

DATED 25th MARCH 1996

BRITISH RAILWAYS BOARD

- and -

RAILTRACK PLC

[SHORT FORM]
(Stream-line procedure)

DEMARCATI ON
AGREEMENT

under

RAILTRACK TRANSFER SCHEME

Location: Northampton

Route: Bletchley-Northampton-Rugby (BNR)

Plan No (under Scheme): BNR-2-12/13

Land Charge(s) registered number(s): LC/18491/96
LC/56058/96

[RAILTRACK OPERATIONAL/B.R. NON-OPERATIONAL INTERFACE]

Date: 27th MARCH 1996

THIS DEMARCATION AGREEMENT is made between

(1) BRITISH RAILWAYS BOARD whose principal office is at Euston House 24 Eversholt Street London NW1 1DZ ("the Board") and

(2) RAILTRACK PLC (company registration no. 2904587) whose registered office is at 40 Bernard Street London WC1N 1BY ("Railtrack")

1. Definitions

In this Agreement:

1.1 "the Act" means the Railways Act 1993

1.2 "the Transfer Scheme" means the Railtrack Transfer Scheme made by the Board under Section 85 of the Act

1.3 "the Transfer Date" means the 1st day of April 1994 (when the Transfer Scheme came into force in accordance with the Act)

1.4 "the Plan" means the attached plans nos BI-BNR-2-12/13 (Plans 1, 2, 3 and 4)

1.5 "the Board's Land" is the land shown edged by solid and/or broken orange line on the Plan and includes the boundaries between the Board's Land and Railtrack's Land on the Plan

1.6 "Railtrack's Land" is the land shown edged by solid and/or broken green line on the Plan where it adjoins the Board's Land

1.7 "grantor" and "grantee" shall include the successors of the Board and Railtrack in respect of the relevant land as to which the Board and Railtrack are treated as acting in the capacity of grantor and grantee

1.8 "the Perpetuity Period" shall mean the period of 80 years from the 1st day of April 1994 which shall be the perpetuity period for the purposes of this Agreement

1.9 In clause 9.3 below "the Required Specification" means 1.8 metre high weld mesh fencing on concrete posts to applicable British Standards and the relevant boundaries to be fenced are those between the Board's Land and Railtrack's Land on the Plan

1.10 "Service Media" other than for the purposes of paragraph(s) C and/or E of the Schedule (new service media rights) shall include (but not be limited to) telecommunication apparatus within the meaning of paragraph 1 of the Telecommunications Code (Schedule 2 to the Telecommunications Act 1984)

1.11 References to the Board and Railtrack include their successors as from the Transfer Date unless the contrary is provided

2. Purpose

The purpose of this Agreement is to identify or define property, rights and liabilities transferred to Railtrack or retained by the Board in relation to the Board's Land and

Railtrack's Land in accordance with the requirements of paragraph 2 of Schedule 8 to the Act or Section 91 (1)(c) of the Act (as applicable)

3. Ownership

On the Transfer Date by virtue of the Transfer Scheme Railtrack's Land vested in Railtrack and the Board's Land remained vested in the Board

4. Specific rights

Where the Plan shows any of the following colour markings (or it is stated below that unmarked rights are included) then the relevant provisions below apply:-

4.1 Rights of Way for Railtrack

brown colour on the Board's Land:-

the Board now grants to Railtrack a right of way (in common with the Board and all others now or later entitled to rights) over the land so coloured for the benefit of Railtrack's Land and each part of it such right being pedestrian only (if coloured brown hatched brown) or with or without vehicles (if coloured brown unhatched)

4.2 Rights of Way for the Board

brown hatching or cross-hatching on Railtrack's Land:-

there is reserved to the Board a right of way (in common with Railtrack and all others now or later entitled to rights) over the land so hatched for the benefit of the Board's Land and each part of it such right being pedestrian only (if uncoloured hatched brown) or with or without vehicles (if uncoloured cross-hatched brown)

4.3 Service Media easement(s) for Railtrack

blue line on the Board's Land (broken blue line represents an underground route) and/or unmarked but now used for the benefit of Railtrack's Land :-

the Board now grants to Railtrack the right to have, maintain, repair, cleanse, use, renew, alter and remove the Service Media identified by that line or so now used for the transmission of the services for which they are intended for the benefit of Railtrack's Land and each part of it but so that where the Service Media are used for telecommunications, these rights including the rights of entry for the purposes of inspection, maintenance, repair and renewal may be exercised by Railtrack, Racal-BR Telecommunications Limited or their assigns or others permitted by them.

4.4 Service Media easement(s) for the Board

red line on Railtrack's Land (broken red line represents an underground route) and/or unmarked but identified or capable of being identified :-

subject to clause 5.6 below there is reserved to the Board the right to have, maintain, repair, cleanse, use, renew, alter and remove the service media identified by that line for the transmission of the services for which they are intended for the benefit of the Board's Land and each part of it

5. Provisions applicable to clause 4 rights/reservations

where clause 4 or any part of it applies then the following provisions shall (where relevant) have effect :

Easements - Repair/maintenance

5.1 Where the subject matter of any easement in favour of the Board over Railtrack's Land or vice versa requires repairing, maintaining or replacing from time to time then:

- Sole use by grantee

5.1.1 if it is used solely by the grantee then the grantee of any easement over the Board's Land or Railtrack's Land (as appropriate) may repair and maintain it (but, subject to 5.1.1.3 below, is not obliged to do so) and

5.1.1.1 the grantee shall be entitled to and is by this Agreement granted all necessary rights of entry onto the land of the grantor for the purpose of inspecting, maintaining, repairing and replacing the subject matter of such easement subject to the grantee complying with the provisions of clause 5.5 below and

5.1.1.2 if the grantee fails to repair or maintain the subject matter of such easement within a reasonable time following written notice by the grantor to the grantee of its failure to do so and the failure to repair or maintain causes or may reasonably be expected to cause loss, damage or material inconvenience to the grantor then the grantor shall be entitled so to repair or maintain and recover from the grantee the cost reasonably incurred in this provided that the grantor shall first consult with the grantee as to the anticipated cost of such works, shall have due regard to any response by the grantee and shall not without further consultation substantially increase such costs

5.1.1.3 the remedy of the grantor under 5.1.1.2 above does not exclude any remedy which it may have (at common law or otherwise) for loss, damage or inconvenience which it may sustain through the grantee's failure to repair and maintain

- Joint use by grantor/grantee

5.1.2 if it is used jointly by the grantor and the grantee then either the grantor or the grantee may repair and maintain it (but neither is obliged to do so) and

5.1.2.1 the grantee shall for this purpose be entitled to rights of entry under clause 5.5 below

5.1.2.2 the person repairing or maintaining shall (except to the extent this may in emergency be impracticable) first consult with the other party as to the estimated cost of such works and the anticipated proportion to be borne by that other party and shall have due regard to any response by the other party and shall not without further consultation substantially increase such costs

5.1.2.3 the person incurring costs of repair or maintenance may recover from the other a fair proportion according to user of the costs reasonably incurred

5.1.2.4 neither the Board nor Railtrack nor railway company successors only shall be obliged to meet costs which result in a standard of repair or maintenance in excess of that required for their own requirements as railway operators

Diversion of Easements - general

- 5.2 The grantor may at any time within the Perpetuity Period divert the route of the subject matter of any easement in such manner as the grantor may reasonably require provided that:
- 5.2.1 the grantor shall first make available and complete/commission (as appropriate) to the reasonable satisfaction of the grantee an alternative easement of the same nature for the alternative route (upon similar terms mutatis mutandis to those which applied to the diverted easement)
- 5.2.2 such alternative easement and its route shall be reasonably comparable to that proposed to be diverted
- 5.2.3 the grantor shall show title to grant the alternative easement to the reasonable satisfaction of the grantee
- 5.2.4 the grantor shall bear all costs reasonably and properly incurred by reason of such diversion and any related documentation

Diversion of Easements - additional requirements

- 5.3 If at the relevant time the use by the grantee or persons authorised by it of a right of way to which this clause 5 applies is for railway related purposes or includes these the following additional provisions apply for the benefit of the grantee:
- 5.3.1 the alternative route shall be first approved by the grantee (such approval not to be unreasonably withheld or delayed)
- 5.3.2 the grantor shall carry out at its own sole expense any works reasonably required by the grantee arising by reason of the diversion or provision of an alternative route to the reasonable satisfaction of the grantee (which may include (but without loss of generality) relocation of vehicle parking, new hard standings, relocation of fencing/new fencing, changing existing security systems or installing new security systems)

Utilities - costs and metering

- 5.4 Where the subject matter of any such easement used jointly by the grantor and grantee is a pipe or cable supplying water, gas or electricity then:
- 5.4.1 each party shall be responsible for payment of the cost of supplies to their respective properties
- 5.4.2 the grantee shall (where practicable and unless otherwise agreed) install metering devices in such positions as may be agreed to be appropriate for measuring the extent of use of such services by the grantee
- 5.4.3 in the absence of any metering device or in the event of its failure the grantor and the grantee shall agree appropriate methods of determining what may fairly be regarded as their respective costs and shall pay accordingly
- 5.4.4 where the pipe or cable is jointly used in passing through both the Board's Land and Railtrack's Land (so that both parties are grantor and grantee in respect of different sections) the obligation to install metering devices shall be joint

Rights of Entry

- 5.5 The exercise of all rights of entry granted in this clause 5 may be undertaken with or without workmen and materials but shall be subject to the grantee giving to the grantor 48 hours' prior written notice of intention to exercise the rights (except in the case of emergency when such notice as is possible will be given) and
- 5.5.1 entry shall be over such route over the grantor's land as the grantor may (if it wishes) reasonably require and
- 5.5.2 the grantee shall carry out such work at such time and in such manner as is reasonable in all the circumstances, causing as little damage to the grantor's land as is reasonably possible, using reasonable endeavours to cause as little inconvenience and disturbance as reasonably practicable and making good any damage so done to the grantor's land as soon as reasonably practicable
- 5.5.3 if the grantor's land is used for railway purposes then:
- 5.5.3.1 the notice to be given by the grantee to the grantor shall be the longer of 48 hours and such as is required by railway industry safety standards from time to time in force (except in case of emergency when less notice but as long a notice as is possible will be given so long as that is consistent with railway industry safety standards) and
- 5.5.3.2 the grantee shall use all reasonable endeavours to pre-plan any such entry so as to enable any necessary railway possessions or electricity isolations to be programmed with minimum inconvenience to railway operation and shall:
- (i) pay to the grantor any costs or losses arising including (but not limited to) those incurred in consequence of the grantor being unable to deliver in timely manner any train paths for which it may then have contracted
- (ii) adhere to all safety requirements for the railway including (but not limited to) adherence to railway industry safety standards and safety validation of contractors employed

Identification of Unmarked Service Media

- 5.6 The reservation contained in clause 4.4 above in respect of service media not shown on the Plan shall absolutely cease and determine at the expiration of a period of 10 years from the Transfer Date (or on any sale or transfer by the Board of the Board's Land or the relevant part of it if earlier) unless prior to then the Board and Railtrack shall annex to their respective parts of this Agreement agreed plans showing the location and nature of the Service Media serving or in situ and capable of serving the Board's Land for which (if proper enquiry had been made prior to the date of this Agreement) it would have been reasonable and proper for the Board to require to be shown on the Plan so as to be the subject of the reservation ("the Defined Service Media"). The reservation contained in clause 4.4 will then as from the expiration of that period (or the date of annexation of agreed plans if earlier) apply only to Service Media marked on the Plan and the agreed plans. To enable such unmarked Service Media to be identified, the following provisions shall apply:-
- 5.6.1 Railtrack shall within 56 days (to include site inspection if any) of written request being received from the Board, forward to the Board a plan showing all Service Media serving the Board's Land and located on, over or under Railtrack's Land known to Railtrack or which with reasonable enquiry are capable of being identified from Railtrack's records or records available to it (but so that this shall not oblige

Railtrack to carry out any site inspection).

- 5.6.2 If Railtrack shall fail to respond to such written request or if it shall reasonably and properly appear to the Board that any response given is incomplete, then Railtrack shall afford access to its records or records available to it so as to permit the Board to pursue reasonable investigation of them.
- 5.6.3 The Board and Railtrack agree to sign in duplicate plans showing all the Defined Service Media so identified and to annex one copy to their part of this Agreement.
- 5.6.4 Railtrack may (if so required in connection with any existing or proposed grant or disposal in relation to Railtrack's Land) implement the procedures for annexation of agreed plans as follows :
- 5.6.4.1 Railtrack may notify the Board that it wishes (for the reasons stated above) to confirm the effect of this clause 5.6
- 5.6.4.2 With that notification, Railtrack shall forward to the Board a plan showing the Defined Service Media. In the event that there are no such Service Media, none will be shown on the plan and this fact will be stated.
- 5.6.4.3 The plan shall be agreed on the basis of the same principles appearing under 5.6 above and the Board and Railtrack agree to sign in duplicate plans showing the Defined Service Media (or, where applicable, statements as to the absence of Defined Service Media) and to annex one copy to their part of this Agreement.

6. Mines and minerals

Railtrack's Land includes any mines or minerals under the Board's Land and which at the Transfer Date were owned by the Board and to the extent necessary to give effect to this this Agreement operates as a transfer of such mines and minerals

7. Easements excluded

Railtrack's Land is not subject to any easement or right of light, air or support or other easement or right whatsoever in favour of the Board's Land except:

- 7.1 to the extent (if at all) resulting from clause 4 of this Agreement or stated in any Schedule to this Agreement
- 7.2 for a right of support to the extent currently enjoyed by the Board's Land in respect of Railtrack's Land (but so that this does not imply any ancillary right of entry upon Railtrack's Land)

8. Easements included

The following easements subsist for the benefit of Railtrack's Land and each part of it and the Board grant and confirm these (as necessary) to Railtrack :-

- 8.1 the right at any time to erect or suffer to be erected any buildings or other erections and to alter any building or other erection now standing or afterwards to be erected on any part of Railtrack's Land in such a manner as to obstruct or interfere with the passage of light or air to any building which is or may be erected upon the Board's Land and any access of light and air over Railtrack's Land shall be treated as enjoyed by the licence or consent of Railtrack and not as of right

- 8.2 the right of support from the Board's Land for Railtrack's Land and works
- 8.3 the right with or without workmen and equipment at all reasonable times (after giving reasonable prior written notice where practicable) to enter upon the Board's Land (but not into any buildings there) for the purpose of inspecting, maintaining, repairing, renewing, altering or removing any fences, walls, railway banks, abutment or retaining walls, bridges and other works on Railtrack's Land subject to clause 8.4 below
- 8.4 the above right of entry is subject to Railtrack minimising inconvenience and as soon as reasonably practicable making good all damage occasioned to the Board's Land in its exercise
- 8.5 the right with or without workmen and equipment to enter on the Board's Land for the purpose of ascertaining performance of the Board's obligations under clauses 9.3 and 9.4 below and (if necessary in the opinion of Railtrack) carrying out those obligations

9. Covenants by Board

THE Board covenant with Railtrack for the benefit and protection of such part of Railtrack's Land as is capable of being benefited or protected and with intent to bind so far as legally may be the Board and the Board's successors in title, owners for the time being of the Board's Land or any part of it in whosoever hands it may come but not so as to bind the British Railways Board personally after they shall have parted with all interest in the land to which this covenant relates so long as the Board shall first procure a direct covenant from the buyer with Railtrack in the terms of this clause 9 to the reasonable satisfaction of Railtrack (paying or providing payment of Railtrack's reasonable related costs) :-

- 9.1 that there shall not at any time on any part of the Board's Land within 10 metres of the boundary between the Board's Land and Railtrack's Land be carried out any works including (but not limited to) the making of excavations, the alteration of ground levels, the implementation of external lighting or landscaping schemes and the erection of or external addition to any buildings or structures without
- 9.1.1 there having previously been submitted detailed plans and sections of the works in triplicate to Railtrack; and
- 9.1.2 Railtrack's approval having been obtained (such approval not to be unreasonably withheld or delayed); and
- 9.1.3 compliance with such reasonable conditions as to foundations or otherwise as Railtrack shall deem it necessary to impose for the protection of the safety and operation of the railway and of Railtrack's rights under this Agreement; and
- 9.1.4 (if reasonably required by Railtrack for the purposes mentioned above) agreement on and completion of a Works Agreement and/or methods statement, incorporating such reasonable requirements as Railtrack shall properly require.
- 9.2 That there shall not without the provisions of 9.1.1 to 9.1.4 (inclusive) above being complied with in relation to such works, be :-
- 9.2.1 constructed any building or structure which exceeds either 20 metres or 4 storeys in height on any part of the Board's Land within 25 metres of the boundary between

- the Board's Land and Railtrack's Land or
- 9.2.2 made any deep unsupported excavations within 30 metres of the boundary between the Board's Land and Railtrack's Land.
- 9.3 forthwith (subject to compliance with Railtrack's proper safety requirements) to Railtrack's reasonable satisfaction to erect on the Board's Land and afterwards maintain (and if necessary renew) fences of the Required Specification along such part of the boundary between the Board's Land and Railtrack's Land as lacks a fence or wall or which Railtrack consider to be inadequately fenced and to pay on demand Railtrack's reasonable costs for look-out protection, railway possessions and electrical isolations reasonably and properly required in connection with the erection or renewal of such fencing.
- 9.4 to Railtrack's satisfaction to maintain (and if necessary renew) the existing fences along the boundary between the Board's Land and Railtrack's Land to the extent that 9.3 above does not apply
- 9.5 (save where inconsistent with any express grants contained in this Agreement) not to discharge drainage
- 9.5.1 into or onto Railtrack's Land nor
- 9.5.2 (unless fully contained in a proper drainage system) into or onto the Board's Land towards Railtrack's Land
- 9.6 to pay to Railtrack the costs incurred reasonably by Railtrack in carrying out the Board's obligations under clause 8.5 above
- 9.7. not to surcharge cutting slopes on Railtrack's Land nor destabilise such cutting slopes.
- 9.8 that there shall not be carried out any works on the Board's Land
- 9.8.1 which cannot be carried out or subsequently maintained from the Board's Land without entry onto or over Railtrack's Land; or
- 9.8.2 which entail the construction of any soakaway or the lowering of the water table within 20 metres of the boundary between the Board's Land and Railtrack's Land unless first approved by Railtrack (such approval not to be unreasonably withheld or delayed); or
- 9.8.3 which affect (by mechanical excavation or equivalent) Service Media in the Board's Land for which rights subsist for the benefit of Railtrack's Land without prior compliance with the provisions of clauses 9.1.3 and 9.1.4 above unless the Board cannot reasonably be expected to know of the existence and/or location of such Service Media. It shall not be reasonable to expect knowledge of Service Media which Railtrack have on receiving a written request from the Board failed to disclose prior to the carrying out of the relevant works (provided that Railtrack shall have been afforded a reasonable period for enquiry or search) if with reasonable enquiry or searches of records available to Railtrack disclosure could have been made or if (the Board having carried out reasonable further investigations) it has proved impracticable to determine the existence and/or approximate location of such Service Media. The Board will notify Railtrack in writing of Service Media disclosed by the further investigations.

- 9.9 that there shall not be constructed any road or parking area on the Board's Land adjoining Railtrack's Land without there being erected to Railtrack's reasonable satisfaction suitable kerbing or crash barriers of a design reasonably specified by Railtrack and in a position reasonably approved by Railtrack (such approval not to be unreasonably withheld or delayed) so as to prevent vehicles accidentally moving onto Railtrack's railway.
- 9.10 that (save with the express prior agreement of Railtrack) no cranes or piling rigs shall be positioned or used upon the Board's Land
- 9.10.1 so that it is possible for the crane's jib or skip to sail over Railtrack's Land or for such crane or rig to fall within 2 metres of Railtrack's Land or for the crane's load to swing over Railtrack's Land or
- 9.10.2 without prior notification to Railtrack.
- 9.11 that (unless carried out in accordance with a lighting scheme approved by Railtrack, such approval not to be unreasonably withheld or delayed) there shall not be placed on the Board's Land any light which could be likely to be confused with any signal on Railtrack's railway or which may interfere with or affect the sighting of signalling on or the operation of its railway
- 9.12 to remove, relocate or screen such light so that no confusion or interference shall occur forthwith upon being notified by Railtrack that in Railtrack's proper opinion such confusion or interference has arisen or is likely to arise.
- 9.13 to the extent that it is lawful for Railtrack so to require:
- 9.13.1 (unless carried out in accordance with a landscaping scheme approved by Railtrack, such approval not to be unreasonably withheld or delayed) not to plant on the Board's Land any trees or shrubs such that if grown to their mature height they could fall within 2 metres of Railtrack's Land
- 9.13.2 to manage all new and existing trees and shrubs on the Board's Land so that it is not possible for their branches to overhang the boundary with Railtrack's Land or for them to provide a means of scaling the boundary fence between the Board's Land and Railtrack's Land and so as to minimise leaf fall and root penetration onto the railway.
- 9.14 no external works of repair and maintenance nor external repainting above ground level shall be carried out to the railway elevation of any buildings or structures on the Board's Land located in close proximity to the railway nor renewal of railway boundary fencing shall be carried out without (in each case) reasonable prior and sufficient notification to Railtrack nor without compliance with such reasonable conditions as Railtrack may properly require for the safety and/or protection of railway operation and structures on the railway land and of workmen on the Board's Land.
- 9.15 that materials are not to be stored or stacked on the Board's Land in such a manner that on collapse they might encroach on Railtrack's Land or lean against the fencing between the Board's Land and Railtrack's Land and cause a danger to the safe operation of the railway.
10. Position pending disposal by Board

Railtrack agrees not to enforce the covenants under clauses 9.3, 9.4, 9.6 and 9.13.2 unless after the Transfer Date the Board shall use or occupy the Board's Land or part of it or permit anyone else to do so (other than under a licence, tenancy or lease existing at the Transfer Date or any renewal of it) or dispose of the Board's Land or part of it or any interest in it but pending the coming into operation of such covenants :-

- 10.1 the Board shall be under an obligation to Railtrack (where Railtrack's Land is used for railway purposes, and its safety might be prejudiced by trespass due to the absence or disrepair of any existing boundary wall or fence, and any part of the boundary between the Board's Land and Railtrack's Land is unfenced) to maintain fencing around other parts of the Board's Land so as to avoid such trespass and
- 10.2 in the event of failure to perform such obligations within a reasonable period following notice in writing from Railtrack of any breach then Railtrack may proceed to enforce the covenants under clauses 9.3, 9.4, 9.6 and 9.13.2 above but
- 10.2.1 where there is an occupational licence tenancy or lease existing at the Transfer Date in respect of the Board's Land or the relevant part of it then the costs of compliance with clauses 10.1 and 10.2 shall be the Board's insofar as these involve maintenance (or if necessary renewal) of existing fences or management of vegetation to the extent that the occupational licence tenancy or lease imposes such costs on the licensee or tenant
- 10.2.2 in all other cases the costs arising out of compliance with clauses 10.1 and 10.2 above shall be shared equally by the Board and Railtrack who shall consult together regarding the works and as to the level of costs to be incurred prior to commencing any works and the party liable to contribute to the other's costs shall pay all sums due on demand
- 10.3 Where there is a disposal of part of the Board's Land which does not adjoin Railtrack's Land but which is fenced off to Railtrack's reasonable satisfaction and maintained so fenced off then
- 10.3.1 this shall not bring into operation clause 9.3 or 9.4 and
- 10.3.2 Railtrack shall not be liable to contribute costs under clause 10.2.2 above in relation to that or any other fencing around the relevant part of the Board's Land.
- 10.4 Railtrack's agreement not to enforce certain covenants as set out above shall continue to have effect in relation to any part of the Board's Land not so used or occupied or disposed of to the intent that the bringing into use or occupation or disposal of part only shall not take effect so as to make the Board liable to Railtrack under the suspended covenants in respect of the whole of the Board's Land.

11. Apportionment

Where any part of Railtrack's Land and the Board's Land is held by Railtrack and the Board subject to or with the benefit of any rent, rentcharge or other payments affecting the estate and interest of both Railtrack and the Board then that rent, rentcharge or other payment shall be divided or apportioned between Railtrack and the Board and so that one part is payable in respect of, or charged on, the estate or interest of Railtrack and the other is payable in respect of, or charged on, the estate or interest of the Board and:

11.1 if any such apportionment is stated in the Schedule below, then that will apply accordingly

11.2 if not stated in the Schedule then that apportionment shall be such as is fair and appropriate and as may be agreed in writing between Railtrack and the Board (such agreement not to be unreasonably withheld or delayed).

12. Performance of obligations

Relevant Obligations shall be suspended to the extent that and for so long only as performance by the party owing the Relevant Obligations is demonstrated by that party to have been rendered impossible by the existence of a Binding Occupation and

12.1 Relevant Obligations are those comprised in any covenant by Railtrack or the Board under this Agreement

12.2 A Binding Occupation is an occupational licence, tenancy or lease existing at the date of this Agreement in respect of the Board's Land or Railtrack's Land (as the case may be) or the relevant part of it in favour of a third party unconnected with the party owing the Relevant Obligations and includes (in the case of a tenancy or lease) a statutory renewal on similar terms.

12.3 The party owing the Relevant Obligations shall inform the other as soon as any Binding Occupation shall have ceased to have effect.

13. Notices

13.1. - to Board

Any notice which under this Agreement is to be given to the Board shall be sufficiently served if (and only if) delivered by hand or sent by registered letter or recorded delivery addressed to the Managing Director of British Rail Property Board at 1 Eversholt Street London NW1 2DD or such other person at such address as the Board shall notify to Railtrack for this purpose

13.2 - to Railtrack

Any notice which under this Agreement is to be given to Railtrack shall be sufficiently served if (and only if) delivered by hand or sent by registered post or recorded delivery addressed to the Director Property, Railtrack PLC at Fitzroy House 355 Euston Road London NW1 3AG or such other person at such address as Railtrack shall notify to the Board for this purpose

14. Stamp Duty

This Agreement is an instrument on which (subject to certification by the Secretary of State) stamp duty is not chargeable as referred to in paragraph 2(3) of Schedule 9 of the Railways Act 1993

15. Schedule

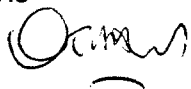
Where there is any schedule to this Agreement the additional provisions of such schedule(s) are incorporated in this Agreement

EXECUTED and delivered by the Board and Railtrack as a deed as first dated above

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

a person appointed to act instead of the Secretary

THE COMMON SEAL of RAILTRACK)
PLC was affixed in the)
presence of:)



Authorised signatory, as approved
by a resolution of the board
of Railtrack PLC on 5th December 1994

RAILTRACK PLC SEAL REGISTER No: ...6602

SCHEDULE

Additional Provisions

A. Railtrack Mines and Mineral Covenant

- A.1 Railtrack covenants with the Board for the benefit and protection of such part of the Board's Land as is capable of being benefited or protected and with intent to bind so far as legally may be Railtrack and Railtrack's successors in title, owners for the time being of the Transferred Mines and Minerals or any part of them in whosoever hands they may come, not to work or cause, permit or suffer to be worked the Transferred Mines and Minerals
- A.2 Railtrack's covenant above shall not bind Railtrack PLC personally after it shall have parted with all interest in the Transferred Mines and Minerals so long as Railtrack shall first produce a direct covenant from the transferee with the Board in the terms of paragraph A.1 above to the reasonable satisfaction of the Board (paying or procuring payment of the Board's reasonable related costs)
- A.3 "Transferred Mines and Minerals" are those transferred under clause 6 above.

B. Electrification Provisions

- B.1 The covenants contained in clause 9 of this Agreement shall also include the following
- 9.16 that so long as the whole or part of Railtrack's adjoining or neighbouring railway shall be an electrified line (provided that electrification shall have taken place not later than expiration of the Perpetuity Period) then:
- 9.16.1 no inflammable vapour or gas shall at any time be emitted at the Board's Land in such manner as might lead to spontaneous ignition or arcing of electrical current
- 9.16.2 no hosepipes, cranes or other jibbed structures shall at any time be used on the Board's Land in such proximity to Railtrack's Land and works that danger may result
- 9.16.3 cathodic protection shall not be applied to any cables or pipes under the Board's Land adjoining Railtrack's Land without the proposed cathodic protection scheme being reported to Railtrack's Engineer so as to enable joint interference tests to be carried out if necessary
- 9.16.4 in relation to such parts of the Board's Land ("the Restricted Areas") as shall be within 2.75 metres of any electrical equipment (or 5 metres of equipment requiring special precautions and marked on the Plan or subsequently notified in writing to the Board) which is installed within Railtrack's Land within the Perpetuity Period (including supporting masts, cables and associated works):
- (i) *no building or erection shall be erected or added to in the Restricted Areas*
- (ii) the Board and their successors shall not enter on the Restricted Areas nor permit or suffer any person to enter on them or operate any tool or machine there without the prior approval of Railtrack and without compliance with such reasonable conditions as to safety as Railtrack shall deem it necessary to impose Provided always that this paragraph (ii) shall not restrict activities inside any building on the Board's Land at the date of this agreement or which shall have been constructed with the approval

of Railtrack under these provisions and in accordance with any conditions of such approval

B.2 the rights contained in clause 8 of this Agreement shall also include the following:

the right to install electric traction equipment on Railtrack's Land notwithstanding that this may interfere with the use of or otherwise affect any cables or pipes under the Board's Land

C New Service Media and Upgrading of Accesses

C.1 Definitions

In this paragraph C:

1.1 "Existing Access/Accesses" means any land shown on the Plan (s) coloured brown, coloured brown hatched brown, uncoloured hatched brown or uncoloured cross-hatched brown.

1.2 "Land Required" means such further land and/or airspace (being part of the Board's Land or Railtrack's Land) immediately adjoining the land and/or airspace so coloured and/or hatched or cross-hatched as is the minimum amount reasonably necessary to enable the Existing Access to be upgraded to the standard required for the Proposed Use, such land and/or airspace (where applicable) to include or to consist of sight lines at the junction of the Existing Access with the public highway or other road providing through access between the public highway and the Board's Land/Railtrack's Land as appropriate.

1.3 The phrase "standard required for the Proposed Use" means of such width, construction and specification as shall be specified by the local planning or highway authority or utility company (as appropriate) as being necessary if the Board's Land and/or Railtrack's Land is developed for the Proposed Use.

1.4 "Proposed Use" means in case of the Board's Land and Railtrack's Land respectively the use reasonably contemplated at the date approval is sought pursuant to paragraph 5.1.1 below.

1.5 "Relevant Land" means:

1.5.1 the whole of the Board's Land

1.5.2 no part of Railtrack's Land

1.6 The phrase "upgrading of Access(es)" shall mean all works necessary and required by the local highway authority for adoption of the New Road as a highway maintained at the public expense and shall include not only the construction of wearing surfaces and road sub-structures but also road drainage, installation/improvement of lighting, imposition of traffic control measures (e.g. roundabouts, traffic lights, yellow lining) removal of obstructions to sight, construction of sight splays and footpaths etc. and in case of bridge widening shall also include the construction of new bridge sub-structures or super-structures

1.7 "installation of service media" shall include the construction of necessary structures such as substations, pumping stations etc.

- 1.8 "Approved Plans" means the plans and sections, works agreement and/or methods statement previously approved by the Board or Railtrack pursuant to paragraph 5.1.1 below.
- 1.9 "the New Road" means the new/improved roadway as identified pursuant to paragraph 2.2.4 below and which is to be the subject of the Approved Plans
- 1.10 "Compensatory Matters" means in relation to the grantor's railway undertaking (where applicable) and to the land of the grantor affected by Upgrading of Access Rights or New Service Media Rights the making good of the direct effects of the grant and exercise of such rights, including such matters as are set out in paragraphs 1.10.1 to 1.10.4 below, but excluding payment of any value for the Land Required which is attributable to its being required for the New Road or for any development or use of the grantee's land. The relevant matters described above comprise:
- 1.10.1 the replication without expense to the other of facilities lost or diminished or the payment of loss of income or of value arising through demolition of any building and the permanent termination of a tenancy
- 1.10.2 the permanent loss of opportunity of letting or other dealing with land but only to the extent that a valid existing proposal for such can be reasonably then established
- 1.10.3 the payment of any third party compensation (including for tenants, lessees and licensees) or costs properly incurred in obtaining possession of land affected
- 1.10.4 the payment of such sum as shall fairly compensate the grantor for any increased maintenance liability
- 1.11 "Upgrading of Access Rights" means those rights set out in paragraph C3 below
- 1.12 "New Service Media Rights" means those rights set out in paragraph C4 below
- 1.13 "Prior Requirements" means the provisions of paragraph C5 below
- 1.14 "the Grant Period" shall mean the period ending on whichever is the earliest of:
- 31st March 2005; or
- the date of disposal of the Board's Land or Railtrack's Land or the relevant part of it (as the case may be); or
- if a disposal is permitted pursuant to paragraph 2.3, 7 years from the date of that disposal
- 1.15 "the Rights Exercise Period" shall mean the period ending on the 31st March 2010
- 1.16 "the Rights Negotiation Area" means in relation to Railtrack's land such part of it (if any) as is shown cross hatched green on the Plan and in relation to the Board's Land means not applicable
- C.2 Grant of rights
- 2.1 The provisions of this paragraph C.2 constitute arrangements under which the Board and Railtrack may negotiate and grant and receive certain rights, such arrangements

being personal to the Board and Railtrack and non-assignable save as provided in paragraph 2.3 below but without prejudice to the exercisability of the rights (when granted) by successors or assignees (but so that references in this paragraph C.2 to the Board or Railtrack or to the grantor or grantee shall exclude their respective successors or assignees save as provided in paragraph 2.3)

- 2.2 The Board may in relation to Railtrack's Land and Railtrack may in relation to the Board's Land call for the negotiation and grant within the Grant Period of Upgrading of Access Rights and/or New Service Media Rights and
- 2.2.1 this shall be by way of written notice containing sufficient particulars as shall enable identification of the proposed subject matter of the grants as envisaged by paragraphs 2.2.4, 2.2.5 and 2.2.6 below
- 2.2.2 the parties will treat with each other in good faith and neither shall withhold consent wholly or partly by reason of that party losing the ability to extract a payment from the other as a condition for giving such consent
- 2.2.3 subject to paragraph 2.4 below the existence of this paragraph C shall not constrain either party from dealing with its own land (whether by sale, lease or otherwise), although where the Board or Railtrack have received written notice from the other of that other's reasonable expectations as regards a prospective grant under this paragraph C, then the recipient shall have reasonable regard to such expectations (but where to do so might result in the recipient incurring detriment within the ambit of the Compensatory Matters, then the recipient shall be entitled to put the other to election as to whether the recipient may act so as to avoid that detriment, or whether the recipient shall be compensated in respect of the Compensatory Matters)
- 2.2.4 a grant shall not be made in respect of Upgrading of Access Rights without the New Road and the Land Required having been defined in agreed plans
- 2.2.5 a grant shall not be made in respect of New Service Media Rights without either the route(s) of these or a corridor within which such routes shall lie having been defined in agreed plans
- 2.2.6 a grant shall not be made in respect of paragraph 4.2 unless:
- the land afforded constitutes the minimum standard required for the Proposed Use and it is impracticable for the relevant facility to be located on the grantee's land
 - the leased land is defined in agreed plans
- 2.2.7 where the land to be affected by the Upgrading of Access Rights lies outside the Existing Access/Accesses this shall be the minimum necessary to meet the standard required for the Proposed Use
- 2.2.8 the grantor may require that the New Road shall not provide access to land of a third party who otherwise would have had to have entered into negotiations with the grantor for a right of way
- 2.2.9 the grantee may put forward as part of its proposal a route for the New Road which constitutes a reasonable diversion of the Existing Access/Accesses, and the grantor shall give reasonable consideration to this, having regard to paragraph 2.2.2, although the grantor shall subject to paragraph 2.2.2 have full discretion as regards the acceptability of any such diversion only insofar as the safety and operation of

the railway is concerned

2.2.10 the grantee shall pay the costs reasonably and properly incurred by the grantor in evaluating and responding to the grantee's proposals (including in-house costs) and in respect of any documentation entailed in the grant of the Upgrading of Access Rights and/or New Service Media Rights, and shall pay or undertake to pay reasonable sums in respect of the Compensatory Matters

2.2.11 the grants shall:

- not diminish to a material extent beyond that which is a natural consequence of these arrangements the area of the grantor's land available for its beneficial use and occupation;
- not restrict the then current use of or operations upon the grantor's land to any material extent;
- be on such terms that the safe operation, the support to, and stability of, any railway on the grantor's land are given all proper protection;
- not materially prejudice beyond that which is a natural consequence of these arrangements the likely costs or feasibility of any substantial development or enhancement of facilities on the grantor's land then in contemplation or reasonably likely to occur
- not be inconsistent with any then existing tenant's or other third party rights
- not (where New Service Media Rights are concerned) be made across the railway where this would not have been the normal practice of the Board up to 31st March 1994 in the disposal of land in the nature of the Board's Land

2.3

2.3.1 If either the Board or Railtrack shall wish to dispose of the Relevant Land owned by it and to assign the benefit of its prospective entitlement to receive certain grants under this paragraph C it shall serve written notice on the other of them stating which rights it wishes to assign and which part of the land of the other party is affected. Such notice shall include a plan showing clearly the affected land, which shall be the minimum reasonably necessary for the relevant purpose.

2.3.2 The party receiving the notice shall act reasonably and not withhold consent to the requested assignment if the nature of the rights to be assigned and the part of the land affected shall represent a reasonably precise indication of what the assignee can require.

2.3.3 It shall be reasonable for the party whose consent is required to receive a release from the disposing party from the rights contained in this paragraph C.2 save only those agreed to be assigned and to place time restrictions (being not less than 12 months) on the exercise of the rights by the assignee

2.3.4 No such assignment may be made:

2.3.4.1 other than once only so that no further assignment of the same subject matter shall be permitted

- 2.3.4.2 without the prospective assignee providing to the party whose consent is required a deed of covenant in reasonably acceptable form to observe and perform the relevant obligations under this Agreement
- 2.3.4.3 without written consent from the other party
- 2.3.5 Once the nature of rights and/or the extent of affected land is identified under paragraph 2.3.2, the provisions of paragraph 2.2 will not apply to any more extensive rights or affected land
- 2.3.6 Paragraph 2.2.10 applies mutatis mutandis to this paragraph 2.3

UPGRADING/NEW SERVICE MEDIA RIGHTS COVENANT

- 2.4 Where Railtrack's Land includes a Rights Negotiation Area (and so giving rise to an entitlement on the part of the Board under paragraph 2.2 above) then Railtrack now covenants with the Board for the benefit and protection of the Relevant Land and with intent to bind so far as legally may be Railtrack and Railtrack's successors in title, owners for the time being of the Rights Negotiation Area or any part of it in whosoever hands it may come not to dispose of the Rights Negotiation Area or any part of it without giving prior written notice to the Board and affording the Board reasonable time in which to call for, negotiate and receive such grants that the Board may be entitled to require under paragraph 2.2 above, but so that
 - 2.4.1 no land charge shall be registered by or on behalf of the Board (as the Board now undertakes) in respect of the contents of this paragraph 2 (except for any completed grant) other than with specific reference to the Rights Negotiation Area.
 - 2.4.2 a disposal for these purposes shall not include
 - 2.4.2.1 a lease or tenancy for railway purposes which makes provision for the exercise of the rights under this paragraph C.2
 - 2.4.2.2 a mortgage or charge
 - 2.4.2.3 a disposal of the entire interest of the disposing party in the Rights Negotiation Area or part of it where the acquiring third party acquired the land and railway business carried on there as a going concern so long as Railtrack shall first procure from the acquiring third party a direct covenant with the Board in the terms of this paragraph 2.4 (mutatis mutandis).
 - 2.4.3 where notice is given to the Board under paragraph 2.4 and the circumstances described in paragraph 2.4.4 below apply, then the covenant contained in paragraph 2.4 above shall be deemed to have been fulfilled in respect of the relevant disposal, and Railtrack shall be at liberty to proceed with it.
 - 2.4.4 the circumstances described above are either that:
 - 2.4.4.1 the Board have not within 28 days of receipt of the relevant notice served upon Railtrack proposals complying with paragraph 2.2.1 above or;
 - 2.4.4.2 the Board have not within 28 days of receipt of the relevant notice served upon Railtrack counternotice indicating with a reasonable degree of clarity and definition the Board's expectations in respect of its prospective grant under this paragraph C and the extent to which Railtrack's disposal will or will not be consistent with such

expectations;

- 2.4.5 the Board shall take such steps as may reasonably be required by Railtrack in order to ensure that the effect of these provisions is not, as consistent with the Board's entitlement, unnecessarily to sterilise dealings with or the use of Railtrack's Land, and will give such consents and confirmation as may reasonably be required for this purpose without delay.
- 2.4.6 to the extent that Railtrack might suffer financial prejudice within the ambit of the Compensatory Matters as a result of any loss of or delay occasioned to a disposal by virtue of this covenant, then paragraph 2.2.3 shall apply, to the intent that the Board may either act so as to enable Railtrack to avoid such prejudice or will compensate Railtrack in respect of the Compensatory Matters.
- 2.4.7 this covenant shall be deemed to be automatically released upon the completion of the grants which are the subject of the Board's entitlement in respect of the Rights Negotiation Area (or the expiry of the Grant Period, if earlier) and the Board shall without delay and without cost to Railtrack cancel any land charge in respect of this covenant or the contents of this paragraph C.2 at the request of Railtrack.
- 2.5 Where the Board's Land includes a Rights Negotiation Area then the Board now covenants with Railtrack in the like terms (mutatis mutandis) in relation to that land as provided in paragraph 2.4 above, and so that references in paragraph 2.4 to "Railtrack" shall be construed as referring to "the Board" and vice versa.

C.3 Upgrading of Access Rights

The rights, subject to the Prior Requirements:

- 3.1 For the Board and/or Railtrack within the Rights Exercise Period to enter upon the Land Required for the purposes of constructing the New Road without cost to the other (subject only to paragraph 5.1.4 below) in accordance with the Approved Plans.
- 3.2 At all times following completion of construction of the New Road, rights of way in the terms set out in clauses 4.1 or 4.2 of this Agreement for the benefit of the Relevant Land and every part of it and easements in the terms set out in clauses 4.3 and 4.4 of this Agreement in respect of service media and sight lines forming part of the New Road.
- 3.3 To require the Board or Railtrack as the case may be as owner for the time being of the site of
- 3.3.1 the New Road or any relevant part of it to join in any dedication/adoption agreement/agreement to convey land to effect adoption required by the local highway authority so long as the owner of the land shall be indemnified in respect of the reasonable and properly incurred costs relating to such agreement and adoption and shall not be obliged to be a party for any purpose other than as such owner or to incur any liability or otherwise be subject to unreasonable terms.
- 3.3.2 any new bridge works to enter into such form of easement with the highway authority as shall be specified in the relevant works agreement

C.4 New Service Media Rights

- 4.1 The rights, subject to the Prior Requirements:
- 4.1.1 For the Board and/or Railtrack within the Perpetuity Period to enter upon so much of the land of the other as may be agreed for the purposes of laying or constructing the New Service Media in accordance with the Approved Plans.
- 4.1.2 For an easement in the terms of clause 4.3 or 4.4 (as applicable) of this Agreement in respect of such New Service Media.
- 4.1.3 To require the Board or Railtrack as the case may be as owner for the time being of the relevant land to join in any dedication/adoption agreement to effect adoption required by the relevant utility company so long as the owner of the land shall be indemnified in respect of the reasonable and properly incurred costs relating to such agreement and adoption and shall not be obliged to be a party for any purpose other than as such owner or to incur any liability or otherwise be subjected to unreasonable terms (or terms other than those under which the owner may usually contract with such utility company, where such usual arrangements exist).
- 4.2 A lease of the necessary land of the grantor where any part of the works under New Service Media Rights shall include the construction of a building or structure which either the Board or Railtrack reasonably consider is not suitable subject matter for an easement but instead would require to be the subject of a lease for legal efficacy, and such lease shall be granted to the grantee or (as reasonably required) the appropriate utility company at a nominal rent but otherwise subject to such exceptions, reservations, covenants and conditions as shall reasonably be required by whoever is to be the landlord.
- C.5 Prior Requirements
- 5.1 Neither the Board nor Railtrack shall carry out any works pursuant to the Upgrading of Access Rights or New Service Media Rights without first:
- 5.1.1 complying with the provisions of clauses 9.1.1 to 9.1.4 (inclusive) of this Agreement, substituting the Board for Railtrack, where it is Railtrack that is desirous of carrying out such works; and
- 5.1.2 obtaining all necessary planning consents for the works and supplying copies of these to the other; and
- 5.1.3 offering to the other (to the extent that this is not adequately covered in any Works Agreement or - where enforceable by the other - in any other agreement with the local highway authority or utility company) a reasonably satisfactory performance bond or similar security to cover completion of the works in a sum reasonably required and in addition (if relevant) reasonable security for the costs and expenses for which the other party may be liable in a sum reasonably specified in the event that the works are not carried out and completed in accordance with any agreed programme of works; and
- 5.1.4 consulting the other party as to whether that other seeks, so as to serve its own land, any enhanced width or standard of the New Road or capacity of service media beyond that which it is proposed to construct and so that in the event that the other party so requests in writing, then:
- 5.1.4.1 there shall prior to the commencement of the works be agreed and documented the arrangements for financial contribution, the amounts and timing of payments to be

made by the requesting party, to include a bond or similar security if reasonably required; and

5.1.4.2 the requesting party shall pay for any enhanced width or standard of the New Road or capacity of service media which it has in each case requested over and above that required to serve the land of the party constructing and to accommodate pre-existing use; and

5.1.4.3 the requesting party shall also pay for extensions to and continuations of the New Road it requires to the boundary of its land less (if applicable in case of the New Road being a diversion of an Existing Access) such sum as shall be equal to the cost of constructing a road to the standard of any existing at the Transfer Date on the same route; and

5.1.4.4 the principles in 5.1.4 above apply equally to service media

5.1.5 complying with paragraph 2.2.10 above

5.2 The party requiring to exercise the Upgrading of Access Rights or New Service Media Rights shall pay the costs reasonably and properly incurred by the other:

5.2.1 in dealing with matters submitted for approval under paragraph 5.1.1 above; and

5.2.2 in approving and completing any documents of the nature specified in paragraph 5.1.3 above

5.3 Where the Board or Railtrack intend to carry out works on their own land which would, if carried out by the other party, be pursuant to existing but unimplemented Upgrading of Access Rights or New Service Media Rights, it will consult with the other for purposes similar to those to which paragraph 5.1.4 above applies, and the parties are at liberty (but not obliged) to agree as provided by paragraphs 5.1.4.1 to 5.1.4.4 inclusive

5.4 For the avoidance of doubt the Upgrading of Access Rights and New Service Media Rights may (once granted) be exercised by successors in title to the original grantee, and a prospective successor is not precluded from applying under paragraph 5.1.1 for approval and entering into resultant documentation in each case conditional upon becoming such a successor subject to paragraph 5.2 above.

5.5 Any approvals given pursuant to paragraph 5.1.1 above shall lapse:

5.5.1 if the works so approved shall not commence prior to the date on which any necessary planning consent or renewal of it shall expire; or

5.5.2 upon expiry of the Rights Exercise Period (in the case of Upgrading of Access Rights) or the Perpetuity Period (in the case of New Service Media Rights); or

5.5.3 as otherwise agreed

C.6 Disputes

Any disputes (other than on a point of law) shall be referred to the arbitration of a single arbitrator to be appointed on agreement between the parties or in default of agreement on the application of one of them by the President for the time being of the Royal Institution of Chartered Surveyors.

C.7 Stations/LMDs

- 7.1 Where the rights under this paragraph C relate to land which is comprised in the lease of a station or passenger light maintenance depot and the exercise of any such rights would cause or would be likely to cause material restriction, limitation or impairment of the use of that railway facility by any lessee under such lease or beneficiary of an access contract under the Railways Act 1993 in relation to that station or depot then
- 7.1.1 the grant or exercise of such rights (as the case may be shall be subject to any requirement for approvals that may apply under the relevant access conditions incorporated in such lease and/or access contract and
- 7.1.2 Railtrack will take such steps as may be required by the access conditions at the request of the Board and will progress the relevant procedure at the expense and direction of the Board who will indemnify Railtrack in respect of such indemnities as Railtrack may be required to afford under such procedures and shall furnish such security as may reasonably be required by Railtrack
- 7.2 It is a prior condition of paragraph 7.1 that the provisions of paragraph 5.1.1 above shall first be complied with, although approvals or other matters may be conditional upon review following the results of such procedure and conditional upon these being a successful result in the first place.

D Boundary Refinement(s)

- D.1 The definitions in clauses 1.5 and 1.6 are amended by the addition at the end of "... and incorporate the boundary refinement(s) set out in the Schedule to this Agreement".
- D.2 Clause 3 is amended by the addition at the beginning of this clause of "Subject to the boundary refinement(s) set out in the Schedule to this Agreement".
- D.3 For the purpose of refining the boundary/boundaries between Railtrack's Land and the Board's Land pursuant to the Agreement for Leases, Site Demarcations, Connection Agreements and BRT Easements dated 1 April 1994 made between the Board (1) and Railtrack (2) in accordance with the Transfer Scheme the Board convey to Railtrack all their estate and interest in the land shown coloured blue on plan numbers B1-BNR-2-12/13 annexed and
- the value of the land transferred by the Board/Railtrack under these arrangements for boundary refinement(s) is agreed at £nil for value added tax purposes and
 - such tax shall (if applicable) be incurred by the supplying party and paid by the other

K22
~~LAND CHARGES~~ ACT 1972

ACKNOWLEDGEMENT OF APPLICATION

The Chief Land Registrar acknowledges receipt of the under-mentioned application to which effect has been given on the date and under the official reference number shown below.

TYPE OF APPLICATION
NEW REGISTRATION

OFFICIAL REFERENCE NUMBER
LC/18491/96

DATE OF REGISTRATION
10 APR 1996

NAME OF THE ESTATE OWNER/CHARGOR

Particulars of the entry

IMPORTANT PLEASE READ THE NOTES OVERLEAF

RAILTRACK PLC

- (1) D(II) NO. 18491 REGISTERED ON 10 APR 1996
- (2) LAND (MINES AND MINERALS) AT MILL LANE NORTHAMPTON AND LAND
- (2) CROSS-HATCHED GREEN ON PLAN ATTACHED TO DA (PNR-2-12/13)
- (3) NORTHAMPTON
- (4) NORTHAMPTONSHIRE

APPLICANT'S REFERENCE

AM589-525

KEY NUMBER

1824667

AMOUNT DEBITED

£

1.00

**VAUDREYS
 DX 14341
 MANCHESTER 1**

Any enquiries concerning this acknowledgement to be addressed to:-

The Superintendent
 Land Charges Department
 Burrington Way
 Plymouth PL5 3LP

ACKNOWLEDGEMENT OF APPLICATION

The Chief Land Registrar acknowledges receipt of the under-mentioned application to which effect has been given on the date and under official reference number shown below.

TYPE OF APPLICATION
NEW REGISTRATION

OFFICIAL REFERENCE NUMBER
LC/56058/96

DATE OF REGISTRATION
13 NOV 1996

THE ESTATE OWNER/CHARGOR
Particulars of the entry

IMPORTANT PLEASE READ THE NOTES OVERLEAF

BRITISH RAILWAYS BOARD

- (1) D(II) NO. 56058 REGISTERED ON 13 NOV 1996
- (2) LAND AT MILL LANE NORTHAMPTON & LAND CROSS-HATCHED GREEN ON
- (2) PLAN ATTACHED TO DA REF BNR 2 12/13
- (3) NORTHAMPTON
- (4) NORTHAMPTONSHIRE

APPLICANT'S REFERENCE	KEY NUMBER	AMOUNT DEBITED	£
AM 589 526	1624667		1.00
VAUDREYS DX 14341 MANCHESTER 1		Any enquiries concerning this acknowledgement to be addressed to:- The Superintendent Land Charges Department Burrington Way Plymouth PL5 3LP	