

## The Network Rail (Cambridge South Infrastructure Enhancements) Order 202[x]

### Schedule of Changes to draft Order

Reference in draft Order	Proposed Amendment	Reasoning for Amendment
Article 8(3) - Level Crossings to be Stopped Up	Change of reference to column (3) from column (4)	Cosmetic change only – to refer to correct column in Schedule 5
Article 22 (3) – Power to acquire rights	Amendment to reference "plot 8a" instead of "Plot 8"	Cosmetic change only – incorrect plot referenced, it should be plot 8a
Article 35 – Planning Permission and supplementary powers	Paragraphs (4) has been added	A new paragraph has been added to capture any TPO's which are subject to later legislation comprised in the Town and Country Planning (Tree Preservation)(England) Regulations 2012.
Article 35 – Planning Permission and supplementary powers	New paragraphs (5) to (8) added	The purpose of the amendments are to acknowledge that the authorised works could compromise compliance with certain planning conditions related to those planning permissions identified as the "AstraZeneca permission" and "University permission". In the event that the authorised works does prevent compliance with the identified planning conditions (either within or outside the Order Limits) then no enforcement action can be taken in respect of such breach.
Article 36(3) – Public Open Space	Amendment requires the replacement land for the open space to be laid out before the existing open space can be acquired.	The purpose of this amendment was to respond to concerns raised by the LPA that the replacement land would not be made available until towards the completion of the development. The amendment now ensures that the replacement land will be laid out before any of the existing open space is permanently acquired.

Article 36(4)- Public Open Space	Amendment allows for the replacement land to also be "offered for vesting"	Network Rail cannot force a third party to accept a transfer of land, it has been necessary to therefore include the additional wording to allow for a situation where the existing freehold owner of the existing open space will not accept the transfer of the replacement land. Network Rail has however reached agreement with the City Council that it will accept a transfer of a long leasehold of the replacement land and this will be secured via the S106 Agreement which Network Rail will be obliged to enter into.
Schedule 3 – Land in which only New Rights may be acquired	Plot references updated	The plot references have been updated to reflect the updated land plans. The updated plans reflect discussions with key stakeholders. Note that no additional land has been included.
Schedule 4 – Land of which Temporary Possession may be taken	Plot references update	The plot references have been updated to reflect the updated land plans. The updated plans reflect discussions with key stakeholders. Note that no additional land has been included.
Schedule 12, Part 4 – Protective Provisions for the Hobson's Conduit Trust	Definition of "waterway" (and subsequent references) has been amended to "watercourse"	Cosmetic change only. The definition of "waterway" is usually used where it is a navigable waterway. It is considered that "watercourse" is a more appropriate reference in relation to Hobson's Conduit.
Schedule 12, Part 5 - Protective Provisions for Cadent Gas Limited	Various amendments to the draft protective provisions	All of the amendments to Part 5 have been at the request of, and agreed with Cadent Gas Limited for the benefit and protection of Cadent's apparatus.
Schedule 12, Part 6 – Protective Provisions for Cambridgeshire County Council in respect of the Guided Busway	Various amendments to the draft protective provisions	All of the amendments to Part 6 have been at the request of, and agreed with Cambridgeshire County Council for the benefit and protection of the Guided Busway.

Schedule 12, New Part 7 – Protective Provisions for South Staffordshire Water Limited	New tailored protective provisions have been included as a new Part 7,	All of the amendments to Part 7 have been at the request of, and agreed with South Staffordshire Water Limited.
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