

Application for development consent by Highways England Company Limited for the A63 Castle Street Improvement works

Definitions

In this consent unless the context otherwise requires, the following terms have the following meanings:-

“the Scheme” means the new eastbound A63 on-slip to the east of Market Place, Kingston-Upon-Hull; and the improvement to Market Place to the north of the junction with the A63; and the improvement of Myton Bridge underpass on High Street, Kingston- Upon-Hull and other works more particularly referred to within the scope of the Scheme.

“Lands Plan” mean the plans which accompany the Order.

“Property” means the land on the east of Market Place, Kingston-Upon-Hull being part of the land comprised in the freehold registered titles HS252233 and HS287127 and being part of the leasehold title HS300665 as coloured green and edged red on the Lands Plan and labelled plot 5/10a;

“Works” means re-grading of site levels/subsoil, excavation of tree pits or planting trenches, various landscaping works, the removal of the existing hedge fencing and the erection of a replacement close boarded fence and the erection of hoardings and/or screening elements to protect the court sessions and the erection of any security fence to be erected on the Property to secure the car park and the defendant transfer area.

The Consent

The Secretary of State For Housing Communities and Local Government (who holds the leasehold interest in the Property on behalf of Her Majesty’s Courts and Tribunals Service) (“the SoS”) has been asked by Highways England Company Limited to provide their consent to the inclusion of provisions in the draft Development Consent Order (Article 44) relating to the Scheme authorising the rights for Highways England Company Limited (and all those authorised by Highways England Company Limited) to carry out the Works.

Article 44 will appear as follows:

44—(1) Nothing in this Order affects prejudicially any estate, right, power, privilege, authority or exemption of the Crown and in particular, nothing in this Order authorises the undertaker or any licensee –

- (a) to take, use, enter upon or in any manner interfere with any land or rights of any description (including any portion of the shore or bed of the sea or any river, channel, creek, bay or estuary) –*
 - (i) belonging to Her Majesty in right of the Crown and forming part of The Crown Estate without the consent in writing of the Crown Estate Commissioners;*
 - (ii) belonging to Her Majesty in right of the Crown and not forming part of The Crown Estate without the consent in writing of the government department having the management of that land;*
 - (iii) belonging to a government department or held in trust for Her Majesty for the purposes of a government department without the consent in writing of that government department; or*
- (b) to exercise any right under this Order compulsorily to acquire an interest in any land which is Crown land (as defined in the 2008 Act) which is for the time being held otherwise than by or on*

behalf of the Crown without the consent in writing of the appropriate Crown authority (as defined in the 2008 Act).

(2) Consent under paragraph (1) may be given unconditionally or subject to terms and conditions; and will be deemed to have been given in writing where it is sent electronically."

The SoS is the leasehold owner of the Property as registered under title number HS300665.

Accordingly, the SoS hereby gives consent under s135(2) to the inclusion in the Draft DCO (and any DCO granted to the application accompanying the draft DCO ('the Order') of the above provision. This consent does not extend to any other land. The consent is given on condition of the following:

- Notwithstanding Article 44(2), the SoS will not give consent to the Works electronically, and will only give a valid consent in writing, and pursuant to terms to be agreed with the Applicant (including without limitation any requirements of the Secretary of State with regard to access to the Property and the exact scope of the Works) in an agreement executed as a deed by an authorised signatory for and on behalf of the SoS
- Any consent will be subject to the SoS obtaining any agreement with the freehold owner of the Property required under the terms of the lease and other documentation pursuant to which the Property is held; and
- For the avoidance of doubt the Applicant will not be able to take, use, enter upon or in any manner interfere with any land or rights of any description within the Property of the SoS without the written consent of the SoS as referred to in the first bullet point above

Yours sincerely



04/02/2020

Authorised signatory for and on behalf of
The Secretary of State for Housing Communities and Local Government