

CLR/6/2

**Transport and Works Act 1992
Transport and Works
(Inquiries Procedure) Rules 2004**

**CROXLEY RAIL LINK
ORDER**

**Robert Brien Ley Snell BSc MRICS
Associate Director, Lambert Smith Hampton**

**Proof of Evidence
LAND ACQUISITION**

11 September 2012

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1.0 INTRODUCTION

- 1.1 My name is Robert Brien Ley Snell and I am an Associate Director based at the Chelmsford office of Lambert Smith Hampton, a firm of Chartered Surveyors.
- 1.2 I am a Member of the Royal Institution of Chartered Surveyors with some 28 years post-qualification experience throughout East and South East England.
- 1.3 In 1990 I joined Essex County Council in Chelmsford when, amongst other duties, I was involved in the compulsory acquisition of land for road schemes throughout the county.
- 1.4 Following the “trade sale” by Essex County Council of their Property Services Department, I joined Atkins in 1994.
- 1.5 Following the acquisition of Lambert Smith Hampton by Atkins I was transferred to Lambert Smith Hampton in 2000. In 2007 following a management buy-out Lambert Smith Hampton ceased to be part of the Atkins group.
- 1.6 Since 1997 Atkins, and subsequently Lambert Smith Hampton, have acted on behalf of The Highways Agency and I have been involved in the compulsory acquisition of land on their behalf throughout South East England and East Anglia.
- 1.7 Whilst with Lambert Smith Hampton I have acted on behalf of a number of acquiring authorities including Hertfordshire County Council, Essex County Council, Northamptonshire County Council and The Highways Agency in respect of road schemes. I also acted on behalf of Skanska Volker Rail in respect of temporary acquisitions relating to the conversion of the North London Line from heavy rail to Docklands Light Rail operation and I acted on behalf of claimants in respect of the Luton to Dunstable Busway scheme.

1.8 I am instructed in respect of the Croxley Rail Link Project by Hertfordshire County Council (HCC)

2.0 KNOWLEDGE OF CROXLEY RAIL LINK SCHEME

2.1 I am aware of the details of the proposed scheme from a study of the various plans and documents produced by HCC and London Underground Limited (LUL) and from attending various meetings where the Statement of Case was brought together.

2.2 In addition I carried out a careful inspection of the site from the public highway in July 2011 and looked in detail at the effect of the scheme on the surrounding area in general and on those properties from where land was to be acquired in particular.

2.3 Feedback from colleagues who have had meetings with the majority of the affected landowners has been made available to me.

2.4 I have also studied publicly available information on those properties most affected.

3.0 SCOPE OF EVIDENCE

3.1 My evidence will cover HCC's approach to the acquisition of land, the reasons for and the effect of the proposed Transport and Work Act Order (TWO) acquisition powers, and the effect of the scheme on individual landowners and occupiers.

4.0 STRUCTURE OF PROOF

4.1 I will start my proof by outlining HCC's approach to land acquisition for this scheme including why the use of compulsory purchase powers is considered necessary.

4.2 I will then discuss those powers and their effects before going on to consider the effect on specific affected land owners and occupiers in more detail.

5.0 HERTFORDSHIRE COUNTY COUNCIL'S APPROACH TO LAND ACQUISITION

5.1 HCC are seeking compulsory acquisition powers in a TWO in order to be able to obtain access to all the land required for the scheme in a timely and efficient manner. These powers would guarantee that all the land required for the scheme can be acquired in a realistic timescale and that no individual landowner can hold up the scheme through a refusal to sell or licence their interest. It would also ensure that no adverse interests prevent the scheme going ahead. It would be impossible to assemble all the necessary land in a reasonable timescale without the use of such powers.

5.2 The seeking of compulsory acquisition powers also prevents considerable disruption being caused to businesses and residents in the area through HCC seeking to acquire their interests but with no guarantee of the scheme being completed.

5.3 The grant of compulsory acquisition powers would also enable HCC and LUL to secure funding confident that the scheme can be delivered when/if the funding for the scheme is granted (see also Roxanne Glaud's Proof).

5.4 The TWO, if approved, grants HCC the power to compulsorily acquire land, or rights over land, needed to construct and operate the new rail link. HCC seeks compulsory purchase powers to acquire no more land than appears to them to be reasonably required in order to construct and operate the proposed new rail link in a safe, timely, and economically efficient manner.

- 5.5 The extent of the land to be compulsorily purchased is determined by the design and construction requirements of the new rail link, together with ancillary works such as road diversions and utilities.
- 5.6 For the greater part of the route the Limits of Deviation (LOD) for Work No. 1 follow the railway boundary of the existing (but currently disused) Croxley Branch Line corridor, and it is expected that the land will be acquired from Network Rail Infrastructure Ltd by agreement and not through the use of compulsory purchase powers. That land has been included within the area where compulsory acquisition powers are being sought however, as compulsory acquisition powers will still be exercised to remove any adverse interests: that will also apply to the London Overground Line between its junction with the Croxley Branch Line south of Watford High Street Station and Watford Junction Station where the scheme requires the carrying out of “on-network works”. Likewise, land belonging to LUL and HCC that is required for the scheme has been included within the compulsory acquisition powers to allow those powers to remove any adverse interests.
- 5.7 Third party permanent land acquisition defined by the Limits of Deviation (LOD) will be necessary between the junction to the existing Metropolitan Line and the proposed Ascot Road Station to accommodate the construction and subsequent operation of the new link. The LOD have been set as the proposed width of the railway infrastructure (i.e. the width of the new viaduct), one metre for potential deviation, plus a three metre strip to either side. This allows for both a possible slight variation in the alignment should detailed design require plus a strip for maintenance access and/or future renewals. Three metres is generally considered sufficient to be able to safely erect scaffolding or to position plant, such as a cherry picker, adjacent to the railway infrastructure. This does not necessarily mean that this land cannot be

used by any other users, but their activities would be controlled by a lease directly from LUL to ensure the continued safe operation of the railway.

5.8 Land and property will be acquired or used for the scheme in a number of different instances, including:

- Temporary access over land;
- Temporary occupation of land and property;
- Permanent acquisition of rights over land; and
- Permanent acquisition of land and property.

5.9 Those who have land or an interest in land acquired from them, either temporarily or permanently, will be entitled to compensation and landowners whose property is not taken but is otherwise affected by the works may be entitled to compensation in certain circumstances.

5.10 In all cases, land that is required on a temporary basis will be returned to the owner once the scheme has been completed, having been made good.

5.11 The acquisition of land and rights for the scheme will be carried out by HCC, and the land required for the subsequent use and operation of the Croxley Rail Link will be transferred on to LUL to form part of the operational network. That will include the 3m wide access strips on either side of the new viaduct. Any land that is taken permanently which is not required as part of the operational network will be retained by HCC (subject to the Criche! Down Rules in the event of future proposals to dispose).

5.12 LUL has indicated that the greater part of the land permanently taken for the proposed viaduct (with the exception of defined areas occupied by the supporting structures and ancillary railway infrastructure) can be offered back to the former

freeholders on a long leasehold basis having regard to the design life of the railway structures (subject also to reserving to LUL the necessary rights and access to allow for the ongoing maintenance, renewal, replacement and operation of the railway). Granting a leasehold interest provides LUL with the ability to terminate occupation and use of the land beneath operational infrastructure at the end of the lease term (which will have regard to the design life of the structure) and to impose positive restrictions and covenants where required for the safe and efficient use of infrastructure during the lease term.

5.13 Where the new rail link crosses existing highways and the Grand Union Canal, it is intended that only the airspace above them will be acquired to accommodate the scheme, with the land beneath the over-sailing structure being retained by the existing freeholder.

5.14 When/if the subject TWO is confirmed HCC will seek to acquire the necessary land and rights by agreement. This will limit the period of uncertainty for those affected landowners and occupiers who want an early resolution.

5.15 It is anticipated that access onto the “live Network Rail plots”, where Croxley Rail link trains will share the existing Network Rail track with London Overground trains, will be achieved by agreement with Network Rail.

6.0 THE POWERS OF COMPULSORY ACQUISITION

6.1 The powers being sought by HCC will enable them to enter onto and take possession of the plots contained within the subject TWO in order to carry out the works required to construct the Croxley Rail Link upon service of the appropriate Notices.

6.2 HCC have confirmed that they will only use these powers after first seeking to acquire the necessary land and rights by agreement. The powers will, therefore, be

used only with the full knowledge of the affected landowners or where it has not been possible to agree terms for a voluntary acquisition and complete that transaction within the timescale necessary for the scheme to be built on time.

- 6.3 The use of the powers will trigger the right to claim compensation under the Statutory Code by affected claimants including the right to claim an Advance Payment of Compensation.
- 6.4 The powers would enable HCC to take possession without the landowner's consent if necessary but every effort will be made to take entry peaceably and with the affected parties' consent.

7.0 ACQUISITION OF CROXLEY BRANCH LINE FROM NETWORK RAIL

- 7.1 For the greater part of the route the LOD follow the existing railway boundary of the existing (but currently disused) Croxley Branch Line corridor, and it is expected that the land will be acquired from Network Rail Infrastructure Limited by agreement and not through the use of compulsory purchase powers.
- 7.2 That land has been included within the area where compulsory acquisition powers are being sought however, as compulsory acquisition powers will still be exercised to remove any adverse interests.
- 7.3 The site of the former Croxley Green Station and the adjoining bridge over the Grand Union Canal and River Gade, which are surplus to Network Rail Infrastructure Limited's requirements, will be acquired by agreement although they are not required for the scheme. This land will be retained by Hertfordshire County Council. This is the only land which is not needed for the scheme that will be acquired either temporarily or permanently. HCC is acquiring this land as it is surplus to Network Rail's requirements and they do not want to retain ownership of it.

8.0 TEMPORARY USE OF THIRD PARTY LAND DURING CONSTRUCTION

- 8.1 There will be a need for temporary land take in order to facilitate the construction of the bridge and viaduct piers west of the new Ascot Road Station and the embankment at the connection point with the existing Metropolitan Line as well as the sub-station at Tolpits Lane, the Harwoods Recreation Ground, and a small amount of land at Holywell Allotments and at 42 and 44 Stripling Way.
- 8.2 When/if the subject TWO is confirmed HCC will seek to acquire the necessary temporary rights by agreement. If it is not possible to acquire these rights by agreement or if the landowners and/or tenants prefer the use of the statutory compensation code HCC will acquire the necessary rights by the CPO.
- 8.3 Land acquired temporarily will be reinstated as far as is reasonably practical to its former condition and then returned to the landowners/tenants once it is no longer required for the scheme.

9.0 JUSTIFICATION FOR PERMANENT ACQUISITION (Including the granting of Leasehold Rights back by London Underground Limited)

- 9.1 In order to ensure the continued safe operation of the railway LUL need to control all activities taking place under the new viaduct and in the vicinity thereof. LUL also need to be able to carry out all necessary maintenance and renewal works without interference including urgent and emergency maintenance which may need to be carried out at short notice.
- 9.2 The proposal is, therefore, that LUL will own the proposed width of the railway infrastructure (e.g. the width of the new viaduct) plus a three metre strip on either side. This allows for both a possible slight variation in the alignment should detailed design require, plus a strip for maintenance access and/or future renewals. Three

metres is generally considered sufficient to be able to safely erect scaffolding or to position plant, such as a cherry picker, adjacent to the railway infrastructure.

9.3 This does not necessarily mean that this land cannot be used by other users, but their activities would be controlled by a lease directly from LUL.

9.4 It is proposed that LUL will grant leaseholds and/or rights over much of the land acquired for the new viaduct to the current owners of the land which should ameliorate the impact of the acquisition of part of their land and/so enable their retained adjoining land to continue to be accessed and used.

10.0 ACQUISITION OF RIGHTS ONLY

10.1 Permanent rights over a private access path and hardstanding off New Ascot Road will need to be acquired for an emergency escape route from the new Ascot Road Station. Permanent rights will also need to be acquired over car parks, hardstanding and access at Holm Oak Park, Hegden Lane and Pioneer Way for emergency escape routes from Watford Hospital Station. Gates enabling the use of these routes will only be opened by the activation of the emergency alarms so these routes will only be available for use in an emergency.

10.2 Permanent rights over a private road and access at Cardiff Road and over a grassed area, bushes and access north of the Croxley Branch Line will also be needed for maintenance access to the widened bridge

10.3 Permanent rights over the island site between the River Colne and the railway line will need to be acquired for access for flood alleviation works in the vicinity of the River Colne.

10.4 Where the new rail link crosses existing highways and the Grand Union Canal, it is intended that only permanent rights over the airspace above them will be acquired to accommodate the scheme, so as not to interfere with existing highway/navigation rights.

11.0 PROVISIONS AND APPLICATION OF THE COMPENSATION CODE

11.1 The subject TWO invokes Part 1 of the Compulsory Purchase Act 1965 which, through its application, has the effect of requiring HCC to pay compensation to qualifying parties under what is known as the Statutory Compensation Code, which as it now stands is an amalgamation of numerous Acts of Parliament and legal precedents that have evolved over more than 160 years.

11.2 All property owners directly affected by the scheme will be entitled to claim compensation in accordance with the Code, which provides for a consistent approach to the assessment of fair compensation (as may be varied from time to time by law).

11.3 In addition to compensation being paid for the value of the land taken, permanently or temporarily, compensation would also be payable in respect of any loss in a landowner's retained property caused by it being severed from the land acquired or by the scheme itself.

11.4 Compensation is also payable in respect of any disturbance losses that result from the construction of the scheme.

11.5 The total compensation to be paid is usually agreed between the parties but in the event that agreement cannot be reached then fair compensation can be independently determined by the Upper Tribunal (Lands Chamber).

12.0 IMPACTS ON LANDOWNERS/BUSINESSES/USERS

12.1 Mr K.P.Cinnamond/Cinnamond Works

12.1.1 Mr Cinnamond will have some land taken permanently for the new viaduct including the piers (Plot 15) and some land that will be occupied temporarily during construction as working land for the construction of the new viaduct (Plot 16).

12.1.2 The existing building known as Cinnamond House will not be affected.

12.1.3 The temporary landtake will be returned to Mr Cinnamond after construction.

12.1.4 LUL will also offer back the greater part of the permanent land take under a lease, and will also grant rights of access so that Mr Cinnamond's retained land has access to the highway.

12.1.5 The possibility of obtaining planning permission for use of some other neighbouring land within Mr Cinnamond's ownership as temporary yard space is being investigated by HCC in order to mitigate the effect of the scheme upon the business.

12.1.6 HCC will provide appropriate fencing and re planting if the loss of trees reduces the security of the site.

12.2 Ms L.A. Field & Croxley Car Centre

12.2.1 Ms Field will have some land taken permanently for the new viaduct (Plot 7) and some land will be occupied temporarily for the duration of the scheme construction as working land for the construction of the new viaduct pier (Plot 8). This land is let by Ms Field to The Croxley Car Centre.

- 12.2.2 The existing building, which is let to P.I. Accountancy & Finance Services, will not be affected and the tenants should be able to remain in occupation both during and after the scheme construction period.
- 12.2.3 The whole of the yard space will be included in the permanent and temporary landtake. Croxley Cars will therefore either need to relocate to alternative premises, or (if no viable alternative premises can be found) the business would be extinguished.
- 12.2.4 The temporary land take will be returned to Ms Field at the end of construction, and can then be re-let if Ms Field wants to do so.
- 12.2.5 The greater part of the permanent land take can be offered back under a lease.

**Watford Road Playground including impact on Sea Cadets and Morris Minors
Preschool**

- 12.3.1 Three Rivers District Council (The District Council) own the Watford Road Playground, which is designated as Public Open Space. Part will be taken permanently for the new viaduct including piers (Plot 22), and part will be occupied during construction as working space for the construction of the new viaduct. (Plots 21,21a, 21b, 22a, 22b, and 23).
- 12.3.2 Part of the land taken temporarily will also be subject to access rights for subsequent maintenance of the new viaduct (Plots 21b and 22b) after construction.
- 12.3.3 The temporary landtake will be reinstated and returned to the District Council after construction.
- 12.3.4 The play equipment will be relocated onto the land which the District Council will retain at Watford Road at the start of the works.

12.3.5 Provision has also been made for exchange land owned by LUL at Lavrock Lane (Plot 131) to be transferred to the ownership of the District Council as replacement for the Public Open Space that is taken permanently.

12.3.6 There is a small area of land that will be permanently taken as part of the viaduct access strip (plot 24) in the ownership of the District Council, which is let to the Rickmansworth and Watford Sea Cadets, who have Morris Minors Pre-school as a sub-tenant. Discussions are under way with both the Sea Cadets and Morris Minors to mitigate the effects of the scheme on their occupation.

12.4 **Grand Union Canal including effect on James Macdonald Marine**

12.4.1 The Canal & River Trust (C&RT) took over the responsibilities of the British Waterways Board (BWB) in England and Wales on 2nd July 2012 and they own land at the Grand Union Canal part of which is occupied by James Macdonald Marine. Where the new rail link crosses the Grand Union Canal, it is intended that, with the exception of the land upon which the piers will stand which will be acquired permanently, only the airspace above the canal will be acquired to accommodate the new viaduct required for the scheme.

12.4.2 The reason for this departure from the approach adopted generally for the scheme is the C&RT need to retain ownership of their infrastructure in order to control and maintain the canal.

12.4.3 Permanent Rights for the new viaduct (Plots 26, 29, 32) will, therefore, be acquired from the C&RT.

12.4.4 Part of the C&RT's land will be occupied during construction as working space for the construction of the new viaduct (Plots 25, 27, 28, 30, 31, 33).

12.4.5 The possibility of temporary/permanent relocation of the boat moorings operated by James MacDonald Marine is being explored but this is dependant on third parties.

12.5 **Harwood Recreation Ground**

12.5.1 Some land owned by Watford Borough Council at the Harwood Recreation Ground at Vicarage Road will be taken permanently for the construction of the new Watford Hospital Station, in order for the station to comply with LUL standards (Plots 73, 74, and 76). The position on this is set out in detail in Mike Adams' proof.

12.6 **Holywell Allotments**

12.6.1 Land owned by Watford Borough Council at Holywell Allotments at Vicarage Road will be taken permanently for the construction of the new Watford Hospital Station, in order for the station to comply with LUL standards (Plot 73a).

12.6.2 There will also be rights for an emergency escape route from the new station (Plot 73b).

12.6.3 However, no active allotments will be acquired or otherwise affected by the works. The position on this is set out in detail in Mike Adams' proof.

12.6.4 Some land will also be occupied temporarily as working space for the construction of the new Watford Hospital Station (Plot 73c).

12.7 **Sanctuary Housing Association and residents of 42 & 44 Stripling Way**

12.7.1 Some land owned by Sanctuary Housing Association, which comprises part of the back gardens of 42 and 44 Stripling Way, Watford and part of the adjoining hardstanding, footways, and public road, will also be required, part to be taken permanently for the construction of a new emergency walkway (Plots 83, 84, and 85),

and part to be occupied temporarily during construction as working space for the construction of the new walkway (Plots 83a, 84a, 85a, and 85b).

12.7.2 A screen barrier is proposed to limit overlooking from the new railway line.

12.8 **Other Objections raised on Property and Compensation Issues**

12.8.1 Ms Karen Arnott's Objection refers to removal of the play area at the Watford Road Playground. The new viaduct would be near the location of the play area and discussions are ongoing to accommodate the play area during the works and for its permanent relocation elsewhere at the Watford Road Playground.

12.8.2 Mrs Sue Sampson's Objection also refers to the Holywell Allotments site. A strip of land which forms part of the Holywell Allotments and is used as an ecological area, will be taken - part permanently, part temporarily during construction of the scheme. No existing allotment plots are affected. Access to the allotments will not be affected as the land that will be required for the scheme in this area is a fairly narrow strip alongside the disused branch line, and a stretch of verge land alongside Vicarage Road. The access tracks shown on the plans are not affected.

12.8.3 Ms Rosemarie A. Lockett's Objection relates to the existing play area at the Watford Road Playground which is referred to in 12.8.1 above. She also mentions the impact on the operation of the TS Renown. This should not be significantly affected by the construction of the new viaduct, although there will be periods when access to the Grand Union Canal will not be available.

12.8.4 Several objections raise concerns about the effects of the scheme at Holm Oak Park estate. Applicants are seeking to acquire a right of emergency egress through the private road at Holm Oak Park for emergency evacuation purposes from the Watford Hospital station platform. This right is likely to be exercised only very occasionally.

The right will be taken in common with any existing rights over the estate (including those of the residents) so no existing rights are being extinguished. The imposition of the right is therefore not likely to affect the value of individual properties at this location. The freeholder will be entitled to compensation for any depreciation in value due to the imposition of the rights, which in practice is likely to be very small and to cover any increase in public liability insurance premium.

13.0 TRANSFERS TO LONDON UNDERGROUND LIMITED

13.1 The acquisition of land and rights for the scheme will be carried out by HCC, and the land required for the subsequent use and operation of the Croxley Rail Link will be transferred on to London Underground Limited to form part of its operational network. That will include the 3m wide access strips on either side of the new viaduct. Any land which is taken permanently that is not required as part of the operational network will be retained by HCC.

14.0 EXCHANGE LAND

14.1 Three Rivers District Council (the District Council) own the Watford Road Playground, which is designated as Public Open Space. Part will be taken permanently for the new viaduct (Plot 22), and part will be occupied during construction as working space for the construction of the new viaduct (Plots 21, 21a, 21b, 22a, 22b, and 23).

14.2 Provision has been made for exchange land owned by London Underground Limited at Lavrock Lane (plot 131) to be transferred to the ownership of the District Council as replacement for the Public Open Space that is taken permanently.

15.0 CONCLUSION

15.1 My evidence to the Inquiry covers the land acquisition and compensation aspects of the scheme.

16.0 WITNESS DECLARATION

16.1 I hereby declare as follows:

- This Proof of Evidence includes all facts which I regard as being relevant to the opinions which I have expressed and the Inquiry's attention has been drawn to any matter which would affect the validity of that opinion;
- I believe the facts which I have stated in this proof of evidence are true and that the opinions expressed are correct: and,
- I understand my duty to the Inquiry to help it with matters within my expertise and I believe I have complied with that duty.