



## **SUMMARY PROOF OF EVIDENCE**

**KEVIN GUY**

BSc(Hons) MRICS  
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

Department for Transport Ref: NATTRAN/Y&H/HAO/267

PINS Ref: DPI/A4710/25/3

## **1. Summary Proof of Evidence**

1.1 My name is Kevin Thomas Guy. A summary of my experience, qualifications and role is contained in my full Statement of Evidence.

1.2 This proof of evidence documents the negotiations with landowners who had land interests included in the following orders:

- a. The Borough Council of Calderdale (Elland Station and West Vale Access Package) (West Yorkshire Plus Transport Fund, Transforming Cities Fund) Compulsory Purchase Order 2022
- b. The Borough Council of Calderdale (Elland Station and West Vale Access Package) (West Yorkshire Plus Transport Fund, Transforming Cities Fund) (Side Roads) Order 2022
- c. 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

1.3 Negotiations with landowners have been undertaken in accordance with the Ministry of Housing, Communities and Local Government (MHCLG) "Guidance on the Compulsory Purchase Process.

1.4 The Elland Access Package (EAP) scheme impacts upon 9 landowners, 8 leaseholders and includes 40 plots of land; this includes 7 plots where ownership cannot be established.

1.5 Borough Council of Calderdale (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.

1.6 The position with each objector is set out below:

## **2 Objector 1 – North Dean Automotive Limited (CPO Plots 1/1, 1/1a & 1/c) – Freeholder (CPO and SRO Objector)**

2.1 The freeholder objected to the CPO on 15th March 2022 and contended that there would be a loss of parking, reduced garage premise area, financial loss to the business, an unsuitable new access, increased highway incidents and environmental issues.

2.2 BCC engaged with North Dean Automotive (NDA) from September 2020 with such engagement being sporadic on the part of NDA. Details of communications between BCC and NDA is included within my main proof. Meetings in 2025 with NDA were convened to discuss the scheme.

2.3 Further to these meetings, BCC has provided all information requested by NDA regarding the proposed new pelican crossing, and proposed accommodation works which could be

incorporated, subject to NDA's agreement. Negotiations continue with NDA and their new agent, Roger Hannah, BCC await as response on the above matters.

**3 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)**

3.1 Discussions commenced in May 2020 with Canal & River Trust (CRT) (freeholder), who objected to the CPO on 7th April 2022.

3.2 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 objection.

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

4.1 Negotiations with Messrs Morton and their agent commenced on 20th December 2021 with an objection dated 23rd March 2022 being submitted on their behalf.

4.2 Heads of Terms were agreed on 7th March 2025; this included a provision whereby the objection would be withdrawn upon completion of the necessary legal documents. A legal form of the documents has been agreed which have been circulated for signature.

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

5.1 The ownership of the property has changed since BCC entered into discussions with the original freeholder – the ownership changes are detailed in my proof. An objection was made by Percivals (Tadcaster) Ltd (PLT) on 29 March 2023.

5.2 Heads of Terms were agreed with PTL on 11th April 2024 which provided for voluntary acquisition (including a licence for a works area) and the withdrawal of the objection. As at the date of this summary, the legal representatives for both parties are holding engrossed documents - completion is therefore imminent.

**6 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)**

6.1 The original freeholder was Optimisation Investments Limited (OIL) and WM Morrison Supermarkets Plc (WMMS) were the leaseholder. In May 2024, OIL and WMMS sold part of their interests to a subsidiary of Motor Fuel Group Ltd (MFG) - Mercury PFS Newco 2 Limited

6.2 Negotiations commenced in June 2020 and OIL and WMMS submitted objections to the CPO on 4th April 2022.

6.3 Heads of Terms were agreed with OIL and WMMS on 25th January 2025. Further to the transfer of assets by OIL to MFG in May 2024 and subsequent negotiations with MFG,

Heads of Terms were agreed with MFG on 2nd May 2025 – legal representatives of OIL, WMMS, MFG and BCC were instructed to prepare the requisite documentation to formalize the voluntary agreement and withdrawal of the respective parties objection. Withdrawal of the objection is anticipated.

**7 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)**

7.1 Negotiations with the freeholders commenced in February 2021 and an objection was submitted on 31st May 2022.

7.2 The negotiations focused on the level of monetary compensation being offered with BCC clearly stating on numerous occasions that compensation matters do not fall within the scope of this inquiry.

7.3 Subsequently, Messrs Holton confirmed that they disagreed with extent of land being acquired and the compensation being offered but nevertheless they withdrew their objection – confirmation was received by BCC on 7th February 2025.

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

8.1 The objector has claimed a prescriptive easement for a right of way plus mooring rights.

8.2 James Driver (the EAP Project Manager) has led discussions with the objector which have confirmed that the loss of use of mooring rights will be limited to “nighttime bridge lifts” and that access to the objector’s property will be maintained throughout the duration of the works.

8.3 Negotiations continue between the objector and the Council.

**9 Parties who did not object to Compulsory Purchase Orders**

**9.1 GO ON SA (incorporated in Switzerland) Go On SA chez Proman – (Freeholder) Plots 3/2**

- a. The freeholder has never responded to the original CPO documentation or attempts by email to contact them.

**9.2 Network Rail (Freeholder) – Plot 3/4**

- a. The freeholder has agreed that land will be transferred to them as part of a larger land assembly package which encompasses BCC, Network Rail and West Yorkshire Combined Authority with regards to aspects of land which is required for the new Elland Rail Station.

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

- 10.1 I and members of the BCC team have sought to engage with all affected parties with agreements being negotiated or 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

## **11 Conclusion**

- 11.1 The above information clearly identifies the following;
- a. advice in 'the Guidance' has been fully met in respect of the Order.
  - b. BCC has engaged with all affected parties,
  - c. BCC have kept all parties fully informed of the progress of the scheme, and
  - d. BCC has actively sought and positively participated in discussions with affected parties.
- 11.2 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.
- 11.3 In my opinion, 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 including the ability 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).

## **12 Expert's Declaration**

- 12.1 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.
- 12.2 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.
- 12.3 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.

12.4 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 3rd June 2025