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Mr. Richard John  
Head of Environment and Consents  
Network Rail  
London to Corby TWAO Consultation  
Brunel House, RTC Business Park  
London Road  
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DE24 8UP

Your ref:

Our ref:

Date: 21 January 2019

Dear Mr. John,

**Re: Objection OBJ/07 to Transport and Works Act The Network Rail (London to Corby) (Land Acquisition, Level Crossing and Bridge Works) Order  
Irlthlingborough Bridge and Irchester Viaduct, Stanton Cross, Wellingborough**

We refer to your letter dated 19<sup>th</sup> December 2018, which was received shortly before the Christmas break and set out your comments and proposals in response to our client's formal objection to the above proposed Order in respect of the above sites.

As you will be aware, there have been various meetings since between Network Rail and our client where our client's concerns have been explained. We refer in particular to a meeting between Andy Bloxham and Paul Soutar of Bovis Homes Ltd ("Bovis") and Network Rail ("NR") on 10<sup>th</sup> January 2019 and to a further meeting between Paul Soutar of Bovis and NR and Northamptonshire County Council ("NCC") on 16<sup>th</sup> January 2019.

The purpose of this letter is now to set out in writing our client's position. We trust that Network Rail will now act promptly to address our client's concerns.

We should at the outset correct the assertion in your letter that the "shared vision to not reconstruct Irlthlingborough Road Bridge ... is frustrated by the fact that the highway, for now, has to be permanently in place."

As NCC have again made clear, NCC are content to continue to make temporary road closure orders until the new bridge has been built and opened to traffic since Bovis and NR are working together to deliver the Route 2 bridge and NCC would wish to see the Route 2 bridge built in preference to a reconstruction of a bridge in the location of the previous bridge. The highway over the (now) recently demolished bridge does not therefore have to be permanently in place in the short or long term. The shared vision – of all three parties – therefore will not be frustrated.

There is no need for NR to reconstruct the bridge and there is therefore simply no need for an Order/CPO to achieve a reconstruction. Moreover, to continue to pursue the Order/CPO of Bovis'

land and rights in or over land is likely severely to prejudice the delivery of the Stanton Cross development.

Your letter refers, with respect, to an unreasonable and arbitrary date, of NR's alone, of 30<sup>th</sup> November 2019 for the permanent stopping up of Irthlingborough Road. This is not a requirement of NCC. Nor is the stopping up required for the achievement of the London to Corby project. Indeed, since the bridge has been demolished, there is no impediment at all to the electrification of the railway and the Order/CPO is not needed at all for the electrification.

Your letter also refers, in this regard, to the need for a contribution agreement for the construction of the Route 2 bridge. As you will be well aware, Bovis are waiting for Network Rail to sign the draft Development Service Agreement Grip 5 (Detailed Design), the content of the draft having been orally agreed by both parties. Bovis have also already discussed the form of a Contribution Agreement or, if desired, Implementation Agreement for the construction works, to be carried out, in either event, by Network Rail, with a target programme which would enable the remainder of Stanton Cross Route 2 to be completed by mid-2021. Bovis are perfectly content for Network Rail to construct the new Route 2 bridge indeed are keen that this work be carried out expeditiously so that the Stanton Cross development is not in any way delayed. Moreover, the houses which are to be built on the Stanton Cross development will themselves contribute financially towards the cost of the works to Wellingborough station and other public transport infrastructure.

The foregoing shows that not only is the reconstruction of the bridge unnecessary and that it is in both parties' interests to proceed with the Route 2 bridge but also that NR has the ability to secure its expeditious provision. There is no reason why NR cannot now enter into the above-mentioned agreements. This would provide NR with more than "sufficient safeguards".

Your letter states that a minor amendment to the alignment of Route 2, which amendment you acknowledge would be necessary to accommodate the reconstruction of the previous bridge, would not "hinder the constructability of Route 2". This, with respect, misses the point.

We are prepared to assume that a realignment would be possible but wish NR first to demonstrate, as a matter of urgency, and by means of an appropriate highway design drawing, the suggested realignment and its proposed location and also to demonstrate (i) that the realignment will not involve or require the use of third party land and (ii) would be very likely to receive the approval both of the highway authority and of the planning authority.

Importantly, your letter fails to appreciate and/or acknowledge that the effect of the Order/CPO would be to extinguish rights granted to Bovis by NR (by contracts entered into between the parties in 2004 and 2017<sup>1</sup>), including rights in and over land which is needed for the construction of the

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<sup>1</sup> The Agreements referred to above are

(i) 18<sup>th</sup> Feb 2004 - Bridge Option between (1) Network Rail Infrastructure Ltd, (2) Bovis Homes Ltd, (3) Northamptonshire County Council and (4) Bovis Homes Group plc;

(ii) 31<sup>st</sup> Mar 2017 - Tranche 2 contract between (1) Network Rail Infrastructure Ltd (2) Bovis Homes Ltd and (3) Bovis Homes Group plc; and

(iii) 31<sup>st</sup> Mar 2017 - Tranche 2 Transfer between (1) Network Rail Infrastructure Ltd, and (2) Bovis Homes Ltd.

approach road (from the west) to the Route 2 bridge which land may well also be affected by the suggested realignment to enable the (unnecessary) reconstruction of Irthlingborough Road Bridge.

For example, clause 19.1 of the contract dated 31<sup>st</sup> March 2017 provides that "The Seller [NR] shall not require further consideration for the entering into of any agreement relating to, and the grant of rights and easements for the construction, use and adoption of any of the Route 2 ... bridge crossing ..."

The extinguishment of such rights would extinguish Bovis' entitlement to construct and use the new bridge (and its approach roads). This is of course totally unacceptable. It would be wholly unsatisfactory if rights were extinguished leaving Bovis in a position where they must reacquire such rights from Network Rail. This could result in the Stanton Cross development becoming unviable by reason of ransom strip demands; at the very least uncertainty will result and delay the delivery of this important sustainable urban extension.

I am sure that you will readily appreciate why your letter cannot be described, therefore, as providing "sufficient safeguards" for our client.

It is not simply a question of NR offering to "cover reasonable costs for Bovis Homes Ltd to undertake any redesign that may be required to accommodate the reconstructed Irthlingborough Road Bridge"; nor of returning land not used for the reconstruction to Bovis. The letter does not address the important rights Bovis have.

We firmly believe that there is no reason why agreement cannot be achieved to the satisfaction of both parties. It is essential, however, that NR act promptly to address the points set out above by way of a contractual agreement. This needs to be secured of course in advance of the Order/CPO inquiry.

Yours sincerely,



**P Boatman**  
**Projects Director**

Cc Paul Soutar,  
Keith Carnegie  
Andy Bloxham

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