

**TRANSPORT AND WORKS ACT 1992
TOWN AND COUNTRY PLANNING ACT 1990**

PLANNING (LISTED BUILDINGS AND CONSERVATION AREAS) ACT 1990

**PROPOSED LONDON UNDERGROUND
(NORTHERN LINE EXTENSION) ORDER**

PROOF OF EVIDENCE

OF

**Richard Caten
LAND AND PROPERTY**

FOR

TRANSPORT FOR LONDON (TfL)

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S1. SUMMARY PROOF OF EVIDENCE

S.1.1 Introduction

S1.1.1 My name is Richard Caten. My academic and professional qualifications are:

- i. MRICS – Member of the Royal Institution of Chartered Surveyors
- ii. BSc (Hons) in Land Management

S1.1.2 I am the Managing Director of Ardent Management Limited (“Ardent”), a company that was established in 1992 to provide specialised property services concerning the promotion and development of transport infrastructure and urban regeneration schemes.

S1.1.3 My responsibilities include:

- i. Assessment of property impact;
- ii. Consultation with affected owners and interested parties; and
- iii. Promotion of the Northern Line Extension (NLE) relative to property matters.

S1.2 London Underground Northern line extension scheme requirements

S1.2.1 In respect of the guidance set out in Circular 06/2004 (NLE/E10) a compelling case for the compulsory acquisition of land is set out in the Proofs of Evidence of Mr de Cani (TFL.P1/A), Mr Gammon (TFL2/A) and Mr Rhodes (TFL5/A) supported by the evidence of other witnesses.

Subsoil Acquisition

S1.2.2 The construction and operation of the NLE will necessitate the acquisition of subsoil.

S1.2.3 Subsoil acquisition will be 9 metres or more beneath the level of the surface of the land except for the land set out in the table in Article 28 to the draft Order (NLE/A12/2). The table sets out where subsoil acquisition for certain parcels may be less than 9 metres. Save for 14 parcels, the tunnel depth will be 6 metres or more.

Categories of Land to be Acquired or Used

S1.2.4 There are five categories of land to be acquired or used, as described in the draft Order (NLE/A12) and shown on the Deposited Plans and Sections (NLE/A14). These are:

- i. Limits of Deviation and of Land to be Acquired and Used;

- ii. Limits of Deviation and of Land to be Acquired and Used (Subsoil Only) and Land to be Used Temporarily;
- iii. Limits of Deviation and of Land to be Acquired and Used (Subsoil Only);
- iv. Limits of Land to be Used Only Temporarily, and
- v. Land for Protective Works.

Extent of Order Limits

- S1.2.5 Transport for London (TfL), acting in accordance with the guidance in Circular 06/04, has sought to minimise the extent of land and rights to be acquired permanently under the Order, so as to take only land and interests necessary for the implementation and operation of the NLE.
- S1.2.6 For a Scheme of this size and nature, the fact that there are only three properties required to be demolished (10 Pascal Street – Banhams Patent Locks Limited, Covent House – CGMA and the Lodge London Borough of Lambeth), none of which is residential, is a positive attribute of the NLE. I anticipate that agreements will be reached with each of these parties.

Special Category Land

- S1.2.7 Land that is in a ‘special category’ as listed in Rule 12(7)(c) of the Transport and Works (Applications and Objections Procedure) (England and Wales) Rules 2006 (“the Rules”) (NLE/B7) is dealt with in Section 3 of this Proof of Evidence.

Site Specific Requirements and Bodies with Statutory Functions

- S1.2.8 To enable construction and operation of the NLE, it has been necessary to include powers in the draft Order (NLE/A12) that enable London Underground to occupy, use and acquire land owned or occupied by certain bodies with a statutory function. The draft Order (NLE/A12) and its Schedules 7 and 8, provide protection for Statutory Undertakers and this is dealt with in my Proof of Evidence in Section 3.

Purchase of Property in Cases of Hardship

- S1.2.9 Where property owners whose property may be affected by the construction or prospect of construction of the NLE, but is not to be acquired as part of it, TfL recognises that there may be the prospect of hardship. In the limited circumstances where this may happen TfL has a Hardship Policy (NLE/E36).

S1.3 Identification of affected property owners, occupiers and interests

- S1.3.1 Through the development and selection of the proposed Works, consultation, enquiries and diligent inquiry, TfL has an extensive understanding of the land and interests affected by the NLE. It has therefore been possible to identify in detail those owners, occupiers and interests whose property is affected.
- S1.3.2 In part, this has been achieved by undertaking a land referencing exercise. This was carried out in accordance with the Transport and Works (Applications and Objections Procedure) (England and Wales) Rules 2006 (NLE/B7). The information gathered on all land and property interests has been compiled into the Book of Reference (NLE/A15), which corresponds with the land parcels shown on the Deposited Plans and Sections (NLE/A14).
- S1.3.3 Throughout all stages of the promotion of the NLE, TfL has sought to consult with all affected landowners occupiers and interest holders. TfL has done so by various means, including flyers, info-mails, telephone contact, correspondence, public events and meetings. TfL has approached all affected landowners and occupiers who have lodged formal objections against the application to the Secretary of State.
- S1.3.4 In Section 9 of my Proof of Evidence, I identify the approach that TfL has taken with the surface landowner objectors.
- S1.3.5 Given the number of discrete land parcels required for the NLE and the number of discrete land owners affected by this Scheme, I am satisfied that powers of compulsion are necessary for TfL to deliver the NLE.

S1.4 General requirements and criteria and site-specific property considerations

- S1.4.1 A basic principle underlying the planning of the NLE has been to reduce, as far as is possible, the impact of the NLE on private property. It is however inevitable, that there will be some adverse impact on property in delivering an extension to the Northern Line.
- S1.4.2 As noted above, TfL has sought to minimise the construction impacts on affected landowners and properties. Temporary possession of land or interests in land will only be taken if they are necessary for the construction of the NLE. The construction programme and methodology is described in the Proof of Evidence of Mr Gammon (TFL2/A).

S1.5 Liaison with owners and occupiers of affected property and interests pre-construction

- S1.5.1 As at the date of production of this Proof of Evidence, there have been a total of 257 formal objections made to the Secretary of State concerning the NLE, in respect of the Application and the draft Order (NLE/A12). Of the 257 objections 121 are landowners or occupiers within the Book of Reference, 21 of which have a surface level interest affected by the NLE.
- S1.5.2 In the case of most surface landowner objectors, agreements are being negotiated that satisfy the concerns raised by their objections. This is described further in Section 9 of my Proof of Evidence.

S1.6 Liaison with owners and occupiers during construction

- S1.6.1 London Underground, as required by the Code of Construction Practice (CoCP) (to be imposed by a planning condition), will during the course of construction of the NLE carry out regular liaison with owners and occupiers along the route.
- S1.6.2 A requirement of the CoCP is that there will be a liaison team committed to providing community relations personnel who will focus on engaging with the community to provide information and be the first line of response to resolve issues. The remit of the liaison team will be to seek a prompt response to any concerns raised and ensure that they are satisfactorily addressed.
- S1.6.3 On other schemes of this nature, such as the Docklands Light Railway London City Airport Extension and the Docklands Light Railway Woolwich Arsenal Extension, the liaison team provided contact details for a 24 hour hotline, where residents, businesses and other affected parties could make contact in the event of disturbance, or other issues relating to the construction of the scheme. In my experience this process has worked very well in developing relationships and delivering the works in a harmonious way.

S1.7 Compensation

- S1.7.1 I understand that compensation is not a matter for the public inquiry. However, compensation will be assessed based on the market value of land and property, together with any disturbance losses and the claimant's associated professional fees. Any disputes that arise in relation to compensation will be referred to the Lands Chamber of the Upper Tribunal.

S1.8 Negotiations with objectors

S1.8.1 The principal property objections where there are surface level interfaces, are described by way of a summary response and an overview of the current status of the objection in Section 9 of my Proof of Evidence.

S1.9 Issues raised in the Statement of Matters

S1.9.1 In Section 10 of my Proof of Evidence, I address the particular points that the Secretary of State has raised in his Statement of Matters that relate to land and property. The matters are summarised in the table below.

Ref	Matter	Response
5 (f)	Impacts on land use, including the effects on commercial property and the viability of businesses, and the effects on the right of access.	<p>Construction is to be undertaken in accordance with the Code of Construction Practice, which provides for continued access to property throughout the works.</p> <p>It is not considered that there will be impacts on rights of access, land use, commercial property and businesses that will impact on their viability. However, the Compensation Code provides financial mitigation where there are certain impacts.</p>
14	Whether the relevant Crown authority has agreed to the compulsory acquisition of interests in, and/or the application of provisions in the draft TWA Order in relation to, the Crown land identified in the book of reference.	TfL is working towards an agreement with the Crown that satisfies it in respect of the compulsory acquisition of its interests as identified in the book of reference.
13	Whether there is a compelling case in the public interest for conferring on TFL powers compulsorily to acquire and use land for the purposes of the scheme, having regard to the guidance on the making of compulsory purchase orders in ODPM Circular 06/2004, paragraphs 16 to 23; and whether	It is considered that all of the evidence of the TfL witnesses and the totality of the TfL case for the NLE, demonstrates that there is a compelling case in the public interest for the NLE and so for conferring on TfL powers compulsorily to acquire and use land for the purposes of the scheme. In addition, it is my

Ref	Matter	Response
	the land and rights in land for which compulsory acquisition powers are sought are required by the Promoter in order to secure satisfactory implementation of the scheme.	opinion that the necessary land for the NLE cannot be assembled on without the exercise of compulsory purchase powers.

S1.10 Conclusion

S1.10.1 London Underground wishes to mitigate the effects of the construction of the NLE and to reduce as far as is possible the impact on private property.

S1.10.2 I am satisfied, from a land and property perspective, that TfL has;

- i. worked to minimise the extent of land, property and rights both temporarily and permanently required;
- ii. limited the land and property requirements to what is reasonable for a scheme of this complexity and extent;
- iii. sought to minimise demolition of property and minimise property blight; and
- iv. demonstrated the need for compulsory purchase powers.

S1.10.3 TfL has corresponded and/or met with those land and property objectors with an interest as listed in the Book of Reference (NLE/A15). Where there are reasonable opportunities to minimise the impact of the NLE and it is reasonably possible to address legitimate concerns, TfL has offered, or proposes to offer undertakings or enter into agreements, that regulate the interface, so as to minimise the NLE's impacts. In many instances, this process is ongoing.

S1.10.4 Where there are inevitable land and property impacts, London Underground Limited will compensate in accordance with the statutory Compensation Code and the provisions of the draft Order (NLE/A12).

1 INTRODUCTION

- 1.1.1 My name is Richard Caten BSc (Hons) MRICS.
- 1.1.2 I was elected a Member of the Royal Institution of Chartered Surveyors in 2000.
- 1.1.3 Throughout my professional career, I have been involved in land acquisition and management in a public transport environment. This experience has been gained in both the private and public sectors.
- 1.1.4 I have been responsible for land and property acquisition and property related matters concerned with the promotion and development of a number of successful transport infrastructure schemes.
- 1.1.5 I am the Managing Director of Ardent Management Limited (“Ardent”), a company that was established in 1992 to provide specialised property services concerning the promotion and development of transport infrastructure and urban regeneration schemes throughout the United Kingdom.
- 1.1.6 Since 1999 I have dealt with land and property matters, through promotion, procurement and implementation (where relevant), in relation to the following Orders made under the Transport and Works Act:
- i. The Docklands Light Railway (DLR) (Silvertown and London City Airport Extension) Order 2002;
 - ii. The DLR (Woolwich Arsenal Extension) Order 2004;
 - iii. The DLR (Capacity Enhancement) Order 2005;
 - iv. The Cambridgeshire County Council Cambridgeshire Guided Busway Order 2005;
 - v. The DLR (Capacity Enhancement and 2012 Games Preparation) Order 2007;
 - vi. The Felixstowe Branch Line and Ipswich Yard Improvement Order 2008; and
 - vii. The Chiltern Railways (Bicester to Oxford Improvements) Order 2012.
- 1.1.7 Ardent has been retained to deal with all land and property matters concerned with the promotion of the Northern Line Extension (NLE). I am the Ardent Director responsible for leading the Ardent team.
- 1.1.8 My responsibilities include:
- i. assessment of property impact;
 - ii. consultation with affected owners and interested parties; and
 - iii. promotion of the NLE relative to property matters.

- 1.1.9 My role includes the management and undertaking of property matters concerned with the ongoing promotion and procurement of the NLE.
- 1.1.10 There are several aspects to these responsibilities, as listed below:
- i. Determination of land and interests temporarily or permanently required for, or affected by, the construction and operation of the NLE in collaboration with TfL and its advisers. TfL has sought to minimise the extent of its land take, whilst ensuring that it is sufficient for the purposes of the construction and operation of the NLE, including all necessary working areas, worksites and land for necessary mitigation. The criteria adopted for the extent of land to be temporarily occupied for the purposes of construction and permanently acquired, are addressed further in Section 3 of this Proof of Evidence.
 - ii. Identification of affected landowners and interests – involving land referencing. Ardent has been commissioned to carry out the task of identifying the nature of the interests of all landowners and occupiers of property (and interests) required for/or affected by the NLE and the areas of land to which those interests extend. The process undertaken and the requisite notices that have been issued are addressed in Section 4 of this Proof of Evidence. The extent of land, within which the NLE and all related works can be aligned and either possession taken temporarily (for the purposes of construction) or acquired permanently, is that within the Limits of Deviation and the Limits of Land to be Acquired or Used (“the Order Limits”). These different types of Order Limits and their relevance are addressed further in Section 3 of this Proof of Evidence. All land parcels that are within the Order Limits have been designated with their own unique plan reference (e.g. “DP 01001”). Each land parcel can be found on the Deposited Plans and Sections (NLE/A14) and in the Book of Reference (NLE/A15). Each is cross referenced between these two documents.
 - iii. Ardent is appointed to manage and deal with consultation and to address land matters concerning parties with surface level land interests potentially affected, including those that have lodged formal objections to the Secretary of State against the draft Order (NLE/A12). The status of such consultation is addressed in Section 9 of this Proof of Evidence.

2 OUTLINE OF PROOF

2.1.1 My Proof of Evidence deals with property impact under the following headings:

- i. The identification of the NLE property requirements and effects – Section 3;
- ii. The identification of affected property owners, occupiers and interests - Section 4;
- iii. General and site specific property considerations– Section 5;
- iv. Liaison with owners and occupiers of affected property and interests – Section 6;
- v. Liaison with owners and occupiers during construction - Section 7;
- vi. Compensation - Section 8;
- vii. Negotiations with objectors – Section 9;
- viii. Issues raised in the Statement of Matters – Section 10; and
- ix. Conclusions – Section 11.

2.1.2 The parts of this Proof of Evidence that refer to dialogue with property owners and occupiers should be viewed as a snap shot in time. TfL is continuing to work with these parties towards mitigating their concerns. Dialogue will continue with property owners and occupiers to resolve matters, I will ensure that the Inquiry is kept informed and that a final statement, setting out the position as at the close of the Inquiry, is submitted with regard to all objections.

3 NORTHERN LINE EXTENSION SCHEME REQUIREMENTS

3.1 Overview

- 3.1.1 The Scheme has been described in other evidence, including in the Proof of Evidence of Mr Gammon (TFL2/A).
- 3.1.2 In respect of the guidance set out in Circular 06/2004 (NLE/E10) a compelling case for the compulsory acquisition of land is set out in the Proofs of Evidence of Mr de Cani (TFL.P1/A), Mr Gammon (TFL2/A) and Mr Rhodes (TFL5/A) supported by the evidence of other TfL witnesses.

3.2 Subsoil Acquisition

- 3.2.1 The construction and operation of the NLE will necessitate the acquisition of subsoil.
- 3.2.2 The subsoil will be acquired pursuant to Article 28 of and Schedule 4 to the draft Order (NLE/A12). Article 28 stipulates the minimum depth of tunnel acquisition. Subsoil acquisition will be 9 metres or more beneath the level of the surface of the land except for the land set out in the table in Article 28. The table sets out where subsoil acquisition for certain parcels may be less than 9 metres. Save for 14 parcels, the tunnel depth will be 6 metres or deeper.
- 3.2.3 Based on predicted tunnel settlements, initial building damage assessments have been carried out, the relevant buildings identified and included within the Order Limits for protective works. Tunnelling and settlement matters are discussed further in the evidence of Mr Gammon (TFL2/A).
- 3.2.4 Several parties have objected to the acquisition of subsoil. I address this in Section 9 of this Proof of Evidence.

3.3 Categories of Land to be Acquired or Used

- 3.3.1 There are five distinct categories of land to be acquired or used, as described in the draft Order (NLE/A12) and shown on the Deposited Plans and Sections (NLE/A14). These are:
- i. 'Limits of Deviation and of Land to be Acquired and Used';
 - ii. 'Limits of Deviation and of Land to be Acquired and Used (Subsoil Only) and Land to be Used Temporarily';
 - iii. 'Limits of Deviation and of Land to be Acquired and Used (Subsoil Only)';
 - iv. 'Limits of Land to be Used Only Temporarily'; and
 - v. 'Land for Protective Works'.

- 3.3.2 The land parcels within these categories are listed within Schedules 4, 5 and 6 to the draft Order (NLE/A12) and for ease of reference set out in the Land Powers Matrix at Appendix 1 to this Proof of Evidence. The Land Matrix reflects the modifications to the updated draft Order (NLE/A12/2) and the replacement sheets of the Deposited Plans and Sections (NLE/A14/2). All land within the Order limits including, but not limited to, the land coloured yellow is subject to the Protective Works powers set out in Article 18 of the draft Order (NLE/A12). Access to certain land at surface level is restricted (to Protective Works). This is because only sub surface access and acquisition is required for the tunnel infrastructure and surface level access is not required for construction. This is set out in Schedule 6 to the draft Order (NLE/A12).
- 3.3.3 This approach to acquisition is well established and the Explanatory Memorandum (NLE/A13) sets out examples where this has been used in other Transport and Works Act Orders. For example, this approach was taken in the Docklands Light Railway (Woolwich Arsenal Extension) Order 2004 (S.I. 2004 No. 757), which similarly included tunnels and which therefore necessitated subsoil acquisition in addition to surface rights.
- 3.3.4 I deal with each of these five categories below:

3.4 Limits of Deviation and of Land to be Acquired and Used

- 3.4.1 This category of land is the land that can be acquired permanently outright for the purposes of the Scheduled Works and used temporarily for their construction (NLE/A12).
- 3.4.2 The land is coloured pink on the Deposited Plans and Sections (NLE/A14). Easements and/or restrictive covenants may be acquired where the land is not permanently acquired but the parcels of this land set out in Parts 2 and 3 of Schedule 4 may *only* have rights over them acquired..

3.5 Limits of Deviation and of Land to be Acquired and Used (Subsoil Only) and Limits of Land to be Used Temporarily

- 3.5.1 This category of land is land required both temporarily for the construction of the Scheduled Works and permanently for the Scheduled Works themselves. It is coloured blue and cross hatched green on the Deposited Plans and Sections (NLE/A14).
- 3.5.2 This land will be subject to subsurface permanent acquisition for the purposes of the tunnels and associated works and at surface level for temporary use to facilitate the construction and delivery of the NLE.
- 3.5.3 In accordance with Article 28 of the draft Order (NLE/A12) restrictive covenants may be acquired where land is not permanently acquired at

subsoil, for the purposes of constructing, maintaining, renewing, protecting and using the tunnels.

3.6 Limits of Deviation and of Land to be Acquired and Used (Subsoil Only)

3.6.1 This category of land is the land permanently required at subsoil level for the purposes of the construction and maintenance of the Scheduled Works (as specified by the draft Order (NLE/A12)) and is coloured green on the Deposited Plans and Sections (NLE/A14).

3.6.2 The land that these powers relate to is set out in Schedule 4 Part 1 to the draft Order (NLE/A12).

3.7 Extent of Limits of Deviation and of Land to be Acquired and Used (including Subsoil)

3.7.1 TfL, acting in accordance with the guidance in Circular 06/04, has sought to minimise the extent of land and rights to be acquired permanently under the Order, so as to seek powers only over land and interests in land necessary for the implementation and operation of the NLE.

3.7.2 TfL's intention is to limit the extent of its acquisition of land to:

- i. The land occupied by the permanent structures associated with the NLE, including the works and equipment;
- ii. The land that will not be reinstated and will be modified permanently, which will include land required for railway, structures and equipment;
- iii. Lights, easements and restrictive covenants for services and their protection and access to permanent railway structures, infrastructure and equipment; and
- iv. Rights and easements for third parties to provide for services and access to their retained land and accommodation works.

3.7.3 The transfer of all necessary land and rights will be undertaken either by agreement, or where the parties are unable to agree, or where it is impracticable to do so, such as in the case of subsoil, by London Underground exercising the powers of compulsory acquisition contained within the draft Order (NLE/A12).

3.7.4 For a scheme of this size and nature, the fact that only three properties are required to be demolished (10 Pascal Street – Banham Patent Locks Limited, Covent House – CGMA, and the Lodge - London Borough of Lambeth), none of which is residential, is a positive attribute of the NLE. I anticipate that agreements will be reached with each of these parties.

3.8 Limits of Land to be Used Only Temporarily

3.8.1 This category of land is land that will need to be occupied temporarily for the purposes of construction of the NLE. This land is set out in Schedule 5 to the draft Order (NLE/A12) and coloured blue on the Deposited Plans and Sections (NLE/A14).

3.8.2 The land parcels required for these work sites are described in the Proof of Evidence of Mr Gammon (TFL2/A).

3.9 Extent of Protective Works

3.9.1 For the protection of third party buildings, TfL has included within the draft Order (NLE/A12) at Article 18 the power to carry out protective works on any building within the Order limits.

3.9.2 Protective works primarily relate to the underpinning, strengthening and other works to prevent damage. This includes work to remedy damage and any works required to be undertaken to secure the safe operation of the NLE and to minimise the risk of the operation of operational disruption.

3.9.3 The intention will be to agree with the building owner appropriate access and works. However where agreement is not possible TfL will use the power to undertake the protective works to relevant buildings.

3.9.4 London Underground intends to complete defect surveys on all buildings within the Order Limits and carry out protective works at any time before and during construction and after completion of that part of the authorised works, up to the end of the period of 5 years beginning with the day on which that part of the authorised works is first opened for use. Owners of properties where defect surveys are required will be contacted in advance to arrange access. The surveys will be at the Promoter's own expense and as above, any damage caused by the NLE works will be remedied at the Promoter's expense. In relation to the protective and remedial works, the owners of affected properties will be consulted before these works are carried out.

3.9.5 In order to protect certain buildings London Underground will need powers to enter buildings and onto land to place, leave and remove monitoring apparatus.

3.9.6 Where protective works are required, London Underground will enter the building and any land to undertake the works. Where necessary London Underground will enter onto adjacent land to facilitate protective works.

3.10 Special Category Land

3.10.1 Land that is in a 'special category' as listed in Rule 12(7)(c) of the Transport and Works (Applications and Objections Procedure) (England and Wales)

Rules 2006 (“the Rules”) (NLE/B7) is listed in the Book of Reference (NLE/A15).

- 3.10.2 The Book of Reference (NLE/A15) lists all land that falls into a ‘special category’, relating to Crown Land and Open Space (as defined by Section 19 of the Acquisition of Land Act 1981).
- 3.10.3 In respect of Crown Land, this relates to the subsoil land required for two tunnels and protective works near Oval Station (Parcels 51275, 51280, 51285, 51310, 51315, 51515, 51520, 60045 and 60050) and use of part of the River Thames (Parcel 10006). I am confident that a satisfactory agreement can be reached with the Duchy of Cornwall in relation to the parcels required for the tunnels and protective works.
- 3.10.4 Through discussion with the Port of London Authority it is proposed that Work No. 10 may not deviate so as to be constructed over parcel 10006. There will be a modification of the draft Order to reflect this change.
- 3.10.5 In respect of Open Space (as defined in paragraph 6 (5) of Schedule 3 to the Acquisition of Land Act 1981) that is proposed to be subject to rights, most likely in the form of a freehold easement, the land concerned is plot numbers 61470 and 60280 as shown on the Deposited Plans and Sections (NLE/A14) and they are shown shaded green on the Open Space Plan at Appendix 2 to this Proof of Evidence.
- 3.10.6 An application has been made to the Secretary of State for a certificate under paragraph 6(1)(a) of Schedule 3 to the 1981 Act (NLE/B4) to request confirmation of his satisfaction ‘*that the land, when burdened with that right, will be no less advantageous to those persons in whom it is vested and other persons, if any, entitled to rights of common or other rights, and to the public, than it was before.*’
- 3.10.7 The open space application was made to the Secretary of State for Communities and Local Government on 8 April 2013 and TfL gave public notice of the Secretary of State’s intention to give the certificate in the *Evening Standard* on 25 April 2013 and 2 May 2013 and in the *South London Press* on 26 April 2013 and 3 May 2013. No objections were received to the application. The Secretary of State then announced a public inquiry to run concurrently with the inquiry established to consider the TWAO application.
- 3.10.8 The nature and extent of the rights over this open space sought for maintenance and renewal purposes are explained further in the evidence of Mr Gammon (TFL2/A) and Mr Rhodes (TFL5/A).
- 3.10.9 Given the nature of the land and the infrequent use required for maintenance and renewal, I consider that the land will be no less advantageous to the owners and users once burdened with the rights sought.

3.11 Site Specific Requirements and Bodies with Statutory Functions

3.11.1 To enable the construction and operation of the NLE, it has been necessary to include powers in the draft Order (NLE/A12) that enable London Underground to occupy, use and acquire land owned or occupied by certain bodies with statutory functions.

3.12 Statutory Undertakers

3.12.1 The draft Order (NLE/A12) and its Schedules provide protection for Statutory Undertakers.

3.12.2 Schedule 7 sets out the provisions relating to statutory undertakers.

3.12.3 Schedule 8, Part 1, provides protective provisions for Network Rail. This provides protection of Network Rail's railway property and infrastructure and unless otherwise agreed in writing, London Underground is required to seek consent or approval from Network Rail before undertaking works on railway property. London Underground is required to submit proper and sufficient plans to Network Rail for approval of the engineer. The provisions provide Network Rail with protection against safety and operational interfaces including any effects of electromagnetic interference. The provisions also provide for economic loss and compensation provisions together with cost recovery for Network Rail.

3.12.4 Schedule 8, Part 2, provides protective provisions for the London Boroughs of Lambeth, Southwark and Wandsworth. These provisions require London Underground to consult the Local Authority before undertaking work in its borough. London Underground is required to minimise as far as is reasonable the public inconvenience of works in the highway and is required to reinstate the highway.

3.12.5 Schedule 8, Part 3, provides protection for the Environment Agency. The provisions provide protection through setting out an approval regime for the NLE works, together with provision relating to the maintenance requirements of any drainage constructed as part of the NLE.

3.12.6 Schedule 8, Part 4, provides protection for the electricity, gas, water and sewerage undertakers. The provisions provide protection to the undertakers by preventing London Underground from removing equipment before alternative apparatus has been installed in an alternative location.

3.12.7 Schedule 8, Part 5, provides protection for operators of electronic communications code networks. The provisions provide an indemnity and compensation in the event of damage to apparatus or service disruption from the works including electromagnetic interference from the NLE.

3.12.8 Schedule 8, Part 6, provides protection for the Port of London Authority (PLA). The protective provisions require London Underground to provide plans for approval by the PLA. The NLE works must be carried out in accordance with any PLA approval otherwise London Underground will be required to remove or correct these works at London Underground's own cost. The provisions provide protection for the PLA in the event that a lack of maintenance affects its undertaking and provide for cost recovery associated with the NLE.

3.13 Extent of Temporary Stopping Up and Diversion of Streets

3.13.1 In order to construct the NLE it is necessary to temporarily stop up, alter and divert streets. However, Article 10(3) of the draft Order (NLE/A12) states that London Underground must provide reasonable access for pedestrians going to and from premises abutting a street affected by the exercise of the powers conferred if there would otherwise be no such access. No premises will therefore be inaccessible through the temporary stopping up, alteration or diversion of streets.

3.14 Purchase of Property in Cases of Hardship

3.14.1 Where property owners whose properties may be affected by the construction or prospect of construction of the NLE, but which are not to be acquired as part of it, then TfL recognises that there may be the prospect of hardship. In the limited circumstances where this may happen TfL has a Hardship Policy (NLE/E36).

3.14.2 The Hardship Policy (NLE/E36) is very similar to the equivalent Crossrail policy, which has been previously endorsed by Parliament.

3.14.3 There are six qualifying criteria, which are briefly described below;

- i. Qualifying Interest – This is an interest held by owner-occupiers of residential and small business properties or those with certain leasehold interests;
- ii. No Prior Knowledge – An applicant must have purchased their property interest at a time when they did not know, or could not reasonably be expected to have known, of TfL's proposals to construct the NLE;
- iii. Property not Required for the NLE – The property to which the application relates must not be identified for compulsory acquisition, whether in whole or in part, for the NLE, with the exception of subsoil acquisition only;
- iv. Enjoyment of the Property – Enjoyment of the property in question must be seriously affected by the construction or the prospect of construction of the NLE;

- v. Compelling Reason to Sell – The applicant must have a compelling qualifying reason, as set out in the Hardship Policy (NLE/E36), to sell their property; and
 - vi. Efforts to Sell – Save where the serious effect itself is the compelling reason to sell, the applicant must have employed all reasonable endeavours to sell their property interest but have been unable to do so except at a price at least 15% lower than that for which it might reasonably have been expected to sell for in the absence of the NLE.
- 3.14.4 A person wishing to apply under the Hardship Policy (NLE/E36) will be required to complete the application form appended to the Policy and submit all relevant supporting evidence.
- 3.14.5 Applications will be determined by a Panel of three individuals, the majority of the members of this Panel will be independent of TfL and London Underground. The Panel may arrange for independent valuers to undertake a valuation.
- 3.14.6 Following receipt of a recommendation from the Panel, TfL will determine the application and provide written notification of its decision.
- 3.14.7 Where applications are accepted, if not already undertaken TfL will instruct two independent valuers, to establish market value as at the date of application, assuming the absence of the NLE.
- 3.14.8 An offer to purchase the applicant's property will be based on the average of the two valuations, save where there is greater than a 10% difference between the two, in which case it will be referred to an expert appointed by the Royal Institution of Chartered Surveyors for determination. TfL will then make an offer and the offer will be open to acceptance for one calendar month.
- 3.14.9 In addition, in exceptional circumstances TfL may consider providing assistance in cases of hardship falling outside of the Policy on a case by case basis, having regard to an individual's specific circumstances and the reasons why those circumstances do not otherwise fall within the Policy.

3.15 Nine Elms Station

- 3.15.1 The land comprising the Nine Elms station requires the acquisition of three freehold parcels each owned by Sainsbury Supermarkets Limited, Covent Garden Market Authority (CGMA) and Banham Patent Locks Limited. TfL has engaged in detailed negotiations with each of the owners. The terms for acquisition of the Sainsbury Supermarkets Limited land have been agreed. Negotiations with CGMA and Banham Patent Locks Limited are progressing. The status of these negotiations is set out in Section 9 of this Proof of Evidence.

4 IDENTIFICATION OF AFFECTED PROPERTY OWNERS, OCCUPIERS AND INTERESTS

- 4.1.1 Through the development of the proposed works and through consultation, enquiries and diligent inquiry, TfL has gained an extensive understanding of the land and interests affected by the NLE. It has therefore been possible to identify in detail those owners, occupiers and interests whose property and interest are affected.
- 4.1.2 In part, this has been achieved by undertaking a land referencing exercise. This was carried out in accordance with the Transport and Works (Applications and Objections Procedures) (England and Wales) Rules 2006 (NLE/B7). The information gathered on all land and property interests has been compiled in the Book of Reference (NLE/A15), which corresponds with the land parcels shown on the Deposited Plans and Sections (NLE/A14).
- 4.1.3 In support of the application, certain formal notices were required to be served, and placed on site, in accordance with the Transport and Works (Applications and Objections Procedures) (England and Wales) Rules 2006, which govern the application;
- i. Rule 14(7) notices have been displayed in the form of Form 3 in Schedule 2 to these Rules upon the right of way or street at, or as close as is reasonably practicable to, each point of extinguishment, diversion, stopping up or restriction of the right of way; and
 - ii. Rule 15 notices have been served in the form of Form 5 in Schedule 2 to these Rules upon all those named in the Book of Reference (NLE/A15) other than the Applicant and Crown interests.
- 4.1.4 Throughout all stages of the promotion of the NLE, TfL has sought to consult with all affected landowners, occupiers and other interest holders. TfL has done so by various means, including flyers, info-mails, telephone contact, correspondence, public events and meetings. TfL has approached all affected landowners, occupiers and interested parties and has responded to those who have shown an interest in being consulted. This includes all those landowners and occupiers who have lodged objections to the Order to the Secretary of State. The surface landowner objections are explained in further detail in Section 9 of this Proof of Evidence.
- 4.1.5 The objectors listed below are all residents of Fentiman Road who claim not to have received a Rule 15 notice. These parties were included within the Book of Reference (NLE/A15) and notices were served on them. Their respective Royal Mail recorded delivery reference numbers and attached screen shots of their Track and Trace delivery status is appended at Appendix 4. All parties have 'delivered' as their Royal Mail status.

- i. Stephen Bayley KR022862064GB.
 - ii. Peter Carew KR022867217GB.
 - iii. Laura Carew KR022859652GB.
 - iv. Edward Docx KR022925878GB.
 - v. Emma Docx KR022871582GB.
 - vi. Roger Ayers KR022869310GB.
 - vii. Dr Ceri Morgan KR022922236GB
 - viii. Andrew Weller KR022854200GB.
 - ix. Irene Bax KR022875434GB.
 - x. David Glass KR022924563GB.
 - xi. Simon Ricketts KR022861347GB
 - xii. Antonia Cantwell KR022855222GB
 - xiii. Ronan Cantwell KR022869442GB
 - xiv. Jonathan Berger (Circle Land Limited) KR022923316GB
- 4.1.6 Where notices sent by recorded delivery were returned as 'not called for', they were re-posted in the normal post.
- 4.1.7 Given the number of discrete land parcels required for the NLE and the number of discrete land owners affected by the NLE, I consider that powers for the compulsory acquisition of land are necessary for TfL to deliver the NLE.

5 GENERAL REQUIREMENTS AND CRITERIA AND SITE-SPECIFIC PROPERTY CONSIDERATIONS

5.1.1 A basic principle underlying the planning of the NLE has been to reduce, as far as is possible, the impact of the NLE on private property. It is however inevitable, that there will be some adverse impacts on property in delivering this extension to the Northern line.

5.1.2 As noted above, TfL has sought to minimise the construction impacts on affected landowners and properties. Temporary possession of land or interests in land will only be taken if they are necessary for the construction of the NLE. The construction programme and methodology is described in the Proof of Evidence of Mr Gammon (TFL2/A).

5.1.3 Land or interests in land will only be permanently acquired if they are necessary for the construction of the permanent structures and works associated with the NLE and their continuing protection and maintenance, or for mitigation, or accommodation works. London Underground's acquisition will be limited to rights and interests in land, airspace or subsoil, where it is not necessary to acquire a freehold interest in the whole of a property.

5.2 Conditions Attached to the Direction as to Deemed Planning Permission

5.2.1 Appendix 2 of the Request for a Direction under Section 90(2A) of the Town and Country Planning Act 1990, provides draft planning conditions. There are 13 proposed planning conditions including:

- i. Detailed design approval for the above ground elements;
- ii. Landscape works;
- iii. Replacement and protection of trees;
- iv. Code of Construction Practice (Part A and Part B);
- v. Construction Noise and Mitigation Scheme;
- vi. Contaminated Land;
- vii. Ground borne noise and vibration from the operation of trains; and
- viii. Airborne noise from the operation of fixed plant and machinery.

5.2.2 These are dealt with in more detail in the Proof of Evidence of Mr Rhodes (TFL5/A).

6 LIAISON WITH OWNERS AND OCCUPIERS OF AFFECTED PROPERTY AND INTERESTS BEFORE CONSTRUCTION

- 6.1.1 As at the date of production of this Proof of Evidence, there have been a total of 257 formal objections made to the Secretary of State concerning the NLE, in respect of the Application and the draft Order (NLE/A12). Of the 257 objections 121 are landowners or occupiers within the Book of Reference, 21 of which have a surface level interest affected by the NLE.
- 6.1.2 TfL has made contact with all objectors who are listed within the Book of Reference (NLE/A15) as well as all others. In many instances, meetings have been held where I, or one of my colleagues, have met with the objector or their representative to find out whether there is a basis to overcome the objector's points of concern. Progress with a number of objectors has been achieved by either explaining the detail of the NLE, or working with the objector to minimise the effect of the NLE on their land and property.
- 6.1.3 In the case of most surface landowner objectors, agreements are being negotiated that are considered will satisfy the concerns raised by their objections. This is described further in Section 9 of this Proof of Evidence.

7 LIAISON WITH OWNERS AND OCCUPIERS DURING CONSTRUCTION

- 7.1.1 London Underground, as required by the Code of Construction Practice (CoCP) (to be imposed by a planning condition), will during the course of construction of the NLE carry out regular liaison with owners and occupiers along the route.
- 7.1.2 This will be done by the contractors appointed to design and construct the NLE, but under the supervision of London Underground.
- 7.1.3 It is anticipated that liaison on this basis will enable relationships to be established between the affected landowners and occupiers and the contractors, that will prove responsive and harmonious. Interfaces will be strictly managed and controlled in accordance with undertakings given and agreements reached.
- 7.1.4 A draft of the CoCP has been prepared and London Underground is seeking to agree the terms of the CoCP with the Local Authorities. The proposed planning condition that will impose the CoCP is included in the Request for a Deemed Planning Permission Direction and is briefly described at Section 5 of this Proof of Evidence and more particularly within the Proof of Evidence of Mr Rhodes (TFL5/A).
- 7.1.5 The CoCP will regulate construction working practices, in relation to environmental considerations and construction impact, as described in the Proofs of Evidence of Mr Gammon (TFL2/A) and Mr Rhodes (TFL5/A).
- 7.1.6 A requirement of the CoCP is that there will be a liaison team committed to providing community relations personnel who will focus on engaging with the community to provide information and be the first line of response to resolve issues. The remit of the liaison team will be to provide a prompt response to any concerns raised and ensure that they are satisfactorily addressed.
- 7.1.7 The liaison team will advise occupiers of nearby properties in advance of works taking place and provide a 24 hour emergency contact telephone number in case of any concerns.
- 7.1.8 On other schemes of this nature, such as the Docklands Light Railway London City Airport Extension and the Docklands Light Railway Woolwich Arsenal Extension, the liaison team provided contact details for a 24 hour hotline, where residents, businesses and other affected parties could make contact in the event of disturbance, or other issue relating to the construction of the scheme. In my experience this process has worked very well in developing relationships and delivering the works in a harmonious way.

- 7.1.9 The liaison team will also be responsible for communicating with the local community through emails and leaflets containing information about the construction process, ensuring that the local community is kept aware of progress.
- 7.1.10 The Contractor will be required to comply with the Code of Construction Practice, mitigating environmental and construction impacts.
- 7.1.11 In certain cases TfL has entered, or is in the course of entering into specific agreements with those third parties affected so as to regulate the interface between the NLE and the third party's land and property. Where agreements have been reached with affected parties or undertakings given, where appropriate the obligations will be passed on by TfL to the contractor appointed to design and construct the NLE.
- 7.1.12 Land and property directly above subsoil acquisition, and surface land and property that is within the draft Order (NLE/A12) that is not acquired or occupied temporarily for the construction of the NLE, will be monitored for settlement. Where settlement occurs, London Underground will remedy this settlement.
- 7.1.13 Affected property owners where only subsoil acquisition is required will be contacted so that London Underground can undertake a defects survey in advance of the tunnel works in the relevant location. At the owner's request London Underground will undertake a second defects survey at a later date to establish the difference between the two assessments and to understand whether any defects have occurred due to the works. The owner will be entitled to compensation in accordance with the Compensation Code, which provides for a claim to cover the reasonable costs of remedying defects that relate to the works.
- 7.1.14 London Underground is willing to enter into a Deed concerning the mitigation of the effects of settlement arising from the construction works undertaken, at the property owner's request. The Deed would regulate the timescales relating to the survey process and the compensation payable, as set out above.
- 7.1.15 Where land is occupied temporarily for the purposes of construction, London Underground intends to reinstate the land to the reasonable requirements of the owners before vacating and handing it back, as required by Article 30 (4) of the draft Order (NLE/A12).

8 COMPENSATION

- 8.1.1 In the process of acquiring land for the NLE, where practicable the guidance of Circular 06/2004 will be taken into account as will the relevant provisions that are contained within planning and compulsory purchase legislation.
- 8.1.2 I understand that compensation is not a matter for the Public Inquiry. However, compensation will be assessed based on the market value of land and property, together with any disturbance losses and the claimant's associated professional fees. Any disputes that arise in relation to compensation will be referred to the Lands Chamber of the Upper Tribunal.
- 8.1.3 Compensation for land occupied temporarily under Articles 30 and 31 of the draft Order (NLE/A12) will be assessed in accordance with those Articles.
- 8.1.4 Where land is permanently acquired, compensation for affected parties will be assessed in accordance with the compensation code. The compensation code is a well established basis of assessing compensation. The compensation code is principally made of statutory provisions in the form of the Land Compensation Act 1961 and the Compulsory Purchase Act 1965, as modified by the draft Order (NLE/A12) and the Land Compensation Act 1973, Acquisition of Land Act 1981 and the Planning and Compulsory Purchase Act 2004.
- 8.1.5 Where subsoil land is acquired the compensation offered will be in accordance with precedent from other underground infrastructure schemes in London such as Crossrail and Channel Tunnel Rail Link (HS1), which will be £50 plus a £250 contribution towards the owner's reasonable fees. It should be noted that the affected landowner is not obliged to accept this offer.

9 NEGOTIATIONS WITH OBJECTORS

9.1 Overview

9.1.1 Set out below are objectors who have raised surface level property-related issues within their objections. The objections, TfL's summary response and an overview of the current status of the objection is detailed below. Appendix 3 contains the corresponding Objector Plan.

9.2 Objection 101 - Banham Patent Locks Limited (Banham) Appendix 3.1

9.2.1 Date of Objection – 17 June 2013

9.2.2 Grounds of Objection

9.2.2.1 Inadequate justification for the Order and the location of the new station on the site of Banham Headquarter Building – the process of selecting the location of the Nine Elms station has been fundamentally flawed.

9.2.2.2 The effect of the Order on Banham's Business - The building is the operational centre for the 24 hour Alarm Receiving Centre "ARC" which remotely monitors the security system of some 22,000 customers. The ARC is served by dual telecommunication and power systems which are vital to the certification of the business by the National Security Inspectorate (NSI).

9.2.3 Response to the Grounds of Objection

9.2.3.1 The justification for the location of the Nine Elms station is set out in the other evidence, in particular the Proof of Evidence of Mr de Cani (TFL1/A).

9.2.3.2 Prior to the TWAO application, Banham made a planning application for the redevelopment of their site. The application comprised a mixed use scheme of predominantly residential use above employment space which was intended to be occupied by Banham.

9.2.3.3 It was therefore already foreseen by Banham that if they were to pursue the redevelopment they would have to re-locate their facilities (including the Alarm Response Centre) to allow the demolition of the existing premises and rebuilding of the new facility.

9.2.3.4 TfL has supported Banham in the early mitigation of the effects of the proposed compulsory acquisition in a similar approach to that required by a planned relocation of the business premises if they had redeveloped the site themselves. TfL is paying the professional fees required to source and design alternative premises including planning applications and procurement of the necessary building and relocation works. Banham has secured a site in Thornsett Road in the adjoining London Borough of Wandsworth (LBW),

for which planning consent is due to be considered at the Planning Committee on 7 November 2013. TfL has supported the planning application.

9.2.4 Status and Comments

9.2.4.1 TfL has approached the relocation of the Banham business in the same way as Banham would have needed to vacate their site in order to carry out their own redevelopment.

9.2.4.2 Banham has progressed the procurement of their alternative premises and ensured these meet the NSI requirements.

9.2.4.3 An agreement with TfL for the relocation and terms for the acquisition of the Banham land at Pascal Street, Nine Elms is in negotiation and is expected to be completed by the time of the inquiry.

9.3 Objection 130 – Covent Garden Market Authority (CGMA) Appendix 3.2

9.3.1 Date of Objection – 17 June 2013

9.3.2 Grounds of Objection

9.3.2.1 The loss of essential facilities at the Market including the main boiler house and head office at the Nine Elms headquarters.

9.3.2.2 The severe impact on CGMA's ability to manage the phased redevelopment of the Market by using part of the "Apex site" for the temporary NLE worksite.

9.3.2.3 The location of the proposed worksite is planned for high-density, residential led development and the proposed acquisition of a right of way across the land sterilises the land for development.

9.3.3 Response to Grounds of Objection

9.3.3.1 TfL and CGMA have been working together to seek to mitigate the effect of the permanent acquisition of the land comprising their main boiler house and headquarter offices, and the temporary impact on the "Apex site" which is the proposed development site.

9.3.3.2 CGMA also has a conditional development agreement with Vinci St Modwen as developer of the scheme. The discussions to address the objection have been held with both CGMA and Vinci St Modwen.

9.3.3.3 The mitigation of the effects of the NLE includes;

- i. the early relocation of the boiler house to best suit the development programme for the CGMA and Vinci St Modwen development;
- ii. an additional access to the NLE worksite across CGMA land which will reduce the extent of the temporary land required on the Apex site;

- iii. the early relocation of the Covent House offices to the CGMA-owned Flower Market until such time as the new facility in their new redevelopment is ready; and
- iv. temporary land requirements that optimise the site layout.

9.3.4 Status and Comments

- 9.3.4.1 An agreement for the relocation and terms for the acquisition of the CGMA land at Pascal Street, Nine Elms is in negotiation and is expected to be completed prior to the Inquiry.

9.4 Objection 73 – The Ballymore Group Appendix 3.3

9.4.1 Date of Objection – 14 June 2004

9.4.2 Grounds of Objection

- 9.4.2.1 Design, location, orientation and key entrance points of the intermediate station (Nine Elms) fails to address the long term objective of the Opportunity Area.

- 9.4.2.2 TfL has failed to take into account the foundation design of Ballymore's consented scheme at Embassy Gardens.

- 9.4.2.3 TfL has failed to adequately consider noise and vibration arising from the proximity of the running tunnels to the Embassy Gardens development.

- 9.4.2.4 The powers for temporary access rights could prevent residential and construction access for future phases of development. They bear no relation to the consented scheme and may not be exercisable in practice and may be lacking in some places.

- 9.4.2.5 Tunnel alignments adversely affect the consented foundations for the development currently being constructed at Embassy Gardens. Ballymore have re-designed piled foundations and substructure concrete ground beams to cater for TfL's development. This has led to an increase in costs and time delay in delivering Ballymore's development.

- 9.4.2.6 Impact of NLE on proposed development at Cringle Street.

- 9.4.2.7 Mapping used by TfL at the time of the TWAO application was out of date.

9.4.3 Response to Grounds of Objection

- 9.4.3.1 The Proofs of Evidence of Mr de Cani (TF1/A), Mr Buckle (TFL8/A) and Mr Gammon (TFL2/A) deal specifically with issues relating to the design and siting of the proposed Nine Elms station.

- 9.4.3.2 Subsequent to the submission of the TWAO application the Promoters have met with the Objectors and have agreed a solution that resolves any conflicts between foundation design of the Embassy Gardens development and the NLE tunnels, by agreeing to provide tunnel and exclusion zone information to Ballymore to inform its design and construction. Any reasonable losses incurred by the Objector in implementing any revised foundation design will be compensated in accordance with the compensation code as described in Section 8 of this Proof of Evidence.
- 9.4.3.3 The Proof of Evidence of Mr Rupert Thornely-Taylor (TFL3/A) deals specifically with Noise and Vibration and the design will be subject to the Planning Conditions, as briefly described in Section 3 of this Proof of Evidence.
- 9.4.3.4 TfL has sought powers to carry out protective works to any buildings or structures within the Order Limits at its own expense, as is considered necessary or expedient. The Promoters intend to complete defect surveys on all buildings within the order limits and carry out protective works at any time before and during construction and after completion of that part of the authorised works, up to the end of the period of 5 years beginning with the day on which that part of the authorised works is first opened for use. Owners of properties where defect surveys are required will be contacted in advance to arrange access but the survey will not be undertaken until shortly before the start of construction activities that could affect the building. The surveys will be at the Promoter's own expense and, as above, any damage caused by the NLE works will be remedied at the Promoter's expense. In relation to the protective and remedial works, the owners of affected properties will be consulted before these works will be carried out. Other than the rights set out above, the Promoters have agreed not to use any of the Objector's land for any surface level construction-related activities including the use of land for a site compound and/or access shafts. It is not intended that the exercise of these powers will affect residential or commercial access to any phase of the Embassy Gardens development. The Promoters and their appointed contractors will work with the objectors to identify any conflicts in advance of them occurring and endeavour to resolve them.
- 9.4.3.5 The Proof of Evidence of Mr Gammon (TFL2/A) specifically deals with the tunnel alignments. Any reasonable losses incurred by the Objectors due to the NLE will be compensated in accordance with the compensation code.
- 9.4.3.6 The mapping used in the preparation of the Deposited Plans and Sections (NLE/A14) was the most up to date version available from the Ordnance Survey at the time.

9.4.4 Status and Comments

9.2.4.1 Whilst to date the Promoters have been unable to reach agreement on the points of objection, discussions with the Objector are continuing. It is anticipated that an agreement will be reached by the time of the inquiry.

9.5 Objection 109 – Royal Mail Group and Post Office Limited Appendix 3.4

9.5.1 Date of Objection – 17 June 2013

9.5.2 Grounds of Objection

9.5.2.1 Potential for exercise of powers to adversely affect and interfere with Objectors business operations and statutory duties.

9.5.2.2 Impact on access for the delivery of mail, other items and customer access to and from the Objectors delivery offices.

9.5.2.3 Exercise of Promoters powers has potential to affect vehicle movements to and from Objectors Nine Elms site both in terms of existing mail operations and redevelopment proposals.

9.5.2.4 Objectors seeking assurances that the proposed level of the running tunnels beneath the surface of its land will not adversely affect its ability to construct the consented development.

9.5.3 Response to the Grounds of Objection

9.5.3.1 Through the proposed agreement, prior to commencing the works the Promoters undertake not less than 42 days before to consult with the Objectors to carry out the works in such a way to avoid, where reasonably practicable, the removal or relocation of any existing post boxes and to minimise disruption to the postal services or other undertaking of the Objectors. The Promoters will endeavour to work with the Objectors to minimise any disruption to the postal services of the Objectors.

9.5.3.2 Through the proposed agreement the Promoters shall not exercise the Order powers so as to prevent or substantially inhibit vehicular or pedestrian access to the Objectors' premises.

9.5.3.3 Through the proposed agreement the Promoters will also endeavour not to interfere with the Objectors' access to the Nine Elms site during its redevelopment.

9.5.3.4 Through the proposed agreement the Promoters will agree not to use or undertake works on the Promoters' Nine Elms site (including subsoil lying less than 9 metres beneath the level of the surface of the land) for the purposes of or to carry out any surface level construction or related activities

including the construction or use of the site for works compounds or access shafts. This will allow the Objectors to continue the redevelopment of their Nine Elms site in coordination with the Promoters' activities.

9.5.4 Status and Comment

9.5.4.1 Discussions with the Objector are continuing and it is anticipated that an agreement will be reached before the inquiry

9.6 **Objection 187 and 188 – National Grid Gas plc, National Grid Property Holdings Limited and National Grid Twenty Seven Limited Appendix 3.5**

9.6.1 Date of Objection – 18 June 2013

9.6.2 Grounds of Objection

9.6.2.1 The NLE will prejudice the planned future development of the gas holder site.

9.6.3 Response to Grounds of Objection

9.6.3.1 The Promoters will endeavour to work with the Objectors to ensure that the construction of the NLE will not prejudice the development of the Objectors' land. Specifically the Promoters in their proposed heads of terms have undertaken to provide at least 6 months' notice of the date they intend to construct their tunnels beneath the Objectors' land, to fix and provide details of the vertical and horizontal alignment of the NLE tunnels, to use reasonable endeavours to programme the construction of the NLE to minimise any disruption to the Objectors' construction activities and will not use any of the Objectors' surface land for any construction-related activities.

9.6.4 Status and Comment

9.6.4.1 Whilst to date the Promoters have been unable to reach agreement on the points of objection, discussions with the Objectors are continuing and it is anticipated that agreement will be reached by the time of the inquiry.

9.7 **Objection 129 – Bee Urban Appendix 3.6**

9.7.1 Date of Objection – 17 June 2013

9.7.2 Grounds of Objection

9.7.2.1 Failure to consult in a sufficient manner.

9.7.2.2 Location of the permanent shaft and head house at Kennington Park.

9.7.2.3 Impact of construction on local communities and the park.

9.7.3 Response to Grounds of Objection

9.7.3.1 Consultation was undertaken with Bee Urban. Matters of consultation are described further in the Proof of Evidence of Mr de Cani (TFL1/A).

9.7.3.2 The decision to locate the Head House and permanent shaft in Kennington Park is described in the Proofs of Evidence of Mr de Cani (TFL1/A), Mr Buckle (TFL8/A) and Mr Gammon (TFL2/A). I am satisfied that the negative impact of the acquisition of this land abutting onto Kennington Park is outweighed by the benefits of the NLE.

9.7.3.3 The Code of Construction Practice will regulate the way in which the contractor will undertake the works, which will be agreed with the London Borough of Lambeth before works commence.

9.7.4 Status and Comment

9.7.4.1 It is my understanding that the Objector has no legal right to occupy its current site. Notwithstanding this I understand that the Objector is proposed to be relocated to an alternative location within Kennington Park by the London Borough of Lambeth in advance of the NLE works. As stated in the London Borough of Lambeth's Statement of Case at paragraph 4.3.3, TfL will agree as part of the proposed agreement with the Council, to meet part of the costs to relocate Bee Urban to a new location in Kennington Park.

9.8 Objection 70 – Western Riverside Waste Authority (WRWA) Appendix 3.7

9.8.1 Date of Objection – 13 June 2013

9.8.2 Grounds of Objection

9.8.2.1 The project will materially affect ability to carry out duties at the Cringle Dock site.

9.8.2.2 The proposed use of the river at parcel 10006 could impede the movement of river barges at the cringle Dock site.

9.8.2.3 There are no details as to what the land will be used for.

9.8.2.4 Construction traffic will have a detrimental impact on the operations at the site combined with those of other projects.

9.8.2.5 No navigational risk assessment has been carried out at the site. Concerns are raised as to the effect on the operations with the combined use of the river from this project and others proposed in the area.

9.8.3 Response to the grounds of objection

9.8.3.1 Representatives of TfL have met with both WRWA and the occupiers of the site to discuss the points of objection and potential effects on the Objector's business.

9.8.3.2 A preliminary navigational risk assessment (NRA) (NLE/A19/9) has been carried out by TfL. The NRA has been developed to support the NLE proposals and demonstrate that the use of the River Thames to transport excavated material is appropriate and viable. The NRA concludes that no critical navigation risks associated with the additional traffic generated by the NLE's removal of excavated material operations have been identified in Nine Elms Reach, nor will the additional river traffic conflict significantly with other river users or fixed installations. This document has been provided to WRWA and the site occupier along with the letter of response to their objection.

9.8.3.3 Parcel 10006 will not now be used for Work No 10 itself. The heads of terms issued to WRWA state that TfL will use reasonable endeavours not to obstruct the barge entry/exit from Cringle Dock.

9.8.3.4 The heads of Terms sent to WRWA and the site freeholder (Cory Limited) set out terms which will allow the operation of their business to continue and for the project to operate alongside.

9.8.3.5 The intention is for a conveyor to run along the west side of the WRWA land boundary, within parcel 10040. This is for the purposes of spoil removal from the construction site onto barges. In the north-west corner of the site, a proposed corner transfer tower is required for the conveyor belt to turn 90 degrees. This tower will be located in parcel 10040 owned by Battersea Power Station, however, in this area the tower foundations are required and as a result a number of piles and a pile cap will be required on the land in parcel 10050 belonging to WRWA.

9.8.4 Status and comments

9.8.4.1 Whilst to date TfL has been unable to reach agreement on the points on the objection, there remains a practical solution to them that will not materially impact on the Objectors' use and enjoyment of the land. The land that is required temporarily for the purposes of foundation strengthening is not considered to result in a detrimental effect on the use of the objector's land holding. Discussions with the Objector are continuing and it is anticipated that an agreement will be entered into by the time of the inquiry.

9.9 Objection 214 – Cory Environmental Limited Appendix 3.8

9.9.1 Date of Objection – 18 June 2013.

9.9.2 Grounds of Objection

9.9.2.1 Lack of information in application as to the intended use of the land, why it is being used and for how long.

9.9.2.2 Lack of pre-application consultation.

9.9.2.3 No assessment has been carried out on the use of the river and the impact on their business and access to the river wall.

9.9.2.4 A navigational risk assessment has not been carried out for the use of the river and its impacts on current users. The increased use due to this project and others and the impact on Cory.

9.9.2.5 No information has been provided on the number and size of barges to be used to remove the spoil.

9.9.2.6 The alignment of the conveyor route and its impact on the waste transfer building which appears to require demolition.

9.9.2.7 Concerns have been raised as to the noise and dust levels produced by the conveyor.

9.9.3 Response to the grounds of objection

9.9.3.1 Consultation with Cory Limited has been ongoing since 2010 at key stages of the development of the NLE, including consultation in autumn 2012. This has included an ongoing schedule of communications and engagement with residents, businesses and landowners potentially affected by the proposals as well as with elected representatives and the local authorities.

9.9.3.2 Representatives of TfL have met with both Cory Limited to discuss and understand the issues that the project will cause to the business.

9.9.3.3 A preliminary navigational risk assessment (NRA) (NLE/A19/9) has been carried out by TfL. The NRA has been developed to support the NLE proposals and demonstrate that the use of the River Thames to transport excavated material is appropriate and viable. The NRA concludes that no critical navigation risks associated with the additional traffic generated by the NLE removal of excavated material operations have been identified in Nine Elms Reach, nor will the additional river traffic adversely affect other river users or fixed installations. This document has been provided to Cory Limited and the site occupier WRWA and forms part of the Environmental Statement Addendum.

9.9.3.4 Parcel 10006 will now not be used for Work No 10 itself. The heads of terms issued by TfL provide for TfL to use reasonable endeavours not to obstruct the barge entry/exit from Cringle Dock.

9.9.3.5 Heads of terms have been sent to Cory Limited and the site occupier WRWA setting out terms which will allow the operation of their business to continue and for the project to operate alongside.

9.9.3.6 The intention is for a conveyor to run along the west side of the Cory land boundary, within parcel 10040. This is for the purposes of spoil removal from the construction site onto barges. In the north-west corner of the site, a proposed corner transfer tower is required for the conveyor belt to turn 90 degrees. This tower will be located in parcel 10040 owned by Battersea Power Station. However, in this area the tower foundations are required and as a result a number of piles and a pile cap will be required on the land in parcel 10050 belonging to WRWA.

9.9.4 Status and comments

9.9.4.1 Whilst to date TfL has been unable to reach agreement on the points on the objection, there remains a practical solution to all of them raised so that the project will not impact materially on the Objectors' use and enjoyment of the land. The land that is required temporarily for the purposes of foundation strengthening is not considered to result in a detrimental effect on the use of the objector's land holding. Discussions with the Objector are continuing and it is anticipated that an agreement will be reached prior to the inquiry.

9.10 Objection 46 – Battersea Dogs and Cats Home (BDCH) Appendix 3.9

9.10.1 Date of Objection – 10 June 2013.

9.10.2 Grounds of Objection

9.10.2.1 The compulsory purchase powers are wide ranging and affect 70% of the site.

9.10.2.2 Acquisition of subsoil for the tunnels will risk blighting BDCH's future development of the site.

9.10.2.3 The effect of the NLE is to create uncertainty on the BDCH planned development, which is planned to be delivered over the next 5 years.

9.10.2.4 The proposed TfL mitigation in respect of the decanting of the Kent Building, would adversely affect BDCH's activities.

9.10.2.5 There is a risk of long term settlement to the Kent Building.

9.10.3 Response to the grounds of objection

9.10.3.1 TfL has included a significant area of temporary land within the Order limits for the purposes of delivering its mitigation proposals. This temporary land will provide TfL with the necessary access to install its

proposed mitigation scheme allowing BDCH to continue its operation. In addition the temporary land will be used to facilitate the construction of the NLE and be used to provide access to monitor, manage and remedy any settlement issues that may occur as a consequence of the NLE works.

- 9.10.3.2 TfL undertook regular consultation with BDCH throughout 2012 and 2013 prior to the Order application, towards developing an agreed mitigation scheme for the decanting of the Kent Building.
- 9.10.3.3 To deliver the NLE, TfL will be acquiring subsoil land for the NLE overrun tunnels, together with a protection zone.
- 9.10.3.4 The existence of the tunnels will require BDCH to follow London Underground's standards should it wish to develop over the top of the tunnels in the future. Tunnels exist all over central London and providing the proper process is followed to protect the tunnels, then their existence should not inhibit development.
- 9.10.3.5 If the land value is demonstrably affected by the existence of the tunnels, then BDCH will have an entitlement to compensation under the Compensation Code, as described in Section 8 of this Proof of Evidence.
- 9.10.3.6 In April 2013 BDCH raised the idea of bringing forward its proposed development and incorporating it into the TfL programme in such a way that would deliver mitigation for the decanting of the Kent Building without prejudicing the delivery of BDCH's proposed development. In June 2013 BDCH gave TfL a presentation on how this might be achieved. TfL responded positively to the idea and has been working with BDCH to allow it to deliver its development and its own mitigation proposals, in preference to the TfL proposed mitigation. However, the TfL proposed mitigation scheme is required as a fall back to ensure that the NLE can be constructed as explained in the evidence of Mr Gammon (TFL2/A).
- 9.10.4 Status and comments
 - 9.10.4.1 TfL is working with BDCH towards reaching an agreement that satisfies their concerns. The proposed agreement provides for BDCH to develop its proposed development and mitigation scheme as a preferred option. If this scheme is not deliverable for whatever reason, then the proposed TfL mitigation scheme will be the fall back mitigation solution to allow the NLE construction works to progress on programme.

9.11 Objection 81 – Chivas Brothers Appendix 3.10

- 9.11.1 Date of objection – 3 May 2013.
- 9.11.2 Grounds of objection.

- 9.11.2.1 Wrong selection of location for the shaft and head house and insufficient consultation.
- 9.11.2.2 Health and Safety concerns relating to the location of the head house in the event of a fire on the railway relative to the storage and transfer of sprits at the Chivas site.
- 9.11.2.3 Commercial concerns relating to the disruption of business and the impact this may have on the Beefeater brand.
- 9.11.3 Response to the grounds of objection
 - 9.11.3.1 TfL has undertaken an assessment of the shaft and head house options and the process undertaken is described in the Proof of Evidence of Mr de Cani (TFL1/A).
 - 9.11.3.2 Issues relating to health and safety have been properly assessed and are described in the Proof of Evidence of Mr Gammon (TFL2/A).
 - 9.11.3.3 Whilst there is likely to be some local disturbance and inconvenience in delivering the NLE, it is considered unlikely that the proposed NLE works as set out in the Order application would have a significantly adverse affect on Chivas' operation leading to impacts on the Beefeater brand.
 - 9.11.3.4 If Chivas' operation is affected through the NLE works then it will have an entitlement to compensation in accordance with the Compensation Code as set out in Section 8 to this evidence. However, in order to provide necessary comfort to Chivas and to enable it to withdraw its objection, TfL has been working with Chivas to develop a reorganisation of its site layout, providing for additional space. This additional space will in Chivas' opinion allow it to continue to operate throughout the NLE works. Following the completion of the NLE works this new layout will provide a better operational arrangement with additional space than the existing site.
- 9.11.4 Status and comments
 - 9.11.4.1 TfL and Chivas are working together to finalise an agreement that will lead to the withdrawal of Chivas' objection.
- 9.12 Objection 74 – Network Rail Infrastructure Limited (NRIL) Appendix 3.11**
 - 9.12.1 Date of objection – 14 June 2013.
 - 9.12.2 Grounds of objection.
 - 9.12.2.1 The proposed Order includes powers to acquire NRIL Land, or rights over NRIL land and to use NRIL land temporarily. The NRIL land subject to the

exercise of the powers includes operational land (railway track and track beds), as well as land which is subject to leases, including one granted to Battersea Dogs and Cats Home, which faces the prospect of being temporarily relocated while works to construct an overrun tunnel are carried out. The works would therefore have a very significant on NRIL's operations and on those of its tenants.

9.12.2.2 The protective provisions require amendment as well as supplementing by way of a contractually binding agreement NRIL is in discussions with TfL and LUL to this end. Since agreement has not yet been reached, NR has no option but to object to the proposed Order, but in the hope and expectation that appearance at any public inquiry can be avoided.

9.12.3 Response to Grounds of Objection

9.12.3.1 TfL and NRIL regularly have project interfaces and there is a standard suite of agreements that regulate the interface issues. TfL has issued a draft of a proposed Framework Agreement and is in discussion regarding a Property Agreement and infrastructure protection issues, which should satisfy NRIL's concerns regarding its operations and assets.

9.12.3.2 TfL is in separate discussions with BDCH as set out in Section 9 of this evidence.

9.12.4 Status and Comments

9.12.4.1 TfL and NRIL are in discussions relating to a suite of agreements and protective provisions, which will satisfy NRIL's concerns and allow it to withdraw its objection.

9.13 Objection 107 – Sainsbury's Supermarkets Limited (Sainsbury's) Appendix 3.12

9.13.1 Date of Objection – 17 June 2013

9.13.2 Grounds of Objection

9.13.2.1 Sainsbury's is about to receive planning permission for its comprehensive redevelopments of the Site, which is recognised as strategically important to the delivery of housing within the Vauxhall Nine Elms Battersea Opportunity Area Sainsbury's redevelopment will deliver a significant number of new market and affordable homes and has been designed to accommodate Northern Line Extension works.

9.13.2.2 The Order permanently – as well as temporary possession of associated worksite land – at the Site, to deliver 'Work No.3' (the new intermediate Northern Line station) proposals would, as published, authorise the taking of land

9.13.2.3 These rights go further than is necessary and would prejudice the delivery of Sainsbury's regeneration proposals at the Site. There is a workable alternative to the published Order proposals insofar as they affect the Site. This is recognised by the materials published alongside the Book of Reference, which are inconsistent with the deposited Plans and Sections.

9.13.2.3 As such, the Order should not be confirmed until these issues have been resolved, by reducing the extent of the powers sought and entering into the Land and Works Agreement (L&WA) arrangement to provide mutually satisfactory controls over the form and timing of development at the Site.

9.13.2 Response to the Grounds of Objection

9.13.3.1 Prior to the TWAO application, Sainsbury's made a planning application for the redevelopment of their site which was ultimately approved by the London Borough of Lambeth in July 2013. The application comprised a mixed use scheme of residential use above a major new supermarket providing employment space to be occupied by Sainsbury's.

9.13.3.2 'Phase 2' of the consented scheme comprising two buildings providing 92 affordable housing units is on land to be acquired for the Nine Elms station.

9.13.3.3 TfL has supported Sainsbury in the early mitigation of the effects of the proposed compulsory acquisition throughout the planning process.

9.13.4 Status and Comments

9.13.4.1 An agreement in principle between TfL and Sainsbury has been reached for the acquisition of their land at Nine Elms and for the alternative provision of the affordable housing units.

9.14 Objection 186 – BPS Owing Group (BPS) Appendix 3.13

9.14.1 Date of Objection – 18th June 2013

9.14.2 Grounds of Objection

9.14.2.1 The BPS Owing Group supports the Order in principle, however the Order does not sufficiently take into account the consented BPS development which is progressing at the same time as the NLE TWAO application and Order Works (both in design and construction).

9.14.2.2 The Order powers seek permanent rights of access to the proposed LUL station and temporary rights for the construction of the station structure and railway crossover structure (both underground).

9.14.2.3 The BPS Owing Group has four key areas of concern:

- 9.14.2.4 The extent of land or rights to be acquired by the Order and specific areas of conflict.
- 9.14.2.5 The construction timing and methodology for the Order Works, particularly as to how this affects the construction programme for the concurrent BPS Development.
- 9.14.2.6 The effect of the spoil removal arising from the station and tunnels, including the use of the conveyor belt across the BPS Development site and reliance on barges to remove spoil.
- 9.14.2.7 The design and construction of the Battersea station underground structures.
- 9.14.3 Response to the grounds of objection
 - 9.14.3.1 The BPS Owing Group and TfL have had detailed discussions regarding the extent of the BPS development and the Order to reach agreement on all aspects.
- 9.14.4 Status and comments
 - 9.14.4.1 It is expected by both parties that the matters set out in the objection will be resolved by agreement before the inquiry and the BPS Owing Group will be withdrawing their objection. The agreement provides for BPS to develop their proposed development and for TfL to deliver the proposals set out in the Order with redefined permanent and temporary land requirements, an amended route for the conveyor, detailed information regarding the construction timing and methodology for the station and crossover structures, and the relevant interfaces.
- 9.15 Objection 160 – Tesco Stores Limited Appendix 3.14**
 - 9.15.1 Date of Objection – 17 June 2013
 - 9.15.2 Grounds of Objection
 - 9.15.2.1 Willingness to co-operate – Tesco is willing to sell the land required by private treaty and has advised representatives of Transport for London (“TfL”) of this in meetings. It is unclear therefore why Tesco’s land has been included within the Order. TfL should contact this firm with its proposals for taking this forward.
 - 9.15.2.2 Tesco’s Land is not required – Tesco’s land is not required (a) at all, or (b) to the extent shown on the deposited plan, further or alternatively (c) Tesco’s land is not required at this time.

- 9.15.2.3 Implementation of the scheme is still uncertain. The scheme referred to is the Visitors Centre because, as we understand it, if the Visitors Centre is not implemented, then the water tank and hence Tesco's land will not be required. It is unacceptable for Tesco's land to be compulsory acquired to cater for the needs of a third party landowner where there is no certainty and no commitment from that landowner that the scheme for which Tesco's land is required will ever be completed. Accordingly, acquisition of Tesco's land is not in the public interest.
- 9.15.3 Response to Grounds of Objection
 - 9.15.3.1 TfL and Tesco have been in discussion regarding the acquisition of Tesco's interests in the land at Montford Place. TfL acquired this land in September 2013.
 - 9.15.4 Status and Comments
 - 9.15.4.1 Pursuant to TfL's acquisition of Tesco's land at Montford Place, Tesco has withdrawn its objection.

10. DISAPPLICATIONS AND MODIFICATIONS OF STATUTORY PROVISIONS

- 10.1.1 Part 1 of the 1965 Act is applied to the compulsory acquisition of land under the Order as if it were a compulsory purchase order (CPO) made under the Acquisition of Land Act 1981.
- 10.1.2 Part 1 of the 1965 Act contains general provisions that apply where land is acquired under a CPO and it is appropriate that these should also apply in relation to the acquisition of land under the Order.
- 10.1.3 Two provisions of Part 1 of the 1965 Act do not apply, however. They are:
- i. Section 4, which provides a 3 year time limit for the exercise of compulsory purchase powers. These are replaced by article 36 which provides for a 5 year time limit (see below); and.
 - ii. Paragraph 3(3) of Schedule 3 [there is an incorrect reference to Schedule 2 in draft Order] which makes provision as to the giving of bonds prior to entering onto land in certain circumstances.
- 10.1.4 Also, section 8(1) of the 1965 Act is replaced by the provisions of article 34 in circumstances where only part of certain types of property is being acquired. The provisions in article 34 are more extensive than section 8(1) and provide greater certainty as to the procedure and potential outcomes where LUL is proposing to acquire only part of certain types of property and the owner is willing to sell the whole.
- 10.1.5 The 1981 Compulsory Purchase (Vesting Declarations) Act enables compulsory purchase powers in a CPO to be exercised by means of a general vesting declaration (GVD). Article 25 applies this power as if the Order was a CPO. GVDs provide an efficient means of acquiring land compulsorily, so it is appropriate that LUL should be able to utilise this mechanism.
- 10.1.6 Certain procedural provisions in the 1981 Act are modified to reflect the context in which the GVD powers are being exercised (i.e. under a TWA Order rather than a CPO).
- 10.1.7 As well as providing for the compulsory acquisition of land, the Order enables LUL to impose restrictive covenants and acquire rights in land (which can be done by creating new rights).
- 10.1.8 It is appropriate that the legislation relating to compensation for compulsory purchase should apply where these powers to acquire rights only are exercised. This is achieved by article 26(4) and Schedule 3 which applies (with the necessary modifications) the relevant legislation.

- 10.1.9 Articles 30 and 31 provide powers for LUL to occupy land temporarily for the purposes of constructing or maintaining the authorised works. Paragraph (10) of each of those articles provides that section 13 of the 1965 Act applies where those powers of temporary possession are exercised.
- 10.1.10 Section 13 provides allows a court warrant to be obtained which can be enforced to gain possession of the land where the owner refuses to give up possession or hinders the acquiring authority from entering onto the land. These powers are essential to ensure the powers of temporary occupation can be exercised effectively.
- 10.1.11 The provisions of the 1973 Act which relate to:
- i. the assessment of compensation for injurious affection, and
 - ii. the assessment of whether part of certain types of property can be acquired without material detriment,
- are modified so they are capable of applying in circumstances where rights are being acquired or restrictive covenants imposed.
- 10.1.12 The 1965 Act is modified so that, in appropriate contexts, references to land are to be read as referring to, or as including references to—
- i. the right acquired or to be acquired or the restrictive covenant imposed or to be imposed; or
 - ii. the land over which the right is or is to be exercisable or the restrictive covenant is or is to be enforceable.

11 ISSUES RAISED IN THE STATEMENT OF MATTERS

11.1.1 The Secretary of State issued the Statement of Matters relating to the draft London Underground (Northern Line Extension) Order Application. The Secretary of State requires the issues identified in the Statement of Matters to be addressed at the Public Inquiry.

11.1.2 Three of the matters raised concern land and property provisions;

Ref	Matter	Response
5 (f)	Impacts on land use, including the effects on commercial property and the viability of businesses, and the effects on the right of access.	<p>In Sections 2 and 5 of this Proof of Evidence, I summarise TfL's general requirements and criteria and site-specific requirements and criteria, in the context of impact on local residents, businesses and the environment of constructing and operating the scheme.</p> <p>Mr Gammon's Proof of Evidence (TFL2/A) identifies that construction is to be undertaken in accordance with the Code of Construction Practice to be agreed with the local authorities concerned, namely London Borough Lambeth, London Borough of Southwark and the London Borough of Wandsworth.</p> <p>As noted in Sections 4 and 5 of this Proof of Evidence, TfL will undertake construction in a manner that continues to allow access to property throughout the works. Further more, the scheme does not permanently leave any property without access.</p> <p>It is not considered that there will be impacts on rights of access, land use, commercial property and businesses that will impact on their viability. However, the Compensation Code provides financial mitigation where there are certain impacts.</p>

Ref	Matter	Response
14	Whether the relevant Crown authority has agreed to the compulsory acquisition of interests in, and/or the application of provisions in the draft TWA Order in relation to, the Crown land identified in the book of reference.	<p>In Section 3 of this Proof of Evidence I summarise the position in respect of the Crown interests.</p> <p>TfL is working towards an agreement with the Crown that will satisfy it in respect of the compulsory acquisition of its interests as identified in the book of reference.</p>
13	Whether there is a compelling case in the public interest for conferring on TfL powers compulsorily to acquire and use land for the purposes of the scheme, having regard to the guidance on the making of compulsory purchase orders in ODPM Circular 06/2004, paragraphs 16 to 23; and whether the land and rights in land for which compulsory acquisition powers are sought are required by the Promoter in order to secure satisfactory implementation of the scheme.	<p>It is considered that all of the evidence of the TfL witnesses and the totality of the TfL case for the NLE, demonstrates that there is a compelling case in the public interest for the NLE. It is further considered that compulsory acquisition and use of all of the land and property permanently and temporarily required for the NLE, is in the public interest. In addition, it is my opinion that the necessary land for the NLE can not be assembled on this basis without the exercise of compulsory purchase powers.</p>

12 CONCLUSIONS

12.1.1 London Underground wishes to mitigate the effects of the construction of the NLE and to reduce, as far as is possible, the impact on private property.

12.1.2I am satisfied that from a land and property perspective TfL has;

- i. Worked to minimise the extent of land, property and rights both temporarily and permanently required;
- ii. Limited the land and property requirements to what is reasonable for a Scheme of this complexity and extent;
- iii. Sought to minimise demolition of property and minimise property blight; and
- iv. Demonstrated the need for compulsory purchase powers.

12.1.3 TfL has corresponded and/or met with those land and property objectors with an interest as listed in the Book of Reference (NLE/A15). Where there are reasonable opportunities to minimise the impact of the NLE and it is reasonably possible to address legitimate concerns, TfL has, or is proposing to offer undertakings, or to enter into agreements, that regulate the interface, to minimise the NLE's impacts. In many instances, this process is ongoing.

12.1.4 Where there are land and property impacts, London Underground will compensate affected owners in accordance with the statutory Compensation Code and the provisions of the draft Order (NLE/A12). No business would be made unviable due to the scheme.

13 STATEMENT OF TRUTH

- 13.1.1 I confirm that insofar as the facts stated in my report are within my own knowledge I have made clear which they are and I believe them to be true, and that the opinions I have expressed represent my true and complete professional opinion.
- 13.1.2 I confirm that my report includes all facts which I regard as being relevant to the opinions which I have expressed and that attention has been drawn to any matter which would affect the validity of those opinions.
- 13.1.3 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 as required.