

THE NETWORK RAIL (HUDDERSFIELD TO WESTTOWN (DEWSBURY) IMPROVEMENTS)
ORDER 2021 ("the Order")

PROOF OF EVIDENCE OF RICHARD MCINTOSH FARR
ON BEHALF OF NATIONAL CHILDREN'S CENTRE LIMITED

I, RICHARD MCINTOSH FARR, of Sanderson Weatherall, Central Square South, Orchard Street, Newcastle upon Tyne, NE1 3AZ will say as follows:

1. Introduction

- 1.1. I am Richard McIntosh Farr, a Fellow of the Royal Institution of Chartered Surveyors. I appear this morning as representative of the National Children's Centre trading as Yorkshire Children's Centre, the owner occupier of Brian Jackson House, New North Parade, Huddersfield.
- 1.2. I appear before the Inquiry as a representative of the Objector not as an expert witness.
- 1.3. I am joined by Mark Farmer, Chief Executive of Yorkshire Children's Centre. Mr Farmer appears before the Inquiry as a witness of fact and is here to assist in demonstrating and describing to the Inquiry the impact of the scheme on Brian Jackson House and its occupation.
- 1.4. The Objector understands the purpose of the Inquiry and in particular that it is not the vehicle for determination of financial compensation arising from the use of powers of compulsory acquisition.

2. Background

- 2.1 Yorkshire Children's Centre commenced occupation of Brian Jackson House in 1986 and bought the freehold in the mid-1990s.
- 2.2 Yorkshire Children's Centre occupies a single floor and the remaining 4 floors are occupied by either tenants or licensees.

3. Brian Jackson House – Description

- 3.1 Brian Jackson House is a 5-storey stone built detached office block dating from the mid-1800s. It is a Grade II listed building.
- 3.2 The primary access for pedestrians is from New North Parade across a pedestrian only courtyard to the main entrance at level 3.

- 3.3 There is no vehicular access Brian Jackson House from New North Parade.
- 3.4 Vehicular access to the building is available from Fitzwilliam Street across the commercial carpark owned by HD1 Developments Ltd (Plots 3-074, 3-111, 3-091, 3-091a, 3-091b, 3-091c,) under the former wagon lift structure on the north east corner of the St George's Warehouse and across the land lying between St George's Warehouse and the railway track.
- 3.5 Access from the rear door is to the ground floor level of Brian Jackson House, (Plot 3-093) the access is used for loading and staff of Yorkshire Children Centre and deliveries only for the tenants.
- 3.6 Adjacent to the rear entrance is an area used for the storage and refuse bins.
- 3.7 As the rear entrance is used by commercial vehicles for deliveries, loading and removal of refuse a turning circle exists to facilitate the manoeuvre of commercial vehicles.
- 3.8 An area of land running parallel to the railway extending from the north elevation of Brian Johnson House comprising part of Plot 3-093 and 3-091 is used by The Children Centre for the purpose of parking vehicles. The area has capacity for approximately 18 cars.
- 3.9 A storage compound is located at the south end of Brian Jackson House. The area contains a terrace of storage units used by Yorkshire Children's Centre for the storage of chattels. The only access to this area is from Brian Jackson House. Commercial vehicles deliver to the south entrance, the chattels are carried through Brian Jackson House and placed in the storage units.
- 3.10 The north entrance to Brian Jackson House is a designated emergency exit onto Plot 3-093. The south exit discharges into an area from which there is no escape other than onto a live railway.
- 3.11 Accompanying my proof is a proof of evidence by Mark Farmer, the Chief Executive of Yorkshire Children's Centre. In his proof, Mr. Farmer explains the Children Centre's use of the access from Fitzwilliam Street and the area of parking forming part of plot 3-03 and 3-091.

4 Schedule of Plots over which Yorkshire Children's Centre have an interest

- 4.1 Set out in Appendix 1 are those plots in respect of which the Order records that the Children's Centre has an interest.
- 4.2 Given the rights set out in Mr. Farmer's proof and the duration of the exercise of those rights, the Children Centre considers it has prescriptive rights over to access by virtue of twenty years long user and adverse possession of the parking area through more than twelve years adverse possession. Those rights should be recorded in the Order/book of reference.
- 4.3 As a matter of record the following rights have been omitted from the book of reference and should be added:

- 4.3.1 Plots 3-074, 3-111, 3-091, 3-09a, 3-091b, 3-091c. The existence of prescriptive rights of access in favour of Yorkshire Children's Centre for the passage of vehicles and pedestrians. Such rights are not recorded in the book of reference
- 4.3.2 Plot 3-093 and 3-091. The Children's Centre's adverse possession of the parking area on part of Plot 3-093 and 3-091. Such rights are not recorded in the book of reference.
- 4.3.3 There is an inconsistency between the legal boundary as defined in the book of reference and the boundary marked on site for the purpose of the joint site visit on 16 September 2021.

5 Grounds for Objection

- 5.1 The Objector supports the aims of the scheme but believes as a consequence of a combination of a lack of engagement by Network Rail with affected parties and an unusually rapid timetable for the promotion of the order, critical detail has not been reviewed or refined and the impact of the order on existing structures and the operation of adjacent businesses is not fully understood or mitigated.
- 5.2 In the case of the Objector, discussions have taken place with Network Rail however, agreement has not been reached and no contractual arrangement has been agreed between the parties.
- 5.3 It is acknowledged that the land delivered by the order is needed for social, economic and environmental change and will unlock large scale development. The lack of interaction with the Children Centre however results in a failure to mitigate the impacts of the scheme on Brian Jackson House and the Children Centre's continued occupation of it.
- 5.4 As drafted the Order will have the following detrimental effects on Brian Jackson House and the Children Centre's occupation of it.
 - 5.4.1 All access to the rear entrance of Brian Jackson House for a period of 3 to 5 years will be lost. This will severely impact on the use of the building and its occupants. The lower floors currently used for storage and events will be sterilised resulting in loss of amenity to the local community.
 - 5.4.2 The failure to put in place arrangements for the future repair and maintenance of Brian Jackson House places in jeopardy the physical upkeep of a listed building.
 - 5.4.3 The loss of the permanent car parking undermines the viability of the building and its continued use by the Children Centre and any other occupiers. It may be argued that this can be addressed by financial compensation however loss of viability will result in uncertainty as to future use and maintenance of a prominent building key to the regeneration of the town centre.
- 5.5 For these reasons, the Inspector is asked to recommend the following variations to the Order.

6 Variation to the Order for the Purpose of Ensuring Continued Beneficial Occupation of Brian Jackson House by the Objector and Their Tenants

6.1 Access to the rear entrance of Brian Jackson House during occupation by Network Rail.

- 6.1.1 Network Rail shall permit permanent and constant access for vehicles to cross the commercial carpark designated for use as a contractor's compound (Plot Plots 3-074, 3-111) during the period of construction and the land to the east side of St George's Warehouse (Plot 3-091, 3-091a, 3-091b, 3-091c) to access the rear entrance of Brian Jackson House for the purpose of delivery and collection of refuse. A turning circle adequate for any HGV which can pass beneath the wagon lift situated within Plot 3-093 & 3-091 shall be maintained. In addition Network Rail shall provide a minimum of 18 carparking equivalent to those lost or modify the scheme to maintain the existing carparking spaces.
- 6.1.2 Network Rail shall construct a bin store on the land adjacent to the rear entrance of Brian Jackson House for the purpose of the storage refuse bins associated with the occupant of Brian Jackson House. Network Rail shall permit access across the construction compound (Plots 3-074, 3-111, 3-091, 3-091a, 3-091b, 3-091c) for the refuse vehicles.
- 6.1.3 Network Rail shall maintain access to the rear entrance of Brian Jackson House for emergency vehicles at all time and permit the rear entrance of Brian Jackson House opening onto plot 3-093 to be used as an emergency exit.

6.2 Access Rights to the Rear of Brian Jackson House Post Construction

- 6.2.1 Network Rail shall ensure that a permanent right of access or their land between the adopted highway and the rear entrance of Brian Jackson House shall be granted when returning the interests in the land to Yorkshire Children Centre. A turning circle adequate for any HGV which can pass beneath the wagon lift situated within Plots 3-093 and 3-091 shall be included in such rights. In addition Network Rail shall provide a minimum of 18 carparking equivalent to those lost in perpetuity or modify the scheme to maintain the existing carparking spaces.

6.3 Access Rights Over Network Rail Land During and Post Construction

- 6.3.1 Network Rail shall provide access upon reasonable notice to all land and structures in their ownership or control laying adjacent Brian Jackson House to facilitate the maintenance, repair and renewal of any part of Brian Jackson House. Network Rail shall not levy any charge for granting such access or project management arising there from.

6.4 Access for the Replacement of Windows and Other Maintenance and Repair Works to Brian Jackson House During the Construction of the Scheme

- 6.4.1 Yorkshire Children's Centre are planning a programme of window replacement and maintenance to the façade in respect of the elevation(s) of Brian Jackson House facing the scheme. Following agreement between the parties of the

window design in accordance with the restrictive covenant Network Rail shall permit Yorkshire Children's Centre and its contractors to access the site and shared temporary access structures.

7 Regeneration of St George's Quarter

- 7.1 Network Rail shall not object to the installation of an access shaft and its subsequent use by the public between the station platform level and the courtyard (Plots 3-91 and Plot 3-070). Network Rail shall provide access for the public from the station to the base of the proposed access shaft. Network Rail shall not object to public access from either an underpass or a bridge feeding into the land to the east of St George's Warehouse and north of Brian Jackson House (Plot 3-093 and 3-091).
- 7.2 Network Rail shall not object to any Planning Application in respect of the development of the extension of Brian Jackson House on the land to the south end.

8 Restrictive Covenant

- 8.1 Yorkshire Children's Centre shall enter into a restrictive covenant with Network Rail in the form and on the terms acceptable to both parties applicable to those elevation(s) of Brian Jackson House facing the scheme as follows:
- 8.1.1 A restriction on the type of material used for any future window replacement (i.e. non-conductive materials).
- 8.1.2 A restriction on the type of window opening on any future replacement of the windows (e.g. a restriction on the distance of the window opening).
- 8.1.3 A restriction on the type of material used on the outside façade or external areas of the elevations of Brian Jackson House facing the scheme.

Signed



Richard M Farr

Dated ...05 October 2021.....

APPENDIX 1 - PLOT SCHEDULE

No. on Plan	Extent and Description of Land or Property	Freehold Owner or Reputed Freehold Owner	Lessee or Reputed Lessee	Tenants or Occupiers	Remarks and/or Special Category Land
3-057	1,667 m ² building, multistorey carpark, hardstanding, footpath and verge (Huddersfield Bus Station, Huddersfield).	Council of the Borough of Kirklees (unknown in respect of mines and minerals)	Abdul Jabbar in respect of part, National Children's Centre Ltd (t/a Yorkshire Children's Centre) in respect of part.	Council of the Borough of Kirklees, Abdul Jabbar (in respect of part), National Children's Centre Ltd (t/a Yorkshire Children's Centre in respect of part), West Yorkshire Combined Authority (t/a Metro in respect of the bus).	Yorkshire Children's Centre no longer have an interest in this plot. The lease of the retail property has expired.
3-070	1,017 m ² hardstanding and commercial building (St George's Quarter, New North Parade Huddersfield).	HD1 Developments Ltd		HD1 Developments Ltd, Network Rail Infrastructure Ltd (in respect of rights reserved by Deed of Agreement dated 5 October 1971), Yorkshire Children's Centre in respect of prescriptive rights of pedestrians.	
3-078	445 m ² commercial yarding and grass land (Brian Jacksons House to New North Parade, Huddersfield)	National Children's Centre Ltd (t/a Yorkshire Children's Centre), Network Rail Infrastructure Ltd (in respect of mines and minerals)		National Children's Centre Ltd (t/a Yorkshire Children's Centre), Network Rail Infrastructure Ltd (in respect of rights reserved by Deed of Agreement dated 5 October 1971) a Demarcation Agreement dated 14 February 1995 and a conveyance dated 17 February 1995).	Listed building Grade II.
3-079	25 m ² electrical substation (New North Road, Huddersfield)	National Children's Centre Ltd (t/a Yorkshire Children's Centre), Network Rail Infrastructure Ltd (in respect of	Northern Powergrid (Yorkshire) Plc	Northern Powergrid (Yorkshire) Plc, Network Rail Infrastructure Ltd (in respect of rights reserved by Deed of Agreement dated 5 October 1971) a Demarcation Agreement dated 14 February 1995 and a conveyance dated 17 February 1995).	

No. on Plan	Extent and Description of Land or Property	Freehold Owner or Reputed Freehold Owner	Lessee or Reputed Lessee	Tenants or Occupiers	Remarks and/or Special Category Land
		mines and minerals)			
3-084	641 m ² commercial building (Yorkshire Children's Centre, Brian Jackson House, 2 New North Parade, Huddersfield)	National Children's Centre Ltd (t/a Yorkshire Children's Centre), Network Rail Infrastructure Ltd in respect of mines and minerals	Council of the Borough of Kirklees	National Children's Centre Ltd (t/a Yorkshire Children's Centre), Network Rail Infrastructure Ltd (in respect of rights reserved by Deed of Agreement dated 5 October 1971) a Demarcation Agreement dated 14 February 1995 and a conveyance dated 17 February 1995).	
3-090	6 m ² hedgerow (National Children's Centre, Huddersfield)	National Children's Centre Ltd (t/a Yorkshire Children's Centre), Network Rail Infrastructure Ltd in respect of mines and minerals		National Children's Centre Ltd (t/a Yorkshire Children's Centre), Network Rail Infrastructure Ltd (in respect of rights reserved by Deed of Agreement dated 5 October 1971) a Demarcation Agreement dated 14 February 1995 and a conveyance dated 17 February 1995).	
3-091	987 m ² access road and hardstanding (St George's Quarter, New North Parade Huddersfield).	HD1 Developments Ltd		HD1 Developments Ltd, Network Rail Infrastructure Ltd (in respect of rights reserved by Deed of Agreement dated 5 October 1971), Yorkshire Children's Centre in respect of prescriptive rights of easement for vehicles and pedestrians.	
3-091a	170 m ² goods lift, access road and hardstanding (St	HD1 Developments Ltd		HD1 Developments Ltd, Network Rail Infrastructure Ltd (in respect of rights reserved by Deed of	

No. on Plan	Extent and Description of Land or Property	Freehold Owner or Reputed Freehold Owner	Lessee or Reputed Lessee	Tenants or Occupiers	Remarks and/or Special Category Land
	George's Quarter, New North Parade, Huddersfield)			Agreement dated 5 October 1971), Yorkshire Children's Centre in respect of prescriptive rights of pedestrians and vehicles.	
3-091b	104 m ² hardstanding (forming (St George's Quarter, New North Parade, Huddersfield)	HD1 Developments Ltd		HD1 Developments Ltd, Network Rail Infrastructure Ltd (in respect of rights reserved by Deed of Agreement dated 5 October 1971), Yorkshire Children's Centre in respect of prescriptive rights of pedestrians and vehicles.	
3-091c	109 m ² hardstanding (forming St George's Quarter, New North Parade, Huddersfield)	HD1 Developments Ltd		HD1 Developments Ltd, Network Rail Infrastructure Ltd (in respect of rights reserved by Deed of Agreement dated 5 October 1971), Yorkshire Children's Centre in respect of prescriptive rights of pedestrians and vehicles.	
3-093	9,843 m ² railway, works and land (Huddersfield to Dewsbury Line) to the south of Fitzwilliam Street, Huddersfield.	Network Rail Infrastructure Ltd		<p>Yorkshire Children's Centre have adverse possession in respect of that area of the plot running parallel to the railway line at the north end of Brian Jackson House in a rectangle extending to 18 carparking spaces.</p> <p>Yorkshire Children's Centre have a permanent right of access for pedestrians and vehicles to enter the rear of Brian Jackson House.</p>	The reference plan is incorrect as it incorrectly identifies the legal boundaries between Plots 3-093, Plot 3-091 and Plot 3-084.