

DATED _____

23rd October 2015

HIGH SPEED TWO

FURTHER PROTECTION UNDERTAKING

BY

THE SECRETARY OF STATE FOR TRANSPORT

GIVEN TO

THE GREATER LONDON AUTHORITY

RELATING TO

**DESIGN PRINCIPLES, STATION
DEVELOPMENT, MITIGATION AND PLANNING
FUNCTIONS**

THIS DEED OF UNDERTAKING by the Secretary of State for Transport of Great Minster House, 33 Horseferry Road, London SW1P 4DR to the Greater London Authority of City Hall, The Queen's Walk, More London, SE1 2AA is given on 23 October 2015.

1. **UNDERTAKING**

The Secretary of State for Transport ("SoS") hereby irrevocably undertakes to the Greater London Authority ("GLA") and (as appropriate) its functional bodies, including in particular the Old Oak and Park Royal Development Corporation ("OPDC") that in the implementation of any powers under the HS2 Act and in the carrying out of the HS2 Works, the SoS will comply with the provisions of this Undertaking, and the SoS will procure that the Nominated Undertaker will comply with the provisions of this Undertaking.

2. **INTERPRETATION**

In this Undertaking the following terms have the following meanings:

"**GWML**" means the Great Western Main Line;

"**HS2**" means the railway described in clause 1(3) of the HS2 Bill or any high speed railway transport system of which it forms or is to form part;

"**the HS2 Act**" means the HS2 Bill once it receives Royal Assent;

"**the HS2 Bill**" means the High Speed Rail (London – West Midlands) Bill as ordered to be printed on 28 May 2015;

"**the HS2 Works**" means any works for the purposes of the construction of HS2 authorised under the HS2 Act or otherwise;

"**Logistics Tunnel**" means the Atlas Road Logistics Tunnel as that tunnel may be authorised in the HS2 Act, following the introduction of an Additional Provision to the HS2 Bill;

"**Nominated Undertaker**" means HS2 Ltd or, following Royal Assent, any Nominated Undertaker implementing any powers under the HS2 Act;

"**the OOC Station**" means the new combined station to serve HS2, the GWML and Crossrail at Old Oak Common to be constructed as part of the HS2 Works;

"**the Opportunity Area**" means the Old Oak and Park Royal Opportunity Area;

"**Planning Memorandum**" means the Draft Planning Memorandum (November 2013) contained at Annex 2 to the Draft Environmental Minimum Requirements deposited with the HS2 Bill or any further Planning Memorandum prepared by the Nominated Undertaker to replace it;

"**Southern Access**" means a route (within the existing powers and limits of the HS2 Act) through the station concourse area linking the HS2 area of the OOC Station with the GWML area of the OOC Station and enabling provision for a future access to Wormwood Scrubs and which route will be accessible to non-fare paying pedestrians; and

"**the Station Design Panel**" means a panel or other forum to be established pursuant to and in accordance with paragraph 4.1.4 the exact remit, format and procedures of which are to be agreed in advance between the Nominated Undertaker and the OPDC.

3. **COMMENCEMENT AND DURATION**

- 3.1 This Undertaking comes into force immediately upon execution by the SoS.
- 3.2 This Undertaking will terminate if the HS2 Bill is rejected by Parliament or if the SoS irrevocably confirms that the SoS and the Nominated Undertaker will not be proceeding with the HS2 Works. Otherwise it will continue indefinitely as long as HS2 Ltd is constructing HS2 Works.

4. **SUBSTANTIVE PROVISIONS**

4.1 **Design Principles**

- 4.1.1 From the date of this Undertaking, the SoS will require the Nominated Undertaker to engage with OPDC and Transport for London on the design of the OOC Station and, subject to the agreement of relevant terms of reference, to participate actively if invited in Committees, meetings and other fora of the OPDC, until the completion of the HS2 Works within the Opportunity Area.
- 4.1.2 The SoS will require the Nominated Undertaker to design the OOC Station, so far as is reasonably practicable and within the limits and powers set out in the HS2 Act, having regard to all relevant parts of the OPDC's Development Plan and any other relevant Opportunity Area Frameworks or Guidance and any other commitments or undertakings given to the GLA or any of its functional bodies.
- 4.1.3 The SoS will require the Nominated Undertaker to expedite production of the detailed design for the OOC Station so far as reasonably practicable.
- 4.1.4 As expeditiously as reasonably possible following the date of this Undertaking, sufficiently early to allow it to participate in accordance with the terms of paragraph 4.1.6(a) and prior to the designs for the OOC Station progressing to the detailed design phase, the SoS will require the Nominated Undertaker to establish the Station Design Panel in relation to which the Nominated Undertaker will use reasonable endeavours to agree the chairperson and other members jointly with the OPDC.
- 4.1.5 The SoS will require the Nominated Undertaker to involve the Station Design Panel in the design development for the OOC Station from the date of the Station Design Panel's establishment.
- 4.1.6 The involvement of the Station Design Panel required in accordance with 4.1.5 must include as a minimum:
- (a) an opportunity for the Station Design Panel to comment on the initial design brief of the OOC Station;
 - (b) an opportunity for the Station Design Panel to comment on the designs for the OOC Station prior to those designs progressing to the detailed design stage; and
 - (c) an opportunity for the Station Design Panel to comment on the detailed design for the OOC Station prior to the Nominated Undertaker seeking approval for the design of the OOC Station under Schedule 16 to the HS2 Act.
- 4.1.7 The SoS will require the Nominated Undertaker to engage actively with the OPDC as to the preparation of agendas and the content of papers to be put

to the Station Design Panel. The OPDC will be given the opportunity to address the Station Design Panel on such matters as the OPDC wishes.

- 4.1.8 The SoS will require the Nominated Undertaker to have regard to all comments made by the Station Design Panel under paragraphs 4.1.6(a) to 4.1.6(c) prior to further progression of the design.
- 4.1.9 The SoS will require the Nominated Undertaker to use reasonable endeavours to incorporate any changes to the design for the OOC Station suggested by the Station Design Panel under paragraphs 4.1.6(a) to 4.1.6(c) where such changes:
- (a) are within the scope of the limits and powers set out in the HS2 Act; and
 - (b) in so far as they are relevant to:
 - (i) the grounds on which the relevant planning authority would be entitled to refuse approval of plans and specifications under Schedule 16 of the Bill; or
 - (ii) relate to the integration of the OOC Station with the wider Opportunity Area.
- 4.1.10 If requested by the Station Design Panel, the SoS will require the Nominated Undertaker to notify the OPDC of the full reasons for failing to incorporate into the design any changes suggested by the Station Design Panel under paragraphs 4.1.6(a) to 4.1.6(c).
- 4.1.11 The Station Design Panel will continue in existence and operation until all the HS2 Works at or relating to the OOC Station are completed.

4.2 **Communication and Co-operation**

- 4.2.1 From the date of this Undertaking, the SoS will require the Nominated Undertaker to keep the GLA, Transport for London and the OPDC regularly informed in relation to:
- (a) the progress of the design of the OOC Station;
 - (b) proposed submissions for approval under Schedule 16 of the HS2 Act relating to the OOC Station;
 - (c) the construction programme for the HS2 Works in the Opportunity Area;
 - (d) the likely commencement and completion of the HS2 Works in the Opportunity Area; and
 - (e) the likely opening date of the OOC Station.
- 4.2.2 The SoS will require the Nominated Undertaker to engage constructively and cooperate with the Station Design Panel, the OPDC, the GLA and any other relevant bodies with a view to furthering the realisation of the OPDC's Development Plan and any other relevant Opportunity Area Frameworks or Guidance in so far as such realisation does not impact on the timely, economic and safe delivery and operation of HS2.
- 4.2.3 So as to coordinate so far as reasonably practical the delivery of HS2 with the delivery of the wider development of the Opportunity Area, the SoS will

require the Nominated Undertaker to notify the OPDC in a timely manner of any land within the Opportunity Area that is subject to powers of acquisition or possession under the HS2 Act which, through the detailed design process, is identified as not being required either temporarily or permanently for the delivery of the HS2 Works.

4.3 Southern Access

- 4.3.1 The SoS will require the Nominated Undertaker in conjunction with Network Rail to bring forward and fund a joint study ("**the SA Joint Study**") to look at and consider designs for the Southern Access which could be constructed without impacting the timely, economic and safe delivery and operation of HS2.
- 4.3.2 The OPDC, Transport for London and the GLA will be invited to participate in the SA Joint Study.
- 4.3.3 The designs for the Southern Access to be considered pursuant to paragraph 4.3.1 as part of the SA Joint Study will include (and be treated equally to other designs) designs whereby the Southern Access is provided by an underpass from the HS2 part of the OOC Station under the GWML and Crossrail to Wormwood Scrubs.
- 4.3.4 The Nominated Undertaker and OPDC will use reasonable endeavours to progress the SA Joint Study so as to inform the Autumn Statement 2015 and findings of the SA Joint Study must be completed sufficiently early to inform the detailed design of the OOC Station.
- 4.3.5 The SoS will require the Nominated Undertaker to make the findings of the SA Joint Study available in draft to the Station Design Panel (if established at the relevant time) for comment prior to publication pursuant to paragraph 4.3.4 and have regard to comments made by the Station Design Panel prior to finalising the SA Joint Study.
- 4.3.6 Subject to the agreement of financial terms or approval of a business case, the Nominated Undertaker will incorporate into the final detailed design for the OOC Station any changes to the Southern Access requested by the Station Design Panel within the limits and powers set out in the Bill and in so far as it doesn't impact the timely, economic and safe delivery and operation of HS2.
- 4.3.7 If requested by the Station Design Panel, the Nominated Undertaker will give full reasons for failing to incorporate into the OOC Station design any changes requested by the Station Design Panel under paragraph 4.3.6.
- 4.3.8 Subject to agreement on the financial terms for funding it or the approval of a business case in relation to it, the SoS will require the Nominated Undertaker to provide the Southern Access in accordance with a detailed design prepared in accordance with the process set out paragraphs 4.3.1 to 4.3.6 above.

4.4 Old Oak Common station development

- 4.4.1 So as not to preclude over-station development ("**OSD**") above the OOC Station, the SoS will require the Nominated Undertaker to:
 - (a) commission and fund a joint study to look at OSD options above the OOC Station and other permanent HS2 Works that do not materially impact the quality of the OOC Station building or the timely,

economic and safe delivery and operation of HS2 ("the **OSD Joint Study**"); and

- (b) The SoS will require the Nominated Undertaker to use reasonable endeavours to progress with OPDC the OSD Joint Study so as to inform the Autumn Statement 2015 and to complete the OSD Joint Study sufficiently early to inform the detailed design of the OOC Station.
- 4.4.2 The brief for the OSD Joint Study will be in accordance with the scoping document dated 27 August 2015 attached to this Undertaking as Appendix 1.
- 4.4.3 Subject to paragraph 4.4.4, the SoS will require the Nominated Undertaker to design and construct the OOC Station and to incorporate such enabling works as required to support future OSD above the OOC Station to the extent that such design, construction or enabling works are identified as necessary and appropriate by the OSD Joint Study or are subsequently otherwise agreed between the GLA, TfL, OPDC and the Nominated Undertaker.
- 4.4.4 Paragraph 4.4.3 is subject to the enabling works referred to:
- (a) being the subject of an agreement as to funding or the approval of a business case;
 - (b) not impacting the timely, economic and safe delivery of HS2; and
 - (c) being within the powers and limits of the HS2 Act or other consents being obtained by either HS2 Ltd. or a third party in a timely manner.
- 4.4.5 The enabling works referred to in paragraph 4.4.3 will include, but not be limited to works of mechanical and electrical plant and plant rooms, site clearance, remediation, piling works, foundations, drainage, decking and slabbing, together with any changes to the HS2 Works as are required to allow such enabling works.

4.5 **Atlas Road Logistics Tunnel & Land Disposal**

- 4.5.1 Nothing in this Undertaking can prejudice any right of the GLA or any of its functional bodies to petition against any Additional Provision relating to the Logistics Tunnel.
- 4.5.2 The SoS will require that before relinquishing ownership or control of the Logistics Tunnel, the Nominated Undertaker will notify the OPDC that the Logistics Tunnel is no longer required.
- 4.5.3 If within 4 weeks following receipt of a notification under paragraph 4.5.2 the OPDC notifies the Nominated Undertaker that it has identified an alternative use for the Logistics Tunnel, the SoS will require the Nominated Undertaker to, so far as is reasonably practicable within the powers and limits of the HS2 Act, enter into discussions with the OPDC regarding the potential for that Logistics Tunnel to be retained and adopted by the OPDC (or its nominee) following the completion of the use of the Logistics Tunnel for the construction of the HS2 Works.
- 4.5.4 The adoption referred to in paragraph 4.5.3 is to be subject to:

- (a) the OPDC or its nominee confirming that it wishes to adopt the Logistic Tunnel;
- (b) the Nominated Undertaker not requiring the Logistics Tunnel for its own use;
- (c) the agreement between the OPDC (or its nominee), Network Rail, and Nominated Undertaker of all funding, maintenance and renewal liabilities for the Logistics Tunnel;
- (d) the Nominated Undertaker being satisfied that the Logistics Tunnel can be adopted for the purposes proposed by the OPDC and making whatever changes to the Logistics Tunnel are felt necessary by the SoS (and which have been notified to the OPDC or its nominee before the confirmation referred to in paragraph (a) was given) before the Logistics Tunnel is handed over; and
- (e) the OPDC or its nominee obtaining any statutory and planning consents and/or agreements for the alternative use of the Logistics Tunnel and being responsible for carrying out any works to the Logistics Tunnel necessary for its use for the purposes proposed.

4.5.5 If no final agreement has been reached between the OPDC (or its nominee) and the SoS or the Nominated Undertaker (all parties acting reasonably) within 4 months of the notification given by the OPDC to the Nominated Undertaker pursuant to 4.5.3, then the Nominated Undertaker or the SoS may dispose of the Logistics Tunnel to any other person as the Nominated Undertaker or the SoS sees fit.

4.5.6 Subject to compliance with the HS2 Land Disposal Policy, should any other land, asset or infrastructure within the Opportunity Area in the ownership or possession of the SoS or Nominated Undertaker no longer be required by the Nominated Undertaker for the purposes of HS2 or other transport related projects, then the Secretary of State or the Nominated Undertaker (as the case may be) will:

- (a) before relinquishing ownership or control of that land, asset or infrastructure notify the OPDC that the land, asset or infrastructure is no longer required; and
- (b) if the OPDC so requests within the 4 weeks following the notification in paragraph (a), enter into proactive discussions with the OPDC (or its nominee) in relation to the disposal of that land, asset or infrastructure to the OPDC or its nominee, including via possible land pooling arrangements, transferring ownership or temporary or permanent possession to the OPDC (or its nominee) or otherwise making available that land, asset or infrastructure for use by the OPDC or its nominee.

4.5.7 If no final agreement has been reached between the OPDC (or its nominee) and the SoS or the Nominated Undertaker (all parties acting reasonably) within 4 months of the request given pursuant to paragraph 4.5.6(b), then the Nominated Undertaker or SoS may dispose of the relevant land, asset or infrastructure as the Nominated Undertaker or the SoS sees fit to any other person.

4.6 **Schedule 16**

4.6.1 The Secretary of State will promote amendments to the HS2 Bill to provide for any Mayoral Development Corporation exercising the functions of the

local planning authority to be the relevant planning authority under Schedule 16.

- 4.6.2 The SoS will insert after the third bullet point in the current version of paragraph 7.5.4 in the Planning Memorandum the following additional wording:

“and in the areas subject to Opportunity Area Planning Frameworks, a copy will be sent to the Greater London Authority”.

5. SELECT COMMITTEE DECISIONS

- 5.1 Subject to paragraph 5.2, the obligations in this Undertaking are subject to any requirements made by the Select Committee on the HS2 Bill in either House of Parliament which specifically conflict with the provisions of this Undertaking.
- 5.2 Should it be apparent to the SoS at any time that a petitioner is seeking requirements from either Select Committee which might conflict with the provisions of this Undertaking then the SoS will:
- 5.2.1 notify that Select Committee of the content of this Undertaking;
 - 5.2.2 notify the GLA and the OPDC as soon as possible of that petitioner's requirements and the date of any hearing of that petitioner before that Select Committee; and
 - 5.2.3 have regard to any representations of the GLA and the OPDC in relation to that petitioner's requirements.
- 5.3 In the event that any such requirements do affect the operation of this Undertaking the SoS will use reasonable endeavours to agree with the GLA alternative means to secure the objectives of this Undertaking.

IN WITNESS of which, this undertaking is executed as a Deed:

Executed as a deed by affixing **THE COMMON SEAL**)
of **THE SECRETARY OF STATE FOR TRANSPORT**)
in the presence of:)


.....
Authorised Signatory

SEAL REF No.
DFT/5812



APPENDIX 1 - OSD JOINT STUDY SCOPING DOCUMENT (27 AUGUST 2015)





Technical Note

Subject	Old Oak Common Station - Over-Site Development Valuation Study Scope		
Date	27 August 2015		
Doc ref no.	P1S4-MMD-CV-NOT-SS07_SL13-000001	Revision: P01	Status: For Information

Authors	Mario Silva
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1 Executive Summary

This Technical Note provides the Scope for the Over-Site Development Valuation Study on the Old Oak Common Station.

2 Purpose of the study

This high level study is intended to assess the potential for commercial development at Old Oak Common, adjacent and over the proposed station (OSD) within the Limits of Deviation (LOD) defined within the HS2 Hybrid Bill. It will assess the costs of providing the structures required to support OSD that would need to be incorporated into the HS2 proposals for the station. It will also assess the value generated by development on the station site both in terms of land value and broader economic benefits. The study will inform the case for including provision for safeguarding, to ensure that HS2 works do not preclude OSD at OOC.

It is not intended to be a detailed proposal for development (that would need to have a detailed study of the needs of the area in terms of connectivity and public realm as part of the considerations), but rather a report to identify the safeguarding that would be appropriate to ensure that the future development of the OPDC master plan is not precluded by the works undertaken to deliver the OOC station.

Where possible, the study will use layouts as shown in the GLA / OPDC development plan

The final report to be concise and each scenario, described below, will be summarized with simple plans and diagrams at a strategic level.

The quantum and nature of development will vary according to how much of the site is developed – by the ‘critical mass’ created. To acknowledge this the study will present costs and values for developing each plot in turn i.e.

- Scenario 1 will consider plot 1 alone and plot 1 combined with plot 2
- Scenario 2 will consider plots 1 & 2 combined with plot 3 and with both plots 3 & 4 (GWML station)
- Scenario 3 will consider plot 5 combined with plots 1, 2, 3 & 4.

As part of the initial work we will establish a ‘heat map’ diagram showing the relative ease with which areas of the LOD site can be developed. This will build on previous OSD work.

Where relevant, the study will clearly demonstrate where any safeguarding required for OSD protrudes outside of the existing limits of deviation (see diagram below).

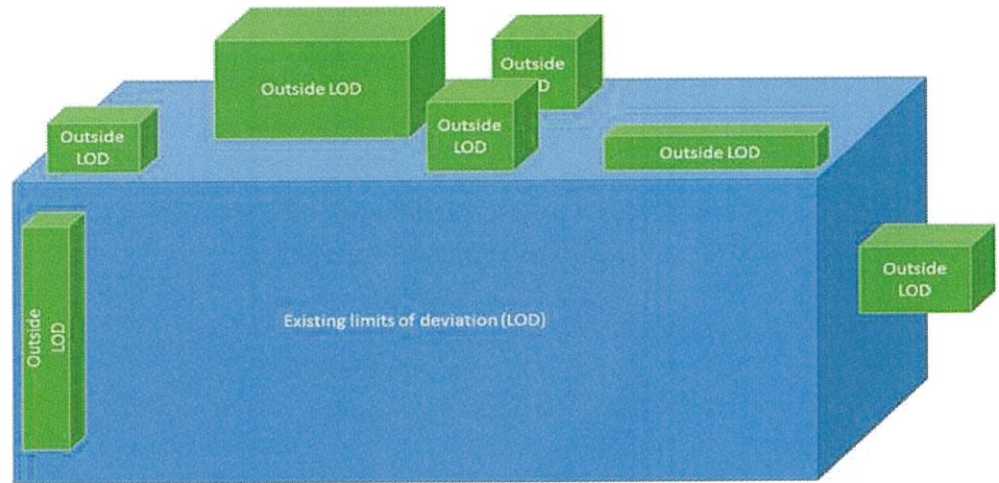
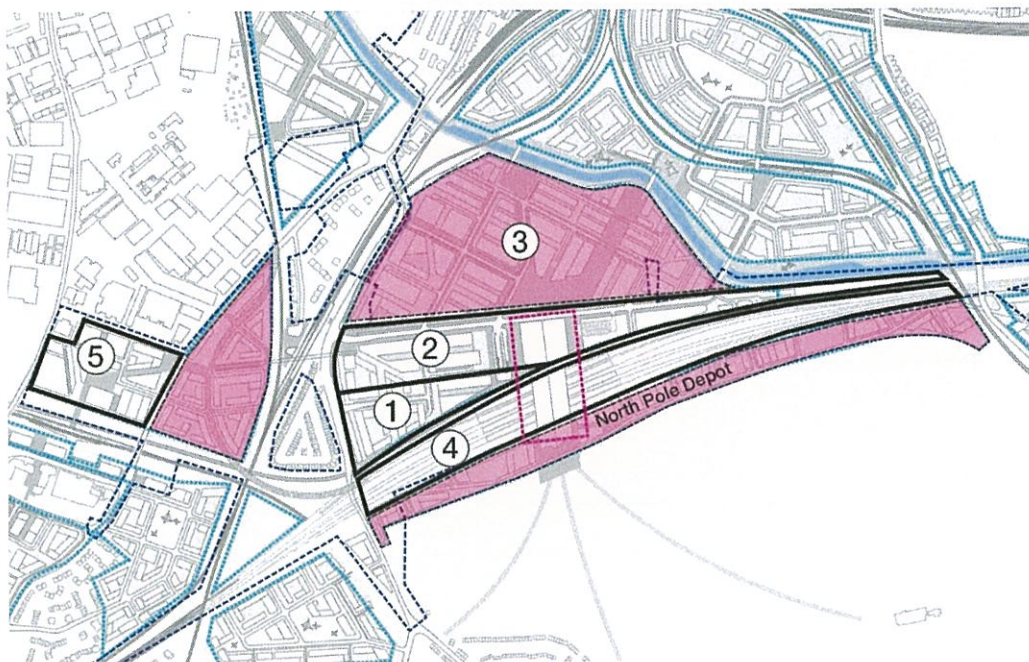


Diagram of horizontal and vertical LOD boundaries



Old Oak Common Site showing individual plot numbers

Note – The works shall consider NR issues listed in document GWML NR requirements for OOC OSD study 8th August 2015 – Rev 01

3 Outputs

A report document will be produced outlining for each scenario and plot:

- Risks
- Opportunities
- Construction programme impacts
- HS2 requirements impacts
- HS2 consent impacts
- Areas and development scenarios
- Costs of the enabling works for OSD
- Commercial assessment & assessment of OSD costs (Deloitte)

This will be a high level strategic case and additional technical work will be needed to quantify the conclusions in further detail and fully validate any proposal.

Impacts to the project delivery programme and Hybrid Bill consent for each scenario will be quantified.

The constraints associated with each scenario will be outlined.

Content list and structure for the report to be agreed.

4 Assumptions for base case

The base case for the station site will be updated according to the list of items below. The costs update associated with these is to be made so that a clear line above which OSD structure is costed can be made.

- HS1 link tunnel is omitted – no future provision for HS1 link allowed for
- HS2 will use the HS1 platforms in the box
- GWML set out to the optimised alignment
- AP2 requirements accommodated including provision for the WCML future link.
- Station numbers stay as per HB scheme sizing (this is difficult since we are clearly allowing for future development now) – clarification needed on this point



- Links to the new Overground stations at Old Oak lane and Hythe Road stations
- Allow passive provision for future SE links to the Car Giant site
- Atlas Road tunnel. May be filled following construction works.
- Crossrail depot set out as per current proposal – confirmation of latest drawing to use required.

5 Scenario 1 – Hybrid Bill (HB) station scheme

Plot 1 will be considered independently and combined with plot 2

This scenario will use previous OSD work at Old Oak Common, completed in Jan 2013, as a starting point.

MM report: HS2 Ltd Study Ref: C221-MMD-AR-REP-010-300003 P02 - 23 January 2013 (referred to hereafter as the '2013 OSD Report' proposes development volumes across the HS2 Old Oak Common Hybrid Bill (HB) scheme site. These basic, block OSD volumes are used to establish the scope and cost of providing additional support structures to support the OSD as part of the OSD works.

The report was compiled prior to completion of the HB scheme so work to update the plots and associated implications will be carried out to re-validate this work and establish a baseline. This will have several stages.

5.1 Establish realistic quantum of development

The team will generate a high level commercial value for plots 1 and 1 & 2 combined, based on a notional estimate of the likely quantum of development.

The 2013 OSD report simply takes the total site area and extrudes floor plates by 8 or 20 storeys to test structural implications and derive costs.



The design team will then carry out further work to establish a more realistic quantum of development. The MDC masterplan (such as it deals with plots 1 & 2) will form the context for this assessment. This work will include consideration of the following parameters:-

- Structural and site constraints
- Vehicle servicing
- Access arrangements
- Likely street pattern and place making/masterplanning considerations
- Plot ratios and usage
- Heights and massing (alternatives to the 10 and 20 storey block heights will be considered)
- Other site provision such as intermodal interchange & access requirements

This will produce a more realistic and validated range of plot ratios and deliver an associated cost/value assessment for plots 1 & 2.

As part of this work the team will identify risks, opportunities and associated station impacts for each plot and we will address these further in the development of subsequent scenarios.

Key assumptions for Scenario 1 include:-

- The HB scheme does not fundamentally change, except to take structural loads for OSD
- The adjacent Crossrail and North Pole depot buildings remain.

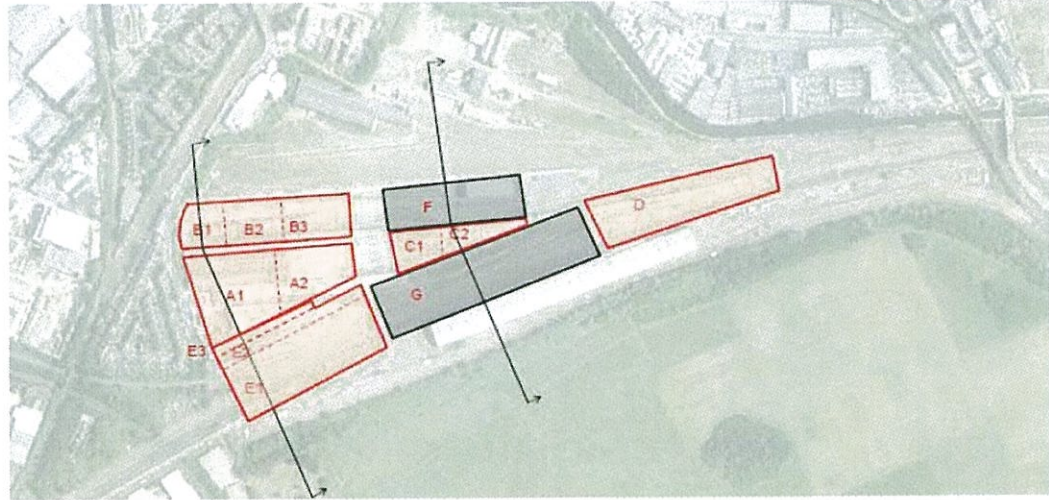


Illustration from MMD report: HS2 Ltd Study Reference: Ref: C221-MMD-AR-REP-010-300003 (P02 23 January 2013)

6 Scenario 2 - Optimised OSD/station scheme including Crossrail depot & GWML

Plot areas 1, 2, 3 and 4.

This scenario will explore a 'best value' station/OSD scenario for sites 1-4.

The output of Scenario 1 will be reviewed in the light of adding the development of plots 3 & 4. Adding these development sites will change the nature and quantum of development within Plots 1 & 2 and this variation will be considered as part of this scenario.

The risks, opportunities and associated station impacts identified in Scenario 1 will be mitigated and optimised with suggested amendments to the station and the box (where relevant).

Key assumptions for this scenario are:



- The Crossrail depot is either moved or decked over to allow development on plot 3
- The North Pole depot remains
- Passive provision is allowed for an eastern access bridge
- The London Overground station proposals are carried out by TfL.

7 Scenario 3 – Victoria Road box site

Plot area 5

The Victoria Road box (plot 5) will be developed with simple massing blocks to a similar level as the plots 1 & 2 in Scenario 1. This will allow the high level structural and cost implications of developing over the Victoria Road box to be established and for a value of development to be considered.

8 Programme

A detailed programme is included in *Appendix A*.

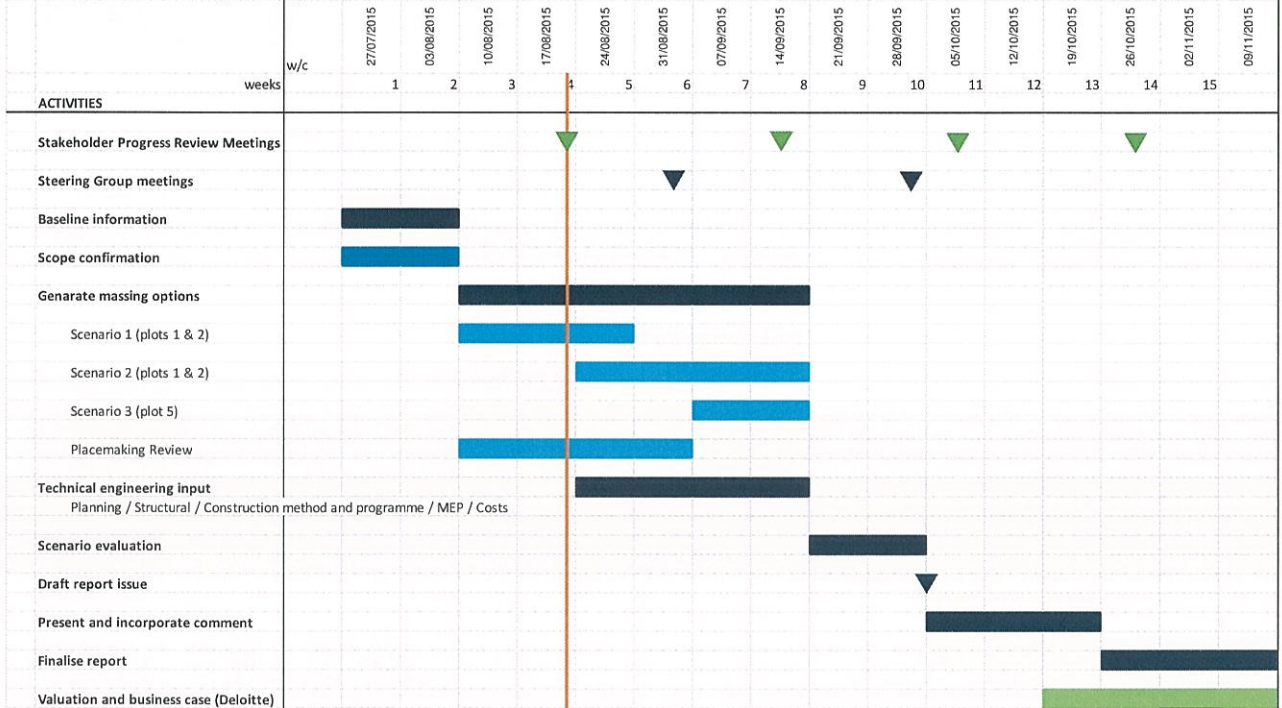


Appendix A - Programme



Old Oak Common Station

OSD Valuation Study • Programme • 2015 Aug 25



Old Oak Common Station
 Over-Site Development Valuation Study
 Scope
 P154-MMD-CV-NOT-5507_S113-000001
 Revision - P 01