

**Date:** 16<sup>th</sup> July 2026  
**Our ref:** 538375/432

For the attention of: [gemma.newell@squirepb.com](mailto:gemma.newell@squirepb.com)

Squire Patton Boggs (UK) LLP  
6 Wellington Place  
Leeds  
LS1 4AP  
United Kingdom

## **BY EMAIL**

### **Re: The Network Rail (Stalybridge to Diggle (Saddleworth) Enhancements) Order – Plevinco 1 Limited**

Dear Ms Newell,

Thank you for your letter of 10<sup>th</sup> July 2026. Network Rail welcomes the opportunity to clarify its position on the matters raised by your client and to demonstrate its commitment to reaching a fair and pragmatic resolution.

I set out our response to each of the issues below.

### **Proposed undertakings on handback procedures**

Network Rail confirms its willingness to provide a formal undertaking regarding notice and procedures for the handback of your client's land following the exercise of temporary possession powers under Article 31 of the Order.

We note that a draft proposal was included in the previous Heads of Terms shared with your client's agent, John Dodd. We would welcome your client's feedback on this draft and are happy to refine the wording to address any outstanding concerns. We may be able to include a longer notice period and provision for Network Rail to keep your client informed of what actions are being/have been undertaken on the site on request to assist if your client chooses to progress with a planning application for residential or other development on the land during the temporary possession period.

### **Interim compensation payments**

As noted in Mr Billingsley's cross-examination, the position regarding interim compensation payments had been checked with my client. I can confirm that Network Rail is prepared to agree to staged/interim compensation payments in respect of temporary possession. Payments would be in line with the principles set out in the Compensation Code as it applies to temporary possession in the context of a



TWAO. Payments would be made following submission of properly evidenced compensation claims by your client, assessed in accordance with the applicable statutory framework.

### **Hope value and development loss claims**

Regarding your client's concerns about development potential and hope value, Network Rail's position is that these matters should be addressed through the formal compensation claim process. It is important to note that the hope value in your client's land is not directly compensatable at the outset of temporary possession, since it is not lost. However, your client is entitled to submit a detailed claim with supporting evidence demonstrating any loss in value attributable to the temporary possession. This will be assessed in the usual way in accordance with the Compensation Code and relevant case law.

Any development value of the site can only be realised through the planning process. Network Rail's position is that the temporary possession of the site *may* delay the delivery of residential development, but whether it does so will depend on whether other impediments to development have also been overcome. In that regard, Network Rail notes that planning and promotion activities may continue during the period of temporary possession, and any proven loss arising from delay to development is capable of being addressed through the provisions applicable to temporary possession. There is no reason why planning activities need to cease now or during the period of temporary possession, and indeed ceasing to bring forward proposals may amount to a failure to mitigate which could impact on the compensation to which your client is entitled.

### **Additional points from the letter of 25<sup>th</sup> June**

With regard to the state of the land when it is returned to your client, the Order requires the land to be returned to your client to your client's reasonable satisfaction; however, there are exemptions from this, notably that there is no requirement to replace buildings.

We set out previously a process for land hand back during which we will be able to confirm the likely state of the land upon its return to your clients and that will be confirmed on handback. Our intention is to return the land in a satisfactory condition. As noted in the public inquiry the site is not located adjacent to the Railway line, so there will be no permanent works left in the land.

The site is to be used as a site compound as set out in Mr Gardner's evidence, the buildings marked in the diagram in his evidence being demolished and others retained. We would not expect that on handback, the land would be in a state that would make it materially less developable for residential use.

The proposed collaboration with your client set out above will ensure that they are aware of the likely handback land position and can factor that into their plans.

### **Engagement with Plevinco**

You will see from the schedule set out in Appendix 2 – Schedule of Engagement, of Mr Billingsley's Proof of Evidence, that Network Rail consider there has been substantial engagement with your client

throughout the process, with emails, telephone calls and letters being exchanged along with meetings being held since early 2024.

### **Continued engagement**

Network Rail remains committed to engaging constructively with your client to resolve the outstanding issues, even if this cannot be achieved before the close of the public inquiry. We recognise the importance of reaching a negotiated settlement and are willing to meet further to discuss all matters comprehensively.

We note your client's willingness to meet prior to the close of the inquiry and would welcome such a discussion. However, we acknowledge that the tight timeline may make full resolution before closure difficult. Nonetheless, Network Rail is committed to continuing dialogue with your client to progress towards an agreement.

With regard to the Heads of Terms that Mr Dodd responded to, we had considered that our letter of 6<sup>th</sup> July had covered the key points, but we will follow up with a marked-up copy of the terms with our comments.

Please let us know if you have any alternative proposals for setting out an interim payment regime and a land hand back cooperation mechanism for our further discussion.

Yours sincerely,  
**Alice Burgess**

**Senior land and communications officer**  
**Bruton Knowles**