

**Representations in respect of the Concerns as to the Compulsory
Purchase Process in respect of the Preliminary and Subsequent Processes
Prior to Acquisition by National Highways (NH) -Re: A66 Dualling Proposals**

Clients:

Unique Ref: A66D-AFP128

Mr S & Mrs C Gill, [REDACTED] &
[REDACTED]

Acquisition Schedule: HE565627-AMY-LLO-S07-SH-YL-000332 – Drawings DR-YL-000647 & DR-YL-000648
Plot Nos. 07-03-12 07-03-15 07-03-22 07-03-24 07-03-25 07-03-40 07-03-42

Unique Ref: A66D-AFP414

Mr S Hare, [REDACTED]

Acquisition Schedule: HE565630-AMY-LLO-S08-SH-YL-000142 – Drawing DR-YL-000151
Plot Nos. 08-01-12 08-01-26

Unique Ref: A66D-AFP207

Mr G Nixon, [REDACTED]

Acquisition Schedule: HE565627-AMY-LLO-S07-SH-YL-000377 - Drawing DR-YL-000716
Plot Nos. 07-03-27 07-03-30 07-03-31

Unique Ref: A66D-AFP146

Mr T Wright, [REDACTED]

Acquisition Schedule: HE565627-AMY-LLO-S07-SH-YL-000539 – Drawing DR-YL-000916
Plot Nos. 07-02-92 07-02-97 07-02-98

(We also enclose with this a further document outlining the clients' we act for in full who we represent generally, however we are responding on behalf of four clients who have registered who are given above.)

(Several clients have confirmed that they have not received notification in writing from the Planning Inspectorate, and as a consequence they have not received any unique reference numbers to allow them to register except through myself in general terms, referred to here within.)

To: The Inspector Presiding

Dear Sir/Madam

On behalf of my registered clients thank you for the opportunity, given within this statement, of allowing us to raise several concerns and in fact objections which unfairly affect those clients registered above, but also in matters of fact all the clients which I act for on the A66 Scheme.

The problem of Process and Negotiations to date with National Highways (NH) has been long and involved in several meetings for each client to evolve with the NH team suitable plans, including land taken, facilities, accommodation works including modifications to the Road Scheme and its intended features by Agreement.

Within the current year before 28th March all clients were given the opportunity to join “project speed” proposed by the NH in order to obtain additional funds based upon the land being acquired by 28th March 2023.

This date was subsequently be extended to 20th July 2023 as no clear definition of the acquisition was forthcoming for each of the clients.

I would stress that my understanding is that this did not include settlements of severance/injurious affection or disturbance/other claims which will be separately settled later in conclusion of the Scheme, as one would expect, quite correctly.

The benefit under “Project Speed” to the client was that if they were able to settle and complete the land transfer within the date, now 20th July, a further sum of compensation 20% of the payment for the land would be made in addition to the land value.

The completion date was extended to 20th July as there was no clear definition as to the areas to be acquired and of course, time was eroding fast to the original date of 28th March 2023 by which time the transfers of land were to have been passed to NH.

At the date of writing, we still do not have any definitive acquisition plans from NH to allow to negotiate such settlements which indicated even the most recent deadline date of 20th July 2023.

It is my understanding that the appointed contractors are to look at further cost savings which I understand will increase delay and thus prevents the Clients from benefiting from the Project Speed initial compensation before 20th July 2023.

The process is poorly managed by NH who, in my clients’ and my own opinions should have been far more accurate, informative, and reliable in their assessments in information supplied.

This is disingenuous and disturbing to the clients who believed that they had an Agreement, it is also obstructive to my clients’ ability to plan for the revised land ownership/business plan for their farms.

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Those clients who have made or require to make considerable reinvestments in new Planning Consents needed, are not able to act with clear decisions and materially increase the risk of not being able to mitigate disturbance claims which is the intention.

This is an impossible position as we do not have settlements of the clients' individual sums to allow planning to be obtained. None of the affected clients wished to take up the NH offer to effectively charge initial planning costs against their properties.

Given that the claim for Planning is an acceptable disturbance compensation head, why should the client accept a charge over their properties for early resolution of the costs of seeking Planning Permission. They may have existing charges over their properties and not wish further exposure to charges which the NH were intending to incur.

The procedure is wrong or ill thought through and in my opinion, totally unacceptable. In consequence, the alternative is to await the assessment of monies under the Project Speed proposals with the 20% premium. Thereafter, using their own resources to arrange alternative accommodation and claiming the planning costs back following receipt of Planning Permission as part of the disturbance compensation. Planning Permissions sums would be paid whether successful or unsuccessful in this event as as the need to reapply for Planning Permission is as a direct result of the Scheme.

We seek to do this on behalf of various clients in mitigation of a much larger potential disturbance claim, if the accommodation can not be provided in a timely fashion.

Whilst in principal, the clients are happy to proceed to planning with their own funds once assessed under "project speed", we cannot assess the compensation to allow this to happen until the plans are available. For this, we must have clear acquisition plans to assess the compensation.

We do not know how long the recently appointed contractors are likely to take to resolve their revised model and cost saving strategy.

We do not know when we will have accurate plans in consequence.

The words "might take" implied on the current plans drawn up by NH is far from fair or reasonable to allow assessment of future plans to allow sensible mitigation of the costs and replacement of housing for livestock.

Sir/Madam,

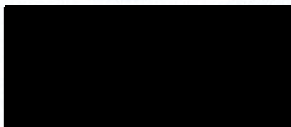
The current statute under the Land Compensation Provisions when used together with the design build strategy now employed by most of the Country's schemes, is leaving the clients in a dark and appears to be broken as to methodology. In addition, despite removing the previously agreed land take, if there are further changes when it is not possible to finalise the accommodation works attendant to the areas to be previously agreed, then this provides a further factor of concern in assessing the compensation as, of course, accommodation works form part of the compensation itself.

So far as your brief allows, I am strongly of the view that NH require to be given firm instructions to resolve matters in the following areas:

1. Identify and maintain land take maps from an early date.
2. Notify as soon as possible any off set ecology intended to the scheme and to any other matters which will affect the clients' land ownership especially if the land is to be taken or retained by the clients to allow clients to make relevant assessments for their future businesses.
3. In consequence of "1" above, agree the intended scheme features and as a result, agree the accommodation works and as a result of the accommodation works.
4. Give the claimants sufficient time to establish their claims under the current proposals for the Project Speed 20% premium as offered by NH.

There must be a strict requirement of accuracy, clarity and continuity if a successful relationship is to be maintained with those parties who are affected on this or any other Scheme. I would request to you, if you have the necessary powers, to direct NH to resolve the above issues and proceed diligently to resolve a fair outcome within the next quarter of the year to give the opportunity, fairly, for the clients to benefit from the payment premium and know, accurately, their position without continued amendment.

Yours faithfully



Simón W. Nixon MRICS FAAV FNAEA
Chartered Surveyor / RICS Registered Valuer

Post Script To Representations Made:

Sir/Madam

On 17th & 18th November following the initial draft of this representation, a meeting was held with National Highway officials, the contractor, Costain, responsible for this stretch and concerning my clients and representatives from the District Valuers Office.

At the meeting the Clients concerns were raised. The meeting resolved around Costains needing to gain entry for further surveys and some obtrusive surveys. Access for all surveys were agreed by all clients to help progress the NH final position.

These surveys are intended to commence shortly and may not finish, however, until April or later in 2023, after which time, it is hoped a suitable plan can be drawn up for clients to be properly informed along with our office.

Project Speed at its revised current deadline for Agreement remains 20th July 2023. Given the likely completion of the surveys will be made plus there is insufficient time to agree the land values and to implement the legal transfer within the time frame.

My proposal to NH to be researched and responded to, is to give six months from the provision of the accurate plans to enable our office to settle claims on behalf of each client, in turn, with the District Valuers Office and then allow time for the Solicitors to subsequently transfer the land within the then timeframe. This will allow the clients to benefit from the offered 20% supplement within Project Speed.

No certainty of a positive response from NH is given and the representative confirmed she would give this to her superior for instruction.

On behalf of my clients, I would wish to ask for the Inspector to require a suitable condition to be imposed within the Consent Order requiring NH to act accordingly, and award a six month period from the determination of the land take being confirmed. In my opinion, this would be a fair and reasonable approach to resolving matters. It must be remembered that the original offer of Project Speed was made by the NH and we have only not been able to accept and go forward with the Project Speed additional premium as a direct result of NH inability to resolve matters to the satisfaction of all parties.

Within the second day of negotiations on Friday 18th November, a further position was promoted by NH to the effect that they should acquire all the land currently shown as being the red boundary line of the Scheme, whether required or not without any formal guarantee of its potential return to the client if not required. This, in my opinion, is wasteful to the National purse and unfair to the clients. If this process is followed, then any alternative to additional time, assuming we resolved the land take quickly, then there needs to be a flexible approach for resolving the return of land to settle matters fairly to both parties.

It is for this reason that I believe even following this proposal that the six month additional time approach to increase the opportunity to receive the proceeds from the Project Speed is the correct and least costly way forward and fair to all parties including the public purse.

I hope that the Inquiry sees this as being a reasonable procedure and reasonable way forward with benefits for both the NH and the clients.

Thank you for your consideration.

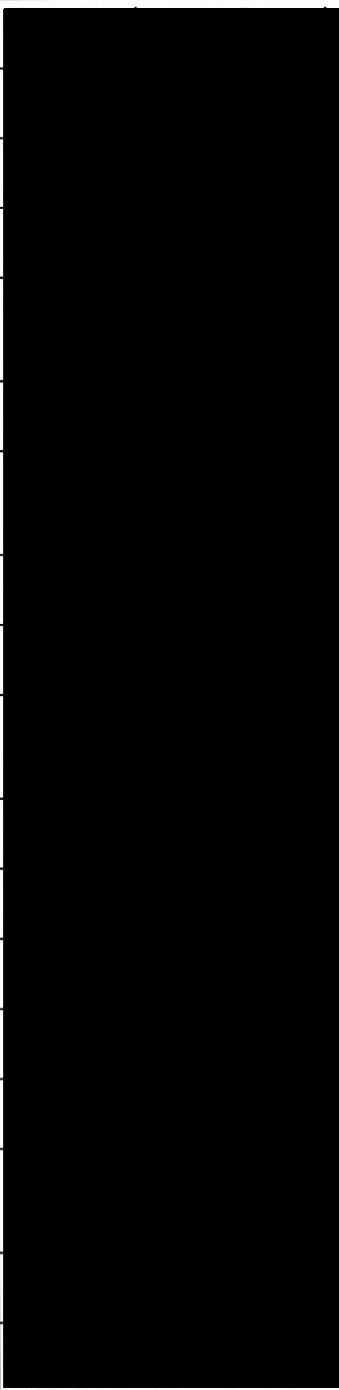
Yours faithfully



Simon W. Nixon MRICS FAAV FNAEA
Chartered Surveyor / RICS Registered Valuer

SCHEDULE 1

Below is a list of all the clients we are working with on the A66 Trans Pennine Road Improvements
Telephone numbers and email addresses have been removed for Data Protection reasons:

| | | |
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| Mr Bain | |  |
| Mr & Mrs Blacklidge | | |
| Mr C Tunstall | | |
| Mr F Donald | | |
| Mrs Forster/Mrs Bainbridge | | |
| Mr L Clarke | | |
| Mr S Gill | | |
| Mr S Hare | | |
| Mr & Mrs Hollyoake | | |
| Mr Tallentire | | |
| Mr Jacks | | |
| Mr R Lambert | | |
| Mr G Nixon | | |
| Mr & Mrs Redfern | | |
| Mr & Mrs Sayer | | |
| Mr M Thompson | | |
| Mrs Vaughan | | |
| Mr T Wright | | |