

13 November 2015

Planning Inspectorate  
3/18 Eagle Wing  
Temple Quay House  
2 The Square  
Bristol  
BS1 6PN

**By email only**

**Email: A14cambridgetoHuntingdon@pins.gsi.gov.uk**

**Bond Dickinson LLP**

St. Ann's Wharf  
112 Quayside  
Newcastle upon Tyne  
NE1 3DX

Tel: 0345 415 0000  
Fax: 0345 415 5256  
DX: 61191 Newcastle upon Tyne

stephen.dagg@bonddickinson.com  
Direct: 0191 230 8977  
Mobile: 07595 122 051

Our ref:  
SMD4/SMD4/300932.5126  
Your ref:  
TR10008

Dear Sirs

**Application for the A14 Cambridge to Huntingdon Improvement Scheme Development Consent Order**

**Our Client: Network Rail Infrastructure Limited ("Network Rail")**

**Unique Reference Number: 10031042**

In advance of the closure of the above Examination today, we are writing to update you in relation to negotiations between Network Rail and Highways England.

Negotiations have been on-going throughout the examination process on a Framework Agreement. Unfortunately, however, a few points of principle remain and it is not clear at the time of writing whether they can be overcome.

Accordingly Network Rail has asked me to write to you make the following points:

1. Protective Provisions:
  - a. It is understood that there is only one area of difference between Network Rail and Highways England in relation to the Protective Provisions enclosed with our letter of 28 August 2015, namely whether a 12 or 24 month period should be included in paragraph 9(1) of the Protective Provisions (paragraph 63(1) in the Examining Authority's Order).
  - b. Due to the extent and complexity of the proposed works it is unlikely that all of the effects on the Network would become apparent within a 12 month period.
  - c. The 24 month period has been required by Network Rail in all development consent orders and has been accepted in previous examinations.
  - d. Moreover, the 24 month period was accepted by the then Highways Agency in the A160/A180 (Port of Immingham Improvement) Development Consent Order 2015.
  - e. Network Rail's firm representation in this regard is therefore that the period should be **24 months** and that the form of the Protective Provisions should precisely follow that enclosed with our letter of 28 August 2015 (and Network Rail's Deadline 13 Response).
2. Network Rail's Network Licence places Network Rail under a general duty to secure the continued operation of the rail network. Any disposal of land must be considered in this context and the Protective Provisions are required in order to allow Network Rail to comply with this duty. There are specific mechanisms in Network Rail's template agreements which allow the

carrying out of works on railway land, and subject to railway operational procedures, internal clearance etc, it is likely that many of Highways England's proposed works could be carried out under such documents. However Network Rail remains particularly concerned about two issues:

- a. Network Rail has been asking Highways England for sufficient information to allow it to undertake its internal clearance on land disposal since at least January 2015, however the majority of this information was not provided until last week. As a result, internal clearance has not been obtained in respect of the disposal of much of the land and many of the rights and interests sought by Highways England. It is not therefore possible at this stage to say whether the land and rights sought could be transferred and what conditions would attach to such transfers. In short it is not possible to provide any assurances (even in principle) that Network Rail can give Highways England the land and rights they are seeking.
  - b. The operational implications of the loss of approximately 170 car parking spaces as a result of works to construct a new road through the existing station car park (ie comprised in Plot 34/32a). Network Rail is concerned that the impacts of the taking of the station car park have not been properly assessed, and the required mitigation measures which should have been put in place and secured as part of the DCO process have not been provided. The Framework Agreement would have provided a mechanism designed to secure the construction of car park decking to replace this lost parking, however in the absence of such an agreement these works have not been secured since they do not form part of the scheme.
3. In the absence of agreement on the Protective Provisions and in light of the above, Network Rail maintains its objection to the scheme, including its objections under Sections 127 and 138 of the Planning Act 2008.

We would be grateful if you could confirm receipt of this letter.

Yours faithfully

Bond Dickinson LLP

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