PLANNING ACT 2008

THE INFRASTRUCTURE PLANNING (EXAMINATION PROCEDURE) RULES 2010 ("2010 RULES")

APPLICATION FOR THE PROPOSED ABLE ENERGY MARINE PARK DEVELOPMENT CONSENT ORDER

WRITTEN REPRESENTATION SUBMITTED ON BEHALF OF

NETWORK RAIL INFRASTRUCTURE LIMITED AND ANSWERS TO

QUESTIONS 62 TO 66 IN THE LETTER UNDER RULE 8 OF THE 2010 RULES DATED 31ST MAY 2012

Planning Inspectorate Reference Number: TR030001

Unique Objector Reference: [redacted]

Eversheds LLP
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(Our Ref: ClarkJZ)

Answers to questions raised by the Examining authority

1. *Qu 62: Would Network Rail explain further why it contests the validity or applicability of s.47(1) of the draft DCO to the effect that the proposed modification would constitute a minor modification for the purposes of Part 4 of the Railways Act (RA2005), given that :-*

   (a) *S.34(2) of the RA2005 gives the power to determine that a closure is a minor modification to the Secretary of State for Transport who would make the Order; and (or alternatively)*

   (b) *S. 35 of the RA2005 relates to the impacts on passengers and stations?*

NR response:

1.2 Network Rail does not dispute that s.34(3) provides that the Secretary of State may make a determination that a closure is a minor modification nor that section 35 relates to the provision of passenger services. However, as mentioned in paragraph 14 of the Relevant Representation, the closure of the Killingholme Branch Line should not be treated as a minor modification because it does not come within the definition of section 35. The clear intention of the minor modification process as set out in RA2005, is that it relates to passenger services where a closure of that part of the network does not cause disruption to the travelling public.

1.3 The section of the network that is proposed to be subject to article 47(1) of the draft DCO is part of the Killingholme Branch Line ("KIL2"). KIL2 is operational railway, used for the transport of freight and in respect of which there are existing connection agreements with C.Gen Killingholme Limited ("CPK") and Associated British Ports ("ABP"). As referred to in paragraph 14 of the Relevant Representation, Network Rail is required to obtain Network Change authorisation in order to effect the closure of the line. Network Change is a requirement of the Network Code. The Network Code is a common set of contractually binding rules and industry procedures that apply to all parties who have a contractual right of access to the track owned and operated by Network Rail. Appeals from decisions made under the Network Code can be made through the industry's "Access Disputes" procedure which can ultimately can lead to determination by the Office of Rail Regulation ("the ORR"). The purpose of Network Change is to protect the

access beneficiaries (i.e. the Network Rail customers using the network, in this case CPK and ABP) from the closure of part of the network without being giving an opportunity to put forward their case regarding the use of that part of the Network. A detailed explanation of the Network Change procedure is set out in paragraphs 3.3 and 3.4 of the Written Representation. For the purpose of this response, it is significant to note that, in the event of a dispute as to whether a Network Change should be made, the matter can be referred to the ORR for determination.

1.4 Network Rail contests the validity and applicability of s.47(1) of the draft DCO on the basis that sections 34 and 35 of RA2005 are not intended to apply to the closure of parts of the network bearing the characteristics of KIL2; i.e. network that is subject to existing contractual obligations for the provision of access to the network and for the running of freight operations. The proposed effect of s.47 is to undermine the regulatory framework applicable to the closure of KIL2, in applying an inappropriate closure process to that part of the network. Network Rail is extremely concerned about the wider implications that might arise from setting a precedent of this nature.

2. *Qu 63: With specific reference to section 12.3 of its Relevant Representation, what Protective Provisions would Network Rail consider appropriate if the proposed development were to be approved, with or without the acquisition of Network Rail Land through the development site?*

NR response:

2.1 We refer to section 4 of the Written Representation and Annex 1 to the Written Representation (draft protective provisions).

3. *Qu 64: With specific reference to Sections 7 and 8 of its Relevant Representation, would Network Rail clarify whether it would still now object to the acquisition of its land even if C.RO (formerly Humber Sea Terminal) were to give consent?*

NR response

3.1 Network Rail would continue to object to the acquisition of its land if C.RO (or, as defined above CPK) were to consent to that acquisition for the following reasons:

3.1.1 The compulsory acquisition of plots numbers: 02008, 03013, 03014, 03015, 04004, 04013, 04014, 04024, 04025, 05023 to 05028 and 07001 ("the Land") would prevent Network Rail from developing the network as identified in The Route Utilisation Strategy for Freight (March 2007) ("RUS 2007"). RUS 2007 refers to a gap in capacity on the west side of the Port of Immingham and identifies the Killingholme Loop Project as a means to deal with this deficiency. This began as a

scheme to build a new section of railway from the Killingholme Branch to the Lindsey Oil Refinery (Scheme 1 under Killingholme Loop) and has since developed to include two additional schemes that are related to improving capacity for train paths on the west side of the Port of Immingham to all new developments on land at this location and also to the Humber International Terminal 2 (HIT2).

3.1.2 The "HIT2 Head Shunt Extension" is the third of the schemes identified under the Killingholme Loop proposals, and is described in detail by reference to Annex 2, parts 1, 2 and 3 to the Written Representation. It is proposed that HIT2 Head Shunt Extension is taken forward in Control Period 4 2009 to 2014 ("CP4"). As demonstrated by the area shown edged red on Plan No. 27122 (Annex 2 to the Written Representation), the HIT2 Head Shunt Extension involves development on the Land, and the proposed compulsory purchase therefore jeopardizes the scheme.

3.1.3 ABP and Network Rail are in advanced discussions concerning the HIT2 Head Shunt Extension. The scheme includes proposals to slue the Killingholme Branch and provide new sidings on the Land for increasing rail capacity for servicing the Port of Immingham. The requirement for increased capacity is connected with the development of renewable energy plant at the Port of Immingham, which will increase the demand on the railway in that area. Network Rail is duty bound by the conditions of the Network Licence **1** to take into account the future requirements of ABP. If HIT2 Head Shunt Extension cannot go forward then the new £70m biomass handling facility it is proposed to serve will not be able to proceed as the Killingholme branch, in its current form, has insufficient capacity for the trains required to serve it.

3.1.4 Based on Licence conditions 1.4 and 1.5, as operator of the Railway Infrastructure, Network Rail considers it important for the confidence of other potential users of the railway line that the railway through the AMEP site is in the overall control of Network Rail. This is because Network Rail is aware of development planning of renewable energy plant in the area and considers an increase in demand on the network, likely.

4. *Qu 65: The Route Utilisation Strategy for Freight, published in March 2007, identifies the Killingholme Loop as a project for Control Period 4 (2009 to 2014).*

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[1] Licence condition 1.4 "The Licence holder shall plan the means by which it will comply with the general duty in condition 1.2 over the short, medium and long term to meet reasonably foreseeable demand for rail services"; and Licence condition 1.5 "In complying with condition 1.4 the Licence holder shall consult, and take into account the views of, persons providing services relating to railways and funders so as to facilitate industry wide planning".

Is this still Network Rail's intention, or has the place of the Killingholme Loop project in the overall programme changed or slipped?

Network Rail response

4.1 The Killingholme Loop project, as identified in RUS 2007, covers 3 different schemes all of which are related to improving capacity for train paths on the west side of the Port of Immingham and in particular to the Humber International Terminal 2 (HIT2) coal and proposed biomass handling facilities, as referred to in the response to Qu 64 above. The requirement to increase capacity is due to lack of capacity for trains on the section of the Killingholme Branch known as KIL1. The RUS 2007 recommended scheme was to provide access between the Lindsey Oil refinery and the Killingholme Branch (Gap 10.7 in the Freight RUS Mar 2007) ("Scheme 1"). This Scheme 1 is shown for identification purposes by the dotted red line on Plan No 27122 (Annex 2 to the Written Representation). Scheme 1 has been evaluated and discounted. However, the RUS 2007 also states that further options have been developed since consultation on that document and as a development of the work on Scheme 1, two further options have been identified as Killingholme Loop schemes. These are: :

4.1.1 Scheme 2. The provision of a new railway line which would run west from the Port of Immingham via the existing Killingholme Branch and then over a combination of the mothballed track-bed between the points marked B and C, and a new section of railway shown by blue line on Plan No 27122 (Annex 2 to the Written Representation). This would join into the Network Rail line known as the Barton on Humber branch.

4.1.2 Scheme 3. The HIT2 Head Shunt Extension, which is described in Network Rail's response to 'Question 64', and shown in detail in the Functional Specification and Plan at Annex 1 to this Written Representation.

4.2 The proposals in paragraph 4.1.1 have been discounted for the current time on the basis that the rail capacity requirements of the Port of Immingham can be met through less costly developments such as those described in paragraph 4.1.2. However, it is important to note that Network Rail considers it strategically important to retain the capability to be able to implement these proposals in the long term. This is due to the potential for further substantial changes in demand for train services in this South Humber Location, following the development of sites used for port related activities and that may require the distribution of imported goods by rail. These sites are on the South Bank of the Humber, and include the continued expansion of biomass traffic to the Port of Immingham, the Able Humber Port Logistics park and also the CPK and C.Gen

sites. In addition, Network Rail understand the Able AMEP Scheme itself to potentially require rail service to the site. The initial forecast of the increase in rail traffic consequential on the construction of a biomass facility in the area is an additional 24 trains per day, onto the south end of the Killingholme Branch[2].

4.3 The limited capacity of KIL1[3] could not cope with the intensification if all of the sites referred to in paragraph 4.2 sought to increase traffic via the existing route to the rest of the rail network. Any such intensification of demand will require another route, such as the Scheme 2 identified in the Killingholme Loop Scheme (and described in paragraph 4.1.1 above). Such future planning is in accordance with Network Rail's duties under the Network Licence.

4.4 As set out in Network Rail's response to 'Question 64', the HIT2 Head Shunt Extension (or Scheme 3) is planned development for CP4 in accordance with the programme identified in RUS 2007.

5. *Qu 66: Has Network Rail undertaken preliminary or detailed planning for the Killingholme Loop project? Is Network Rail in a position to say whether this scheme would require all or primarily the existing alignment towards Goxhill, or a partial new alignment that might affect the proposed development?*

NR response:

5.1 A preliminary study was undertaken which evaluated various options in the period June to November 2007. As set out in the response to question 65, the results of that preliminary study are that the preferred option for progressing in CP4 is the HIT2 Head Shunt Extension. In addition, it is considered strategically important to protect the option to use the mothballed track towards Goxhill (Scheme 2). A copy of the study entitled "Killingholme/Goxhill/HIT Track Enhancements" is attached at Annex 6. This followed on from the work that discounted the original Scheme 1 for the Killingholme Loop specified in the RUS 2007.

5.2 Plan No 22174 (Annex 1, Part 2) shows the HIT2 Head Shunt Extension, on which the boundary of the Land has been superimposed by green hatch. Scheme 3 is the subject of detailed planning and requires the land identified on the Plans submitted with the Proposed DCO as Plot Nos. 02008 and 03015. It can be seen from Plan No 22174 and the associated signalling diagram that the scheme includes what is called a "facing connection" onto the Killingholme Branch. This will enable trains from HIT2 to be able to run westwards from the terminal and hence through the Land. The inclusion of the "facing connection" indicates that ABP realistically anticipate running trains westwards from HIT2,

[2] A detailed explanation of the proposal is at paragraph 2.9 of Network Rail's Written Representation. The project is proposed to open in 2013.

[3] KIL1 is show on the Plan No27122 at Annex 1

and are at this stage prepared to invest in the infrastructure that would facilitate this.

Written Representation

1. Introduction

1.1 Network Rail does not object in principle to the development proposed by the Able Marine Energy Park draft Development Consent Order ("the proposed DCO").

1.2 Network Rail does, however, object to the compulsory acquisition of operational railway land, and to the effect of section 47 of the proposed DCO which would force the closure of operation railway and circumvent the regulatory procedure required for such a closure.

1.3 Network Rail also objects to the design element in the scheme which requires new level crossings to provide access from the proposed manufacturing sites, to the proposed wharf. Network Rail considers these level crossings should either be replaced by bridge crossings or the scheme should be re-designed. As a matter of policy, Network Rail will not permit the introduction of new level crossings on the rail network.

1.4 Network Rail owns the rail infrastructure of Great Britain; it operates that rail infrastructure pursuant to a network licence ("the Network Licence") granted under section 8 of the Railways Act 1993 ("the 1993 Act"). A copy of the Network Licence is at Annex 3 to this Written Representation. Its duties under the Network Licence are enforceable by the Office of Rail Regulation ("the ORR"), and are described in paragraphs 3 and 4 of the Relevant Representation. In sum, Network Rail is responsible for the maintenance and repair of rail infrastructure, as well as the renewal of track, stations, signalling and electrical control equipment for the enhancement of the network. Train services, and freight operators on the network are operated by companies to which Network Rail grants rights to use the railway in the form of contracts approved by the ORR.

1.5 In addition, an over-arching contractual framework applies to Network Rail and all users of the network in the form of the "Network Code". The Network Code incorporates conditions approved by the ORR which, amongst other things, provide procedures for dealing with changes to the network including closures. The Network Code seeks to ensure that all users of railway infrastructure are properly consulted and protected prior to any change, including closure, of the Network. A copy of Part G (Network Change) of the Network Code is at Annex 4 to this Written Representation.

1.6 The activities of Network Rail as network operator are regulated by the ORR under the Network Licence. The ORR itself is under a general duty imposed by section 4(1) of the 1993 Act to exercise those regulatory functions in a manner which it considers best calculated to, amongst other things:

1.6.1 to promote improvements in railway service performance;

1.6.2 to protect the interests of users of railway services;

1.6.3 to promote the use of the rail network in Great Britain for the carriage of passengers and goods, and the development of that railway network, to the greatest extent that it considers economically practicable;

1.6.4 to contribute to the development of an integrated system of transport of passengers and goods;

1.6.5 to contribute to the achievement of sustainable development;

1.6.6 to promote efficiency and economy on the part of persons providing railway services;

1.6.7 to promote competition in the provision of railway services for the benefit of users of railway services;

1.6.8 to promote measures designed to facilitate the making by passengers of journeys which involve use of the services of more than one passenger service operator;

1.6.9 to impose on the operators of railway services the minimum restrictions which are consistent with the performance of its functions that are not safety functions;

1.6.10 to enable persons providing railway services to plan the future of their businesses with a reasonable degree of assurance.

1.6.11 By virtue of section 4(3) of the 1993 Act, the ORR is also required to take into account the need to protect all persons from dangers arising from the operation of the railways.

1.7 Network Rail considers as absolutely necessary, that the Secretary of State confers protection on Network Rail to safeguard the continued safe, economic and efficient operation of its railway undertaking and to ensure that any works to be carried out in the vicinity of the network are carried out in accordance with Railway Group Standards and are of the required specification so as not to jeopardize the safety of the operational network.

2. Compulsory acquisition of operational land

Land belonging to statutory undertakers

2.1 Article 29 of the proposed DCO would confer the power on the Applicant to compulsorily acquire the land identified on the Land Plans submitted with the Application as plots numbers: 02008, 03013, 03014, 03015, 04004, 04013, 04014, 04024, 04025, 05023 to 05028 and 07001 ("the Land"). This impacts significantly on the railway network at Killingholme, specifically the Killingholme branch line known as KIL2. KIL2 is operational railway which services the Port of Immingham, and Humber International Terminal 2 (HIT2). Both Associated British Ports ("ABP") and C.RO Ports Killingholme Limited ("CPK") benefit from existing connection agreements to KIL2, and have submitted Relevant Representations to the Application.

2.2 The effect of article if the proposed DCO were made in its current form, would be to confer unfettered compulsory purchase powers of acquisition over operational railway and the Promoter would accordingly be able to acquire and take possession of operational railway infrastructure.

2.3 Network Rail's position, as a statutory undertaker, is protected by sections 127 and 128 of the Planning Act 2008. Section 127 provides that a DCO is not to be made or confirmed so as to authorise the compulsory acquisition of a statutory undertakers' operational land in respect of which a representation has not been withdrawn, except in relation to land which the Secretary of State has certified (i) can be purchased and not replaced without serious detriment to the carrying on of the undertaking, or (ii) if purchased it can be replaced by other land belonging to, or available for acquisition by, the undertakers without serious detriment to the carrying on of the undertaking.

2.4 The Statement of Reasons submitted with the Application fails to recognise that the proposed DCO includes the compulsory acquisition of operational railway land. For the reasons set out in this section 2, Network Rail strongly disagrees that to compulsorily acquire the Land, thus removing operational land (and thus network) from Network Rail's undertaking, satisfies the test set out in paragraph 2.3 above.

2.5 The existing use of KIL2 is referred to in paragraph 2.1. Route Utilisation Strategy 2007 ("RUS 2007") identifies significant development of KIL2 in order to accommodate the anticipated increase in demand in this area for freight transportation. The following paragraphs 2.6 to 2.9 set out a detailed explanation of this future development.

Details of proposed future use of KIL2

2.6 CPK has an existing connection to KIL2 dated 11.08.1958 that has been inherited from its predecessors in title to the CPK Site. This Agreement is not in a modern format, but follows the same principles as any new Connection Agreement whereby CPK pays Network Rail an annual sum to maintain the points that form the physical connection between the sidings on CPK's site and their junction with the Killingholme Branch. CPK continue to pay to have the connection maintained as they may want to use this in the future in conjunction with rail services to their port facilities. As such, Network Rail is contractually obliged to maintain this connection. Agreements of this nature may be terminated by either party, but such action is only taken by Network Rail if there is no prospect of any future rail use in connection with this agreement. This is in accordance with Network Rail's duty under the Network Licence (Condition 1) to facilitate rail freight services and access to the rail network. Network Rail's actions in enforcing such termination provisions are governed by the Network Code referred to in paragraph 1.3

2.7 We refer to the Relevant Representation submitted by ABP to the proposed DCO. ABP state that the "*proposed compulsory acquisition of part of the railway track within the ownership of Network Rail would restrict the future passage of commercial rail traffic serving the local industrial community*". Network Rail fully supports ABP in this aspect of its Representation. The Port of Immingham is Britain's largest bulk goods port and the largest generator of rail freight traffic onto the British rail network. As such the port and the rail network serving it are of national strategic importance both in terms of their current and future capability. Network Rail asserts that it is essential that the capability of the network around the Port of Immingham is preserved in its entirety under Network Rail's control as operator of the national rail infrastructure.

2.8 The volume and nature of the goods transported from the Port by rail have changed significantly in recent years. Within the last decade imported coal traffic has reached unprecedented levels as a result of the decline of the domestic coal industry. Further significant changes are predicted as a result of UK energy policy, in particular the replacement of existing coal volume by biomass[4]. Biomass is a bulkier commodity that will demand greater rail capacity than any coal for which it will be a substitute. Statistics suggest that for the same calorific value of energy production, the transportation of biomass utilises 1.6 trains for 1 train for the transportation of coal[5]. The proposals of the Killingholme Loop Scheme 2 are a vital strategic option to provide a solution to increasing train paths out of the Port, in the event that biomass traffic to power stations increases. To eliminate this option would damage the national interest

[4] National Policy Statements: EN-1, EN-2 and EN-3 in particular identifies the need to increase the production of renewable energy including biomass, and in doing so, increase multi modal transportation of materials such as by rail and water.

[5] http://www.biomassenergycentre.org.uk

in being contradictory to national energy policy. It would be directly contradictory to Network Rail's duties under the Network Licence.

2.9 The HIT2 Head Shunt Extension is proposed by ABP with a view to improving rail access so as to facilitate increased rail capacity to HIT2 and permit the construction of ABP's proposed £70m biomass handling facility. As shown on Plan No 27122 (annex 2), this scheme includes Network Rail land (currently the subject of lease negotiations) to be used for the head shunt. It is proposed that the adjoining section of the Killingholme Branch will be slued to allow the construction of this head shunt. The compulsory acquisition of the Land, as is sought in the proposed DCO, would cut across the HIT2 Head Shunt Extension. As a direct effect of this, the biomass handling facility could not be built.

2.10 Network Rail has been approached by C.GEN Killingholme ("C.GEN") regarding proposals to transport solid fuel to a proposed 470 MWe gas-fired electricity generation station be rail. This requires the construction of new sidings on their land and a connection agreement relating to those sidings with Network Rail, as well as an agreement with Network rail for the number of train paths they require between their site and the HIT2 facility.

2.11 Together with article 47 of the proposed DCO, the effect of article 29 would be to close part of the railway to the exclusion of Network Rail and existing operators. There are severe disruptive and safety implications of such a power being exercised, and such a precedent being set. Network Rail are very concerned that the draft DCO should not be made in this form.

2.12 We have sight of a letter of application by the Applicants to the Secretary of State, for a certificate under section 127 of the Planning Act. In that letter, the Applicants make the following argument:

2.12.1 the track and track bed which is the subject of the proposed compulsory acquisition powers is a dead end at the north end;

2.12.2 the line is not used by passenger trains and has "more or less" fallen out of use for freight trains;

2.12.3 the effect of the Promoter's proposals in the proposed DCO would "simply be to move [the connection point which is the subject of the existing connection agreement between Network Rail and C.RO Ports Killingholme Limited (CPK)]southwards to the southern point of the Order land."

2.13 Network Rail does not agree with the Promoter that the statutory protection for this part of the railway network should be withheld. We refer to the existing use of KIL2, and the extensive future use proposals set out in this section 2. In

addition, we refer to paragraph 12 of the Relevant Representation and would expand as follows:

2.13.1 The track is a dead end at the north end but as has been shown elsewhere in this Written Representation the mothballed railway track-bed running west could be utilised in order to increase rail capacity from the Port of Immingham (Scheme 2 of the Killingholme Loop proposals).

2.13.2 In any event, all of the track is still part of the rail network as defined by the Sectional Appendix which is an industry wide document that shows which railway lines are available for use under Network Rail's control.

2.13.3 Network Rail consider it a breach of its duties under the Network Licence were they not to safeguard such a secure and economic means of supply of bulk fuel to a significant part of the UK electricity generation industry, such as is the potential in KIL2. The proposed biomass plan described in detail in paragraph 2.9 is anticipated to generate an additional 24 trains per day onto the south end of the Killingholme Branch. This project is planned to be open in 2013. The compulsory acquisition of the Land would mean that network is not available for the increased demand resulting from this development and others like it.

2.13.4 In addition, it is inaccurate to call this part of the network "disused". Records show the last commercial traffic was in 2007 with use by Network Rail trains in 2011. It is maintained by Network Rail as part of the Network as, in the absence of Network Change to remove it from the Sectional Appendix, Network Rail is contractually committed to provide access to an operator over the railway line on demand.

2.14 In sum, as submitted in paragraph 12.2 of the Relevant Representation, Network Rail does not agree that the test in section 127 of the Planning Act 2008 can be satisfied in respect of the Land. In support of this point, Network Rail relies on the issues stated in this section 2 and in addition would refer to the Relevant Representations submitted on behalf of CPK, C.GEN and ABP to the Application, all of which object to the proposed compulsory acquisition of the existing connection.

2.15 Network Rail maintains in any event that, unless agreement is reached with the Applicant regarding the use of the Land, it will not be in a position to withdraw its representation to the Application, and that the matter should be referred to Special Parliamentary Procedure in accordance with section 128 of the Planning Act 2008.

Protective Provisions

2.16 We refer to paragraph 12.3 of the Relevant Representation. In all infrastructure projects where work has been required to alter the railway network, agreement has been reached with the applicant in question for works to be carried out, and access has been agreed to the altered rail network, without the need for the compulsory purchase of operational railway land. In respect of such projects, provisions for the protection of Network Rail are included, the effect of which is generally to authorise the grant of specific rights to the promoters whilst conferring upon Network Rail a suitable degree of operational control and supervision. Network Rail considers such provisions vital for the protection of its ability to deliver on its duties under the Network Licence. Such provisions are typically included within orders granted pursuant to the Transport and Works Act 1992, for example, The Nottingham Express Transit System Order 2009 and The London Underground (Victoria Station Upgrade) Order 2009. Network Rail expects that the proposed the Rookery South (Resource Recovery Facility) Order will include these provisions when it is eventually made.

2.17 Network Rail maintain that without any agreement or qualification on the exercise of unfettered compulsory purchase powers as proposed in the DCO the following consequences would arise:

2.17.1 Network Rail would not be able to operate the severed KIL2 which would result in the loss of protection to both CPK and ABP as existing freight customers and the port and freight train operators in terms of future development of rail freight traffic from Immingham. This would in turn place Network Rail in breach of its obligations under the Network Licence to "*secure the operation and maintenance of the network ..... and the improvement, enhancement and development of the network.... so as to satisfy the reasonable requirements of persons providing services relating to railways and funders...in respect of the quality and capability of the network, and the facilitation of railway service performance in respect of services for the carriage of passengers and goods by railway operating on the network.*[6]"

2.17.2 The contractual right of both CPK and ABP to connect into the main railway network via a connection point on the Killingholme branch line would be frustrated through Network Rail's inability to fulfil its part of the agreement to connect CPK with the wider national network.

2.17.3 The future use of KIL2 for the carriage of goods, including potential arrangements with ABP, would be frustrated as referred to in paragraphs 2.8 to 2.10.

[6] Network Licence condition 1

2.17.4 The contractual right of ABP to connect into the south end of the Killingholme branch would be frustrated though Network Rails inability to fulfil its part of the agreement to connect ABP with this part of the network.

2.18 The proposed DCO is materially deficient in that it does not contain protective provisions expressed to be for the protection of Network Rail. Draft protective provisions for the protection of Network Rail's undertaking are at Annex 5 to this Written Representation.

3. The effect of Article 47 of the draft DCO

3.1 We refer to paragraphs 13 and 14 of the Relevant Representation.

3.2 As referred to in paragraph 14 of the Relevant Representation, the correct procedure for the closure of the Killingholme branch line is to obtain authorisation pursuant to Network Change.

3.3 The Network Change procedure is set out in the Network Code (Part G) which Network Rail is obliged to comply with in its operations. A copy of Part G of the Network Code is at Annex 3. The Code is clear that Network Rail must consider whether Network Change will apply before any decision is made regarding changes which are likely to have a material effect on the operation of the Network, and specifically that "*closures of lines which are not covered by the statutory procedures ..... are Network* Changes". It is absolutely clear on the face of the Code that the closure of this part of the Network requires Network Change. All Network Changes are required to be implemented by Network Rail. The procedure is set out in paragraph 3.4 below.

3.4 Under the Network Code (Part G) Network Rail is required to write to all parties who have a contractual right to use the network explaining the nature and purpose of proposals for material changes to the infrastructure and to consult them for their views. Network Rail has to engage with these parties to resolve any questions and objections which they may raise in response to the proposal. Network Rail has to secure the consultees' agreement to the changes and may not impose them whilst any objection is outstanding. If a consultee does not feel that Network Rail has applied the Network Code (Part G) satisfactorily they may use the "Access Dispute" procedure to challenge Network Rail's decisions or actions which may eventually lead to an appeal to the ORR for a final determination.

3.5 The proposal to deem to removal of operational railway a minor modification not only bypasses the rights of CPK and ABP who have the benefit of agreement with respect to this part of the network, under the Network Code to object to the closure of the railway, but also applies an inappropriate procedure to the closure in clear undermining of the regulatory framework applicable to the railway.

4. Safety

4.1 As explained in section 1 of this Written Representation, Network Rail is under a duty to ensure the safety of the Network. This duty is enforceable by the ORR, which is required by statute to ensure the safety of the railway. The Environmental Statement describes the construction of level crossings as part of the proposed works (paragraph 4.4.48). Network Rail objects strongly to this proposal which is contrary to the ORR's clear message that the rail industry is seeking to close level crossings across the Network. In illustration of this point, we cite the following extract from the ORR's policy on level crossings:

"Level crossings are the single biggest source of railway catastrophic risk....We seek to influence dutyholders and others to reduce risk at Britain's level crossings. We do this through a variety of means ranging from advice to formal enforcement action..... Risk control should, where practicable, be achieved through the elimination of level crossings in favour of bridges, underpasses or diversions. Where elimination is not possible, we aim to ensure that duty holders reduce risk so far as is reasonably practicable and in accordance with the principles of protection.

4.2 The Environmental Statement (paragraph 15.8.23) states that:

"Appropriate safety measures will be in place at the rail crossings to minimise the potential for any collisions between vehicles on the site and trains to as low as reasonably practicable"

4.3 As the company responsible to enforcing the safe operation of railways, Network Rail considers this assessment wholly inadequate and considers it unlikely to satisfy the ORR that the safety plans with respect to the crossing are satisfactory.

4.4 In addition, Network Rail is concerned that should the crossings be constructed, their operation would limit the capacity of the network immediately affected by that part of the track, thus further limiting the capacity of this part of the network. As demonstrated in section 2 in this Written Representation, Network Rail consider it detrimental to itself and to the national interest to limit the capacity of the network around the Port of Immingham.

5. Environmental Statement and Consultation

5.1 We note that the Environmental Statement submitted with the Application does not adequately assess the impact of removing KIL2 connection point from the network. Nor does the proposed DCO seek specific powers to lay out track bed at the southern point of the Order land.

5.2 The Application mentions that Able will provide access to all users over what would be a private siding but makes no provision for how this would be operated to ensure open access for all operators both now and in the future.

5.3 Further, Network Rail does not consider that the Environmental Statement adequately assesses alternatives to the proposed Scheme which would not affect the Network, and does not show how Abel propose to operate the site without affecting the capacity of the network in the near future, in the context of National energy policy.

5.4 Finally, we refer to paragraph 12.4 of the Relevant Representation. Network Rail does not consider that the Applicant consulted adequately on the proposed acquisition of operational railway land and as such, the Application does not comply with the 2008 Act Guidance related to procedures for Compulsory Acquisition.

Dated 29th June 2012

Eversheds LLP

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Eversheds LLP

Associated British Ports (ABP)
Functional Specification
Project: Killingholme HIT Turnback Facility

Project Name: Killingholme HIT Turnback Facility	Business Unit: Asset Protection
Customer: Associated British Ports	OP/PMCS number: 119589
Customer: Project Manager: John Drew	
Network Rail Senior Sponsor: John McCormick	Network Rail Scheme Project Manager: Adam Moore

	Signature	
Prepared By	[redacted]	Name: Anthony Hick
		Job Title: Senior Project Manager Tata Steel Projects
		Date: 14th February 2012

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Appendix A: Signalling Scheme Plan Extract 04S3M-A3 ver A
Appendix B: Scheme Plan Sketch Narrative
Appendix C: Track Layout Drawing No 90057-DRG-PWY0003 ver P02

1. Project, Objectives and Targets

The aim of the specification is to describe the Customer's aspirations for a new turnback facility at its port in Immingham. It is accepted that this specification was commissioned by the Customer prior to the development of a Network Rail Project Requirements Specification (PRS) and has yet to be subject to Network Rails approval processes and therefore may be subject to substantial change.

The project involves the development and implementation of a proposed new run round loop at the Humber International Terminal (HIT) which will require alterations to Network Rail infrastructure including a track slue and new signalled connection onto the existing Killinghholme Branch (KIL2).

The proposal is to extend the existing HIT headshunt to enable the run round of freight trains, currently coal but also to include bio-mass trains in the future off the main port terminal thereby increasing capacity. Previous scheme developments have looked at retaining Marsh Farm Level Crossing, which would have required significant enhancements, but this project now proposes to replace the existing single track road crossing with an Overbridge allowing the S&C and turnouts onto the Killingholme Line to be located nearer to the old Marsh Farm Level Crossing.

The proposed new Departure Siding and Run Round will be of sufficient length to accommodate a freight train (24 HTA Wagons and Loco) of 468metres minimum.

Targets

Upto 3 loaded trains every 2hrs to depart HIT via Turnback facility onto Killingholme Line.

ABP require the Turnback Facility operational as early as possible and no later than March 2013.

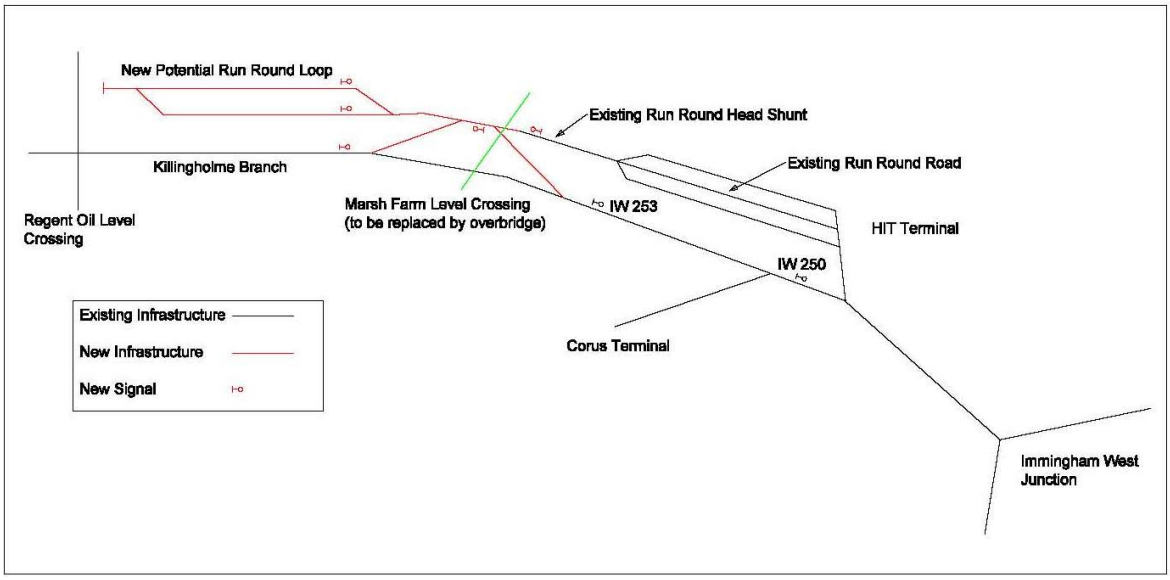
Additional facility is required to allow for future provision for upto 3 loaded trains per day to depart HIT ABP Line direct onto Killingholme Line towards Admiralty Sidings.

2. Geographical Boundaries and Interfaces

The project is on KIL2 Bi-directional Branch Line between Signal IW253 at 0m 13ch to Regent Oil LC at 1m 5ch (based on Sectional Appendix Marsh Farm LC at 0m 49ch).

A new Land Lease/Sale Agreement with Network Rail will be required to incorporate the new ABP Turnback Loop within the existing Network Rail boundary and suitable site demarcation.

Network Change will be required.



3. Interfaces With Other Projects and Functional Boundary

- ABP are aware of recent signalling renewals works which have been undertaken in the Immingham area and other possible developments in the Killingholme area which will involve Network Rail.
- ABP with their designer Tata Steel Projects will deliver a new GRIP 3 (Phase 1) Option Selection Track and Signalling Layout design for review and acceptance by Network Rail.
- ABP with their designer Tata Steel Projects will deliver a new GRIP 3 (Phase 2) AIP Track, Signalling, Telecommunications, Structures, Civils and M&E single Option development design for review and acceptance by Network Rail.
- It is proposed that the GRIP 5 - 8 detailed design and implementation will be tendered by ABP and undertaken by an accredited Principal Construction Company on behalf of ABP.
- Network Rail will be part of the project team as part of the Asset Protection Agreement.

4. Route Capability

Plain line in the ABP headshunt area is constructed from CEN60 rail on G44 sleepers. The S&C comprises RT60 switches with CCB crossings on concrete bearers. A sliding bufferstop is positioned at the end of the headshunt.

It is proposed that this headshunt is extended over the existing Marsh Farm Road Crossing to the new ABP Turnback Departure and Run Round Line.

The plain line track work on the Killingholme branch comprises a mixture of flatbottom rails on timber and concrete, variously jointed and CWR. It is proposed that this existing track be cut up and re-used to form parts of the new ABP Turnback Departure and Run Round Lines.

Two new CVs9.25 Crossovers and a BVs8 Turnout will be required to connect new HIT Lines to Killingholme Line.

5. Operations and Control Functionality

The existing Killingholme Branch Line is controlled by West Holmes Signal Box Signal 253 (Driver Staff Controlled). The control and position of this signal will be considered as part of the GRIP 3 development.

New slotted exit signals will be considered and all new turnout points from ABP will be set “Normal” (as far as Network Rail is concerned) to allow ABP controlled movements from/in HIT and would only need to give slot up to allow NR to release trains onto Killingholme Branch following Driver telephone to West Holmes Signal Box requesting release.

An Operational Instruction will be required to cover Driver inspections prior to release.

Noted ABP Panel will also need to be extended (currently driver or route set) to allow control of new moves (3 routes).

Operations and control within HIT will be fully discussed and agreed with NR

6. Operational Planning Requirements

Alterations will be required to Sectional Running Times and Rules of the Plan. Changes will be reflected in the Working Timetable.

There are 3 FOCs operating out of Immingham at present

D.B.Schenker Export Coal from the **H.I.Terminal**, Remote Sidings (R.R.7, R.R.1,(N.C.B) and Immingham Bulk Terminal. D.B.S also imports coal and discharges it in C.P.L. D.B.Schenker also move Petro Chemicals, Crude Oil, Metals and Iron Ore.

On average D.B.S have 264 train movements per week

F.L.H.H at present only Export and Import Coal in the Immingham area.

On average F.L.H.H have 170 train movements per week

G.B.R.F at present only Export and Import Coal in the Immingham area.

On average G.B.R.F have 80 train movements per week

It is envisaged that the train movements shown in Item 1 Targets will be incorporated into the Operational Planning Requirements.

Driver familiarisation training will be required.

7. Intended Impact on Rules Of The Route and Rules Of The Plan

Line blockages to allow construction will be agreed with NR and it is noted that this single line is very little used and currently out of use due to presence of badgers in the Marsh Farm Level Crossing area.

It is intended that a 3month blockade early 2013 could be arranged to allow uninterrupted track renewal works without hindering any current FOCS operations.

8. Proposed Technical Solution and/or Identified Technical Options and Constraints

Previous studies have been undertaken which utilised the Killingholme Line as part of the Turnback Loop and other options considered using/modifying the existing HIT lines with a new turnout onto the Killingholme Line close to signal IW253.

All these options were based upon the retention of Marsh Farm Level Crossing but due to the significant operational upgrading which would be required to the level crossing and disruptions to private road users and emergency services due to the length, speed and frequency of trains crossing over it has been decided to close the existing open level crossing and provide an Overbridge principally for Conoco vehicles.

ABP have had discussions with Conoco and confirmed that the proposed new overbridge will be on the same alignment as the present level crossing with the following basic parameters:

The bridge will notionally be a 4.5 metre carriageway and 1.5 metre pedestrian footpath making an overall width of 6 metres. The central span will be a minimum of 5.1 metres above track level and abutments at least 4.5 metres away from the nearest track. This results in a span of not less than 15 metres and approach ramps either side approximately 60 metres long.

This has allowed various track layout options to be considered nearer to Marsh Farm Level Crossing (Tata Drawing No B90057-DRG-PWY0001 ver P01 6 Options considered) and two Options 4 and 5 were considered for signalling implication purposes (Tata Drawing No B90057-DRG-PWY0002 ver P01 refers).

Option 5 Scissors Crossover was discussed and discounted at the meeting on grounds of maintainability, difficulty in bonding, possible failures due to spillage of coal etc and higher cost.

Option 4 Track Layout was preferred with three routes from HIT to Departure Siding, RunRound Loop and Killingholme Line and endorsed for further GRIP 3 Track and Signalling development.

Space constraints have dictated the use of Cvs 9.25 turnouts forming crossovers across a wideway between the running line and the HIT sidings.

The Bvs turnout is located immediately off the heel of the crossing of one of the Cvs9.25 turnouts. The ability of this configuration to be constructed in concrete would need to be investigated. At present it is presumed that these turnouts on the HIT site would be constructed in hardwood. All movements on the HIT lines would remain at 10mph but new routes from HIT Turnback onto Killingholme Line would be 15mph.

The PSR of the Killingholme branch would be maintained at 25mph.

All options considered require extensive sluing of the Killingholme branch to create space for the HIT turnback facility.

GRIP 3 (Phase 1) works will include:

Functional Specification
Track Layout Design
Signalling Plan Sketches
Narrative of Signalling Plan
Operational Review
Option Selection Report
Estimate

Target Timescale Dec 2011 – Jan 2012
NR DRN Review Sign Off Feb 2012

GRIP 3 (Phase 2) AIP works will include:

Track Layout Design and Form A documentation to NR Standard NR/L2/TRK2500 Issue 3 Appendix A
GA Drawing
Long Section
Track Condition Assessment
Form B Document

Signalling Scheme Plan
Outline Project Specification

Braking calculations
Panel Layout/Changes Drawing
Signal Box Risk Assessment
Signalling walkthrough survey
Signal Sighting

Culvert Structures Assessments and proposals for track works

Geotechnical Investigation review and proposals for revised scope of work

Civils design for signal foundations and Drivers walkways
Signal superstructure design by accredited Supplier
Any undertrack crossings required
Road/Rail Access, Temporary road crossing for pre-arranged abnormal loads
Form A Document

M&E Signalling supplies design
Site inspection/survey
Outline Calculations
Schematic diagrams
Driver Walkway Lighting design
Form A Document

Telecommunication design for additional Telephone requirements

Liaison with Network Rail on Possession Management

Target Timescale Feb 2012 – Apr 2012
NR DRN Review Sign Off May 2012

Commercial Services to ABP
Estimating
Tender Documentation for GRIP 5-8 Works
Tender Analysis
Contract Award

Target Timescale Apr 2012 – July 2012

GRIP 5 - 8 Design and Build works

Target Timescale Design July 2012 – Oct 2012
NR DRN Review Sign Off Nov 2012

Construction Jan 2013 – Mar 2013

9. Maintenance Effects and Requirements Post-Completion

All permanent way alterations will be agreed by Network Rail Maintenance. It is not expected that the proposed works will have a major impact on their on-going

maintenance regime for the Killingholme Line although the new Turnback facility, two new crossovers and one turnout will be included in the agreement.

10. Performance Effects and Requirements Post-Completion

The scheme will provide improved maintenance on the existing Killingholme Branch and the proposed improvement will provide the opportunity to make more efficient use of loaded trains departing directly onto the Killinghlome Line. Currently loaded trains have to run round the present HIT common Middle Run Round Line before forwarding back to the HIT 1 & 2 lines where they can exit back to the Down Killingholme.

11. Safety and Environment Effects and Requirements Post-Completion

Adequate safety provision must be made for the period of construction and following commissioning, for continued operation.

Development plans will need to take into consideration the close proximity of private pipelines and liaison with third parties to ensure adequate protection is afforded.

A high level environmental assessment and ecology study was undertaken at a previous GRIP Stage 4 study to assess the impact of the proposed works. The Environmental Management Plan will be further developed to include the new GRIP 4 proposal in readiness to handover to the successful GRIP 5-8 Principal Contractor.

There shall be no deterioration in either the safety or environmental performance as a result of these works and their on-going use after commissioning.

There is potential that waste material will be generated during the construction phase i.e. ballast. All waste disposal will be undertaken in compliance with relevant Waste Management legislation and Network Rail Company Standards (NR/SP/ENV015). Waste products should be reduced, reused or recycles on site, wherever possible.

All works will be carried out in accordance with the Network Rail Company Standard NR/SP/EN/007.

Environmental effects will be entered into the Risk Register.

12. Validation Matrix

Consulted	Designation	Signature	Date

Appendix A: Signalling Scheme Plan Extract 04S3M-A3 ver A

Appendix B: Scheme Plan Sketch Narrative

Killingholme HIT
New Turnback Facility
ABP 2012

Scheme Plan Sketch Narrative

TICS/TAT0028/SSPSDOC/12

Version. 1.0

Controlled Copy No.

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Design & Test Solutions

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TATA STEEL

Prepared by: **Nick Thorne, TICS Ltd, Design Engineer.**

Signature ……..Date……

Checked by: **Mark Rathbone, TICS Ltd, Design Manager.**

Signature ……..Date……

Contents

1. **Back Ground** Page 4
2. **Proposed Methods of Operation** Page 5
3. **Detailed Engineering** Page 7
4. **Summary** Page 8

Appendix A – Signalling Sketch

Distribution

Controlled copies of this specification will be issued as follows:

Copy No.	Issued To	
1	Design File (TICS Ltd)	TICS/TAT0028/SSPSDOC/12
2	Principal Design Authority (TATA Steel)	Tony Hick
3	ABP	John Drew
4	Network Rail	TBA

1. Background

To improve Associated British Ports (ABP) coal supply contracts to accept, load and dispatch trains from the Humberside International Terminal (HIT) it has been proposed to provide a new turnback facility.
Current operations for run round and turnback moves for the loaded trains are under the control of ABP via their operational Control Cabin. Once loading is complete, ABP request a signalled move from Immingham West Jcn Signal Box to authorise dispatch onto the Network Rail Killingholme lines.
The existing arrangement is to receive arriving empty stock signalled onto the HIT 1 & 2 lines from Immingham West SB, the train is then forwarded to the RLB 1 & 2 lines for loading under the control of the ABP Cabin. The locomotive then utilises the common Middle Run Round Line between the RLB lines to traverse the loaded train back to the HIT lines where they can then exit to the Network Rail Down Killingholme line under authorisation of a Network Rail signalled move.

Based on the working knowledge of the rail and coal loading operations at the Immingham site, it has been deduced that operations could be improved with the introduction of a new turnback facility beyond the RLB lines which would allow trains to be signalled directly on to the Up/Down Single Line and then onto the Down Killingholme. This new arrangement will ease the existing congestion in the RLB and HIT lines and increase the capacity to accept and load coal trains.

2. Proposed Methods of Operation

Various P-way layouts have been developed for the new turnback facility that would offer differing signalling solutions. Following liaison between ABP, TATA & TICS, P-way drawing arrangement B90057-DRG-PWY0003 Rev P01 was considered as being the most practical option from a P-way, signalling and maintenance point of view as it offers full operational flexibility and adequate standage. This proposal abolishes Marsh Lane Level Crossing replacing it with an over bridge to eradicate any possible delays to road traffic that would be introduced with the expected heavy train usage.

The following narrative describes the proposed operational movements from a signalling perspective and requires to be read in conjunction with signalling scheme plan sketch Ver A.

As ABP require a driver only operation system with the only communication to the ABP cabin by radio, consideration had to be given with respect to the time taken to shunt and complete a run round move with no ground staff present to assist. With this in mind and with the level of expected trains, it was agreed that points should be power operated and driven by signalled routes to reduce time as opposed to relying on the drivers to align points by hand.
As departing trains routed onto the Up/Down Single line need to be under the control of Network Rail (Immingham West), it is proposed that a generic shunting/Run Round 'Shunters' Release will be provided to allow ABP to autonomously control all shunting/run round moves between the RLB and Departure/Run Round Siding. In order to complete the necessary Run Round moves it is envisaged a new mimic panel will be provided within the ABP cabin.
When the Shunters Release is given to ABP by Immingham West SB it will only allow ABP to clear Position Light signals by interfacing to Immingham West interlocking.
98A/B & 100A/B points will be required to be locked and proved normal before the release can be given.

Option 1 – As depicted by Signalling Sketch

IW243 is a new LHS mounted, 3 aspect signal with a position light located in the new Departure Siding. It has two routes as follows:
IW243 1(S) to the RLB lines. This route is controlled by Immingham West SB but can also be controlled by ABP when the shunting/run round Shunters Release is given. This route has been requested by the client to allow a locomotive that is required to undertake a run round manoeuvre to stand behind IW246 signal as opposed to having to travel further and stand behind IW248 signal and thus time.
IW243 2(M) is solely controlled by Immingham West SB and reads to existing IW253 signal on the Up/Down Single line. Once a loaded train is ready to depart to the Up/Down Single Line the ABP Cabin staff will contact Immingham West SB for a Network Rail signaller to set the route and clear the main aspect.

IW245 is a new RHS mounted, 3 aspect signal with a position light located in the new Run Round Line. It has two routes as follows:
IW245 1(S) to the RLB lines. This route is controlled by Immingham West SB but can also be controlled by ABP when the shunting/run round Shunters Release is given. Again, this route has been requested by the client to allow a locomotive that is required to undertake a run round manoeuvre to stand behind IW246 signal as opposed to having to travel further and stand behind IW248 signal and thus save time.
IW245 2(M) is solely controlled by Immingham West SB and reads to existing IW253 signal on the Up/Down Single line. Once a loaded train is ready to depart to the Up/Down Single Line the ABP Cabin staff will contact Immingham West SB for a Network Rail signaller to set the route and clear the main aspect.
It should be noted that IW245 has been proposed as RHS mounted due to the P-way depicted 1970mm distance between the Departure Siding and Run Round Line. This spacing makes it impossible to position the signal as

standard on the left. This suggestion avoids potential expense of a cantilever arrangement but will be subject to GRIP 4 Signal Sighting.

IW246 is a Ground Position Light positioned between 98B & 100A point toes. It has two routes as follows:
IW246 1(S) to the Run Round Line, with MRI indication "R".
IW246 2(S) to the Departure Siding with MRI indication "D".
This signal is to be provided purely for engine run round moves associated with new turnback facility. Although this signal is controlled by Immingham West SB it is envisaged that it will be predominantly controlled from the ABP cabin when the shunting/Run Round Shunters Release is given.
As this signal does not have its own route to the Up/Down Single Line it will be preceded by IW248 1(M).

IW247 is a new LHS mounted, 3 aspect signal located on the Killingholme Line, it has a single route to existing IW253 signal. IW247 is to be positioned on the approach to the new 98A point toes to protect moves to the Up/Down Single line from the new Departure Siding/Run Round line signals. This signal will replicate existing IW253 signal operation by controlling the staff section to Killingholme.

IW248 is a new 2 aspect R/Y signal with a Position Light. It is common exit signal for the existing RLB Lines. This signal will have two routes as follows:
IW248 1(M) is solely controlled by Immingham West SB and reads to on the Up/Down Single line. This route does not affect the operation of the new turnback facility but has been provided following a request by the client.
Once a train is ready to depart the RLB lines to the Up/Down Single Line, ABP staff will have to contact Immingham West SB for the signaller to set the route and clear the main aspect. This route will also preset IW246 ground position light.

IW248 2(S) route is to IW246 ground position light. This route is controlled by Immingham West SB but can also be controlled by ABP when the shunting/run round Shunters Release has been given.
Ideally this route would benefit presetting IW246 for moves to the Departure Sidings and Run Round Line, however as presetting shunt signals by shunt moves is not permitted by GK/RT0060 the forward route from IW246 will be required to be set separately.

IW253 is an existing signal which originally controlled the staff section to Killingholme. This facility will now be transferred to the new IW247 signal.
Original aspirations were to relocate IW253 where the new IW247 signal has been positioned. However it is considered unfeasible due to a number of reasons as follows:
The long section of over 1000m to IW267 from the Departure Sidings and Run Round Line does not fit in with current signal spacing.
The line speed for this same section is 25mph, and at this constant speed it would take approximately 90s to traverse, whilst taking into consideration that a fully loaded train starting from rest would increases the duration even further.
This time would significantly delay any wrong direction moves on the Down Killingholme towards IW250 Signal resulting in reduced operational flexibility for routes to the Ore Line and Coal Pads.

As IW253 signal would be now considered a main running signal rather than a signal which all trains previously stopped at for the Staff section handover, it will now require to an overlap.

Stop Boards are proposed to be positioned on both the Departure Siding and Run Round Line at the North end. Due to the length of expected trains and the limited standage available within the Departure Siding and Run Round Lines, the stop boards have been positioned beyond clearance point by an "engine" length. This positioning ensures that the decoupled wagons will be at clearance point, thus allowing the locomotive to carry out a run round manoeuvre via the trailable points.

Option 2 – Usage of shunt signals

This option simplifies the signalling by not providing main signals at the exit to the Departure Siding, Run Round line or the RLB lines but would utilise ground position light signals where IW243, IW245 and IW248 signals have been positioned.
The run round operation of this option would work the same and the signals would provide the same operational moves for the ABP staff when the Shunters Release is given.
However once a loaded train is ready to depart from the Departure Siding/Run Round Line and the Shunters Release is given back, the Immingham West signaller would set a shunt move to the Up/Down Single line exiting at IW253 signal.
Similarly, the route provided at the clients request from the RLB lines onto the Killingholme Line would become a shunt move controlled from Immingham West. It should be noted however that this would require IW246 route to the Killingholme Line being set first as GK/RT0060 prevents shunt routes pre-setting shunt signals.

Although simpler from a design perspective and albeit a valid option to only provide shunt signals, it has been recognised by the client that the additional route information that would be provided by main aspects, as per option 1, in IW243 and IW245 offers the possibility of quicker dispatch of the loaded trains. The signaller may be in a position to clear IW253 and enable the starting signals to show a green and allow the trains to cover the section to IW253 at line speed rather than under a cautionary shunt move.

3. Detailed Engineering

All of the new signals and associated routes will be ultimately under the control of Immingham West SB with a facility given to ABP by means of a Shunters Release to control run round moves. The following is a brief list of where new work would be required to carry out the proposed signalling changes:

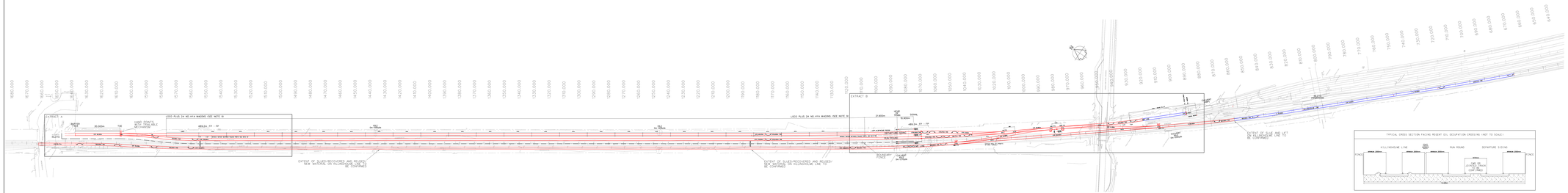
- New signal structures and points as depicted by signalling sketch.
- All interlocking changes/additions for affected/new will be undertaken in Network Rail Immingham West relay room. Investigation has high lighted there is relay rack capacity to accommodate the new infrastructure.
- Extensive alterations to Immingham West SB Diagram and control panel will be required to depict the new infrastructure and Shunters Release facility.
- A new mimic panel will be required in the ABP Cabin for control of the shunting run round moves once the Shunters Release has been given by Immingham West SB. This will require direct connection via a new cable to Immingham West relay room.
- New lineside cabling and troughing a route extension to the new infrastructure.
- New locations to control the new infrastructure and alterations to the existing for provision of new track circuits and signal IW253 overlap.
- Provision of new 650v feeder or investigation into extension of the existing 650v feeder.

4. Summary

Which ever options is adapted, it is proposed that the operation with respect to the Shunters Release is the same. This enables the Run Round moves to be entirely controlled by ABP staff similar to their current arrangement in the RLB lines. Similarly despatch of the loaded trains will be by the NR signaller to the Up/Down Single Line rather than the current arrangement via Immingham West junction.

The proposed methodology of allowing ABP to control the movements of trains via a local mimic panel after the Shunters Release that has been given, requires close liaison with Network Rail to obtain their approval via the remaining GRIP processes.
This approval will be determined by the overall best solution for all parties concerned and will require close consideration to be given to the details within GK/RT0036, Transitions between Signalling Systems and GK/RT0061, Shunters Releases.

Appendix C: Track Layout Drawing No 90057-DRG-PWY0003 ver P02



NOTES

THE ORIGINAL MASTER SIGNED COPY OF THIS DRAWING IS KEPT AT TATA STEEL PROJECTS: TURN OFFICE FOR HELP TURNBACK.

2.

ASSOCIATED DRAWINGS / REPORTS (FROM PRECEDUE WORK):-
BT0163-DRG-PW0003 REV P01 KILLINGHOLME HIT GENERAL ARRANGEMENT SHEET 2
BT0163-DRG-PW0003 REV P01 KILLINGHOLME HIT TURNBACK BRANCH CONNECTION OPTIONS 1 TO 4
BT0163-DRG-PW0003 REV P01 KILLINGHOLME HIT TURNBACK BRANCH CONNECTION OPTIONS 4 AND 5
OTHER DISCIPLINES:-
BT0163-DRG-L0003 REV P01 NORTH PARK LEVEL CROSSING OUTLINE ORDNANCE PLAN

3.

DIMENSIONS ARE LEVELS ARE SHOWN IN METRES.
ALL OTHER DIMENSIONS ARE SHOWN IN MILLIMETRES UNLESS OTHERWISE STATED.
ALL CLEARANCES AND FITTINGS ARE SUITED TO RUNNING EDGE (RE).

4.

BEYONDS SHOWN ARE BASED UPON A TOPOGRAPHICAL SURVEY BETWEEN NORTH PARK LEVEL CROSSING AND REGENT OIL DECAPITATION CROSSING (WALLACE).
SURVEY DATED OCTOBER 2010, COMPLETED BY TATA STEEL PROJECTS.

WHERE IMPLICATIONS TO EXISTING ARRANGEMENT MAY HAVE OCCURRED SINCE THE SURVEY TOOK PLACE.

5.

DESIGN ABBREVIATIONS USED:-

S & T - SWITCH & CROSSING
RE - RUNNING EDGE (TRACK SIGNAL BETWEEN RUNNING EDGES)
CP - CLEARANCE POINT
OPT - TIONAL POST TELEPHONE

6. - NO MODEL/LEVITIONS
NUMBERED BEARING BRANCH KILLINGHOLME TURNBACK TRACK NO FILES

7.

NOTE TO FINALLY:
SWITCH & CROSSING POINTS SHOWN THUS

NEW WORK SHOWN THUS

EXISTING TRACK SLAID SHOWN THUS

TOPOGRAPHICAL / ORDNANCE SURVEY DATA / INFORMATION ONLY SHOWN THUS

PROPOSED SIGNAL / TRAIN POINT SHOWN THUS

PROPOSED BOUNDARY FENCE LINE SHOWN THUS

PROPOSED DEVIS WALLWAY / DECAPITATED SHOWN THUS

NEW & SOLE FIXPLATED TRAY INSULATED JOINTS SHOWN THUS

8.

NO VERTICAL & SUMMIT DESIGN CONSIDERED AT THIS OPTION DEVELOPMENT STAGE.

9.

EXISTING LAYOUT BASED ON ASSESSING THE MAXIMUM NOS.ON STORAGE, WHICH ENABLES THE FOLLOWING TO BE STABLED:

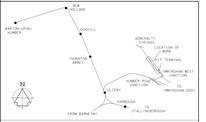
24 NO. HYA WAGONS (18.900M LENGTH) AND 21.900M CLASS TO LOCOMOTIVE ALLOWANCE

RUN ROUND TOTAL LENGTH

LOCO	W. STOCK	W. STOCK	W. STOCK	W. STOCK

10.

PLEASE SUPPORT IN DEPARTURE SIDING AND RUN ROUND WILL REQUIRE OPERATIONAL MEASURES TO BE PUT IN PLACE IF TRAIN INSPECTIONS ARE REQUIRED TO BE UNDERTAKEN.



Rev	Date	Description of revision	Drn	Chkd	Appd
P01	07.12.11	INITIAL ISSUE	DS	JK	

Client
Associated British Ports
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Port Office
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TATA STEEL PROJECTS
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United Kingdom

Status
PRELIMINARY

Designed: D.Smith
Drawn:
Approved:
Date:

KILLINGHOLME HIT TURNBACK BRANCH CONNECTION

PROTOTYPED OPTION
CV55.25 CROSSOVERS

Scale: 1:200/1:500
Size: A0
Job Number: 60028
Drawing Number: B60057-DRG-PWY0003
Revision: P02

DO NOT SCALE

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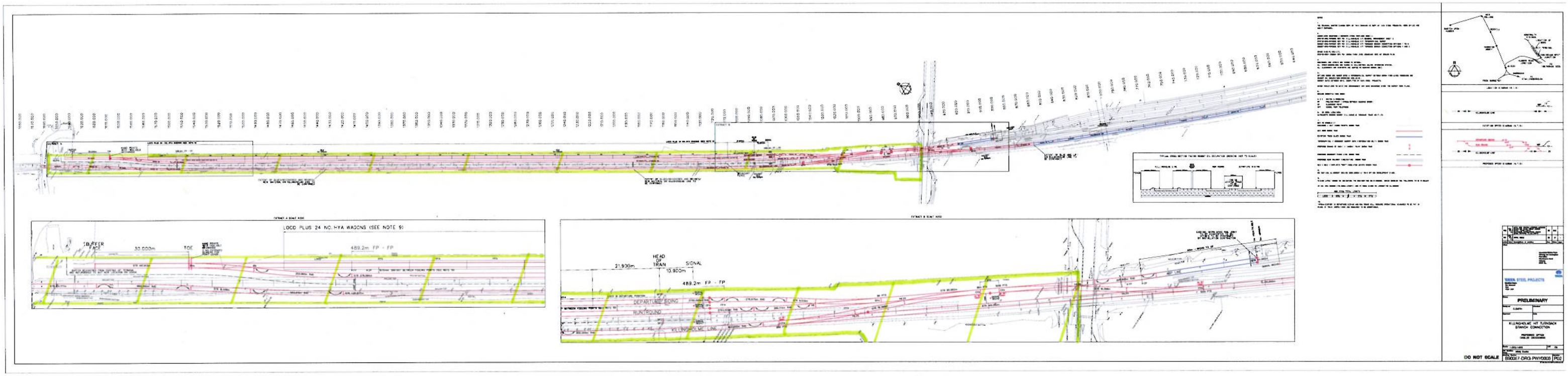
PLAN NO 22174

Green hatch shows land in DCO Plot nos 02008 and 03015 required for HIT2 scheme

Red colouring shows new or modified trackwork required to facilitate scheme.



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MOTHBALLED TRACKBED OF GOXHILL BRANCH – section B-C is within Killingholme loop scheme 2

B

End of KIL2

C

PROPOSED C.GEN POWER STATION SITE

Thornton Abbey

A

Network Rail Barton on Humber Branch

LINDSEY OIL REFINERY SITE

SECTION of DCO Land on Killingholme branch required for HIT2 project (Killingholme Loop scheme 3)

SITE of ABP HIT2

Boundary NR/Port of Immingham

Main Network Rail line running to/from Port of Immingham

ELR Change (Former Humber Road Level Crossing)

End of KIL 1/Start of KIL2

Immingham West Jn

Humber Road Jn

A160(T)

Start of KIL1

EAST HALTON

SOUTH KILLINGHOLME

Boundary NR/Port of Immingham

A1173

A1077

IMMINGHAM

0 1627m

Centre of Map Window (E,N): 514619 , 418623

KEY to PLAN COLOURS	
	Killingholme Branch
	C.Ro Port Killingholme site (indicative boundaries)
	Able Humber Port Logistics Park (indicative boundaries)
	AMEP DCO land adjoining Killingholme branch
	New section of proposed Killingholme Loop Scheme 2
	Indicative route of Killingholme Loop Scheme 1

KILLINGHOLME
Plan No 27122

Plot Scale	1:25000
Plot Date	27/6/2012

Network Rail

Output Created from the GI Portal – A3 Landscape

Part G - Network Change

Explanatory Note

A. *Part G is concerned with the procedures which Access Parties must go through when certain types of change to the Network (defined as "Network Change") occur or are proposed.*

B. *The definition of "Network Change" is broad, and much of it is expressed in non-exhaustive terms (i.e. after some general words of definition, Network Change is said to "include" certain specific things by way of illustration or example, but that does not necessarily mean that other things are excluded). The definition should always be considered carefully and in its entirety before any decision is made as to whether a particular change falls within the scope of Part G (see generally the Rail Regulator's judgment in* Network Rail Infrastructure Limited v Great North Eastern Railway Limited *[2003] RR 2). The following specific points should also be noted:*

   (i) *only changes which are likely to have a material effect on the operation of the Network or of trains operated on the Network are Network Changes;*

   (ii) *Network Changes can either be physical (e.g. changes to the layout, configuration or condition of the Network) or operational (e.g. the introduction of a speed restriction on a section of track, a change to the way Network Rail maintains track or a change to the monitoring points used in the application of Schedule 8 of the Track Access Agreements), but operational changes are only Network Changes if they last, or are likely to last, for more than six months;*

   (iii) *the definition of Network Change includes changes which will generally be seen in a positive light (e.g. enlargement of capacity on a stretch of track) as well as changes which are more likely to be characterised as having a negative impact (e.g. reduction of capacity or deterioration in condition);*

   (iv) *closures of lines which are covered by the statutory procedures under the Act (i.e. lines which are, or have in the preceding five years been, used for passenger services) and changes made under the Systems Code are not Network Changes; and*

   (v) *closures of lines which are not covered by the statutory procedures under the Act (i.e. lines which are, or have in the preceding five years, been used only for freight services) are Network Changes.*

C. *From a procedural point of view, Part G divides Network Changes into two categories: those proposed by Network Rail and those proposed by an Access Beneficiary. All Network Changes, whether proposed by Network Rail or by an Access Beneficiary, are implemented by Network Rail.*

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D. The general principle is that before any Network Change can be implemented:

(i) it must be formally proposed under Part G; and

(ii) it must be accepted by those Access Beneficiaries whom it will affect (and, where the change is proposed by an Access Beneficiary, by Network Rail); or

(iii) to the extent that there is any dispute as to whether the change should be implemented, or the terms on which it should be implemented, such dispute must be resolved (whether by agreement or in accordance with the ADRR) in favour of the change being implemented.

E. However, it is recognised that:

(i) safety considerations will sometimes dictate that Network Rail must make a Network Change very quickly, without recourse to all the procedures under Part G. In such cases, Network Rail's obligations under Part G may be subordinated to the interests of safety to a greater or lesser extent, depending on the circumstances (see further Condition G1.10); and

(ii) where a Network Change is required to be made as a result of a Change of Law or a Direction of a Competent Authority, most of the normal obligations of Access Parties under Part G do not apply (see further Condition G9).

F. Condition GA imposes a general obligation on Network Rail to facilitate Network Change, which includes a number of specific obligations to provide information to Access Beneficiaries and to publish documents generated under Part G on its website. Network Rail is also obliged to publish model terms and conditions which it is prepared to use in connection with the implementation of Network Change proposals.

G. Conditions G1 and G2 are concerned with proposals made by Network Rail. Conditions G3 and G4 are concerned with proposals made by Access Beneficiaries. Conditions G5 to G7 inclusive are concerned with proposals made by Network Rail using the Complex Projects Procedure. Condition G8 is concerned with the expiry and reversal process of a Short Term Network Change. G9 is concerned with mandatory changes (resulting from a Change of Law or a Direction of a Competent Authority). Condition G10 is concerned with the processes that may be adopted for establishing and implementing Network Changes. Condition G11 is concerned with dispute resolution in connection with Network Change proposals.

H. Except where it elects to follow the Complex Projects Procedure (see note J below for guidance), where Network Rail wishes to make a Network Change proposal the procedure is as follows:

(i) Network Rail gives a notice of proposal and sets a deadline for Access Beneficiaries to respond to it. Conditions G1.1 and G1.2 specify the persons to whom the notice must be given and what it must contain. In particular, the notice is to contain information on the likely material effects of

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the Network Change and the reasons for its proposal and proposals as to how affected Access Beneficiaries should be compensated for the costs, losses and expenses which they may incur as a result of the implementation of the proposed change.

(ii) Network Rail consults with operators of railway assets likely to be affected by the proposed change and may adjust the deadline for responses in the light of consultation.

(iii) If the deadline for responses is 60 or more days after the date of Network Rail's notice, Network Rail may require Access Beneficiaries to submit preliminary responses or estimates of the costs, losses and expenses which they may incur as a result of the implementation of the proposed change.

(iv) Access Beneficiaries are entitled to be reimbursed 75% of their reasonable costs of assessing a Network Change proposal by Network Rail. Network Rail may require Access Beneficiaries to provide it with estimates of such assessment costs, or to cease incurring such costs.

(v) In responding formally to a Network Change proposal, an Access Beneficiary must either accept the proposal in its entirety or object to it on one or more of the grounds specified in Condition G2.1.1(a). Grounds for objection fall into four categories: objections to the proposed change because it would breach the Access Beneficiary's access contract; objections to the change proposal on the grounds that it does not contain sufficient information to allow the Access Beneficiary to make an informed response; objections to the proposed change on the grounds that it would result in a material deterioration in performance that could not adequately be compensated; and objections to the proposed change because it does not take into account the reasonable expectations of the Access Beneficiary in relation to the future use of the part of the Network in question. When making a claim for compensation for costs, losses and expenses which it may incur as a result of the proposed change, an Access Beneficiary must state on what terms it believes such compensation should be paid. The benefits of the change to the Access Beneficiary and its chances of recouping its costs or losses from third parties (including passengers) are to be taken into account when determining the amount of such compensation.

(vi) Network Rail must then either reach agreement with any objecting Access Beneficiaries, refer the matters in dispute in accordance with the ADRR or abandon the proposal. Implementation will then depend on whether the ADRR proceedings result in a determination that the change should be implemented on terms which are acceptable to Network Rail. If no Access Beneficiary objects to a Network Change proposal, Network Rail is entitled to implement following the procedure set out in Condition G10.

I. The Short Term Network Change process allows Network Rail to propose to maintain any part of the Network at less than the published capability for a specified period. Condition G8 provides Access Beneficiaries with the ability to request, at Network Rail's cost, the reversal of any such change should they have

a reasonable expectation as to the future use of the relevant part of the Network before the expiry of the specified period.

J. *Where Network Rail wishes to make a Network Change proposal using the Complex Projects Procedure, this should be carried out as follows:*

(i) *Before giving formal notice of a proposal for a Network Change which it intends to progress using the Complex Projects Procedure, Network Rail must advise all affected Access Beneficiaries that it intends to initiate that procedure. The information provided must include details of the proposed change, the reasons for it being progressed and a draft plan setting out the intended stages and timetable for the procedure. Network Rail must also include a draft Scope of the proposal.*

(ii) *Network Rail must consult with all affected Access Beneficiaries on the information it has provided. Access Beneficiaries must take all reasonable steps to supply any information that Network Rail has requested to enable it to develop its proposal, and to provide a response to Network Rail within 30 days (or such longer period as Network Rail may specify) of receiving the consultation information. Due consideration must be given to the views contained in all responses and where Network Rail disagrees with the views of any Access Beneficiary, it must send a written explanatory response to that Access Beneficiary.*

(iii) *Once the consultation process outlined above has been completed, Network Rail may, if it wishes to proceed with the proposed Network Change, issue a notice of intended Scope to each affected Access Beneficiary.*

(iv) *Upon receipt of a notice of intended Scope, each Access Beneficiary must within 30 days (or longer if specified by Network Rail) respond in writing to Network Rail stating whether it agrees to the Scope. It can only refuse to agree if it believes that if the Scope were to be proposed as a Network Change at least one of the 'normal' reasons for rejection of a Network Change proposal, set out in Condition G2.1.1(a), would apply (see note H(v) above). Access Beneficiaries who do not respond within the specified timescales, e.g. 30 days, are deemed to have agreed to the Scope.*

(v) *If the Scope cannot be agreed by Network Rail and an affected Access Beneficiary, either party can refer the matter to dispute (using the process set out in Condition G11).*

(vi) *Access Beneficiaries are entitled to be reimbursed 100% of their minimum reasonable costs of assessing Network Rail's notice of proposed Scope. Network Rail may require Access Beneficiaries to provide it with accurate estimates of such assessment costs to enable it to assess whether they are reasonable, or if necessary to cease incurring any further costs.*

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(vii) At any time before a Network Change notice is issued, Network Rail may issue further notices of intended Scope to consult about the inclusion of further elements which it would like to form part of the Scope.

(viii) If Network Rail chooses to proceed with a Network Change using the Complex Projects Procedure it may issue a Network Change notice or notices (using the process in Condition G1) to consult on the implementation of Preparatory Works to facilitate the development of the project. Access Beneficiaries must take all reasonable steps to facilitate such works, although they have the same rejection or acceptance rights as they would if the Preparatory Works were issued as a Network Change proposal in their own right.

(ix) Once the Scope has been agreed by an Access Beneficiary, Network Rail may issue a Network Change notice to consult on the implementation of the proposed change. An Access Beneficiary cannot reject elements of the Scope which are included in such a proposal for Network Change, unless the Scope has changed from that which was agreed such that it is likely materially to affect that Access Beneficiary. If an Access Beneficiary is thus prevented from rejecting the Network Change proposal under normal grounds but would otherwise have been able to do so, it can reject the proposal if it believes the proposal for Network Change is not to the benefit of the industry as a whole.

K. Where an Access Beneficiary wishes to make a Network Change proposal, the procedure is as follows:

(i) The Access Beneficiary ("Sponsor") gives a notice of proposal to Network Rail. Condition G3.2 prescribes the contents of such a notice. In particular, the notice is to contain information on the likely material effects of the Network Change and the reasons for its proposal and proposals as to how Network Rail and affected Access Beneficiaries should be compensated for the costs, losses and expenses which they may incur as a result of the implementation of the proposed change. Network Rail must then evaluate the proposal and be permitted to consult with Access Beneficiaries and other relevant persons about the effects of the proposal.

(ii) Within 30 days of receiving the Sponsor's notice, Network Rail gives a notice setting out the Sponsor's proposal and adding further information on its own account (in particular, where it disagrees with elements of the Sponsor's proposal). The notice includes a deadline for Network Rail to respond to the Sponsor's notice of proposal, which may be adjusted in the light of consultation.

(iii) If the deadline for responses is 90 or more days after the date of Network Rail's notice, the Sponsor may require Network Rail to submit preliminary responses or estimates of the costs, losses and expenses which it may incur as a result of the implementation of the proposed change.

(iv) Network Rail is entitled to be reimbursed 75% of its reasonable costs of assessing a Network Change proposal by the Sponsor. The Sponsor may require Network Rail to provide it with estimates of such assessment costs, or to cease incurring such costs.

(v) In responding formally to a Network Change proposal, Network Rail must state on its own behalf and on behalf of any other Access Beneficiary, whether the proposal is accepted in its entirety or objected to on one or more of the grounds specified in Condition G4.1.1(a) or (b). If a Network Change proposal is accepted and Network Rail and/or an affected Access Beneficiary make a claim for compensation for costs, losses and expenses which it may incur as a result of the proposed change, Network Rail must state on what terms it (or another Access Beneficiary) believes such compensation should be paid. The benefits of the change to Network Rail or any other Access Beneficiary and their chances of recouping their costs or losses from third parties (including passengers) are to be taken into account when determining the amount of any compensation.

(vi) The Sponsor must then either reach agreement with Network Rail and other Access Beneficiaries to the extent that they raise objections to the proposal, refer the matters in dispute for determination in accordance with the ADRR or abandon the proposal. Implementation will then depend on whether the ADRR proceedings (see further Condition G10) result in a determination that the change should be implemented. If there are no objections to the proposal the Sponsor is entitled to require Network Rail to implement it following the procedure set out in Condition G9.

(vii) Where a proposal for Network Change proposed by an Access Beneficiary requires the implementation of a Vehicle Change, that Access Beneficiary must follow the required procedures under Part F as well as those under Part G.

L. This Explanatory Note does not form part of the Network Code.

Revised Part G

DEFINITIONS

In this Part G, unless the context otherwise requires:

"authorised variation"	means a variation to an established Network Change, where: (a) the terms and conditions on which the Network Change in question was established contain a variation procedure; (b) that variation procedure has been followed in accordance with its terms; and (c) the result of the operation of that variation procedure is that the established Network Change has been varied;
"change"	includes: (a) improvement or deterioration, enlargement or reduction; and (b) for the purposes of paragraph (b) of the definition of Network Change, a series of changes;
"Complex Projects Procedure"	means the procedure set out in Conditions G5 to G7;
"Effective Date"	means the date specified in a notice of proposal of a Short Term Network Change upon which the Short Term Network Change is proposed to become effective;
"Established Date"	means the first date upon which a Short Term Network Change can be implemented in accordance with Condition G10, whether or not the change is implemented on that day;
"established Network Change"	means a change falling within the definition of "Network Change" and which:

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(a) in the case of a Network Change proposed by Network Rail, Network Rail is entitled to carry out having complied with the procedural and other requirements of this Part G; and

(b) in the case of a Network Change proposed by an Access Beneficiary, Network Rail is required by this Part G to carry out,

and "establish" and "establishment" of a Network Change shall be construed accordingly;

"Expiry Date" means the date specified in a notice of proposal in relation to a Short Term Network Change which shall not be more than two years, or such longer period as is agreed between Network Rail and each Access Beneficiary that may be affected by the implementation of the proposed Short Term Network Change or determined in accordance with Condition G11, from the later of the Effective Date and the Established Date;

"Governmental Body" means any local, national or supra-national agency, authority, department, inspectorate, minister, ministry, official, court, tribunal, or public or statutory person (whether autonomous or not and including the Office of Rail Regulation);

"method of delivery" includes the means of securing access to an operational document and the ability to make use of the data contained in an operational document;

"modification" includes additions, alterations and omissions, and cognate expressions shall be construed accordingly;

"Network Change" means, in relation to an Access Beneficiary:

(a) any change in or to any part of the Network (including its layout, configuration or condition) which is likely materially to affect the operation of:

(i) the Network; or

(ii) trains operated by, or anticipated as being operated in accordance with the terms of any

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access option, by or on behalf of that Access Beneficiary on the Network; or

(b) any change to the operation of the Network (being a change which does not fall within paragraph (a) above) which:

(i) is likely materially to affect the operation of trains operated by, or anticipated as being operated in accordance with the terms of any access option, by or on behalf of that Access Beneficiary on the Network; and

(ii) has lasted or is likely to last for more than six months,

including

(x) a temporary speed restriction;

(y) a material change to the location of any of the specified points referred to in Condition B1.1(a); or

(z) a change to the method of delivery of any operational documentation (other than Railway Group Standards) owned or used by an Access Party; or

(c) any material variation to an established Network Change, other than an authorised variation,

but does not include a closure (as defined in the Railways Act 2005) or a change made under the Systems Code;

"Preparatory Works" means testing, trials, pilot activities, surveys and all other activities reasonably necessary to develop the proposed Network Change;

"Relevant Costs" means, in respect of any Network Change implemented in accordance with Condition G9:

(a) in respect of Network Rail, all costs, direct losses and expenses (including loss of revenue and liabilities to other Access Beneficiaries but excluding

liabilities under any Access Beneficiary's Access Agreement as a consequence of any Restriction of Use in connection with the implementation of that Network Change) incurred by Network Rail as a consequence of the implementation of that Network Change;

(b) in respect of any Access Beneficiary, the amounts which would otherwise be due under that Access Beneficiary's Access Agreement as a consequence of any Restriction of Use in connection with the implementation of that Network Change;

"relevant response date" means:

(a) in relation to a proposal for a Network Change under Condition G1, the later of such dates as are reasonably specified by Network Rail under Condition G1.2(a) and Condition G1.3.2 as the date on or before which an Access Beneficiary is to give notice of its response to that proposal under Condition G2.1, having regard to:

(i) the size and complexity of the change; and

(ii) the likely impact of the change on the Access Beneficiary,

and which shall not be less than 30 days from the date on which the notice of the proposal for change is given; and

(b) in relation to a proposal for a Network Change under Condition G3, the later of such dates as are reasonably specified by Network Rail under Condition G3.3.1(c)(i) and Condition G3.4.3 as the date on or before which it is to give notice of its response to that proposal under Condition G4.1, having regard to:

(i) the size and complexity of the change; and

(ii) the likely impact of the change on Access

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Beneficiaries,

and which shall not be:

(A) less than 60 days; or

(B) unless Network Rail and the Sponsor agree otherwise in writing, more than 90 days,

from the date on which Network Rail's notice under Condition G3.3.1(c) is given;

"Scope" means those elements of the scope of a proposed Network Change that are set out in a notice issued by Network Rail under Condition G5.4;

"Short Term Network Change" means a Network Change which Network Rail specifies as such in any proposal made under Condition G1, being a Network Change which involves only a temporary reduction in the capability of the Network for a defined period of time during which there is no reasonable expectation of a requirement for the capability being temporarily withdrawn;

"Sponsor" means, in relation to a proposal for a Network Change under Condition G3.1, the Access Beneficiary which has made the proposal;

"variation" means any modification to the terms or conditions (including as to the specification of the works to be done, their timing, the manner of their implementation, the costs to be incurred and their sharing, and the division of risk) on which an established Network Change is to be carried out, and "varied" and any other cognate words shall be construed accordingly; and

"variation procedure" means, in relation to an established Network Change, a procedure which:

(a) forms part of the terms and conditions on which the Network Change is established; and

(b) provides for the established Network Change itself to be varied after it has been first established.

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CONDITION GA - FACILITATION OF NETWORK CHANGE

A1 *Obligation to facilitate Network Change*

Network Rail shall take all reasonable steps to facilitate the development, establishment and implementation of any proposal for Network Change.

A2 *Limit of obligation*

Condition GA1 does not oblige Network Rail to do anything which it is not required to do under its network licence.

A3 *Facilitation*

The obligation of Network Rail under Condition GA1 includes:

(a) the provision to an Access Beneficiary of such information concerning the condition, capacity and/or capability of the Network as:

(i) Network Rail is required at any time to hold or have appropriate access to under its network licence; and

(ii) that Access Beneficiary may reasonably request in connection with the development of a proposal for Network Change (whether the proposal is made by that Access Beneficiary or another person);

(b) the publication on its website (subject to Condition A3 of the Network Code) of:

(i) every proposal for Network Change made by Network Rail under Condition G1.1 or by an Access Beneficiary under Condition G3.1;

(ii) every response to a proposal for Network Change made by an Access Beneficiary under Condition G2.1 or by Network Rail under Condition G4.1;

(iii) the determinations of matters which have been referred for determination in accordance with the ADRR under Condition G11.1 and which fall to be published in accordance with the ADRR;

(iv) every authorised variation;

(v) standard forms, produced after consultation with every other Access Party and approved by the Office of Rail Regulation, for the

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notification under this Part G of proposals for Network Change, and of responses to such proposals, which:

(A) may include different forms for different types of Network Change having regard to the size, complexity and value of the change in question; and

(B) shall be used by any person notifying or responding to a proposal for Network Change under this Part G, unless it is not reasonably practicable for it to do so; and

(vi) model terms and conditions, produced after consultation with every other Access Party and approved by the Office of Rail Regulation, by way of supplement to the terms of this Part G and on which Network Rail is prepared to contract for or in connection with the implementation of a Network Change which:

(A) shall provide appropriate and proportionate forms of contract for different types of Network Change having regard to the size, complexity and value of the change in question;

(B) may include variation procedures; and

(C) shall, so far as reasonably practicable, form the basis of any terms and conditions relating to the implementation of a Network Change which are proposed by Network Rail under Condition G1 or by an Access Beneficiary under Condition G3;

(c) the provision of a preliminary response to a proposal for Network Change by an Access Beneficiary under Condition G3.4;

(d) such consultation before a notice of a proposal for a Network Change is submitted by an Access Beneficiary as may reasonably be expected to enable that Access Beneficiary to assess the feasibility and affordability of the proposed change; and

(e) such consultation with the persons specified in Condition G1.1(a) and G3.1(b) before a notice of a proposal for a Network Change is given by Network Rail or submitted by an Access Beneficiary as:

(i) Network Rail considers reasonably necessary; and

(ii) any person specified in Condition G1.1(a) and G3.1(b) may reasonably request,

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to enable the proposal to be developed in an efficient and economical manner.

CONDITION G1 - NETWORK CHANGE PROPOSAL BY NETWORK RAIL

1.1 *Notice of proposal*

Subject to Conditions G1.9 and G1.10, if Network Rail wishes to make a Network Change, it shall:

(a) give notice of its proposal for Network Change to:

(i) each Access Beneficiary that may be affected by the implementation of the proposed Network Change;

(ii) the Secretary of State, and Scottish Ministers if they may be affected by the implementation of the proposed Network Change;

(iii) the Office of Rail Regulation; and

(iv) each Passenger Transport Executive that may be affected, Transport for London if it may be affected and the Welsh Assembly Government if it may be affected, by the implementation of the proposed Network Change; and

(b) without delay publish on its website a summary of its proposal for Network Change.

1.2 *Content of notice of proposed Network Change*

A notice of a proposed Network Change given by Network Rail under Condition G1.1 shall:

(a) state the relevant response date and the obligations of Access Parties under Conditions G1 and G2;

(b) indicate whether and to what extent the proposed Network Change has been progressed using the Complex Projects Procedure;

(c) indicate whether the proposed Network Change is a Short Term Network Change;

(d) invite the persons specified in Condition G1.1(a)(ii)-(iv) to submit comments by the relevant response date;

(e) contain:

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(i) the reasons why it is proposed to make the change, including the effects it is intended or may reasonably be expected to have on the operation of the Network or on trains operated on the Network;

(ii) a specification of the works to be done (including a plan showing where the work is to be done and the parts of the Network and associated railway assets likely to be affected);

(iii) the proposed times within which the works are to be done and when they are intended or may reasonably be expected to be begun and completed;

(iv) Network Rail's proposals (if any) for the division of the costs of carrying out the change, including any proposals in relation to the calculation or payment of compensation to Access Beneficiaries in respect of the change;

(v) in the case of a Short Term Network Change:

(A) Network Rail's proposals as to the Effective Date;

(B) Network Rail's proposals as to the Expiry Date;

(C) the estimated timescale in which the change could reasonably be reversed if so requested by an Access Beneficiary based on its reasonable expectations as to future use of the Network; and

(D) the capability of the relevant section of the Network before the proposed Short Term Network Change (and any Short Term Network Change which it succeeds) and the proposed reduction to that capability;

(vi) any additional terms and conditions which Network Rail proposes should apply to the change, including any proposed variation procedure;

(vii) the results of any consultation undertaken in accordance with Condition G5; and

(viii) the results of any Preparatory Works undertaken in accordance with Condition G6; and

(f) be prepared to a standard, and in such detail, as is reasonably necessary, having due regard to the level of knowledge and expertise reasonably to

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be expected of the persons specified in Condition G1.1(a), to enable any such person to assess the likely effect of the proposed change on its business and its performance of any obligations or the exercise of any discretions which it has in relation to railway services.

1.3 *Consultation*

1.3.1 Network Rail shall, after giving notice of any proposal for Network Change under Condition G1.1, consult with each operator of railway assets likely to be materially affected by the proposed change to the extent reasonably necessary so as properly to inform that operator of the change and to enable that operator to assess the consequences for it of the proposed change.

1.3.2 After consultation under this Condition G1.3, Network Rail may notify a later relevant response date to the persons to whom the notice of proposal for Network Change was given.

1.4 *Obligations on Access Beneficiaries to facilitate Network Change*

1.4.1 Except in the circumstances and to the extent specified in Condition G1.4.2, an Access Beneficiary shall, when consulted by Network Rail under Condition G1.3, take all reasonable steps to comply with any written request of Network Rail to provide Network Rail, within a reasonable period of time and at no cost to Network Rail, with:

(a) a preliminary estimate of those costs, losses and expenses referred to in Condition G2.2; or

(b) a preliminary written response in respect of the proposed Network Change, which shall:

(i) be binding on the Access Beneficiary, unless the Access Beneficiary indicates otherwise; and

(ii) if it is negative, include reasons.

1.4.2 An Access Beneficiary shall not be obliged to comply with a request from Network Rail under Condition G1.4.1:

(a) unless:

(i) the relevant response date is 60 or more days after the date on which the proposal for Network Change was given; and

(ii) the request is made at the same time as Network Rail gives its notice under Condition G1.1; or

(b) to the extent that the Access Beneficiary is unable to comply with such a request, having regard to the information reasonably available to it.

1.5 *Reimbursement of costs*

Subject to Conditions G1.4 and G2, each Access Beneficiary shall be entitled to reimbursement by Network Rail of 75% of all costs incurred by that Access Beneficiary in assessing any Network Change proposed by Network Rail. Those costs shall be the minimum reasonably necessary for that Access Beneficiary to carry out that assessment.

1.6 *Further information regarding costs*

Each Access Beneficiary shall, upon request from Network Rail from time to time, provide Network Rail with written estimates of the costs of assessing a proposal for Network Change proposed by Network Rail (as referred to in Condition G1.5) including estimated costings of the work to be carried out and shall:

(a) be entitled to require reasonable assurances of payment in respect of any material work to be carried out for the purposes of that evaluation before commencing such work; and

(b) upon request from Network Rail from time to time, provide Network Rail with such information as may be reasonably necessary to enable Network Rail to assess the reasonableness of any estimate.

1.7 *Accuracy of estimates*

Each Access Beneficiary shall ensure that any estimates given by it are, so far as reasonably practicable, accurate on the basis of the information reasonably available to it.

1.8 *Obligation to incur no further costs*

An Access Beneficiary shall, if requested by Network Rail at any time, incur no further costs (except any costs which cannot reasonably be avoided) in respect of any proposal for Network Change made by Network Rail.

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1.9 *Changes to the operation of the Network*

In the case of a Network Change within the meaning of paragraph (b) of that term's definition, Network Rail may commence implementing the procedure set out in this Part G and shall, upon notice being given by the relevant Access Beneficiary to Network Rail at any time after the expiry of the relevant period, promptly commence implementing and thereafter comply with that procedure as if that change were a Network Change proposed by Network Rail.

1.10 *Network Change for safety reasons*

To the extent that a Network Change within the meaning of paragraph (a) of that term's definition is required to be made by Network Rail for safety reasons, Network Rail shall not be obliged to implement the procedure set out in this Part G in relation to that change until the change has lasted for three months. Upon expiry of the relevant period, Network Rail shall promptly commence implementing and thereafter comply with the procedure set out in this Part G as if the relevant Network Change were a Network Change proposed by Network Rail.

CONDITION G2 - RESPONSE BY ACCESS BENEFICIARY TO NETWORK CHANGE PROPOSAL

2.1 *Obligation to give notice of response*

2.1.1 The Access Beneficiary shall give notice to Network Rail if it considers that:

(a) one or more of the following conditions has been satisfied:

(i) the implementation of the proposed change would necessarily result in Network Rail breaching an access contract to which that Access Beneficiary is a party;

(ii) Network Rail has failed, in respect of the proposed change, to provide sufficient particulars to that Access Beneficiary under Condition G1.2;

(iii) the implementation of the proposed change would result in a material deterioration in the performance of that Access Beneficiary's trains which cannot adequately be compensated under this Condition G2 or (where that Access Beneficiary is a Train Operator) in respect of a Restriction of Use in connection with the implementation of the proposed change under that Train Operator's Access Agreement; or

(iv) the proposed change does not adequately take account of the reasonable expectations of the Access Beneficiary as to the future use of the relevant part of the Network; and/or

(b) one or more of the conditions set out in Condition G2.1.1(a) has been satisfied but it is prevented by Condition G5.7 from objecting to the proposed Network Change and the proposed Network Change is not, on the basis of the available evidence and taking account of the alternative solutions available and the progress made with the proposed Network Change, to the benefit of the industry as a whole; and/or

(c) it should be entitled to compensation from Network Rail for the consequences of the implementation of the change either:

(i) in accordance with compensation terms proposed under Condition G1; or

(ii) on terms other than those proposed (if any) under Condition G1.

2.1.2 Any notice of the kind referred to in Condition G2.1.1(a) above shall include the reasons for the Access Beneficiary's opinion. Any notice of the kind mentioned in Condition G2.1.1(c)(ii) above shall include the reasons why the Access Beneficiary considers that any compensation terms proposed under Condition G1 are inappropriate and shall detail:

(a) the amount of compensation required and the methodology used to calculate the amount of compensation required; or

(b) if the Access Beneficiary is not reasonably able to provide details of the amount of compensation required, the methodology to be used to calculate the amount of compensation required; and in either case

(c) the means by which the compensation should be paid, including any security or other assurances of payment which Network Rail should provide.

The notice referred to above shall contain such detail as is reasonable to enable Network Rail to assess the merits of the Access Beneficiary's decision.

2.2 *Amount of compensation*

Subject to Condition G2.3 and Condition G2.4.1, the amount of the compensation referred to in Condition G2.1 shall be an amount equal to the amount of the costs, direct losses and expenses (including loss of revenue) which are reasonably incurred or can reasonably be expected to be incurred by

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the Access Beneficiary as a consequence of the implementation of the proposed change.

2.3 *Benefits to be taken into account*

There shall be taken into account in determining the amount of compensation referred to in Condition G2.2:

(a) subject to Condition G2.4.2, the benefit (if any) to be obtained or likely in the future to be obtained by the Access Beneficiary as a consequence of the proposed Network Change; and

(b) the ability or likely future ability of the Access Beneficiary to recoup any costs, losses and expenses from third parties including passengers and customers.

2.4 *Restrictions of Use*

2.4.1 The amount of the compensation referred to in Condition G2.2 shall exclude the amount of the costs, direct losses and expenses (including loss of revenue) which are reasonably incurred or can reasonably be expected to be incurred by the Train Operator as a consequence of any Restriction of Use in connection with the implementation of the proposed change.

2.4.2 The benefits taken into account in determining the amount of the compensation for the proposed change under Condition G2.3 shall exclude the benefit (if any) to be obtained or likely in the future to be obtained by the Train Operator as a consequence of any Restriction of Use in connection with the implementation of the proposed change (with that exclusion including any compensation payable to that Train Operator in respect of that Restriction of Use under its Access Agreement).

CONDITION G3 - NETWORK CHANGE PROPOSAL BY ACCESS BENEFICIARY

3.1 *Notice of proposal*

An Access Beneficiary shall, if it wishes Network Rail to make a Network Change:

(a) submit to Network Rail a proposal for such change; and

(b) permit Network Rail to consult with:

(i) each Access Beneficiary that may be affected by the implementation of the proposed Network Change;

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(ii) the Secretary of State, and Scottish Ministers if they may be affected by the implementation of the proposed Network Change;

(iii) the Office of Rail Regulation; and

(iv) each Passenger Transport Executive that may be affected, Transport for London if it may be affected and the Welsh Assembly Government if it may be affected, by the implementation of the proposed Network Change,

to the extent provided for under Condition G3.3.1(b), subject to such requirements as to confidentiality as are reasonable.

3.2 *Content of Sponsor's notice of proposal*

A notice of a proposed Network Change given by the Sponsor under Condition G3.1 shall:

(a) contain:

(i) the reasons why it is proposed to make the change, including the effects it is intended or expected to have on the operation of the Network or on trains operated on the Network;

(ii) a specification of the works to be done (including a plan or plans showing where the work is to be done and the parts of the Network and associated railway assets likely to be affected);

(iii) the proposed times within which the works are to be done and when they are intended or expected to be begun and completed;

(iv) the Sponsor's proposals (if any) for the division of the costs of carrying out the change including any proposals in relation to the calculation or payment of compensation to Network Rail or any Access Beneficiary in respect of the change; and

(v) the additional terms and conditions (if any) which the Sponsor proposes should apply to the change, including any variation procedure; and

(b) be prepared to a standard, and in such detail, as is reasonably necessary, having due regard to the level of knowledge and expertise reasonably to be expected of the persons specified in Condition G3.1(b), to enable:

(i) Network Rail; and

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(ii) any person specified in Condition G3.1(b),

to assess the likely effect of the proposed change on its business and its performance of any obligations or exercise of any discretions which it has in relation to railway services.

3.3 *Evaluation of proposal and consultation*

3.3.1 If Network Rail receives a proposal for Network Change under Condition G3.1, it shall:

(a) evaluate and discuss the proposal for change with the Sponsor for such period as is reasonable having due regard to the likely impact of the proposed Network Change on either or both of Network Rail and other operators of trains;

(b) consult with each person specified in Condition G3.1(b) likely to be materially affected by the proposed change to the extent reasonably necessary so as properly to inform them of the change and to enable them to assess the consequences for them of the change; and

(c) for the purpose of the consultation under Condition G3.3.1(b), within 30 days of the date on which the Sponsor's notice under Condition G3.1 was given, give a notice to the persons specified in Condition G3.1(b), with a copy to the Sponsor, inviting them to submit comments by the relevant response date and stating:

(i) the relevant response date and the obligations of Access Parties under Conditions G3 and G4;

(ii) the reasons given by the Sponsor under Condition G3.2(a)(i) for proposing to make the change;

(iii) Network Rail's estimate of the likely impact of the change on the operation and performance of the Network; and

(iv) Network Rail's own proposals as to:

(A) the arrangements for, and any proposed terms applicable to, the implementation of the change;

(B) the specification of the works to be done (including a plan or plans showing where the work is to be done and the

parts of the Network and associated railway assets likely to be affected);

(C) the times within which the works are to be done and when they are intended or expected to be begun and completed;

(D) the division of the costs of carrying out the change, including any proposals in relation to the calculation or payment of compensation to Access Beneficiaries in respect of the change; and

(E) any additional terms and conditions which should apply to the change, including any proposed variation procedure.

3.3.2 In preparing a notice under Condition G3.3.1(c), Network Rail:

(a) shall comply with the standard specified in Condition G3.2(b); and

(b) in respect of each of the matters specified in Condition G3.3.1(c)(iv):

(i) shall have regard to any relevant statements and proposals contained in the Sponsor's notice under Condition G3.1;

(ii) shall give reasons for any differences between those statements and proposals and its own proposals under Condition G3.3.1(c)(iv); and

(iii) may annex to its notice any proposal contained in the Sponsor's notice under Condition G3.1 with which it agrees, stating its agreement, and, where appropriate, that it has no proposals of its own on the matter concerned.

3.4 *Facilitation of Network Change by Network Rail*

3.4.1 Except in the circumstances and to the extent specified in Condition G3.4.2, Network Rail shall, when consulted by the Sponsor, take all reasonable steps to comply with any written request of the Sponsor to provide the Sponsor, within a reasonable period of time, and at no cost to the Sponsor, with:

(a) a preliminary estimate of those costs, losses and expenses referred to in Condition G4.2 which may be incurred by Network Rail; and/or

(b) a preliminary written response in respect of the proposed Network Change, which shall:

(i) be binding on Network Rail, unless Network Rail indicates otherwise; and

(ii) if it is negative, include reasons.

3.4.2 Network Rail shall not be obliged to comply with a request from the Sponsor under Condition G3.4.1:

(a) unless:

(i) the relevant response date is 90 or more days after the date on which Network Rail's notice under Condition G3.3.1(c) was given; and

(ii) the request is made within 7 days of the Sponsor receiving Network Rail's notice under Condition G3.3.1(c); or

(b) to the extent that Network Rail is unable to comply with such a request, having regard to the information reasonably available to it.

3.4.3 After consultation with the Sponsor and under Condition G3.3.1(b), Network Rail may notify a later relevant response date to the Sponsor and the persons to whom it gave its notice under Condition G3.3.1(c).

3.5 *Reimbursement of costs*

Subject to Conditions G3.4 and G4, Network Rail shall be entitled to reimbursement by the Sponsor of 75% of all costs incurred by Network Rail in assessing any Network Change proposed by the Sponsor. Those costs shall be the minimum reasonably necessary for Network Rail to carry out that assessment.

3.6 *Provision of estimate of costs by Network Rail*

Network Rail shall, upon request from the Sponsor from time to time, provide the Sponsor with written estimates of the costs of assessing a proposal for Network Change submitted by the Sponsor (as referred to in Condition G3.5) including estimated costings of the work to be carried out and shall:

(a) be entitled to require reasonable assurances of payment in respect of any material work to be carried out for the purposes of that assessment before commencing such work; and

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(b) upon request from the Sponsor from time to time provide the Sponsor or its agents with such information as may be reasonably necessary to enable the Sponsor to assess the reasonableness of any estimate.

3.7 *Accuracy of estimates*

Network Rail shall ensure that any estimates given by it are, so far as reasonably practicable, accurate on the basis of the information reasonably available to it.

3.8 *Obligation to incur no further costs*

Network Rail shall, if requested by the Sponsor at any time, incur no further costs (except any costs that cannot reasonably be avoided) in respect of any proposal for Network Change made by the Sponsor.

3.9 *Relationship with Vehicle Change*

If the implementation of a Network Change proposed by the Sponsor also requires the implementation of a Vehicle Change in respect of the trains operated by the Sponsor, the Sponsor shall follow the procedures and satisfy the requirements of both this Part G and Part F and the requirement for a Vehicle Change shall not preclude the right of the Sponsor to follow the procedure in this Part G for a Network Change or vice versa.

CONDITION G4 - RESPONSE BY NETWORK RAIL TO NETWORK CHANGE PROPOSAL

4.1 *Obligation to give notice of response*

4.1.1 Network Rail shall give notice to the Sponsor if:

(a) it considers that one or more of the following conditions has been satisfied:

(i) the implementation of the proposed change would necessarily result in Network Rail breaching any access contract (other than an access contract to which the Sponsor is a party);

(ii) the Sponsor has failed in a material respect to comply with its obligations under Condition G3.2 provided that Network Rail shall first have given the Sponsor a reasonable opportunity to remedy that failure;

(iii) the implementation of the proposed change would result in a material adverse effect on the maintenance or operation of the

Network or the operation of any train on the Network which in any such case cannot adequately be compensated under this Condition G4 or in respect of a Restriction of Use in connection with the implementation of the proposed change under the relevant Train Operator's Access Agreement; or

(iv) the proposed change does not adequately take account of the reasonable expectations of an Access Party (other than the Sponsor) as to the future use of the relevant part of the Network;

(b) any Access Beneficiary shall have given notice to Network Rail that it considers that any of the conditions specified in paragraph (a) above has been satisfied;

(c) it considers that it should be entitled to compensation from the Sponsor for the consequences of the implementation of the change either:

(i) in accordance with compensation terms proposed under Condition G3; or

(ii) on terms other than those proposed (if any) under Condition G3; and/or

(d) any Access Beneficiary shall have given notice to Network Rail that it considers that it should be entitled to compensation from the Sponsor for the consequences of the implementation of the change either:

(i) in accordance with compensation terms proposed under Condition G3; or

(ii) on terms other than those proposed (if any) under Condition G3.

4.1.2 Any notice of the kind referred to in Conditions G4.1.1(a) and (b) above shall include the reasons for the opinion in question. Any notice of the kind mentioned in Conditions G4.1.1(c)(ii) and (d)(ii) above shall include the reasons why Network Rail or the relevant Access Beneficiary considers that any compensation terms proposed under Condition G3 are inappropriate and shall detail:

(a) the amount of compensation required and the methodology used to calculate the amount of compensation required; or

(b) if Network Rail or the relevant Access Beneficiary is not reasonably able to provide details of the amount of compensation required, the

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methodology to be used to calculate the amount of compensation required; and in either case

(c) the means by which the compensation should be paid, including any security or other assurances of payment which the Sponsor should provide.

The notice referred to above shall contain such detail as is reasonable to enable the Sponsor to assess the merits of Network Rail or the relevant Access Beneficiary's decision.

4.2 ***Amount of compensation***

Subject to Condition G4.3, the aggregate of the amount of the compensation referred to in Condition G4.1 shall be:

(a) subject to Condition G4.4.1 an amount equal to the amount of the costs, direct losses and expenses (including loss of revenue) which are reasonably incurred or can reasonably be expected to be incurred by Network Rail or the relevant Access Beneficiary in question as a consequence of the implementation of the proposed change other than any such costs, losses or expenses which are attributable to the Sponsor improving its ability to compete with other operators of railway assets; and

(b) an amount equal to the amount of costs, direct losses or expenses (including loss of revenue) which are reasonably incurred or can reasonably be expected to be incurred by Network Rail as consequence of implementing a Network Change including the recovery of any payments made by Network Rail to the relevant Train Operator under that Train Operator's Access Agreement for the relevant Restriction(s) of Use.

4.3 ***Benefits to be taken into account***

There shall be taken into account in determining the amount of compensation referred to in Condition G4.2:

(a) subject to Condition G4.4.2 the benefit (if any) to be obtained or likely in the future to be obtained by Network Rail or the relevant Access Beneficiary as a consequence of the implementation of the proposed change; and

(b) the ability or likely future ability of Network Rail or the relevant Access Beneficiary to recoup any costs, losses and expenses from third parties including passengers and customers.

4.4 *Restrictions of Use*

4.4.1 The amount of the compensation referred to in Condition G4.2 shall in respect of any Train Operator exclude the amount of the costs, direct losses and expenses (including loss of revenue) which are reasonably incurred or can reasonably be expected to be incurred by that Train Operator as a consequence of any Restriction of Use in connection with the implementation of the proposed change.

4.4.2 The benefits taken into account in determining the amount of the compensation for the proposed change under Condition G4.3 shall in respect of any Train Operator exclude the benefit (if any) to be obtained or likely in the future to be obtained by that Train Operator as a consequence of any Restriction of Use in connection with the implementation of the proposed change (with that exclusion including any compensation payable to that Train Operator in respect of that Restriction of Use under its Access Agreement).

CONDITION G5 - SCOPE OF COMPLEX PROJECTS

5.1 *Consultation prior to making a proposal for Network Change using the Complex Projects Procedure*

Before submitting a proposal for Network Change which Network Rail intends to establish using the Complex Projects Procedure, Network Rail shall provide the following information to each Access Beneficiary which it considers may be affected by the implementation of the proposed Network Change:

(a) that Network Rail intends to initiate the Complex Projects Procedure in respect of the proposed Network Change;

(b) the details of the proposed Network Change which Network Rail can reasonably make available;

(c) the reasons why Network Rail believes that the proposed Network Change is required including the effects it is intended or may reasonably be expected to have on the operation of the Network or on trains operated on the Network;

(d) the reasons why Network Rail believes that the proposed Network Change should be established in accordance with the Complex Projects Procedure;

(e) any other information Network Rail reasonably believes an affected Access Beneficiary may reasonably require to understand the proposed Network Change;

(f) a draft plan setting out the intended stages and timetable for the Complex Projects Procedure; and

(g) the Scope that Network Rail intends to propose under Condition G5.4.

5.2 *Consultation with affected Access Beneficiaries*

Network Rail shall, having provided the information set out in Condition G5.1, consult with each Access Beneficiary which it considers may be affected by the proposed change. During the consultation process Network Rail shall give due consideration to the views of each Access Beneficiary and, where Network Rail disagrees with the views of an Access Beneficiary, shall provide that Access Beneficiary with a written response setting out the reasons why Network Rail disagrees with the views of that Access Beneficiary.

5.3 *Facilitation by Access Beneficiaries*

Access Beneficiaries consulted under Condition G5.2 shall take all reasonable steps to make the consultation process effective, including:

(a) the taking of all reasonable steps to provide Network Rail with such information as Network Rail reasonably requests in connection with the development of the proposal for Network Change under Condition G5.1; and

(b) the provision to Network Rail of a response to Network Rail's consultation under Condition G5.2 in relation to the proposed Network Change within 30 days of being consulted by Network Rail, or such longer period as Network Rail may specify.

5.4 *Notice of intended Scope*

Once the consultation procedure set out in Conditions G5.2 and G5.3 has concluded, Network Rail may, if it wishes to proceed with the proposed Network Change using the Complex Projects Procedure, issue a notice of intended Scope to each Access Beneficiary which it considers may be affected.

5.5 *Response to notice of intended Scope*

Each Access Beneficiary that receives a notice of intended Scope from Network Rail under Condition G5.4 shall, within 30 days, or such longer period as Network Rail specifies, of the receipt of such notice, respond to Network Rail in writing stating either that it:

(a) agrees to the Scope set out in the notice; or

(b) does not agree to the Scope set out in the notice and it considers that there is a reasonable likelihood that, if the Scope were to be proposed as part of a Network Change under Condition G1, the Access Beneficiary would be likely to succeed in preventing the Network Change being established solely due to it being entitled to give notice under Condition G2.1.1(a).

Any notice under (b) above that an affected Access Beneficiary does not agree to the Scope set out by Network Rail in the notice of intended Scope shall include the reasons why the affected Access Beneficiary does not so agree.

If an Access Beneficiary receives a notice of intended Scope from Network Rail under Condition G5.4 and fails to respond to Network Rail in writing within 30 days, or such longer period as Network Rail specifies, of the receipt of such notice, the affected Access Beneficiary shall be deemed to have agreed to the Scope as if the affected Access Beneficiary had given notice to Network Rail under Condition G5.5(a).

5.6 *Failure to agree Scope*

If an Access Beneficiary does not agree to the Scope under Condition G5.5(b), then Network Rail and the Access Beneficiary may enter into discussions with a view to agreeing the Scope, including any changes to the Scope which may be appropriate. At any time after an Access Beneficiary serves a notice under Condition G5.5(b) any Access Party may refer the issue in accordance with the ADRR for determination in accordance with Condition G11.

5.7 *Effect of agreement of Scope*

Once the relevant Scope of the proposed Network Change has been agreed under Conditions G5.5 or G5.6 or determined under Condition G5.6 with an Access Beneficiary, that Access Beneficiary shall not be entitled to give notice to Network Rail subsequently under Condition G2.1.1(a) to challenge any elements of the Network Change to the extent included in the Scope except where there is a change to the Scope which is likely materially to affect the Access Beneficiary since the Scope was agreed under Conditions G5.5 or G5.6 or determined under Condition G5.6.

5.8 ***Costs incurred by Access Beneficiaries due to the consultation process***

An Access Beneficiary shall be entitled to reimbursement by Network Rail of 100% of all costs reasonably incurred by that Access Beneficiary in complying with its obligations under Conditions G5.3 and G5.5. The costs shall be the minimum reasonably necessary for that Access Beneficiary to carry out the assessment.

5.9 ***Further information regarding costs***

Each Access Beneficiary shall, upon request from Network Rail from time to time, provide Network Rail with written estimates of the costs of complying with its obligations under Conditions G5.3 and G5.5 including estimated costings of the work to be carried out and shall:

(a) be entitled to require reasonable assurances of payment in respect of any material work to be carried out for the purposes of that evaluation before commencing such work; and

(b) upon request from Network Rail from time to time, provide Network Rail with such information as may be reasonably necessary to enable Network Rail to assess the reasonableness of any estimate.

5.10 ***Accuracy of estimates***

Each Access Beneficiary shall ensure that any estimates given by it are, so far as reasonably practicable, accurate on the basis of the information reasonably available to it.

5.11 ***Obligation to incur no further costs***

An Access Beneficiary shall, if requested by Network Rail at any time, incur no further costs (except any costs which cannot reasonably be avoided) in respect of any consultation in respect of a proposed Network Change to which this Condition G5 applies.

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5.12 *Further agreement of Scope*

If, at any time before Network Rail issues a notice of proposed change under Condition G1.1, Network Rail wishes to agree further elements of the proposed Network Change to be included in the Scope, Network Rail may issue further notices of intended Scope in respect of such further elements in accordance with Conditions G5.1 to G5.11 and once agreed or determined in accordance with Conditions G5.5 or G5.6 such further elements will be included in and form part of the Scope.

CONDITION G6 - PREPARATORY WORKS

6.1 *Network Rail's obligations in relation to Preparatory Works*

Network Rail may, if it wishes to proceed with a proposed Network Change using the Complex Projects Procedure, make proposals for the implementation of Preparatory Works under Condition G1, and except as provided in this Condition G6, Access Beneficiaries shall have the same rights in respect of such proposals as if each proposal of Preparatory Works was a separate Network Change proposal.

6.2 *Obligations of Access Beneficiaries in relation to Preparatory Works*

Each Access Beneficiary which is likely to be affected by the Preparatory Works shall take all reasonable steps to facilitate the Preparatory Works which are undertaken by Network Rail including by the taking of all reasonable steps to provide Network Rail with such information as Network Rail reasonably requests in connection with the development of the Preparatory Works.

6.3 *Further Preparatory Works*

If at any time Network Rail is reasonably of the view that further Preparatory Works are required, Network Rail shall propose such further Preparatory Works in accordance with this Condition G6.

CONDITION G7 - COMPLEX PROJECTS NETWORK CHANGE

If, having previously agreed or determined the Scope in accordance with Conditions G5.5 or G5.6, Network Rail wishes to implement a Network Change which it has progressed using the Complex Projects Procedure, it shall propose the Network Change in accordance with Condition G1.

CONDITION G8 - SHORT TERM NETWORK CHANGE

8.1 *Reversal of a Short Term Network Change*

8.1.1 An Access Beneficiary may request in writing that Network Rail reverse the effect of a Short Term Network Change before its Expiry Date if the effect of the Short Term Network Change would prevent the Access Beneficiary using the Network in a manner consistent with the reasonable expectations of that Access Beneficiary as to the future use of the relevant part of the Network.

8.1.2 The Access Beneficiary shall include with any notice requesting the reversal of the effect of a Short Term Network Change served under Condition G8.1.1 evidence to support the Access Beneficiary's claim of reasonable expectations as to the future use of the relevant part of the Network which requires that reversal.

8.1.3 The Access Beneficiary shall provide Network Rail with such further information as Network Rail may reasonably require to enable Network Rail to assess the reasonableness of the Access Beneficiary's request to reverse the effect of a Short Term Network Change.

8.1.4 Upon receipt of a notice to reverse the effect of a Short Term Network Change served under Condition G8.1.1, Network Rail shall:

(a) reverse the effect of the Short Term Network Change at its own cost by the later of the following:

(i) the earlier of:

(A) the estimated timescale for reversal set out in the notice of proposed Network Change served under Condition G1.1; and

(B) the timescale within which Network Rail can complete the reversal without incurring any greater cost than would have reasonably been incurred by Network Rail had the effect of the Short Term Network Change been reversed in accordance with the estimated timescale for reversal set out in the notice of proposed Network Change served under Condition G1.1; or

(ii) the earliest use for which the Access Beneficiary can demonstrate a reasonable expectation as to future use; or

(b) respond to the Access Beneficiary in writing within 30 days stating that Network Rail does not believe that the effect of the Short Term Network Change is preventing the Access Beneficiary using the Network in accordance with the reasonable expectations of that Access Beneficiary

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as to the future use of the relevant part of the Network and giving reasons for its decision.

Network Rail shall not be liable to any Access Beneficiary if and to the extent that the date of the requested reversal is earlier than the date by which Network Rail must reverse the effect of the Short Term Network Change as calculated under Condition G8.1.4(a).

8.2 ***Expiry of a Short Term Network Change***

Network Rail shall restore at its own cost any part of the Network which has been subject to a Short Term Network Change to its original capability as set out in the notice of proposal for the Short Term Network Change by the Expiry Date unless and to the extent that:

(a) a Network Change has been implemented in place of the Short Term Network Change; or

(b) a further Short Term Network Change has been implemented.

8.3 ***Notification of reversal of a Short Term Network Change prior to the Expiry Date***

Network Rail shall publish details of each Short Term Network Change which is reversed prior to the Expiry Date.

CONDITION G9 - CHANGES IMPOSED BY COMPETENT AUTHORITIES

Where Network Rail is required (other than at its own request or instigation) to implement a Network Change as a result of any Change of Law or any Direction of any Competent Authority other than the Office of Rail Regulation exercising any of its functions which do not fall within the definition of 'safety functions' as defined in section 4 of the Act:

(a) Network Rail shall, except to the extent that the relevant Change of Law or Direction otherwise requires, comply with Conditions G1.1 and G1.2 (other than Condition G1.2(e)(iv)) in respect of that Network Change;

(b) each Access Beneficiary shall make such alterations (if any) to its railway vehicles and its Services as are reasonably necessary to accommodate that Network Change and shall, except to the extent that the relevant Change of Law or Direction otherwise requires, comply with Conditions F2.1, F2.2 and F2.3 (other than Conditions F2.2(a)(vi) and F2.3.1(c)(v)(B) and (D));

(c) subject to Condition G9(d), each Access Party shall bear its own costs or losses arising out of the implementation of the Network Change or the consequences thereof;

(d) where Network Rail recovers compensation in respect of that Network Change from a Competent Authority or some other Governmental Body, it shall pay to Access Beneficiaries:

(i) where any compensation paid to Network Rail in relation to that Network Change is sufficient to cover the Relevant Costs of the Access Beneficiary and of Network Rail, the Relevant Costs of the Access Beneficiary; and

(ii) where such compensation is not so sufficient, such proportion of that compensation as the Access Beneficiary's Relevant Costs bears to the sum of Network Rail's Relevant Costs and all the Access Beneficiary's Relevant Costs in respect of that Network Change; and

(e) Network Rail shall use reasonable endeavours to negotiate with the relevant Competent Authority or Governmental Body (as applicable) a level of compensation in respect of that Network Change which is sufficient to ensure that the Access Beneficiary receives compensation for all of its Relevant Costs. Network Rail shall from time to time consult with the Access Beneficiary and keep the Access Beneficiary informed in reasonable detail of the progress of such negotiations.

CONDITION G10 - ESTABLISHMENT AND IMPLEMENTATION

10.1 *Implementation of a Network Rail proposed Network Change*

10.1.1 Network Rail shall be entitled to implement a proposed Network Change if:

(a) it has not received a notice from any Access Beneficiary under Condition G2.1 by the relevant response date; or

(b) it has received notice by the relevant response date from an Access Beneficiary under Condition G2.1(c) and either the amount of any compensation referred to in Condition G2.1 has been agreed, or resolved, or the method by which such compensation is to be calculated has been agreed or resolved under Condition G11; and

(c) there is no other unresolved dispute under this Part G (whether under this Condition G10 or otherwise) as regards the proposed change between Network Rail and any affected Access Beneficiary.

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10.1.2 Network Rail may, if it considers it expedient to do so in order to confirm whether or not Condition G10.1.1 has been satisfied, issue a notice to all affected Access Beneficiaries when it reasonably believes it is entitled to implement a proposed Network Change.

10.1.3 Network Rail's entitlement to implement a proposed Network Change shall be treated as confirmed 21 days after it has served a notice in respect of that Network Change in accordance with Condition G10.1.2 unless it receives notice from an Access Beneficiary within those 21 days disputing Network Rail's entitlement to implement that proposed Network Change under Condition G10.1.1 and giving full particulars of its reasons.

10.1.4 If Network Rail does not agree with the contents of a notice served by an affected Access Beneficiary in accordance with Condition G10.1.3, Network Rail may:

(a) refer the matter for determination in accordance with the ADRR and Condition G11 shall apply; or

(b) withdraw the proposed Network Change.

10.2 *Implementation of a Sponsor proposed Network Change*

10.2.1 The Sponsor shall be entitled to instruct Network Rail to implement a proposed Network Change if:

(a) Network Rail has not given notice under Condition G4.1 by the relevant response date; or

(b) Network Rail has given notice by the relevant response date under Condition G4.1.1(c) and either the amount of any compensation referred to in Condition G4.1 has been agreed, or resolved, or the method by which such compensation is to be calculated has been agreed or resolved under Condition G11; or

(c) Network Rail has received notice from an Access Beneficiary under Condition G4.1.1(d) and either the amount of any compensation referred to in Condition G4.1 has been agreed, or resolved, or the method by which such compensation is to be calculated has been agreed or resolved under Condition G11; and

(d) there is no other unresolved dispute under this Part G (whether under this Condition G10 or otherwise) as regards the proposed change between the Sponsor and any Access Party.

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10.2.2 The Sponsor may, if it considers it expedient to do so in order to confirm whether or not Condition G10.2.1 has been satisfied, instruct Network Rail to issue a notice to all affected Access Beneficiaries when the Sponsor reasonably believes that it is entitled to instruct Network Rail to implement a proposed Network Change and Network Rail shall then serve such a notice within 7 days of the instruction.

10.2.3 The Sponsor's entitlement to instruct Network Rail to implement a proposed Network Change shall be treated as confirmed 35 days after Network Rail has served a notice in respect of that Network Change in accordance with Condition G10.2.2 unless:

(a) Network Rail gives notice to the Sponsor within 35 days disputing the Sponsor's entitlement to require the implementation of that Network Change under Condition G10.2.1 and giving full particulars of its reasons; or

(b) Network Rail receives notice from an Access Beneficiary within 21 days of the notice served by Network Rail disputing the Sponsor's entitlement to require the implementation of that Network Change under Condition G10.2.1 and giving full particulars of its reasons.

10.2.4 If the Sponsor does not agree with the contents of a notice served by Network Rail or an affected Access Beneficiary in accordance with Condition G10.2.3, the Sponsor may:

(a) refer the matter for determination in accordance with the ADRR and Condition G11 shall apply; or

(b) withdraw the proposed Network Change.

10.3 *When a Network Change may not be implemented*

10.3.1 Network Rail shall not be entitled, and a Sponsor shall not be entitled to require Network Rail, to implement a proposed Network Change unless it is so entitled to implement, or require the implementation of that Network Change under Condition G10.1.1 or Condition G10.2.1.

10.3.2 For the purposes of the Conditions G10.1.1 and G10.2.1, unresolved disputes shall include:

(a) a notice has been served under Condition G2.1.1(a) or (b) or Condition G4.1.1(a) or (b) which has not been withdrawn, resolved under Condition G11 or agreed not to apply; and

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(b) a notice has been served under Condition G2.1.1(c) or Condition G4.1.1(c) or (d) which has not been agreed or resolved as referred to in Condition G10.1.1(b) or G10.2.1(b) or (c) or otherwise agreed, resolved or withdrawn.

CONDITION G11 - APPEAL PROCEDURE

11.1 *Right of referral in accordance with the ADRR*

If any Access Party is dissatisfied as to:

(a) any matter concerning the operation of the procedure in this Part G;

(b) the contents of any notice given under Condition G2.1, G4.1, G5.5, G8.1.1 or G10 (and, in particular, the amount of any compensation referred to in those Conditions);

(c) any estimate referred to in Condition G1.6 or G3.6;

(d) the:

(i) proposed Expiry Date; or

(ii) estimated timescale in which a Short Term Network Change can be reasonably reversed,

in a notice of proposed Network Change given under Condition G1.1; or

(e) the reasons given by Network Rail as to why it does not believe that the effect of the Short Term Network Change is preventing the Access Beneficiary using the Network in accordance with the reasonable expectations of that Access Beneficiary as to the future use of the relevant part of the Network under Condition G8.1.4(b),

that Access Party may refer the matter for determination in accordance with the ADRR.

Network Licence

granted to

Network Rail Infrastructure Limited

Modified:

1 April 2009 – All conditions

31 March 2010 – Conditions 3 and 17

1 March 2012 – Condition 2

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Part I - Scope

1. The Secretary of State, in exercise of the powers conferred by section 8 of the Railways Act 1993 (as amended) ("the Act"), hereby grants to Railtrack PLC[1] ("the licence holder") a licence authorising the licence holder:

   (a) to be the operator of a network;

   (b) to be the operator of a train being used on a network for any purpose comprised in the operation of that network; and

   (c) to be the operator of a train being used on a network for a purpose preparatory or incidental to, or consequential on, using a train as mentioned in (b) above,

   subject to the conditions set out in Part III hereof ("the conditions").

2. This licence shall come into force on 1 April 1994 and shall continue in force unless and until revoked in accordance with the provisions of the Schedule hereto or by not less than 10 years' notice given to the licence holder by the Secretary of State, such notice not to be given earlier than 25 years after the date on which this licence comes into force.

31 March 1994

Signed by authority of
the Secretary of State for Transport

---

[1] Network Rail Infrastructure Limited since 3 February 2003.

Part II - Interpretation

1. In this licence:

"access charge"	means any amount payable or proposed to be paid under an access contract or an installation access contract;
"affiliate"	in relation to the licence holder means any holding company or subsidiary of the licence holder or any subsidiary of a holding company of the licence holder, in each case within the meaning of sections 1159, 1160 and Schedule 6 of the Companies Act 2006;
"control"	shall be construed in accordance with sub-sections (2) and (4) to (6) of section 416 of the Income and Corporation Taxes Act 1988 with the following modifications namely: (i) for the words "the greater part" wherever they occur in sub-section (2) there shall be substituted the words "30 per cent or more"; and (ii) in sub-section (6), for the word "may" there shall be substituted the word "shall", the words from "and such attributions" onwards shall be omitted and in the other provisions of that sub-section any reference to an associate of a person shall be construed as including only a relative of his (as defined by section 417(4) of that Act), a partner of his and a trustee of a settlement (as defined by section 681(4) of that Act) of which he is a beneficiary;
"funder"	means any local, national or supra-national authority or agency (whether of the United Kingdom or the European Union) and each Passenger Transport Executive or other person who provides money by way of grant or loan with the primary purpose of securing the provision of services relating to railways;
"licence holder's network"	means the network of which the licence holder is the operator pursuant to this licence;
"licensed activities"	means things authorised to be done by the licence holder in its capacity as operator of a network or trains pursuant to this licence;

"LTUC"	means the London Transport Users' Committee and any successor to LTUC which performs the same functions;
"Network Business"	means (i) the business of providing and operating the licence holder's network, including the maintenance, renewal, replacement, improvement, enhancement and development of the network; and (ii) any ancillary service related to the business and activities in paragraph (i); and, without limitation, includes: (a) the purpose of financing the business in paragraph (i) and the services in paragraph (ii); and (b) any payment or transaction lawfully made or undertaken by the licence holder for a purpose within conditions 4.13(b)(i) to (vii);
"ORR"	means the Office of Rail Regulation;
"Permitted Business"	means the Network Business and the Permitted Non-Network Business;
"Permitted Non-Network Business"	means any business, other than the Network Business and the exploitation of land (which includes the disposal of land within the meaning of Condition 7), of the type transferred to the licence holder pursuant to the Railtrack Transfer Scheme;
"Railtrack Transfer Scheme"	means the transfer scheme in respect of which the licence holder is the transferee made by the Board under section 85 of the Act and as varied pursuant to section 97 of, and Schedule 8 to, the Act;
"related undertaking"	in relation to the licence holder means any undertaking in which the licence holder has a participating interest (and for this purpose "undertaking" has the meaning given by section 1161 of the Companies Act 2006, and "participating interest" is to be construed in accordance with paragraph 8 of Schedule 8 to The Small Companies and Groups (Accounts and Directors' Report) Regulations 2008;
"RPC"	means the Rail Passengers' Council and any successor or delegated body which performs the functions of the RPC; and
"TfL"	means Transport for London.

2. Any reference in this licence to a numbered paragraph is a reference to the paragraph bearing that number in the condition in which the reference occurs.

3. In interpreting this licence, headings shall be disregarded.

4. Where in this licence the licence holder is required to comply with any obligation within a specified time limit, that obligation shall be deemed to continue after that time limit if the licence holder fails to comply with that obligation within that time limit.

5. Where this licence provides for anything to be done by any person within a particular period of time or on or by a particular day or date, ORR may vary that period, day or date by giving notice to the licence holder and such other persons as appear to it likely to be affected by the variation.

6. Where in this licence there is a provision for ORR to give its consent, ORR may give such consent subject to conditions.

7. Where in this licence there is a provision for ORR to give a notice or to issue guidelines to the licence holder, ORR shall first consult the licence holder and take into consideration any representations duly made.

8. The provisions of section 149 of the Act shall apply for the purposes of the service of any document pursuant to this licence.

9. The Interpretation Act 1978 shall apply to this licence as if it were an Act.

10. Terms and expressions defined in the Railways Act 1993, the Transport Act 2000 and the Railways Act 2005 shall, unless the contrary intention appears, have the same meanings in this licence.

Part III - Conditions

Part A Network management and timetabling

1 Network management

Purpose

1.1 The purpose is to secure:

(a) the operation and maintenance of the network;

(b) the renewal and replacement of the network; and

(c) the improvement, enhancement and development of the network,

in each case in accordance with best practice and in a timely, efficient and economical manner so as to satisfy the reasonable requirements of persons providing services relating to railways and funders, including potential providers or potential funders, in respect of:

(i) the quality and capability of the network; and

(ii) the facilitation of railway service performance in respect of services for the carriage of passengers and goods by railway operating on the network.

General duty

1.2 The licence holder shall achieve the purpose in condition 1.1 to the greatest extent reasonably practicable having regard to all relevant circumstances including the ability of the licence holder to finance its licensed activities.

Specific obligations

1.3 The following obligations in this condition are without prejudice to the generality of the general duty in condition 1.2 and compliance with those obligations shall not be regarded as exhausting that general duty. In fulfilling

each of those obligations, the licence holder shall at all times comply with the general duty in condition 1.2.

Planning

1.4 The licence holder shall plan the means by which it will comply with the general duty in condition 1.2 over the short, medium and long term to meet reasonably foreseeable future demand for railway services.

1.5 In complying with condition 1.4, the licence holder shall consult, and take into account the views of, persons providing services relating to railways and funders so as to facilitate effective industry wide planning.

1.6 In complying with condition 1.4, the licence holder shall prepare and provide to ORR plans, strategies or other documents demonstrating its compliance and proposed compliance with the general duty in condition 1.2, including:

(a) the delivery plan referred to in condition 1.10;

(b) the route utilisation strategies referred to in condition 1.14;

(c) other plans, strategies or documents that ORR may reasonably require from time to time;

(d) revisions of the plans, strategies and other documents referred to in condition 1.6 (a) to (c) that ORR may reasonably require from time to time.

1.7 Each of the plans, strategies and other documents referred to in condition 1.6 shall demonstrate the position, as appropriate, on a network-wide basis and at a suitably disaggregated level of detail.

1.8 Each of the plans, strategies and other documents prepared in compliance with condition 1.6 shall be provided to ORR in respect of such period, in such format and structure, to such standard and level of detail and in accordance with such requirements (including any requirements as to publication) as ORR may, from time to time, specify by notice or in guidelines to the licence holder.

1.9 Any notice or guidelines to the licence holder issued under condition 1.8 may include a procedure under which ORR may object to the contents of a plan, strategy or other document on grounds specified in the notice or guidelines.

Delivery plan

1.10 In complying with the duty in condition 1.4, the licence holder shall prepare, provide to ORR and publish a delivery plan setting out what the licence holder proposes to do to comply with the general duty in condition 1.2.

1.11 The delivery plan shall be prepared in such format and structure, to such standard and level of detail and in accordance with such requirements as ORR shall specify by a notice or in guidelines issued to the licence holder under condition 1.8 so as to enable:

(a) providers of services relating to railways and potential providers to plan their businesses; and

(b) funders of services relating to railways and potential funders to plan their future financial and service requirements,

in each case with a reasonable degree of assurance.

1.12 No notice or guidelines issued by ORR under condition 1.8 shall be effective in relation to the delivery plan unless:

(a) it is issued on or before the date which is 5 months before the delivery plan is to be published; and

(b) ORR has first consulted the licence holder and taken into consideration any representations duly made.

1.13 The licence holder shall be excused from the obligation to publish any part of the delivery plan to the extent that ORR:

(a) is satisfied, after consultation with the licence holder, that publication would or might seriously and prejudicially affect the interests of the licence holder or any other person; and

(b) gives notice to the licence holder to that effect.

Route Utilisation Strategies

1.14 In complying with condition 1.4 the licence holder shall establish and maintain route utilisation strategies to promote the route utilisation objective in accordance with guidelines issued by ORR under condition 1.8.

1.15 The licence holder shall have due regard to the route utilisation strategies when carrying out its licensed activities.

1.16 Each route utilisation strategy shall be established:

(a) by such dates as are specified in a programme or programmes proposed by the licence holder and approved by ORR or any amendment to such dates which is approved by ORR;

(b) in accordance with:

(i) the policies and criteria referred to in condition 1.19(a); and

(ii) guidelines issued by ORR under condition 1.8.

1.17 The licence holder shall from time to time and when so directed by ORR review and, if necessary, amend each route utilisation strategy to ensure that it:

(a) continues to promote the route utilisation objective; and

(b) remains in accordance with the policies and criteria referred to in condition 1.19(a).

The provisions of condition 1.16 in relation to the establishment of a route utilisation strategy shall apply equally to the amendment of a route utilisation strategy under this condition 1.17.

Capacity allocation

1.18 In complying with the general duty in condition 1.2, the licence holder shall co-operate with any potential provider or potential funder so as to identify ways in which its reasonable requirements in respect of the allocation of capacity on the network could be satisfied.

Asset management

1.19 In complying with the general duty in condition 1.2, the licence holder shall:

(a) develop the policies and criteria it will apply in respect of the maintenance, renewal, replacement, improvement, enhancement and development of the relevant assets, which shall demonstrate how the licence holder will comply with the general duty in condition 1.2;

(b) apply those policies and criteria; and

(c) make appropriate information about those policies and criteria readily accessible to persons providing services relating to railways and funders, including potential providers and potential funders.

1.20 The licence holder shall maintain appropriate, accurate and readily accessible information about the relevant assets, including their condition, capability and capacity.

1.21 ORR may permit the licence holder to exclude from the definition of "relevant assets" assets of such description or classes as shall be provided to and approved by ORR.

1.22 The licence holder shall from time to time and when so directed by ORR review and, if necessary, revise the policies and criteria provided for in condition 1.19 to ensure that they remain sufficient to comply with the general duty in condition 1.2.

Timetable planning

1.23 In complying with the general duty in condition 1.2 the licence holder shall:

(a) run an efficient and effective process, reflecting best practice, for establishing a timetable, and any changes to it; and

(b) where necessary and appropriate, initiate changes to relevant industry processes,

so as to enable persons providing railway services and other relevant persons to plan their businesses with a reasonable degree of assurance and to meet their obligations to railway users.

Interpretation

1.24 In this condition:

"excluded assets"	means assets which are the subject of an exclusion granted under condition 1.21;
"network"	includes, where the licence holder has any estate or interest in, or right over a station or light maintenance depot, such station or light maintenance depot;
"network code"	means the set of rules called the "Network Code" which is incorporated by reference into, and therefore forms part of, each bilateral track access contract between the licence holder and the beneficiary under that track access contract;
"relevant assets"	means assets, other than excluded assets, in which the licence holder has an interest, legal or beneficial, including as owner, occupier, operator, lessee (of whatever rank) or as the holder of any other right;
"relevant industry processes"	means arrangements, whether contractual, regulatory or voluntary, to which the licence holder is a party, or is subject, which involve establishing, or making changes to, a timetable;
"relevant person"	means each train operator, each holder of an access option and each other person who has been allowed to participate in the procedure for developing the timetable under the network code, as amended from time to time;
"route utilisation objective"	means the effective and efficient use and development of the capacity available on the network, consistent with the funding that is, or is likely to become, available during the period of the route utilisation strategy and with the licence

	holder's performance of the duty in condition 1.2;
"potential provider" and/or "potential funder"	means, as appropriate, any person who has expressed in writing to the licence holder a serious and credible: (a) interest in providing or intention to provide; or (b) interest in providing or intention to provide finance for or in connection with either or both of: (i) services relating to railways; and (ii) a railway facility or a network, including one which is proposed to be constructed or is in the course of construction.

2 Information for passengers

Purpose

2.1 The purpose is to secure the provision of appropriate, accurate and timely information relating to planned and actual movements of trains on the licence holder's network to enable train operators to meet their information obligations to passengers and prospective passengers, including when there is disruption.

General duty

2.2 The licence holder shall achieve the purpose to the greatest extent reasonably practicable having regard to all relevant circumstances, including the funding available.

Specific obligations

2.3 The following obligations in this condition are without prejudice to the generality of the general duty in condition 2.2 and compliance with these obligations shall not be regarded as exhausting that general duty. In fulfilling these obligations the licence holder shall at all times comply with the general duty in condition 2.2.

Cooperation

2.4 The licence holder shall cooperate, as necessary, with train operators to enable them to provide appropriate, accurate and timely information to enable railway passengers to plan and make their journeys with a reasonable degree of assurance, including when there is disruption.

2.5 In particular, the licence holder shall:

(a) use reasonable endeavours to resolve promptly any timetabling disputes; and

(b) respond expeditiously to any timetabling matter which a train operator reasonably considers to be urgent.

National timetable

2.6 The licence holder shall, except in so far as ORR may otherwise consent, publish, or procure the publication of, a national timetable of railway passenger services.

Changes to the national timetable

2.7 The licence holder shall:

(a) establish and maintain efficient and effective processes reflecting best practice; and

(b) apply those processes to the greatest extent reasonably practicable having regard to all relevant circumstances,

so as to provide appropriate, accurate and timely information on relevant changes to train operators.

For the purposes of this condition 2, "relevant changes" are changes to the national timetable occasioned by:
(a) any renewal, maintenance and enhancement of the network; or

(b) any restriction of use of which the licence holder is, or reasonably ought to be, aware.

2.8 The licence holder shall be in compliance with its obligation under condition 2.7 to provide timely information where it has provided train operators with access to appropriate, accurate information about relevant changes not less than 12 weeks before the date such changes are to have effect.

2.9 In circumstances where the licence holder is not in compliance with condition 2.7 by virtue of condition 2.8, the licence holder shall not be in breach of its obligation under condition 2.7 to provide timely information to the extent that:

(a) providing the information 12 weeks or more before the relevant changes are to have effect would conflict, to a significant degree, with its duty under condition 1.2; and

(b) it provides access to appropriate, accurate information about relevant changes to holders of passenger licences as soon as is reasonably practicable having regard to all relevant circumstances.

Access to information for enquiry services

2.10 The licence holder shall grant access to information it holds on the planned movement of trains on its network to persons providing or seeking to provide

credible enquiry services relating to the operation of railway passenger services on the licence holder's network. The licence holder shall grant access to such information as these persons may reasonably require for the proper carrying out of their operations. The licence holder shall grant access to the information on reasonable terms (including the prices charged, means of access and confidentiality).

Part B Restrictions on activities

3 Financial indebtedness

3.1 Except with the written consent of ORR, the licence holder shall use reasonable endeavours to ensure that at any time the total amount of financial indebtedness of the licence holder, any subsidiaries of the licence holder, Network Rail Infrastructure Finance and any subsidiaries of Network Rail Infrastructure Finance shall not exceed the limits applicable at that time that are shown in table 3.1 which are determined by dividing that financial indebtedness by the Value of the RAB at that time.

Table 3.1: Limits to the level of financial indebtedness expressed as a percentage of the Value of the RAB

Financial year	Limit
2009-10	70.0%
2010-11	70.0%
2011-12	72.5%
2012-13	75.0%
2013-14	75.0%

3.2 If at any time the total aggregate amount of financial indebtedness of the licence holder, any subsidiaries of the licence holder, Network Rail Infrastructure Finance and any subsidiaries of Network Rail Infrastructure Finance exceeds the limits set out in condition 3.1 applicable to that financial year the licence holder shall, within such time periods as ORR may notify as being appropriate in the circumstances:

(a) provide to ORR details of the steps it intends to take to reduce the amount to those limits or below;

(b) take those steps; and

(c) provide to ORR evidence that it has taken those steps.

3.3 The licence holder shall:

(a) provide, from time to time as requested by ORR and in any event every year in the regulatory financial statements the licence holder prepares pursuant to condition 11, confirmation that, in respect of the financial year to which the statements relate, it has complied, and, in respect of the following financial year, it is not aware of any circumstances which will prevent it complying and it is likely to comply, with condition 3.1 and (where applicable) condition 3.2 and, if so requested by ORR, evidence in support of that confirmation; and

(b) notify ORR immediately in writing if at any time the licence holder becomes aware of any circumstance that means it is no longer complying, or that causes it no longer to have the reasonable expectation that it is likely to comply, with condition 3.1 and (where applicable) condition 3.2.

3.4 The licence holder shall pay to the Secretary of State, at least annually, a fee in respect of the state financial indemnity.

3.5 In this condition:

"fee"	means the amount equal to 0.8 per cent (on an annual basis) of the daily outstanding amount of financial indebtedness incurred by Network Rail Infrastructure Finance and which is supported by the state financial indemnity;
"financial indebtedness"	means the sum of: (a) all financial liabilities arising from all transactions (including any forward sale or purchase agreement) which have the commercial effect of a borrowing; (b) any counter-indemnity obligation in respect of any guarantee, indemnity, bond, letter of credit or any other instrument issued by a bank or financial institution; and (c) any guarantee, indemnity or similar assurance

against financial loss of any person in respect of any item referred to in paragraph (a);

less

(d) cash and cash equivalents which are assets or investments that are held for the purpose of meeting short-term cash commitments or other investments with a maturity of twelve months or less for the purpose of pre-funding the repayment of financial indebtedness.

For the purposes of this condition:

(a) financial indebtedness excludes:

(i) any financial indebtedness between the licence holder or any of the licence holder's subsidiaries and Network Rail Infrastructure Finance or any of Network Rail Infrastructure Finance's subsidiaries;

(ii) any financial indebtedness between the licence holder and any of its subsidiaries;

(iii) any financial indebtedness between any of the licence holder's subsidiaries;

(iv) any financial indebtedness between Network Rail Infrastructure Finance and any of its subsidiaries; and

(v) any financial indebtedness between any of Network Rail Infrastructure Finance's subsidiaries;

(b) financial indebtedness is:

(i) calculated by reference to the principal amount outstanding of any such financial indebtedness (and no mark to market value will be used to calculate its amount); and

(ii) measured as specified in the regulatory accounting guidelines, issued in accordance with condition 11, in force at the applicable time;

(c) where financial indebtedness denominated in a foreign

	currency is hedged by a foreign currency derivative transaction protecting against or benefiting from fluctuations in foreign exchange rates, the principal amount outstanding shall be calculated by reference to the sterling amount payable under the relevant derivative;
"Network Rail Infrastructure Finance"	has the meaning given to it by condition 4.33;
"state financial indemnity"	means the financial indemnity provided by the Strategic Rail Authority on 29 October 2004 (and transferred to the Secretary of State on 26 June 2005), which is available until 2052; and
"Value of the RAB"	means the value of the licence holder's assets calculated in accordance with the regulatory accounting guidelines, issued in accordance with condition 11, in force at the applicable time.

4 Financial ring-fence

Restriction of activities

4.1 The licence holder shall not, and shall procure that its subsidiary undertakings shall not, conduct any business or carry on any activity other than:

(a) the Permitted Business;

(b) business or activities which the licence holder and any subsidiary undertaking of the licence holder are entitled to conduct or carry on under the *de minimis* provisions under conditions 4.7 to 4.10; and

(c) any other business or activity for which ORR has given its written consent for the purposes of this condition 4.

4.2 The licence holder shall, unless ORR otherwise consents:

(a) procure from Network Rail Infrastructure Finance an undertaking or undertakings in favour of the licence holder which shall provide that Network Rail Infrastructure Finance will not conduct any business or carry on any activity other than for the purpose of financing:

(i) the Permitted Business;

(ii) business or activities which the licence holder and any subsidiary undertaking of the licence holder are entitled to conduct or carry on under the *de minimis* provisions under conditions 4.7 to 4.10; or

(iii) any other business or activity for which ORR has given written consent for the purposes of this condition 4,

and shall ensure that all such undertakings, or undertakings with like effect, remain in force for so long as the licence holder remains the holder of this licence; or

(b) otherwise procure that Network Rail Infrastructure Finance does not conduct any business or carry on any activity other than for the purpose of financing those matters referred to in conditions 4.2(a)(i), (ii) and (iii).

4.3 Save with the prior written consent of ORR, the licence holder shall not after the relevant date, and shall procure an undertaking that its subsidiary undertakings and Network Rail Infrastructure Finance and its subsidiary undertakings shall not after the effective date, acquire or retain shares or other investments of any kind except:

(a) shares or other investments in a body corporate which does not conduct any business or carry on any activity other than:

(i) the Permitted Business;

(ii) business or activities which the licence holder and any subsidiary undertaking of the licence holder are entitled to conduct or carry on under the *de minimis* provisions under conditions 4.7 to 4.10 (including financing such business or activity); and

(iii) any other business or activity (including financing that business or activity) for which ORR has given its written consent for the purposes of this condition 4,

provided always that where such a body corporate conducts the business or carries on the activities of raising finance for the Permitted Business, that body corporate must be the licence holder or a subsidiary of the licence holder; and

(b) investments acquired in the usual and ordinary course of the treasury management operations of, as the case may be, the licence holder, its subsidiary undertakings, Network Rail Infrastructure Finance or its subsidiary undertakings, subject to such entity maintaining in force, in relation to its operations, a system of internal controls which complies with best corporate governance practice.

4.4 For the purposes of this condition 4, any reference to an obligation on the licence holder to procure an undertaking is to be read as requiring, as appropriate, either:

(a) a legally enforceable undertaking; or

(b) a legally enforceable undertaking forming part of a contract to which the licence holder and, where applicable, the licence holder's subsidiary

undertakings, Network Rail Infrastructure Finance or its subsidiary undertakings are parties.

4.5 For the purposes of conditions 4.3, 4.11 and 4.13, where there is an obligation on the licence holder to procure an undertaking from Network Rail Infrastructure Finance or its subsidiary undertakings, the licence holder shall have satisfied that obligation where it has used its reasonable endeavours to procure such an undertaking.

4.6 ORR, in deciding whether to give its consent under this condition 4, may have regard, among other matters, to the risks imported to the Network Business by the activity in question and the benefits accruing, or likely to accrue, to the Network Business out of that activity.

De minimis

4.7 Nothing in this condition 4 shall prevent the licence holder and any subsidiary undertaking or related undertaking of the licence holder from conducting relevant other business, or acquiring or retaining shares or investments in any undertaking which conducts relevant other business, as long as such relevant other business is *de minimis* business.

4.8 The relevant other business will be "*de minimis* business" if both:

(a) the aggregate turnover of all the relevant other business carried on by the licence holder and the equity share of the aggregate turnover of all the relevant other business carried on by all the licence holder's affiliates or related undertakings does not in any period of twelve months commencing on 1 April of any year exceed the indexed turnover limit for that period of twelve months;

and

(b) the aggregate amount of all investments (determined in accordance with condition 4.9(d)) made by the licence holder in relevant other business, carried on by the licence holder and all affiliates or related undertakings does not at any time exceed the indexed investment limit.

4.9 For the purpose of condition 4.8:

(a) the "indexed turnover limit" in respect of any period of twelve months starting on 1 April of any year means the sum of £140 million plus the amount that is produced when £140 million is multiplied by the percentage change (whether expressed as a positive or negative figure) between the RPI as published or determined in respect of April in that period of twelve months and as published or determined in respect of April 2006;

(b) the "indexed investment limit" means the sum of £210 million plus the amount that is produced when £210 million is multiplied by the percentage change (whether expressed as a positive or negative figure) between the most recent RPI published or determined and as published or determined in respect of April 2006;

(c) "equity share" means, in relation to any shareholding, the nominal value of the equity shares held by the licence holder in an affiliate or related undertaking expressed as a percentage of the nominal value of the entire issued equity share capital of that affiliate or related undertaking;

(d) "investment" means any form of financial support or assistance given by or on behalf of the licence holder for the relevant other business of the licence holder or an affiliate or related undertaking whether on a temporary or permanent basis and includes any commitment to provide any such support or assistance in the future. At any point in time, the amount of the investment is the sum of:

(i) the value at which such investment was included in the audited historical cost balance sheet of the licence holder at 31 March 2009 (or, where the investment was not so included, zero);

(ii) the aggregate gross amount of all expenditure (whether of a capital or revenue nature) howsoever incurred by the licence holder in respect of such investment in all completed accounting reference periods since 31 March 2009;

(iii) all commitments and liabilities (whether actual or contingent) of the licence holder relating to such investments outstanding at the end of the most recently completed accounting reference period,

less the sum of the total gross amount of all income (whether of a capital or revenue nature and however received by the licence holder) in respect of such investment in all completed accounting reference periods since 31 March 2009;

(e) where relevant other business has been treated as *de minimis* business and ORR consent is subsequently given to it, then (unless that consent otherwise provides) any turnover or investment previously attributable to that relevant other business shall not count towards any indexed turnover or investment limits.

4.10 ORR may in writing designate any business or activity as not being a *de minimis* business for the purpose of the limitations in conditions 4.7 to 4.9. Such designation may be subject to conditions.

Prohibition on cross-default, indebtedness and intra-group transactions

4.11 The licence holder shall not, from the relevant date, and shall procure an undertaking or undertakings that its subsidiary undertakings and Network Rail Infrastructure Finance and its subsidiary undertakings shall not, from the effective date, without the prior written consent of ORR:

(a) enter into an agreement or arrangement incorporating a cross-default obligation; or

(b) continue or permit to remain in effect any agreement, commitment or arrangement incorporating a cross-default obligation subsisting on the relevant date or the effective date, as the case may be, save that any cross-default obligation in existence at that date may remain in effect for so long as and provided that the cross-default obligation is solely referable to an arrangement, commitment or agreement entered into prior to the relevant date or the effective date, as the case may be, and the terms on which that loan or those facilities have been made available or of that agreement, commitment or arrangement as subsisting on that date are not materially varied to the detriment of the licence holder or otherwise made more onerous or, where there is such material variation of those terms, such change is outside the licence holder's effective control.

4.12 Condition 4.11 shall not prevent the licence holder, its subsidiary undertakings, Network Rail Infrastructure Finance or its subsidiary undertakings, from giving any guarantee permitted by and in compliance with the requirements of condition 4.13(a).

4.13 Save with the prior written consent of ORR, the licence holder shall not after the relevant date, and shall procure an undertaking or undertakings that its subsidiary undertakings and Network Rail Infrastructure Finance and its subsidiary undertakings shall not after the effective date:

(a) create or continue or permit to remain in effect any mortgage, charge, pledge, lien or other form of security or encumbrance whatsoever, undertake any indebtedness to any other person or guarantee any liability or obligation of another person other than on an arm's length basis, on normal commercial terms, for a Relevant Purpose and (where relevant) in accordance with condition 7; or

(b) transfer, lease, license or lend any sum or sums, asset, right or benefit to any affiliate or related undertaking of the licence holder otherwise than by way of:

(i) a dividend or other distribution out of distributable reserves, subject to conditions 4.29 to 4.32;

(ii) repayment of capital;

(iii) payment properly due for any goods, services or assets provided on an arm's length basis and on normal commercial terms;

(iv) a transfer, lease, licence or loan of any sum or sums, asset, right or benefit on an arm's length basis and on normal commercial terms;

(v) repayment of any loan or payment under a loan (including, but not limited to, related interest, fees, indemnities and costs) not prohibited by condition 4.13(a);

(vi) payments for the surrender of group corporation tax relief or for the surrender of advance corporation tax calculated on a basis not exceeding the value of the benefit received; or

(vii) an acquisition of shares or other investments in conformity with the restriction on the acquisition of shares or other investments set out in condition 4.3 of this licence, made on an arm's length basis and in accordance with normal commercial terms,

and provided always that (where relevant) such transfer, lease, licence or loan is made in accordance with condition 7.

Sufficiency of resources

4.14 The licence holder shall at all times act in a manner calculated to secure that it has available to itself sufficient resources, including (without limitation) management and financial resources, personnel, fixed and moveable assets, rights, licences, consents, and facilities, on such terms and with all such rights, as shall enable it to:

(a) properly and efficiently carry on the Permitted Business; and

(b) comply in all respects with its obligations under the Act and this licence.

Credit rating

4.15 The licence holder shall use all reasonable endeavours to ensure that the licence holder as issuer of any corporate debt maintains at all times an issuer credit rating which is an investment grade rating.

Undertakings from ultimate holding company and from Network Rail Infrastructure Finance

Undertaking not to put the licence holder in breach of its licence

4.16 The licence holder shall, unless ORR otherwise consents, procure from each company and any other person which is at any time an ultimate holding company of the licence holder an undertaking in favour of the licence holder.

4.17 The undertaking referred to in condition 4.16 shall provide that any such ultimate holding company will refrain from any action, and will procure that any person (including without limitation a corporate body) that is a subsidiary of, or is controlled by, the ultimate holding company (other than the licence holder and any subsidiary of the licence holder) will refrain from any action, which

would then be likely to cause the licence holder to breach any of its obligations under the Act or this licence.

4.18 The undertaking referred to in condition 4.16 shall be in a form specified by ORR.

4.19 The undertaking referred to in condition 4.16 shall be obtained within seven days of the company or other person in question becoming an ultimate holding company of the licence holder and shall remain in force for so long as the licence holder remains the holder of this licence and the ultimate holding company remains the ultimate holding company of the licence holder.

Undertaking to provide information

4.20 The licence holder shall, unless ORR otherwise consents, procure from each company or any other person which is at any time an ultimate holding company of the licence holder an undertaking in favour of the licence holder.

4.21 The undertaking referred to in condition 4.20 shall require any such ultimate holding company to give to the licence holder, and to procure that any person (including without limitation, a corporate body) that is a subsidiary of, or is controlled by, the ultimate holding company (other than the licence holder and its subsidiaries) will give to the licence holder, all such information as may be necessary to enable the licence holder to meet its obligations under the Act and under this licence to provide documents and provide information to ORR and such additional information as ORR may require about the activities of that ultimate holding company and its subsidiaries and the financing of them.

4.22 The undertaking referred to in condition 4.20 shall be in a form specified by ORR.

4.23 The undertaking referred to in condition 4.20 shall be obtained within seven days of the company or other person in question becoming an ultimate holding company of the licence holder and shall remain in force for so long as the licence holder remains the holder of this licence and the ultimate holding company remains the ultimate holding company of the licence holder.

4.24 The licence holder shall, unless ORR otherwise consents, procure from Network Rail Infrastructure Finance an undertaking in favour of the licence holder. The undertaking shall require Network Rail Infrastructure Finance to

give to the licence holder all such information in its possession as may be necessary to enable the licence holder to meet its obligations under the Act and under this licence to provide documents and provide information to ORR and such additional information as ORR may require about the activities of Network Rail Infrastructure Finance.

4.25 The undertaking referred to in condition 4.24 shall be in a form approved by ORR.

4.26 The licence holder shall:

(a) deliver to ORR evidence (including a copy of all such undertakings) that the licence holder has complied with the obligation to procure any undertaking pursuant to this condition 4;

(b) inform ORR immediately in writing if the directors of the licence holder become aware that any undertaking procured pursuant to this condition 4 has ceased to be legally enforceable or that its terms have been breached; and

(c) comply with any direction from ORR to enforce any of the undertakings procured pursuant to this condition 4.

4.27 The licence holder shall not, save with ORR's prior written consent, enter (directly or indirectly) into any agreement or arrangement with any ultimate holding company of the licence holder or any subsidiary of such ultimate holding company (other than a subsidiary of the licence holder) at a time when (a) an undertaking required pursuant to conditions 4.16 to 4.25 is not in place; (b) there is an unremedied breach of such undertaking; or (c) the licence holder is in breach of the terms of condition 4.26.

4.28 The licence holder shall not, save with ORR's prior written consent, enter (directly or indirectly) into any agreement or arrangement with Network Rail Infrastructure Finance or any subsidiary of Network Rail Infrastructure Finance at a time when (a) subject to condition 4.5, an undertaking required pursuant to condition 4.2, 4.3, 4.11, 4.13 or 4.24 is not in place; (b) there is an unremedied breach of such undertaking; or (c) the licence holder is in breach of the terms of condition 4.26.

Payment of dividends

4.29 The directors of the licence holder shall not, without ORR's consent, declare or recommend a dividend and the licence holder shall not make any other form of distribution, within the meaning of sections 829, 830, 849 or 850 of the Companies Act 2006, or redeem or repurchase any share capital of the licence holder unless prior to the declaration, recommendation or making of the distribution, redemption or repurchase (as the case may be) the licence holder shall have issued to ORR a certificate complying with the following requirements in conditions 4.30 and 4.31.

4.30 The certificate shall be in the following form:

"After making enquiries, the directors of the licence holder are satisfied:

(i) that the licence holder is in compliance in all material respects with all obligations imposed on it by condition 4 and condition 11 of its network licence;

(ii) that the payment of a dividend or making of a distribution, redemption or repurchase of [ ] on [ ] will not, either alone or when taken together with other circumstances reasonably foreseeable at the date of this certificate, cause the licence holder to be in breach to a material extent of any of these obligations in the future; and

(iii) that such payment of dividend or making of distribution, redemption or repurchase will not impair the ability of the licence holder to finance the Permitted Business."

4.31 The certificate shall be signed by a director of the licence holder and approved by a resolution of the board of directors of the licence holder passed not more than 14 days before the date on which the declaration, recommendation or payment will be made.

4.32 Where the certificate required by condition 4.29 has been issued in respect of the declaration or recommendation of a dividend or the making of a distribution, redemption or repurchase, the licence holder shall be under no

obligation to issue a further certificate prior to payment of that dividend or the making of that distribution, redemption or repurchase provided such payment, distribution, redemption or repurchase is made within six months of the issuing of that certificate.

4.33 In this condition:

"cross-default obligation" means a term of any agreement or arrangement whereby the liability of the licence holder or of Network Rail Infrastructure Finance to:

(a) pay or repay any debt or other sum; or

(b) do anything pursuant to a term of any agreement or arrangement to which that person is a party

arises or is increased or accelerated or is capable of arising, increasing or of being accelerated by reason of a default (howsoever such default may be described or defined) by any person other than an excluded party unless:

(i) that liability can arise only as a result of a default by a subsidiary of an excluded party; and

(ii) that excluded party holds a majority of the voting rights in that subsidiary and has the right to appoint or remove a majority of its board of directors; and

(iii) that subsidiary carries on business only for a permitted purpose or for the matters referred to in condition 4.2(a)(ii) and (iii) or for the purpose of financing the matters referred to in sub-paragraphs (a)(i) to (iii) of condition 4.2;

"effective date" means 1 April 2009;

"excluded party" means:

(a) the licence holder;

(b) Network Rail Infrastructure Finance; and

(c) the Secretary of State, but only to the extent that:

(i) an agreement or arrangement entered into before the effective date has the benefit of credit support from the Secretary of State (whether or not through the state financial indemnity and whether or not called upon before, on or after the effective date); and

(ii) an agreement or arrangement entered into on or after the effective date is supported by the state financial indemnity;

"indebtedness" means all liabilities now or hereafter due, owing or incurred, whether actual or contingent, whether solely or jointly with any other person and whether as principal or surety, together with any interest accruing on them and all costs, charges, penalties and expenses incurred in connection with them;

"information" shall include, in any form or medium, any documents, accounts, estimates, returns, forecasts, reports and data of any kind (whether or not prepared specifically at the request of ORR) of any description specified by ORR;

"investment grade rating" means a rating recognised as investment grade by Standard and Poor's Rating Group (or any of its subsidiaries), by Moody's Investors Service Inc. (or any of its subsidiaries) or by Fitch Ratings Limited (or any of its subsidiaries) or by any other reputable credit rating agency which, in ORR's opinion, notified in writing to the licence holder, has comparable standing in the United Kingdom and the United States of America;

"Network Rail Infrastructure Finance"	means: (i) Network Rail Infrastructure Finance plc; and (ii) (unless ORR otherwise consents) any other person which carries out the same, or substantially the same, functions as Network Rail Infrastructure Finance plc in relation to the financing of the licence holder;
"permitted purpose"	means the purposes of the Permitted Business;
"relevant date"	means 1 January 2003;
"relevant other business"	means any business which is conducted or any activity which is carried on, which is: (i) not for a permitted purpose; and (ii) not a business or activity to which ORR has given its prior written consent under this condition 4;
"Relevant Purpose"	means: (i) for a permitted purpose; (ii) for the purposes of *de minimis* business conducted in accordance with conditions 4.7 to 4.10; or (iii) for any business or activity for which ORR has given its prior written consent under this condition 4.
"RPI"	means the general index of retail prices published by the Office for National Statistics each month in respect of all items or: (i) if the index for any month shall not have been published on or before the last day of the third month after such month, such index for such month or months as ORR may, after consultation with the licence holder, determine to be appropriate in the circumstances; or (ii) if there is a material change in the basis of such index, such other index as ORR, after consultation with the licence holder, determines to be appropriate in the circumstances;
"state financial indemnity"	has the meaning given to it in Condition 3.5;

"subsidiary"	shall bear the same meaning as that attributed to it in section 1159 of the Companies Act 2006;
"subsidiary undertaking"	shall bear the same meaning as that attributed to it in section 1162 of the Companies Act 2006;
"ultimate holding company"	means each of: (i) a holding company of the licence holder which is not itself a subsidiary of another company; (ii) where a holding company of the licence holder which is not a subsidiary of another company has entered into an agreement relating to the exercise of voting rights in or the appointment or removal of directors of the licence holder or any company of which the licence holder is a subsidiary, every party to that agreement; and (iii) where the exercise of voting rights in or the appointment or removal of directors of a holding company of the licence holder which is not a subsidiary of another company is controlled by an agreement, every party to that agreement.

5 Interests in rolling stock and train operators

5.1 Subject to condition 5.2, the licence holder shall not, except in so far as ORR may otherwise consent, be directly or indirectly interested in the ownership or operation of any railway vehicle in Great Britain.

5.2 Condition 5.1 shall not apply in respect of any railway vehicle:

(a) used for any such purpose as is mentioned in sub-paragraph 1(b) or (c) of the scope of this licence; or

(b) forming part of the Royal Train.

5.3 The licence holder shall, without limitation to the generality of condition 5.1, be regarded as directly interested in the ownership or operation of railway vehicles where the licence holder:

(a) has any legal or beneficial interest in any railway vehicle (in whole or in part); or

(b) has the right to manage the affairs of another person who has any such interest in, or operates, any railway vehicle.

5.4 The licence holder shall, without prejudice to the generality of condition 5.1, be regarded as indirectly interested in the ownership or operation of any railway vehicle which is operated by any of its affiliates or in which the licence holder or any of its affiliates has any legal or beneficial interest (in whole or in part).

6 Prohibition of cross subsidy

6.1 The licence holder shall, except in so far as ORR may otherwise determine:

(a) not give any unfair cross-subsidy to, nor receive any unfair cross-subsidy from, any affiliate or related undertaking of the licence holder; and

(b) ensure that there is no unfair cross-subsidy as between the Network Business and any other business or activity of the licence holder or its affiliates.

6.2 The licence holder shall:

(a) maintain accounting records for the Network Business which are separate from those of the other businesses and activities of the licence holder and its affiliates; and

(b) maintain such other accounting records as ORR may reasonably require for the purpose of monitoring compliance with this condition 6.

Any accounting records maintained pursuant to this condition 6.2 shall comply with such accounting policies as ORR may reasonably require. The licence holder shall, when ORR so requires, allow such records and information to be audited (at the expense of the licence holder) by a person approved by ORR for the purpose of assessing compliance with this condition 6.

6.3 In this condition 6, "unfair cross-subsidy" shall not include investment capital provided by the licence holder for any new enterprise or project which does not or is not likely to have an initial rate of return at normal commercial levels.

6.4 This condition 6 shall not apply to any access charge.

6.5 Nothing which the licence holder is required to do or not do pursuant to this licence (apart from this condition 6), or pursuant to any enactment shall be regarded as cross-subsidy for the purposes of this condition 6.

7 Land disposal

7.1 The licence holder shall not dispose of any land otherwise than in accordance with the following paragraphs of this condition 7.

7.2 Save as provided in condition 7.3, the licence holder shall give to ORR not less than 3 months' prior written notice of its intention to dispose of any land. Having given such notice, the licence holder shall supply such further information as ORR may require relating to such land or the circumstances of such intended disposal or where such a disposal to a specific person is in contemplation the known relevant intentions of the person proposing to acquire such land. The licence holder shall supply the required information within seven days of the requirement being made, or such further time as allowed by ORR.

7.3 Notwithstanding conditions 7.1 and 7.2, the licence holder may dispose of any land:

(a) where:

(i) ORR has issued directions for the purposes of this condition containing a general consent (whether or not subject to conditions) to:

(aa) transactions of a specified description; and/or

(bb) the disposal of land specified in the directions as excluded land; and

which specifies the intervals at which the general consent can be reviewed; and

(ii) the disposal of the land in question is effected pursuant to a transaction of a description specified in any directions given under condition 7.3(a)(i) or the land in question is specified in those directions as excluded land and the disposal is in accordance with any conditions to which the general consent under condition 7.3(a)(i) is subject; or

(b) where the disposal in question is required by or under any enactment and for these purposes a disposal shall be treated as being under an enactment if:

(i) the licence holder agrees to the terms of a disposal which would otherwise be required under an enactment; or

(ii) the disposal would have been under an enactment had the acquiring party taken all the steps which were open for it to take providing that the acquiring party has acted with reasonable expedition and diligence.

7.4 Notwithstanding condition 7.1, the licence holder may dispose of any land specified in a notice given under condition 7.2 in circumstances where:

(a) ORR confirms in writing that it consents to such disposal (which consent may be made subject to the acceptance by the licence holder of such conditions relating to railway use, network business or the carrying out of licensed activities as ORR may specify and the licence holder shall ensure that any such disposal shall be subject to those conditions); or

(b) ORR has not, within the notice period referred to in condition 7.2, issued a direction for the purpose of this condition 7 requiring the licence holder not to proceed with such disposal and notifying the licence holder that it is entitled to be compensated appropriately for the loss of value (if any) as a result of ORR issuing a direction under this condition 7.4(b).

7.5 In this condition:

"disposal" includes any sale, assignment, gift, lease, licence, the grant of any right of possession, loan, security, mortgage, charge or the grant of any other encumbrance or knowingly permitting any encumbrance to subsist (other than an encumbrance subsisting on the date when the land was acquired by the licence holder or on 15 November 2001) or any other disposition to a third party, and "dispose" shall be construed

	accordingly;
"excluded land"	means any land which is specified as such in directions issued under condition 7.3;
"land"	includes buildings and other structures, land covered by water, and any estate, interest, easements, servitudes or rights in or over land.

Part C Dealings with third parties

8 Stakeholder relationships

Purpose

8.1 The purpose of this condition is to ensure that the licence holder shall treat stakeholders in ways appropriate to their reasonable requirements in their capacity as stakeholders.

General duty

8.2 The licence holder shall achieve the purpose in condition 8.1. In particular, the licence holder shall, to the greatest extent reasonably practicable, deal with stakeholders:

(a) with due efficiency and economy and in a timely manner; and

(b) with that degree of skill, diligence, prudence and foresight which should be exercised by a skilled and experienced network facility owner and operator.

Specific obligations

8.3 The following obligations in this condition are without prejudice to the generality of the general duty in condition 8.2 and compliance with those obligations shall not be regarded as exhausting that general duty. In fulfilling each of those obligations the licence holder shall at all times comply with the general duty in condition 8.2.

Cooperation with the Mayor of London and TfL

8.4 The licence holder shall cooperate with the Mayor of London and TfL for the purpose of:

(a) ensuring the efficient provision of railway services and of railway facilities; and

(b) coordinating where possible anticipated investment projects to the extent that such matters affect, or may affect, both the licence holder's

provision of railway services and those in respect of which the Mayor of London and TfL have responsibility.

Cooperation with passenger representatives

8.5 Whenever reasonably requested to do so by the RPC and LTUC (as relevant) in connection with its licensed activities, the licence holder shall cooperate with the RPC and LTUC (as relevant) in respect of the proper performance of their respective statutory functions, including the provision of relevant information held by the licence holder.

Dealings with stakeholders

8.6 The licence holder shall publish information, by code of practice or otherwise, on the principles and procedures by which it will comply with its general duty in condition 8.2 sufficient to facilitate efficient and effective dealings between the licence holder and its stakeholders. The licence holder shall from time to time and when so directed by ORR review and, if necessary, revise the information so that it may better fulfil the purpose of this condition 8.

Exception

8.7 Condition 8.2 does not apply to the performance by the licence holder of a contract or the exercise of any discretion conferred by a contract.

Interpretation

8.8 In this condition:

"stakeholder" means:

(a) any person providing services relating to railways;

(b) any person providing a railway facility or a network, including one which is proposed to be constructed or is in the course of construction;

(c) any funder;

(d) any other person who has expressed in writing to the licence holder a serious and

credible:

(i) interest in providing or intention to provide; or

(ii) interest in providing or intention to provide finance for or in connection with

either or both of:

(i) services relating to railways; and

(ii) a railway facility or a network, including one which is proposed to be constructed or is in the course of construction;

(e) the Mayor of London and TfL in respect of their functions related to the provision of services relating to railways (including but not limited to those for which the Mayor of London and TfL have responsibility);

(f) RPC and LTUC in respect of their respective statutory functions.

9 Non-discrimination

9.1 Except in so far as ORR may otherwise consent, the licence holder shall not in its licensed activities, or in carrying out any other function contemplated by this licence, unduly discriminate between particular persons or between any classes or descriptions of person.

Part D Information requirements

10 Information for ORR

10.1 Subject to conditions 10.3 and 10.4, the licence holder shall provide to ORR such information as ORR may reasonably require for the purpose of carrying out any of its functions under Part I of the Act.

10.2 Information required to be provided under this condition 10 shall be provided in such form and manner and at such times as ORR may reasonably require.

10.3 This condition 10 shall not require the licence holder to provide to ORR information for the purposes of any function of ORR under sections 69 and 71 of the Act.

10.4 Neither this condition 10 nor any other condition shall require the licence holder to produce any documents or to provide any information:

(a) for any purpose referred to in section 58 of the Act which it could not be compelled to produce or provide under that section; or

(b) which it could not be compelled to produce or to give in evidence in civil proceedings in any court.

10.5 Subject to condition 10.4, nothing in this condition 10 shall prejudice any right of ORR to require information under or pursuant to any other condition. The right of ORR to require information pursuant to this condition shall not be affected by any right to require information under or pursuant to any other condition.

11 Regulatory accounts

Purpose

11.1 The purpose of this condition 11 is to procure the provision of annual information on the financial performance and financial position of the licence holder, Network Rail Infrastructure Finance and any subsidiaries of Network Rail Infrastructure Finance which:

(a) is relevant to ORR and other persons for the assessment and determination of the licence holder's access charges; and

(b) allows the financial performance and financial position of the licence holder to be monitored against the Determination Assumptions.

General duty

11.2 To achieve the purpose in condition 11.1, the licence holder shall prepare regulatory financial statements in relation to itself and, unless ORR otherwise consents, to Network Rail Infrastructure Finance in accordance with the following paragraphs of this condition 11 and any Regulatory Accounting Guidelines from time to time issued by ORR.

11.3 The licence holder shall, and shall procure that any affiliate or related undertaking of the licence holder and Network Rail Infrastructure Finance shall, maintain such accounting records, other records and reporting arrangements as are necessary to enable the licence holder to properly prepare the regulatory financial statements required by condition 11.2. The licence holder shall maintain all systems of control and other governance arrangements that ensure the information collected and reported to ORR is in all material respects accurate, complete and is fairly presented and that all control and other governance arrangements are kept under regular review by the directors of the licence holder so that they remain effective for this purpose.

Specific obligations

11.4 The financial statements referred to in condition 11.2:

(a) shall be prepared in respect of the financial year ended 31 March 2002 and (save as otherwise provided in this condition 11 or the Regulatory Accounting Guidelines) on a consistent basis in respect of each financial year;

(b) shall be prepared such that, so far as is reasonably practicable, the definition of items in primary statements; the valuation of assets and liabilities; the treatment of income and expenditure as capital or revenue; adjustments in respect of the provision, utilisation, depreciation and amortisation of assets and liabilities; and any other relevant accounting policies shall be consistent with:

(i) ORR's valuation of the Regulatory Asset Base for the purpose of determining access charges for the access review periods specified in the Regulatory Accounting Guidelines; and

(ii) the Determination Assumptions for the access review periods specified in the Regulatory Accounting Guidelines;

(and so that where the presentation of an item in the primary statements departs from the basis for the Regulatory Asset Base or the Determination Assumptions, a reconciliation shall be included by way of a note);

(c) shall include, as a primary statement, a statement of regulatory financial performance comparing income and expenditure, for the access review periods specified in the Regulatory Accounting Guidelines with the Determination Assumptions;

(d) shall include all details reasonably necessary to reconcile items included in the primary statements with any corresponding items in annual statutory accounts for the access review periods specified in the Regulatory Accounting Guidelines; and

(e) shall include narrative explaining the material variances from the previous year and from the Determination Assumptions.

Sufficiency of resources

11.5 The licence holder shall make a statement, which shall be approved by a resolution of the board of directors of the licence holder and signed by a director of the licence holder pursuant to that resolution, certifying the adequacy (or otherwise) of the management and financial resources, personnel, fixed and moveable assets, rights, licences, consents and facilities of the licence holder for the period of 12 months commencing on the date of the statement.

11.6 The statement made under condition 11.5 shall be in one of the following forms:

either:

(a) "After making enquiries, and subject to the outcome of any access charges review which is due to be concluded within the 12 month period referred to in this statement, the directors of the licence holder have a reasonable expectation that the licence holder will have available to it, after taking into account in particular, but without limitation:

(i) any dividend or other distribution, loan repayments or other sums due which might reasonably be expected to be declared or paid by the licence holder;

(ii) any mortgage, charge, pledge, lien or other form of security or other encumbrance; and

(iii) any indebtedness or guarantee;

sufficient resources, including (without limitation) management and financial resources, personnel, fixed and moveable assets, rights, licences, consents, and facilities, on such terms and with all such rights, to enable the licence holder to: (a) properly and efficiently carry on the Permitted Business; and (b) comply in all respects with its obligations under the Act and under its network licence, for the period of 12 months referred to in this statement."

or:

(b) "After making enquiries, and subject to the outcome of any access charges review which is due to be concluded within the 12 month period referred to in this statement, the directors of the licence holder have a reasonable expectation, subject to the factors set out below, that the licence holder will have available to it, after taking into account in particular, but without limitation:

(i) any dividend or other distribution, loan repayments or other sums due which might reasonably be expected to be declared or paid by the licence holder;

(ii) any mortgage, charge, pledge, lien, or other form of security or other encumbrance; and

(iii) any indebtedness or guarantee,

sufficient resources, including (without limitation) management and financial resources, personnel, fixed and moveable assets, rights, licences, consents, and facilities, on such terms and with all such rights, to enable the licence holder to: (a) properly and efficiently carry on the Permitted Business; and (b) comply in all respects with its obligations under the Act and under its network licence, for the period of 12 months referred to in this statement. However, they would like to draw attention to the following factors which may cast doubt on the ability of the licence holder to do this."

or:

(c) "In the opinion of the directors of the licence holder, the licence holder will not have available to it sufficient resources, including (without limitation) management and financial resources, personnel, fixed and moveable assets, rights, licences, consents, and facilities, on such terms and with all such rights, to enable the licence holder to: (a) properly and efficiently carry on the Permitted Business; and (b) comply in all respects with its obligations under the Act and under its network licence, for the period of 12 months referred to in this statement."

11.7 The licence holder shall submit to ORR details of the main factors which the directors of the licence holder have taken into account in making the statement

under condition 11.5 and the information specified in the Regulatory Accounting Guidelines. In the case of a statement of the kind contemplated by condition 11.6(b) the licence holder shall also submit with the statement a description of the factors which may cast doubt on the ability of the licence holder to carry on the activities authorised by this licence.

11.8 The licence holder shall -

(a) notify ORR in writing immediately if its directors become aware of any circumstance that causes them no longer to have the reasonable expectation expressed in the most recent statement made under condition 11.5 in the forms set out in condition 11.6; and

(b) subject to complying, as if it were a company whose ordinary shares are for the time being admitted to the Official List of the UK Listing Authority, with the listing rules of the Financial Services Authority acting in its capacity as a competent authority for the purposes of Part VI of the Financial Services and Markets Act 2000, publish its notification to ORR in such form and manner as ORR may direct. This notification will include the information specified in the Regulatory Accounting Guidelines in relation to the operation of the re-opener provisions.

Regulatory Accounting Guidelines

11.9 ORR may from time to time issue Regulatory Accounting Guidelines, which may:

(a) further specify the accounting policies, format and content of the financial statements and the matters to be shown or reported in them;

(b) provide for appropriate segmental analysis and/or further breakdown of any items contained in the financial statements;

(c) provide for specification or description of any transactions or arrangements between the licence holder and any affiliate or related undertaking (including, without limitation, so as to enable ORR to monitor compliance with the conditions of this licence);

(d) further include provision requiring the licence holder to prepare and publish information in respect of proposed enhancements which the licence holder shall log up as enhancement expenditure, and annually, information on those enhancements actually made; and

(e) specify the provision and/or publication of such other information as ORR may reasonably require in order to monitor the licence holder's financial performance and financial position or assist in the determination of the licence holder's access charges.

Auditors

11.10 The licence holder shall procure a report by the Auditors addressed to ORR:

(a) stating whether, in their opinion, the regulatory financial statements (other than those referred to in condition 11.10(c)) and information on proposed enhancements have been prepared in accordance with this condition, including Regulatory Accounting Guidelines;

(b) stating whether, in their opinion, the regulatory financial statements present fairly the financial performance and financial position of the licence holder and (to the extent that they relate to Network Rail Infrastructure Finance) of Network Rail Infrastructure Finance in accordance with this condition and any Regulatory Accounting Guidelines; and

(c) stating whether the information on enhancement expenditure produced in accordance with condition 11.9(d) has been prepared in accordance with the Regulatory Accounting Guidelines and is consistent with such expenditure presented in the primary financial statements.

11.11 Each statement made under condition 11.5 shall be accompanied by a report prepared by the Auditors and addressed to ORR, stating whether the Auditors are aware of any inconsistencies between that statement and any supporting statements and either the financial statements referred to in condition 11.2 or any information which the Auditors obtained in the course of their audit work for the licence holder and, if so, the report of the auditors should state what the inconsistencies are.

11.12 The licence holder shall enter into a contract of appointment with the Auditors which shall include a term that the Auditors will provide such further explanation or clarification of their reports and such further financial information in respect of the matters which are the subject of their reports as ORR may reasonably require for the exercise of its functions, including, in relation to monitoring, compliance by the licence holder with the conditions of this licence.

Publication and provision of information

11.13 The licence holder shall deliver to ORR a copy of the financial statements together with any information provided for in the Regulatory Accounting Guidelines, the Auditors' report referred to in condition 11.10 and the statement referred to in condition 11.5 as soon as reasonably practicable and in any event not later than 1 July following the end of the financial year to which they relate (or a later date approved by ORR). The financial statements, information, the Auditors' report referred to in condition 11.10 and the statement referred to in condition 11.5, subject to any modifications approved by ORR, (including the deletion of any information the publication of which ORR is satisfied would or might seriously and prejudicially affect the interests of the licence holder or any other person), shall be published within one calendar month of delivery to ORR and then made available to any member of the public on request.

11.14 With a view to enabling the licence holder to comply with its obligations under condition 11.2, the licence holder shall, unless ORR otherwise consents, procure from Network Rail Infrastructure Finance a legally enforceable undertaking or undertakings in favour of the licence holder which shall require Network Rail Infrastructure Finance to prepare and give to the licence holder financial statements in relation to Network Rail Infrastructure Finance and its subsidiaries in such a form and covering such periods as may be specified in any Regulatory Accounting Guidelines from time to time issued by ORR.

11.15 The licence holder shall:

(a) deliver to ORR evidence (including a copy of all such undertakings) that the licence holder has complied with the obligation to procure any undertaking pursuant to condition 11.14;

(b) inform ORR immediately in writing if the directors of the licence holder become aware that any undertaking procured pursuant to condition 11.14 has ceased to be legally enforceable or that its terms have been breached; and

(c) comply with any direction from ORR to enforce any of the undertakings procured pursuant to condition 11.14.

11.16 In this condition:

"Auditors"	means the person appointed by the licence holder for the purpose of reporting on the regulatory financial statements referred to in this condition 11;
"Determination Assumptions"	means any assumptions (including their definitions and bases of measurement) from time to time notified to the licence holder by ORR as assumptions that have been used for determining access charges;
"Network Rail Infrastructure Finance"	has the meaning given to it by condition 4.33;
"Regulatory Accounting Guidelines "	means any guidelines issued by ORR from time to time in accordance with condition 11.9;
"Regulatory Asset Base"	means the value of the licence holder for regulatory purposes.

12 Annual and periodic returns

Annual returns

12.1 The licence holder shall prepare and provide to ORR an annual return by 1 July each year (or a later date approved by ORR). The annual return shall be prepared in such format and structure, to such standard and level of detail and in accordance with such requirements as ORR shall specify by notice to the licence holder.

12.2 No notice of ORR under condition 12.1 shall be effective unless:

(a) it is given on or before 31 December in the year before that in which the annual return is to be published; and

(b) ORR has consulted the licence holder before 31 October in the year before that in which the annual return is to be published and has taken into consideration any representations duly made.

12.3 To the extent that a notice of ORR under condition 12.1 requires the inclusion of statistical and other data, the notice shall not be effective unless it is given on or before 31 December in the year which is two years before that in which the annual return is to be provided, or such shorter period as may be agreed with the licence holder.

12.4 If ORR has not given an effective notice under condition 12.1 in respect of any year, the notice last given under that condition shall apply to that year.

12.5 Within one calendar month of delivery to ORR, subject to any modification (including deletions on the grounds of confidentiality) approved by ORR, the licence holder shall publish the annual return, except to the extent that ORR is satisfied that the information would or might seriously and prejudicially affect the interests of the licence holder or any other person and has so notified the licence holder.

Periodic returns

12.6 The licence holder shall prepare and provide to ORR returns for each relevant period, in a form approved by ORR, as soon as reasonably practicable and in any event not later than 21 days after the end of the relevant period (or a later

date approved by ORR). In this condition 12.6 "relevant period" shall mean each of 13 consecutive periods in each financial year commencing on 1 April, each such period being 28 days in length, save that the length of the first and last period in such financial year shall be such as shall be adopted by the licence holder for its accounting purposes generally.

13 Reporters

13.1 The role of the Reporter is to provide ORR with independent, professional opinions and advice relating to the licence holder's provision or contemplated provision of railway services, with a view to ORR relying on those opinions or advice in the discharge by ORR of its functions under, or in consequence of, the Act. Where appropriate, ORR shall give the licence holder an opportunity to make representations on those opinions or advice before relying on them.

13.2 Subject to condition 13.3, ORR may require the Reporter to inquire and report:

(a) into any matter considered by ORR as material to the setting by ORR of access charges;

(b) into any matter in respect of which the licence holder shall be required, by notice, to make an annual return pursuant to condition 12; and

(c) into any matter relating to the condition, capacity or capability of any premises or assets used or intended to be used for the provision of railway services by the licence holder.

13.3 The scope and content of any inquiry proposed to be undertaken by the Reporter in accordance with condition 13.2 shall be:

(a) discussed with the licence holder;

(b) defined and costed in a written proposal made by the Reporter; and

(c) approved by ORR, subject to such modifications (if any) as it may reasonably require, having taken into account any representations by the licence holder.

13.4 The contract between the licence holder and the Reporter shall:

(a) make provision for payment by the licence holder to the Reporter; and

(b) contain a term that the Reporter shall owe a duty of care to ORR

in respect of any inquiry conducted and report produced pursuant to this condition 13. The terms of the contract of appointment shall be subject to approval by ORR.

13.5 The licence holder shall comply with any Reporter Guidelines notified to it by ORR. Reporter Guidelines may (without limitation):

(a) set out the criteria for the appointment and removal of the Reporter;

(b) establish procedures for the appointment of the Reporter;

(c) specify particular terms of the contract between the licence holder and the Reporter;

(d) establish procedures for specifying and approving the scope and content of any inquiry undertaken by the Reporter under this condition 13; and

(e) set out details of what is required to comply with the licence holder's duty to co-operate referred to in condition 13.6.

13.6 The licence holder shall, and shall procure so far as it is able to do so that its affiliates and its Auditors shall, co-operate fully with the Reporter, so as to enable the Reporter to complete and report on any inquiry the Reporter is required to undertake under this condition 13.

13.7 In this condition:

"Auditors" has the meaning given by condition 11.

14 Restricted use of information

14.1 The licence holder shall not, without the consent of the person who has provided protected information, authorise access to or disclose protected information other than:

(a) to employees, agents, consultants, advisers and contractors of the licence holder who need to be informed for the effective conduct of licensed activities;

(b) to the Secretary of State, Scottish Ministers, the Welsh Assembly Government or ORR; or

(c) in compliance with the duties of the licence holder under the Act, conditions of any licence, any other enactment, any requirement of the Stock Exchange or any regulatory authority or pursuant to any judicial or arbitral process.

14.2 The licence holder shall take all reasonable steps to ensure that any such person as is referred to in condition 14.1(a) to whom the licence holder discloses, or whom the licence holder authorises to disclose, protected information, does not use that protected information for any purpose other than that for which it was provided to such person and does not disclose the protected information other than in accordance with the provisions of this condition 14.

14.3 In this condition:

"protected information"	means any information relating to the affairs of a particular person which has been provided to or obtained by the licence holder in the course of its dealings in connection with any actual or proposed agreement for which provision is made by the Act, but excluding information that is in or enters into the public domain otherwise than as a consequence of disclosure by the licence holder (or any person to whom it is disclosed by the licence holder) in contravention of conditions 14.1 and 14.2.

Part E Corporate matters

15 Governance

15.1 The licence holder shall conduct the Permitted Business as if it were substantially the licence holder's sole business and the licence holder were a separate public limited company.

15.2 Without limiting the generality of condition 15.1:

(a) the licence holder shall ensure that each of its directors discloses to the licence holder and ORR any conflicts that in that director's reasonable consideration do or may arise between that director's duties as a director of the licence holder and other duties that that director may have; and

(b) in fulfilling its obligation under condition 15.1, the licence holder shall have regard, among other matters, to the dividend policy adopted by the licence holder in the light of conditions 4.29 to 4.32.

15.3 The licence holder shall comply, as if it were a company whose ordinary shares are for the time being admitted to the Official List of the UK Listing Authority, with the Principles of Good Governance and Code of Best Practice (or any successor document having a similar purpose and content) as may from time to time be incorporated into or approved for the purposes of the listing rules of the Financial Services Authority.

15.4 Subject to paragraph 15.5, the licence holder shall ensure that at all times the board of directors of the licence holder contains a majority of non-executive directors who shall be persons of standing and of which at least two shall each have satisfied ORR that he or she has substantial relevant experience of working in the railway industry.

15.5 If at any time the licence holder is, by virtue of any person ceasing to be a director of the licence holder, unable to ensure the outcome in paragraph 15.4, the licence holder shall take such steps as are necessary to ensure that that outcome is achieved as soon as reasonably practicable after that event and in any case within one month of that event.

16 Management incentive plan

Incentive policy

16.1 The licence holder shall implement and comply with the incentive policy referred to in the articles of association of Network Rail Limited, as amended, supplemented or replaced at the relevant time.

16.2 Unless ORR otherwise consents, the licence holder shall not amend or replace the incentive policy referred to in condition 16.1.

16.3 The licence holder shall procure from each company, or any other person which is at any time an ultimate holding company of the licence holder, a legally enforceable undertaking or undertakings in favour of the licence holder which shall provide that that ultimate holding company and its subsidiaries:

(a) shall implement and comply with; and

(b) shall not, unless ORR otherwise consents, amend or replace

the incentive policy referred to in condition 16.1.

Management incentive plan

16.4 The licence holder shall send to ORR a management incentive plan (a "MIP") under which the level of remuneration of the executive directors of the licence holder and such other persons as ORR may from time to time specify is expressly related to specified standards concerning their personal performance and the performance of the licence holder, in such a way as to enhance their incentives to improve those standards. Without prejudice to conditions 16.5 and 16.7, the MIP shall be aligned with the incentive policy referred to in condition 16.1.

16.5 When formulating the MIP, the licence holder shall ensure that it creates an appropriate framework of incentives to comply with:

(a) the licence holder's obligations under this licence;

(b) any conditions in the licence holder's access agreements; and

(c) any objectives that ORR may specify from time to time, after consulting the licence holder, in connection with the MIP.

16.6 In applying the MIP, the licence holder must take account of the extent to which it has complied with the matters set out in condition 16.5.

16.7 Every time the licence holder sends a MIP to ORR, the licence holder shall publish and send to ORR a statement summarising the principal terms of the MIP and the principles underlying it, including:

(a) details of the categories of persons to whom the MIP applies;

(b) the maximum entitlement of any such category of persons;

(c) the criteria to be applied in determining the level of remuneration (with particular regard, and making express reference, to each of the matters set out in condition 16.5) and the relative weighting given to each such criterion.

16.8 The licence holder shall send the MIP to ORR at least once a year. A new MIP shall be sent to ORR whenever there is any material change to the MIP's contents during the course of the year to which it relates.

16.9 The licence holder shall publish at least once a year a statement summarising how the criteria in condition 16.7(c) have been applied in determining the level of remuneration of the executive directors of the licence holder and such other persons as ORR may have specified. The statement shall have particular regard, and make express reference, to each of the matters set out in condition 16.5 and any assessment of the licence holder's performance provided by ORR during the course of the year to which it relates.

16.10 Without prejudice to condition 12, the obligations in this condition do not entail an obligation to publish the levels of remuneration paid to specified individuals.

Employee scheme

16.11 The licence holder shall maintain, implement and comply with an incentive scheme for employees other than those to whom the MIP applies (an "Employee Scheme"). Without prejudice to condition 16.12, the Employee Scheme shall be aligned with the incentive policy referred to in condition 16.1.

16.12 When formulating the Employee Scheme, the licence holder shall have regard in particular to the considerations described in condition 16.5.

16.13 The licence holder shall send the Employee Scheme to ORR at least once a year and a new Employee Scheme shall be sent to ORR whenever there is any material change to the Employee Scheme's contents during the course of the year to which it relates.

16.14 Information required to be sent to ORR under this condition shall be provided in such form and manner and on such dates as ORR may require.

17 Financial information

17.1 Unless ORR otherwise consents, the licence holder shall, at such times and in such ways as would, generally applied, from time to time be required by the listing rules of the Financial Services Authority, publish such information as is by those rules required to be announced by a company whose ordinary shares are for the time being admitted to the Official List of the UK Listing Authority.

18 Fees

18.1 In each year beginning on 1 April, the licence holder shall render to ORR a payment which is the aggregate of the following amounts:

(a) the annual fee applicable to this licence, as determined by ORR; and

(b) an amount which shall represent a fair proportion as determined by ORR of the amount estimated by ORR (in consultation with the Competition Commission) as having been incurred in the calendar year immediately preceding the 1 April in question by the Competition Commission in connection with references made to it under section 13 of the Act with respect to this licence or any class of licence of which ORR determines that this licence forms part,

and the payment shall be rendered by the licence holder within such time as ORR may require, being not less than 30 days beginning with the day on which ORR gives notice to the licence holder of its amount.

19 Change of control

19.1 The licence holder shall, if any person obtains control of the licence holder, notify the Secretary of State and ORR as soon as practicable.

Part F Standard industry obligations

20 Insurance

20.1 The licence holder shall, in respect of licensed activities, maintain insurance against third party liabilities in accordance with any relevant ORR general or specific approval, as amended from time to time.

21 Claims allocation and handling

21.1 The licence holder shall, except in so far as ORR may otherwise consent, at all times be a party to such agreements or arrangements relating to:

(a) the handling of claims against operators of railway assets; and

(b) the allocation of liabilities among operators of railway assets

as may have been approved by ORR.

21.2 Except with the consent of ORR, the licence holder shall not, in relation to any of the agreements or arrangements described in condition 21.1 (the "relevant claims handling arrangements"), enter into any agreement or arrangement with any other party to the relevant claims handling arrangements:

(a) under which the licence holder agrees not to exercise any rights which it may have under any of the relevant claims handling arrangements; or

(b) varying the relevant claims handling arrangements,

other than as provided for under the terms of the relevant claims handling arrangements.

22 Safety and standards

22.1 The licence holder shall:

(a) be a member of RSSB and a party to the constitution agreement;

(b) comply with its obligations under the constitution agreement and the articles of association of RSSB; and

(c) exercise its rights under the constitution agreement and the articles of association of RSSB so as to ensure that RSSB shall act in accordance with the constitution agreement.

22.2 The licence holder shall comply with the code and such Railway Group Standards as are applicable to its licensed activities.

22.3 In this condition:

"code"	means the Railway Group Standards Code established by RSSB;
"constitution agreement"	means the contract of that name which sets out the purpose and governance of RSSB and to which members of RSSB must be a party;
"Railway Group Standards"	means standards authorised pursuant to the code;
"RSSB"	means Rail Safety and Standards Board Limited (a company limited by guarantee and registered in England and Wales under number 04655675).

23 Environment

23.1 The licence holder shall, taking due account of any relevant guidance issued to it by ORR, have a written policy designed to protect the environment from the effect of licensed activities, together with operational objectives and management arrangements to give effect to the policy. The licence holder shall review the policy, the operational objectives and the management arrangements periodically and otherwise as appropriate. Nothing contained in this condition 23 shall oblige the licence holder to undertake any action that entails excessive cost taking into account all the circumstances, including the nature and scale, of operations of the type carried out by the licence holder.

23.2 The licence holder shall, upon establishment and any material modification of them, promptly send ORR a copy of the policy together with a general description of the operational objectives and management arrangements.

23.3 The licence holder shall act with regard to the policy and operational objectives and use its reasonable endeavours to operate the management arrangements effectively.

24 Systems Code

Requirement for a systems code

24.1 The licence holder shall comply with the provisions of the systems code as approved by ORR.

24.2 The licence holder may from time to time amend the systems code with the prior approval of ORR.

Publication

24.3 The licence holder shall provide a copy of the systems code and the systems catalogue:

(a) to each user who requests a copy; and

(b) to any other person who requests a copy, which may be on payment of a reasonable charge.

Derogations

24.4 The licence holder may, in so far as ORR consents, be relieved of its obligation to comply with the systems code or a part of the systems code, subject to such conditions as ORR may require.

Cessation

24.5 This condition shall cease to have effect on 31 March 2010 or such other date as ORR may specify by notice.

24.6 In this condition:

"code system" means a system which relates to data which:

(a) is necessary for or in connection with the operation of trains on or access rights to the licence holder's network; or

(b) is expedient for or in connection with such operation and in respect of which the licence holder or any affiliate or related undertaking of the licence holder is the system owner;

"system"	means a computer application (not being an operating system, proprietary database, software package or other general-purpose substrate of an application) or a statement of the structure of a message and the means of exchanging it between two computer systems;
"systems catalogue"	means a document specifying: (a) each code system and its main function and features and describing the data exchanged by use of that system; and (b) in respect of each code system the name of the system owner and whether that system is categorised as a necessary code system or an expedient code system;
"systems code"	means a code prepared by the licence holder which sets out the arrangements for obtaining access to, using and developing code systems;
"system owner"	means the person who owns the intellectual property in a system or controls (other than collectively) the right to modify it or has the right to licence it to Users;
"user"	means a beneficiary or an associate (within the meaning in section 17(7)) of the Act) under an access agreement in respect of, or an operator of a train being used on, the licence holder's network or a person who has applied or intends to apply for permission to use the licence holder's network under section 17 or 18 of the Act.

Schedule - Revocation

1. The Secretary of State may, after consultation with the Office of Rail Regulation, at any time revoke this licence by not less than 3 months' notice to the licence holder:

   (a) if the licence holder agrees in writing with the Secretary of State that this licence should be revoked; or

   (b) if a final order has been made, or a provisional order has been confirmed under section 55 of the Act, in respect of any contravention or apprehended contravention by the licence holder of any condition, and the licence holder does not comply with the order within a period of 3 months beginning with the day on which the Secretary of State gives notice to the licence holder stating that this licence will be revoked pursuant to this term if the licence holder does not so comply; provided that the Secretary of State shall not give any such notice before the expiration of the period within which an application could be made under section 57 of the Act in relation to the order in question or before any proceedings relating to any such application are finally determined; or

   (c) if the licence holder ceases to carry on licensed activities for a continuous period of at least one year;

   (d) if any person obtains control of the licence holder and:

      (i) the Secretary of State has not approved that obtaining of control;

      (ii) within one month of that obtaining of control coming to the notice of the Secretary of State, the Secretary of State serves notice on the licence holder stating that the Secretary of State proposes to revoke this licence in pursuance of this paragraph unless the person who has obtained control of the licence holder ceases to have control of the licence holder within the period of 3 months beginning with the day of service of the notice; and

      (iii) that cessation of control does not take place within that period.

2. The Secretary of State may, after consultation with the ORR, revoke this licence forthwith by notice to the licence holder if the licence holder commits a serious breach of the Railways (Safety Case) Regulations 2000.

FOR THE PROTECTION OF NETWORK RAIL

1.The following provisions of this Schedule shall have effect unless otherwise agreed in writing between the Company and Network Rail and in the case of paragraph 13, any other person on whom rights or obligations are conferred by that paragraph.

2. In this Schedule—

"construction" includes execution, placing, alteration and reconstruction and "construct" and "constructed" have corresponding meanings;

"the engineer" means an engineer appointed by Network Rail for the purposes of this Order;

"network licence" means the network licence, as the same is amended from time to time, granted to Network Rail by the Secretary of State in exercise of his powers under section 8 of the Railways Act 1993([1]);

"Network Rail" means Network Rail Infrastructure Limited and any associated company of Network Rail Infrastructure Limited which holds property for railway purposes, and for the purpose of this definition "associated company" means any company which is (within the meaning of section 736 of the Companies Act 1985(b)) the holding company of Network Rail Infrastructure Limited, a subsidiary of Network Rail Infrastructure Limited or another subsidiary of the holding company of Network Rail Infrastructure Limited;

"plans" includes sections, designs, drawings, specifications, soil reports, calculations, descriptions (including descriptions of methods of construction), staging proposals, programmes and details of the extent, timing and duration of any proposed occupation of railway property;

"railway operational procedures" means procedures specified under any access agreement (as defined in the Railways Act 1993) or station or depot lease;

"railway property" means any railway belonging to Network Rail and—

(a) any station, land, works, apparatus and equipment belonging to Network Rail or connected with any such railway; and

(b) any easement or other property interest held by or used for the benefit of Network Rail for the purposes of such railway or works, apparatus or equipment; and

"specified work" means so much of any of the authorised project as is situated upon, across, under, over or within 15 metres of, or may in any way adversely affect, railway property.

3.—(1) Where under this Schedule Network Rail is required to give its consent or approval in respect of any matter, that consent or approval shall not be unreasonably withheld or delayed but may be subject to reasonable conditions (while recognising that the engineer has sole discretion in matters relating to safety) and is subject to the condition that Network Rail complies with any relevant railway operational procedures and any obligations under its network licence or under statute.

(2) In so far as any specified work or the acquisition or use of railway property is or may be subject to railway operational procedures, Network Rail shall—

([1]) 1993 c.43.

(a) co-operate with the Company with a view to avoiding undue delay and securing conformity as between any plans approved by the engineer and requirements emanating from those procedures; and

(b) use its reasonable endeavours to avoid any conflict arising between the application of those procedures and the proper implementation of the authorised project pursuant to this Order.

4.—(1) The Company shall not exercise the powers conferred by article 20 (authority to survey and investigate the land) or the powers conferred by section 11(3) of the 1965 Act as applied to this Order by the 2008 Act in respect of any railway property unless the exercise of such powers is with the consent of Network Rail.

(2) The Company shall not in the exercise of the powers conferred by this Order prevent pedestrian or vehicular access to any railway property, unless preventing such access is with the consent of Network Rail.

(3) The Company shall not under the powers of this Order acquire or use or acquire new rights over any railway property except with the consent of Network Rail.

5.—(1) The Company shall before commencing construction of any specified work supply to Network Rail proper and sufficient plans of that work for the reasonable approval of the engineer and the specified work shall not be commenced except in accordance with such plans as have been approved in writing by the engineer or settled by arbitration.

(2) The approval of the engineer under subparagraph (1) shall not be unreasonably withheld or delayed, and if by the end of the period of 28 days beginning with the date on which such plans have been supplied to Network Rail the engineer has not intimated his disapproval of those plans and the grounds of his disapproval the Company may serve upon the written notice requiring the engineer to intimate his approval or disapproval within a further period of 28 days beginning with the date upon which the engineer receives written notice from the Company. If by expiry of the further period of 28 days the engineer has not intimated his approval or disapproval, he engineer shall be deemed to have approved the plans as submitted.

(3) If by the end of the period of 56 days beginning with the date on which such plans have been supplied to Network Rail, Network Rail gives notice to the Company that Network Rail desires itself to construct any part of a specified work which in the opinion of the engineer will or may affect the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the Company desires such part of the specified work to be constructed, Network Rail shall construct it with all reasonable dispatch on behalf of and to the reasonable satisfaction of the Company in accordance with the plans approved or deemed to be approved or settled under this paragraph.

(4) When signifying his approval of the plans the engineer may specify any protective works (whether temporary or permanent) which in his opinion should be carried out before the commencement of the construction of a specified work to ensure the safety or stability of railway property or the continuation of safe and efficient operation of the railways of Network Rail or the services of operators using the same (including any relocation of works, apparatus and equipment necessitated by a specified work and the comfort and safety of passengers who may be affected by the specified works), and such protective works as may be reasonably necessary for those purposes shall be constructed by Network Rail but at the expense of the Company, or if Network Rail so desires such protective works shall be carried out by the Company at its own expense with all reasonable dispatch, and the Company shall not commence the construction of the specified works until the engineer has notified

the Company that the protective works have been completed to his reasonable satisfaction.

6.—(1) Any specified work and any protective works to be constructed by virtue of paragraph 5(4) shall, when commenced, be constructed—

(a) with all reasonable dispatch in accordance with the plans approved or deemed to have been approved or settled under paragraph 5;

(b) under the supervision (where appropriate and if given) and to the reasonable satisfaction of the engineer;

(c) in such manner as to cause as little damage as is possible to railway property; and

(d) so far as is reasonably practicable, so as not to interfere with or obstruct the free, uninterrupted and safe use of any railway of Network Rail or the traffic thereon and the use by passengers of railway property.

(2) If any damage to railway property or any such interference or obstruction shall be caused by the carrying out of, or in consequence of the construction of a specified work, the Company shall, notwithstanding any approval described in paragraph 6(1)(a), make good such damage and shall pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may sustain by reason of any such damage, interference or obstruction.

(3) Nothing in this Schedule shall impose—

(a) any liability on the Company with respect to any damage, costs, expenses or loss attributable to the negligence of Network Rail or its servants, contractors or agents; or

(b) any liability on Network Rail with respect to any damage, costs, expenses or loss attributable to the negligence of the Company or its servants, contractors or agents.

7. The Company shall—

(a) at all times afford reasonable facilities to the engineer for access to a specified work during its construction; and

(b) supply the engineer with all such information as he may reasonably require with regard to a specified work or the method of constructing it.

8. Network Rail shall at all times afford reasonable facilities to the Company and its agents for access to any works carried out by Network Rail under this Schedule during their construction and shall supply the Company with such information as it may reasonably require with regard to such works or the method of constructing them.

9.—(1) If any permanent or temporary alterations or additions to railway property, or any protective works under paragraph 5(4), are reasonably necessary during the construction of a specified work, or during a period of 12 months after the opening for public use of any part of the authorised project that includes a specified work, in consequence of the construction of that specified work, such alterations and additions may be carried out by Network Rail and if Network Rail gives to the Company reasonable notice of its intention to carry out such alterations or additions, the Company shall pay to Network Rail all costs reasonably and properly incurred in constructing those alterations or additions including, in respect of any such alterations and additions as are to be permanent, a capitalised sum representing the increase of the costs which may be expected to be reasonably incurred by Network Rail in maintaining, working and, when necessary, renewing any such alterations or additions.

(2) If during the construction of a specified work by the Company, Network Rail gives notice to the Company that Network Rail desires itself to construct that part of the specified work which in the opinion of the engineer is endangering the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the Company desires that part of the specified work to be constructed, Network Rail shall assume construction of that part of the specified work and the Company shall, notwithstanding any such approval of a specified work under paragraph 5(1), pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may suffer by reason of the execution by Network Rail of that specified work.

(3) If the cost of maintaining, working or renewing railway property is reduced in consequence of any such alterations or additions, a capitalised sum representing such saving shall be set off against any sum payable by the Company to Network Rail under this paragraph.

10. —(1)The Company shall repay to Network Rail all fees, costs, charges and expenses reasonably and properly incurred by Network Rail—

(a) in constructing any part of a specified work on behalf of the Company as provided by paragraph 5(3) or in constructing any protective works under the provisions of paragraph 5(4) including, in respect of any permanent protective works, a capitalised sum representing the cost of maintaining and renewing those works;

(b) in respect of the approval by the engineer of plans submitted by the Company and the supervision by him of the construction of a specified work and otherwise in connection with the implementation of the provisions of this Part of the Schedule;

(c) in respect of the employment or procurement of the services of any inspectors and other persons whom it shall be reasonably necessary to appoint for inspecting, watching and lighting railway property and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of a specified work;

(d) in respect of any additional temporary lighting of railway property in the vicinity of the specified works, being lighting made reasonably necessary by reason or consequence of the construction or failure of a specified work; and

(e) in respect of any special traffic working resulting from any speed restrictions which may, in the opinion of the engineer, require to be imposed by reason or in consequence of the construction or failure of a specified work or from the substitution of diversion of services which may be reasonably necessary for the same reason.

11. If at any time after the completion of a specified work, not being a work vested in Network Rail, Network Rail gives notice to the Company informing it that the state of maintenance of any part of the specified work appears to be such as adversely affects the operation of railway property, the Company shall, on receipt of such notice, take such steps as may be reasonably necessary to put that specified work in such state of maintenance as not adversely to affect railway property.

12. —(1) Any additional expenses which Network Rail may reasonably and properly incur in altering, reconstructing, maintaining or working railway property under any powers existing at the making of this Order by reason of the existence of a specified work shall, provided that 56 days' previous notice.of the commencement of such

alteration, reconstruction, maintenance or working has been given to the Company, be repaid by the Company to Network Rail.

13.—(1) The Company shall pay to Network Rail all costs, charges, damages and expenses not otherwise provided for in this Schedule which may be occasioned to or reasonably and properly incurred by Network Rail—

(a) by reason of the construction, working or maintenance of a specified work, or the failure thereof; or

(b) by reason of any act or omission of the Company or of any person in its employ or of its contractors or others whilst engaged upon a specified work;

and the Company shall indemnify Network Rail from and against all claims and demands arising out of or in connection with a specified work or any such failure, act or omission; and the fact that any act or thing may have been done by Network Rail on behalf of the Company or in accordance with plans approved by the engineer or in accordance with any requirement of the engineer or under his supervision shall not (if it was done without negligence on the part of Network Rail or of any person in its employ or of its contractors or agents) excuse the Company from any liability under the provisions of this sub-paragraph.

(2) Network Rail shall give the Company reasonable notice of any such claim or demand and no settlement or compromise of such a claim or demand shall be made without the prior consent of the Company.

(3) The sums payable by the Company under sub-paragraph (1) may include a sum equivalent to the relevant costs.

(4) Subject to the terms of any agreement between Network Rail and a train operator regarding the timing or method of payment of the relevant costs in respect of that train operator, Network Rail shall promptly pay to each train operator the amount of any sums which Network Rail receives under sub-paragraph (3) which relates to the relevant costs of that train operator.

(5) The obligation under sub-paragraph (3) to pay Network Rail the relevant costs shall, in the event of default, be enforceable directly by any train operator concerned to the extent that the relevant costs would be payable to that operator pursuant to sub-paragraph (4).

(6) In this paragraph—

"the relevant costs" means the costs, direct losses and expenses (including loss of revenue) reasonably incurred by each train operator as a consequence of any restriction of the use of Network Rail's railway network as a result of the construction, maintenance or failure of a specified work or any such act or omission as mentioned in sub-paragraph (1); and

"train operator" means any person who is authorised to act as the operator of a train by a licence under section 8 of the Railways Act 1993.

14. Network Rail shall, on receipt of a request from the Company, from time to time provide the Company free of charge with written estimates of the costs, charges, expenses and other liabilities for which the Company is or will become liable under this Schedule (including the amount of the relevant costs mentioned in paragraph 13) and with such information as may reasonably enable the Company to assess the reasonableness of any such estimate or claim made or to be made pursuant to this Schedule (including any claim relating to those relevant costs).

15. In the assessment of any sums payable to Network Rail under this Schedule there shall not be taken into account any increase in the sums claimed that is attributable to any action taken by or any agreement entered into by Network Rail if

that action or agreement was not reasonably necessary and was taken or entered into with a view to obtaining the payment of those sums by the Company under this Schedule or increasing the sums so payable.

16. The Company shall no later than 28 days from the date that the plans submitted to and certified by the Secretary of State in accordance with article 56 are certified by the Secretary of State, provide a set of those plans to Network Rail in the form of a computer disc with read only memory.

DRAFT

Network Rail MP & I Enhancements

Killingholme/HIT/Goxhill Track Enhancements

Brief Report on Option Key Issues for Consultation Purposes

Controlled Copy No.:

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1 Introduction

The proposal is to provide a new railway to link the existing truncated Killingholme branch from Immingham to Admiralty Sidings directly to the line between Ulceby Junction and Barton-on-Humber. This will be achieved by re-opening the dismantled railway from Admiralty Sidings to Goxhill Junction, either in whole or in part. The existing dismantled railway had a north facing connection at Goxhill Junction, south of Goxhill Station, onto the Ulceby to Barton-on-Humber line. A new chord line is needed to provide a south facing connection towards Ulceby Junction.

Three options (A to C) are considered that provide a new south to east chord line between the Ulceby to Goxhill line and the Killingholme branch.

The fourth option considers a circular reversing loop to the north of Goxhill Station. This will require the full length of the Killingholme branch to be re-instated, together with the former Goxhill Junction.

The four options provide an additional route for freight trains to access Immingham. This will be of particular benefit to coal trains serving the Humber International Terminal (HIT).

A schematic plan showing the location of the various options and key locations are shown on the Track Drawing Index (Drawing B50138-000H-011 Rev 0) contained in Appendix A.

1.1 Goxhill to Immingham Railway

The Goxhill to Immingham railway was opened in 1911 with a station at Killingholme. East Halton Halt was added in 1948. Passenger services on the line ceased in 1963. Part of the railway was subsequently dismantled between Admiralty Sidings and Goxhill Junction, though the track was left in-situ on the level crossings. Occasional freight trains have continued to operate between Immingham and Admiralty Sidings.

The line was built under the 1896 Light Railway Act with a Light Railway Order: - “Barton and Immingham Light Railway Order 1907”. This imposes severe restrictions on the operation of the railway.

Network Rail’s Liabilities team need to be consulted to advise on the exact limitations of this Light Railway Order and whether it has been revised by the Department for Transport and/or subsumed into a later Special Act.

If it is still current, then it is likely that it imposes an axle load restriction of 8 tonnes and a speed restriction of 25 mph on the existing railway between Immingham and Admiralty Sidings. This would preclude the operation of loaded coal trains. In such case it will be necessary to obtain a Transport and Works Order to replace the original Light Railway Order, to provide the powers to operate the railway. The Light Railway Acts themselves have been repealed and replaced by the Transport and Works Act, so any changes are made under that Act.

1.2 Environmental Issues

The key environmental aspects that will be affected by or constrain the proposed scheme have been considered with regard to the four options and are outlined within Section 3. Specific environmental issues include the potential impact on the local ecological resources, development within a flood plain, cultural heritage, the significant adverse impact on the local villages, local residents and businesses (agricultural holdings). These issues should be addressed at the earliest opportunity.

The proposed track layout scheme will require a mandatory Environmental Impact Assessment (EIA) as part of a Transport and Works Act (TWA) application. The project will fulfil the requirements for an EIA as detailed in Annex 1 of the regulations. Consultation with the statutory authorities and land owners should be undertaken at the earliest opportunity to avoid project delays and to

minimise cost. The feasibility and option evaluation process should take cognisance of the environmental constraints within the development corridor and the single option design should reflect these considerations. The design process (GRIP stages 2-5) should be used to minimise the potential impact on these environmental aspects at the earlier stages to prevent project delays.

1.3 Statutory Powers

All the proposed options will require new statutory powers. These should be obtained with an Order under the Transport and Works Act. This may be expedited by obtaining prior approval for planning matters from North Lincolnshire Council and similarly obtaining an environmental scoping decision.

Attention is drawn to the fact that the existing Immingham to Admiralty Sidings line may not have adequate powers to operate that railway currently. This is discussed below.

2 Summary

Four options have been examined. Please refer to the Track Drawing Index in Appendix A for an overview of these.

Options A, B and C provide a new chord line linking the Ulceby to Barton-on-Humber at Goxhill with the Goxhill to Immingham Line, part of which has been dismantled between Goxhill and Killingholme.

Option D looks at providing a loop to reverse trains north of Goxhill and re-instating the dismantled railway in full between the former Goxhill Junction and Admiralty Sidings.

Option A encroaches on a Scheduled Ancient Monument. There will be significant planning issues to overcome if this option is taken forward.

Option B requires significant work and consent to carry it over the flood plain of East Halton Beck

Option D provides an over-complex solution to the requirement.

Option C should be taken forward for further investigation as it provides the simplest and most cost-effective solution to the problem.

Work has also been undertaken to provide a 775 metre long loop adjacent to the Humber International Terminal. It is also possible to provide an additional arrival loop within the HIT complex if the direction of loading is changed to be from west to east.

The final Switch and Crossing (S&C) specification selected will be subject to Network Rail specification at a later development stage. For the purposes of this feasibility study, CEN56 S&C geometry has been selected as it is the most restrictive in terms of length and radius. An NR60 layout would occupy a smaller footprint and be able to negotiate a sharper radius.

It is anticipated that the Track Category for the various options would be either 2 or 3. This generally requires CWR on concrete sleepers and S&C on concrete bearers.

3 Description

3.1 Dismantled Railway

All the options make use, to varying extents, of the dismantled railway from Goxhill (6m 27ch) to Admiralty Sidings (2m 74ch) and the open section from Admiralty Sidings to Immingham.

The dismantled section of railway from the end of the current railway at Goxhill Junction is predominantly in cutting. It has a wide formation that is suitable for double track. However records indicate that double track was never installed, except at the former East Halton Station (3m 59ch). The line emerges from cutting onto embankment across the flood plain of East Halton Beck. This is

crossed at OSGR TA123206 on structure KIL3 5. The alignment is generally straight or gently curving. There is a falling gradient from Goxhill to Killingholme. Subject to structural assessments of underline structures, this redundant alignment should be adequate for 60mph running.

The line is extensively overgrown. Not only is the formation wide enough for double track, but there is a further wide area of land adjacent to the boundary fencing at ground level. Subject to cutting back to prevent leaf fall and associated adhesion problems, it would be sensible to preserve the current tree line at the boundary fence as a visual screen.

3.1.1 Level Crossings

On the dismantled railway there are 24 recorded level crossings, mainly occupation and accommodation crossings. There are also 2 additional crossings created by occupiers of the adjoining land since the railway has been dismantled. The majority of the crossings appear disused. We have examined the land plans, GEOGIS data and aerial photographs, with a site walk-through to compile a list of crossings. Appendix C contains details of the active and disused crossings.

All the active accommodation and occupation crossings will require the provision of a deck, gates and appropriate signage. Subject to discussions with HMRI they are also each likely to require the provision of two telephones, one each side of the crossing.

The inactive level crossings will need to be noted in any Transport and Works Order, with a clause to vary the private rights. There may be correspondence held by Network Rail's Liabilities Section regarding any Deeds of Release for any previous level crossing closures.

Option A will require the Public Road level crossing at Chapelfield Road (OSGR TA114206) to be re-instated.

Option D will require the Public Road level crossings at Chapelfield Road, Thorn Lane (OSGR TA107206) and Church Side Lane (OSGR TA101208) to be re-instated.

The Light Railway Order will have specified a gated level crossing at these locations in accordance with primary legislation. They may have been manned by a crossing keeper, (MGH) or operated by the train crews (TMOG).

Any new Transport and Works Order will permit the railway to cross a highway on the level, with a single line of rails. The default position will provide for gates at the level crossings.

If gates are not required and alternative protection is to be provided, then the Transport and Works Order will specify that the Highway (Railway Crossings) Act 1839 and Section 9 of the Railway Regulation Act 1842 will not apply. A separate Level Crossing Order will then be required.

An Automatic Half Barrier Crossing (AHB) would be sensible at all these locations.

There does not appear to be sufficient land available to construct bridges at these locations, though this would need to be proven for the Transport and Works Order.

Options B & C avoid re-instating Public Road level crossings.

Two Public Footpaths cross the dismantled railway. Options A and D will require a foot-bridge for Goxhill Footpath 66 at OSGR TA109206. It is unlikely that Network Rail would obtain dispensation from the HMRI for a new foot crossing on the level. A suitable location would be at the field boundary to the east of the current crossing. This is shown on our drawing B50138-000H-002 Rev 0

All options will require East Halton Footpath 74 (Level Crossing 23 at OSGR TA148204) to be diverted along the north side of the railway terminating at the former East Halton Station (OSGR TA141206). It would seem likely that this can be achieved within Network Rail property. Preliminary discussions with North Lincolnshire Council's Right of Way Officer indicate that this is likely to be acceptable. The diversion should be incorporated in the Transport and Works Order.

3.1.2 Bridges

There is a 3 arched brick over-bridge (KIL3-4) for East Halton Road at 3m 60ch. This will need gauge assessment for W10 or W12 as appropriate. It is likely that the track will need positioning in the centre of this bridge to achieve the necessary clearances. The trackbed may also need to be lowered and the central arch under-pinned. These requirements would need to be determined at a later stage.

East Halton Beck (KIL3-5) is a steel girder under-bridge with a span of 14.2 metres, presumably dating back to 1910. It will need a full structures assessment.

3.2 Existing Railway

The existing railway from Admiralty Sidings to Immingham is generally well aligned with straights and gentle curves, with the exception of a short section at Admiralty Sidings.

Here the point work has been installed with a short section of track on a short radius curve at 660 metres. The sidings diverge towards the river estuary at a Ground Frame. The track will need minor re-aligning through this location to achieve a constant 1350 metre radius curve.

The Private Sidings Agreement will need to be checked to ascertain if the sidings are now defunct and can be removed.

Subject to appropriate assessments of track condition, underline structures and gauging together with the minor re-alignment described above it is anticipated that the existing railway should be suitable for a 60 mph line speed, RA 10 axle-loads and W12 gauge. Any restrictive speed and axle-load provisions in the Light Railway Order will also need to be repealed.

3.2.1 Level Crossings

On the existing railway there are 20 recorded level crossings, mainly occupation and accommodation crossings. The majority of the crossings appear disused. We have examined the land plans, GEOGIS data and aerial photographs, with a site walk-through to compile a list of crossings, See Appendix C for details of the active and disused crossings.

The Highway and Occupation Road Level Crossings between Admiralty Sidings and Immingham will need to be rationalised to enable a more intensive service pattern. Currently the proliferation of Open Crossings with Stop and Proceed working will impede the operation of frequent services, particularly long mineral trains with a planned operational speed of 60mph.

Subject to a detailed assessment, it would appear feasible for a single bridge to replace both the Open Crossings at the Occupation Roads at Yorkshire Tar (2m 44ch) and Shell-Mex (2m 34ch). Subject to an appropriate level crossing assessment, it is felt that the current level of road and foot traffic at these two locations is likely to be an unacceptable risk with a frequent freight train service.

Haven Road (2m 19ch) is an adopted highway, giving the only access to the estuary in that area for the public. Due to the close proximity of an environmentally sensitive site that is a Special Protection Area and a Site of Special Scientific Interest, it will be difficult to provide a bridge at this location. It is therefore recommended that the crossing is considered for upgrading to an Automatic Half Barrier (AHB). An Automatic Barrier Crossing Locally Monitored (ABCL) would not be appropriate at this location owing to the poor sighting distances on the north side of the crossing.

Regent Oil Level Crossing (1m 04ch) is an Occupation Road (UWC). The crossing is provided with user operated gates and is subject to misuse. The proposed Killingholme Loop will cross this Occupation Road. This crossing should be closed and the existing alternative access negotiated for Regent Oil (Texaco) from Marsh Farm Lane, near the estuary, with appropriate compensation paid. To facilitate this Marsh Farm Lane should be adopted by the Highways Authority.

Marsh Farm Lane (0m 49ch) is a Public Footpath (South Killingholme Footpath 100). It is also an Occupation Road for vehicular traffic. It is an Open Crossing (OC) with no additional protection. It is used by Heavy Goods Vehicles (HGV) for the Port installations and has been improved to cater for this traffic. The degree of use may vary with shipping schedules. The considerable increase in railway traffic, combined with the increased width of the crossing due to the provision of an approach siding for HIT will force the safety of the crossing to be re-assessed. This should be done in consultation with HMRI. The crossing will need additional protection or replacement by an over-bridge.

The options for Marsh Lane Level Crossing are: -

a. AHB

b. ABCL

c. Over-bridge

Considerations: -

- AHB - the positioning of a treadle (striking point) to operate the crossing would be difficult. 27 seconds warning time is required. The maximum attainable distance between the crossing and the S&C for the proposed loop is 260 metres; this would give an approach speed in the Up direction of 15mph. In the Down direction a distance of 750 metres is attainable, giving an approach speed of 50 mph.

- ABCL - similar problems with treadle activation would arise if an Automatic Barrier Crossing Locally Monitored (ABCL) were used at this location to modernise the crossing. An ABCL is attractive in that the level crossing can be activated by a driver operated plunger or pull chord. However, an ABCL would not be compatible with any AHB crossing installed at Haven Road. Section X of RT/E/C11600 (Level Crossings) paragraph 3.5.4 states: -

  > To a road user, this type of crossing appears the same as an AHBC, but with the important difference that at ABCL's it is an acceptable failure for the barriers to remain raised during the operating sequence (HMRI Railway Signalling Principles and Guidance 86). For this reason, and the potential confusion it may cause to road users, intermixing of AHBC and ABCL in close proximity should not be considered without written authority from the Infrastructure Controller and HMRI.

- Over-bridge - Marsh Farm Lane is a single track road 4m wide with passing places where the combined width is 8m. There is an adjacent Public Footpath of varying width. The actual crossing is 6.3m wide. The Design Manual for Roads and Bridges Volume 6 – TD 27/05 gives the criteria for structure width. On local roads less than 5 metres wide the following advice is given:-

If a structure is required under or over an existing single lane rural side road of carriageway width less than 6.0m, the carriageway width of that side road should be retained where all the following requirements are met: -

i. Traffic flows are not expected to exceed 200 vehicles per day.

ii. The carriageway width is not less than 3.60m and the lateral width of Cross-section, over which the minimum Headroom is provided in accordance with paragraphs 6.1.3 and 6.3.1, is not less than 6.60m.

iii. Passing bays, which must be inter-visible, are provided at each side of the structure.

iv. Stopping Sight Distance to the requirements of TD 9 (DMRB 6.1.1) is provided.

However with the bridge approaches restricting the sighting in the vertical elevation, it is unlikely that the visibility criteria in notes iii and iv above can be achieved. Therefore, subject to design verification of visibility, it is likely that a structure for an all-purpose rural road would be required. In TD 27/05 the requirements are to provide a single carriageway, 7.3 metres wide, with a footway or raised verge 2.5 metres wide on each side. This gives a total width of 12.3 metres. A P3 parapet is required. The road should be capable of being adopted by the Highways Authority as far as the proposed alternative entrance to the Regent Oil Depot next to the estuary. The road can be dedicated in any Transport and Works Order.

The HIT sidings are on a level half a metre, or thereabouts, higher than the neighbouring Network Rail branch line. The consequent differences in level on the road on a level crossing would not be negotiable by the Heavy Goods Vehicles (HGV) currently using it.

Altering the vertical alignment of the Network Rail line to the level of the HIT sidings may be possible to the north of the existing conveyor. This structure crosses above both the running line and the HIT sidings.

The alternative of lowering the vertical alignment of the HIT sidings would be difficult owing to point work of the siding fan. However it may be possible to remove the fan, in whole or in part and provide a re-graded line into the HIT. This may be able to be achieved as the requirement to run round a train in HIT will have been removed by the proposed route enhancement.

The existing HIT infrastructure between Marsh Farm Lane Level Crossing and the Loading Bunker consists of the loading line and two run-round sidings. If the direction of train movement through HIT is changed and reversed, then the two run-round sidings become redundant. They could be recovered to allow the level of the HIT track to be lowered to match that of the adjacent Network Rail line; or more sensibly utilised to provide an additional arrival siding and a bypass siding, allowing out-of-course trains to be recessed adjacent to HIT.

The provision of an additional arrival siding would require the point work to be moved within 15m of the existing Marsh Farm Level Crossing. This in its turn may preclude a level crossing; the Railway Clauses Act 1863 prohibits shunting or locomotives and wagons stopping on level crossings, this includes footpaths. This assumes a train of a Class 66 locomotive and 23 HTA at 436m long.

The various options for train operation need to be considered in relation to the initial and long term infrastructure requirements. Whilst a short term option may permit a level crossing arrangement to be achieved, a longer term solution which allows more flexible train working at HIT may make an overbridge a more suitable consideration for Marsh Farm Lane.

There is an accommodation crossing at 0m 56ch north of Marsh Farm Lane that appears disused. Between Regent Oil (1m 04ch) and Haven Road (2m 19ch) there are a series of 8 accommodation crossings, of which 7 appear disused. The status of these crossings should be determined by Network Rail's Liabilities team and the crossings closed.

3.2.2 Bridges and Fencing

Between Regent Oil (1m 04ch) and Haven Road (2m 19ch) there are a series of culverts and drains, some of which appear to have blocked off and filled in by adjacent landowners and the boundary fence demolished. The status and need for these culverts and drains should be determined.

The under-bridges between 1m 38ch and the end of the existing railway at 2m 74ch are only suitable for a single line.

It is presumed that the boundary fencing has been removed with the agreement of Network Rail and will be re-instated prior to any work commencing on the re-instatement of train services to the north

of HIT. Some locations are temporarily fenced with removable panels approximately 2.5m high that are usually found protecting building sites.

3.2.3 Operations and Signalling

The proposed alignments shown on the drawings in Appendix B, use standard junctions connecting onto the Ulceby to Barrow-on-Humber line.

Due to the longer route, compared with the direct line through Immingham the plain-line line speed should be set at 60 mph to reduce running times. Junctions have been selected in the 40 - 50mph range due to geometric constraints.

This line speed would also increase the line capacity and further avoid the need for intermediate signalling. An appropriate track and structures assessment would need to take place in order to confirm the feasibility of 60mph operation.

Signalling and Telecoms records need to be examined to determine the status of the cable from Immingham to Admiralty Sidings. This cable may suffice for any upgrade to the level crossings in the Killingholme area.

A safety risk assessment will also be needed to determine whether the intermediate occupation and accommodation crossings will require telephones. Two telephones are normally provided, one at each side of the level crossing. In this case a telecoms cable will be required over the new route.

Any intermediate highway level crossings will also require telephone communication with the controlling signal box.

Currently there is a speed restriction of 20 mph for Soft Lane Level Crossing for freight trains. This will need to be removed if Option A is proceeded with.

There is a manned gated hand operated level crossing closed against the railway at Barton Road (College Road) north of Thornton Abbey on the Ulceby to Goxhill line. The hours of operation will need to be increased or the level crossing either modernised or replaced by a bridge. There is a considerable downtime currently at the level crossing for road users.

There is also a manned gated hand operated level crossing closed against the road at Bystable Road south of Thornton Abbey on the Ulceby to Goxhill line. The hours of operation will need to be increased or the level crossing closed and the Occupation Road to the west of the railway from Bystable Lane to Thornton Abbey Station metalled and adopted by the highway authority.

3.2.4 Alternative arrangements for Operations and Signalling

As an alternative, consideration could be given for the new alignment in options A, B or C to connect as plain line into the existing Up New Holland line at the proposed junction sites. This would probably enable the speed restrictions associated with the selected junction work to be eliminated. The new railway could then be worked as a single bi-directional freight line under Track Circuit Block throughout from Ulceby Junction to Killingholme.

The existing Down New Holland Line could be converted into a parallel single bi-directional line worked by Tokenless Block (possibly using existing cabling) between Ulceby Junction and Goxhill.

This arrangement would have the advantage of eliminating the need for intermediate signalling on the new route, considerably reducing the cost. It may be possible to eliminate providing a continuous cable from Ulceby Junction to Immingham via the new line as the existing direct cable over the Humber Commercial Railway between these two points may suffice.

Initial investigations suggest that it may be possible to re-align part of Ulceby Junction to achieve a constant 60 mph from Brocklesby Junction towards the proposed single line on the existing Up New Holland.

If considered desirable by Network Rail, it is recommended that this alternative arrangement should be investigated further at the next stage of development.

3.3 KILLINGHOLME ADDITIONAL LOOP

Options for a goods loop in the Killingholme area have been examined. The most suitable site is on the former double track formation from approximately the 0¾ milepost, to the 1½ milepost. This will permit a loop with 775 metres standage. It will require the closure of Regent Oil Occupation Crossing (UWC) as discussed above.

The loop will be on the Up side (or river side) of the Branch Line separated from it with a wide-way to enable staff to examine trains in a position of safety. The arrangement shown on our drawing B50138-000H-006 Rev 0 is based on this proposal. This would suit the Staging discussed in section 3.3 below.

The loop should be constructible within the Limits of Deviation in the original Light Railway Order. This will allow the works to be performed under the Prior Approval process for permitted development. This would need to be confirmed by Network Rail.

Work may be necessary to widen the existing culverts along the length of these loops in order to provide a safe cess walking route.

3.3.1 Stage 1 (Drawing B50138-000H-006)

Stage 1 involves the construction of the loop lines to the north of HIT. Stage 1 can be in operation prior to the re-opening of the dismantled railway from Admiralty Sidings to Goxhill and any associated new chord line. This stage will still require the train operations through HIT to be reversed to allow trains to be loaded travelling from west to east.

Stage 1 can be built without any additional signalling being required. The loop can be operated using train operated points and point indicators. These may need to be capable of conversion at a later date to remotely operated points for implementation of Stage 2.

The use of train operated points would be subject to the agreement of the relevant Network Rail disciplines, in accordance with Network Rail standards. However, this would reduce or eliminate the need for any signalling on the branch. It would use CEN56 S&C geometry, Cv10 or similar geometry. The turnout speeds into the loop would be restricted to 20mph.

The plain line and S&C construction standard would depend on the annual tonnage and speed anticipated if Stage 2 is implemented at a later date. As a minimum standard, the plain line of the loop line could be constructed in serviceable CWR material suitable for 20mph running. The S&C in the HIT fan will need to be assessed to determine if it is currently suitable for use in CWR. If not, then it will require to be protected by adjustment switches.

The future Stage 2 running line is proposed to be suitable for 60mph running. However, this will depend upon the final arrangements for the protection of Marsh Farm Lane road crossing, and the desirability of increasing the line speed on the existing branch south of Marsh Farm to 60mph running. It is likely that the speed and tonnage will place the running line in either Track Category 2 or 3. The S&C Construction standard is therefore likely to be based on a concrete bearer layout.

The Stage 1 proposal would not require alterations to the current signalling system (train staff and one-train-working). It would considerably shorten the timescales and reduce the cost of implementation.

The arrangements for the level crossing at Marsh Farm Lane, discussed in section 3.2.1 above will need to be implemented during Stage 1.

3.3.2 Stage 2

This stage would come into effect with the construction of the new works associated with the alignment selected from options A to D and re-opening of part or all of the redundant alignment between Admiralty Sidings and the Ulceby to Barrow-on-Humber line. These are described in detail below.

As discussed in section 3.3.1 above, the S&C installed under Stage 1 for train-operated points would need to be converted to conventional point operating equipment for Stage 2. The railway would also be converted to conventional signalling and operations using Track Circuit Block.

3.4 OPTION A

3.4.1 Description

This option, shown on Corus drawing B50138-001Y/002 and B50138-001Y/003, (see Appendixes A and B for drawings) has the shortest section of new track of all the options. It mainly utilises the disused track-bed between Killingholme and Goxhill. Total length of new formation between the existing Ulceby to Barrow-on-Humber railway and the redundant Killingholme branch would be approximately 1265m. There would be a gradient of 1 in 327 throughout the new formation. The horizontal alignment would have a curvature of 630 metres radius. A line speed of 60mph would be proposed.

If the option for a single bi-directional line to Ulceby (discussed in Section 3.2.4 above) is chosen instead of a junction being provided, then the alignment towards Killingholme could probably be canted for 60mph throughout.

The proposed junction with the Ulceby to Barrow-on-Humber Line would have Network Rail preferred geometry for a turnout and crossover having a speed restriction of 50 mph.

The new chord line leaves the existing Ulceby to Goxhill line immediately north of Soft Lane Level crossing. A facing crossover is provided to the south of the level crossing.

For the first 500 metres the new chord line is curving on an embankment, 1.5 metres high crossing a field boundary and a drain at Ch 6m 15ch (332yds). It then runs at ground level or in a shallow cutting. At the edge of the field it is on an embankment, crossing another two drains in succession at Ch 5m 71ch (1578yds) & 5m 67ch (1491yds). It crosses the curtilage of Goxhill Hall Ch 5m 67ch (1493yds) to 5m 63ch (1394yds), before crossing the lane known as Church Side at Ch 5m 62ch (1376yds) in the hamlet of South End. It then crosses an enclosed field diagonally between Ch 5m 62ch (1380yds) and 5m 49ch (1086yds) to join the redundant formation of the Killingholme branch.

This option then takes the alignment of the redundant formation to Admiralty Sidings.

3.4.2 Major constraints

The new formation will cross the curtilage of Goxhill Hall. This is a Scheduled Ancient Monument. Planning consents are likely to be refused and any Transport and Works Order opposed. North Lincolnshire Council in its “North Lincolnshire Local Plan - Adopted Plan May 2003” remarked in its Policy statement: -

> HE8 - Ancient Monuments
>
> Development proposals which would result in an adverse effect on Scheduled Ancient Monuments and other nationally important monuments, or their settings, will not be permitted.

3.4.3 Other issues

The use of the existing track-bed requires the re-instatement of a public level crossing over Chapelfield Road, Goxhill (OSGR TA 114206) at 5m 28ch (638yds) See drawing B50138-001Y/003.

There are three options that are possible for the site where the new Option A chord line crosses Church Side Lane: -

- Close Church Side Lane and divert the traffic through Goxhill village, or;
- Install an AHB level crossing at Church Side Lane to ensure the maximum safety at this point, or;
- Build a road over-bridge, or;

- Build a road under-bridge.

Church Side Lane at this location is subject to a 7.5 tonnes weight restriction to prevent lorries going through the hamlet. The houses to the west of the proposed railway chord are a relatively self-contained development. If the road can be closed, this will also have the advantage of removing traffic from the frontage of Goxhill Hall. It may be necessary to offer a footbridge to preserve communication between parts of the hamlet. This may need to be a D.D.A. compliant footbridge, adding considerably to the cost and increasing the visual intrusion. Agreement would need to be reached with North Lincolnshire Council on the requirements. This is the preferred option for Church Side Lane.

A level crossing with AHB and warnings would be less visually obtrusive than an over-bridge. The nearest house would be 65 - 75 metres from the proposed Level Crossing, reducing possible objections on the grounds of visual and noise pollution. The lane in question, from first impressions, appears to be rarely used during the day, more frequently in the morning/evening hours. This will need to be confirmed in a vehicle and pedestrian count.

A road over-bridge or under-bridge at this location will be difficult to construct. A derogation would be needed to provide an approach gradient of 1 in 10. The bridge would have to be built in the field north of Church Side Lane, opposite Goxhill Hall. A road over-bridge is likely to be visually intrusive. A road under-bridge may affect the drainage in the area of Goxhill Hall.

As previously mentioned Goxhill Footpath 66 will need to be slightly diverted and a footbridge built at the field boundary on the dismantled railway where the new chord will diverge. Alternatively the footpath could be diverted to the proposed road crossing.

Three drains will need to be culverted under the new chord line and additionally the side drains for Church Side Lane modified according to the chosen sub-option.

Care will need to be taken where the chord line crosses the Scheduled Ancient Monument site at Goxhill Hall to ensure that the medieval cultivation pattern is not disturbed.

The land purchase will be more easily achieved compared to options B and C. The land for the new chord line is entirely in the ownership of one landowner (Mr. Richard Robinson).

The chord line will cut across fields known as “The Hallands”. If Church Side Lane is severed, then an accommodation crossing with a telephone will be required for field access.

3.4.4 Conclusion

This option, although superficially attractive due to the short length of new build, has a major constraint in that it crosses a Scheduled Ancient Monument. There are also issues with crossing Church Side Lane and the re-instatement of Chapelfield Road Level Crossing. Planning consent is likely to be withheld.

3.4.5 Recommendation

This option to be discarded.

3.5 OPTION B

3.5.1 Description

This route has the greatest new construction length of all the options, shown on drawing B50138-001Y/004 (see Appendixes for drawings).

It utilises a short section of the disused track-bed between Admiralty Sidings and Goxhill. The total length of new formation would be approximately 2860 metres.

It diverges from the Ulceby to Barrow-on-Humber line near Thornton Abbey Station at College Road Level Crossing on a falling gradient of 1 in 291 to East Halton Beck; thence it is level until it joins the dismantled railway west of Killingholme. It would have a curvature of 395 metres radius from Thornton Abbey to College Farm, with a speed restriction of 50 mph or less. The new alignment to and on the dismantled railway would have a line speed of 60 mph.

The junction with the Ulceby to Barton-on -Humber Line would have a turnout and crossover with a speed restriction of 40 mph. A facing crossover can be provided to the south of Thornton Abbey Station. If plain line is chosen instead of a junction being provided, with the proposed single line operation to Ulceby Junction then it would be 50 mph or less over the curve.

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3.5.2 Major constraints

The chord line for Option B will pass over the flood plain for East Halton Beck OSGR TA121203. Near the river the land is only between 1.67 and 1.97 metres Above Ordnance Datum (AOD). The land is designated as a high flood risk by the Environment Agency and protection arrangements should be implemented. This will cause the line to be raised on an embankment of 3 to 4 metres in height and will necessitate a viaduct of 145 metres length to clear the river and associated drains. This will add considerably to the expense of the route.

Fishing and shooting rights on the flood plain are held by the Earl of Yarborough and have been developed with hides, ponds and plantations. The Environment Agency and the North East Lindsey Drainage Board will object to the route as will the owner (The Earl of Yarborough) and users of the fishing and shooting rights.

3.5.3 Other issues

The new chord line will start immediately south of College Road Level crossing at OSGR TA 10888 18945. This is a manned gated crossing. The crossing will need to be widened to accommodate a third track. In addition, the road level will need to be adjusted to suit this third track.

To avoid any works to the crossing, it would be necessary to provide a much slower connection and sharper radius to and on the new chord line. This could then be provided to the north.

The proposed chord line will pass within 85 metres of College Farm, crossing a drain and an occupation road at Ch 5m 78ch (1731yds). A level crossing with user worked gates and two telephones would normally suffice for an occupation crossing. However this road is relatively well used by a variety of vehicles and gives access to several houses. Any user discipline with the gate closing will be difficult to enforce. For these reasons an over-bridge may be necessary.

A footbridge will be needed for Thornton Curtis Footpath 70 near Field Farm. A culvert is needed for a drain midway between Field Farm and East Halton Beck. An accommodation crossing with two telephones will also be needed in this vicinity.

The viaduct for East Halton Beck will also cross East Halton Footpath 71.

Between East Halton Beck and the dismantled railway, the new chord line crosses two drains that will require culverting. There is also a 24 inch buried gas main. An accommodation crossing with two telephones is also required in this area.

3.5.4 Conclusions

Option B crosses difficult ground at East Halton Beck that is likely to add considerably to the cost of the route. It also has the greatest length of new construction, also adding to the total cost.

3.5.5 Recommendation

This option to be discarded.

3.6 OPTION C

3.6.1 Description

This option, Corus drawing B50138-001Y/007 (see Appendixes for drawings) seeks to use the existing bridge and formation of the dismantled railway over East Halton Beck but avoids encroaching on Goxhill Hall. The total length of new formation would be approximately 2630 metres.

It diverges from the Ulceby to Barrow-on-Humber line near Thornton Abbey Station on a falling gradient of 1 in 325 throughout. It would have a curvature of 900 metres radius at each end, with a long straight in between.

Any junction with the Ulceby to Goxhill Line could have a speed restriction of 50 mph. A facing crossover can be provided to the south of Thornton Abbey Station (OSGR TA110186). If plain line is chosen instead of a junction being provided, with single line operation to Ulceby Junction, then the line speed would be 60 mph throughout.

3.6.2 Major constraints

There are no major constraints with this option. It is built on high ground away from the flood plain and it avoids Goxhill Hall.

3.6.3 Other Issues

A second level crossing will be required on College Road (at OSGR TA109190), or alternatively an over-bridge, with separate spans over the existing Ulceby to Barton-on -Humber railway and the new chord line.

The new chord line passes further to the east of College Farm than Option B. This allows the Occupation Road to be diverted along the west side of the new chord line to rejoin College Road at Ch 6m 6ch (146yds). A culvert will be required for the adjacent drain.

The railway will then run at ground level passing into a shallow cutting at Field Farm. An over-bridge will be required for the occupation road to Field Farm. This bridge can also carry a diverted Thornton Curtis Footpath 70. A short occupation road will be required on the South-east side of the new chord line from this bridge to replace a track severed by the railway.

The new chord line passes clear of a pumping station and crosses Church Side Lane.

Three options are possible for the site where the new Option B chord line crosses Church Side Lane: -

- Close Church Side Lane and divert the traffic along a new highway on the South-east side of the new railway, or;
- Install an AHB level crossing at Church Side Lane to ensure the maximum safety at this point, or;
- Build a road over-bridge.

This option would extend the proposed occupation road from Field Farm over-bridge alongside the railway to Littleworth and dedicate it as a highway (approximate length of 768 meters). If the Church Side Lane can be closed, it may be necessary to offer a foot-bridge to preserve communication between parts of Littleworth hamlet at Ch 5m 15ch (337yds). This is the preferred option.

A level crossing with AHB and warnings would be less visually obtrusive than an over-bridge. The nearest house would be 70 metres from the proposed Level Crossing, reducing possible objections on the grounds of visual and noise pollution.

A road over-bridge at this location will be difficult to construct. A derogation would be needed to provide an approach gradient of 1 in 10. The bridge would have to be built in the field north of Church Side Lane, opposite Littleworth House. It is likely to be visually intrusive.

Consideration should be given to the construction of noise barriers or earth bunds in the vicinity of Littleworth hamlet.

An accommodation crossing will be required north of Littleworth Farm.

3.6.4 Conclusion

Option C is easier to achieve than Options A or B. The route is not prone to flooding, nor does it encroach on Goxhill Hall. The proximity to any housing is estimated to be at least 50 metres.

3.6.5 Recommendation

This option should be taken forward as the preferred option for Stage 2.

3.7 OPTION D

3.7.1 Description

This option, Corus drawing B50138-001Y/008 (see Appendixes for drawings) seeks to use the dismantled railway in its entirety from Goxhill to Killingholme. Trains would use a new circular loop north of Goxhill village to reverse.

The radius of the circular loop would be approximately 400 metres, with a line speed of 25 mph.

The ground level is falling slightly down towards Humber River, but the lowest point will be approximately at 2.2m AOD at OSGR TA09432320. Proposed track will be built on an embankment, just south of the existing 10 metre wide drainage ditch, so the flood danger to the railway foundations will be minimal.

A perceived advantage of this option is that a further connection could be constructed off the circular loop to serve new development on the south bank of the Humber estuary.

3.7.2 Major constraints

There are no major constraints.

3.7.3 Other issues

There are five ditches which need to be culverted at the following chainage: 0m 34ch (754yds), 0m 46ch (1014yds), 0m 56ch (1246yds) , 0m 64ch (1410yds) and 1m 9ch (203yds) . Another one of the ditches at 0m 74ch (1629yds) and OSGR TA099227 will have to be moved closer to the railway, to facilitate draining and land farming issues. No land ownership details have been acquired.

There is only one footpath affected (Goxhill Footpath 49) at OSGR TA096220. This is also an occupation road. The initial proposal is to provide a level crossing with user-worked gates and wicket gates. If this is not an acceptable solution, due to safety considerations, a twin span road bridge can be provided. This would span from the corner of Goxhill Footpath 53, across the loop and then across the existing Goxhill to Barton-on -Humber railway.

As the neighbouring farms will be split in several sections by the new railway loop, appropriate farm access will have to be provided. Two accommodation crossings on the south-east side are needed,

coinciding with the main farm access points at present. One existing accommodation crossing just north of Leys Farm should be moved 40 metres south and altered accordingly, to provide access to the encircled part of the field.

The Admiralty Sidings to Goxhill Junction section of dismantled railway will need to be re-instated in full. This will need level crossings to be provided over Chapelfield Road, Thorn Lane and Church Side Lane, as previously described.

3.7.4 Conclusion

This option incurs all the expense of re-instating the complete length of the Goxhill Junction to Admiralty Sidings section, plus the new circular loop. It will have longer running times than the other options, adding to the costs of rail haulage.

The identified advantage of opening access to future developments on the Humber estuary could be achieved by a standard junction arrangement when required.

3.7.5 Recommendation

This option should be discarded and simpler solutions such as Option C pursued.

4 Environmental Issues

4.1 Introduction

This Environmental Desk Study identifies environmental constraints associated with the proposed track alignments for Options A to D and the existing Killingholme/ HIT sections of the GRIP Stage 2, designs for Public consultation and has been prepared in accordance with the relevant Network Rail Environmental Company Standard (NR/SP/ENV/007).

The Environmental Aspects, Impacts and Action Plans Summary (Table 1) identifies the key environmental features associated with the scheme. Presentation of the summary allows for easy reference of a large number of constraints for each of the options. This table allows comparisons to be drawn between the two proposed options in combination with the existing track arrangements, in terms of environmental impacts/constraints. Further Details relating to the environmental risks associated with the constraints are available within the Environmental Screening Checklist (Appendix C) which includes an environmental Risk Rating (RR) calculated for each potential environmental impact. Environmental impacts that have been scored ≥20 have been taken forward into the Environmental Action Plan.

The Environmental Action Plans (Table 1) take consideration of issues or unknown items to take forward at this stage and outlines the appropriate steps to be taken at this stage of project development. This table can be used in conjunction with the consents register (Appendix F) to identify the appropriate consents that will be needed and sets out the process and timescales required to obtain them.

The Environmental Features Maps (Appendix G – EFMs) illustrate the location of the key environmental features/designations and their proximity to the proposed track layouts that have been outlined at GRIP Stage 2.

4.2 Environmental Aspects, Impacts and Action plan Summary

See Table 1 overleaf

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Table 1: Environmental Aspects, Impacts and Action Plan Summary

Environmental Aspect / Track section		Option A	Option B	Option C	Option D	Killingholme/HIT	Environmental Aspect Summary	Actions Required
Planning and Consents	EIA	**EIA will be mandatory under the Town and Country Planning (EIA) Regulations, 1999 (Annex 1)**					Planning Permission and Requirement for EIA	The proposed track layouts are likely to be partially undertaken under Permitted Development Rights, however both the Options A-D will fall outside of these rights, therefore Planning Permission will be required. Network Rail's Senior Town Planner should be contacted regarding the proposed works track layouts. It is possible that a Transport and Works Act (TWA) Order (1992) will be required for the proposed scheme. Consideration should be given to obtaining a Screening decision from the Secretary of State with regards to the proposed track layout. In accordance with Directive No. 97/11/EC the proposed track layout scheme will require a mandatory EIA as the project will fulfil parameters dictating the need for an EIA as detailed in Annex 1 of the Regulations as part of the planning process. (Refer to Consents Register, Appendix F, for details)
Ecology	Statutory Sites	none in vicinity	none in vicinity	none in vicinity	none in vicinity	North Killingholme haven Pits SSSI, Humber Estuary SSSI, Humber Estuary Ramsar, Humber Estuary SAC and Humber Estuary SPA	North Killingholme haven Pits SSSI, Humber Estuary SSSI, Humber Estuary Ramsar, Humber Estuary SAC and Humber Estuary SPA all lie within direct proximity to the existing track layout at North Killingholme haven. In addition, the section of disused railway line between the end of the operational railway and Manor House farm, East Halton, has been identified as being a Site of Importance for Nature Conservation (SINC).	Liaison with Natural England and the Environment Agency should be undertaken at the earliest opportunity to identify the requirement for Appropriate Assessment and also those operations likely to be damaging to any sensitive statutory sites in the area (and any identified protected species) and the likely mitigation measures that will need to be incorporated. (Refer to Consents Register, Appendix F, for details)
	Non-Statutory Sites	The section of disused railway line between the end of the operational railway and Manor House farm, East Halton, has been identified as being a Site of Importance for Nature Conservation (SINC)	The section of disused railway line between the end of the operational railway and Manor House farm, East Halton, has been identified as being a Site of Importance for Nature Conservation (SINC)	The section of disused railway line between the end of the operational railway and Manor House farm, East Halton, has been identified as being a Site of Importance for Nature Conservation (SINC)	The section of disused railway line between the end of the operational railway and Manor House farm, East Halton, has been identified as being a Site of Importance for Nature Conservation (SINC). Also, there is a SINC to the north of Goxhill that may be impacted upon by the proposed track layout option.	The section of disused railway line between the end of the operational railway and Manor House farm, East Halton, has been identified as being a Site of Importance for Nature Conservation (SINC)		
	Protected Species	Water Voles (a protected species) were observed in East Halton Beck and in drainage ditches within South End, during an Environmental Walkover survey in September 2008 (see EFM Appendix G for details). No details of other protected species have been identified at this time, however, breeding birds will likely be affected by the extensive vegetation clearance that will be required for the proposed track layout.To be further investigated at the next GRIP Stage	Water Voles (a protected species) were observed in East Halton Beck and in drainage ditches within South End, during an Environmental Walkover survey in September 2008 (see EFM Appendix G for details). No details of other protected species have been identified at this time, however, breeding birds will likely be affected by the extensive vegetation clearance that will be required for the proposed track layout.To be further investigated at the next GRIP Stage	Water Voles (a protected species) were observed in East Halton Beck and in drainage ditches within South End, during an Environmental Walkover survey in September 2008 (see EFM Appendix G for details). No details of other protected species have been identified at this time, however, breeding birds will likely be affected by the extensive vegetation clearance that will be required for the proposed track layout.To be further investigated at the next GRIP Stage	Water Voles (a protected species) were observed in East Halton Beck and in drainage ditches within South End, during an Environmental Walkover survey in September 2008 (see EFM Appendix G for details). No details of other protected species have been identified at this time, however, breeding birds will likely be affected by the extensive vegetation clearance that will be required for the proposed track layout.To be further investigated at the next GRIP Stage	No details of protected species have been identified at this time, however, breeding birds will likely be affected by any vegetation clearance that will be required for the proposed track layout.To be further investigated at the next GRIP Stage		
Human Impacts	Residential	Housing and Farmsteads surrounding South End will be affected from noise, vibration and by community severance through both construction and operation. In addition the loss of dwellings and the track layout option will have significant negative impact upon the village setting itself.	Housing and Farmland surrounding South End will be affected from noise, vibration and by community severance through both construction and operation	Housing and Farmland surrounding South End will be affected from noise, vibration and by community severance through both construction and operation. In addition the loss of dwellings and the track layout option will have significant negative impact upon the village setting itself.	The proposed route may impact upon residential properties that lie along the northwest boundary of Goxhill. In addition, properties that lie alongside the existing disused track bed will be impacted upon by the noise generated through both construction and use of the proposed track layout options.	Housing and Farmsteads surrounding East Halton are likely to be affected from noise, vibration and by community severance through both construction and operation	Impact of the scheme on residential and non residential properties in the local areas, PRoWs and local amenities (including the direct impact from noise and the visual impact of the scheme).	Consideration should be given to avoiding the most sensitive receptors at all stages of the design process. Appropriate Liaison with North Lincolnshire Council (and Local Wildlife Trusts) should be undertaken at the earliest opportunity with regard to noise issues, the visual impact of the scheme and the impact upon the local amenities (for example PRoW closure/diversion and possible closure of the SINCs). (Refer to Consents Register, Appendix F, for details)
	Business/ Agriculture (Land Use)	Farmsteads surrounding the intended track layout likely to be affected from land severance/isolation through both construction and operation	Farmsteads surrounding the intended track layout will be affected from land severance/isolation through both construction and operation	Farmsteads surrounding the intended track layout will be affected from land severance/isolation through both construction and operation	Farmsteads surrounding the intended track layout will be affected from land severance/isolation through both construction and operation	Unlikely to be any significant increase in negative effects due to currently operational railway.	Extensive Land take will be required for options A-D. The land take will result in severance of multiple agricultural holdings.	It is recommended that determination of any required landtake, including land required for the numerous accomodation access tracks, is undertaken at the earliest opportunity together with identifying the impact upon the viability of the affected agricultural holdings.
Water	Risk of Flooding	Path of East Halton Beck indicates a flood plain extending between South End and junction with railway at East Halton. The existing trackbed crosses the flood plain.	Path of East Halton Beck indicates a flood plain extending between South End and junction with railway at East Halton. The Proposed Track layout and the existing trackbed cross the flood plain.	Path of East Halton Beck indicates a flood plain extending between South End and junction with railway at East Halton. The Proposed Track layout and the existing trackbed cross the flood plain.	Environment Agency Website indicates a Flood risk for the area to the north west of Goxhill along with the path of East Halton Beck indicating a flood plain extending between South End and junction with railway at East Halton. The existing trackbed crosses the flood plain.	Environment Agency Website indicates a Flood risk for up to 1km inland from the estuary shoreline	Impact of the scheme on the flood plain of East Halton Beck and the underlying Major Aquifer	Consideration should be given to consulting with the Environment Agency with regard to the impact of the proposed development on the surrounding water resources and the implications that Planning Policy Statement 25 (PPS25), Development in a Flood Zone will have on the scheme.
	Source Protection Zones (SPZ)	Site falls within the total catchment of an SPZ	Site falls within the total catchment of an SPZ	Site falls within the total catchment of an SPZ	none	none		
	Aquifers	Site Crosses a Major aquifer (highly permeable)	Site Crosses a Major aquifer (highly permeable)	Site Crosses a Major aquifer (highly permeable)	Site Crosses a Major aquifer (highly permeable)	Site Crosses a Major aquifer (highly permeable)		
Cultural Heritage	Scheduled Ancient Monuments (SAM)	The proposed Track layout crosses directly through a SAM (Goxhill Hall) in South End.	Proposed Track layout passes betwenn two SAMs (Goxhill Hall to the north west and Thornton Abbey to the south east) near Thornton Abbey Station.	Proposed Track layout passes betwenn two SAMs (Goxhill Hall to the north west and Thornton Abbey to the south east) near Thornton Abbey Station.	There are no Scheduled Ancient Monuments in the vicinity of this route option	The nearest SAM is approximately 200m to the south of the Track bed in East Halton.	Scheduled Ancient Monuments (Manor Farm, Goxhill Hall and Thornton Abbey) lie directly on or next to the proposed track layouts and the disused track near East Halton, Options A-D.	It is recommended that liaison with the Secretary of State via North Lincolnshire Council is undertaken at the earliest opportunity to determine the restrictions the SAMs (Goxhill Hall, Manor Farm and Thornton Abbey) will impart upon the scheme. (Refer to Consents Register, Appendix F, for details)
	Conservation Areas	none	none	none	none	none	-	-
	Listed Buildings	Goxhill Hall contains both Grade I and Grade II listed buildings	Unknown at this stage. To be further investigated at the next GRIP Stage	Unknown at this stage. To be further investigated at the next GRIP Stage	Unknown at this stage. To be further investigated at the next GRIP Stage	Unknown at this stage. To be further investigated at the next GRIP Stage	Listed Buildings - Goxhill Hall which lies in the path of the proposed track layout (Option A) contains both a Grade I and a Grade II listed building.	It is recommended that liaison with North Lincolnshire Council is undertaken at the earliest opportunity to determine the impacts that the scheme will have on any Listed Buidings that are identified (including Goxhill Hall). (Refer to Consents Register, Appendix F, for details)
Amenity	PROW	The proposed track layout crosses an existing PRoW (footpath) in South End.	Proposed Track layout passes through two PRoWs (footpaths) that connect South End to East Halton and Thornton Abbey respectively.	Proposed Track layout passes through two PRoWs (footpaths) that connect South End to East Halton and Thornton Abbey respectively.	The proposed route crosses multiple PRoW footpaths to the north west of Goxhill	PRoW (footpath) at Marsh Farm and PRoW (footpath) connecting Willows Farm (East Halton) and the Humber Estuary coastal path likely to be affected by the proposed track layouts.	To be further investigated at the next GRIP Stage	To be further investigated at the next GRIP Stage
	Other Amenity facilities	Unknown at this stage. To be further investigated at the next GRIP Stage	Unknown at this stage. To be further investigated at the next GRIP Stage	Unknown at this stage. To be further investigated at the next GRIP Stage	Unknown at this stage. To be further investigated at the next GRIP Stage	Unknown at this stage. To be further investigated at the next GRIP Stage	To be further investigated at the next GRIP Stage	To be further investigated at the next GRIP Stage
	National Trails	none	none	none	none	none	-	-
Contamination and Waste		Unknown at this stage. To be further investigated at the next GRIP Stage	Unknown at this stage. To be further investigated at the next GRIP Stage	Unknown at this stage. To be further investigated at the next GRIP Stage	Unknown at this stage. To be further investigated at the next GRIP Stage	Network Rail's Hazard Directory and the Environment Agency's Website both highlight multiple Landfill sites (and associated gases/leachates) at Marsh Lane and Clough Lane, Killingholme.	Several Landfill sites have been identified in proximity to both Marsh Lane and Clough lane, in addition all sections of the proposed track layout lie over a Major Aquifer of High vulnerability.	Consideration will be needed in preparation of design and construction methods with particular regard to any sensitive environs (e.g. SAC, SSSI etc.). Disturbances should be avoided to prevent creating potential pollution pathways. Liaison with Network Rail Mining Engineer should be undertaken with regard to the potential disturbance of existing landfill sites in proximity to the scheme.

KEY

Likely Impact
Possible impact
Unlikely impact

5 Track and Structural Issues

As discussed in general terms above, there are a number of features associated with Track that need to be considered outside the areas described above.

In summary these are:

5.1 Ulceby to Barton-on-Humber Railway

The existing railway will need to be assessed to confirm that the existing track condition is fit for the proposed traffic. This will also apply to the underline structures on the route.

The option to consider remodelling Ulceby Junction and providing two independent bi-directional lines between Ulceby Junction and the point of divergence onto a new chord line needs to be assessed. This would place all heavy traffic on one track.

The track category is likely to be higher than currently existing with the introduction of significant flows of freight traffic. The cost of upgrading the Ulceby to Barrow-on-Humber alignment is currently unquantified. However, it would be a cost that is likely to be similar for options B and C, with a potentially higher cost to achieve the longer alignment to Option A and the reversing loop described in Option D.

Site visits in the vicinity of Thornton Abbey station and in the junction areas for Options A, B, C and D show that the existing track form is variously jointed bullhead rail on concrete sleepers, jointed bullhead rail on timber and obsolete jointed flatbottom rail on a mixture of baseplated timber and concrete sleepers, each with Mills clips.

A more detailed overview of the track form for the alignment can be obtained from GEOGIS records.

5.2 Existing Admiralty Sidings to Immingham Railway

Similarly, no work has been carried out to ascertain the detailed condition of the track north of HIT for the proposed higher speeds.

In general terms the existing alignment between Marsh Lane Level Crossing and Admiralty sidings is constructed of CWR on either direct fastening or Pan 9 baseplated concrete sleepers. There are also sections of jointed flatbottom track and some lengths of timber sleepers. Generally there are adjustment switches at the interface between jointed and CWR track forms.

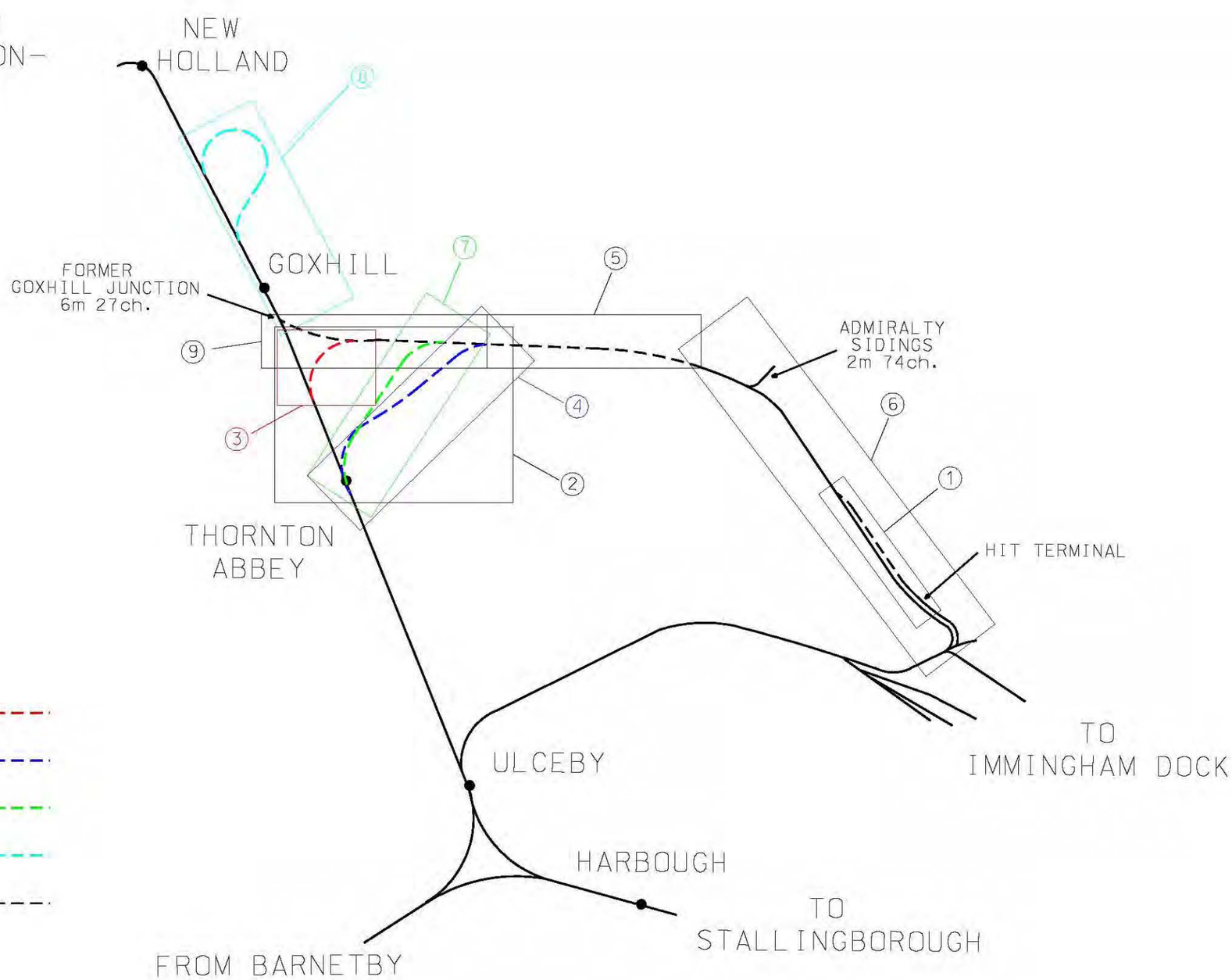
The section between Haven Road and the existing bufferstop north of Admiralty sidings is on steel sleepers. The area around Admiralty sidings includes obsolete flatbottom inclined S&C material operated by a local ground frame. This will either need to be upgraded for the proposed running, or plain lined if the connection is no longer required.

Surface ballast condition appeared good. Trial holes would be required to confirm ballast depth and condition beneath the existing sleepers. There was no evidence of problems associated with wet beds. The northern section of the alignment between Haven Road level crossing and the bufferstop has been encroached upon by ground cover.

Any requirement for sections of double track will require vegetation clearance to take place for the second track. This will also need to be considered for the procurement of any topographical surveys required to establish the original twin track formation and/ or existing boundaries of Network Rails land

The alignment between Marsh Lane and Ulceby via Immingham has not been reviewed to ascertain the existing trackform. As discussed above, GEOGIS can be consulted for a more detailed breakdown, as required.

Appendix A: Track Drawing Index



1 —— B50138-000H-001
2 —— B50138-001Y-002
3 —— B50138-001Y-003 & B50138-000H-010
4 —— B50138-001Y-004 & B50138-000H-011
5 —— B50138-001Y-005
6 —— B50138-001Y-006
7 —— B50138-001Y-007 & B50138-000H-012
8 —— B50138-001Y-008 & B50138-000H-013
9 —— B50138-001Y-009

PROPOSED OPTION A
PROPOSED OPTION B
PROPOSED OPTION C
PROPOSED OPTION D
PROPOSED REINSTATEMENT OF KILLINGHOLME BRANCH AS REQUIRED

DO NOT SCALE

KILLINGHOLME HIT – GOXHILL

PROPOSED CHORD

DRAWING INDEX

Status: **DRAFT UNCHECKED**

Designed: J. PARK

Checked:

Approved:

Date:

CAD Ref. K:\B50138\TRACK DRAWINGS

Drawing Number: B50138-000H-014

Revision: 0

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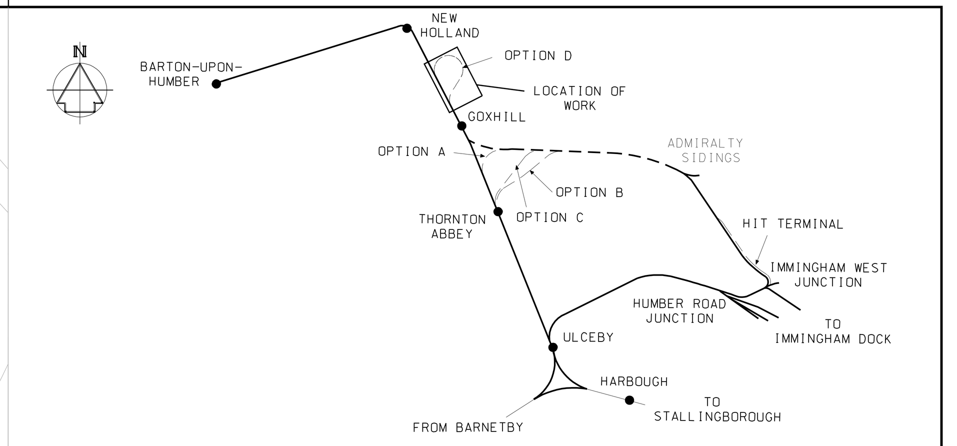
Appendix B: Track Plans



LOCATION DIAGRAM (N.T.S)

NOTES

1. THE ORIGINAL MASTER COPY OF THIS DRAWING IS KEPT AT CORUS RAILWAY INFRASTRUCTURE SERVICES (CRIS) YORK OFFICE FOR AUDIT PURPOSES.

2. ASSOCIATED DRAWINGS :-

   B50138-001Y-008 GENERAL ARRANGEMENT DRAWING

3. ALL DIMENSIONS ARE IN METRES UNLESS STATED OTHERWISE.

4. THIS DESIGN IS BASED UPON INTERMAPS 'NEXTmap BRITAIN' DIGITAL TERAIN MAPPING LEVEL DATA. ACCURACY +/-1.5m

5. CHAINAGE DATUM IS BASED ON THE TOES OF THE PROPOSED NORTHERN TURNOUT FROM THE BAR LINES.
   DATUM = 0m AT THE TOES

6. EXISTING GROUND LEVELS CROSSEDS BY RAILWAY SHOWN THUS:
   PROPOSED ALIGNMENT LOW RAIL LEVELS SHOWN THUS:

   HORIZONTAL TANGENT POINTS SHOWN SHOWN THUS
   VERTICAL TANGENT POINTS SHOWN THUS

Letter	Date	Descriptions of revision	Des.	Chkd.	Appr.

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Status
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Designed	Checked
J. PARK	
Approved	Date

KILLINGHOLME / GOXHILL
PROPOSED LOOP

OPTION D

LONGITUDINAL SECTION

Scales 1:2500 H 1:100 V — CAD JP

CAD Ref. K:\B50138\TRACK DRAWINGS

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Drawing Number B50138-000H-013 — Revision 0

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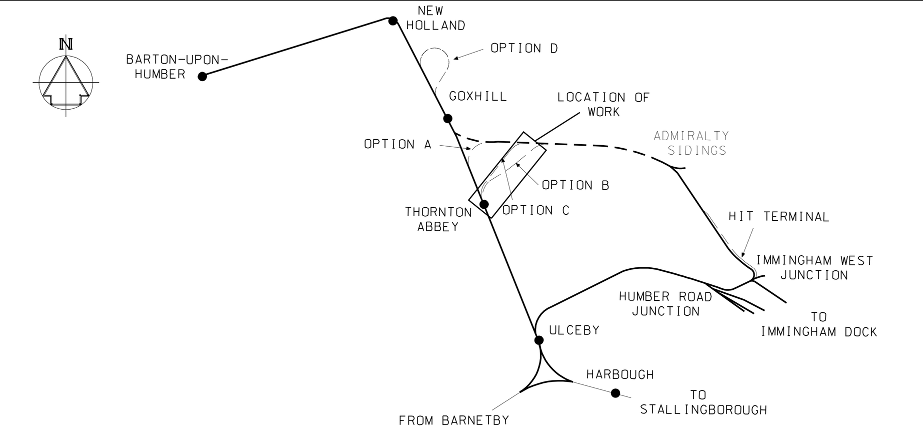

LOCATION DIAGRAM (N.T.S)

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2. ASSOCIATED DRAWINGS :-

   B50138-001Y-007 GENERAL ARRANGEMENT DRAWING

3. ALL DIMENSIONS ARE IN METRES UNLESS STATED OTHERWISE.

4. THIS DESIGN IS BASED UPON AN AERIAL SURVEY UNDERTAKEN ON 26TH MARCH 2008 BY BLOM AEROFILMS LTD USING THE TOPEYE MKII LIDAR SYSTEM ACCURACY +/- 35mm ON HARD SURFACES. THE AERIAL SURVEY DATA HAS BEEN SUPLEMENTED BY INTERMAP'S 'NEXTmap BRITAIN' DIGITAL TERAIN MAPPING LEVEL DATA BETWEEN CHAINAGES 1015m AND 2275m WHERE AERIAL SURVEY WAS NOT UNDERTAKEN. THIS HAS A REDUCED ACCURACY OF +/-1.5m

5. CHAINAGE IS BASED ON METERAGE DOWN THE KILLINGHOLME BRANCH LINE (KIL2) AND ALONG THE PROPOSED CHORD.
   CHAINAGE DATUM IS 402.336m AT 1/4 MP OF KIL2

6. EXISTING GROUND LEVELS CROSSEDS BY RAILWAY SHOWN THUS:
   PROPOSED ALIGNMENT LOW RAIL LEVELS SHOWN THUS:

   HORIZONTAL TANGENT POINTS SHOWN SHOWN THUS
   VERTICAL TANGENT POINTS SHOWN THUS

7. SURVEY STATION CO-ORDINATES ARE BASED ON ORDNANCE SURVEY MAPPING GRID

STN	X	Y	Z
HULL1	511449.985	420529.269	4.675
HULL2	510904.487	418840.591	11.166
HULL3	514043.916	420482.193	8.942

THE SURVEY GRID IS BASED ON THE OS GRID WITH SCALE FACTOR OF 1 APPLIED.
THE HEIGHTS ARE BASED ON ORDNANCE NEWLYN DATUM.

ALL SURVEY STATIONS CAN BE USED AS A TBM "BENCHMARK"

ORDNANCE SURVEY MAPPING SHOWN BEYOND AERIAL SURVEY EXTENT

Letter	Date	Descriptions of revision	Des.	Chkd.	Appr.

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Status
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Designed	Checked
J. PARK	
Approved	Date

KILLINGHOLME / GOXHILL
PROPOSED CHORD
OPTION C
LONGITUDINAL SECTION

Scales 1:2500 H 1:100 V — CAD JP

CAD Ref. K:\B50138\TRACK DRAWINGS

DO NOT SCALE

Drawing Number B50138-000H-012 — Revision 0

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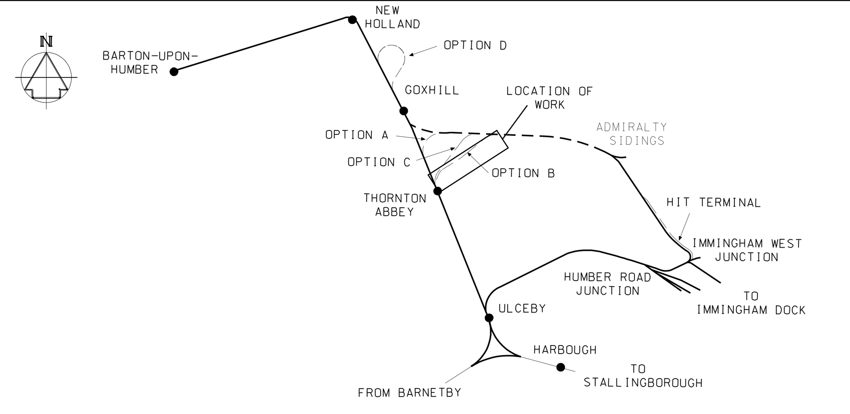

LOCATION DIAGRAM (N.T.S)

NOTES

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2. ASSOCIATED DRAWINGS :-

   B50138-000H-001.dgn PERMANENT WAY GENERAL ARRANGEMENT DRAWING
   B50138-000H-007.dgn PERMANENT WAY GENERAL ARRANGEMENT DRAWING

3. ALL DIMENSIONS ARE IN METRES UNLESS STATED OTHERWISE.

4. THIS DESIGN IS BASED UPON AN AERIAL SURVEY UNDERTAKEN ON 26TH MARCH 2008 BY BLOM AEROFILMS LTD USING THE TOPEYE MKII LIDAR SYSTEM ACCURACY +/- 35mm ON HARD SURFACES .

5. CHAINAGE IS BASED ON METERAGE DOWN THE KILLINGHOLME BRANCH LINE (KIL2) AND ALONG THE PROPOSED CHORD.
   CHAINAGE DATUM IS 402.336m AT 1/4 MP OF KIL2

6. EXISTING GROUND LEVELS CROSSEDS BY RAILWAY SHOWN THUS:
   PROPOSED ALIGNMENT LOW RAIL LEVELS SHOWN THUS:

   HORIZONTAL TANGENT POINTS SHOWN SHOWN THUS
   VERTICAL TANGENT POINTS SHOWN THUS

7. SURVEY STATION CO-ORDINATES ARE BASED ON ORDNANCE SURVEY MAPPING GRID

STN	X	Y	Z
HULL1	511449.985	420529.269	4.675
HULL2	510904.487	418840.591	11.166
HULL3	514043.916	420482.193	8.942

THE SURVEY GRID IS BASED ON THE OS GRID WITH SCALE FACTOR OF 1 APPLIED.
THE HEIGHTS ARE BASED ON ORDNANCE NEWLYN DATUM.

ALL SURVEY STATIONS CAN BE USED AS A TBM "BENCHMARK"

ORDNANCE SURVEY MAPPING SHOWN BEYOND AERIAL SURVEY EXTENT

DO NOT SCALE

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Status
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Designed	Checked
J. PARK	
Approved	Date

KILLINGHOLME / GOXHILL
PROPOSED CHORD
OPTION B
LONGITUDINAL SECTION

Scales 1:2500 H 1:100 V — CAD JP
CAD Ref. K:\B50138\TRACK DRAWINGS
Drawing Number B50138-000H-011 — Revision 0

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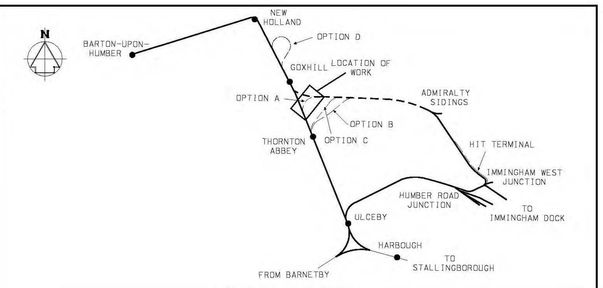

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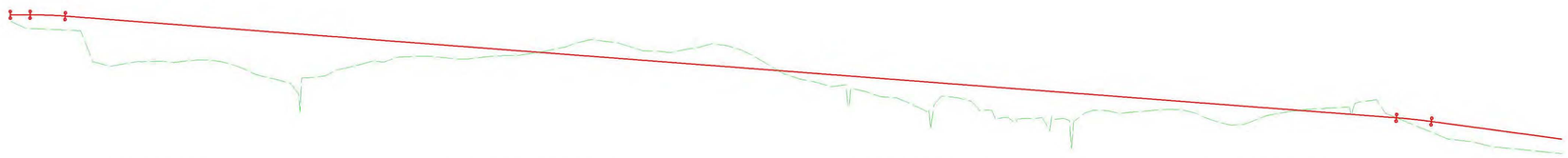
   B50138-001Y-003 GENERAL ARRANGEMENT DRAWING
3. ALL DIMENSIONS ARE IN METRES UNLESS STATED OTHERWISE.
4. THIS DESIGN IS BASED UPON AN AERIAL SURVEY UNDERTAKEN ON 26TH MARCH 2008 BY BLOM AEROFILMS LTD USING THE TOPEYE MKII LIDAR SYSTEM ACCURACY +/- 35mm ON HARD SURFACES .
5. CHAINAGE IS BASED ON METERAGE DOWN THE KILLINGHOLME BRANCH LINE (KIL2) AND ALONG THE PROPOSED CHORD.
   CHAINAGE DATUM IS 402.336m AT 1/4 MP OF KIL2
6. EXISTING GROUND LEVELS CROSSEDS BY RAILWAY SHOWN THUS:
   PROPOSED ALIGNMENT LOW RAIL LEVELS SHOWN THUS:
   HORIZONTAL TANGENT POINTS SHOWN SHOWN THUS
   VERTICAL TANGENT POINTS SHOWN THUS
7. SURVEY STATION CO-ORDINATES ARE BASED ON ORDNANCE SURVEY MAPPING GRID

STN	X	Y	Z
HULL1	511449.985	420529.269	4.675
HULL2	510904.487	418840.591	11.166
HULL3	514043.916	420482.193	8.942

THE SURVEY GRID IS BASED ON THE OS GRID WITH SCALE FACTOR OF 1 APPLIED.
THE HEIGHTS ARE BASED ON ORDNANCE NEWLYN DATUM.

ALL SURVEY STATIONS CAN BE USED AS A TBM "BENCHMARK"

ORDNANCE SURVEY MAPPING SHOWN BEYOND AERIAL SURVEY EXTENT



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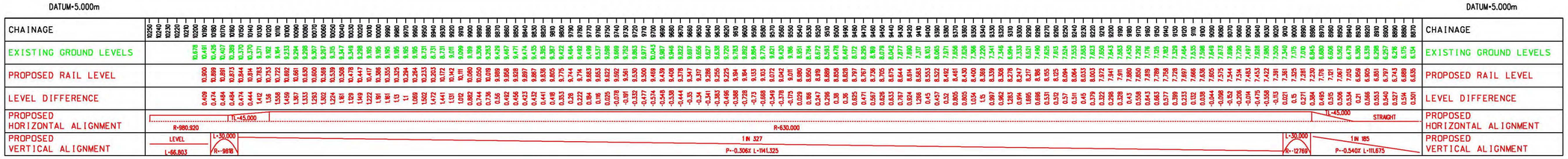

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Status
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Designed: J. PARK
Checked:
Approved:
Date:

KILLINGHOLME / GOXHILL
PROPOSED CHORD

OPTION A

LONGITUDINAL SECTION

Scales 1:2500 H 1:100 V
CAD JP
CAD Ref. K:\B50138\TRACK DRAWINGS
Drawing Number B50138-000H-010
Revision 0

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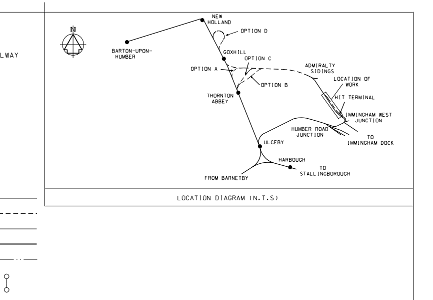

NOTES

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2. ASSOCIATED DRAWINGS :-
B50138-001H-006 GENERAL ARRANGEMENT DRAWING

3. ALL DIMENSIONS ARE SHOWN IN MILLIMETRES UNLESS OTHERWISE STATED.
ALL CLEARANCES AND SIXFOOTS ARE QUOTED TO RUNNING EDGES (RE).

4. THIS DESIGN IS BASED UPON DIGITAL ORDANANCY SURVEY TILES

5. CHAINAGE IDS BASED ON METERAGE ALONG THE KILLINGHOLME BRANCH (KIL2)
CHAINAGE DATUM IS 1/4 MILE POST ON KILLINGHOLME BRANCH LINE
DATUM OF 402.336m AT THE 1/4mp.

6. PROPOSED SYMBOLOGY
EXISTING TRACK UNAFFECTED SHOWN THUS
EXISTING TRACK AFFECTED SHOWN THUS
EXISTING TRACK TO BE SLUED SHOWN THUS
NEW WORK SHOWN THUS
PROPOSED BACK EDGE OF CESS WALKWAY SHOWN THUS
PROPOSED CHANGE OF RADII / TANGENT POINT SHOWN THUS
DIRECTION OF CURVATURE SHOWN THUS
FOULING POINT (1970mm BETWEEN RUNNING EDGES) SHOWN THUS FP
CLEARANCE POINT (FP + 4.876m) SHOWN THUS CP

7. DESIGN ABBREVIATIONS USED :-

Cg	CANT GRADIENT
CH	CHAINAGE
D	CANT DEFICIENCY
E	APPLIED CANT
CWR	CONTINUOUS WELDED RAIL
Rad	RADIUS
Re	RATE OF CHANGE OF CANT
Rd	RATE OF CHANGE OF DEFICIENCY
Vm	DESIGN SPEED

8. TRACK GAUGE TO BE 1435mm FOR CEN56E1 PLAIN LINE AND 1432mm FOR CEN56E1 S&C.

9. CENTRE LINE RADII HAVE BEEN QUOTED IN ALL CASES.

10. PLAIN LINE MATERIALS SHALL BE CEN56E1 RAIL ON CONCRETE SLEEPERS
UNLESS NOTED OTHERWISE.
ALL S&C WILL BE CEN56E1 ON TIMBER BEARERS.

11. ALL RAILS UNDER 500m IN RADIUS TO BE PRE-CURVED.

12. MX MODEL LOCATION: K/B50138/TRACK DESIGN

Letter	Date	Descriptions of revision	Des.	Chkd.	Appr.

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Status
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Designed J.PARK | Checked
Approved | Date

KILLINGHOLME HIT – GOXHILL
KLLINGHOLME LOOP
KIL2
PERMANENT WAY
GENERAL ARRANGEMENT DRAWING

Scales 1:500 | CAD JP
CAD Ref. K:\B50138\TRACK DRAWINGS

DO NOT SCALE

Drawing Number B50138-000H-001 | Revision 0

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NOTES

1. KILLINGHOLME AND GOXHILL
2. ORDNANCE SURVEY GRID REFERENCE TA1221 – TA1620
3. WHOLE AREA IS UNDERLAIN BY A MAJOR AQUIFER OF HIGH PERMEABILITY

KEY:

- AREAS AT RISK OF FLOODING WITHOUT FLOOD DEFENCES
- SCHEDULED ANCIENT MONUMENT (SAM)
- FORMER LEVEL CROSSING – DISUSED
- FORMER LEVEL CROSSING – IN USE

Rev.	Date	Descriptions of Revision	Des.	Chkd.	Appr.

Client

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Status: **WORKING DRAWING**

Designed: VR	Checked: HP
Approved: JA	Date: 01/10/2008

KILLINGHOLME AND GOXHILL

GENERAL ARRANGEMENT
OPTION D, REOPENED RAILWAY

Scales: 1:1250 — CAD: VR

CAD Ref. K:\B50138\Transport Planning drawings

Drawing Number: B50138-001Y/009 — Revision: A

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NOTES

1. KILLINGHOLME AND GOXHILL
2. ORDNANCE SURVEY GRID REFERENCE TA0923 – TA1021
3. WHOLE AREA IS UNDERLAIN BY A MAJOR AQUIFER OF HIGH PERMEABILITY
4. EMBANKMENT AND CUTTING WIDTHS ARE INDICATIVE ONLY AND SUBJECT TO GEO–TECHNICAL INVESTIGATION

KEY:

- FREEHOLD LAND HM LAND REGISTRY TITLE NO: 289912 OWNER: WILKINS
- AREAS AT RISK OF FLOODING WITHOUT FLOOD DEFENCES
- FORMER LEVEL CROSSING – DISUSED NOW
- FORMER LEVEL CROSSING – VISIBLY IN USE
- f.a. FARM ACCESS AT THIS POINT
- EXTENT OF THE PROPOSED LANDTAKE

Rev.	Date	Descriptions of Revision	Des.	Chkd.	Appr.

Client

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Status **WORKING DRAWING**

Designed VR	Checked HP
Approved JA	Date 29/09/2008

KILLINGHOLME AND GOXHILL

GENERAL ARRANGEMENT
OPTION D, NEW LOOP

Scales 1:1250	CAD VR
CAD Ref. K:\B50138\Transport Planning drawings	
Drawing Number B50138-001Y/008	Revision A

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NOTES

1. KILLINGHOLME AND GOXHILL
2. ORDNANCE SURVEY GRID REFERENCE TA1119 – TA1221
3. WHOLE AREA IS UNDERLAIN BY A MAJOR AQUIFER OF HIGH PERMEABILITY
4. EMBANKMENT AND CUTTING WIDTHS ARE INDICATIVE ONLY AND SUBJECT TO GEO–TECHNICAL INVESTIGATION

KEY:

- FREEHOLD LAND HM LAND REGISTRY TITLE NO: 206579 OWNER: ENGLAND
- FREEHOLD LAND HM LAND REGISTRY TITLE NO: 223090
- FREEHOLD LAND HM LAND REGISTRY TITLE NO: 285374
- FREEHOLD LAND HM LAND REGISTRY TITLE NO: 288814 OWNER: ROBINSON
- FREEHOLD LAND HM LAND REGISTRY TITLE NO: 288815 OWNER: ROBINSON
- FREEHOLD LAND HM LAND REGISTRY TITLE NO: 317759 OWNER: FAULDING
- FREEHOLD LAND HM LAND REGISTRY TITLE NO: 342229 OWNER: TURNER
- FREEHOLD LAND HM LAND REGISTRY TITLE NO: 346522
- AREAS AT RISK OF FLOODING WITHOUT FLOOD DEFENCES
- SCHEDULED ANCIENT MONUMENT (SAM)
- FORMER LEVEL CROSSING – DISUSED NOW
- FORMER LEVEL CROSSING – VISIBLY IN USE
- f.a. FARM ACCESS AT THIS POINT
- EXTENT OF THE PROPOSED LANDTAKE

Rev.	Date	Descriptions of Revision	Des.	Chkd.	Appr.

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Status **WORKING DRAWING**

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Approved JA	Date 29/09/2008

KILLINGHOLME AND GOXHILL

GENERAL ARRANGEMENT
OPTION C

Scales 1:1250 | CAD VR

CAD Ref. K:\B50138\Transport Planning drawings

Drawing Number B50138-001Y/007 | Revision A

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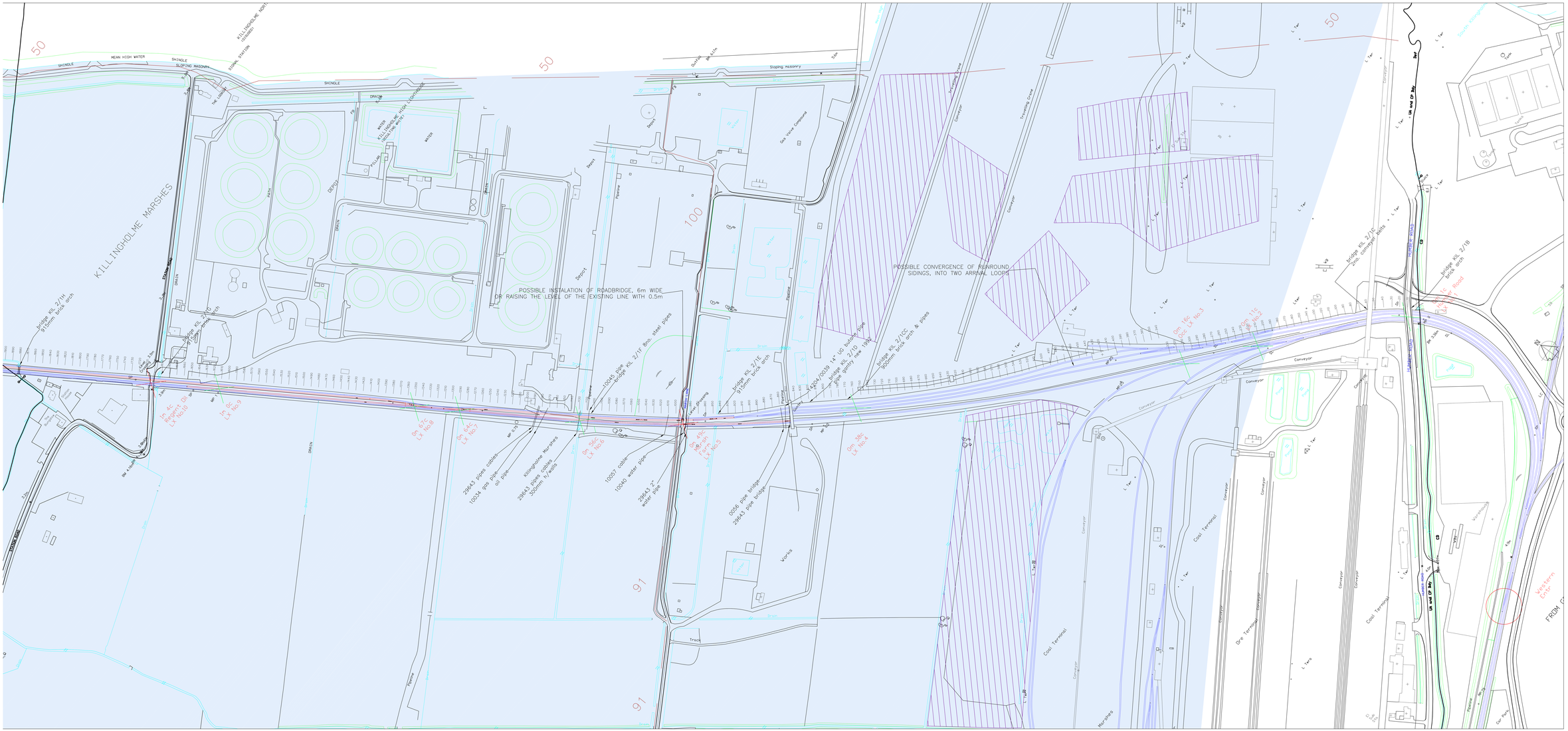

NOTES

1. KILLINGHOLME AND GOXHILL
2. ORDNANCE SURVEY GRID REFERENCE TA1520 – TA1917
3. WHOLE AREA IS UNDERLAIN BY A MAJOR AQUIFER OF HIGH PERMEABILITY
4. 0.7m WIDE CESS WALKWAY WILL BE PROVIDED

KEY:

- AREAS AT RISK OF FLOODING WITHOUT FLOOD DEFENCES
- HISTORIC LANDFILL SITE
- ACTIVE LANDFILL
- FORMER LEVEL CROSSING – DISUSED
- FORMER LEVEL CROSSING – IN USE

DO NOT SCALE

Rev	Date	Description of Revision	Chk	Chkd	Appr

Client

Network Rail

Nisnwork Rail
London North Eastern Territory
Infrastructure Enhancements
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Railway Infrastructure Services
PO Box 298
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YO1 6YH

T: 01904 404600
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Status

WORKING DRAWING

Designed	VR	Checked	HP
Approved	JA	Date	29/09/2008

KILLINGHOLME AND GOXHILL

GENERAL ARRANGEMENT
KILLINGHOLME LOOP

Scale 1:1250	CAD VR
K:\B50138\Transport Planning drawings	
Drawing Number B50138-001Y/006	Revision A

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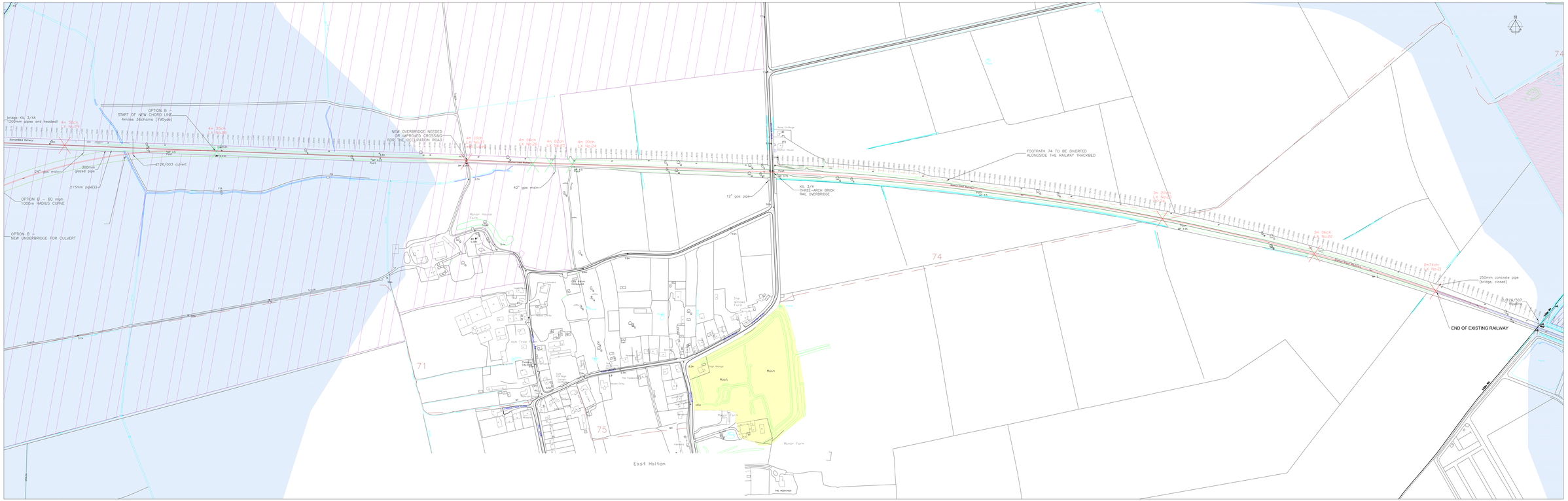

NOTES

1. KILLINGHOLME AND GOXHILL
2. ORDNANCE SURVEY GRID REFERENCE TA1221 - TA1520
3. WHOLE AREA IS UNDERLAIN BY A MAJOR AQUIFER OF HIGH PERMEABILITY
4. INDICATIVE ROUTE AND METHOD ARE ASSUMED ONLY AND SUBJECT TO GEOTECHNICAL INVESTIGATION

KEY:

- FREEHOLD LAND VM LAND - RECENTLY SOLD VM JUTTER OWNER: FALCONE
- FREEHOLD LAND VM LAND - RECENTLY SOLD VM JOINTS OWNER: ENGLAND
- AREAS AT RISK OF FLOODING WITHOUT FLOOD DEFENCES
- SCHEDULED ANCIENT MONUMENT ZONE
- FORMER LEVEL CROSSING - SIGNED
- FORMER LEVEL CROSSING - IN USE
- HISTORIC LANDFILL SITE
- ACTIVE LANDFILL

No.	Revised Description of Revision	Drn	Checked Date
Issued			

Network Rail
Network Rail Infrastructure Services
Thornton
Infrastructure Maintenance
Thornton Railway Station
Fish Dock Road
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DN5 7QQ
T 01405 808600
F 01405 808601

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Railway Infrastructure
Services
Unit 3 Bankside
Bankside
Hull
HU1 1XE
T 01482 224000
F 01482 224001

WORKING DRAWING

Designed	VR	Checked	MP
Approved	JR	Date	29/09/2008

KILLINGHOLME AND GOXHILL

GENERAL ARRANGEMENT
SLOPE/ SHALLOW

Scale 1:1250		Drn	VR
Z:\ 2008\Transport Planning drawings			

Drawing No. B50138-001Y/005 A

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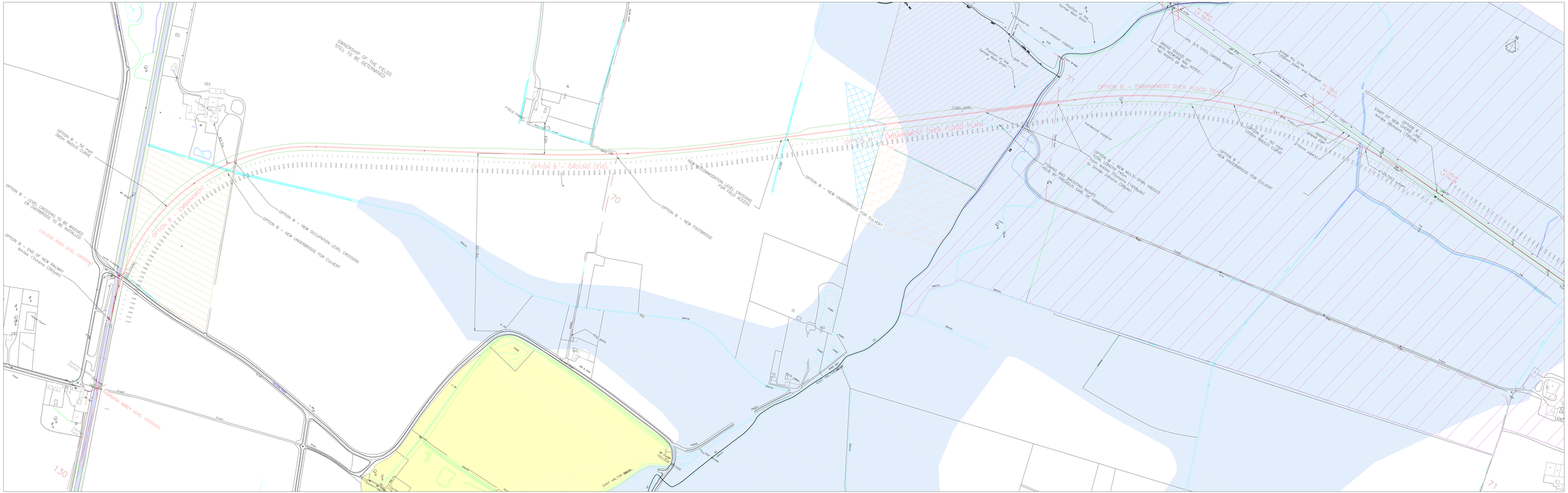

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NOTES

1. KILLINGHOLME AND GOXHILL
2. ORDNANCE SURVEY GRID REFERENCE TA 119 = 7417421
3. WHOLE AREA IS UNDERLAIN BY A MINERAL SAFEGUARDING AREA (MSA)
4. EMBANKMENT AND CUTTING DEPTHS ARE INDICATIVE ONLY AND SUBJECT TO GEO-TECHNICAL INVESTIGATION.

KEY:

- FREEHOLD LAND HM LAND REGISTRY TITLE NO. LR9579 OWNER: ENGLAND
- FREEHOLD LAND HM LAND REGISTRY TITLE NO. EY35061
- FREEHOLD LAND HM LAND REGISTRY TITLE NO. LR8374
- FREEHOLD LAND HM LAND REGISTRY TITLE NO. LR8814 OWNER: ROBINSON
- FREEHOLD LAND HM LAND REGISTRY TITLE NO. GN4484
- FREEHOLD LAND HM LAND REGISTRY TITLE NO. EY17768 OWNER: FALLOWS
- FREEHOLD LAND HM LAND REGISTRY TITLE NO. EM22839
- FREEHOLD LAND HM LAND REGISTRY TITLE NO. EM35322
- AREAS AT RISK OF FLOODING WITHOUT FLOOD DEFENCES
- SCHEDULED ANCIENT MONUMENT (SAM)
- FORMER LEVEL CROSSING – CLOSED NOW
- FORMER LEVEL CROSSING – VISIBLE IN USE
- FARM ACCESS AT THIS POINT
- EXTENT OF THE PROPOSED LANDTAKE

No.	Date	Description of Revision	Drn.	Chkd	Appd

Client: Network Rail

Sectors Rail
Strategic Rail Team
Thornton
Network Rail Headquarters
George Stephenson House
Milton Keynes Park
MK9 1BP

corus

Railway Infrastructure Services
Corus Rail
Swinden House
Moorgate
Rotherham
S60 3BL

WORKING DRAWING

Designed	VR	Drawn	MF
Approved	JR	Date	29/09/2008

KILLINGHOLME AND GOXHILL

GENERAL ARRANGEMENT
OPTION B

Scale 1:1250	Drn	VR

Z:\ Lotus\Transport Planning drawings

Drawing No.	Rev
B50138-001Y/004	A

OPTION A – POSSIBLE AHB LEVEL CROSSING, ROAD BRIDGE OR FOOTBRIDGE ONLY WITH ROAD CLOSURE

NEW ROAD–DRAIN CULVERTS

OPTION A – CROSSES THE CURTILAGE OF A SCHEDULED ANCIENT MONUMENT

NEW UNDERBRIDGE FOR CULVERT

POSSIBLE ACCOMODATION CROSSING

NEW UNDERBRIDGE FOR CULVERT

OPTION A – INCREASED APPROACH SPEEDS TO AHB LEVEL CROSSING FOR GOODS TRAINS FROM 20 mph TO 55 mph

OPTION A – 60 mph 630m RADIUS CURVE

OPTION A – END OF NEW RAILWAY 6miles 29chains (655yds)

OPTION A – START OF NEW CHORD LINE 5miles 44chains (977yds)

PUBLIC FOOTPATH 66 DIVERTED WITH NEW FOOTBRIDGE AT THIS LOCATION

POSSIBLE SITE FOR ROAD BRIDGE (UNDER OR OVER TO BE DETERMINED)

railway in cutting, brambles around trees on top of cutting

water pipe

row of Hawthorn shrubs to be preserved

buried service north side

6" water m

RE–INSTATE THE LEVEL BRIDGE IS DESIRA RAMP WILL BE TO PROPOSED AHB LEVEL C

road wider rails invisi

OPTION A – EMBANKMENT

OPTION A – SHALLOW CUTTING

OPTION A – EMBANKMENT

Goxhill Hall and remains of Manor House

Priory Farm

The Hallands

Butter's Wood

Pit (disused)

Poultry Farm

Poultry House

Warehouse

Depot

Roosters Rest

Vista Priory

Cardale

Corner House

Southend House

Luloes Bungalow

Luloes Cottage

Luloes House

The Barns

Pine Tree Farm

Littlewick Farm

Brantwood

Glengarth

Priory View

Primrose

Homeland

The Athens

Elms

Greenways

Sand Martins

Hakey Hole

Galery

Rosemead

The Lynton

Tempus House

Crook Lands

Greenhill

Trevaunance

Pelaway Lodge

Newlands

The Cutting

Aberrgwll

Dismantled Railway

CHURCH SIDE

CHURCH LANE

BARTON LANE

SAW LANE

Track

Path (UM)

Path (UM)

DRAIN

DEF

Def

Drain

MP 6.0

MP 5.75

MP 5.50

MP 104

MP .75

BM 8.06m

BM 8.00m

BM 7.75m

BM 11.40m

5m 71ch LX No.43

5m 62ch LX No.42

5m 53ch LX No.41

5m 52ch LX No.40

5m 47ch LX No.39

5m 45ch LX No.38

5m 36ch LX No.37

65.8m

75.8m

66

70

N

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DO NOT SCALE

NOTES

1. KILLINGHOLME AND GOXHILL
2. ORDNANCE SURVEY GRID REFERENCE TA1020 – TA1219
3. WHOLE AREA IS UNDERLAIN BY A MAJOR AQUIFER OF HIGH PERMEABILITY
4. EMBANKMENT AND CUTTING WIDTHS ARE INDICATIVE ONLY AND SUBJECT TO GEO–TECHNICAL INVESTIGATION

KEY:

- FREEHOLD LAND HM LAND REGISTRY TITLE NO: 195285 OWNER: JAMES
- FREEHOLD LAND HM LAND REGISTRY TITLE NO: 206579 OWNER: ENGLAND
- FREEHOLD LAND HM LAND REGISTRY TITLE NO: 209948 OWNER: SOMERSCALES
- FREEHOLD LAND HM LAND REGISTRY TITLE NO: 223090
- FREEHOLD LAND HM LAND REGISTRY TITLE NO: 285172 OWNER: CAWKWELL
- FREEHOLD LAND HM LAND REGISTRY TITLE NO: 285374
- FREEHOLD LAND HM LAND REGISTRY TITLE NO: 288814 OWNER: ROBINSON
- FREEHOLD LAND HM LAND REGISTRY TITLE NO: 288815 OWNER: ROBINSON
- FREEHOLD LAND HM LAND REGISTRY TITLE NO: 289912 OWNER: WILKINS
- FREEHOLD LAND HM LAND REGISTRY TITLE NO: 304494
- FREEHOLD LAND HM LAND REGISTRY TITLE NO: 304495
- FREEHOLD LAND HM LAND REGISTRY TITLE NO: 317759 OWNER: FAULDING
- FREEHOLD LAND HM LAND REGISTRY TITLE NO: 329063 OWNER: LARI
- FREEHOLD LAND HM LAND REGISTRY TITLE NO: 339806 OWNER: KEIGAR HOMES LTD
- FREEHOLD LAND HM LAND REGISTRY TITLE NO: 342229 OWNER: TURNER
- FREEHOLD LAND HM LAND REGISTRY TITLE NO: 346522
- AREAS AT RISK OF FLOODING WITHOUT FLOOD DEFENCES
- SCHEDULED ANCIENT MONUMENT (SAM)
- FORMER LEVEL CROSSING – DISUSED NOW
- FORMER LEVEL CROSSING – VISIBLY IN USE
- F.a. FARM ACCESS AT THIS POINT
- EXTENT OF THE PROPOSED LANDTAKE

Rev.	Date	Descriptions of Revision	Des.	Chkd.	Appr.

Client

Network Rail
London North Eastern Territory
Infrastructure Enhancements
George Stephenson House
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Railway Infrastructure Services
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Status: **WORKING DRAWING**

Designed	VR	Checked	HP
Approved	JA	Date	29/09/2008

KILLINGHOLME AND GOXHILL

GENERAL ARRANGEMENT
OPTION A

Scales	1:1250	CAD	VR

CAD Ref: K:\B50138\Transport Planning drawings

Drawing Number: B50138-001Y/003 | Revision: A

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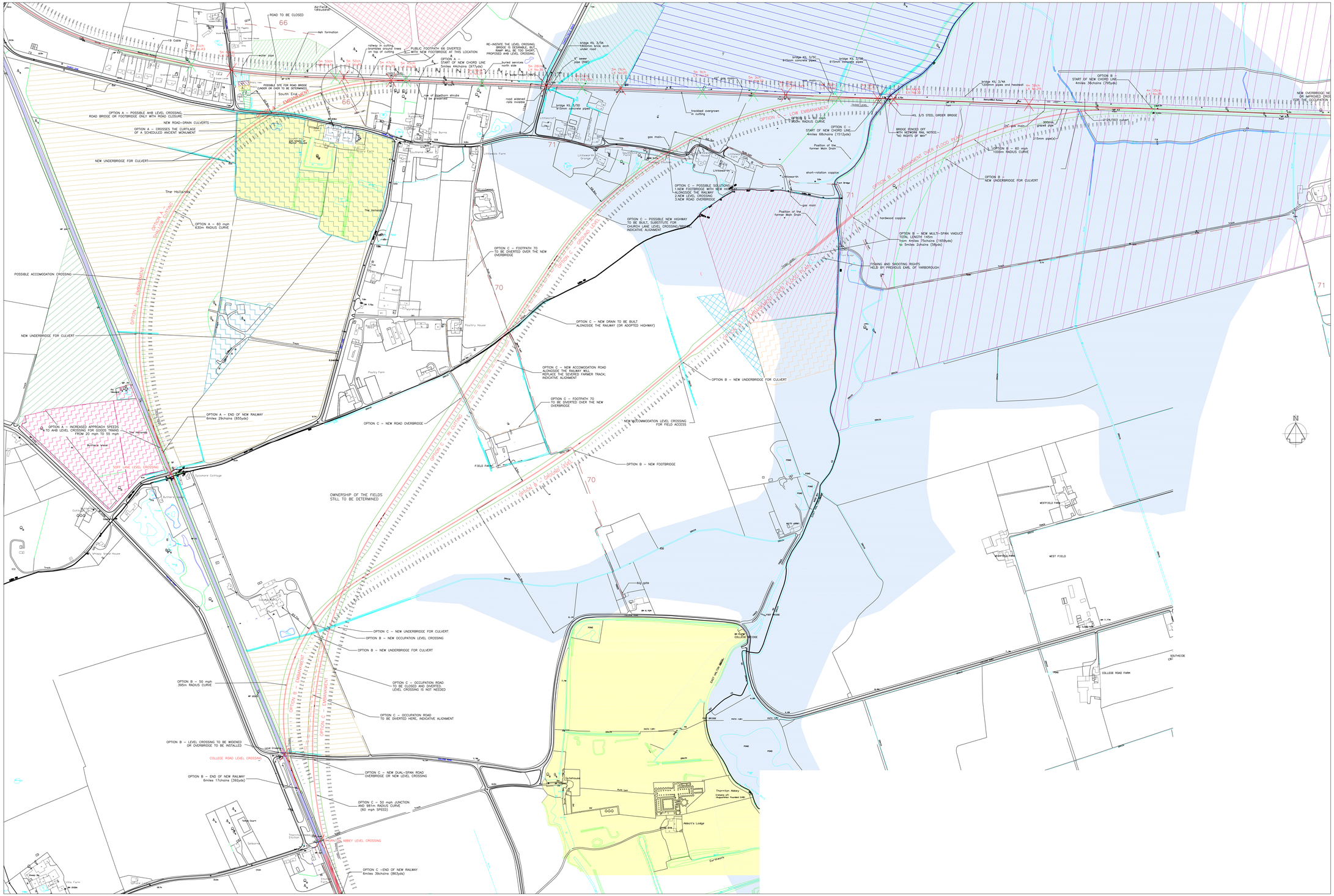

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DO NOT SCALE

NOTES

1. KILLINGHOLME AND GOXHILL
2. ORDNANCE SURVEY GRID REFERENCE TA1020 — TA1219
3. WHOLE AREA IS UNDERLAIN BY A MAJOR AQUIFER OF HIGH PERMEABILITY
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KEY:

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- FREEHOLD LAND HM LAND REGISTRY TITLE NO: 209948 OWNER: SOMERSCALES
- FREEHOLD LAND HM LAND REGISTRY TITLE NO: 223090
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- FREEHOLD LAND HM LAND REGISTRY TITLE NO: 285374
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- FREEHOLD LAND HM LAND REGISTRY TITLE NO: 288815 OWNER: ROBINSON
- FREEHOLD LAND HM LAND REGISTRY TITLE NO: 289912 OWNER: WILKINS
- FREEHOLD LAND HM LAND REGISTRY TITLE NO: 304494
- FREEHOLD LAND HM LAND REGISTRY TITLE NO: 304495
- FREEHOLD LAND HM LAND REGISTRY TITLE NO: 317759 OWNER: FAULDING
- FREEHOLD LAND HM LAND REGISTRY TITLE NO: 329063 OWNER: LARI
- FREEHOLD LAND HM LAND REGISTRY TITLE NO: 339806 OWNER: KEIGAR HOMES LTD
- FREEHOLD LAND HM LAND REGISTRY TITLE NO: 342229 OWNER: TURNER
- FREEHOLD LAND HM LAND REGISTRY TITLE NO: 346522
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- SCHEDULED ANCIENT MONUMENT (SAM)
- FORMER LEVEL CROSSING – DISUSED NOW
- FORMER LEVEL CROSSING – VISIBLY IN USE
- F.A. FARM ACCESS AT THIS POINT
- EXTENT OF THE PROPOSED LANDTAKE

Rev.	Date	Descriptions of Revision	Des.	Chkd	Appr.

Client

Network Rail
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Status: **WORKING DRAWING**

Designed	VR	Checked	HP
Approved	JA	Date	29/09/2008

KILLINGHOLME AND GOXHILL

GENERAL ARRANGEMENT
OPTIONS A, B AND C

Scale	1:2500	CAD	VR

K:\B50138\Transport Planning drawings

Drawing Number	Revision
B50138-001Y/002	A

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Appendix C: Level Crossings

ELR	Miles	Chains	Name (if exists)	Alternative or Descriptive Name	R.O.W. Status	Sec.Status	Usage	Xing No.	OSGR
BAR	102	9	**BYSTABLE LANE**	CARR LANE	H		USED	10	TA114175
BAR	102	43	**STOTHARDS**		B		USED	10A	TA113181
BAR	103	1	**THORNTON ABBEY STATION**		P		USED	11	TA109189
BAR	103	12	**BARTON ROAD**	COLLEGE ROAD	H		USED	12	TA109190
BAR	103	48	**BUTTERSWOOD**	SOFF LANE	H		USED	13	TA106197
BAR	104	24	**SOUTH END**		B		USED	14	TA102207
BAR	104	52	**GOXHILL STATION**	HOWE LANE	H		USED	15	TA099213
KIL1	104	55	**WESTERN ENTRANCE**		E		USED		TA183166
KIL2	0	1		former HUMBER ROAD crossing	C		UNUSED	1	TA185170
KIL2	0	11			C		UNUSED	2	TA184171
KIL2	0	16		north of HUMBER ROAD	C		UNUSED	3	TA183172
KIL2	0	38			C		UNUSED	4	TA180175
KIL2	0	49	**MARSH FARM**	MARSH FARM LANE	P	O	USED	5	TA178177
KIL2	0	56		Killingholme Marshes	C		UNUSED	6	TA178178
KIL2	0	64			C		UNUSED	7	TA177179
KIL2	0	67			C		UNUSED	8	TA176180
KIL2	1	0			C		UNUSED	9	TA175182
KIL2	1	4	**REGENT OIL COMPANY**		O		USED	10	TA174182
KIL2	1	16?		11(tagged)	O		UNUSED	11	TA173184
KIL2	1	29		11a	C		UNUSED	11a	TA171187
KIL2	1	38		NO.12	O		UNUSED	12	TA171188
KIL2	1	39			S		UNUSED	13	TA170188
KIL2	1	54		no.14	C		USED	14	TA169191
KIL2	1	62		no.15	C		UNUSED	15	TA168192
KIL2	1	64		no.16	C		UNUSED	16	TA168193
KIL2	1	73		no.17	C		UNUSED	17	TA167194
KIL2	2	19	**NEW INN**	HAVEN ROAD	H		USED	18	TA164198
KIL2	2	34	**SHELL MEX**		A		USED	19	TA161200
KIL2	2	44	**YORKSHIRE TAR**		A		USED	20	TA159201
KIL3	2	74	**end of Killingholme Line**	stop buffer	C		USED	21	TA154203
KIL3	3	6			C		USED	22	TA151204
KIL3	3	22		F.P. 74	C		USED	23	TA148205
KIL3	4	0			C		UNUSED	24	TA137206
KIL3	4	2			C		UNUSED	25	TA136206
KIL3	4	4			C		UNUSED	26	TA136206
KIL3	4	10		MANOR HOUSE FARM	C		USED	27	TA134206
KIL3	4	35			C		UNUSED	28	TA130206

KIL3	4	50			C		USED	29	TA127206
KIL3	4	66			C		USED	30	TA123206
KIL3	4	68			C		USED	31	TA123206
KIL3	4	73			C		UNUSED	32	TA122206
KIL3	4	79		LITTLEWORTH FARM	C		USED	32a	TA121206
KIL3	5	3			C		UNUSED	33	TA120206
KIL3	5	9			C		UNUSED	34	TA119206
KIL3	5	19			C		USED	35	TA117206
KIL3	5	24			C		UNUSED	35a	TA116207
KIL3	5	28	**CHAPELFIELD LANE**		C		USED	36	TA115207
KIL3	5	36			C		UNUSED	37	TA113207
KIL3	5	45			C		UNUSED	38	TA111207
KIL3	5	47			C		USED	39	TA111207
KIL3	5	52	**PRIORY FARM**	F.P. 66	C		USED	40	TA110207
KIL3	5	53			C		UNUSED	41	TA110207
KIL3	5	66	**THORN LANE**		C		USED	42	TA107207
KIL3	5	71			C		UNUSED	43	TA106207
KIL3	6	14	**CHURCH SIDE**		C		USED	44	TA102209

NB: between LX nos. 21 and 36 there could be an error in the numbering, due to any new or extinguished crossing.
Several Level Crossings on the existing line (KIL2) have been deleted from NR's list of crossings.
LX no. 11 and 12 had mistaken OSGR info, but correct chainage

Appendix D: Structures (GEOGIS data)

GEOGIS
22/07/2008

Track Age of Road Details

ELR	Track ID	-----Mile Start	age----- Finish	Record Length	Track Type	Rail Section	Left Rail Weight	Left Rail Alloy	Left Rail Yr Laid
KIL1	1300	104.0012	104.0053	0.0041	TC	F	K	L	2005
KIL1	1300	104.0053	104.0155	0.0102	J	F	K	9	1984
KIL1	1300	104.0155	104.0183	0.0028	J	F	K	L	2005
KIL1	1300	104.0183	104.0224	0.0041	TC	F	K	L	2005
KIL1	1300	104.0224	104.0244	0.0020	C	F	K	L	2005
KIL1	1300	104.0244	104.0824	0.0580	C	F	0	9	1978
KIL1	1300	104.0824	104.1004	0.0180	C	F	J	D	1997
KIL1	1300	104.1004	104.1024	0.0020	A	F	J	D	2006
KIL1	1300	104.1024	104.1098	0.0074	C	F	J	D	1997
KIL1	1300	104.1098	104.1474	0.0376	C	F	0	9	1978
KIL1	1300	104.1474	104.1515	0.0041	TC	F	K	D	1979
KIL1	1300	104.1515	104.1562	0.0047	C	F	K	9	1979
KIL1	1300	104.1562	104.1672	0.0110	C	F	K	9	1979
KIL1	1300	104.1672	104.1716	0.0044	J	F	K	9	1979
KIL1	1300	104.1716	105.0202	0.0246	J	F	K	D	1994
KIL1	1300	105.0202	105.0220	0.0018	J	F	K	D	1994
KIL1	1800	104.0184	104.0213	0.0029	TC	F	K	L	2005
KIL1	1800	104.0213	104.0246	0.0033	FX	F	K	L	2005
KIL1	1800	104.0246	104.0257	0.0011	J	F	K	L	2005
KIL1	2300	104.0132	104.0173	0.0041	TD	F	K	L	2005
KIL1	2300	104.0173	104.0183	0.0010	J	F	K	D	1984
KIL1	2300	104.0183	104.0213	0.0030	TC	F	K	L	2005
KIL1	2300	104.0213	104.0246	0.0033	FX	F	K	L	2005
KIL1	2300	104.0246	104.0251	0.0005	C	T	T	D	2005
KIL1	2300	104.0251	104.0261	0.0010	C	F	S	D	2005
KIL1	2300	104.0261	104.0792	0.0531	C	F	S	D	2002
KIL1	2300	104.0792	104.0815	0.0023	C	F	S	D	2002
KIL1	2300	104.0815	104.0820	0.0005	C	T	T	D	2002
KIL1	2300	104.0820	104.0967	0.0147	C	F	K	D	1997
KIL1	2300	104.0967	104.0987	0.0020	A	F	K	G	2007
KIL1	2300	104.0987	104.1108	0.0121	C	F	K	D	1997
KIL1	2300	104.1108	104.1233	0.0125	C	F	K	D	2002
KIL1	2300	104.1233	104.1300	0.0067	C	F	K	9	1997
KIL1	2300	104.1300	104.1320	0.0020	A	F	K	9	1997
KIL1	2300	104.1320	104.1386	0.0066	C	F	K	9	1997
KIL1	2300	104.1386	104.1408	0.0022	C	F	K	9	1997
KIL1	2300	104.1408	104.1430	0.0022	C	F	K	9	1997
KIL1	2300	104.1430	104.1471	0.0041	TC	F	K	D	1997
KIL1	2300	104.1471	104.1503	0.0032	C	F	K	9	1997
KIL1	2300	104.1503	104.1546	0.0043	TC	F	J	D	1997
KIL1	2300	104.1546	104.1559	0.0013	C	F	K	9	1997
KIL1	2300	104.1559	104.1580	0.0021	J	T	T	D	2002
KIL1	2300	104.1580	104.1619	0.0039	TC	F	S	D	2001
KIL1	2300	104.1619	104.1655	0.0036	TC	F	S	D	2001
KIL1	2300	104.1655	104.1677	0.0022	J	F	S	D	2002
KIL1	2300	104.1677	104.1716	0.0039	J	F	S	D	2002
KIL1	2300	104.1716	104.1744	0.0028	J	F	S	D	2002
KIL1	2300	104.1744	105.0220	0.0236	J	F	S	H	2007
KIL1	2800	104.0184	104.0218	0.0034	TC	F	K	L	2005
KIL1	2800	104.0218	104.0246	0.0028	J				0

KIL1	3700	104.1474	104.1511	0.0037	TC	F	K	D	1979
KIL1	3700	104.1511	104.1546	0.0035	TC	F	J	D	1997
KIL1	3801	104.1619	104.1655	0.0036	TC	F	S	D	2001
KIL1	3801	104.1655	105.0220	0.0325	J	F	S	D	2002
KIL1	3802	104.1580	104.1614	0.0034	TC	F	S	D	2001
KIL1	3802	104.1614	104.1645	0.0031	TC	F	S	D	2001
KIL1	3802	104.1645	104.1693	0.0048	J	F	S	D	2002
KIL1	3802	104.1693	104.1728	0.0035	TC	F	S	D	2001
KIL1	3802	104.1728	105.0220	0.0252	J	F	S	D	2002
KIL1	3900	104.1430	104.1512	0.0082	0				0
KIL1	3901	104.1614	104.1645	0.0031	TC	F	S	D	2001
KIL1	3901	104.1645	104.1691	0.0046	J	F	S	D	2002
KIL2	1300	0.0000	0.0069	0.0069	J	F	K	D	1994
KIL2	1300	0.0069	0.0110	0.0041	TC	F	K	D	1971
KIL2	1300	0.0110	0.0132	0.0022	TB	F	K	D	1983
KIL2	1300	0.0132	0.0173	0.0041	TC	F	K	D	1971
KIL2	1300	0.0173	0.0209	0.0036	J	F	J	9	1971
KIL2	1300	0.0209	0.0250	0.0041	TC	F	K	D	1971
KIL2	2300	0.0000	0.0066	0.0066	J	F	S	H	2007
KIL2	2300	0.0066	0.0107	0.0041	TC	F	K	D	1985
KIL2	2300	0.0107	0.0209	0.0102	C	F	K	9	1971
KIL2	2300	0.0209	0.0250	0.0041	TC	F	K	D	1971
KIL2	3300	0.0250	0.1228	0.0978	C	F	F	9	1971
KIL2	3300	0.1228	0.1254	0.0026	C	F	C	9	1971
KIL2	3300	0.1254	0.1289	0.0035	TC	B	0	0	1958
KIL2	3300	0.1289	1.0088	0.0559	C	F	I	9	1972
KIL2	3300	1.0088	1.0110	0.0022	C	F	K	D	1972
KIL2	3300	1.0110	1.0132	0.0022	C	F	I	9	1972
KIL2	3300	1.0132	1.0173	0.0041	TC	F	K	D	1972
KIL2	3300	1.0173	1.0306	0.0133	C	F	I	9	1972
KIL2	3300	1.0306	2.0374	1.0068	C	F	I	9	1976
KIL2	3300	2.0374	2.0418	0.0044	C	F	K	G	2006
KIL2	3300	2.0418	2.0430	0.0012	C	F	I	9	1976
KIL2	3300	2.0430	2.0627	0.0197	C	F	I	9	1976
KIL2	3300	2.0627	2.0750	0.0123	C	F	K	D	2002
KIL2	3300	2.0750	2.0770	0.0020	C	F	C	9	1976
KIL2	3300	2.0770	2.0826	0.0056	C	F	K	D	2002
KIL2	3300	2.0826	2.0846	0.0020	A	F	K	D	2002
KIL2	3300	2.0846	2.0876	0.0030	TB	F	0	0	1970
KIL2	3300	2.0876	2.0888	0.0012	C	F	K	D	2002
KIL2	3300	2.0888	2.0917	0.0029	TB	F	0	0	1970
KIL2	3300	2.0917	2.0937	0.0020	A	F	K	D	2002
KIL2	3300	2.0937	2.0959	0.0022	C	F	K	D	2002
KIL2	3300	2.0959	2.1517	0.0558	C	F	K	D	2002
KIL2	3300	2.1517	2.1540	0.0023	A	F	K	D	2002
KIL2	3700	0.0066	0.0088	0.0022	TC	F	K	D	1985
KIL2	3700	0.0088	0.0110	0.0022	TC	F	K	D	1971
KIL2	3800	0.0112	0.0132	0.0020	TB	F	K	D	1983
KIL2	3800	0.0132	0.0170	0.0038	J	F			0
KIL2	3801	0.0000	0.0110	0.0110	J	F	S	D	2002
KIL2	3801	0.0110	0.0115	0.0005	J	T	T	D	2002
KIL2	3801	0.0250	0.0275	0.0025	TC	F	K	0	0
KIL2	3801	0.0275	0.0576	0.0301	J	F	J	9	1971
KIL2	3801	0.0576	0.0604	0.0028	TB	F	J	0	1971
KIL2	3801	0.0604	0.0997	0.0393	J	F	F	9	1971
KIL2	3802	0.0000	0.0110	0.0110	J	F	S	D	2002

KIL2	3802	0.0110	0.0115	0.0005	J	T	T	D	2002
KIL2	3802	0.0134	0.0173	0.0039	TC	F	K	D	1971
KIL2	3802	0.0173	0.0250	0.0077	J	F	J	9	1971
KIL2	3802	0.0250	0.0275	0.0025	TC	F	K	0	0
KIL2	3802	0.0275	0.0315	0.0040	J	F	J	9	1971
KIL2	3803	0.0576	0.0686	0.0110	J	F	J	9	1971
KIL2	3900	0.1254	0.1324	0.0070	0				0
KIL2	3900	2.0794	2.0826	0.0032	0				0
KIL2	3900	2.0826	2.0836	0.0010	CP	0	0	0	0
KIL2	3900	2.0836	2.0846	0.0010	0				0
KIL2	3900	2.0846	2.0876	0.0030	TB	F	0	0	1970
KIL2	3901	2.0854	2.0888	0.0034	0				0
KIL2	3901	2.0888	2.0914	0.0026	TB	F	0	0	1970

Left Rail New/Serv	Left Rail Yr Rolled	Right Rail Weight	Right Rail Alloy	Right Rail Yr Laid	Right Rail New/Serv	Right Rail Yr Rolled	Check Rail	Sleeper-Baseplate
N							C	C
N							N	C N
N	05						N	F27
N							C	C
N	05						N	F27
N							N	F27
N	96						N	F40
N	96						N	F40
N	96						N	F40
N							N	F27
N							C	J
N							N	F27
N							N	F27
N							N	F27
N							G	J PAN
N							G	J PAN
N							C	C
N							C	C
N	05						N	F27
N							C	C
N	84						N	C N
N							C	C
N							C	C
N	05						N	J PAN
N	05						N	G44
N	02						N	G44
N	02						N	G44
N	02						N	J PAN
N							N	F40
N	07						N	F40
N							N	F40
N	02						N	G44
N							N	F40
N							N	F40
N							N	F40
N							N	F40
N							N	F40
N							C	F40
N							N	F40
N							C	F40
N							N	F40
N	01						N	G44
N							0	C
N							0	C
N	01						C	G44
N	01						C	G44
N	01						C	G44
N	07						C	J P6
N							C	C
								0

N		C	J
N		C	F40
N		0	C
N	01	C	G44
N		0	C
N		0	C
N	01	C	G44
N		0	C
N	01	C	G44
			0
N		0	C
N	01	C	G44
N		G	J PAN
N		C	J
N		C	J
N		C	J
N		N	J PAN
N		C	J
N	07	N	J P6
N		C	J
N		N	J PAN
N		C	J
S		N	W PAN
N		N	W OTH
0		C	W BH
S		N	J PAN
N	07	N	J PAN
S		N	J PAN
N		C	J
S		N	J PAN
S		N	J PAN
N	06	N	J PAN
S		N	J PAN
S		N	F27
N	01	N	HH10
N		N	F27
N	01	N	HH10
N	01	N	J PAN
0		C	J KEN
N	01	N	J PAN
0		C	J KEN
N	01	N	J PAN
N	01	N	J PAN
N	01	N	HH10
N	01	N	J PAN
N		C	J
N		C	J
N		C	J
		N	W
N	01	C	G44
N	01	C	G44
0		0	T
S		N	W PAN
0		C	J P V
S		N	W PAN
N	01	C	G44

N	01	C	G44
N		C	J
N		N	J PAN
0		0	T
N		N	J PAN
N		N	J PAN
			0
			0
0		0	T
			0
0		C	J KEN
			0
0		C	J KEN

Fixing	Rail Fastenings	Sleeper Yr Laid	Sleeper New/Serv	Ballast Method	Ballast Year
I	P		N	T	05
	P	1984	N		
I	P	1984	N	T	05
I	P		N	T	05
I	P	1978	N	T	05
I	P	1978	N		
I	P	1997	N	T	97
I	P	1997	N	T	97
I	P	1997	N	T	97
I	P	1978	N		
S	P		N	T	99
I	P	1979	N	L	07
I	P	1979	N	L	07
I	P	1979	N	L	07
S	P	1994	N	L	07
S	P	1994	N	T	07
I	P		N	T	05
I	P		N	T	05
I	P	1973	N	T	05
I	P		N	T	05
I	P	1984	N		84
I	P		N	T	05
I	P		N	T	05
S	F	2002	N	T	05
D	F	2002	N	T	05
D	F	2002	N	T	02
D	F	2002	N	T	02
S	F	2002	N	T	02
D	P	1997	N	L	02
S	P	1997	N	L	02
D	P	1997	N	L	02
D	F	2002	N	T	02
I	P	1997	N	T	97
I	P	1997	N	T	97
I	P	1997	N	T	97
I	P	1997	N	T	97
I	P	1997	N	T	97
I	P		N	T	97
I	P	1997	N	T	97
I	P		N	T	99
I	P	1997	N	T	97
I	F	2002	N	T	02
I	P		N	T	01
I	P		N	T	01
I	F	2002	N	F	08
I	F	2002	N	T	02
I	F	2002	N	T	02
S	P	2007	N	T	07
I	P		N	T	05

S	P		N	T	99
I	P		N	T	99
I	P		N	T	01
I	F	2002	N	T	02
I	P		N	T	01
I	P		N	T	01
I	F	2002	N	T	02
I	P		N	T	01
I	F	2002	N	T	02
		0			
I	P		N	T	01
I	F	2002	N	T	02
S	P	1994	N	T	07
S	P		N	T	07
S	P		N	T	07
S	P		N	0	71
	P	1971	N		
S	P		N	0	71
S	P	2007	N	T	07
S	P		N	0	85
S	P	1971	N		
S	P		N	0	71
	P	1971	S		
	Z	1971	N		
S	B		0	0	58
	P	1972	N		
I	P	1972	N		
	P	1972	N		
S	P		N	0	72
	P	1972	N		
	P	1976	S		
S	P	1976	S		
	P	1976	S		
I	P	1976	S		
H	P	2002	N	L	02
I	P	1976	N		
H	P	2002	N	L	02
S	P	2002	N	L	02
S	K		0	0	70
S	P	2002	N	T	02
S	K		0	0	70
S	P	2002	N	T	02
S	P	2002	N	T	02
H	P	2002	N	L	02
S	P	2002	N	T	02
S	P		N	0	85
S	P		N	T	07
S	P		N	T	07
S	P	0			
I	F	2002	N	T	02
I	F	2002	N	T	02
0	0		0	0	
	P	1971	S		
S	P		N	0	71
	P	1971	S		
I	F	2002	N	T	02

I	F	2002	N	T	02
S	P		N	0	71
S	P	1971	N		
0	0		0	0	
S	P	1971	N		
	P	1971	N		
		0			
		0			
0	0		0	0	
		0			
S	K		0	0	70
		0			
S	K		0	0	70

GEOGIS
22/07/2008

ELR	Start Mileage MMM.YYYY	Finish Mileage MMM.YYYY	Struc Group	Struc Type
KIL1	104.0352		B	U
KIL1	104.0616		B	C
KIL1	104.0946		X	X
KIL1	104.1210		L	O
KIL1	104.1210		L	O
KIL1	104.1210		X	CCTV
KIL1	104.1260		B	O
KIL1	104.1320		B	O
KIL1	104.1540		X	X
KIL1	104.1672		L	O
KIL1	104.1744		G	SG
KIL1	105.0013	105.0022	B	C
KIL1	105.0152		L	SB
KIL1	105.0198		L	X
KIL1	105.0210		L	O
KIL2	0.0017	0.0026	B	U
KIL2	0.0022		X	X
KIL2	0.0044		B	O
KIL2	0.0330		X	X
KIL2	0.0836		X	UWC
KIL2	0.0858		B	C
KIL2	0.0902		B	O
KIL2	0.1034		B	C
KIL2	0.1034		X	UWC
KIL2	0.1078		X	OC
KIL2	0.1084		X	X
KIL2	0.1166		X	UWC
KIL2	0.1221		B	P
KIL2	0.1232		B	P
KIL2	0.1408		X	X
KIL2	0.1474		X	X
KIL2	1.0000		X	X
KIL2	1.0088		B	C
KIL2	1.0088		X	UWC
KIL2	1.0110		L	SB
KIL2	1.0286		B	C
KIL2	1.0330		L	O
KIL2	1.0330		L	O
KIL2	1.0352		X	UWC
KIL2	1.0484		B	C
KIL2	1.0638		B	C
KIL2	1.0836		X	UWC
KIL2	1.0858		B	C
KIL2	1.0858		X	X
KIL2	1.1034		B	C
KIL2	1.1188		B	C
KIL2	1.1188		X	X
KIL2	1.1199		X	X
KIL2	1.1320		B	C

KIL2	1.1364	X	UWC
KIL2	1.1408	B	O
KIL2	1.1408	X	X
KIL2	1.1606	B	C
KIL2	1.1606	X	X
KIL2	2.0066	B	C
KIL2	2.0092	L	O
KIL2	2.0264	B	U
KIL2	2.0418	B	U
KIL2	2.0418	X	OC
KIL2	2.0748	B	C
KIL2	2.0748	X	UWC
KIL2	2.0792	L	O
KIL2	2.0946	B	C
KIL2	2.0968	X	UWC
KIL2	2.0990	L	O
KIL3	2.1628	B	P
KIL3	2.1628	X	UWC
KIL3	3.0132	X	UWC
KIL3	3.1320	B	O
KIL3	4.0000	X	X
KIL3	4.0044	X	X
KIL3	4.0088	X	X
KIL3	4.0220	X	X
KIL3	4.0770	X	X
KIL3	4.0968	B	P
KIL3	4.1000	B	P
KIL3	4.1012	B	P
KIL3	4.1100	X	X
KIL3	4.1276	B	C
KIL3	4.1452	X	X
KIL3	4.1474	B	U
KIL3	4.1496	B	C
KIL3	4.1496	X	X
KIL3	4.1606	X	X
KIL3	4.1628	B	C
KIL3	5.0066	X	X
KIL3	5.0198	X	X
KIL3	5.0418	X	X
KIL3	5.0528	X	X
KIL3	5.0594	B	C
KIL3	5.0616	B	S
KIL3	5.0616	X	X
KIL3	5.0836	X	X
KIL3	5.0990	X	X
KIL3	5.1034	X	X
KIL3	5.1144	X	X
KIL3	5.1166	X	X
KIL3	5.1452	X	X
KIL3	5.1562	X	X
KIL3	6.0308	X	X

Structure Details

Bridge/Structure Name (and name of part - if any)	Br.No./ Str.No.	Open/ Closed	ROW Status	LC Surface	On >1 ELR
BRI2/8 (ALSO KIL1/1) PIPE CROSSING (OP)	1	O			Yes
1.2M BRICK ARCH CULVERT	1AA	O			No
(BADGERS) REX. : :UNKN !F..Y	104.43<				No
GATE CABIN NO.1	IMGMGCO				No
PORTALOO NO.2	IMGMPLO				No
* WESTERN ENTRANCE * (ABP XING) !FI.Y	104.55				No
WEST HAVEN WAY OP	1A	O			No
COAL CONVEYOR (13 SPANS)	2	O			No
(WESTERN ENTRANCE) REX. : :UNKN !-..Y	104.70<				No
TIMBER SHED	IMGMTSO				No
SIGNAL NO. IW261 & 263	IW261/3				No
SERVICE DUCT CONTAINING TRANSCO PIPE	3	O			No
IMMINGHAM WEST SIGNAL BOX	IMGMWSB				No
KILLINGHOLME SIGNAL BOX - DEMOLISHED	KILHMSB				No
RELAY ROOM	IMGMRRO				No
BRICK ARCH WITH A CON.DECK EXTENSION	1B	O			No
(*HUMBER ROAD*) REX. : :UNKN !FIPY	00.01<		C	C	No
2 NO.CONVEYOR BELTS. OP	1C	O			No
REX.21:09:1972 !F..Y	00.15<				No
TAGGED.07:12:1993 !F..Y	0.38		A		No
900MM.BRICK ARCH,HEADWALL & CONC.PIPES.	1CC	O			No
PIPE GANTRY NEW 1992 OP	1D	O			No
915MM.BRICK ARCH & HEADWALLS.	1E	O			No
ABDN !F..Y	0.47		A	T	No
MARSH FARM !FI.Y	0.49		O	P	No
REX. : :UNKN !F..Y	00.49<				No
!F..Y	0.53		A	U	No
8 NO. STEEL SERVICE PIPES (OP)	1F	O			No
300MM DIA E/W PIPES & CONCRETE H/WALLS	1232	O			No
REX.14:10:1957 !FIPY	00.64<				No
REX.14:10:1957 !FIPY	00.67<				No
REX.14:10:1957 !FIPY	01.00<				No
915MM.BRICK ARCH,HEADWALLS & ABUTMENTS.	1G	O			No
REGENT OIL COMPANY !FI.Y	1.04		OR		No
SIGNAL BOX STATION ROAD CROSSING	IMGMLSB				No
915MM.BRICK ARCH & HEADWALLS.	1H	O			No
KILLINGHOLME CROSSING P/WAY CABIN A	IMGMLPA				No
KILLINGHOLME CROSSING P/WAY CABIN B	IMGMLPB				No
TAGGED.06:07:1994 !FIPY	1.16				No
915MM.BRICK ARCH & HEADWALLS.	1J	O			No
915MM.BRICK ARCH & HEADWALLS.	1K	O			No
!FIPY	1.38				No
915MM.BRICK ARCH & HEADWALLS.	1L	O			No
REX.06:11:1986 !FIPY	01.39<		A		No
930MM.BRICK ARCH & HEADWALLS.	1M	O			No
915MM.BRICK ARCH & HEADWALLS.	1N	O			No
REX:06:11:1986 !FIPY	01.54<		A		No
REX.06:11:1986 !FIPY	01.54C				No
915MM.BRICK ARCH & HEADWALLS.	1P	O			No

!F..Y	1.62		O	No
KILLINGHOLME POWER STATION OP	1A	O		No
REX.24:03:1976 !F..=	01.64<			No
915MM.BRICK ARCH & HEADWALLS.	1AA	O		No
REX.06:11:1986 !FIPY	01.73<			No
915MM.BRICK ARCH & HEADWALLS.	1AB	O		No
P/WAY CABIN	IMGMLPC			No
NR HAVEN RD L.C/RAIL OVER WATER	1	O		No
KILLINGHOLME HAVEN RD LC.RAIL OVER WATER	2	C		No
* NEW INN ROAD * *!FE.Y	02.19*		H	No
915MM.BRICK ARCH HEADWALLS.	2A	C		No
SHELL MEX OIL COMPANY !F..Y	2.34		O	No
N KILL - HAVEN P/WAY CABIN	NKILHPH			No
3 NO. 920MM CONCRETE PIPES OP	2B	O		No
YORKSHIRE TAR DISTILLERS !F..Y	2.44		O	No
TOKEN CABIN	IMGMTCO			No
250MM.PIPE/UNABLE TO FIND INLET 1994	21628	C		No
!-..=	2.74			No
!-..=	3.06			No
EAST HALTON ROAD	4	C	H	No
LINE CLOSED 1963 !-..=	04.00<			No
LINE CLOSED 1963 !-..=	04.02<			No
LINE CLOSED 1963 !-..=	04.04<			No
LINE CLOSED 1963 !-..=	04.10<			No
LINE CLOSED 1963 !-..=	04.35<			No
225MM.PIPE UNDER NFER DUE TO SIZE	40968	C		No
300MM.SALT GLAZED PIPE/SUGGEST NFER	41000	C		No
300MM.SALT GLAZED PIPE/CONC.HEADWALL	41012	C		No
LINE CLOSED 1963 !-..=	04.50<			No
1200MM.DIA.PIPES & HEADWALL	4A	C		No
LINE CLOSED 1963 !-..=	04.66<			No
EAST HALTON (EX. SKITTER) BECK	5	O	C	No
915MM.CONCRETE PIPES & HEADWALL	5B	C		No
LINE CLOSED 1963 !-..=	04.68<			No
LINE CLOSED 1963 !-..=	04.73<			No
915MM.CONCRETE PIPES & HEADWALL	5C	C		No
LINE CLOSED 1963 !-..=	05.03<			No
LINE CLOSED 1963 !-..=	05.09<			No
LINE CLOSED 1963 !-..=	05.19<			No
LINE CLOSED 1963 !-..=	05.24<			No
915MM.DIA.CONCRETE PIPES & HEADWALL	5D	C		No
1.8M BRICK ARCH UNDER ROAD	5A	E		No
(*CHAPELFIELD LANE*) CLOSED 1963 !-..=	05.28<			No
LINE CLOSED 1963 !F..=	05.38<			No
LINE CLOSED 1963 !F..=	05.45<			No
LINE CLOSED 1963 !F..=	05.47<			No
LINE CLOSED 1963 !F..=	05.52<			No
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LINE CLOSED 1963 !-..=	05.71<			No
(CHURCH LANE) LINE CLOSED 1963 !-..Y	06.14<			No

Appendix E: Land Plans

406

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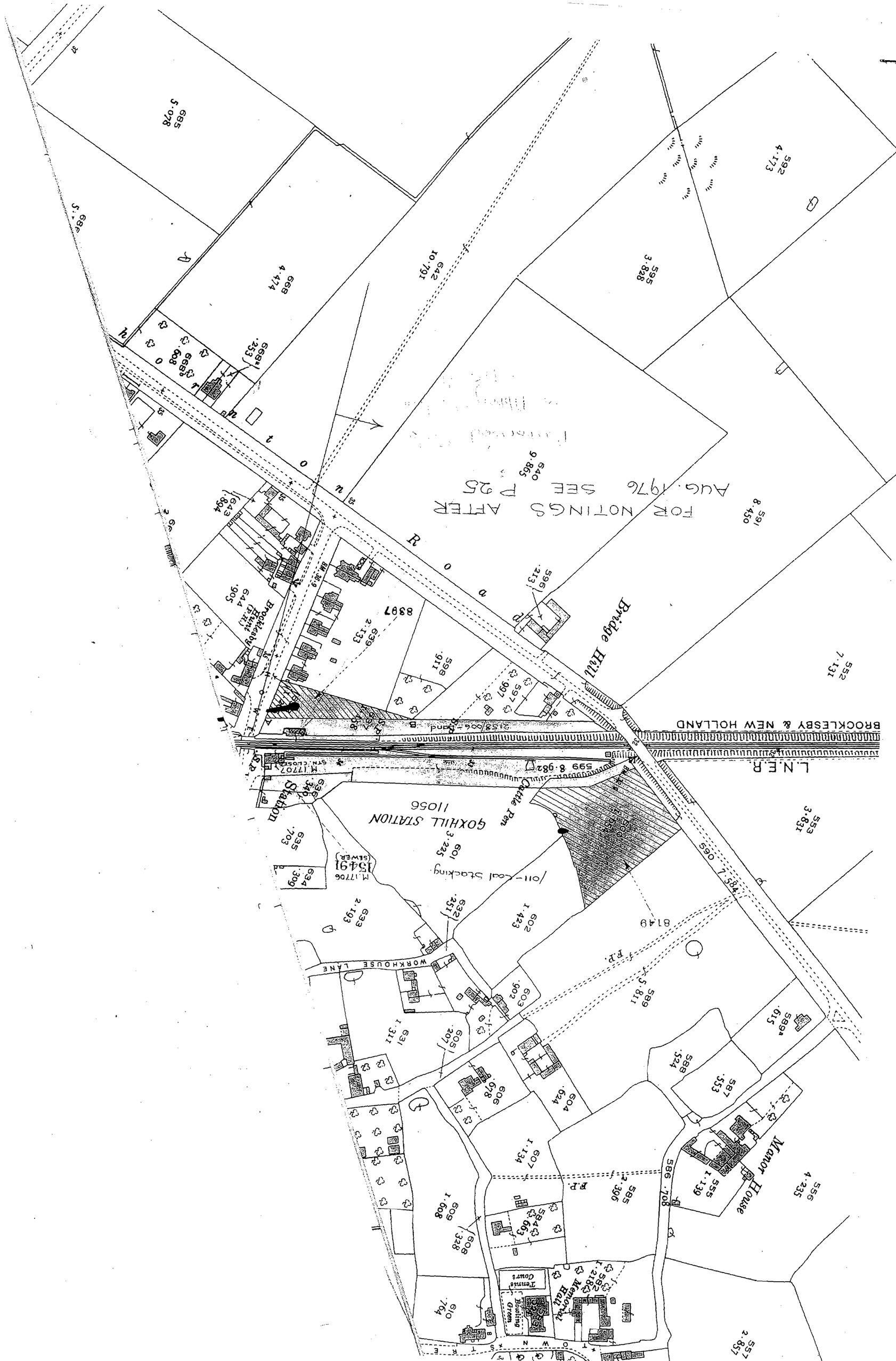
Manchester

GOXHILL TO IMMINGHAM

25 INCH ORDNANCE

SURVEYOR
LIVERPOOL STREET

P29


FOR NOTINGS AFTER
AUG. 1976 SEE P25
Bridge Hall
Road
Town
Brocklesby Hall (P.H.)
Bowling Green
Memorial Hall
Temple Court
Manor House
GOXHILL STATION
11056
Cattle Pen
Station
L.N.E.R.
BROCKLESBY & NEW HOLLAND
Oil-Coal Stacking
WORKHOUSE LANE
P.P.
M.17706 (SEWER)
15491
M.17702 STM. CLOSED
Stand B
8149
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Methodist Church (Primitive)
611 1·477
613 1·277
615 ·443
Vicarage
BM. 35·8
CHAPEL STREET
Sunday School
TOWN STREET
HIGH STREET
625a ·691
625 ·604
626 ·913
627 ·377
School
Methodist Church (Wesleyan)
Aviary
Mayfield House
630 ·376
Parish Room
629 25·065
628 4·703
KING STREET
CHURCH LANE
P.O.
F.P.
Grave Yard
649a 1·686
BM. 46·9
All Saints' Church (Vicarage)
New Hall
S.B
S.P
646 4·555
647 1·052
649 ·409
650 5·279
645 1·299
648 1·202
662 ·147
658 ·516
660 ·472
661 ·731
666a 3·109
665 1·071
664 2·522
663 3·020
694 1·868
666 4·087
688a ·548
688 2·242
688b ·946
693 2·346
M.17709 (L.C. No 44)
26980
691 1·372
690a 3·290
692 1·109
687a 1·406
689 2·287
687 2·438
709 ·761
690 3·062
708 2·809
27271
710 ·258
GOXHILL &
9·234
G.P
BM. 32·6
BM. 37·5
707 ·308
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728 ·331

Thorn Lane
Wood Rising
PROPOSED
NEW
2158/513.
CURVE.
LR 6375
19
Cable
Well
653
5·208
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3·738
698
·005
746
·789
864
8·197
732
1·134
732
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747
2·472
700
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3·731
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4·112
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8·353
701
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731a
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731
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863
·060
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862
1·563
702c
·576
703
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729
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734
9·864
861
18·079
620a
1·527
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652
3·051
621
2·272
651
2·394
656
10·071
697
5·136
696
3·356
704
2·047
729a
·764
705
1·443
734a
·145

808
5·398
806
9·985
807
10·359
809
10·494
812
7·704
811
7·688
810
3·020
746
10·584
824
6·981
825
2·741
2/158/515 - Industrial Development
Goxhill Airfield.
827
7·445
M.17711
~~11107~~
(L.C. No 36)
2158/520.
~~M.17708~~ (oc. L.C. 37, 38, 39, 40)
PAPERS No. ~~9746/7~~
828
1·480
747*
1·496
826*
·521
840*
·767
L.N.E.R.
GOXHILL & IMMINGHAM LINE
839*
·451
838*
747
·563
826
·181
S.P.
840
·260
LR 4668
826
·586
South End
LR D121
838
4·247
Chapel Field Road
957
·351
959
·988
958
·105
960
·675
747
2·418
840
2·674
839
2·797
953
·741
955
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956
·892
BM. 27·4
865
1·386
976
3·014
BM. 16·6
G.P.
981
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979
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5·830
Goxhill Hall
Priory
(Remains of)
865
1·141
866
·276
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·133
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·587
978
1·063
980
2·338
Moat
951
8·167
983
·127
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991
5·501
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1·707
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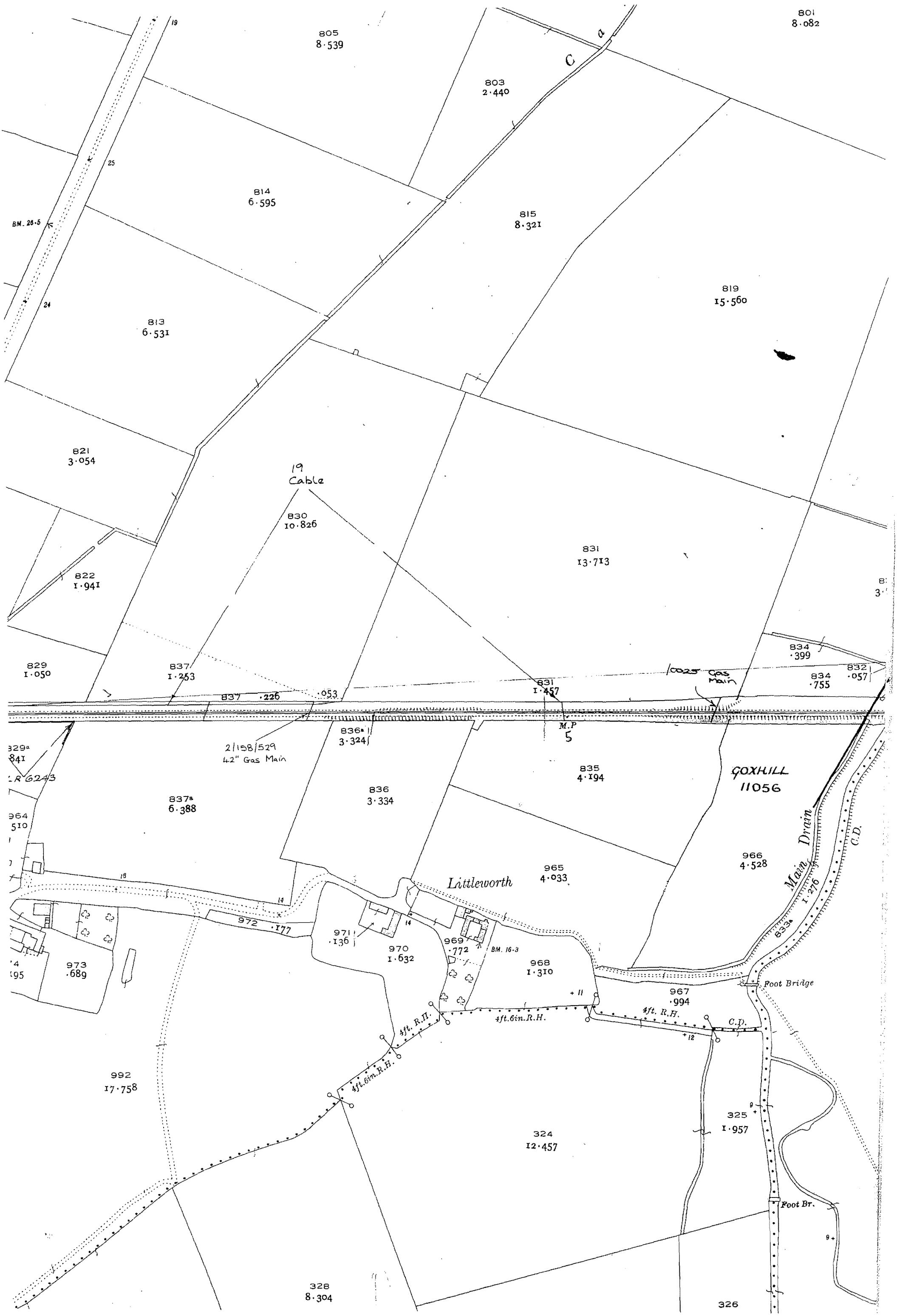
F.P.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42" Gas Main
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GOXHILL
11056
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4·033
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Drain
C.D.
Main
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833a
Littleworth
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970
1·632
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BM. 16·3
968
1·310
967
·994
Foot Bridge
4ft. R.H.
4ft.6in.R.H.
C.D.
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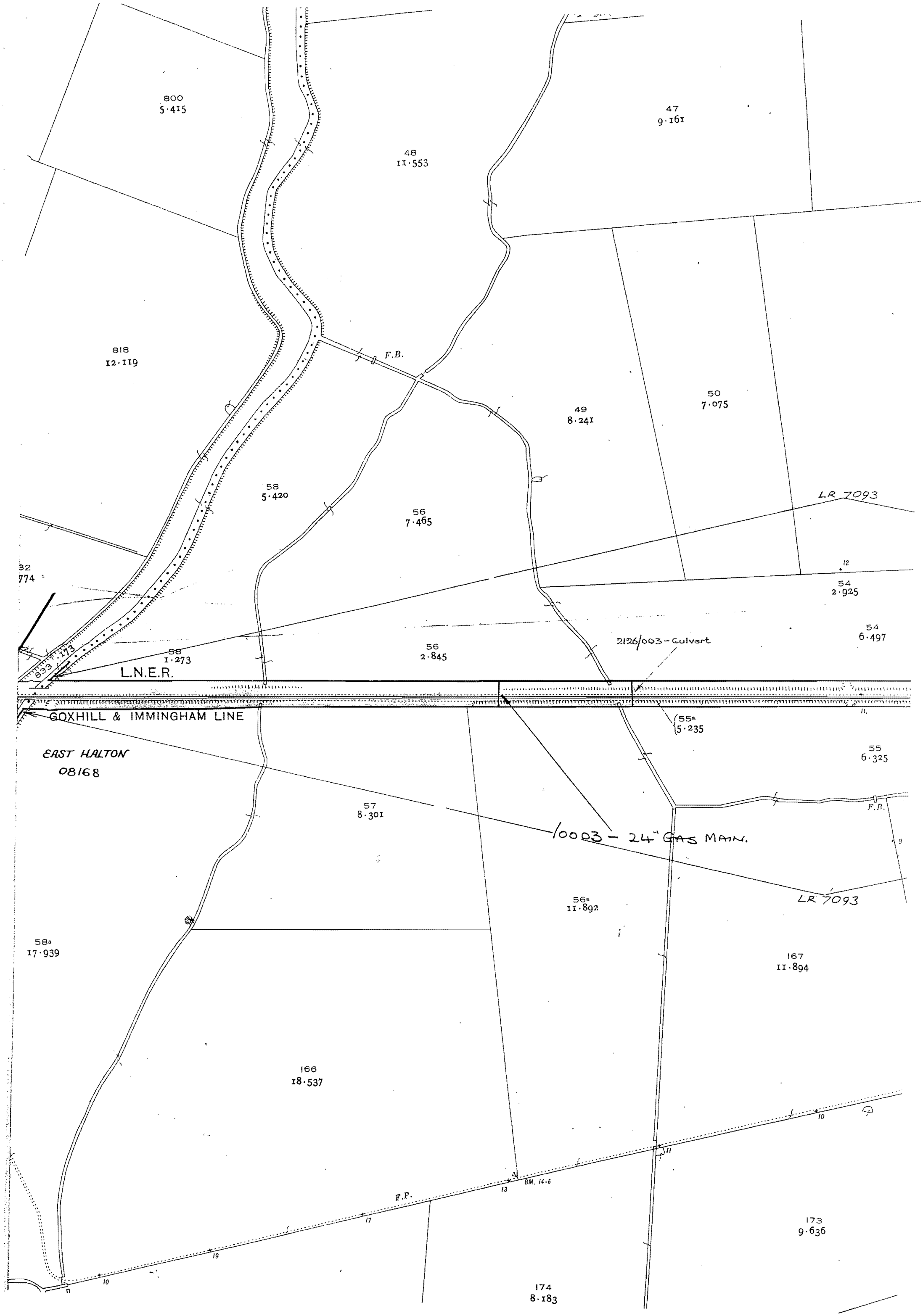
992
17·758
325
1·957
324
12·457
Foot Br.
328
8·304
326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7·075
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8·241
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5·420
56
7·465
LR 7093
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774
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2·925
54
6·497
2126/003 - Culvert
58
1·273
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2·845
833
173
L.N.E.R.
GOXHILL & IMMINGHAM LINE
55a
5·235
EAST HALTON
08168
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8·301
F.B.
10003 - 24" GAS MAIN.
LR 7093
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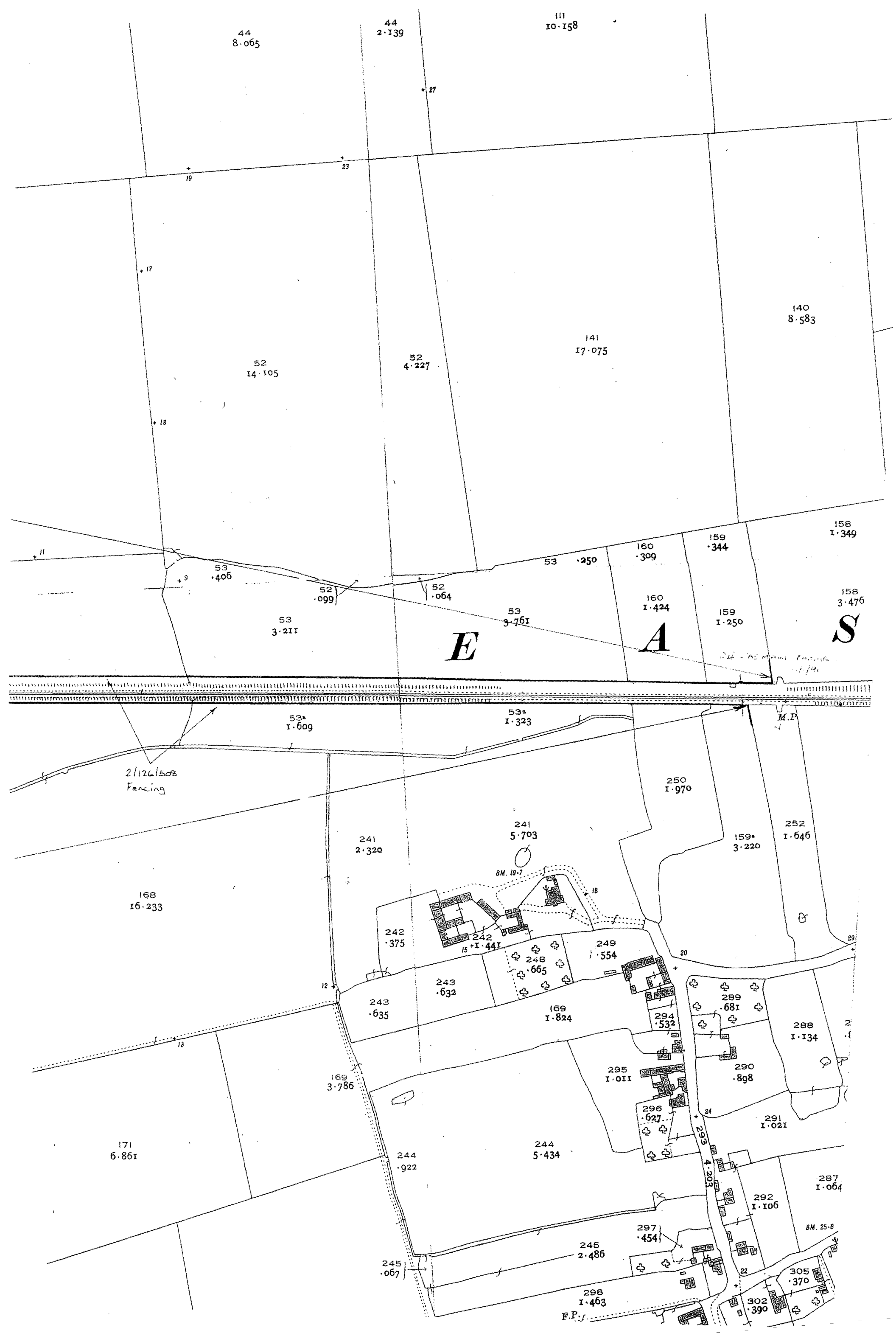
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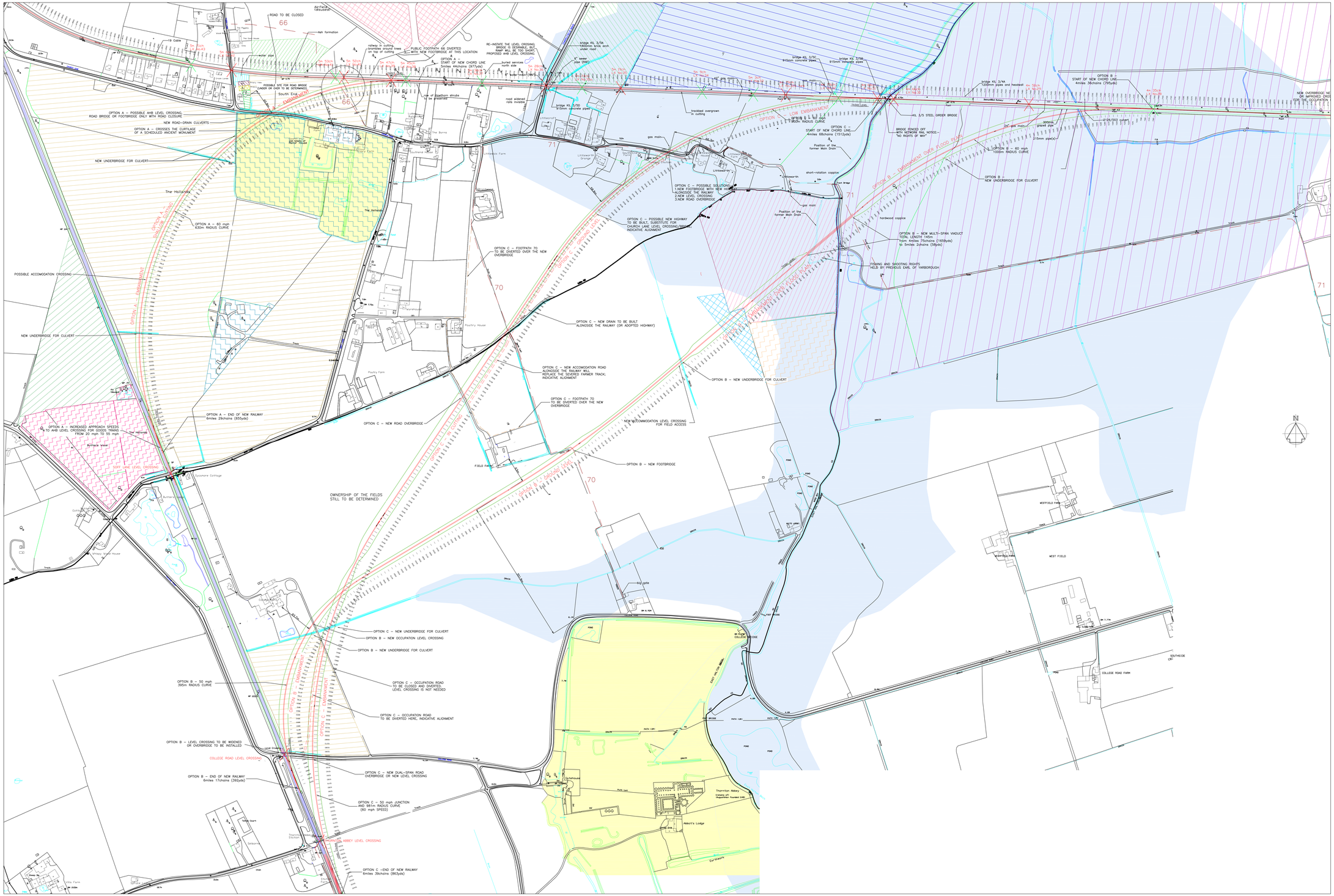

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DO NOT SCALE

NOTES

1. KILLINGHOLME AND GOXHILL
2. ORDNANCE SURVEY GRID REFERENCE TA1020 — TA1219
3. WHOLE AREA IS UNDERLAIN BY A MAJOR AQUIFER OF HIGH PERMEABILITY
4. EMBANKMENT AND CUTTING WIDTHS ARE INDICATIVE ONLY AND SUBJECT TO GEO-TECHNICAL INVESTIGATION

KEY:

- FREEHOLD LAND HM LAND REGISTRY TITLE NO: 195285 OWNER: JAMES
- FREEHOLD LAND HM LAND REGISTRY TITLE NO: 206579 OWNER: ENGLAND
- FREEHOLD LAND HM LAND REGISTRY TITLE NO: 209948 OWNER: SOMERSCALES
- FREEHOLD LAND HM LAND REGISTRY TITLE NO: 223090
- FREEHOLD LAND HM LAND REGISTRY TITLE NO: 285172 OWNER: CANKWELL
- FREEHOLD LAND HM LAND REGISTRY TITLE NO: 285374
- FREEHOLD LAND HM LAND REGISTRY TITLE NO: 288814 OWNER: ROBINSON
- FREEHOLD LAND HM LAND REGISTRY TITLE NO: 288815 OWNER: ROBINSON
- FREEHOLD LAND HM LAND REGISTRY TITLE NO: 289912 OWNER: WILKINS
- FREEHOLD LAND HM LAND REGISTRY TITLE NO: 304494
- FREEHOLD LAND HM LAND REGISTRY TITLE NO: 304495
- FREEHOLD LAND HM LAND REGISTRY TITLE NO: 317759 OWNER: FAULDING
- FREEHOLD LAND HM LAND REGISTRY TITLE NO: 329063 OWNER: LARI
- FREEHOLD LAND HM LAND REGISTRY TITLE NO: 339806 OWNER: KEIGAR HOMES LTD
- FREEHOLD LAND HM LAND REGISTRY TITLE NO: 342229 OWNER: TURNER
- FREEHOLD LAND HM LAND REGISTRY TITLE NO: 346522
- AREAS AT RISK OF FLOODING WITHOUT FLOOD DEFENCES
- SCHEDULED ANCIENT MONUMENT (SAM)
- FORMER LEVEL CROSSING – DISUSED NOW
- FORMER LEVEL CROSSING – VISIBLY IN USE
- F.A. FARM ACCESS AT THIS POINT
- EXTENT OF THE PROPOSED LANDTAKE

Rev.	Date	Descriptions of Revision	Des.	Chkd	Appr.

Client

Network Rail
London North Eastern Territory
Infrastructure Enhancements
George Stephenson House
Tuffi Green, York
YO1 6JT

Railway Infrastructure Services
PO Box 298
York
YO1 6YH
T: 01904 454600
F: 01904 454601

Status: **WORKING DRAWING**

Designed	VR	Checked	HP
Approved	JA	Date	29/09/2008

KILLINGHOLME AND GOXHILL

GENERAL ARRANGEMENT
OPTIONS A, B AND C

Scale	1:2500	CAD	VR

K:\B50138\Transport Planning drawings

Drawing Number	Revision
B50138-001Y/002	A

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Appendix C: Level Crossings

ELR	Miles	Chains	Name (if exists)	Alternative or Descriptive Name	R.O.W. Status	Sec.Status	Usage	Xing No.	OSGR
BAR	102	9	**BYSTABLE LANE**	CARR LANE	H		USED	10	TA114175
BAR	102	43	**STOTHARDS**		B		USED	10A	TA113181
BAR	103	1	**THORNTON ABBEY STATION**		P		USED	11	TA109189
BAR	103	12	**BARTON ROAD**	COLLEGE ROAD	H		USED	12	TA109190
BAR	103	48	**BUTTERSWOOD**	SOFF LANE	H		USED	13	TA106197
BAR	104	24	**SOUTH END**		B		USED	14	TA102207
BAR	104	52	**GOXHILL STATION**	HOWE LANE	H		USED	15	TA099213
KIL1	104	55	**WESTERN ENTRANCE**		E		USED		TA183166
KIL2	0	1		former HUMBER ROAD crossing	C		UNUSED	1	TA185170
KIL2	0	11			C		UNUSED	2	TA184171
KIL2	0	16		north of HUMBER ROAD	C		UNUSED	3	TA183172
KIL2	0	38			C		UNUSED	4	TA180175
KIL2	0	49	**MARSH FARM**	MARSH FARM LANE	P	O	USED	5	TA178177
KIL2	0	56		Killingholme Marshes	C		UNUSED	6	TA178178
KIL2	0	64			C		UNUSED	7	TA177179
KIL2	0	67			C		UNUSED	8	TA176180
KIL2	1	0			C		UNUSED	9	TA175182
KIL2	1	4	**REGENT OIL COMPANY**		O		USED	10	TA174182
KIL2	1	16?		11(tagged)	O		UNUSED	11	TA173184
KIL2	1	29		11a	C		UNUSED	11a	TA171187
KIL2	1	38		NO.12	O		UNUSED	12	TA171188
KIL2	1	39			S		UNUSED	13	TA170188
KIL2	1	54		no.14	C		USED	14	TA169191
KIL2	1	62		no.15	C		UNUSED	15	TA168192
KIL2	1	64		no.16	C		UNUSED	16	TA168193
KIL2	1	73		no.17	C		UNUSED	17	TA167194
KIL2	2	19	**NEW INN**	HAVEN ROAD	H		USED	18	TA164198
KIL2	2	34	**SHELL MEX**		A		USED	19	TA161200
KIL2	2	44	**YORKSHIRE TAR**		A		USED	20	TA159201
KIL3	2	74	**end of Killingholme Line**	stop buffer	C		USED	21	TA154203
KIL3	3	6			C		USED	22	TA151204
KIL3	3	22		F.P. 74	C		USED	23	TA148205
KIL3	4	0			C		UNUSED	24	TA137206
KIL3	4	2			C		UNUSED	25	TA136206
KIL3	4	4			C		UNUSED	26	TA136206
KIL3	4	10		MANOR HOUSE FARM	C		USED	27	TA134206
KIL3	4	35			C		UNUSED	28	TA130206

KIL3	4	50			C		USED	29	TA127206
KIL3	4	66			C		USED	30	TA123206
KIL3	4	68			C		USED	31	TA123206
KIL3	4	73			C		UNUSED	32	TA122206
KIL3	4	79		LITTLEWORTH FARM	C		USED	32a	TA121206
KIL3	5	3			C		UNUSED	33	TA120206
KIL3	5	9			C		UNUSED	34	TA119206
KIL3	5	19			C		USED	35	TA117206
KIL3	5	24			C		UNUSED	35a	TA116207
KIL3	5	28	**CHAPELFIELD LANE**		C		USED	36	TA115207
KIL3	5	36			C		UNUSED	37	TA113207
KIL3	5	45			C		UNUSED	38	TA111207
KIL3	5	47			C		USED	39	TA111207
KIL3	5	52	**PRIORY FARM**	F.P. 66	C		USED	40	TA110207
KIL3	5	53			C		UNUSED	41	TA110207
KIL3	5	66	**THORN LANE**		C		USED	42	TA107207
KIL3	5	71			C		UNUSED	43	TA106207
KIL3	6	14	**CHURCH SIDE**		C		USED	44	TA102209

NB: between LX nos. 21 and 36 there could be an error in the numbering, due to any new or extinguished crossing.
Several Level Crossings on the existing line (KIL2) have been deleted from NR's list of crossings.
LX no. 11 and 12 had mistaken OSGR info, but correct chainage

Appendix D: Structures (GEOGIS data)

GEOGIS
22/07/2008

Track Age of Road Details

ELR	Track ID	-----Mile Start	age----- Finish	Record Length	Track Type	Rail Section	Left Rail Weight	Left Rail Alloy	Left Rail Yr Laid
KIL1	1300	104.0012	104.0053	0.0041	TC	F	K	L	2005
KIL1	1300	104.0053	104.0155	0.0102	J	F	K	9	1984
KIL1	1300	104.0155	104.0183	0.0028	J	F	K	L	2005
KIL1	1300	104.0183	104.0224	0.0041	TC	F	K	L	2005
KIL1	1300	104.0224	104.0244	0.0020	C	F	K	L	2005
KIL1	1300	104.0244	104.0824	0.0580	C	F	0	9	1978
KIL1	1300	104.0824	104.1004	0.0180	C	F	J	D	1997
KIL1	1300	104.1004	104.1024	0.0020	A	F	J	D	2006
KIL1	1300	104.1024	104.1098	0.0074	C	F	J	D	1997
KIL1	1300	104.1098	104.1474	0.0376	C	F	0	9	1978
KIL1	1300	104.1474	104.1515	0.0041	TC	F	K	D	1979
KIL1	1300	104.1515	104.1562	0.0047	C	F	K	9	1979
KIL1	1300	104.1562	104.1672	0.0110	C	F	K	9	1979
KIL1	1300	104.1672	104.1716	0.0044	J	F	K	9	1979
KIL1	1300	104.1716	105.0202	0.0246	J	F	K	D	1994
KIL1	1300	105.0202	105.0220	0.0018	J	F	K	D	1994
KIL1	1800	104.0184	104.0213	0.0029	TC	F	K	L	2005
KIL1	1800	104.0213	104.0246	0.0033	FX	F	K	L	2005
KIL1	1800	104.0246	104.0257	0.0011	J	F	K	L	2005
KIL1	2300	104.0132	104.0173	0.0041	TD	F	K	L	2005
KIL1	2300	104.0173	104.0183	0.0010	J	F	K	D	1984
KIL1	2300	104.0183	104.0213	0.0030	TC	F	K	L	2005
KIL1	2300	104.0213	104.0246	0.0033	FX	F	K	L	2005
KIL1	2300	104.0246	104.0251	0.0005	C	T	T	D	2005
KIL1	2300	104.0251	104.0261	0.0010	C	F	S	D	2005
KIL1	2300	104.0261	104.0792	0.0531	C	F	S	D	2002
KIL1	2300	104.0792	104.0815	0.0023	C	F	S	D	2002
KIL1	2300	104.0815	104.0820	0.0005	C	T	T	D	2002
KIL1	2300	104.0820	104.0967	0.0147	C	F	K	D	1997
KIL1	2300	104.0967	104.0987	0.0020	A	F	K	G	2007
KIL1	2300	104.0987	104.1108	0.0121	C	F	K	D	1997
KIL1	2300	104.1108	104.1233	0.0125	C	F	K	D	2002
KIL1	2300	104.1233	104.1300	0.0067	C	F	K	9	1997
KIL1	2300	104.1300	104.1320	0.0020	A	F	K	9	1997
KIL1	2300	104.1320	104.1386	0.0066	C	F	K	9	1997
KIL1	2300	104.1386	104.1408	0.0022	C	F	K	9	1997
KIL1	2300	104.1408	104.1430	0.0022	C	F	K	9	1997
KIL1	2300	104.1430	104.1471	0.0041	TC	F	K	D	1997
KIL1	2300	104.1471	104.1503	0.0032	C	F	K	9	1997
KIL1	2300	104.1503	104.1546	0.0043	TC	F	J	D	1997
KIL1	2300	104.1546	104.1559	0.0013	C	F	K	9	1997
KIL1	2300	104.1559	104.1580	0.0021	J	T	T	D	2002
KIL1	2300	104.1580	104.1619	0.0039	TC	F	S	D	2001
KIL1	2300	104.1619	104.1655	0.0036	TC	F	S	D	2001
KIL1	2300	104.1655	104.1677	0.0022	J	F	S	D	2002
KIL1	2300	104.1677	104.1716	0.0039	J	F	S	D	2002
KIL1	2300	104.1716	104.1744	0.0028	J	F	S	D	2002
KIL1	2300	104.1744	105.0220	0.0236	J	F	S	H	2007
KIL1	2800	104.0184	104.0218	0.0034	TC	F	K	L	2005
KIL1	2800	104.0218	104.0246	0.0028	J				0

KIL1	3700	104.1474	104.1511	0.0037	TC	F	K	D	1979
KIL1	3700	104.1511	104.1546	0.0035	TC	F	J	D	1997
KIL1	3801	104.1619	104.1655	0.0036	TC	F	S	D	2001
KIL1	3801	104.1655	105.0220	0.0325	J	F	S	D	2002
KIL1	3802	104.1580	104.1614	0.0034	TC	F	S	D	2001
KIL1	3802	104.1614	104.1645	0.0031	TC	F	S	D	2001
KIL1	3802	104.1645	104.1693	0.0048	J	F	S	D	2002
KIL1	3802	104.1693	104.1728	0.0035	TC	F	S	D	2001
KIL1	3802	104.1728	105.0220	0.0252	J	F	S	D	2002
KIL1	3900	104.1430	104.1512	0.0082	0				0
KIL1	3901	104.1614	104.1645	0.0031	TC	F	S	D	2001
KIL1	3901	104.1645	104.1691	0.0046	J	F	S	D	2002
KIL2	1300	0.0000	0.0069	0.0069	J	F	K	D	1994
KIL2	1300	0.0069	0.0110	0.0041	TC	F	K	D	1971
KIL2	1300	0.0110	0.0132	0.0022	TB	F	K	D	1983
KIL2	1300	0.0132	0.0173	0.0041	TC	F	K	D	1971
KIL2	1300	0.0173	0.0209	0.0036	J	F	J	9	1971
KIL2	1300	0.0209	0.0250	0.0041	TC	F	K	D	1971
KIL2	2300	0.0000	0.0066	0.0066	J	F	S	H	2007
KIL2	2300	0.0066	0.0107	0.0041	TC	F	K	D	1985
KIL2	2300	0.0107	0.0209	0.0102	C	F	K	9	1971
KIL2	2300	0.0209	0.0250	0.0041	TC	F	K	D	1971
KIL2	3300	0.0250	0.1228	0.0978	C	F	F	9	1971
KIL2	3300	0.1228	0.1254	0.0026	C	F	C	9	1971
KIL2	3300	0.1254	0.1289	0.0035	TC	B	0	0	1958
KIL2	3300	0.1289	1.0088	0.0559	C	F	I	9	1972
KIL2	3300	1.0088	1.0110	0.0022	C	F	K	D	1972
KIL2	3300	1.0110	1.0132	0.0022	C	F	I	9	1972
KIL2	3300	1.0132	1.0173	0.0041	TC	F	K	D	1972
KIL2	3300	1.0173	1.0306	0.0133	C	F	I	9	1972
KIL2	3300	1.0306	2.0374	1.0068	C	F	I	9	1976
KIL2	3300	2.0374	2.0418	0.0044	C	F	K	G	2006
KIL2	3300	2.0418	2.0430	0.0012	C	F	I	9	1976
KIL2	3300	2.0430	2.0627	0.0197	C	F	I	9	1976
KIL2	3300	2.0627	2.0750	0.0123	C	F	K	D	2002
KIL2	3300	2.0750	2.0770	0.0020	C	F	C	9	1976
KIL2	3300	2.0770	2.0826	0.0056	C	F	K	D	2002
KIL2	3300	2.0826	2.0846	0.0020	A	F	K	D	2002
KIL2	3300	2.0846	2.0876	0.0030	TB	F	0	0	1970
KIL2	3300	2.0876	2.0888	0.0012	C	F	K	D	2002
KIL2	3300	2.0888	2.0917	0.0029	TB	F	0	0	1970
KIL2	3300	2.0917	2.0937	0.0020	A	F	K	D	2002
KIL2	3300	2.0937	2.0959	0.0022	C	F	K	D	2002
KIL2	3300	2.0959	2.1517	0.0558	C	F	K	D	2002
KIL2	3300	2.1517	2.1540	0.0023	A	F	K	D	2002
KIL2	3700	0.0066	0.0088	0.0022	TC	F	K	D	1985
KIL2	3700	0.0088	0.0110	0.0022	TC	F	K	D	1971
KIL2	3800	0.0112	0.0132	0.0020	TB	F	K	D	1983
KIL2	3800	0.0132	0.0170	0.0038	J	F			0
KIL2	3801	0.0000	0.0110	0.0110	J	F	S	D	2002
KIL2	3801	0.0110	0.0115	0.0005	J	T	T	D	2002
KIL2	3801	0.0250	0.0275	0.0025	TC	F	K	0	0
KIL2	3801	0.0275	0.0576	0.0301	J	F	J	9	1971
KIL2	3801	0.0576	0.0604	0.0028	TB	F	J	0	1971
KIL2	3801	0.0604	0.0997	0.0393	J	F	F	9	1971
KIL2	3802	0.0000	0.0110	0.0110	J	F	S	D	2002

KIL2	3802	0.0110	0.0115	0.0005	J	T	T	D	2002
KIL2	3802	0.0134	0.0173	0.0039	TC	F	K	D	1971
KIL2	3802	0.0173	0.0250	0.0077	J	F	J	9	1971
KIL2	3802	0.0250	0.0275	0.0025	TC	F	K	0	0
KIL2	3802	0.0275	0.0315	0.0040	J	F	J	9	1971
KIL2	3803	0.0576	0.0686	0.0110	J	F	J	9	1971
KIL2	3900	0.1254	0.1324	0.0070	0				0
KIL2	3900	2.0794	2.0826	0.0032	0				0
KIL2	3900	2.0826	2.0836	0.0010	CP	0	0	0	0
KIL2	3900	2.0836	2.0846	0.0010	0				0
KIL2	3900	2.0846	2.0876	0.0030	TB	F	0	0	1970
KIL2	3901	2.0854	2.0888	0.0034	0				0
KIL2	3901	2.0888	2.0914	0.0026	TB	F	0	0	1970

Left Rail New/Serv	Left Rail Yr Rolled	Right Rail Weight	Right Rail Alloy	Right Rail Yr Laid	Right Rail New/Serv	Right Rail Yr Rolled	Check Rail	Sleeper-Baseplate
N							C	C
N							N	C N
N	05						N	F27
N							C	C
N	05						N	F27
N							N	F27
N	96						N	F40
N	96						N	F40
N	96						N	F40
N							N	F27
N							C	J
N							N	F27
N							N	F27
N							N	F27
N							G	J PAN
N							G	J PAN
N							C	C
N							C	C
N	05						N	F27
N							C	C
N	84						N	C N
N							C	C
N							C	C
N	05						N	J PAN
N	05						N	G44
N	02						N	G44
N	02						N	G44
N	02						N	J PAN
N							N	F40
N	07						N	F40
N							N	F40
N	02						N	G44
N							N	F40
N							N	F40
N							N	F40
N							N	F40
N							N	F40
N							C	F40
N							N	F40
N							C	F40
N							N	F40
N	01						N	G44
N							0	C
N							0	C
N	01						C	G44
N	01						C	G44
N	01						C	G44
N	07						C	J P6
N							C	C
								0

N		C	J
N		C	F40
N		0	C
N	01	C	G44
N		0	C
N		0	C
N	01	C	G44
N		0	C
N	01	C	G44
			0
N		0	C
N	01	C	G44
N		G	J PAN
N		C	J
N		C	J
N		C	J
N		N	J PAN
N		C	J
N	07	N	J P6
N		C	J
N		N	J PAN
N		C	J
S		N	W PAN
N		N	W OTH
0		C	W BH
S		N	J PAN
N	07	N	J PAN
S		N	J PAN
N		C	J
S		N	J PAN
S		N	J PAN
N	06	N	J PAN
S		N	J PAN
S		N	F27
N	01	N	HH10
N		N	F27
N	01	N	HH10
N	01	N	J PAN
0		C	J KEN
N	01	N	J PAN
0		C	J KEN
N	01	N	J PAN
N	01	N	J PAN
N	01	N	HH10
N	01	N	J PAN
N		C	J
N		C	J
N		C	J
		N	W
N	01	C	G44
N	01	C	G44
0		0	T
S		N	W PAN
0		C	J P V
S		N	W PAN
N	01	C	G44

N	01	C	G44
N		C	J
N		N	J PAN
0		0	T
N		N	J PAN
N		N	J PAN
			0
			0
0		0	T
			0
0		C	J KEN
			0
0		C	J KEN

Fixing	Rail Fastenings	Sleeper Yr Laid	Sleeper New/Serv	Ballast Method	Ballast Year
I	P		N	T	05
	P	1984	N		
I	P	1984	N	T	05
I	P		N	T	05
I	P	1978	N	T	05
I	P	1978	N		
I	P	1997	N	T	97
I	P	1997	N	T	97
I	P	1997	N	T	97
I	P	1978	N		
S	P		N	T	99
I	P	1979	N	L	07
I	P	1979	N	L	07
I	P	1979	N	L	07
S	P	1994	N	L	07
S	P	1994	N	T	07
I	P		N	T	05
I	P		N	T	05
I	P	1973	N	T	05
I	P		N	T	05
I	P	1984	N		84
I	P		N	T	05
I	P		N	T	05
S	F	2002	N	T	05
D	F	2002	N	T	05
D	F	2002	N	T	02
D	F	2002	N	T	02
S	F	2002	N	T	02
D	P	1997	N	L	02
S	P	1997	N	L	02
D	P	1997	N	L	02
D	F	2002	N	T	02
I	P	1997	N	T	97
I	P	1997	N	T	97
I	P	1997	N	T	97
I	P	1997	N	T	97
I	P	1997	N	T	97
I	P		N	T	97
I	P	1997	N	T	97
I	P		N	T	99
I	P	1997	N	T	97
I	F	2002	N	T	02
I	P		N	T	01
I	P		N	T	01
I	F	2002	N	F	08
I	F	2002	N	T	02
I	F	2002	N	T	02
S	P	2007	N	T	07
I	P		N	T	05

S	P		N	T	99
I	P		N	T	99
I	P		N	T	01
I	F	2002	N	T	02
I	P		N	T	01
I	P		N	T	01
I	F	2002	N	T	02
I	P		N	T	01
I	F	2002	N	T	02
		0			
I	P		N	T	01
I	F	2002	N	T	02
S	P	1994	N	T	07
S	P		N	T	07
S	P		N	T	07
S	P		N	0	71
	P	1971	N		
S	P		N	0	71
S	P	2007	N	T	07
S	P		N	0	85
S	P	1971	N		
S	P		N	0	71
	P	1971	S		
	Z	1971	N		
S	B		0	0	58
	P	1972	N		
I	P	1972	N		
	P	1972	N		
S	P		N	0	72
	P	1972	N		
	P	1976	S		
S	P	1976	S		
	P	1976	S		
I	P	1976	S		
H	P	2002	N	L	02
I	P	1976	N		
H	P	2002	N	L	02
S	P	2002	N	L	02
S	K		0	0	70
S	P	2002	N	T	02
S	K		0	0	70
S	P	2002	N	T	02
S	P	2002	N	T	02
H	P	2002	N	L	02
S	P	2002	N	T	02
S	P		N	0	85
S	P		N	T	07
S	P		N	T	07
S	P	0			
I	F	2002	N	T	02
I	F	2002	N	T	02
0	0		0	0	
	P	1971	S		
S	P		N	0	71
	P	1971	S		
I	F	2002	N	T	02

I	F	2002	N	T	02
S	P		N	0	71
S	P	1971	N		
0	0		0	0	
S	P	1971	N		
	P	1971	N		
		0			
		0			
0	0		0	0	
		0			
S	K		0	0	70
		0			
S	K		0	0	70

GEOGIS
22/07/2008

ELR	Start Mileage MMM.YYYY	Finish Mileage MMM.YYYY	Struc Group	Struc Type
KIL1	104.0352		B	U
KIL1	104.0616		B	C
KIL1	104.0946		X	X
KIL1	104.1210		L	O
KIL1	104.1210		L	O
KIL1	104.1210		X	CCTV
KIL1	104.1260		B	O
KIL1	104.1320		B	O
KIL1	104.1540		X	X
KIL1	104.1672		L	O
KIL1	104.1744		G	SG
KIL1	105.0013	105.0022	B	C
KIL1	105.0152		L	SB
KIL1	105.0198		L	X
KIL1	105.0210		L	O
KIL2	0.0017	0.0026	B	U
KIL2	0.0022		X	X
KIL2	0.0044		B	O
KIL2	0.0330		X	X
KIL2	0.0836		X	UWC
KIL2	0.0858		B	C
KIL2	0.0902		B	O
KIL2	0.1034		B	C
KIL2	0.1034		X	UWC
KIL2	0.1078		X	OC
KIL2	0.1084		X	X
KIL2	0.1166		X	UWC
KIL2	0.1221		B	P
KIL2	0.1232		B	P
KIL2	0.1408		X	X
KIL2	0.1474		X	X
KIL2	1.0000		X	X
KIL2	1.0088		B	C
KIL2	1.0088		X	UWC
KIL2	1.0110		L	SB
KIL2	1.0286		B	C
KIL2	1.0330		L	O
KIL2	1.0330		L	O
KIL2	1.0352		X	UWC
KIL2	1.0484		B	C
KIL2	1.0638		B	C
KIL2	1.0836		X	UWC
KIL2	1.0858		B	C
KIL2	1.0858		X	X
KIL2	1.1034		B	C
KIL2	1.1188		B	C
KIL2	1.1188		X	X
KIL2	1.1199		X	X
KIL2	1.1320		B	C

KIL2	1.1364	X	UWC
KIL2	1.1408	B	O
KIL2	1.1408	X	X
KIL2	1.1606	B	C
KIL2	1.1606	X	X
KIL2	2.0066	B	C
KIL2	2.0092	L	O
KIL2	2.0264	B	U
KIL2	2.0418	B	U
KIL2	2.0418	X	OC
KIL2	2.0748	B	C
KIL2	2.0748	X	UWC
KIL2	2.0792	L	O
KIL2	2.0946	B	C
KIL2	2.0968	X	UWC
KIL2	2.0990	L	O
KIL3	2.1628	B	P
KIL3	2.1628	X	UWC
KIL3	3.0132	X	UWC
KIL3	3.1320	B	O
KIL3	4.0000	X	X
KIL3	4.0044	X	X
KIL3	4.0088	X	X
KIL3	4.0220	X	X
KIL3	4.0770	X	X
KIL3	4.0968	B	P
KIL3	4.1000	B	P
KIL3	4.1012	B	P
KIL3	4.1100	X	X
KIL3	4.1276	B	C
KIL3	4.1452	X	X
KIL3	4.1474	B	U
KIL3	4.1496	B	C
KIL3	4.1496	X	X
KIL3	4.1606	X	X
KIL3	4.1628	B	C
KIL3	5.0066	X	X
KIL3	5.0198	X	X
KIL3	5.0418	X	X
KIL3	5.0528	X	X
KIL3	5.0594	B	C
KIL3	5.0616	B	S
KIL3	5.0616	X	X
KIL3	5.0836	X	X
KIL3	5.0990	X	X
KIL3	5.1034	X	X
KIL3	5.1144	X	X
KIL3	5.1166	X	X
KIL3	5.1452	X	X
KIL3	5.1562	X	X
KIL3	6.0308	X	X

Structure Details

Bridge/Structure Name (and name of part - if any)	Br.No./ Str.No.	Open/ Closed	ROW Status	LC Surface	On >1 ELR
BRI2/8 (ALSO KIL1/1) PIPE CROSSING (OP)	1	O			Yes
1.2M BRICK ARCH CULVERT	1AA	O			No
(BADGERS) REX. : :UNKN !F..Y	104.43<				No
GATE CABIN NO.1	IMGMGCO				No
PORTALOO NO.2	IMGMPLO				No
* WESTERN ENTRANCE * (ABP XING) !FI.Y	104.55				No
WEST HAVEN WAY OP	1A	O			No
COAL CONVEYOR (13 SPANS)	2	O			No
(WESTERN ENTRANCE) REX. : :UNKN !-..Y	104.70<				No
TIMBER SHED	IMGMTSO				No
SIGNAL NO. IW261 & 263	IW261/3				No
SERVICE DUCT CONTAINING TRANSCO PIPE	3	O			No
IMMINGHAM WEST SIGNAL BOX	IMGMWSB				No
KILLINGHOLME SIGNAL BOX - DEMOLISHED	KILHMSB				No
RELAY ROOM	IMGMRRO				No
BRICK ARCH WITH A CON.DECK EXTENSION	1B	O			No
(*HUMBER ROAD*) REX. : :UNKN !FIPY	00.01<		C	C	No
2 NO.CONVEYOR BELTS. OP	1C	O			No
REX.21:09:1972 !F..Y	00.15<				No
TAGGED.07:12:1993 !F..Y	0.38		A		No
900MM.BRICK ARCH,HEADWALL & CONC.PIPES.	1CC	O			No
PIPE GANTRY NEW 1992 OP	1D	O			No
915MM.BRICK ARCH & HEADWALLS.	1E	O			No
ABDN !F..Y	0.47		A	T	No
MARSH FARM !FI.Y	0.49		O	P	No
REX. : :UNKN !F..Y	00.49<				No
!F..Y	0.53		A	U	No
8 NO. STEEL SERVICE PIPES (OP)	1F	O			No
300MM DIA E/W PIPES & CONCRETE H/WALLS	1232	O			No
REX.14:10:1957 !FIPY	00.64<				No
REX.14:10:1957 !FIPY	00.67<				No
REX.14:10:1957 !FIPY	01.00<				No
915MM.BRICK ARCH,HEADWALLS & ABUTMENTS.	1G	O			No
REGENT OIL COMPANY !FI.Y	1.04		OR		No
SIGNAL BOX STATION ROAD CROSSING	IMGMLSB				No
915MM.BRICK ARCH & HEADWALLS.	1H	O			No
KILLINGHOLME CROSSING P/WAY CABIN A	IMGMLPA				No
KILLINGHOLME CROSSING P/WAY CABIN B	IMGMLPB				No
TAGGED.06:07:1994 !FIPY	1.16				No
915MM.BRICK ARCH & HEADWALLS.	1J	O			No
915MM.BRICK ARCH & HEADWALLS.	1K	O			No
!FIPY	1.38				No
915MM.BRICK ARCH & HEADWALLS.	1L	O			No
REX.06:11:1986 !FIPY	01.39<		A		No
930MM.BRICK ARCH & HEADWALLS.	1M	O			No
915MM.BRICK ARCH & HEADWALLS.	1N	O			No
REX:06:11:1986 !FIPY	01.54<		A		No
REX.06:11:1986 !FIPY	01.54C				No
915MM.BRICK ARCH & HEADWALLS.	1P	O			No

!F..Y	1.62		O	No
KILLINGHOLME POWER STATION OP	1A	O		No
REX.24:03:1976 !F..=	01.64<			No
915MM.BRICK ARCH & HEADWALLS.	1AA	O		No
REX.06:11:1986 !FIPY	01.73<			No
915MM.BRICK ARCH & HEADWALLS.	1AB	O		No
P/WAY CABIN	IMGMLPC			No
NR HAVEN RD L.C/RAIL OVER WATER	1	O		No
KILLINGHOLME HAVEN RD LC.RAIL OVER WATER	2	C		No
* NEW INN ROAD * *!FE.Y	02.19*		H	No
915MM.BRICK ARCH HEADWALLS.	2A	C		No
SHELL MEX OIL COMPANY !F..Y	2.34		O	No
N KILL - HAVEN P/WAY CABIN	NKILHPH			No
3 NO. 920MM CONCRETE PIPES OP	2B	O		No
YORKSHIRE TAR DISTILLERS !F..Y	2.44		O	No
TOKEN CABIN	IMGMTCO			No
250MM.PIPE/UNABLE TO FIND INLET 1994	21628	C		No
!-..=	2.74			No
!-..=	3.06			No
EAST HALTON ROAD	4	C	H	No
LINE CLOSED 1963 !-..=	04.00<			No
LINE CLOSED 1963 !-..=	04.02<			No
LINE CLOSED 1963 !-..=	04.04<			No
LINE CLOSED 1963 !-..=	04.10<			No
LINE CLOSED 1963 !-..=	04.35<			No
225MM.PIPE UNDER NFER DUE TO SIZE	40968	C		No
300MM.SALT GLAZED PIPE/SUGGEST NFER	41000	C		No
300MM.SALT GLAZED PIPE/CONC.HEADWALL	41012	C		No
LINE CLOSED 1963 !-..=	04.50<			No
1200MM.DIA.PIPES & HEADWALL	4A	C		No
LINE CLOSED 1963 !-..=	04.66<			No
EAST HALTON (EX. SKITTER) BECK	5	O	C	No
915MM.CONCRETE PIPES & HEADWALL	5B	C		No
LINE CLOSED 1963 !-..=	04.68<			No
LINE CLOSED 1963 !-..=	04.73<			No
915MM.CONCRETE PIPES & HEADWALL	5C	C		No
LINE CLOSED 1963 !-..=	05.03<			No
LINE CLOSED 1963 !-..=	05.09<			No
LINE CLOSED 1963 !-..=	05.19<			No
LINE CLOSED 1963 !-..=	05.24<			No
915MM.DIA.CONCRETE PIPES & HEADWALL	5D	C		No
1.8M BRICK ARCH UNDER ROAD	5A	E		No
(*CHAPELFIELD LANE*) CLOSED 1963 !-..=	05.28<			No
LINE CLOSED 1963 !F..=	05.38<			No
LINE CLOSED 1963 !F..=	05.45<			No
LINE CLOSED 1963 !F..=	05.47<			No
LINE CLOSED 1963 !F..=	05.52<			No
LINE CLOSED 1963 !-..=	05.53<			No
(*THORN LANE*) LINE CLOSED 1963 !-..Y	05.66<			No
LINE CLOSED 1963 !-..=	05.71<			No
(CHURCH LANE) LINE CLOSED 1963 !-..Y	06.14<			No

Appendix E: Land Plans

406

LR
406

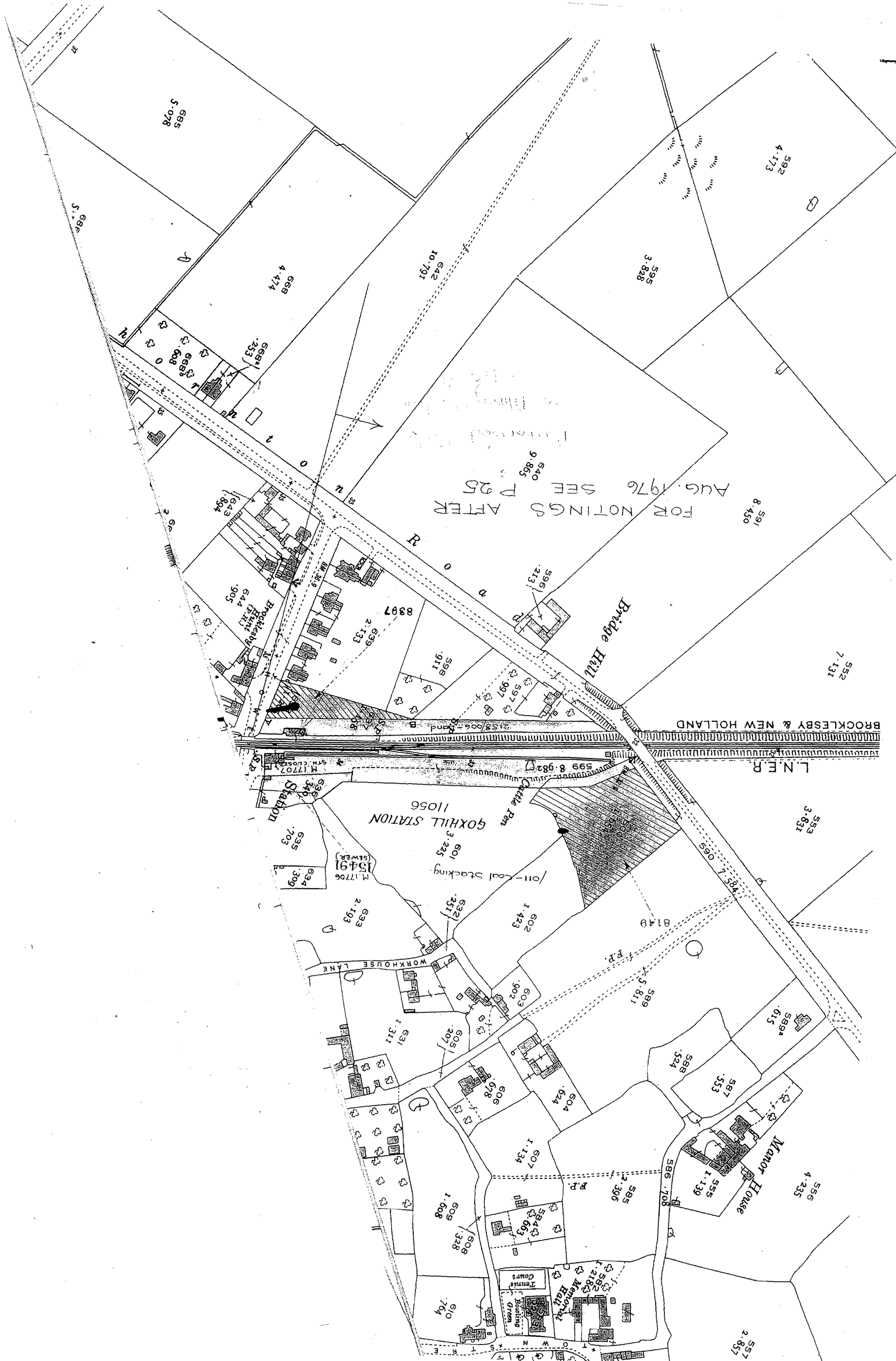
Manchester

GOXHILL TO IMMINGHAM

25 INCH ORDNANCE

SURVEYOR
LIVERPOOL STREET

P29


FOR NOTINGS AFTER
AUG. 1976 SEE P25
Bridge Hall
Road
Town
Brocklesby Hall (P.H.)
Bowling Green
Memorial Hall
Temple Court
Manor House
GOXHILL STATION
11056
Cattle Pen
Station
L.N.E.R.
BROCKLESBY & NEW HOLLAND
Oil-Coal Stacking
WORKHOUSE LANE
P.P.
M.17706 (SEWER)
15491
M.17702 STM. CLOSED
Stand B
8149
7.584
6.085
8897
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Methodist Church (Primitive)
611 1·477
613 1·277
615 ·443
Vicarage
BM. 35·8
CHAPEL STREET
Sunday School
TOWN STREET
HIGH STREET
625a ·691
625 ·604
626 ·913
627 ·377
School
Methodist Church (Wesleyan)
Aviary
Mayfield House
630 ·376
Parish Room
629 25·065
628 4·703
KING STREET
CHURCH LANE
P.O.
F.P.
Grave Yard
649a 1·686
BM. 46·9
All Saints' Church (Vicarage)
New Hall
S.B
S.P
646 4·555
647 1·052
649 ·409
650 5·279
645 1·299
648 1·202
662 ·147
658 ·516
660 ·472
661 ·731
666a 3·109
665 1·071
664 2·522
663 3·020
694 1·868
666 4·087
688a ·548
688 2·242
688b ·946
693 2·346
M.17709 (L.C. No 44)
26980
691 1·372
690a 3·290
692 1·109
687a 1·406
689 2·287
687 2·438
709 ·761
690 3·062
708 2·809
27271
710 ·258
GOXHILL &
9·234
G.P
BM. 32·6
BM. 37·5
707 ·308
728 1·480
727 6·169
726 ·443
736 ·005
728 ·331

Thorn Lane
Wood Rising
PROPOSED NEW 2158/513
CURVE
LR 6375
19 Cable
Well
653 5·208
654 3·738
698 ·005
746 ·789
700 M.13.377
747 2·472
732 1·134
732 2·496
864 8·197
699 3·731
698 4·112
654 8·821
653 8·353
731 ·346
731 ·419
863 ·060
731a ·558
701 ·563
733 ·357
862 1·563
702c ·576
702a ·332
703 ·540
729 ·481
730 ·330
734 9·864
861 18·079
620a 1·527
620 ·681
652 3·051
621 2·272
655 2·394
656 10·071
697 5·136
696 3·356
704 2·047
729a ·764
705 1·443
734 ·145

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2·741
2/158/515 - Industrial Development
Goxhill Airfield.
827
7·445
M.17711
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(L.C. No 36)
2158/520.
~~M.17708~~ (oc. L.C. 37, 38, 39, 40)
PAPERS No. ~~9746/7~~
828
1·480
747*
1·496
826*
·521
840*
·767
L.N.E.R.
GOXHILL & IMMINGHAM LINE
839*
·451
838*
747
·563
826
·181
S.P.
840
·260
LR 4668
826
·586
South End
LR D121
838
4·247
Chapel Field Road
957
·351
959
·988
958
·105
960
·675
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BM. 27·4
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BM. 16·6
G.P.
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5·830
Goxhill Hall
Priory
(Remains of)
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1·141
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866
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982
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978
1·063
980
2·338
Moat
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8·167
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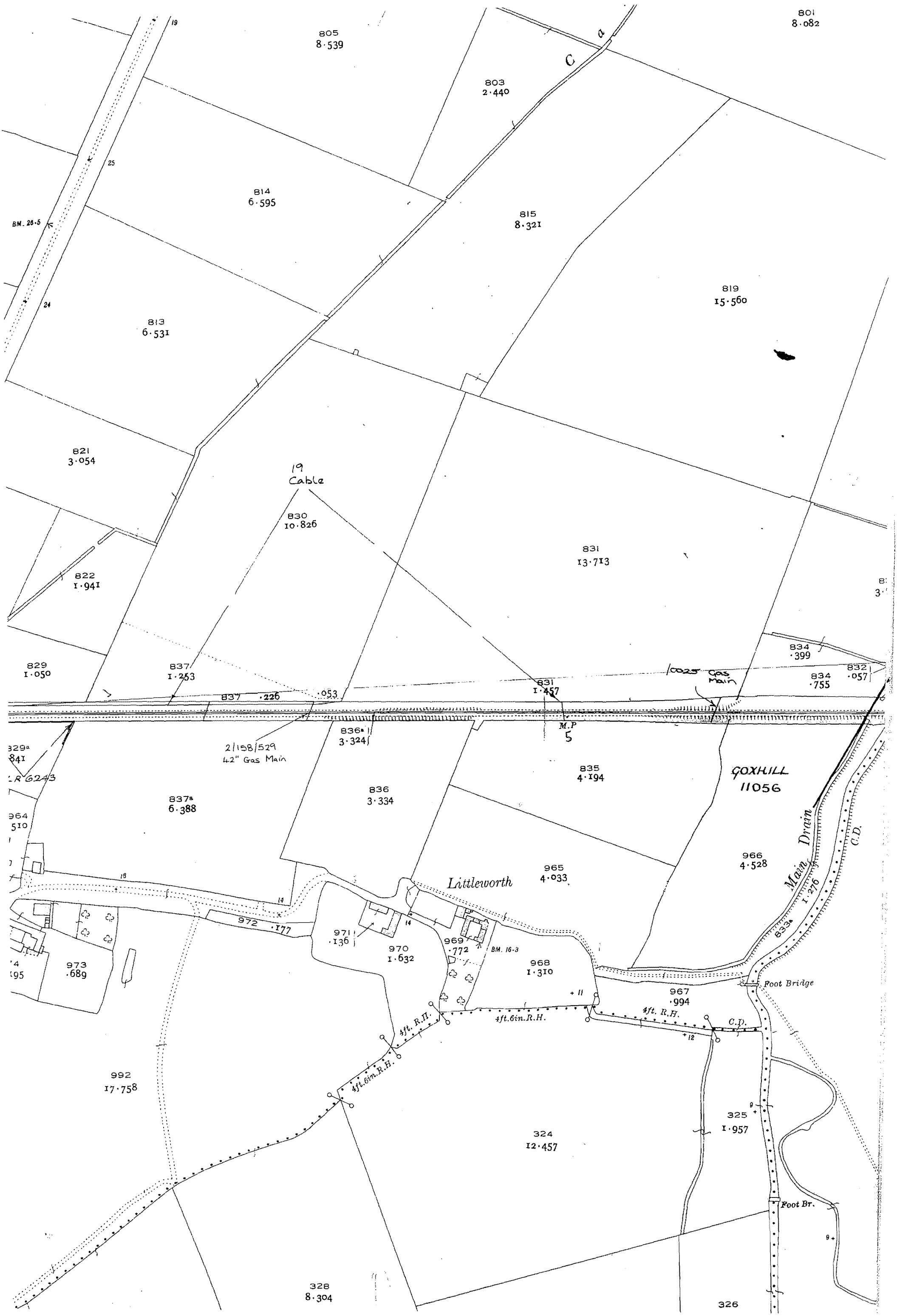
·073
F.P.


805
8·539
803
2·440
801
8·082
814
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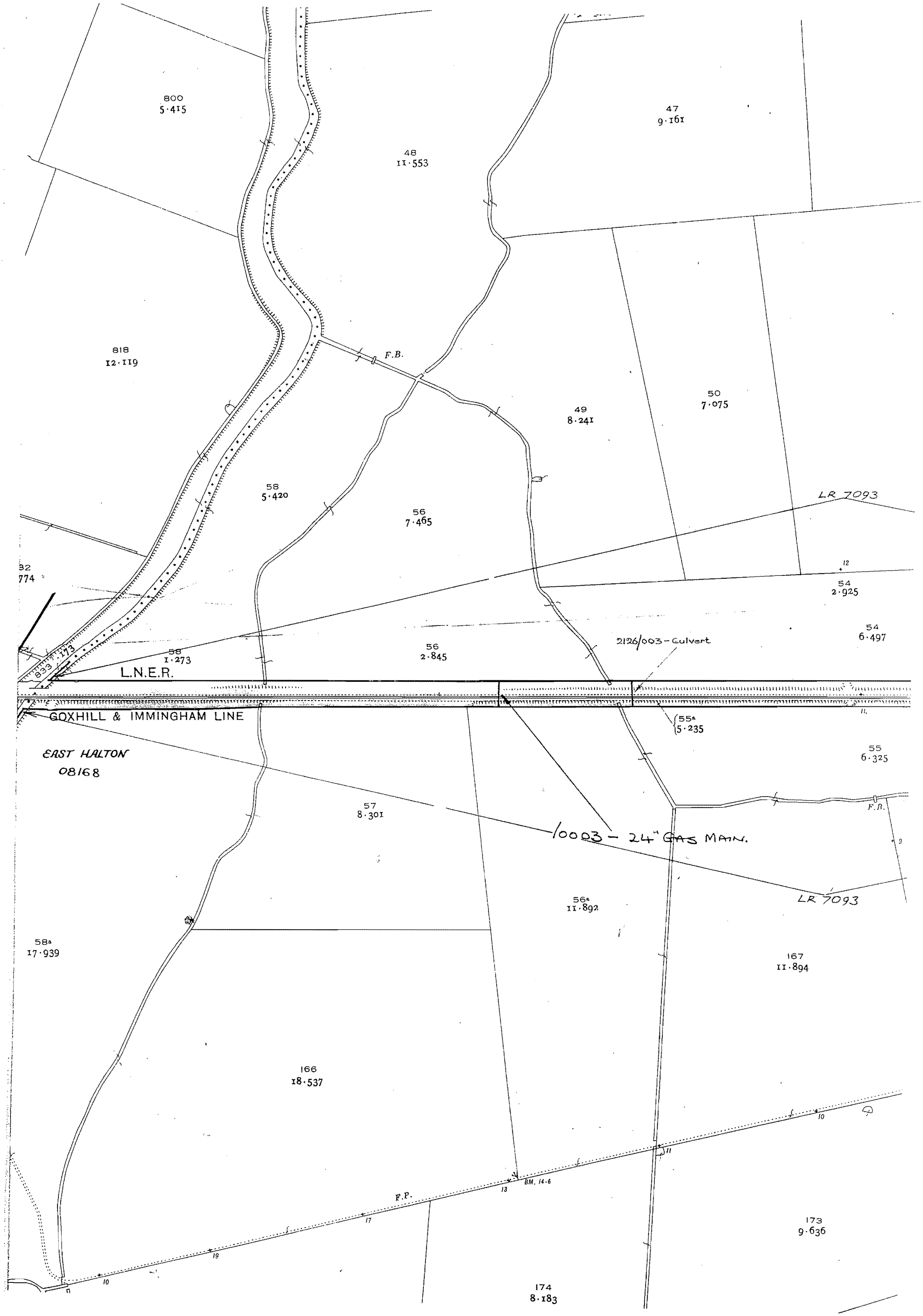
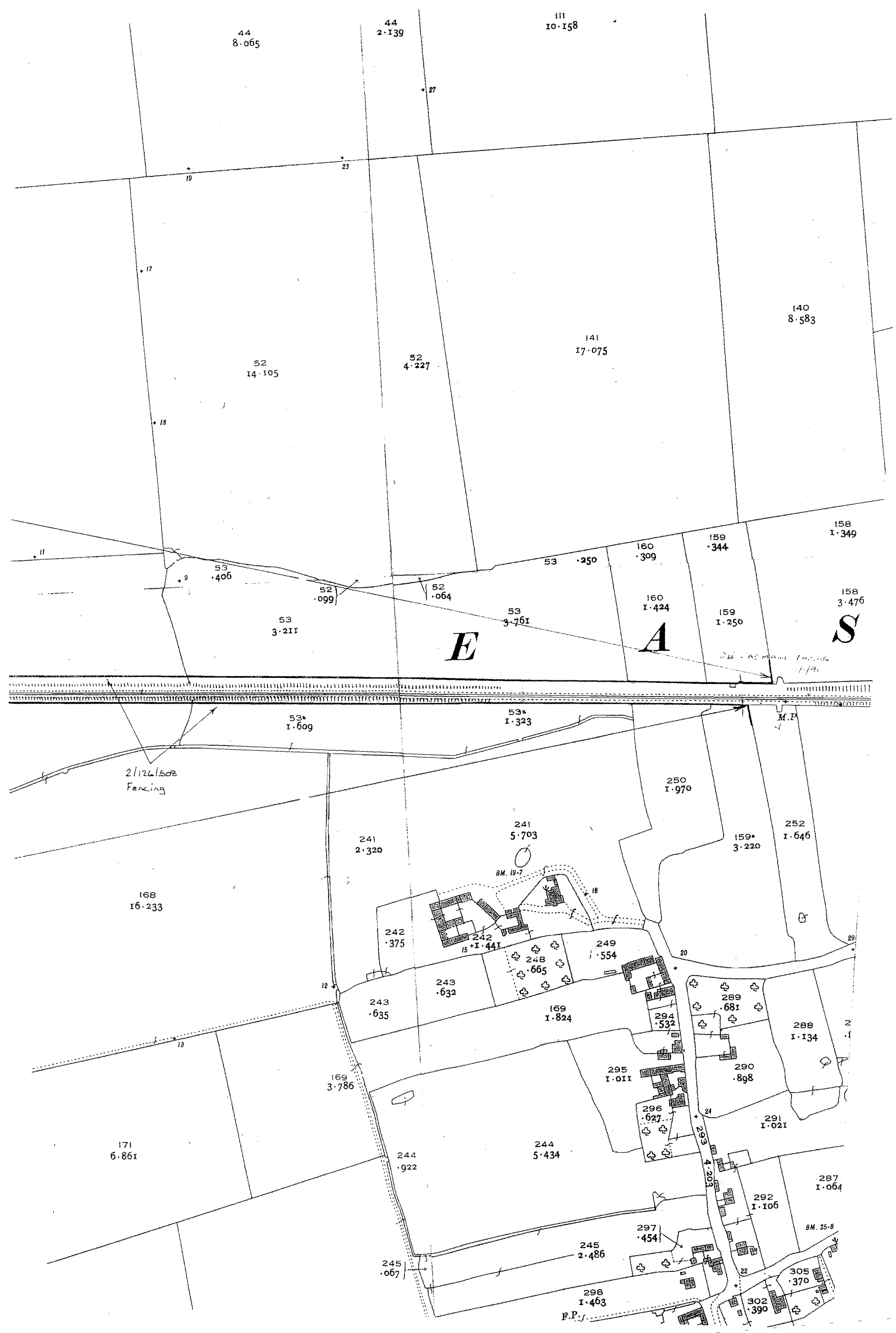
8·321
819
15·560
813
6·531
BM. 26·5
821
3·054
19
Cable
830
10·826
831
13·713
822
1·941
829
1·050
837
1·253
834
·399
832
·057
834
·755
831
1·457
.0025 Gas Main
837 ·226
·053
M.P
5
2/158/529
42" Gas Main
836a
3·324
835
4·194
GOXHILL
11056
837a
6·388
836
3·334
965
4·033
966
4·528
Drain
C.D.
Main
1·276
833a
Littleworth
972 ·177
971
·136
970
1·632
969
·772
BM. 16·3
968
1·310
967
·994
Foot Bridge
4ft. R.H.
4ft.6in.R.H.
C.D.
973
·689
992
17·758
325
1·957
324
12·457
Foot Br.
328
8·304
326


800
5·415
48
11·553
47
9·161
818
12·119
F.B.
50
7·075
49
8·241
58
5·420
56
7·465
LR 7093
32
774
12
54
2·925
54
6·497
2126/003 - Culvert
58
1·273
56
2·845
833
173
L.N.E.R.
GOXHILL & IMMINGHAM LINE
55a
5·235
EAST HALTON
08168
55
6·325
57
8·301
F.B.
10003 - 24" GAS MAIN.
LR 7093
56a
11·892
58a
17·939
167
11·894
166
18·537
10
11
BM. 14·6
13
F.P.
17
19
10
173
9·636
174
8·183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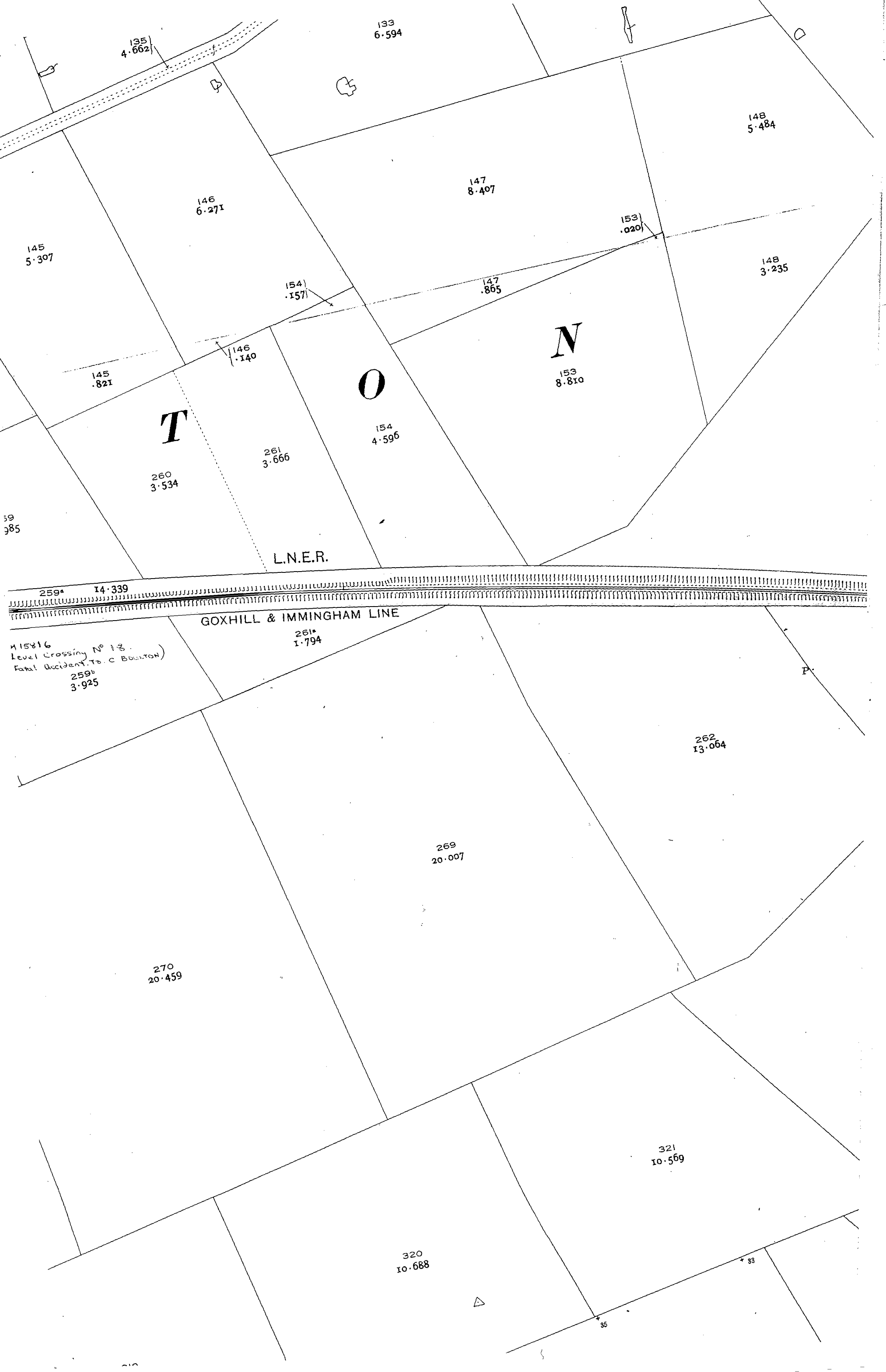
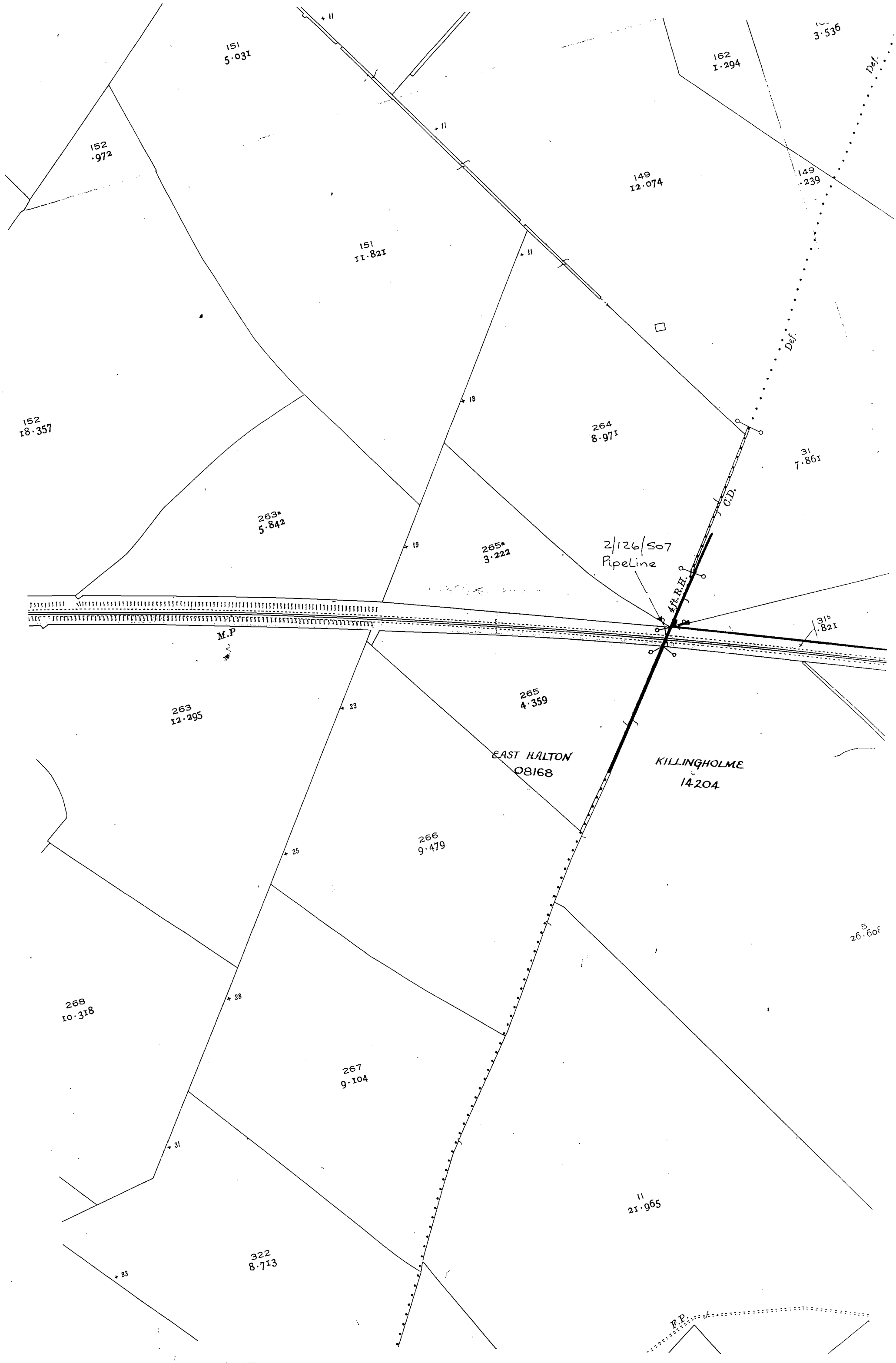
8·065
44
2·139
111
10·158
52
14·105
52
4·227
141
17·075
140
8·583
53
·406
52
·099
52
·064
53
·250
160
·309
159
·344
158
1·349
53
3·211
53
3·761
160
1·424
159
1·250
158
3·476
E
A
S
53a
1·609
53a
1·323
M.P
2/126/508
Fencing
250
1·970
241
2·320
241
5·703
159a
3·220
252
1·646
168
16·233
BM. 19·7
242
·375
242
1·441
248
·665
249
·554
243
·632
243
·635
169
1·824
289
·681
294
·532
288
1·134
169
3·786
295
1·011
290
·898
296
·627
291
1·021
171
6·861
244
·922
244
5·434
293
4·203
287
1·064
292
1·106
297
·454
BM. 25·8
245
2·486
245
·067
305
·370
298
1·463
302
·390
F.P.

139
10·119
142
10·358
138
14·738
137
8·779
BM. 22·1
156
2·657
157
1·476
27268 (SALE)
2126/901 - Land
157
2·279
156
4·040
155
2·966
143
3·827
144
4·736
PROPOSED CONSTRUCTION OF NEW ROAD
2126/505.
155
3·393
143
2·875
15891
T
H
A
254a
·222
255a
·365
East Halton
Station
258
3·005
Closed to Passenger Traffic 17.5.1963
256
3·025
Skitter
Road
M 13921 - 12" gas pipe
254
2·194
255
1·885
257
11·510
258a
4·939
BM. 36·3
272
5·545
277
·691
281
3·996
278
·939
274
·223
273
·859
279
1·050
275
·542
282
·761
280
·537
·629
G.P.
309
·580
Moat
271
39·224
310
1·084
Manor House
312
·755
313
·536


135
4·662
133
6·594
148
5·484
147
8·407
146
6·271
145
5·307
153
·020
148
3·235
154
·157
147
·865
146
·140
145
·821
N
153
8·810
O
154
4·596
T
261
3·666
260
3·534
L.N.E.R.
259a
14·339
GOXHILL & IMMINGHAM LINE
261a
1·794
H 15816
Level Crossing No 18.
Fatal Accident. To. C Boulton)
259b
3·925
262
13·064
269
20·007
270
20·459
321
10·569
320
10·688
33
35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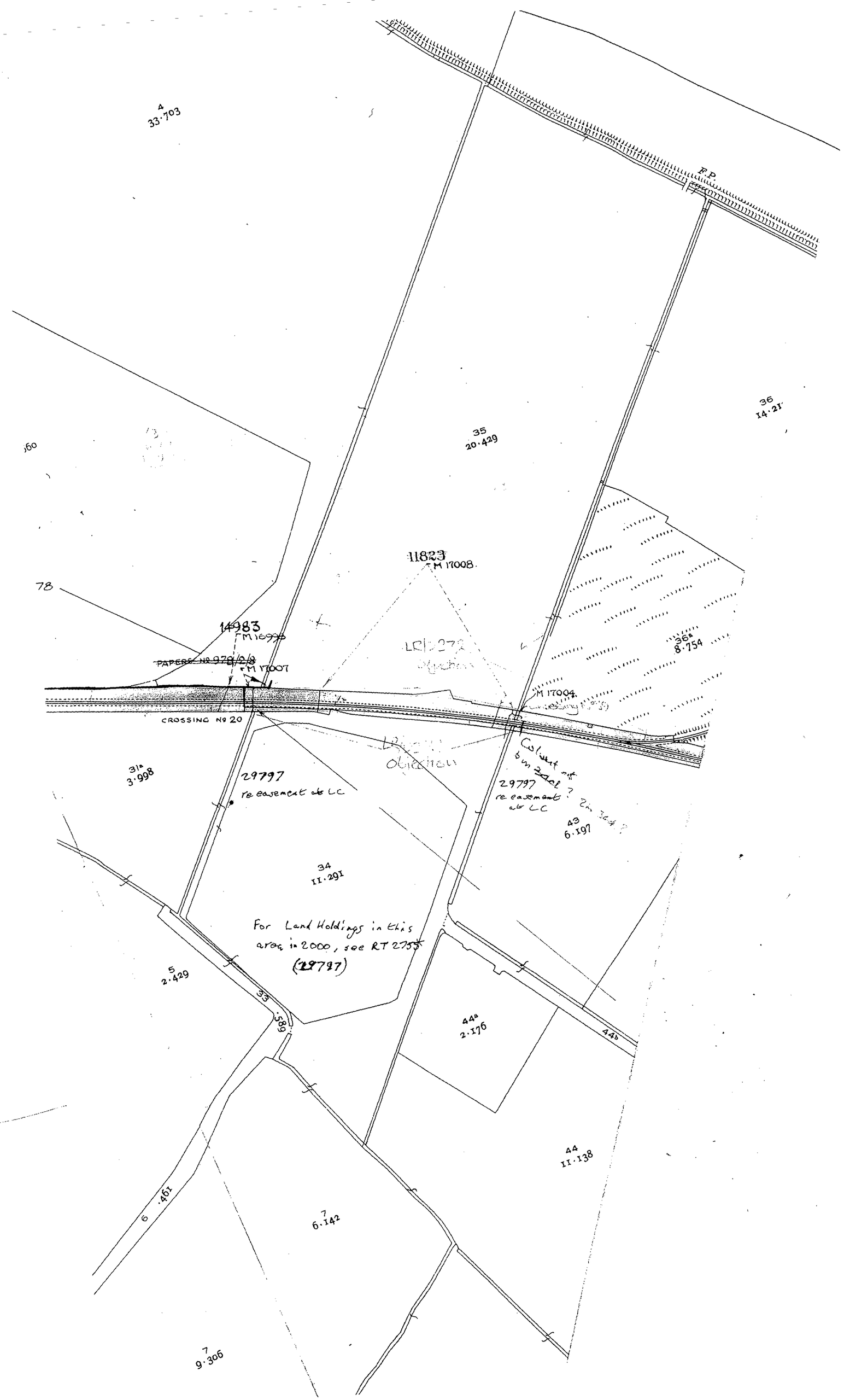
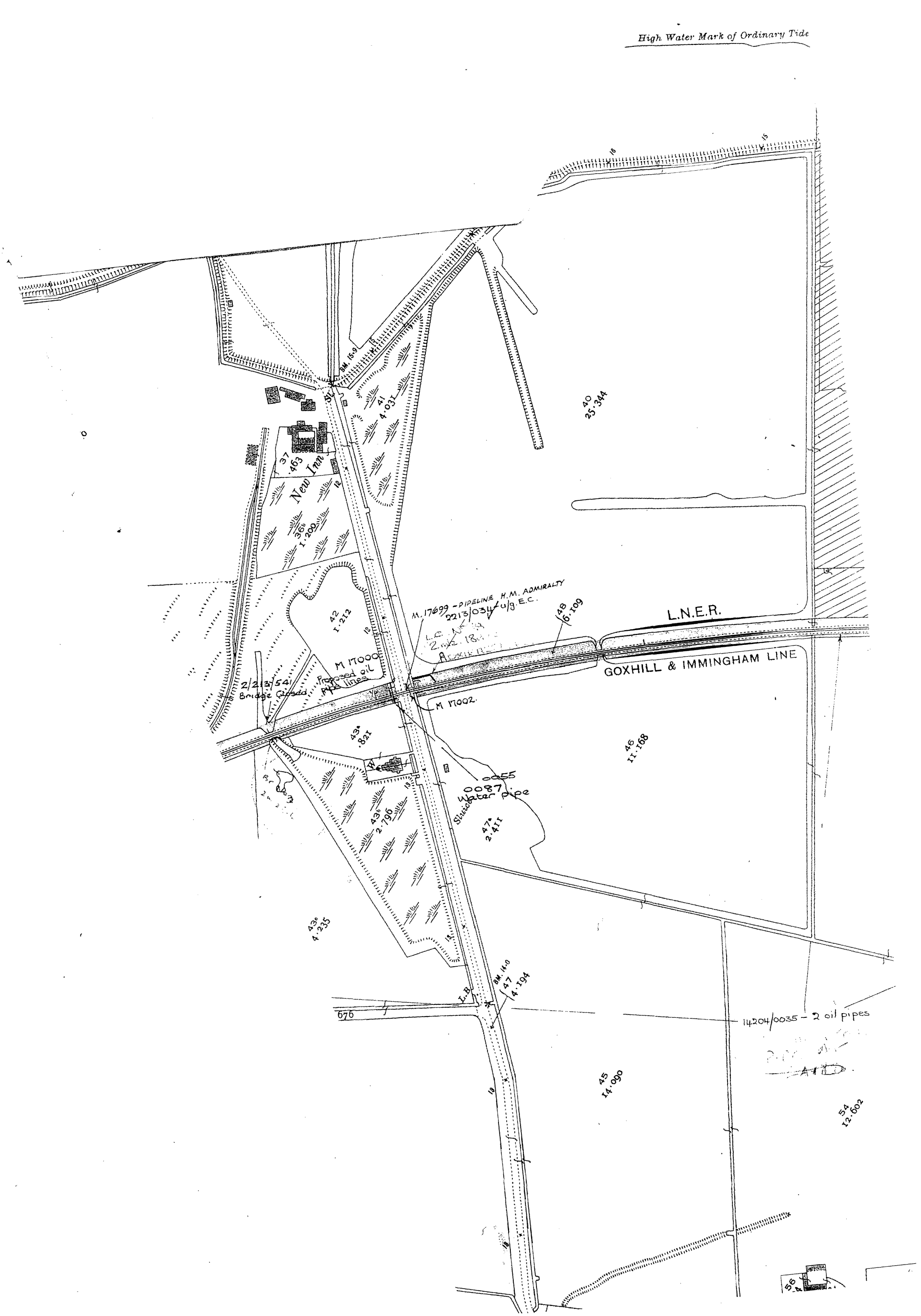
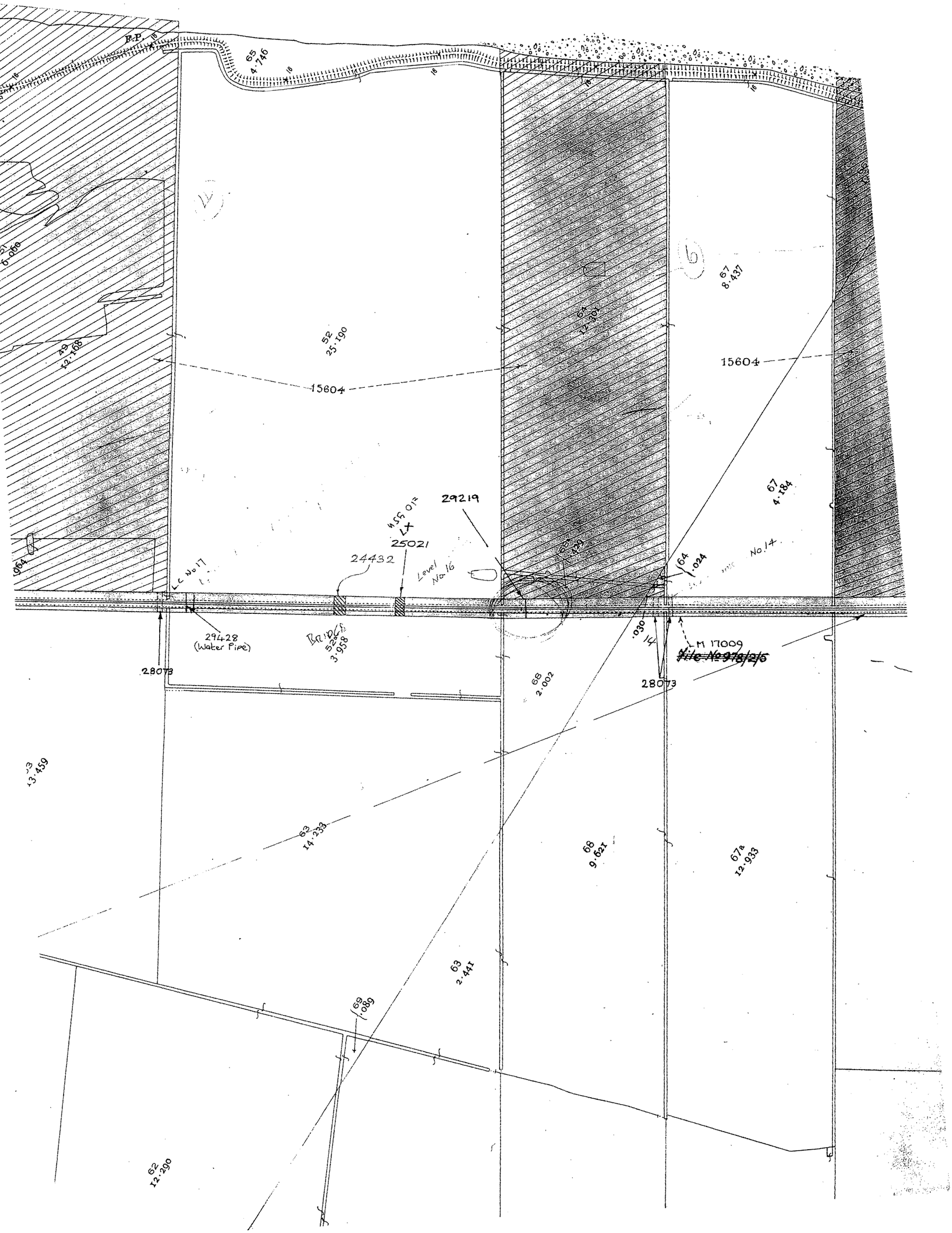
5.031
152
.972
151
11.821
149
12.074
162
1.294
3.536
149
.239
Def.
Def.
152
18.357
264
8.971
31
7.861
263a
5.842
265a
3.222
2/126/507
Pipeline
4ft. R.H.
C.D.
31b
.821
M.P
263
12.295
265
4.359
EAST HALTON
08168
KILLINGHOLME
14204
266
9.479
26.605
268
10.318
267
9.104
11
21.965
322
8.713
F.P.

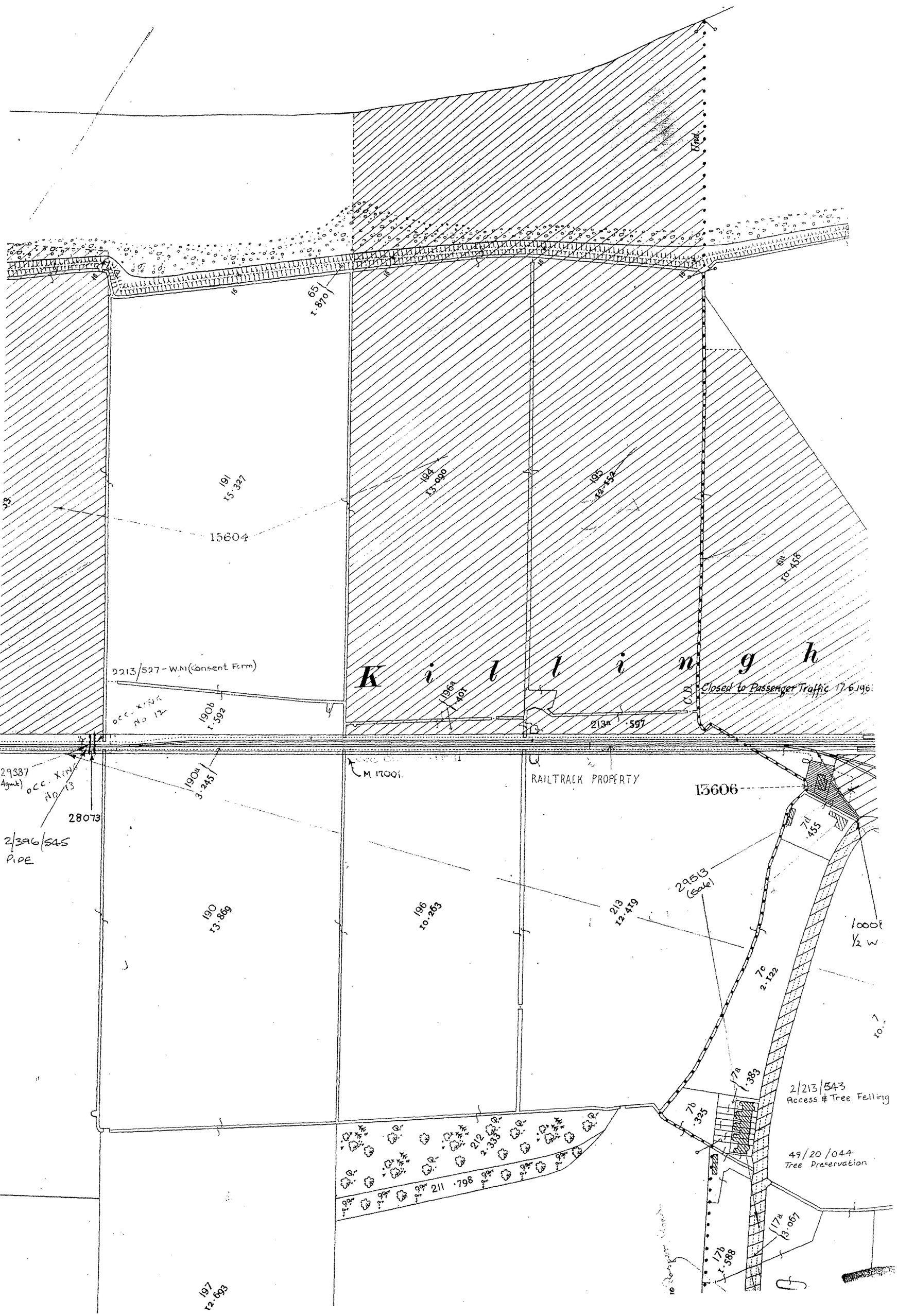


4
33·703
F.P.
36
14·21
35
20·429
11823
M 17008
78
14983
M 16996
PAPERS No 978/2/8
M 17007
CROSSING No 20
M 17004
36a
8·754
31a
3·998
29797
re easement at LC
29797
re easement at LC
43
6·197
34
11·291
For Land Holdings in this area in 2000, see RT 2755
(29797)
5
2·429
33
·589
44a
2·176
44b
44
11·138
6
·461
7
6·142
7
9·306

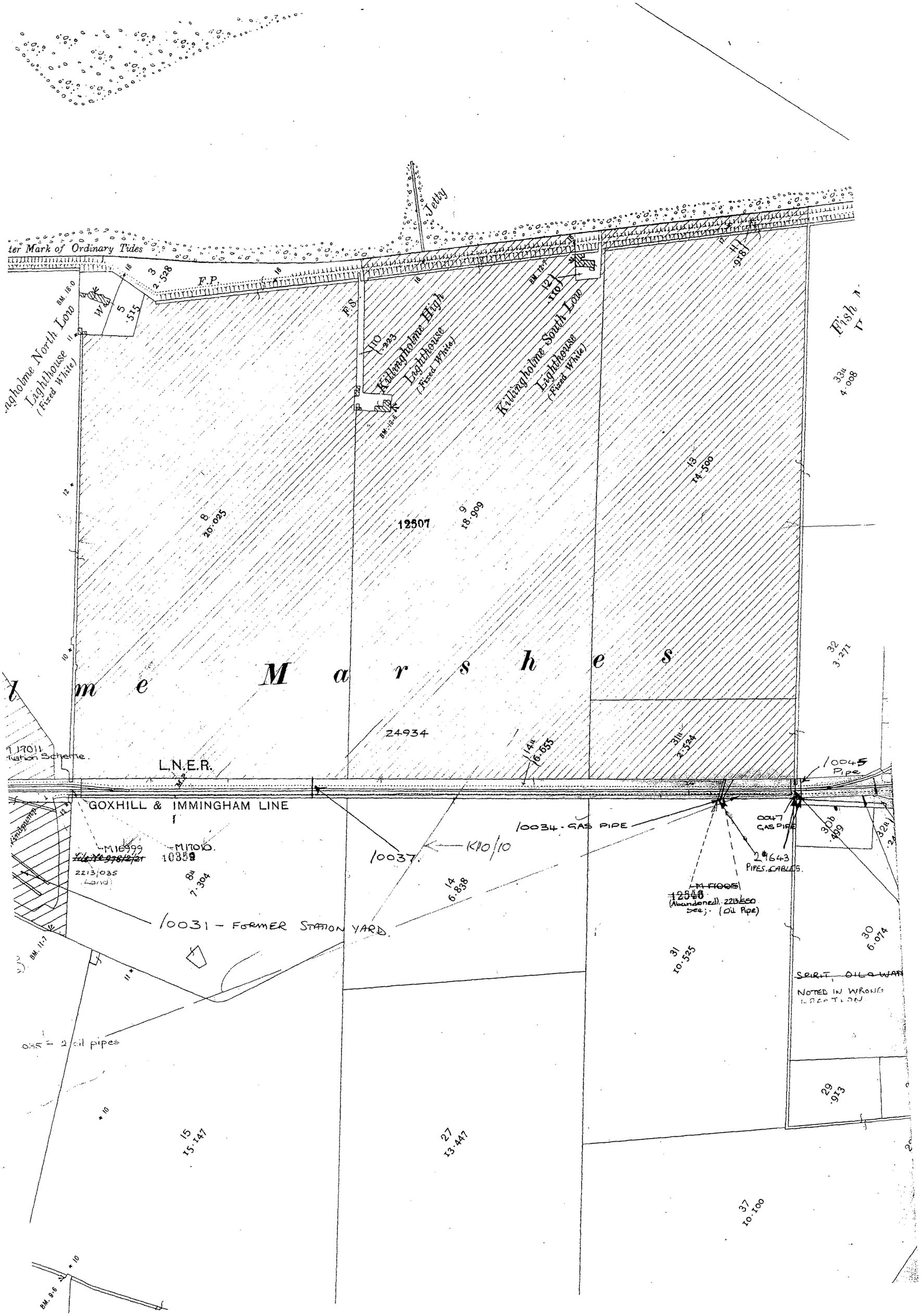

High Water Mark of Ordinary Tide
New Inn
L.N.E.R.
GOXHILL & IMMINGHAM LINE
M.17699 - PIPELINE H.M. ADMIRALTY
2213/0341 u/g. E.C.
M 17000
Proposed oil pipe lines
2/213/54
Bridge Closed
M 17002.
0055
0087
Water pipe
Sluice
14204/0035 - 2 oil pipes
B.M. 15·9
B.M. 14·0
L.B.
676
37 .463
36b 1·200
41 4·031
40 25·344
42 1·212
43a .821
43b 2·796
43c 4·235
47 4·194
45 14·090
46 11·168
47a 2·411
48 6·109
54 12·602
56



F.P.
65
4.746
52
25.190
49
12.168
15604
64
12.301
67
8.437
15604
67
4.184
29219
LX
25021
24432
Level No.16
LC No.17
64
.024
No.14
29428
(Water Pipe)
Bridge
52a
3.958
28073
.030
14
LM 17009
~~File No 978/2/6~~
28073
68
2.002
63
14.233
68
9.621
67a
12.933
63
2.441
69
.089
62
12.290

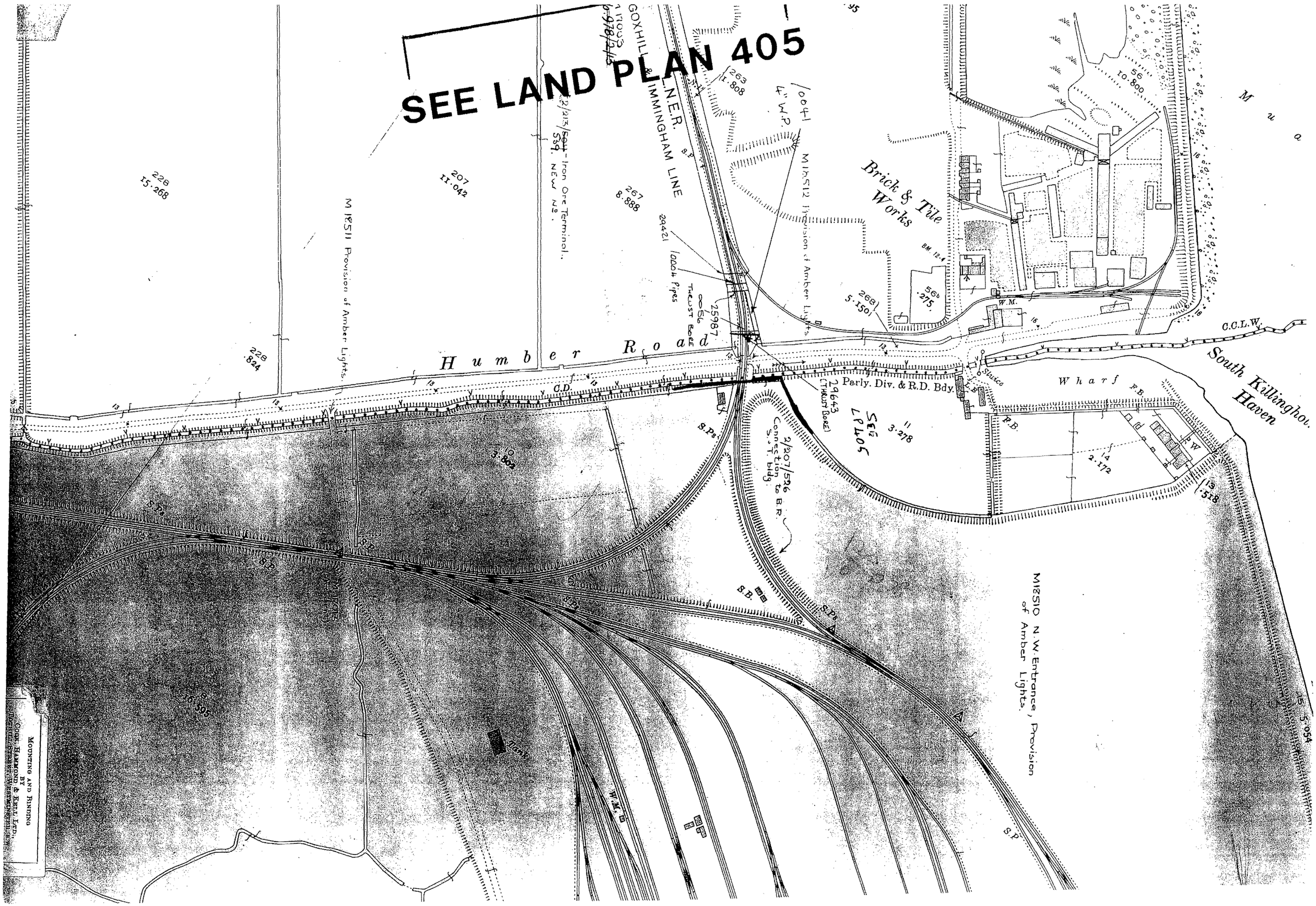


Und.
65
1·870
191
15·327
15604
194
13·090
195
12·152
6a
10·458
K i l l i n g h
Closed to Passenger Traffic 17.6.196
2213/527 - W.M (Consent Form)
occ. Xing No 12
190b
1·592
196a
1·401
213a
·597
C.D.
29337
Agmt)
occ. Xing No 13
28073
2/396/545
Pipe
190a
3·245
M 17001
RAILTRACK PROPERTY
13606
7d
·455
29513
(Sale)
190
13·869
196
10·263
213
12·419
10008
½ W
7c
2·122
7a
·383
2/213/543
Access & Tree Felling
7b
·325
212
2·333
211
·798
49/20/044
Tree Preservation
17a
3·067
17b
1·588
197
12·693



Jetty
ter Mark of Ordinary Tides
F.P.
F.S.
Killingholme North Low Lighthouse (Fixed White)
Killingholme High Lighthouse (Fixed White)
Killingholme South Low Lighthouse (Fixed White)
Fish
12507
24934
l m e M a r s h e s
L.N.E.R.
GOXHILL & IMMINGHAM LINE
10045 Pipe
10034 - GAS PIPE
0047 GAS PIPE
2 1643 PIPES. CABLES.
10037.
K10/10
10031 - FORMER STATION YARD.
M16999
M17010.
10359
2213/035 (Land)
(Abandoned). 2213/550 See; (Oil Pipe)
SPIRIT, OIL & WAT
NOTED IN WRONG LOCATION
.035 - 2 oil pipes

Marsh Farm
14204 /0039 - 14" UG Butane Pipe
29485
(Br.No. 10)
14480
29794
M17006
/0057
Cable
/0040 - Water Pipe
Pipe Bridge
Occ. Xing @ 0m 49chn
Widened
Pipe Br. Pipe, Cable
High Water Mark of Ordinary Tides
Fish Oil Works
Travelling Crane
Jetties
Mud



SEE LAND PLAN 405
GOXHILL & IMMINGHAM LINE
L.N.E.R.
1/17003
0.978/2/15
2/213/5011-539. Iron Ore Terminal. NEW No.
263
1.808
/0041
4" W.P.
M18512 Provision of Amber Lights
Brick & Tile Works
BM 12.4
M 18511 Provision of Amber Lights
228
15.268
207
11.042
267
8.888
29421
/0004 Pipes
0056 THRUST BORE
25987
268
5.1501
56b
.275
W.M.
Humber Road
228
.824
C.D.
13
16
18
C.C.L.W.
South Killingholme Haven
Wharf
F.B.
Sluice
L.B.
Parly. Div. & R.D. Bdy.
29643 (THRUST BORE)
SEE LP405
11
3.278
14
2.172
13
.518
W
F.B.
2/207/526 Connection to B.R. S.&T. bldg.
S.Ps
S.P.
S.B.
10
3.802
8
10.595
Tank
M18510 N.W. Entrance, Provision of Amber Lights.
15
5.054
56
10.800
M u a

MOUNTING AND BINDING
BY
COOK, HAMMOND & KELL, LTD.,
[illegible] STREET, WESTMINSTER, S.W.

Appendix F: Consents Register

Appendix F - Consents Register

This Consents Register has been produced for the proposed track extension options (A to D) and the existing track bed between East Halton and HIT at Killingholme, North Lincolnshire. This Consent Register should evolve through the life cycle of the project, as more information becomes available on the project design/ construction strategy and on the receiving environment i.e. GRIP Stages 3 to 6.

Red = Consent will be required	Yellow = Consent may be required	Green = Consent unlikely to be required

Consents/Licence/ Order/Notice	Process needed / Legal obligations	Licensing Authority / *Responsibility*	Legislation	Comments
Planning Permission	Submit the Planning Application well in advance of the proposed work.	North Lincolnshire Council / Secretary of State *Network Rail*	Town and Country Planning (General Permitted Development) Order 1995	The proposed track layouts are likely to be partially undertaken under Permitted Development Rights, however Options A –D will fall outside of these rights, therefore Planning Permission will be required. Network Rail's Senior Town Planner should be contacted regarding the proposed works track layouts. It is possible that a Transport and Works Act Order (1992) will be required for the proposed scheme. Consideration should be given to obtaining a Screening decision from the Secretary of State with regards to the proposed track layout.
Environmental Impact Assessment (EIA)	Schemes will require a formal EIA under the Town and Country Planning (Environmental Impact) (England and Wales) Regulations 1999 if the project falls within Annex 1 or 2 of the Regulations.	Secretary of State/ North Lincolnshire Council	Town and Country Planning (EIA) (England and Wales) Regulations 1999	The proposed track layout scheme will require a mandatory EIA as the project will fulfil the requirements for an EIA as detailed in Annex 1 of the regulations.
Ancient Monuments Regulations 1981. Permission to work on or in the proximity of a Scheduled Ancient Monument (SAM)	It is an offence to undertake works (except those defined classes of work subject to automatic consent) to 'Scheduled Monuments' without first obtaining formal consent from the Secretary of State.	North Lincolnshire Council / Secretary of State *Network Rail*	Ancient Monuments Regulations 1981	The proposed Track layout for option A crosses directly through a SAM (Goxhill Hall) in South End and the proposed Track layouts for Options B and C pass between two SAMs (Goxhill Hall to the north west and Thornton Abbey to the south east) near Thornton Abbey Station. There is also a SAM (Manor Farm) approximately 200m to the south of the disused railway at East Halton (see EFM, Appendix G for details).
Highway/footway/ cycleway diversion or closure.	The relevant Highways Authority will need to be contacted well in advance of any proposed works that could disrupt public highways / footways or cycleways.	North Lincolnshire Council *Network Rail*	The Highways Act, 1980 New Roads and Street Works Act, 1991	Access to the sites will likely be along the local road network. This issue together with general site access/egress which may affect highways/footways (including the closure of the roads) should be addressed at the earliest opportunity.
Section 61 Noise Consent and Air Quality	The Local Authority has 28 days to respond and grant the consent from the receipt of the application and any relevant supporting information.	North Lincolnshire Council *Contractor*	Control of Pollution Act, 1974	Given the close proximity of sensitive residential premises to the proposed working areas, 'Section 61' noise consent may be required in accordance with Network Rail Company Standard NR/GN/ENV/00022. Confirmation of whether or not this consent is required should be obtained from Network Rail at the next

				stage of the project development. Network Rail should notify the contractor whether 'Section 61' noise consent is required. Sensitive receptors should be notified between 14-28 days in advance of the works being undertaken.
Waste Management Licences & Exempted Activity		Environment Agency *Contractor*	Environmental Protection Act, 1990 Waste Management Licensing Regulations, 1994 (SI 1994 No. 1056) Site Waste Management Plans Regulations (2008), S.I. 314	The contractor will ensure that all necessary legal requirements (Controlled Waste Transfer Notes) for the removal of waste material (including Hazardous wastes, e.g. invasive plants, contaminated ballast) are undertaken. Exempted activities can only be addressed once details of any physical works have been finalised. A Site Waste Management Plan (SWMP) for all new construction projects is required. A SWMP has to be in place if a project is valued at £300,000 and should be prepared at the very beginning of a project to allow designers to consider ways to minimise waste generation. The Waste Management Hierarchy should be applied when devising the Site Waste Management Plan, eliminate, reduce, re-use, recycle and disposal.
PRoW: Temporary Orders for Diversion or Closure.	An emergency Closure Notice can be obtained within a week, but only enables closures of up to 21 days. A Closure Order can be obtained over a 4-week period. These are to be obtained for closures of over 21 days.	North Lincolnshire Council Public Rights of Way Officer. *Network Rail*	The Highways Act, 1980 The Rights of Way Act, 1991 Countryside and Rights of Way Act, 2000	The proposed track layouts will result in the diversion/ closure (and/or disruption) of the PRoW footpaths. Consultation with North Lincolnshire Council should be undertaken at the earliest opportunity (see EFM, Appendix G for details).
Consent to work within statutory sites, e.g. Site of Special Scientific Interest (SSSI), international designations (Ramsar Sites, Special Protection Areas (SPAs), Special Areas of Conservation (SACs), Natura 2000 etc).	Liaison with Natural England should be undertaken to identify those operations likely to be damaging to any sensitive statutory sites in the area. Any necessary operations will have to include mitigation measures, in agreement with Natural England. An Appropriate Assessment for works likely to impact or interact with the designated site of ecological value will be required through liaison with Natural England.	Natural England *Network Rail / Design Contractor*	Wildlife and Countryside Act 1981 Conservation (Natural Habitats &c.) Regulations, 1994, as amended	There are several Statutory Nature Conservation sites (North Killingholme Haven Pits SSSI and Humber Estuary SSSI, Humber Estuary Ramsar, Humber Estuary SAC and Humber Estuary SPA) within direct proximity of the existing, and proposed, track layouts (see EFM, Appendix G for details). Liaison with Natural England will be required to identify those operations likely to be damaging to these sensitive statutory sites. Any necessary operations will have to include mitigation measures, in agreement with Natural England.
Consent to disturb a Protected Species	Should the requirement be identified by a suitably qualified Ecologist, liaison with Natural England should be undertaken to determine the requirement for a European protected species licence/consent to disturb a	Natural England	Wildlife and Countryside Act 1981 Conservation (Natural Habitats &c.) Regulations 1994, as amended	Water Voles (a protected species) were observed in East Halton Beck and in drainage ditches within South End, during an Environmental Walkover survey in September 2008 (see EFM Appendix G for details). It is recommended that an Ecological Walkover Survey is undertaken to confirm presence/ absence of any further protected species.

	protected species.			
Work in, over or alongside water liable to affect watercourses	The relevant information should be submitted at least two months (but as in advance as possible) prior to the works.	Environment Agency Internal Drainage Board.	Water Resources Act, 1991	Unknown at this stage. To be further developed at the next GRIP Stage. It is likely that East Halton Beck will need to be bridged together with the inclusion of multiple culverts to allow for the extensive drainage ditch system that is present through the areas covered by all the options. This will result in the requirement for consent (see EFM, Appendix G for details).
Listed Building Consent	An approach should be made to the relevant LA Planning Department at the earliest opportunity. Consents are to be sought through Network Rail Planning Department.	North Lincolnshire Council *Network Rail*		Unknown at this stage. To be further developed at the next GRIP Stage.
Temporary/ Permanent Discharge Consents to controlled waters.	Four calendar months (plus two weeks to serve the notice) should be allowed from the date that the relevant information is received.	Environment Agency *Contractor (Temporary)* *Network Rail (Permanent)*	Water Resources Act, 1991	Unknown at this stage. To be further developed at the next GRIP Stage following confirmation of the proposed design requirements.
	The relevant information should be submitted at least one month (but as in advance as possible) prior to the works.	North Lincolnshire Council Land Drainage Department *Contractor /Network Rail (Permanent)*		
Consent to Culvert an 'ordinary' watercourse	Consent will need to be obtained from the local authority. A period of approximately 5-6 weeks following the submission of plans and method statement for the process should be allowed.	Environment Agency/ Internal Drainage Board *Network Rail*	Land Drainage Act, 1991	It is likely that there will be a requirement to culvert watercourses and/or drainage ditches with the proposed track layouts, although details are unknown at this stage. To be further developed at the next GRIP Stage.
Hedgerow Consents	The Local Authority has 42 days in which to respond once the application has been submitted. This period can be extended by agreement with the applicant.	North Lincolnshire Council Planning Department *Network Rail / Contractor for Network Rail*	Hedgerow Regulations, 1997	The proposed track alignments cross multiple hedgerows (Options A-D) which will possibly require Consents. To be further developed at the next GRIP Stage.
Tree Preservation Order/ Conservation Area Notification	Six to eight weeks should be allowed prior to the works commencing to obtain consent to carry out any tree surgery on trees that carry a TPO or those that are located in a Conservation Area.	North Lincolnshire Council Planning Departments *Contractor*	Town and Countryside Planning Act, 1990	Unknown at this stage. To be further developed at the next GRIP Stage.

Appendix G: Environmental Features Maps

B50138

DO NOT SCALE

LEGEND

- SITE OF SPECIAL SCIENTIFIC INTEREST (SSSI)
- SPECIAL PROTECTION AREA (SPA)
- RAMSAR SITE
- SPECIAL AREA OF CONSERVATION (SAC)
- SITE OF IMPORTANCE FOR NATURE CONSERVATION (SINC)
- HISTORIC LANDFILL SITE
- ACTIVE LANDFILL
- AREAS AT RISK OF FLOODING WITHOUT FLOOD DEFENCES
- WATER BODIES
- SCHEDULED ANCIENT MONUMENT (SAM)
- PUBLIC RIGHT OF WAY (PROW)

NOTE:
WHOLE AREA IS UNDERLAIN BY A MAJOR AQUIFER OF HIGH PERMEABILITY

Network Rail
Network Rail
London North Eastern Territory
George Stephenson House
Toft Green, York
YO1 6JT

corus
Railway Infrastructure Services
PO Box 298
York
YO1 6YH
T: 01904 454600
F: 01904 454601

B50138
KILLINGHOLME AND GOXHILL
SHEET 5 OF 5

ENVIRONMENTAL FEATURES MAP

APPENDIX G

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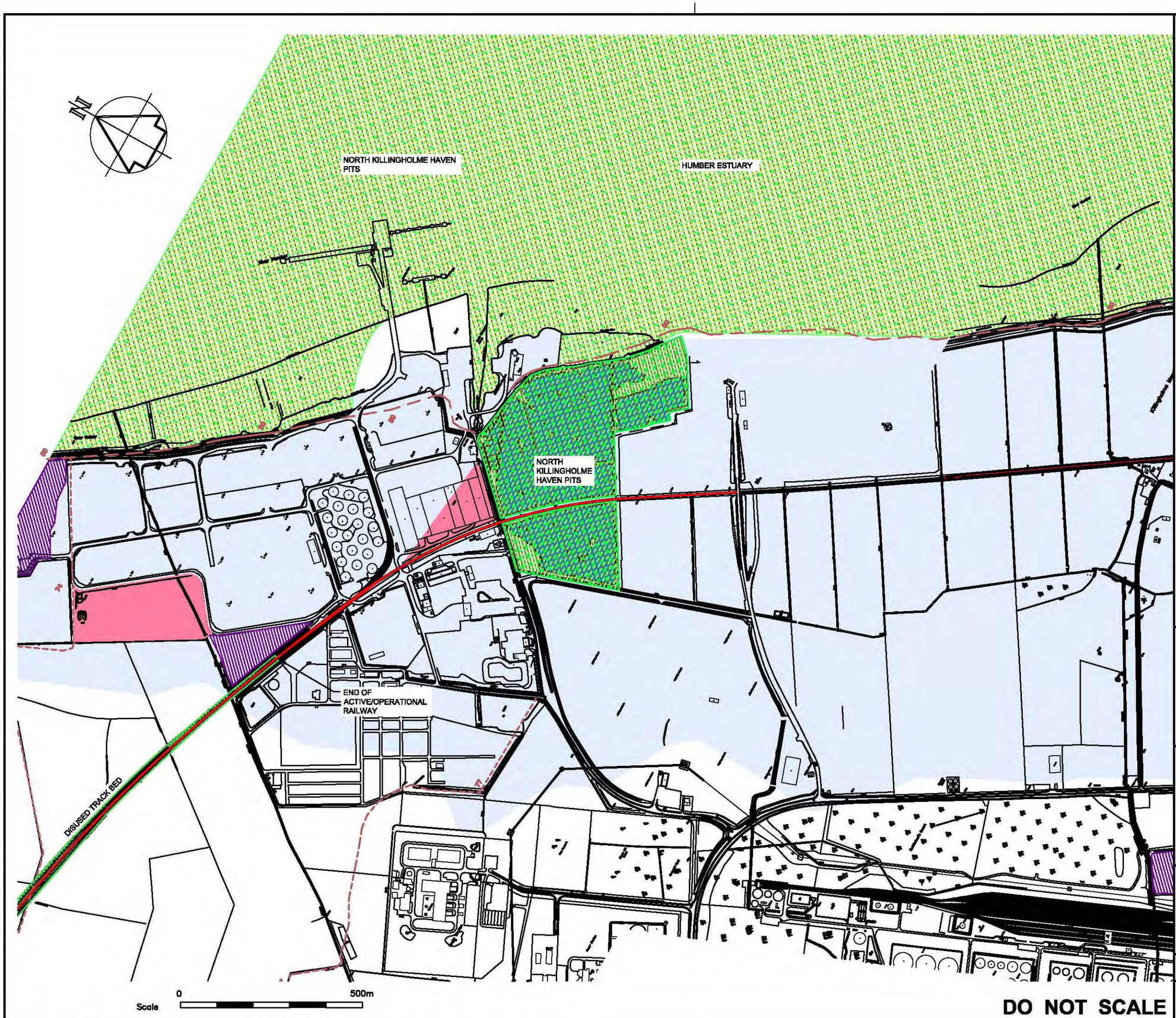

DO NOT SCALE

LEGEND

- SITE OF SPECIAL SCIENTIFIC INTEREST (SSSI)
- SPECIAL PROTECTION AREA (SPA)
- RAMSAR SITE
- SPECIAL AREA OF CONSERVATION (SAC)
- SITE OF IMPORTANCE FOR NATURE CONSERVATION (SINC)
- HISTORIC LANDFILL SITE
- ACTIVE LANDFILL
- AREAS AT RISK OF FLOODING WITHOUT FLOOD DEFENCES
- WATER BODIES
- SCHEDULED ANCIENT MONUMENT (SAM)
- PUBLIC RIGHT OF WAY (PROW)

NOTE:
WHOLE AREA IS UNDERLAIN BY A MAJOR AQUIFER OF HIGH PERMEABILITY

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KILLINGHOLME AND GOXHILL
SHEET 4 OF 5

ENVIRONMENTAL FEATURES MAP

APPENDIX G

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DO NOT SCALE

LEGEND

- SITE OF SPECIAL SCIENTIFIC INTEREST (SSSI)
- SPECIAL PROTECTION AREA (SPA)
- RAMSAR SITE
- SPECIAL AREA OF CONSERVATION (SAC)
- SITE OF IMPORTANCE FOR NATURE CONSERVATION (SINC)
- HISTORIC LANDFILL SITE
- ACTIVE LANDFILL
- AREAS AT RISK OF FLOODING WITHOUT FLOOD DEFENCES
- WATER BODIES
- SCHEDULED ANCIENT MONUMENT (SAM)
- PUBLIC RIGHT OF WAY (PROW)

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ENVIRONMENTAL FEATURES MAP

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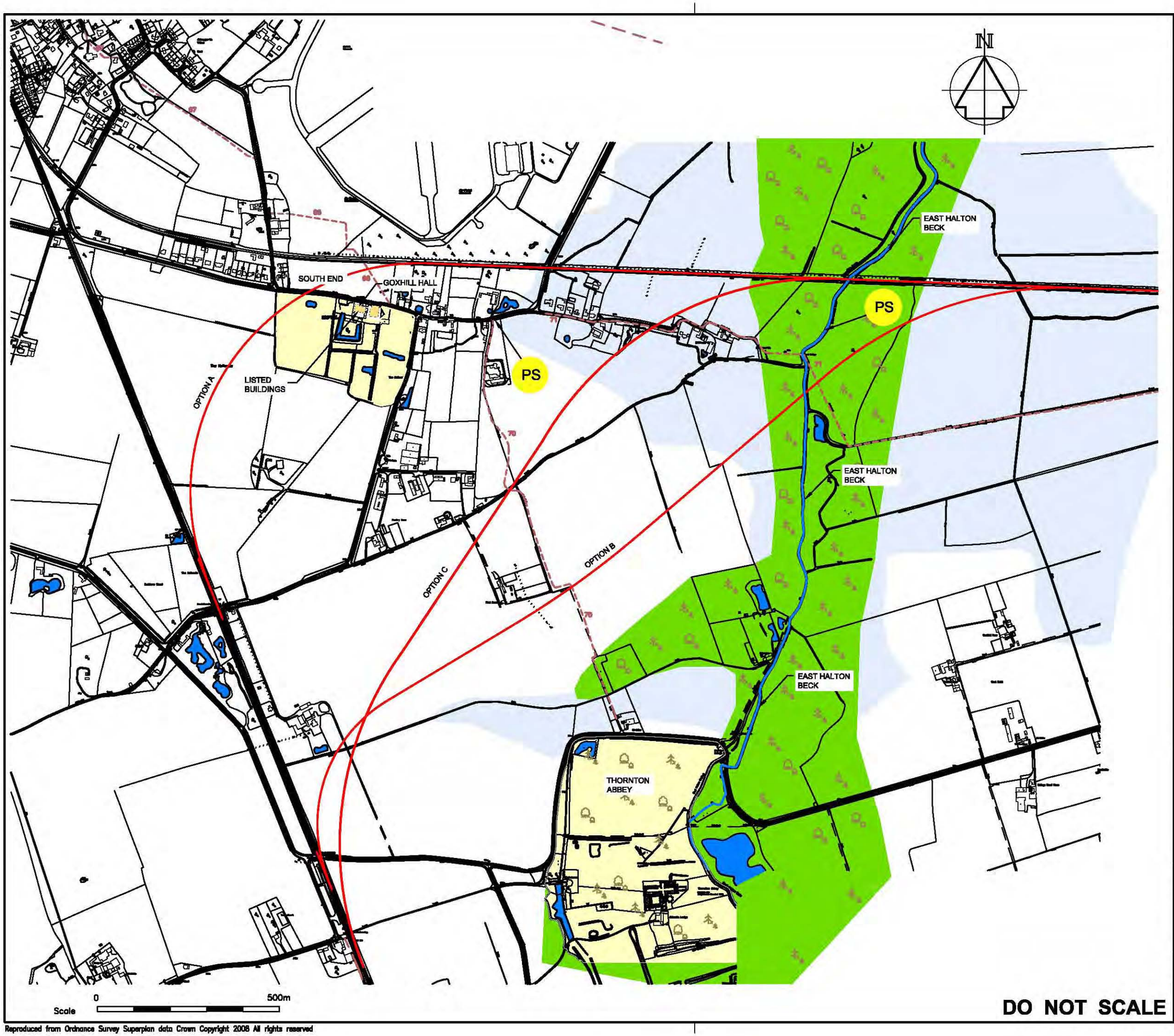

LEGEND

- SITE OF SPECIAL SCIENTIFIC INTEREST (SSSI)
- SPECIAL PROTECTION AREA (SPA)
- RAMSAR SITE
- SPECIAL AREA OF CONSERVATION (SAC)
- WOODLAND AREA
- HISTORIC LANDFILL SITE
- ACTIVE LANDFILL
- AREAS AT RISK OF FLOODING WITHOUT FLOOD DEFENCES
- WATER BODIES
- SCHEDULED ANCIENT MONUMENT (SAM)
- PUBLIC RIGHT OF WAY (PROW)
- PS — PROTECTED SPECIES (WATER VOLES OBSERVED SEPT 08)

NOTE:
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ENVIRONMENTAL FEATURES MAP

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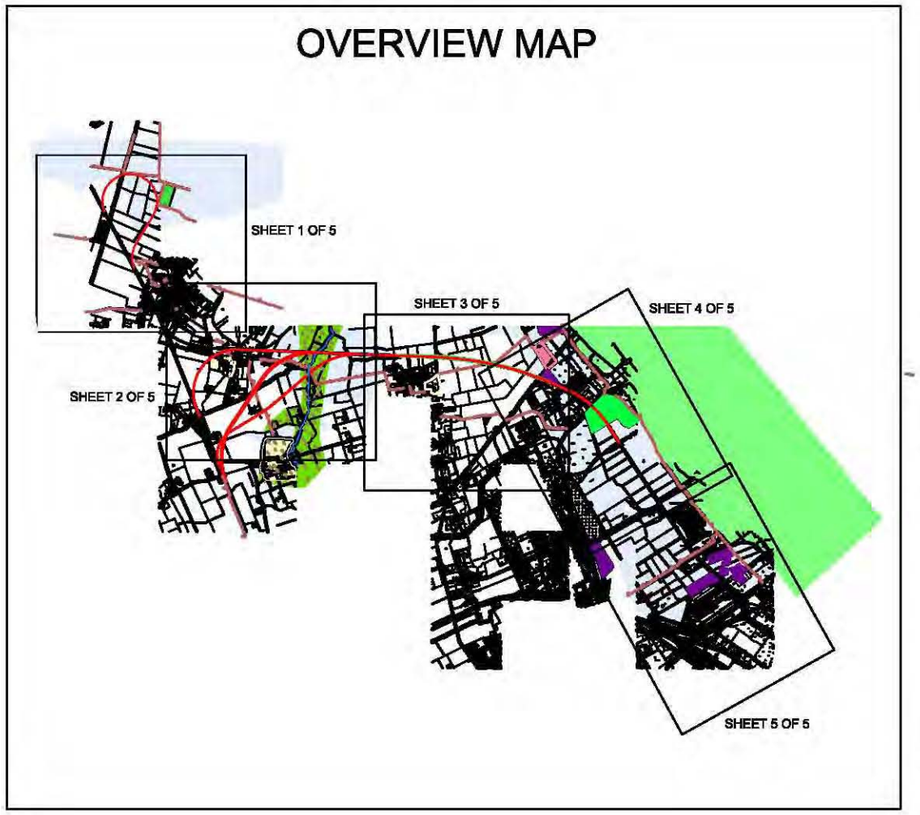

LEGEND

- SITE OF SPECIAL SCIENTIFIC INTEREST (SSSI)
- SPECIAL PROTECTION AREA (SPA)
- RAMSAR SITE
- SPECIAL AREA OF CONSERVATION (SAC)
- SITE OF IMPORTANCE FOR NATURE CONSERVATION (SINC)
- HISTORIC LANDFILL SITE
- ACTIVE LANDFILL
- AREAS AT RISK OF FLOODING WITHOUT FLOOD DEFENCES
- WATER BODIES
- SCHEDULED ANCIENT MONUMENT (SAM)
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SHEET 1 OF 5

ENVIRONMENTAL FEATURES MAP

APPENDIX G

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Appendix H: Environmental Screening Checklist and Risk Rating

Appendix H – Environmental Screening Checklist and Risk Rating

The existing environmental baseline situation was established, and impacts assessed through a screening process in accordance with the Network Rail Company Standard NR/SP/ENV/007 'Project Management and the Environment' Issue 2, April 2004. The NR/SP/ENV/007 checklist has been modified to enable identification of potential 'significant' environmental issues using the information available at the Pre-feasibility stage (GRIP Stage 2). Justification is given as to why an issue is or is not considered to be a potential key environmental issue.

In order to establish the 'significance' of an environmental impact a Risk Rating (RR) has been calculated for each potential environmental impact. This RR is derived from the likelihood of an impact occurring and the potential severity of the impact.

For each impact a score between 0 - 5 is given for its **likelihood (L)** of occurring. The scores are given on the following basis:

0 = Impossible
1 = Less frequent than once per year/almost impossible
2 = Annually/not likely
3 = Monthly/likely
4 = weekly/highly likely
5 = Daily/inevitable

The potential **severity (S)** of the impact is also scored between 0 - 5, on the following basis:
0 = No Impact
1 = Insignificant/minimal impact
2 = Slightly Significant/small impact
3 = Significant/large impact
4 = Very significant
5 = Potential Breach of Legislation

A RR score is then generated for each potential impact by multiplying the likelihood score by the severity score. The RR can, therefore, range between 0 and 25. Impacts with a RR lower than 6 are considered to be insignificant. Impacts with a RR score greater than 6 (inclusive) are considered to be potentially significant. Where an impact exceeds a score rating of 20 or is classified as being 'significant' then a more in depth explanation of the potential environmental implications is provided within the Environmental Action Plan (Table 1).

Environmental Screening Checklist and Risk Rating

		Yes	?	No	L	S	RR Score	Potential Issue	Justification/Explanation
1.	Any outstanding issues remaining from earlier stages.			✓				U/K	Environmental issues have not been researched prior to this Design Stage.
2.	**General**								
2.1	Does the project require a formal Environmental Impact Assessment under the regulations?	✓			5	5	25	Yes	The scheme will require a formal EIA under the Town and Country Planning (Environmental Impact) (England and Wales) Regulations 1999.
2.2	Does the project require planning permission or similar?	✓			5	5	25	Yes	Aspects of the project cannot be undertaken under Permitted Development Rights. Planning Permission will be required for the proposed route options. EIA and Environmental Statement (ES) preparation will form part of the planning preparation.
2.3	Has the Local Planning Authority or any other Statutory Body expressed an interest?		✓					U/K	Unknown at this stage. North Lincolnshire Council and other Statutory Authorities should be contacted regarding the works at the earliest opportunity.
2.4	Are there any licences or consents required?	✓			5	5	25	Yes	An order for the temporary or partial closure of the roads and PRoWs may be required from the North Lincolnshire Council. Other licences (e.g. consent to move protected species) may be required. Refer to the Register of Consents in Appendix A for further details.
2.5	Planning conditions to be incorporated?		✓					U/K	Unknown at this stage. If Planning Permission is required then all planning conditions should be adhered to.
3.	**Building, Structures, Historic Assoc.**								
3.1	Does the project affect a Scheduled Ancient Monument?	✓			5	5	25	Yes	The proposed track layout for option A crosses directly through a SAM (Goxhill Hall) and Options B, C and D pass within approximately 200m of two SAMs (Goxhill Hall and Thornton Abbey). Option A will require obtaining formal consent from the Secretary of State (via North Lincolnshire Council) for Permission to work on or in the proximity of a Scheduled Ancient Monument (SAM).

		Yes	?	No	L	S	RR Score	Potential Issue	Justification/Explanation
3.2	Does the project affect a listed building or structure?	✓			4	5	20	Yes	Goxhill Hall contains both a Grade I and a Grade II listed building. No other listed buildings have been identified at this stage.
3.3	Does the project affect a conservation area?			✓	0	4	0	No	Consultation with North Lincolnshire Councils website has identified that no Conservation Areas are likely to be affected by the scheme.
3.4	Does the project affect any other historical or man made feature likely to be of value?		✓					U/K	Unknown at this stage. This issue should be further addressed at the Next GRIP Stage.
4.	**Noise and Vibration**								
4.1	Is the project likely to lead to a noticeable increase in noise and vibration? (i.e. 3dB Aeq.)	✓			5	5	25	Yes	There will be an increase in noise during the construction phase and operational phase of the project through use of machinery, onsite activities, through HGV use and the running of freight trains on the track.
4.2	Will this affect dwellings?	✓			5	5	25	Yes	Residential dwellings have been identified in direct proximity to the proposed track layouts and are likely to be affected by increased noise. North Lincolnshire Council should be contacted regarding acceptable working practices in the areas with regard to the elevated noise levels. Consideration should be given to the requirement of obtaining 'Section 61' noise consent to cover the works. Any local residents should be notified 14-28 days in advance of the works. This issue should be investigated prior to the construction stage.
4.3	Will this affect businesses?		✓		3	2	6	Yes	It is likely that the scheme will cause increased noise levels that will have an impact on local businesses throughout both the construction stage and through operational use. The locations of these are currently unknown. This issue should be further developed at the next GRIP Stages.
4.4	Will this affect recreation, worship etc or other sensitive features?	✓			5	2	10	Yes	The scheme crosses several PRoW which will directly be affected.
4.5	During construction?	✓			5	5	25	Yes	The use of machinery on site during the works will cause elevated noise levels on site.

		Yes	?	No	L	S	RR Score	Potential Issue	Justification/Explanation
4.6	During operation?	✓			5	5	25	Yes	Local residents will be impacted upon by the proposed operational railway. Consideration should be given to avoiding residential properties and recreational facilities during the optioneering stage of project development.
5.	**Pollution**								
5.1	Does the project affect polluted or contaminated land?	✓			5	5	25	Yes	Network Rail's Hazard Directory and the Environment Agency's Website both highlight multiple Landfill sites (and associated gases/leachates) at Marsh Lane and Clough Lane, Killingholme. In addition, it is possible that the disused railway track bed may contain sites of contamination from its previous landuse. This issue should be further addressed at the Next GRIP Stage.
5.2	Will it generate hazardous wastes?	✓			3	5	15	Yes	It is likely that Hazardous (formally 'Special') Waste will be generated on site. Wastes could include lead paint residues, solvents, waste oil and contaminated materials removed from the bridge structures. Any hazardous waste generated must be disposed of in accordance with the Hazardous Waste Regulations 2005. A Site Waste Management Plan (SWMP) for all new construction projects is required under the SWMP Regulations (2008), S.I.314. A SWMP has to be in place if a project is valued at £300,000 and should be prepared at the very beginning of a project to allow designers to consider ways to minimise waste generation.
5.3	Is it likely to result in pollution of air?		✓		3	3	9	Yes	The earthworks operations that will be required will likely generate dust during the construction phase of the project. This may adversely affect the air quality and impact on pedestrians, nearby sensitive receptors etc. It is recommended that best practice is followed to minimise the impact on potential receptors.

		Yes	?	No	L	S	RR Score	Potential Issue	Justification/Explanation
5.4	Is it likely to result in the pollution of watercourses or groundwater?	✓			5	3	15	Yes	The track layout options A-D cross East Halton Beck together with all the proposed options crossing numerous agricultural drainage ditches. Also, the Major Aquifer of High Permeability that underlies all the options, (see Environmental Matrix for details), could be affected if any pollution spills occur on site. A Pollution Incident Control Plan (PICP) should be developed and implemented by the site works contractor and control measures should be included in the site works contractor's Construction Environmental Management Plan (CEMP).
5.5	Is it likely to result in the pollution of land, buildings etc.		✓		3	2	6	Yes	Due to the scale and nature of the works, it is possible that pollution of adjacent land or buildings may occur.
5.6	Is it likely to affect the flow of watercourses or ground water?	✓			4	2	8	Yes	Unknown at this stage. Designs should take into consideration the requirement for culverts for both East Halton Beck and the large no. of drainage ditches that are present in the area. This issue should be further addressed at the Next GRIP Stage.
6.	**Wildlife**								
6.1	Does the project affect a:								
A	Special Protection Area?	✓			4	5	20	Yes	Humber Estuary Special Protection Area is in direct proximity to the existing track layout at North Killingholme Haven (common to all options).
B	Ramsar Site?	✓			4	5	20	Yes	Humber Estuary Ramsar site is in direct proximity to the existing track layout at North Killingholme Haven. (common to all options).
C	Site of Special Scientific Interest (SSSI)?	✓			4	5	20	Yes	There are two SSSIs in proximity to the existing operational railway at North Killingholme Haven (North Killingholme Haven Pits SSSI and Humber Estuary SSSI). (common to all options).
D	National Nature Reserve?			✓	0	5	0	No	There are no National Nature Reserves in the vicinity of the proposed track options.

		Yes	?	No	L	S	RR Score	Potential Issue	Justification/Explanation
E	Other notified site? County Wildlife Sites, Ancient Woodland, SINC, SSI.	✓			3	5	15	Yes	Humber Estuary Special Area of Conservation (SAC) is approximately 200m to the existing track layout at North Killingholme Haven. This internationally designated site has direct connectivity with the SSSI, SPA and Ramsar sites. In addition, both the section of disused railway line between the end of the operational railway at North Killingholme Haven and Manor House farm, East Halton, together with an area of land to the north of Goxhill have been identified as being Sites of Importance for Nature Conservation (SINCs), (see EFM Appendix G for details).
6.2	Are any protected species affected e.g. bats, badgers, newts, etc.?	✓			3	5	15	Yes	Water voles were identified as being present in East Halton Beck and drainage ditches in South End during an Environmental Walkover Survey undertaken in September 2008 (see EFM Appendix G for details). It is recommended that an Ecological Walkover survey be undertaken at GRIP Stage 3 in order to assess for the presence of protected species along the proposed track layouts. If protected species are present this constraint can be addressed through exclusion of the animals under a licence from Natural England. The consent register in Appendix F contains further details. The risk of encountering protected species should be entered into the project risk register.
6.3	Is the project likely to affect wildlife, vegetation or habitats to any significant extent?	✓			5	3	15	Yes	An Environmental Walkover Survey undertaken in September 2008 identified that large volumes of vegetation clearance would be required for the proposed track alignments. This issue should be further addressed at the Next GRIP Stage. It is recommended that an Ecological Walkover survey be undertaken at the earliest opportunity in order to assess for the presence of protected species along the proposed track layouts

7.	**Landscape**								
7.1	Is the project in a:								
	National Park?			✓	0	5	0	No	The proposed track layouts are not located in a National Park.
	Area of Outstanding Natural Beauty (AONB)?			✓	0	5	0	No	The proposed track layouts are not located in an AONB.
	Heritage Coast?			✓	0	3	0	No	The proposed track layouts are not located within a heritage coast designation.
	Local Landscape Area?	✓			5	3	15	Yes	The proposed track layouts are located within South Humber Bank Landscape initiative Area.
7.2	Will it affect the visual amenity of dwellings?	✓			5	4	20	Yes	Residential properties have been identified less than 100m of the proposed track layouts. It is recommended that an Environmental Walkover Survey is undertaken at the earliest opportunity to identify the extent of any visual impact which may be caused by the proposed works.
	a recreational area?		✓					U/K	Unknown at this stage. This issue should be further addressed at the Next GRIP Stage.
7.3	During construction?	✓			5	3	15	Yes	The construction phase of the scheme will likely have a significant impact upon the visual amenity of the area, specifically for the residents of Goxhill, East Halton and South End.
	or operation?	✓			5	3	15	Yes	The operation of the new track will likely have a significant impact upon the visual amenity of the area, specifically for the residents of East Halton and South End.
8.	**Traffic Generation**								
8.1	Will the scheme result in new vehicular traffic flows?	✓			5	3	15	Yes	It is considered that the local roads, level crossings and access tracks will be closed during and as a result of the works. North Lincolnshire Council should be informed of any requirement to disrupt the traffic at the earliest opportunity and consideration to developing a Traffic Management Plan should be undertaken. This issue should be assessed at the next stage of project development.

8.2	Will it cause new pedestrian movements?	✓			5	3	15	Yes	It is likely that the local roads, PRoWs, pedestrian access to level crossings and local access will be closed/diverted during and as a result of the works. North Lincolnshire Council should be informed of any requirement to disrupt the traffic at the earliest opportunity and consideration to developing a Traffic Management Plan should be undertaken. This issue should be assessed at the next stage of project development.
8.3	During construction?	✓			5	3	15	Yes	It is likely that local roads will be closed during and as a result of the works. North Lincolnshire Council should be informed of any requirement to disrupt the traffic at the earliest opportunity and consideration to developing a Traffic Management Plan should be undertaken. This issue should be assessed at the next stage of project development.
	or operation?	✓			5	3	15	Yes	It is likely that the local roads may be closed during and as a result of the works. North Lincolnshire Council should be informed of any requirement to disrupt the traffic at the earliest opportunity and consideration to developing a Traffic Management Plan should be undertaken. Connectivity should be maintained following the completion of the construction phase of the scheme. This issue should be further addressed at GRIP Stage 3.
9.	**Agriculture/Forestry**								
9.1	Does the project require the taking of good quality agricultural land?	✓			5	3	15	Yes	The proposed track layouts will require significant landtake of Agricultural Land Classification Grade 3 agricultural land. This issue should be further addressed at the Next GRIP Stage
9.2	Does it affect any agricultural holding or enterprise? (e.g. severance)	✓			5	3	15	Yes	Agricultural holdings have been identified in proximity to the proposed track layout that will be affected by the works. This issue should be further addressed at GRIP Stage 3.

9.3	Does it affect veteran/ancient trees, forestry or woodland?	✓			5	3	15	Yes	Vegetation clearance on site will likely be necessary to facilitate the works as large areas of woodland have been identified along the disused section of the railway (designated a SINC) and multiple hedgerows will need to be crossed for the proposed alignments. The ecological value of this vegetation is currently undetermined; therefore it is recommended that an Ecological Walkover Survey is undertaken at the earliest opportunity.
9.4	Does it affect Tree Preservation Order trees?		✓					U/K	Unknown at this stage. This issue should be further addressed at the Next GRIP Stage.
10.	**Socio-Economic Factors/Industry**								
10.1	Is the project likely to have a significant effect on the local economy?	✓			4	2	8	Yes	The local economy may be impacted upon as a result of the disruption to the local road network and the potential closure/ diversion of the roads affecting local businesses.. This issue should be further addressed at the Next GRIP Stage.
10.2	Is the project likely to have a significant effect on local community facilities?	✓			5	3	15	Yes	The local community will likely have some disruption / severance as a result of the possible closures. This issue should be investigated further prior to the construction stage and should particularly consider pedestrian movements to and from local schools and churches
10.3	Is the project likely to have a significant effect on local or national industry?	✓			5	2	10	Yes	The local industry will likely have some disruption / severance as a result of the possible closures. This issue should be investigated further prior to the construction stage. However the proposed line would have a positive impact by developing national industry by increasing rail connectivity with the port (North Killingholme Haven). This should be further investigated at the next stage of development.
11.	**Environmental Constraints on Project**								
11.1	Does the local environment constrain the project e.g.								
	- micro climate			✓	1	1	1	No	The microclimate will not constrain the project.

	- flooding	✓			5	3	15	Yes	The proposed track layouts A-D all cross the floodplain of East Halton Beck. In addition, the existing operational track and Option D lie within an area highlighted by the Environment Agency as being at risk of flooding.
	- noise/vibration			✓	2	2	4	No	Noise/vibration from the local environment are unlikely to constrain the project
	- restricted space		✓					U/K	It is currently unknown if there are any restricted space issues at the sites. This should be reviewed at the next stage of project development.
	- difficult access	✓			5	3	15	Yes	It is likely that large numbers of landowners will be impacted upon by the land take that will be required to facilitate the development of the proposed track layouts. Land ownership issues should be addressed at the earliest opportunity in project development.
	- ecology		✓					U/K	Ecological issues, including protected and invasive species, may constrain or delay the project. An Ecological Walkover Survey should be undertaken at the earliest opportunity to de-risk the project.
12.	**Other**								
12.1	Are there any other possible environmental effects specific to this project? If so list them:								
	Loss of residential dwellings.	✓			5	5	25	Yes	Both Options A and C will require land take (within South End) resulting in either the loss of dwellings (Option C) or a reduction in residential property size (option A), (see EFM, Appendix G for proposed track layouts).
	Significant adverse affect on the character of local villages.	✓			5	5	25	Yes	The proposed opening of the disused railway track and additional track layout options will have a significant negative affect the rural nature of the villages surrounding the scheme (to include South End, East Halton and Goxhill).

N/A =Not Applicable
L = Likelihood
S = Severity
RR = Risk Rating
U/K = Unknown

Appendix I: Estimates

Estimates to Follow

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