



MetroWest+

Portishead Branch Line (MetroWest Phase 1)

TR040011

Applicant: North Somerset District Council

9.10 ExA.WQ1.D2.V1 – Appendix CA.1.9-1 to Applicant's responses to the Examining Authority's Written Questions ExQ1

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Dear Marcus

**The Portishead Branch Line (MetroWest Phase 1) Order
Babcock Integrated Technology Limited, Ashton House, Ashton Vale Road, Bristol**

Many thanks for your letter of 13 October. I have taken instructions.

Dealing with your paragraphs in turn:

Paragraph 1

As will be clear from the remainder of this letter I am not sure that there is anything much now to "proceed between lawyers".

Paragraph 2

My client is grateful to yours for the continued engagement but there is no threat of compulsory purchase of operational land held by Babcock.

To the extent that any land is scheduled in the Order in which Babcock has an interest, either nothing is likely to change or the activities that will be undertaken by my client will be dealt with by way of a Highways Act 1980 agreement, without need for your client's presumed interest in the highway to be acquired. In relation to Network Rail's operational railway land, in which your client has certain rights, for the reasons expressed below I do not envisage such rights will be extinguished or altered by relying on powers in the DCO.

That said my client is happy to continue to keep your client informed of progress as set out in the remainder of this letter.

I do not see that your client is "entitled to seek settlement terms through securing a legal agreement". I also do not see that there is any entitlement to costs for so doing at this time,, although I'm happy to acknowledge that if - contrary to my client's intention – my client does seek to rely on powers in the DCO so as to affect your client, then your client's costs would form a head of claim that could be pursued in accordance with the provisions of the compensation code.

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Paragraph 3

I respond to your points using the headings you have used:

Pedestrian/cycle access ramp and pedestrian crossing

I cannot see that there needs to be any agreement between our clients and Network Rail.

First, it is not envisaged that the ramp will be constructed as part of the main programme of works but would follow later, if it is built.

The ramp, if it is built, will be on Network Rail land, not Babcock land. If any utilities need to be moved as a result then engagement will be undertaken with Babcock at the relevant time. It may be that the removal of the rights over the railway land can be dealt with relying on the historic agreements between Network Rail's predecessors and Babcock's predecessors. I have not looked at them for some time now but may well have termination provisions.

My client is happy to confirm that it will not seek to use the powers in any of articles 27-29 of the draft DCO in relation to plots 16/05 or 16/130.

The proposed works on the A370 would be undertaken with the agreement of the local highway authority under s278 of the 1980 Act.

At this time my client does not anticipate that the proposed ramp will be constructed as part of the main works and is happy to confirm to yours that yours will be given notice of any intention of my client to commence any works relating to the ramp.

Agreement with your client regarding utility relocation, access to your client's site and any required security arrangements will be necessary before the ramp could be constructed.

In relation to the A370 highway works this is not something that my client can confirm will not proceed unless the pedestrian/cycle ramp works are to be delivered. It may be some works within the highway that are necessary but are not linked to the pedestrian ramp. If such works are carried out they will be carried out with the authority of, and as a licensee of, the local highway authority.

Winterstoke Road Upgrades

The Winterstoke Road upgrades and any upgrade to the Ashton Vale Road level crossing will be undertaken under powers contained in the Highways Act 1980.

As with any similar highways works, these will be a matter of agreement between the highway authority and my client, together with Network Rail.

I note that you have asked for your client to receive notification in advance of any proposed closures or highway works. My client is content to confirm that prior notification will be given to your client as a frontage owner.

Next Steps

Given the limited issues between us I would hope that this letter would suffice and that neither an agreement or Statement of Common Ground or side letter is now needed. Whilst I have not provided this letter to the Examining Authority I am happy to do so or for you to do so.

As a local authority, promoter of a DCO and a statutory corporation my client's assurances contained in this letter, which I am authorised to provide on its behalf, should be sufficient for your client to rely on as

creating a legitimate expectation. On that basis I cannot see that an agreement or SoCG is necessary and I cannot justify it to my client in costs terms.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Richard Guyatt', written in a cursive style.

Richard Guyatt
Partner
Womble Bond Dickinson (UK) LLP

Copy to

1. Neil Bromwich, Osborne Clarke
2. Steve Yates, Ardent Management