

**Dated**

**2024**

**NETWORK RAIL INFRASTRUCTURE LIMITED**

**To**

**BELLAVIEW PROPERTIES LIMITED**

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**DEED OF UNILATERAL  
UNDERTAKING**

**relating to the Network Rail  
(Old Oak Common Great  
Western Mainline Track  
Access) Order 202[X]**

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**This Deed of Unilateral Undertaking** is dated the

2024 and is given by

- (1) **Network Rail Infrastructure Limited** (Company No. 02904587) whose registered office is at Waterloo General Office, London SE1 8SW (**Network Rail**)

**To**

- (2) **Bellaview Properties Limited** (Company No. 03402244) whose registered office is at c/o Stephenson Harwood LLP, 1 Finsbury Circus, London EC2M 7SH (**Bellaview**)

**Whereas**

- (A) Network Rail made an application to the Secretary of State for Transport on 17 April 2023 for the Network Rail (Old Oak Common Great Western Mainline Track Access) Order 202[X] (**Order**).
- (B) The purpose of the Order is to secure the compulsory acquisition of ~~rights~~a right in land, the temporary ~~use~~possession of land and rights to use part of the Property (as hereinafter defined) as a temporary construction compound, including construction of a ramp, which are required in relation to the proposed development of a temporary and permanent road rail vehicle access point on to the Great Western Main Line railway (**the Purposes**) to enable the delivery of the Old Oak Common Station, as well as further maintenance of the railway.
- (C) Bellaview is the freehold owner of 239 Horn Lane, London W3 9ED registered at the Land Registry under title number AGL22605 (**Property**).
- (D) Network Rail gives this Undertaking by Deed to address concerns raised by Bellaview in relation to the Order.

**It is agreed**

## **1 Interpretation**

- 1.1 In this Undertaking the words and expressions shall have the meanings given in the Recitals above or as set out below:

**BPL's Liaison Officer** means: (a) a person (if any) notified by Bellaview to Network Rail as a point of contact for Network Rail for the purposes of this Undertaking in connection with Network Rail's use of and/or the undertaking of works by Network Rail on the Scenario One Property and / or the Scenario Two Property; or (b) if no such person has been so notified, Bellaview's Company Secretary at its registered address;

**Construction Hours** means 7am to 6.15pm Monday to Friday inclusive and 7.15am to 1.15pm on Saturdays;

**CPO Compensation Code** means the obligations to pay compensation in accordance with the principles derived from the body of statute and case law and established practice applicable to the ascertainment, payment of determination of compensation in relation to compulsory acquisition including (but not limited to) the Land Compensation Acts of 1961 and 1973, the Compulsory Purchase Act 1965, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004 and the Planning Act 2008 in each case as amended from time to time;

**Development Site** means the parts of the Property shown shaded brown on the Scenario Two Plan;

**Implementation** means the carrying out in relation to the Planning Permission of any material operation as defined by section 56(4) of the Town and Country Planning Act 1990;

**Light Commercial Vehicle** means a minibus, small van and flatbed and including but not limited to vehicles in the Iveco daily range;

**Maximum Vehicle Size** means a vehicle up to 18m long, up to 3.2m wide and up to 5m high and carrying up to the maximum axle weights as defined in the Road Vehicles (Authorised Weight) Regulations 1998;

**New Warehouse** means a new warehouse constructed pursuant to the Planning Permission;

**New Warehouse Northern Entrance** means the entrance to the New Warehouse nearest to the Great Western Mainline Railway;

**New Warehouse Opening and Delivery Hours** mean the hours of 6.15am to 5.15pm Mondays to Fridays inclusive and 6.15am to 12.15pm on Saturdays [or such alternative hours agreed by Network Rail having had due regard to any representations made by Bellaview but Network Rail will have absolute discretion whether to agree alternative hours;](#)

**New Warehouse Southern Entrance** means the entrance to the New Warehouse nearest Horn Lane;

**NR's Liaison Officer** means a person notified by Network Rail to Bellaview as a point of contact for Bellaview for the purposes of this Undertaking in connection with Network Rail's use of, and/or the undertaking of works by Network Rail on, the Scenario One Property and / or the Scenario Two Property;

**Planning Permission** means planning permission granted by the London Borough of Ealing on 29 December 2023 under reference 225069FUL for construction of a building ranging in height from 6 to 15 storeys, to provide builders merchants (Use Class Sui Generis) at ground and first floor level, and 185 self-contained residential units (Use Class C3) and associated amenity space above; hard and soft landscaping works; provision of car and cycle parking; works to provide means of access for both pedestrians and vehicles from Horn Lane and all other works incidental to the development and any amendments to such planning permission granted by the local planning authority or by the Secretary of State on appeal;

**Possession** means any possession of the railway secured by Network Rail for the Purposes the duration of which is determined by Network Rail, [in consultation with freight and train operating companies, and in accordance with railway operational procedures;](#)

**Possession Period** means any period of time during which a Possession is in effect including four hours before the start of that Possession and one hour and fifteen minutes after the end of that Possession;

**Project Manager** means: (a) a person (if any) appointed by Bellaview to manage the construction of the Development Site; or (b) if no such person has been appointed, Bellaview's Company Secretary at its registered address;

[\*\*Railway Emergency\*\* means an event or circumstances;](#)

- (a) [which may cause and/or has caused danger to the health and safety of any person;](#)
- (b) [which poses an immediate threat to the safety and/or operation of railway assets and premises or the railway undertaking.](#)

**Ramp** means the ramp shown cross hatched green on the redline plan appended to this Deed at Appendix 4;

**Scenario One Notice** means [a notice served by Bellaview on Network Rail providing Network Rail with not less than 10 Working Days' Notice that Bellaview wishes the Scenario One Site Sharing to apply.](#)

**Scenario One Plan** means the plan appended at Appendix 1;

**Scenario One Property** means the parts of the Property shown (for identification purposes only) cross hatched on the Scenario One Plan (and for the avoidance of doubt excludes the Scenario One Retained Land);

**Scenario One Retained Land** means that part of the Property shown (for identification purposes only) coloured green and not cross hatched on the Scenario One Plan;

**Scenario One Site Sharing** means [the site sharing arrangements provided for at paragraphs 1 – 2 of Schedule 1 to this Deed.](#)

**Scenario Three Plan** means the plan appended at Appendix 3;

**Scenario Two Notice** means [a notice served by Bellaview on Network Rail providing Network Rail with not less than 10 Working Days' Notice that Bellaview wishes the Scenario Two Site Sharing to apply.](#)

**Scenario Two Plan** means the plan appended at Appendix 2;

**Scenario Two Property** means the parts of the Property shown (for identification purposes only) cross hatched on the Scenario Two Plan (and for the avoidance of doubt ~~excluding~~[excludes](#) the Scenario Two Retained Land);

**Scenario Two Retained Land** means that part of the Property as shown (for identification purposes only) coloured green and not cross hatched on the Scenario Two Plan;

**Scenario Two Site Sharing** means [the site sharing arrangements provided for at paragraphs 3 – 6 of Schedule 1 to this Deed;](#)

**Warehouse** means the existing warehouse, its yard and parking area shown marked "Warehouse" and shaded blue on the Scenario One Plan

**Warehouse Opening and Delivery Hours** means the hours of 6.15am to 5.15pm Mondays to Fridays inclusive and 6.15am to 12.15pm on Saturdays [or such alternative hours agreed by Network Rail having had due regard to any representations made by Bellaview but Network Rail will have absolute discretion whether to agree alternative hours;](#)

**Warehouse Northern Entrance** means the entrance to the Warehouse nearest to the Great Western Mainline Railway;

**Warehouse Southern Entrance** means the entrance to the Warehouse nearest Horn Lane;

**Warehouse Tenant** means Bellaview's tenant of the Warehouse or the New Warehouse;

**Working Day** means any day from Monday to Friday inclusive which is not Christmas Day, Good Friday or a statutory holiday

1.2 Where the context so requires:

- (a) the singular includes the plural;
- (b) references to any party shall include the successors in title of that party;
- (c) where a party includes more than one person any obligations of that party shall be joint and several only where expressly stated to be so;
- (d) references to clauses and schedules are references to clauses and schedules in this Deed;
- (e) any reference to any enactment shall include any statutory modification extension or re-enactment of that enactment for the time being in force;
- (f) words importing gender shall include the masculine, feminine and neuter genders;
- (g) words importing persons shall include firms, companies and corporations and vice versa; and
- (h) "including" means "including, without limitation".

1.3 Where a plan attached to this Deed shows the boundary of an area edged in red and the red line is drawn over the top of a black line it is the black line which shows the boundary of the relevant area.

## **2 Legal Effect**

2.1 The obligations in clause 3 of and the Schedule to this Deed are conditional on the Order being made by the Secretary of State for Transport and implemented by Network Rail.

2.2 If the Order having been made by the Secretary of State expires without having been implemented, or is revoked or otherwise withdrawn or quashed following a successful legal challenge this Deed shall cease to have effect.

2.3 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

2.4 Network Rail does not intend that anyone other than Bellaview and its successors in title should be able to enforce the terms of this Deed by virtue of the Contracts (Rights of Third Parties) Act 1999.

2.5 References in this Deed to Network Rail include its successors in statutory function and include persons deriving title through or under them.

## **3 Covenants**

3.1 Subject to clause 3.2, Network Rail hereby irrevocably undertakes to Bellaview on behalf of itself and any person to whom powers under the Order have been transferred:

- (a) to exercise any powers of temporary possession under the Order in relation to any part of the Property only in accordance with the terms of this Deed but for the avoidance of doubt this Deed does not apply to the exercise by Network Rail of powers under article 6 (power to acquire new ~~rights~~right) under the Order;
- (b) to provide the BPL's Liaison Officer with the contact details of the NR Liaison Officer at least 14 Working Days before Network Rail intends to take possession of any part of the Property and:
  - (i) those contact details will include as a minimum a name, a mobile phone number, email address and details of the NR Liaison Officer's physical place of work;
  - (ii) Network Rail may at any time appoint a different individual as the NR Liaison Officer and in such case will provide the BPL's Liaison Officer with the details referred to above within 10 Working Days' of that individual's appointment;
  - (iii) where the NR Liaison Officer is unavailable for any material period of time, for example due to sickness or holidays, then the BPL's Liaison Officer will be given notice of the above details for an alternative temporary appointee as soon as reasonably practicable with a view to ensuring that the BPL's Liaison Officer will have an appointee it can contact at all times;
- (c) to comply with the covenants restrictions and obligations in Schedule 1; ~~and~~
- (d) to provide the BPL's Liaison Officer with details in writing of any Possession Period not less than 6 months before that Possession Period is due to commence and thereafter with not less than ~~40~~20 Working Days' notice of any change to a Possession Period of which the BPL's Liaison Officer has previously been notified; and
- (e) to work in a cooperative and collaborative manner with Bellaview to achieve collaborative solutions to enable both Network Rail's use of and works on the Property together with either:
  - (i) the operation of a builder's merchant from the Warehouse and the New Warehouse; or
  - (ii) the progress of development on the Development Site in accordance with the Planning Permission.

3.2 If Bellaview and Network Rail so agree, any commitments made by Network Rail in this Deed, including the covenants in Schedule 1, may be amended, cancelled or replaced. Any such agreement must be made by written deed.

#### **4 Compensation and mitigation**

4.1 Network Rail acknowledge that Bellaview will be entitled to claim compensation under the Compensation Code in respect of the exercise of powers by Network Rail pursuant to the Order as restricted by this deed. Nothing in this Deed of Undertaking is intended to prejudice any claim Bellaview may be entitled to make for compensation pursuant to the Compensation Code.

- 4.2 Network Rail has given this Undertaking by Deed in order to achieve a collaborative solution and to avoid or mitigate the impacts on the Property of the exercise of the powers pursuant to the Order.

## **5 Notices**

Any notice given under or in relation to this Deed must be in writing and must refer to this Deed and will be deemed to be sufficiently served if sent by recorded delivery, registered post, or hand delivered.

## **6 Governing Law**

This Deed is governed by and interpreted in accordance with the laws of England.

**IN WITNESS** whereof Network Rail has executed this undertaking as a Deed and it is delivered on the date first above written

## Schedule 1

### Network Rail's Covenants

#### Scenario 1 Property

1 ~~If Network Rail receives a prior written notice from Bellaview providing Network Rail with 10 Working Days' prior notice that Bellaview requires the Scenario One Property to operate a builders' merchant business from the Warehouse,~~ Network Rail will, subject to paragraph 2, only exercise the following rights over the Scenario One Property, notwithstanding the rights granted to Network Rail under the Order:

- (a) over the part of the Scenario One Property shown coloured pink and hatched on the Scenario One Plan:
  - (i) subject to paragraph (c) below, a right of way at all times to pass and repass with or without vehicles up to the Maximum Vehicle Size;
  - (ii) subject to paragraph (c) below, a right to install a gate and associated fencing and to operate a gate at all times, the approximate location of which is shown by a black line on the Scenario One Plan with the precise location to be determined by Network Rail (having given the BPL's Liaison Officer an opportunity to provide its comments in writing on the precise location and used reasonable endeavours to take such comments on board) and acting reasonably and Bellaview and any Warehouse Tenant will be permitted access through such gate during Warehouse Opening and Delivery Hours but Bellaview and the Warehouse Tenant will not be able to have access through such gate during a Possession Period. Access through the gate by Bellaview and the Warehouse Tenant outside of Warehouse Opening and Delivery Hours and a Possession Period will be subject to agreement by Network Rail in its absolute discretion;
  - (iii) subject to Network Rail giving to the BPL's Liaison Officer not less than 10 Working Days' prior notice, a right to park vehicles up to the Maximum Vehicle Size, to reprofile the surface, and to undertake utilities works and other associated works for the ground lowering associated with the provision of the Ramp and/or to store materials, plant and machinery for the purposes of constructing the Ramp or the new road rail access point on the part of the Scenario One Property shown coloured pink and hatched and to the north of the gate installed pursuant to paragraph 1(a)(ii) for a period of up to 4 weeks; and
  - (iv) subject to paragraph (c) below a right to park vehicles up to the Maximum Vehicle Size and to store materials, plant and machinery on the following basis:
    - (A) during a Possession Period, at any time;
    - (B) outside a Possession Period, at any times outside of the Warehouse Opening and Delivery Hours but Network Rail will not park vehicles or store plant and machinery on the part of the Scenario One Property shown coloured pink and hatched perpendicular to the railway



between ~~5.15pm~~6.15am on any Monday and ~~6.15am~~12.15pm on the following Saturday.

- (b) over the part of the Scenario One Property shown coloured green and hatched on the Scenario One Plan:
- (i) subject to paragraph (c) below a right of way at all times to pass and repass with or without vehicles up to the Maximum Vehicle Size;
  - (ii) subject to paragraph (c) below a right to park vehicles up to the Maximum Vehicle Size and to store materials, plant and machinery on the following basis:
    - (A) during a Possession Period, at any time;
    - (B) outside a Possession Period, at any times outside of the Warehouse Opening and Delivery Hours but Network Rail will not park vehicles or store plant and machinery on the part of the Scenario One Property shown coloured green and hatched and on the south side of the gate between 6.15am on any Monday and 12.15pm on the following Saturday; and
    - (C) if Bellaview requires access to the green hatched area outside of Warehouse and Delivery Hours when there is no Possession such access would be subject to agreement by Network Rail in its absolute discretion.
  - (iii) subject to paragraph (c) below, a right to install a gate and associated fencing and to operate a gate at all times, the approximate location of which is shown by a black line on the Scenario One Plan with the precise location to be determined by Network Rail (having given Bellaview an opportunity to provide its comments in writing on the precise location and used reasonable endeavours to take such comments on board) and acting reasonably (and for the avoidance of doubt, the gate to be installed is not in addition to the gate referred to in paragraph 1(a)(ii)), and Bellaview and any Warehouse Tenant will be permitted access through such gate during Warehouse Opening and Delivery Hours but Bellaview and the Warehouse Tenant will not be able to have access through such gate during a Possession Period. Access through the gate by Bellaview and the Warehouse Tenant outside of Warehouse Opening and Delivery Hours and a Possession Period will be subject to agreement by Network Rail in its absolute discretion; and
- (c) Subject to the provisions of paragraph 2 below, the exercise of the rights referred to in (a)(i), (ii) and (iv) and (b)(i),(ii) and (iii) above will not:
- (i) during Warehouse Opening and Delivery Hours outside of a Possession Period, prevent access to and egress from the Warehouse Northern Entrance by Bellaview, a Warehouse Tenant and Bellaview's and any Warehouse Tenant's employees and contractors; and
  - (ii) at any time (including during a Possession Period), prevent Bellaview, any Warehouse Tenant and Bellaview's and any Warehouse Tenant's employees, customers, contractors and other legitimate and lawful visitors from gaining

access to and egress from the Warehouse via the Warehouse Southern Entrance.

- 2 In exercising its rights pursuant to the Order and notwithstanding paragraphs 1(a) to (c) above, Network Rail may require to possess land pursuant to the Order or carry out operations which will prevent Bellaview's ability to operate a builders' merchant from the Warehouse on the basis of ~~matters concerning the safety and/or operation of the railway and/or operations of Network Rail in their capacity as the railway infrastructure manager~~ a Railway Emergency and in such case:
- (a) the NR Liaison Officer will contact the BPL Liaison Officer as soon as the need for the restriction becomes apparent giving as much notice as reasonably practicable (except ~~in~~ where the nature of the emergency is such that the possession of land or the carrying out of operations must be immediate, or there is a Possession overrun, when the required notice ~~may~~ can only be given to Bellaview following Network Rail having prevented Bellaview's ability to operate a builders' merchant from the Warehouse) providing details of the duration and nature of the restriction;
  - (b) the NR Liaison Officer must have regard to any proposals provided to them by the BPL Liaison Officer to mitigate as far as reasonably practicable any restriction on Bellaview's ability to operate a builders' merchants from the Warehouse and Network Rail must endeavour to comply with such proposals where it is in Network Rail's opinion reasonably practicable to do so.

### **Scenario Two Property**

- 3 If Network Rail receives a ~~prior written notice from Bellaview providing Network Rail with 10 Working Days' prior notice that Bellaview requires the~~ Scenario Two ~~Property to redevelop the Development Site.~~ Notice Network Rail will, subject to paragraph 6, only exercise the following rights over the Scenario Two Property, notwithstanding the rights granted to Network Rail under the Order (and following receipt of a Scenario Two Notice by Network Rail and the expiry of the relevant notice period the Scenario One Site Sharing will cease to apply):
- (a) over the part of the Scenario Two Property shown coloured pink and hatched on the Scenario Two Plan:
    - (i) subject to paragraph (c) below a right of way to pass and repass at all times with or without vehicles up to the Maximum Vehicle Size; and
    - (ii) subject to paragraph (c) below a right to install a gate and associated fencing and to operate a gate at all times the approximate location of which is shown by a black line on the Scenario Two Plan with the precise location to be determined by Network Rail (having given the BPL's Liaison Officer an opportunity to provide its comments in writing on the precise location and used reasonable endeavours to take such comments on board) and acting reasonably and Bellaview will be permitted access through such gate during Construction Hours but Bellaview will not be able to have access through such gate during a Possession Period. Access through the gate by Bellaview outside of Construction Hours and a Possession Period will be subject to agreement by Network Rail in its absolute discretion; and
    - (iii) subject to Network Rail giving to the Project Manager not less than 10 Working Days' prior notice, a right to park vehicles up to the Maximum Vehicle Size, to reprofile the surface, and to undertake utilities works and other

associated works for the ground lowering associated with the provision of the Ramp and/or store materials, plant and machinery for the purposes of construction of the Ramp or the new road rail access point on the part of the Scenario Two Property shown coloured pink and hatched and to the north of the gate installed pursuant to paragraph 2(a)(ii) only for a period of up to 4 weeks;

- (iv) subject to paragraph (c) below a right to park vehicles up to the Maximum Vehicle Size and to store materials, plant and machinery on the following basis:

- (A) during a Possession Period, at any time;

- (B) outside a Possession Period, at any times outside of the Construction Hours but Network Rail will not park vehicles or store plant and machinery on the part of the Scenario Two Property shown coloured pink and hatched perpendicular to the railway between ~~6.15pm~~ 7am on any Monday and ~~7.15am~~ 1.15pm on the following Saturday or if the New Warehouse is operational, between ~~5.15pm~~ 6.15am on any Monday and ~~6.15am~~ 12.15pm on the following Saturday.

- (b) over the parts of the Scenario Two Property shown coloured green and hatched on the Scenario Two Plan :

- (i) subject to paragraph (c) below a right of way to pass and repass at all times with or without vehicles up to the Maximum Vehicle Size;

- (ii) subject to paragraph (c) below a right to park vehicles up to the Maximum Vehicle Size and to store materials, plant and machinery on the following basis:

- (A) during a Possession Period, at any time;

- (B) outside a Possession Period, at any times outside of the Construction Hours but Network Rail will not park vehicles or store plant and machinery on the part of the Scenario Two Property shown coloured green and hatched and on the south side of the gate between 7am on any Monday and 1.15pm on the following Saturday or if the New Warehouse is operational, between 6.15am on any Monday and 12.15pm on the following Saturday; and

- (C) if Bellaview requires access to the green hatched area outside of Construction Hours, or New Warehouse Opening and Delivery Hours when there is no Possession such access would be subject to agreement by Network Rail in its absolute discretion;

- (iii) subject to paragraph (c) below a right to install a gate and associated fencing the approximate location of which is shown by a black line on the Scenario Two Plan the precise location to be determined by Network Rail (having given Bellaview an opportunity to provide its comments in writing on the precise location and used reasonable endeavours to take such comments on board) and acting reasonably (and for the avoidance of doubt, the gate to be installed is not in addition to the gate referred to in paragraph 3(a)(ii)) and Bellaview will be permitted access through such gate during Construction Hours but

Bellaview will not be able to have access through such gate during a Possession Period. Access through the gate by Bellaview outside of Construction Hours and a Possession Period will be subject to agreement by Network Rail in its absolute discretion

- (c) If Bellaview have commenced operation of the New Warehouse, subject to the provisions of paragraph 6 below, the exercise of the rights referred to in (a)(i),(ii) and (iv) and (b)(i),(ii) and (iii) above will not:
- (i) during New Warehouse Opening and Delivery Hours outside of a Possession Period, prevent access to and egress from the New Warehouse Northern Entrance by Bellaview, a Warehouse Tenant and Bellaview's and any Warehouse Tenant's employees and contractors; and
  - (ii) at any time (including during a Possession Period), prevent Bellaview, any Warehouse Tenant and Bellaview's and any Warehouse Tenant's employees, customers, contractors and other legitimate and lawful visitors from gaining access to and egress from the New Warehouse via the New Warehouse Southern Entrance.
- (d) If Network Rail has received from Bellaview a notice in writing giving not less than 6 months' notice to Network Rail that it requires the rights reserved for Network Rail by paragraph 3(b) to be suspended in respect of parts of the Scenario Two Property shown coloured green and hatched on the Scenario Two Plan and for such periods specified in the notice (**Suspension Notice**) to enable Bellaview to construct columns comprising part of the development authorised by the Planning Permission, the following shall apply:
- (i) if Network Rail agrees with the areas and dates specified in the Suspension Notice such rights will not be exercised by Network Rail during the dates and in respect of the areas specified and Network Rail will liaise with the Project Manager in relation to the operation of the suspension and Network Rail undertakes that its rights may be suspended for up to 4 separate periods each of up to 2 weeks only;
  - (ii) if Network Rail does not agree with the areas and dates specified in the Suspension Notice because of the impact of the suspension of its reserved rights on its construction programme, Network Rail may notify Bellaview that it does not agree to its rights being suspended as proposed and in such circumstances Network Rail must provide to Bellaview alternative dates on which its rights over the areas specified in the Suspension Notice can be suspended and following receipt of a notice from Bellaview that the alternative dates are acceptable Network Rail's rights will be suspended during such alternatives dates.
- (e) If Network Rail receives a written notice from Bellaview stating that Bellaview require use of land coloured green on the Scenario Two Plan for the purpose of carrying out works on that land in connection with the implementation and building out of the development permitted by the Planning Permission, Network Rail will use reasonable endeavours to agree arrangements for the carrying out of such works but such works must not materially affect or delay Network Rail's own works that relate to the Purposes.

~~(e)~~ (f) Once the New Warehouse is operational, references in this paragraph 3 to Construction Hours must be read as New Warehouse Opening and Delivery Hours.

- 4 In respect of Network Rail's use of the Scenario Two Property, if Bellaview grants to Network Rail for the benefit of the Scenario Two Retained Land a right to park vehicles on the land shown coloured grey and hatched on the Scenario Three Plan (or such other land within the Property which Network Rail considers provides Network Rail with suitable access and egress and the ability to park at least three Light Commercial Vehicles) in such form as Network Rail considers satisfactory then Network Rail will release the right reserved by Network Rail pursuant to paragraph 3(b)(ii) in respect of the part of the Scenario Two Property coloured green and hatched and ~~labelled~~ parallel to Horn Lane and forming part of Plot 4 on the Scenario Three Plan but for the avoidance of doubt that right will continue in respect of the remainder of the Scenario Two Property coloured green and hatched on the Scenario Three Plan.
- 5 The right granted under paragraph 4 above may provide for Bellaview to switch the location of Network Rail's right to park from time to time from the land shown coloured grey and hatched on the Scenario Three Plan (or such other land described in paragraph 4) to the land coloured green and hatched and labelled Plot 4 on the Scenario Three Plan and back again as the requirements of construction on the Development Site might dictate, and as notified by the Project Manager to the ~~NR's~~ Liaison Officer PROVIDED ALWAYS that Network Rail will retain at least three individually accessible parking spaces accessible to Light Commercial Vehicles.
- 6 In exercising its rights pursuant to the Order and notwithstanding paragraphs 3 to 5 above, Network Rail may require to possess land pursuant to the Order or carry out operations which will restrict Bellaview's ability to progress construction of the development pursuant to the Planning Permission at the Development Site or to operate a builders' merchant from the New Warehouse on the basis of ~~matters concerning the safety and/or operation of the railway and/or operations of Network Rail in their capacity as the railway infrastructure manager~~ a Railway Emergency and in such case:
- (a) the NR Liaison Officer will contact the BPL Liaison Officer as soon as the need for the restriction becomes apparent giving as much notice as possible (except ~~in any where~~ the nature of the emergency ~~or is such that the~~ possession of land or the carrying out of operations must be immediate, or there is a Possession overrun, when the required notice may be given to Bellaview following Network Rail having restricted Bellaview's ability to progress construction on the Development Site or prevented Bellaview's ability to operate a builders' merchant from the New Warehouse) providing details of the duration and nature of the restriction;
- (b) the NR Liaison Officer must have regard to any proposals provided to them by the Project Manager to mitigate as far as reasonably practicable any restriction on Bellaview's ability to progress construction on the Development Site or to operate a builders' merchant from the New Warehouse and Network Rail must endeavour to comply with such proposals where it is in Network Rail's opinion reasonably practicable to do so.
- 7 If Scenario Two Site Sharing applies, Bellaview may serve a Scenario One Notice and following expiry of the relevant notice period Scenario One Site Sharing will apply.
- 8 ~~7~~ For the avoidance of doubt, this Undertaking does not restrict the exercise of Network Rail's rights as may be granted by the Order over any parts of the Property shown coloured green (and not hatched) on the Scenario One Plan and/or the Scenario Two Plan.



<b>EXECUTED AS A DEED by</b>	)	
<b>NETWORK RAIL INFRASTRUCTURE</b>	)	.....
<b>LIMITED</b> acting by its attorney	)	Acting as attorney for <b>NETWORK RAIL</b>
.....	)	<b>INFRASTRUCTURE LIMITED</b>
in exercise of a power of attorney dated	)	
<u>04 December 2023</u>	)	
in the presence of:	)	

Signature of Witness: .....

Name: .....

Address: .....

I confirm that I was physically present when ..... signed this Deed

Signature of Witness: .....

**APPENDIX 1**  
**SCENARIO ONE PLAN**



## **APPENDIX 2**

### **SCENARIO TWO PLAN**

## **APPENDIX 3 SCENARIO 3 PLAN**

## **APPENDIX 4 REDLINE PLAN**

Document comparison by Workshare 10.0 on 23 February 2024 15:50:15

Input:	
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Document 2 ID	iManage://AG/LIVE/79807818/8
Description	#79807818v8<LIVE> - Horn Lane, Unilateral Deed of Undertaking ENGROSSMENT 22/02/24
Rendering set	Standard

Legend:	
<u>Insertion</u>	
<del>Deletion</del>	
<del>Moved from</del>	
<u>Moved to</u>	
Style change	
Format change	
<del>Moved deletion</del>	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	95
Deletions	40
Moved from	2
Moved to	2
Style change	0
Format changed	0
Total changes	139