

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

REBUTTAL PROOF
RELATING TO PROOFS OF EVIDENCE
NATIONAL CHILDREN’S CENTRE LIMITED (OBJ/14), HD1
DEVELOPMENTS LTD (OBJ/23), TAURUS INVESTMENTS
LIMITED (OBJ/34) AND THE CANAL & RIVER TRUST
(OBJ/35)

Nigel Billingsley – Property

Document Reference	NR/PoE/REB/NB/05
Author	Network Rail
Date	19 October 2021

The Network Rail (Huddersfield to Westtown (Dewsbury) Improvements) Order 19 October 2021

NR/PoE/REB/NB/05 Property Rebuttal

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1. INTRODUCTION

1.1 Introduction

1.1.1 The following are my responses with regard to Property related issues raised in the Proofs of Evidence of the following:

- Mark Farmer on behalf of National Children's Centre Limited
- Richard McIntosh Farr on behalf of National Children's Centre Limited
- Sean McGinley on behalf of Canal & River Trust
- Michael Bottomley on behalf of HD1 Developments Limited
- John Sayer on behalf of Taurus Investments Limited

2. NETWORK RAIL'S REBUTTAL OF OBJECTOR'S EVIDENCE

2.1 National Children's Centre Limited

Introduction

- 2.1.1 The following are my responses to the Proof of Evidence of Mark Farmer and Richard McIntosh Farr on behalf of National Children's Centre Limited (NCC).
- 2.1.2 In his proof of evidence Mr Farmer indicates that NCC have acquired rights of access to the rear of the NCC building from Fitzwilliam Street and has acquired land owned by Network Rail by adverse possession by reason of having used that land for parking for 12 years.
- 2.1.3 In his proof of evidence Mr Farr suggests changes to the Draft Order and I consider these below.
- 2.1.4 The matters covered in this rebuttal are as follows:
- Consideration of alleged right of access
 - Consideration of alleged parking rights
 - Consideration of proposed changes to the Order

Access to rear entrance of Brian Jackson House

- 2.1.5 In paragraphs 4 and 5 of his Proof of evidence Mr Farmer outlines his view that NCC have enjoyed full uninterrupted access to and from the property and have therefore acquired a right of access by long user.
- 2.1.6 Mr Farmer refers to the NCC's access to the property being without objection, force or secrecy since 1985. Mr Farmer does not, however, refer to the Licence granted by Railtrack Plc to the Nationwide Children's Centre in April 1996 by which Railtrack Plc permitted the Children's Centre, as licensee, to enjoy the 'privileges' specified in the Schedule to the Licence i.e. the right to gain access and egress between the points marked A-B and C-D on the Licence plan in common with Railtrack and other specified users. I The route in the licence is approximately that shown on the plan appended to Mr Farmers Proof of evidence. I append a copy of this licence to my rebuttal proof as NB04. The Licence is terminable on 3 months' notice. It is shown as being still in place on Network Rail's internal systems.
- 2.1.7 I also note that a licence dated 9th April 1996 is referred to in the Title Document for the conveyance to HD1 Developments dated 22nd September 1998 and I assume that this is the licence referred to in 2.1.6 above as there are no other licences of a similar date. If the right of access were being

enjoyed pursuant to the terms of a licence, it is my understanding that would mitigate against any claim for a prescriptive easement: that is - it cannot satisfy the test that requires access to have been taken without permission which must be demonstrated to demonstrate a successful claim for a prescriptive easement. I append a copy of this title document to my rebuttal proof as NB05.

- 2.1.8 In paragraph 5 of his proof of evidence Mr Farmer states that it is his understanding that NCC have established rights of access through 20 years of long user. I am not aware of any claim for such an easement having been made to HM Land Registry and no such rights are recorded on the relevant titles. Further, I do not consider that sufficient information has been provided in Mr Farmer's evidence or otherwise to demonstrate a claim for establishing a prescriptive right could be substantiated, in particular, by reference to the matters discussed above. . .

Parking on Network Rail land to the rear of Brian Jackson House

- 2.1.9 In paragraphs 5 and 6 of his Proof of evidence Mr Farmer outlines his view that NCC have established "adverse possession" of the green land which is used for parking. I understand him to mean that NCC have sufficient evidence to demonstrate adverse possession, in such circumstances NCC would be able to seek to be registered as the owners of the green land which is currently within the ownership of Network Rail by making an application to HM Land Registry
- 2.1.10 To establish ownership by adverse possession, NCC would need to lodge a formal application to the Land Registry which would need to include sufficient evidence to demonstrate that they had established adverse possession for the relevant period. As part of the process of registration an opportunity to object to the registration of the title by third parties. In this case there is no evidence that NCC has sought to register title of the 'green land'. If such an application were made by NCC, Network Rail would object to the registration of title. However as no such application has been made and the opportunity to object to such has not been afforded it is clear that NCC do not currently have a title to the green land.
- 2.1.11 There is a body of case law and legislation which forms the framework under which a decision regarding the grant of title due to adverse possession is made. The making of such a claim is complex and requires the submission of substantive evidence which can be objected to and which can be tested in the relevant tribunal or court. As I have set out above, I am not aware of any such application having been made by the NCC and, in my view, Mr Farmer has not submitted sufficient information in his proof to demonstrate that NCC

would be successful in an application to register title on Network Rail's 'green land'. I understand that this will be addressed by legal submissions during the inquiry if necessary to do so, but I would highlight that NCC must have been in factual possession of the green land. This means that NCC must have been in physical control of the green land and acting as the owner in relation to matters affecting it. For example, fencing of previously open ground would be strong evidence of this, however the land was not fenced and there is no evidence that acted as owner. Their only suggestion is that they used the land for parking, however it isn't clear that NCC used the land or whether it was used on an ad hoc basis by those attending the property who used the car parking as private individuals. For example I did not notice parking permits on vehicles when I inspected the site. NCC must show that they had the necessary intention to possess the Green Land, no evidence is shown to support that they did this and again my comments above indicate that they did not and have not shown a real intention to possess the land.

2.1.12 I also note that NCC are not the registered owner of the objectors interest, in his evidence Mr Farmer states he is acting for the National Children's Centre, the registered owner is the Nationwide Children's Centre a company that was dissolved by voluntary strike off in August 2021.

2.1.13 As noted above NCC have not applied to register title to the Land Registry, had they done so it would have been vigorously defended by Network Rail.

Consideration of the Book of Reference

2.1.14 NCC's alleged rights of access and parking are therefore not in the book of reference because they are not established, as discussed above.

Consideration of proposed amendments to the Draft Order

2.1.15 In his proof of evidence Mr Farr suggests changes to the Draft Order and I explain why they are not supported by Network Rail by reference to each paragraph of his proof below.

2.1.16 Mr Farr states –

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.

- 2.1.17 In respect of access for vehicles and refuse collection during construction, this is addressed in the Proof of Evidence of Mike Pedley. Network Rail are not able to provide alternative car parking spaces, and, as discussed above, there is no right to the existing spaces. If (contrary to my evidence) a right can be shown to exist, then the matter would be dealt with by compensation subject to NCC showing a loss. There is substantial available car parking in Huddersfield Town centre that users of the NCC building can use.

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.

- 2.1.18 Network Rail would not seek to build refuse bin stores as none are currently present and there are no rights to keep bins on Network Rail land.

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.

- 2.1.19 Network Rail will permit the use of an emergency exit from the building. Access for emergency vehicles is discussed in Mike Pedley's Proof of Evidence.

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.

- 2.1.20 As noted above there are no existing rights and Network Rail do not have sufficient land to offer an area of land to NCC after construction has been completed. It is not the purpose of the Draft Order to enhance the position of NCC.

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.

- 2.1.21 Network Rail are not able to grant a wide right of access onto the railway. Many adjacent landowners seek access to railway land for the purpose of undertaking works and Network Rail have a procedure for dealing with such requests. NCC will be able to avail themselves of this approach after construction is completed

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 5 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.

- 2.1.22 As noted in 2.4.11 in the event that NCC wish to access Network Rail land there are established procedures for them to seek access. However the Scheme design would provide for sufficient space for refuse vehicle access and egress.

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).

- 2.1.23 Network Rail would need to see a scheme of works and program of works prior to being able to comment upon any scheme and they cannot be bound to not to object in the absence of knowing what the proposal is and what impact it may have. Again there is a well-established process dealing with proposals that affect the railway estate.

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.

- 2.1.24 Network Rail would need to see a planning application prior to being able to comment upon any scheme. Network Rail cannot accept being bound to not to object in the absence of knowing what the proposal is and what impact it may have. Again there is a well-established process dealing with planning applications that affect the railway estate.

2.1.25 In summary Network Rail do not accept the proposed amendments to the Draft Order for the reasons set out above.

2.2 Canal & River Trust

Introduction

2.2.1 The following are my responses to the Proof of Evidence of Sean McGinley on behalf of Canal & River Trust (“the Trust”).

2.2.2 The matters covered in this rebuttal are as follows:

- The use of protective provisions rather than the Trust’s Code of Practice (COP).

The use of the Canal & River Trust’s code of practice

2.2.3 In section 3.1 of his proof of evidence Mr McGinley sets out circumstances where Network Rail have agreed to work with the Trust using their COP in the past. In particular a schedule of previous works where Network Rail have used the COP is also included in the proof as appendix 3.3

2.2.4 I have reviewed the schedule of works and I have considered this with Network Rail staff. With the exception of the Ordsall Chord project the works listed do not fall within the scope of a Transport and Works Act Order (TWAo) or other statutory order.

2.2.5 In the case of works falling outside the provisions of a TWAo the Trust do not have the benefit of protective provisions, as they do in the case of the Draft Order. In such circumstances, Network Rail consider it to be reasonable to agree to the COP if they are to undertake works on the Trust’s estate.

2.2.6 In addition the works on the Trust’s schedule appear to be standalone works, mainly to bridge structures. By contrast, the Draft Order envisages many works that are interlinked and delays in one part of the Scheme may have an undue impact on the wider project delivery.

2.2.7 If the COP were to be adopted by Network Rail, then the delivery of the Huddersfield to Westtown project could be frustrated by the Trust, it is important that a scheme of this scale the full remit of powers are available to Network Rail to enable the scheduled works comprised in the project to be delivered by Network Rail in accordance with the terms of the Order and the deemed planning permission, without the need for prior consent being obtained from a third party.

2.2.8 I have commented in my main proof of evidence that the use of the COP in the Ordsall Chord scheme was problematic for the delivery of that Scheme.

- 2.2.9 The Draft Order includes protective provisions for the Trust, and these will ensure that the Trust are adequately protected whilst ensuring that Network Rail can deliver the Scheme works in an efficient and timely manner.

2.3 HD1 Developments Limited

Introduction

2.3.1 The following are my responses to the Proof of Evidence of Michael Bottomley on behalf of HD1 Developments Limited (HD1).

2.3.2 The matters covered in this rebuttal are as follows:

- Impact of the implementation of the Draft Order on the potential development and marketability of the HD1 land and property.

Impact of the Scheme on redevelopment

2.3.3 In paragraph 4.07 of his proof of evidence Mr Bottomley states

“Permissions to convert the building to provide office accommodation and 70 no. apartments (LPA references 2006/62/92141/W1 and 2006/65/91265/W1 respectively) was granted in July 2006. Walton and Company Planning Solicitors, acting for HD1 Developments Limited, have advised that these permissions remain extant.”

2.3.4 No evidence to support the contention that a planning permission for redevelopment is extant has been submitted. I have attached a copy of the planning permission and a copy of a general layout site plan, two floor plans and a site plan which accompanied the planning application. I have taken these from Kirklees Council website planning portal. I append this information to my proof as NB06.

2.3.5 In paragraph 4.08 of his proof of evidence Mr Bottomley states

“HD1 Developments Limited have indicated that the proposed works will directly impact upon the viability and marketability of the approved conversion and will prevent the construction of the pedestrian stair and lift tower. The station works will also have a significant impact upon the outlook of new office, retail or residential accommodation should the approved scheme, or indeed a future conversion scheme be brought forward.”

2.3.6 No evidence has been presented to demonstrate that the Scheme has an impact on the viability and marketability of the approved conversion. It is noted that a planning permission was granted in 2006 for redevelopment of HD1 land and property. No development has taken place at the site despite the planning permission being some 15 years old. It would have expected that if the development that was the subject of the planning permission was viable then the redevelopment would have been undertaken and least commenced during the 15 year period.

- 2.3.7 The Draft Order includes provisions for compensation and in the event the viability or value of the objectors retained land is affected by the Scheme then the objector will be able to submit a claim for such loss which will be considered in the context of the Compensation Code and in the event that a loss cannot be agreed then the dispute can be referred to the Upper Tribunal (Lands Chamber).

2.4 Taurus Investments Limited

Introduction

- 2.4.1 The following are my responses to the Proof of Evidence of John Sayer on behalf of Taurus Investments Limited (Taurus).
- 2.4.2 The matters covered in this rebuttal are as follows:
- 2.4.3 The request for a deed that includes a number of commitments from Network Rail to Taurus.

Commitments requested

- 2.4.4 In paragraph 3.7 a) to g) of his proof Mr Sayer seeks a number of commitments from Network Rail. I have considered each of these and set out my comments below.
- 2.4.5 In paragraph 3.7 a) Mr Sayer requests that Network Rail confirm their land requirements, Network Rail have done this, however Mr Sayer goes on to request that Network Rail commit not to exercise their powers of compulsory acquisition. Network Rail are unable to commit to this as to do so may jeopardise their ability to deliver the project.
- 2.4.6 In paragraphs 3.7 b) to g) Mr Sayer sets out further requirement sought by Taurus, and I consider each of these below;
- 2.4.7 The request in paragraph b) is to 'Provide six month's written notice before accessing the land to allow the building occupier adequate.'
- 2.4.8 The request in paragraph c) is to 'To ensure the current number of parking spaces remains, as a minimum, at all times during and after completion of the works.'
- 2.4.9 The request in paragraph d) is to 'Ensure that access to and from the building, on foot and with vehicles, is possible at all times. This includes access for heavy goods vehicles'
- 2.4.10 The request in paragraph e) is to 'Consult with Taurus and the building occupier on the timings to undertake pylon works.'
- 2.4.11 The request in paragraph f) is to 'Agree the completed specification for landscaping and surfaces with Taurus and the building occupier, this must be agreed between the parties before occupation of land takes place.'
- 2.4.12 The request in paragraph g) is to 'Network Rail commit to minimising the disruption caused by the of their works and ensure that any damage or works

areas are reinstated to the reasonable satisfaction of Taurus at Network Rail's cost.'

- 2.4.13 Network Rail have offered commitments to Taurus in a letter dated 24th September 2021, I append this letter and the two attachments to my proof as NB07.
- 2.4.14 In summary the commitments offered by Network Rail provide additional protection to the objector whilst ensuring that Network Rail can deliver the project.

3. WITNESS DECLARATION

3.1 Statement of declaration

3.1.1 The named witness hereby declares as follows:

- (i) This proof of evidence includes all facts which I regard as being relevant to the opinions that I have expressed and that the Inquiry's attention has been drawn to any matter which would affect the validity of that opinion.
- (ii) I believe the facts that I have stated in this proof of evidence are true and that the opinions expressed are correct.
- (iii) I understand my duty to the Inquiry to help it with matters within my expertise and I have complied with that duty.

Nigel Billingsley



19 October 2021

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APPENDIX NB04 – ACCESS LICENCE

LICENCE

DATE : 19th April 1996.

LICENSOR : RAILTRACK PLC ("the Company")

LICENSEE : **NATIONWIDE CHILDRENS CENTRE LIMITED**
of **The Brian Jackson Centre, New North Parade, Huddersfield, West Yorkshire**

PRIVILEGES : the right to gain access to and egress from the National Childrens Centre between the points marked A-B and C-D

LOCATION OF PRIVILEGES : As shown on the attached Plan No. 2874 at Huddersfield

LICENCE COMMENCEMENT DATE : **First day of April one thousand nine hundred and ninety six**

LICENCE FEE (subject to payment of value added tax) : **a peppercorn per annum (if demanded)**

THE SURVEYOR : the Company's Surveyor, currently of Hudson House, Toft Green, York YO1 1HP

PERIOD OF NOTICE : **3 months**

INTEREST RATE : **4% above the base lending rate of the Midland Bank PLC.**

COSTS CONTRIBUTION : **sixty pounds (£60)**

Licence

1. The Company permit the Licensee to enjoy the Privileges from and including the Licence Commencement Date

Payments

2. The Licensee is to pay the Company without deduction:
 - 2.1 value added tax chargeable on any payment made by or taxable supply received by the Licensee under or in connection with this Licence
 - 2.2 the Costs Contribution for the Company's costs of preparation of this Licence plus value added tax chargeable
 - 2.3 the cost of any works which the Company do where the Licensee defaults

Nature of Privileges

3. The Privileges are granted in common with the use of the Location of the Privileges by the Company and all others authorised by the Company or otherwise enjoying rights and :
 - 3.1 it is the Licensee's responsibility to obtain all necessary consents from the Company's tenants and others who may be affected by the exercise of the Privileges
 - 3.2 the benefit of this Licence is personal to the Licensee and is not transferable
 - 3.3 the Company do not warrant that the Privileges are physically or legally capable of being exercised

Licensee's responsibilities

4. The Licensee is:
 - 4.1 to observe all present or future legal requirements regulating the exercise of the Privileges
 - 4.2 to indemnify the Company and their employees from all losses, costs and third party claims or other liability (including for death or personal injury) arising in any way from the grant or existence of this Licence and anything done as a result of its grant or existence
 - 4.3 to release the Company from any such claim or other liability on the part of the Licensee (except where in the case of liability for death or personal injury this would be unlawful)
 - 4.4 at the end of this Licence to remove from the Company's property any works carried out in the exercise of the Privileges and restore the Company's property to a good state and condition to the satisfaction of the Company (failing which the Company may do this and charge the Licensee)

End of Licence

5. This Licence may be ended by the following means:
 - 5.1 the Company or the Licensee giving to the other written notice of not less than the Period of Notice expiring at any time
 - 5.2 the Company giving to the Licensee written notice expiring at any time following failure by the Licensee to comply with any of the terms of this Licence

Notices

6. Any written notice which is under the terms of this Licence to be given to the Company is to be treated as effectively served if and only if sent through the post by recorded delivery service addressed to the Surveyor or as the Company may direct and any written notice which is to be given to the Licensee is to be treated as effectively served if sent through the post by recorded delivery service addressed to the Licensee at his last known place of business or abode in the United Kingdom or at the Licensee's registered office (as applicable)

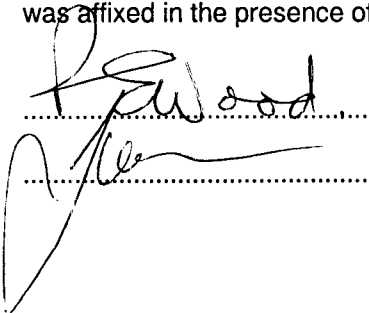
Schedules

7. Where any Schedule of additional terms is attached to this Licence those terms form part of this Licence

THE COMMON SEAL of

NATIONWIDE CHILDRENS CENTRE LIMITED

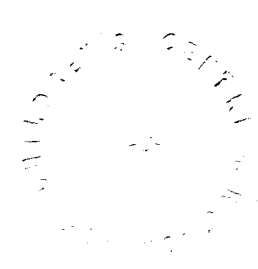
was affixed in the presence of :-


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} Director

} Secretary

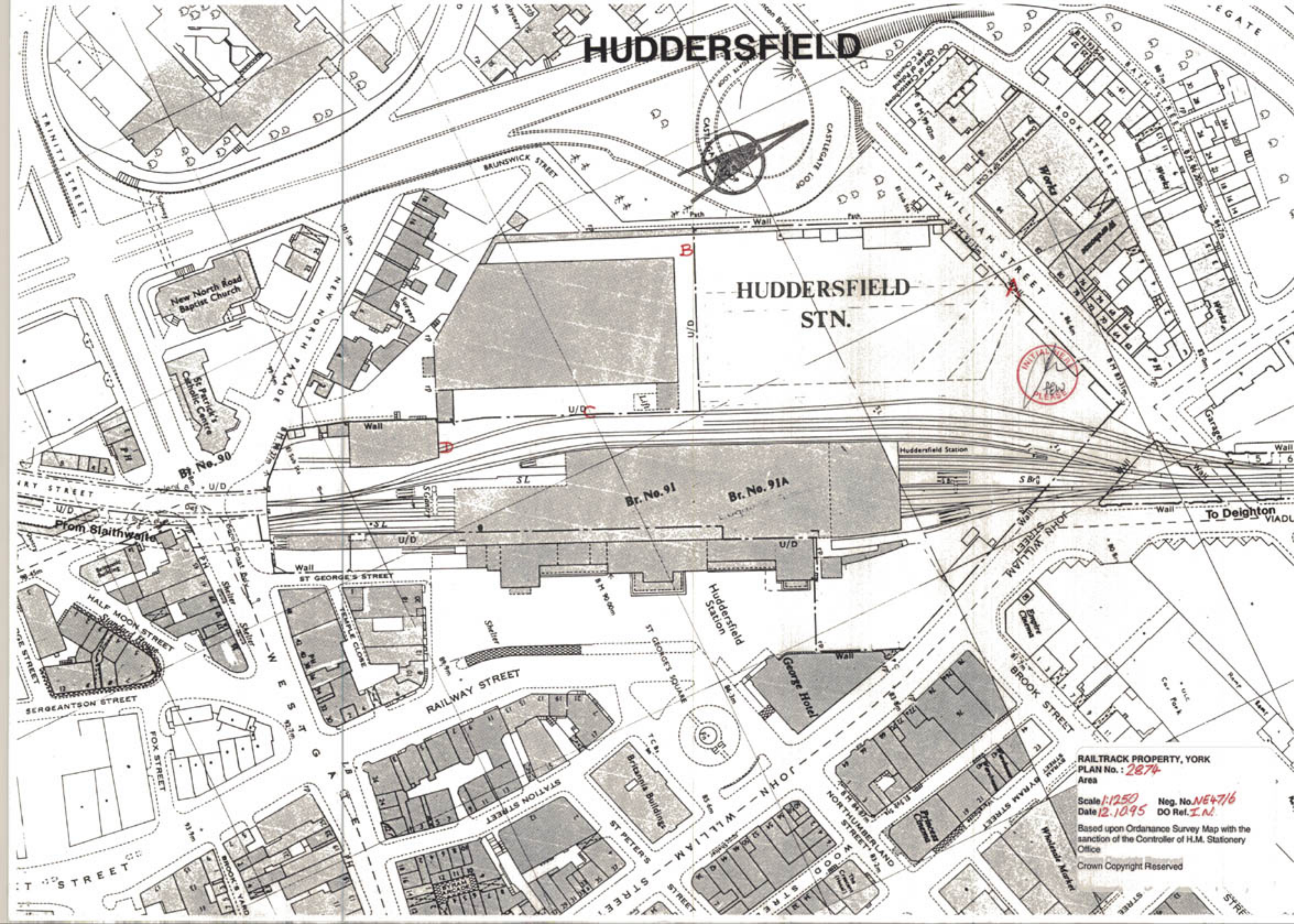


SCHEDULE

- I. The Licensee shall gain access and egress between the points marked A-B and C-D on the plan in common with Railtrack and other authorised users and if so required by Railtrack shall contribute towards the cost of maintenance thereof according to use as shall be certified by the Surveyor whose decision in that respect shall be final.



HUDDERSFIELD



RAILTRACK PROPERTY, YORK
PLAN No. : 2874
Area

Scale 1:1250 Neg. No. NE47/6
Date 12.10.95 DO Ref. I.N.

Based upon Ordnance Survey Map with the
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Office

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13368/0108/000

NOTED ON PLAN

NO. 41647

DT

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APPENDIX NB05 – LAND REGISTRY

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



Official copy of register of title

Title number WYK600244

Edition date 12.11.2008

- This official copy shows the entries on the register of title on 23 OCT 2020 at 16:30:05.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 23 Oct 2020.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Nottingham Office.

A: Property Register

This register describes the land and estate comprised in the title.

WEST YORKSHIRE : KIRKLEES

- 1 (08.01.1997) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Goods Yard, Fitzwilliam Street, Huddersfield (HD1 5BB).

NOTE: The land tinted green on the filed plan is not included in the title.

- 2 (08.01.1997) There are excluded from this registration the mines and minerals excepted by the Conveyance dated 17 December 1996 referred to in the Charges Register.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (22.09.1998) PROPRIETOR: HD1 DEVELOPMENTS LIMITED (Co. Regn. No. 03621082) of St. George's Mill, New North Parade, New North Road, Huddersfield HD1 5JP.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (08.01.1997) A Deed dated 5 October 1971 made between (1) British Railways Board (2) National Carriers Limited and (3) National Freight Corporation relates to rights in respect of any way or watercourse means of support (whether natural or artificial) or any access of light or air or any pipe wire retaining wall or other work.

NOTE: Copy filed.

- 2 (08.01.1997) A Lease of other land adjoining the eastern boundary of

C: Charges Register continued

the land in this title dated 18 April 1996 made between (1) Railtrack Plc and (2) Northern Infrastructure Maintenance Company Limited for a term of 20 years from 1 April 1994 grants rights over the land in this title.

The said Lease contains an option to renew upon the terms therein mentioned.

NOTE: Copy Counterpart Lease filed.

- 3 (08.01.1997) A Conveyance of the land in this title dated 17 December 1996 made between (1) Railtrack Plc and (2) Footstep Limited contains restrictive covenants.

NOTE 1: The matters contained in the Conveyances dated 16 January 1850 and 1 June 1882, the Licence dated 9 April 1996 and the Agreements dated 13 October 1993 and 30 July 1991 referred to in the Second Schedule of the above Conveyance do not necessitate additional entries in the register

NOTE 2: The Lease referred to in the Second Schedule of the above Conveyance is that dated 17 December 1996 referred to above

NOTE 3: Copy filed.

- 4 (08.01.1997) The land is subject to the rights reserved by the Conveyance dated 17 December 1996 referred to above.
- 5 (15.12.2003) REGISTERED CHARGE dated 23 September 2003 affecting also other titles.

NOTE: Charge reference NGL394340.

- 6 (15.12.2003) Proprietor: HABIBSONS BANK LIMITED (Co. Regn. No. 01719649) of 55-56 St. James's Street, London SW1A 1LA.

End of register

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APPENDIX NB06 – PLANNING INFORMATION



Kirklees
METROPOLITAN COUNCIL

Town and Country Planning Act 1990

Town and Country Planning (General Development Procedure) Order 1995

PLANNING PERMISSION FOR DEVELOPMENT

Application Number: 2006/62/92141/W1

To: AUSTIN-SMITH; LORD LLP
(DAVID GEORGE)
4 JORDAN STREET
MANCHESTER
M15 4PY

For: HD1 DEVELOPMENTS

In pursuance of its powers under the above-mentioned Act and Order the KIRKLEES METROPOLITAN COUNCIL (hereinafter called "The Council") as Local Planning Authority hereby permits:-

CONVERSION OF EXISTING REDUNDANT WAREHOUSE TO MIXED USE
DEVELOPMENT OF OFFICES AND 70 APARTMENTS WITH NEW ENTRANCE
LOBBY AND LIFT EXTENSION (LISTED BUILDING WITHIN A CONSERVATION
AREA)

At: ST. GEORGE'S WAREHOUSE, NEW NORTH PARADE, HUDDERSFIELD, HD1
5JP

**In accordance with the plan(s) and applications submitted to the Council on
07 June 2006, subject to the condition(s) specified hereunder:-**

- 1) The development shall be begun not later than the expiration of three years beginning with the date on which permission is granted.
- 2) Prior to construction commencing a schedule of the means of access to the site for construction traffic will be submitted to and approved in writing by the Local Planning Authority. The schedule shall include the point of access for construction traffic, details of the times of use of the access, the routing of construction traffic to and from the site, construction workers parking facilities and the provision, use and retention of adequate wheel washing arrangements within the site. Unless otherwise agreed in writing by the Local Planning Authority all construction

arrangements shall be carried out in accordance with the approved schedule throughout the period of construction.

- 3) Notwithstanding the details shown on the approved plan development shall not commence until a scheme has been submitted to and approved in writing by the Local Planning Authority for the car parking and servicing facilities associated with the development. This shall include the level of parking for both the office and residential use, the layout and management of the car park and servicing facilities together with a schedule of implementation of the works. No part of the development shall be brought into use until the works indicated in the approved schedule have been completed and unless otherwise agreed in writing by the Local Planning Authority shall be retained throughout the life of the development.
- 4) Prior to development commencing a detailed scheme shall be submitted to and approved in writing by the Local Planning Authority of measures to improve and encourage the use of alternative sustainable transport to the private car. These measures shall include the provision of 'live' bus information, provision of subsidised Metro passes, provision of secure covered cycle storage and external cycle parking facilities, together with a timetable of the provision of these facilities in line with the phased period of construction. Unless otherwise agreed in writing by the Local Planning Authority, all of these measures shall be completed in accordance with the approved timetable for phased construction and occupation.
- 5) Prior to development commencing a detailed scheme for the improvement of the site access to Fitzwilliam Street, indicated in principle on plan ref: 206601/002 dated 21 March 2006, shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall include full sections, construction specifications, drainage works, alterations to TRO's, street lighting, white lining, signing, surface and treatment of junction sight lines together with an independent Safety Audit covering the all aspects of the work. Unless otherwise agreed in writing by the Local Planning Authority all of the agreed works shall be completed before any part of the development is first brought into use.
- 6) Prior to development commencing a detailed construction scheme for the proposed internal service roads, footway/footpath connections and car park shall be submitted to and approved in writing by the Local Planning Authority. These details shall include full sections, traffic calming, drainage works, street lighting, white lining, signing, surface finishes and the treatment of junction/forward sight lines, together with an independent Safety Audit covering the all aspects of the work. All of the agreed works shall be completed, or as otherwise agreed in writing by the Local Planning Authority, before any part of the development is brought into operation/dwellings first occupied.
- 7) No development shall take place until a comprehensive scheme for landscaping treatment of the site prepared in accordance with the Local Planning Authority's Code of Practice Note 2 has been submitted to and approved in writing by the Local Planning Authority.
- 8) Any planting, seeding or tree management works forming part of the landscaping scheme referred to in Condition 7 shall be carried out during the first planting, seeding or management season following the commencement of development, or as otherwise may be agreed in writing by the Local Planning Authority, and shall be

maintained for a period of five years from the completion of planting works. All specimens which die within this period shall be replaced.

- 9) Development shall not commence until actual or potential land contamination at the site has been investigated and a Preliminary Risk Assessment (Phase I Desk Study Report) has been submitted to and approved in writing by the Local Planning Authority.
- 10) Where further intrusive investigation is recommended in the Preliminary Risk Assessment approved pursuant to condition 9 development shall not commence until a Phase II Intrusive Site Investigation Report has been submitted to and approved in writing by the Local Planning Authority.
- 11) Where site remediation is recommended in the Phase II Intrusive Site Investigation Report approved pursuant to condition 10 development shall not commence until a Remediation Strategy has been submitted to and approved in writing by the Local Planning Authority. The Remediation Strategy shall include a timetable for the implementation and completion of the approved remediation measures.
- 12) Remediation of the site shall be carried out and completed in accordance with the Remediation Strategy approved pursuant to condition 11. In the event that remediation is unable to proceed in accordance with the approved Remediation Strategy or contamination not previously considered [in either the Preliminary Risk Assessment or the Phase II Intrusive Site Investigation Report] is identified or encountered on site, all works on site (save for site investigation works) shall cease immediately and the Local Planning Authority shall be notified in writing within 2 working days. Unless otherwise agreed in writing with the Local Planning Authority, works shall not recommence until proposed revisions to the Remediation Strategy have been submitted to and approved in writing by the Local Planning Authority. Remediation of the site shall thereafter be carried out in accordance with the approved revised Remediation Strategy.
- 13) Following completion of any measures identified in the approved Remediation Strategy or any approved revised Remediation Strategy a Validation Report shall be submitted to the Local Planning Authority. Unless otherwise agreed in writing with the Local Planning Authority, no part of the site shall be brought into use until such time as the remediation measures for the whole site have been completed in accordance with the approved Remediation Strategy or the approved revised Remediation Strategy and a Validation Report in respect of those remediation measures has been approved in writing by the Local Planning Authority.
- 14) Before development commences a noise report detailing how new residents will be protected from noise from other internal uses and nearby transport routes shall be submitted to and agreed in writing with the Local Planning Authority. The noise report shall include details of any necessary remediation and the remediation shall then be completed prior to any apartment being occupied.

The reasons for the Council's decision to grant permission for the development subject to compliance with the conditions specified are:-

- 1) Pursuant to Section 91 of the Town and Country Planning Act 1990, as amended by the Planning and Compulsory Purchase Order 2004.

- 2/6) In the interests of the free and safe use of the highway and to accord with Policy T10 of the Unitary Development Plan.
- 7/8) In the interests of visual amenity and to accord with Policies BE3 and BE5 of the Unitary Development Plan.
- 9/12) To safeguard the health of any new occupiers and to accord with Policy BE1 of the Unitary Development Plan.
- 13/14) To safeguard the amenities of future occupiers and to accord with Policies EP1 and EP4 of the Unitary Development Plan.

The decision to grant planning permission has been taken having regard to the policies and proposals in the Kirklees Unitary Development Plan set out below, and to all other relevant material considerations:

BE1 - Design principles
BE3 - Preservation of Listed Buildings
BE5 - Preservation/enhancement of conservation areas.
T10 - Highway safety
EP1 - Consequences of development activity
EP4 - Noise sensitive development

Building Regulations Approval is required for most work involving building operations and/or structural alterations. It is the applicant's responsibility to find out if the work permitted by this planning permission needs approval under the Building Regulations, and if necessary to submit an application. If you are not the applicant can you please ensure the applicant is aware of this requirement. Contact Building Control on Telephone: (01484) 221550 for more information.

Dated: 27 July 2006

Signed:



**Jonathan Barrett
Head of Service**

Address to which all communications should be sent:

Planning Services, PO Box B93, Civic Centre, Off Market Street, Huddersfield, HD1 2JR



LISTED BUILDING CONSERVATION IS REQUIRED

Austin • Smith • Lord			
Project		St Georges Quarter Phase 1A	
Description Proposed Site Plan			
Job No.	Drawing No.	Revision	* A.
905274	L1 1203		



 Existing timber boards retained
(any damaged timber boards replaced by new boards to match existing)

REVISED DATE
- 7 JUN 2006
OF RECEIPT

LISTED BUILDING CONSENT
IS REQUIRED

Austin • Smith • Lord

Project	St Georges Quarter Phase 1A
---------	-----------------------------


Description	Level +01 Proposed General Arrangement Plan
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Job No.	Drawing No.
905274	L()254

Revision	*	A	B	C	D	E
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Revision	Description	By	Date	Revision	Description	By	Date	Revision	Description	By	Date
* 17	First Issue	LC	02.03.06								
A	General amendments	DAD	20.03.06								
B	Revision dry riser position, Cafe extract added and general amendments to new north parade entrance	LC	05.04.06								
C	Room and Door Numbers Added	HC	28.04.06								
D	Amendment in line with Design Freeze Meeting	CL	05.05.06								
E	For Planning Application and Listed Building Consent Submission	CL	17.05.06								

Notes
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Drawn	LC	Austin-Smith-Lord LLP
Date	02.03.06	Architects Designers Planners
Checked		Landscape Architects
Date	17.06.06	4 Jordan Street
Scale	1:200 @ A1	Manchester M15 4PY
Status	PLANNING	0161 228 7569
		0161 228 7579

Job No.	Drawing No.
905274	L()254

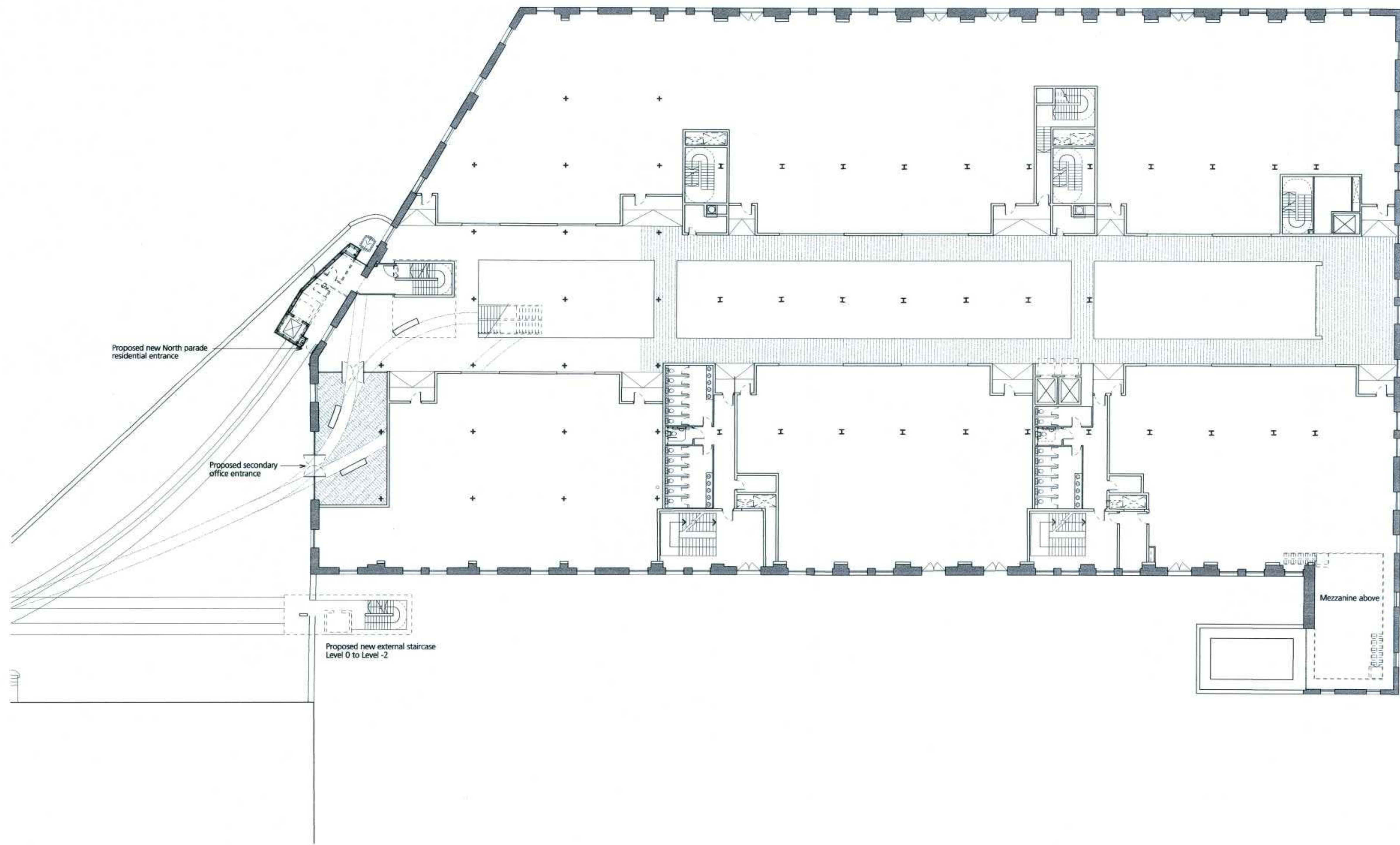


LISTED BY THE CONSENT
OF THE

Revision *

J:\905274 - St Georges Quarter Phase 1A\cadd\plots\Planning\LC-1253_Planning\LC-1253.dwg

Date Plotted 17-MAY-2006 13:46



- Existing timber cobbles retained
(remainder of salvaged timber cobbles reused on Level -01)
- Existing timber boards retained
(any damaged timber boards replaced by new boards to match existing)

Revision	Description	By	Date	Revision	Description	By	Date	Revision	Description	By	Date
A	First Issue	LC	02.03.06								
B	General amendments	DAG	20.03.06								
C	Revision to atrium stair case, dry riser position and new office escape	DAG	19.04.06								
D	Room and Door Numbers Added	HC	28.04.06								
E	Amendment in line with Design Freeze Meeting	CL	05.05.06								
F	For Planning Application and Listed Building Submission	CL	17.05.06								

Notes:
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Drawn: LC
Date: 02.03.06
Checked: DAG
Date: 19.04.06
Scale: 1:200
Status: PLANNING
Austin-Smith Lord LLP
Architects Designers Planners
Landscape Architects
4 Jordan Street
Manchester M13 4PY
10161 228 7569
10161 228 7579

REVISED DATE
- 7 JUN 2006
OF RECEIPT

LISTED BUILDING CONSENT
IS REQUIRED

Austin-Smith Lord
Project: St Georges Quarter Phase 1A
Description: Level 00 Proposed General Arrangement Plan
Job No: 905274
Drawing No: LC 1253
Revision: A B C D E

The Network Rail (Huddersfield to Westtown (Dewsbury) Improvements) Order 19 October 2021

NR/PoE/REB/NB/05 Property Rebuttal

APPENDIX NB07 – LETTER REGARDING TAURUS



John Sayer
CBRE
Henrietta House
Henrietta Place
London
W1G 0NB

Network Rail
6th floor
111 Piccadilly
Manchester
M1 2HY

By email

Our ref:TRU//OBJ34/PROP/DA

24th September 2021

Dear John,

The Network Rail (Huddersfield to Westtown (Dewsbury) Improvements) Order (“the Order”)

Mamas & Papas leasehold interest in the premises to the east of Colne Bridge Road and Taurus’ freehold ownership the premises to the east of Colne Bridge Road as shown verged blue on the attached location plan (“the Property”)

Mamas & Papas Limited (“Mamas & Papas”)

Taurus Investment Limited (“Taurus”)

I write to formalise the discussions held recently concerning the impact of the powers sought in the proposed Order, on Mamas & Papas as leaseholder and Taurus as freeholder of the Property.

The Order includes the land identified on the Deposited Plans submitted with the Order Application as plot numbers 11-018, 11-019, 11-022, 11-024, 11-025, 11-029, 11-031, 11-032, 11-048, which we understand Mamas & Papas have an interest in.

The Order includes the land identified on the Deposited Plans submitted with the Order Application as plot numbers 10-061, 11-005, 11-006, 11-024, 11-002, 11-009, 11-010, 11-012, 11-017 which we understand Taurus have an interest in. The powers sought in the Order over these plots are required for permanent acquisition, a working site compound and associated access for construction including temporary use of land for access.

Network Rail understands Mamas & Papas’ and Taurus’ concerns in relation to the works to be undertaken at the Property and to help manage the interface between the works and the Company’s operations is willing to enter into the following commitments.

In the exercise of the powers in the Order over such part of the Property as falls within the land identified on the Order Plans as plot numbers 11-018, 11-019, 11-022, 11-024, 11-025, 11-029, 11-031, 11-032, 11-048, Network Rail commit to the following measures.

Commitment 1

Network Rail shall provide 3 months' written notice in advance of taking temporary possession of any of the Property identified on the enclosed plan.

Commitment 2

Network Rail shall, as far as is reasonably practicable, undertake the construction of the car parking spaces in accordance with a construction phasing plan which will be shared with Mamas & Papas and Taurus in advance.

Commitment 3

Network Rail shall use reasonable endeavours to construct the replacement car parking spaces in the position indicatively illustrated hatched green on the enclosed plan.

Commitment 4

Network Rail will carry out and produce a photographic schedule of condition on any land temporarily possessed;

- a) prior to taking temporary possession of that land; and
- b) on completion of the authorised works.

Commitment 5

So far as reasonably practicable, in its exercise of the powers conferred by the Order, Network Rail shall not prevent access and egress for Mamas & Papas deliveries during the construction of the Authorised Works, save where the rear yard is temporarily required for crane the assembly and disassembly in the area indicatively hatched purple on the enclosed plan.

Before commencement of the works in the area of land hatched purple, Network Rail shall engage with the Mamas & Papas operations team to understand its operations and shall so far as reasonably practicable take such information into account in the construction phasing plan which aims to ensure the timely, economic and safe delivery of the Authorised Works in the Order.

Commitment 6

Before commencement of the works to the pylon, to be undertaken by National Grid, Network Rail shall confirm the access and egress requirements at the Property to Mamas & Papas and Taurus. Network Rail anticipates a laydown area will be required at the Property as illustrated indicatively on the enclosed plan between point A and B and a working site area around the pylon as illustrated hatched green on the plan.

We hope that these commitments provide the required reassurance in relation to the impact of the Order on the Property.

We would be grateful if you could countersign a copy of this letter to confirm your acceptance of the commitments set out above and confirm the withdrawal of your objection to the Order in consideration of the commitments given and provide a copy of the same to penny.carter@networkrail.co.uk

Yours sincerely,



Penny Carter
Project Manager (Consultation)
Network Rail

penny.carter@networkrail.co.uk

I confirm acceptance of the commitments set out in this letter and withdrawal of the objection.

Mamas & Papas Limited

Signed:

Name:

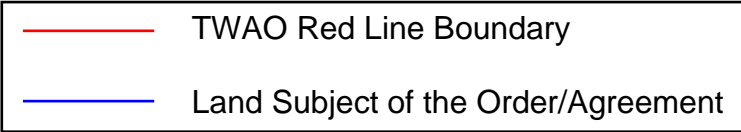
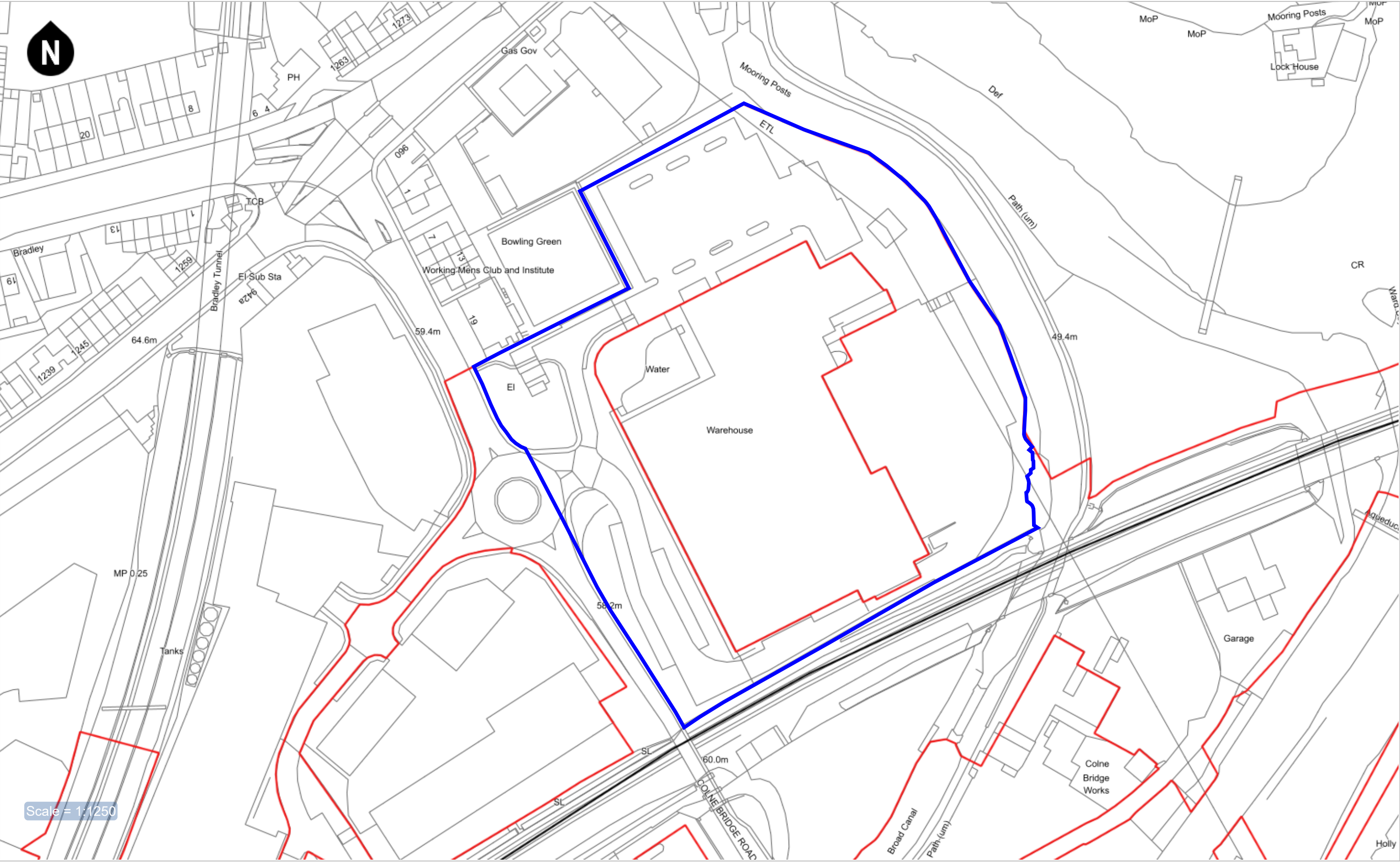
Dated:

Taurus Investments Limited

Signed:

Name:

Dated:



Taurus Inv Ltd. & Mamas & Papas– Proposed Land Take

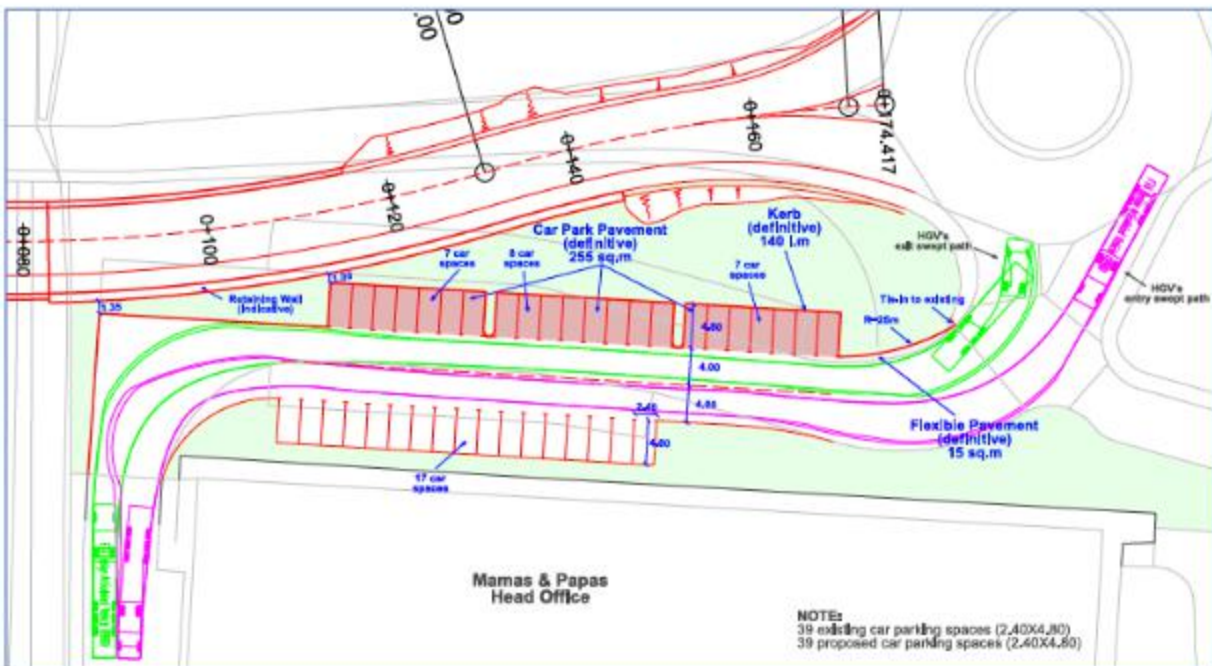


Extract from submitted TWAO Drawing NR13 Planning Drawing - Route Drawing 10



Construction Stage

Re-establish M&P access and car park



Construction Stage M&P access and site compound access layout construction Phase 1

