



TRANSPORT AND WORKS ACT 1992
TRANSPORT AND WORKS (INQUIRIES PROCEDURES)
RULES 2004
NETWORK RAIL (HUDDERSFIELD TO WESTTOWN
(DEWSBURY) IMPROVEMENTS) ORDER

PROPERTY
PROOF OF EVIDENCE
NIGEL BILLINGSLEY

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1. INTRODUCTION

- 1.1.1 My full name is Nigel Billingsley. I am an equity partner at Bruton Knowles, a firm of chartered surveyors with the head office at Olympus House, Quedgeley, Gloucester GL2 4NF. The firm operates from some 12 offices throughout England and Wales, and I am based in the Leeds office.
- 1.1.2 I am a member of The Royal Institution of Chartered Surveyors (RICS) having qualified in 1990 and an RICS registered valuer. I obtained a BSc Degree in Minerals and Estates Management from Sheffield Polytechnic in 1988 and was awarded a post graduate diploma in Urban Studies from Northumbria University in 1992.
- 1.1.3 I have worked for Bruton Knowles since 2004 and have practiced predominantly within the field of compulsory purchase and compensation. I have acted for a number of acquiring authority clients and claimants affected by projects including Compulsory Purchase Orders, Development Consent Orders and Transport & Works Act Orders.
- 1.1.4 In 2015 Bruton Knowles tendered for inclusion on the Network Rail Property services framework and was successful. The areas of work covered by the tender included compulsory purchase & compensation work. In early 2021 Network Rail invited tenders via the property services framework to provide expert witness support to the public inquiry into The Network Rail (Huddersfield to Westtown (Dewsbury) Improvements) Order (The TWAO) (NR02), the Draft Order.
- 1.1.5 The Draft Order is part of a number of interlinked schemes which will upgrade the interconnectivity of the major cities and towns of the North of England, the schemes are collectively known as Transpennine Upgrade. The Draft Order relates to an eight-mile section of the route between Huddersfield and Dewsbury in West Yorkshire. The project will include the following works.
- Double the number of tracks from two to four along the majority of the railway.
 - Upgrading stations at Huddersfield, Deighton, Mirfield and providing a new station at Ravensthorpe.
 - Separating sections of the track from each other with a bridge (fly-over) at Ravensthorpe.
 - Electrification of the railway from Huddersfield to Ravensthorpe and through to Leeds, ("the Scheme").

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- 1.1.6 My role is to provide support to the project team with regard to property issues, and to assist with reaching agreement landowners who have formally objected to the Draft Order. I also provide advice on potential compensation issues and land strategy as required by the project team. In addition, I am instructed to present evidence regarding land and property matters to the Public Inquiry.
- 1.1.7 I am aware of the details of the Scheme from the study of the application documents including Scheme drawings. I have familiarised myself with the land affected including attending site visits where appropriate. I have also attended meetings with the other members of the project team.
- 1.1.8 Where I have not undertaken discussions personally with landowners, I have been kept fully informed by Network Rail staff, consultants, and contractors. Where Bruton Knowles have engaged in direct discussions colleagues have reported details of the meetings to me. Where appropriate Network Rail staff have provided me with notes of meetings and correspondence where relevant.
- 1.1.9 I have studied publicly available information on properties that I have not been able to inspect, in particular I have utilised Landinsight software which maps property data onto mapping and satellite imagery. I have also considered the objections and representations that have been submitted.

2. STRUCTURE OF THE PROOF OF EVIDENCE

- 2.1.1 My Proof of Evidence will address the land and property impacts of the Scheme and will cover the matters set out below:
- 2.1.2 A summary of how the development and proposed implementation of the Draft Order sits within the framework of human rights legislation and a consideration of the pre Order discussions regarding the acquisition of property interests.
- 2.1.3 A description of the purpose of the Draft Order and consideration of the rights and powers that are sought by Network Rail in the Draft Order to facilitate the delivery of the Scheme.
- 2.1.4 A review of the rights for owners of an interest in land to claim compensation as a result of the implementation of the Draft Order, if confirmed.
- 2.1.5 A response to objections by owners of an interest in land on a case by case basis, where appropriate the response will include a summary of engagement with the interest owners during the period prior to and after the publication of the Draft Order.

2.2 Human Rights

- 2.2.1 Article 1 of the First Protocol to the European Convention on Human Rights states that “Every natural or legal person is entitled to 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 deems 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”.
- 2.2.2 Article 1 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”.
- 2.2.3 The compulsory acquisition of land for the railway purposes specified in the Draft Order is authorised by, and subject to, the Transport and Works Act 1992 (the 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 their land for railway purposes. 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. 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, I consider the compensation provisions in Section 4 below. Where disputes as to the amount of compensation arise, these may be referred for independent consideration by the Lands Chamber of the Upper Tribunal.
- 2.2.4 The Draft Order is being pursued in the public interest, as is required by Article 1 of the First Protocol where compulsory acquisition of property is concerned. The public benefits associated with the Draft Order are set out in the Proofs of Evidence of David Vernon (NR/PoE/DV/1.2) and Graham Thomas (NR/PoE/GT/2.2) for these reasons, the railway purposes for which the Draft Order powers are being sought are sufficient to justify interfering with the human rights of the landowners proposed to be affected. The Draft 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 Scheme to the national railway network. Therefore, the interference with Convention Rights is compellingly justified in the public interest.

3. POWERS SOUGHT BY NETWORK RAIL

3.1 Purpose of the Order

- 3.1.1 The purpose of the proposed Draft Order is to enable Network Rail to deliver the Scheme, The Order authorises Network Rail to carry out and maintain the scheduled works and such other works provided for within the Draft Order to facilitate the delivery of the Scheme.
- 3.1.2 In particular, article 8 of the Order allows Network Rail to carry out and maintain works as may be necessary or expedient for the purposes of, or for purposes ancillary to, the construction of the scheduled works.

3.2 Powers to acquire land and rights

- 3.2.1 The Draft Order includes several articles giving powers to Network Rail to acquire land on a permanent and on a temporary basis along with other powers to acquire rights, a summary of the powers that directly landowners within the Book of Reference (NR08) are set out below.
- Article 26 - powers to permanently acquire land
 - Article 29 - of the Draft Order provides powers to acquire new rights in land
 - Article 30 of the Draft Order provides powers to acquire ground anchor rights
 - Article 31 of the Draft Order provides powers to acquire subsoil and impose restrictive covenants
 - Article 32 of the Draft Order provides rights to acquire subsoil or airspace only
 - Article 33 of the Draft Order provides rights over or under streets
 - Article 34 of the Draft Order provides rights to acquire land on a temporary basis
 - Article 35 of the Draft Order provides rights for access on a temporary basis to undertake maintenance works
 - Articles 36 of the Draft Order to provide rights for access on a temporary basis
 - In addition, Article 43 of the Draft Order provides rights to fell and lop trees & access for survey
 - The Draft Order also gives powers to survey to Network Rail, these are set out in Article 24
- 3.2.2 The Draft Order also gives powers to survey to Network Rail, these are set out in Article 24.

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- 3.2.3 The Draft Order includes powers to acquire land, these powers are set out in Article 26 of the Draft Order. The powers are to acquire land that is within the Draft Order limits of deviation effectively giving rights to acquire land within the limits without having to define the plots that are subject to the power to acquire. This can be seen as the primary land that is required for the delivery of the Scheme and is essential for the delivery and operation of the railway. The areas of land to be used to are split into a number of plots, these are set out in the deposited plans and sections (NR 09), each plot is then further described in the book of reference (NR08) which sets out a description of each plot and lists the owners, occupiers and others with a legal interest in land. Where powers other than acquisition are sought in each plot are set out in schedules to the Draft Order, for example land where there are powers for temporary acquisition only are set out in . Hence by cross referencing the plot number against the power set out in schedules to the Draft Order the purpose and type of acquisition can be determined.
- 3.2.4 Key schedules are
- Schedule 1 and 2 – which sets out works.
 - Schedules 9,10,11 and 13, 14 15 16 and 17 set out by reference to plots the nature of the powers which the Draft Order would confer on each plot.
- 3.2.5 Hence if approved the Draft Order will grant powers to, take land on a permanent and temporary basis, impose rights on land, extinguish rights, undertake works affecting the highway and allow entry for survey and tree lopping purposes. The rights set out in the Draft Order are all required to facilitate delivery of the Scheme.

4. COMPENSATION PROVISIONS

- 4.1.1 Where Network Rail impact upon private land and rights the Draft Order provides for compensation to be paid to the landowners. The Draft Order incorporates elements of the legislation which makes up the Compensation Code and provides for appropriate variations to that legislation as it applies to the present Order: in particular the Compulsory Purchase Act 1965, the Land Compensation Act 1973, Land Compensation Act 1961 and the Land Acquisition Act 1981, these being key cornerstones of the English Compensation legislation. 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 undertaken in the public interest in England & Wales.
- 4.1.2 The compensation provisions in the Draft Order vary depending upon the rights being acquired or extinguished which I detail below by reference to each right.
- 4.1.3 As set out in section 3 of my proof above, the powers sought in the Draft Order will enable Network Rail to take temporary possession of land or acquire new rights in land for access for construction of the works, and to take permanent rights of access for third parties.
- 4.1.4 As also set out in section 3 of my proof, although the powers would enable Network Rail to take possession without the landowner's consent, if necessary, Network Rail is willing to reach agreement in advance of using compulsory purchase powers in accordance with the DCLG Guidance.
- 4.1.5 The Draft 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 34(6) or article 35(6).
- 4.1.6 All property interest owners who have rights imposed upon them or land or who have land rights taken from them will be entitled to claim compensation in accordance with the compensation code, which provides a consistent approach to the assessment of fair compensation.
- 4.1.7 In addition to compensation being paid for the value of land taken, compensation will also be payable in respect to any loss in a landowner's retained property caused by it being severed from the land acquired, or by the Scheme itself.

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- 4.1.8 Compensation is also payable in respect to disturbance losses that result from the construction of the Scheme. The total compensation to be paid is usually agreed between the parties. In the event that agreement cannot be reached then fair compensation can be independently determined by both parties making a joint reference via the Alternative Dispute Resolution (ADR) process, or by one or both parties making a reference to the Upper Tribunal (Lands Chamber).
- 4.1.9 The compensation payable in relation to the acquisition of particular interests in land is therefore as follows.
- 4.1.10 Compensation provisions relating to the permanent acquisition of an interest in land are set out in Articles 27 and 28 of the Draft Order, these articles incorporate and Part 1 of the Compulsory Purchase Act 1965 and the Compulsory Purchase (Vesting Declarations) Act 1981. These Acts provide for the service of notice upon landowners which includes the rights to claim compensation from Network Rail in accordance with the ‘compensation code’.
- 4.1.11 Additionally, Article 37 of the Draft Order deals with the Disregard of certain interests and improvements when assessing compensation, this seeks to prevent a claimant from artificially increasing compensation. The provisions of article 38 seek to provide a set off for enhancement in the value of the claimant’s property due to the Scheme, this is known as betterment.
- 4.1.12 Compensation provisions relating the acquisition of new rights in land are set out in Schedule 12 of the Draft Order. This Schedule modifies Compulsory Purchase legislation to ensure that it properly relates to Draft Order.
- 4.1.13 In Particular the Schedule modifies the which provides for amendments to the Compulsory Purchase Act 1965 and Land Compensation Act 1973 the effect of which is to allow owners of land interests may seek compensation for injurious affection to their retained land as a result of the imposition of new rights or restrictive covenants. In addition, Schedule 12A provides for a claimant to seek to require that Network Rail acquire the whole of their legal interest in land rather than part, this is where there may be a material detriment to the retained property.
- 4.1.14 The Land Compensation Act 1961 is also included within a number of Articles dealing with compensation, this Act provides for a basis for calculating compensation and the provision of a reference, to the Upper Tribunal (Lands Chamber) where compensation is disputed.
- 4.1.15 Compensation provisions relating the acquisition of land on a temporary basis are set out in article 34(6), the provision is that *Network Rail must pay*

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compensation to the owners and occupiers of land of which temporary possession is taken under this article for any loss or damage arising from the exercise of temporary powers.

- 4.1.16 This is underpinned by Article 34(7) which provides for the implantation of the Land Compensation Act 1961 so that the dispute can be referred to the Upper Tribunal as noted in paragraph 4.13 above.
- 4.1.17 Similarly, compensation provisions to those set out in Article 34 are set out relating the access to land on a temporary basis for maintenance purposes are set out in articles 35(6) and 35(7).
- 4.1.18 Articles 43 of the Draft Order sets out powers to lop and fell trees, the Article includes provisions for compensation.
- 4.1.19 Hence although the Draft Order provides Network Rail with powers to acquire land, rights in land and to interfere with private land interests both on a permanent and temporary basis such interference is subject to the payment of compensation as set out above, furthermore the Draft Order also provides for disputes as to the compensation to be referred to an independent authority, that being the Upper Tribunal (Lands Chamber).

5. NEGOTIATIONS TO ACQUIRE PROPERTY & RIGHTS

- 5.1.1 As part of the process of consultation and engagement Network Rail consulted and sought to engage with those parties who held land interests that were at risk of being included within the Order, presenting an opportunity for discussions on land acquisition at this stage in the process.
- 5.1.2 As part of the consultation process Network Rail were available for discussion with property interest holders throughout the design period up to the making of the Draft Order and were willing to discuss early acquisition of property throughout that period.
- 5.1.3 It is worth noting that whilst the Scheme design was in development the final extent of the Order limits was not known, hence the extent of the property requirement for the purpose of the Scheme remained uncertain. That fact may have dissuaded the property interest owners from seeking agreement with Network Rail for the acquisition of their interest in land until the Scheme was at a later stage of preparation. Notwithstanding this consideration Network Rail has been in negotiation with those landowners with property interests who are subject to compulsory purchase with a view to reaching agreement with them, in particular those who have lodged an objection to the Order and I consider on each of those objectors in section 6 of my proof.
- 5.1.4 Due to the linear nature of the scheme most of the land interests that are required are for part only of the land interest, in most cases a linear section of land next to the railway is sought by Network Rail with the main landholding remaining with the existing interest holders. Hence Network Rail seek to acquire only part of a legal interest.
- 5.1.5 The legal interests held by the owners include freehold, leasehold and rights, most of the interests are not capable of being transferred in part without the agreement of all of the interest holders. For example, most leasehold interests include provisions that preclude the transfer of part only of the lease.
- 5.1.6 Similarly, there would be complicated implications if part of a freehold were to be transferred to Network Rail whilst the Lease were to be in place.

6. CONSIDERATION OF OUTSTANDING OBJECTIONS

6.1 Summary

- 6.1.1 Some 753 separate legal entities hold an interest land affected by the Scheme; these are included in the Book of Reference (NR08). Of these 47 parties have objected to the Scheme. It can be seen therefore that the majority of interest holders have not sought to object to the Draft Order.
- 6.1.2 Network Rail will continue, following the submission of this document to the Inquiry, where possible, to engage with objectors to ascertain if their concerns can be overcome such that their objection can be removed.
- 6.1.3 A number of objections to the Scheme have been received, by stakeholders who do not have a legal interest in land affected by the Scheme and therefore I do not consider their objection. However, I summarise and comment upon the property and compensation aspect of objections lodged by those with an interest in the scheme below.

6.2 Objection No 1 – Lawton Yarns Ltd & P41 Ltd

Summary of property & legal interest

- 6.2.1 Lawton Yarns occupy land at Ravensthorpe as part of an operational factory site. The land they occupy is part owned by Sustrans and it is understood that they are holding over on an expired lease. In addition, P41 Ltd owns part of the land and this company is in the same group as Lawton Yarns Ltd.
- 6.2.2 There is Northern Powergrid electricity pylon on land occupied by Lawton Yarns Ltd and rights are sought to access the land to undertake works on the Northern Powergrid apparatus. Network Rail do not seek rights to undertake development of the railway itself.
- 6.2.3 A summary of the legal interests and the rights sought in the Draft Order are set out in the schedule of plot information attached hereto as appendix NB01.

Summary of Objection

- 6.2.4 The objection explains that access to the canal is required to provide water for industrial processes and also the site requires constant access and egress to operate at maximum efficiency.
- 6.2.5 The objector seeks confirmation that access and egress to the factory will be maintained throughout the project life and that access to the canal for water extraction purposes will also be maintained.

Response to objection

- 6.2.6 Network Rail have spoken with and met the objector and have offered an undertaking to demonstrate that the impact upon the objectors' operations will be minimised.
- 6.2.7 In summary access will be via a transit van type vehicle to the electricity pylon and this can be facilitated without obstructing the working of the factory. Network Rail will seek to facilitate access from the offside of the existing railway via an arch, but this falls outside the order limits hence Network Rail cannot undertake to access using this route.
- 6.2.8 The Scheme will not interfere with access to the canal for water abstraction purposes.
- 6.2.9 Hence Network Rail are able to satisfy the concerns of Lawnton Yarns Ltd, however in the event that the works result in a disturbance to Lawnton Yarns Ltd or P41 Ltd then the Draft Order includes provisions for claiming compensation for such disturbance. If there is no agreement between the objector as claimant and Network Rail, there is the ability to refer the matter to independent adjudication at the Upper Tribunal.

6.3 Objection 2 - Brendan Kitson

- 6.3.1 I have reviewed the Draft Order plans and book of reference it is clear that this Mr Kitson does not own property affected by the Scheme, I have considered his objection and so not consider that the issue raised fall within the remit of my evidence.

6.4 Objection 3 – Richard Kelly

- 6.4.1 Mr Kelly does not own property affected by the Scheme, I have considered his objection and so not consider that the issue raised fall within the remit of my evidence.

6.5 Objection 5 - Northern Powergrid (Yorkshire) Plc

Summary of legal interests and land rights to be acquired

- 6.5.1 Northern Powergrid (Yorkshire) Plc (NPG) own and operate the electricity distribution network in the Yorkshire region, they are an electricity undertaker as defined in the Electricity Act 1989. NPG have own and operate electricity apparatus which will need to be relocated to facilitate the scheme. Much of the apparatus is held under easement, wayleave and statutory rights for apparatus in the highway. I do not consider this apparatus in my proof.
- 6.5.2 In addition, NPG own a number of plots of land across the Scheme, in particular they own three substation sites these being Plot 9-127, a substation to the east of A62 Leeds Road, Deighton, Plot 15-013 a substation to the North of Woodend Road in Mirfield and plot 18-040 a substation to the east of Sands Lane Mirfield.
- 6.5.3 NPG also own woodland/scrubland and other land associated with the former Thornhill Power station to the South of the Railway at Ravensthorpe.
- 6.5.4 The rights sought in the Draft Order are generally to facilitate the relocation of NPG apparatus to allow the works to be undertaken. At Ravensthorpe some NPG land that is currently occupied as a concrete and aggregates site is required to facilitate the diversion of Calder Lane.
- 6.5.5 The other key area where NPG own land is at Ravensthorpe where they have overhead powerlines that are to be relocated as part of the Scheme. The apparatus includes 132kV apparatus and is on electricity pylons. The land is mainly occupied by Hargreaves and their associated companies and used as a minerals processing site.
- 6.5.6 A summary of the legal interests and the rights sought in the Draft Order are set out in the schedule of plot information attached hereto as appendix NB01.

Summary of Objection

- 6.5.7 NPG have submitted an objection to the Order by e mail their objection did not set out in detail any concerns regarding the Scheme or the draft TWA0.
- 6.5.8 I have not sought to summarise the objection as it is sufficiently brief to be set out in full, the objection, 'Northern Powergrid are a statutory utility, and we must at all times look to protect our assets to ensure our obligations to maintain electrical supplies are not put at jeopardy or compromised. With this in mind and as a Company standard procedure I write to formally object to the draft Order.'

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- 6.5.9 Subsequent discussions on a technical level, and not pertaining to any concerns with the form of the protective provision in the Order, have been held between Network Rail staff and consultants and NPG staff and representatives. I have not been party to these discussions, and I rely upon information provided to me by Network Rail staff in commenting upon this objection.
- 6.5.10 There is a Master Agreement between NPG and Network Rail which provides a right for NPG apparatus to cross Network Rail land and property, as well as a series of supplemental wayleaves with the same effect. This is helpful to both parties as much NPG apparatus crosses the Railway. The Master Agreement, and wayleaves, provide for Network Rail to require the relocation of NPG apparatus at NPG cost. As part of the Scheme certain NPG apparatus will need to be relocated. Where that apparatus is governed by the terms of the Master Agreement and wayleaves, Network Rail has served notice on NPG. The notices were served on 19th November 2020 and have the effect of triggering a period within which such relocation must be carried out in accordance with the terms of the Master Agreement and wayleaves. Because such apparatus is governed by the terms of the Master Agreement and wayleaves, it is outside of the scope of the protective provisions at Schedule 19 and Part 1 of Schedule 19 to the Order.
- 6.5.11 I am not aware of any communication from NPG expanding on their Objection. I understand that this is in spite of requests by Network Rail and their advisors that they intend to do so.

Response to Objection

- 6.5.12 Network Rail have been in discussion with NPG since 2019 and have held a number of workshops and meetings with them since that time. A list of meetings is set out below, during these workshops and meetings Network Rail have sought to reach agreement with NPG and discussions between the parties continue.

08/02/2019	Strategic Utilities Coordination Group
10/04/2019	Workshop
12/04/2019	Strategic Utilities Coordination Group
10/07/2019	NPG interface meeting
16/12/2019	Meeting NPG and Network Rail
14/01/2020	EHV assets workshop
04/02/2020	Meeting NPG and Network Rail
27/02/2020	Design workshop

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03/07/2020	Design workshop
14/12/2020	Meeting NPG and Network Rail
19/03/2021	Meeting NPG and Network Rail
17/06/2021	Meeting NPG and Network Rail

- 6.5.13 At the meetings practical issues relating technical points and have been focused on the apparatus subject to the notices served as described in 6.5.10 above. In spite of requests made by Network Rail and their advisors, there have not been any meetings with (or other communication by) NPG in which any concerns regarding the Order powers or the protection offered by the protective provisions at Schedule 18 and Part 1 of Schedule 19 have been expressed. to apparatus diversion have been discussed and the concerns of NPG have been considered in the Scheme design.
- 6.5.14 With regard to the protection of the NPG operational assets Network Rail have included protective provisions within the Draft Order, at Schedule 18 and Part 1 of Schedule 19, where there are detailed provisions for the protection, removal and diversion of electricity apparatus. In summary the protective provisions prevent Network Rail from extinguishing NPG's right to keep apparatus until alternative apparatus is available for use thereby ensuring continuity of the electricity network. A detailed letter to NPG was sent on 5th July 2021 explaining how this protection works in practice and setting out Network Rail's position that such protection is appropriate and adequate in the context of the Order powers.
- 6.5.15 In summary Network Rail allow NPG rights to cross their land with electricity apparatus under the master agreement and wayleaves, which include terms where Network Rail requires the diversion or removal of that apparatus. As set out at paragraph 6.5.10, those agreements are outside of the scope of the protection offered in Schedule 18 and part 1 of Schedule 19 to the Order. The protective provisions (in Schedule 18 and Part 1 of Schedule 19 to the Order) provide for the protection of electricity network and means for it to continue to operate throughout the works authorised by the Draft Order and when the Scheme is complete. In addition, there is protection for NPG as to cost where they undertake works and changes to their network under provisions of the Draft Order.
- 6.5.16 Network Rail's position is that the protective provisions set out in Schedule 19 properly protect NPG in the context of the Order powers, NPG have not expanded on any detail as to why this is not the case (in spite of encouragement to do so).

6.6 Objection 7 – Shackletons Ltd

Summary of legal interests in land and rights to be acquired

- 6.6.1 Shackletons Ltd Own a factory unit off Weaving Way in Dewsbury, the land that is sought under the Draft Order consists of areas of woodland and scrubland to the North of the Factory unit. It is not envisaged in the Draft Order that the factory area or factory yard will be required to facilitate the scheme.
- 6.6.2 The land is required to widen the railway to facilitate the installation of overhead electric lines for the electrification of the railway along with temporary access to facilitate the works.
- 6.6.3 A summary of the legal interests and the rights sought in the Draft Order are set out in the schedule of plot information attached hereto as appendix NB01.

Summary of Objection

- 6.6.4 The objection is based on the following grounds;
- Acquisition of a building which houses a compressor is required for operations.
 - Construction work would cause logistical difficulties with deliveries.
 - Proposed land take interferes with fire escape routes.
 - No detail has been provided in relation to the proposed security measures.
 - In addition, no attempt has been made to acquire the land via private treaty.

Response to Objection

- 6.6.5 In response to the objection Network Rail has made commitments to deal with the issues raised in the objection. In particular so far as reasonably practicable, Network Rail shall undertake the construction works: so as not to physically impact on the fixed structure of the compressor unit and so as not to impact on the ability of the Company to use the current fire escape routes and Network Rail shall use reasonable endeavours to ensure that the use of the current fire escape routes maintained at all times throughout the construction works.
- 6.6.6 Network Rail have also clarified that they have not sought powers over the remaining property owned by the objector and therefore do not impact deliveries.

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- 6.6.7 Network Rail have undertaken a programme of consultation with parties affected by the Draft Order. As part of this consultation Network Rail would have been receptive to offers to sell land. In this case the land is a small linear area of land which if sold to Network Rail would be land locked without access rights across the objectors own site. In this situation a pre Scheme purchase of the land would not be in the interest of either party.
- 6.6.8 In summary the concerns of the objector have been considered by Network Rail commitments made to ameliorate the concerns, from a land perspective it would not be good estate management practice for Network Rail to acquire small landlocked parcels in the absence of the Draft Order being approved and the Scheme implemented.
- 6.6.9 I also note that there are compensation provisions with the Draft Order which mean that the objector will be able to recover disturbance losses that fall within the Compensation Code. If there is no agreement between the objector as claimant and Network Rail, there is the ability to refer the matter to independent adjudication at the Upper Tribunal.
- 6.6.10 It is expected that the objection will be withdrawn following the objector's further consideration of the commitments made by Network Rail.

6.7 Objection 9 – Bramall Properties Ltd

Summary of legal interests in land and rights to be acquired

- 6.7.1 Bramall Properties Ltd (BPL) own land which is used by an operational Volkswagen dealership which is adjacent to the Railway. They hold land on a leasehold basis with the land being owned by Richard Alexander Limited who are in receivership and who have not objected to the Draft order. The land within the Draft Order includes forecourt, hardstanding and ancillary property adjacent to the railway, the Draft Order does not include the dealership building itself.
- 6.7.2 A summary of the legal interests and the rights sought in the Draft Order are set out in the schedule of plot information attached hereto as appendix NB01.

Summary of Objection

- 6.7.3 The key points of objection are summarised below.
- 6.7.4 Network Rail did not seek to acquire land and rights by agreement.
- 6.7.5 The Draft Order does not sufficiently protect the operational requirements of the dealership, in particular concerns are raised regarding, the period of notice to be given prior to taking temporary possession, continued use of the dealership building during the works, security of the garage during works and ensuring continued access to the basement of the dealership.
- 6.7.6 The land is required to widen the railway to facilitate the installation of overhead electric lines for the electrification of the railway along with temporary possession and permanent access rights to facilitate the works.
- 6.7.7 In addition, the objector suggests that the land and rights sought in the Draft Order are not required to deliver the Scheme and therefore the Draft Order is defective.

Response to Objection

- 6.7.8 Discussions have been held with Bramhall properties and Network Rail have agreed to a number of commitments to ameliorate the concerns practical concerns expressed by the Objector.
- 6.7.9 In my evidence I consider the property issues raised by the objector.
- 6.7.10 With regard to seeking to acquire the land prior to the making of the Draft order I note that the objector holds a leasehold interest in the land the lease is for an area wider than that sought under the Draft Order. It is not practicable to seek to acquire part of a leasehold interest. In addition, the Draft Order envisages temporary use of most of the land required to facilitate the development of the Scheme, as the duration of the land take is not clear until final design is undertaken, this makes any pre Order agreement complex and would lead to an unclear agreement.
- 6.7.11 Network Rail have also noted that the land may be subject to redevelopment in the future and have offered a commitment to the objector to liaise with them to minimise any negative impact that the Scheme may have on development proposals.
- 6.7.12 The objector also has recourse to compensation provisions with the Draft Order as set out in Section 4 above should they suffer loss or disturbance due to the implementation of the Draft Order. Any such claim will be assessed within the context of the 'compensation code' and if there is no agreement between the objector as claimant and Network Rail there is the ability to refer the matter to independent adjudication at the Upper Tribunal.

6.8 Objection 10 - WPC REIT Stretch 41 BV

Summary of legal interests in land and rights to be acquired

- 6.8.1 The objector owns a warehouse on Trident Way industrial estate, most of the property is let to Buy it Direct who use the property for the sale and distribution of white goods which are sold mainly via online marketing, the warehouse is adjacent to the Railway.
- 6.8.2 The land is required to widen the railway to facilitate the installation of overhead electric lines for the electrification of the railway along with temporary access to facilitate the works.
- 6.8.3 A summary of the legal interests and the rights sought in the Draft Order are set out in the schedule of plot information attached hereto as appendix NB01.

Summary of Objection

- 6.8.4 The areas of objection are set out below;
- The within the Draft Order has an undue interference with fire escapes potentially rendering the building useless. And access for maintenance will not be available during and following the works.
 - The objector is concerned that access along Neptune Way, if used by Network Rail will interrupt the operation of their tenant's business leading to an impact on value of the property.
 - The objector also expresses concern at a perceived lack of consultation and comments that they were unaware of the second phase of consultation undertaken in March 2020.
 - The objector considers that there has not been a sufficient attempt by Network Rail to acquire the land and rights by agreement.
 - Additionally, the Objector considers that there is no compelling case in the public interest for the Scheme to go ahead.

Response to Objection

- 6.8.5 I consider the property and estates matters within the objection below, subsequent to the objection Network Rail have undertaken a number of meetings with the objector and have clarified the impact of the Scheme on the property.
- 6.8.6 In particular it has been clarified that the Scheme will not unduly impact upon the fire exits and they will be maintained throughout the works. In addition long term access along the boundary of the warehouse and the railway will be maintained at sufficient width to allow maintenance and walking access along the rear of the warehouse will also be preserved throughout the life of the Scheme and after. As a result of the clarification of the works the concerns that the works will unduly impact the ability of the objector's tenant to use the warehouse are not valid.
- 6.8.7 With regard to access along Neptune Way, Network Rail have also explained the requirements for such access, as a new building has been built upon the originally envisaged access route the use of the route will lower in intensity than expected. Hence, I do not consider the concerns raised regarding access along Neptune Way are valid.
- 6.8.8 With regard to seeking to acquire the land prior to the making of the Draft Order I note that the objector holds a freehold interest in the land, which is subject to leasehold interests, the area to be acquired is a part of the leasehold interest and to acquire this land would also require changes to the lease which would be premature given the uncertainty of the Scheme prior to making the Draft Order. It is not practicable to seek to acquire part of a freehold interest that is subject to a leasehold interest. In addition, the Draft Order envisages temporary use of most of the land required to facilitate the Scheme, as the duration of the land take is not clear until final design is undertaken, this makes any pre Order agreement complex and would lead to an unclear agreement.
- 6.8.9 The objector also has recourse to compensation provisions with the Draft Order as set out in Section 4 above should they suffer loss or disturbance due to the implementation of the Draft Order. Any such claim will be assessed within the context of the 'compensation code' and if there is no agreement between the objector as claimant and Network Rail there is the ability to refer the matter to independent adjudication at the Upper Tribunal.

6.9 Objection 11 – Frank Marshall Estates Ltd (FMEL)

Summary of legal interests in land and rights to be acquired

- 6.9.1 FMEL own a parcel of land associated with industrial/commercial premises, the Draft Order seeks to utilise parts of the land and for required for works on the railway including its electrification. The works required in the area include the realignment of the existing Colne Bridge Road to the east of its existing alignment to facilitate four track-railway and provide the required clearance for the overhead line equipment. The existing structure will be partially infilled with two existing spans infilled
- 6.9.2 A summary of the legal interests and the rights sought in the Draft Order are set out in the schedule of plot information attached hereto as appendix NB01.

Summary of Objection

- 6.9.3 FMEL submitted an objection to the Draft Order a summary of the objection is set out below;
- 6.9.4 The objector has questioned why Network Rail did not undertake negotiations to acquire the land prior to making the Draft Order.
- 6.9.5 Implementation of the Draft Order would have a negative impact on access to the wider site and there is insufficient notice for taking access.
- 6.9.6 3. The objector says that The Notice is defective because FMEL owns plot 11.033 and this is not included in the Schedule to the Notice and no other notice has been served on FMEL in respect of Plot 11- 033.

Response to Objection

- 6.9.7 Following the receipt of the objection Network Rail have engaged with Frank Marshall Estates and have satisfied their concerns regarding access and practical matters, this has been conformed in a commitment letter.
- 6.9.8 With regard to seeking to acquire the land prior to the making of the Draft Order I note that the objector holds a freehold interest in the land, which is subject to leasehold interests, the area to be acquired is a part of the leasehold interest and to acquire this land would also require changes to the lease which would be premature given the uncertainty of the Scheme prior to making the Draft Order. It is not practicable to seek to acquire part of a freehold interest that is subject to a leasehold interest. In addition, the Draft Order envisages temporary use of most of the land required to facilitate the Scheme, as the duration of the land take is not clear until final design is undertaken, this makes any pre Order agreement complex and would lead to an unclear agreement.
- 6.9.9 The objector also has recourse to compensation provisions with the Draft Order as set out in Section 4 above should they suffer loss or additional costs due to the implementation of the Draft Order. Any such claim will be assessed within the context of the ‘compensation code’ and if there is no agreement between the objector as claimant and Network Rail there is the ability to refer the matter to independent adjudication at the Upper Tribunal.
- 6.9.10 With regard to service of notice Owen Kelly of WSP consultants has provided a witness statement in which he confirms that notices were served. A copy of the witness statement is appended to my proof as document NB02.

6.10 Objection 12 – Northern Gas Networks Ltd (NGN)

- 6.10.1 NGN own and operate the gas distribution network in the Yorkshire region. They own apparatus which will need to be relocated to facilitate the scheme. In particular Northern Gas Networks own a high pressure gas pipeline in Ravensthorpe that is required to be diverted to facilitate the Scheme. An Agreement between Network Rail and NGN regulates the relationship between the Parties as regards NGN apparatus situated in or on Network Rail owned land. This includes obligations as to the diversion or removal of NGN apparatus if required by Network Rail for the purposes of works to the railway. The high pressure gas main at Ravensthorpe is within the Network Rail property boundary and within the scope of that Agreement. As such, that gas main is outside of the scope of the Order.
- 6.10.2 A summary of the legal interests and the rights sought in the Draft Order are set out in the schedule of plot information attached hereto as appendix NBX.

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- 6.10.3 In addition to the rights listed Northern Gas Networks apparatus will also be within the highway and will be held there under statutory rights.

Summary of Objection

- 6.10.4 Northern Gas Networks submitted an objection to the Draft Order, in summary they state that protections set out in Schedules 18 and 19 of the Draft order are insufficient to protect their operational assets.

Response to Objection

- 6.10.5 Network Rail have been in discussion with Northern Gas Networks since 2019 and have held a number of workshops and meetings with them since that time. Network Rail have sought to reach agreement with NGN and discussions between the parties continue. The terms of a Design Diversion Agreement in connection with the required diversion of the high pressure gas main at Ravensthorpe are substantially agreed.
- 6.10.6 The Draft Order includes at Schedule 18 and 19 provisions to protect the assets of Northern Gas Networks, and these provisions are preceded in previous orders under the Transport and Works Act 1992. NGN have limited concerns with those provisions, and Network Rail have offered NGN commitments in a Side Agreement to address those concerns, where it is able to do so. The Side Agreement documenting these commitments is substantially agreed

6.11 Objection 13 – JJIG Limited and Buy It Direct Limited

Summary of legal interests in land and rights to be acquired

- 6.11.1 The objector occupies a warehouse on Trident Way industrial estate. The warehouse is owned by WPC REIT Stretch 41 BV whose objection is considered above in section 5.9 of this proof. they use the property for the sale and distribution of white goods which are sold mainly via online marketing, the warehouse is adjacent to the Railway. JJIG own land adjacent to the site occupied by Buy It Direct and they occupy a smaller warehouse adjacent to the Buy It Direct warehouse. The JJIG warehouse was built between design of the scheme and the making of the Draft Order hence the land shown as being used by Network Rail in the Order Plans.
- 6.11.2 The JJIG building is on Plot 9-131a which was to be used for access to the railway, but this cannot now be used for access due to the presence of the building.

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- 6.11.3 The land is required to widen the railway to facilitate the installation of overhead electric lines for the electrification of the railway along with temporary access to facilitate the works.
- 6.11.4 A summary of the legal interests and the rights sought in the Draft Order are set out in the schedule of plot information attached hereto as appendix NB01.
- 6.11.5 Summary of Objection
- 6.11.6 A summary of the key areas of objection is set out below;
- 6.11.7 The acquisition of the land and rights will stop the efficient use of the warehouse by impaction on access, fire escapes scheme in its current form will have a significant detrimental impact on their own land and business interests.
- 6.11.8 The plans show Network Rail will use the land upon which the JJIG warehouse has been built.
- 6.11.9 There has been a lack of consultation and the acquisition of the objector's legal interests is in breach of their Human Rights as the Scheme is not in the public interest.

Response to Objection

- 6.11.10 Network Rail have undertaken a number of meetings with the objector and have clarified the impact of the Scheme on the property.
- 6.11.11 In particular it has been clarified that the Scheme will not unduly impact upon the fire exits and they will be maintained throughout the works. In addition, long term access along the boundary of the warehouse and the railway will be maintained at sufficient width to allow maintenance and walking access along the rear of the warehouse will also be preserved throughout the life of the Scheme and after.
- 6.11.12 With regard to access along Neptune Way, Network Rail have also explained the requirements for such access, as a new building has been built upon the originally envisaged access route the use of the route will lower in intensity than expected and Network Rail will not seek to demolish the existing building.
- 6.11.13 I consider Human Rights issue in Section 2 of this document and given the substantially reduced impact of the Scheme on the objector's interest from that originally envisaged it is clear that there is no undue impact upon their Human Rights.

6.11.14 The objector also has recourse to compensation provisions with the Draft Order as set out in Section 4 above should they suffer loss or disturbance due to the implementation of the Draft Order. Any such claim will be assessed within the context of the ‘compensation code’ and if there is no agreement between the objector as claimant and Network Rail there is the ability to refer the matter to independent adjudication at the Upper Tribunal.

6.12 Objection 14 – Yorkshire Children’s Centre

Summary of legal interests in land and rights to be acquired

- 6.12.1 The objector occupies a former warehouse which has been converted to offices on land adjacent to Huddersfield Railway Station.
- 6.12.2 A restrictive covenant is required on the building to ensure that works are not undertaken close to the Overhead Electric lines that are to be installed as Part of the Scheme. In addition, land that the objector currently uses to park cars upon, this land required to facilitate the extension of the railway lines at Huddersfield station.
- 6.12.3 A summary of the legal interests and the rights sought in the Draft Order are set out in the schedule of plot information attached hereto as appendix NB01.

Summary of Objection

- 6.12.4 In summary the key area of objection raised is the continued access to the rear of the office for a number of purposes, including parking, refuse disposal and fire escape provision. In addition, they are concerned that there is a reduction in car parking available at the completion of the project.
- 6.12.5 A further area of objection is the long term impact of the building as a restrictive covenant will be required to stop works on the building that would lead to a health and safety issue due to the proximity of overhead electric lines.
- 6.12.6 The objector also notes that these factors could impact on the value of the property by reducing its attractiveness to the market.
- 6.12.7 A further area of objection is that there has been no discussion regarding acquisition of the rights prior to the publication of the Draft Order.

Response to Objection

- 6.12.8 I consider the property and estates matter raised in the objection.

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6.12.9 In terms of the objection above Network Rail have had a number of discussions with the objector and have been able to offer access for refuse removal and to ensure that there is continued access for fire escape throughout the works.

6.12.10 With regard to the parking objection, the parking area that is currently used by the objector is owned by Network Rail and they have no rights to use the land for parking. In addition I have spoken to HD1 the owners of the land across which access is required to the parking area and they have confirmed that there is no agreement to provide access. Hence the objection regarding parking is not sustainable as the parking is not lawful.

6.12.11 With regard to any impact on the value of the property as a result of the restrictive covenant the objector has recourse to compensation provisions with the Draft Order as set out in Section 4 above should they suffer loss or disturbance due to the implementation of the Draft Order. Any such claim will be assessed within the context of the 'compensation code' and if there is no agreement between the objector as claimant and Network Rail there is the ability to refer the matter to independent adjudication at the Upper Tribunal.

6.13 Objection 15 – Kinder Properties Limited

Summary of legal interests in land and rights to be acquired

6.13.1 The objector owns Castlegate Retail Park which is occupied by a number of tenants. The car park and access route through the retail park is required for temporary access to facilitate work on Railway arches that is required to facilitate the Scheme. It is expected that the car park will be required for a number of weeks in two distinct separate periods.

6.13.2 A summary of the legal interests and the right sought in the Draft Order are set out in the schedule of plot information attached hereto as appendix NB01.

Summary of Objection

6.13.3 Key elements of the objector's statement of case are set out below:

- The objector queries service of notices.
- The objector also raises a query regarding access and egress and notice of taking property and limited information being provided by Network Rail.

Response to Objection

- 6.13.4 Network Rail have clarified their requirements, the responses submitted to the objector fully explains the practical points raised by the objector.
- 6.13.5 With regard to service of notice Owen Kelly of WSP consultants has provided a witness statement in which he confirms that notices were served. A copy of the witness statement is appended to my proof as document NB02
- 6.13.6 However, in the event the works impact upon the value of the property the objector has recourse to compensation provisions with the Draft Order as set out in Section 4 above should they suffer loss or disturbance due to the implementation of the Draft Order. Any such claim will be assessed within the context of the ‘compensation code’ and if there is no agreement between the objector as claimant and Network Rail there is the ability to refer the matter to independent adjudication at the Upper Tribunal.

6.14 Objection 16 – DP Realty Ltd Trading as Dominoes and Objection 45 R&D Yorkshire Limited

Summary of legal interests in land and rights to be acquired

- 6.14.1 The objector’s agent has confirmed that ‘DP Realty Limited (t/a Domino’s) (“DPR”)', who have a leasehold interest in Unit A, Castlegate Retail Park, Huddersfield HD1 5AT. DP Realty is also the Landlord in relation to the underlease of Unit A to R&D Yorkshire Limited t/a Domino (“R&D”). DPR is part of the franchiser group of the UK Domino’s Pizza chain. R&D is the franchisee of the Huddersfield central outlet’. The objector trades as a pizza delivery store and occupies a unit within Castlegate shopping centre which is owned by Kinder Properties and is the subject of objection 15 which I comment upon in section 5.15 of this report.
- 6.14.2 The car park to the rear of the store is required on a temporary basis for access to undertake works over several weeks during two distinct periods.
- 6.14.3 A summary of the legal interests and the rights sought in the Draft Order are set out in the schedule of plot information attached hereto as appendix NB01.

Summary of Objection

- 6.14.4 The objector has raised several concerns regarding consultation and notices and also the practical impact of the works upon their store.

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Response to Objection

- 6.14.5 Network Rail have clarified their requirements, the responses submitted to the objector fully explains the practical points raised by the objector.
- 6.14.6 With regard to service of notice Owen Kelly of WSP consultants has provided a witness statement in which he confirms that notices were served. A copy of the witness statement is appended to my proof as document NB02.
- 6.14.7 However, in the event the works impact upon the value of the property the objector has recourse to compensation provisions with the Draft Order as set out in Section 4 above should they suffer loss or disturbance due to the implementation of the Draft Order. Any such claim will be assessed within the context of the ‘compensation code’ and if there is no agreement between the objector as claimant and Network Rail there is the ability to refer the matter to independent adjudication at the Upper Tribunal.

6.15 Objection 17 - The Kingdom Hall Trust (Jehovah's Witness) (KHT)

Summary of legal interests in land and rights to be acquired

- 6.15.1 The objector is a religious organisation, the Scheme will impact upon the car park and access to the building that is used for religious purposes. The land interests owned, and land occupied by the objectors is an access road and car park and ancillary adjacent land.
- 6.15.2 The objectors land is required mainly as an access route to the works and the car park area is required for temporary works to facilitate the works.
- 6.15.3 A summary of the legal interests and the rights sought in the Draft Order are set out in the schedule of plot information attached hereto as appendix NB01.

Summary of Objection

- 6.15.4 In summary the objector is concerned that access to the religious building will be stopped due to the Scheme and that the use of land used for parking will prohibit the use of the building for religious purposes.
- 6.15.5 The Objector also raises the human right of freedom to worship and suggest that the scheme conflicts with this right.

Response to Objection

- 6.15.6 Network Rail have met with the objectors and have agreed that access will be maintained throughout the works so that worship can continue.

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6.15.7 However, in the event the works result in additional costs or losses the objector has recourse to compensation provisions with the Draft Order as set out in Section 4 above should they suffer loss or disturbance due to the implementation of the Draft Order. Any such claim will be assessed within the context of the ‘compensation code’ and if there is no agreement between the objector as claimant and Network Rail there is the ability to refer the matter to independent adjudication at the Upper Tribunal.

6.16 Objection 18 to 22 and 29 – Hargreaves (GB) Limited; Newlay Asphalt Limited; Newlay Readymix Limited; Newlay Concrete Limited; Dewsbury Sand & Gravel Limited, and Wakefield Sand & Gravel Limited

Summary of legal interests in land and rights to be acquired

6.16.1 Hargreaves GB Ltd and their associated businesses occupy a large site at Ravensthorpe that is used for mineral and aggregate processing delivering aggregate, tarmac and concrete to the local construction market. In addition, they own a quarry close to the site that is affected by the Scheme, however objections are focused on the processing site at Ravensthorpe.

6.16.2 The businesses are linked together hence I consider the objections of the above associated businesses together.

6.16.3 The objectors occupy the land as tenants and a summary of the title an ownership position is set out in the document attached at Appendix NB03.

6.16.4 The land is required to provide for the relocation of Calder Road hence land occupied by the relocated road is required on a permanent basis, additional land is required on a temporary basis to facilitate works to relocate Calder Road and to remove overhead and underground electricity apparatus.

6.16.5 A more general summary of the legal interests and the rights sought in the Draft Order are set out in the schedule of plot information attached hereto as appendix NB01.

Summary of Objection

6.16.6 I summarise below the main areas of objection that are common to the objector companies.

6.16.7 The use of Compulsory Purchase Powers is unnecessary as the Scheme can be achieved without acquiring the land sought in the Draft Order. This is based upon a contention that different approach to the project an underpass or dive under approach would be preferred, such an approach would reduce if not avoid taking land from the Ravensthorpe processing site.

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- 6.16.8 Acquisition of the land as set out in the Draft order plans will result in a closure of the businesses resulting in job losses and a negative impact upon local construction.
- 6.16.9 The impact on the business of temporary road closures will result in longer haulage routes for products to market such being contrary to sustainability policy and adverse to the economic operation of the businesses.
- 6.16.10 Mineral production sites are protected under planning policy.
- 6.16.11 Network Rail has failed to properly engage with the Objectors.
- 6.16.12 The areas of objection do not specifically fall within the auspices of property evidence.

Response to Objection

- 6.16.13 Network Rail have demonstrated that there is sufficient space for the concrete plant to be relocated within the site and for operations on site to continue throughout the works and after the implementation of the Scheme.
- 6.16.14 I acknowledge that the works and Scheme will interfere with the objectors mineral processing operations at the site. However in the event the works result in additional costs or losses the objector has recourse to compensation provisions with the Draft Order as set out in Section 4 above should they suffer loss or disturbance due to the implementation of the Draft Order. Any such claim will be assessed within the context of the 'compensation code' and if there is no agreement between the objector as claimant and Network Rail there is the ability to refer the matter to independent adjudication at the Upper Tribunal.

6.17 Objection 23 – HD1 Limited

Summary of legal interests in land and rights to be acquired

- 6.17.1 The objector owns land and a car park and a large disused former railway warehouse in Huddersfield adjacent to the Railway station.
- 6.17.2 The land sought under the Draft Order will be acquired using temporary powers and will be used as a construction site and compound throughout the works at the Railways Station in Huddersfield. In addition a restrictive covenant is sought on the warehouse building to ensure that protective provisions are undertaken prior to future work on the building, this is because the overhead electric lines run close to the building following completion of the works. In addition, the Draft Order includes a permanent right of access

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through the objectors retained land so that access to the railway can be taken in perpetuity.

- 6.17.3 A summary of the legal interests and the rights sought in the Draft Order are set out in the schedule of plot information attached hereto as appendix NB01.

Summary of Objection

- 6.17.4 The objector's property related concerns can be summarised as;

- 6.17.5 A concern regarding how the long term access rights will impact potential development of the site in the future, the impact of the restrictive covenant on the value of the warehouse building and how the temporary possession may delay redevelopment of the site.

Response to Objection

- 6.17.6 Network Rail have discussed the objection with the Objectors and are able to commit to an agreement whereby there is flexibility in the location of the permanent access right so that the route of access will be able to be amended to facilitate development if required in the future, commonly known as a lift and shift clause. This adequately deals with the first property issue.
- 6.17.7 With regard to the restrictive covenant and the impact on delays to redevelopment both of these matters can be dealt with by way of compensation following the implementation of the Scheme.
- 6.17.8 I acknowledge that the works and Scheme will interfere with the objector's car parking operations at the site, effectively closing the car park during the period of temporary possession. However losses incurred by the objector as a result of the car park closure will be subject to compensation provisions with the Draft Order as set out in Section 4 above should they suffer loss or disturbance due to the implementation of the Draft Order. Any such claim will be assessed within the context of the 'compensation code' and if there is no agreement between the objector as claimant and Network Rail there is the ability to refer the matter to independent adjudication at the Upper Tribunal.

6.18 Objection 24 - Rosemary Elizabeth Carr & Others

Summary of legal interests in land and rights to be acquired

- 6.18.1 The objector a mill site for which she has development aspirations and also a number of residential properties at Mirfield.

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6.18.2 The Draft order envisaged using land within the objector's ownership for temporary parking and other areas at Mirfield for permanent access rights to the railway.

6.18.3 A summary of the legal interests and the rights sought in the Draft Order are set out in the schedule of plot information attached hereto as appendix NB01.

Summary of Objection

6.18.4 In their statement of case the objector's issues can be summarised that Network Rail have not considered the development of the Butt End Mills site or the impact of the Scheme on the residential properties at Mirfield.

Response to Objection

6.18.5 Network Rail have considered the concerns of the objector and have agreed to give a notice period of 6 months prior to temporary occupation at the Butt End Mills site which will help mitigate the impact of the temporary possession of land. In addition, Network Rail have agreed not to exercise the powers of permanent acquisition over plot 15-031 previously included in the order for maintenance access.

6.18.6 With regard to the residential property Network Rail has confirmed that construction noise is to be mitigated by the use of best practicable means at all times and 2 car parking spaces will be maintained throughout the works.

6.18.7 Hence the key concerns of the objector have been satisfied and if the objector incurs further losses, they will be able to submit a claim under the compensation provisions with the Draft Order as set out in Section 4 above should they suffer loss or disturbance due to the implementation of the Draft Order. Any such claim will be assessed within the context of the 'compensation code' and if there is no agreement between the objector as claimant and Network Rail there is the ability to refer the matter to independent adjudication at the Upper Tribunal.

6.19 Objection 26 – Dr Reddy's Laboratories (EU) Ltd (Dr Reddy's)

Summary of legal interests in land and rights to be acquired

6.19.1 The objector owns a chemical manufacturing plant near Mirfield. Network Rail seek to acquire land and rights at the entrance to the plant site, not the plant site itself. The land is required on a temporary basis to facilitate the works and also access for maintenance purposes in the long term.

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6.19.2 A summary of the legal interests and the rights sought in the Draft Order are set out in the schedule of plot information attached hereto as appendix NB01.

Summary of Objection

6.19.3 Dr Reddy's have lodged a substantial objection and statement of case; however, the objections can be summarised as follows;

6.19.4 There was a lack of pre application engagement

6.19.5 There is a concern on the impact of the operation of the plant of the temporary stopping up of Standard Lane.

6.19.6 There is a concern on the acquisition of maintenance access rights which if utilised may impact upon the operation of the plant.

6.19.7 There is concern that the Scheme may introduce vibration which will have an adverse impact on scientific instruments.

Response to Objection

6.19.8 Networks Rail have undertaken further discussion with the objector and are committed to resolving the objectors concerns regarding access to the plant.

6.19.9 The impact of the Scheme on the objector is minimal with no land being acquired the rights sought being over a small area of land which will not impact the operation of the plant.

6.19.10 The issues raised fall generally outside the scope of property evidence. However losses incurred by the objector as a result of the implementation of the Scheme will be subject to compensation provisions with the Draft Order as set out in Section 4 above should they suffer loss or disturbance due to the implementation of the Draft Order. Any such claim will be assessed within the context of the 'compensation code' and if there is no agreement between the objector as claimant and Network Rail there is the ability to refer the matter to independent adjudication at the Upper Tribunal.

6.20 Objection 27 – Citiclient (Cof) Nominees Limited and Citiclient (Cpf) Nominees No 2 Limited (“The Charities Property Fund”)

Summary of legal interests in land and rights to be acquired

6.20.1 The objector owns roadway, verge, woodland and hardstanding near Bradley retail park which is occupied by a number of tenants. The organisation invest money in property on behalf of charities.

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Proof of Evidence – Property

- 6.20.2 The land owned by the objector is required by Network Rail to deliver works 9A and 10 along with a number of plots required for temporary access to facilitate the works.
- 6.20.3 A summary of the legal interests and the rights sought in the Draft Order are set out in the schedule of plot information attached hereto as appendix NB01.

Summary of Objection

- 6.20.4 A summary of the key grounds of objection raised by the objector is set out below;
- 6.20.5 The objector is concerned that more land than is necessary is included within the Draft Order. In addition, there is concern about the impact on access to the retained land which will result in an impact upon the value of the retained land.

Response to Objection

- 6.20.6 Following discussions with the objector, Network Rail have offered a number of commitments which mitigate the issues raised by the objector, in addition further explanation of the requirement for the land and rights has been provided.
- 6.20.7 Although the key issues raised in the objection have been mitigated by commitments made by Network Rail, losses incurred by the objector as a result of the implementation of the Scheme will be subject to compensation provisions with the Draft Order as set out in Section 4 above should they suffer loss or disturbance due to the implementation of the Draft Order. Any such claim will be assessed within the context of the 'compensation code' and if there is no agreement between the objector as claimant and Network Rail there is the ability to refer the matter to independent adjudication at the Upper Tribunal.

6.21 Objection 30 – DG Asset Enterprises Ltd

Summary of legal interests in land and rights to be acquired

- 6.21.1 The objector has recently acquired a site from within the Mamas and Papas site, which is to be used as a retail unit.
- 6.21.2 The property is required by Network Rail for temporary access to facilitate works, the land to be acquired is the car park and access roads adjacent to the commercial unit.

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Proof of Evidence – Property

6.21.3 A summary of the legal interests and the rights sought in the Draft Order are set out in the plan attached hereto as appendix NB01. As the property was acquired by the objector after making the Draft Order, they are not in the Book of Reference hence a bespoke plan has been produced.

Summary of Objection

6.21.4 The objection principally relates to the extent of Network Rail's land take which is indicated on the Draft Order plans as being the entire yard area and maintenance of access to the Mamas and Papas unit.

6.21.5 In addition, the objector raised a concern that no negotiations were undertaken prior to the publishing of the Draft Order.

Response to Objection

6.21.6 Network Rail have responded to the queries raised in the objection and clarified their requirements, there is potential for the owners to suffer loss as a result of temporary possession, and this will be subject to compensation provisions with the Draft Order as set out in Section 4 above should they suffer loss or disturbance due to the implementation of the Draft Order. Any such claim will be assessed within the context of the 'compensation code' and if there is no agreement between the objector as claimant and Network Rail there is the ability to refer the matter to independent adjudication at the Upper Tribunal.

6.22 Objection 32 - Tanvir and Qadeer Ahmed (Furniture Bazaar)

Summary of legal interests in land and rights to be acquired

6.22.1 The objector leases a shop in Dewsbury from where he undertakes commercial trade. Temporary rights of access are required along the track immediately adjacent to the Furniture Bazaar for the purpose of accessing the railway bridge over the River Calder situated further down the track. Work on the existing bridge will be required to decommission its use and build a new structure to accommodate the new Ravensthorpe Viaduct alignment. The access is currently envisaged to be infrequent and walking only.

6.22.2 A summary of the legal interests and the rights sought in the Draft Order are set out in the schedule of plot information attached hereto as appendix NB01.

Summary of Objection

6.22.3 The objection states can be summarised as a concern that the proposed works will whilst they are ongoing materially and substantially interfere with their business and ability to trade at all from the Commercial Property that they occupy.

Response to Objection

6.22.4 Network Rail have provided further explanation of the scheme and its potential impact upon the objector, the primary concern of the objector is the impact upon the business, and this can be dealt with via compensation. The objector will be able to submit a claim for loss as a result of temporary possession and this will be subject to compensation provisions with the Draft Order as set out in Section 4 above should they suffer loss or disturbance due to the implementation of the Draft Order. Any such claim will be assessed within the context of the ‘compensation code’ and if there is no agreement between the objector as claimant and Network Rail there is the ability to refer the matter to independent adjudication at the Upper Tribunal.

6.23 Objection 34 – Taurus Investments Ltd & Objection 37 – Mamas & Papas Ltd

Summary of legal interests in land and rights to be acquired

6.23.1 The objector owns commercial property that is occupied by Mamas and Papas the baby products manufacturer. The land sought in Draft Order is mainly the access and parking areas of the Mamas and Papas unit along with some ancillary woodland and verge areas.

6.23.2 The land is predominantly required on a temporary basis to provide access to facilitate works on the bridge and railway at Colne Bridge Road, Bradley. Although permanent rights of access are also sought, and a small area of land is required to facilitate the presence of sloping verge to the railway.

6.23.3 A summary of the legal interests and the rights sought in the Draft Order are set out in the schedule of plot information attached hereto as appendix NB01.

Summary of Objection

6.23.4 The grounds of objection can be summarised as follows.

6.23.5 The objectors raise concerns regarding consultation and also question whether the Scheme is in the public interest.

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- 6.23.6 From a property perspective the objectors concern is that the works may stop the operation of the Mamas and Papas site as access and parking cease to be available. This would have a substantial impact on the value of the property.

Response to Objection

- 6.23.7 Network Rail have responded to the objectors and confirmed that the impact on the access road and car park will be minimised, this approach will ensure that the tenant continues to enjoy the use of the property thereby minimising the impact on the objector.
- 6.23.8 There is potential for the owners to suffer loss as a result of temporary possession in addition to the value of land acquired and this will be subject to compensation provisions with the Draft Order as set out in Section 4 above should they suffer loss or additional costs due to the implementation of the Draft Order. Any such claim will be assessed within the context of the 'compensation code' and if there is no agreement between the objector as claimant and Network Rail there is the ability to refer the matter to independent adjudication at the Upper Tribunal.
- 6.23.9 The position is the same for the occupiers, Mamas & Papas in that in the event they suffer financial loss as a result of the temporary land take, they will be able to claim subject to compensation provisions with the Draft Order as set out in Section 4 above should they suffer loss or disturbance due to the implementation of the Draft Order. Any such claim will be assessed within the context of the 'compensation code' and if there is no agreement between the objector as claimant and Network Rail there is the ability to refer the matter to independent adjudication at the Upper Tribunal.

6.24 Objection 35 – Canal and Rivers Trust (CRT)

Summary of legal interests in land and rights to be acquired

- 6.24.1 The objector owns and operates most of the navigable waterways in Britain, there are a statutory body and as such the Draft Order includes protective provisions.
- 6.24.2 Network Rail will take temporary powers at various points along the canal network to facilitate the Scheme works, in addition land is required for works 9a, 15 and 21.
- 6.24.3 A summary of the legal interests and the rights sought in the Draft Order are set out in the schedule of plot information attached hereto as appendix NBX.

Summary of Objection

- 6.24.4 Although the objection is wide ranging the key issue is that CRT would prefer to rely upon their code of practice for works near to canals. Rather than rely upon the protective provisions in the Draft Order.
- 6.24.5 From a property perspective the key area of objection is that Network Rail ought not use compulsory purchase powers over Trust owned land.

Response to Objection

- 6.24.6 Network Rail have included protective provisions in the Order to ensure that the canal network is not unduly affected by the Scheme, financial provisions within the protective provisions will ensure that the objector is adequately recompensed for costs and losses incurred as a consequence of the Scheme
- 6.24.7 Given the scale and nature of the Scheme, Network Rail need to have Compulsory powers available to ensure land and rights over land are available for the works and the potential impact of delays upon cost of, and efficiency in, delivery of the scheme mean that Network Rail is not able to contract out of such powers at the objector's request. However, Network Rail where possible and without compromising its ability to deliver the Scheme in an economic, effective and efficient manner, has offered the Trust commitments to mitigate the impact of those powers on Trust owned land.
- 6.24.8 If the Order is made, the implementation of the authorised works will be carried out in accordance with the requirements of the Code of construction practice which will have been submitted to and approved by Kirklees Council in accordance with the conditions of the deemed planning permission. The detailed design of the Order Scheme will also be subject to approval by Kirklees Council in accordance with the terms of the deemed planning permission. The same is true of the works authorised by the grant of listed building consent. Network Rail as the promoter of the Order Scheme is responsible for the delivery of the Order Scheme in accordance with terms and conditions of the Order and with those further controls to which I have referred. Network Rail is opposed both in principle and in practice to accepting the obligation to obtain the agreement of the Trust to the Order works by reference to the Trust's code of practice which does not relate to the Order and the deemed planning permission but is a code developed by the Trust for specific purposes in the delivery of individual works on Trust owned land. Appropriate provision is made under Schedule 19 to the Order for the protection of the Trust and its assets. In the context of the delivery of the Scheme there is neither any need nor any justification for the Network

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Rail to agree to further controls proposed by the Trust in their objection. To agree to the Trust's code of practice would mean that The Scheme cannot be developed except at the agreement of the Trust. It is important that the powers and rights to deliver the Scheme sit with Network Rail and not a third party.

- 6.24.9 I understand that following Network Rail's experience on the Ordsall Chord (the Chord), which required the agreement of the Trust before exercising powers, this placed an unnecessary burden on Network Rail. It is my understanding that for the Chord the Trust's land and property interest were limited but through the imposition of this requirement, this placed risks and additional costs on Network Rail. The additional risk and costs arose as a result of the requirement to reach agreement with the Trust, giving rise to legal costs to draft and produce an agreement. This, in addition, resulted in uncertainty and risk to the programme, and delay incurring further cost. In the case of the Huddersfield – Westtown Order, Network Rail will instead, as is the accepted practice in the implementation of infrastructure schemes of this nature, rely on serving notices to compulsorily acquire Trust land or rights in land where that is justifiable for the purposes of the Scheme (subject always to the protection offered to the Trust in Part 5 of Schedule 19 to the Order) This provides Network Rail with certainty that land can be secured in the required timescales and Network Rail is in control of the programme to allow effective and efficient delivery of the Scheme.
- 6.24.10 I understand that Network Rail remains committed to continue to work with the Trust in order to reach an agreement regarding their land interests so to mitigate the impact of those powers on the Trust and, where possible and without prejudice to the Scheme delivery, to avoid the exercise of full compulsory acquisition of Trust owned land. Notwithstanding Network Rail's willingness to engage with the Trust and reach agreement in connection with the mitigation of the impact of the Order powers in the implementation of specific works, the compulsory powers in respect of Trust owned land must be included in the Order so as not to frustrate Network Rail's ability to deliver the Scheme.
- 6.24.11 In addition to the protection provided in paragraph 39 of Part 5 to Schedule 19 of the Order, I understand that Network Rail has offered the Trust a series of commitments in a Side Agreement. The Side Agreement includes a commitment that when exercising the powers conferred by article 26 and article 29 to the Order, Network Rail will use its reasonable endeavours to limit the acquisition of any part of, or any rights over, the Trust's land to that which Network Rail reasonably requires for the purposes of the authorised works. It also includes a commitment that Network Rail will have regard to

the Trust's Code of Practice where this is appropriate and consistent with the exercise by Network Rail of the statutory powers conferred by the Order, and the timely safe economic and efficient delivery of the Scheme. Further commitments have been offered in the Side Agreement pertaining to consultation and liaison in the exercise of the Order powers and maintenance of headroom heights, and critical access to the Trust's assets for safety and maintenance reasons. I understand that negotiations are also on-going as regards specific locations within the Trust's land, and the impact of the Order powers in those areas.

6.25 Objection 36 – Dewsbury Riverside

Summary of legal interests in land and rights to be acquired

- 6.25.1 The objector own land at Ravensthorpe that is agricultural in nature however the property is held as a potential residential development site.
- 6.25.2 The land is required for temporary access and for the works 15, 17A and 17B, this includes the building of the new Ravensthorpe railway station and the realignment of Calder Road
- 6.25.3 A summary of the legal interests and the rights sought in the Draft Order are set out in the schedule of plot information attached hereto as appendix NB01.

Summary of Objection

- 6.25.4 The objector's concerns are principally around the impact of the Scheme on the development of the 120 dwelling project and in particular the maintenance of the access to the development site.
- 6.25.5 In addition, there is a concern regarding loss of developable area.
- 6.25.6 There is also a proposed development of circa 4000 dwellings and the objectors are concerned that Network Rail will provide vehicular access to this development.

Response to Objection

- 6.25.7 With regard to the objection Network Rail are able to ensure that the proposed access to the 120 dwelling scheme is maintained and the objection on this ground is unfounded.
- 6.25.8 In the event that there is a loss of value to the land the objectors will be able to claim compensation for the loss in value of their retained land as well as the loss of land permanently acquired as provide for in the Compensation

Code, hence there is remedy for any issue arising under this objection within the Draft Order.

6.26 Objection 38 – Huddersfield Town Football Club Ltd

Summary of legal interests in land and rights to be acquired

- 6.26.1 The objector occupies land that is used for sports training purposes.
- 6.26.2 Network Rail require land on a temporary basis for access purposes, this is an access along the track from Old Fieldhouse Lane up to the railway footbridge, as well as two small compound areas. One compound will be situated at the pedestrian footbridge and will facilitate the demolition and replacement of the bridge itself. The second compound will be situated directly south and adjacent to the Huddersfield Broad Canal bridge, alongside the track. In addition, permanent freehold acquisition plots will be necessary due to the footprint of the new bridge structure to replace the current footbridge.
- 6.26.3 A summary of the legal interests and the rights sought in the Draft Order are set out in the schedule of plot information attached hereto as appendix NB01.

Summary of Objection

- 6.26.4 In summary the objector considers that Compulsory purchase powers are not appropriate and to use such is a breach of their Human Rights.
- 6.26.5 In addition, they are concerned about the impact on the practical use of their retained land.

Response to Objection

- 6.26.6 Network Rail have explained in detail their likely use of the land and Offered mitigation at a practical level, from a property perspective the objector will be able to submit a claim for loss as a result of their dispossession from the land and this will be subject to compensation provisions with the Draft Order as set out in Section 4 above should they suffer loss or disturbance due to the implementation of the Draft Order. Any such claim will be assessed within the context of the 'compensation code' and if there is no agreement between the objector as claimant and Network Rail there is the ability to refer the matter to independent adjudication at the Upper Tribunal.

6.27 Objection 39 – British Bung Manufacturing Company Limited

Summary of legal interests in land and rights to be acquired

- 6.27.1 The objector owns a private roadway over which access is required to facilitate the Scheme. The rights sought include a permanent access to facilitate construction and maintenance access for the authorised works
- 6.27.2 A summary of the legal interests and the rights sought in the Draft Order are set out in the schedule of plot information attached hereto as appendix NB01.

Summary of Objection

- 6.27.3 In summary the objector is concerned that Network Rail's use of their access road will impede their ability to access their manufacturing building thereby impacting upon their business.

Response to Objection

- 6.27.4 Network Rail have confirmed that they will not impede the use of the road which will remain open for the objector to use, however from a property perspective the objector will be also able to submit a claim for loss as a result of Network Rails' acquisition and use of the rights from the land and this will be subject to compensation provisions with the Draft Order as set out in Section 4 above should they suffer loss or disturbance due to the implementation of the Draft Order. Any such claim will be assessed within the context of the 'compensation code' and if there into agreement between the objector as claimant and Network Rail there is the ability to refer the matter to independent adjudication at the Upper Tribunal.

6.28 Objection 40 – West Yorkshire Combined Authority

Summary of legal interests in land and rights to be acquired

- 6.28.1 The objector is the statutory body responsible for transport in the area which formed the former county of West Yorkshire (Leeds, Bradford, Wakefield, Kirklees and Calderdale).
- 6.28.2 From a property perspective Network Rail seek to acquire subsoil and restrictive covenants to facilitate works 1a and 1b, utility diversions and temporary and permanent access rights to facilitate the development of the Scheme. The property acquisitions are at Huddersfield bus station.
- 6.28.3 A summary of the legal interests and the rights sought in the Draft Order are set out in the schedule of plot information attached hereto as appendix NB01.

Summary of Objection

- 6.28.4 Despite being generally supportive of the Scheme the objector has lodged a wide ranging objection to the Draft Order. I have focused on the concerns raised under the heading of acquisition and use of land in summary the objector seeks additional detail and is concerned at the impact on the property of utility diversions and the acquisition subsoil rights.

Response to Objection

- 6.28.5 Network Rail have responded to the queries explaining that the impact on property is limited and I also note that from a property perspective the objector will be able to submit a claim for loss as a result of the implementation of the Order and this will be subject to compensation provisions with the Draft Order as set out in Section 4 above should they suffer loss or disturbance due to the implementation of the Draft Order. Any such claim will be assessed within the context of the 'compensation code' and if there is no agreement between the objector as claimant and Network Rail there is the ability to refer the matter to independent adjudication at the Upper Tribunal.

6.29 Objection 42 – Veolia Ltd

Summary of legal interests in land and rights to be acquired

- 6.29.1 The objector operates a waste transfer station and depot in Ravensthorpe access to the property is required to facilitate the delivery of the Scheme.

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- 6.29.2 Part of the depot is required to allow the diversion of the NGN gas pipeline and also to undertake works on the railway and divert Calder Road, in particular to undertake works 15, 17 and 17b in addition to temporary occupation of their compound area to facilitate the works.
- 6.29.3 A summary of the legal interests and the rights sought in the Draft Order are set out in the schedule of plot information attached hereto as appendix NB01.

Summary of Objection

- 6.29.4 Veolia object to the Draft Order on the basis that the operation of their waste transfer site will be compromised by the land take that is included within the order.
- 6.29.5 In addition, they are concerned regarding the impact of the land take on parking for refuse vehicles and staff cars.
- 6.29.6 A further area of concern is the impact on vehicle travel times that will be brought about by road closures.

Response to Objection

- 6.29.7 Network Rail are able to provide an alternative parking area on the offside of Calder road to the transfer station.
- 6.29.8 The land take can be minimised to ensure that operations at the site are not compromised.
- 6.29.9 Traffic management issues are considered in the traffic and Transport proof of evidence
- 6.29.10 Hence the areas of concern raised by the objector can be managed at a practical level, a property perspective the objector will be able to submit a claim for loss as a result of their temporary and permanent dispossession from the land and this will be subject to compensation provisions with the Draft Order as set out in Section 4 above should they suffer loss or disturbance due to the implementation of the Draft Order. Any such claim will be assessed within the context of the 'compensation code' and if there is no agreement between the objector as claimant and Network Rail there is the ability to refer the matter to independent adjudication at the Upper Tribunal.

6.30 Objection 43 – Cubico UK Ltd

Summary of legal interests in land and rights to be acquired

- 6.30.1 The objector operates a commercial premise at Castlegate Retail Park, a tile sales premises.
- 6.30.2 The rights and basis if the rights are the same as with objection number 16, Dominoes as the units are in the same retail park.
- 6.30.3 A summary of the legal interests and the rights sought in the Draft Order are set out in the schedule of plot information attached hereto as appendix NB01.

Summary of Objection

- 6.30.4 A late objection was lodged on behalf of the objector expressing concern at the lack of prior negotiation and consultation.

Response to Objection

- 6.30.5 From a property perspective from a property perspective the objector will be able to submit a claim for loss as a result of Network Rails use of the land and this will be subject to compensation provisions with the Draft Order as set out in Section 4 above should they suffer loss or disturbance due to the implementation of the Draft Order. Any such claim will be assessed within the context of the 'compensation code' and if there is no agreement between the objector as claimant and Network Rail there is the ability to refer the matter to independent adjudication at the Upper Tribunal.

6.31 Objection 44 – Mrs D Newton

Summary of legal interests in land and rights to be acquired

- 6.31.1 Owns a house and outbuildings that is close to the Scheme, the house and is not required for the Scheme but the current access to the property will be closed as part of the Works.
- 6.31.2 A summary of the legal interests and the rights sought in the Draft Order are set out in the schedule of plot information attached hereto as appendix NB01.

Summary of Objection

- 6.31.3 A late objection was lodged by the objector expressing concerns about the impact of the covid 19 pandemic, compensation issues and access to the house.

Response to Objection

6.31.4 I express no comment on the pandemic but note that access to the house will be maintained via a different access route.

6.31.5 From a property perspective from a property perspective the objector will be able to submit a claim for loss as a result of the implementation of the Scheme and this will be subject to compensation provisions with the Draft Order as set out in Section 4 above should they suffer loss or disturbance due to the implementation of the Draft Order. Any such claim will be assessed within the context of the 'compensation code' and if there into agreement between the objector as claimant and Network Rail there is the ability to refer the matter to independent adjudication at the Upper Tribunal.

7. CONCLUSIONS

- 7.1.1 The Draft Order has been made in accordance with the relevant guidance.
- 7.1.2 There are 753 legal entities with an affected property interest, some 47 objections were received, a number of objectors do not have property interests or have no property related issues. Agreements with a number of objectors have been reached and their objections have been withdrawn and negotiations continue with other objectors.
- 7.1.3 Of the remaining objectors I am satisfied that Network Rail have sought to minimise the impact of the scheme upon the objectors and that compensation provisions within the Draft Order will ensure that the objectors are fully recompensed as far as is possible with money to offset the impact of the Scheme.

8. WITNESS DECLARATION

8.1 Statement of declaration

8.1.1 I hereby declare as follows:

8.1.2 This proof of evidence includes all facts which I regard as being relevant to the professional opinion which I have expressed, and I have drawn the inquiry's attention to any matter which would affect the validity of that opinion.

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

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

Signature & Date



Nigel Billingsley

30th September 2021