

INQ/3A  
3 December 2021

NETWORK RAIL INFRASTRUCTURE LIMITED

THE NETWORK RAIL (HUDDERSFIELD TO WESTTOWN (DEWSBURY) IMPROVEMENTS) ORDER (“THE ORDER”)

Network Rail Inquiry Document

Status of Objectors affected by the Order Compulsory Acquisition Powers – UPDATED 3 DECEMBER 2021

Obj no.	Objector	Appeared at Public Inquiry (PI) Yes/No	Submitted Statement of Case (SoC)	Submitted Proof of Evidence (PoE)	Current Status
OBJ/01	Lawton Yarns Ltd & P41 Ltd	No	No	No	Commitments letter issued by NR to the objector on 22/9/21 and re-issued by NR to the Objector on 15/11/21 – <b>SEE APPENDIX 1.</b>
<b>OBJ/04</b>	<b><i>Westex - Objection withdrawn 27 August 2021</i></b>				
OBJ/05	Northern Powergrid	No	No	No	Protective Provisions for the protection of Northern Powergrid are included in Part 1 of Schedule 19 to the draft Order ( <b>NR02</b> ).  Terms for an additional agreement are being discussed between NR and the objector, with one outstanding issue to be resolved. NR is waiting for the objector to confirm its position on this outstanding issue.
<b>OBJ/07</b>	<b><i>Shackletons- Objection withdrawn 21 October 2021</i></b>				
<b>OBJ/08</b>	<b><i>Mr &amp; Mrs Hallows - Objection withdrawn 3 July 2021</i></b>				
<b>OBJ/09</b>	<b><i>Bramall Properties Limited - Objection withdrawn 8 November 2021</i></b>				
<b>OBJ/10</b>	<b><i>WPC REIT Stretch 41 BV - Objection withdrawn 1 December 2021</i></b>				
<b>OBJ/11</b>	<b><i>Frank Marshall Estates - Objection withdrawn 11 November 2021</i></b>				
OBJ/12	Northern Gas Networks	No	No	No	Protective Provisions for the protection of Northern Gas Networks are included in Part 1 of Schedule 19 to the draft Order ( <b>NR02</b> ).  Terms for an additional agreement are being discussed between NR and the objector, with one outstanding issue to be resolved. NR is waiting for the objector to confirm its position on this outstanding issue.
<b>OBJ/13</b>	<b><i>JJIG Limited &amp; Buy It Direct Limited - Objection withdrawn 16 November 2021</i></b>				
OBJ/14	Yorkshire Children’s Centre	Yes	Yes	Yes	Terms of an agreement (based on Heads of Terms previously agreed between Network Rail and the objector) to address the objector’s objection have now been agreed between NR and the objector. An engrossed agreement was issued on 2/12/21 and this is currently in the process of being executed by NR and the objector. Upon completion of the agreement, this objection will be withdrawn.

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OBJ/15	Kinder Properties Ltd	No	Yes	Requested an extension to PoE submission	Terms of an agreement to address the objector's objection have been agreed between NR and the objector. An engrossed agreement was issued on 25/11/21 for execution. This agreement has been executed by NR and NR is currently awaiting confirmation of execution by the objector to enable the agreement to be completed. Upon completion of the agreement, the objection will be withdrawn.
OBJ/16	DP Realty (Trading as Dominos)	No	Yes	Requested an extension to PoE submission	Terms of an agreement to address the objector's objection have been agreed between NR and the objector. An engrossed agreement was issued on 25/11/21 for execution. This agreement has been executed by NR and NR is currently awaiting confirmation of execution by the objector to enable the agreement to be completed. Upon completion of the agreement, the objection will be withdrawn.
OBJ/17	<i>The Kingdom Hall Trust - Objection withdrawn 5 November 2021</i>				
OBJ/18	<i>Hargreaves (GB) Limited - Objection withdrawn 23 November 2021</i>				
OBJ/19	<i>Newlay Asphalt Limited - Objection withdrawn 23 November 2021</i>				
OBJ/20	<i>Newlay Readymix Limited - Objection withdrawn 23 November 2021</i>				
OBJ/21	<i>Newlay Concrete Limited - Objection withdrawn 23 November 2021</i>				
OBJ/22	<i>Dewsbury Sand and Gravel Limited - Objection withdrawn 23 November 2021</i>				
OBJ/23	HD1 Developments Limited	No	Yes	Yes	Commitments letter issued by NR to the objector on 25/11/21 – <b>SEE INQUIRY DOCUMENT INQ/28.</b>
OBJ/24	<i>Rosemary Carr - Objection withdrawn 1 December 2021</i>				
OBJ/26	<i>Dr Reddy's Laboratories (EU) Limited - Objection withdrawn 22 November 2021</i>				
OBJ/27	Charities Property Fund	No	No	No	A unilateral undertaking dated 2/12/21 containing NR's commitments to the objector has been issued by NR to the objector together with a commitments letter dated 2/12/21 - <b>SEE APPENDIX 2.</b>
OBJ/28 REP/05	<i>Royal Mail - Objection withdrawn 17 August 2021</i>				
OBJ/29	<i>Wakefield Sand and Gravel - Objection withdrawn 23 November 2021</i>				

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OBJ/30	DG Asset Enterprises Ltd	No	No	No	A unilateral undertaking dated 26/11/21 containing NR's commitments to the objector has been issued by NR to the objector - <b>SEE APPENDIX 3</b>
<b>OBJ/31</b>	<b><i>National Grid - Objection withdrawn 13 September 2021</i></b>				
<b>OBJ/32</b>	<b><i>Tanvir Ahmed (Furniture Bazaar) - Objection withdrawn 28 October 2021</i></b>				
<b>OBJ/33</b>	<b><i>Kirklees Council - Objection withdrawn on 21 October 2021 - – Reclassified as a Supporter (SUPP/5) – See INQ/20</i></b>				
OBJ/34	Taurus Investment Ltd	No	Yes	Yes	The objector's objection in respect of “Building 2” was withdrawn on 16 <sup>th</sup> June 2021.  A unilateral undertaking dated 26/11/21 containing NR's commitments to the objector has been issued by NR to the objector - <b>SEE APPENDIX 4.</b>
<b>OBJ/35</b>	<b><i>Canal &amp; River Trust - Objection withdrawn 23 November 2021</i></b>				
OBJ/36	Dewsbury Riverside Ltd	No	No	No	A letter was issued by NR to the objector on 5/7/21 confirming that the Order scheme does not impact upon the delivery of the 120 unit planning permission site on Dewsbury Riverside land and that the infrastructure to be delivered pursuant to the Order does not prevent future development from being delivered on the wider Dewsbury Riverside area - <b>SEE APPENDIX 5.</b>  Email issued by NR to the objector on 8/10/21 attaching the “Dewsbury Riverside Highways Access Note”. This note demonstrated how access to the 120 unit planning permission site on Dewsbury Riverside land could be accommodated as part of the Order scheme - <b>SEE ALSO APPENDIX 5.</b>  Email issued by NR to the objector on 25/11/21 attaching the “Calder Road Design Refinement – Technical Note” ( <b>INQ-24</b> ). This email explained the rationale for the design refinement for the realignment of Calder Road and the proposed new location for the roundabout to the south of the railway. It explains that if access is required to the 120 unit planning permission site, rather than a T-junction onto Calder Road, access would be provided through NR constructing a fourth arm onto the roundabout - <b>SEE ALSO APPENDIX 5.</b>
OBJ/37	Mamas & Papas	No	Yes	Yes	A unilateral undertaking dated 26/11/21 containing NR's commitments to the objector has been issued by NR to the objector - <b>SEE APPENDIX 4.</b>
<b>OBJ/38</b>	<b><i>Huddersfield Town Association Football Club - Objection withdrawn 1 December 2021</i></b>				
<b>OBJ/39</b>	<b><i>The British Bung Manufacturing Ltd - Objection withdrawn 3 November 2021</i></b>				

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<b>OBJ 40 REP/06</b>	<b>West Yorkshire Combined Authority - Objection withdrawn 27 October 2021 – Reclassified as a Supporter (SUPP/4) – See INQ/21</b>				
<b>OBJ 41</b>	<b>Martyn Higgins - Objection withdrawn 19 August 2021</b>				
OBJ 42	Veolia (ES) UK Limited	Yes	No	No	Supplementary objection submitted by the objector to the Inquiry as <b>INQ/22</b> . NR's response to the supplementary objection was submitted by NR to the Inquiry as <b>INQ/31</b> .  Commitments letter issued by NR to the objector on 25/11/21 – <b>SEE INQUIRY DOCUMENT INQ/30</b> .
<b>OBJ 43</b>	<b>Cubico UK Ltd - Objection withdrawn 8 November 2021</b>				
OBJ 44	Mrs Newton	No	No	No	NR has confirmed with the objector in a letter dated 25/11/21 that a replacement access to their property will be provided by NR in substitution for the closure of the existing access via the Occupation underbridge (as provided by Article 21(2) of the draft Order ( <b>NR02</b> )) and NR also provided details relating to the design and location of this replacement access – <b>SEE APPENDIX 6</b> .
OBJ 45	R&D Yorkshire Ltd	No	Yes	Requested an extension to PoE submission	Terms of an agreement to address the objector's objection have been agreed between NR and the objector. An engrossed agreement was issued on 25/11/21 for execution. This agreement has been executed by NR and NR is currently awaiting confirmation of execution by the objector to enable the agreement to be completed. Upon completion of the agreement, the objection will be withdrawn.



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List of Appendices			
Appendix No.	Objection No.	Objector	Document Enclosed
Appendix 1	OBJ/01	Lawton Yarns Limited & P41 Limited	NR Commitments letter dated 22/9/21. NR Commitments letter dated 15/11/21.
Appendix 2	OBJ/27	Charities Property Fund	NR Unilateral Undertaking dated 2/12/21. NR Commitments letter dated 2/12/21.
Appendix 3	OBJ/30	DG Asset Enterprises Limited	NR Unilateral Undertaking dated 26/11/21.
Appendix 4	OBJ/34	Taurus Investment Limited	NR Unilateral Undertaking dated 26/11/21.
Appendix 5	OBJ/36	Dewsbury Riverside	NR Information letter dated 5/07/21. NR Email dated 8/10/21 and the “Dewsbury Riverside Highways Access Note”. NR Email 25/11/21 issuing the “Calder Road Design Refinement – Technical Note” <b>INQ-24</b> .
Appendix 4	OBJ/37	Mamas and Papas	NR Unilateral Undertaking dated 26/11/21.
Appendix 6	OBJ/44	Mrs Newton	NR Information letter dated 25/11/21.



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**Status of Objectors affected by the Order Compulsory Acquisition Powers – UPDATED 3 DECEMBER 2021**

**Appendix 1**



P41 Limited & Lawton Yarns  
c/o Ravens Ing Mills  
Dewsbury  
West Yorkshire  
WF13 3JF

Network Rail  
6<sup>th</sup> floor  
111 Piccadilly  
Manchester  
M1 2HY

**By email to:**

[tim.kay@lawtonyarns.com](mailto:tim.kay@lawtonyarns.com)  
[carlton@orchardcs.com](mailto:carlton@orchardcs.com)

22<sup>nd</sup> September 2021

Our ref: [151667-TSA-00-TRU-LTR-W-LP-001148](#)

Dear Carlton/Tim,

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

**Lawton Yarns Ltd, Ravens Ing Mills, Ravensthorpe, Dewsbury WF13 3JF (“the Property”)**

**P41 Limited (“the Company”) and Lawton Yarns Ltd (“the Tenant”)**

I write to formalise the discussions held recently on 25<sup>th</sup> August concerning the impact of the powers sought in the proposed Order, on the Property. We will write separately to Railway Paths Limited in their capacity as the freehold owner of part of the Property.

The Company and the Tenant have interests in land affected by the Order, including the land identified on the Deposited Plans submitted with the Order Application as plot numbers 23-001 and 23-004.

Article 34 of, and Schedule 16 to the Order seek to take temporary possession over plot number 23-001, for the purposes of access for construction and construction worksite. Article 8 of, and Schedule 10 to the Order seek the acquisition of rights over plot number 23-001 for the oversailing of electric cables. Article 34 of, and Schedule 16 to the Order seek to take temporary possession over plot number 23-004, for the purposes of access for construction, construction worksite and utility diversion works.

The powers sought in the Order over these plots are required for the construction of Work No. 15 as described in Schedule 1 to the Order, comprising a railway partly on the course of the existing railway and associated works. The temporary powers will include works to the electricity pylon and overhead electric cables which are located on the Property.

Network Rail understands the Company and the Tenant’s concerns in relation to the works to be undertaken on the land identified on the Deposited Plans as plot numbers 23-001 and 23-004 and to help manage the interface between the works and the Tenant’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 Deposited Plans as plot numbers 23-001 and 23-004 Network Rail commit to the following measures.

### **Commitment 1**

Network Rail shall, in the exercise of the powers of temporary possession conferred by the Order over plot numbers 23-001 and 23-004, use reasonable endeavours, where reasonably practicable, to limit Network Rail's temporary possession of plot numbers 23-001 and 23-004 to the areas hatched green (the "**Green Land**") and hatched blue (the "**Blue Land**") on the attached plan.

### **Commitment 2**

Network Rail shall, in the exercise of the powers of temporary possession conferred by the Order over plot numbers 23-001 and 23-004 or the Green Land or the Blue Land, use reasonable endeavours, where reasonably practicable, to limit the duration of Network Rail's temporary possession of any part of plot numbers 23-001 or 23-004 or the Green Land or the Blue Land. Network Rail shall provide at least three (3) months' written notice to the Company and the Tenant prior to taking temporary possession of any part of plot numbers 23-001 or 23-004 or the Green Land or the Blue Land. This notification shall include details in relation to the anticipated duration of the temporary possession.

### **Commitment 3**

Where Network Rail takes temporary possession of any part of plot number 23-001 or the Green Land pursuant to the powers of temporary possession conferred by the Order, Network Rail shall use reasonable endeavours, where reasonably practicable, to limit its use of such parts of plot number 23-001 or the Green Land to use as a temporary construction access (with or without vehicles) in connection with the construction works authorised under the Order.

### **Commitment 4**

Prior to the commencement of the works authorised under the Order on or from plot numbers 23-001 or 23-004 Network Rail shall carry out a photographic survey of the existing condition of plot numbers 23-001 and 23-004 (the "**Photographic Survey**") and shall provide the Company and the Tenant with a copy of the Photographic Survey within 21 days of completion of the Photographic Survey. Upon completion of the construction of the works on or from plot numbers 23-001 and 23-004 Network Rail shall restore plot numbers 23-001 and 23-004 in accordance with Article 34 of the Order.

### **Compensation**

Nothing in this letter shall prejudice or affect the Company or the Tenant's right to compensation under the Order or any enactment applied by or incorporated in the Order arising in consequence of the exercise of any powers conferred by the Order, except that the Company and the Tenant shall not be entitled to be compensated in respect of any matter under the Order or any such enactment if they are entitled to compensation under this letter in respect of that matter.

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. Once signed, please return the signed copy to [penny.carter@networkrail.co.uk](mailto:penny.carter@networkrail.co.uk)

Yours sincerely,



Penny Carter  
Project Manager (Consultation)  
**Network Rail**

[penny.carter@networkrail.co.uk](mailto:penny.carter@networkrail.co.uk)

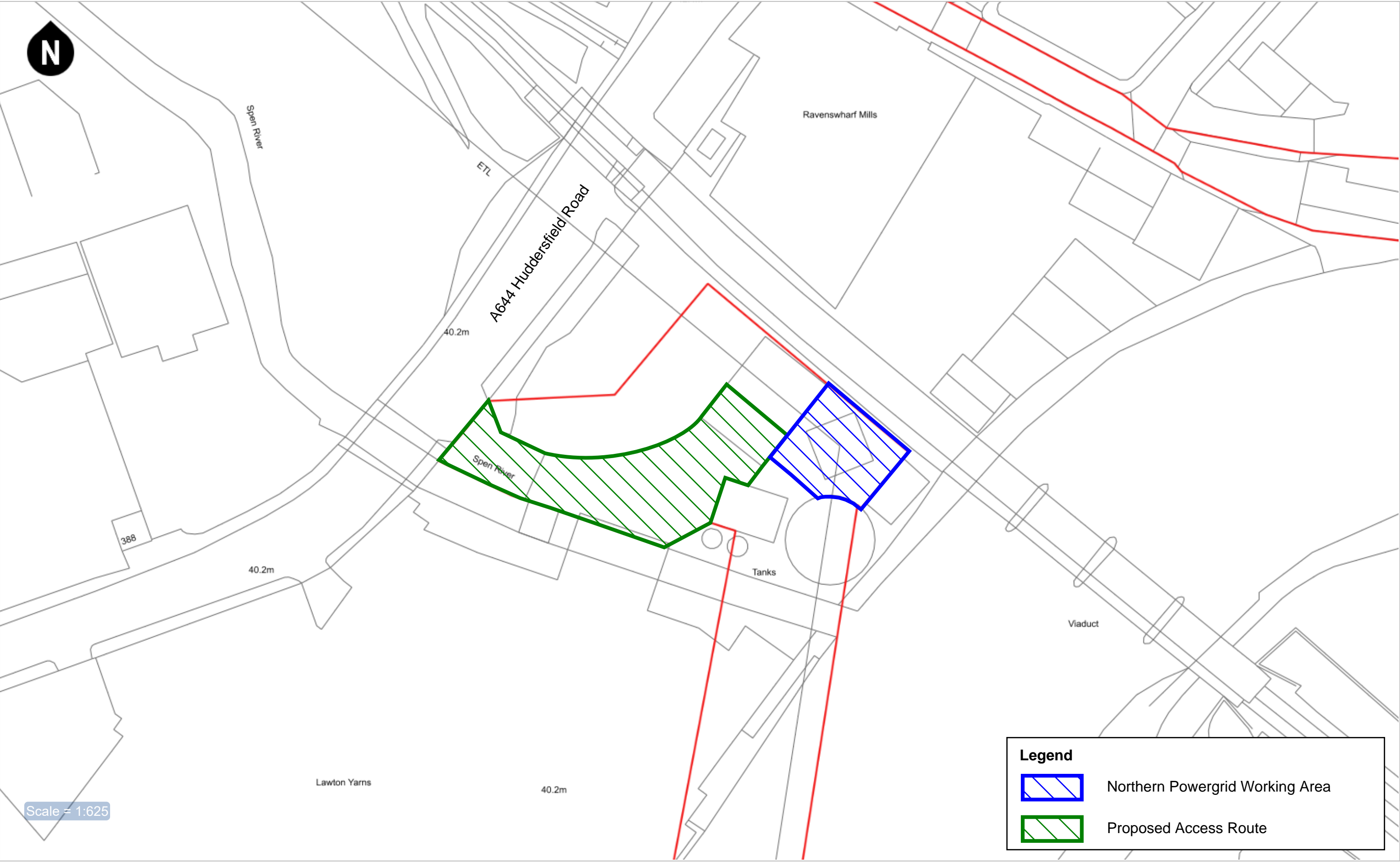
**I confirm acceptance of the commitments set out in this letter and withdrawal of the objection to the Order.**

**Signed:**

**Name:**

**Dated:**

.







P41 Limited & Lawton Yarns Limited  
c/o Ravens Ing Mills  
Dewsbury  
West Yorkshire  
WF13 3JF

Network Rail  
6<sup>th</sup> floor  
111 Piccadilly  
Manchester  
M1 2HY

**By email to:**

[tim.kay@lawtonyarns.com](mailto:tim.kay@lawtonyarns.com)  
[carlton@orchardcs.com](mailto:carlton@orchardcs.com)

15 November 2021

Our ref:

151667-TSA-00-TRU-LTR-W-LP-001491

Dear Carlton/Tim,

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

**Lawton Yarns Ltd, Ravens Ing Mills, Ravensthorpe, Dewsbury WF13 3JF (“the Property”)**

**P41 Limited (“the Company”) and Lawton Yarns Limited (“the Tenant”)**

I write further to our Teams meeting on 3<sup>rd</sup> November 2021 and our commitments letter dated 22<sup>nd</sup> September 2021. Our understanding from our 3<sup>rd</sup> November meeting is that the Company and the Tenant’s outstanding concerns relate to a requirement for further information on three matters:

1. **Start Date:** Details of a start date for the Order works at the Property and when Northern Powergrid will undertake works to the existing pylon (on Railway Paths Limited owned property) and to the overhead electric cables.
2. **Duration of the works:** Further information on the duration of the works to be carried out at the Property under the Order, including method statements from Northern Powergrid detailing how the works will be delivered.
3. **Compensation:** In the event that compensation is payable under the Order, when such compensation would be available.

In relation to these three matters, Network Rail is currently able to provide the following further information:

1. As we discussed during the Teams meeting of 3<sup>rd</sup> November, Network Rail is currently unable to give a precise start date for the works. Before Network Rail is able to do this, Northern Powergrid will need to undertake a detailed design process and this process has not yet commenced. The current programme (which is subject to change) indicates that these works are likely to be undertaken during the period of May 2023 to May 2024. . Network Rail has

committed to providing three months' written notice to the Company and the Tenant prior to exercising its powers of temporary possession conferred by the Order to carry out the works at the Property.

2. As stated above, Northern Powergrid have not yet commenced a detailed design process or programmed the works, but the indication given by Northern Powergrid at our joint site meeting on 25<sup>th</sup> August 2021 is that the works to the pylon and overhead cables would likely be undertaken over the course of three (3) consecutive weeks. Once further details of Northern Powergrid's requirements are communicated to Network Rail, we will share that information with you and keep you informed of progress. As stated above, Network Rail has committed to providing three months' notice prior to taking temporary possession of any part of the Property affected by the Order and such notice will include details of the anticipated duration of the temporary possession.
3. I understand that concerns have been expressed that the Property may be blighted by the overhead cables being moved slightly closer to the Property. As we discussed at our previous meetings, compensation for matters that result from the use of land or construction of works under the Order powers (if granted) will be addressed through the National Compensation Code as applied by the Order. Please see also the Compensation paragraph in our letter of 22<sup>nd</sup> September 2021, which is set out below for ease of reference.

To address the concerns raised in your objection to the Order, the matters raised at the meetings of 19<sup>th</sup> May 2021 and 25<sup>th</sup> August 2021 and to help manage the interface between the works and the Tenant's operations, Network Rail made the following commitments in its letter of 22<sup>nd</sup> September 2021, which I am re-stating on the same terms in this letter:

### **Commitment 1**

Network Rail shall, in the exercise of the powers of temporary possession conferred by the Order over plot numbers 23-001 and 23-004, use reasonable endeavours, where reasonably practicable, to limit Network Rail's temporary possession of plot numbers 23-001 and 23-004 to the areas hatched green (the "**Green Land**") and hatched blue (the "**Blue Land**") on the plan attached to our letter of 22<sup>nd</sup> September 2021.

### **Commitment 2**

Network Rail shall, in the exercise of the powers of temporary possession conferred by the Order over plot numbers 23-001 and 23-004 or the Green Land or the Blue Land, use reasonable endeavours, where reasonably practicable, to limit the duration of Network Rail's temporary possession of any part of plot numbers 23-001 or 23-004 or the Green Land or the Blue Land. Network Rail shall provide at least three (3) months' written notice to the Company and the Tenant prior to taking temporary possession of any part of plot numbers 23-001 or 23-004 or the Green Land or the Blue Land. This notification shall include details in relation to the anticipated duration of the temporary possession.

### **Commitment 3**

Where Network Rail takes temporary possession of any part of plot number 23-001 or the Green Land pursuant to the powers of temporary possession conferred by the Order, Network Rail shall use reasonable endeavours, where reasonably practicable, to limit its use of such parts of plot number 23-001 or the Green Land to use as a temporary construction access (with or without vehicles) in connection with the construction works authorised under the Order.

### **Commitment 4**

Prior to the commencement of the works authorised under the Order on or from plot numbers 23-001 or 23-004 Network Rail shall carry out a photographic survey of the existing condition of plot numbers 23-001 and 23-004 (the “**Photographic Survey**”) and shall provide the Company and the Tenant with a copy of the Photographic Survey within 21 days of completion of the Photographic Survey. Upon completion of the construction of the works on or from plot numbers 23-001 and 23-004 Network Rail shall restore plot numbers 23-001 and 23-004 in accordance with Article 34 of the Order.

### **Compensation**

Nothing in this letter shall prejudice or affect the Company or the Tenant’s right to compensation under the Order or any enactment applied by or incorporated in the Order arising in consequence of the exercise of any powers conferred by the Order, except that the Company and the Tenant shall not be entitled to be compensated in respect of any matter under the Order or any such enactment if they are entitled to compensation under this letter in respect of that matter.

We trust this provides the clarity that you are seeking in relation to this matter and addresses your concerns. We would be grateful if you could countersign a copy of the letter issued to you on 22<sup>nd</sup> September 2021 to confirm your acceptance of the commitments and the withdrawal of your objection to the Order in consideration of the commitments given. Once signed, please return the signed copy of the letter to [penny.carter@networkrail.co.uk](mailto:penny.carter@networkrail.co.uk)

We have enclosed a copy of that letter for your convenience.

Should you have any questions then please contact me directly.

Yours sincerely,

Damian Arundale  
Senior Surveyor  
**Network Rail**

[damian.arundale@networkrail.co.uk](mailto:damian.arundale@networkrail.co.uk)

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**Appendix 2**





## TRANSPORT AND WORKS ACT 1992

### THE NETWORK RAIL (HUDDERSFIELD TO WESTTOWN (DEWSBURY) (IMPROVEMENTS) ORDER 20[XX]

#### UNDERTAKING

#### TO

- (1) **CITICLIENT (COF) NOMINEES LIMITED** whose registered office is at Citigroup Centre, Canada Square, Canary Wharf, London, E14 5LB
- (2) **CITICLIENT (CPF) NOMINEES NO 2 LIMITED** (Company Registration No. 03999259)) whose registered office is at Citigroup Centre, Canada Square, Canary Wharf, London, E14 5LB

Parties (1) and (2) together being referred to as the '**Charities Property Fund**' (Objector No. 27)

IN CONSIDERATION of the Charities Property Fund withdrawing its Objection to the Order and refraining from all further opposition to the Application NETWORK RAIL HEREBY UNDERTAKES that in the event of the Order passing into law in substantially its present form the following provisions shall apply and have effect:-

#### 1. **BACKGROUND**

- 1.1 Network Rail applied on 31 March 2021 under section 6 of the Transport and Works Act 1992 for an Order entitled the "The Network Rail (Huddersfield to Westtown (Dewsbury) Improvements) Order 20[XX]" ("**the Order**") under sections 1 and 5 of that Act to authorise the construction, maintenance and operation of works on the Transpennine Line between Huddersfield and Westtown (Dewsbury), including works to construct a new railway, and the upgrade and reconstruction of the existing railway, railway electrification works and associated works.
- 1.2 The Charities Property Fund has an interest in land at plots 10-056, 10-059, 10-063, 10-064, 11-004, 11-007, 11-013, 11-014, 11-016, 11-037, 11-040, 11-041 which is affected by the authorised works, and has lodged an objection against the Order on 17 May 2021 ("the Charities property Fund OBJ 27 Objection").
- 1.3 The Order seeks powers over the Property as follows:
  - 1.3.1 Plots 10-056 is included in Schedule 2 as land subject to permanent acquisition for the provision of railway infrastructure and access for maintenance and includes works to raise the parapets on Station Road overbridge.
  - 1.3.2 Plot 10-059 is within the Limits of Deviation of Work No. 9A and includes works to raise the parapets on Station Road overbridge.
  - 1.3.3 Plots 10-063, 10-064 and 11-004 are included in Schedule 10 as land subject to acquisition of new right and imposition of restrictive covenants only for the provision of construction access for the authorised works and utility diversions and provision of maintenance access for vehicle restraint barrier and utility works
  - 1.3.4 Plot 11-007 is included in Schedule 10 as land subject to the acquisition of new rights and imposition of restrictive covenants for the provision of maintenance access for vehicle restraint barrier and utility works and Schedule 16 as land of

which temporary possession may be taken for the purposes of working site and access for construction for the purposes of Work No. 9A.

- 1.3.5 Plots 11-013 and 11-016 are within the Limits of Deviation of Work No. 9A.
- 1.3.6 Plot 11-014 is included in Schedule 10 as land subject to the acquisition of new rights and imposition of restrictive covenants for the provision of construction and maintenance access for the Authorised Works and Schedule 16 as land of which temporary possession may be taken for the purposes of working site and access for construction and utility diversion works for the purposes of Work No. 10.
- 1.3.7 Plot 11-037 is included in Schedule 2 for the acquisition of certain land for ancillary works for the purpose of utility diversions.
- 1.3.8 Plot 11-040 is included in Schedule 16 as land of which temporary possession may be taken for the purpose of a working site and access for construction for the purposes of Work No. 9A and 10.
- 1.3.9 Plot 11-041 is within the Limits of Deviation of Work No. 10 (a realignment of B6118 Colne Bridge Road) and is subject to powers of permanent acquisition.

## 2. **DEFINITIONS AND INTERPRETATION**

- 2.1 In this Undertaking unless the context otherwise requires, words and expressions have the same meaning as they have in the draft Order and:-

<b>"Authorised Works"</b>	means the construction of any works which are authorised under the Order;
<b>"Deposited Plans and Sections"</b>	means those plans and sections deposited with the application for the Order and containing numbered land parcels referred to in the Order;
<b>"Liaison Officer"</b>	means a person nominated by Network Rail to provide information to and answer queries in relation to the construction of the Authorised Works;
<b>"Limits of Deviation"</b>	means the limits as defined and shown on the Deposited Plans and Sections to the Order;
<b>"Network Rail"</b>	includes any other person exercising Network Rail's powers under the Order;
<b>"Operational Hours"</b>	means the operational hours of the Property being Monday to Friday 07.30 to 18.30, Saturday 07.30 to 15.00 and Sunday 09.00 to 13.00;
<b>"Order"</b>	means The Network Rail (Huddersfield to Westtown (Dewsbury) Improvements) Order 20[XX]"
<b>"Plan"</b>	means the plan annexed to this Undertaking;
<b>"the Property"</b>	means the warehouse unit owned by the Charities Property Fund and occupied by the Tenant as shown edged red on the attached plan;
<b>"Rear Service Yard"</b>	means the service yard located to the rear of the Property as shown edged blue on the attached plan; and

**"Station Road Works"** means the works to be carried out to Station Road as part of the Authorised Works;

**"Tenant"** means the tenant of the Property.

2.2 In this Undertaking words imparting:-

2.2.1 the singular include the plural and vice versa; and

2.2.2 one gender includes such other genders as the context shall require.

2.3 Unless the context requires otherwise references:-

2.3.1 to persons include firms companies and corporations and vice versa; and

2.3.2 to a clause is a reference to a clause of this Undertaking.

2.4 The headings in this Undertaking are included for convenience only and shall not affect its interpretation.

2.5 Where any party to this Undertaking comprises two or more persons:-

2.5.1 any obligations on the part of that party contained or implied in this Undertaking shall be deemed to be joint and several obligations on the part of those persons and references to that party shall include references to each or any of those persons; and

2.5.2 references to Network Rail include the agents, servants and contractors of Network Rail and any other person exercising Network Rail's powers under the Order.

2.6 References in the Undertaking to any statute or statutory provision shall be taken to include a reference to any re-enactment, consolidation and/or renewal of such statute or statutory provision for the time being in force and any order or regulations made under such statute or statutory provision.

2.7 References in this Undertaking to articles and provisions of the Order are taken from the Order as applied for on 31 March 2021 but shall be modified as far as may be necessary to reflect changes in the Order as made.

2.8 This Undertaking represents the entire agreement between the parties and supersedes any other agreement or undertaking including an Undertaking by Network Rail to the Charities Property Fund dated 26 November 2021.

### 3. **NETWORK RAIL COMMITMENTS**

3.1 To facilitate engagement, Network Rail shall appointment a Liaison Officer for the duration of the Authorised Works and shall provide the Charities Property Fund and the Tenant with the details of the liaison officer.

3.2 Network Rail shall give the Charities Property Fund and the Tenant at least six months notice of any Authorised Works to be undertaken on land in which the Charities Property Fund has an interest and shall provide regular updates on the construction programme through the Liaison Officer.

3.3 In undertaking the Authorised Works, so far as reasonably practicable, Network Rail shall ensure access to the Property for the Tenant during the Operational Hours and during any other such time that does not interfere with the Authorised Works.

- 3.4 In undertaking the Authorised Works, Network Rail shall use reasonable endeavours to allow emergency vehicles access to the Property during the Station Road Works.

#### 4. **COSTS**

- 4.1 Subject to clause 4.2, Network Rail will meet the reasonable legal professional fees properly incurred, to a fixed cap of [REDACTED] associated with the negotiation of the Undertaking.
- 4.2 Clause 4.1 is subject to:
- 4.2.1 the completion of this Undertaking;
  - 4.2.2 the withdrawal of the Objection; and
  - 4.2.3 the objector providing Network Rail with copies of relevant invoices and supporting narratives, documenting the fees incurred.
- 4.3 For the avoidance of doubt, the obligation in clause 4.1 does not relate to fees incurred in the submission of the Objection, or attendance at any Public Inquiry for the Order.

#### 5. **RIGHTS OF THIRD PARTIES**

- 5.1 Only the Charities Property Fund may enforce the terms of this Undertaking and no other third party may enforce any such terms by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

#### 6. **DISPUTES**

- 6.1 Any difference arising between the Parties under this Undertaking (other than a difference as to compensation which is referable to the Lands Tribunal or a difference as to the meaning or construction of the Undertaking) shall be referred to and settled (in the absence of manifest error) by arbitration in the manner provided by article 58 of the Order (Arbitration).
- 6.2 Any dispute or difference arising between the Parties as to the meaning or construction of this Undertaking shall be referred to and determined by an independent solicitor or barrister of at least 10 years standing acting as an expert and who is experienced in drafting, negotiating and advising upon undertakings similar to this Undertaking, such independent person to be agreed between the Parties or failing such agreement to be nominated by the President or Vice President or other duly qualified officer of the Law Society on the application of either Party.

#### 7. **POWERS OF NETWORK RAIL**

- 7.1 For the avoidance of doubt nothing in this Undertaking shall be taken to detract from any powers of Network Rail, other than powers conferred upon Network Rail under the Order as expressly provided for in this Undertaking.

#### 8. **NOTICES**

- 8.1 Any notice served or given or plans, drawings or documents supplied under or in relation to this Undertaking shall (in the case of a notice) be in writing, shall refer to the relevant provision of this Undertaking and shall in all cases be deemed to be sufficiently given, served or supplied if addressed or supplied to Network Rail or the Charities Property Fund, as the case may be, and sent:
- 8.1.1 by first class post or registered post to the addresses set out in clauses 8.2 and 7.3 below or to such other address as Network Rail or the Charities Property Fund may from time to time designate by written notice to the other; or

8.1.2 where agreed by the parties by email to the email addresses of Network Rail and the Charities Property Fund set out in clauses 8.2 and 7.3 below or to such other email addresses as Network Rail or the Charities Property Fund may from time to time designate by written notice to the other party.

8.2 Network Rail's address:

Network Rail Programme Manager Integration  
TRU West c/o Bruntwood  
Floor 6  
111 Piccadilly  
Ducie Street  
Manchester  
M1 2HY

Email: [notices@networkrail.co.uk](mailto:notices@networkrail.co.uk)

8.3 Charities Property Fund address:

Citigroup Centre  
Canada Square  
Canary Wharf  
London  
E14 5LB

8.4 Any notice, plan, drawing or document given, served or supplied in accordance with clause 8.1.1 above shall be deemed, in the absence of evidence of earlier receipt, to have been given, served or supplied two days after posting or dispatch, exclusive of the day of posting.

## 9. **WAIVER**

9.1 The failure to exercise or delay in exercising a right or remedy provided by this Undertaking or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of this Undertaking or a default under this Undertaking does not constitute a waiver of any other breach or default and shall not affect the other terms of this Undertaking.

## 10. **LAW AND JURISDICTION**

10.1 This Undertaking shall be governed by, construed and enforced in accordance with the law of England and Wales.

**EXECUTED AS A DEED** by  
**NETWORK RAIL INFRASTRUCTURE**

**LIMITED** acting by its attorney

..... Ronnie Warner .....

in exercise of a power of attorney dated

28 May 2021 in the presence of

)  
)  
)  
)  
)  
)

DocuSigned by:  
*Ronnie Warner*  
..... 8902016A69AF4D6...  
Acting as attorney for **NETWORK  
RAIL INFRASTRUCTURE LIMITED**

Signature of Witness: .....

DocuSigned by:  
*Matt Cartledge*  
..... 9F0F311419644D2...

Name: ..... Matt Cartledge .....

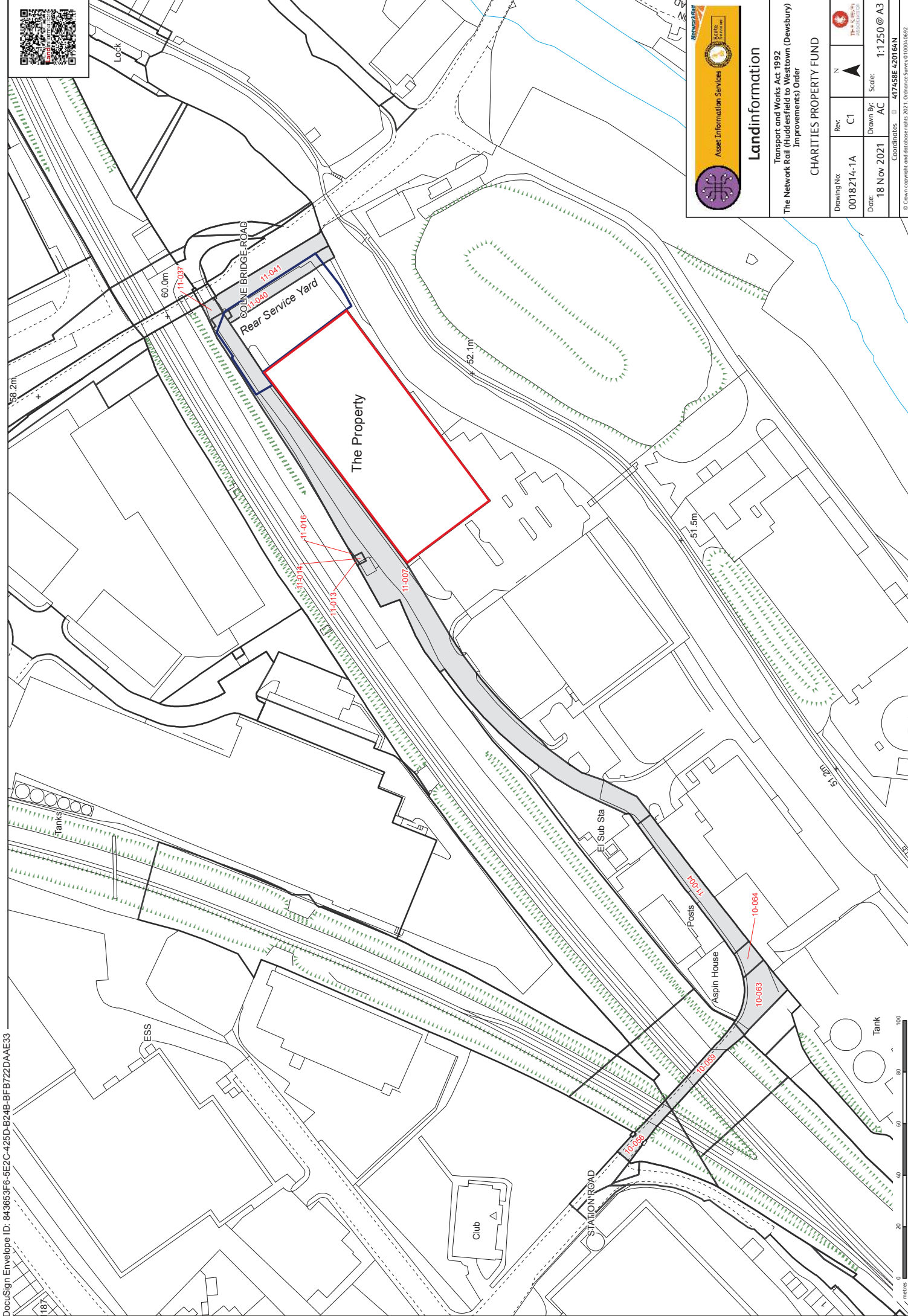
Address: ..... Waterloo General Offices, Station Approach, London, SE1 8SW .....

I confirm that I was physically present when ..... Ronnie Warner ..... signed this

deed .....

DocuSigned by:  
*Matt Cartledge*  
..... 9F0F311419644D2.....





Lock

ESS

Club

STATION ROAD

El Sub Sta

Aspin House

Posts

COUNE BRIDGE ROAD

Rear Service Yard

The Property



### Land information

Transport and Works Act 1992  
The Network Rail (Huddersfield to Westtown (Devsbury)  
Improvements) Order

CHARITIES PROPERTY FUND

Drawing No:	Rev:		
0018214-1A	C1		
Date:	Drawn By:	Scale:	
18 Nov 2021	AC	1:1250 @ A3	
Coordinates		47458E 42016N	

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Anthony McNamee  
Farrer & Co  
66 Lincoln's Inn Fields  
London WC2A 3LH

Network Rail  
6<sup>th</sup> floor  
111 Piccadilly  
Manchester  
M1 2HY

2nd December 2021

Our ref: 151667-TSA-00-TRU-LTR-W-  
LP-001621

Dear Mr McNamee

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

**The warehouse unit owned by the Charities Property Fund as shown edged red on the attached plan (“the Property”)**

**CITICLIENT (COF) NOMINEES LIMITED and CITICLIENT (CPF) NOMINEES NO 2 LIMITED (“the Company”)**

1. I write to formalise the discussions held recently concerning the impact of the powers sought in the proposed Order, on the Property and further to the Unilateral Undertaking issued by Network Rail.
2. The Company has an interest in land at plots 10-056, 10-059, 10-063, 10-064, 11-004, 11-007, 11-013, 11-014, 11-016, 11-037, 11-040, 11-041 which is affected by the authorised works, and has lodged an objection against the Order on 17 May.
3. Network Rail understands the Company’s 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.
4. 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 10-056, 10-059, 10-063, 10-064, 11-004, 11-007, 11-013, 11-014, 11-016, 11-037, 11-040, 11-041 Network Rail commit to the following measures.
5. **Commitment**
  - 5.1 In this commitment:
    - 5.1.1 “Authorised Works” means the construction of any works which are authorised under the Order;

5.1.2 “Station Road Works” means the works to be carried out to Station Road as part of the Authorised Works; and

5.1.3 “Tenant” means the tenant of the Property.

5.2 Network Rail shall give the Company and the Tenant at least six months prior notice of the start of the Station Road Works.

We hope that this commitment in combination with the Unilateral Undertaking 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.

Yours sincerely,



Penny Carter  
Project Manager (Consultation)  
**Network Rail**

[penny.carter@networkrail.co.uk](mailto:penny.carter@networkrail.co.uk)

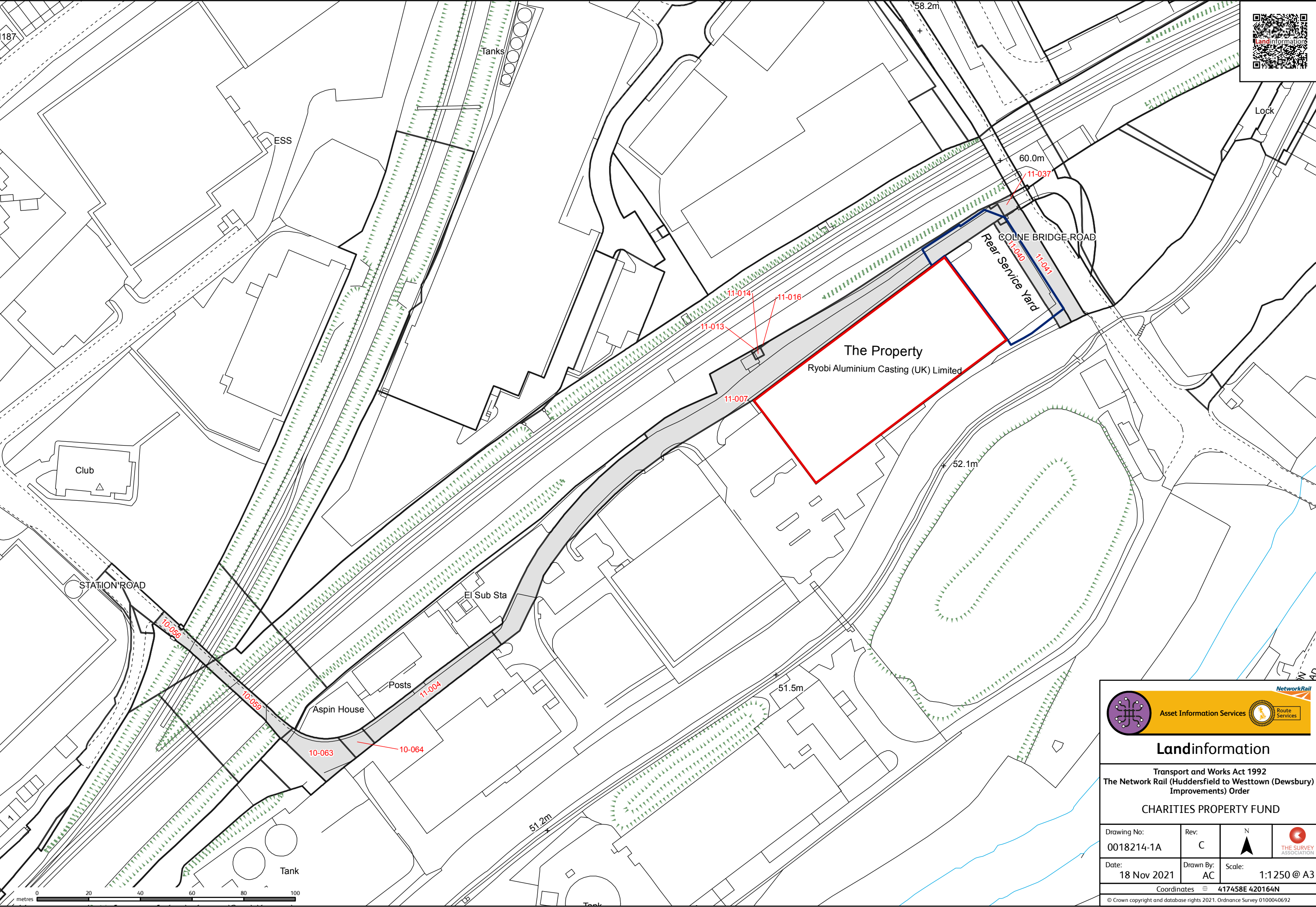
I confirm acceptance of the commitments set out in this letter and withdrawal of the objection.

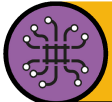
Signed:

Name:


Dated:










Asset Information Services

Route Services

**Landinformation**

Transport and Works Act 1992  
The Network Rail (Huddersfield to Westtown (Dewsbury Improvements) Order

CHARITIES PROPERTY FUND

Drawing No: <b>0018214-1A</b>	Rev: <b>C</b>	<div>N</div> 	
Date: <b>18 Nov 2021</b>	Drawn By: <b>AC</b>		
Coordinates  <b>417458E 420164N</b>			

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INQ/3A  
3 December 2021

**NETWORK RAIL INFRASTRUCTURE LIMITED**

**THE NETWORK RAIL (HUDDERSFIELD TO WESTTOWN (DEWSBURY) IMPROVEMENTS) ORDER (“THE ORDER”)**

**Network Rail Inquiry Document**

**Status of Objectors affected by the Order Compulsory Acquisition Powers – UPDATED 3 DECEMBER 2021**

**Appendix 3**

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**(1) DG ASSET ENTERPRISE LIMITED**



## TRANSPORT AND WORKS ACT 1992

### THE NETWORK RAIL (HUDDERSFIELD TO WESTTOWN (DEWSBURY) (IMPROVEMENTS) ORDER 20[XX]

#### UNDERTAKING

#### TO

- (1) **DG ASSET ENTERPRISE LIMITED** (Company Registration No. 08162409) whose Registered Office is at Unit 2 Jubilee Way, Grange Moor, Wakefield, West Yorkshire, England, WF4 4TD (**"the Company"**);

IN CONSIDERATION of the Company withdrawing the Objections to the Order and refraining from all further opposition to the Application NETWORK RAIL HEREBY UNDERTAKES that in the event of the Order passing into law in substantially its present form the following provisions shall apply and have effect:-

#### 1. **BACKGROUND**

- 1.1 Network Rail applied on 31 March 2021 under section 6 of the Transport and Works Act 1992 for an Order entitled the "The Network Rail (Huddersfield to Westtown (Dewsbury) Improvements) Order 20[XX]" (**"the Order"**) under sections 1 and 5 of that Act to authorise the construction, maintenance and operation of works on the Transpennine Line between Huddersfield and Westtown (Dewsbury), including works to construct a new railway, and the upgrade and reconstruction of the existing railway, railway electrification works and associated works.
- 1.2 The Order includes the land identified on the Deposited Plans submitted with the Order Application as plot numbers 10-061, 11-002, 11-009 11-010, 11-011 and 11-0012 the Company has an interest in.
- 1.3 The powers sought in the Order over these plots are required for works on the railway including its electrification as well as culvert works associated with the railway. The works required in the area include a working site compound and associated access for construction including temporary use of land for access.

#### 2. **DEFINITIONS AND INTERPRETATION**

- 2.1 In this Undertaking unless the context otherwise requires, words and expressions have the same meaning as they have in the draft Order and:-

**"Authorised Works"** means the construction of any works which are authorised under the Order;

**"Deposited Plans and Sections"** means those plans and sections deposited with the application for the Order and containing numbered land parcels referred to in the Order;

**"Network Rail"** includes any other person exercising Network Rail's powers under the Order;

**"the Objections"** means the objection to the Order submitted by the Company on 17 May 2021;

**"Order"** has the meaning given in Recital (A);

**"Plan"** means the plan annexed to this Undertaking;

**"the Property"** means the Unit and surrounding land to West Of Colne Bridge Road as shown edged red on the Plan;

2.2 In this Undertaking words imparting:-

2.2.1 the singular include the plural and vice versa; and

2.2.2 one gender includes such other genders as the context shall require.

2.3 Unless the context requires otherwise references:-

2.3.1 to persons include firms companies and corporations and vice versa; and

2.3.2 to a clause is a reference to a clause of this Undertaking.

2.4 The headings in this Undertaking are included for convenience only and shall not affect its interpretation.

2.5 Where any party to this Undertaking comprises two or more persons:-

2.5.1 any obligations on the part of that party contained or implied in this Undertaking shall be deemed to be joint and several obligations on the part of those persons and references to that party shall include references to each or any of those persons; and

2.5.2 references to Network Rail include the agents, servants and contractors of Network Rail and any other person exercising Network Rail's powers under the Order.

2.6 References in the Undertaking to any statute or statutory provision shall be taken to include a reference to any re-enactment, consolidation and/or renewal of such statute or statutory provision for the time being in force and any order or regulations made under such statute or statutory provision.

2.7 References in this Undertaking to articles and provisions of the Order are taken from the Order as applied for on 31 March 2021 but shall be modified as far as may be necessary to reflect changes in the Order as made.

2.8 This Undertaking represents the entire agreement between the parties and supersedes any other agreement, undertaking or commitment letter.

### 3. **NETWORK RAIL COMMITMENTS**

#### *Access*

3.1 Whilst in temporary possession under the powers of the Order of the area hatched orange on the Plan, Network Rail shall not prevent emergency access for the Company to the Property.

3.2 Network Rail shall employ traffic marshals and banksmen as required and agreed in advance (except in the case of emergencies) when exercising the powers of the Order in order to maintain safe access for both vehicles and pedestrians through the car park of the Property to both the electricity substation and the car park of the Property.

3.3 Network Rail shall ensure that any debris on the access road or yard of the Property caused by Network Rail in exercise of the powers of the Order shall be removed as soon as reasonably practicable.

- 3.4 Network Rail shall securely fence the perimeter of the area hatched blue on the Plan and the vehicular access and egress to the compound area shown hatched blue on the Plan will be made in the area shown edged red hatched blue.

*Parking and Vehicle Movements*

- 3.5 In exercise of the Order powers, Network Rail shall not park any vehicles on the land shown hatched purple or hatched green on the Plan.
- 3.6 So far as reasonably practicable and subject to engagement with and information being provided by the Company, Network Rail shall ensure that the turning of any vehicles in the area hatched purple on the Plan does not impact on the Company's vehicular movements.
- 3.7 Where, in exercise of the Order powers, Network Rail require large vehicles to access the Property which require use of the area hatched purple on the Plan for turning and which may impact on the Company's use of this area, Network Rail shall liaise with the Company in advance to agree the timing for these large vehicles movements.
- 3.8 Any Network Rail vehicles used for the works under the Order which are required to be left on site overnight shall be parked within the area hatched blue on the Plan. For the avoidance of doubt, in exercising the powers of the Order, Network Rail shall use the areas hatched purple and hatched green on the Plan for turning and access and egress only.

*Vegetation Clearance*

- 3.9 In undertaking vegetation clearance under the Order, Network Rail shall so far as reasonably practicable ensure that only areas which are necessary to provide access and undertake the works under the Order shall be cleared.
- 3.10 Where vegetation has been removed at the Property, Network Rail shall install temporary matting to provide a safe and level access route. This matting shall be removed upon completion of the works under the Order.

*Schedule of Condition*

- 3.11 Network Rail will make good any damage caused to any land at the Property which is temporarily possessed under the Order and carry out and produce a photographic schedule of condition on any of the land at the Property which is temporarily possessed under the Order:
- 3.11.1 prior to taking temporary possession of the Property; and
- 3.11.2 on completion of the Authorised Works.

*Engagement*

- 3.12 Before commencement of the works, Network Rail shall engage with the Company to understand its operations and shall so far as reasonably practicable take such information into account in the works programme.
- 3.13 In exercise of the Order powers, Network Rail shall not reduce the number of car parking spaces available at the Property.

**4. COSTS**

- 4.1 Subject to clause 4.2, Network Rail will meet the reasonable professional surveyor's costs properly incurred, to a fixed cap of [REDACTED] associated with the negotiation of the Undertaking.

4.2 Clause 4.1 is subject to:

4.2.1 the withdrawal of the Objections; and

4.2.2 the Company providing Network Rail with copies of relevant invoices and supporting narratives, documenting the fees incurred.

4.3 For the avoidance of doubt, the obligation in clause 4.1 does not relate to fees incurred in the submission of the Objection, or attendance at Public Inquiry.

## 5. **RIGHTS OF THIRD PARTIES**

5.1 Only the Company may enforce the terms of this Undertaking and no other third party may enforce any such terms by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

## 6. **DISPUTES**

6.1 Any difference arising between the Parties under this Undertaking (other than a difference as to compensation which is referable to the Lands Tribunal or a difference as to the meaning or construction of the Undertaking) shall be referred to and settled (in the absence of manifest error) by arbitration in the manner provided by article 58 of the Order (Arbitration).

6.2 Any dispute or difference arising between the Parties as to the meaning or construction of this Undertaking shall be referred to and determined by an independent solicitor or barrister of at least 10 years standing acting as an expert and who is experienced in drafting, negotiating and advising upon undertakings similar to this Undertaking, such independent person to be agreed between the Parties or failing such agreement to be nominated by the President or Vice President or other duly qualified officer of the Law Society on the application of either Party.

## 7. **POWERS OF NETWORK RAIL**

7.1 For the avoidance of doubt nothing in this Undertaking shall be taken to detract from any powers of Network Rail, other than powers conferred upon Network Rail under the Order as expressly provided for in this Undertaking.

## 8. **NOTICES**

8.1 Any notice served or given or plans, drawings or documents supplied under or in relation to this Undertaking shall (in the case of a notice) be in writing, shall refer to the relevant provision of this Undertaking and shall in all cases be deemed to be sufficiently given, served or supplied if addressed or supplied to Network Rail or the Company, as the case may be, and sent:

8.1.1 by first class post or registered post to the addresses set out in clauses 8.2 to 8.4 below or to such other address as Network Rail or the Company may from time to time designate by written notice to the other; or

8.1.2 where agreed by the parties by email to the email addresses of Network Rail and the Company set out in clauses 8.2 to 8.4 below or to such other email addresses as Network Rail or the Company may from time to time designate by written notice to the other party.

8.2 Network Rail's address:

Network Rail Programme Manager Integration  
TRU West c/o Bruntwood  
Floor 6  
111 Piccadilly  
Ducie Street

Manchester  
M1 2HY

Email: [notices@networkrail.co.uk](mailto:notices@networkrail.co.uk)

8.3 The Company's address:

Unit 2 Jubilee Way  
Grange Moor  
Wakefield  
West Yorkshire  
England  
WF4 4TD

8.4 Any notice, plan, drawing or document given, served or supplied in accordance with clause 8.1.1 above shall be deemed, in the absence of evidence of earlier receipt, to have been given, served or supplied two days after posting or dispatch, exclusive of the day of posting.

9. **WAIVER**

9.1 The failure to exercise or delay in exercising a right or remedy provided by this Undertaking or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of this Undertaking or a default under this Undertaking does not constitute a waiver of any other breach or default and shall not affect the other terms of this Undertaking.

10. **LAW AND JURISDICTION**

10.1 This Undertaking shall be governed by, construed and enforced in accordance with the law of England and Wales.

**EXECUTED AS A DEED** by  
**NETWORK RAIL INFRASTRUCTURE**

**LIMITED** acting by its attorney  
..... Helen Martin .....

in exercise of a power of attorney dated  
28 May 2021 in the presence of

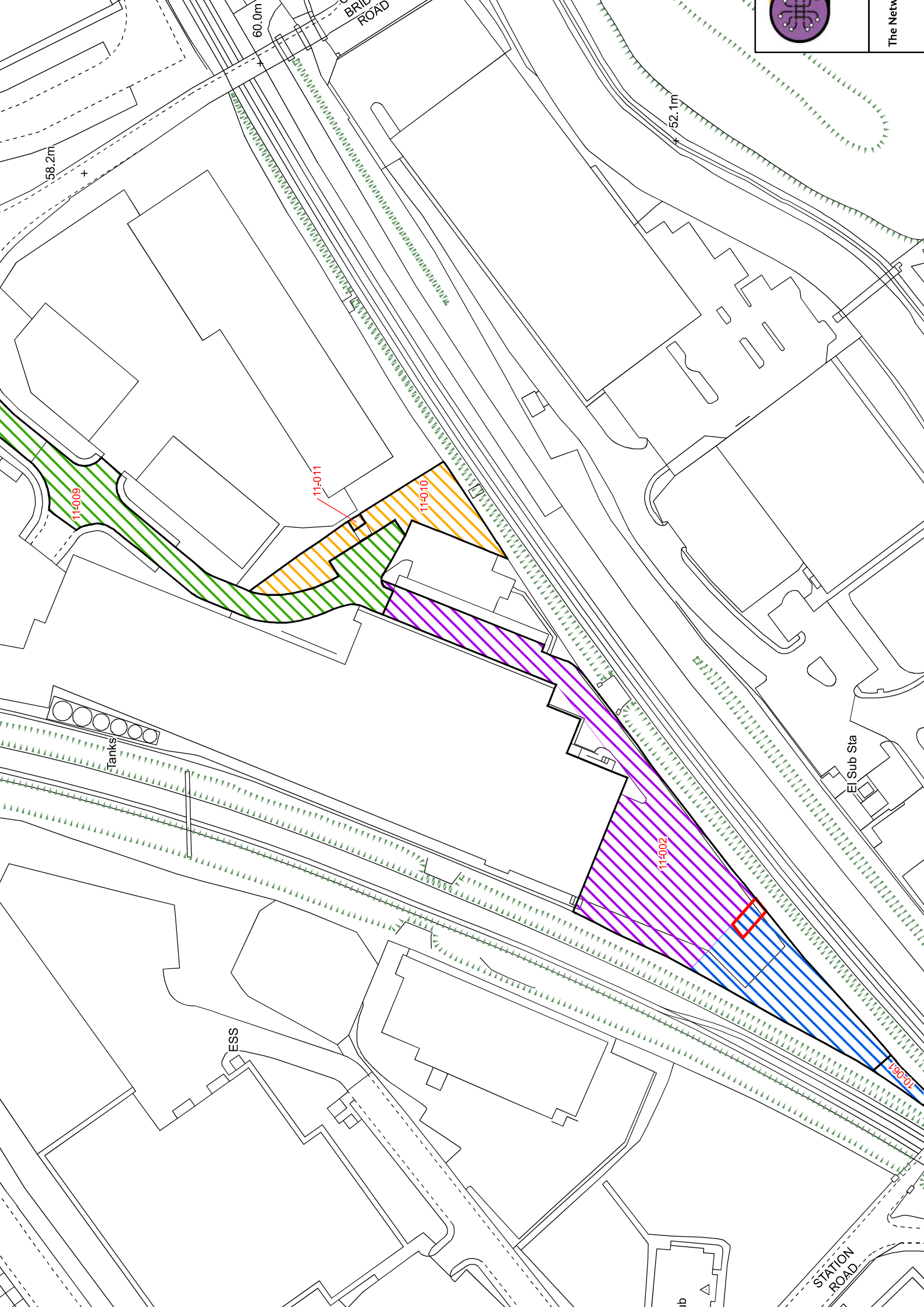
DocuSigned by:  
*Helen Martin*  
.....A83E28805EEC4BD.....  
Acting as attorney for **NETWORK  
RAIL INFRASTRUCTURE LIMITED**

Signature of Witness: .....  
DocuSigned by:  
*Neil Owen*  
.....1DE3A12BD28D45B.....

Name: .....  
Neil Owen

Address: .....  
Network Rail, Waterloo General Offices, Station Approach, London, SE1 8SW

I confirm that I was physically present when ..... Helen Martin ..... signed this  
deed .....  
DocuSigned by:  
*Neil Owen*  
.....1DE3A12BD28D45B.....





INQ/3A  
3 December 2021

**NETWORK RAIL INFRASTRUCTURE LIMITED**

**THE NETWORK RAIL (HUDDERSFIELD TO WESTTOWN (DEWSBURY) IMPROVEMENTS) ORDER (“THE ORDER”)**

**Network Rail Inquiry Document**

**Status of Objectors affected by the Order Compulsory Acquisition Powers – UPDATED 3 DECEMBER 2021**

**Appendix 4**

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**(2) TAURUS INVESTMENT LIMITED**



## TRANSPORT AND WORKS ACT 1992

### THE NETWORK RAIL (HUDDERSFIELD TO WESTTOWN (DEWSBURY) (IMPROVEMENTS) ORDER 20[XX]

#### UNDERTAKING

#### TO

- (1) **MAMAS AND PAPAS LIMITED** (Company Registration No. 04992387) whose Registered Office is at Colne Bridge Road, Huddersfield, West Yorkshire, HD5 0RH ("**Mamas and Papas**"); and
- (2) **TAURUS INVESTMENTS LIMITED** (Company Registration No. 03542409) whose Registered Office is at 2 Clifton Moor Business Village, James Nicolson Link, York, England, YO30 4XG ("**Taurus**")

IN CONSIDERATION of Mamas and Papas and Taurus withdrawing the Objections to the Order and refraining from all further opposition to the Application NETWORK RAIL HEREBY UNDERTAKES that in the event of the Order passing into law in substantially its present form the following provisions shall apply and have effect:-

#### 1. **BACKGROUND**

- 1.1 Network Rail applied on 31 March 2021 under section 6 of the Transport and Works Act 1992 for an Order entitled the "The Network Rail (Huddersfield to Westtown (Dewsbury) Improvements) Order 20[XX]" ("**the Order**") under sections 1 and 5 of that Act to authorise the construction, maintenance and operation of works on the Transpennine Line between Huddersfield and Westtown (Dewsbury), including works to construct a new railway, and the upgrade and reconstruction of the existing railway, railway electrification works and associated works.
- 1.2 Mamas and Papas are the leaseholder of the Property and has an interest in plots 11-018, 11-019, 11-022, 11-024, 11-025, 11-029, 11-031, 11-032, 11-048 as shown on the Deposited Plans and Sections.
- 1.3 Taurus is the freehold owner of the Property and has an interest in plots 10-061, 11-005, 11-006, 11-024, 11-002, 11-009, 11-010, 11-012, 11-017 as shown on the Deposited Plans and Sections.

#### 2. **DEFINITIONS AND INTERPRETATION**

- 2.1 In this Undertaking unless the context otherwise requires, words and expressions have the same meaning as they have in the draft Order and:-

**"Authorised Works"** means the construction of any works which are authorised under the Order;

**"Deposited Plans and Sections"** means those plans and sections deposited with the application for the Order and containing numbered land parcels referred to in the Order;

**"Construction Phasing Plan"** means a plan showing the phasing of the construction of the Authorised Works at the Property;

**"Network Rail"** includes any other person exercising Network Rail's

	powers under the Order;
<b>"the Objections"</b>	means together:-
	(a) the objection submitted by Mamas and Papas dated 17 May 2021; and
	(b) the objection submitted by Taurus dated 17 May 2021.
<b>"Order"</b>	has the meaning given in Recital (A);
<b>"Plan"</b>	means the plan annexed to this Undertaking;
<b>"Pylon"</b>	means the National Grid Pylon at the Property as shown on the Plan;
<b>"Pylon Works"</b>	means the works to the Pylon to be undertaken by National Grid;
<b>"the Property"</b>	means the premises to the east of Colne Bridge Road as shown edged red on the Plan;
<b>"Rear Service Yard"</b>	means the area of land shown hatched purple on the plan; and
<b>"Replacement Car Parking Spaces"</b>	means the replacement car parking spaces to be provided at the Property by Network Rail during the Authorised Works.

2.2 In this Undertaking words imparting:-

2.2.1 the singular include the plural and vice versa; and

2.2.2 one gender includes such other genders as the context shall require.

2.3 Unless the context requires otherwise references:-

2.3.1 to persons include firms companies and corporations and vice versa; and

2.3.2 to a clause is a reference to a clause of this Undertaking.

2.4 The headings in this Undertaking are included for convenience only and shall not affect its interpretation.

2.5 Where any party to this Undertaking comprises two or more persons:-

2.5.1 any obligations on the part of that party contained or implied in this Undertaking shall be deemed to be joint and several obligations on the part of those persons and references to that party shall include references to each or any of those persons; and

2.5.2 references to Network Rail include the agents, servants and contractors of Network Rail and any other person exercising Network Rail's powers under the Order.

- 2.6 References in the Undertaking to any statute or statutory provision shall be taken to include a reference to any re-enactment, consolidation and/or renewal of such statute or statutory provision for the time being in force and any order or regulations made under such statute or statutory provision.
- 2.7 References in this Undertaking to articles and provisions of the Order are taken from the Order as applied for on 31 March 2021 but shall be modified as far as may be necessary to reflect changes in the Order as made.
- 2.8 This Undertaking represents the entire agreement between the parties and supersedes any other agreement or undertaking.

### 3. **NETWORK RAIL COMMITMENTS**

#### *Notice*

- 3.1 Network Rail shall provide six months' written notice to Mamas and Papas and Taurus in advance of taking temporary possession of any of the Property identified on the Plan.

#### *Parking Spaces*

- 3.2 Network Rail shall undertake the construction of the Replacement Car Parking Spaces in accordance with the Construction Phasing Plan which will be shared with Mamas & Papas and Taurus in advance and which shall be in the position indicatively illustrated edged blue and hatched orange on the enclosed plan.
- 3.3 Network Rail shall seek to provide as many Replacement Car Parking Spaces during the Authorised Works to be undertaken at the Property as is reasonably possible within the area hatched orange on the Plan.

#### *Schedule of Condition*

- 3.4 Network Rail will carry out and produce a photographic schedule of condition on any land temporarily possessed;
- 3.4.1 prior to taking temporary possession of that land; and
- 3.4.2 on completion of the authorised works.
- 3.5 The schedule of condition undertaken shall be shared with Mamas and Papas and Taurus.

#### *Access*

- 3.6 In its exercise of the powers conferred by the Order, Network Rail shall not prevent access and egress for Mamas & Papas deliveries and customers to the Property during the construction of the Authorised Works, save where access is required to be placed under traffic management or light controls or where temporary possession of the Rear Service Yard is required for the construction of the Authorised Works and for the purposes of crane assembly and disassembly and any Pylon Works in the area indicatively hatched purple on the Plan.
- 3.7 Before commencement of any Authorised Works or the implementation of traffic management or light controls on the access route to the Rear Service Yard or works to be undertaken in the Rear Service Yard, 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.

#### *National Grid Pylon Works*

- 3.8 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.
- 3.9 Network Rail anticipates a laydown area and a working site area around the Pylon will be required at the Property as illustrated indicatively hatched yellow on the Plan with access and egress required between points A and B.
- 3.10 During the works to be undertaken to the Pylon and wires a working site area will be required within Rear Service Yard within the area hatched purple underneath the electric wires to facilitate the safe delivery of those works and for the safety and protection of the building occupiers and users of the Rear Yard.
- 3.11 Network Rail shall engage with Mamas and Papas and Taurus in relation to the Pylon Works to minimise so far as reasonably practicable any disruption to operations at the Property.

#### *General*

- 3.12 In undertaking the Authorised Works at the Property, Network Rail shall seek to minimise so far as reasonably practicable any disruption caused to the operation of the Property in line with the provisions of this Undertaking.

#### **4. COSTS**

- 4.1 Subject to clause 4.2, Network Rail will meet the reasonable professional surveyor's costs properly incurred, to a fixed cap of [REDACTED] associated with the negotiation of the Undertaking.
- 4.2 Clause 4.1 is subject to:
- 4.2.1 the completion of this Undertaking;
  - 4.2.2 the withdrawal of the Objections; and
  - 4.2.3 Mamas and Papas and Taurus providing Network Rail with copies of relevant invoices and supporting narratives, documenting the fees incurred.
- 4.3 For the avoidance of doubt, the obligation in clause 4.1 does not relate to fees incurred in the submission of the Objection, or attendance at Public Inquiry.

#### **5. RIGHTS OF THIRD PARTIES**

- 5.1 Only Mamas and Papas and Taurus may enforce the terms of this Undertaking and no other third party may enforce any such terms by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

#### **6. DISPUTES**

- 6.1 Any difference arising between the Parties under this Undertaking (other than a difference as to compensation which is referable to the Lands Tribunal or a difference as to the meaning or construction of the Undertaking) shall be referred to and settled (in the absence of manifest error) by arbitration in the manner provided by article 58 of the Order (Arbitration).
- 6.2 Any dispute or difference arising between the Parties as to the meaning or construction of this Undertaking shall be referred to and determined by an independent solicitor or barrister of at least 10 years standing acting as an expert and who is experienced in drafting, negotiating and advising upon undertakings similar to this Undertaking, such independent person to be agreed between the Parties or failing such agreement to be nominated by the President or Vice President or other duly qualified officer of the Law Society on the application of either Party.

7. **POWERS OF NETWORK RAIL**

- 7.1 For the avoidance of doubt nothing in this Undertaking shall be taken to detract from any powers of Network Rail, other than powers conferred upon Network Rail under the Order as expressly provided for in this Undertaking.

8. **NOTICES**

- 8.1 Any notice served or given or plans, drawings or documents supplied under or in relation to this Undertaking shall (in the case of a notice) be in writing, shall refer to the relevant provision of this Undertaking and shall in all cases be deemed to be sufficiently given, served or supplied if addressed or supplied to Network Rail or Mamas and Papas or Taurus, as the case may be, and sent:

8.1.1 by first class post or registered post to the addresses set out in clauses 8.2 to 8.4 below or to such other address as Network Rail or Mamas and Papas or Taurus may from time to time designate by written notice to the other; or

8.1.2 where agreed by the parties by email to the email addresses of Network Rail and Mamas and Papas and Taurus set out in clauses 8.2 to 8.4 below or to such other email addresses as Network Rail or Mamas and Papas or Taurus may from time to time designate by written notice to the other party.

- 8.2 Network Rail's address:

Network Rail Programme Manager Integration  
TRU West c/o Bruntwood  
Floor 6  
111 Piccadilly  
Ducie Street  
Manchester  
M1 2HY

Email: [notices@networkrail.co.uk](mailto:notices@networkrail.co.uk)

- 8.3 Mamas and Papas address:

Colne Bridge Road,  
Huddersfield,  
West Yorkshire,  
HD5 0RH

- 8.4 Taurus address:

2 Clifton Moor Business Village,  
James Nicolson Link,  
York,  
England,  
YO30 4XG

- 8.5 Any notice, plan, drawing or document given, served or supplied in accordance with clause 8.1.1 above shall be deemed, in the absence of evidence of earlier receipt, to have been given, served or supplied two days after posting or dispatch, exclusive of the day of posting.

9. **WAIVER**

- 9.1 The failure to exercise or delay in exercising a right or remedy provided by this Undertaking or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of this Undertaking or a default under this Undertaking does not constitute a waiver of any other breach or default and shall not the affect the other terms of this Undertaking.

10. **LAW AND JURISDICTION**

10.1 This Undertaking shall be governed by, construed and enforced in accordance with the law of England and Wales.

**EXECUTED AS A DEED** by  
**NETWORK RAIL INFRASTRUCTURE**  
**LIMITED** acting by its attorney  
.....Helen Martin.....

in exercise of a power of attorney dated  
28 May 2021 in the presence of

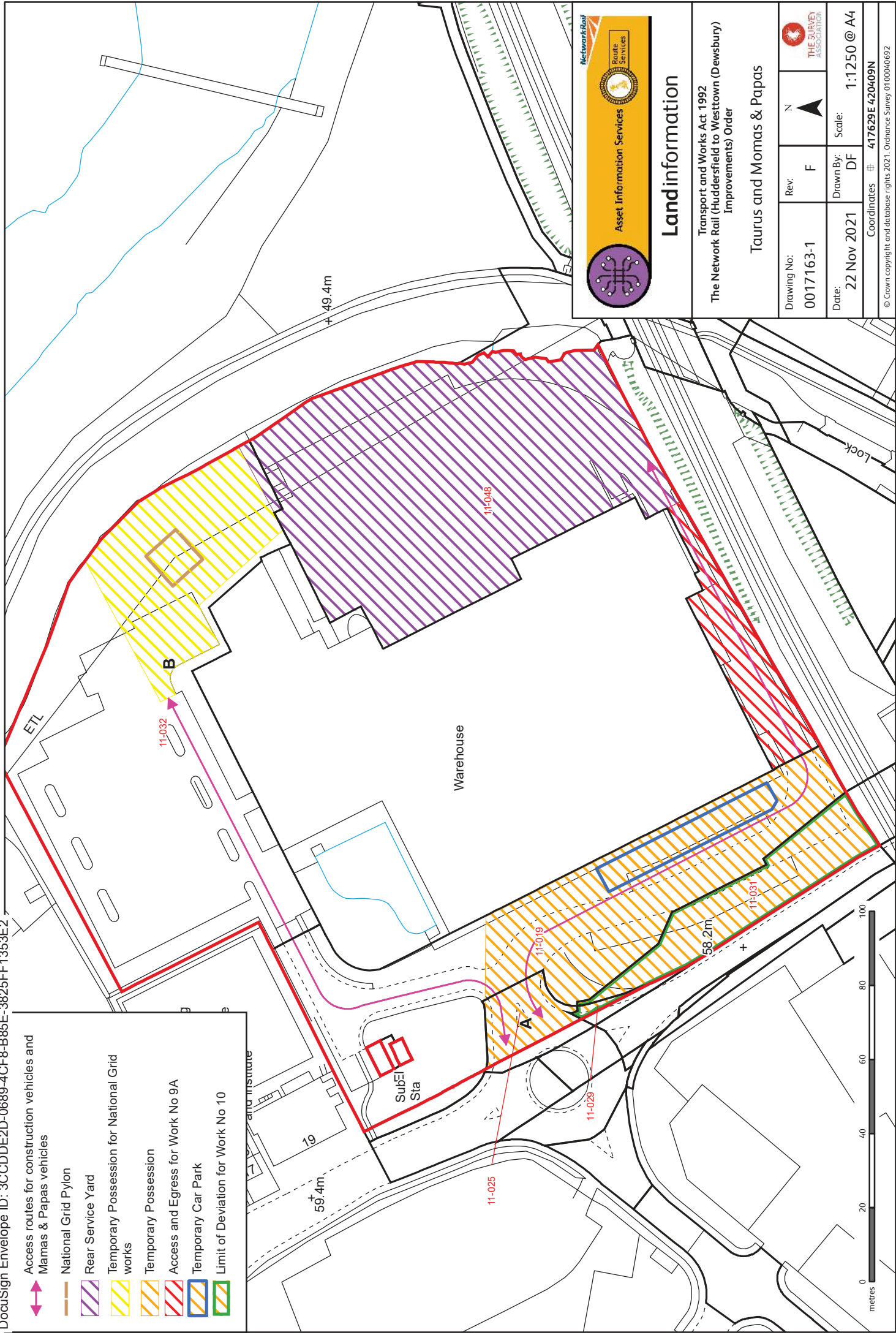
DocuSigned by:  
Helen Martin  
A83E2B6D5EEC4BD...  
Acting as attorney for **NETWORK**  
**RAIL INFRASTRUCTURE LIMITED**

Signature of Witness: .....  
Neil Owen  
1DE3A12BD28D45B...




Name: .....  
Neil Owen

Address: .....  
Network Rail, Waterloo General Offices, Station Approach, London, SE1 8SW

I confirm .....  
deed .....  
DocuSigned by:  
Neil Owen  
1DE3A12BD28D45B...  
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- Access routes for construction vehicles and Mamas & Papas vehicles
- National Grid Pylon
- Rear Service Yard
- Temporary Possession for National Grid works
- Temporary Possession
- Access and Egress for Work No 9A
- Temporary Car Park
- Limit of Deviation for Work No 10



### Land information

Transport and Works Act 1992  
The Network Rail (Huddersfield to Westtown (Dewsbury Improvements) Order

Taurus and Momas & Papas

Drawing No:	Rev:	N	
0017163-1	F		
Date:	Drawn By:	DF	Scale:
22 Nov 2021			1:1250 @ A4
Coordinates		417629E 420409N	

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INQ/3A  
3 December 2021

**NETWORK RAIL INFRASTRUCTURE LIMITED**

**THE NETWORK RAIL (HUDDERSFIELD TO WESTTOWN (DEWSBURY) IMPROVEMENTS) ORDER (“THE ORDER”)**

**Network Rail Inquiry Document**

**Status of Objectors affected by the Order Compulsory Acquisition Powers – UPDATED 3 DECEMBER 2021**

**Appendix 5**





Rachel Cowper  
Dewsbury Riverside Limited  
Thorp Arch Grange  
Thorp Arch  
Wetherby  
LS23 7BA

Network Rail  
6<sup>th</sup> floor  
111 Piccadilly  
Manchester  
M1 2HY

5 July 2021

Our ref: 151667-TSA-00-TRU-LTR-W-LP-  
000782:

Dear Sir/Madam

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

We are in receipt of your letter of objection (“the Objection”) submitted to the Transport Infrastructure Planning Unit on 17<sup>th</sup> May 2021, in respect of the powers sought in the Order.

We will aim to address each ground for objection in turn as they appear in your objection letter. Each response reflects the position communicated to you by Network Rail in the previous engagement between Berkeley DeVeer (now Dewsbury Riverside Land (DRL)) and Network Rail, which has been on-going since November 2020. This position was stated in a letter sent to Berkeley DeVeer (Rachel Cowper) on 26 March 2021.

**Ground 1 – Effect of the Order on the DRL junction (in relation to the approved planning permission for 120 dwellings)**

As Network Rail have previously highlighted, the Order scheme does not impact the land that accommodates the 120 units included in reserved matters application 2021/91759 (“the Reserved Matters Application”). However, the Order does seek compulsory powers over the land that has been identified as the location for access to that site and referred to in the Objection as “the DRL junction”. Through the design and consultation stages prior to the application for the Order the area identified for the DRL junction was in the control of the previous owner, and despite various requests through Land Information Questionnaires, the concept of the access, and any plans for it, had not been disclosed to Network Rail. As such the Order proposals do not take into account the aspirations that DRL have as regards the DRL junction on that land. As identified in the Objection, outline planning permission 2016/60/94118/E (“OPP”) was granted in 2017, and as of 2020 were not implemented. That it was extended is down to the Covid-19 extension to permissions, as opposed to any application or incentive on the part of the developer.

As was made clear in previous correspondence and in meetings, should DRL wish to implement the Planning Permission, and construct the new access and form the DRL junction, Network Rail is committed to continue to work with DRL to ensure that access to the site is always maintained, and the site remains developable.

The Order scheme at this location will entail considerable construction work over the course of five years. It may be necessary during the course of the construction works to provide alternative access arrangements in order to allow for road and utility diversions. However, Network Rail is prepared to offer a commitment to DRL that access to the OPP DRL site will be maintained at all times, should it be developed in advance of, or during the Network Rail works.

Network Rail will work with DRL to find an appropriate solution to the access to the residential development should the Secretary of State decide to confirm the Order. Network Rail do not want to preclude any construction of the site activities commencing upon the Reserved Matters Application being granted on the site.

### **Grounds 2 & 3 – Effect on wider DRL land and ability to deliver the Masterplan**

As part of the works proposed in the Order, extensive utility diversions and removals are required, as referred to in your letter, along with significant highway amendments to accommodate the grade separated junction. These works as proposed affect the area owned by DRL and are part of the wider Dewsbury Riverside Masterplan area, which has an aspiration for 4,000 dwellings and associated services, but only 120 dwellings are currently consented.

As noted in Ground 1 above, the TWAO works will not preclude the development of the 120 units. The Network Rail Roundabout (as defined in the Objection) is required in order to minimise the land take and impact of the Order scheme, on both the DRL area south of the railway, and also landowners and businesses to the North of the railway. As Network Rail have explained in the course of discussions with you over the past eight months, the design is the output of the extensive optioneering process employed pre-submission of the Order so to secure the optimum scheme. As the Network Rail Roundabout is part of the Order scheme and the powers sought in the Order can only be justified in the delivery of that scheme, it is not designed to facilitate aims of the Dewsbury Riverside Masterplan. However, as previously highlighted, and confirmed with discussions with DRL, the Network Rail Roundabout as proposed in the Order can accommodate a fourth arm in the future, should the need arise, to serve the Dewsbury Riverside development. The design of the Network Rail Roundabout is such that it can be increased in size, and used as one of the strategic highway interventions, required for delivery of the 4,000 homes planned in the Dewsbury Riverside Masterplan at a point in the future. In this way, the Order application does not stop, inhibit, or block the development of Dewsbury Riverside.

Network Rail can reassure DRL that whilst detailed design is ongoing, a significant amount of surveys with regard site topography, ground conditions and constraints, has already been undertaken, and factored into the design. These surveys provide confirmation that a fourth arm to the Network Rail Roundabout can be accommodated in the future should Kirklees or any third party developer wish to progress it.

The TRU programme, and works in the Dewsbury Riverside location, will benefit the area. For the reasons listed below it will assist in making it a more viable prospect for developers. This potentially could revive the Masterplan that has been in the local area for several years without any significant or demonstrable progress. Some benefits from the Scheme include:

- The relocation of Ravensthorpe Station 300m closer into the Masterplan area;
- Train services will be greatly improved, with faster, more reliable and more frequent services to Manchester and Leeds, with the potential introduction of a direct Wakefield service, further reducing the time it would take to travel to London;
- Utilities in the area are being rationalised and will further increase developable area with the Masterplan area; and One of the proposed strategic highway interventions required, a roundabout adjacent to the railway, will in part, be delivered.

The point has been made before that it is normally the case, where an infrastructure scheme facilitates development in an area, that Network Rail would pursue shared value discussions with developers over any part of that scheme that might be used to bring forward part of the development and look to recover some investment for the UK taxpayer. To date, Network Rail have not progressed such discussions with BDV, but reserve the right to in the future.

Network Rail do not consider that Plan 6 (at Appendix 6 to the Objection) accurately reflects the extent of land-take required should a fourth arm to the Network Rail Roundabout be progressed. Network Rail is committed to work with DRL to find a solution to provide access and also minimise impacts on the land in the vicinity of the Network Rail Roundabout. If required, Network Rail are confident that a solution to provide access to the Reserved Matters Application area can be accommodated without the need for a fourth arm, and are committed to exploring that option.

#### **Ground 4 – Effect of Exchange Land on Developable area**

Network Rail and DRL have engaged at length on the land proposed for acquisition as replacement open space. It was Network Rail's understanding that in altering the Order proposals for this replacement open space that DRL's position had been accommodated. The Order scheme necessarily takes into account all factors of the vicinity and due to the nature of the works and the surrounding area it has not been possible to identify replacement public open space land required directly adjacent to the public open space that is proposed to be acquired. Network Rail has worked hard with Kirklees Council representatives, taking into consideration the Order scheme works proposed (specifically the relocated Ravensthorpe station and the footpath and bridleway diversions which will be undertaken) to identify replacement public open space which offers the potential to provide a significantly improved consolidated open space to the current more fragmented areas. Therefore, the area as marked up within the DRL land, and a second site nearby, are proposed as the optimum sites to replace open space that will be required to implement the Order scheme proposals.

The shape and exact location of this exchange land was amended through consultation with DRL prior to submission, and now occupies an area that was understood to be more appropriate for DRL, and limited the disruption to the developable area as far as practicable. The exchange land proposals have been accepted by Kirklees Council as representing the optimum solution for the area.

With the rationalisation of the utilities in the area as part of the Order scheme, it should be noted that this will present other opportunities for development, which would otherwise be constrained.

#### **Ground 5 – Effect of the Draft Order on developable area of DRL Land (Work No. 15)**

The land identified on the Plans submitted with the Order as plot numbers 21-027 and 21-044 are within the Limited of Deviation (LOD) of Work No. 15 (railway) and Work No. 17 (A Realignment of Calder Road). Schedule 2 to the Order identifies land which is required for ancillary works, for the specific purpose listed in that Schedule and authorised by article 8 of the Order. Schedule 16 of the Order identifies land over which powers to temporarily occupy and carry out temporary works are sought, and authorised by article 34 of the Order. Neither is the case for plot numbers 21-027 and 21-044, in relation to which it is proposed that works for the delivery of Work No. 15 and Work no. 17 are implemented.

#### **Other Matters**

The table below provides details on the plots listed in paragraph 50 of your response. All except one of these plots is within the LOD for a Scheduled Work and therefore the powers of acquisition for this land are detailed in Article 26, (1), (a) of the Draft Order. Plot 21-031 is to be required under Schedule 2 (acquisition of certain lands for ancillary works) as part of the permanent utility diversion works proposed in the area.

<b>Plot</b>	<b>Reason for Acquisition</b>
19-031	LOD for Work No. 15
19-033	LOD for Work No. 15
21-007	LOD for Work No. 15
21-009A	LOD for Work No. 17 and Work No. 17A

21-012	LOD for Work No. 15
21-016	LOD for Work No. 17 and Work No. 17A
21-027	LOD for Work No. 15 and Work No. 17
21-031	Permanent utility diversions (under Schedule 2)
21-033a	LOD for Work No. 17 and Work No. 17A
21-034	LOD for Work No. 17 and Work No. 17A
21-036	LOD for Work No. 15 and Work No. 17
21-044	LOD for Work No. 15 and Work No. 17
21-053	LOD for Work No. 15 and Work No. 17
21-054	LOD for Work No. 17 and Work No. 17A

Paragraph 51 of the Objection identifies the need for DRL to understand the full extent of the Scheme proposals, particularly in the context of the Network Rail Roundabout. Network Rail is committed to on-going engagement in order to achieve this objective.

### Conclusion

The Order scheme as applied for delivers on the requirements from government, whilst also delivering best value for taxpayer, ensuring that opportunities are realised where appropriate, and certainly not prevented from occurring in the future.

The Order scheme will deliver a transformational rail scheme for the north, whilst also delivering local infrastructure improvements in order to facilitate the works. The construction of a new 'access for all' station at Ravensthorpe, and including a dedicated drop off area and better linkages into the proposed Dewsbury Riverside area, is a significant improvement to the current transport arrangement in the area.

The infrastructure to facilitate the works, along with the need to limit the impacts on landowners and businesses north and south of the railway, has informed and driven a roundabout solution to maintain the railway crossing. The roundabout is not designed to accommodate 4,000 aspirational residential units, along with associated services and construction traffic, but it is capable of being extended and accommodating a fourth arm, to serve such a purpose, should the need arise in the future from third party developers or Council permissions.

Network Rail are committed to working with DRL to provide clarity on all land plots and the requirements across each of them and would like to arrange a meeting as soon as practicable to discuss this, along with how to maintain access to the currently consented, but yet to be constructed, 120 units.

Yours faithfully

David Vernon  
**Senior Sponsor**  
**Network Rail**

## Brown, Michelle

---

**From:** EXTL: Vernon David <david.vernon@carterjonas.co.uk>  
**Sent:** 01 December 2021 15:12  
**To:** Penny Carter  
**Subject:** FW: Dewsbury Riverside  
**Attachments:** 151667-TSA-00-TRU-CNT-W-LP-000317 Dewsbury Riverside Access.pdf

Classification L2 - Business Data

David Vernon  
Partner

# Carter Jonas

T: 0113 203 1087 x4087 | M: 07824 508489 | [carterjonas.co.uk](https://carterjonas.co.uk)  
9 Bond Court, Leeds, LS1 2JZ



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**From:** Vernon, David  
**Sent:** Friday, 08 October 2021 14:32  
**To:** Rachel Cowper <Rachel@berkeleydeveer.co.uk>  
**Subject:** Dewsbury Riverside

Hi Rachel

Apologies for the delay in getting this over to you

Please find attached a note regarding the current access to the consented 120 units at Dewsbury Riverside, and how that access will be provided during and post the TRU activities if the Order is made. Also included is detail re the proposed roundabout

Any queries please do not hesitate to contact me.

Kind regards

David

Classification L2 - Business Data

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Carter Jonas LLP  
Place of Registration: England and Wales  
Registration Number: OC304417  
Address of Registered Office: One Chapel Place, London, W1G 0BG.

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

---

***Dewsbury Riverside Highway Access***

Document Reference	151667-TSA-00-TRU-CNT-W-LP-000317
Author	Network Rail
Date	06 October 2021

**The Network Rail (Huddersfield to Westtown (Dewsbury) Improvements) Order 06 October 2021**

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## **1. INTRODUCTION**

### **1.1 Background**

- 1.1.1 This Technical Note has been prepared to demonstrate how access to the proposed development of 120 homes at the land of Ravensthorpe Road ('the Development' can be accommodated as part of the Network Rail (Huddersfield to Westtown (Dewsbury) Improvements) Order ('the Order').
- 1.1.2 The proposed design submitted as part of the Order did not show an access to the south-east to facilitate access to the Development, which has Outline Planning Permission (OPP) and is subject to an ongoing reserved matters application (at the time of writing). Access to the 120 homes, could however, be provided.
- 1.1.3 Details of this are provided in this note and include:
- Details of the proposed access from the realignment Ravensthorpe Road.
  - Details of how access to the wider Dewsbury Riverside Masterplan could be accommodated from the proposed roundabout.
  - How the land requirements for the accesses fit with the Order.

### **1.2 Proposed Works**

- 1.2.1 To provide sufficient vertical clearance to the fast lines for trains and the OLE, it is proposed as part of the Order to construct the new Calder Road overbridge at a higher level than existing with the highway approaches on either side modified to suit. It is not possible to reconstruct the Calder Road overbridge on its current highway alignment without significantly increasing the vertical gradients on each approach to the bridge. This would also result in a reduced vertical alignment geometry other the bridge and forward visibility.
- 1.2.2 The new bridge is to be constructed to the west of the existing bridge alignment. The level and vertical geometry of the fast lines gradually fall in this direction, reducing the level at which the replacement bridge needs to be constructed. This helps minimise the overall level gain between the River Calder bridge and the new Calder Road railway overbridge, helping to minimise the approach geometry and gradients on either side of the bridge.
- 1.2.3 The highway, as included in the Order, is provided in Appendix A, and would comprise the following:
- 7.3m wide carriageway over the new Calder Road overbridge, tying back into the existing carriageway at the Calder River bridge to the north.

- 3m wide footways on either side of the carriageway.

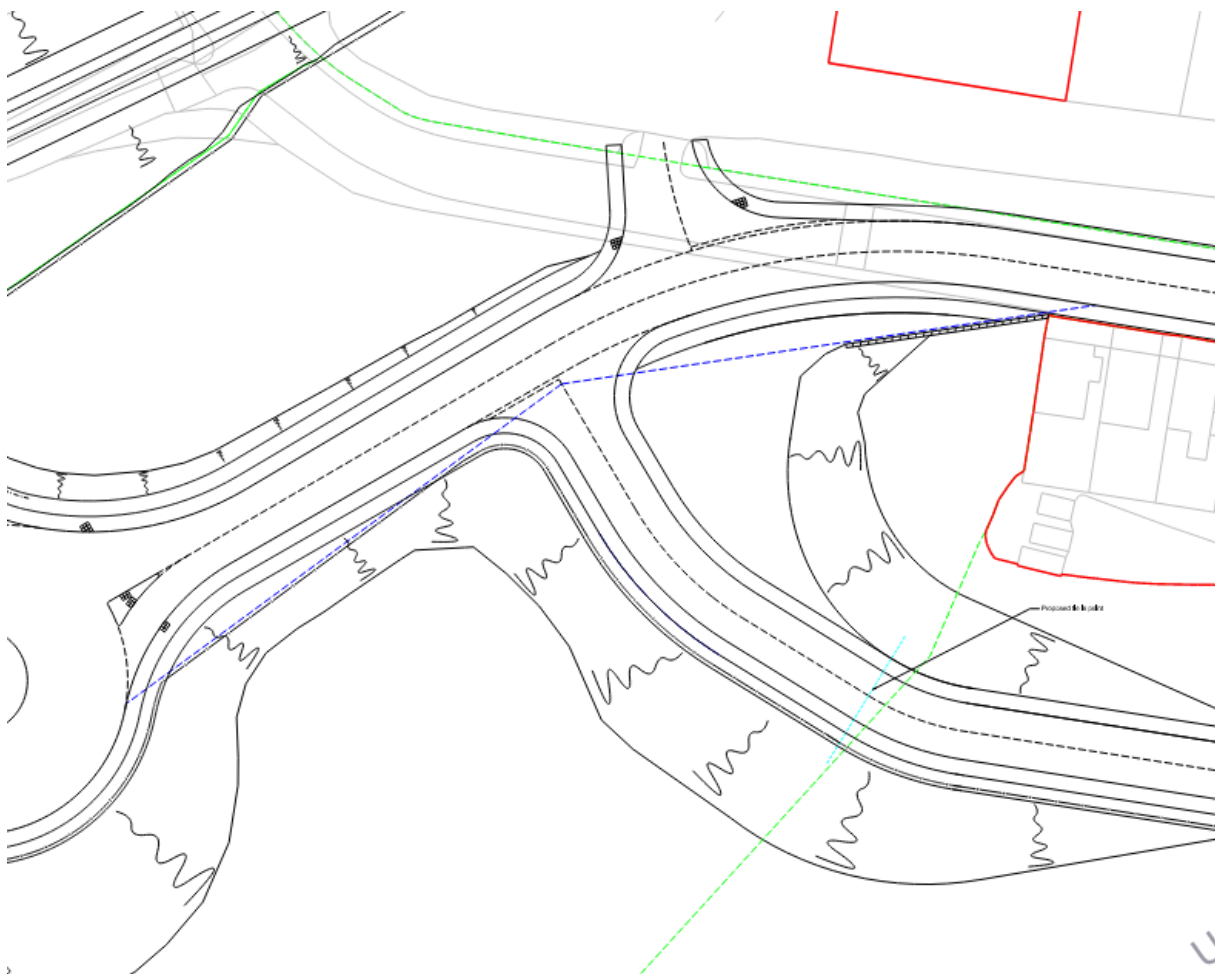
- 1.2.4 This is an overall improvement on the existing highway which provides a carriageway width of approximately 7.3m and a footway width of approximately 1.6m on the eastern side of the bridge. A narrow verge is also provided on the western side of the structure.
- 1.2.5 The proposed highway realignment includes a roundabout to the south of the railway. This is included to minimise third-party land use as far as reasonably practicable and to avoid the need for tight bends in the horizontal geometry where it ties back into Ravensthorpe Road. The new Ravensthorpe Station is accessed via the roundabout and access to existing third-party properties are maintained.

## 2. ACCESS TO THE DEVELOPMENT

### 2.1 Access from Ravensthorpe Road

2.1.1 As noted in Section 1.1, the proposed design submitted as part of the Order did not show an access to the south-east to facilitate access to the Development, should it be required. Access to the 120 homes, could however, be provided as shown on Figure 1 (full drawing is provided in Appendix A). This shows a new access onto Ravensthorpe Road which could be incorporated into the realignment of Ravensthorpe Road.

Figure 1: Proposed Access to the Development from Ravensthorpe Road

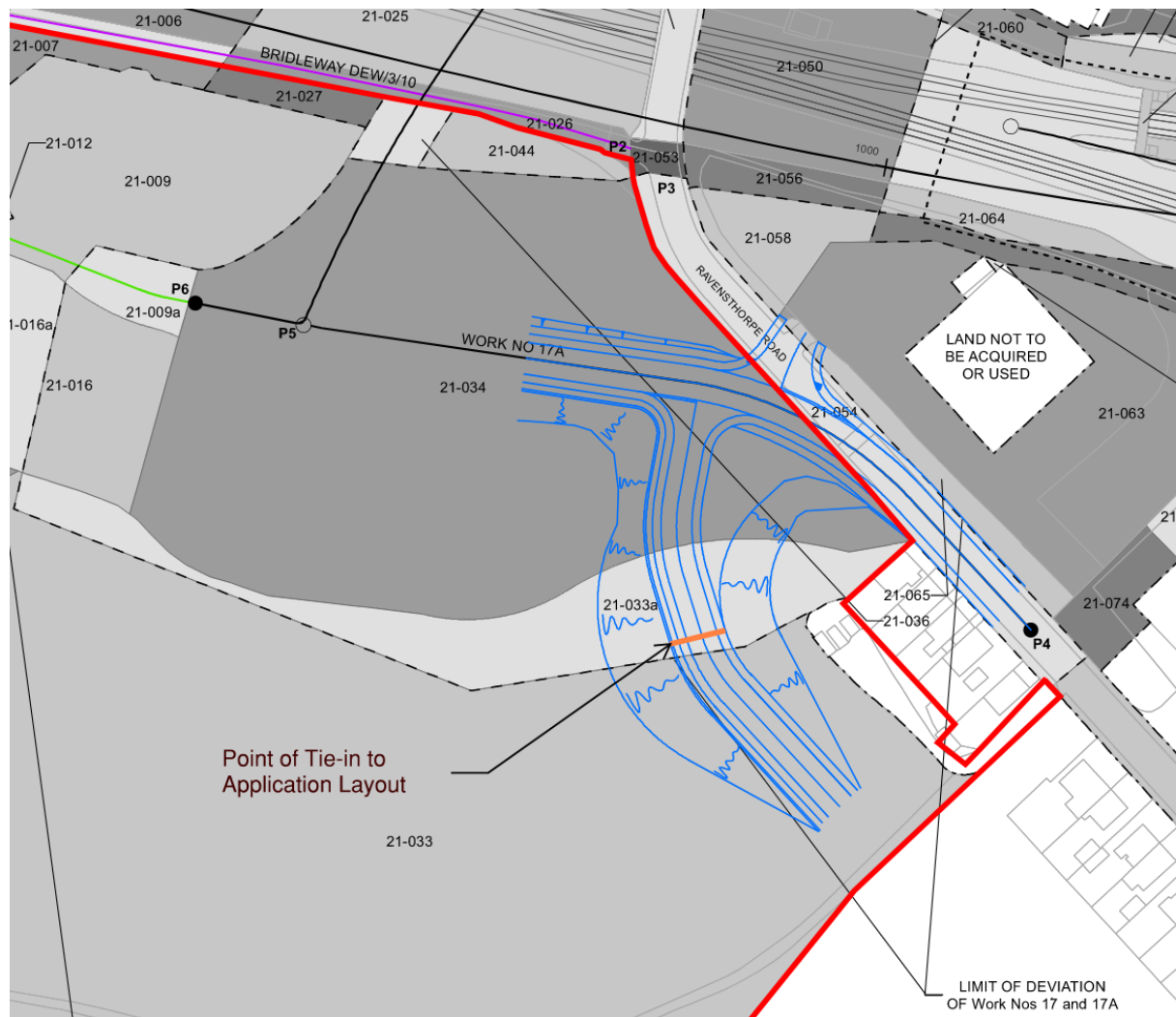


2.1.2 The design of the access road would achieve 70m visibility splays to the east and west to allow for all movements to be undertaken. This would be subject to technical approval from Kirklees Council.

2.1.3 The access would be provided as part of the Scheme should construction of the 120 homes have commenced or should access be required for any completed homes or could be provided following completion of the Scheme should the Development come forward following the Scheme works.

2.1.4 The layout could be provided within the Limit of Deviation (LOD) for Work No. 17 and Work No. 17A as submitted in the Order as shown on Figure 2 (full drawing is provided in Appendix A), tying back in the alignment proposed as part of the OPP within the LOD.

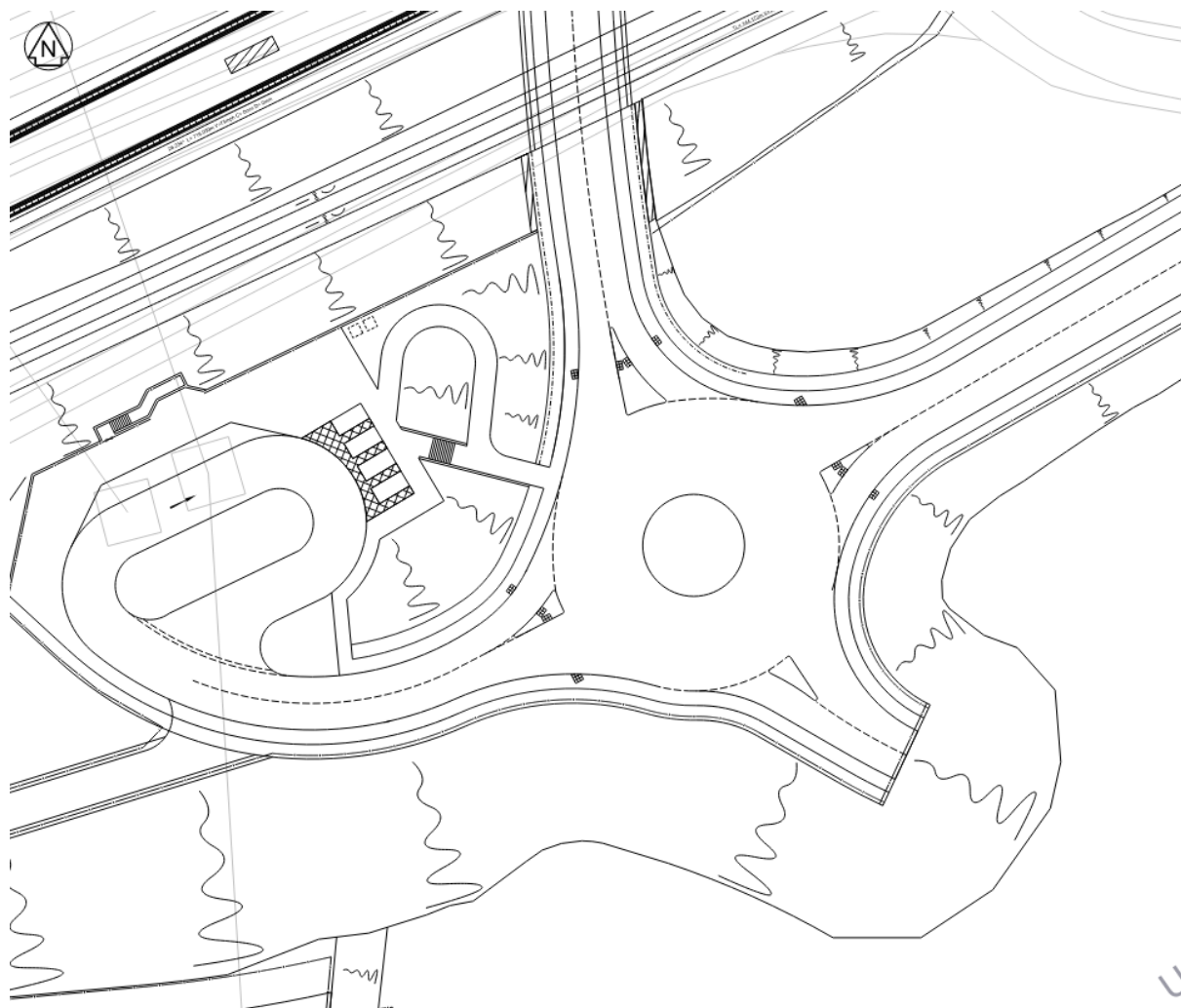
**Figure 2: Access to the Development overlaid on Deposited Plan (Sheet 21)**



## 2.2 Access from the Proposed Roundabout

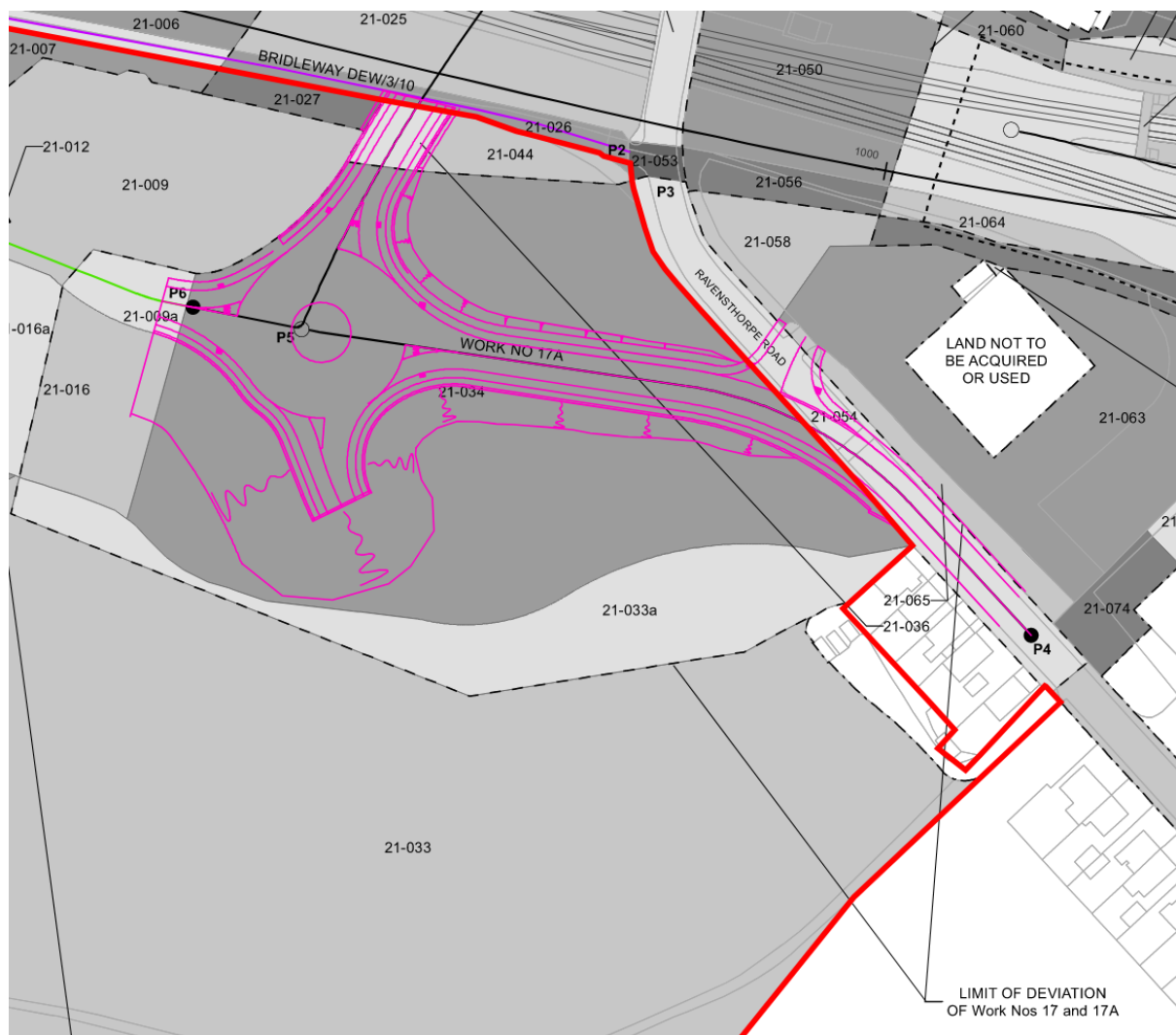
2.2.1 Consideration has been given to how the provision of a fourth arm on roundabout submitted as part of the Order could be provided to enable access to the wider Dewsbury Riverside allocation, if required. An indicative arrangement for a connection to the roundabout is shown on Figure 3.

Figure 3: Enabled Access from the Roundabout



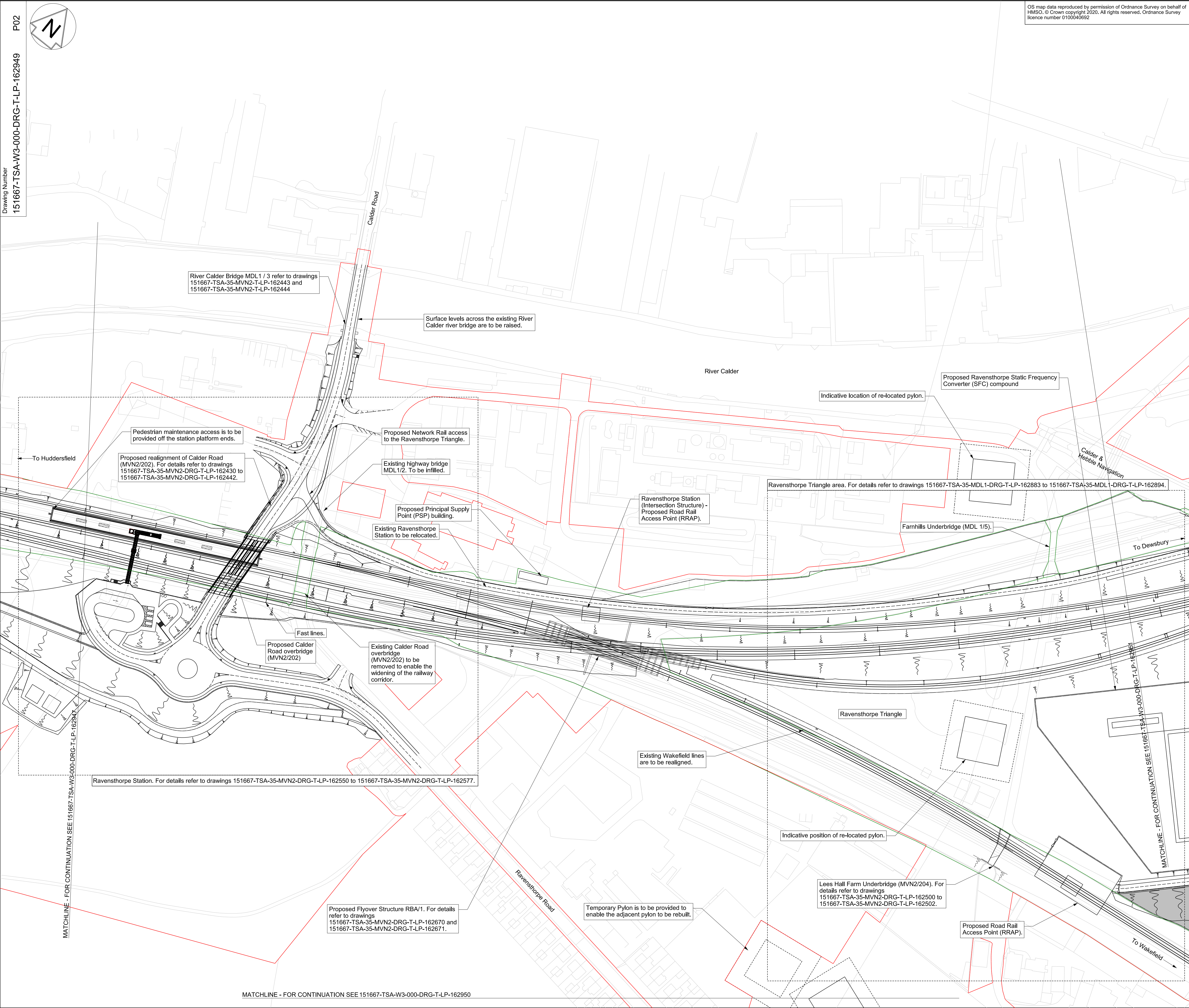
2.2.2 The layout could be provided within the (LOD) for Work No. 17 and Work No. 17A as submitted in the Order, as shown on Figure 4 (full drawing is provided in Appendix A).

Figure 4: Enabled Access from the Roundabout overlaid on Deposited Plan (Sheet 21)

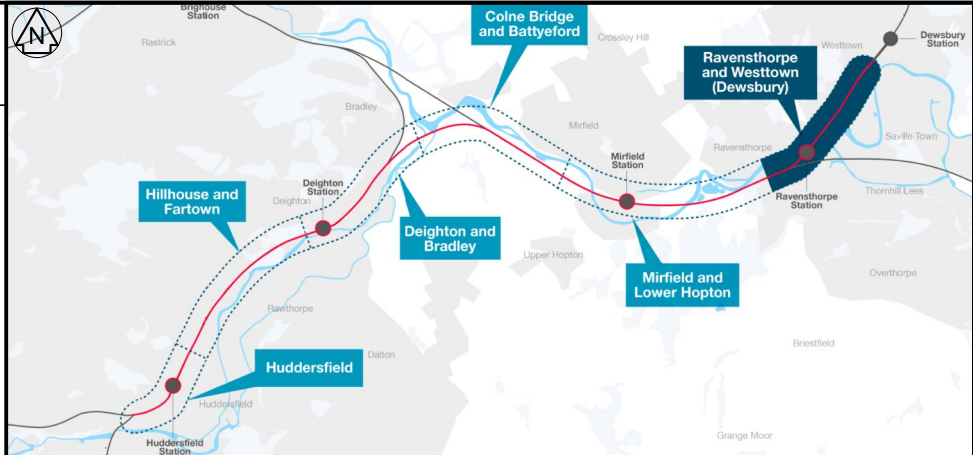


## **APPENDIX A – DRAWINGS**





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- Legend**
- Existing Network Rail Boundary
  - Planning Application Boundary
  - Proposed Rail Infrastructure
  - Illustrative Overhead Line Equipment

- Notes**
- All dimensions are in millimetres unless stated otherwise.
  - Do not scale from this drawing.
  - Overhead Line Equipment (OLE) shown indicatively only. For typical details refer to drawing 151667-TSA-W3-000-DRG-T-LP-162970.
  - In constructing or maintaining the works identified as Scheduled Works in Schedule 1 of the Network Rail (Huddersfield to Westtown (Dewsbury) Improvements) Order Network Rail may deviate from the dimensions shown on this drawing to the extent permitted by the Order.
  - Overhead Line Equipment (OLE) is only shown on route drawings (refer to drawings 151667-TSA-W3-000-DRG-T-LP-162930 to 151667-TSA-W3-000-DRG-T-LP-162953) and for Listed Building Consent structures.
  - This drawing is to be read in conjunction with drawings:  
151667-TSA-W3-000-DRG-T-LP-162930  
151667-TSA-W3-000-DRG-T-LP-162931  
151667-TSA-W3-000-DRG-T-LP-162932  
151667-TSA-W3-000-DRG-T-LP-162933  
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P01	17/03/21	Second Issue	EC	CW	JH
P02	19/03/21	Second Issue	EC	CW	JH
Rev	Date	Description of Revisions	Drawn	Chkd	Appr
Status					Suitability
					D3



Authorised T.Rivero Signed Electronically Signed Date 2021/03/19

Contractor(s)	TRU West Alliance
Location	MULTIPLE ELR
Type	CAD Drawing
Sub-type	
Role	Town and Country Planner
Sub-Role	General
Zone	Project W3 Holistic
Phasing	Proposed
Grip Stage	0

**Transpennine Route Upgrade**

Contract No. 151667

Contract Title West of Leeds

Drawing Title Planning Drawing Route Drawing Sheet 20 of 24

Designed	J.Titley	Signed	Electronically Signed	Date	18/03/21
Drawn	E.Chatters	Signed	Electronically Signed	Date	18/03/21
Checked	C.Williams	Signed	Electronically Signed	Date	18/03/21
Approved	J.Haigh	Signed	Electronically Signed	Date	18/03/21
Scale(s)	1:1250	ELR & Mileage	0 to 0		
Alternative Reference				Sheet	20 of 24
Drawing Number	151667-TSA-W3-000-DRG-T-LP-162949			Revision	P02

Published

Published

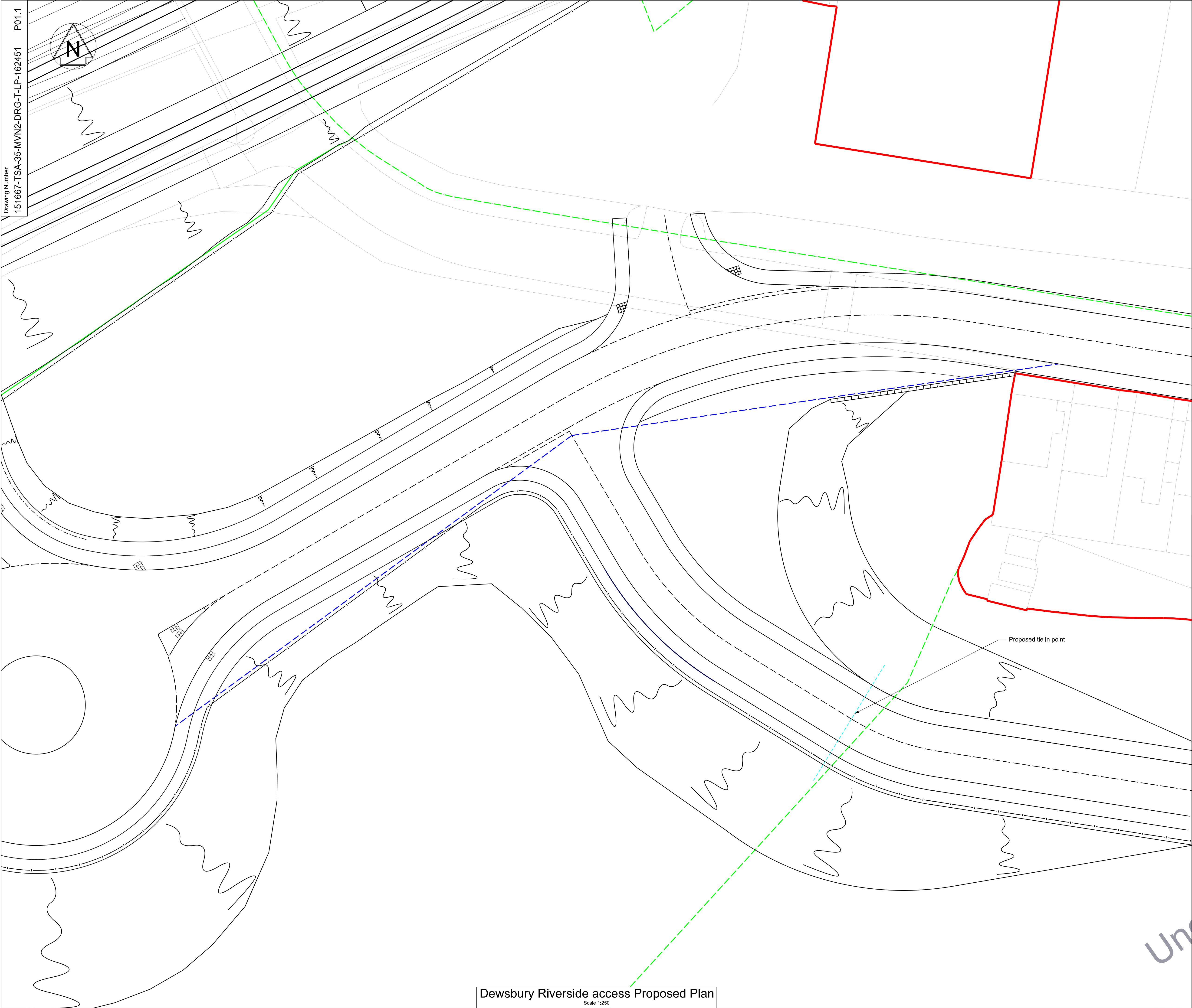
Published

Published

Published

Published





Dewsbury Riverside access Proposed Plan  
Scale 1:250

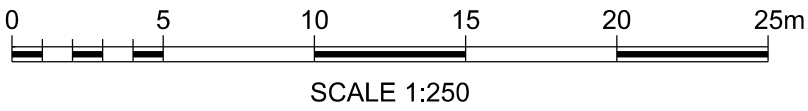
Legend/Notes

Legend

- Planning application boundary
- Order limit of deviation
- 70m visibility splay

Notes

- All dimensions are in millimeters unless stated otherwise.
- Do not scale from this drawing.
- All highway works are subject to approval from local authorities and may result in further design development.
- Extends of earthworks are shown indicatively and are subject to design development.
- Existing information on the location of the proposed Dewsbury Riverside access road is incomplete and subject to confirmation. The proposed tie in option will be subject to design development.



Rev	Date	Description of Revisions	Drawn	Chkd	Appr
P01.1	20/09/21	First Issue			
Status					

Initial Status WIP

S0



Authorised		Signed		Date	
------------	--	--------	--	------	--

Contractor(s)

TRU West Alliance

Location THORPES BRIDGE JN - NORMANTON (MANCHESTER - NORMANTON LI

Type CAD Drawing Sub-type

Role Town and Country Planner Sub-Role General

Zone Ravensthorpe and Westown (Dewsbury)

Phasing Project Stage

Project

Transpennine Route Upgrade

Contract No. 151667

Contract Title

West of Leeds

Drawing Title

Planning Drawing

Calder Road

Proposed Dewsbury Riverside

Access tie in GA

Designed		Signed		Date	20/09/21
Drawn	C. Griffith	Signed		Date	20/09/21
Checked		Signed		Date	
Approved		Signed		Date	

Scale(s) ELR & Mileage 002.0248 to 050.0691

Alternative Reference

Drawing Number

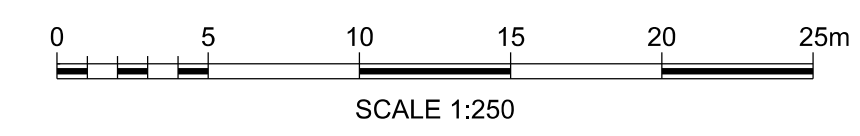
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Revision P01.1

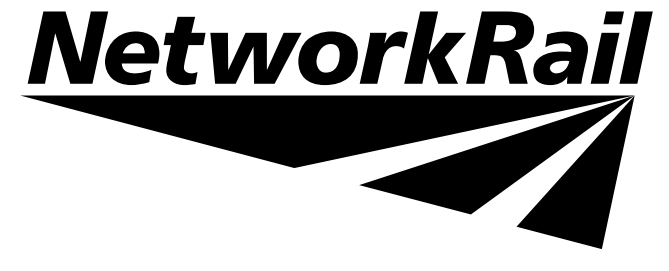




26.234' L=716.939m V=75mph C=0mm D=0mm



P01.1	20/09/21	First Issue		CG			
Rev	Date	Description of Revisions		Drawn	Chkd	Appr	Suitability
Status <b>Initial Status WIP</b>							<b>S0</b>



Authorised		Signed	Date
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TRU West Alliance

Location	THORPES BRIDGE JN - NORMANTON (MANCHESTER - NORMANTON LI		
Type	CAD Drawing	Sub-type	
Role	Town and Country Planner	Sub-Role General	
Zone	Ravensthorpe and Westtown (Dewsbury)		
Phasing	Project Stage		
Project			

Transpennine Route Upgrade	
Contract No.	

Contract No.	151667
Contract Title	

Contract Title  
West of Leeds

Drawing Title

Planning Drawing  
Calder Road  
Roundabout 4th arm  
General Arrangement

Designed		Signed	Date
Drawn	C.Griffith	Signed	20/09/21
Checked	C Williams	Signed	Date
Approved		Signed	Date
Scale(s)		ELR & Mileage	
		002.0248	to 050.0691
Alternative Reference			Sheet
			of
Drawing Number		Revision	
151667-TSA-35-MVN2-DRG-T-LP-162450		P01.1	

# Calder Road Roundabout Proposed Plan



THE NETWORK RAIL (HUDDERSFIELD TO WESTTOWN  
(DEWSBURY) IMPROVEMENTS) ORDER

Sheet No. 21

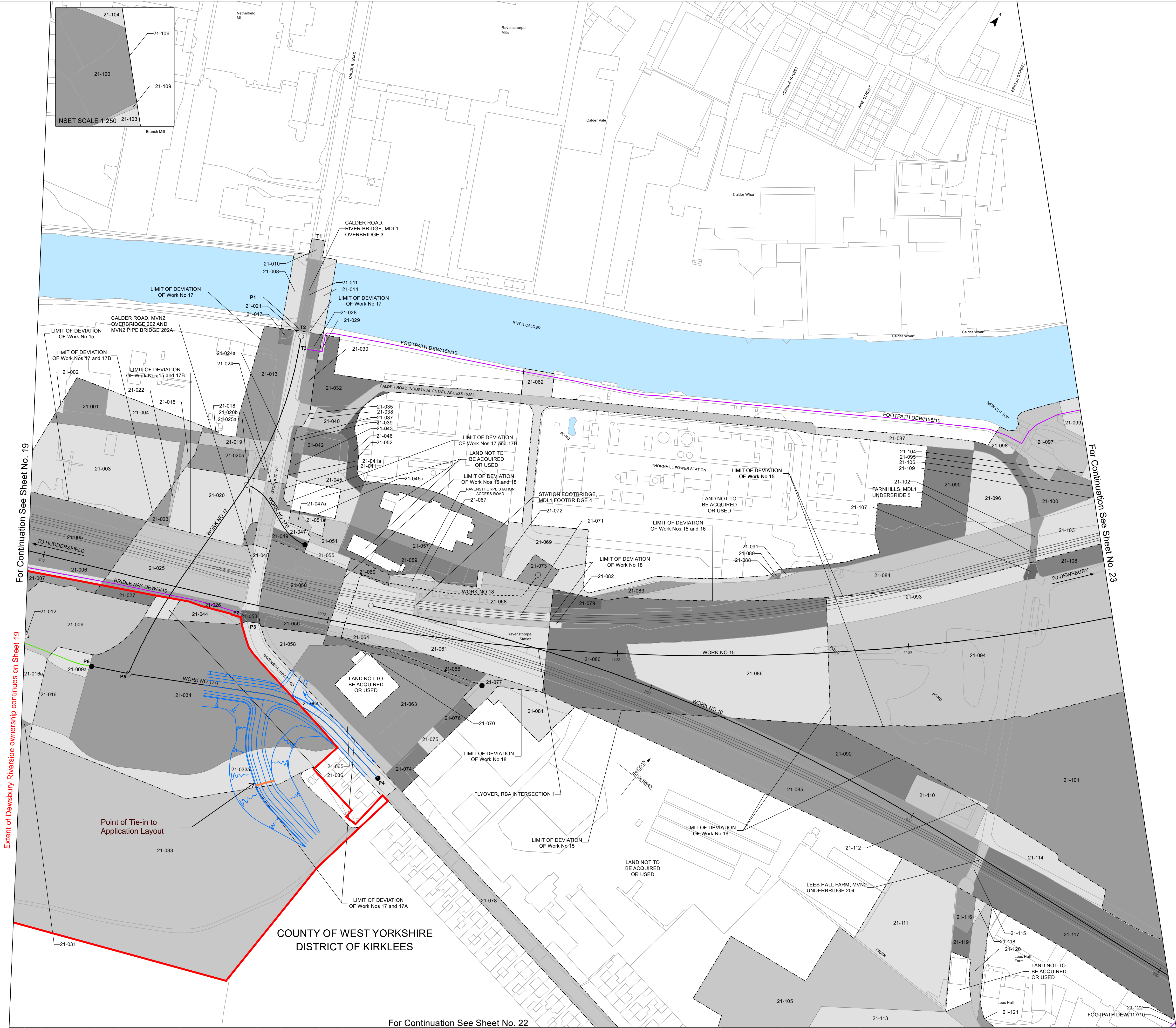
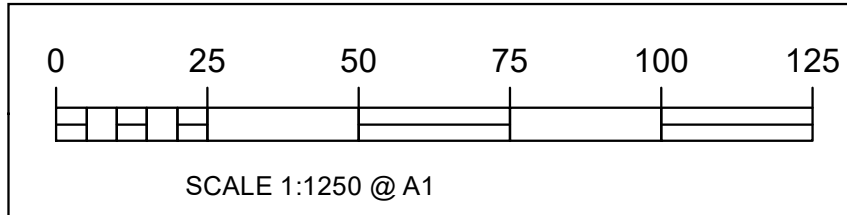
DEWSBURY RIVERSIDE ACCESS  
ACCESS TO RAVENSTHORPE ROAD

KEY

- CENTRE LINE OF WORK
- - - - - CENTRE LINE OF SUBSURFACE WORK
- - - - - LIMIT OF DEVIATION
- - - - - LIMIT OF LAND TO BE ACQUIRED OR USED
- - - - - PROTECTIVE WORKS LIMIT
- + + + + + DISTRICT BOUNDARY
- COMMENCEMENT OF WORK
- TERMINATION OF WORK
- ◐ COMMENCEMENT OF WORK AND TERMINATION OF WORK
- A NEW / IMPROVED ACCESS
- DEWSBURY RIVERSIDE DEVELOPMENT ACCESS
- EXISTING OR ALLEGED PUBLIC RIGHT OF WAY
- NEW RIGHT OF WAY TO BE PROVIDED  
(EXCEPT WHERE PROVIDED OVER A SCHEDULED WORK)
- DEWSBURY RIVERSIDE OWNERSHIP
- POINT OF TIE IN TO APPLICATION LAYOUT

Note: The area enclosed by any limit of deviation or by any limit of land to be acquired or used is the area extending to the outer edges of the line marking those limits.

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For Continuation See Sheet No. 19

Extent of Dewsbury Riverside ownership continues on Sheet 19

For Continuation See Sheet No. 23

COUNTY OF WEST YORKSHIRE  
DISTRICT OF KIRKLEES

For Continuation See Sheet No. 22

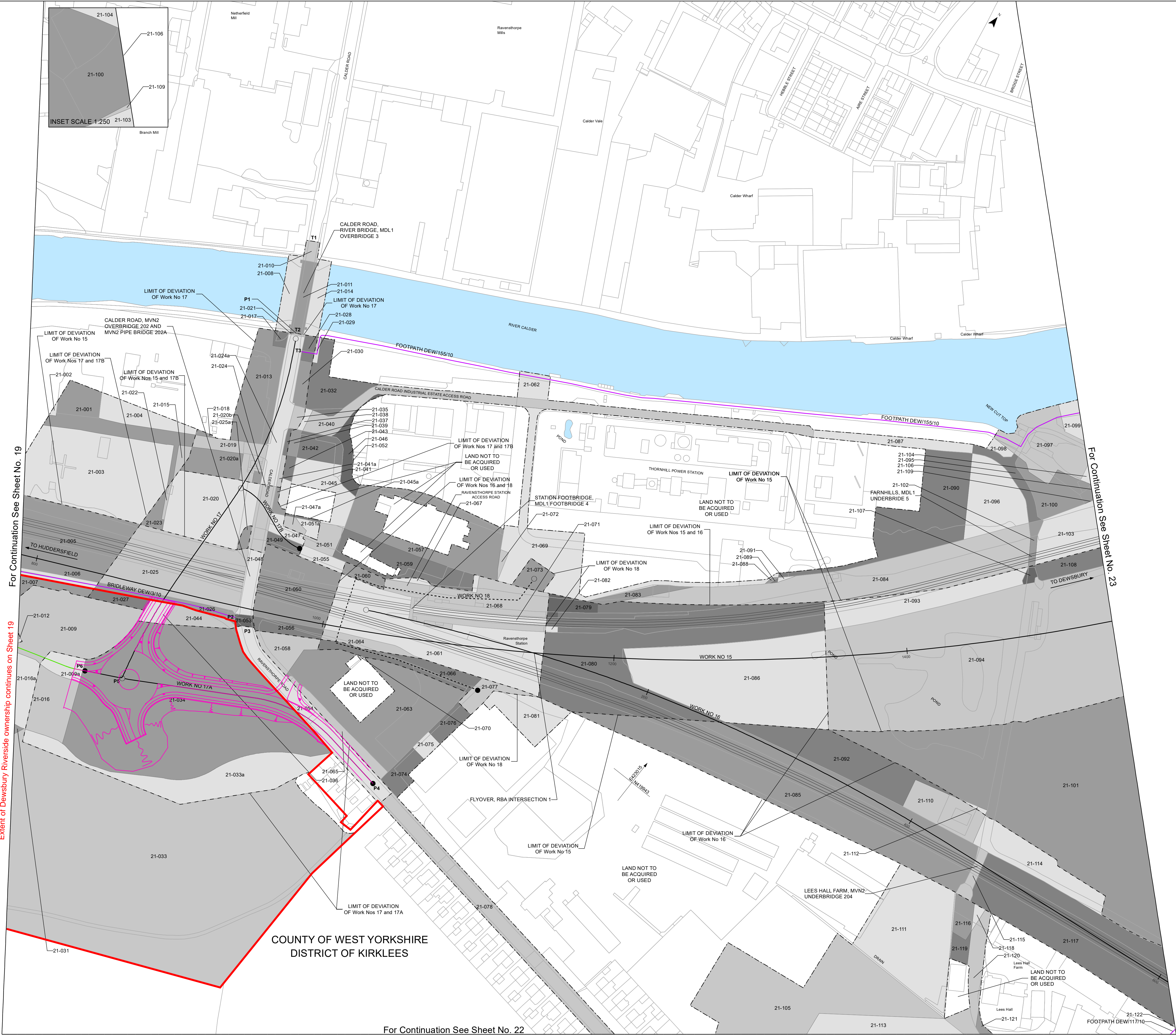
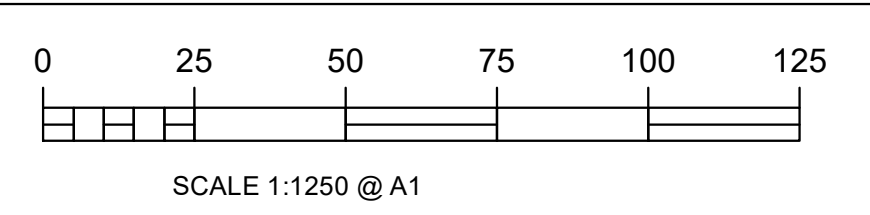


KEY

- CENTRE LINE OF WORK
- CENTRE LINE OF SUBSURFACE WORK
- LIMIT OF DEVIATION
- LIMIT OF LAND TO BE ACQUIRED OR USED
- PROTECTIVE WORKS LIMIT
- DISTRICT BOUNDARY
- COMMENCEMENT OF WORK
- TERMINATION OF WORK
- COMMENCEMENT OF WORK AND TERMINATION OF WORK
- NEW / IMPROVED ACCESS
- HIGHWAY LAYOUT INCLUDING INDICATIVE 4TH ARM
- EXISTING OR ALLEGED PUBLIC RIGHT OF WAY
- NEW RIGHT OF WAY TO BE PROVIDED  
(EXCEPT WHERE PROVIDED OVER A SCHEDULED WORK)
- DEWSBURY RIVERSIDE OWNERSHIP

Note: The area enclosed by any limit of deviation or by any limit of land to be acquired or used is the area extending to the outer edges of the line marking those limits.

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For Continuation See Sheet No. 19

Extent of Dewsbury Riverside ownership continues on Sheet 19

For Continuation See Sheet No. 23

COUNTY OF WEST YORKSHIRE  
DISTRICT OF KIRKLEES

For Continuation See Sheet No. 22



## Brown, Michelle

---

**From:** EXTL: Vernon David <david.vernon@carterjonas.co.uk>  
**Sent:** 01 December 2021 15:31  
**To:** Penny Carter  
**Subject:** FW: Network Rail TWAO

Classification L2 - Business Data

David Vernon  
Partner

## Carter Jonas

T: 0113 203 1087 x4087 | M: 07824 508489 | [carterjonas.co.uk](https://carterjonas.co.uk)  
9 Bond Court, Leeds, LS1 2JZ



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Please consider the environment. Do you really need to print this email?

---

**From:** Vernon, David  
**Sent:** Wednesday, 01 December 2021 15:14  
**To:** Carter Penny <Penny.Carter@networkrail.co.uk>  
**Subject:** FW: Network Rail TWAO

Classification L2 - Business Data

---

**From:** Vernon, David  
**Sent:** Thursday, 25 November 2021 10:04  
**To:** Rachel Cowper <[Rachel.Cowper@avanthomes.co.uk](mailto:Rachel.Cowper@avanthomes.co.uk)>; [rachel@berkeleydeveer.co.uk](mailto:rachel@berkeleydeveer.co.uk)  
**Subject:** Network Rail TWAO

Good morning Rachel

I hope you're well.

I'm just following up on the plans/documents sent previously to check whether there is anything further you needed from us on those?

Additionally, I have attached a document that we submitted to the Inquiry this week regarding a proposed realignment to Calder Road and new location for the roundabout to the south of the railway. The rationale for the realignment and how we've been able to deliver it is enclosed within the document, but it does have a positive impact on surrounding landowners and uses, and does push the roundabout further to the east which was something stakeholders were wanting earlier in the process (to more closely align with the masterplan proposals).

There is a section in the document which details what effect the change has on DRL land and plans, and as a very brief summary, it is simply if the access to the 120 units is required, rather than a T-junction on to Calder Road, it would be via us constructing a fourth arm onto the roundabout – this can be done under the powers afforded to NR if the Order is made.

Happy to have a chat and run through, or a meeting with others as well if best, if more information or clarity is needed, but I'm hoping it's seen as a good development to those involved in the development of Dewsbury Riverside.

Kind regards

David

Classification L2 - Business Data

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Carter Jonas LLP  
Place of Registration: England and Wales  
Registration Number: OC304417  
Address of Registered Office: One Chapel Place, London, W1G 0BG.



INQ/3A  
3 December 2021

**NETWORK RAIL INFRASTRUCTURE LIMITED**

**THE NETWORK RAIL (HUDDERSFIELD TO WESTTOWN (DEWSBURY) IMPROVEMENTS) ORDER (“THE ORDER”)**

**Network Rail Inquiry Document**

**Status of Objectors affected by the Order Compulsory Acquisition Powers – UPDATED 3 DECEMBER 2021**

**Appendix 6**



Elizabeth Newton  
41 Thornhill Road  
Dewsbury  
West Yorkshire  
United Kingdom  
WF13 2SN

Network Rail  
6<sup>th</sup> floor  
111 Piccadilly  
Manchester  
M1 2HY

25 November 2021

Our ref: 151667-TSA-00-TRU-LTR-W-LP-  
001565

—  
Dear Mrs Newton,

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

We are in receipt of your objection to the above Order and would like to respond directly to the comments and concerns that you raise, along with providing a summary as to the engagement we have had over recent months and the agreed position I understood us to have achieved.

Firstly, with regards to the access to your property, and possible impacts from the Huddersfield to Westtown (Dewsbury) scheme (“the Scheme”). As previously explained, in order to deliver the Scheme, it is necessary to infill the bridge (structure MDL1/10 Occupation Underbridge) through which you currently gain access and exit your property through.

From discussions with yourself in 2019 and 2020, you were of the clear view that you wished to remain in your property and an alternative solution should be sought that would allow this to happen. We discussed the possible option of using land to the south of your property and creating a new access through the Westex Carpets works, with access to the rear of your property being achievable.

I agreed to take that away and discuss internally, and also commence discussions with the affected landowners of possible solutions.

In October 2020 I was able to confirm that Network Rail would pursue the option of an alternative access to your property through third party land as part of the Order, and as such, compulsory acquisition of your property was not necessary. Since that date until June 2021, discussions had been ongoing with Westex Carpets, the owner of the site where access would be created, as to the design and location of the access, as well as the use of the site in principle.

The attached plan illustrates the location and details of the access to your property now proposed and agreed with Westex, and incorporating the principles we have previously discussed, including electrically controlled access, for sole use by yourself, and not shared access.

I presented this plan to you on 4 June 2021, and you agreed that it was an acceptable replacement for the access that you were losing as a result of the works. I assume that this is still the case, and as such,



deals with the first point of your objection, and Network Rail's ability to provide you with access to your property.

Turning to your second point, and whether there is a need for the Scheme, and whether it represents an efficient use of public finances. As we have discussed before, and I have since articulated in my proof of evidence for the Public Inquiry, there is a strong demonstrable need for the Transpennine Route Upgrade and this Scheme. It forms a key part of the Government's levelling up agenda, and delivers much needed improvement works to a corridor of rail infrastructure that has suffered decades worth of under-investment.

The Scheme will deliver significant benefits across the north, both in terms of actual rail travel and for passengers, but also to the wider economy. The link to my proof of evidence online is [here](#)<sup>1</sup>, and it provides a significant amount of detail regarding the need for the scheme, and why we are promoting the Order. Should you require a paper copy, please let me know and I will arrange for one to be sent to you.

I note that the date of your objection was April 2021, before I could confirm that Westex were accepting of the access plans through their property. With all that agreed, I would hope you may be able to confirm that the access is no longer an issue for the Inspector to consider as part of your objection. I would also hope given the discussions around the Needs Case that we have had, and the content of the Inquiry documents submitted by myself, that it does demonstrate a compelling need for the Scheme, and for the Transpennine Route Upgrade.

If so, it would be really appreciated if you could update the Inquiry on your current position on the matters raised in your objection by contacting the Inspector, through the Inquiry Programme Officer at [brenda.taplin@gateleyhamer.com](mailto:brenda.taplin@gateleyhamer.com)

Finally, the Inspector is carrying out a site visit and would like to visit structure MDL1/10 Occupation Underbridge between 2.30pm and 3.30pm on Wednesday 1 December 2021. Please could you let me know if this is acceptable to you.

As ever, any queries or issues please do not hesitate to contact me, and I am more than happy to come and meet you again at a time convenient to yourself.

Yours sincerely,

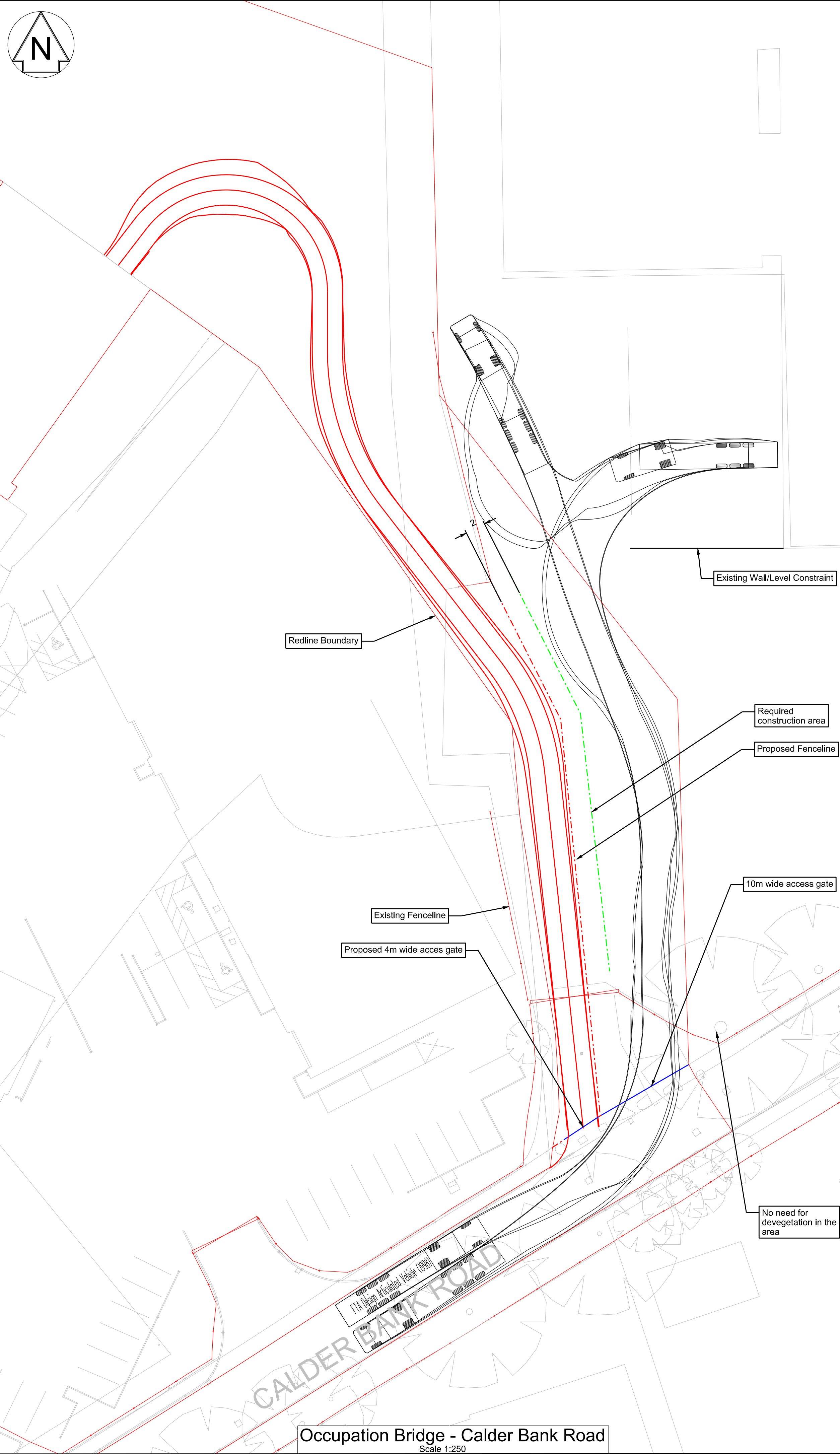
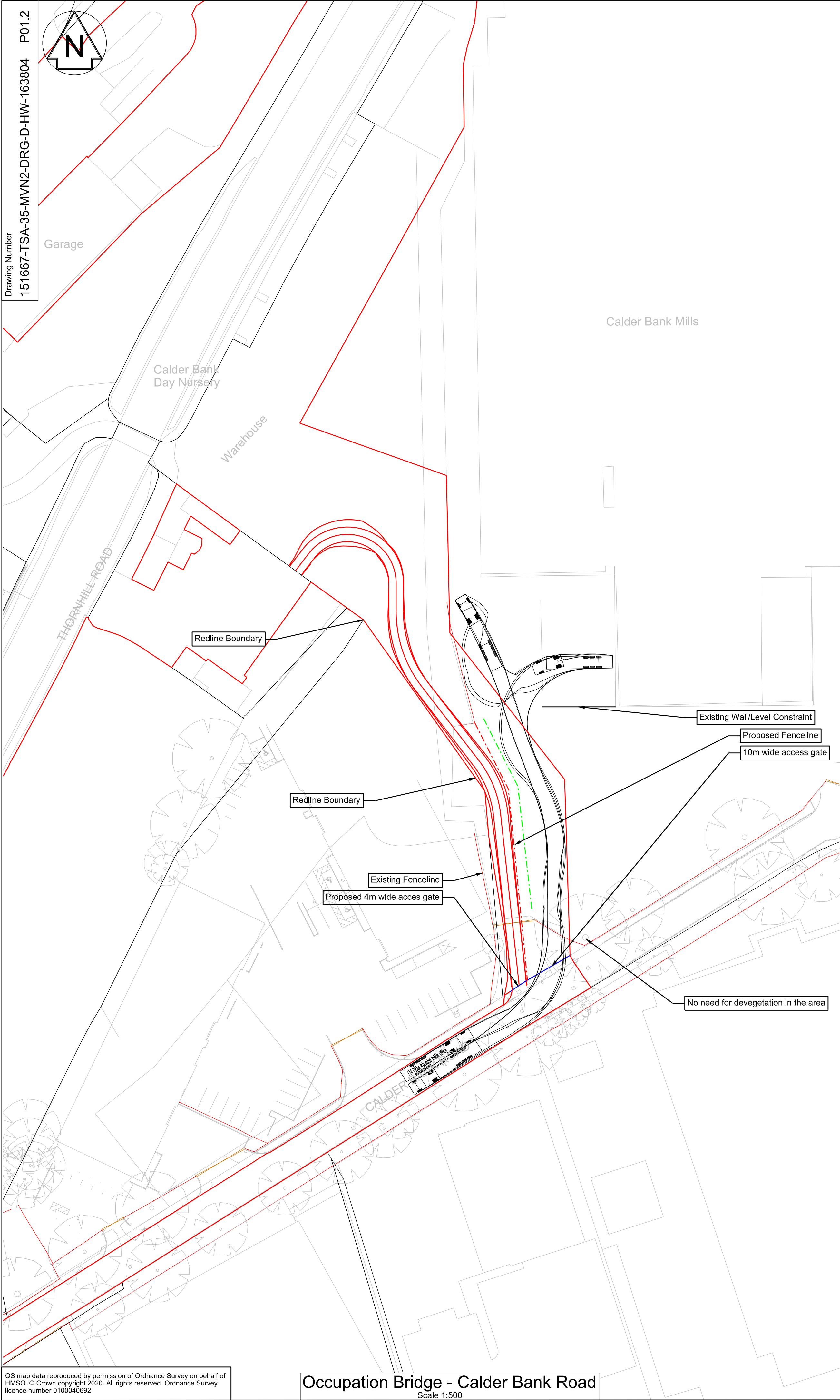


David Vernon  
Project Sponsor (Network Rail)

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<sup>1</sup> <https://sacuksprodnrddigital0001.blob.core.windows.net/twao-huddersfield-westtown/Proofs%20of%20evidence/01.%20Full%20and%20Summary%20Proofs%20of%20Evidence/NRPoEDV1.2%20Proof%20of%20Evidence%20-%20Needs%20Case.pdf>





Legend/Notes

FTA Design Articulated Vehicle (1998)

Overall Length 16.480m

Overall Width 2.550m

Overall Body Height 3.870m

Min Body Ground Clearance 0.515m

Max Track Width 2.470m

Lock to Lock Time 3.00s

Kerb to Kerb Turning Radius 6.550m

Vehicle tracked at 5mph

FTA Design HG Rigid Vehicle (1998)

Overall Length 10.000m

Overall Width 2.500m

Overall Body Height 3.645m

Min Body Ground Clearance 0.440m

Track Width 2.470m

Lock to Lock Time 3.00s

Kerb to Kerb Turning Radius 11.000m

Vehicle tracked at 5mph

Rev	Date	Description of Revisions	Drawn	Chkd	Appr
P01.2	21/07/21	First Issue			

Initial Status WIP

NT

S0

Network Rail

Authorised

Signed

Date

Contractor(s)

Transpire Alliance

Location

THORPES BRIDGE JN - NORMANTON (MANCHESTER - NORMANTON LI

Type

CAD Drawing

Sub-type

Role

Drainage and Highways Engineer

Sub-Role

Highways

Zone

Ravensthorpe and Westown (Dewsbury)

Phasing

Grip Stage

3

Project

Transpennine Route Upgrade

Contract No.

151667

Contract Title

West of Leeds

Drawing Title

Planning Drawing

Occupation Bridge

MDL1-10 New Property Access

Location Plan

Designed	Signed	Date
		21/07/21

Drawn	Signed	Date
N.Turner		21/07/21

Checked	Signed	Date

Approved	Signed	Date

Scale(s)

ELR & Mileage

002.0248 to 050.0691

Alternative Reference

Sheet

of

Revision

Drawing Number

151667-TSA-35-MVN2-DRG-D-HW-163804

P01.2