



## **STATEMENT OF EVIDENCE**

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RICS Registered Valuer

On behalf of

**Borough Council of Calderdale**

The Borough Council of Calderdale (Elland Station and West Vale Access Package) (West Yorkshire Plus Transport Fund, Transforming Cities Fund) Compulsory Purchase Order 2022

The Borough Council of Calderdale (Elland Station and West Vale Access Package) (West Yorkshire Plus Transport Fund, Transforming Cities Fund) (Side Roads) Order 2022

The Borough Council of Calderdale (Elland Station and West Vale Access Package) (West Yorkshire Plus Transport Fund, Transforming Cities Fund) (Calder and Hebble Navigation Bridge) Scheme 2022

**3 June 2025**

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## **1.0     Introduction and Role**

- 1.1     My name is Kevin Thomas Guy. I am a Member of the Royal Institute of Chartered Surveyors and RICS Registered Valuer.
- 1.2     I have a BSc(Hons) in Land Management and have over 25 years' experience of providing advice on compulsory purchase and compensation matters, having initially qualified as a rural practice surveyor in 1999.
- 1.3     During this period, I have advised acquiring parties and claimants on both compulsory purchase procedure (including preparing and presenting evidence on behalf of both promoters of and Objectors to compulsory purchase) and settlement of compensation claims. Such schemes include
  - 1.3.1    Phase 2 A629 Halifax Town Centre Improvements
  - 1.3.2    Phase 1b A629 Calder and Hebble Junction
  - 1.3.3    A58 and A646 Corridor Improvement Programme
  - 1.3.4    The Carlisle Northern Development Route (CNDR)
  - 1.3.5    A684 Bedale, Aiskew and Leeming Bar Bypass
  - 1.3.6    A1(M) Ferrybridge to Hook Moor
  - 1.3.7    A1(M) Hook Moor to Barton
- 1.4     I am Land Portfolio Officer for the Borough Council of Calderdale ('BCC').
- 1.5     I was appointed by BCC in August 2017.
- 1.6     I am instructed to pursue negotiations with all parties affected by BCC's Elland Station and West Vale Access Package scheme ('Access Package') with a view to securing an agreement to purchase interests, by private treaty; if possible. This includes responding to objections to compulsory acquisition and other orders, working in conjunction with project colleagues as appropriate.
- 1.7     My proof of evidence is structured as follows:
  - background;
  - scope of evidence;
  - powers to secure land;
  - position with interested parties; and
  - conclusions.
- 1.8     I have read the RICS Professional Statements
  - 1.8.1    "Surveyors advising in respect of compulsory purchase and statutory compensation, 1st Edition" published in April 2017, and as amended Sept 2024"
  - 1.8.2    "Surveyors acting as expert witnesses, as amended"

1.8.3 And consider that in both instances I am compliant with them.

1.9 I understand that my over-riding duty is to help the Inspector and the Secretary of State with the matters within my expertise and that this duty overrides any obligation to BCC. I confirm that I have complied with this duty.

## **2.0 Background**

- 2.1 The Elland Access Package (EAP) scheme comprises extensive accessibility improvements, developed to complement the new Elland Railway Station proposals and integrate the new station into the existing transport routes in Elland and West Vale particularly those for walking and cycling.
- 2.2 The EAP aims to improve pedestrian and cycle access into and around the Elland town centre area by addressing severance, and capitalising on placemaking opportunities through pedestrianization and better active travel infrastructure along the scheme's routes.
- 2.3 The delivery of the EAP scheme is an important factor for the successful delivery and realized benefits of the interventions contained within the Elland Rail Station scheme and wider schemes in the local area, including the Elland Master Plan and Elland Future High Streets Project.
- 2.4 A comprehensive scheme history is set out in James Driver's Proof of Evidence.
- 2.5 The 3 Orders that are the subject of this Inquiry are
  - 2.5.1 The Borough Council of Calderdale (Elland Station and West Vale Access Package) (West Yorkshire Plus Transport Fund, Transforming Cities Fund) Compulsory Purchase Order 2022 – made 16th February 2022. ("the CPO")
  - 2.5.2 The Borough Council of Calderdale (Elland Station and West Vale Access Package) (West Yorkshire Plus Transport Fund, Transforming Cities Fund) (Side Roads) Order 2022 – made 9th February 2022 ("the SRO").
  - 2.5.3 The Borough Council of Calderdale (Elland Station and West Vale Access Package) (West Yorkshire Plus Transport Fund, Transforming Cities Fund) (Calder and Hebble Navigation Bridge) Scheme – made 16th February 2022 ("the Bridge Scheme") (together called "the Orders").

## **3.0 Scope of Evidence**

- 3.1 The evidence which I provide covers:
  - 3.1.1 consideration and implementation of guidance relevant to all compulsory purchase orders, as per the Ministry of Housing, Communities and Local

Government (MHCLG) “Guidance on the Compulsory Purchase Process” relating to attempts to acquire land;

3.1.2 summary of negotiations to acquire required interests by agreement; and

3.1.3 a summary of remaining objections, description of my dealings with the affected parties, agreements that are in the process of being concluded and my response to those issues that fall within the scope of my evidence.

3.2 In carrying out my instructions I have been assisted by other professional advisers to BCC and officers of BCC, in particular James Driver (Project Manager Elland Access Package Scheme). My evidence is supplemented by further evidence from James Driver giving evidence on behalf of BCC and draws upon that evidence as necessary.

#### **4.0 Guidance**

4.1 The MHCLG “Guidance on the Compulsory Purchase Process” first published in October 2014 (as amended) and most recently revised in October 2024 (the Guidance) provides a guide to those bodies proposing to compulsorily acquire land.

4.2 The Guidance sets out that acquiring authorities, such as BCC, should use compulsory purchase powers where it is expedient to do so and where there is a compelling case in the public interest to make a compulsory purchase order (Paragraph 2.1 of the Guidance).

4.3 Paragraph 2.2 of the Guidance states:

‘The confirming authority will expect the acquiring authority to demonstrate that they have taken reasonable steps to:

- a) understand the impact of the exercise of the compulsory purchase powers included in the compulsory purchase order on those with an interest in the land, for example affected owners and occupiers, through direct engagement with those parties;
- b) attempt the acquisition of all the land and rights included in the compulsory purchase order by agreement’

4.4 Paragraph 2.8 of the Guidance makes it clear that ‘the compulsory purchase of land is intended as a last resort’.

4.5 However, Paragraph 2.8 clarifies that:

‘an acquiring authority does not need to wait for negotiations with affected parties to break down or for the affected parties to begin to engage with them before starting the compulsory purchase process in parallel with negotiations’.

And:

‘if an acquiring authority waits for negotiations to break down before starting the compulsory purchase process, valuable time will be lost. Therefore, depending on when the land is required, it may often be sensible, given the amount of time required to complete the compulsory purchase process, for the acquiring authority to:

- plan a compulsory purchase timetable as a contingency measure; and
- initiate formal procedures’

4.6 Paragraph 2.9 of the Guidance states:

‘this will also help to make the seriousness of the authority’s intentions clear from the outset, which in turn might encourage those whose land is affected to enter more readily into meaningful negotiation. In starting these procedures, the acquiring authority should make it clear that it is willing to continue to engage with affected parties to purchase land by agreement’.

4.7 BCC has corresponded extensively with the objectors and their advisers, including attending meetings on site, where appropriate.

4.8 Talking to landowners has assisted BCC to understand more about the land it seeks to acquire and any physical or legal impediments to delivery of the EAP scheme that may exist. It has also helped in identifying what measures can be taken to mitigate the effects of the scheme on landowners and stakeholders.

4.9 I will provide evidence that meaningful attempts at negotiation have been pursued or at least genuinely attempted, except where land ownership is unknown or in question.

4.10 BCC has at all stages of the scheme considered the Guidance and has:

- 4.10.1 sought to engage with landowners;
- 4.10.2 kept them informed of the progress of the EAP scheme; and
- 4.10.3 actively sought and positively participated in discussions with those landowners.

4.11 Paragraph 19.1(h) of the Guidance states:

‘where appropriate, give consideration to agreeing to fund owners’ or occupiers’ reasonable costs of negotiation or other costs and expenses likely to be incurred in advance of the process of acquisition.’

4.12 BCC has undertaken to meet the reasonable professional fees and costs incurred by

those with whom it has been negotiating.

## **5.0 Position with Interested Parties - parties who did object to the CPO or the Orders**

- 5.1 The EAP scheme impacts upon 9 landowners, 8 leaseholders and includes 40 plots of land; this includes 7 plots where ownership cannot be established. A schedule detailing the ownership of each interest in the land within the CPO ("the Order Land") is contained in the Statement of Reasons (March 2022) para 1.6. The Order Land which falls outside BCC ownership is, in broad terms, a combination of adopted highway maintainable at public expense, developed land, brown field site and riparian riverbanks.
- 5.2 The individual effects of the EAP scheme are detailed below. BCC received 7 objections from landowners and/or parties with interests in the land plots included within the CPO. These objections covered 31 of the 40 plots included within the Order.
- 5.3 Set out below are details of those objectors and BCC's engagement with them. Negotiations are ongoing and it is hoped that terms can be agreed, and that agreements can be completed which will lead to the withdrawal of the relevant objection.
- 5.4 **Objector 1 – North Dean Automotive Limited (CPO Plots 1/1, 1/1a, 1/1b and 1/1c) – Freeholder (CPO and SRO Objector)**

### **Overview**

- 5.4.1 North Dean Automotive Limited ('NDA') are the freehold owners of CPO Plots 1/1, 1/1a, 1/1b and 1/1c which form part of commercial garage premises on Stainland Road, Elland.
- 5.4.2 The property is occupied by NDA and discussions with NDA's owner – Mr Howard Leech - commenced during September 2020. NDA instructed Jayne Brearley at Jayne Brearley & Co solicitors to submit an objection to the CPO and on 15th March 2022, Jack Spencer at Walker Singleton (Chartered Surveyors), confirmed that they had been instructed to represent NDA in discussions with BCC. The basis of these discussions is outlined at para 5.4.10 to 5.4.40 below.
- 5.4.3 On 30th April 2025 Jayne Brearley confirmed that NDA had appointed a CPO specialist surveyor but was unable to provide their details. On 15th May 2025, BCC received an email from Roger Hannah (Liam O'Connor) confirming their instruction from NDA. Further discussions have taken place with Liam O'Connor accordingly.

### **Effects of the Scheme**

- 5.4.4 The scheme requires 252 sq m (Plot 1/1), 264 sq m (Plot 1/1a) and 367 sq m (Plot 1/1c) from NDA which is currently used as commercial garage premises and associated site access and parking areas. Plot 1/1 and Plot 1/1a are required to construct a new cycleway/footway and Plot 1/1c is required to provide a new access to the NDA garage premises.
- 5.4.5 The Side Roads Order (SRO) includes a provision to stop up the private means of access to the NDA premises to ensure there is no direct conflict and interference with the scheme's proposed new cycleway/footway which runs parallel to Black Brook.
- 5.4.6 The removal of this private access is mitigated by the provision of an alternative access onto the NDA premises by using an existing private means of access to the Heath Rugby Union Football Club (HRUFC) site (located north of the NDA premises) – the new rights of access to the NDA premises will be granted by easement over part of plot 1/2a and a transfer of part of plot 1/2 of the CPO, which is being acquired from HRUFC (CD 1.3).
- 5.4.7 The scheme intends to provide a new access to both the upper and lower yard from this plot, as seen in CD 1.4 which enables access to the upper and lower yard areas of the NDA premises, which are currently used as part of the existing business.

### **Summary of Objection**

- 5.4.8 Two objection letters were received from NDA, dated 8th April 2022; the first objection letter (CD 4.2) contained the following objections
- a) insufficient or no compensation given
  - b) new access will be on land already used and result in a substantial
  - c) reduction in parking.
  - d) new access not fit for purpose
  - e) business turnover will substantially be reduced
  - f) extent of land not considered correctly,
  - g) accident Prevention and Environmental Concerns,
  - h) there is not a compelling case in the public interest when considering the detriment to the Premises and Business.
- 5.4.9 The second objection letter (CD 4.3), also dated 8<sup>th</sup> April 2022 detailed the following objections
- a) NDA believe the scale of the works to construct the scheme will cause significant disruption and loss to their business.
  - b) the scheme will prevent NDA from using their current access.

- c) the owners are concerned given the proposed cycleway will pass through a flood plain, that the earth bankings which have been built up at the edge of the Heath Rugby Football Club's land where it borders the River Calder for reasons of flood defence could give way.
- d) NDA cite an earlier alternative considered by the Council which would use the entrance to the rugby club for the purposes of the new cycleway. The owner believes that if this design had to be disregarded due to concerns over blind spots and lines of sight then the same would apply to the objector and its business users if they receive a new entrance in the same approximate location.

### **Current Position**

- 5.4.10 Engagement with NDA commenced during 2020; a meeting was convened at Heath Rugby Union Football Club (HRUFC) with NDA and committee members of HRUFC on 15th September 2020 to discuss the EAP scheme – James Driver (Senior Project Manager for Elland Access Package) and myself were in attendance.
- 5.4.11 At the meeting the primary discussion focused on a boundary dispute between both parties regarding the ownership of Plots 1/1b, 1/1c and 1/2 which was a historic issue unrelated to the CPO. BCC offered to broker a tri partite agreement which would encompass the needs of the scheme and the individual parties and resolve the dispute. The principle proposal was that BCC would acquire Plots 1/1b, 1/1c and 1/2 to enable the creation of a new access to the upper and lower yard areas of the NDA premises, which are currently used as part of the existing business and transfer any residual land to NDA. The principle of this was agreed between NDA and HRUFC. James Driver also confirmed that BCC would pay reasonable fees, to the parties, in respect of professional advice which they may wish to seek.
- 5.4.12 Despite the “in principle” agreement, NDA then contacted their local councillor intimating that NDA did not have the contact details of the person dealing with the scheme at BCC, despite meeting with James Driver and myself on 15th September 2020.
- 5.4.13 On 15th October 2020, James Driver emailed NDA to reconfirm the details of the persons dealing with the scheme at BCC. James Driver also tried to arrange a further meeting with NDA who declined to meet with BCC unless the scheme had changed and indicated that he would be contacting his local councillor.
- 5.4.14 On 18th May 2021, James Driver received an email from NDA's local councillor requesting an update because NDA had suggested that they were being 'kept in the dark'. An update was provided by James Driver on 7th June 2021 clearly detailing BCC's interaction with NDA on the EAP scheme.

- 5.4.15 A meeting was convened with NDA on 3<sup>rd</sup> August 2021; the attendees included Shelagh O'Neill, BCC's Director of Regeneration and Strategy. The EAP scheme was discussed with NDA and confirmation was given that BCC would continue to discuss the proposals with NDA. James Driver and myself were asked not to attend the meeting.
- 5.4.16 Further to several attempts to contact NDA, BCC received confirmation on 15<sup>th</sup> March 2022 that Jack Spencer of Walker Singleton had been instructed by NDA to represent them on land matters. All relevant scheme documents were sent to Jack Spencer on 16<sup>th</sup> March 2022 who confirmed that he had a meeting arranged with NDA on 23 March 2022.
- 5.4.17 On the 16th March 2022, Jack Spencer confirmed that he would be recommending that NDA object to the CPO. On 28th March 2022, Jack Spencer emailed BCC to confirm that NDA did not see any benefit to the proposal. On 7th April 2022, BCC confirmed by email to Jack Spencer the location of all documents pertaining to the CPO and the timelines regarding the making of an objection.
- 5.4.18 On 8th April 2022, Jack Spencer confirmed that an objection to the scheme had been made – in fact two objection letters were received, both dated 8th April 2022. Copies of the objection letters are attached [CD 4.2 and CD 4.3].
- 5.4.19 On 3rd May 2022, I contacted Jack Spencer to discuss NDAs position by phone.
- 5.4.20 On 9th May 2022, Jack Spencer emailed BCC to confirm that further to his conversation with BCC his clients (NDA) reiterated their position, which:
- 'remains unaltered unfortunately. He has told me in no uncertain terms that he would only entertain an agreement in which an equal amount of land is returned. He is also seeking the reinstatement of a lapsed planning consent for industrial development; the CPO will reduce the development, so he also wishes to argue longer term financial loss in this respect from a compensation perspective'.*
- 5.4.21 On 22<sup>nd</sup> May 2022, Geldards responded to Jayne Brearley (NDA's solicitor regarding the contents of NDA's objection dated 7<sup>th</sup> April 2022 (copy of Geldards response at CD 8.1 ), but no substantive progress was made in relation to acquisition.
- 5.4.22 During the remainder of 2022, NDA's position was reviewed by the scheme designers – limited discussions with NDA were had because of the background review. For clarity, in the interim and further to the meeting with HRUFC on 15th September 2020, separate discussions with HRUFC continued regarding the voluntary acquisition of land outside the scope of

what was being discussed in tandem with NDA; this transaction was concluded on 2nd December 2022.

- 5.4.23 A compensation offer, made on a 'without prejudice' basis, was sent to NDA on 13th January 2023, which included confirmation that BCC would pay NDA's reasonable costs in seeking advice on the CPO/SRO.
- 5.4.24 On 13th February 2023, Geldards requested a response from Jayne Brearley to the compensation offer made to NDA and Jack Spencer responded to BCC's proposal on 21st February 2023.
- 5.4.25 On 25th April 2023, BCC responded in detail to Jack Spencer's response on 21st February 2023. BCC's response was detailed and addressed all aspects of the issues raised by NDA and included an offer to meet to discuss NDA's specific requirements.
- 5.4.26 On 6th July 2023, a request by Jayne Brearley was sent to BCC requesting sight of BCC's offer dated 13th January 2023. A copy was sent to Jack Spencer on 6th July 2023 asking him to confirm if a copy of the offer had been sent to NDA's solicitor? – he did not confirm that it had. In any event a copy of this was sent direct to Jayne Brearley on 10th July 2023. A request for an update from Jack Spencer was made on 13th July 2023 which he provided on 14th July 2023 to the effect that he had not received any instruction from NDA.
- 5.4.27 BCC requested an update from Jack Spencer on 3rd August 2023 – no response was forthcoming. A similar request was made by Geldard's to Jayne Brearley to which no response was received.
- 5.4.28 No response was received by BCC during the remainder of 2023 despite various telephone calls with Jack Spencer requesting updates to which he responded verbally and confirmed that he had received no instructions from NDA.
- 5.4.29 BCC requested an update on 10th January 2024 and on 17th January 2024, Jack Spencer confirmed that he still awaited an instruction from NDA and that his client had intimated that it was considering a legal challenge to the CPO – no further information was provided.
- 5.4.30 A further request for an update was made on 21st February 2024 by BCC; on 22nd February 2024 Jack Spencer confirmed that he had still not received an instruction from NDA.
- 5.4.31 A letter from Geldards to NDA's solicitor was sent on 28th February 2024 requesting that NDA engage with BCC to discuss the EAP scheme; a copy was sent by BCC to Jack Spencer at the same time and he acknowledged receipt on 29th February 2024.

- 5.4.32 A response/update was requested by BCC on 19th March 2024. On 21st March 2024, Jack Spencer confirmed that his client was looking into the possibility of instructing a CPO specialist – no further detail was provided.
- 5.4.33 A further request for an update was made by BCC on 23rd April 2024 – Jack Spencer responded on 6th June 2024 requesting confirmation that BCC had not corresponded directly with NDA. It was confirmed that BCC had not written to NDA direct. He also confirmed that he had a meeting convened with NDA on 11th June 2024.
- 5.4.34 Jack Spencer confirmed on 25th June 2024 that NDA were corresponding with a CPO specialist from Manchester and that NDA were also pursuing a claim for adverse possession against the adjoining HRUFC. No specific details or timeframes were provided.
- 5.4.35 BCC requested an update from Jack Spencer on 10th September 2024; on 24th September 2024, Jack Spencer confirmed that he had not received an update or instructions from his client
- 5.4.36 On 8th October 2024 Geldard's emailed NDA's solicitor requesting an update; this was confirmed with Jack Spencer on 8th October 2024, and he replied on 14th October confirming that he had not received any instructions.
- 5.4.37 On 16th December 2024 BCC suggested that a meeting was convened with NDA in the new year of 2025; Jack Spencer responded on 18th December 2024 to confirm that he still did not have instructions. BCC responded on 18th December 2024 and highlighted that NDA should appreciate that while the Council will pay his reasonable fees in relation to negotiation of compensation and conveyancing, it will not meet any costs relating to maintaining the objection.
- 5.4.38 On 14th January 2025, Thomas Stratford (BCC Project Manager) at BCC received notification that NDA had contacted Thomas Murphy (Transport Projects Lead) at WYCA requesting that someone from BCC contact him. Thomas Stratford spoke to NDA on the 14th January 2025 and updated him on CPO matters; this was confirmed with Jack Spencer on 15th January 2025.
- 5.4.39 A meeting was convened on site on 12th March 2025 between Mr Leech (NDA), Mohammed Shah (BCC Major Projects - Programme Lead Highway & Infrastructure), Thomas Stratford (BCC Project Manager) and Councillor Prashad. The current scheme design was discussed in detail and a further meeting was held, week commencing 31st March 2025 which was attended by Thomas Stratford (BCC Project Manager), Lois Horsfall (BCC Assistant Project Manager) and Councillor Prashad. On 10th April 2025, BCC sent additional information to NDA for their consideration. I can confirm that I was not in attendance at either of the meetings mentioned above.

5.4.40 A further meeting with NDA was convened on 12th May 2025; the attendees were Mr Howard Leech (NDA), Councillor Prashad, Thomas Stratford (BCC Project Manager) and Lois Horsfall (BCC Assistant Project Manager). Lois Horsfall emailed NDA on 16th May 2025 to summarise the issues discussed during the meeting on 12th May 2025; the issues and BCC's comments are summarised below:

Proposed new crossing

- 5.4.41 The independent Stage 1 Road Safety Audit (RSA) (conducted at early outline design) for the project (CD 18.12), was sent to NDA which included comments on the crossing on Stainland Road, near to the North Dean Garage.
- 5.4.42 The audit included similar issues raised by NDA within the early design development and BCC confirmed that it was required to address these, as the EAP scheme is progressed through to the end of detailed design.
- 5.4.43 BCC confirmed that the anti-skid surface will be extended on the approach to the crossing with the signal heads being positioned so as to improve visibility given the bend of the road.
- 5.4.44 BCC confirmed that the speed limit change to 30mph (from 40mph) will be moved further north from the crossing, to ensure drivers have slowed down on the southbound approach to the crossing.
- 5.4.45 BCC confirmed that the Stage 2 Road Safety Audit will be conducted on completion of the detailed design stage, prior to starting construction on site. BCC agreed to share the independently prepared report with NDA.
- 5.4.46 BCC confirmed that the Stage 1 Road Safety Audit and a Transport Assessment (which was conducted for the wider scheme in September 2020 and updated in May 2023) were previously published on the planning portal. Copies of both this and a summary of Personal Injury Collision data for all roads forming part of the EAP scheme (include Stainland Road) were attached to the email sent to NDA on 16th May 2025.
- 5.4.47 BCC confirmed that before construction begins, a Pedestrian Crossing Notice will be given which provides an opportunity for formal consultation on the matter. The development of the wider project (including both the Elland Rail Station and EAP scheme) utilised the Calderdale Strategic Transport Model. Amongst other parameters, this model considers future population growth which Councillor Prashad had questioned during the meeting on 12th May 2025. The Elland Railway Station and EAP were also identified as priority schemes.
- 5.4.48 BCC also provided links to where NDA could review the process and

procedures for Traffic Regulation Orders (TROs) and some examples of previous Pedestrian Crossing Notices that were undertaken as part of another project.

#### Clarity on Design Development

- 5.4.49 BCC confirmed discussions had taken place with relevant individuals who were involved with the early design of the scheme to provide some context and clarity as to the reasons for the current design.
- 5.4.50 BCC confirmed that the cycleway position parallel to Black Brook, cannot be moved closer to the watercourse and its current route is the necessary distance away so as not to impact the existing road bridge. In response to NDA's more recent question whether the embankment to the Black Brook could be built out to allow construction over part of what is currently the existing watercourse, is such a design would involve significant reinforcement of the existing wall and a piling solution is unaffordable within the current budget of the scheme. In response, the project team have relayed to NDA there would also likely be significant additional Biodiversity Diversity Net Gain requirements resulting from any planning approval to build into the watercourse which again would present an additional financial requirement likely unaffordable within the scheme budget. Building out into the watercourse would also almost certainly require structural works to the existing road bridge as part of the design, adding further financial cost that would be unaffordable to the scheme. It would also have potential flood impacts.
- 5.4.51 In terms of narrowing the highway as an alternative to requiring 600mm from NDA, the highway could not be safely narrowed at this location to allow for the safe necessary width to facilitate the current movements of vehicles and cyclists. The existing cycle lanes at this location are already substandard to current guidance (given their width and the lack of segregation from motorized traffic) as specified in Government's Guidance of Cycle Infrastructure Design Local Transport Note 1/20 (CD 13.8).
- 5.4.52 Throughout all discussions with HRUFC, which commenced in 2020, the HRUFC maintained their non-negotiable position regarding disturbance to a memorial garden which is located adjacent to the entrance to the HRUFC. BCC confirmed that it was also not practical in terms of timescales or felt appropriate to attempt to renegotiate this position bearing in mind that an agreement with the HRUFC was concluded prior to the CPO on 2nd December 2022.

#### Planning

- 5.4.53 BCC provided NDA with the relevant contact details within BCC's Planning Team who could discuss the concerns which NDA have regarding the HRUFC

and flooding issues. Copies of previous emails from Thomas Stratford (BCC Project Manager) which detailed the relevant planning application excerpts regarding flood modelling in the area were also attached to the email sent on 16th May 2025.

#### Proposed Potential Design Amendments

- 5.4.54 BCC confirmed the amendments which NDA would like to see incorporated into the scheme design, if the project proceeds following the inquiry:
- a) BCC confirmed that the design could include access to the upper yard within the new proposed access route (off the current HRUFC access track). Furthermore, BCC discussed the opportunity to facilitate a new access to NDA container from the workshop, if the container is agreed to be relocated (to the location on the drawing provided CD 1.4).
  - b) BCC confirmed that a convex traffic mirror can be installed at the bend of the new access into the lower yard area.
  - c) BCC indicated they would be happy to consider NDA's comments on the design of the highway wall, (although the location of the wall will remain as per the current design); and also any suggestions regarding the cycleway fencing.

#### Next steps

- 5.4.55 BCC confirmed that it would contact NDA to discuss potential access for Ground Investigation trial holes on the land adjacent to the Black Brook, including the attendance of BCC's engineering consultant to attend and inspect the site drainage, as highlighted by NDA; it was noted that these were subject to NDA confirming consent to do so.
- 5.4.56 BCC is currently discussing with contractors an appropriate methodology to undertake these in a way that would avoid any undue disruption to the day-to-day activities of NDA's business and will be in touch with NDA with a proposal in due course.
- 5.4.57 On 15th May 2025, DfT confirmed that a new surveyor was acting for NDA Roger Hannah Surveyors. an email was received by BCC from Liam O'Connor (Associate Director – Roger Hannah) on 15th May 2025 confirming their instruction and requesting information pertaining to the scheme.
- 5.4.58 BCC sent this information on 19th May 2025 which included 3no. general arrangement drawings, specific access drawing (the same as provided to NDA) and confirmation regarding payment of reasonable fees.
- 5.4.59 BCC understands from discussion with them that Roger Hannah are producing a report for NDA for their consideration and BCC emailed Roger Hannah on 27th May 2025 requesting an update; at the time of writing this

statement no response has been received.

#### Response to Objection

5.4.60 NDA submitted their objections on 8th April 2022 which are summarised at paras 5.4.8 to 5.4.9 above. The main objection points are repeated below in italics; further to the discussions which have taken place between BCC and NDA (detailed in paras 5.4.10 to 5.4.40). BCC's responses to the various objection points are in red below.

5.4.61 *insufficient or no compensation given*

5.4.62 A compensation proposal was made to NDA on 12th January 2023 to which a response was received by BCC on 21st February 2023. BCC responded to all aspects of the compensation proposal on 25th April 2023 to which no response has been made by NDA. Any dispute as to compensation matters is appropriately resolved by reference to the Upper Tribunal (Lands Chamber) if not agreed and is not within the scope of this Inquiry.

5.4.63 *New access will be on land already used and will result in a substantial reduction in parking.*

5.4.64 The new access provisions are detailed at para 5.4.5 and 5.4.7 above; the proposed new access will impact upon current parking within the NDA premises. At the point of submission of this proof, no quantification of this has been received by BCC for consideration. It is understood that this forms part of an assessment being undertaken by Roger Hannah who confirmed to BCC on 15th May 2025 that they were instructed by NDA.

5.4.65 *Existing access to be removed and proposed new access not fit for purpose*

5.4.66 This is addressed in Paragraph 7.2.3 of James Driver's evidence.

5.4.67 *Business turnover will substantially be reduced*

5.4.68 This is a compensation matter which NDA can pursue if a reduction in business turnover arises which can be attributed to the scheme. Any dispute as to compensation matters can be resolved by reference to the Upper Tribunal (Lands Chamber) if not agreed and is not within the scope of this Inquiry.

5.4.69 *Extent of land not considered correctly,*

5.4.70 NDA's ownership was clearly identified by BCC at the outset of the early design stage which identified unregistered land betwixt the NDA premises and HRUFC. The Council were made aware of a boundary issue between the two parties and commissioned a boundary survey to correctly identify the

location of the physical fence line to assist in the early negotiations regarding scheme land requirements. BCC has always been fully aware of the extent and ownership issues between the two parties and at para 5.4.11 identifies how BCC intend to address an unrelated ownership issue between NDA and HRUFC.

*5.4.71 Accident prevention and environmental concerns,*

5.4.72 These issues have been discussed by the project team with NDA in recent meetings and detail regarding how road safety is being ensured is detailed under the “Proposed New Crossing” section from Paragraphs 5.4.41 to 5.4.48. Responses to NDA’s concerns more generally are included in Paragraph 7.2.3 of James Driver’s evidence

*5.4.73 There is not a compelling case in the public interest when considering the detriment to the Premises and Business.*

5.4.74 This is a subjective statement made by NDA. The Council’s position is that there is a compelling case in the public interest for confirmation of the Orders (as set out by James Driver’s evidence as a whole).

*5.4.75 NDA believe the scale of the works to construct the scheme will cause significant disruption and loss to their business.*

5.4.76 All works will be programmed to ensure the minimum disturbance is caused to any business – in relation to NDA specifically, the new access would be created before the existing access is stopped up. However, if such losses arise and disturbance is encountered then this is a compensation matter which NDA can pursue and, if a reduction in business turnover arises which can be attributed to the scheme (if built) then NDA can submit a claim for compensation. Any dispute as to compensation matters is appropriately resolved by reference to the Upper Tribunal (Lands Chamber) if not agreed and is not within the scope of this Inquiry

*5.4.77 The scheme will prevent NDA from using their current access.*

5.4.78 This is addressed by the proposed SRO and in James Driver’s evidence (Paragraph 6.3.1)

*5.4.79 The owners are concerned given the proposed cycleway will pass through a flood plain, that the earth bankings which have been built up at the edge of the HRUFCs land where it borders the River Calder for reasons of flood defence could give way.*

5.4.80 This is addressed in James Driver’s evidence (Paragraph 7.2.3).

*5.4.81 NDA cite an earlier alternative considered by the Council which would use the*

*entrance to the rugby club for the purposes of the new cycleway. The owner believes that if this design had to be disregarded due to concerns over blind spots and lines of sight then the same would apply to the objector and its business users if they receive a new entrance in the same approximate location.*

5.4.82 This is addressed in James Driver's evidence (Paragraph 7.2.3).

5.4.83 There is no reason why agreement cannot be achieved in respect of voluntary acquisition with NDA on reasonable terms. Recent meetings with NDA have explored the availability of alternative options. The recent instruction to Roger Hannah will enable dialogue to continue with the aim of securing a private treaty agreement, which remains BCC's preferred approach, but to ensure the timely delivery of the project, BCC does require the certainty of land assembly afforded by the CPO.

5.5 **Objector 2 – Canal & River Trust (Freeholder) – Plots 2/1, 2/1a, 2/1b, 2/1c, 2/1d, 2/1e and 2/1f (CPO and Bridge Making Order Objector)**

**Overview**

5.5.1 Canal and River Trust (CRT) are the freehold owners of Plots 2/1, 2/1a, 2/1b, 2/1c, 2/1d, 2/1e and 2/1f, which include sections of the tow path, half of the River Calder width, and areas of overgrown scrub and vegetation.

5.5.2 Discussions with CRT and their agent commenced in May 2020.

**Effects of the Scheme**

5.5.3 The EAP scheme requires the following:

- a) Plot 2/1 - 548 sq m of part of the eastern half width and embankment of the River Calder, overgrown land and part of canal towpath located west of the watercourse known as the Calder and Hebble Navigation and Halifax Road (A629) ('the Canal'),
- b) Plot 2/1a - the right to enter and re-enter from time to time with or without vehicles, plant, equipment and machinery upon 220 sq m of part of the eastern half width and embankment of the River Calder located west of the watercourse known as the Calder and Hebble Navigation and Halifax Road (A629) for all purposes connected with the construction, use and maintenance of a pedestrian and cycle bridge crossing the River Calder,
- c) Plot 2/1b - 209 square metres of part of the eastern half width and embankment of the River Calder located west of 'the Canal',

- d) Plot 2/1c - 383 square metres of overgrown land located east of the River Calder and west of 'the Canal',
- e) Plot 2/1d - 465 square metres of part of the eastern embankment of the River Calder, vegetation and part of canal towpath located west of 'the Canal',
- f) Plot 2/1e - 3824 square metres of part of the watercourse known as the Calder and Hebble Navigation, canal towpath, moorings, canal bank and part of cycle route 66 from the unclassified road known as Gas Works Lane located south, south-west and east of the Barge and Barrel Public House, south-east of Park Road (A6025) and south of Calderdale Way (A629),
- g) Plot 2/1f - the right to enter and re-enter from time to time with or without vehicles, plant, equipment and machinery upon 114 square metres of part of the watercourse known as the Calder and Hebble Navigation located north-east of the Barge and Barrel Public House, southeast of Park Road (A6025) and south of Calderdale Way (A629) for all purposes connected with the construction, use and maintenance of the Canal and River Calder pedestrian and cycle bridge crossing.

5.5.4 The above plots will enable BCC (through its Bridge Making Order) to construct a bridge over the Calder and Hebble Navigation, which is a navigable waterway. The design guidance follows the Code of Practice, as set out by CRT, who are the waterways navigation authority. The bridge super structure will have an overall width of 4.46m and the shared walking and cycleway being 3.3m wide (as per the Council's requests to modify the SRO set out in Paragraph 6.4.2 of James Driver's evidence).

### **Summary of Objections**

5.5.5 CRT objected to the CPO and Bridge Making Scheme on 7<sup>th</sup> April 2022. A summary of that objection is detailed below.

- a) CRT believes meaningful attempts at negotiation have not been pursued or genuinely attempted by the Acquiring Authority in breach of paragraph 17 of the Compulsory Purchase Process Guidance as published by the Department for Levelling Up, Housing, Communities.
- b) The Trust have also stated their belief the acquiring authority has failed to take reasonable steps to acquire all of the land and rights included in the Orders by agreement, in breach of paragraph 2 of the Compulsory Purchase Process Guidance as published by the Ministry for Levelling Up, Housing & Communities.

- c) In support of their objection, the Trust have stated their position as a statutory undertaker, which has a duty to make its waterways available for navigation and to maintain its waterways in a condition suitable for use for cruising under Section 105 of the Transport Act 1968.
- d) Further, in order to implement the proposed scheme, CRT have requested the acquiring authority should satisfy the Trust that periods of construction and ongoing use of the scheme will have no long-term impact upon the waterways for navigation. CRT say it is unknown whether any substantial works will require the closure of the waterway and if they are, when this will occur. Such works which may affect the interests of the Trust as statutory undertaker for the waterways would ordinarily require the agreement of the Trust before they may be undertaken.
- e) The Acquiring Authority has been advised to have regard to the Trust's 'Code of Practice for Works Affecting the Canal & River Trust' ("CoP"). However, CRT believe there has been little engagement in such negotiation to date.
- f) As such, CRT considers that it has not been adequately demonstrated that the scheme and Order is "unlikely to be blocked by any physical or legal impediments", such as the need for works to comply with the CoP. At the time of submitting their objection to the CPO, CRT stated it is contrary to the requirements of paragraph 15 of the Compulsory Purchase Process Guidance as published by the Department for Levelling Up, Ministry of Housing, Communities & Local Government.
- g) The property concerned was acquired by CRT for the purposes of the undertaking and is directly related to the Trust's statutory functions. It is, therefore, "special category land" for the purposes of Section 16 of the Acquisition of Land Act 1981. It is considered that the acquisition of the interests in the property sought by the Orders without an agreement would be incompatible with and would cause serious detriment to the use of the property by CRT. CRT will therefore submit representations to the Secretary of State for Environment, Food and Rural Affairs that the Orders should not be confirmed to include the Trust's operational land, unless that Secretary of State can be satisfied that:
  - i. The Property can be taken without serious detriment to the carrying on of the Trust's undertaking; or
  - ii. The Property taken can be replaced by other land without serious detriment to the Trust's undertaking.
- h) It is CRT's view that the Acquiring Authority has not demonstrated to the satisfaction of the Trust that either points 5.5.5 g) i. or 5.5.5 f) ii. above

are achievable. CRT therefore considers that the use of this operational land without the appropriate agreements in place could cause serious detriment to its undertaking.

- i) CRT summarised their position that for the protection of the Trust's undertaking and for the reasons detailed above, the Secretary of State should refuse to confirm the Orders, pending the negotiation and agreement of appropriate documentation on terms satisfactory to CRT, such negotiations to take into account:
  - i. RT's obligations under the terms of a Trust Settlement settling RT's operational land on the public and appointing CRT as sole trustee of the Waterways Infrastructure Trust, dated 28th June 2012; and
  - ii. CRT's charitable status and the resulting obligations to comply with the provisions of the Charities Act 2011 in relation to the disposal of interests in land.

#### **Current Position**

- 5.5.6 Since May 2020, BCC and CRT have been engaged in detailed discussions regarding the scheme which have considered all aspects of the objections made by CRT and the impact upon CRT's property. These discussions have involved negotiations with David Fisher (CRT External Land Agent), Susannah Rackstraw (CRT Senior Estates Surveyor) and Alan Daines (CRT Infrastructure Services - Area Manager) which extended to and addressed the issues detailed within the objection submitted by CRT on 7th April 2022 (see para 5.5.5 above)
- 5.5.7 Further to these discussions, Heads of Terms with CRT were agreed on the 9th April 2024 and legal completion took place on 3rd June 2025 which resulted in the withdrawal of CRT's objections.

#### **Response to Objection**

- 5.5.8 Confirmation that legal completion had taken place on 30th May 2025 confirms that the objections made by CRT had been satisfied and addressed. The negotiated settlement included the transfer of freehold land for the bridge abutments, oversail rights over the Calder and Hebble Navigation to facilitate the construction of 2no bridges, widening of the towpath, rights to connect to the canal towpath and licences to facilitate the construction and maintenance of the bridges.

5.6 **Objector 3 – Christopher John and Daryl Scott Morton (Freeholders) – Plot 2/2 (CPO Objector)**

**Overview**

- 5.6.1 Messrs Morton own the freehold of Plot 2/2.
- 5.6.2 Engagement with Messrs Morton and their agent commenced on 20th December 2021. Discussions have continued between BCC and the agent during the interim period.

**Effects of Scheme**

- 5.6.3 The EAP scheme requires 2,670 sq m of agricultural land and field access to be utilized as an access route to enable access between Plots 2/3 and 2/1d which will enable the construction of the footbridge (Plot 2/1c).

**Summary of Objection**

- 5.6.4 An objection dated 23rd March 2022 was submitted by Messrs Morton which stated that

*‘the construction access route that is proposed across the Morton’s land, which is to be acquired under the Order is mostly across productive agricultural land, which is cultivated for arable crops. Part of the land is low lying and is prone to water logging in winter weather conditions. The Morton family believe an elevated embankment along which runs a hard surfaced vehicular track could be used as an alternative route with less disturbance to crops’.*

**Current Position**

- 5.6.5 Negotiations with the agent representing Messrs Morton have continued throughout 2021, 2022, 2023, 2024 and 2025.
- 5.6.6 Heads of Terms were agreed between Messrs Morton and BCC on 7th March 2025; this included the provision of a licence over land required for the scheme and the provision that Messrs Morton would withdraw their objection upon completion of the necessary legal documents.
- 5.6.7 BCC’s legal team prepared the draft documentation which was sent to the Morton’s agent on 7th May 2025 for their consideration and acceptance. On 29th May 2025, Morton’s agent requested one small amendment and that was the inclusion of a ‘long stop date’.
- 5.6.8 BCC confirmed that this was acceptable and an agreed form of the

documents which included withdrawal of the objection, is now agreed, subject to the legal process being completed.

### **Response to the Objection**

5.6.9 Upon reviewing the objectors' alternative route of the raised embankment, BCC concluded that this was not suitable for the proposed construction access. This was primarily due to the number of trees which would have to be removed or significantly trimmed back, and the invasive species present along the embankment. Furthermore, additional and unaccounted for ground investigation would have been required to ascertain the embankments stability for plant equipment. Ultimately, the proposed route within the EAP scheme, although impacting on the grass crop (the field has been sown to grass since the objection was made) it is deemed to be the least environmentally impactful and safer or less risky approach regarding construction traffic movement for the requirements of the scheme.

5.6.10 At the time of preparing this evidence, the legal documents are agreed and are in the process of being circulated between the parties. It is anticipated that withdrawal of the objection will be achieved but, in any event, to ensure the timely delivery of the EAP scheme BCC requires the certainty of land assembly afforded by the CPO.

### **5.7 Objector 4 – Percivals (Tadcaster) Ltd and YDS Limited (Freeholders) – Plots 2/9, 2/9a, 2/9b and 2/9c. (CPO Objector)**

#### **Overview**

5.7.1 The current freeholders of the plots (part thereof) of land at the Barge and Barrel Public House are Percivals (Tadcaster) Ltd and YDS Ltd.

5.7.2 The original freeholder at the time of the CPO being made was Newriver Community Pubs Limited who were then acquired by Admiral Taverns in July 2021. Admiral Taverns then sold their interest in the Barge and Barrell to Percivals (Tadcaster) Ltd on 6th September 2022; this party was represented by their director, Dr Mark Spencer.

5.7.3 On 29 March 2023 an objection to the orders was made by Bench Mark Designs in respect of land included within the CPO. At that time Bench Mark Designs were acting on instructions from Dr Mark Spencer.

5.7.4 By a transfer dated 21 August 2023, part of the property was transferred to YDS Group Ltd which includes part of Plot 2/9, and the entire area included as Plot 2/9b and 2/9c – the land transferred to YDS Group Ltd is now registered under title number YY185561. Both parties are represented by Janice Colley of Norton Connor Solicitors.

### **Effects of Scheme**

5.7.5 The EAP scheme requires:

- a) Plot 2/9 - 374 sq m of part of the car park to the Barge and Barrel Public House located south-east of Park Road (A6025)
- b) Plot 2/9a - 34 sq m of part of retaining wall adjoining the canal towpath and vegetation at the rear of the Barge and Barrel Public House, located south-east of Park Road (A6025)
- c) Plot 2/9b - 9 sq m of part of a highway boundary wall and part of the car park to the Barge and Barrel Public House located southeast of Park Road (A6025)
- d) Plot 2/9c- 129 square metres of part of the car park to the Barge and Barrel Public House, scrubland and vegetation located south-east of Park Road (A6025).

5.7.6 The above plots will enable the widening of the towpath and construction of a footbridge and cycleway over the Calder and Hebble Navigation.

### **Summary of Objection**

5.7.7 The owners detailed within the CPO at the time of making the CPO were Newriver Community Pubs Limited. In the months following the making of the CPO, Newriver Community Pubs were acquired by Admiral Taverns who objected to the scheme (owing to concerns regarding the impact of land take on their carpark). Subsequently, Admiral Taverns sold their interest to Percivals (Tadcaster) Ltd on the 6th Sept 2022 and by letter dated 17th May 2023 Admiral Taverns Limited withdrew their objection.

5.7.8 The new owner, Percivals (Tadcaster) Ltd, was afforded the opportunity to submit an objection, if he so wished and the following objection was received;

- a) There is a planning application about to be submitted to the LPA for conversion of this property, allowing it to be turned into houses and apartments, while also retaining part as a wine bar and an additional dentist surgery.
- b) The objector also stated concern that the CPO will take away critical parking provision. Although in principle the objector supports the bridge access, it has suggested that any permanent loss of car parking could jeopardise the (re)development of the site. The objector also requested that the bridge access be sited slightly further to the North East than the

current design approved in the recent planning application.

- 5.7.9 There was a subsequent sale of part of the premises by Percivals (Tadcaster) Ltd to YDS Group Limited – as per the detail at para 5.7.4

#### **Current Position**

- 5.7.10 Initial engagement with Newriver Community Pubs Limited and Admiral Taverns Limited ceased when Admiral Taverns Limited sold their interest to Percivals (Tadcaster) Ltd on the 6th Sept 2022 - negotiations commenced with Dr Spencer who was a director of Percivals (Tadcaster) Ltd and continued during 2023, 2024 and 2025.
- 5.7.11 These discussions culminated in Heads of Terms being sent to Dr Spencer on 11th April 2024 which provided for voluntary acquisition including a licence for a works area to be used during the construction of the bridge and withdrawal of the objection; Dr Spencer confirmed receipt of the same on 29th April 2024 which included confirmation that these had been sent to his lawyers – no amendments to the Heads of Term were requested by Dr Spencer.
- 5.7.12 On 23rd July 2024, Dr Spencer's solicitor (Janice Colley of Norton Connor Solicitors) confirmed her instruction and BCC's solicitors provided the necessary costs undertakings on 19th August 2024. Agreement on a form of documents was reached and engrossment copies were sent to Janice Colley on 12th May 2025.
- 5.7.13 BCC executed their copies on 21st May 2025 ready for completion.
- 5.7.14 On 28 May 2025 Janice Colley indicated that she was holding signed documents and forwarded her completion statement. Completion of a voluntary acquisition and withdrawal of the objection is therefore imminent.

#### **Response to Objection**

- 5.7.15 The following summarises BCC's response to the objection
- a) The Council engaged with Dr Mark Spencer, upon learning of Tadcaster (Percivals) Ltd acquisition of the site, including notifying him of the existence of the CPO and how he could register an objection if he wished to do so.
  - b) Since this initial engagement there have been several onsite meetings to discuss the issues raised in the objection. The Council produced an alternative car park layout to the design produced by Tadcaster (Percivals) Ltd's architect which resolved the concern as to a loss of viable car parking spaces as a result of the EAP scheme. The negotiated

settlement provides for the voluntary acquisition of the land required for the scheme, including a license for a works area to be used during the construction of the bridge, subject to compensation being paid at an agreed figure and the withdrawal of the objection.

- c) A negotiated settlement has been agreed between the parties' solicitors with engrossment copies of documents circulated for completion. The presentation of agreed legal documents would intimate and confirm that the objections made have been satisfied and addressed.

5.7.16 Therefore, although at the time of preparing this evidence legal documents have been agreed and circulated between the respective legal parties, to ensure the timely delivery of the project BCC requires the certainty of land assembly afforded by the CPO.

5.8 **Objector 5 - Optimisation Investments Limited (Freeholder) and WM Morrison Supermarkets Plc (Leaseholder) – Plots 3/1, 3/1a, 3/1b, 3/1c, 3/1d, 3/1e and 3/1f (CPO Objector)**

**Overview**

5.8.1 The freeholder is Optimisation Investments Limited (OIL) and WM Morrison Supermarkets Plc (WMMS) is the leaseholder.

5.8.2 In May 2024, BCC was made aware that OIL had sold part of their interest to a subsidiary of Motor Fuel Group Ltd (MFG) - Mercury PFS Newco 2 Limited which included Plots 3/1d, 3/1e, 3/1f and part 3/1d. For ease of reference MFG is referred to in this report in regard to this particular interest.

**Effect of the Scheme**

5.8.3 The original scheme design required the following plots;

- a) Plot 3/1 - 313 square metres of grassed area and tarmac path located north-west of the unclassified road known as Eastgate and south-east of Morrisons supermarket.
- b) Plot 3/1a - 541 square metres of grassed area and stone wall located north-west of the unclassified road known as Eastgate and south-east of the Morrisons supermarket.
- c) Plot 3/1b - 58 square metres of part of Jubilee Way road and footway located south-west and northwest of the unclassified road known as Wistons Lane and south of Morrisons petrol station and car wash.
- d) Plot 3/1c - 622 square metres of part of Jubilee Way Road and footway and an area of grassed land located west and south of the junction

between Jubilee Way and Wistons Lane and south of Morrisons petrol station and car park.

- e) Plot 3/1d - 35 square metres of grassed/overgrown land located west of the footway of the unclassified road known as Wistons Lane, north of Jubilee Way and east of Morrisons petrol station and car wash.
- f) Plot 3/1e - 93 square metres of part of embankment and small gabion retaining wall located west of the unclassified road known as Wistons Lane, north of Jubilee Way and east and north-east of Morrisons petrol station and car wash.
- g) Plot 3/1f - 42 square metres of part of embankment and overgrown land located west of the unclassified road known as Wistons Lane, north of Jubilee Way and east and north-east of Morrisons petrol station and car wash.

5.8.4 The above plots of land enable improved pedestrian and cycleway links.

#### **Summary of Objection**

5.8.5 The objectors are the freehold owners and leaseholders of the Morrisons supermarket site. The grounds of their objection as stated in the objection dated 4<sup>th</sup> April 2022 were as follows:

- a) Morrisons did not feel that there had been adequate engagement by the Council in relation to the Orders.
- b) Further, they considered there to have been a failure to give proper regard to the supermarket's ongoing use of their property and their future development proposals.
- c) The objectors did not consider there to be a sound justification for the extent of the land included within the Order.
- d) Finally, they did not believe that there had been a reasonable attempt to negotiate voluntary acquisition by the Council as the acquiring authority

#### **Current Position**

5.8.6 Negotiations commenced with the freeholder and leaseholder in June 2020; a meeting was convened on site between BCC and Morrisons' representatives during the week commencing 8th June 2020. Negotiations were undertaken on behalf of both parties by the Morrisons Estate Team.

5.8.7 On 26th June 2020, BCC provided details regarding the proposed scheme which would affect the freeholder and leaseholder's interest. A response

detailing concerns regarding the design of the scheme was received by BCC on 23rd July 2020 from Morrisons Estates Team.

- 5.8.8 These comments lead to BCC reviewing the design and on 22nd December 2020, a revised scheme design and layout was provided by BCC to Morrisons Estates Team; a follow up email from BCC was sent on 15th January 2021. On 16th January 2021 Morrisons Estates Team confirmed that they would be considering the redesign proposals.
- 5.8.9 BCC requested an update to the redesign proposals on 16th February 2021, 14th June 2021 and 9th July 2021 to which no responses were received. A further email was sent on 9th July 2021 to a different team member within the Estates Team, again to which no response was received. On 10th December 2021, a further email was sent by BCC to a different person within Morrisons Estates Team who did respond on 17th December 2021 confirming that the team members who had received BCC's emails were in fact still part of the Morrisons Estates Team and the persons charged with dealing with such matters.
- 5.8.10 On 17th January 2022 the person within the Morrisons Estates Team who would deal with CPO matters was confirmed.
- 5.8.11 A meeting was convened on 18th February 2022 to discuss the proposals at which BCC requested information from Morrisons Estates Team.
- 5.8.12 On 4th April 2022, the freeholder and leaseholder objected to the CPO.
- 5.8.13 On 4th April 2022, BCC requested that the information which the Morrisons Estates Team had confirmed they would supply during the meeting on the 18th February 2022 be forwarded to BCC. No information was provided despite further requests on 17th May 2022 and 1st September 2022. On 15th September 2022, this information was supplied by the Morrisons Estates Teams.
- 5.8.14 BCC considered the same and reviewed the design in line with comments made by the Morrisons Estates Team and provided the new designs on 4th November 2022. On 11th November 2022, BCC requested an update. On the 22nd November 2022, the Morrisons Estates Team responded to BCC's suggestions – BCC attempted to arrange a meeting with the Estates Team which was finally convened on site on 23rd February 2023, where various matters were discussed.
- 5.8.15 On 10th March 2023, BCC contacted the Morrisons Estates Team to confirm the concessions and amendments to the scheme which had been the subject of the above discussions. On 17th March 2023 the Estates Team responded and requested additional detail, particularly with regards to the pedestrian crossing. This information was provided by BCC on 24th April 2023 and the

Morrisons Estates Team requested a further plan on 27th June 2023 which was duly sent by BCC on 29th June 2023.

- 5.8.16 From the 23rd June 2023, BCC made a number of requests for an update on the proposals and information supplied to the Morrisons Estates Team; a response by the Morrisons Estates Team was given on 6th October 2023 making further requests to amend the detail of the design; and further information was provided by BCC on 26th October 2023.
- 5.8.17 Numerous attempts to engage with the Morrisons Estates Team were then made to which no responses were received. BCC wrote to the Estates Team on 30th April 2024 outlining the position regarding what had been discussed and agreed to date; the letter identified the dates on which attempts to engage by BCC had been made and included Heads of Terms for consideration by the Estates Team.
- 5.8.18 On 14th May 2024, BCC were informed that the freeholder and leaseholder had sold their interests in the service station to a subsidiary of (as per para 5.8.2) Motor Fuel Group (MFG) and that separate dialogue with MFG would have to commence. Despite the sale, BCC considered that the objection submitted by the OIL and WMMS still remained with regards to the land acquired by MFG.
- 5.8.19 Further to the letter of 30th April 2024 the Estates Team responded on 15th May 2024 to confirm that the contents of the letter were being reviewed. A further response regarding value of compensation was received by BCC on 15<sup>th</sup> July 2024 and 26<sup>th</sup> September 2024.
- 5.8.20 On 4th November 2024, the Morrisons Estates Team proposed a higher compensation payment to which BCC responded on the 12th November 2024; on 19th December 2024, the Morrisons Estates Team confirmed the revised compensation was acceptable, subject to approval at sign off level.
- 5.8.21 On 25th January 2025 revised Heads of Terms were sent to the Morrison Estates Team by BCC to reflect the revised proposal made by BCC on 12th November 2024; in the interim, OIL and WMMS had instructed their legal team to progress with the completion of matters, which would include the withdrawal of their objection.
- 5.8.22 Further to being informed of MFG's ownership (see para 5.8.16), BCC endeavored to engage with MFG; a meeting was convened with MFG on 30th May 2024. A provisional agreement was discussed, and Heads of Terms were sent by BCC to MFG on 16th July 2024.
- 5.8.23 BCC endeavoured to confirm that the Heads of Terms were agreed with various emails to MFG and during a meeting with MFG on 2nd May 2025, the Heads of Terms sent on the 16th July 2024 were agreed; the agreement is

that MFG will transfer their freehold interest in the land included within the CPO (Pt Plots 3/1d, 3/1e and 3/1f) for nil consideration and MFG's reasonable legal expenses will be covered by BCC.

### **Response to Objection**

5.8.24 The following summarises BCC's response to the objection

- a) The Council engaged with the Morrisons Estates Team who represented both of the original parties to discuss their objections (including preliminary discussions regarding the scheme's design development and the need for land acquisition prior to the making of the CPO). A primary focus was the location of a balancing pond and pedestrian crossing (Plots 3/1c and 3/1b respectively) and the Council were requested to amend these various elements of the scheme. Morrisons Estates team have also expressed a preference for acquisition by way of licence with them offering the works up for adoption upon completion, so as to retain the freehold in the event of redevelopment.
- b) Continued discussions between the parties have led to a negotiated position whereby the balancing pond is no longer to be located on the land owned by the objectors and the pedestrian crossing is to be relocated to a position considered more favourable by Morrisons Estates Team. BCC is agreeable to proceeding voluntarily by way of licence (albeit that is not possible via the CPO).
- c) BCC contend that all requests made by the objectors have been acceded to and BCC can demonstrate consistent and regular engagement has taken place both prior to and since the CPO was made with the agreed Heads of Terms being testament to this.
- d) The sale of the petrol filling station lead to separate engagement with the subsidiary of MFG to ensure that any concerns which they may have had with the scheme were addressed. Heads of Terms agreeing the voluntary acquisition of land and rights required from all parties has enabled solicitors to be instructed to agree contractual documentation.

5.8.25 At the time of preparing this evidence, solicitors have been instructed, appropriate costs undertakings have been put in place and draft legal documents are during negotiation which, if completed prior to Inquiry will result in withdrawal of the objections from the freeholder and leaseholder and MFG. However, to ensure the timely delivery of the project, at this stage BCC requires the certainty of land assembly afforded by the CPO.

5.9 **Objector 6 - John Christopher and Carol Ann Holton (Freeholders) – Plots 2/8, 2/8a, 2/8b, 2/8c, 2/8d and 2/8e (CPO objector – now withdrawn)**

## **Overview**

- 5.9.1 The freeholders of the land included within the CPO are John Christopher and Carol Ann Holton. They own the former site of the property known as Riverdale House (demolished) located north-west of Gas Works Lane and the River Calder and south-east of the watercourse known as the Calder and Hebble Navigation. The site is currently used as a reclamation yard.

## **Effects of Scheme**

- 5.9.2 The design of the EAP scheme requires the following land
- a) Plot 2/8 - 720 sq m of hard standing and demolition storage area comprising the former site of the property known as Riverdale House (demolished) located north-west of Gas Works Lane and the River Calder and south-east of the watercourse known as the Calder and Hebble Navigation.
  - b) Plot 2/8a - 81 sq m of part of the former site of the property known as Riverdale House (demolished) located north-west of the unclassified road known as Gas Works Lane and the River Calder and east of the property known as Wharf House.
  - c) Plot 2/8b - 458 sq m of part of the unclassified road known as Gas Works Lane and the north-western half width and embankment of the River Calder located north-east of Elland Bridge (B6114) and south of the former site of the property known as Riverdale House (demolished).
  - d) Plot 2/8c - 425 sq m of hard standing and demolition storage area comprising the former site of the property known as Riverdale House (demolished) located north-west of Gas Works Lane and the River Calder and southeast of the watercourse known as the Calder and Hebble Navigation.
  - e) Plot 2/8d - The right to enter and re-enter from time to time with or without vehicles, plant, equipment and machinery upon 138 square metres of part of the unclassified road known as Gas Works Lane and the north-western half width and embankment of the River Calder located north-east of Elland Bridge (B6114) and south-east of the site of the former Riverdale House (demolished) for all purposes connected with the construction, use and maintenance of the Canal and River Calder pedestrian and cycle bridge crossing.
  - f) Plot 2/8e - 414 sq m of part of the unclassified road known as Gas Works Lane and the north-western half width and embankment of the River Calder located north-east of Elland Bridge (B6114) and south-east of the

site of the former Riverdale House (demolished).

- 5.9.3 The land is required to construct the pedestrian and cycle bridge crossing over the River Calder and Gas Works Lane. The current design includes the provision of a footbridge and cycleway and oversail rights over the River Calder.

#### **Summary of Objection**

- 5.9.4 the landowners objected on the following basis

- a) The scheme could result in blighting the remainder of the property owned by Messrs Holton,
- b) That no suitable proposals have been forthcoming in connection with the acquisition of the whole of the property or the payment of reasonable compensation to cover the effect on the value of their remaining land.

#### **Current Position**

- 5.9.5 Negotiations commenced with Messrs Holton in February 2021; a written offer, including monetary compensation in respect of the land was made to Messrs Holton on 15th February 2021.
- 5.9.6 Messrs Holton responded to the offer on 10th March 2021; their response was made on their behalf by their appointed agent, Keith Cannon of Walker Singleton, Chartered Surveyors (WS). The response from WS focused on land values with the suggestion that the scheme 'blights' the whole site and that BCC should acquire the whole of the Holton's land interest and not just that land included within the CPO. No other specific issues were detailed regarding the scheme design.
- 5.9.7 On 29th March 2021 BCC requested that Messrs Holton confirm that WS are instructed to act on behalf of Messrs Holton to which they responded and confirmed the same on 1st April 2021.
- 5.9.8 BCC made attempts to contact the agent and on 10th May 2021, a telephone conversation was held. A comprehensive response to the WS letter dated 10th March 2021 was made by BCC on 21st May 2021 (including an offer of compensation made on a 'without prejudice' basis) to which no response was received by BCC. On the 15th February 2022, BCC sent a request for a response to BCC's proposal made on 21st May 2021.
- 5.9.9 On 16th February 2022, WS confirmed that they would speak with Messrs Holton and revert to BCC.
- 5.9.10 During week commencing 18th April 2022, Jack Spencer at WS contacted BCC

requesting a meeting to discuss matters; this was arranged for 3rd May 2022. During this call WS stated that the objectors had not received the CPO documentation but that they did object to the scheme. BCC confirmed that any objection had to be made to the Secretary of State for Transport (DfT). BCC confirmed that they would review the service of the documents. The issue of blight was also discussed but no substantiation as to why this was their approach was given.

5.9.11 On 10th May 2022, Royal Mail confirmed that the CPO documents had been lost in transit; therefore, BCC stated that they would resend the documents and provide an extended objection period; the original date by which objections were to be received of 8th April 2022 having since passed. On 17th May 2022, BCC confirmed to Jack Spencer that the DfT had agreed an extended objection period of 21 days.

5.9.12 On 31st May 2022, WS submitted an objection to the scheme on behalf of Mr and Mrs Holton.

5.9.13 On 23rd September 2022, BCC's solicitors responded to the 31st May 2022 objection; in this letter, it was clearly stated that in their opinion the

*- 'objection is solely related to compensation matters and whether our client should acquire the whole of your client's property. UK Government guidance makes it clear that the Secretary of State for Transport is entitled to disregard an objection on these matters – see paragraph 49 of the UK Government guidance which can be accessed via the following link:- Compulsory purchase and compensation: guide 1 - procedure - GOV.UK ([www.gov.uk](http://www.gov.uk))'*

*- 'in relation to compensation matters (to the extent there is any remaining dispute) this can be resolved by further negotiation and in the event of lack of agreement by reference to the Upper Tribunal (Lands Chamber) for determination – this process can be used in due course;*

*- in relation to the question of whether the acquiring authority should acquire all of your client's land, your client has the option of serving a counter notice under schedule 2A of the Compulsory Purchase Act 1965 (in the event that our client uses the Notice to Treat procedure to achieve acquisition) or under schedule A1 of the Compulsory Purchase (Vesting Declarations) Act 1981 (in the event that our client uses the General Vesting Declaration Procedure). Either process could be used in due course'.*

5.9.14 Mr and Mrs Holton's solicitor confirmed receipt on 29th September 2022. BCC confirmed that the previous offer which had been made in May 2021, remained as tabled on 14th October 2022.

5.9.15 On 12th December 2022, WS, requested that BCC confirm if the scheme had been placed on hold. – BCC confirmed that this was not the case by return

and WS acknowledged this on 13th December 2022.

- 5.9.16 On 18th January 2023 and 13th February 2023, BCC requested an update from WS; a response from WS was received on 21st February 2023 which stated that the offer of compensation made in May 2021 was rejected. By return, BCC confirmed that they would review the position.
- 5.9.17 BCC responded to WS's email dated 21st February 2023 on 2nd May 2023; this response addressed the contention that their remaining site is 'blighted' by the scheme and suggested that they review the statutory blight provisions and provide comparable evidence to support their contentions regarding site value. BCC also confirmed that matters of compensation would be addressed by the Upper Tribunal (Lands Chamber), should a CPO be made and that an objection based solely on being unable to agree compensation was able to be disregarded.
- 5.9.18 BCC sought a response to their email dated 2nd May 2023 on 7th June 2023; by return WS confirmed that it was seeking instructions from Messrs Holton.
- 5.9.19 BCC requested an update on 20th June 2023; WS responded on 14th July 2023 to confirm that he still awaited instructions.
- 5.9.20 On 21st August 2023, WS proposed that BCC acquire the whole land interest (including the CPO plots) for the sum of £500,000 and reiterated that they felt the scheme 'blighted' the remainder of their site, should the scheme be developed.
- 5.9.21 BCC requested a telephone call with Jack Spencer of WS on 19<sup>th</sup> September 2023 to discuss his email dated 21<sup>st</sup> August 2023; BCC also requested that WS confirmed that it's clients objection focuses solely on the quantum of monetary compensation. On 5<sup>th</sup> October 2023, WS confirmed that *'the figure is not solely based on this, we have considered comparable evidence, but this has been a factor Mr Holton has raised on many occasions given the flyover creates issues for the retained land'*.
- 5.9.22 BCC made a further request for a telephone call to discuss these matters on 9<sup>th</sup> October 2023; on 1<sup>st</sup> November 2023 a conversation between BCC and Jack Spencer of WS took place and further to that, WS confirmed (on 1<sup>st</sup> November 2023) that his clients would accept a sum for the land required for the scheme; no supporting evidence was provided to justify the requested sum.
- 5.9.23 On 7<sup>th</sup> November 2023, BCC responded to the above proposal and stated that
- *'the sum ... does not really provide me with sufficient detail to consider this properly with the Team.*

*- the burden of proof is on the claimant, and I will require further detail as to how the sum is derived.*

*- reiterated previous comments that this matter does appear to be solely focused on compensation and that if this is the case, then this can be addressed by the agreement of or assessment of compensation in accordance with the Compensation Code.*

*- the amount of compensation payable can be resolved by further negotiation but BCC require a more detailed rationale for the proposal. If we are unable to agree a figure, then the matter would and can be resolved by reference to the Upper Tribunal (Lands Chamber) for determination.*

*- Government Guidance makes it clear that the Secretary of State is entitled to disregard any objection relating to the appropriate level of compensation, as well as other matters which can be dealt with by the Upper Tribunal (Lands Chamber)*

- 5.9.24 WS (17<sup>th</sup> November 2023) acknowledged that it had not responded to BCC's email dated 7<sup>th</sup> November 2023 because it could not contact its client who was on a cruise with limited communications.
- 5.9.25 On 29<sup>th</sup> November 2023, WS raised a query regarding BCC's offer of compensation; on 5<sup>th</sup> December 2023, BCC responded to the query which again focused on quantum of compensation and on 15<sup>th</sup> December 2023, WS confirmed that he was awaiting his clients' instructions.
- 5.9.26 On 21<sup>st</sup> February 2024, BCC requested an update from WS including provision of comparable evidence to support its clients proposed compensation figure. On 27<sup>th</sup> February 2024, WS confirmed that his client was '*in touch with a legal professional and another chartered surveyor*' – and that he would provide an update as soon as possible.
- 5.9.27 Emails were sent by BCC to WS on 5<sup>th</sup> March 2024 and 9<sup>th</sup> April 2024 to which no response was received; on 23<sup>rd</sup> April 2024 a further request was made by BCC for an update – on 3<sup>rd</sup> May 2024, WS confirmed that it was awaiting instruction to send a response to BCC. BCC requested an update on when this response would be received on 6<sup>th</sup> June 2024.
- 5.9.28 On 11<sup>th</sup> June 2024, BCC confirmed with WS, that BCC's legal team had contacted the Holton's solicitor who confirmed that Mr Holton had received advice from a specialist CPO surveyor who recommended that Mr Holton speak with a specialist CPO lawyer (which at this stage he had not done). It was also confirmed that WS was still retained, and that BCC should continue to liaise with them.
- 5.9.29 On 3<sup>rd</sup> July 2024 BCC received a response from WS which included narrative

on comparable evidence to support its clients' contentions regarding monetary compensation.

- 5.9.30 BCC confirmed receipt of this on 10th July 2024 and enquired if it would be appropriate to consider this in line with the specialist legal advice Messrs Holton had suggested they were receiving, to which no response was received. BCC chased an answer to the above on 5th September 2024 and 23rd September 2024. WS responded on 26th September 2024 confirming that its instruction was to discuss compensation and that the advice being taken from the specialist CPO lawyer had been paused. On this basis, BCC confirmed that they would respond to WS's email dated 3rd July 2024.
- 5.9.31 BCC responded to the above on 15th October 2024, which included a revised offer for the rights included within the CPO. BCC received a response to the above, dated 14th November 2024 which in summary confirmed that Messrs Holton were reconsidering if the sum previously suggested (see para 5.9.25) was still a figure they would accept. BCC confirmed receipt on 18th November 2024 and requested clarification if the previous offer was rescinded. On 19th November 2024, WS confirmed that its client may seek an updated valuation of the site.
- 5.9.32 On 16th January 2025, WS requested an update; BCC responded on 16th January 2025, reiterating that all the information supplied to date and the associated narrative continued to focus solely on compensation and asked WS to confirm if this was the case
- 5.9.33 On 26<sup>th</sup> January 2025 BCC received an email from WS confirming that there was no objection to the CPO but there was disagreement with the valuation of compensation and his client is aware of the mechanism available, if a negotiated settlement cannot be agreed.
- 5.9.34 On 28<sup>th</sup> January 2025, BCC confirmed to WS that if its client wished to withdraw its objection then this is done by contacting the [nationalcasework@dft.gov.uk](mailto:nationalcasework@dft.gov.uk). The Council also confirmed that compensation matters will be dealt with by ongoing negotiations or, if necessary, determination by reference to the Upper Tribunal (Lands Chamber). Confirmation that the objection had been withdrawn was received by BCC on 7<sup>th</sup> February 2025.
- 5.9.35 On 4<sup>th</sup> March 2025, WS requested an update on compensation matters and BCC confirmed that they were considering the same (5<sup>th</sup> March 2025). On 10<sup>th</sup> April 2025, BCC made a request to WS regarding the possibility of undertaking some ground investigation on the land, to consider the ground conditions of the same in relation to be able to consider compensation value; at the time of writing no response has been made.
- 5.9.36 The objection was formally withdrawn on 7th February 2025 by way of an

email to DfT on the basis that compensation was not a matter for the Inquiry and that negotiations regarding the acquisition of the land would continue.

### **Response to Objection**

5.9.37 The Council is of the following opinion

- a) There is no need to acquire the whole of the Holton's land. It has made offers to voluntarily acquire the land it requires for the scheme but it has not been able to reach agreement on compensation.
- b) In the event of failure of reaching a negotiated agreement, if necessary, reference to the Upper Tribunal (Lands Chamber) could be made to consider the compensation due. This would also be a mechanism by which the landowner (if they wanted to request acquisition of the whole of their interest at the time of compulsory acquisition) could pursue, in the absence of BCC agreeing to the same.

5.9.38 At the time of preparing this evidence, the objection has been withdrawn and negotiations regarding compensation matters continue; however, to ensure the timely delivery of the project BCC requires the certainty of land assembly afforded by the CPO.

### **5.10 Objector 7 - Lockside Estates Limited (Claimed prescriptive easement for a right of way) – Plot 2/5 (CPO Objector)**

#### **Overview**

5.10.1 The objector has claimed a prescriptive easement for a right of way over Plot 2/5 which comprises 677 square metres of part of the unclassified road known as Gas Works Lane (part of cycle route 66) located southeast of Elland Wharf and the Calder and Hebble Navigation, north-east of Elland Bridge (B6114) and north-west of the River Calder, plus mooring rights over Plot 2/1e.

#### **Effects of Scheme**

5.10.2 No land is required from the objector; however, his rights have the potential to be affected during the construction of the scheme.

#### **Summary of Objection**

5.10.3 The objector does not own land within the CPO but does own the site immediately to the south west of the proposed new Elland Bridge. The objector has a prescriptive easement in plot 2/5 and is identified in Table 2 of the CPO accordingly and the benefit of mooring rights over Plot 2/1e. The objection includes the following issues;

- a) an expressed concern about continued access to the site (via Gas Works Lane) during construction of the scheme.
- b) a concern about the potential loss of mooring rights that are held on license from CRT.
- c) a concern that the development will increase the flood risk to its site exponentially because the widening of the towpath entails the narrowing of the channel which would divert the flow of water towards the other side of the canal, resulting in increased water levels flowing directly towards the site.
- d) a concern that some fundamental omissions and/or discrepancies in the evidence that has been put forward by/on behalf of the Council in support of the planning application relating to this scheme. It is suggested that the proposed widening of the towpath has not been built into the modelling undertaken by the Council's retained consultants and that only the proposed new bridge structures have been included.
- e) that the mitigation measures required by the Local Flood Authority ("LFA") in the conditions of the planning approval issued by the LPA cannot be adhered to.
- f) confirmation that the objector does not oppose the scheme itself and accepts that the regeneration of towns such as Elland (especially areas of historical importance) and investment in infrastructure is a positive thing but his concern is that the scheme could have a direct negative impact on his premises by increasing vulnerability to flooding and a desire that all public infrastructure works place a greater emphasis on reducing flood risk than is currently required under national and local planning policy.

#### **Current Position**

5.10.4 All discussions with the objector have been undertaken by James Driver; I have had no direct involvement with these with the summary of the objection and response to the same detailed below.

#### **Response to Objection**

5.10.5 All discussions with the objector have been led by James Driver; I have had no direct involvement with these and accordingly I do not summarise the objection or respond to the same further. I would however refer to the evidence of James Driver.

5.10.6 BCC (via James Driver Project Manager) continues to negotiate with the objector and has met with its director to further discuss the concerns raised

in his objection.

- 5.10.7 In the absence of the objector withdrawing his objection prior to the inquiry, to ensure the timely delivery of the project BCC requires the certainty of land assembly afforded by the CPO.

## **6.0 Parties who did not object to Compulsory Purchase Orders**

- 6.1 BCC have engaged with all parties who have interests included within the CPO, not only those who objected.

- 6.2 This includes 2 plots of land with 2 known parties who are as follows.

### **6.3 GO ON SA (incorporated in Switzerland) Go On SA chez Proman – (Freeholders) Plots 3/2**

#### **Overview**

- 6.3.1 The freeholder is GO ON SA (incorporated in Switzerland) and they own 5 sq m of footway of the unclassified road known as Eastgate.

#### **Effects of Scheme**

- 6.3.2 The land is required to widen the footpath area at this location.

#### **Current Position**

- 6.3.3 Further to the original CPO documentation being sent and several emails to the owners – GO ON SA, no response has ever been received by BCC.

### **6.4 Network Rail (Freeholders) – Plot 3/4**

#### **Overview**

- 6.4.1 The freeholder is Network Rail (NR) who own 9 sq m of overgrown land located south-east of the unclassified road known as Wistons Lane and the River Calder and north of the Calder Valley railway line and Calderdale Way (A629) is required.

#### **Effects of Scheme**

- 6.4.2 The above plots of land enable improved pedestrian and cycleway links

#### **Current Position**

- 6.4.3 NR have agreed that land will be transferred to them as part of a larger land assembly package with regards to the building of a new railway station in

Elland. The agreement encompasses BCC, NR and WYCA with regards to aspects of land which is required for the new station.

- 6.4.4 At the time of preparing this evidence legal documents have been completed between the respective parties, and there are ongoing negotiations in relation to the extent of land that will be transferred to NR and/or retained by BCC pursuant to that agreement but even if this land is transferred to Network Rail there is benefit in the title, which is unregistered, being cleansed and NR have not objected to the CPO of this plot. The land is therefore needed to ensure the timely delivery of the project, BCC requires the certainty of land assembly afforded by the CPO.

## 7.0 **Parties with whom agreements have been concluded.**

- 7.1 I and members of the BCC team have sought to engage with all affected parties with Heads of Terms being agreed for 19 of the 31 plots (where ownership is known). Negotiations are ongoing in respect of a further 10 plots; the balance being the 9 unregistered plots, and 2 plots owned by Network Rail and GO ON SA

## 8.0 **Conclusion**

- 8.1 The above information clearly identifies the following.
- 8.1.1 advice in 'the Guidance' has been fully met in respect of the Orders.
  - 8.1.2 BCC has engaged with all affected parties,
  - 8.1.3 BCC have kept all parties fully informed of the progress of the scheme, and
  - 8.1.4 BCC has actively sought and positively participated in discussions with affected parties.
- 8.2 BCC has given the requisite undertakings regarding reasonable professional fees and costs incurred by all affected parties and made such payments throughout negotiations, when invoices were received.
- 8.3 All affected parties, including the objectors to the Orders, will be adequately protected, either by an agreement (negotiations are continuing in respect of each interest where agreement remains to be reached) or (following a failure of negotiations) by the statutory entitlement to claim compensation under the relevant provisions of the Compensation Code, including, where compensation cannot be agreed, the ability to refer a claim to the Upper Tribunal (Lands Chamber).

## 9.0 **Expert's Declaration**

- 9.1 I confirm that my duty to the Inquiry as an expert witness overrides any duty to those instructing or paying me, that I have understood this duty and complied with it in giving my evidence impartially and objectively, and that I will continue to comply

with that duty.

- 9.2 I confirm that my report includes all facts which I regard as being relevant to the opinions I have expressed and that attention has been drawn to any matter that would affect the validity of those opinions. I am not instructed under any conditional fee arrangement and have no conflict of interest.
- 9.3 I confirm that I have made clear which facts and matters referred to in this report are within my own knowledge and which are not. Those that are within my own knowledge I confirm to be true. The opinions I have expressed represent my true and complete professional opinions on the matters to which they refer.
- 9.4 I confirm my evidence complies with the requirements of the Royal Institution of Chartered Surveyors (RICS), as set down in Surveyors acting as expert witnesses: RICS practice statement.

Signed **K T Guy** Kevin Guy BSc(Hons) MRICS RICS Registered Valuer

Dated 3<sup>rd</sup> June 2025