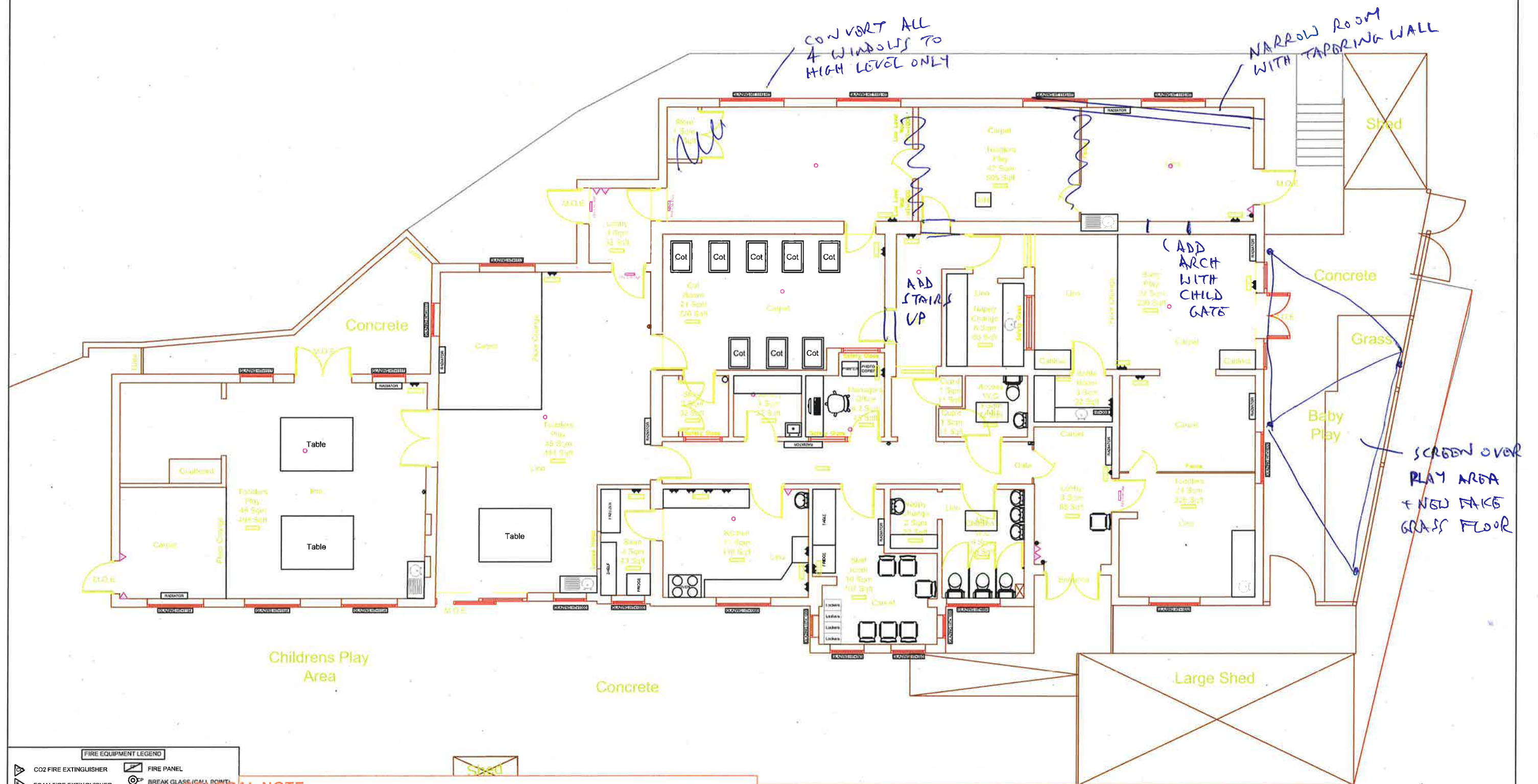
**The Midcounties Co-operative** 

Cainscross Regional Office,  
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TEL: 01453 756316  
E-mail: [pat.kiely@midcounties.coop](mailto:pat.kiely@midcounties.coop)

OXFORD NURSERY - EXISTING



GROSS AREA: 315 SQ METRES  
GROSS AREA: 3,390 SQ FEET



**FIRE EQUIPMENT LEGEND**

	CO2 FIRE EXTINGUISHER		FIRE PANEL
	FOAM FIRE EXTINGUISHER		BREAK GLASS (CALL POINT)
	WATER FIRE EXTINGUISHER		SONDER
	HYDRO SPRAY EXTINGUISHER		SMOKE DETECTOR
	FIRE BLANKET		HEAT DETECTION
			EMERGENCY EXIT FITTING

**GENERAL NOTE:**  
 DIMENSIONS ARE ACTUAL WINDOW SIZES.  
 ELECTRICALS & WATER - NO ACCESS.

REV.	AMENDMENTS	DATE	REV.	AMENDMENTS	DATE	DRAWING NO. <b>OXFORD</b>	PROJECT
##	EXISTING LAYOUT PREPARED	01.04.11				PHASE - ISSUE -	MIDCOUNTIES CO-OP BUFFER BEAR
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						SCALE 1:100 @A3	DESCRIPTION OXFORD
						DATE 01.04.11	EXISTING STORE PLAN
						DRAWN Retail Design Solutions	

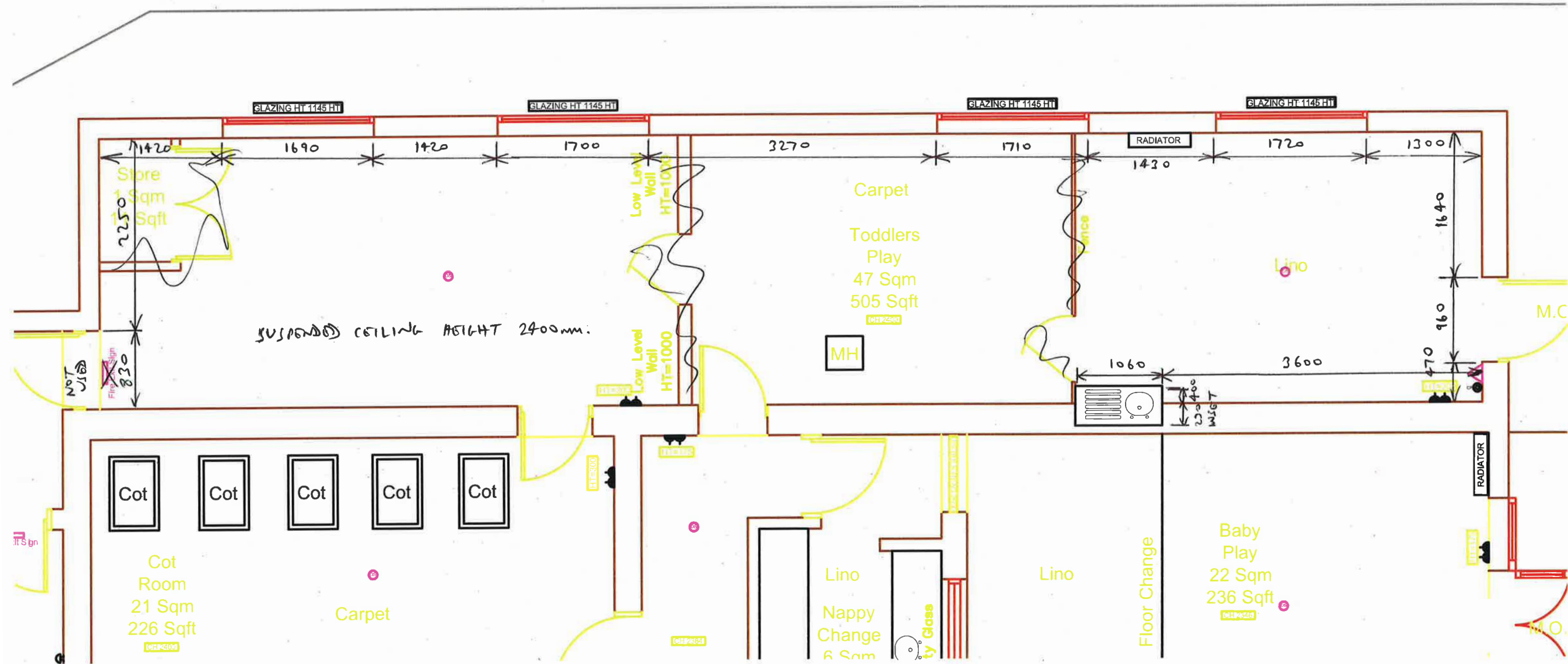
**The Midcounties Co-operative** 

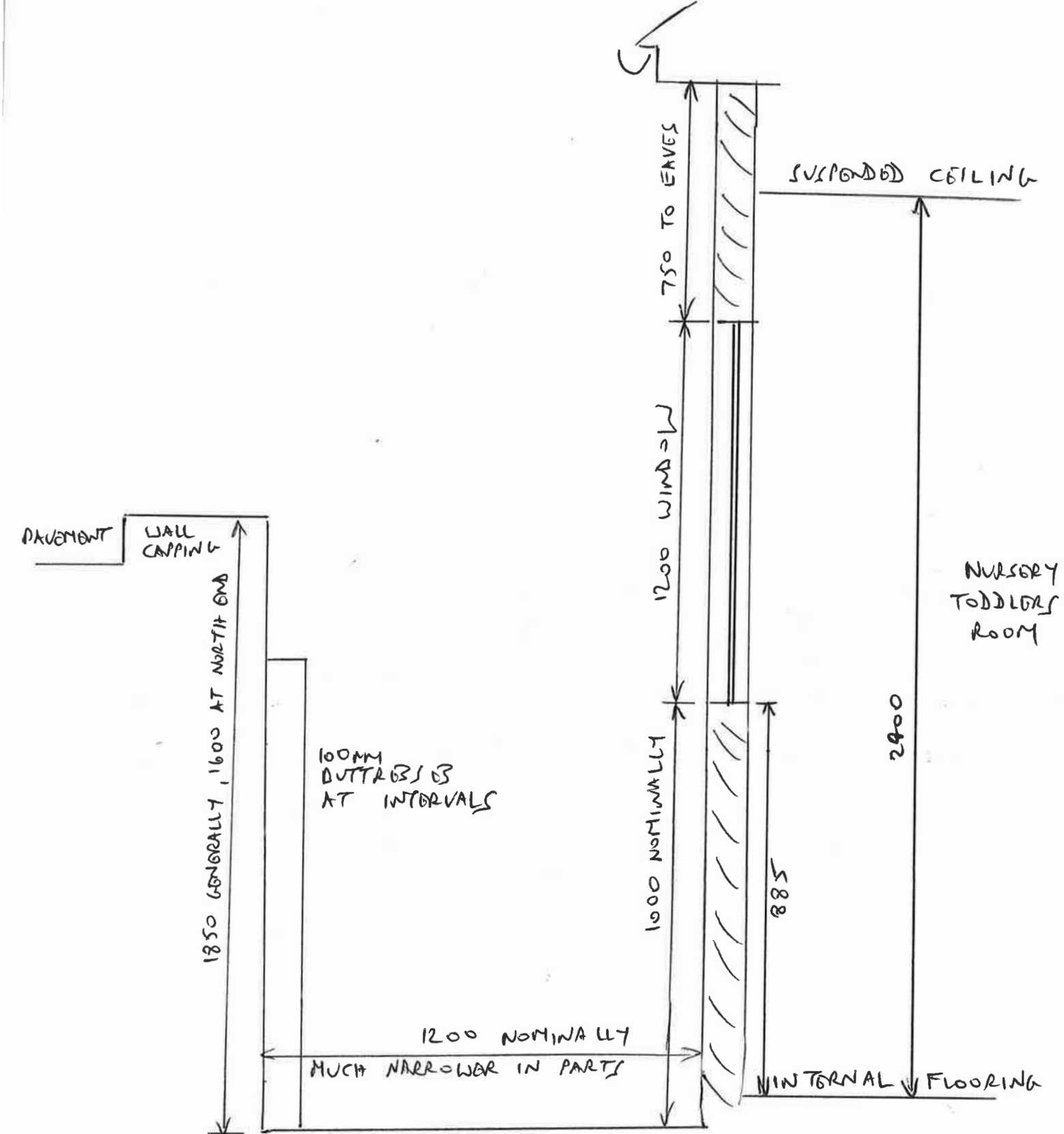
Cainscross Regional Office,  
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Stroud,  
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E-mail: [pat.kiely@midcounties.coop](mailto:pat.kiely@midcounties.coop)

ISO Paper Size A3 420mm x 297mm

OXFORD NURSERY - PROPOSED ALTERATIONS





STOPS AT SOUTH END ARE 1400 TALL.



## **Oxford Corridor phase 2 – Co-Op nursery site inspection/discussion**

### Becky Collins, NR Surveyor notes:

Meeting with Zoe, deputy manager for Co-op childcare nursery, along with Andy Willson (see separate notes below).

Explained to Zoe purpose of meeting to gain understanding of internal layout etc so that project could begin to plan their scope of works. Outlined work that will be required to alter building for the project (removing section of external wall to accommodate new Sheepwash bridge alignment). Discussed potential work that NR could consider undertaking whilst the nursery was temporarily vacated (see Andy Willson's notes below).

Zoe mentioned the main concern was the temporary location being too far away from the station. This is because the majority of parents who use the nursery are commuting into Oxford or to London and need to drop off their child(ren) quickly before returning to the railway station. If the temporary location was too far away, there is concern that they would lose business to a competitor. Explained that project were considering Beckett St car park for the temporary location; this provided reassurance and Zoe felt this would be an ideal location. Zoe also mentioned that many of the staff are long-standing and that they don't like change – they would much prefer to stay in the current building rather than relocate permanently. If the project can offer improvements to the existing building, Zoe felt that this would excite the staff and please parents too.

The nursery has the capacity for up to 71 children and 25 staff.

### Andy Willson, NR Project Engineer notes:

On 29/10/20 Becky and I visited the nursery, by agreement with the Co-Op. Unfortunately the visit had to occur in the hours of darkness.

The visit was very positive and the manager (Zoe) provided a lot of useful information including:-

The building is well liked by the staff, clients and children and they would be very happy to stay in the existing location long term, so would tolerate a temporary decampment to allow safe construction of the new Sheepwash bridge plus the building modifications.

It is very difficult to even carry out basic decoration while the building is occupied, as it is open 0730 to 1830 Monday to Friday apart from bank holidays.

The external passage on the east side is not used.

The roof space is massive but is currently only accessible via a roof hatch.

The rest of the building and all external areas are used to absolute capacity.

They have some improvements they would like to make which we could consider helping with, as compensation for the modifications we make (east wall re-work/room reduction and temporary decampment):-



Provision of an archway (with a child-lock gate) to the south east room (where we want to make the wall reduction) would save a long walk round and would make the building function better.

The 'long way round' route goes via a central corridor which currently serves little other purpose. This is the area of the roof hatch. This area could easily be converted into a set of stairs leading to the large loft area. My suggestion would be for NR to agree to provide the stairs, cut out the ceiling entry and board the attic out then say it is for the nursery themselves to partition/fit out/wire etc the attic, relocate the staff office/staff room up there and then carry out any alterations to re-purpose the vacated downstairs rooms, ie we carry out the major facilitation but don't get involved in the details and the grief of actual specifications, finishes, logistics of moves etc.

The external south facing play area has a rubberised type floor matting which gets very hot in the summer so the babies can't crawl about on it. We could change the floor to fake grass (suggested by Zoe) and provide an awning. A suitable awning would be as this photo from a school in Swindon shown below, but possibly with a lower height agreed.



We would certainly have to re-decorate the three rooms we alter, and could possibly offer to re-paint the lot???

## Photos

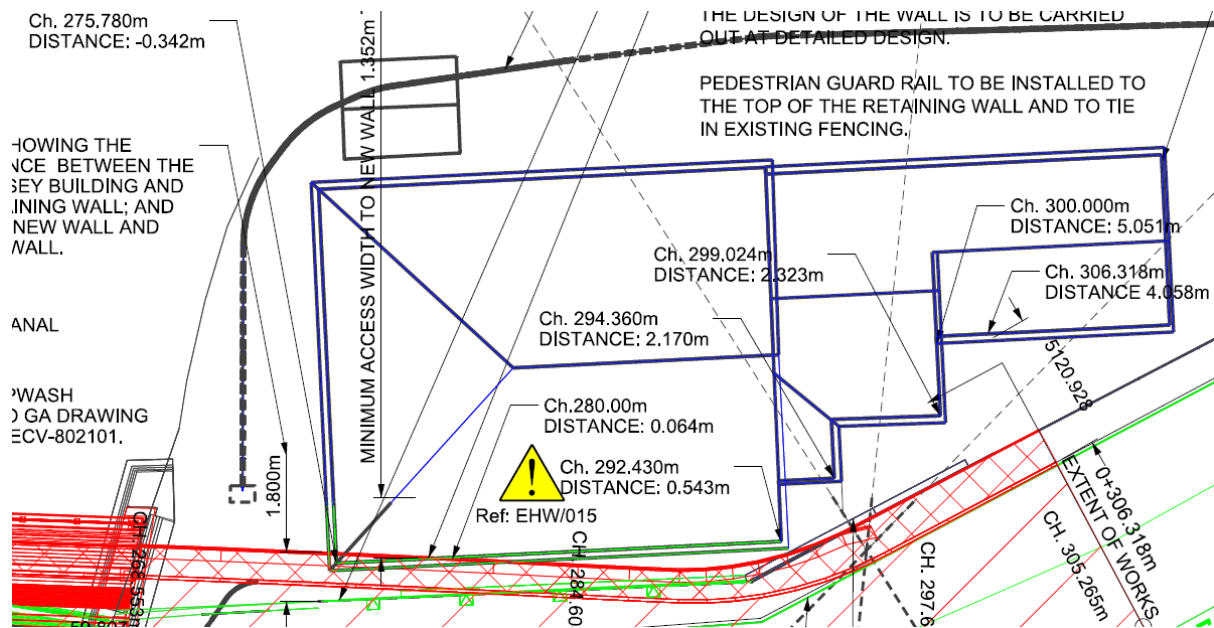


General view of the south elevation. The size of the 'attic' area can be gauged from the pitched roof size (the whole building is about 13m wide. The area between the fence and the building is the south facing play area which gets too hot (see above).



This is the east face, which at the end closest to camera would need to be narrowed and the wall re-built. Between the road fence and the building is the currently un-used passageway which would be lost. The new road pavement will be tight to the building, fouling the current building wall by 650mm at the end closest to the camera and then circa 250mm away at the far end, as the sketch plan below. To the left of the tree (by the railing) is a gate with steps down to the south end play area. This gate isn't used now. At the bottom of the steps is a NR owned/maintained pump room, with sewage pumps lifting the sewer 'water' from the Up Carriage Sidings, ex Down

Carriage sidings buildings and the nursery up to a pump main over Sheepwash bridge. Whether this pumps the student apartments etc sewage as well I don't know. This pumping installation may also need to be moved for the bridge.



The new pavement is shown red hatched. The back of pavement penetrates 342mm into the east room at the corner plus the wall thickness (so circa 650mm total) but just clears the wall 5.1m further north. At the corner the back of pavement is still clear of the building.



This 'dark' view shows the detail of the east wall, with windows below road level and the pitched roof.





The other end of the same wall, with the building then reducing in width for the northern sections (which wouldn't be affected by the NR proposals).



The passageway seen from the road. The white wall to the left of the passage is a brick built retaining wall (holding the road/pavement up) and would need to be replaced with a new reinforced concrete wall which would then have the nursery wall built on top of it (to save width) and would be 'tanked' to prevent water ingress to the nursery through the retaining wall.

Below are some detailed views of the retaining wall looking both ways, also showing the steps at the south end to the ex gate plus showing that the north end pinch-point at the corner where the pavement bears left/building narrows is already too narrow for the external passage to have any meaningful use. There is also a photo showing the eaves/gutter detail.







Inside the building the views are as follows:-



The end wall with the 'we can build' poster is the south facing wall and the fire exit door opens out into the south external play area. The wall to be modified for the NR project is the left wall, coming in about 650mm where the 'we can build' poster is and the tapering down to nothing near the camera. The

proposed archway would be in the right hand wall.



The same room looking north (the external passageway and the road is to the right in this view). The doorway at the very left edge of the photo is the 'long way round corridor' which would be blocked off in the proposal (with stairs to the attic behind this doorway out of

sight in this photo).



Detail of the south east corner, where the wall will be moved inwards.





The archway would go the far side of the sink unit, where the big wall poster is.

The 'long way round' corridor, which would become stairs up into the attic area. The current hatch door is in the ceiling above my head.

Attached are two plan views of the building. One shows the existing arrangement, with some more recent alterations added to the formal drawing. It also shows via ③→ symbols where the above photos are taken (numbered 1 to 16 going down/across this document). The second shows the proposed alterations.

Also attached is a dimensioned plan of the toddlers play room, where the wall alterations would be carried out and a section looking south through the road pavement/external passageway/wall into the room.

Once we agree the proposals internally we would need to reflect them back to Co-Op, particularly as Jennifer was not party to the Zoe discussions at site. We would then need to appoint a designer to come up with proper designs for the proposals.

Becky Collins and Andy Willson 16/11/20

Landowner contact record

23/03/21 – Phone call between Becky Collins (NR Surveyor) and ) and Gwyn Church (Surveyor at Savills acting for Co-op/Kenmare Estates)

BC called GC for an update.

GC advised that since Jennifer (his client) had returned from holiday, she was waiting for a colleague to return from leave. GC has chased his client and is hoping to get a meeting in the diary with himself and the other Surveyor, Kirk and his client this week. GC mentioned that Kirk was only attending the initial meeting and acknowledged that it would be unusual for 2 surveyors to act. BC said that is fine and that she didn't want Savills to take it the wrong way, however, NR would normally only pay for 1 surveyor.

BC explained that NR had been liaising with his client for many months and had been led down the path of the temporary accommodation. NR has spent many hours putting together proposals on this basis and his client had provided a lot of information to help with that. BC advised that if his client is going to change the desired outcome, this is fine, but NR needs to know asap. NR have very little time in the programme to get plan for moving the nursery and will soon be going to tender – NR needs to include the high level detail regarding any planned temporary nursery accommodation in that tender process, therefore it is imperative we know whether or not this is what their client wants. GC understood this and said he would follow up with his client. He said it may be that this still want their client wants and that perhaps they just wanted to re-consider all options now that they have a professional advisor.

GC agreed to update BC asap and BC said that she was happy to arrange a MS Teams meeting to discuss if required.

#### Landowner contact record

26/03/21 – Phone call between Becky Collins (NR Surveyor) and ) and Gwyn Church (Surveyor at Savills acting for Co-op/Kenmare Estates)

GC called BC with an update.

GC advised that he and his colleague (Kirk) have now met with their client, Jennifer.

Their client has to put forward a business case for any proposed property transaction and there is a corporate governance policy they have to follow.

The Co-op still see the temporary location as a good fallback option. GC advised that his client stated that NR has been very cooperative and helpful.

However, they would like to consider a permanent relocation instead. GC asked whether NR could make the temporary location (in Beckett St station car park) a permanent location for the nursery. BC advised that this is complex, as NR are regulated by the Office of Road and Rail and there are lengthy stakeholder consultations and processes to go through before we could say whether or not we could dispose of the interest. In addition, NR would need to negotiate with GWR for the part surrender of their lease. BC said her initial feeling was that it would be unlikely to get approval – the Phase 2 project is about increasing capacity at the station due to passenger growth – therefore, reducing the car park provision for rail passengers is counter-intuitive and would be difficult to justify.

GC asked if BC had any knowledge of available sites in Oxford that may be suitable as a nursery – BC advised that this would depend upon his clients requirements; if their requirement is still to be in close proximity to the station, then there is a lack of sites. Whilst there is a master plan for the area, this is some way off and is not within the programme for the Oxford Phase 2 project. BC mentioned that their other client (Christ Church) mentioned at the meeting (which his colleague Giles Wordsworth was present) that they were looking to sell or develop the Westgate hotel site. Therefore, it maybe worth GC exploring this with both of their clients.

BC agreed to make initial informal enquiries about the Beckett St car park site as a permanent location for the nursery but again cautioned that this was unlikely.



**From:** Rebecca Collins <Rebecca.Collins@networkrail.co.uk>  
**Sent:** 01 April 2021 11:58  
**To:** Gwyn Church <gwyn.church@savills.com>  
**Subject:** RE: Oxford Nursery, Roger Dudman Way  
**Importance:** High

OFFICIAL

Subject to Contract

Dear Gwyn,

Thank you for your call on 26 March 2021. I really appreciate your efforts in moving this matter forward.

Further to our conversation, I have received some feedback on the possibility of part of Beckett Street station car park becoming a permanent location for the childcare nursery.

The master plan for the area has this land identified as a site of a multi-storey car park. As mentioned on our call, I felt it was unlikely that this land would be available, as it is counter-intuitive to the remit of Oxford Phase 2 project; e.g. there is demand for increased capacity at the station and, therefore, it would be difficult to justify to stakeholders the disposal of part of the station car park. In essence, the fact that this site has been ear-marked for a multi-storey car park reaffirms the likely outcome of any regulatory consultation. I therefore do not feel it is worth exploring this option further.

I can confirm that Network Rail is willing to consider a permanent relocation of the nursery. Indeed, in many ways, this would be far simpler for project delivery.

In order to ensure we stay on programme, please could you urgently take your clients instructions on their requirements and investigate whether such a site is likely to be available. For example, we were led to believe that your client wished to stay within relative close proximity to Oxford Station (at least, not much further away from the station than where they are currently). If this is still a key requirement, that significantly reduces the options.

Network Rail are willing to pay your reasonable professional fees to explore this option on behalf of your client. If such a suitable site is available, we need to progress this matter with expediency. Network Rail would seek to acquire any such site ahead of the project works commencing next year. We would need to allow your client has sufficient time to carry out any works and relocate. Working back from the target date to start project work in November 2022, I conclude that we need such a site to be identified imminently.

As mentioned on our call, Network Rail are aware that you already act for another client who owns West Gate hotel. We believe that they were looking to dispose of their site – it may well be worth exploring whether a solution could be found which would satisfy both of your clients?

I look forward to hearing from you – please do let me know if a meeting would expedite matters.

Kind regards,

 **Rebecca Collins MSc MRICS FAAV**  
Senior Surveyor, Western Route



07515 620 306

[Rebecca.Collins@networkrail.co.uk](mailto:Rebecca.Collins@networkrail.co.uk)



**From:** Gwyn Church <[gwyn.church@savills.com](mailto:gwyn.church@savills.com)>  
**Sent:** 11 March 2021 11:26  
**To:** Rebecca Collins <[Rebecca.Collins@networkrail.co.uk](mailto:Rebecca.Collins@networkrail.co.uk)>  
**Subject:** RE: Oxford Nursery, Roger Dudman Way

Hi Rebecca

Thank you for the below and your subsequent email regarding NR public engagement.

I have emailed Jennifer to arrange a call with Kirk and I. She is away on leave at the moment, returning next week. I will let you know once we have had an opportunity to talk to her.

Kind regards

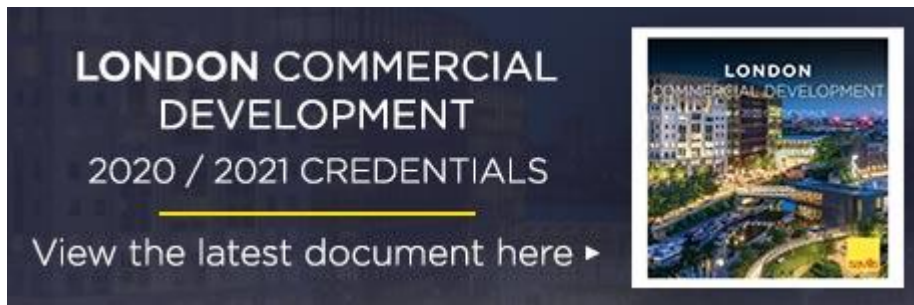
Gwyn

**Gwyn Church BSc (Hons) MRICS FAAV  
Associate  
Compulsory Purchase**

Savills, 33 Margaret Street, London W1G 0JD  
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Mobile : +44 (0) 7811 676 688  
Email : [gwyn.church@savills.com](mailto:gwyn.church@savills.com)  
Website : <http://www.savills.co.uk>



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**From:** Rebecca Collins [<mailto:Rebecca.Collins@networkrail.co.uk>]

**Sent:** 05 March 2021 15:20

**To:** Gwyn Church <[gwyn.church@savills.com](mailto:gwyn.church@savills.com)>

**Subject:** RE: Oxford Nursery, Roger Dudman Way

**EXTERNAL EMAIL: Be cautious when opening attachments or clicking links**

OFFICIAL

Subject to Contract

Hi Gwyn

Thank you for your email, the content of which was of some surprise.

Network Rail have been liaising with your client for a considerable period and had been very much guided by them that item 1 below (permanent relocation of the nursery) is not an option .

In order to ensure a successful outcome for your client, can you urgently seek their instructions and ask them to clarify their preferred option. In the meantime, I respond to your queries below, as follows:

1. **Information on the opportunity for a permanent land swap with Network Rail, as opposed to temporary relocation.**  
As mentioned above, Network Rail is prepared to consider this option, but we need your client to urgently advise if this is their preference (or not).
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Please find attached a file note along with sketch plan; nothing in the file note is a commitment by Network Rail to undertake any work and it remains subject to contract. However, I trust the information contained within will be of assistance. There is a version of the attached sketch plan currently being developed to assist the project; I can forward this onto you once it is available if required.
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The difficulty with this is that we will be unable to confirm the exact programme until such time as we have a contractor on board. Similarly, we don't know how long any contractor your client may wish to appoint would need within the suggested 3 month period. In

principle, we agree that we will work with your client to ensure there is sufficient time for works to the internal configuration of the nursery to take place.

On the sewage/water pump issue, the project are currently investigating whether it will be possible to remove it completely or at least reduce its size; this is currently going through design stage, so we cannot be certain of the outcome at present. However, I will of course let you know as soon as this position becomes clear. In the meantime, any information your client has on this would be much appreciated.

Finally, just a reminder that I await an estimate of your fees.

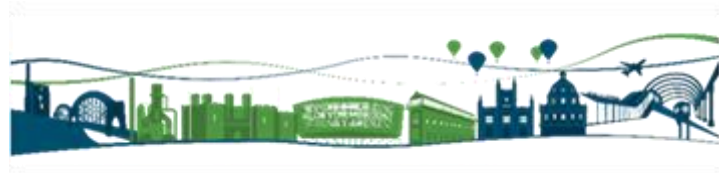
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Senior Surveyor, Western Route

07515 620 306

[Rebecca.Collins@networkrail.co.uk](mailto:Rebecca.Collins@networkrail.co.uk)



**From:** Gwyn Church <[gwyn.church@savills.com](mailto:gwyn.church@savills.com)>  
**Sent:** 25 February 2021 14:13  
**To:** Rebecca Collins <[Rebecca.Collins@networkrail.co.uk](mailto:Rebecca.Collins@networkrail.co.uk)>  
**Subject:** RE: Oxford Nursery, Roger Dudman Way

Hi Rebecca

We appreciate confirmation Network Rail wish to come to an agreement by way of private treaty, as opposed to use of powers, as it is with our Client.

Subsequent to my last email, I have had an opportunity to discuss the Network Rail's proposals on the phone to Jennifer. I understand that not all the options available to Midcounties Coop have necessarily been discounted, or even discussed in great detail. I intend on emailing Jennifer shortly to provide my views on alternative options to them, which may in turn be discounted, but given this is the only opportunity to do so, it is our advice (and at Jennifer's request) that all options are reviewed in the first instance.

In order to better understand the options available, I would be grateful if some more information could be provided on the below. Apologies if this information has already been provided.

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I will continue to keep you updated as and when necessary.

Kind regards

Gwyn

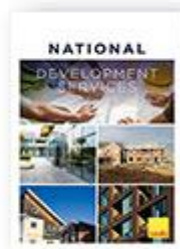
**Gwyn Church BSc (Hons) MRICS FAAV**  
Associate  
Compulsory Purchase

Savills, 33 Margaret Street, London W1G 0JD  
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 Website : <http://www.savills.co.uk>



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**From:** Rebecca Collins [<mailto:Rebecca.Collins@networkrail.co.uk>]

**Sent:** 25 February 2021 09:04

**To:** Gwyn Church <[gwyn.church@savills.com](mailto:gwyn.church@savills.com)>

**Subject:** RE: Oxford Nursery, Roger Dudman Way

**EXTERNAL EMAIL: Be cautious when opening attachments or clicking links**

OFFICIAL

Hi Gwyn,

Many thanks for your email and the update. This is very much appreciated.



I am currently working with the project team to produce a high level proposal for temporary accommodation for the nursery during the construction phase. Due to the time pressures in the programme, we would welcome a meeting with the duty manager or deputy manager of the nursery, as well as your client and yourself to expedite matters.

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I look forward to hearing from you.

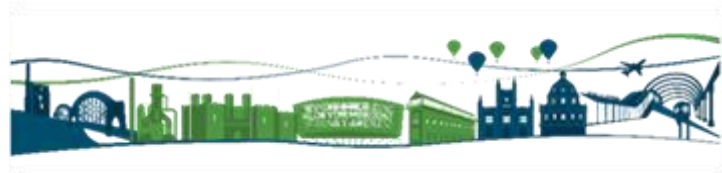
Kind regards,



**Rebecca Collins MSc MRICS FAAV**  
Senior Surveyor, Western Route

07515 620 306

[Rebecca.Collins@networkrail.co.uk](mailto:Rebecca.Collins@networkrail.co.uk)



**From:** Gwyn Church <[gwyn.church@savills.com](mailto:gwyn.church@savills.com)>  
**Sent:** 17 February 2021 10:24  
**To:** Rebecca Collins <[Rebecca.Collins@networkrail.co.uk](mailto:Rebecca.Collins@networkrail.co.uk)>  
**Subject:** RE: Oxford Nursery, Roger Dudman Way

Hi Rebecca

Thank you for the below information.

Following our recent meeting, we sent an email outlining what we discussed and some thoughts to Jennifer Goold, but yet to hear back. We will chase, and when we are clear of our instructions, we will be able to provide a fee budget.

Many thanks

Gwyn

**Gwyn Church BSc (Hons) MRICS FAAV**  
**Associate**  
**Compulsory Purchase**

Savills, 33 Margaret Street, London W1G 0JD



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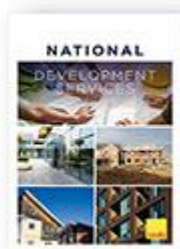


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whole development lifecycle

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**From:** Rebecca Collins [<mailto:Rebecca.Collins@networkrail.co.uk>]

**Sent:** 09 February 2021 13:00

**To:** [Oxford.Nursery@thecooperativechildcare.coop](mailto:Oxford.Nursery@thecooperativechildcare.coop)

**Cc:** Gwyn Church <[gwyn.church@savills.com](mailto:gwyn.church@savills.com)>

**Subject:** FW: Oxford Nursery, Roger Dudman Way

**EXTERNAL EMAIL: Be cautious when opening attachments or clicking links**

OFFICIAL

FAO Zoe & Jordanne Collins

Dear Zoe,

It was a pleasure to speak again a moment ago. As mentioned, Network Rail received the email below.

Jennifer at Mid Counties Co-op have instructed Savills to act and, therefore, I need to liaise with them in the first instance. I have copied in Gwyn Church of Savills for information.

Network Rail are awaiting to hear from Savills, however, we have discussed the proposed relocation of the nursery with them. Our intentions are to liaise with you (via Savills) on any proposals.

**Gwyn**, Zoe is the Deputy Manager at the nursery in Oxford and met myself and the Project Engineer last year. As well as liaising with Jennifer, Zoe will be able to explain the practical day-to-day management and operations of the nursery. Therefore, you may wish to include Zoe in any requirements gathering exercise for the proposed temporary relocation etc.

Kind regards,



**Rebecca Collins MSc MRICS FAAV**  
Senior Surveyor, Western Route

07515 620 306

[Rebecca.Collins@networkrail.co.uk](mailto:Rebecca.Collins@networkrail.co.uk)



**From:** Matthew Thompson <[Matthew.Thompson2@networkrail.co.uk](mailto:Matthew.Thompson2@networkrail.co.uk)>  
**Sent:** 09 February 2021 07:53  
**To:** Christopher Nash <[Christopher.Nash@networkrail.co.uk](mailto:Christopher.Nash@networkrail.co.uk)>; Lynne Halman <[Lynne.Halman@networkrail.co.uk](mailto:Lynne.Halman@networkrail.co.uk)>; Rebecca Collins <[Rebecca.Collins@networkrail.co.uk](mailto:Rebecca.Collins@networkrail.co.uk)>; Lisa Bullock <[Lisa.Bullock@networkrail.co.uk](mailto:Lisa.Bullock@networkrail.co.uk)>; Colin Field <[Colin.Field@networkrail.co.uk](mailto:Colin.Field@networkrail.co.uk)>; David Paull <[David.Paull@networkrail.co.uk](mailto:David.Paull@networkrail.co.uk)>  
**Subject:** FW: Oxford Nursery, Roger Dudman Way

Hi All

Who has been dealing with the nursery? Please note the below.

Thanks

Matthew

**From:** Cllr Susanna Pressel <[Susanna.Pressel@Oxfordshire.gov.uk](mailto:Susanna.Pressel@Oxfordshire.gov.uk)>  
**Sent:** 08 February 2021 18:13  
**To:** Matthew Thompson <[Matthew.Thompson2@networkrail.co.uk](mailto:Matthew.Thompson2@networkrail.co.uk)>  
**Subject:** Oxford Nursery, Roger Dudman Way

Hi Matthew

There is a new manager at the nursery, Jordanne Collins. She seems to know almost nothing about the relocation.

I hope someone will contact her soon -- [Oxford.Nursery@thecooperativechildcare.coop](mailto:Oxford.Nursery@thecooperativechildcare.coop) , tel 01865 200967?

Kind regards

*Susanna*

Councillor Susanna Pressel  
City and County Councillor for Jericho and Osney  
7 Rawlinson Road  
Oxford  
OX2 6UE  
01865 554001  
[www.oxford.gov.uk](http://www.oxford.gov.uk)  
[www.oxfordshire.gov.uk](http://www.oxfordshire.gov.uk)

**From:** Rebecca Collins <Rebecca.Collins@networkrail.co.uk>  
**Sent:** 12 April 2021 12:57  
**To:** Gwyn Church <gwyn.church@savills.com>  
**Cc:** Kirk Macdiarmid <KMacdiarmid@savills.com>  
**Subject:** RE: Oxford Nursery, Roger Dudman Way

OFFICIAL

Dear Gwyn,

Just to update you, Network Rail are altering the Transport and Works Act Order to provide for the permanent acquisition of the whole of your clients' interest.

This is a precaution only and Network Rail's intention is to continue to negotiate to find a solution that is acceptable to your clients.

The land plans and Book of Reference are in the process of being updated this week. The submission date for the TWAO is 21 May 2021. Hence why we have to include any possible permanent land requirements now – this does not prejudice the ongoing conversations we are having with you/your client and Network Rail, however, we do have to cater for all outcomes, as I am sure you can appreciate.

I hope that makes sense, but please do call me should you have any queries.

Kind regards,



**Rebecca Collins MSc MRICS FAAV**  
Senior Surveyor, Western Route

07515 620 306

[Rebecca.Collins@networkrail.co.uk](mailto:Rebecca.Collins@networkrail.co.uk)



**From:** Rebecca Collins  
**Sent:** 07 April 2021 16:09  
**To:** Gwyn Church <[gwyn.church@savills.com](mailto:gwyn.church@savills.com)>  
**Cc:** Kirk Macdiarmid <[KMacdiarmid@savills.com](mailto:KMacdiarmid@savills.com)>  
**Subject:** RE: Oxford Nursery, Roger Dudman Way

OFFICIAL

Dear Gwyn,

Many thanks; I look forward to hearing from you.

Kind regards,



**Rebecca Collins MSc MRICS FAAV**  
Senior Surveyor, Western Route

07515 620 306

[Rebecca.Collins@networkrail.co.uk](mailto:Rebecca.Collins@networkrail.co.uk)



**From:** Gwyn Church <[gwyn.church@savills.com](mailto:gwyn.church@savills.com)>  
**Sent:** 07 April 2021 15:46  
**To:** Rebecca Collins <[Rebecca.Collins@networkrail.co.uk](mailto:Rebecca.Collins@networkrail.co.uk)>  
**Cc:** Kirk Macdiarmid <[KMacdiarmid@savills.com](mailto:KMacdiarmid@savills.com)>  
**Subject:** RE: Oxford Nursery, Roger Dudman Way

Dear Rebecca

Thank you for the below email.

I have reported back to Midcounties that the temporary site is not available as a permanent solution, however, I have notified them that alongside the other options available to them, that a permanent land swap would be available on another site, should one be found.

I will wait to hear back from Midcounties with how they wish to proceed and will update you at that time.

Kind regards

Gwyn

**Gwyn Church BSc (Hons) MRICS FAAV**  
**Associate**  
**Compulsory Purchase**

Savills, 33 Margaret Street, London W1G 0JD

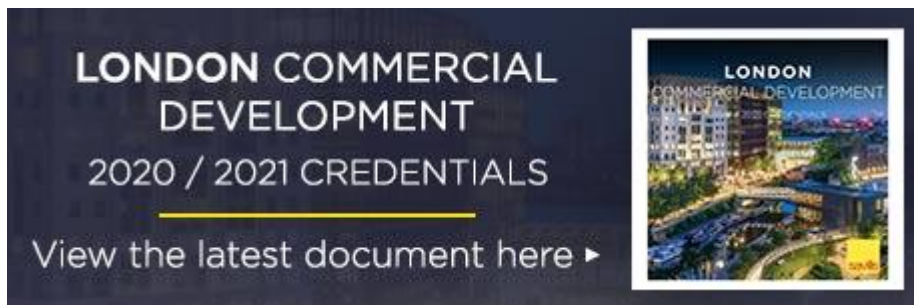


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Website : <http://www.savills.co.uk>





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**From:** Rebecca Collins [<mailto:Rebecca.Collins@networkrail.co.uk>]

**Sent:** 01 April 2021 11:58

**To:** Gwyn Church <[gwyn.church@savills.com](mailto:gwyn.church@savills.com)>

**Subject:** RE: Oxford Nursery, Roger Dudman Way

**Importance:** High

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OFFICIAL

Subject to Contract

Dear Gwyn,

Thank you for your call on 26 March 2021. I really appreciate your efforts in moving this matter forward.

Further to our conversation, I have received some feedback on the possibility of part of Beckett Street station car park becoming a permanent location for the childcare nursery.

The master plan for the area has this land identified as a site of a multi-storey car park. As mentioned on our call, I felt it was unlikely that this land would be available, as it is counter-intuitive to the remit of Oxford Phase 2 project; e.g. there is demand for increased capacity at the station and, therefore, it would be difficult to justify to stakeholders the disposal of part of the station car park. In essence, the fact that this site has been ear-marked for a multi-storey car park reaffirms the likely outcome of any regulatory consultation. I therefore do not feel it is worth exploring this option further.

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I look forward to hearing from you – please do let me know if a meeting would expedite matters.

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07515 620 306

[Rebecca.Collins@networkrail.co.uk](mailto:Rebecca.Collins@networkrail.co.uk)



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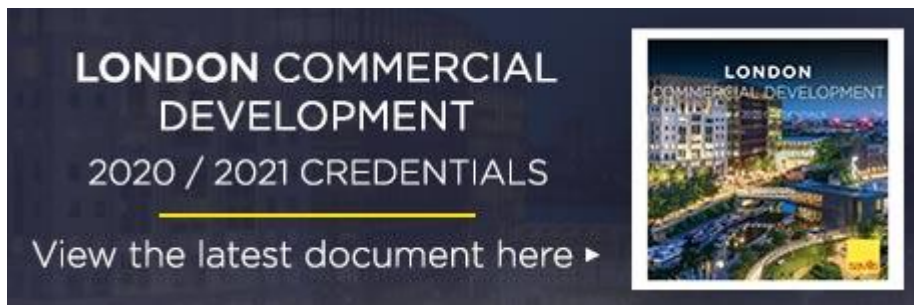
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**Associate**  
**Compulsory Purchase**



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**Sent:** 05 March 2021 15:20

**To:** Gwyn Church <[gwyn.church@savills.com](mailto:gwyn.church@savills.com)>

**Subject:** RE: Oxford Nursery, Roger Dudman Way

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Subject to Contract

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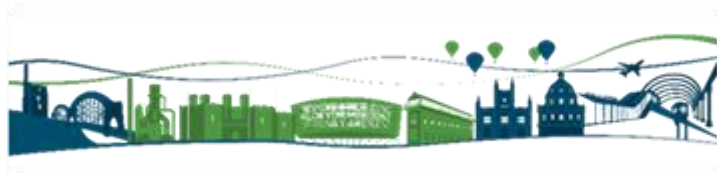
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[Rebecca.Collins@networkrail.co.uk](mailto:Rebecca.Collins@networkrail.co.uk)



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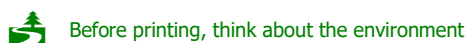
I will continue to keep you updated as and when necessary.

Kind regards

Gwyn

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**Associate**  
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**From:** Rebecca Collins [<mailto:Rebecca.Collins@networkrail.co.uk>]

**Sent:** 25 February 2021 09:04

**To:** Gwyn Church <[gwyn.church@savills.com](mailto:gwyn.church@savills.com)>

**Subject:** RE: Oxford Nursery, Roger Dudman Way



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OFFICIAL

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**Sent:** 17 February 2021 10:24

**To:** Rebecca Collins <[Rebecca.Collins@networkrail.co.uk](mailto:Rebecca.Collins@networkrail.co.uk)>

**Subject:** RE: Oxford Nursery, Roger Dudman Way

Hi Rebecca

Thank you for the below information.

Following our recent meeting, we sent an email outlining what we discussed and some thoughts to Jennifer Goold, but yet to hear back. We will chase, and when we are clear of our instructions, we will be able to provide a fee budget.

Many thanks

Gwyn

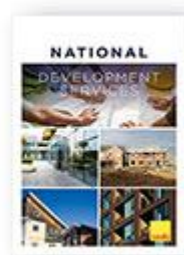
**Gwyn Church BSc (Hons) MRICS FAAV**  
**Associate**  
**Compulsory Purchase**

Savills, 33 Margaret Street, London W1G 0JD  
 Tel : +44 (0) 203 618 3583  
Mobile : +44 (0) 7811 676 688  
Email : [gwyn.church@savills.com](mailto:gwyn.church@savills.com)  
Website : <http://www.savills.co.uk>



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**From:** Rebecca Collins [<mailto:Rebecca.Collins@networkrail.co.uk>]  
**Sent:** 09 February 2021 13:00  
**To:** [Oxford.Nursery@thecooperativechildcare.coop](mailto:Oxford.Nursery@thecooperativechildcare.coop)  
**Cc:** Gwyn Church <[gwyn.church@savills.com](mailto:gwyn.church@savills.com)>  
**Subject:** FW: Oxford Nursery, Roger Dudman Way

**EXTERNAL EMAIL: Be cautious when opening attachments or clicking links**

OFFICIAL

FAO Zoe & Jordanne Collins

Dear Zoe,

It was a pleasure to speak again a moment ago. As mentioned, Network Rail received the email below.

Jennifer at Mid Counties Co-op have instructed Savills to act and, therefore, I need to liaise with them in the first instance. I have copied in Gwyn Church of Savills for information.

Network Rail are awaiting to hear from Savills, however, we have discussed the proposed relocation of the nursery with them. Our intentions are to liaise with you (via Savills) on any proposals.

**Gwyn**, Zoe is the Deputy Manager at the nursery in Oxford and met myself and the Project Engineer last year. As well as liaising with Jennifer, Zoe will be able to explain the practical day-to-day management and operations of the nursery. Therefore, you may wish to include Zoe in any requirements gathering exercise for the proposed temporary relocation etc.

Kind regards,



**Rebecca Collins MSc MRICS FAAV**  
Senior Surveyor, Western Route

07515 620 306

[Rebecca.Collins@networkrail.co.uk](mailto:Rebecca.Collins@networkrail.co.uk)



**From:** Matthew Thompson <[Matthew.Thompson2@networkrail.co.uk](mailto:Matthew.Thompson2@networkrail.co.uk)>

**Sent:** 09 February 2021 07:53

**To:** Christopher Nash <[Christopher.Nash@networkrail.co.uk](mailto:Christopher.Nash@networkrail.co.uk)>; Lynne Halman <[Lynne.Halman@networkrail.co.uk](mailto:Lynne.Halman@networkrail.co.uk)>; Rebecca Collins <[Rebecca.Collins@networkrail.co.uk](mailto:Rebecca.Collins@networkrail.co.uk)>; Lisa Bullock <[Lisa.Bullock@networkrail.co.uk](mailto:Lisa.Bullock@networkrail.co.uk)>; Colin Field <[Colin.Field@networkrail.co.uk](mailto:Colin.Field@networkrail.co.uk)>; David Paull <[David.Paull@networkrail.co.uk](mailto:David.Paull@networkrail.co.uk)>

**Subject:** FW: Oxford Nursery, Roger Dudman Way

Hi All

Who has been dealing with the nursery? Please note the below.

Thanks

Matthew

**From:** Cllr Susanna Pressel <[Susanna.Pressel@Oxfordshire.gov.uk](mailto:Susanna.Pressel@Oxfordshire.gov.uk)>

**Sent:** 08 February 2021 18:13

**To:** Matthew Thompson <[Matthew.Thompson2@networkrail.co.uk](mailto:Matthew.Thompson2@networkrail.co.uk)>

**Subject:** Oxford Nursery, Roger Dudman Way

Hi Matthew

There is a new manager at the nursery, Jordanne Collins. She seems to know almost nothing about the relocation.

I hope someone will contact her soon -- [Oxford.Nursery@thecooperativechildcare.coop](mailto:Oxford.Nursery@thecooperativechildcare.coop) , tel 01865 200967?

Kind regards

*Susanna*

Councillor Susanna Pressel

City and County Councillor for Jericho and Osney  
7 Rawlinson Road  
Oxford  
OX2 6UE  
01865 554001  
[www.oxford.gov.uk](http://www.oxford.gov.uk)  
[www.oxfordshire.gov.uk](http://www.oxfordshire.gov.uk)

Landowner contact record

15/04/21 – Phone call between Becky Collins (NR Surveyor) and ) and Gwyn Church (Surveyor at Savills acting for Co-op/Kenmare Estates)

GC called BC with an update.

GC advised that he has updated his client to explain that NR have altered the TWAO to show a permanent acquisition of the whole of the nursery site.

GC asked whether this prejudiced conversations regarding the previously discussed temporary relocation. BC advised that it did not prejudice this at all, however, NR needed to understand urgently which option their client wants in order to incorporate their requirements into plans, tender documents etc. BC advised that if permanent relocation is to be considered, then an alternative site needs to be found quickly to tie in with programme timescales. GC understood and said that his client was in the process of writing a requirements document and that they would be investigating if there are any suitable sites or not & reporting this to their client. GC agreed with BC that there may be very limited options near Oxford station. BC advised that NR would contribute to the cost of a replacement property with that being assessed as the value of their current building. BC advised that if a suitably building of greater value was identified, that NR will only offer a contribution towards it. GC understood. BC reiterated that the only reason NR has changed the TWAO land plans to show permanent acquisition of the whole is to coincide with their clients' recent position that they would prefer permanent relocation.

GC understood and agreed to update BC again as soon as possible.



**From:** Rebecca Collins <Rebecca.Collins@networkrail.co.uk>  
**Sent:** 16 April 2021 11:22  
**To:** Gwyn Church <gwyn.church@savills.com>  
**Subject:** RE: Midcounties

OFFICIAL

Hi Gwyn,

That's absolutely fine – and is correct. As mentioned, the key constraint for Network Rail is the time it takes to establish your clients preferred position – we urgently need to agree high level principles and heads of terms, such that the project can start planning these requirements and reflecting them in any tender documents to contractors.

If there is anything else you need from me, please do not hesitate to get in touch.

Otherwise, I look forward to hearing from you again in due course.

Kind regards,



**Rebecca Collins MSc MRICS FAAV**  
Senior Surveyor, Western Route

07515 620 306

[Rebecca.Collins@networkrail.co.uk](mailto:Rebecca.Collins@networkrail.co.uk)



**From:** Gwyn Church <[gwyn.church@savills.com](mailto:gwyn.church@savills.com)>  
**Sent:** 16 April 2021 11:09  
**To:** Rebecca Collins <[Rebecca.Collins@networkrail.co.uk](mailto:Rebecca.Collins@networkrail.co.uk)>  
**Subject:** Midcounties

Hi Rebecca

Further to our call yesterday, I just wanted to email to confirm our your update to me that whilst the area subject to permanent acquisition has been extended to include the whole nursery site (and this will remain the case for the TWAO application), this will not prejudice historic negotiations, nor will it prejudice the opportunity for a temporary relocation to the site in the car park, before relocating back to the original nursery.

As I said, I hope to be in a positon to review any opportunities for a permanent land swap next week, thereafter I will have clearer picture whether it is to be the permanent land swap or the temporary relocation as the chosen option.

Kind regards

Gwyn

**Gwyn Church BSc (Hons) MRICS FAAV  
Associate  
Compulsory Purchase**

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 Tel : +44 (0) 203 618 3583  
Mobile : +44 (0) 7811 676 688  
Email : [gwyn.church@savills.com](mailto:gwyn.church@savills.com)  
Website : <http://www.savills.co.uk>



**From:** Gwyn Church <gwyn.church@savills.com>  
**Sent:** 19 April 2021 14:44  
**To:** Rebecca Collins <Rebecca.Collins@networkrail.co.uk>  
**Cc:** Kirk Macdiarmid <KMacdiarmid@savills.com>  
**Subject:** Midcounties

Afternoon Rebecca

Further to last weeks telephone call, I email with a further update to ensure you are 'in the loop'! I have liaised with our Oxford office today requesting a fee quote to undertake a property search of current available properties that fall in line with Midcounties specification and are available on a permanent relocation basis.

As you are aware, Midcounties would prefer to be as close to its existing location as possible, however, for the purpose of the property search, I have asked our colleagues to undertake a wider search to ensure all opportunities are considered.

I will let you know once I have heard from them with their fee quote.

Kind regards

Gwyn

**Gwyn Church BSc (Hons) MRICS FAAV**  
**Associate**  
**Compulsory Purchase**

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Mobile : +44 (0) 7811 676 688  
Email : [gwyn.church@savills.com](mailto:gwyn.church@savills.com)  
Website : <http://www.savills.co.uk>



**From:** Rebecca Collins <Rebecca.Collins@networkrail.co.uk>  
**Sent:** 23 April 2021 13:57  
**To:** Gwyn Church <gwyn.church@savills.com>  
**Cc:** Kirk Macdiarmid <KMacdiarmid@savills.com>  
**Subject:** RE: Midcounties

OFFICIAL

Hi Gwyn,

I've left you a voicemail about this.

There would be benefit in your client also investigating the cost (and period of time needed) to modify their existing building to suit their needs. I would suggest that this activity is done in parallel to the property search, so that, in the event that a suitable alternative premises for permanent relocation is not found, we are in a position to negotiate and firm up Heads of Terms for the original proposal as a matter of urgency.

I have attached a drawing prepared by our project engineer to assist. From memory, I believe the modifications your client ideally required included:

- Stairs to be installed in hallway up to loft area, such that staff room could be moved to loft
- Creation of an archway/opening in one of the stud wall partitions to interconnect two of the rooms
- Some sort of sun protection/canopy over play area and fake grass or other ground covering

My concern again is ensuring there is time to agree and build in requirements for your client – if the property search is not fruitful, we need to be in a position to agree the alternative without delay.

Hope this makes sense – please do not hesitate to call me should you wish to discuss.

Kind regards,



**Rebecca Collins MSc MRICS FAAV**  
Senior Surveyor, Western Route

07515 620 306

[Rebecca.Collins@networkrail.co.uk](mailto:Rebecca.Collins@networkrail.co.uk)



**From:** Rebecca Collins  
**Sent:** 19 April 2021 16:56  
**To:** Gwyn Church <[gwyn.church@savills.com](mailto:gwyn.church@savills.com)>

**Cc:** Kirk Macdiarmid <[KMacdiarmid@savills.com](mailto:KMacdiarmid@savills.com)>

**Subject:** RE: Midcounties

OFFICIAL

Good Afternoon Gwyn,

Many thanks indeed for keeping me in the loop!

This is very much appreciated and I look forward to hearing further in due course.

Kind regards,



**Rebecca Collins MSc MRICS FAAV**  
Senior Surveyor, Western Route

07515 620 306

[Rebecca.Collins@networkrail.co.uk](mailto:Rebecca.Collins@networkrail.co.uk)



**From:** Gwyn Church <[gwyn.church@savills.com](mailto:gwyn.church@savills.com)>

**Sent:** 19 April 2021 14:44

**To:** Rebecca Collins <[Rebecca.Collins@networkrail.co.uk](mailto:Rebecca.Collins@networkrail.co.uk)>

**Cc:** Kirk Macdiarmid <[KMacdiarmid@savills.com](mailto:KMacdiarmid@savills.com)>

**Subject:** Midcounties

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As you are aware, Midcounties would prefer to be as close to its existing location as possible, however, for the purpose of the property search, I have asked our colleagues to undertake a wider search to ensure all opportunities are considered.

I will let you know once I have heard from them with their fee quote.

Kind regards

Gwyn

**Gwyn Church BSc (Hons) MRICS FAAV**



**Associate**  
**Compulsory Purchase**

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Mobile : +44 (0) 7811 676 688  
Email : [gwyn.church@savills.com](mailto:gwyn.church@savills.com)  
Website : <http://www.savills.co.uk>



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**The Midcounties Co-operative** 

Cainscross Regional Office,  
46 Westward Road,  
Cainscross,  
Stroud,  
GL5 4JG.  
TEL: 01453 756316  
E•mail: [pat.klely@midcounties.coop](mailto:pat.klely@midcounties.coop)

**From:** Gwyn Church <gwyn.church@savills.com>  
**Sent:** 14 May 2021 14:31  
**To:** Rebecca Collins <Rebecca.Collins@networkrail.co.uk>  
**Cc:** Kirk Macdiarmid <KMacdiarmid@savills.com>  
**Subject:** Midcounties

Afternoon Rebecca,

I wanted to update you following a call we have just had with Midcounties.

As you are aware, the property search undertaken by our Oxford office of all freehold and leasehold opportunities did not yield a long list of opportunities! Whilst we are yet to receive formal confirmation from Midcounties, we have been informed that none of the available properties are suitable for the permanent relocation of the nursery. I think we can therefore 'cross' this option off. This therefore provides us two options going forward, which we are guiding our client through in order to ensure the most logical approach is taken when choosing the preferred option, being the temporary relocation (which has already been discussed between parties), or, the potential extinguishment of the business.

As you will appreciate, Midcounties must seek board approval on any decision made and therefore Jennifer must put together a paper for the board detailing the two options available to Midcounties. Midcounties instruct Eddison's to undertake its annual valuations for account purposes. We have asked Midcounties to request from Eddisons the last 3 – 5 years of accounts, as these will be required as part of the decision making process. It would be helpful to understand if NR, in principle, would consider extinguishment of Midcounties existing business / interest over temporary relocation, should the figures not be too dissimilar. Obviously we are yet to receive any figures from Eddisons, but this would be helpful to know for the purpose of Jennifer's paper to the board.

As you know, we are guiding Midcounties through the process, but they are not yet in a position at this moment to commit to one of the two remaining options. However, once the paper has been provided to the board for approval, we should be in a position to agree matters, albeit at a high level in the first instance.

Regarding our fees, as at 7<sup>th</sup> May, we had incurred £4,836.25 + VAT of time in providing the necessary guidance and advice to Midcounties, attending various meetings and correspondence with all parties. We can obviously provide supporting timesheets, but wanted to make you aware of this at this juncture. This figures obviously excludes the fixed fee of £1,500 + VAT to undertake the property search within Oxford.

Kind regards

Gwyn

**Gwyn Church BSc (Hons) MRICS FAAV**  
**Associate**  
**Compulsory Purchase**

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Tel : +44 (0) 203 618 3583  
Mobile : +44 (0) 7811 676 688  
Email : [gwyn.church@savills.com](mailto:gwyn.church@savills.com)  
Website : <http://www.savills.co.uk>



**From:** Rebecca Collins <Rebecca.Collins@networkrail.co.uk>  
**Sent:** 18 May 2021 16:30  
**To:** Gwyn Church <gwyn.church@savills.com>  
**Cc:** Kirk Macdiarmid <KMacdiarmid@savills.com>; John Dawe-Lane <John.Dawe-Lane@networkrail.co.uk>  
**Subject:** RE: Midcounties

OFFICIAL

Subject to Contract

Good Afternoon Gwyn,

Thank you for your email and the update on this matter.

I can confirm, in principle, Network Rail would be willing to consider extinguishment of your clients' business if the overall cost to Network Rail is similar or less than the temporary relocation option.

We appreciate your client needs to obtain authority and consider options fully. As previously explained, Network Rail is at juncture where it needs to start incorporating instructions for the detailed design. Without knowing what your client requires (for temporary relocation or otherwise), it is impossible for Network Rail to build this into their plans. As you know, we have been discussing this for some time with your client and have repeatedly stressed the urgency.

We will await to hear further and trust that your client will progress matters with expediency and be in a position to confirm their preferred option in the not too distant future.

The position regarding your fees is noted. Network Rail acknowledges the need for your client to receive advice. However, we do require that some progress is now made and would ask that there is a focus on narrowing down to one option and proceeding with agreeing Heads of Terms.

Whilst writing, as mentioned, I leave Network Rail on 2 June. My colleague, John Dawe-Lane (cc'd), will be picking up Oxford Phase 2 with effect from 9 June 2021. I would be grateful for any response before 2 June to be sent to both John and I; after that date, please correspond with John.

I look forward to hearing from you. Please do not hesitate to call me if any queries and do let me know if you feel it would be beneficial to have an all parties call (possibly to include your client) prior to my leaving date.

Kind regards,



**Rebecca Collins MSc MRICS FAAV**  
Senior Surveyor, Western Route

07515 620 306

[Rebecca.Collins@networkrail.co.uk](mailto:Rebecca.Collins@networkrail.co.uk)



**From:** Gwyn Church <[gwyn.church@savills.com](mailto:gwyn.church@savills.com)>  
**Sent:** 14 May 2021 14:31  
**To:** Rebecca Collins <[Rebecca.Collins@networkrail.co.uk](mailto:Rebecca.Collins@networkrail.co.uk)>  
**Cc:** Kirk Macdiarmid <[KMacdiarmid@savills.com](mailto:KMacdiarmid@savills.com)>  
**Subject:** Midcounties

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As you are aware, the property search undertaken by our Oxford office of all freehold and leasehold opportunities did not yield a long list of opportunities! Whilst we are yet to receive formal confirmation from Midcounties, we have been informed that none of the available properties are suitable for the permanent relocation of the nursery. I think we can therefore 'cross' this option off. This therefore provides us two options going forward, which we are guiding our client through in order to ensure the most logical approach is taken when choosing the preferred option, being the temporary relocation (which has already been discussed between parties), or, the potential extinguishment of the business.

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Regarding our fees, as at 7<sup>th</sup> May, we had incurred £4,836.25 + VAT of time in providing the necessary guidance and advice to Midcounties, attending various meetings and correspondence with all parties. We can obviously provide supporting timesheets, but wanted to make you aware of this at this juncture. This figures obviously excludes the fixed fee of £1,500 + VAT to undertake the property search within Oxford.

Kind regards

Gwyn

**Gwyn Church BSc (Hons) MRICS FAAV**  
**Associate**  
**Compulsory Purchase**



Savills, 33 Margaret Street , London W1G 0JD



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Mobile : +44 (0) 7811 676 688  
Email : [gwyn.church@savills.com](mailto:gwyn.church@savills.com)  
Website : <http://www.savills.co.uk>



**From:** John Dawe-Lane <John.Dawe-Lane@networkrail.co.uk>  
**Sent:** 29 July 2021 12:06  
**To:** 'Kirk Macdiarmid' <KMacdiarmid@savills.com>  
**Cc:** 'Gwyn Church' <gwyn.church@savills.com>  
**Subject:** Oxford Railway Station - Midcounties Cooperative - Plots 0010, 0013, 0017b

OFFICIAL

Dear Kirk,

**ORDER: THE NETWORK RAIL (OXFORD STATION PHASE 2 IMPROVEMENTS) (LAND ONLY)) ORDER 20XX ('THE ORDER')**

**YOUR CLIENT: THE MIDCOUNTIES COOPERATIVE, CO-OPERATIVE HOUSE, WARWICK TECHNOLOGY PARK, WARWICK, CV34 6DA**

**PROPERTY: THE CO-OP CHILDRENS NURSERY, 1 RODER DUDMAN WAY, OXFORD, OX1 1HW (PLOTS 0010, 0013, 0017b) ('the Property')**

We refer to your objection letter of 22 July 2021 and welcome continued liaison with Midcounties Cooperative ('Midcounties') who Network Rail has been consulting with since July 2020 in order to try and minimise the impact of the scheme affecting the nursery. Network Rail has endeavoured to update Midcounties regarding the progress of the scheme as it moves along and, as previously explained, much of the detail now requested will emerge once a GRIP 5-8 contractor (Design and Build) is formally on board and we have detailed designs, which is anticipated towards the end of the 2021/early 2022.

I will answer your specific points of objection below in sequence as per your numbering. But first thought it might be helpful to provide a brief precis of where we have got to in terms of consultation/negotiations, to ensure all are clear at how we have arrived at this point.

#### **Consultation history/summary of events**

GRIP 4 ('Approval in Principle') scheme designs were provided to Midcounties Property Manager (Jennifer Gould) on 3 July 2020. These designs result in modifications to the south eastern corner of the nursery building (i.e removing a section of external wall and rebuilding, as well as land take of the adjoining passageway to facilitate the new road) due to realignment of the road bridge and footway over Sheepwash Channel to accommodate the additional width required for the new Platform 5 railway line. Whilst the designs try to minimise impact to the nursery, the identified permanent land take is unavoidable and has been explained to your client, as demonstrated below.

Due to COVID restrictions, an external site meeting was held on the 9 October 2020 at the nursery to provide an overview of the planned works and the impact on the nursery building. It was explained that it is planned for the nursery to be temporarily relocated during the works due to the likely level of disruption and close proximity of the works to the premises. Network Rail explained Beckett Street car park could be considered as a temporary option, if the nursery can't find alternative premises in close proximity to the station.

An internal site meeting was held at the nursey on 29 October 2020 to complete a preliminary survey and to outline the scope of works in more detail for the necessary alteration to the building. In addition, further requests were made to Midcounties to understand their requirements to temporarily relocate the nursery to Beckett Street car park, if they wanted to explore this option.

16 November 2020 – Network Rail again requested a specification of temporary accommodation requirements from Midcounties.

In late January 2021, following the instruction of Savills, the GRIP 4 designs and provisional land take plans were provided to Savills and a meeting held to run through the scheme to fully explain the requirements. At this stage, Network Rail had been discussing and attempting to work up detail with Midcounties for the temporary relocation option.

On the 25 February 2021 Network Rail received an email from Savills suggesting a possible permanent land swap, as an alternative option to temporary relocation. This was something of a surprise as, up to this point, Network Rail had understood this was not an option Midcounties wanted to explore.

Network Rail Further chased Savills on the 23 March 2021 requesting confirmation of Midcounties requirements explaining any scope for temporary relocation would need to be included in the Project's Invitation to tender to design and build.

On 1 April 2021 Network Rail agreed to pay Savills reasonable professional charges to explore alternative accommodation (both temporary and permanent).

As Network Rail clearly explained in an email of 12 April 2021, and not to prejudice on going conversations for a temporary relocation, the TWAO was altered to provide for a permanent acquisition of the whole as a precaution to accommodate your client's aforementioned request to explore a permanent land swap, amongst other options. This was further confirmed by Network Rail to Savills on 16 April 2021 urging Savills to seek a firm instruction from Midcounties to understand their principal requirements to allow the Project to plan these requirements and reflect them in tender documents to contractors.

On 23 April 2021 Network Rail agreed to pay Savills charges to undertake a search for alternative premises including freehold and leasehold, which ultimately proved unfruitful.

Email of 14 May 2021 from Savills advising the permanent relocation option will be discounted by Midcounties with the remaining two options put forward by Savills being: 1.) temporary relocation. 2.) extinguishment of the business. Savills advised Midcounties would want their accountants, Eddisons, to provide advice on business extinguishment. Network Rail replied agreeing to consider Savills request for extinguishment if the overall cost were similar, or less, than temporary relocation, and on 24 May 2021 subsequently agreed to pay Eddisons costs to provide a professional report setting out the likely claim for business extinguishment. Network Rail is waiting to hear the findings of this report.

Our discussions with the Midcounties through Savills are ongoing, and Network Rail is still waiting for Midcounties to make a final decision about which option they wish to pursue. In the meantime, Network Rail has included pricing for the temporary relocation option to Beckett Street car park in the Invitation to Tender.

Specific answers to your numbered objections.

- (i) Network Rail's position remains consistent that the proposal being advanced is a minor area of permanent acquisition as outlined above. This has consistently and clearly been explained to Savills as detailed above.

- (ii) As explained both directly to Midcounties and Savills, Sheepwash Bridge has to be replaced on a new alignment to the west to accommodate the additional width required for the new track. The siting of Sheepwash Bridge has stayed as similar as possible to the existing as it needs to continue to provide vehicular traffic to the nursey, residential and student accommodation to the north, albeit the bridge needs to be wider than existing to accommodate a newly installed railway track as well as a replacement road bridge with footway.

Network Rail's senior Project engineer has confirmed that raising the level of the road would not be beneficial to either party – it would increase the height and therefore width (i.e. land take) of any retaining wall for the road/footway on the boundary with the nursery.

- (iii) Answer provided at (i) above.

- (iv) Noted.

- (v) Please refer to the information relating to predicted passenger and freight growth in the following link (Oxfordshire Rail Corridor Study) -

<https://www.networkrail.co.uk/running-the-railway/our-routes/western/oxfordshire/>

- (vi) Network Rail has continued to engage with Midcounties both directly, and more recently through Savills, and is continuing to explore the temporary relocation option, as well as business extinguishment at the request of Savills.

- (vii) As answered above, Network Rail has fully shared the latest design information available with Midcounties and will continue to do so with the final detail emerging once a GRIP 5-8 contractor is in contract.

We continue to welcome, and answer, any questions directed to us relating to the scheme and look forward to hearing from you regarding the findings of the business extinguishment report so we can work towards implementing a definite proposal from your client.

Yours sincerely,

John



**John Dawe-Lane BSc(Hons) MRICS FAAV**  
Senior Surveyor, Western Route - Property Services  
07710 960697  
[John.Dawe-Lane@networkrail.co.uk](mailto:John.Dawe-Lane@networkrail.co.uk)



MS Teams meeting on 18 August 2021 – 14:00hrs

Attendees: Gwyn Church (Savills), Kirk Macdiarmid (Savills), Anna Woodfield (Savills), Jennifer Goold (Midcounties), John Dawe-Lane, Lynne Halman, Charles Famure.

GC gave a summary of where we had got to. JDL explained his summary of the background was largely the case but wanted to correct the position of why the whole of the nursery was included in the TWAO Order as permanent 'land take' as this was one of the specific reasons for objection to the TWAO by Savills. JDL explained, as detailed in his response to the objection, the Order plan was amended at the request of Savills to protect the position as at the time Mid Counties wished to consider a land swap with NR, amongst other options. JDL reiterated NR's position remained as before i.e The permanent 'land take' being only a small strip of land clipping the corner of the building. After the works, c 1yr period, the building will be useable.

JDL asked if the Eddison's extinguishment report was finalised as this was another option Savills wanted to explore and NR agreed to pay the costs to do so. GC advised still to be finalised.

JDL made the point the first time we had a firm indication temporary relocation was the preferred option was in TWAO objection letter, now confirmed. As this is the direction of travel NR need be certain we are working towards an accurate/agreed specification of temporary accommodation.

LH reiterated a provisional sum has been included for temporary relocation in the ITT to Beckett Street Car Park. JG asked the amount and LH said would have to check. LH advised a contractor should be selected any time soon and be in contract towards Nov 21. At that stage, NR need to work with the contractor with detailed spec of requirements. LH suggested she will review the provisional details sent across by Savills and come back with a request for further information and suggested a workshop to take forward.

GC mentioned he leaves Savills at the end of the week and AW will take over under the direction of KM.

KM mentioned if agreement is made on temporary relocation then Midcounties would need assurance the Order plan would be altered. JDL said this was reasonable and the position was clarified in his response to the TWAO objection.



**From:** Anna Woodfield <anna.woodfield@savills.com>  
**Sent:** 13 October 2021 17:46  
**To:** John Dawe-Lane <John.Dawe-Lane@networkrail.co.uk>  
**Cc:** Kirk Macdiarmid <KMacdiarmid@savills.com>  
**Subject:** RE: Midcounties Nursery

*Without Prejudice & Subject to Contract*

Hi John

Apologies for the delay. We have now had the draft heads of terms back – please see draft version attached.

We look forward to receiving your comments.

Kind regards

Anna

**From:** John Dawe-Lane <John.Dawe-Lane@networkrail.co.uk>  
**Sent:** 20 October 2021 10:04  
**To:** Anna Woodfield <anna.woodfield@savills.com>  
**Cc:** Kirk Macdiarmid <KMacdiarmid@savills.com>  
**Subject:** RE: Midcounties Nursery

OFFICIAL

Good morning Anna,

I hope you're well.

I have shared the Heads of Terms with the Project. Before we get into the detail, and noting point 12 in the Heads of Terms, for the temporary relocation option to be viable both Network Rail and the Co-op need to be comfortable with the necessary modifications and the functionality of end building returned on handback.

To this end, Network Rail's Project Engineer has revisited and progressed the designs and provided the attached indicative drawing proposing the necessary modifications to the nursery building to accommodate the necessary road realignment (note this is a departure from the original consideration for the replacement retaining wall (holding the road/pavement) to be replaced with a new concrete wall which would then have the nursery wall built on top of it as, on further analysis, this is not considered the best design). This design is considered a better solution both in terms offering a superior structural alteration to the nursery and provides a clear separation between the nursery and retaining wall, which would be advantageous to both avoiding potential issues with a shared supporting party wall. It would provide a 1m wide maintenance walkway to allow Network Rail to inspect and maintain the retaining wall supporting the road.

In terms of impact to the nursery building, you can see indicatively from the drawing that the useable space in the affected playroom will approximately halve, resulting in a narrower space (effectively a corridor), losing approx.. 25 sq m of space.

Whilst it is noted that this space could, possibly, be recovered elsewhere, we clearly need a steer from the nursery whether this option is in principle workable before advancing further?

I've also attached in draft the proposed amendments Network Rail will be making to the Order plans to reflect the required land. This largely reverts as originally proposed, with new plots 11 and 11a being permanent land take for the road alignment and demolition of the pump house. Plot 10 is necessarily reflected pink for the Order plan as permanent land take due to the modifications Network Rail will need to make to the nursery building and to accommodate the need for a permanent access thereafter for maintenance of the retaining wall.

I appreciate there is quite a bit here for the Co-op to consider and if you feel it would be advantages we could have a call with the Project Engineer to talk through the design in more detail.

Kind regards  
John

**John Dawe-Lane BSc(Hons) MRICS FAAV**  
Senior Surveyor, Western Route – Property Services

**T: 07710 960 697**

**From:** John Dawe-Lane  
**Sent:** 14 October 2021 08:48  
**To:** Anna Woodfield <[anna.woodfield@savills.com](mailto:anna.woodfield@savills.com)>  
**Cc:** Kirk Macdiarmid <[KMacdiarmid@savills.com](mailto:KMacdiarmid@savills.com)>  
**Subject:** FW: Midcounties Nursery

OFFICIAL

Morning Anna,

Thank you for sending this through. I note at 9 (a) (Viii) it refers to a specification for the temporary premises appended to the Heads of Terms. Has this been provided? (at least in high level)

Would be beneficial to have a quick chat about the HoTs before I forward them onto the Project. I'm free until 10am this morning?

Kind regards  
John

**John Dawe-Lane BSc(Hons) MRICS FAAV**  
Senior Surveyor, Western Route – Property Services

**T:** 07710 960 697

**From:** Anna Woodfield <[anna.woodfield@savills.com](mailto:anna.woodfield@savills.com)>  
**Sent:** 13 October 2021 17:46  
**To:** John Dawe-Lane <[John.Dawe-Lane@networkrail.co.uk](mailto:John.Dawe-Lane@networkrail.co.uk)>  
**Cc:** Kirk Macdiarmid <[KMacdiarmid@savills.com](mailto:KMacdiarmid@savills.com)>  
**Subject:** RE: Midcounties Nursery

*Without Prejudice & Subject to Contract*

Hi John

Apologies for the delay. We have now had the draft heads of terms back – please see draft version attached.

We look forward to receiving your comments.

Kind regards

Anna

**From:** John Dawe-Lane <[John.Dawe-Lane@networkrail.co.uk](mailto:John.Dawe-Lane@networkrail.co.uk)>  
**Sent:** 12 October 2021 09:01  
**To:** Anna Woodfield <[anna.woodfield@savills.com](mailto:anna.woodfield@savills.com)>  
**Subject:** RE: Midcounties Nursery

**EXTERNAL EMAIL: Be cautious when opening attachments or clicking links**

OFFICIAL

Good morning Anna,

As per my voice message, I was wondering when we might receive the Heads of Terms to review?

Kind regards  
John

**John Dawe-Lane BSc(Hons) MRICS FAAV**  
Senior Surveyor, Western Route – Property Services

**T: 07710 960 697**

**From:** Anna Woodfield <[anna.woodfield@savills.com](mailto:anna.woodfield@savills.com)>  
**Sent:** 01 October 2021 11:17  
**To:** John Dawe-Lane <[John.Dawe-Lane@networkrail.co.uk](mailto:John.Dawe-Lane@networkrail.co.uk)>  
**Subject:** RE: Midcounties Nursery

Hi John

Just left you a VM – let me know when is good to speak.

Thanks

Anna

**From:** John Dawe-Lane <[John.Dawe-Lane@networkrail.co.uk](mailto:John.Dawe-Lane@networkrail.co.uk)>  
**Sent:** 29 September 2021 18:13  
**To:** Anna Woodfield <[anna.woodfield@savills.com](mailto:anna.woodfield@savills.com)>  
**Subject:** RE: Midcounties Nursery

**EXTERNAL EMAIL: Be cautious when opening attachments or clicking links**

OFFICIAL

Hi Anna,

Yes of course I am free at 11am and can speak then. (I have another call at 12pm).

Kind regards  
John

**John Dawe-Lane BSc(Hons) MRICS FAAV**  
Senior Surveyor, Western Route – Property Services

**T: 07710 960 697**

**From:** Anna Woodfield <[anna.woodfield@savills.com](mailto:anna.woodfield@savills.com)>  
**Sent:** 29 September 2021 16:36  
**To:** John Dawe-Lane <[John.Dawe-Lane@networkrail.co.uk](mailto:John.Dawe-Lane@networkrail.co.uk)>  
**Subject:** RE: Midcounties Nursery

Hi John

Apologies for the delay – I was away on holiday last week and have been catching up on emails.

Could we possibly speak on Friday? I am free any time after 11am.

Thanks

Anna

**From:** John Dawe-Lane <[John.Dawe-Lane@networkrail.co.uk](mailto:John.Dawe-Lane@networkrail.co.uk)>  
**Sent:** 22 September 2021 09:44  
**To:** Anna Woodfield <[anna.woodfield@savills.com](mailto:anna.woodfield@savills.com)>  
**Subject:** Midcounties Nursery

**EXTERNAL EMAIL: Be cautious when opening attachments or clicking links**

OFFICIAL

Good morning Anna,

I hope you're well.

I wanted to give you a call following our MS Teams meeting on the 18 August with an update.

Can you kindly give me a call or let me have your number so I can call you (tried the office number).

Kind regards  
John



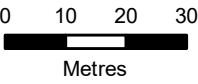
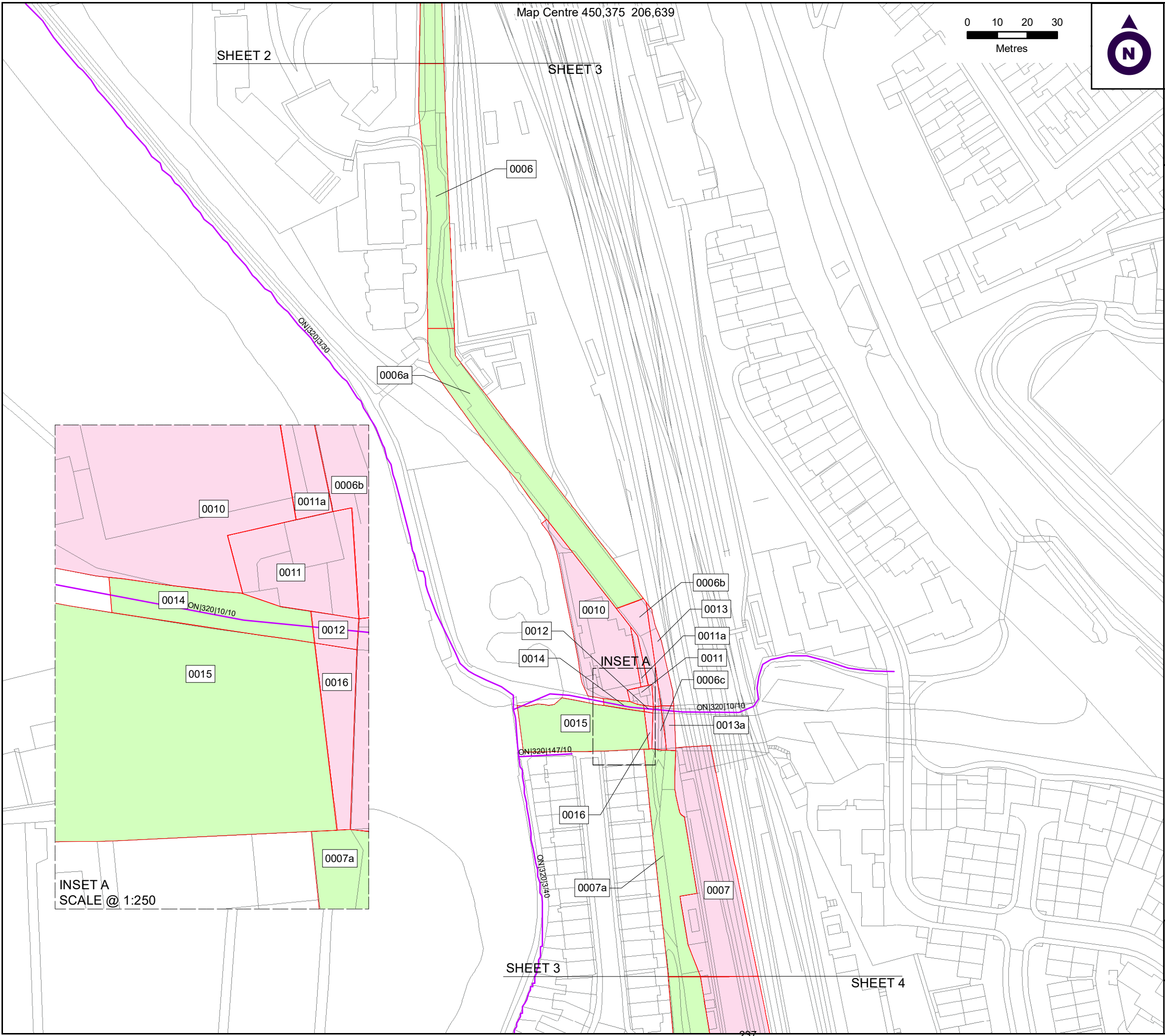
**John Dawe-Lane BSc(Hons) MRICS FAAV**  
Senior Surveyor, Western Route - Property Services

07710 960697

[John.Dawe-Lane@networkrail.co.uk](mailto:John.Dawe-Lane@networkrail.co.uk)





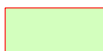






**THE NETWORK RAIL  
(OXFORD STATION PHASE 2  
IMPROVEMENTS  
(LAND ONLY)) ORDER 2021**

SHEET 3 OF 5

**KEY**

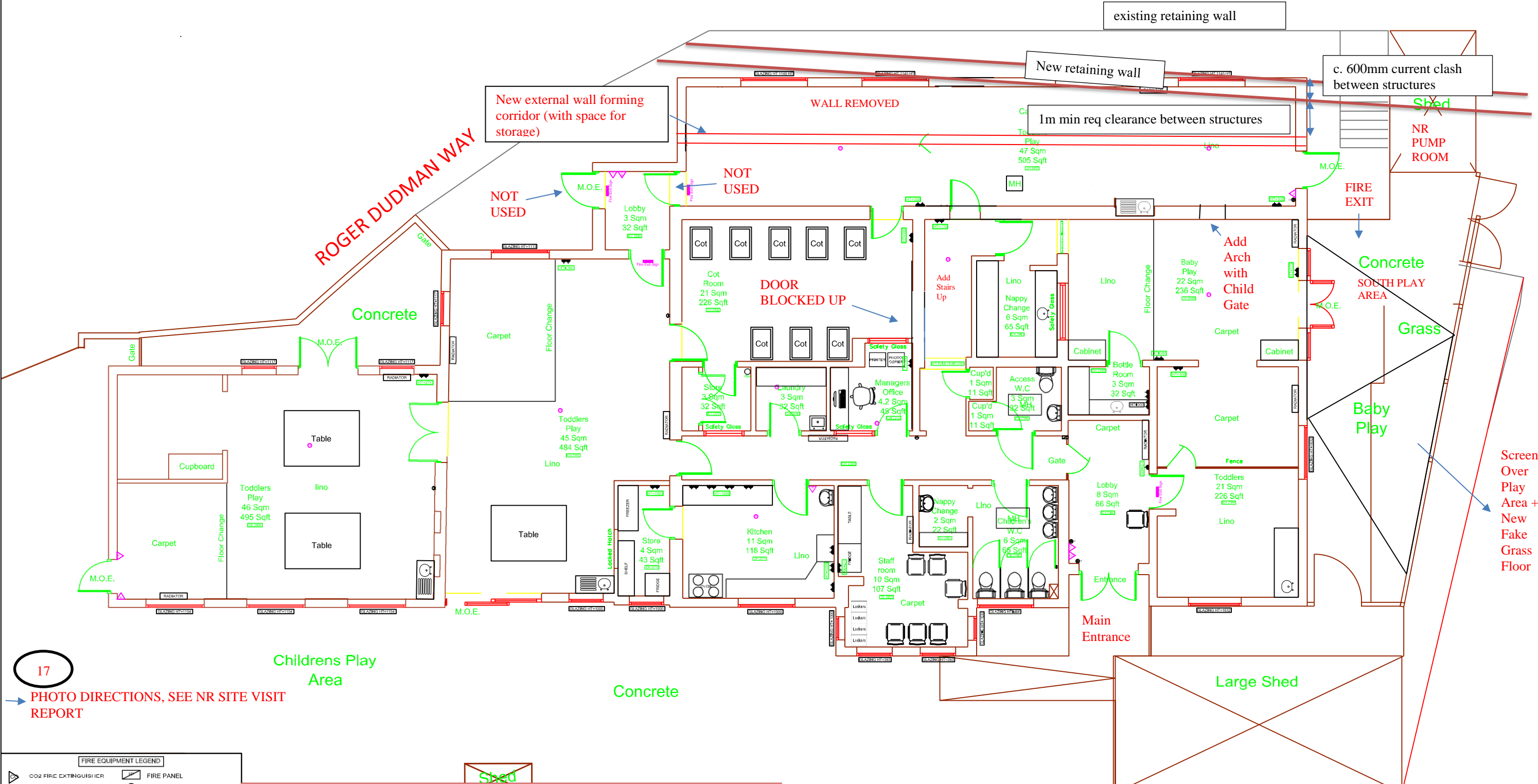
-  LIMITS OF LAND TO BE ACQUIRED OR USED (LLAU)
-  LIMITS OF LAND TO BE PERMANENTLY ACQUIRED
-  LIMITS OF LAND TO BE TEMPORARILY ACQUIRED
-  EXISTING PUBLIC RIGHT OF WAY
-  CUT LINE

**Note:**  
The area enclosed by any limit of deviation or by any limit of land to be acquired or used is the area extending to the outer edge of the line marking those limits.

Scale: 1:1250 @A3 Date: 14 October 2021  
Drawn by: MW Dwg no: J0038688-21-03b

GROSS AREA: 315 SQ METRES  
GROSS AREA: 3,390 SQ FEET

OFFICIAL



17  
PHOTO DIRECTIONS, SEE NR SITE VISIT REPORT

FIRE EQUIPMENT LEGEND	
	CO2 FIRE EXTINGUISHER
	FOAM FIRE EXTINGUISHER
	WATER FIRE EXTINGUISHER
	HYDRO SPRAY EXTINGUISHER
	FIRE BLANKET
	FIRE PANEL
	BREAK GLASS/CALL POINT
	SOUNDER
	SMOKE DETECTOR
	HEAT DETECTOR
	EMERGENCY LIGHT FITTING

GENERAL NOTE:  
ALL RADIATORS SIT AT FFL (UNLESS STATED OTHERWISE).  
ALL CLADDING DIMENSIONS ARE ACTUAL WINDOW SIZES.  
GAS/ELECTRICS & WATER - NO ACCESS.

REV.	AMENDMENTS	DATE	REV.	AMENDMENTS	DATE	DRAWING NO. OXFORD	PROJECT
#	EXISTING LAYOUT PREPARED	01.04.11				PHASE - ISSUE -	MIDCOUNTRIES CO-OP BUFFER BEAR
						SYSTEM ID. No.	
						SCALE 1:100 @A3 DATE 01.04.11	DESCRIPTION OXFORD NURSERY - PROPOSED ALTERATIONS
						DRAWN Retail Design Solutions	

The Midcounties Co-operative

Cainscross Regional Office,  
46 Westward Road,  
Cainscross,  
Stroud,  
GL5 4JG,  
TEL: 01453 756316  
E-mail: pat.kiely@midcounties.coop

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 1 MAY 2020 AT 09:11:53. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, GLOUCESTER OFFICE.

TITLE NUMBER: ON224972

There is no application or official search pending against this title.

## A: Property Register

This register describes the land and estate comprised in the title.

OXFORDSHIRE : OXFORD

- 1 (15.02.2001) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land at Cripsey Meadow lying to the north of Roger Dudman Way, Oxford OX2 0AD.
- 2 (15.02.2001) There land has the benefit of the rights reserved by but is subject to the rights granted by the Demarcation Agreement dated 12 May 1999 referred to in the Charges Register.
- 3 (15.02.2001) The land has the benefit of the rights granted by a Deed of Grant dated 3 March 2000 made between (1) Railtrack PLC and (2) British Railways Board.

*NOTE: Copy filed.*

- 4 (15.02.2001) A Deed of Variation dated 3 March 2000 made between (1) British Railways Board and (2) Railtrack PLC is supplemental to the Demarcation Agreement dated 12 May 1999 referred to above.

*NOTE: Copy filed.*

- 5 (15.02.2001) The land has the benefit of the rights reserved by but is subject to the rights granted by a Conveyance of adjoining land dated 29 September 2000 made between (1) British Railways Board and (2) Landsdown Limited.

*NOTE: Original filed under ON227339.*

- 6 (15.02.2001) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 22 December 2000 referred to in the Charges Register.
- 7 (15.02.2001) There are not included in this registration the mines and minerals excluded by the Transfer dated 22 December 2000 referred to above.
- 8 (09.02.2005) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 9 (11.11.2013) The land has the benefit of the rights granted by a Deed of Grant dated 21 June 2013 made between (1) The Oxford City Council and (2) Oxford University Fixed Assets Limited for a term of 99 years from 21 June 2013.

*NOTE:-Copy filed.*

- 10 (10.05.2019) A new title plan based on the latest revision of the Ordnance Survey Map showing an amended extent as to the western boundary has been prepared.
- 11 (10.05.2019) The land has the benefit of any legal easements granted by a Deed dated 8 May 2019 made between (1) The Trustees of Cripsey Meadow Allotments Association (2) The Oxford City Council and (3) The

## A: Property Register continued

Chancellor Masters and Scholars of the University of Oxford.

*NOTE: Copy filed.*

- 12 (10.05.2019) The Deed dated 8 May 2019 referred to above contains an agreement relating to the western boundary of the land in this title.

## B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

### Title absolute

- 1 (31.10.2014) PROPRIETOR: THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD of University Offices, Wellington Square, Oxford OX1 2JD and of Asset Space Management University Of Oxford, Ewart House, Ewart Place, Banbury Road, Oxford OX2 7DD.
- 2 (31.10.2014) The price stated to have been paid on 1 July 2013 was £25,392,074 plus VAT.
- 3 (31.10.2014) RESTRICTION: Until 22 December 2080 no disposition of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of clauses 2.1.1 and 2.1.3 of the Deed of Covenant dated 3 October 2014 made between (1) Oxford University Fixed Assets Limited, (2) The Chancellor Masters and Scholars of the University of Oxford and (3) London & Continental Railways Limited have been complied with or that they do not apply to the disposition.
- 4 (31.10.2014) A Transfer dated 1 July 2013 made between (1) Oxford University Fixed Assets Limited and (2) The Chancellor Masters And Scholars Of The University Of Oxford contains purchaser's personal covenants.
- NOTE: Copy filed.*
- 5 (26.01.2015) RESTRICTION: No transfer of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by The Oxford City Council of The Town Hall, St Aldate's, Oxford OX1 1BX or their conveyancer that the provisions of clause 10.1 of a Deed of Grant dated 21 June 2013 between (1) The Oxford City Council and (2) Oxford University Fixed Assets Limited have been complied with.

## C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (15.02.2001) A Deed dated 19 September 1983 made between (1) British Railways Board and (2) Mercury Communications Limited relates to the installation repair maintenance alteration and renewal of telecommunication equipment.
- NOTE: Copy filed.*
- 2 (15.02.2001) A Demarcation Agreement dated 12 May 1999 made between (1) British Railways Board and (2) Railtrack PLC contain covenants.
- NOTE: Copy filed.*
- 3 (15.02.2001) Two Agreements both dated 7 August 2000 both made pursuant to Section 106 of the Town and Country Planning Act 1990 made between (1) Landsdown Limited and British Railways Board (2) British Railways Board (3) Caledonia Investments PLC and (4) The Oxford City Council contain covenants relating to the development of the land in this

## C: Charges Register continued

title.

*NOTE: Copies filed.*

- 4 (15.02.2001) A Conveyance of the land in this title dated 22 December 2000 made between (1) British Railways Board and (2) Oxford University Fixed Assets Limited contains restrictive covenants.

*NOTE: Original filed.*

- 5 (15.02.2001) Equitable Charge contained in the Conveyance dated 22 December 2000 referred to above upon the terms therein mentioned.

- 6 (09.02.2005) The land is subject to the rights granted by a Transfer of the land edged and numbered ON254321 in green on the title plan dated 1 September 2004 made between (1) Oxford University Fixed Asset Limited and (2) The Chancellor Masters and Scholars of the University of Oxford.

*NOTE: Copy filed under ON254321.*

- 7 (31.07.2008) The land is subject to the rights granted by a Deed dated 29 November 2007 made between (1) Oxford University Fixed Assets Limited and (2) Crown Estates UK Limited .

*NOTE: Copy filed under ON228328.*

- 8 (01.04.2015) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.  
The leases grant and reserve easements as therein mentioned.

- 9 (29.05.2018) The land is subject to any rights that are granted by a Deed of Easement dated 11 May 2018 made between (1) The Chancellor Masters and Scholars of the University of Oxford (2) Southern Electric Power Distribution Plc and (3) Network Rail Infrastructure Limited and affect the registered land.  
The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed.*

## Schedule of notices of leases

1	01.04.2015	electricity substation	23.01.2015	ON317828
	edged in blue		21 years from	
			and including	
			23/1/2015	

End of register





1858

DATED 12<sup>th</sup> May 1999BRITISH RAILWAYS BOARD

- and -

RAILTRACK PLCSHORT FORM  
(Stream-line procedure)DEMARCATI  
ON  
AGREEMENT

under

## RAILTRACK TRANSFER SCHEME

Location: Oxford-Cripley Meadow

Route: Didcot - Banbury

Plan No (under Scheme): BI-DB-11-002

Land Charge(s) registered number(s): Against BR: LC/15003/99  
LC/15004/99  
LC/15005/99  
Against RT: LC/15111/99  
LC/15112/99  
LC/15113/99

## RAILTRACK OPERATIONAL/B.R. NON-OPERATIONAL INTERFACE

REES & FRERES  
1 The Sanctuary  
Westminster  
London SW1P 3JTTel: (0171) 222 5381  
Fax: (0171) 222 4646Ref: 9601399  
Date: 10 February 1999DOCUMENT  
No. DA 433  
RETURN TO  
NATIONAL DEEDS ARCHIVE  
RAILTRACK PROPERTY  
OFF WINDSOR ROAD  
GILLINGHAM, ME7 4QLCOPIED ON  
LAND PLAN

FAWPWIN60UR-FMWELLS17-122.DA

178

Date:

12th May

2X50P

G.

18/5/99

1999



THIS DEMARCATION AGREEMENT is made between

- (1) BRITISH RAILWAYS BOARD whose principal office is at Whittles House 14 Pentonville Road London N1 9HF ("the Board") and
- (2) RAILTRACK PLC (company registration no. 2904587) whose registered office is at Railtrack House Euston Square London NW1 2EE ("Railtrack")

1. Definitions

In this Agreement:

- 1.1 "the Act" means the Railways Act 1993
- 1.2 "the Transfer Scheme" means the Railtrack Transfer Scheme made by the Board under Section 85 of the Act
- 1.3 "the Transfer Date" means the 1st day of April 1994 (when the Transfer Scheme came into force in accordance with the Act)
- 1.4 "the Plan" means the attached plan nos 5540 and 4259
- 1.5 "the Board's Land" is the land shown edged by solid and/or broken orange line on the Plan and includes the boundaries between the points marked B-C-D-E-F-G-H-I-J on the Plan
- 1.6 "Railtrack's Land" is the land shown edged by solid and/or broken green line on the Plan where it adjoins the Board's Land
- 1.7 "grantor" and "grantee" shall include the successors of the Board and Railtrack in respect of the relevant land as to which the Board and Railtrack are treated as acting in the capacity of grantor and grantee
- 1.8 "the Perpetuity Period" shall mean the period of 80 years from the 1st day of April 1994 which shall be the perpetuity period for the purposes of this Agreement
- 1.9 In clause 9.3 below "the Required Specification" means 1.8 metre high weld mesh fencing on concrete posts to applicable British Standards and the relevant boundaries to be fenced are those between the points marked B-C-D-E-F-G-H-I-J on the Plan
- 1.10 "Service Media" other than for the purposes of paragraph(s) C and/or E of the Schedule (new service media rights) shall include (but not be limited to)



telecommunication apparatus within the meaning of paragraph 1 of the Telecommunications Code (Schedule 2 to the Telecommunications Act 1984)

1.11 References to the Board and Railtrack include their successors as from the Transfer Date unless the contrary is provided

2. **Purpose**

The purpose of this Agreement is to identify or define property, rights and liabilities transferred to Railtrack or retained by the Board in relation to the Board's Land and Railtrack's Land in accordance with the requirements of paragraph 2 of Schedule 8 to the Act or Section 91 (1)(c) of the Act (as applicable)

3. **Ownership**

On the Transfer Date by virtue of the Transfer Scheme Railtrack's Land vested in Railtrack and the Board's Land remained vested in the Board

4. **Specific rights**

Where the Plan shows any of the following colour markings (or it is stated below that unmarked rights are included) then the relevant provisions below apply:-

4.1 **Rights of Way for Railtrack**

brown colour on the Board's Land:-

the Board now grants to Railtrack a right of way (in common with the Board and all others now or later entitled to rights) over the land so coloured for the benefit of Railtrack's Land and each part of it such right being pedestrian only (if coloured brown hatched brown) or with or without vehicles (if coloured brown unhatched)

4.2 **Rights of Way for the Board**

brown hatching or cross-hatching on Railtrack's Land:-

there is reserved to the Board a right of way (in common with Railtrack and all others now or later entitled to rights) over the land so hatched for the benefit of the Board's Land and each part of it such right being pedestrian only (if uncoloured hatched brown) or with or without vehicles (if uncoloured cross-hatched brown)

4.3 **Service Media easement(s) for Railtrack**

blue line on the Board's Land (broken blue line represents an underground route) and/or unmarked but now used for the benefit of Railtrack's Land :-

the Board now grants to Railtrack the right to have, maintain, repair, cleanse, use, renew, alter and remove the Service Media identified by that line or so now used for the transmission of the services for which they are intended for the benefit of Railtrack's Land and each part of it but so that where the Service Media are used for telecommunications, these rights including the rights of entry for the purposes of inspection, maintenance, repair and renewal may be exercised by Railtrack, Racal Telecommunications Limited or their assigns or others permitted by them.

4.4 **Service Media easement(s) for the Board**

red line on Railtrack's Land (broken red line represents an underground route) and/or unmarked but identified or capable of being identified :-

subject to clause 5.6 below there is reserved to the Board the right to have, maintain, repair, cleanse, use, renew, alter and remove the Service Media identified by that line for the transmission of the services for which they are intended for the benefit of the Board's Land and each part of it

5. **Provisions applicable to clause 4 rights/reservations**

where clause 4 or any part of it applies then the following provisions shall (where relevant) have effect :

**Easements - Repair/maintenance**

5.1 Where the subject matter of any easement in favour of the Board over Railtrack's Land or vice versa requires repairing, maintaining or replacing from time to time then :

**- Sole use by grantee**

5.1.1 if it is used solely by the grantee then the grantee of any easement over the Board's Land or Railtrack's Land (as appropriate) may repair and maintain it (but, subject to 5.1.1.3 below, is not obliged to do so) and  
5.1.1.1 the grantee shall be entitled to and is by this Agreement granted all necessary rights of entry onto the land of the grantor for the purpose of inspecting, maintaining, repairing and replacing the subject matter of such easement subject to the grantee complying



with the provisions of clause 5.5 below and

5.1.1.2 if the grantee fails to repair or maintain the subject matter of such easement within a reasonable time following written notice by the grantor to the grantee of its failure to do so and the failure to repair or maintain causes or may reasonably be expected to cause loss, damage or material inconvenience to the grantor then the grantor shall be entitled so to repair or maintain and recover from the grantee the cost reasonably incurred in this provided that the grantor shall first consult with the grantee as to the anticipated cost of such works, shall have due regard to any response by the grantee and shall not without further consultation substantially increase such costs

5.1.1.3 the remedy of the grantor under 5.1.1.2 above does not exclude any remedy which it may have (at common law or otherwise) for loss, damage or inconvenience which it may sustain through the grantee's failure to repair and maintain

**- Joint use by grantor/grantee**

5.1.2 if it is used jointly by the grantor and the grantee then either the grantor or the grantee may repair and maintain it (but neither is obliged to do so) and

5.1.2.1 the grantee shall for this purpose be entitled to rights of entry under clause 5.5 below

5.1.2.2 the person repairing or maintaining shall (except to the extent this may in emergency be impracticable) first consult with the other party as to the estimated cost of such works and the anticipated proportion to be borne by that other party and shall have due regard to any response by the other party and shall not without further consultation substantially increase such costs

5.1.2.3 the person incurring costs of repair or maintenance may recover from the other a fair proportion according to user of the costs reasonably incurred

5.1.2.4 neither the Board nor Railtrack nor railway company successors only shall be obliged to meet costs which result in a standard of



repair or maintenance in excess of that required for their own requirements as railway operators

#### **Diversion of Easements - general**

5.2 The grantor may at any time within the Perpetuity Period divert the route of the subject matter of any easement in such manner as the grantor may reasonably require provided that:

5.2.1 the grantor shall first make available and complete/commission (as appropriate) to the reasonable satisfaction of the grantee an alternative easement of the same nature for the alternative route (upon similar terms mutatis mutandis to those which applied to the diverted easement)

5.2.2 such alternative easement and its route shall be reasonably comparable to that proposed to be diverted

5.2.3 the grantor shall show title to grant the alternative easement to the reasonable satisfaction of the grantee

5.2.4 the grantor shall bear all costs reasonably and properly incurred by reason of such diversion and any related documentation

#### **Diversion of Easements - additional requirements**

5.3 If at the relevant time the use by the grantee or persons authorised by it of a right of way to which this clause 5 applies is for railway related purposes or includes these the following additional provisions apply for the benefit of the grantee:

5.3.1 the alternative route shall be first approved by the grantee (such approval not to be unreasonably withheld or delayed)

5.3.2 the grantor shall carry out at its own sole expense any works reasonably required by the grantee arising by reason of the diversion or provision of an alternative route to the reasonable satisfaction of the grantee (which may include (but without loss of generality) relocation of vehicle parking, new hard standings, relocation of fencing/new fencing, changing existing security systems or installing new security systems)

#### **Utilities - costs and metering**

5.4 Where the subject matter of any such easement used jointly by the grantor and grantee is a pipe or cable supplying water, gas or electricity then:

5.4.1 each party shall be responsible for payment of the cost of supplies to their respective properties

- 5.4.2 the grantee shall (where practicable and unless otherwise agreed) install metering devices in such positions as may be agreed to be appropriate for measuring the extent of use of such services by the grantee
- 5.4.3 in the absence of any metering device or in the event of its failure the grantor and the grantee shall agree appropriate methods of determining what may fairly be regarded as their respective costs and shall pay accordingly
- 5.4.4 where the pipe or cable is jointly used in passing through both the Board's Land and Railtrack's Land (so that both parties are grantor and grantee in respect of different sections) the obligation to install metering devices shall be joint

#### **Rights of Entry**

- 5.5 The exercise of all rights of entry granted in this clause 5 may be undertaken with or without workmen and materials but shall be subject to the grantee giving to the grantor 48 hours' prior written notice of intention to exercise the rights (except in the case of emergency when such notice as is possible will be given) and
- 5.5.1 entry shall be over such route over the grantor's land as the grantor may (if it wishes) reasonably require and
- 5.5.2 the grantee shall carry out such work at such time and in such manner as is reasonable in all the circumstances, causing as little damage to the grantor's land as is reasonably possible, using reasonable endeavours to cause as little inconvenience and disturbance as reasonably practicable and making good any damage so done to the grantor's land as soon as reasonably practicable
- 5.5.3 if the grantor's land is used for railway purposes then:
- 5.5.3.1 the notice to be given by the grantee to the grantor shall be the longer of 48 hours and such as is required by railway industry safety standards from time to time in force (except in case of emergency when less notice but as long a notice as is possible will be given so long as that is consistent with railway industry safety standards) and
- 5.5.3.2 the grantee shall use all reasonable endeavours to pre-plan any such entry so as to enable any necessary railway possessions or



electricity isolations to be programmed with minimum inconvenience to railway operation and shall:

5.5.3.2.1 pay to the grantor any costs or losses arising including (but not limited to) those incurred in consequence of the grantor being unable to deliver in timely manner any train paths for which it may then have contracted

5.5.3.2.2 adhere to all safety requirements for the railway including (but not limited to) adherence to railway industry safety standards and safety validation of contractors employed

#### **Identification of Unmarked Service Media**

5.6 The reservation contained in clause 4.4 above in respect of service media not shown on the Plan shall absolutely cease and determine at the expiration of a period of 10 years from the Transfer Date (or on any sale or transfer by the Board of the Board's Land or the relevant part of it if earlier) unless prior to then the Board and Railtrack shall annex to their respective parts of this Agreement agreed plans showing the location and nature of the Service Media serving or in situ and capable of serving the Board's Land for which (if proper enquiry had been made prior to the date of this Agreement) it would have been reasonable and proper for the Board to require to be shown on the Plan so as to be the subject of the reservation ("the Defined Service Media"). The reservation contained in clause 4.4 will then as from the expiration of that period (or the date of annexation of agreed plans if earlier) apply only to Service Media marked on the Plan and the agreed plans. To enable such unmarked Service Media to be identified, the following provisions shall apply:-

5.6.1 Railtrack shall within 56 days (to include site inspection if any) of written request being received from the Board, forward to the Board a plan showing all Service Media serving the Board's Land and located on, over or under Railtrack's Land known to Railtrack or which with reasonable enquiry are capable of being identified from Railtrack's records or records

available to it (but so that this shall not oblige Railtrack to carry out any site inspection).

5.6.2 If Railtrack shall fail to respond to such written request or if it shall reasonably and properly appear to the Board that any response given is incomplete, then Railtrack shall afford access to its records or records available to it so as to permit the Board to pursue reasonable investigation of them.

5.6.3 The Board and Railtrack agree to sign in duplicate plans showing all the Defined Service Media so identified and to annex one copy to their part of this Agreement.

5.6.4 Railtrack may (if so required in connection with any existing or proposed grant or disposal in relation to Railtrack's Land) implement the procedures for annexation of agreed plans as follows :

5.6.4.1 Railtrack may notify the Board that it wishes (for the reasons stated above) to confirm the effect of this clause 5.6

5.6.4.2 With that notification, Railtrack shall forward to the Board a plan showing the Defined Service Media. In the event that there are no such Service Media, none will be shown on the plan and this fact will be stated.

5.6.4.3 The plan shall be agreed on the basis of the same principles appearing under 5.6 above and the Board and Railtrack agree to sign in duplicate plans showing the Defined Service Media (or, where applicable, statements as to the absence of Defined Service Media) and to annex one copy to their part of this Agreement.

6. **Mines and minerals**

Railtrack's Land includes any mines or minerals under the Board's Land and which at the Transfer Date were owned by the Board and to the extent necessary to give effect to this, this Agreement operates as a transfer of such mines and minerals

7. **Easements excluded**

Railtrack's Land is not subject to any easement or right of light, air or support or other easement or right whatsoever in favour of the Board's Land except:



- 7.1 to the extent (if at all) resulting from clause 4 of this Agreement or stated in any Schedule to this Agreement
- 7.2 for a right of support to the extent currently enjoyed by the Board's Land in respect of Railtrack's Land (but so that this does not imply any ancillary right of entry upon Railtrack's Land)

8. **Easements included**

The following easements subsist for the benefit of Railtrack's Land and each part of it and the Board grant and confirm these (as necessary) to Railtrack :-

- 8.1 the right at any time to erect or suffer to be erected any buildings or other erections and to alter any building or other erection now standing or afterwards to be erected on any part of Railtrack's Land in such a manner as to obstruct or interfere with the passage of light or air to any building which is or may be erected upon the Board's Land and any access of light and air over Railtrack's Land shall be treated as enjoyed by the licence or consent of Railtrack and not as of right
- 8.2 the right of support from the Board's Land for Railtrack's Land and works
- 8.3 the right with or without workmen and equipment at all reasonable times (after giving reasonable prior written notice where practicable) to enter upon the Board's Land (but not into any buildings there) for the purpose of inspecting, maintaining, repairing, renewing, altering or removing any fences, walls, railway banks, abutment or retaining walls, bridges and other works on Railtrack's Land subject to clause 8.4 below
- 8.4 the above right of entry is subject to Railtrack minimising inconvenience and as soon as reasonably practicable making good all damage occasioned to the Board's Land in its exercise
- 8.5 the right with or without workmen and equipment to enter on the Board's Land for the purpose of ascertaining performance of the Board's obligations under clauses 9.3 and 9.4 below and (if necessary in the opinion of Railtrack) carrying out those obligations

9. **Covenants by Board**

**THE** Board covenant with Railtrack for the benefit and protection of such part of Railtrack's Land as is capable of being benefited or protected and with intent to bind so far as legally may be the Board and the Board's successors in title, owners for the time being of the



Board's Land or any part of it in whosoever hands it may come but not so as to bind the British Railways Board personally after they shall have parted with all interest in the land to which this covenant relates so long as the Board shall first procure a direct covenant from the buyer with Railtrack in the terms of this clause 9 to the reasonable satisfaction of Railtrack (paying or providing payment of Railtrack's reasonable related costs) :-

- 9.1 that there shall not at any time on any part of the Board's Land within 10 metres of the boundary between the Board's Land and Railtrack's Land be carried out any works including (but not limited to) the making of excavations, the alteration of ground levels, the implementation of external lighting or landscaping schemes and the erection of or external addition to any buildings or structures without
  - 9.1.1 there having previously been submitted detailed plans and sections of the works in triplicate to Railtrack; and
  - 9.1.2 Railtrack's approval having been obtained (such approval not to be unreasonably withheld or delayed); and
  - 9.1.3 compliance with such reasonable conditions as to foundations or otherwise as Railtrack shall deem it necessary to impose for the protection of the safety and operation of the railway and of Railtrack's rights under this Agreement; and
  - 9.1.4 (if reasonably required by Railtrack for the purposes mentioned above) agreement on and completion of a Works Agreement and/or methods statement, incorporating such reasonable requirements as Railtrack shall properly require.
- 9.2 That there shall not without the provisions of 9.1.1 to 9.1.4 (inclusive) above being complied with in relation to such works, be :-
  - 9.2.1 constructed any building or structure which exceeds either 20 metres or 4 storeys in height on any part of the Board's Land within 25 metres of the boundary between the Board's Land and Railtrack's Land or
  - 9.2.2 made any deep unsupported excavations within 30 metres of the boundary between the Board's Land and Railtrack's Land.
- 9.3 forthwith (subject to compliance with Railtrack's proper safety requirements) to Railtrack's reasonable satisfaction to erect on the Board's Land and afterwards maintain (and if necessary renew) fences of the Required Specification along such part of the boundary between the Board's Land and Railtrack's Land as lacks a

fence or wall or which Railtrack consider to be inadequately fenced and to pay on demand Railtrack's reasonable costs for look-out protection, railway possessions and electrical isolations reasonably and properly required in connection with the erection or renewal of such fencing.

9.4 to Railtrack's satisfaction to maintain (and if necessary renew) the existing fences along the boundary between the Board's Land and Railtrack's Land to the extent that 9.3 above does not apply.

9.5 (save where inconsistent with any express grants contained in this Agreement) not to discharge drainage

9.5.1 into or onto Railtrack's Land nor

9.5.2 (unless fully contained in a proper drainage system) into or onto the Board's Land towards Railtrack's Land.

9.6 to pay to Railtrack the costs incurred reasonably by Railtrack in carrying out the Board's obligations under clause 8.5 above.

9.7 not to surcharge cutting slopes on Railtrack's Land nor destabilise such cutting slopes.

9.8 that there shall not be carried out any works on the Board's Land

9.8.1 which cannot be carried out or subsequently maintained from the Board's Land without entry onto or over Railtrack's Land; or

9.8.2 which entail the construction of any soakaway or the lowering of the water table within 20 metres of the boundary between the Board's Land and Railtrack's Land unless first approved by Railtrack (such approval not to be unreasonably withheld or delayed); or

9.8.3 which affect (by mechanical excavation or equivalent) Service Media in the Board's Land for which rights subsist for the benefit of Railtrack's Land without prior compliance with the provisions of clauses 9.1.3 and 9.1.4 above unless the Board cannot reasonably be expected to know of the existence and/or location of such Service Media. It shall not be reasonable to expect knowledge of Service Media which Railtrack have on receiving a written request from the Board failed to disclose prior to the carrying out of the relevant works (provided that Railtrack shall have been afforded a reasonable period for enquiry or search) if with reasonable enquiry or searches of records available to Railtrack disclosure



could have been made or if (the Board having carried out reasonable further investigations) it has proved impracticable to determine the existence and/or approximate location of such Service Media. The Board will notify Railtrack in writing of Service Media disclosed by the further investigations.

- 9.9 that there shall not be constructed any road or parking area on the Board's Land adjoining Railtrack's Land without there being erected to Railtrack's reasonable satisfaction suitable kerbing or crash barriers of a design reasonably specified by Railtrack and in a position reasonably approved by Railtrack (such approval not to be unreasonably withheld or delayed) so as to prevent vehicles accidentally moving onto Railtrack's railway.
- 9.10 that (save with the express prior agreement of Railtrack) no cranes or piling rigs shall be positioned or used upon the Board's Land
  - 9.10.1 so that it is possible for the crane's jib or skip to sail over Railtrack's Land or for such crane or rig to fall within 2 metres of Railtrack's Land or for the crane's load to swing over Railtrack's Land or
  - 9.10.2 without prior notification to Railtrack.
- 9.11 that (unless carried out in accordance with a lighting scheme approved by Railtrack, such approval not to be unreasonably withheld or delayed) there shall not be placed on the Board's Land any light which could be likely to be confused with any signal on Railtrack's railway or which may interfere with or affect the sighting of signalling on or the operation of its railway.
- 9.12 to remove, relocate or screen such light so that no confusion or interference shall occur forthwith upon being notified by Railtrack that in Railtrack's proper opinion such confusion or interference has arisen or is likely to arise.
- 9.13 to the extent that it is lawful for Railtrack so to require:
  - 9.13.1 (unless carried out in accordance with a landscaping scheme approved by Railtrack, such approval not to be unreasonably withheld or delayed) not to plant on the Board's Land any trees or shrubs such that if grown to their mature height they could fall within 2 metres of Railtrack's Land
  - 9.13.2 to manage all new and existing trees and shrubs on the Board's Land so that it is not possible for their branches to overhang the boundary with Railtrack's Land or for them to provide a means of scaling the boundary

fence between the Board's Land and Railtrack's Land and so as to minimise leaf fall and root penetration onto the railway.

9.14 no external works of repair and maintenance nor external repainting above ground level shall be carried out to the railway elevation of any buildings or structures on the Board's Land located in close proximity to the railway nor renewal of railway boundary fencing shall be carried out without (in each case) reasonable prior and sufficient notification to Railtrack nor without compliance with such reasonable conditions as Railtrack may properly require for the safety and/or protection of railway operation and structures on the railway land and of workmen on the Board's Land.

9.15 that materials are not to be stored or stacked on the Board's Land in such a manner that on collapse they might encroach on Railtrack's Land or lean against the fencing between the Board's Land and Railtrack's Land and cause a danger to the safe operation of the railway.

10. **Position pending disposal by Board**

Railtrack agrees not to enforce the covenants under clauses 9.3, 9.4, 9.6 and 9.13.2 unless after the Transfer Date the Board shall use or occupy the Board's Land or part of it or permit anyone else to do so (other than under a licence, tenancy or lease existing at the Transfer Date or any renewal of it) or dispose of the Board's Land or part of it or any interest in it but pending the coming into operation of such covenants :-

10.1 the Board shall be under an obligation to Railtrack (where Railtrack's Land is used for railway purposes, and its safety might be prejudiced by trespass due to the absence or disrepair of any existing boundary wall or fence, and any part of the boundary between the Board's Land and Railtrack's Land is unfenced) to maintain fencing around other parts of the Board's Land so as to avoid such trespass and

10.2 in the event of failure to perform such obligations within a reasonable period following notice in writing from Railtrack of any breach then Railtrack may proceed to enforce the covenants under clauses 9.3, 9.4, 9.6 and 9.13.2 above but  
10.2.1 where there is an occupational licence tenancy or lease existing at the Transfer Date in respect of the Board's Land or the relevant part of it then the costs of compliance with clauses 10.1 and 10.2 shall be the Board's insofar as these involve maintenance (or if necessary renewal) of existing



fences or management of vegetation to the extent that the occupational licence tenancy or lease imposes such costs on the licensee or tenant

10.2.2 in all other cases the costs arising out of compliance with clauses 10.1 and 10.2 above shall be shared equally by the Board and Railtrack who shall consult together regarding the works and as to the level of costs to be incurred prior to commencing any works and the party liable to contribute to the other's costs shall pay all sums due on demand

10.3 Where there is a disposal of part of the Board's Land which does not adjoin Railtrack's Land but which is fenced off to Railtrack's reasonable satisfaction and maintained so fenced off then:

10.3.1 this shall not bring into operation clause 9.3 or 9.4 and

10.3.2 Railtrack shall not be liable to contribute costs under clause 10.2.2 above in relation to that or any other fencing around the relevant part of the Board's Land.

10.4 Railtrack's agreement not to enforce certain covenants as set out above shall continue to have effect in relation to any part of the Board's Land not so used or occupied or disposed of to the intent that the bringing into use or occupation or disposal of part only shall not take effect so as to make the Board liable to Railtrack under the suspended covenants in respect of the whole of the Board's Land.

## 11. **Apportionment**

Where any part of Railtrack's Land and the Board's Land is held by Railtrack and the Board subject to or with the benefit of any rent, rentcharge or other payments affecting the estate and interest of both Railtrack and the Board then that rent, rentcharge or other payment shall be divided or apportioned between Railtrack and the Board and so that one part is payable in respect of, or charged on, the estate or interest of Railtrack and the other is payable in respect of, or charged on, the estate or interest of the Board and:

11.1 if any such apportionment is stated in the Schedule below, then that will apply accordingly

11.2 if not stated in the Schedule then that apportionment shall be such as is fair and appropriate and as may be agreed in writing between Railtrack and the Board (such agreement not to be unreasonably withheld or delayed).



12. **Performance of obligations**

Relevant Obligations shall be suspended to the extent that and for so long only as performance by the party owing the Relevant Obligations is demonstrated by that party to have been rendered impossible by the existence of a Binding Occupation and

12.1 Relevant Obligations are those comprised in any covenant by Railtrack or the Board under this Agreement

12.2 A Binding Occupation is an occupational licence, tenancy or lease existing at the date of this Agreement in respect of the Board's Land or Railtrack's Land (as the case may be) or the relevant part of it in favour of a third party unconnected with the party owing the Relevant Obligations and includes (in the case of a tenancy or lease) a statutory renewal on similar terms.

12.3 The party owing the Relevant Obligations shall inform the other as soon as any Binding Occupation shall have ceased to have effect.

13. **Notices**

13.1 **- to Board**

Any notice which under this Agreement is to be given to the Board shall be sufficiently served if (and only if) delivered by hand or sent by registered letter or recorded delivery addressed to the Managing Director of Rail Property Limited at Whittles House 14 Pentonville Road London N1 9RP or such other person at such address as the Board shall notify to Railtrack for this purpose

13.2 **- to Railtrack**

Any notice which under this Agreement is to be given to Railtrack shall be sufficiently served if (and only if) delivered by hand or sent by registered post or **recorded delivery** addressed to the Director Property, Railtrack PLC at The West Wing The Hop Exchange 26 Southwark Street London SE1 1TU or such other person at such address as Railtrack shall notify to the Board for this purpose

14. **Stamp Duty**

**This** Agreement is an instrument on which (subject to certification by the Secretary of State) stamp duty is not chargeable as referred to in paragraph 2(3) of Schedule 9 of the Railways Act 1993

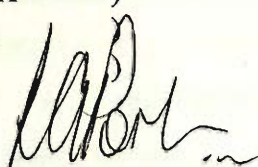
*Rec. 3 From  
the  
Railtrack  
and  
B.R.B.*

15. **Schedule**


Where there is any schedule to this Agreement the additional provisions of such schedule(s) are incorporated in this Agreement

EXECUTED and delivered by the Board and Railtrack as a deed as first dated above

THE COMMON SEAL of BRITISH  
RAILWAYS BOARD was affixed  
in the presence of:

)  


a person appointed to act instead of the Secretary <sup>7th 90,</sup>

THE COMMON SEAL of RAILTRACK )  
PLC was affixed in the )  
presence of:  )

Authorised signatory, as approved  
by a resolution of the board  
of Railtrack PLC on 5th December 1994

RAILTRACK PLC  
SEAL N° 12421



## SCHEDULE

### Additional Provisions

#### A. Railtrack Mines and Mineral Covenant

- A.1 Railtrack covenants with the Board for the benefit and protection of such part of the Board's Land as is capable of being benefited or protected and with intent to bind so far as legally may be Railtrack and Railtrack's successors in title, owners for the time being of the Transferred Mines and Minerals or any part of them in whosoever hands they may come, not to work or cause, permit or suffer to be worked the Transferred Mines and Minerals
- A.2 Railtrack's covenant above shall not bind Railtrack PLC personally after it shall have parted with all interest in the Transferred Mines and Minerals so long as Railtrack shall first produce a direct covenant from the transferee with the Board in the terms of paragraph A.1 above to the reasonable satisfaction of the Board (paying or procuring payment of the Board's reasonable related costs)
- A.3 "Transferred Mines and Minerals" are those transferred under clause 6 above.

#### C. New Service Media and Upgrading of Accesses

##### C.1 Definitions

In this paragraph C:

- 1.1 "Existing Access/Accesses" means any land shown on the Plan (s) coloured brown, coloured brown hatched brown, uncoloured hatched brown or uncoloured cross-hatched brown.
- 1.2 "Land Required" means such further land and/or airspace (being part of the Board's Land or Railtrack's Land) immediately adjoining the land and/or airspace so coloured and/or hatched or cross-hatched as is the minimum amount reasonably necessary to enable the Existing Access to be upgraded to the standard required for the Proposed Use, such land and/or airspace (where applicable) to include or to consist of sight lines at the junction of the Existing Access with the public highway or other road providing through access between the public highway and the Board's Land/Railtrack's Land as appropriate.
- 1.3 The phrase "standard required for the Proposed Use" means of such width,



construction and specification as shall be specified by the local planning or highway authority or utility company (as appropriate) as being necessary if the Board's Land and/or Railtrack's Land is developed for the Proposed Use.

1.4 "Proposed Use" means in case of the Board's Land and Railtrack's Land respectively the use reasonably contemplated at the date approval is sought pursuant to paragraph 5.1.1 below.

1.5 "Relevant Land" means:

1.5.1 the whole of the Board's Land

1.5.2 the whole of Railtrack's Land

1.6 The phrase "upgrading of Access(es)" shall mean all works necessary and required by the local highway authority for adoption of the New Road as a highway maintained at the public expense and shall include not only the construction of wearing surfaces and road sub-structures but also road drainage, installation/improvement of lighting, imposition of traffic control measures ( e.g. roundabouts, traffic lights, yellow lining) removal of obstructions to sight, construction of sight splays and footpaths etc. and in case of bridge widening shall also include the construction of new bridge sub-structures or super-structures

1.7 "installation of service media" shall include the construction of necessary structures such as substations, pumping stations etc.

1.8 "Approved Plans" means the plans and sections, works agreement and/or methods statement previously approved by the Board or Railtrack pursuant to paragraph 5.1.1 below.

1.9 "the New Road" means the new/improved roadway as identified pursuant to paragraph 2.2.4 below and which is to be the subject of the Approved Plans

1.10 "Compensatory Matters" means in relation to the grantor's railway undertaking (where applicable) and to the land of the grantor affected by Upgrading of Access Rights or New Service Media Rights the making good of the direct effects of the grant and exercise of such rights, including such matters as are set out in paragraphs 1.10.1 to 1.10.4 below, but excluding payment of any value for the Land Required which is attributable to its being required for the New Road or for any development or use of the grantee's land. The relevant matters described above comprise:



- 1.10.1 the replication without expense to the other of facilities lost or diminished or the payment of loss of income or of value arising through demolition of any building and the permanent termination of a tenancy
- 1.10.2 the permanent loss of opportunity of letting or other dealing with land but only to the extent that a valid existing proposal for such can be reasonably then established
- 1.10.3 the payment of any third party compensation (including for tenants, lessees and licensees) or costs properly incurred in obtaining possession of land affected
- 1.10.4 the payment of such sum as shall fairly compensate the grantor for any increased maintenance liability
- 1.11 "Upgrading of Access Rights" means those rights set out in paragraph C.3 below
- 1.12 "New Service Media Rights" means those rights set out in paragraph C.4 below
- 1.13 "Prior Requirements" means the provisions of paragraph C.5 below
- 1.14 "the Grant Period" shall mean the period ending on whichever is the earliest of:  
31st March 2005; or  
the date of disposal of the Board's Land or Railtrack's Land or the relevant part of it (as the case may be) ; or  
if a disposal is permitted pursuant to paragraph 2.3, 7 years from the date of that disposal
- 1.15 "the Rights Exercise Period" shall mean the period ending on the 31st March 2010
- 1.16 "the Rights Negotiation Area" means in relation to Railtrack's land such part of it (if any) as is shown cross hatched green on the Plan and in relation to the Board's Land such part of it (if any) as is shown cross hatched yellow on the Plan

## C.2 Grant of rights

- 2.1 The provisions of this paragraph C.2 constitute arrangements under which the Board and Railtrack may negotiate and grant and receive certain rights, such arrangements being personal to the Board and Railtrack and non-assignable save as provided in paragraph 2.3 below but without prejudice to the exercisability of the rights (when granted) by successors or assignees (but so that references in this paragraph C.2 to the Board or Railtrack or to the grantor or grantee shall exclude their respective successors or assignees save as provided in paragraph 2.3)



2.2 The Board may in relation to any Rights Negotiation Area on Railtrack's Land and Railtrack may in relation to any Rights Negotiation Area on the Board's Land call for the negotiation and grant within the Grant Period of Upgrading of Access Rights and/or New Service Media Rights and

2.2.1 this shall be by way of written notice containing sufficient particulars as shall enable identification of the proposed subject matter of the grants as envisaged by paragraphs 2.2.4, 2.2.5 and 2.2.6 below

2.2.2 the parties will treat with each other in good faith and neither shall withhold consent wholly or partly by reason of that party losing the ability to extract a payment from the other as a condition for giving such consent

2.2.3 subject to paragraph 2.4 below the existence of this paragraph C shall not constrain either party from dealing with its own land (whether by sale, lease or otherwise), although where the Board or Railtrack have received written notice from the other of that other's reasonable expectations as regards a prospective grant under this paragraph C, then the recipient shall have reasonable regard to such expectations (but where to do so might result in the recipient incurring detriment within the ambit of the Compensatory Matters, then the recipient shall be entitled to put the other to election as to whether the recipient may act so as to avoid that detriment, or whether the recipient shall be compensated in respect of the Compensatory Matters)

2.2.4 a grant shall not be made in respect of Upgrading of Access Rights without the New Road and the Land Required having been defined in agreed plans

2.2.5 a grant shall not be made in respect of New Service Media Rights without either the route(s) of these or a corridor within which such routes shall lie having been defined in agreed plans

2.2.6 a grant shall not be made in respect of paragraph 4.2 unless:

- the land afforded constitutes the minimum standard required for the Proposed Use and it is impracticable for the relevant facility to be located on the grantee's land
- the leased land is defined in agreed plans



2.2.7 where the land to be affected by the Upgrading of Access Rights lies outside the Existing Access/Accesses this shall be the minimum necessary to meet the standard required for the Proposed Use

2.2.8 the grantor may require that the New Road shall not provide access to land of a third party who otherwise would have had to have entered into negotiations with the grantor for a right of way

2.2.9 the grantee may put forward as part of its proposal a route for the New Road which constitutes a reasonable diversion of the Existing Access/Accesses, and the grantor shall give reasonable consideration to this, having regard to paragraph 2.2.2, although the grantor shall subject to paragraph 2.2.2 have full discretion as regards the acceptability of any such diversion only insofar as the safety and operation of the railway is concerned

2.2.10 the grantee shall pay the costs reasonably and properly incurred by the grantor in evaluating and responding to the grantee's proposals (including in-house costs) and in respect of any documentation entailed in the grant of the Upgrading of Access Rights and/or New Service Media Rights, and shall pay or undertake to pay reasonable sums in respect of the Compensatory Matters

2.2.11 the grants shall:

- not diminish to a material extent beyond that which is a natural consequence of these arrangements the area of the grantor's land available for its beneficial use and occupation;
- not restrict the then current use of or operations upon the grantor's land to any material extent;
- be on such terms that the safe operation, the support to, and stability of, any railway on the grantor's land are given all proper protection;
- not materially prejudice beyond that which is a natural consequence of these arrangements the likely costs or feasibility of any substantial development or enhancement of facilities on the grantor's land then in contemplation or reasonably likely to occur
- not be inconsistent with any then existing tenant's or other third



party rights

not (where New Service Media Rights are concerned) be made across the railway where this would not have been the normal practice of the Board up to 31st March 1994 in the disposal of land in the nature of the Board's Land

2.3.1 If either the Board or Railtrack shall wish to dispose of the Relevant Land owned by it and to assign the benefit of its prospective entitlement to receive certain grants under this paragraph C it shall serve written notice on the other of them stating which rights it wishes to assign and which part of the land of the other party is affected. Such notice shall include a plan showing clearly the affected land, which shall be the minimum reasonably necessary for the relevant purpose.

2.3.2 The party receiving the notice shall act reasonably and not withhold consent to the requested assignment if the nature of the rights to be assigned and the part of the land affected shall represent a reasonably precise indication of what the assignee can require.

2.3.3 It shall be reasonable for the party whose consent is required to receive a release from the disposing party from the rights contained in this paragraph C.2 save only those agreed to be assigned and to place time restrictions (being not less than 12 months) on the exercise of the rights by the assignee

2.3.4 No such assignment may be made:

2.3.4.1 other than once only so that no further assignment of the same subject matter shall be permitted

2.3.4.2 without the prospective assignee providing to the party whose consent is required a deed of covenant in reasonably acceptable form to observe and perform the relevant obligations under this Agreement

2.3.4.3 without written consent from the other party

2.3.5 Once the nature of rights and/or the extent of affected land is identified under paragraph 2.3.2, the provisions of paragraph 2.2 will not apply to any more extensive rights or affected land

2.3.6 Paragraph 2.2.10 applies mutatis mutandis to this paragraph 2.3



## **UPGRADING/NEW SERVICE MEDIA RIGHTS COVENANT**

2.4 Where Railtrack's Land includes a Rights Negotiation Area (and so giving rise to an entitlement on the part of the Board under paragraph 2.2 above) then Railtrack now covenants with the Board for the benefit and protection of the Relevant Land and with intent to bind so far as legally may be Railtrack and Railtrack's successors in title, owners for the time being of the Rights Negotiation Area or any part of it in whosoever hands it may come not to dispose of the Rights Negotiation Area or any part of it without giving prior written notice to the Board and affording the Board reasonable time in which to call for, negotiate and receive such grants that the Board may be entitled to require under paragraph 2.2 above, but so that:

2.4.1 no land charge shall be registered by or on behalf of the Board (as the Board now undertakes) in respect of the contents of this paragraph 2 (except for any completed grant) other than with specific reference to the Rights Negotiation Area.

2.4.2 a disposal for these purposes shall not include:

2.4.2.1 a lease or tenancy for railway purposes which makes provision for the exercise of the rights under this paragraph C.2;

2.4.2.2 a mortgage or charge;

2.4.2.3 a disposal of the entire interest of the disposing party in the Rights Negotiation Area or part of it where the acquiring third party acquired the land and railway business carried on there as a going concern so long as Railtrack shall first procure from the acquiring third party a direct covenant with the Board in the terms of this paragraph 2.4 (mutatis mutandis).

2.4.3 where notice is given to the Board under paragraph 2.4 and the circumstances described in paragraph 2.4.4 below apply, then the covenant contained in paragraph 2.4 above shall be deemed to have been fulfilled in respect of the relevant disposal, and Railtrack shall be at liberty to proceed with it.

2.4.4 the circumstances described above are either that:

2.4.4.1 the Board have not within 28 days of receipt of the relevant notice served upon Railtrack proposals complying with paragraph 2.2.1



above or;

2.4.4.2 the Board have not within 28 days of receipt of the relevant notice served upon Railtrack counternotice indicating with a reasonable degree of clarity and definition the Board's expectations in respect of its prospective grant under this paragraph C and the extent to which Railtrack's disposal will or will not be consistent with such expectations;

2.4.5 the Board shall take such steps as may reasonably be required by Railtrack in order to ensure that the effect of these provisions is not, as consistent with the Board's entitlement, unnecessarily to sterilise dealings with or the use of Railtrack's Land, and will give such consents and confirmation as may reasonably be required for this purpose without delay.

2.4.6 to the extent that Railtrack might suffer financial prejudice within the ambit of the Compensatory Matters as a result of any loss of or delay occasioned to a disposal by virtue of this covenant, then paragraph 2.2.3 shall apply, to the intent that the Board may either act so as to enable Railtrack to avoid such prejudice or will compensate Railtrack in respect of the Compensatory Matters.

2.4.7 this covenant shall be deemed to be automatically released upon the completion of the grants which are the subject of the Board's entitlement in respect of the Rights Negotiation Area (or the expiry of the Grant Period, if earlier) and the Board shall without delay and without cost to Railtrack cancel any land charge in respect of this covenant or the contents of this paragraph C.2 at the request of Railtrack.

2.5 Where the Board's Land includes a Rights Negotiation Area then the Board now covenants with Railtrack in the like terms (mutatis mutandis) in relation to that land as provided in paragraph 2.4 above, and so that references in paragraph 2.4 to "Railtrack" shall be construed as referring to "the Board" and vice versa.

### C.3 Upgrading of Access Rights

The rights, subject to the Prior Requirements:

3.1 For the Board and/or Railtrack within the Rights Exercise Period to enter upon the Land Required for the purposes of constructing the New Road without cost



to the other (subject only to paragraph 5.1.4 below) in accordance with the Approved Plans.

3.2 At all times following completion of construction of the New Road, rights of way in the terms set out in clauses 4.1 or 4.2 of this Agreement for the benefit of the Relevant Land and every part of it and easements in the terms set out in clauses 4.3 and 4.4 of this Agreement in respect of service media and sight lines forming part of the New Road.

3.3 To require the Board or Railtrack as the case may be as owner for the time being of the site of

3.3.1 the New Road or any relevant part of it to join in any dedication/adoption agreement/agreement to convey land to effect adoption required by the local highway authority so long as the owner of the land shall be indemnified in respect of the reasonable and properly incurred costs relating to such agreement and adoption and shall not be obliged to be a party for any purpose other than as such owner or to incur any liability or otherwise be subject to unreasonable terms.

3.3.2 any new bridge works to enter into such form of easement with the highway authority as shall be specified in the relevant works agreement

#### **C.4 New Service Media Rights**

4.1 The rights, subject to the Prior Requirements:

4.1.1 For the Board and/or Railtrack within the Perpetuity Period to enter upon so much of the land of the other as may be agreed for the purposes of laying or constructing the New Service Media in accordance with the Approved Plans.

4.1.2 For an easement in the terms of clause 4.3 or 4.4 (as applicable) of this Agreement in respect of such New Service Media.

4.1.3 To require the Board or Railtrack as the case may be as owner for the time being of the relevant land to join in any dedication/adoption agreement to effect adoption required by the relevant utility company so long as the owner of the land shall be indemnified in respect of the reasonable and properly incurred costs relating to such agreement and adoption and shall not be obliged to be a party for any purpose other than as such owner or to incur any liability or otherwise be subjected to



unreasonable terms (or terms other than those under which the owner may usually contract with such utility company, where such usual arrangements exist).

- 4.2 A lease of the necessary land of the grantor where any part of the works under New Service Media Rights shall include the construction of a building or structure which either the Board or Railtrack reasonably consider is not suitable subject matter for an easement but instead would require to be the subject of a lease for legal efficacy, and such lease shall be granted to the grantee or (as reasonably required) the appropriate utility company at a nominal rent but otherwise subject to such exceptions, reservations, covenants and conditions as shall reasonably be required by whoever is to be the landlord.

#### **C.5 Prior Requirements**

- 5.1 Neither the Board nor Railtrack shall carry out any works pursuant to the Upgrading of Access Rights or New Service Media Rights without first:

5.1.1 complying with the provisions of clauses 9.1.1 to 9.1.4 (inclusive) of this Agreement, substituting the Board for Railtrack, where it is Railtrack that is desirous of carrying out such works; and

5.1.2 obtaining all necessary planning consents for the works and supplying copies of these to the other; and

5.1.3 offering to the other (to the extent that this is not adequately covered in any Works Agreement or - where enforceable by the other - in any other agreement with the local highway authority or utility company) a reasonably satisfactory performance bond or similar security to cover completion of the works in a sum reasonably required and in addition (if relevant) reasonable security for the costs and expenses for which the other party may be liable in a sum reasonably specified in the event that the works are not carried out and completed in accordance with any agreed programme of works; and

5.1.4 consulting the other party as to whether that other seeks, so as to serve its own land, any enhanced width or standard of the New Road or capacity of service media beyond that which it is proposed to construct and so that in the event that the other party so requests in writing, then:

5.1.4.1 there shall prior to the commencement of the works be agreed and



documented the arrangements for financial contribution, the amounts and timing of payments to be made by the requesting party, to include a bond or similar security if reasonably required; and

5.1.4.2 the requesting party shall pay for any enhanced width or standard of the New Road or capacity of service media which it has in each case requested over and above that required to serve the land of the party constructing and to accommodate pre-existing use; and

5.1.4.3 the requesting party shall also pay for extensions to and continuations of the New Road it requires to the boundary of its land less (if applicable in case of the New Road being a diversion of an Existing Access) such sum as shall be equal to the cost of constructing a road to the standard of any existing at the Transfer Date on the same route; and

5.1.4.4 the principles in 5.1.4 above apply equally to service media

5.1.5 complying with paragraph 2.2.10 above

5.2 The party requiring to exercise the Upgrading of Access Rights or New Service Media Rights shall pay the costs reasonably and properly incurred by the other:

5.2.1 in dealing with matters submitted for approval under paragraph 5.1.1 above; and

5.2.2 in approving and completing any documents of the nature specified in paragraph 5.1.3 above

5.3 Where the Board or Railtrack intend to carry out works on their own land which would, if carried out by the other party, be pursuant to existing but unimplemented Upgrading of Access Rights or New Service Media Rights, it will consult with the other for purposes similar to those to which paragraph 5.1.4 above applies, and the parties are at liberty (but not obliged) to agree as provided by paragraphs 5.1.4.1 to 5.1.4.4 inclusive

5.4 For the avoidance of doubt the Upgrading of Access Rights and New Service Media Rights may (once granted) be exercised by successors in title to the original grantee, and a prospective successor is not precluded from applying under paragraph 5.1.1 for approval and entering into resultant documentation in each case conditional upon becoming such a successor subject to paragraph 5.2



above.

5.5 Any approvals given pursuant to paragraph 5.1.1 above shall lapse:

5.5.1 if the works so approved shall not commence prior to the date on which any necessary planning consent or renewal of it shall expire; or

5.5.2 upon expiry of the Rights Exercise Period (in the case of Upgrading of Access Rights) or the Perpetuity Period (in the case of New Service Media Rights); or

5.5.3 as otherwise agreed

**C.6 Disputes**

Any disputes (other than on a point of law) shall be referred to the arbitration of a single arbitrator to be appointed on agreement between the parties or in default of agreement on the application of one of them by the President for the time being of the Royal Institution of Chartered Surveyors.

**C.7 Stations/LMDs**

7.1 Where the rights under this paragraph C relate to land which is comprised in the lease of a station or passenger light maintenance depot and the exercise of any such rights would cause or would be likely to cause material restriction, limitation or impairment of the use of that railway facility by any lessee under such lease or beneficiary of an access contract under the Railways Act 1993 in relation to that station or depot then

7.1.1 the grant or exercise of such rights (as the case may be) shall be subject to any requirement for approvals that may apply under the relevant access conditions incorporated in such lease and/or access contract and

7.1.2 Railtrack will take such steps as may be required by the access conditions at the request of the Board and will progress the relevant procedure at the expense and direction of the Board who will indemnify Railtrack in respect of such indemnities as Railtrack may be required to afford under such procedures and shall furnish such security as may reasonably be required by Railtrack

7.2 It is a prior condition of paragraph 7.1 that the provisions of paragraph 5.1.1 above shall first be complied with, although approvals or other matters may be conditional upon review following the results of such procedure and conditional upon these being a successful result in the first place.



**D Boundary Refinement (s)**

- D.1 The definitions in clauses 1.5 and 1.6 are amended by the addition at the end of "... and incorporate the boundary refinement (s) set out in the Schedule to this Agreement".
- D.2 Clause 3 is amended by the addition at the beginning of this clause of "Subject to the boundary refinement (s) set out in the Schedule to this Agreement".
- D.3 For the purpose of refining the boundary/boundaries between Railtrack's Land and the Board's Land pursuant to the Agreement for Leases, Site Demarcations, Connection Agreements and BRT Easements dated 1 April 1994 made between the Board (1) and Railtrack (2) in accordance with the Transfer Scheme the Board convey to Railtrack all their estate and interest in the land shown coloured blue on plan number 5035A annexed and Railtrack convey to the Board all their estate and interest in the land shown coloured red on plan number 5035A annexed and
- the value of the land transferred by the Board / Railtrack under these arrangements for boundary refinement (s) is agreed at £nil for value added tax purposes and
  - such tax shall (if applicable) be incurred by the supplying party and paid by the other

**E New Service Media (short version)**

The rights contained in clause 4 of this Agreement shall also include the following:-

- E.1 The right within the Perpetuity Period for the Board or Railtrack to lay under Railtrack's Land or the Board's Land (as appropriate) by the route marked by a broken yellow line on the Plan or any diverted routes(s) substituted for this new service media for drainage, foul drainage, to serve the Board's Land or Railtrack's Land respectively subject to
- E.1.1 prior compliance with the provisions of clauses 9.1.1 to 9.1.4 of this Agreement, substituting "the Board" for "Railtrack" in such clauses where it is Railtrack who is desirous of installing new Service Media under the relevant part of the Board's Land.
- E.1.2 the party wishing to exercise the right contained in this clause paying the other party's reasonable and proper costs in connection with such approvals.
- E.1.3 the provisions of Part C4.1.3 of this Schedule applying to this right
- E.2 At all times following the laying of any such new Service Media the grantee shall have the right to have, maintain, repair, cleanse, use, renew, alter and remove it or them for the transmission of the services for which it is or they are intended for the benefit of the grantee's land and each part of it



- E.3 Where the rights under this paragraph E relate to land which is comprised in the lease of a station or passenger light maintenance depot and the grant and/or the exercise of any such rights would cause any material restriction, limitation or impairment of the use of that railway facility by the station lessee or any beneficiary of an access agreement under the Railways Act 1993, then that grant and/or exercise shall be subject to such approvals as may be required and are as described below
- E.3.1 the grant or exercise of such rights (as the case may be) shall be subject to any requirement for approvals that may apply under the relevant access conditions incorporated in such lease and/or access contract and
- E.3.2 Railtrack will take such steps as may be required by the access conditions at the request of the Board and will progress the relevant procedure at the expense and direction of the Board who will indemnify Railtrack in respect of such indemnities as Railtrack may be required to afford under such procedures and shall furnish such security as may reasonably be required by Railtrack
- E.4 It is a prior condition of paragraph E.3 that in relation to grant this shall be on agreed terms and in relation to exercise then the provisions of clauses 9.1.1 - 9.1.4 (inclusive) of this Agreement above shall first be complied with (substituting the Board for Railtrack, where it is Railtrack that is desirous of carrying out such works), although approvals or other matters may be conditional upon review following the results of such procedure and conditional upon there being a successful result in the first place

#### **G Site Specific Provisions**

- G1. Notwithstanding the provisions of clause 4.3 Railtrack shall only be granted such right in respect of the Pumping Station indicated on the Plan by the letter "X" and the outfall pipe indicated on the inset on the Plan by broken red line within the Perpetuity Period subject to Railtrack installing a pump of greater capacity capable of accepting the additional drainage required together with the Board's drainage requirements and subject to the said outfall pipe having sufficient capacity to take the additional drainage and such works shall be at Railtrack's expense and shall only be with the prior approval of the Board within the Perpetuity Period such approval not to be unreasonably withheld or delayed
- G.2 The right of way referred to in clause 4.1 is restricted to emergency use only between the points marked D-I on the Plan



G.3 The following words shall be added at the end of clause 1.9:

"and shall also include 3 metre high gates in the positions shown marked with the letters "Z" and "Y" on the Plan provided that the gate marked "Z" may be relocated to the position shown on plan no. 9640.P02 by the Board if required as part of the works for the construction of the Footbridge in paragraph G.4 "

G.4.1 Footbridge

G.4.1.1 In addition to the rights granted in clause 4 of this Agreement if called upon to do so by reasonable written notice ("the Notice") Railtrack shall grant (such grant not to be unreasonably withheld) for the benefit of the Board's Land within a reasonable period of the Notice (within the Perpetuity Period) a permanent easement for the site structure and airspace of a Footbridge with footway approaches ("the Easement") on and/or over Railtrack's Land in the approximate position shown hatched brown on the inset on the Plan No 5540

G.4.1.2 The Footbridge to be constructed by and at the expense of the Board in accordance with a Works Agreement to be agreed between Railtrack and the Board (such agreement not to be unreasonably withheld or delayed) provided that such agreement shall not contain provision for the adoption and future treatment of the Footbridge by (or other obligations on the part of) the local planning or highway authority unless such authority agrees to such provisions and subject to Railtrack's prior approval of the specification for the Footbridge such approval not to be unreasonably withheld or delayed

G4.2 The terms of the Easement:-

G4.2.1 Consideration

The Easement shall not be for a monetary consideration or premium or fine

G.4.2.2 Siting the Footbridge

G4.2.2.1 This shall be subject to prior written approval by Railtrack of all works to the Footbridge and any footway approaches (which are on or over Railtrack's Land) (such approval not to be unreasonably withheld or delayed) and also subject to prior written approval of the Railway Inspectorate (if necessary)



G4.2.2.2 The Footbridge shall be sited over Railtrack's Land with any footway approaches either also on Railtrack's Land or over or on land adjacent thereto

**G4.2.3 Use of the Footbridge**

The Board and all others authorised by it shall have the right of pedestrian access together with access for cyclists both of which may be public rights if required by the Board at all times over the Footbridge and the Board shall have the right to inspect alter maintain repair and remove the Footbridge subject to paragraph G.4.5 below

G4.2.4 The easement shall also include the right for the Footbridge to connect into the public footpath on Railtrack's Land to form a continuous pedestrian access route over the route shown hatched brown on the Plan

G4.2.5 Railtrack shall if required join in an agreement under Section 106 of the Town & Country Planning Act 1990 and/or Section 38 and/or Section 278 of the Highways Act 1980 or any similar or modifying legislation in a form or forms reasonably acceptable to Railtrack for the purpose of having the said Footbridge and any access route (pedestrian or otherwise) on Railtrack's Land from and between the said Footbridge and the public highway (such Footbridge and access route being called in this Part G "the Footbridge") dedicated or adopted for public use (or merely for use by the public at all times without adoption or dedication) and containing other related provisions for works required by the relevant planning or highway authority to access and/or the construction and maintenance upon similar terms to the agreement referred to in paragraph G.4.1.2 (whether by the Board or the relevant planning or highway authority) and/or use of the Footbridge Railtrack shall complete the said agreement(s) upon reasonable prior notice The Board shall pay Railtrack's reasonable and proper costs in connection with the preparation and completion of the said agreements and shall indemnify Railtrack against the proper cost of observing and



performing any obligations on the part of Railtrack in such agreement(s) related to the matters in this paragraph set out above except as follows:

Where a contribution is required in respect of the Railtrack Access or any works to it by the relevant planning or highway authority in such agreement(s) as a result of a scheme for building or development on the Board's Land or Railtrack's Land such contribution shall be payable by Railtrack if the scheme on Railtrack's Land or any part of it shall be implemented first but payable by the Board if the scheme on the Board's Land shall have been implemented first. In this paragraph G the area cross hatched brown on the Plan is called the "Railtrack Access"

**G.4.3 Ancillary Costs**

The Board shall be responsible for Railtrack's proper and reasonable costs incurred in approval of the plans and supervision of the works and also the track possession costs.

**G.4.4 Availability of Land**

The Easement shall be granted by Railtrack over Railtrack's Land with the Board making their own arrangements for the Easement over any other adjoining land

**G.4.5 Maintenance and Removal**

The Board save to the extent that such responsibility is inherited by or vested in another body or authority with Railtrack's prior approval (provided that if such body or authority is Oxford City Council or Oxfordshire County Council then such approval shall not be unreasonably withheld or delayed subject to Railtrack having agreed the relevant works agreement) shall be responsible for the maintenance and removal of the Footbridge and Railtrack's proper and reasonable costs for the approval of plans which shall not be unreasonably withheld or delayed and supervision of the works shall be met in full by the Board.

**G.4.6 Shortening of Sidings**

As part of the works for the construction of the Footbridge it may be necessary for sidings on Railtrack's Land to be shortened or slewed and Railtrack confirms it has no objection in principle to this subject to Railtrack's consent (which shall not be unreasonably withheld or delayed) being obtained in respect of the plans



of such works in addition to any regulatory consents or other consents required pursuant to the Railways Act 1993 and provided further that Railtrack agrees to use its reasonable endeavours to obtain any such consents subject to the Board indemnifying Railtrack for all its reasonable and proper costs incurred in endeavouring to obtain such consent

G5 Railtrack covenants with the Board for the benefit and protection of such part of the Board's Land as is capable of being benefited or protected and with intent to bind so far as legally may be Railtrack and Railtrack's successors in title owners for the time being of Railtrack's Land or any part of it in whosoever hands it may come but not so as to bind Railtrack personally after it shall have parted with all interest in the land to which this covenant relates so long as Railtrack shall first procure a direct covenant from the buyer with the Board in the terms of this clause to the reasonable satisfaction of the Board (paying or providing payment of the Board's proper and reasonable related costs) that it will pay a fair proportion according to user of the reasonably incurred costs of the Board in respect of the repair, maintenance or renewal of the Board's part of the road bridge over Rewley Abbey Stream shown on the Plan which for the avoidance of doubt shall include the adjoining pedestrian bridge ("the Board's Bridge")

G6 Railtrack now grant and confirm to the Board for the benefit of the Board's Land and each part of it:-

G6.1. the right within the Perpetuity Period to attach Service Media on the eastern side of the Board's Bridge where such Service Media would be on Railtrack's Land or the airspace above it and thereafter the right to have, maintain, repair, cleanse, use, renew, alter and remove the Service Media for the transmission of the services for which they are intended for the benefit of the Board's Land and each part of it subject to clauses 9.1.1 and 9.1.4

G6.2 the right with or without workmen at all reasonable times (after giving reasonable prior notice wherever possible) to enter upon Railtrack's Land including the airspace over the river alongside the Board's Bridge for the purpose of inspecting maintaining renewing repairing altering or removing the Board's Bridge or any Service Media attached to it subject to clauses 9.1.1 - 9.1.4

G6.3 the above rights are subject to the Board minimising inconvenience and as soon as is reasonably practicable making good all damage occasioned to Railtrack's Land in their exercise



G7. Railtrack covenants with the Board for the benefit and protection of such part of the Board's Land as is capable of being benefited or protected and with intent to bind so far as legally may be Railtrack and Railtrack's successors in title owners for the time being of Railtrack's Land or any part of it in whosoever hands it may come that, in the event that it decides to divert the electricity cable on Railtrack's Land it will use its reasonable endeavours to do so to a position shown approximately by a dotted purple line on the Plan and more particularly delineated on the attached drawing no MP/70/721 or such other position (so as not to interfere with the Footbridge or any footings of it) to be agreed between the Board and Railtrack (the approval of neither to be unreasonably withheld or delayed)

Provided that it is agreed between the Board and Railtrack that if the relocated cable (and this proviso applies even where the cable was diverted prior to the date of this Agreement) still affects the Board's proposed construction of the Footbridge referred to in paragraph G.4 of this Schedule then the Board shall have the right in fee simple for the benefit of the Board's Land and every part of it to enter Railtrack's Land for the purpose of diverting the cable to the position or alternative position mentioned above This shall be at the Board's own expense (unless the cable was not relocated by Railtrack to the position or alternative position described above when Railtrack shall pay the Board's costs on demand)

#### **Protected Zone**

H.1. For the purpose of this clause "a Protected Zone" is that strip of land shown hatched red on the Plan and the following provisions apply to Protected Zones:-

- works

H.1.1 that where the Board's Land includes a Protected Zone and while any adjoining part of Railtrack's Land is still used for railway purposes the Board will not except for railway purposes install any new works in the Protected Zone without first consulting Railtrack

- entry

H.1.2 the Board grants to Railtrack the right to enter on the Protected Zone (for railway purposes only) subject to paragraph H.1.3 below

H.1.3 it is declared that entry by Railtrack upon the Protected Zone shall be in



accordance with all safety requirements for the railway including (but not limited to) adherence to railway industry safety standards

H.1.4 the Board declare that any entry by its contractors with plant and equipment or the carrying out of any works on the Protected Zone shall be in accordance with all safety requirements for the railway including (but not limited to) adherence to railway industry safety standards

## H.2 **Cessation of Protected Zone Arrangements**

H.2.1 Where any provisions under paragraph H.1 above exist for the benefit of Railtrack in respect of the Protected Zone or part of it (which in either case is not vested in Railtrack) at any time and no further railway operational purpose is served or is anticipated to be served, then those provisions shall automatically cease to have effect and shall be extinguished and:

H.2.1.1 It shall be assumed that no further railway operational purpose is served or to be served if at any time the railway line and related works of Railtrack (and which, because of the restricted clearance between that railway line with its related works and the boundary of the Board's Land, will have given rise to the requirement of a Protected Zone under this Agreement) shall have been permanently abandoned or shall have been removed without prospective replacement

H.2.1.2 The Board may serve upon Railtrack written notice referring to this paragraph H.2, and stating that in relation to the Protected Zone (or a part of it, as described in the notice) no further railway operational purpose is served by it under the terms of this Agreement and so the relevant provisions shall have been extinguished

H.2.1.3 Railtrack shall serve written counter-notice confirming whether or not the contents of the notice are agreed and if they are not so agreed, or such counter-notice is not served, the Board may refer the question as to whether the Board's notice has taken effect to an arbitrator agreed between the Board and Railtrack or (in the event of failure to agree) appointed for that purpose by the President for the time being of the Royal Institution of Chartered Surveyors or his or her deputy if he or she is unable so to act

H.2.1.4 Extinguishment of the relevant provisions shall be without prejudice



to any subsisting liability for prior breach of any such provisions

H.2.2 Paragraph H.2 shall apply, without the necessity for notice to be served as above, where a Protected Zone lies within the Board's Land but the Board has since acquired Railtrack's interest in that part of Railtrack's Land adjoining the Protected Zone

H.2.3 The Board and Railtrack agree with each other to co-operate in cancelling all such registrations as shall have been made in respect of paragraph H.1 to the extent that these are rendered superfluous by any effective extinguishment under this paragraph H.2

J. Railtrack may within the Perpetuity Period vary the relevant part of the route of the Board's right of way referred to in clause 4.2 and shown cross hatched brown on the Plan to the position shown on plan no. 7867D1b or future revisions of it (and clauses 5.2.2 and 5.3.1 shall not apply where the variation is to move the right of way to such route on plan no. 7867D1b or to minor modifications to it shown on future revisions of such plan) otherwise in accordance with clauses 5.2 and 5.3 subject also to the new right of way complying with the following conditions:

J.1 The new right of way as shown on plan no. 7867D1b or future revisions of it shall be of a minimum width of 7.3 metres including a footway of not less than 1.3 metres in width and shall be constructed to no lesser standard than the existing right of way

J.2 When varying the rights of way Railtrack shall ensure that adequate vehicular and pedestrian access is maintained at all times between the Board's Land and Botley Road to the Board's reasonable satisfaction and Railtrack shall cause the minimum disruption and disturbance as is reasonably practicable when carrying out any works pursuant to such rights

K. In relation to the Upgrading of Access Rights contained in paragraph C of the Schedule the definition in paragraph C.1.3 shall be amended to read as follows:-

"1.3 the Phrase "standard required for the Proposed Use" means of such width construction and specification as shall be reasonably required for the Proposed Use (but shall not include any land which is required for the footbridge referred to in paragraph G4 of this Schedule or any footings or foundations of it) and for use by Railtrack in connection with the proposed development shown on plan number 7867D1b or future

revisions of it subject to paragraph J.1 (and "Land Required" shall not include any such land either)"

In paragraph C.1.6 the words from and including "all works necessary and required by the local highway authority..." down to and including "shall include not only..." shall be deleted and replaced by the following:-

"the works reasonably necessary to construct a road for the Proposed Use including..."



# LAND CHARGES ACT, 1972.

## ACKNOWLEDGEMENT OF APPLICATION

Form **K22**

The Chief Land Registrar acknowledges receipt of the undermentioned application to which effect has been given on the date and under the official reference number shown below.

TYPE OF APPLICATION  
**NEW REGISTRATION**

OFFICIAL REFERENCE NUMBER  
**LC/15003/99**

DATE OF REGISTRATION  
**13 MAY 1999**

NAME OF THE ESTATE OWNER/CHARGOR

IMPORTANT PLEASE READ THE NOTES OVERLEAF

Particulars of the entry

**BRITISH RAILWAYS BOARD**

- (1) D(II) NO. 15003 REGISTERED ON 13 MAY 1999
- (2) LAND NEAR OXFORD STATION (TRANSFER SCHEME PLAN B1-DB-11-002
- (3) OXFORD CITY COUNCIL
- (4) OXFORDSHIRE

EXPRESSED TO BE PURSUANT TO PRIORITY NOTICE(S) NUMBERED 11678

APPLICANT'S REFERENCE  
**BR/RT/MW/9601399**

KEY NUMBER  
**1001816**

AMOUNT DEBITED **£ 1.00**

**LEE BOLTON & LEE**  
**DX 2301**  
**VICTORIA**

Please address any enquiries to :-

Land Charges Department,  
Drakes Hill Court, Burrington Way,  
Plymouth PL5 3LP.

DX No. 8249 Plymouth (3)  
TEL: 01752 635655 or 635600  
FAX: 01752 766666



## NOTES

- |                                  |  |
|----------------------------------|--|
| Particulars of the entry         | 1. Please check the information printed overleaf and notify the Land Charges Department of any apparent inaccuracy.  |
| Authentic acknowledgements       | 2. All Land Charges acknowledgements are printed on Land Registry watermarked paper.   |
| Name of the Estate owner/Chargor | 3. Asterisks (*) are used to identify the surname of an individual.  |
| Code numbers                     | <p>4. The following is an explanation of the code numbers used to identify information printed overleaf:-</p> <p>(1) Type of Entry. Official Reference Number.<br/>Date of Registration.</p> <p>(2) Short description of the land.</p> <p>(3) Parish, place or district.</p> <p>(4) County.</p> <p>(5) Additional information regarding the entry.</p> |
| Fees                             | 5. The fee amounts shown in this acknowledgement are provided for information only. Where fees have been debited to an account, an applicant should await receipt of an invoice before making payment.   |
| Practice Guide                   | 6. Further information about procedures in the Land Charges Department are contained in "Computerised Land Charges Department - a practical guide for solicitors" obtainable on request from the address shown overleaf.   |

# LAND CHARGES ACT, 1972.

## ACKNOWLEDGEMENT OF APPLICATION

Form **K22**

The Chief Land Registrar acknowledges receipt of the undermentioned application to which effect has been given on the date and under the official reference number shown below.

TYPE OF APPLICATION <b>NEW REGISTRATION</b>	OFFICIAL REFERENCE NUMBER <b>LC/15004/99</b>	DATE OF REGISTRATION <b>13 MAY 1999</b>
--	---	--

NAME OF THE ESTATE OWNER/CHARGOR <b>Particulars of the entry</b>	<b>IMPORTANT PLEASE READ THE NOTES OVERLEAF</b>
---	---

### BRITISH RAILWAYS BOARD

- (1) D(III) NO. 15004 REGISTERED ON 13 MAY 1999
- (2) LAND NEAR OXFORD STATION (TRANSFER SCHEME PLAN B1-DB-11-002)
- (3) OXFORD CITY COUNCIL
- (4) OXFORDSHIRE

EXPRESSED TO BE PURSUANT TO PRIORITY NOTICE(S) NUMBERED 12003

APPLICANT'S REFERENCE <b>BR/RT/MW/9601399</b>	KEY NUMBER <b>1001816</b>	AMOUNT DEBITED <b>£</b>	<b>1.00</b>
<b>LEE BOLTON &amp; LEE</b> <b>DX 2301</b> <b>VICTORIA</b>	Please address any enquiries to :- Land Charges Department, Drakes Hill Court, Burrington Way, Plymouth PL5 3LP. DX No. 8249 Plymouth (3) TEL: 01752 635655 or 635600 FAX: 01752 766666		



## NOTES

- |                                  |  |
|----------------------------------|--|
| Particulars of the entry         | 1. Please check the information printed overleaf and notify the Land Charges Department of any apparent inaccuracy.  |
| Authentic acknowledgements       | 2. All Land Charges acknowledgements are printed on Land Registry watermarked paper.   |
| Name of the Estate owner/Chargor | 3. Asterisks (*) are used to identify the surname of an individual.  |
| Code numbers                     | <p>4. The following is an explanation of the code numbers used to identify information printed overleaf:-</p> <p>(1) Type of Entry. Official Reference Number.<br/>Date of Registration.</p> <p>(2) Short description of the land.</p> <p>(3) Parish, place or district.</p> <p>(4) County.</p> <p>(5) Additional information regarding the entry.</p> |
| Fees                             | 5. The fee amounts shown in this acknowledgement are provided for information only. Where fees have been debited to an account, an applicant should await receipt of an invoice before making payment.   |
| Practice Guide                   | 6. Further information about procedures in the Land Charges Department are contained in "Computerised Land Charges Department - a practical guide for solicitors" obtainable on request from the address shown overleaf.   |



# LAND CHARGES ACT, 1972.

## ACKNOWLEDGEMENT OF APPLICATION

Form **K22**

The Chief Land Registrar acknowledges receipt of the undermentioned application to which effect has been given on the date and under the official reference number shown below.

TYPE OF APPLICATION  
**NEW REGISTRATION**

OFFICIAL REFERENCE NUMBER  
**LC/15005/99**

DATE OF REGISTRATION  
**13 MAY 1999**

NAME OF THE ESTATE OWNER/CHARGOR

Particulars of the entry

**IMPORTANT PLEASE READ THE NOTES OVERLEAF**

**BRITISH RAILWAYS BOARD**

- (1) C(IV) NO. 15005 REGISTERED ON 13 MAY 1999
- (2) LAND NEAR OXFORD STATION (TRANSFER SCHEME PLAN B1-DB-11-002)
- (3) OXFORD CITY COUNCIL
- (4) OXFORDSHIRE

EXPRESSED TO BE PURSUANT TO PRIORITY NOTICE(S) NUMBERED 12004

APPLICANT'S REFERENCE  
**BR/RT/MW/9601399**

KEY NUMBER  
**1001816**

AMOUNT DEBITED **£ 1.00**

**LEE BOLTON & LEE**  
**DX 2301**  
**VICTORIA**

Please address any enquiries to :-

Land Charges Department,  
Drakes Hill Court, Burrington Way,  
Plymouth PL5 3LP.

DX No. 8249 Plymouth (3)

TEL: 01752 635655 or 635600

FAX: 01752 766666



## NOTES

- |                                  |  |
|----------------------------------|--|
| Particulars of the entry         | 1. Please check the information printed overleaf and notify the Land Charges Department of any apparent inaccuracy.  |
| Authentic acknowledgements       | 2. All Land Charges acknowledgements are printed on Land Registry watermarked paper.   |
| Name of the Estate owner/Chargor | 3. Asterisks (*) are used to identify the surname of an individual.  |
| Code numbers                     | 4. The following is an explanation of the code numbers used to identify information printed overleaf:-<br><br>(1) Type of Entry. Official Reference Number.<br>Date of Registration.<br><br>(2) Short description of the land.<br><br>(3) Parish, place or district.<br><br>(4) County.<br><br>(5) Additional information regarding the entry. |
| Fees                             | 5. The fee amounts shown in this acknowledgement are provided for information only. Where fees have been debited to an account, an applicant should await receipt of an invoice before making payment.   |
| Practice Guide                   | 6. Further information about procedures in the Land Charges Department are contained in "Computerised Land Charges Department - a practical guide for solicitors" obtainable on request from the address shown overleaf.   |

# LAND CHARGES ACT, 1972.

## ACKNOWLEDGEMENT OF APPLICATION

Form **K22**

The Chief Land Registrar acknowledges receipt of the undermentioned application to which effect has been given on the date and under the official reference number shown below.

TYPE OF APPLICATION  
**NEW REGISTRATION**

OFFICIAL REFERENCE NUMBER  
**LC/15111/99**

DATE OF REGISTRATION  
**13 MAY 1999**

NAME OF THE ESTATE OWNER/CHARGOR

Particulars of the entry

IMPORTANT PLEASE READ THE NOTES OVERLEAF

**RAILTRACK PLC**

- (1) D(III) NO. 15111 REGISTERED ON 13 MAY 1999
- (2) LAND NEAR OXFORD STATION (TRANSFER SCHEME PLAN B1-DB-11-002)
- (3) OXFORD CITY COUNCIL
- (4) OXFORDSHIRE

EXPRESSED TO BE PURSUANT TO PRIORITY NOTICE(S) NUMBERED 11676

APPLICANT'S REFERENCE

**BR/RT/MW/9601399**

KEY NUMBER

**1001816**

AMOUNT DEBITED

£

**1.00**

**LEE BOLTON & LEE  
DX 2301  
VICTORIA**

Please address any enquiries to :-

Land Charges Department,  
Drakes Hill Court, Burrington Way,  
Plymouth PL5 3LP.

DX No. 8249 Plymouth (3)

TEL: 01752 635655 or 635600

FAX: 01752 766666



# LAND CHARGES ACT, 1972.

## ACKNOWLEDGEMENT OF APPLICATION

Form **K22**

The Chief Land Registrar acknowledges receipt of the undermentioned application to which effect has been given on the date and under the official reference number shown below.

TYPE OF APPLICATION  
**NEW REGISTRATION**

OFFICIAL REFERENCE NUMBER  
**LC/15112/99**

DATE OF REGISTRATION  
**13 MAY 1999**

NAME OF THE ESTATE OWNER/CHARGOR

Particulars of the entry

**IMPORTANT PLEASE READ THE NOTES OVERLEAF**

**RAILTRACK PLC**

- (1) D(II) NO. 15112 REGISTERED ON 13 MAY 1999
- (2) LAND NEAR OXFORD STATION (TRANSFER SCHEME PLAN B1-DB-11-002)
- (3) OXFORD CITY COUNCIL
- (4) OXFORDSHIRE

EXPRESSED TO BE PURSUANT TO PRIORITY NOTICE(S) NUMBERED 11675

APPLICANT'S REFERENCE  
**BR/RT/9601399 (MW)**

KEY NUMBER  
**1001816**

AMOUNT DEBITED **£ 1.00**

**LEE BOLTON & LEE  
DX 2301  
VICTORIA**

Please address any enquiries to :-

Land Charges Department,  
Drakes Hill Court, Burrington Way,  
Plymouth PL5 3LP.  
DX No. 8249 Plymouth (3)  
TEL: 01752 635655 or 635600  
FAX: 01752 766666



# LAND CHARGES ACT, 1972.

## ACKNOWLEDGEMENT OF APPLICATION

Form **K22**

The Chief Land Registrar acknowledges receipt of the undermentioned application to which effect has been given on the date and under the official reference number shown below.

TYPE OF APPLICATION  
NEW REGISTRATION

OFFICIAL REFERENCE NUMBER  
LC/15113/99

DATE OF REGISTRATION  
13 MAY 1999

NAME OF THE ESTATE OWNER/CHARGOR

Particulars of the entry

IMPORTANT PLEASE READ THE NOTES OVERLEAF

RAILTRACK PLC

- (1) C(IV) NO. 15113 REGISTERED ON 13 MAY 1999
- (2) LAND NEAR OXFORD STATION (TRANSFER SCHEME PLAN B1-DB-11-002)
- (3) OXFORD CITY COUNCIL
- (4) OXFORDSHIRE

EXPRESSED TO BE PURSUANT TO PRIORITY NOTICE(S) NUMBERED 11677

APPLICANT'S REFERENCE  
BR/RT/MW/9601399

KEY NUMBER  
1001816

AMOUNT DEBITED £ 1.00

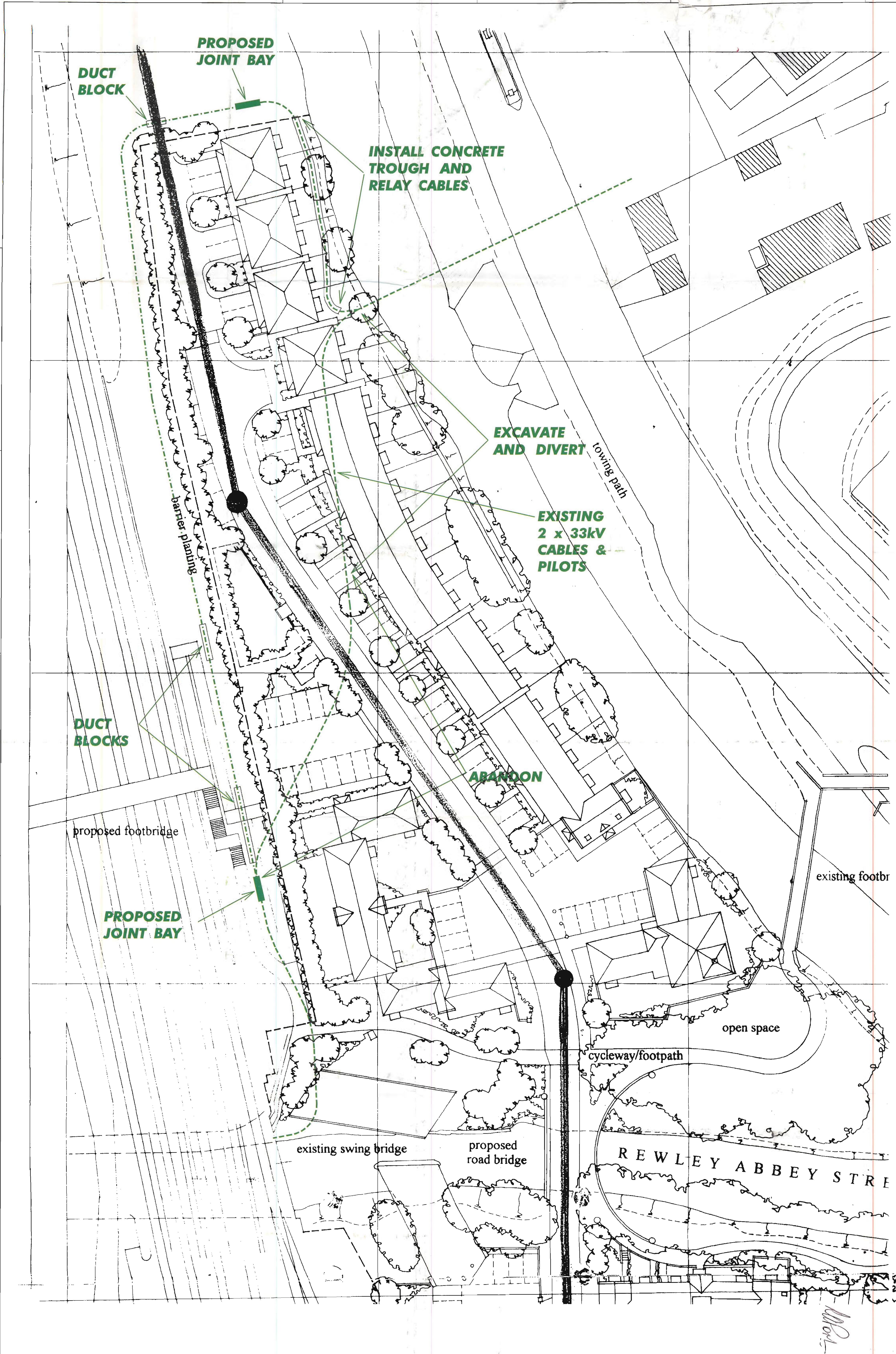
LEE BOLTON & LEE  
DX 2301  
VICTORIA

Please address any enquiries to :-

Land Charges Department,  
Drakes Hill Court, Burrington Way,  
Plymouth PL5 3LP.

DX No. 8249 Plymouth (3)  
TEL: 01752 635655 or 635600  
FAX: 01752 766666

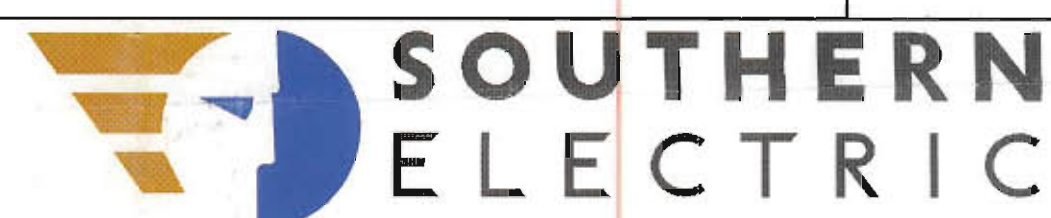




NOTES:-  
SUPERSEDES MP/70/446

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MASTER HELD AT VASTERN RD.  
Telephone 0118 953 4880

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**PROPOSED DIVERSION OF OSNEY - UNIVERSITY PARKS 33kV CABLES  
AT RAILTRACK OXFORD STATION HOUSING DEVELOPMENT**

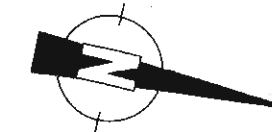
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Drn. by:-  
Tcd. by:-  
Ckd. by:-  
App. by:-

Dimensions in millimetres  
Drawing no.  
**MP/70/721**  
C.A.D. Reference:- MP0721.70



OXFORD

BI-DB-11-002



Authorised Signatory, as approved  
by a resolution of the board  
of Railtrack PLC on 20 December 1994

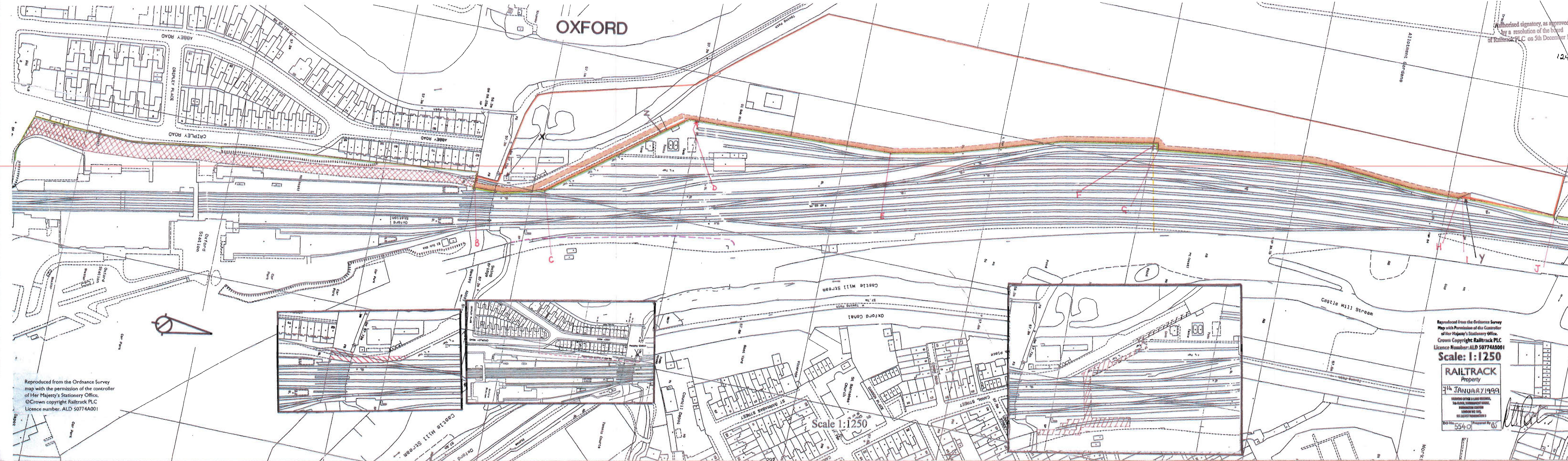
*R. A. P. R.*

RAILTRACK  
PROPERTY  
20<sup>th</sup> NOVEMBER 96  
FITZROY HOUSE  
355 EUSTON ROAD  
LONDON NW1 3AG  
D/O No. 5035/A  
PREPARED BY: PDC

SCALE 1:1250

REPRODUCED FROM THE ORDNANCE SURVEY  
MAP WITH THE PERMISSION OF THE  
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Scale 1:1250

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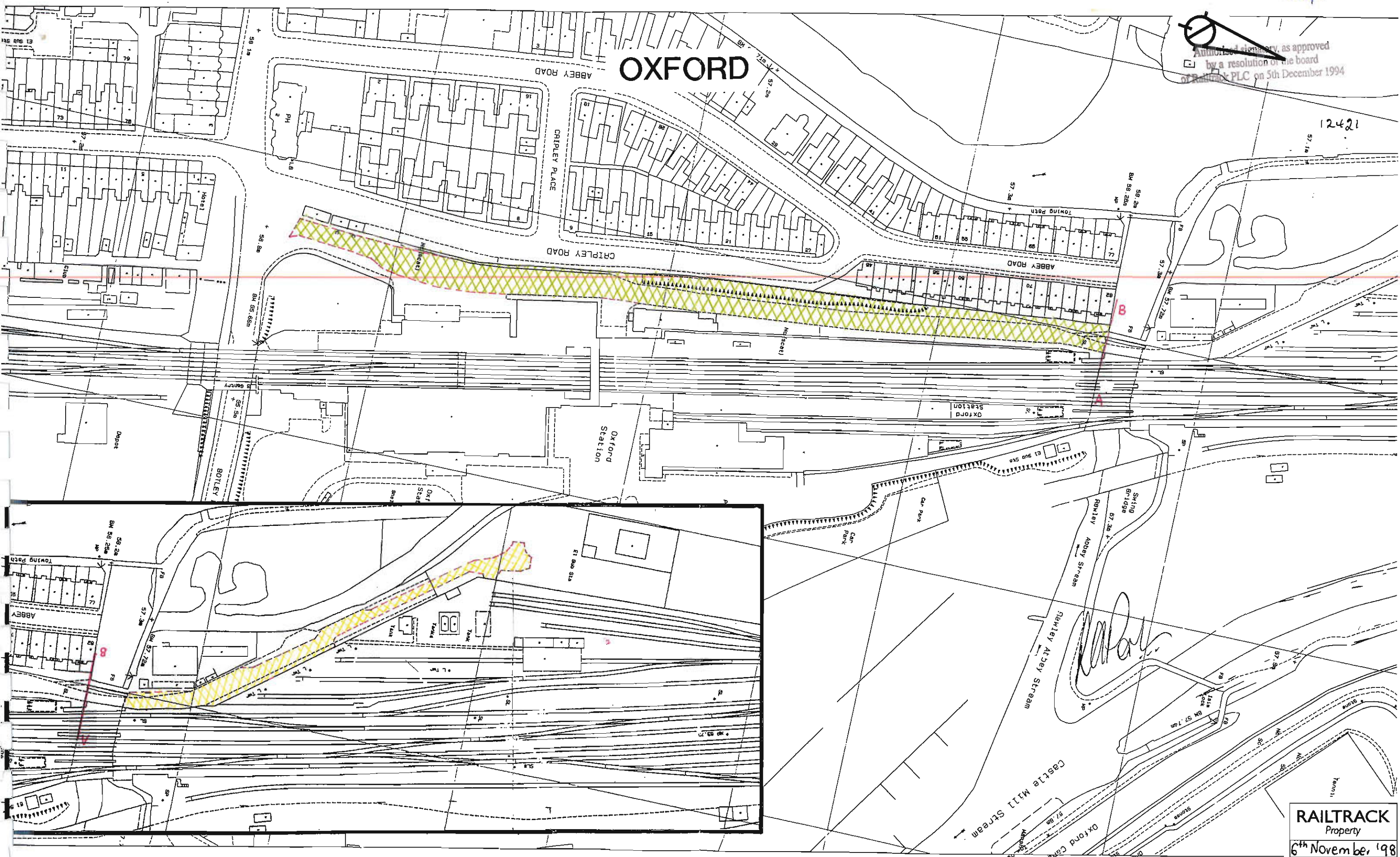
**RAILTRACK**  
Property  
7th JANUARY 1999  
ISSUING OFFICE: LAND RECORDS,  
7th FLOOR, LYNDENHAY HOUSE,  
PARLIAMENT SQUARE,  
LONDON WC2A 2TH,  
UK (0207 746 0000)  
DID No: 5540 Prepared By: [Signature]

12421  
Authorised signatory, as approved by a resolution of the board of Railtrack PLC on 5th December 1994



12421

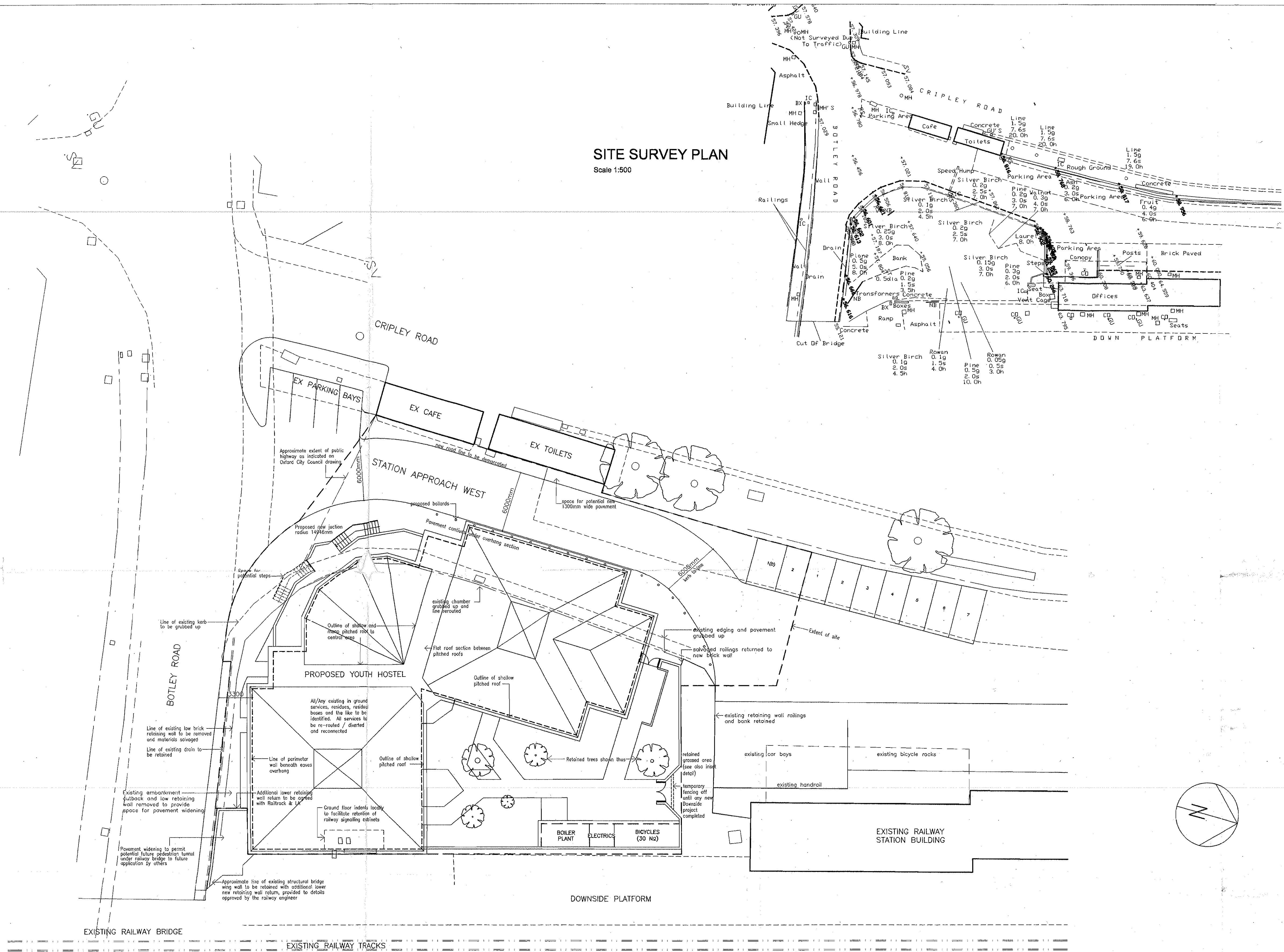
Authorised signatory, as approved  
by a resolution of the board  
of Railtrack PLC on 5th December 1994



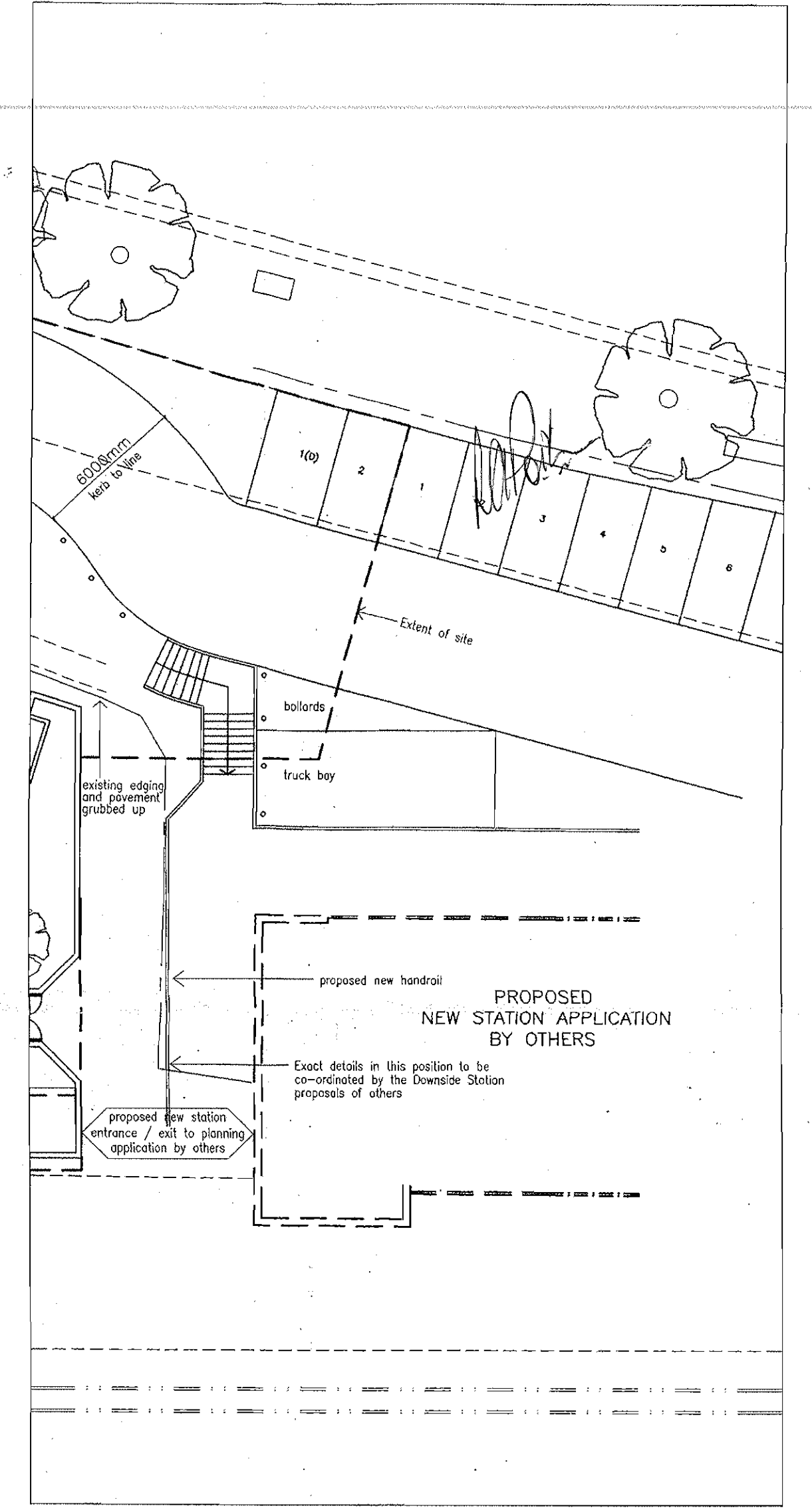
produced from the Ordnance Survey  
map with the permission of the controller  
Her Majesty's Stationery Office,  
Crown copyright Railtrack PLC  
reference number. ALD 50774A001

Scale 1:1250

<b>RAILTRACK</b> Property	
6 <sup>th</sup> November, '98	
DRAWING OFFICE & LAND RECORDS, 7th FLOOR, TOTTENHAM HOUSE, PADDOCK LANE STATION, LONDON W2 1HQ, DX 115757 PADDINGTON 3	
DO No. 4259	Prepared By B



**SITE LOCATION PLAN**  
Scale 1:200



**INSET DETAIL** Scale 1:200  
to show pedestrian resurfacing and remodelling to station entrance in connection with new Downside Proposal to planning application by others

carparking bays shown, existing station arrangement added, bicycle numbers shown, site extent updated, minor notation			
b	EB	JW	12.11.98
Updated/annotated for Planning Application Submission			
a	EB	JW	26.10.98
Revisions	Drawn	Checked	Date

**TP BENNETT**  
ARCHITECTURE DESIGN TOWN PLANNING  
ONE AMERICA STREET LONDON SE1 ONE  
TEL 0171 208 2000 FAX 0171 208 2020

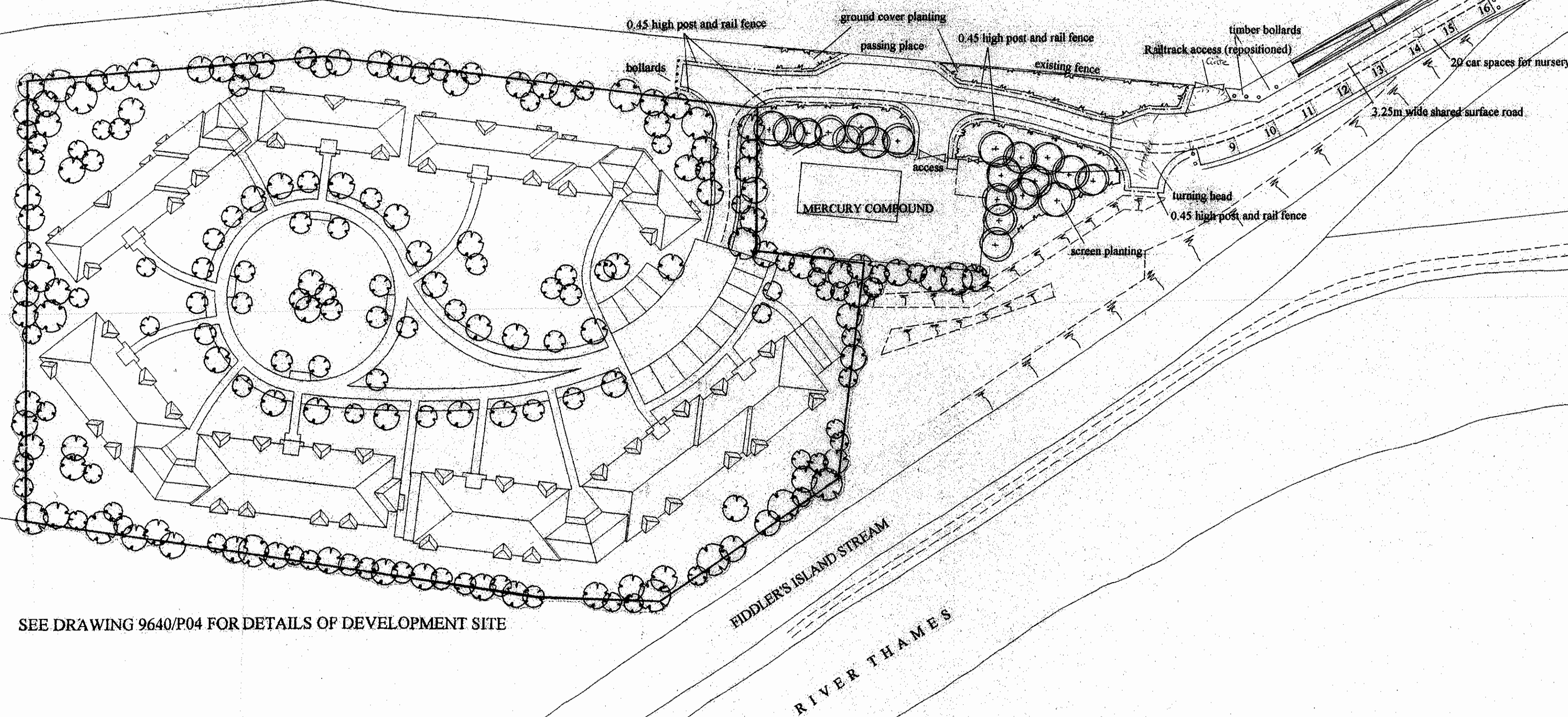
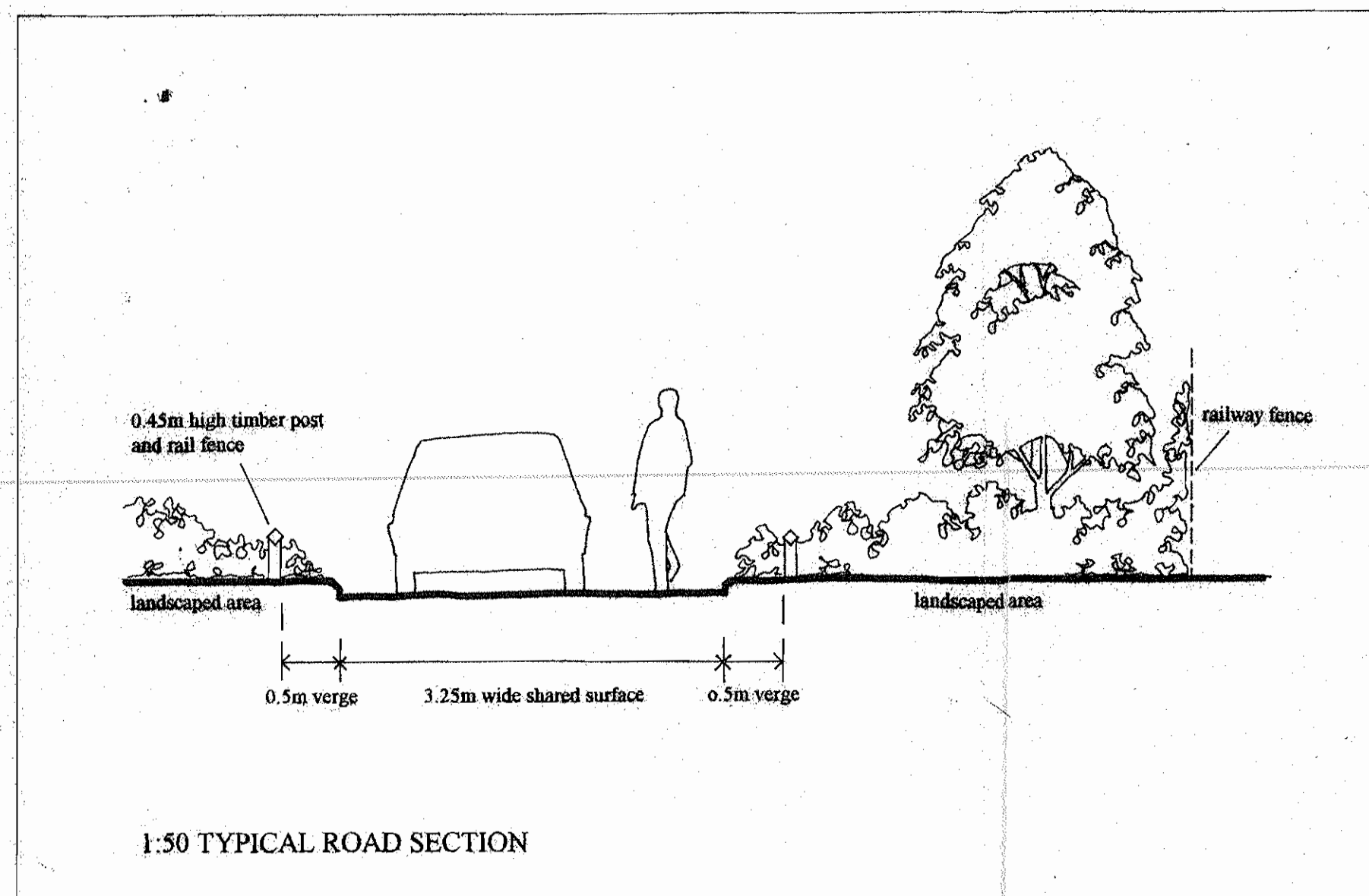
Project  
**PROPOSED NEW YOUTH HOSTEL AT BOTLEY ROAD OXFORD**

Drawing  
**SITE SURVEY AND LOCATION PLAN**

Drawn EB	Checked JW	Date 26.10.98	Scale 1200, 1500 eA1
Drawing Number 7867 D 1b		© CAD File 867D1b	
Rev b			

Notes  
Proposal superimposed on survey information provided by others  
All levels and setting out to be verified  
Extent of site shown thus -----  
Authorised signature, as approved by a resolution of the Board of Bathwick PLC on 5th December 1994  
12421





CASTLE MILL STREAM

NEW HOUSING DEVELOPMENT

EXISTING FOOT PATH

SWING BRIDGE

REWLEY ABBEY STREAM

BUFFER BEAR NURSERY

<b>TOWLE . SPURRING . HARDY</b> Architects  20 Middle Way Rummersdown Oxford OX2 7LJ Telephone (01865) 311838	CRIPLEY MEADOW, OXFORD		1:500
			9640
	ACCESS IMPROVEMENTS		P.02

Authorised signatory, as approved  
by a resolution of the Board  
of Railtrack PLC, on 9th December 1994

12421



**THE NETWORK RAIL (OXFORD PHASE 2 STATION IMPROVEMENTS (LAND ONLY)) ORDER**  
*Proof of Evidence – Property*

**APPENDIX 3 – SUMMARY OF AMENDMENTS TO THE ORDER, PLAN, BOOK OF REFERENCE**



## The Network Rail (Oxford Phase 2 Improvements (Land Only)) Order

### Summary and Explanation of Amendments

#### Amendments to Draft Order

Reference in Order	Amendment Made	Reason for Amendment	Require Consultation?
Article 9(1)	New paragraph (d) – this allows for works specifically identified in Schedule 2 (land for which temporary possession may be taken) to be carried out on land temporarily possessed.	<p>Plot 2 may require strengthening of the existing Castle Mill Stream Bridge or a temporary bridge provision to be put in place. The existing Castle Mills Stream bridge may need removing and reinstatement to facilitate this. It is considered these works are within the scope of Article 9(1) in any event, but clearer scope is now provided for this Plot within Schedule 2.</p> <p>Please note this wording was used in Network Rail (Norton Bridge Area) Improvements Order 2014</p>	No – technical drafting amendment
Article 13	<p>New paragraph 13(8) has been added which provides for the following:</p> <ul style="list-style-type: none"> <li>(a) Preserves third party rights to pass and repass over that part of Roger Dudman Way comprised in plots 6b and 6c;</li> <li>(b) Allows temporary possession of Plots 6b and 6c subject to an alternative route first being made available.</li> </ul>	To address paragraph 3(a) of the Statement of Matters and provide a commitment from Network Rail that third party rights to pass and repass over Plots 6b and 6c will be preserved notwithstanding that the land may be compulsorily acquired. The new paragraphs also provides a safeguard that temporary possession powers can only be used once an alternative means of access is available for use.	No – this does not alter or impact any additional interests, it is a qualification on the manner in which Network Rail can exercise powers under Article 13.

Reference in Order	Amendment Made	Reason for Amendment	Require Consultation?
Article 13	New article 13(9) provides safeguard that rights to pass and repass over Plot 17b (on the deposited plans) cannot be extinguished until the new junction to be constructed between Cripsey Road and Roger Dudman Way has been constructed and is open for use to the public	To address paragraph 3(a) of the Statement of Matters and provide a commitment from Network Rail that the new junction access must be in place and available for use until any third party rights to use Roger Dudman Way are extinguished in relation to Plot 17b.	No – this does not alter or impact any additional interests, it is a qualification on the manner in which Network Rail can exercise powers under Article 13.
Schedule 2	Additional detail has been included for possible works to be undertaken on Plot 2, this amendment is also reflected in the amendments to Article 9(1) as explained above.	Plot 2 may require strengthening of the existing Castle Mill Stream Bridge or a temporary bridge provision to be put in place. The existing Castle Mill Stream bridge may need removing and reinstatement to facilitate this. It is considered these works are within the scope of Article 9(1) in any event, but clearer scope is now provided for this Plot within Schedule 2.	No – the status of the Order Land for Plot 2 remains as identified – namely ability to acquire for temporary purposes.
Schedule 5 Part 3	A new Part 3 has been included in the draft Order; this comprises protective provisions in favour of Southern Gas Network.	These are protective provisions which have been agreed with Southern Gas Network. A separate Deed has been agreed with Southern Gas Network and Network Rail is obliged to put forward the agreed protective provisions for inclusion in the Order as part of that Deed.	No – amendments are to incorporate protective provisions agreed with Southern Gas Network
Schedule 5 Part 4	A new Part 4 has been included in the draft Order; this comprises protective provisions in favour of Thames Water.	These are protective provisions which have been agreed with Thames Water. A separate Deed has been agreed with Southern Gas Network and Network Rail is obliged to put forward the agreed protective provisions for inclusion in the Order as part of that Deed.	No – amendments are to incorporate protective provisions agreed with Thames Water.

## Amendments to Plans

Land Plan Reference	Nature of Amendment	Reason for Amendment	Require Consultation
New Plot 6b and 6c	These formerly were part of plot 6a which was identified for temporary possession.	Network Rail has agreed with the University it will permanently acquire the existing Sheepwash bridge and land required to construct the new bridge, as a consequence plot 6a has been split into Plot 6b and 6c and identified for permanent acquisition.	<p>No – the amendments reflect agreed position reached with Oxford University. Plots 6b and 6c were all formerly part of plot 6a.</p> <p>Third party rights remain uninterrupted as these are specifically excluded pursuant to the proposed amendments to Article 13. The position in relation to permanent third party rights of access over Roger Dudman Way remains unchanged as from when the Application for the TWAO was originally made.</p>
New Plot 11 and 11a	What was formerly Plot 10 has been split into 3 separate plots now comprising Plot 10, Plot 11 and Plot 11a	The splitting of the plots does not create any new interests to be acquired. The reasoning is to allow permanent acquisition to be taken for the component parts of the works in order to address the comments made by Midcounties.	No – the extent of the Midcounties land take remains the same, it has simply been split into 3 plots.
New Plot 13a	Was formerly part of Plot 13	This has been split out to provide a clearer delineation between acquisition of land and acquisition of air right as per Plot 13a.	No – the extent and status of the land take remains the same, Former Plot 13 has simply been split into 2 plots.

**THE NETWORK RAIL (OXFORD PHASE 2 STATION IMPROVEMENTS (LAND ONLY)) ORDER**

*Proof of Evidence – Property*

**APPENDIX 4 – SCHEDULE OF LAND AND RIGHTS REQUIRED**



Plot No	Owners or reputed owners	Extent, description & Situation of the land	Acquisition Type				Placing Permanent infrastructure on Plot	Explanation (Permanent)	Explanation (Temporary)
			Permanent Acquisition	Temporary Possession/Use	Extinguishment of private rights in land	Extinguishment of private rights over level crossing			
1	Oxford City Council	717.84 sqm of public car park (Port Meadow South), trees & pedestrian bridge over drain, lying to the south of Walton Well Road, and north of Roger Dudman Way, Oxford.		Yes - Temporary access right for Network Rail and its Licensees to pass & re-pass.					Temporary diversionary road access
2	Oxford City Council	65.86 sqm, of use of bridge structure only, carrying access way over (Roger Dudman Way), over Castle Mill Stream, excluding rights relating to river, bed, and banks of castle Mill Stream, lying to the south of Walton Well Road, Oxford.		Yes - Temporary access right for Network Rail and its Licensees to pass & re-pass.					Temporary diversionary road access. Possible temporary alterations to Castle Mill Stream Bridge Structure (propping) for Temporary diversionary access.
3	Oxford City Council & OUFAL Ltd	407.1 sqm, of private accessway (Roger Dudman Way), access to Crippley Meadow Allotment Gardens and trees, lying to the east of Castle Mill Stream and Walton Well Road, Oxford.		Yes - Temporary access right for Network Rail and its Licensees to pass & re-pass. And Access, construction works to improve road and works site.					Works Site/Compound - Possible Temporary alterations to land for diversionary road access to maintain access for emergency vehicles during the works.
4	Network Rail Infrastructure Ltd (mines & minerals) & The Chancellor Masters & Scholars of The University of Oxford (surface rights only)	1,057.52 sqm, of land forming part of private halls access (Roger Dudman Way), east of the Allotment Gardens and south of Walton Well Road Bridge, Oxford.		Yes - Temporary access right for Network Rail and its Licensees to pass & re-pass. And Access, construction works to improve road and works site.					Works Site/Compound - Possible Temporary alterations to land for diversionary road access to maintain access for emergency vehicles during the works.
4a	Network Rail Infrastructure Ltd (mines & minerals & 63 48 A/B/C Sheepwash Channel Bridge) & The Chancellor Masters & Scholars of The University of Oxford (surface rights only)	157.12 sqm, of land forming part of private halls access (Roger Dudman Way), east of the Allotment Gardens and south of Walton Well Road Bridge, Oxford.		Yes - Temporary access right for Network Rail and its Licensees to pass & re-pass.					Access for construction and temporary road diversion

5	Network Rail Infrastructure Ltd (mines & minerals & 63 48 A/B/C Sheepwash Channel Bridge) & The Chancellor Masters & Scholars of The University of Oxford (surface rights only)	1,972.76 sqm, of land forming part of access to University Halls, Castle Mill Flats & Venneit Close (Roger Dudman Way), north west of Oxford Station and west of the river Thames, Oxford.		Yes - Temporary access right for Network Rail and its Licensees to pass & re-pass.					Access for construction and temporary road diversion
6	Network Rail Infrastructure Ltd (mines & minerals) & The Chancellor Masters & Scholars of The University of Oxford (surface rights only)	721.85 sqm, of land forming part of private accessway (Roger Dudman Way) to Venneit Close, Thames Wharf Flats & University Halls, north of Oxford Station & north east of Abbey Road, Oxford.		Yes - Temporary access right for Network Rail and its Licensees to pass & re-pass.					Access for construction and temporary road diversion
6a	Network Rail Infrastructure Ltd (mines & minerals & 63 48 A/B/C Sheepwash Channel Bridge & in respect of Riparian rights up to the centre line of the river, bed & banks) & The Chancellor Masters & Scholars of The University of Oxford (surface rights only & riparian rights up to the centreline of the river, bed & Banks)	1,053.78sqm, of land forming part of private accessway (Roger Dudman Way) to Venneit Close, Thames Wharf Flats & Nursery (Co-op Childcare) & 63 48 A/B/C Sheepwash Channel Railway Bridge and riverbed and banks (Sheepwash Channel), tow path and public footpath (ON/320/10/10) north of Oxford Station and north east of Abbey Road, Oxford.		Yes - Temporary access right for Network Rail and its Licensees to pass & re-pass. And Access, construction works to improve road and works site.					Works site/Compound/access - To install Sheepwash Bridge/new railway and road infrastructure, and access for temporary road diversion.
6b	Network Rail Infrastructure Ltd (mines & minerals & 63 48 A/B/C Sheepwash Channel Bridge & in respect of Riparian rights up to the centre line of the river, bed & banks) & The Chancellor Masters & Scholars of The University of Oxford (surface rights only & riparian rights up to the centreline of the river, bed & Banks)	163.85 square metres, of land forming part of private accessway (Roger Dudman Way) to Venneit Close, Thames Wharf Flats and Nursery (Co-op Childcare Oxford Station), and 63 48 A/B/C Sheepwash Channel Railway Bridge and riverbed and banks (Sheepwash Channel), tow path and public footpath (ON/320/10/10) north of Oxford Station and north east of Abbey Road, Oxford.	Yes - Land				Yes	New Sheepwash bridge installation (including Bridge abutments), new retaining wall, realignment of private road (Roger Dudman Way) and tie-ins to existing highway.	Works site.
6c	Network Rail Infrastructure Ltd (mines & minerals & 63 48 A/B/C Sheepwash Channel Bridge & in respect of Riparian rights up to the centre line of the river, bed & banks) & The Chancellor Masters & Scholars of The University of Oxford (surface rights only & riparian rights up to the centreline of the river, bed & Banks)	54.71 square metres, of land forming part of private accessway (Roger Dudman Way) to Venneit Close, Thames Wharf Flats and Nursery (Co-op Childcare Oxford Station), and 63 48 A/B/C Sheepwash Channel Railway Bridge and riverbed and banks (Sheepwash Channel), tow path and public footpath (ON/320/10/10) north of Oxford Station and north east of Abbey Road, Oxford.	Yes - Air rights and all interestes associated, infrastructure land (excluding Sheepwash Channel [and tow Path] below).				Yes new Bridge Span over Sheepwash Channel	New Sheepwash bridge installation.	Works site - Possible use of mobile barge crane for sheepwash bridge installation.

7	Network Rail Infrastructure Ltd (in respect of railway, works & Land)	1,250.03 sqm, of land forming part of operational railway (DCL Line), works and land and part of 63 48 A/B/C Sheepwash Chancel Bridge, north of Oxford Station and north east of Abbey Road, Oxford.	Yes - Land				Yes	Provision of railway infrastructure - new Platform 5 and associated track	Works Site.
7a	Network Rail Infrastructure Ltd (in respect of railway, works & Land)	744.45 sqm, of land forming part of private accessway (Roger Dudman Way), and part of Oxford Station, south of University Halls and north east of Abbey Road, Oxford.		Yes - Temporary access right for Network Rail and its Licensees to pass & re-pass. And Access, construction works to improve road and works site.			Yes	Platform 5 construction, realignment of Roger Dudman Way and other highway works including re-surfacing, new pavement & lighting.	Working site & access for construction
10	Kenmare Estates Ltd & BRB (Residuary) Ltd	793.17 sqm, of land forming part of Nursery (Co-op Childcare), play area, private access, sewerage treatment plant, & trees, west of Roger Dudman Way, Oxford.	Yes - Permanent rights for Network Rail to access (excluding interior of Nursery Building itself) for inspection/ maintenance of newly aligned Roger Dudman Way Road and associated infrastrucutre.				Permanent alterations to Nursery Building only	Permanent alterations to Nursery Building to facilitate new Sheepwash bridge installation, retaining wall construction, Roger Dudman Way realignment and tie-ins to existing highway.	Works Site
11	Kenmare Estates Ltd & BRB (Residuary) Ltd	46.63 square metres, of land forming part of Nursery (Co-op Childcare Oxford Station), play area, private access, Sewage Treatment Plant, and trees, west of Roger Dudman Way, Oxford.	Yes - Land				Yes	New Sheepwash bridge installation (including bridge abutments), retaining wall construction, Roger Dudman Way (private road and path) realignment. tie-ins to existing highway and demolition of pump house.	Works site

11a	Kenmare Estates Ltd & BRB (Residuary) Ltd	39.94 square metres, of land forming part of Nursery (Co-op Childcare Oxford Station), play area, private access, Sewage Treatment Plant, and trees, west of Roger Dudman Way, Oxford.	Yes				Yes	New Sheepwash bridge installation, retaining wall construction, Roger Dudman Way (private road and path) realignment and tie-ins to existing highway.	Works Site.
12	The Oxford City Council	6.29 sqm, of air rights only, excluding those interests being the tow path adjoining Sheepwash Channel carrying public footpath (ON/320/10/10), south of Nursery and west of Oxford Station, Oxford.	Yes - Air rights and all interests associated, infrastructure land (excluding Sheepwash Channel [and tow Path] below).				Yes	Acquisition of air rights for realigned Sheepwash Bridge.	Works Site
13	Network Rail Infrastructure Ltd (mines & minerals & 63 48 A/B/C Sheepwash Channel Bridge & in respect of Riparian rights up to the centre line of the river, bed & banks) & The Chancellor Masters & Scholars of The University of Oxford (surface rights only & riparian rights up to the centreline of the river, bed & Banks)	111.41 sqm, of land forming part of private accessway (Roger Dudman Way) to Venneit Close, Thames Wharf Flats & Nursery (Co-op Childcare), 63 48 A/B/C Sheepwash Channel Railway Bridge and all associated air rights, excluding riverbed and banks (Sheepwash Channel), tow path and public footpath (ON/320/10/10) north of Oxford Station and north east of Abbey Road, Oxford.	Yes - Land				Yes	Provision of railway infrastructure - new Platform 5 track span and associated infrastructure.	Works site
13a	Network Rail Infrastructure Ltd (mines & minerals & 63 48 A/B/C Sheepwash Channel Bridge & in respect of Riparian rights up to the centre line of the river, bed & banks) & The Chancellor Masters & Scholars of The University of Oxford (surface rights only & riparian rights up to the centreline of the river, bed & Banks)	111.41 sqm, of land forming part of private accessway (Roger Dudman Way) to Venneit Close, Thames Wharf Flats & Nursery (Co-op Childcare), 63 48 A/B/C Sheepwash Channel Railway Bridge and all associated air rights, excluding riverbed and banks (Sheepwash Channel), tow path and public footpath (ON/320/10/10) north of Oxford Station and north east of Abbey Road, Oxford.	Yes - Air rights and all interests associated, infrastructure land (excluding Sheepwash Channel [and tow Path] below).				Yes	New Sheepwash Bridge installation over Sheepwash Channel.	Works Site
14	The Oxford City Council	31.85 sqm, of part of tow path adjoining Sheepwash Channel carrying footpath (ON/320/10/10) south of Nursery (Co-op Childcare) and west of Oxford Station, Oxford.		Yes -Access, construction works, work site abd temporary rights to moor and/or anchor vessels and construction platforms					Working site & access for construction - Necessitating temporary diversion of Footpath (ON/320/10/10).



15	Mark Daniel Herring (Riparian rights up to the centreline of the river, bed & banks). Philippa Anne Wheaton (Riparian rights up to the centreline of the river, bed & banks). The Dean & Chapter of the Cathedral Church of Christ in Oxford of the Foundation of King Henry the Eighth (Riparian rights up to the centreline of the river, bed & banks). The Oxford City Council (Riparian rights up to the centreline of the river, bed & banks).	649.71 sqm, of river, bed, and banks (Sheepwash Channel), south of tow path and Nursery (Co-op Childcare) and west of Oxford Station, Oxford.		Yes - Access, construction works, work site and temporary rights to moor and/or anchor vessels and construction platforms					Working site & access to Channel for construction - Possible use of mobile barge crane for sheepwash Bridge installation.
16	Network Rail Infrastructure (Riparian rights up to the centreline of the river, bed & banks). The Oxford City Council (Riparian rights up to the centreline of the river, bed & banks).	22.62 sqm, of air rights only, excluding surface interests being part of Sheepwash Channel bed and banks, south of tow path and Nursery and west of Oxford Station, Oxford.	Yes - Air rights & land				Yes	Provision of replacement Sheepwash Bridge and Roger Dudman Way road realignment	Working site & access to Channel for construction - Possible use of mobile barge crane for sheepwash Bridge installation.
17	Network Rail Infrastructure Ltd (railway, works and land)	5,615.47 sqm, of railway, works and land known as Oxford Station, excluding interests held by First Great Western, and part of 63 31 BR Botley Road Underbridge carrying railway forming part of DLC Line in Oxford.	Yes - Land				Yes	Provision of railway infrastructure - new Platform 5, track, retaining wall.	Works site.
17a	Network Rail Infrastructure Ltd (railway, works and land)	2,137.21 sqm, of railway, works and land known as Oxford Station, private accessway (Roger Dudman Way) and scrubland, north of the YHA, Oxford.		Yes - Temporary access right for Network Rail and its Licensees to pass & re-pass. And Access, construction works to improve road and works site.				Platform 5 construction, realignment of Roger Dudman Way and other highway works including re-surfacing, new pavement & lighting.	Working site & access for construction.
17b	Network Rail Infrastructure Ltd (railway, works and land)	765.9 sqm, of railway, works and land known as Oxford Station, excluding interests held by First Great Western, and part of private accessway (Roger Dudman Way), north of (Botley Road (A420)) and west of the YHA Oxford, in Oxford.		Yes - Access and construction works to improve road and work site.	Yes - extinguishment of rights over Roger Dudman Way			Realignment of Roger Dudman Way, construction of the new western entrance and station forecourt.	Work Site

17c	Network Rail Infrastructure Ltd (railway, works and land). Oxfordshire County Council (highway authority in respect of part of Botley Road (A420)).	309.43 sqm, of railway, works and land known as Oxford Station and part of public adopted highway, verge, and footway (Botley Road (A420)) Oxford.		Yes - Access, construction works and works site.				Realignment of Botley Road and construction of new foot/cycleways and unerground attenuation tank.	Working site, compound & access for construction - Realignment of Botley Road and construction of new foot/cycleways
18	Network Rail Infrastructure Ltd (railway, works and land). Oxfordshire County Council (highway authority in respect of part of Botley Road (A420)).	114.04 sqm, of footbridge, connecting Oxford Station Carpark with Oxford Station, and part of Botley Road (A420), Oxford.	Yes - Land		Yes-extinguishment of rights over Botley Road footbridge.			Removal of Network Rail footbridge	Works site.
19	Network Rail Infrastructure Ltd (railway, works and land).	80.98 sqm, of land forming part of Pumpkin Café in Oxford Station Platform 4, excluding interests held by First Great Western, in Oxford.	Yes - Land				Yes	Provision of railway infrastructure (new Platform 5 and track).	Works Site
20	Network Rail Infrastructure Ltd (railway, works and land). YHA (England & Wales) (surface rights only). HSBC Bank PLC (mortgagee to YHA as contained within a legal charge dated 25.11.2016 & 3.09.2020 as registered under title ON223600.	30.64 sqm, of car parking associated with the Youth Hostel (YHA Oxford), west of Roger Dudman Way and north of Botley Road (A420), in Oxford.	Yes - Land				Yes	Realignment of Roger Dudman Way, construction of the new western station entrance and forecourt.	Works site.
21	Network Rail Infrastructure Ltd (mines & minerals). YHA (England & Wales) (surface rights only). HSBC Bank PLC (mortgagee to YHA as contained within a legal charge dated 25.11.2016 & 3.09.2020 as registered under title ON223600.	1,218.93 sqm, of land and buildings associated with the Youth Hostel (YHA Oxford), north of Botley Road (A420) and west of Oxford Station, Oxford.	Yes -Land				Yes	Construction of the new western station entrance and forecourt.	Works Site.
22	Network Rail Infrastructure Ltd (mines & minerals). YHA (England & Wales) (surface rights only). HSBC Bank PLC (mortgagee to YHA as contained within a legal charge dated 25.11.2016 & 3.09.2020 as registered under title ON223600.	20.38 sqm, of support strut associated with the Youth Hostel (YHA Oxford), east of Roger Dudman Way and west of Oxford Station, in Oxford.	Yes -Land				Yes	Construction of the new western station entrance and forecourt.	Works Site

23	Network Rail Infrastructure Ltd (mines & minerals). YHA (England & Wales) (surface rights only). HSBC Bank PLC (mortgagee to YHA as contained within a legal charge dated 25.11.2016 & 3.09.2020 as registered under title ON223600.	0.44 sqm, of support strut associated with the Youth Hostel (YHA Oxford), east of Roger Dudman Way and west of Oxford Station, in Oxford.	Yes -Land				Yes	Construction of the new western station entrance and forecourt.	Works Site
24	Network Rail Infrastructure Ltd (mines & minerals). YHA (England & Wales) (surface rights only). HSBC Bank PLC (mortgagee to YHA as contained within a legal charge dated 25.11.2016 & 3.09.2020 as registered under title ON223600.	0.44 sqm, of support strut associated with the Youth Hostel (YHA Oxford), east of Roger Dudman Way and west of Oxford Station, in Oxford.	Yes - Land				Yes	Construction of the new western station entrance and forecourt.	Works Site
25	Network Rail Infrastructure Ltd (mines & minerals). YHA (England & Wales) (surface rights only). HSBC Bank PLC (mortgagee to YHA as contained within a legal charge dated 25.11.2016 & 3.09.2020 as registered under title ON223600.	0.44 sqm, of support strut associated with the Youth Hostel (YHA Oxford), east of Roger Dudman Way and west of Oxford Station, in Oxford.	Yes - Land				Yes	Construction of the new western station entrance and forecourt.	Works Site
26	Network Rail Infrastructure Ltd (mines & minerals). YHA (England & Wales) (surface rights only). HSBC Bank PLC (mortgagee to YHA as contained within a legal charge dated 25.11.2016 & 3.09.2020 as registered under title ON223600.	0.39 sqm, of support strut associated with the Youth Hostel (YHA Oxford), east of Roger Dudman Way and west of Oxford Station, in Oxford.	Yes - Land				Yes	Construction of the new western station entrance and forecourt.	Works Site
27	Network Rail Infrastructure Ltd (mines & minerals). The Oxford City Council (surface rights)	4.30 sqm, of land on the west side of Roger Dudman Way, and adjoining Vlora House, west of Oxford Station and north of Botley Road (A420), in Oxford.	Yes - Land				Yes	Required for new western station entrance public realm and Cripsey Road/ Roger Dudman Way road realignment	Works site.
28	Gjergji Shajko	41.47 sqm, of building known as Vlora House, east of Cripsey Road, in Oxford.	Yes - Land				Yes	Required for new western station entrance public realm and Cripsey Road/ Roger Dudman Way road realignment	Works site.

29	Shapour Sabbaghi Sarabi. Sophia Struenker.	36.72 sqm, of building known as Station Grill, east of Cripsey Road and west of Oxford Station, in Oxford.	Yes - Land				Yes	Required for new western station entrance public realm and Cripsey Road/ Roger Dudman Way road realignment	Works site.
30	Oxfordshire County Council (as reputed owner and as highway authority (Botley Road (A420))	122.91 sqm, of air rights only over land forming part of public adopted highway and footways (Botley Road (A420)), south of Oxford Station and north west of Becket Street, Oxford.	Yes - Air rights & land				Yes - Public Highway	Air rights required for new bridge span over Botley Road	Works site.
30a	Oxfordshire County Council (as reputed owner and as highway authority (Botley Road (A420))	92.62 sqm, of air rights only over land forming part of public adopted highway and footways (Botley Road (A420)), south of Oxford Station and north west of Becket Street, Oxford.	Yes - Air rights & land				Yes - Public Highway	Air rights required for new bridge span over Botley Road	Works site.
31	Oxfordshire County Council (as reputed owner and as highway authority (Botley Road (A420))	240.24 sqm, of air rights only over land forming part of public adopted highway, verge, advertising billboards & footways (Botley Road (A420)), south of Oxford Station and north east of Mill Street, in Oxford.	Yes - Air rights & land				Yes - Public Highway	Air rights required for new bridge span over Botley Road	Works site.
31a	Oxfordshire County Council (as reputed owner and as highway authority (Botley Road (A420))	2.07 sqm, of land forming part of public adopted highway, footpath, and advertising billboards, (Botley Road (A420)), south of Oxford Station and north east of Mill Street, in Oxford,.	Yes - Air rights & land				Yes - Public Highway	Required for Botley Road Bridge and highway realignment	Works site.
32	Network Rail Infrastructure Ltd (Railway, works & land). Oxfordshire County Council (as highway authority for part (Botley Road (A420))	564.97 sqm, of part of 63 31 BR Botley Road Underbridge carrying railway forming part of DCL Line, railway works, and land, telecommunication mast and public adopted highway verge and footways known as Botley Road (A420), in Oxford.		Yes - Access, construction works and works site.				Realignment of Botley Road and construction of new foot/cycleways and new pedestrian Bridge	Working site & access for construction - Realignment of Botley Road and construction of new foot/cycleways and new pedestrian bridge.
33	Network Rail Infrastructure Ltd (Railway, works & land). Oxfordshire County Council (as highway authority for part (Botley Road (A420))	236 sqm, of air rights only including 63 31 BR Botley Road Underbridge carrying railway works and land, excluding those rights known as public adopted highway, verge and footways known as Botley Road (A420) forming part of DCL Line, in Oxford.	Yes - air rights				Yes	Air rights for new Botley Road Bridge Span.	Works site.
34	Network Rail Infrastructure Ltd (Railway, works & land). Oxfordshire County Council (as highway authority for part (Botley Road (A420))	533.21 sqm, of 63 31 BR Botley Road Underbridge carrying railway, works and land, and part of public adopted highway, verge and footways known as Botley Road (A420), east of Mill Street in Oxford.	Yes - Land and rights			Yes - Permanent stopping up and extinguishment of rights over level crossing.	Yes	New Botley Road Bridge, realignment of Botley Road, construction of new foot/ cycleways and new Platform 5 track.	Works site.



35	The Dean and Chapter of the Cathedral Church of Christ in Oxford of the Foundation of King Henry the Eighth. Oxfordshire County Council (in respect of publically adopted footway (Botley Road (A420))	142.8 sqm, of land and carpark associated with the Westgate Hotel, accessway to railway, works and land, private access for 1-11 Mill Street and public adopted footway, south of Botley Road (A420)) and north of Mill Street, in Oxford.	Yes - Land				Yes	Required for public highway realignment (Botley Road) and construction of new foot/ cycleways	Works site.
36	The Dean and Chapter of the Cathedral Church of Christ in Oxford of the Foundation of King Henry the Eighth. Oxfordshire County Council (in respect of publically adopted footway (Botley Road (A420))	180.23 sqm, of land associated with the Westgate Hotel, accessway to railway, works and land, private access for 1-11 Mill Street and public adopted footway, south of Botley Road (A420)) and north of Mill Street, in Oxford.		Yes -Access, construction works and works site.					Working site & access for construction of Botley Road and foot/cycleways and utility diversions.
37	Network Rail Infrastructure Ltd (Railway, works & land).	2,086.69 sqms of land forming part of Oxford Station Carpark, south of Botley Road (A420) and Oxford Station, in Oxford.		Yes -Access, construction works, works site and works compound.					Welfare & Compound
38	Network Rail Infrastructure Ltd (Railway, works & land).	326.3 sqm, of land forming part of Oxford Station Carpark, south of Botley Road (A420) and Oxford Station, in Oxford.		Yes -Access, construction works, works site and works compound.					Welfare & Compound
39	Network Rail Infrastructure Ltd (Railway, works & land).	185.35 sqm, of private footbridge only over railway connecting Becket Street and Osney lane, excluding land forming part of railway, works and land (DCL Line), south of Botley Road (A420), Oxford Station, and Oxford Station Carpark in Oxford.		Yes - Access, construction works and works site.	Suspension of private rights of way for works period.				Works site -Temporary closure of footbridge during bridge abutment reconstruction works
40	Network Rail Infrastructure Ltd (Railway, works & land).	877.33 sqm, of land forming part of railway works and land, and part of Oxford Station Carpark, south of Botley Road (A420) and Oxford Station, in Oxford.		Yes - Access, construction works, works site and provision of temporary nursery facility.					Potential temporary relocation site for nursery during works

**THE NETWORK RAIL (OXFORD PHASE 2 STATION IMPROVEMENTS (LAND ONLY)) ORDER**  
*Proof of Evidence – Property*

**APPENDIX 5 – TABLE SETTING OUT THE CURRENT STATUS OF ALL OBJECTORS**

Ref	Name	Status	Notified by TIPU	If no, details of who/when
OBJ/1	Southern Gas Network	Withdrawn	No	Email Robert Garden at CMS on 24/09/2021.
REP/1	Thames Water	Withdrawn	No	Email from James Walton at TW on 18/06/2021.
OBJ/3	David Bradbury	Remaining	N/A	N/A
OBJ/4	Rail Gourmet UK Ltd.	Remaining	N/A	N/A
OBJ/4	Select Service Partner Ltd	Remaining	N/A	N/A
REP/2	Chris Gercke	REP	N/A	N/A
OBJ/5	David Godfrey	Withdrawn	No	From David Godfrey on 27/07/2021.
OBJ/6	Oxford University	Remaining	N/A	N/A
OBJ/7	OUFAL	Remaining	N/A	N/A
OBJ/8	Dr Rosemary Preston	Withdrawn	Yes	N/A
OBJ/9	Jude Carroll	Withdrawn	Yes	N/A
OBJ/10	Nigel Allen	Withdrawn	Yes	N/A
OBJ/11	Dr Helena Cantone	Withdrawn	Yes	N/A
OBJ/12	Richard Thurston	Withdrawn	Yes	N/A
OBJ/13	Pauline Massey	Withdrawn	Yes	N/A
OBJ/14	John Murray	Withdrawn	Yes	N/A
OBJ/15	Philippa Lanchbery	Withdrawn	Yes	N/A
OBJ/16	Robert Summers	Withdrawn	Yes	N/A
OBJ/17	Oxford Fieldpaths Society	Withdrawn	No	Email from Society on 27/07/2021
OBJ/18	Frances Melvin	Withdrawn	Yes	N/A
OBJ/19	Peter Marsh	Withdrawn	No	Email From Peter Marsh on 30/07/21

**THE NETWORK RAIL (OXFORD PHASE 2 STATION IMPROVEMENTS (LAND ONLY)) ORDER***Proof of Evidence – Property*

OBJ/20	Eleanor Dickey	Withdrawn	No	Email from Elanor Dickey on 29/07/2021
OBJ/21	Thames Water - Jane Battle	Remaining	N/A	N/A
OBJ/22	Savills – Co-op Childcare Nursery	Remaining	N/A	N/A
OBJ/23	Vernon Orr	Withdrawn	Yes	N/A
OBJ/24	David Jenkins	Withdrawn	No	Email from David Jenkins on 31/07/2021
OBJ/25	Caroline Bradley	Withdrawn	Yes	N/A
OBJ/26	YHA - Kirk Macdiarmid - Jake Chalmers	Withdrawn	Yes	N/A
OBJ/27	Dr Marc Thompson	Withdrawn	Yes	N/A
OBJ/28	Owen Jenkins (OCC)	Withdrawn	No	Notified by David Rawson @ OCC via email on 20/10/2021.

**THE NETWORK RAIL (OXFORD PHASE 2 STATION IMPROVEMENTS (LAND ONLY)) ORDER**  
*Proof of Evidence – Property*

**APPENDIX 6 – OVERLAY PLAN FOR SHEEPWASH BRIDGE**





SHEET 3

SHEET 4



Asset Information Services

Route Services

**Landinformation**

**OXFORD  
OVERLAY PLAN**

Drawing No: 8240089-5	Rev: .	N ▲	
Date: 06 Oct 2021	Drawn By: JJ	Scale: 1:500 @ A2	

Coordinates 450397E 206531N

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Red outline with brown hatching - Overlay of RDW New Road and footpath alignment

0010

0011a

0013

0012

0014

INSE

0011

Position of New Sheepwash Bridge span carrying RDW Road and Footway on new alignment

Plot 13 - Position of New Platform 5 Track Span (partially on alignment of existing Sheepwash Bridge)

57.3m

0015

Low Path

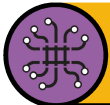
FB

58.2m


CN/320/147/10

Marker Post

Sheepwash Channel




Asset Information Services



**Landinformation**

**OXFORD**  
OVERLAY PLAN

Drawing No: 8240089-6	Rev: .	N ▲	
Date: 06 Oct 2021	Drawn By: JJ	Scale: 1:200 @ A2	
Coordinates 450394E 206583N			

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