

**TRANSPORT AND WORKS ACT 1992**

**TRANSPORT AND WORKS (INQUIRIES PROCEDURE) RULES 2004**

**THE NETWORK RAIL (CAMBRIDGE RE-SIGNALING) ORDER**

**NOTE ADDRESSING POINTS RAISED BY THE INSPECTOR AT THE PUBLIC INQUIRY**

**1 INTRODUCTION**

- 1.1 On 5 August 2022 Network Rail Infrastructure Limited (**NR**) submitted an application (**Application**) to the Secretary of State for Transport to make the Network Rail (Cambridge Re-Signalling) Order (**Order**). The Application was made under sections 1 and 5 of the Transport and Works Act 1992 (**1992 Act**).
- 1.2 On 1 December 2022 the Secretary of State made a decision to hold an inquiry into the Application. The inquiry was subsequently opened on 12 April 2023 and continued on the 13th, 14th and 18th April 2023.
- 1.3 During the Inquiry, the Inspector appointed by the Secretary of State raised a number of queries and requested that additional information be provided by NR in relation to the Application and the Order. This Note deals with these points and provides further information requested by the Inspector. In particular, it considers the following issues:
- a. Cost of upgrading level-crossings
  - b. Severability
  - c. FWI Scores
  - d. ABH+
  - e. Air quality impacts
  - f. Stopping up and change of use
  - g. List of completed property agreements
  - h. Impacts on land at Six Mile Bottom
  - i. Responses to additional questions raised by objectors

**2 COST OF UPGRADES**

- 2.1 The Inspector has requested a description of the cost savings that result from carrying out the proposed level crossings upgrade as a single package (as opposed to undertaking each level crossing upgrade as a separate project). The forecast average cost to undertake the level crossing upgrades as part of the Cambridge Re-Signalling Project is £2.4 million compared to the expected £3.3 million forecasted if they were stand-alone upgrades.

### 3 SEVERABILITY

- 3.1 The Inspector has requested an explanation, in relation to each level crossing covered by the Order, on whether the plots in respect of which powers under the Order are sought, are needed for the specific crossing upgrade at that site only or whether they are also needed for the wider signalling system upgrade.
- 3.2 Obtaining this information in relation to each land plot will require a thorough review, as well as internal consultations within NR. NR is not in a position to provide a definitive answer in relation to each and every location at this stage. However, a high-level review of the most contested locations (being Meldreth level crossing and Waterbeach level crossing) has been undertaken and NR's comments are provided below.

#### Meldreth

- 3.3 Plots 001, 002 and 009 are required for the construction and maintenance of the staff parking area, which will be initially used as a construction compound and permanently retained as the staff parking thereafter. Parcel 002 is also required for the equipment building, which will house equipment critical to the operation of signalling. The equipment building position is driven by the presence of overhead line equipment at the site, which does not allow the building to be constructed within NR's operational land. Parcel 002 also contains the CCTV camera which is positioned to provide an optimal view of the level crossing and a Distribution Network Operator Cubicle which contains domestic power apparatus and needs to be accessible by railway and power supplier staff from a position of safety. These plots are required in relation to the wider re-signalling scheme and will be required by NR irrespective of whether the proposed level crossing upgrade proceeds.
- 3.4 Acquisition of plots 003 and 004 is required to clarify the extent of ownership. They are also required to enable installation of a fence along the boundary. These plots are required in relation to the wider re-signalling scheme and will be required by NR irrespective of whether the proposed level crossing upgrade proceeds.
- 3.5 Parcel 006 contains the road traffic light signal which is located in the verge in order to maintain a 1.5m footway width. This parcel is required in relation to the proposed level crossing upgrade and, should the proposed upgrade not go ahead, NR would no longer require this plot.
- 3.6 Plots 005 and 007 contain the barrier, road traffic light signal and a chamber for cable management. This equipment cannot be situated elsewhere due to track gauge clearances and the detection parameters of the RADAR equipment. Should the proposed level crossing upgrade not go ahead, NR would still require a portion of this land for the wider re-signalling scheme, so would need to re-design these areas to exclude the barrier and road traffic light signal equipment.
- 3.7 Parcel 008 contains the barrier and road traffic light signal equipment, which can only be located at this location due to the available barrier lengths and the vicinity of the overhead line equipment. This parcel is required in relation to the proposed level crossing upgrade only and, should the upgrade not go ahead, NR will no longer require this parcel.
- 3.8 Parcel 010 is proposed to house a turning chamber for management of signalling cables and is required for routing of cables under the road. This plot is required in relation to the wider re-signalling scheme and will be required by NR irrespective of whether the proposed level crossing upgrade proceeds.

#### Waterbeach

- 3.9 Plots 700, 701 and 702 are required for the wider re-signalling scheme for staff parking and access and will, therefore, be required by NR irrespective of whether the proposed level crossing upgrade proceeds.
- 3.10 Plots 703 and 705 are required to allow for the existing fence to be moved back and allow for a 1.8m wide footway. Part of the land is required to maintain NR's access to the existing equipment building, which will be retained as it contains signalling equipment critical to the operation of the railway. These land parcels are required in relation to the proposed level crossing upgrade and the wider re-signalling scheme. Should the proposed level crossing upgrade not go ahead, NR would need to re-design these areas to exclude the footway, as well as the barrier.
- 3.11 Parcel 704 is required to house a turning chamber for management of signalling cables, as well as routing of cables under the road. The road traffic light and barrier equipment are also situated in this area. This equipment cannot be situated elsewhere due to track gauge clearances and the detection parameters of the RADAR equipment. This parcel is required in relation to the proposed level crossing upgrade, as well as re-signalling and, should the proposed level crossing upgrade not go ahead, powers requested in relation to this parcel will not be acquired and NR would need to re-design these areas to exclude the traffic light signal equipment.

**4 FWI SCORES**

- 4.1 As described in the Statement of Case, as well as the Proofs of Evidence submitted on behalf of NR, the proposed level crossings upgrades will improve the Fatality and Weighted Injury Score (**FWI**) for each crossing and NR Anglia Route overall due to the total combined effects of the proposed upgrades.
- 4.2 The Inspector has requested that more detailed information is provided in relation to the FWI scores improvements. He has also requested that the FWI improvements are equated back and a better definition is provided, which would clearly describe the reduction of deaths resulting from the proposed upgrades. This information is provided below.
- 4.3 The FWI of a level crossing effectively means the number of fatalities expected per year at the level crossing based on its current risks. In other words, a fatality is weighted numerically as 1, each major injury is weighted as 0.1 of a fatality and each minor injury is weighted as 0.005 of a fatality. It gives a numerical view of the level of risk associated with level crossings and the statistical likelihood of a person, vehicle etc being struck/killed or injured by a train at that particular crossing.
- 4.4 If 1 is divided by the FWI, the output will effectively measure the likelihood of a person being killed at a level crossing specified in a number of years. Calculations for the seven level crossings to which the Order relates are provided below:

Meldreth

- a. Meldreth AHB – the existing AHB Meldreth level crossing has an FWI of 0.0179, which means on average one fatality every 55.87 years at this crossing<sup>1</sup>.
- b. Meldreth MCB-CCTV – once the existing Meldreth level crossing is upgraded to an MCB-OD, its FWI score will be 0.001085, which means on average one fatality every 921.66 years<sup>2</sup>.

Croxton

- c. Croxton AHB – the existing AHB Croxton level crossing has an FWI of 0.006874084, which means on average one fatality every 145.47 years at this crossing<sup>3</sup>.
- d. Croxton MCB-OD – once the existing Croxton level crossing is upgraded to an MCB-OD, its FWI score will be 0.000369833, which means on average one fatality every 2,703.92 years<sup>4</sup>.

Milton Fen

- e. Milton Fen ABH – the existing AHB Milton Fen level crossing has an FWI of 0.013098895, which means on average one fatality every 76.34 years at this crossing<sup>5</sup>.

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<sup>1</sup> 1 / 0.0179 = 55.87

<sup>2</sup> 1 / 0.001085 = 921.66

<sup>3</sup> 1 / 0.006874084 = 145.47

<sup>4</sup> 1 / 0.000369833 = 2,703.92

<sup>5</sup> 1 / 0.013098895 = 76.34

- f. Milton Fen MCB-ID – once the existing Milton Fen level crossing is upgraded to an MCB-OD, its FWI score will be 0.000785897, which means on average one fatality every 1,272.43 years<sup>6</sup>.

Six Mile Bottom

- g. Six Mile Bottom ABH – the existing AHB Six Mile Bottom level crossing has an FWI of 0.012247386, which means on average one fatality every 81.65 years<sup>7</sup>.
- h. Six Mile Bottom MCB-OD – once the existing Six Mile Bottom level crossing is upgraded to MCB-OD, its FWI score will be 0.000324637, which means on average one fatality every 3,080.36 years<sup>8</sup>.

Waterbeach

- i. Waterbeach AHB – the existing AHB Waterbeach level crossing has an FWI of 0.0421, which means on average one fatality every 23.75 years at this crossing<sup>9</sup>.
- j. Waterbeach MCB-OD – once the existing Waterbeach level crossing is upgraded to an MCB-OD, its FWI score will be 0.002515 which means on average one fatality every 397.61 years<sup>10</sup>.

Dullingham

- k. Dullingham MGH – the existing MGH Dullingham level crossing has an FWI of 0.000064368, which means on average one fatality every 15,535.67 years<sup>11</sup>.
- l. Dullingham MCB-OD – once upgraded to an MCB-OD, its FWI score will be 0.000112124, which means on average one fatality every 8,918.70 years<sup>12</sup>. The risk increase is due to the fact that MGH level crossings are considered to be safer than MCB-OD according to the model. The model, however, does not take into account a number of factors, as further outlined in paragraph 4.5 below.

Dimmock's Cote

- m. Dimmock's Cote ABH – the existing AHB Dimmock's Cote level crossing has an FWI of 0.043227849, which means on average one fatality every 23.13 years<sup>13</sup>.

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<sup>6</sup>  $1 / 0.000785897 = 1,272.43$

<sup>7</sup>  $1 / 0.012247386 = 81.65$

<sup>8</sup>  $1 / 0.000324637 = 3,080.36$

<sup>9</sup>  $1 / 0.0421 = 23.75$

<sup>10</sup>  $1 / 0.002515 = 397.61$

<sup>11</sup>  $1 / 0.000064368 = 15,535.67$

<sup>12</sup>  $1 / 0.000112124 = 8,918.70$

<sup>13</sup>  $1 / 0.043227849 = 23.13$

- n. Dimmock's Cote MCB-OD – once upgraded to an MCB-OD, its FWI score will be 0.002079546, which means on average one fatality every 480.87 years<sup>14</sup>.

4.5 It should, however, be noted that the FWI does not take into account the deliberate acts (e.g. suicide or suspicious death) and/or the crossing asset condition (e.g. decks, wrong side failures etc). The fatality numbers only include those as a result of crossing users' behaviour. Therefore, FWI is not the only factor, which needs to be considered when risk of a level crossing is assessed. By contrast, the Risk Assessment is the quantitative side of ALCRM (FWI) plus the qualitative element from the Level Crossing Manager (**LCM**), which marry together to form the whole Narrative Risk Assessment (**NRA**). The LCM does take the risks of deliberate acts and crossing asset condition into account for its NRA, which then balances the FWI with the other non ALCRM considered risks.

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<sup>14</sup>  $1 / 0.002079546 = 480.87$

## 5 ABH+ LEVEL CROSSING

- 5.1 During the Inquiry, the Inspector referred to the document entitled *Enhancing Level Crossing Safety 2019-2029*, which states that AHB+ technology will be deployed as part of risk-based improvements and requested that further information be provided in terms of:
- why this statement is no longer valid;
  - what considerations have informed the decision not to pursue AHB+; and
  - who took the decision not to pursue AHB+.
- 5.2 By way of background, the AHB+ proposals consisted of overlaying exit barriers onto an AHB, so that the lowering of the exit barriers would be controlled using the RADAR used on the MCB-OD system. Pursuing this option would have ensured that the exit barriers would only lower if the crossing was confirmed to be clear by the RADAR and, if the RADAR detected an object, the barriers would not lower (or stop in position if they were already lowering).
- 5.3 The AHB+ has undergone a rigorous risk assessment process, as well as a series of hazard identification workshops. A significant input to the hazard analysis was the human factors study undertaken by Transport Research Laboratory (TRL). This involved conducting computer simulated trials of the AHB+ using 40 participants who traversed the crossing as a motorist in a simulated environment, and as pedestrians/cyclists. The trials also included MCB-OD and AHB crossings for comparison purposes.
- 5.4 Overall, the human behaviour study conducted by TRL stated that an AHB+ with the exit barriers up or partially up was perceived as the least safe and least clear crossing presented to them.
- 5.5 Other scenarios of concern were:
- the operational impacts of drivers seeing barriers up or partially down;
  - pedestrian users being able to hold the barriers up by misusing the crossing; and
  - late to traverse vehicles delaying the lowering of exit barriers (which might entice other to following).
- 5.6 In addition to the above, concerns were raised in relation to the equipment reliability, as incorporating an AHB+ option would mean installing more equipment at the crossing.
- 5.7 NR's Level Crossings Infrastructure System Review Panel (ISRP) have had regular meetings to review progress on the safety argument for AHB+, including meetings on the 17th May 2019, 19th August 2019 and 5th November 2019.
- 5.8 At the meeting on 5th November 2019 it was decided by ISRP that, due to the extent of the additional analysis required to come to a conclusion that the implementation of AHB+ would present a sufficient improvement to the level of safety of AHB level crossings, an interim safety report should be prepared and presented. This would allow an informed decision to be made on how or whether to progress the AHB+ option.
- 5.9 The Interim Safety Report was prepared by Aegis Engineering Systems in January 2020 and concluded that the residual risks were too great. This was due to the view that the residual risks were still not significantly lower than the risks being addressed by the application of the AHB+.

- 5.10 This conclusion was supported by the output from the TRL HF simulation study and concurred with the output from both the 2006 RSSB research and the trials conducted by Pro Rail, the Netherlands rail network manager, who trialed an almost identical system architecture in the Netherlands and noted concerns similar to those outlined above. Similarly to NR, Pro Rail have ended the trials and did not continue with the system.

## 6 AIR QUALITY IMPACTS

- 6.1 In response to the Proof of Evidence provided by Elliot Stamp and presented at the Public Inquiry on 13 April 2023, the Inspector requested that further information be provided in relation to the air quality impacts that may potentially arise as a result of the proposed level crossing upgrades. Specifically, the Inspector requested further details on the information contained within the Environmental Impact Assessment (EIA) Screening Opinion Request (appended to Mr Stamp's Proof of Evidence as ES39) in relation to potential air quality impacts during both the construction and operational phases.
- 6.2 As the Order contains no authorisation for works (it is a land-only Order), no environmental information was submitted with NR's Application for the Order and the potential for the level crossing upgrades to result in significant environmental effects (including air quality impacts) has instead been considered by NR and the relevant decision makers through the Town and Country Planning process and the Town and Country Planning (Environmental Impact Assessment) Regulations 2017 (**EIA Regs 2017**).
- 6.3 An opinion on the need for an EIA to be undertaken can be sought by any applicant through a request for an EIA Screening Opinion from the relevant decision maker in line with Regulation 6(2) of the EIA Regs 2017. NR submitted an EIA Screening Opinion Request to all relevant local planning authorities in July 2021 (as further described in Mr Stamp's Proof of Evidence, Table 2). This EIA Screening Opinion Request included a desktop study of potential significant effects on air quality.

### EIA Screening Opinion Request – Air Quality Information

- 6.4 The EIA Screening Opinion Request provided the information as set out in Regulation 6(2) of the EIA regs 2017, including a description of the aspects of the environment that may be significantly affected by the level crossing upgrades. As part of this information NR provided a desktop study that included identification of sensitive air quality receptors at each of the level crossing areas such as:
- a. Air Quality Management Areas;
  - b. Designated sites (Sites of Special Scientific Interest (SSSI), Special Areas of Conservation (SAC), Special Protection Areas (SPA) and Ramsar sites); and
  - c. Sensitive local air quality receptors (for example residential, schools, hospitals, rest homes and other building uses which would be affected by high levels of air pollution or dust).
- 6.5 Appendix 3 of the EIA Screening Opinion Request set out the environmental baseline for each level crossing upgrade works area, including the identified sensitive air quality receptors noted above, as well as the location and proximity to the proposed works areas.
- 6.6 Although the level crossing upgrades are not located on motorways or trunk roads, the desktop study referenced the National Highways Design Manual for Roads and Bridges (**DMRB**) in the EIA Screening Opinion Request. DMRB LA 105 – Air quality provides a framework for assessing, mitigating and reporting the effects of motorway and all-purpose purpose trunk road projects on air quality. Section 2.1 of this guidance identifies affected road links as those which have the following traffic flow criteria (i.e. where there is the potential for changes in traffic flows to lead to non-negligible increases in pollutant concentrations and which should be taken forward for assessment):

- a. annual average daily traffic (ADDT)  $\geq 1,000$ ; or
- b. heavy duty vehicle (HDV) AADT  $\geq 200$ ; or
- c. a change in speed band; or
- d. a change in carriageway alignment by  $\geq 5\text{m}$

6.7 Based on the above guidance provided by DMRB LA 105 - Air quality, the EIA Screening Opinion Request considered that it was unlikely that significant effects in terms of air quality would occur due to the level crossing upgrades, noting that works would not result in increased vehicular traffic, reduced speeds or changes to road alignments during the construction or operational phases.

6.8 However, as a basis to inform the desktop study in relation to more localised air quality impacts, the EIA Screening Opinion Request referenced guidance from the Institute of Air Quality Management (**IAQM**) including:

- a. For the construction phase of the scheme: *Guidance on the assessment of dust from demolition and construction (January 2014)*; and
- b. For the operational phase of the scheme: *Land Use Planning & Development Control: Planning For Air Quality (January 2017)*.

#### Conclusion of EIA Screening Opinion

6.9 The information submitted as part of the EIA Screening Opinion Request noted that, whilst air quality impacts may potentially arise at a local level as part of the construction and operational phases of the proposed upgrades, these would not result in significant environmental effects. This conclusion was based on the findings of the desktop study, which noted that:

- a. All level crossing works areas are located a significant distance from any AQMA – the Milton Fen level crossing works area would be located closest to an AQMA but this is located over 2.5km to the west, located to the north of Orchard Park, relating to the A14 corridor. The remainder of level crossings are approx. 5km to 15km from the nearest AQMA. The construction or operational phase would, therefore, be unlikely to result in significant air quality effects on any AQMA;
- b. The scale of the construction works proposed and their location some distance from the identified designated sites were not considered likely to result in significant air quality effects as follows:
  - (i) Meldreth level crossing is noted to be in close proximity to a site designated for biodiversity - the L-moor SSSI approximately 200m to the south-west of the level crossing. Since submission of the EIA Screening Opinion Request, Natural England have provided a consultation response to the application for express planning permission for the Meldreth level crossing upgrade (planning ref: 22/05204/FUL) stating that '*Based on the plans submitted, Natural England considers that the proposed development will not have significant adverse impacts on designated sites Shepreth L-Moor SSSI, Barrington Pit SSSI and Melwood LNR and has no objection*'.

South Cambridgeshire District Council's Ecology officer also raised no concerns in relation to air quality impacts on the SSSI as part of this application

with the Environmental Health Officer (as is clear from Appendix ES40 appended to Mr Stamp's Proof of Evidence) stating as follows: *'I understand the level crossings are being improved in terms of safety of the public which is welcomed. The EIA scoping request did not identify any significant impact and the application was not subject to an EIA assessment. No new use or exposure source is introduced and therefore no comments in respect of Air Quality are made in relation to this consultation'*;

- (ii) Croxton level crossing is located approximately 480m west of Breckland SPA and Breckland SSSI; 800m north-east of Breckland SAC and East Wretham Heath SSSI; and 915 m north-east of Bridgham and Brettenham Heaths SSSI. Noting the proximity of these designations to the level crossing, NR (as the competent authority under the Conservation of Habitats and Species (Amendment) Regulations 2019) prepared a Habitats Regulation Screening Assessment. Likely pathways for potential Likely Significant Effect (LSE) were considered as part of this assessment and none have been assessed to provide a risk of likely significant effects to Breckland SPA and Breckland SAC or the three SSSIs which they encompass; as such no Appropriate Assessments are required.

The HRA Screening was submitted as part of the application for express planning permission (planning ref: 3PL/2022/1442/F). Since submission of the EIA Screening Opinion Request, Natural England have provided a consultation response to the application for express planning permission for the Croxton level crossing upgrade stating that *'Based on the plans submitted, Natural England considers that the proposed development will not have significant adverse impacts on statutorily protected nature conservation sites or landscapes'*. Breckland Council's Ecology officer also raised no concerns in relation to impacts on the above sites stating as follows: *'We are satisfied with the results of the Habitat Regulations Assessment Screening Report (RSK Biocensus, November 2022) given the small scale of the proposed works, however, Natural England should still be consulted prior to a decision'*.

- c. Speed limits during the operational phase were assumed to remain the same (generally 30mph) after the level crossing upgrades. Lower speed limits are generally assumed to lower levels of nitrogen dioxide emissions.
- d. The practice of turning off vehicular engines whilst waiting at level crossings resulting in a reduction in nitrogen dioxide emissions.
- e. The numbers of other sensitive air quality receptors were considered low noting no schools, hospitals or rest homes were located in close proximity to the level crossings with the following residential receptors identified:
- i. Milton Fen – one residential receptor is noted to be in close proximity to the works area – in the north west corner of the level crossing (less than 10m approx.) there is a red brick build gatehouse. The next closest set of residential receptors are located approx. 26m to the north-west along Fen Road.
  - ii. Waterbeach – residential receptors are noted to be located to the west of the level crossing on Clayhite Road approx. 25m away – no residential receptors are located in close proximity to the east.

- iii. Dimmock's Cote – a single residential receptor (former crossing keeper cottage) is noted to be located directly beside the level crossing its south-western corner – no other residential receptors are located in close proximity.
  - iv. Croxton – there are no residential receptors located within 2km of the works area.
  - v. Six Mile Bottom – residential receptors are noted to be located abutting the level crossing to the east and further to the north-east (50m) (Six Mile Bottom village centre) and to the south-east (20m) of the level crossing.
  - vi. Dullingham – a small number of residential receptors are noted to be located to the south-east of the level crossing along Station Road with the closest being approximately 150m away.
  - vii. Meldreth – there are residential receptors to the north-west (approximately 20m) and south-east (approx. 40m) of the level crossing.
- 6.10 The EIA Screening Opinions received from each local planning authority (appended to Mr Stamp's Proof of Evidence at ES05, ES06, ES11 and ES12) confirmed that during both the construction and operational stages the level crossing upgrades would not result in significant environmental effects (including air quality effects). An assessment of air quality effects was not, therefore, required as part of the EIA process.
- 6.11 As part of the Town and Country Planning process, the relevant local authorities could also request an Air Quality Assessment. However, no such request has been received by NR in relation to any consultation, engagement or formal applications with the comments from the local planning authorities in relation to air quality noted above.

#### Air Quality - Mitigation

- 6.12 The EIA Screening Opinions received by NR confirmed that during the construction stage the level crossing upgrades would not result in significant environmental effects (including air quality effects) and noted that air quality impacts could be mitigated through suitable construction related planning conditions.
- 6.13 In response, NR's contractor has prepared a Construction Management Plan for each level crossing works areas that includes measures to mitigate impacts from dust (wheel washing) and emissions (location of construction plant and machinery away from sensitive receptors and increased use of electrical plant and vehicles). Where required, NR have submitted the relevant Construction Management Plan to each local planning authority as part of the Town and Country Planning Process.
- 6.14 The Screening Opinions received also confirmed that during the operational stage the level crossing upgrades would not result in significant environmental effects (including air quality effects). In terms of mitigation to reduce air quality impacts during the operational phase, these are more limited as:
- a. NR are unable to control change to the traffic flow, traffic flow composition or vehicle speed on the local road network.
  - b. The speed limits at each level crossing and their approaches are already by their nature low (generally 30mph) – in consultation with the relevant highways authorities these

could be considered further. However a reduction in speed would also likely impact journey time delay for users of the road network.

- c. The practice of turning off idling whilst waiting at traffic lights, level crossings or similar is already common (stationary idling is an offence under section 42 of the Road Traffic Act 1988, which carries a fine). Further signage and media campaigns could, however, be provided to seek to educate road users on this practice<sup>15</sup>.

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<sup>15</sup> <https://www.networkrail.co.uk/running-the-railway/our-routes/anglia/keeping-our-communities-safe-in-anglia/switchitoff-at-level-crossings/>.

## **7 HIGHWAY STOPPING UP AND CHANGE OF USE**

- 7.1 In relation to the stopping up powers included in the Order, the Inspector has asked for clarification of the planning position in respect of the land subject to the stopping up powers. In particular, the Inspector has asked for confirmation as to whether or not planning permission is required in relation to the change of use of the highway land.
- 7.2 A highway is a common route, which people can pass and repass along as frequently as they wish, without hindrance and without charge. Once a highway is stopped up, the highway land ceases to be a highway and the public rights of way are extinguished.
- 7.3 Pursuant to section 57 of the Town and Country Planning Act 1990, a planning permission is required for the carrying out of any development of land. Section 55 of the Town and Country Planning Act 1990 defines development as the carrying out of building, engineering, mining or other operations in, on, over or under land, or the making of any material change in the use of any buildings or other land. No planning permission is required merely to enable stopping up of a public highway. Therefore, a planning permission may be required where works are undertaken on the land, which is proposed to be stopped up pursuant to the provisions of the Order, but not otherwise.
- 7.4 Land plots where works are proposed to be undertaken are described below (and described in further detail in the Statement of Case submitted on behalf of NR, as well as Mr Deacon's Proof of Evidence):
- a. Meldreth Level Crossing – stopping up powers are sought in relation to land plots 009 and 010. These plots are required to be stopped up as, following the proposed upgrade of Meldreth level crossing, they will be located behind an upgraded fence line and will form part of NR's operational land. Given that the use of the land in question will be materially changed and both land plots will become NR's operational land, they have been included within the redline boundary for the planning application submitted in relation to the proposed Medrelth level crossing upgrade (planning application submitted to Greater Cambridge Shared Planning under reference 22/05204/FUL, which seeks the change of use to operational railway land, as well as installation of new level crossing barriers, smart IO housing, operational signal equipment, road traffic lighting signals, new access and associated lighting, landscaping and fencing). At the date of this Note the planning application is pending decision by the local planning authority.
  - b. Milton Fen Level Crossing - stopping up powers are sought in relation to land parcel 603, which will be fenced off following the grant of the Order. The existing use of the land in question will not change. A fence will be constructed at the land parcel, which constitutes a development pursuant to the provisions of the Town and Country Planning Act 1990. However, the proposed works are within NR's limits of deviation and are, therefore, authorised under Class A of Part 18 of the Town and Country Planning (General Permitted Development) (England) Order 2015, as further described in the Prior Notification submitted by NR to the relevant local planning authority in relation to the proposed upgrade of Milton Fen Level Crossing.
  - c. Croxton Level Crossing – stopping up powers are sought in relation to land plots 910 and 911. These plots are required as, following the upgrade of the crossing, both areas will be located behind an upgraded fence line and will be required to form part of NR's operational land. Given that use of the land in question will be materially changed and both land plots will become NR's operational land, they have included within the redline

boundary for the planning permission granted by Breckland Council under reference 3PL/2022/1442/F, which authorises *"Change of use of part of the land from greenfield to Operational Railway Land, plus installation of new level crossing barriers, Smart IO Housing, operational signal equipment, road traffic lighting signals, new access and associated landscaping and fencing"*.

- d. Six Mile Bottom Level Crossing – stopping up of land parcel 307 is required to mitigate a reduction in the private access rights and parking area for the owners at 1 Station House. The existing use of the land in question will not be materially changed and no development is proposed to be undertaken at this land parcel.

**8 LIST OF COMPLETED PROPERTY AGREEMENTS**

8.1 At the date of this Note, heads of terms have been agreed with most of the affected landowners and/or occupiers and private agreements have been agreed and completed with the following parties:

- a. Land purchase and creation of the right of way (land parcels 101 and 100) and Licence Agreement (land parcel 104);
- b. Licence agreements for Plot 805 at Dimmocks Cote; and
- c. Lease of the car park at Waterbeach – land parcels 700, 701 and 702.

## 9 IMPACTS ON LAND AT SIX MILE BOTTOM

9.1 The Order includes powers to acquire land and rights in land, as well as powers to extinguish public and private rights, at the land adjoining the level crossing at Six Mile Bottom. During the inquiry, Mr Gilbey gave evidence in relation to rights and land being sought at this location, in particular those involving plots 305-306 and 310 which are owned by Mr and Mrs Woodley. Although Heads of Terms have been agreed with Mr and Mrs Woodley and they did not appear at the Inquiry, they are yet to withdraw their objection formally (OBJ/22). Given the complicated nature of these rights, the Inspector has asked for a written summary of the same, which is provided below.

### Background

9.2 The proposed upgrade of Six Mile Bottom level crossing will include the provision of barrier machines on both sides of the road, on either side of the crossing, and the installation of obstacle detection equipment, as shown on the technical drawing appended to this Note at Appendix 1.

9.3 In the south-eastern quadrant of the level crossing, there are two private residential dwellings, known as Station House and No. 1 Station Cottage. Access to the two properties is over the public highway. A photograph of the access, from Google Street View, is below.



9.4 Station House further benefits from a right of access for all purposes over a 'triangle of land' at No. 1 Station Cottage (shown coloured green on the Transfer of Part dated 18 December 1987) attached at Appendix 2.

9.5 Prior to the sale of No. 1 Station Cottage to its current proprietors, Mr and Mrs Woodley, the property was owned by the owner of New Station House, a new dwelling built within the former station yard adjacent to Station House. The property known as Station house and the surrounding yard were sold by the British Railways Board (**BRB**) on 26 June 1987. A copy of the conveyance is attached as Appendix 3. Under the terms of the Conveyance, BRB and its successors in title, reserved a number of rights of re-entry, as detailed in clause (B) (i to vi) and summarised as follows:

- a. the right to have, maintain, repair, cleanse, use, reconstruct, alter and remove any drains, pipes, wires, cables and works on over or under the property used (at the date of the Conveyance) for the benefit of its adjoining property;
- b. the right with or without workmen at all reasonable times to enter the property for the purpose of exercising the above right; and
- c. the right with our without workmen at all reasonable times to enter the property for the purpose of maintaining, repairing, renewing, re-instating, alerting or amending any fences, walls, railway, banks, abutment or retaining walls, bridges and other works of [BRB] on their adjoining or neighbouring land [BRB] making good any damage to the property occasioned by the exercise of the right of entry reserved [by this paragraph and the paragraph above].

Concerns raised by the Owners

- 9.6 At the outset of discussions with the landowners affected by the proposed level crossing upgrade, the owner of Station House advised that he was concerned that the proposed installation of the new barrier machine (to be located within the verge of the public highway) would impact on the ability of larger vehicles (oil deliveries, etc) to access his property (as the equipment would effectively 'narrow' the width of the access to his property). To overcome this issue, a plan mirroring the boundary of the barrier machine was produced effectively widening the existing access to Station House over a corner of the garden of No.1 Station House (Plot 306). Photographs below show the physical location of Plot 306 demarcated on the ground and its proximity to the dwelling of Mr and Mrs Woodley.





- 9.7 However, this proposal would effectively result in removal of a potential additional parking space, which could have been utilised by the proprietors of No. 1 Station House and the movement of the physical access closer to their property. To address this, NR has explored several options to provide alternative parking arrangement for No. 1 Station House. However, these were limited due to the ownership boundaries of the site, adjacent ground levels and the existence of an entrance providing access to further residential properties to the south and east of the property.
- 9.8 Following detailed discussions with both property owners, it has been agreed that, in order to provide a right of way over Plot 306, NR will re-align the existing garden side fence of No. 1 Station Cottage, such that two full size parking spaces can be created and facilitate the alteration of the right of access benefiting Station House over Plot 305, as shown on the drawing attached at Appendix 4.

Letter of Objection

- 9.9 Despite numerous discussions with the affected landowners, which took place with a view to agreeing the best arrangements, which suit all parties, on 23 September 2022 Mr and Mrs Woodley submitted an objection to the Order.
- 9.10 At the date of this note, Heads of Terms have been agreed with Mr and Mrs Woodley and solicitors instructed to document the agreed arrangements as soon as possible. However, as the objection remains outstanding (and will not be withdrawn until the documents are complete), we address each concern raised by Mr and Mrs Woodley in turn below.

*We are writing to inform you of our objections regarding the re-signalling upgrade proposed in Six Mile Bottom, Cambridge, Despite use being in negotiations with Network Rail for the past 18 months, an agreement has not been met and we would like to raise our concerns over the proposed works, highlighting the impact it will have on our family, quality of living and also our property. For your information our family consists of 2 young children under the age of 5 and as such there is a duty of care to provide a safe and secure environment.*

9.11 In response to the above, NR notes that detailed Heads of Terms have now been agreed with Mr and Mrs Woodley (as well as their neighbour) and solicitors for all parties are now instructed to complete the necessary documents as soon as possible. The delay in agreement of the Heads of Terms resulted from the detailed negotiations required with the owners of both affected properties and the additional requirement for a Noise Assessment to be undertaken to assess the current background noise levels.

*1. The area in question which Network Rail wish to acquire rights/ownership of will have a large impact on how our land is currently used. At the present time, the land is used as a parking area for our own and neighbours' vehicles; it is very tight to manoeuvre a 3-point turn for all parties' vehicles and the adaptations proposed will create further long-term issues as we will no longer be able to turn around in the designated parking area. This will result in us having to travel past our house and having to turn around in a busy shop car park to enable us to be facing the correct way to reverse park at all times. Due to our house being situated on a main road with a speed limit of 40 miles per hour, with the train track adjoined to our driveway entry and with the security and safety barriers around the track, it is already highly dangerous to reverse out onto the road, not only for ourselves but other members of the public. The plans put in place by Network Rail mean that the new equipment will further impede our vision of entering and exiting our property safely, when travelling in either direction; that we lose a car parking space to accommodate our neighbours right of way, as well as increasing the risk of misuse of our land to optimise our neighbours parking which can have a negative impact on relationships and subsequently mental health.*

9.12 In seeking to implement the proposed level crossing upgrade, NR's engineers have, from the very outset of the project, sought to minimise the area of land to be physically acquired and the impact of the work on the adjoining residential properties. This was done by reviewing both the design and the layout requirements resulting from the technology to be installed. In addition to that, concerns raised by the proprietors of No. 1 Station Cottage in February 2021 have been carefully addressed to ensure that, upon completion of the works, their property (and in particular the access and parking area) is left with an improved layout and in an improved condition.

9.13 In particular, the following will be provided by NR to address concerns raised by Mr and Mrs Woodley:

- a. a clearly defined second parking space;
- b. the erection of new fencing to both the side and front of 1 Station Cottage;
- c. NR covering cost of works to improve the surface of the existing and additional parking spaces; and
- d. compensation provisions enabling Mr and Mrs Woodley to temporarily move out of their property during the works to install new signalling.

Detailed arrangements between the parties are documented in the Heads of Terms agreed with Mr and Mrs Woodley.

*2. The planned works includes a new pedestrian access for maintenance on the new barriers and wigwags, which will go over our private property. With our house being so close to the track and in such a remote village, we feel this is very intrusive and leaves us with concerns for our safety. From experience of works and maintenance occurring on the track, there will be limited or no information given to us beforehand regarding Network Rail, or any of their associates or contractors, unexpectedly appearing on our property. We will be also be unable to provide any*

*security to our parking area long term and this will lead to increased risk of vandalism and theft as we would have to regard any strangers in general to be working on behalf of Network Rail and may overlook malicious intent.*

- 9.14 As it stands, NR already has right of access over part of Mr and Mrs Woodley's property. These rights are considered to be sufficient and, whilst part of Mr and Mrs Woodley's land will be required for construction of the proposed level crossing upgrade and the re-signalling works, no new permanent rights are proposed to be created. As such, there is no increase in security risk and/or impact on privacy, as raised in Mr and Mrs Woodley's objection.
- 9.15 The adjoining residential property, Station House, formerly belonged to NR's predecessor and was sold by them on 26 June 1987 along with the adjoining yard. The property known as Station House was subsequently sold and the remaining site, comprising the former station yard re-developed as New Station House.
- 9.16 The owner of New Station House then bought No. 1 Station Cottage and, when the latter was sold, part of the access to New Station House was 'added' to its title. Under the terms of the sale of the former station site, rights of access over the land and property comprising the site were retained.

*3. The signals currently are disturbing and cause disruption of sleep due to windows upstairs and downstairs being directly in view of the signals themselves and the current sirens being heard throughout the property. From ongoing discussions, the new wigwag signals will sound for much longer periods, the lights will be much brighter and there also the risk of these being higher in decibels further disrupting sleep for both our very young children and ourselves and reduce the desirability of our property if we choose to sell in the future.*

- 9.17 A Noise Assessment of the current audible alarm associated with the operation of the level crossing has been undertaken and circulated to Mr and Mrs Woodley. Although it remains NR's intention to look to minimise any impact arising from the installation of the new wig-wags and audible alarm, terms have been reached with Mr and Mrs Woodley to provide further assurance in the event that noise levels increase above an agreed threshold. Details of the terms agreed are contained within the Heads of Terms and Mr Prest will be visiting the site within 10 working days of the upgrade to re-assess audible alarm levels.

*4. Our privacy will be affected from the changes the new right of way for our neighbour; whilst allowing them increased access over our property to park their vehicles it also means they will drive directly in front of our windows, allowing them a clear view inside our property. This to us feels very invasive and unsettling that at any time anybody going into parking area can look into our property via a window directly in line with their right of way with less than 1m distance. As well as the increased risk of malicious activity, this also creates an increased risk of our property being hit and damaged by a vehicle potentially putting our lives at risk.*

- 9.18 With reference to the photographs above, it is noted that the highway verge already extends close to the windows of Mr and Mrs Woodley's property. Whilst it is accepted that the access of Mr and Mrs Woodleys' neighbour will now pass closer to their property, it is considered that the change will only be marginal. Furthermore, as part of NR's overall discussions with Mr and Mrs Woodley it has been agreed that NR will provide funding for the installation of a new fence along the front of the property to provide a clear definition between the access into the parking and turning area and their property; thereby, providing greater security and an increase in privacy. As such, the accommodation works will limit any longer term impact.

*5. As previously mentioned, we have 2 young children who by nature are curious. There are no clear plans on how the machinery, equipment and materials will be made safe whilst the work*

*is being carried out. There has been limited discussions around the barrier machines will be made secure once the work is complete. There are no plans for the safety of our family as our parking is staying in situ, meaning that small children will be on an active building site. If we do not have access to our parking due to the needs of Network Rail, then we are expected to transport our children and their belongings along a busy road. As anyone who has had children can testify, they do not travel lightly, even for short trips on the school run for example. During the week there will be only 1 adult to manoeuvre children, belongings and also at times the family dog. It is either this or leave children unattended in the house or car in a place which is not secure and is out of sight of the adult responsible for their care. Young children need and thrive on their routines, which we acknowledge will be disturbed for the time the works are being carried out however we wish to highlight the disruption this will have on their day to day lives; sleep (one child needs regular naps throughout the day due to their age), mental wellbeing and their feelings of security and safety.*

*6. With the planned works there will be extra traffic delays and disruptions on an already very busy road this will cause delays in our everyday life regarding issues with early morning drop offs, child minding, being able to get home at a set time. This will adversely impact on our costs and outgoings and may even mean we have to change the care of our children whilst we are at work.*

- 9.19 The works to upgrade the level crossing will be confined to a two to three week period and are most likely to be conducted over either a Christmas or Easter bank holiday. It has been agreed with Mr and Mrs Woodley that they will be notified six months in advance of the works, which will enable them to book alternative accommodation to mitigate any risk to their young children arising from the presence of the works. The barrier machine will, post completion, be fenced off, thereby further mitigating concerns raised. Furthermore, as described above, additional fencing will be provided along the front of Mr and Mrs Woodley's property.

*7. We have been in discussion with Network Rail since January 2021 and after many times of trying to be as accommodating as possible with the works planned, even offering many alternative ideas and being very flexible, the draft heads of terms were only sent on the 05/09/2022 after the TWA was put in place. The Heads of Terms require us to agree to the TWA, however this has not given us enough time to reach a point of agreement with Network Rail in regards to the terms or for our solicitors'/ advisors to thoroughly assess that what they are offering is fair. We feel this was delivered in this manner to try and distract and/or rush us into making decisions that may not necessarily be in our best interest. Along with their representative also going on holiday directly after this leaving us with little solutions to any queries until after the deadline of this act.*

- 9.20 It is acknowledged that Mr and Mrs Woodley have been both helpful and accommodating throughout the duration of the project, putting forward suggestions that NR have explored and followed up (e.g. moving their parking area to the south of the property). It is further acknowledged that drawing together Heads of Terms that satisfied both their own requirements and those of the proprietor of the Station House proved to be challenging at times. However, through continued perseverance on the part of all parties and their representatives Heads of Terms were agreed on 10 February 2023.

*8. There will also be a large devaluation on our house based on the aesthetic side of the planned works, with new larger barriers, machines, sirens etc. directly out our front window along with larger metal security fencing, as well as the previously mentioned increased difficulty in parking. It has also not been stated that the grounds will be refreshed in keeping with the planned works - old tarmac meets new tarmac meets patchy mud from where construction vehicles have been parking or driving. This is only going to further highlight negatives to any future sales on our*

*property. We are aware the land currently is old and could do with some uplifting in areas (this is a theme with the property in general which we have been working to uplift), however mixing the old and new will only exaggerate this more and create undesirability.*

- 9.21 The concern regarding the impact of the new infrastructure to be installed and rights of access to be granted on the value of Mr and Mrs Woodley's property have been assessed and Heads of Terms reflecting this have been agreed between the parties.

## 10 RESPONSES TO QUESTIONS RAISED BY THE OBJECTORS

9.1 During the Public Inquiry a number of additional questions were raised by the individual objectors. These are summarised below, together with NR's responses to and comments on the same.

### Mr Alderson

9.2 Mr Alderson has requested confirmation as to whether NR would agree to delay the proposed upgrade of Waterbeach level crossing until the new Waterbeach Station is open for business.

9.3 NR would not agree to this. The level crossing upgrade is proposed to be delivered alongside the re-signalling of the Cambridge North area (planned for completion Easter 2025) in order to reduce the capital cost of the works. Should the crossing upgrade be delayed until after the new station is complete, another separate date change to alter the signalling interlocking would be required, which, in turn, would cost more money to the taxpayer.

9.4 Mr Alderson has also asked NR to confirm whether NR would be able and willing to install a bench and basic shelter on the village side at Milton Fen level crossing.

9.5 At the date of this note, NR is not in a position to provide comments in this regard, as Mr Alderson's proposal needs to be considered by NR internally, as well as NR's contactors. However, NR will take the point away and review the request with its contactors to identify the feasibility of this and whether it could be delivered without the requirement to purchase additional land/obtain consents from the local planning authority.

9.6 Mr Alderson questioned whether NR would be able to reinstate a short section of double track at Chippenham Junction to enable a Cambridge-bound train to leave the mainline (thereby enabling the train to continue without delay).

9.1 NR is not able to undertake this piece of work within the Cambridge Re-Signalling project due to funding and time constraints. However, it is noted that Network Rail are already undertaking improvements at Chippenham Junction to allow an increase in linespeed across the junction. This will reduce the routing time for passenger trains from the Newmarket single line onto the Bury St Edmunds branch and increase the reliability of the services going onto the single line; this is being integrated with the resignalling scheme to achieve the relevant benefits and synergies.

### Mr Roger Faires

9.2 Mr Roger Faires has also raised a number of additional queries and asked for Mr Prest's and Mr Contentin's responses to be submitted to the inquiry in writing. These are provided below. Some of these questions were raised and answered during the Inquiry and are, therefore, dealt with summarily:

- a. With reference to the Network Rail Statement of Case Document section 8.6.7 Meldreth Road crossing was one of the top two with objections. A number of objections raised the crossing at Shepreth in their responses –

OBJ-18 A Davis – "I would like to state my objection to the proposed 'upgrading' of the Meldreth road level crossing at Shepreth in South Cambridgeshire to a double barrier crossing controlled remotely from a distance similar to the one we had forced on us at Shepreth station several years ago. The changes at this crossing have severely impacted the quality of life of Shepreth residents trying

to catch a train towards Cambridge or drive towards Barrington from Shrepreth because of the very long delays entailed and with no tangible safety advantages..."

OBJ-23 S Nash – "I've come to the conclusion you clearly think people have nothing better to do then sit at this crossing while the traffic build up because you thought it would be a good idea to change the barriers for whatever stupid reason this was done, seriously it's a joke and a total inconvenience that you changed these barriers to a crossing that had never had any issues and the fact I have to use this route daily to work puts more time on my journey while waiting for the invisible train that appears sometimes 10 minutes after the barriers have gone, so seriously sort the timing out and for god sake don't make meldreth the same inconvenience. About time you lot started listening to the people that your stupid railway crossing barriers actually affect. My journey to work now because of the incompetent idiots changing barriers has become a pain in my life and others I'm sure...."

OBJ-08 T Davey – " In response to your request for comments re the above level crossing I would like to say that I object to any changes. Whilst the risk assessment suggests that improvements should be made there are no reported cases of near miss at this site, [at least not recorded on the associated website]. The length of time the double barrier is closed at Shepreth station can be very long [ditto Foxton level crossing]. On the minor road from Shepreth to Meldreth the barrier is closed for a much shorter time. The locals know that the barrier won't be closed for too long so respect the red flashing lights & don't take chances like those that are occasionally seen & reported at Shepreth Station & Foxton station..."

Is it fair to say that those residents appear unhappy or even frustrated with the Shepreth station crossing?

*NR's Response (Mr Prest): Yes, those 3 objectors do.*

- b. Do you believe reading the objections that the villagers have found the crossing at Shepreth to have impact on their lives and journeys and their real life experience of the MCB type crossing has been adverse?

*NR's Response (Mr Prest): Yes, those 3 objectors do seem to have that as their perception.*

*NR's Response (Mr Contentin): It is acknowledged that the barrier downtime will increase and, as such, will impact the experience of road users at this location. However, the purpose of this scheme is to improve the safety of road users at Meldreth level crossing.*

- c. Do you know of any surveys of the residents or users of the Shepreth crossing to assess its success?

*NR's Response (Mr Prest): No*

*NR's Response (Mr Contentin): We have not carried out any surveys which assess the success at the Shepreth Crossing as part of the traffic modelling brief. The Order application does not seek any powers in relation to Shepreth.*

- d. Were there any traffic surveys to assess the types of journeys by the crossing users.

*NR's Response (Mr Prest): I do not know if the project that upgraded Shepreth did that (assuming the objector is talking about Shepreth).*

*NR's Response (Mr Contentin): Roadside interviews to determine the type of journey were not carried out and, as such, we are not able to draw a profile of the typical level crossing users. This was not part of the Modelling Group's original scope of work with NR and was not requested by the Local Highway Authority during the project scoping phase.*

- e. Are shorter journeys impacted more by long delays?

*NR's Response (Mr Prest): I have no way of knowing.*

- f. Does the position of the signals and nearby stations create a more complex arrangement for the level crossings in Shepreth that is causing the frustration of the residents?

*NR's Response (Mr Prest): Partly yes in relation to the position of signals and stations. However, I am unable to provide detailed information in relation to Shepreth level crossing upgrade as I did not form part of the project team for the upgrade.*

- g. Do you agree that an AHB+ barrier system would improve the safety at the Meldreth road crossing compared to the current AHB barrier?

*NR's Response (Mr Prest): AHB+ is no longer a viable product, so the question is hypothetical.*

- h. Table 9 from the Melreth road risk assessment (APP-14) states that the AHB+ crossing gives an improvement of 68% compared to the AHB type, do you agree that this is a significant improvement on the current AHB System?

*NR's Response (Mr Prest): As per my previous response, AHB+ is no longer a viable product, so the question is hypothetical.*

- i. In the risk assessment of Meldreth Road blocking back is not a known issue at the crossing. How likely therefore is this residual risk of the box not being clear going to materialising?

*NR's Response (Mr Prest): It is difficult to know. The risk is that it could happen anytime and a train could be passing over that crossing if there was blocking back with potential catastrophic results.*

- j. Are AHB crossings monitored by CCTV generally to check intermittently for issues?

*NR's Response (Mr Prest): Not that I am aware of, some may have some form of CCTV (for REB room security etc) others don't have any.*

- k. Whilst the modelling concludes no significant impact on the highway network, it does not conclude there will be no change in behaviour or no delay, the MCB type level crossing increases down time and this is associated with frustrating drivers (ref Meldreth Road risk assessment) and causing behaviour changes such as misuse of the crossing or rerouting, where are these risks accounted for as an FWI value in the MCB data?

*NR's Response (Mr Prest): In the modelled FWI in the narrative risk assessment for upgrading the crossing to an MCB CCTV if I have understood the question correctly.*

- l. What is the total annual time delay created by the MCB crossing for users of the level crossing? In economic and productivity terms how is this accounted for over the operational life of the MCB crossing? I.e. the cost benefit analysis has the MCB type crossing as similar cost to an AHB+ but it does not factor in the economic cost of delay.

*NR's Response (Mr Prest): There is clearly a difference in the barrier down times between AHB and MCB crossings as has been clearly stated in my proof of evidence. I cannot answer this question in any detail as I am not aware of any method of measuring or quantifying what has been asked in this question.*

- m. Has there been a study into the signal positions that trigger the MCB system and are they located in the most optimal locations for the village. Would moving the signals reduce the down time?

*NR's Response (Mr Prest): I am not in a position to answer this question.*

- n. Accepting there may be cost in moving the signalling system, how do these costs compare with reducing the residual risk from frustrating drivers and the economic impact of delay to drivers.

*NR's Response (Mr Prest): I am not in a position to answer this question. However, I am not aware of any methodology for measures factors such as economic delay to drivers.*

- o. Looking at APP-39, do you believe that the input data for the trains used in the modelling is appropriate as the data is based on the Hinxton Road Crossing?

*NR's Response (Mr Contentin): The input data from the Hinxton level crossing was selected by NR's team as part of the project scoping phase as a suitable crossing to base the modelling upon. As such, the timings of the Hinxton level crossing is considered representative of any MCB crossings. It is acknowledged that there could be small variations (a few seconds) in the barrier down time due to factors such as the speed of the train type and location of the signal equipment. However, this methodology was adopted because it allowed for a fair assessment of the traffic impact (whilst design of the signals is still ongoing). This method was agreed with NR and the Local Highway Authority. It should also be noted that simplification in the operation of traffic signals is common in traffic modelling, as it is not possible to replicate the full functionality of signal operation in a simulated environment.*

- p. What is the distance to the trigger signals at Hinxton Road?

*NR's Response (Mr Contentin): I am not in a position to answer this question. I do not have access to this data and it was not provided to me at the time.*

- q. What is the proposed distance to the trigger signals at Meldreth road?

*NR's Response (Mr Contentin): I am not in a position to answer this question. I do not have access to this data and it was not provided to me at the time.*

- r. Given the nearby stations at Meldreth road, is the average train speed the same as Hinton road or slower or faster? It is noted on the Meldreth Road risk assessment that the down line is 65MPH.

*NR's Response (Mr Contentin): I am not in a position to answer this question. I do not have access to this data and it was not provided to me at the time.*

- s. If there is a variance in the speed, distance to triggers and presence of stations how can you be confident in the use of the Hinxton road data?

*NR's Response (Mr Contentin): Please see my response to question o. above.*

- t. Given there are different types of trains that traverse the level crossing, does the modelling allow for different train types and their variable downtimes?

*NR's Response (Mr Contentin): Please see my response to question o. above.*

- u. Are you confident that the modelling takes into account the complexity of the signal positions at Meldreth Road?

*NR's Response (Mr Contentin): I am not in a position to answer this question. I do not have access to this data and it was not provided to me at the time.*

- v. The original report has validation, which is shown in table 8.6 of App-39. Is it usual for the modelled data and the surveyed data to align with no difference? Where is the methodology of this validation?

*NR's Response (Mr Contentin): Table 8.6 shows the difference between the surveyed timing on the 6th July 2021 and barrier downtime used in the model. This table demonstrates that the setup of the barrier downtime is in line with the timings observed on the day of the traffic survey.*

- w. There has been further verification at Shepreth Station to check the in use down times of the barriers as included in APP-W7-1 table 5.13, completed circa 8 weeks ago. this highlights that there are delays at Shepreth station crossing much longer than VISSUM model output but also that the average delay at Shepreth road of 203 seconds (ref Roger Faires calculation submitted 12 April) is greater than the modelled 169 seconds. If the data used in the modelling is not accurate or new supersedes the previously used data should the modelling not be rerun?

*NR's Response (Mr Contentin): The current modelling uses the median value from Hinxton level crossing data, which results in a 169s barrier downtime. This value provides an average barrier downtime at Meldreth of 242s and 200s for the AM Peak and PM Peak periods respectively, which is higher or similar to the 203 calculated by Mr Faires. As the modelling undertaken has used similar downtimes to those calculated from the updated information the modelling does not need to be updated.*

	169	169
	169	282
	428	302
	169	169
	169	169
	169	169
	326	169
	338	169
Mean	242	200
Max	428	302

- x. The cyclists at Meldreth road are non-segregated, with reference to TfL, Traffic Modelling Guidelines – TfL Traffic Modelling Guidelines in your evidence appendix page 468 of that document "If any cyclists queue with traffic and occupy space that would otherwise be taken up by vehicles, at any stopline, then these should be included in the model as part of the flow, saturation flow and DoS measurements". Are the cyclists modelled at Melreth road? Given the road width, is there any risk that vehicles will stack up behind slow moving cyclists as they are released from the crossing if there is a cyclist at the head of the queue?

*NR's Response (Mr Contentin): A small number of cyclists were observed crossing the level crossing (2 and 5 cyclists during the AM peak and PM peak periods respectively). It is acknowledged that cyclists would impact the discharge of vehicles at the stop line. However, in this location, they are unlikely to impact the overall performance of the modelling because the number of cyclists are 5 or less across either peak hour.*

- y. The Shepreth verification relies on the Meldreth road crossing having a similar arrangement with respect to train speeds and distance to the station. What is the distance and train speed to the various trigger points and signals for both Meldreth road and Shepreth station?

*NR's Response (Mr Contentin): The signal design is not finalised yet and we are, therefore, unable to locate the exact trigger point at this stage of the project.*

- z. If there is a variance in the speed, distance to triggers and presence of stations how can you be confident in the use of the Shepreth station data to validate the model?

*NR's Response (Mr Contentin): For clarification, data for Shepreth station was not used for the validation, but to check if the barrier downtime values used for Meldreth level crossing were appropriate. From this check it was concluded that barrier downtimes were appropriate, as further described above. This data is relevant due to the proximity of the two sites and their interaction. We would expect the two sites to have a similar barrier downtime, despite the different speed of the trains.*

- aa. It is understood there was some discussion on the use of mean and medium times and it was conveyed that the mean time did not appear representative. On what basis was this decision made to use the median data if the data for Shepreth station was only completed in 2023?

*NR's Response (Mr Contentin): Please see my response to the question above.*

- bb. I have been trying to articulate how the perceived experience at Shepreth is different to the modelling results and I think I've come up with an example to pose as a question to either of today's individuals [Mr Prest and Mr Contentin].

The residents have objected that the crossing at Shepreth is causing them delays yet your model confidently describes a modest increase in average delay for the proposed similar crossing. If a mum on a school run was to add that modest average delay to their school run time there is still a fair change of a larger delay to their journey. So the individual traveller must make a judgement for the additional time to allow, if they over estimate and arrive early the time is still lost if they underestimate then they are late for school, meetings, trains etc. Has there been any consideration for this perceived delay the new crossing type creates by polling the local residents? Would this not give a more accurate data set for a more informed decision?

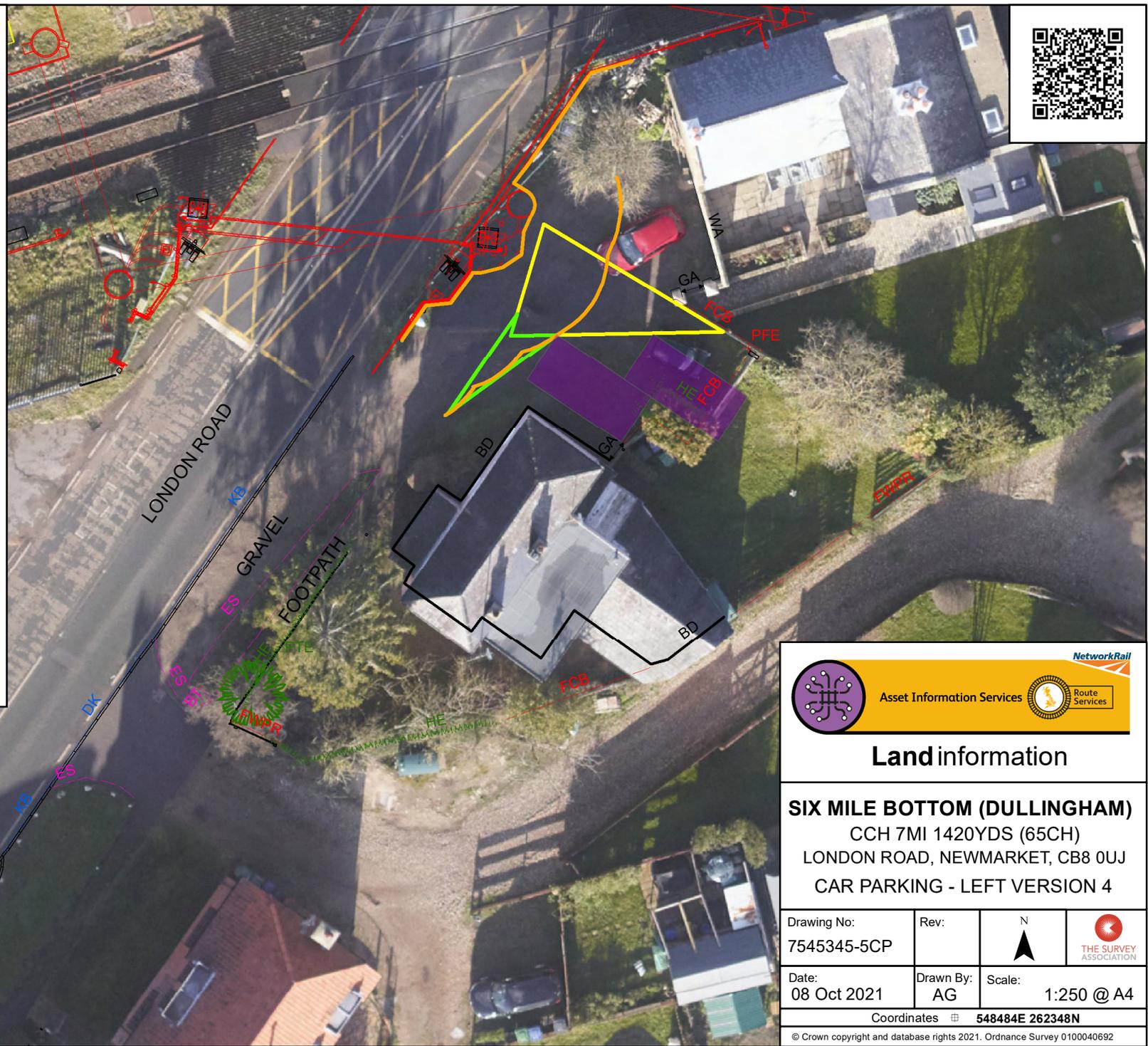
*NR's response (Mr Prest): We would not normally, in my view, carry out polling of this nature.*

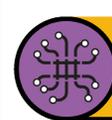
*NR's response (Mr Contentin): We have not carried out any polling surveys as part of the modelling work and it is not something that is usually carried out by the traffic modelling team.*

OFFICIAL

**APPENDIX 1**

-  Additional ROW (2x6m)
-  Existing ROW Revised - CB449843
-  Parking Space 2.5 x 5.25m
-  4m Works Offset
-  FCB - Closed Board Fence
-  FWPR - Wooden Post & Rail Fence
-  PFE - Fence Post
-  DK - Drop Kerb
-  KB - Kerb
-  BD - Building
-  GA - Gate
-  WA - Wall Other
-  ES - Edge of Surface
-  BT - BT Cable
-  HE - Hedge
-  PTE - Tree



					
<b>Land information</b>					
<b>SIX MILE BOTTOM (DULLINGHAM)</b>					
CCH 7MI 1420YDS (65CH)					
LONDON ROAD, NEWMARKET, CB8 0UJ					
CAR PARKING - LEFT VERSION 4					
Drawing No:	7545345-5CP	Rev:		N 	
Date:	08 Oct 2021	Drawn By:	AG	Scale:	1:250 @ A4
Coordinates $\square$ <b>548484E 262348N</b>					
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**APPENDIX 2**

**These are the notes referred to on the following official copy**

Title Number CB174509

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

CB 88016

H.M. LAND REGISTRY

Land Registration Acts 1925 to 1971

TRANSFER OF PART

INLAND REVENUE  
07 JAN 1988  
RECEIVED  
LONDON

COUNTY AND DISTRICT : Cambridgeshire, South Cambridgeshire

TITLE NUMBER : CB 80369

PROPERTY : Station House, Six Mile Bottom,  
Little Wilbraham, Cambridgeshire

DATED

18<sup>th</sup> December 1987

1. In consideration of Twenty-nine Thousand Three Hundred Pounds (£29,300.00) paid to JAMES TAIT of 179 Crowborough Road London SW17 and ZEPEDA ALVARO AUGUSTIN VARGAS of 44 Scotland Road in the City of Cambridge ("the Transferors") the receipt whereof is hereby acknowledged the Transferors as trustees hereby transfer to JOHN RICHARD

WILCOCKSON of 1 Station Cottages Six Mile Bottom in the County of Cambridgeshire (the Transferee) the property ("the Property") shown for the purpose of identification only edged red on the annexed plan ("the Plan") TOGETHER WITH the buildings erected thereon or on some part or parts thereof and known as site number 2 Station Buildings Six Mile Bottom Little Wilbraham in the County of

Cambridgeshire being part of the land comprised in the above mentioned title <sup>A</sup> TOGETHER WITH the easements rights and privileges mentioned in the First Schedule hereto <sup>B</sup> for the benefit of the Property <sup>C</sup> EXCEPT AND RESERVED unto the Transferors for the benefit of the remainder of the land now comprised in title number CB 80369 and edged blue on the plan ("the Retained Land") the easements rights and privileges mentioned in the Second Schedule hereto <sup>D</sup> \_\_\_\_\_

2. ( It is hereby agreed and declared that the Transferee shall not by implication prescription or otherwise become entitled to any right of light or air which would in any way restrict or interfere with the free use of the Retained Land for building or any other purpose whatsoever \_\_\_\_\_

3. The Transferee so as to bind the Property and any part or parts thereof into whosoever hands the same may come hereby covenants with the Transferors for the benefit of the Retained Land and each and every part



thereof to observe and perform the stipulations set out in the Third Schedule hereto \_\_\_\_\_

4. The Transferors on behalf of themselves and their successors in title with intent and so as to bind the Retained Land and any part or parts thereof into whosoever hands the same may come hereby jointly and severally covenant with the Transferee for the benefit of the Property and each and every part thereof either within one year of the date hereof or no later than one month after the completion of the sale of the Retained Land whichever shall be the earlier to erect and thereafter to maintain a wooden post and three-strand plain wire fence along the boundary marked "K"- "L"- "M"- "N"- "O" such fence to be erected to the satisfaction of the Transferee \_\_\_\_\_

5. The Transferee for the purpose only of affording to the Transferors and each of them a full and sufficient indemnity hereby covenants with the Transferors that the Transferee and those deriving title under the Transferee will at all times hereafter observe and perform the covenants whether positive or restrictive contained or referred to in the Conveyance dated the Twenty-sixth day of June One thousand Nine hundred and Eighty-seven and made between British Railways Board of the one part and the Transferors of the other part which Conveyance is mentioned in the Registers of the above mentioned title so far as the same relate to the Property and are still subsisting and capable of being enforced and will so far as aforesaid indemnify the Transferors and their respective estates and effects against all actions proceedings costs claims and demands resulting from any future non-observance or non-performance thereof \_\_\_\_\_

6. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Thirty Thousand Pounds (£30,000.00) IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first before written \_\_\_\_\_

Reserve AS4

G

THE FIRST SCHEDULE

Grant of Easements

1. The right to the free passage and running of water soil gas electricity and other services through all drains channels sewers pipes wires cables watercourses gutters and other conducting media ("the Service Installations") now or within eighty years from the date hereof ("the Specified Period") laid or constructed in on or under or which belong to the Retained Land and which serve the Property subject to the payment of a fair proportion of the cost incurred in cleaning maintaining repairing and renewing the same as are used in common such fair proportion to be determined in the event of dispute by a surveyor to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors at the instance of any person entitled to seek or obliged to make contribution the decision of such surveyor (who shall also determine the question of costs) to be final \_\_\_\_\_
2. The right at any time within the Specified Period to enter upon the Retained Land to lay or construct Service Installations through the Retained Land or to make connection to any Service Installations now or within the Specified Period laid or constructed in on or under the Retained Land causing as little damage as possible and making good to the reasonable satisfaction of the Transferors any damage caused \_\_\_\_\_
3. The right to keep and use the eaves gutters spouts downpipes chimneys foundations and any similar structures ("the Projections") incidental to the user of any buildings on the Property which overhang or protrude beneath the Retained Land \_\_\_\_\_
4. The right to enter after giving reasonable notice at all reasonable times (except in case of emergency) upon the Retained Land so far as may be necessary for the purposes of inspecting cleaning maintaining repairing renewing and replacing the buildings walls (in particular but without prejudice to the generality

of the foregoing the wall of the building between the points marked "A" and "R" on the Plan) fences and other boundary structures on the Property and the Service Installations and Projections causing as little damage as possible and making good to the reasonable satisfaction of the Transferors any damage caused

5. All other rights easements quasi-rights and quasi-easements (other than of light or air which would restrict or interfere with the free use of the Retained Land for building or other purposes or of way) enjoyed in respect of the Property over the Retained Land as would be deemed to exist if the Property and the Retained Land had been used in their present state from time immemorial but by different owners \_\_\_\_\_

All such easements rights and privileges being granted for the benefit of the Property and each and every part thereof \_\_\_\_\_

E [ THE SECOND SCHEDULE ] H

Exceptions and Reservations

1. The right for the Transferors and all persons authorised by the Transferors to pass and repass at all times and for all purposes over the land coloured green on the Plan subject to the payment of a one-half part of the cost incurred in maintaining and repairing the same
2. The right to the free passage and running of water soil gas electricity and other services through the Service Installations now or within the Specified Period laid or constructed in on or under the Property and which serve the Retained Land subject to the payment of both a one-half part of the costs incurred by the Transferee in connection with the laying of a main lateral foul drain to a specification acceptable to the appropriate authorities from a point on the boundary between the points marked "R" and "Q" on the Plan to the manhole marked "sewer" near to the boundary marked "B"- "C"- "D1" on the Plan such main lateral foul drain to be so laid within two years of the date hereof and a fair proportion of the cost incurred in

cleaning maintaining repairing and renewing the Service Installations as are used in common such fair proportion to be determined in the event of dispute as hereinbefore provided

3. The right at any time within the Specified Period to enter upon the Property to lay or construct Service Installations through the Property or to make connection to any Service Installations now or within the Specified Period laid or constructed in on or under the Property causing as little damage as possible and making good to the reasonable satisfaction of the Transferee any damage caused \_\_\_\_\_

4. The right to enter after giving reasonable notice at all reasonable times (except in the case of emergency) upon the Property so far as may be necessary for the purposes of inspecting cleaning maintaining repairing and renewing the walls fences and other boundary structures on the Retained Land and the Service Installations causing as little damage as possible and making good to the reasonable satisfaction of the Transferee any damage caused \_\_\_\_\_

5. All other rights easements quasi-rights and quasi-easements (other than of way) enjoyed in respect of the Retained Land over the Property as would be deemed to exist if the Retained Land and the Property had been used in their present state from time immemorial but by different owners \_\_\_\_\_

6. The right (but only until such time as the main lateral foul sewer mentioned in paragraph 2 above has been installed by the Transferee to drain into and use the septic tank situate on the Property the approximate position of which is marked "S" on the Plan and the pipes running thereto and therefrom together with full right and liberty (but restricted in time as aforesaid) to enter upon the Property so far only as may be necessary for the inspection repair and maintenance of the said pipes and the said septic tank doing as little damage as possible and making good any damage caused ] F \_\_\_\_\_

THE THIRD SCHEDULE

Stipulations to be observed and performed

by the Transferee

1.          To erect within one month of the date hereof unless prevented from so doing by adverse weather conditions a concrete post and chain link fence six feet in height between the points marked "A1"- "B" on the Plan and a concrete post and seven strand wire boundary fence between the points marked "B" and "C" on the Plan to the satisfaction of the area Civil Engineer of the British Railways Board and thereafter to maintain such fences \_\_\_\_\_
2.          To erect a wooden post and three strand plain wire fence within one month of the date hereof unless prevented from so doing by adverse weather conditions along the boundary marked "Q"- "P"- "Q"- "R" marked on the Plan to the satisfaction of the Transferors and forever thereafter to maintain such fence
3.          To maintain and repair the boundary fences between the points marked "C"- "D1"- "E1"- "F" marked on the Plan \_\_\_\_\_
4.          Forthwith to seal up the existing entrances from the Property to the adjoining railway platform to the satisfaction of the area Civil Engineer of the British Railways Board

SIGNED SEALED AND DELIVERED by )  
the said JAMES TAIT in the )  
presence of:- )

J. NICOL

*[Handwritten Signature]*

35 PARK VIEW  
GT. STUKELEY  
CAMBS PE17 5AJ

CHARITY ADMINISTRATOR

SIGNED SEALED AND DELIVERED by )  
the said ZEPEDA ALVARO AUGUSTIN )  
VARGAS in the presence of:- )

ALAN HOLLINGHURST  
*[Handwritten Signature]*

25 Conventers Rd, London NW1

JOURNALIST

*[Handwritten Signature]*

*[Handwritten Signature]*

SIGNED SEALED AND DELIVERED by )  
the said JOHN RICHARD WILCOCKSON )  
in the presence of:- )

JR Wilcockson

RA Freeman  
Prudential Building  
59 St. Andrew's Street,  
Cambridge,  
CB3 9LW.  
Solicitor.

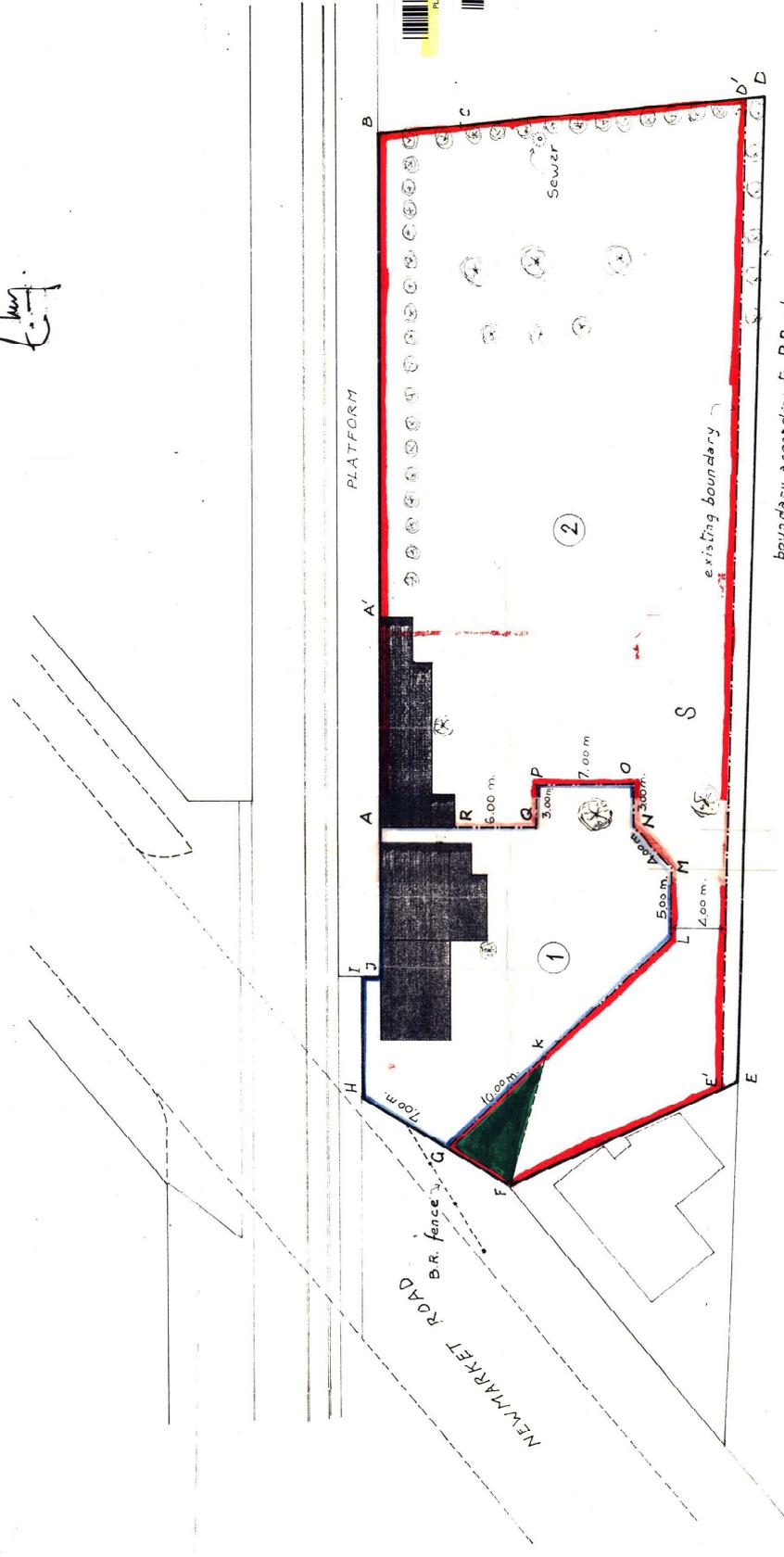
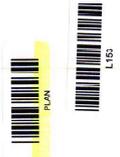


CB88016

*James*

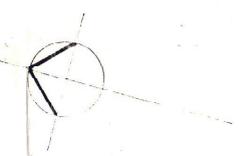
*J.P. Warden*  
15/11/87

*Lang*



DATE	29/9/1987
SCALE	1:250
TITLE	SITE PLAN
PLAN No.	2

H.131  
**H.M. LAND REGISTRY**  
 TITLE No. **CB88016**  
 PHOTOGRAPHIC COPY  
 (able to distinguish in reality)  
 of PLAN to TRANSFER  
 dated 18.12.1987



OFFICIAL

**APPENDIX 3**



Dated 26<sup>th</sup> June 1987.

BRITISH RAILWAYS BOARD

- and -

JAMES TAIT

- and -

ZEPEDA ALVARO AUGUSTIN VARGAS

Duplicate/

CONVEYANCE

- of -

Six Mile Bottom, Little  
Wilbraham, Cambridgeshire.

**EASTERN REGION  
DEED**

**3376**

---

Rushton & Co.,  
Whitchurch,  
Shropshire.

the Wilbraham

# SIX MILE BOTTOM

CO. OF CAMBS. D.C. OF S. CAMBS.

RECREATION  
GROUND

POST OFFICE

WEIGH OFFICE  
WB

ODDS SHED

DOWN PLATFORM

UP PLATFORM

HIDDEN

GARDEN  
NEW MARKET



*Handwritten signature*

Scale 1 Chain to an Inch

BRITISH RAIL PROPERTY BOARD  
EASTERN REGION  
15 JUL 1986  
79-81 EUSTON ROAD  
LONDON NW1 2RT  
PLAN No. *042871*



SAWDOOL

GREEN MAN RD

CROSSING

Level

From Great Chatterton



THIS CONVEYANCE is made the Twenty sixth day of June One thousand nine hundred and eighty-seven BETWEEN the BRITISH RAILWAY BOARD (hereinafter called "the Board") of the one part and JAMES TAIT of 179. Crowborough Road, London SW17 and ZEPEDA ALVARO AUGUSTIN VARGAS of 44. Scotland Road, Cambridge (hereinafter called "the Purchaser") of the other part.



WHEREAS:

(1) The Board are seised of the property hereby assured in fee simple in possession free from incumbrances.

(2) The Board have agreed with the Purchaser for the sale to the Purchaser of the unincumbered fee simple of the said property subject to Exceptions and Reservations Declaration and restrictive covenants hereinafter mentioned at the price of Forty-three thousand pounds provided by them in equal shares and it has been agreed that the said property shall be vested in them in the manner and upon the trusts hereinafter appearing.

(3) In this deed words importing the singular number only shall include the plural and vice versa and where more than one person is included in the expression "the Purchaser" the covenants herein contained shall be deemed to be entered into by such persons jointly and severally.

NOW THIS DEED WITNESSETH as follows:-

1. IN consideration of the sum of Forty-three thousand pounds paid by the Purchaser in equal shares to the Board (the receipt whereof the Board hereby acknowledges) the Board as Beneficial Owners hereby convey unto the Purchaser ALL THAT piece or parcel of land at Six Mile Bottom in the Parish of Little Wilbraham in the County of Cambridgeshire and containing point five (0.5) of an acre or thereabouts TOGETHER WITH the former station buildings erected or on some part thereof as the same is shown coloured blue on the plan annexed hereto Except and Reserving as mentioned in Clause 2

hereof TO HOLD the same unto the Purchaser in fee simple upon trust to sell the same with power to postpone the sale thereof SUBJECT TO the covenants contained in Clause 3 hereof. \_\_\_\_\_

2. (A) There are not included in the Conveyance:-

(i) any mines or minerals under the property hereby conveyed or any right of support from any mines or minerals whatsoever \_\_\_\_\_

(ii) any easement or right of light air or support or other easement or right which would restrict or interfere with the free use by the Board or any person deriving title under them for building or any other purpose of any adjoining or neighbouring land of the Board (whether intended to be retained or to be sold by them) \_\_\_\_\_

(B) There are reserved to the Board

(i) 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 hereafter to be erected on any part of their adjoining or neighbouring 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 property hereby conveyed and any access of light and air over the adjoining land of the Board shall be deemed to be enjoyed by the licence or consent of the Board and not as of right \_\_\_\_\_

(ii) the right of support from the property hereby conveyed for the adjoining property of the Board \_\_\_\_\_

(iii) the right to have maintain repair cleanse use reconstruct alter and remove any drains pipes wires cables and works on over or under the property hereby conveyed now used for the benefit of the adjoining property of the Board

(iv) full right and liberty for the Board and their successors in title with or without workmen at all reasonable times to enter upon the property hereby conveyed for the purpose of exercising the right reserved by paragraph (iii) of this sub-clause \_\_\_\_\_

(v) full right and liberty for the Board and their successors in title with or without workmen at all reasonable times to enter upon the property for the purpose of maintaining repairing renewing re-instating altering or amending any fences walls railway banks abutment or retaining walls bridges and other works of the Board on their adjoining or neighbouring land the Board making good any damage to the property occasioned by the exercise of the rights of entry reserved by paragraphs (iv) and (v) of this sub-clause

3. FOR the benefit and protection of such part of the adjoining or neighbouring property of the Board as is capable of being benefited or protected and with intent to bind so far as legally may be the Purchaser and the Purchaser's successors in title owners for the time being of the property hereby conveyed or any part thereof in whosoever hands the same may come the Purchaser covenants with the Board as follows:-

(A) Not at any time:-

(i) without submitting not less than six months in advance of the intended commencement of any work detailed plans and sections thereof to the Board and obtaining approval thereto and

(ii) without complying with such reasonable conditions as to foundations or otherwise as the Board shall deem it necessary to impose to erect or add to any building or structure or to execute any works (including without prejudice to the generality of the foregoing the alteration of ground levels or the making of excavations) on

any part of the property \_\_\_\_\_

(B) Not at any time to deposit or leave excavated demolition or other materials temporarily or permanently on the Board's retained land \_\_\_\_\_

(C) Not in any way to interfere with the Board's adjoining land buildings or structures during the execution of any works which may be permitted by the Board \_\_\_\_\_

(D) Not to hold the Board responsible for the provision of a retaining wall or any other support either prior to or in the event of any subsidence of the Vendor's retained land \_\_\_\_\_

(E) To provide adequate support at all times for the Board's adjoining land in the event of any construction of any building or structure on the property and not in any event so to construct any building or structure that the stability of the Board's land may be affected \_\_\_\_\_

(F) Any services supplied or to be supplied from mains on the Board's retained land to the property shall be the subject of a separate wayleave agreement or agreements \_\_\_\_\_

(G) Not to plant any trees on the property without the approval of the Board's Area Civil Engineer Kings Cross \_\_\_\_\_

(H) Not to permit any plant to work outside the bounds of the property nor to use any large or unusually have plant or machinery on the property without the prior approval of the Board's Area Civil Engineer Kings Cross \_\_\_\_\_

(I) Not to store petrol or other inflammable explosive liquids gases or other substances on the property \_\_\_\_\_

(J) Not at any time to permit any drainage from the property to be directed towards the Board's adjoining \_\_\_\_\_

land and works but to ensure that all such drainage is directed away from the same and to make adequate provision on the property to the satisfaction of the Board to accept any surface water drainage from the Board's adjoining land and works \_\_\_\_\_

(K) Not to erect any buildings or other structures on any part of the property without providing for the stability and support of the Board's retained land.

(L) Not at any time thereafter to use the Board's adjoining platform as a means of access to the property without the previous written consent of the Board's Area Civil Engineer Kings Cross \_\_\_\_\_

(M) Not at any time thereafter to disturb the fence along the Newmarket Road frontage to the property or to establish any new access points to the property without prior consent of the Board and South Cambridgeshire District Council. \_\_\_\_\_

4. \_\_\_\_\_ THE Purchaser HEREBY COVENANTS with the Board as follows:-

(i) Forthwith at his own expense to seal up the existing entrances from the property to the Board's adjoining platform to the satisfaction of the Board's Area Civil Engineer Kings Cross

(ii) That any services supplied or to be supplied from mains on the Board's retained land to the property shall be the subject of a separate Wayleave Agreement or Agreements

(iii) Forthwith to erect and thereafter to maintain to the satisfaction of the Board's Area Civil Engineer \_\_\_\_\_

(a) A concrete post and chain link fence ten feet in height (measured from ground level) between points A-B on the plan

(b) A concrete post and seven strand wire standard boundary fence between

points B-C on the plan \_\_\_\_\_

THERE being reserved unto the Board the right exercisable in the event of the Purchaser failing to carry out any of the works stipulated in this Clause within the time herein specified (or if none within three months from the date hereof) to enter upon the property at any time within ten years thereafter (after giving not less than six weeks notice in writing of the intended exercise of such right) for the purpose of carrying out any such works and to recover the costs thereof from the Purchaser on demand with interest thereon at the rate of fifteen per cent from the date of incurral of such costs (but without prejudice to any other right or remedy on the part of the Board).

5. \_\_\_\_\_ The Purchaser HEREBY RELEASES the Board from all obligations (if any) to provide and maintain accommodation and other works in relation to the property hereby conveyed (including fencing bounding the railway) and indemnifies the Board from their liability (if any) in respect of any such matters. \_\_\_\_\_

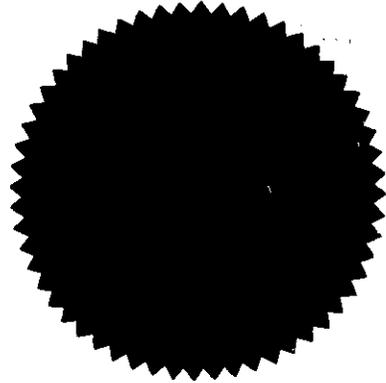
6. \_\_\_\_\_ IT IS HEREBY DECLARED that the carrying on by the Board of their undertaking on their adjoining or neighbouring land in exercise of their powers and subject to their statutory and common law obligations and undertakings shall not be deemed to be a breach of the covenant for quiet enjoyment implied herein by reason of the Board being expressed to convey the property as Beneficial Owner nor to be in derogation of their grant.

7. \_\_\_\_\_ The net rents and profits of the property hereby conveyed until sale shall be held in trust for the purchaser as beneficial tenants in common in equal shares. \_\_\_\_\_

8. \_\_\_\_\_ It is hereby declared that the purchaser or other the trustees for the time being of this deed shall have full power to mortgage charge lease or otherwise dispose of all or any part of the said property with all the powers in that behalf of an absolute owner. \_\_\_\_\_

IN WITNESS whereof the Board have caused their  
Common Seal to be hereunto affixed and the Purchaser  
has hereunto set his hand and seal the day and year  
first before written. \_\_\_\_\_

THE COMMON SEAL of the  
BRITISH RAILWAYS BOARD was  
hereunto affixed in the  
presence of:-



*PLEASE ALSO  
SEAL FROM*

A PERSON AUTHORIZED

BY THE BOARD

INSTEAD OF THE SEAL, *1205/2*

SIGNED SEALED AND DELIVERED by  
the said James Tait in the  
presence of:-

*J. Tait*

*M Nicol*  
J NICOL  
6 THE OSIERS  
BUCKDEN  
CAMBS PE18 9UX  
CHARITY ADMINISTRATOR

SIGNED SEALED AND DELIVERED by  
the said Zepeda Alvaro  
Augustin Vargas in the presence  
of:-

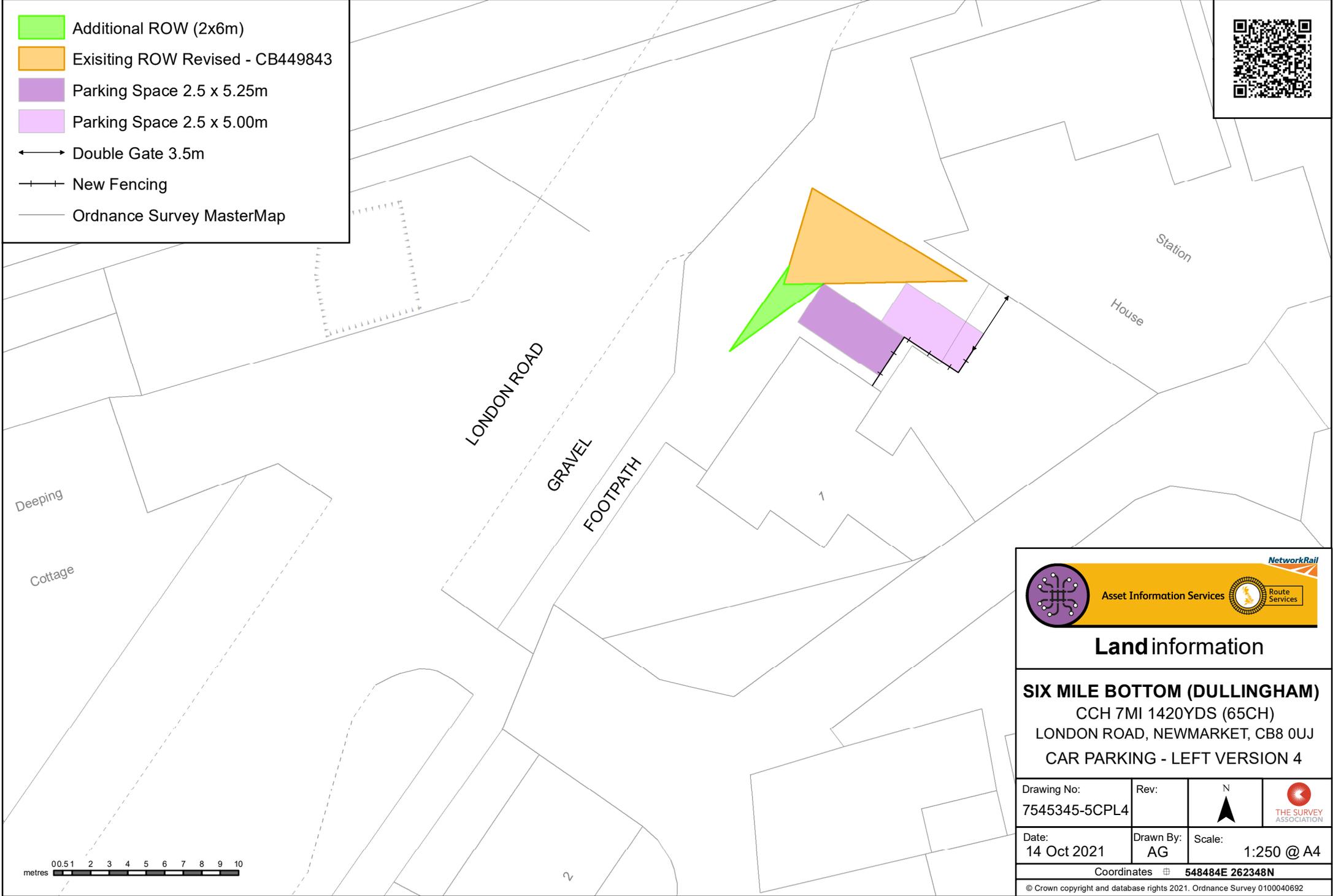
*Zepeda Alvaro*

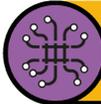
*Augustin Vargas*  
Solicitor  
Cambridge

OFFICIAL

**APPENDIX 4**

-  Additional ROW (2x6m)
-  Existing ROW Revised - CB449843
-  Parking Space 2.5 x 5.25m
-  Parking Space 2.5 x 5.00m
-  Double Gate 3.5m
-  New Fencing
-  Ordnance Survey MasterMap



			
<b>Land information</b>			
<b>SIX MILE BOTTOM (DULLINGHAM)</b> CCH 7MI 1420YDS (65CH) LONDON ROAD, NEWMARKET, CB8 0UJ CAR PARKING - LEFT VERSION 4			
Drawing No:	Rev:	N 	
7545345-5CPL4			THE SURVEY ASSOCIATION
Date:	Drawn By:	Scale:	
14 Oct 2021	AG	1:250 @ A4	
Coordinates  <b>548484E 262348N</b>			
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