

**TRANSPORT AND WORKS ACT 1992**

**TRANSPORT AND WORKS (INQUIRIES PROCEDURE) RULES 2004**

**THE NETWORK RAIL (CAMBRIDGE RE-SIGNALLING) ORDER**

**PROOF OF EVIDENCE – PROPERTY**

**STATEMENT OF SIMON J GILBEY MRICS**

**15 March 2023**

**1. INTRODUCTION**

- 1.1 I, Simon Gilbey, am a Partner of Brown & Co LLP who are instructed, as sub-contractors to Montagu Evans, to act on behalf of Network Rail Infrastructure Limited in connection with the delivery of the land and property requirements associated with the Project (as further described below).
- 1.2 In the Autumn of 2019, Brown & Co LLP were instructed to identify and enter into discussions with parties affected by the Project and to establish initial feedback and advise on any constraints not clear from a visual inspection.
- 1.3 Following a subsequent review of the Projects' requirements, Brown & Co LLP were instructed to progress negotiations for both the temporary and permanent land and property requirements at each site.
- 1.4 I have the following qualifications and experience relevant to my role.
- 1.5 I qualified as a Member of the Royal Institution of Chartered Surveyors (MRICS) in May 1993. For over 30 years, I have acted for both Statutory Authorities and Private Clients dealing with Compulsory Purchase claims and, for the last 20 years, have been actively involved in the negotiation of land purchases by Private Treaty, disturbance claims, Section 14 Claims and Transport and Works Act Orders on behalf of Network Rail Infrastructure Limited (**Network Rail**).

**2. INVOLVEMENT WITH THE PROJECT AND STRUCTURE OF THIS STATEMENT**

- 2.1 I have been directly involved with the 'day to day' negotiation of the temporary and permanent site requirements associated with the Cambridge Re-Signalling Project since Autumn 2019.
- 2.2 As required, I have engaged with landowners, occupiers and interested Parties and have provided a point of contact for any queries arising both in connection with the Project and with Network Rail Infrastructure Limited's works generally.
- 2.3 In this Statement I set out:
  - a. the purpose of the Order;
  - b. the land that is included in the Order and the powers sought;
  - c. justification for the acquisition and use of land and property;
  - d. a review of the scope for owners of an interest in land to claim compensation as a result of the implementation of the Order, if confirmed;

- e. issues relating to human rights;
- f. a summary for landowner engagement undertaken on the Project; and
- g. a response to objections by owners of an interest in land on a case by case basis.

2.4 The below evidence addresses:

- a. the matters raised at 3(d) of the Secretary of State's Statement of Matters dated 9<sup>th</sup> March 2023 (**Statement of Matters**) in section 6 of this Proof;
- b. the matters raised at 5(a) of the Statement of Matters at paragraph 11.2;
- c. the matters raised at 5(b) of the Statement of Matters in Section 8 of this Proof; and
- d. the matters raised at 5(d) of the Statement of Matters in Section 5 of this Proof.

### 3. THE ORDER

- 3.1 Network Rail proposes the re-signalling of the Cambridge station interlocking area and the upgrade of a number of level crossings (**Project**). Further detail on the nature of the Project is set out in Ms Heria's Proof of Evidence.
- 3.2 The business case and need for the Project is also described in more detail in Ms Heria's Proof of Evidence. The proposed level crossing upgrades are described in further detail in Mr Prest's Proof of Evidence.

### 4. LAND THAT IS INCLUDED IN THE ORDER AND POWERS SOUGHT

- 4.1 A large proportion of the works required for the Project will be undertaken on land that is currently in the freehold ownership of Network Rail (within the existing rail corridor) and as such, no powers over that land are required to be included within the Order. However, several plots of land currently within private ownership are required for the Project, either on a permanent or temporary basis – it is those plots that are proposed to be subject to powers within the Order.
- 4.2 The powers sought in the draft Order in relation to land fall into the following categories:
  - a. permanent acquisition of land;
  - b. permanent acquisition of rights over land;
  - c. temporary use of land for construction purposes;
  - d. temporary use of land for access purposes;
  - e. permanent extinguishment of rights over land; and
  - f. temporary suspension of rights over land.
- 4.3 The Order, if made, will also discharge one plot of land (305) from all public or private rights of way to which it is currently subject.
- 4.4 The land which is intended to be acquired or used for the construction, operation and maintenance of the Project is identified on the deposited plans (originally submitted as **NR10**;

now updated as **NR10 v2**), in the draft Order (originally submitted as **NR02**; now updated as **NR02 v2**) and in the Book of Reference (originally submitted as **NR09**, now updated as **NR09 v2**).

- 4.5 The purpose of the book of Reference, which was prepared by Land Referencing Services instructed on behalf of Network Rail, is to ensure that all parties with an interest in land or rights affected by the Project are consulted and receive the correct notifications when their land and rights are affected. The Book of Reference was produced as required for the Order application. I am advised that the site areas have since been revised and the deposited plans, as well as draft Order have been amended accordingly. Network Rail has confirmed that an updated versions will be provided in advance of the public inquiry.
- 4.6 All areas of land subject to powers in the draft Order are necessary for the Project and no land will be acquired permanently, or used temporarily, unless essential to facilitate the Project. In respect of all land proposed to be subject to Order powers, Network Rail is seeking to secure the relevant land by negotiation. As such, the powers in the Order would only be exercised where it is not possible or practicable to reach agreement.

**5. JUSTIFICATION FOR THE ACQUISITION AND USE OF THE LAND AND PROPERTY**

- 5.1 This paragraph addresses the matters raised at 5(d) of the Statement of Matters: *"whether all the land and rights over land which NR has applied for is necessary to implement the scheme"*.

Permanent acquisition of land

- 5.2 A power of permanent acquisition is included in the draft Order in relation to land that is required for the Project's permanent structures or for other purposes on an on-going basis, as follows:

Plots	Purpose
002	This plot is needed to provide a permanent rail compound area for the placement of a Distribution Network Operator ( <b>DNO</b> ) cubicle, a relocatable equipment's building, parking and an access point to the compound, including for pedestrians.
003 and 004	The provision of permanent upgraded fencing along Meldreth Road, the provision of a new access point (gate) and permanent access along the eastern side of the railway for rail maintenance staff. A below ground turning chamber will also be installed.
007	A permanent upgraded fence will be installed to prevent public access to the railway. Land parcel 007 would be located behind the upgraded fence.
009	This land parcel is required for the provision of upgraded fencing to prevent public access to the railway line.
010	A below ground turning chamber will be installed with upgraded fencing and permanent barrier equipment.

101	A REB will be installed. The land will also be used for cable troughing and the creation of hard-standing footpaths. Guard rails and fencing will also be installed.
201	The current title of this land parcel is unknown. It forms part of an access road that NR will require permanent access over as part of the Project. No works are proposed on this land parcel.
301	Land parcel 301 is required for the installation of permanent barrier equipment, fencing, a below ground turning chamber and anti-trespass guards.
402	This parcel is required for the installation of a permanent level crossing road traffic light signal related to the upgraded barrier.
407	This parcel is required for the installation of a permanent level crossing road traffic light signal related to the upgraded barrier.
406	This parcel is required for the installation of a permanent level crossing road traffic light signal related to the upgraded barrier and the installation of an Under Road Crossing.
603	This parcel is required for the installation of a permanent level crossing road traffic light signal related to the upgraded barrier and the installation of fencing to prevent public access to the railway.
705	This parcel is required for the installation of upgraded fencing and railway infrastructure.
906	This parcel is required for a permanent railway compound that will house a REB, control and power supply apparatus as well as a second modular building containing a generator which provides an uninterrupted power supply to the railway. The area will be fenced and will allow for parking by rail maintenance staff.
908	This parcel is required for the installation of barrier equipment, upgraded fencing, below ground infrastructure and amendments to the footway that runs parallel to the highway.
910	This parcel is required for the installation of barrier equipment, upgraded fencing, below ground infrastructure and amendments to the footway that runs parallel to the highway.
911	This parcel is required for the installation of a permanent level crossing road traffic light signal related to the upgraded barrier and installation of fencing to preclude public access to the railway.

#### Permanent acquisition of rights over land

- 5.3 Powers to permanently acquire rights over land are sought in the draft Order where land does not need to be acquired outright, but rights over that land are required – for example a right of

access for maintenance purposes on an on-going basis. Plots where such powers have been included in the draft Order are as follows:

Plots	Purpose
001	Permanent rights are required for pedestrian access for use by maintainers around the perimeter of the secure compound proposed on land parcel 002 to allow access to NR's fence line along the western side of the railway.
100	Permanent rights are required for pedestrian access for use by maintainers around the perimeter of the REB proposed on land parcel 101. The REB will house railway signalling, telecom and electrical assets.
300, 302, 303, 308 and 312	Permanent rights are required for pedestrian access for use by maintainers to access the level crossing signalling and scanner equipment located to the north of Station House.
306	Due to the required land take for the new barrier equipment to the west, this land parcel will allow for a permanent right of access for landowner to the rear of their property, Station House.
405	Permanent vehicular access from adopted highway to REB and surrounding compound located to the north of the railway for use by maintainers. The REB will house railway signalling, telecom and electrical assets.
900	It is proposed at land parcel 906 to install a secure compound for railway and level crossing control equipment. This will contain a REB, control and power supply apparatus as well as a second modular building containing a generator which provides an uninterrupted power supply to the railway. Land parcel 900 is required to provide permanent vehicular access from adopted highway to this compound for use by maintainers.
905	Permanent pedestrian access around exterior perimeter of the level crossing barrier equipment and to the proposed compound to be located in land parcel 906 for use by maintainers.
907	Land parcel 907 will provide pedestrian access around the perimeter of the secure compound proposed in land parcel 906.
909	Permanent rights are required for pedestrian access for use by maintainers to access the level crossing signalling and scanner equipment.

Temporary use for construction purposes

5.4 The draft Order includes powers to use land temporarily for the purposes of temporary worksites which are required to facilitate the permanent works in various locations. The worksites will include, amongst other things, temporary construction areas and a car park, as outlined below:

Plots	Purpose
300, 302, 303, 306, 308, 309, 310, 311 and 312	These plots are required to provide temporary vehicular and pedestrian access and for use as a construction area
400, 404, 405, 408, 409, 410 and 412	These plots are required to provide temporary vehicular and pedestrian access including construction area
602	This plot is required to provide a temporary construction area
700	This plot is required to provide a temporary car park
805	This plot is required to provide a temporary construction area and new temporary access into adopted highway
903, 905, 907 and 909	These plots are required to provide a temporary vehicular access and a construction area

Temporary use of land for access purposes

5.5 The draft Order includes powers to use land temporarily for access purposes. These powers are required to facilitate the construction of the Project. This is a 'lesser' power compared to the power of temporary possession described above and is sought over land where exclusive possession is not required during construction (e.g. for the purposes of providing a worksite) and where permanent rights are not required for the purposes of the maintenance and operation of the Project.

5.6 Network Rail has taken the approach of 'separating' out these two categories of temporary powers so as to ensure that no 'greater' powers over land are sought than is absolutely necessary to facilitate construction of the Project. Plots where the powers of access have been included in the draft Order set out below:

Plots	Purpose
104	Temporary access for construction vehicles/contractor staff to access land parcel 101 off High Street for the installation of the REB and ancillary works.
404	Temporary access for contractor staff to access land parcel 406 and 408 off Station Road for the installation of upgraded barrier equipment and ancillary works.
411	Temporary access for construction vehicles and contractor staff to access land parcel 412 (a temporary construction compound) related to the installation of the REB and power supply point adjacent to the railway.

600	Temporary access for construction vehicles and contractor staff to access a temporary construction compound.
701 and 702	Temporary access to the temporary staff car park at Waterbeach Station (land parcel 700).
807	Temporary access for construction vehicles and contractor staff to access land parcel 805 (a temporary construction compound).
905 and 907	Temporary access for construction vehicles and contractor staff to access land parcels 903 and 906 for the period of construction.
909	Temporary access for construction vehicles and contractor staff to access the railway on the northeastern corner during construction works.

- 5.7 In accordance with Rule 15 of the Transport and Works (Applications and Objections Procedure) (England and Wales) Rules 2006 [SG1], I am advised that notices have been served by Network Rail on the owners, lessees and occupiers of land affected by the Project as set out in the Book of Reference [SG2].
- 5.8 In accordance with Government guidance, Network Rail's aim is to minimise the use of compulsory purchase and, in an effort to achieve that, it continues to negotiate with affected landowners. This issue is addressed further below.
- 5.9 The powers over land and proprietary rights sought in the proposed Order have been limited so far as possible to ensure that they are only those necessary for the requirements of the Project.
- 5.10 If the exercise of powers conferred by the Project results in loss or additional cost to landowners and occupiers they may be able to submit a compensation claim for such costs and losses which will be considered under the compensation provisions of the Order as set out further in this Proof.

## 6. IMPACT ON THE CURRENT OWNERS AND OCCUPIERS

- 6.1 This paragraph addresses the matters raised at 3(d) of the Statement of Matters: *"the impact on the current owners and occupiers of the land to be acquired, including their amenity, access arrangements, and ability to carry out maintenance"*.
- 6.2 As provided above, and described in the Statement of Case submitted on behalf of Network Rail, Network Rail has aimed to minimise the use of compulsory purchase of private land. Publicly owned land (including that owned by Network Rail) has been prioritised for use wherever possible. As such, impact on the amenity and access arrangements of land owned and occupied by third parties, has been minimised.
- 6.3 The only areas where existing owners and occupiers are likely to be affected are described in the table below:

Plots	Impact
304	The location of the new rail infrastructure (barrier machine and wig wag) on Plot 304 although 'Public Highway, will impact on

	<p>the ability of the owner of Station House to access their property with larger vehicles; e.g. a fuel lorry. To overcome the impact of the works, the Project has reached agreement of terms to extend the right of access to Station House over Plot 306, belonging to the Owners of No.1 Station Cottage.</p> <p>Negotiations with the Owners of both properties regarding the potential additional noise arising from the new audible alarm on the wig wag to be situated outside of No.1 Station Cottage have also been discussed and concluded, with provision made within agreed Heads of Terms for compensation to be paid and, if necessary, for this to be reviewed once the new system is operational.</p>
003 and 004	<p>When initially approached in March 2021, the owner of 55 Meldreth Road expressed concerns that Plots 003 and 004 formed part of the property that he had recently purchased and that the upgrade of the level crossing, resulting in greater barrier down time, would impact on his enjoyment of the property as cars would be 'stopped' along the frontage. Following a meeting on site in December 2022, both the position of the boundary and terms to alleviate his concerns regarding the impact of the Project were provisionally agreed.</p> <p>Heads of Terms were subsequently circulated and the owner confirmed his agreement to these on 13<sup>th</sup> March 2023. Solicitors are now instructed to conclude the Heads of Terms agreed.</p>
406	<p>The owner of Plot 406 was initially approached in April 2020. In January 2021, a generic letter to the owner, set out the objectives and timescales for the Project. The owner expressed concern that the proposed upgrade of the level crossing might impact on his proposed development of the adjacent former commercial land for residential development. His concern centred around the proposed purchase of Plot 406 and how this might impact on the visibility splay for the entrance into the development. A meeting was held on site on 1<sup>st</sup> August 2022 to review the plans and to discuss issues arising with both Mr Mingay and representatives from the Project Team. Subsequent correspondence provided additional CAD information and drawings on the proposed upgrade demonstrating the location of the infrastructure proposed.</p> <p>Heads of Terms were subsequently circulated and on 13<sup>th</sup> February 2023, the owners' agent confirmed his clients agreement to these.</p> <p>To date, the owner has not appointed a solicitor to act on his behalf, but at the date of this Statement, we understand that he is now arranging for one to be appointed. Solicitors for Network Rail are now instructed to conclude the Heads of Terms agreed.</p>

## 7. PROVISIONS FOR OWNERS OF AN INTEREST TO CLAIM COMPENSATION

- 7.1 Where Network Rail impact upon private land and rights as a result of the exercise of powers contained within the proposed Order, the Order provides for compensation to be paid to the landowners. Within Schedule 5 – Modification of Compensation and Compulsory Purchase Enactments for Creation of New Rights – the proposed Order incorporates elements of the principal legislation governing compulsory purchase and provides for appropriate variations to that legislation as it applies to the proposed Order. In particular, this includes the Compulsory Purchase Act 1965, the Land Compensation Acts 1961 and 1973 and the Acquisition of Land Act 1981. Along with case law and other legislation these help form the Compensation Code which provides for proper compensation to be paid to those having land taken from them to facilitate schemes in England that are in the public interest.
- 7.2 In summary, the key compensation provisions are as follows: -
- a. Land Taken:
- i. Permanent Land: where land is taken permanently for the Project, compensation will be assessed under Section 5 of the Land Compensation Act 1961 which has effect subject to the modifications set out in Schedule 5 of the proposed Order.
  - ii. Temporary Land: Under Articles 8(5) and 9(6) of the proposed Order, Network Rail must pay compensation to the owners and occupiers of land for which temporary possession is taken for any loss or damage arising from the exercise of powers in relation to the land.
- 7.3 In Article 5, the proposed Order invokes Part 1 of the Compulsory Purchase Act 1965 which, through its application, has the effect of requiring Network Rail to pay compensation to qualifying parties under the Compensation Code for acquisition of new rights in land for access for construction of the works, or for rights of access for third parties. Compensation for temporary possession of land is addressed in Article 8(5) and 9(6).
- 7.4 Under Article 6, the Acquisition of Land Act 1981 **[SG3]** applies as if the proposed Order were a compulsory purchase Order. The 1981 Act therefore has effect with certain modifications as set out in Article 6.
- 7.5 Article 7 provides Network Rail powers to compulsorily acquire new rights over land which it is authorised to acquire for the Project under Article 4. Under Schedule 5, Part 1 of the Compulsory Purchase Act 1965 **[SG4]** applies to the compulsory acquisition of any such rights under Article 7.
- 7.6 All property interest owners who have rights imposed upon them on land or who have land rights taken from them therefore will be entitled to claim compensation in accordance with the Compensation Code, which provides a consistent approach to the assessment of fair compensation (as may legally be varied from time to time).
- 7.7 In the event that agreement cannot be reached the proposed Order also makes provision for determination of the quantum of compensation to be paid, in that the parties are able to refer the dispute to the Upper Tribunal (Land Chamber) for determination.
- 7.8 Hence, although the proposed Order provides Network Rail with powers to interfere with private land interests, such interference is subject to the payment of compensation and the

interference is kept to only that which is required to secure the purposes of the proposed Order.

## 8. INTERFERENCE WITH HUMAN RIGHTS

8.1 This paragraph addresses the matters raised at 5(b) of the Statement of Matters: "*whether the purposes for which the compulsory purchase powers are sought are sufficient to justify interfering with the human rights of those with an interest in the land affected (having regard to Human Rights Act)*". This point is further addressed in the Statement of Case submitted on behalf of Network Rail [SG5].

8.2 I am advised that Article 1 of the First Protocol (**A1P1**) to the European Convention on Human Rights states that:

*"Every natural or legal person is entitled to the peaceful enjoyment of his possessions. No one shall be deprived of his possessions except in the public interest and subject to the conditions provided for by the law and by the general principles of international law.*

*The preceding provisions shall not, however, in any way impair the right of a State to enforce such laws as it deemed necessary to control the use of property in accordance with the general interest or to secure the payment of taxes or other contributions or penalties."*

8.3 I am further advised that A1P1 is a qualified right in that no one shall be deprived of his possessions "*except in the public interest and subject to the conditions provided for by law.*"

8.4 The compulsory acquisition of land for the railway purposes specified in the proposed Order is authorised by, and subject to, the Transport and Works Act 1992 (**1992 Act**). By enacting the 1992 Act the Government has determined that, subject to procedural safeguards, it can be in the public interest that individuals be deprived of rights in their land for railway purposes.

8.5 I am advised that the procedural safeguards are provided by the 1992 Act and the Transport and Works (Inquiries Procedure) Rules 2004 which enable objections to be raised to compulsory acquisition and considered by an independent inspector [SG6]. In addition, where land is authorised to be compulsorily purchased by the making of an order under the 1992 Act, compensation will be payable under the compensation code as applied by that order (as further outlined above). Where disputes as to the amount of compensation arise, these may be referred for independent consideration by the Upper Tribunal (Lands Chamber).

8.6 The Order is being pursued in the public interest, as is required by A1P1 where compulsory acquisition of property is concerned. The public benefits associated with the proposed Order are set out in Ms Heria's Proof of Evidence. For these reasons, the railway purposes for which the powers in the proposed Order are being sought are sufficient to justify interfering with the human rights of the landowners proposed to be affected. The Proposed Order, including the requirement to pay compensation, strikes a fair and proportionate balance between the private interests of the landowners and the public interest in securing the benefits of the Project to the national railway network.

8.7 Furthermore, as set out in the Statement of Case, the compulsory acquisition of land, and rights in land, is necessary to facilitate the delivery of the Project.

8.8 It is considered that any interference with human rights is lawful, proportionate to the public benefit that will be derived from the Project and in the wider public interest in order to secure the benefits resulting from the delivery of the Project. Any interference with Convention rights is therefore considered to be justified.

**9. SUMMARY OF LANDOWNER ENGAGEMENT**

9.1 While I have not been involved in all negotiations with the affected parties (as further outlined below), I understand that Network Rail, their contractors and consultants have made contact with all landowners, occupiers and other property interest holders affected by the Order. Offers of engagement have been made to all parties to discuss the Project and engagement remains ongoing at the time of submission of this Proof.

9.2 Engagement with landowners has taken place as follows.

Engagement specifically relating to land and land interests

9.3 In respect of majority of land and land interests, Brown & Co LLP have acted as a conduit between the Project and the respective third parties, providing information as to the Projects requirements, the scope of work proposed, details of the infrastructure to be installed and providing feedback to the Project Team on relevant site constraints, third party comments and alternative options, where relevant.

9.4 As and when required, Brown & Co LLP have also been attending meetings on site, with and without representatives from the Project Team, entered into correspondence with the affected Parties and circulated draft Licence Agreements / Heads of Terms, as applicable, and discussed proposed compensation directly with the Parties and / or through their appointed representatives, where applicable.

9.5 Details of the negotiations, as well as their outcome, for each Plot are detailed below.

Permanent acquisition of land

Plots	Purpose
002	Following a site meeting and subsequent negotiations with the landowner's agent, terms for the acquisition of the land by private treaty have been agreed. At the date of this Statement, the acquisition of land is not complete. However, both parties have instructed solicitors to complete this as soon as possible.
003 and 004	<p>In March 2021, the owner of 55 Meldreth Road was approached in connection with the planned works to Network Rails' adjacent land. The owner had recently purchased the property and their solicitors were in the process of its' first registration at the Land Registry. Based upon the information provided by the vendors of his property, the owner believed that its garden extended to the visible Network Rail fence. In April 2021, a copy of historical correspondence and the conveyance of the land was circulated to the owner of 55 Meldreth Road, who continued to assert that the land in question formed part of the garden of his property.</p> <p>The owner of the land adjoining these plots therefore submitted an objection to the Order arguing that they were within his ownership boundary.</p> <p>In the Autumn of 2022, the Land Registry confirmed the registration of both 55 Meldreth Road, Shepreth and Network Rails' adjacent land ownership.</p>

	<p>In December 2022 a meeting with the owner of 55 Meldreth Road was convened on site and terms discussed to alleviate the owners' concerns relating to the impact of the development upon his property.</p> <p>At the date of this Statement, terms have been agreed with the owner and solicitors have been instructed by both parties to progress completion of an agreement pertaining to the erection of new boundary fencing on the boundary between Network Rail's land and their own, together with ancillary fencing on the objector's land to minimise the impact of the Project.</p>
101	<p>Following site meetings and subsequent negotiations with the landowner's agent, terms for the acquisition of the land by private treaty have been agreed. At the date of this Statement, the acquisition of land is not complete. However both parties have instructed solicitors to complete this as soon as possible.</p> <p>It is recognised that some amendments may be required to the consideration payable by Network Rail if acquisition is not complete by 6<sup>th</sup> April 2023 as a result of changes to the Capital Gain Tax regime, which come into force on that date.</p>
301	<p>Following site meetings and subsequent negotiations with the landowner and the landowners' agent, terms for the acquisition of the land by private treaty have been agreed. At the date of this Statement, the acquisition of land is not complete. However, solicitors have been instructed to progress this.</p>
406	<p>The owner of Plot 406 was initially approached in April 2020. In January 2021, a generic letter was sent to the owner, setting out the objectives and timescales for the Project. The owner expressed concern that the proposed upgrade of the level crossing might impact on his proposed development of the adjacent former commercial land for residential development. His concern centred around the proposed purchase of Plot 406 and how this might impact on the visibility splay for the entrance into the development. A meeting was held on site on 1<sup>st</sup> August 2022 to review the plans and to discuss issues arising with both Mr Mingay (the owner) and representatives from the Project Team. Subsequent correspondence provided additional CAD information and drawings on the proposed upgrade demonstrating the location of the infrastructure proposed.</p> <p>Heads of Terms were subsequently circulated and on 13<sup>th</sup> February 2023, the owners' agent confirmed his client's agreement to these.</p> <p>To date, the owner has not appointed a solicitor to act on his behalf, but at the date of this Statement, we understand that he is now arranging for one to be appointed. Solicitors for NRIL are now instructed to conclude the Heads of Terms agreed.</p>

Negotiations undertaken in relation to plots 904, 906, 908 and 910 are described in detail in Mr Stancliffe's Proof of Evidence.

Permanent acquisition of rights over land

Plots	Purpose
001	Following a site meeting and subsequent negotiations with the landowner's agent, terms for the acquisition of the rights by private agreement have been agreed. At the date of this Statement, the acquisition of rights is not complete. However, both parties have instructed solicitors to complete this as soon as possible.
100	Following a site meeting and subsequent negotiations with the landowner's agent, terms for the acquisition of the rights by private agreement have been agreed. At the date of this Statement, the acquisition of rights is not complete. However, both parties have instructed solicitors to complete this as soon as possible.
300	<p>Following site meetings and subsequent negotiations with the landowners and the landowner's agent, terms for the acquisition of the rights by private agreement have been agreed.</p> <p>At the date of this Statement, the acquisition of rights is not complete. However, both parties have instructed solicitors to complete this as soon as possible.</p>
302, 303 and 308	Following site meetings and subsequent negotiations with the landowner and the landowners' agent, terms for the acquisition of the rights by private agreement have been agreed. At the date of this Statement, the acquisition of rights is not complete. However, both parties have instructed solicitors to complete this as soon as possible.
306	Following a site meeting and subsequent negotiations with the landowner's agent, terms for the acquisition of the required rights by private agreement have been agreed. At the date of this Statement, the acquisition of rights is not complete. However, both parties have instructed solicitors to complete this as soon as possible.
405	<p>In March 2020, Brown &amp; Co LLP made initial contact with the landowner to discuss the Project and establish the extent of the landowner's land ownership. On 5 August 2020 details of the proposed works were sent to the landowner. This was followed by a site meeting on 27 August 2020, along with representatives from the Project.</p> <p>In January 2021, a generic letter was sent to the landowner, outlining the objectives and timescales for the Project. In</p>

	<p>February 2021, a request for access to the land was made (and granted) to allow porosity tests to be undertaken and a meeting was held on site to discuss in greater detail the Project requirements and how these might be designed to continue to allow for access for farm equipment into the site.</p> <p>Due to a change of design, the Project initially believed that access to the affected landowner's property would no longer be required. However, on 5 October 2021 a further meeting was convened on site to discuss the Project's revised plans, which included the landowner's property.</p> <p>In January 2022 revised plans were sent to the affected landowner indicating the extent of 'temporary access' required to his land. In July further revised plans were circulated and a meeting held on site on 3 August 2022 to discuss and review.</p> <p>In September 2022, the Project's requirements were outlined in an email to the landowner and draft Heads of Terms circulated on 3 October 2022, ahead of a site meeting on 5 October 2022.</p> <p>On 10 October 2022 the landowner appointed an agent to act on his behalf and terms for the acquisition of the land required by Network Rail were progressed.</p> <p>A further meeting was held on site on 19 January 2023 to review the options for the provision of either a new access for the farm to the adjacent field or a shared access to the site.</p> <p>At the date of this Statement negotiations continue to establish how a shared access from the Public Highway can be provided to meet the requirements of both Parties and further meetings are planned. It is anticipated that Terms can be agreed ahead of the commencement of the Public Inquiry.</p>
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Negotiations undertaken in relation to plots 900, 905, 907 and 909 are described in detail in Mr Stancliffe's Proof of Evidence.

Temporary use for construction purposes

Plots	Purpose
300, 302, 303, 306, 310, 311 and 312	<p>Plots 300, 306 and 310 - Following site meetings and subsequent negotiations with the landowners and the landowners' agent, terms for the temporary use of the land have been agreed. At the date of this Statement the agreement is not complete. However solicitors have been instructed to progress this.</p> <p>Plots 302, 303 and 311 - Following site meetings and subsequent negotiations with the landowner and the</p>

	landowners' agent, terms for the temporary use of the land have been agreed. At the date of this Statement the relevant agreement is not complete. However, both parties have instructed solicitors to complete this as soon as possible.
408 and 412	Plot 408 - See comments above in relation to Plot 406.  Plot 412 – See comments above in relation to Plot 405.
602	<p>Following site meetings and subsequent negotiations with the landowner's agent, terms for the temporary use of the land have been agreed and a Licence Agreement circulated and signed by the landowner's agent.</p> <p>On 17 October 2022, we attempted to contact the agricultural Tenant of the land regarding both this requirement and that pertaining to other land beside Milton Fen level crossing outside of the TWAO which, at the time, was the more pressing. This was followed up by a text setting out the reason for Network Rail's enquiry.</p> <p>During the week commencing 24 October 2022, we spoke to the Tenant and emails pertaining to both land requirements (outside and inside of the Order) were sent to the Tenant on 26 October 2022 and 31 October 2022 respectively explaining the negotiations to date with the Landowners agents and sending across a copy of the respective Licence Agreements for signature.</p> <p>The emails were followed up with secondary emails in November 2022 and January 2023, text messages asking him to call and messages left on his voicemail and at the offices of Pretoria Energy, the last being on 9<sup>th</sup> March, when advised by his office that he would not be back in until the week commencing 13<sup>th</sup> March. A further email was sent to the Tenant on 13<sup>th</sup> March.</p> <p>In summary, as at the date of this Statement we have received no substantive response and the Licence Agreement remains unsigned.</p>
700	Following negotiations with the landowner's agent, terms for the temporary use of the land have been agreed. At the date of this statement the agreement is not complete. However solicitors are instructed to progress this and the landowner has withdrawn their objection to the Order.
805	Following site meetings and subsequent negotiations with the landowner's agent, terms for the temporary use of the land have been agreed and a Licence Agreement circulated and completed.

Negotiations undertaken in relation to plots 903, 905, 907 and 909 are described in detail in Mr Stancliffe's Proof of Evidence.

Temporary use of land for access purposes

Plots	Purpose
104	Following site meetings and subsequent negotiations with the landowner's agent, terms for the temporary use of the land have been agreed. At the date of this Statement the Agreement is not complete. However solicitors have been instructed to progress this.
411	Please see comments above in relation to Plot 405.
600	Please see comments above in relation to Plot 602.
701 and 702	Following negotiations with the landowner's agent, terms for the temporary use of the land have been agreed. At the date of this statement the agreement is not complete. However, solicitors are instructed to progress this, and the landowner has withdrawn their objection to the Order.

Negotiations undertaken in relation to plots 903, 905, 907 and 909 are described in detail in Mr Stancliffe's Statement Proof of Evidence.

**10. CONSIDERATION OF OUTSTANDING OBJECTIONS**

- 10.1 In this section, I summarise and respond to objections lodged in relation to the Order, so far as those objections relate to matters within my expertise and remain outstanding at the date of this Statement.
- 10.2 As can be seen from the above, terms have been agreed in relation to the majority of the land and land interests required by the Project. Where terms have not been concluded, negotiations continue and although not all agreements have yet been signed, Network Rail is hoping that this will have been completed by the start of the Inquiry.
- 10.3 A number of objections to the Order have been received from stakeholders who do not have a legal interest in land affected by the Project. These objections are not considered in this Proof of Evidence.
- 10.4 At the date of this Proof of Evidence there are three outstanding objections against the proposed acquisition of land and rights over land, as follows:
- a. OBJ13 – Alex Parmee (Plot Nos. 003 and 004)
  - b. OBJ15 – Kilverstone Estate Owners, which is addressed in Mr Stancliffe's Proof of Evidence; and
  - c. OBJ22 – Mr and Mrs Woodley (Plot Nos. 300, 305, 306 and 310)
- 10.5 This Proof of Evidence does not consider the objection submitted on behalf of the Kilverstone Estate, which is addressed in detail in Mr Stancliffe's Proof of Evidence.

#### Mr Parmee's objection (OBJ13)

- 10.6 OBJ13 comments on a number of points, including the proposed upgrade of the Meldreth Level Crossing and the associated works. I do not comment on any of these in my Proof of Evidence and only focus on my area of expertise.
- 10.7 In his objection (OBJ13) Mr Parmee claims that plots 003 and 004, which are proposed to be acquired compulsorily pursuant to the provisions of the Order, are within Mr Parmee's boundary and there has not been sufficient arrangement from Network Rail in relation to the proposed acquisition of these by Network Rail.
- 10.8 Network Rail has engaged with Mr Parmee with a view to addressing his concerns and at the date of this Proof of Evidence, Heads of Terms have been agreed with Mr Parmee and solicitors instructed by both Network Rail and Mr Parmee to document the agreed arrangements as soon as possible. Network Rail, therefore, anticipates Mr Parmee's objection to be removed in due course.

#### Mr and Mrs Woodley Objection (OBJ22)

- 10.9 Mr and Mrs Woodley objected against the proposed acquisition of land plots 300, 305, 306 and 310, claiming that the proposed acquisition will have a large impact on how their land is currently used (as a parking area).
- 10.10 Mr and Mrs Woodley's objection notes that the new equipment to be installed by Network Rail will impede vision of entering and exiting their property. They further submit that, as a result of the proposed compulsory acquisition, they will lose a car parking space to accommodate their neighbour's right of way.
- 10.11 Mr and Mrs Woodley's objection also raises privacy and safety concerns, as well as the risk of disturbance from the new signals and the associated devaluation of their property.
- 10.12 Network Rail has engaged with Mr and Mrs Woodley with a view to addressing all concerns raised in their objection. As at the date of this proof of Evidence, heads of terms have been agreed and both sides have instructed solicitors to progress the agreed deal as soon as possible. On this basis, it is anticipated that the objection will be withdrawn in due course.

### **11. CONCLUSIONS**

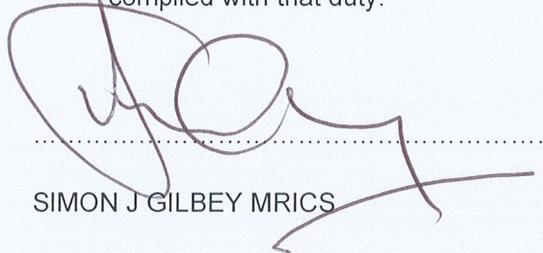
- 11.1 The draft Order has been made in accordance with the relevant guidance which includes a requirement to seek agreement with land and property interest owners.
- 11.2 As evidenced in this Proof of Evidence and the Statement of Case submitted by Network Rail, all the land and rights over land, which Network Rail has applied for, are necessary to implement the Project and, therefore, there is a compelling and justified case in the public interest for the powers and proprietary rights sought to be granted under the proposed Order.
- 11.3 It is considered that any interference with human rights is lawful, proportionate to the public benefit that will be derived from the Project and in the wider public interest in order to secure the benefits resulting from the delivery of the Project. Any interference with Convention rights is therefore considered to be justified.
- 11.4 I am satisfied that Network Rail have sought to minimise the impact of the Project upon the objectors and that compensation provisions within the Order will ensure that the objectors are fully recompensed as far as is possible to offset the impact of the Project.

**12. WITNESS DECLARATION**

12.1 This proof of evidence includes all facts which I regard as being relevant to the opinions that I have expressed and that the Inquiry's attention has been drawn to any matter which would affect the validity of that opinion.

12.2 I believe that facts I have stated in this proof of evidence are true and that the opinions expressed are correct.

12.3 I understand my duty to the Inquiry to help it with the matters within my expertise and I have complied with that duty.



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SIMON J GILBEY MRICS

Dated: 15 March 2023