

**TRANSPORT AND WORKS ACT 1992**

**TRANSPORT AND WORKS (INQUIRIES PROCEDURE) RULES 2004**

**THE NETWORK RAIL (OLD OAK COMMON GREAT WESTERN MAINLINE TRACK ACCESS)  
ORDER**

**PROOF OF EVIDENCE – LAND ACQUISITION AND USE**

**STATEMENT OF JONATHAN SINCLAIR**

**13 OCTOBER 2023**

**1. INTRODUCTION**

- 1.1 My name is Jonathan Sinclair. I am employed by Network Rail Infrastructure Ltd (**Network Rail**) as a Senior Surveyor for the North West and Central Region. I work in the Property Services Team providing a wide range of specialist property services and expertise within the rail environment.
- 1.2 I have prepared this witness statement in connection with the above named order (**the Order**), and in particular regarding the land interests required to deliver the scheme of works to which the Order relates (**the Project**). The Project entails the construction of a temporary Road-Rail Access Point (**RRAP**) and a permanent RRAP, together with a supporting logistics compound and associated development, on land at Horn Lane, Acton. The land required for the Project is comprised of four plots, of which Plots 2, 3 and 4 are described in this witness statement as the **Order Land**.
- 1.3 I have worked at Network Rail since 2012, with 11 years of property experience on railway projects. My current focus is the High Speed 2 project where I operate as the interface between HS2 Limited and Network Rail providing land and property strategies, delivering acquisitions, supporting a full range of rail projects and operations and the disposal of any surplus land.
- 1.4 Major projects of note, which I have worked on include Great Western Electrification, High Speed 1, East West Rail and Crossrail.
- 1.5 I qualified as a Chartered Surveyor in October 2015 and have undertaken a number of roles on different projects providing advice and seeking support from other members of my team which include Chartered Surveyors and Consents Managers. I have also sought support from the wider industry and we have had Bruton Knowles Chartered Surveyors providing valuation and land referencing support throughout the preparation of the Project.

**2. INVOLEMENT WITH THE PROJECT AND STRUCTURE OF THIS STATEMENT**

- 2.1 I have been involved in the Project from the beginning of negotiations in July 2020 and have met with representatives of Bellaview and STARK (trading as Jewson's), who are objectors to the Order, on a number of occasions to reach agreement.
- 2.2 In meeting with Bellaview and STARK, I have set out Network Rail's plans for Plot 1 and the Order Land, and discussed options available for each party. I have responded on all matters which have been raised by either Bellaview or STARK, and I do not believe that at the date of this Proof of Evidence there are any outstanding queries which remain to be addressed by Network Rail.

- 2.3 I have held discussions and tried to reach an agreed position with both parties. However, as at the date of this Proof of Evidence, I have not been able to reach an agreement with Bellaview in relation to the Order Land. The main points which remain to be agreed are in relation to:
- a. site sharing of the Order Land to ensure that any development undertaken by Bellaview does not impede the Project; and
  - b. compensation payable in relation to the proposed temporary use of the Order Land by Network Rail.
- 2.4 Unless and until an agreement is reached with Bellaview, it is problematic to agree a position with STARK. As such, an agreement with STARK also remains outstanding as at the date of this Proof of Evidence.
- 2.5 In this Statement I:
- a. describe the purpose of the Order;
  - b. describe the land that is included in the Order and the powers sought;
  - c. provide justification for the acquisition and use of land and property;
  - d. set out a review of the scope for owners of an interest in land to claim compensation as a result of the implementation of the Order, if confirmed;
  - e. address issues relating to human rights;
  - f. provide a summary of landowner engagement undertaken on the Project, including engagement with the Crown Estate's solicitors in relation to the proposed acquisition of the Crown Land by Network Rail; and
  - g. set out a response to objections by owners of an interest in land on a case by case basis.
- 2.6 In so doing, my statement addresses a number of the points raised in the following paragraphs of the Secretary of State's Statement of Matters dated 15 September 2023 (**Statement of Matters**):
- a. paragraph 4c) – whether there is a compelling case in the public interest to justify conferring on Network Rail the powers to compulsorily acquire and use land for the purposes set out in the Order;
  - b. paragraph 4d) - whether the purposes for which the compulsory purchase powers are sought are sufficient to justify interfering with the human rights of those with an interests in the land affected (having due regard to Human Rights Act);
  - c. paragraph 5 - an update on the current position in relation to Crown Land

### **3. THE PROJECT**

- 3.1 Network Rail is proposing to provide a temporary and a permanent road rail vehicle (**RRV**) access point (i.e. RRAP) on to the Great Western Main Line railway. The former will enable delivery of the Old Oak Common Station, while the latter will enable necessary future

maintenance of the railway. Further detail on the nature of the Project, as well as the associated GWML Rail Systems Project, is set out in Andrew Fleming's Proof of Evidence.

- 3.2 The business case and need for the Project is also described in more detail in Andrew Fleming's Proof of Evidence.

#### **4. LAND THAT IS INCLUDED IN THE ORDER AND POWERS SOUGHT**

4.1 This section of my statement briefly covers the matters raised at paragraph 4a) of the Statement of Matters, although I note that they are substantively addressed in the Statement of Case submitted on behalf of Network Rail, and in the Proofs of Evidence of Mr Ford and Mr Fleming.

4.2 A large proportion of the works required for the Project, as well as the GWML Rail Systems project (as described in Mr Fleming's Proof of Evidence), will be undertaken on land that is currently in the freehold ownership of Network Rail (within the existing rail corridor) and, as such, no powers over that land are required to be included within the Order Land. However, several plots of land currently within private ownership are required for the Project (either on a permanent or temporary basis) – it is those plots that are proposed to be subject to powers within the Order.

4.3 The powers sought in the draft Order in relation to land fall into the following categories:

- a. power to acquire new rights; and
- b. temporary use of land in connection with the development.

4.4 No land is proposed to be acquired permanently pursuant to the provisions of the Order. The land which is intended to be used for the construction, operation and maintenance of the Project is identified on the Plan submitted with Network Rail's application for the Order, in the draft Order and in the Book of Reference.

4.5 The purpose of the Book of Reference is to ensure that all parties with an interest in land or rights affected by the Project are consulted and receive the correct notifications when their land and rights are affected. The Book of Reference was produced as required for the Order application.

4.6 All areas of land subject to powers in the draft Order are necessary for the Project and no land will be acquired permanently, or used temporarily, unless essential to facilitate the Project. In respect of all land proposed to be subject to Order powers, Network Rail is seeking to secure the necessary rights in land by negotiation. As such, the powers in the Order would only be exercised where it is not possible or practicable to reach agreement.

#### **5. JUSTIFICATION FOR THE ACQUISITION OF RIGHTS AND USE OF THE LAND AND RIGHTS**

5.1 This paragraph addresses the matters raised at paragraph 4c) of the Statement of Matters. This point is further addressed in the Statement of Case submitted on behalf of Network Rail.

##### Permanent acquisition of rights over land

5.2 Powers to permanently acquire rights over land included in the draft Order are very limited and are sought where land does not need to be acquired outright, but rights over land are required for access on an ongoing basis.

- 5.3 The only plot where such power has been included in the draft Order is Plot 3, which is required for the construction of the permanent RRAP, as well as its future use and maintenance.
- 5.4 As is clear from the Land Plan, Plot 1 (where the permanent RRAP is proposed to be constructed) is not accessible from a public highway. As such, access over Plot 3 is required, as illustrated on the Land Plan.
- 5.5 Plot 3 is currently used for access and, as such, minimum works will be required to facilitate further permanent access to Plot 1 by Network Rail.

Temporary use in connection with the development

- 5.6 The draft Order includes powers to use Plots 2 and 4 temporarily for the purposes of a worksite which is required to facilitate the construction of the temporary and the permanent RRAPs. The worksite will include, amongst other things, temporary construction areas and a car park.
- 5.7 In accordance with Rule 15 of the Transport and Works (Applications and Objections Procedure) (England and Wales) Rules 2006, notices have been served by Network Rail on the owners, lessees and occupiers of land affected by the Project as set out in the Book of reference.
- 5.8 In accordance with Government guidance, Network Rail's aim is to minimise the use of compulsory purchase and, in an effort to achieve that, it continues to negotiate with affected landowners and occupiers. This issue is addressed further below.
- 5.9 The powers over land sought in the proposed Order have been limited so far as possible to ensure that they are only those necessary for the requirements of the Project.
- 5.10 If the exercise of powers conferred by the Project results in loss or additional cost to landowners and occupiers, they may be able to submit a compensation claim for such costs and losses which will be considered under the compensation provisions of the order as set out further in this Proof.

**6. IMPACT ON THE CURRENT OWNERS AND OCCUPIERS**

- 6.1 Network Rail has aimed to minimise the use of private land and publicly owned land (including that owned by Network Rail) has been prioritised for use.
- 6.2 A number of alternative sites have been considered for the proposed construction compound and the RRAPs (as further described in Chris Ford's Proof of Evidence). However, for a number of reasons, these cannot accommodate the Project and the Order Land (together with Plot 1) is the most appropriate option.
- 6.3 The extent of Network Rail's use of the Order Land will mean that STARK would not be able to continue occupation until their lease expired. Network Rail has had discussions with STARK's agent regarding STARK being relocated. However, it has subsequently been suggested that any relocation would not be a viable option, given the length of lease remaining on the site, cost and disturbance to the business. As such, the decision was made by Network Rail to compensate STARK for the remainder of the lease instead. It was envisaged that Network Rail would then continue as the new tenant paying any rent payable and operating on the site under the same terms as STARK did. A 'Subject to Contract' offer was made to STARK on 11 October 2023.

- 6.4 However, Bellaview then indicated that it had plans to redevelop the Order Land which would mean that Network Rail's occupation (stepping into the shoes of STARK) would be at risk. To address any potential overlaps, it was agreed that Network Rail would allow Bellaview to satisfy their planning requirements by beginning construction on part of the Order Land while Network Rail is in occupation. This matter has become further complicated due to Bellaview having a requirement to utilise the Order Land for one of its group companies, in the event that it is dispossessed from its existing site in West Hampstead. Discussions around this are still ongoing and the parties are yet to agree a way forward on this issue.
- 6.5 As to the proposed development of the Order Land by Bellaview, Network Rail is seeking to reach an agreement with the company which would involve Network Rail occupying the Order Land until 2030 and then allow Bellaview to fully build out its development. Bellaview would be able to implement (and thus preserve) its planning permission prior to that point. The part of the Order Land that Bellaview would have the ability to begin construction in advance of 2030 has been identified, and the parties are now exploring whether it is possible to reach agreement.
- 6.6 Plots 2 and 4 are also subject to various rights enjoyed by residents of the adjoining residential property, known as Acton House. However, while Plots 2 and 4 will be required for the Project (on a temporary basis), Network Rail is confident that access rights and/or any associated rights enjoyed by Acton House residents will not be affected and can continue to be enjoyed while Network Rail is present on the Order Land for the purposes of the Project. Safety of any such access sharing is proposed to be managed via a construction traffic management plan, as further described in the Statement of Case.

## **7. PROVISIONS FOR OWNERS OF AN INTEREST TO CLAIM COMPENSATION**

- 7.1 Where Network Rail's activities impact upon private land and rights as a result of the exercise of powers contained within the proposed Order, the Order provides for compensation to be paid to the landowners. Within Schedule 3 – Modification of Compensation and Compulsory Purchase Enactments for Creation of New Rights – the proposed Order incorporates elements of the principal legislation governing compulsory purchase and provides for appropriate variations to that legislation as it applies to the proposed Order. In particular, this includes the Compulsory Purchase Act 1965, the Land Compensation Acts 1961 and 1973 and the Acquisition of Land Act 1981. Along with case law and other legislation the provisions constitute the Compensation Code which provides for compensation to be paid to those who have land taken from them to facilitate schemes in England that are in the public interest.
- 7.2 Where land is required temporarily for the purposes of the Project, under article 7(5) of the proposed Order, Network Rail must pay compensation to the owners and occupiers of land for which temporary possession is taken for any loss or damage arising from the exercise of powers in relation to the land.
- 7.3 In Article 4, the proposed Order applies part 1 of the Compulsory Purchase Act 1965 which, through its application, has the effect of requiring Network Rail to pay compensation to qualifying parties under the Compensation Code for the acquisition of new rights in land for access for construction of the works, or for rights of access for third parties.
- 7.4 Under Article 5, the Acquisition of Land Act 1981 applies as if the proposed Order were a compulsory purchase Order. The 1981 Act therefore has effect with certain modifications as set out in Article 5.

- 7.5 Article 6 provides Network Rail with powers to compulsorily acquire new rights of access or other easements. Under Schedule 5, Part 1 of the Compulsory Purchase Act 1965 applies to the compulsory acquisition of any such rights under Article 6.
- 7.6 All property owners who have rights imposed upon them or who have land rights taken from them therefore will be entitled to claim compensation in accordance with the Compensation Code, which provides a consistent approach to the assessment of fair compensation (as may legally be varied from time to time).
- 7.7 In the event that agreement cannot be reached, the proposed Order also makes provision for determination of the quantum of compensation to be paid, in that the parties are able to refer the dispute to the Upper Tribunal (Lands Chamber) for determination.
- 7.8 Hence, although the proposed Order provides Network Rail with powers to interfere with private land interests, such interference is subject to the payment of compensation and the interference is kept to only that which is required to secure the purposes of the proposed Order.

## **8. INTERFERENCE WITH HUMAN RIGHTS**

8.1 This section of my statement addresses the matters raised at paragraph 4d) of the Statement of Matters. This point is further addressed in the Statement of Case submitted on behalf of Network Rail.

8.2 I am advised that Article 1 of the First Protocol (**A1P1**) to the European Convention on Human Rights states that:

*"Every natural or legal person is entitled to the peaceful enjoyment of his possessions. No one shall be deprived of his possessions except in the public interest and subject to the conditions provided for by the law and by the general principles of international law.*

*The preceding provisions shall not, however, in any way impair the right of a State to enforce such laws as it deemed necessary to control the use of property in accordance with the general interest or to secure the payment of taxes or other contributions or penalties."*

8.3 I am further advised that A1P1 is a qualified right in that no one shall be deprived of his possessions *"except in the public interest and subject to the conditions provided for by law."*

8.4 The compulsory acquisition of rights and use of land for the railway purposes specified in the proposed Order is authorised by, and subject to the Transport and Works Act 1992 (**1992 Act**). By enacting the 1992 Act the Government has determined that, subject to procedural safeguards, it can be in the public interest that individuals be deprived of rights in their land for railway purposes.

8.5 I am advised that the procedural safeguards are provided by the 1992 Act and the Transport and Works (Inquiries Procedure) Rules 2004 which enable objections to be raised to compulsory acquisition and considered by an independent inspector. In addition, where land is authorised to be compulsorily purchased by the making of an order under the 1992 Act, compensation will be payable under the compensation code as applied by that order (as further outlined above). Where disputes as to the amount of compensation arise, these may be referred for independent consideration by the Upper Tribunal (Lands Chamber).

8.6 The Order is being pursued in the public interest, as is required by A1P1 where compulsory acquisition of property is concerned. The public benefits associated with the proposed Order

are set out in Andrew Fleming's Proof of Evidence. For these reasons, the railway purposes for which the powers in the proposed Order are being sought are sufficient to justify interfering with the human rights of the landowners proposed to be affected. The proposed Order, including the requirement to pay compensation, strikes a fair and proportionate balance between the private interest of the landowners and the public interest in securing the benefits of the Project to the national railway network.

- 8.7 Furthermore, as set out in the Statement of Case, the compulsory use of land, and acquisition of rights in land, is necessary to facilitate the delivery of the Project.
- 8.8 It is considered that any interference with human rights is lawful, proportionate to the public benefit that will be derived from the Project and in the wider public interest in order to secure the benefits resulting from the delivery of the Project. Any interference with Convention rights is therefore considered to be justified.

## 9. SUMMARY OF LANDOWNER ENGAGEMENT

- 9.1 Network Rail has engaged with all landowners, occupiers and other property interest holders affected by the Order. Offers of engagement have been made to all parties to discuss the Project and contact remains ongoing at the time of submission of this Proof.

- 9.2 Details of the negotiations are described below:

### Bellaview

- 9.3 Bellaview Properties Ltd (**Bellaview**) are the freehold owner of Plots 2, 3 and 4 (as shown on the Land Plan).
- 9.4 Engagement with Bellaview's agent, Gerald Eve, has been ongoing since June 2021. This has comprised emails, letters, meeting and phone calls.
- 9.5 As at the date of this Proof, Bellaview's intention in relation to the Order Land is unclear. The objection submitted on behalf of Bellaview raises concerns about the impact on current retail operations of STARK on Order Land (since these would have to cease for the period of Network Rail's occupation). However, at the same time, Bellaview submits that it will require the Order Land for the relocation of its related company from a site in West Hampstead. Such relocation would also require the cessation of STARK's operations.
- 9.6 In addition to the above, Bellaview's objection also asserts that the company is intending to re-develop the Order Land. The relevant planning permission is discussed in Mr Field's Proof of Evidence.
- 9.7 Ultimately, it appears that STARK will be required to vacate the Order Land come what may. I understand that Bellaview wish to pursue redevelopment of the Order Land, and potentially to provide for the relocation of its group company from West Hampstead. Negotiations between Network Rail and Bellaview are ongoing, with a view to determining how Bellaview's intentions can best be accommodated, whilst at the same time ensuring that Network Rail's ability to deliver the Project is not prejudiced. Network Rail is hopeful that an agreement can be reached that allows both parties' plans to come to fruition.

### STARK (trading as Jewson)

- 9.8 STARK, trading as Jewson, occupy the Order land under a lease with Bellaview. The lease runs until April 2025 and Network Rail will require its early surrender (approximately six months before expiry).
- 9.9 Contact was first made with STARK's agent in July 2020 and correspondence (mainly consisting of emails) has been ongoing since.
- 9.10 As at the date of this Proof, negotiations with STARK are still ongoing. However, Network Rail are hopeful that an agreement can be made to secure the necessary interests in land.

Crown Land

- 9.11 The following paragraphs address the matters raised at paragraph 5 of the Statement of Matters.
- 9.12 Plot 1 (required for the permanent RRAP) is currently held by the Crown Estate *bona vacantia*, following the administration of the company, which originally purchased the land from Railtrack in 1996.
- 9.13 Network Rail is not seeking any powers over Plot 1 in the Order as it is not possible to obtain compulsory land powers in respect of the Crown Land. Instead, Network Rail has been liaising with Burges Salmon, who act on behalf of the Crown Estate, in relation to the proposed acquisition of Plot 1 by Network Rail.
- 9.14 In accordance with the standard procedure, Network Rail has made contact with the adjoining landowners and three of them (including Bellaview) expressed an interest in acquiring the Crown Land. Albeit, I note that Bellaview have since withdrawn their expression of interest in purchasing the Crown Land.
- 9.15 As at the date of this Proof, no decision has been made in relation to the proposed acquisition of Plot 1 by Network Rail. Network Rail is advised that no decision will be made unless and until Network Rail's application for the Order has been decided. The Crown Estate's reasoning is provided in Mr Owen's email of 27 June 2023 [JS1]. However, the thrust of the correspondence is that the Crown Estate would be prepared to sell Plot 1 to Network Rail in the event the Order is confirmed.
- 9.16 In my opinion, the necessary land acquisition will be secured following grant of the Order and, as such, there is no impediment to the Project.

**10. CONSIDERATION OF OUTSTANDING OBJECTIONS**

- 10.1 In this section I summarise and respond to objections lodged in relation to the Order, so far as those objections relate to matters within my expertise and remain outstanding at the date of this Statement.
- 10.2 At the date of this Proof there are six outstanding objections against the proposed temporary use of and acquisition of permanent rights in the Order Land. Four of which are objections submitted by statutory objectors. These are summarised in the table below:

| Objection/Objector | Statutory Objector (Y/N)          |
|--------------------|-----------------------------------|
| OBJ1 Mark Aston    | Y (owner/occupier of Acton House) |

|  |                                      |
|--|--------------------------------------|
| OBJ2 Shaukat Khan and Brett Coventry   | Y (owner/occupier of Acton House)    |
| OBJ4 – Anna Kuszta   | N                                    |
| OBJ5 – Myron Kuszta  | N                                    |
| OBJ6 STARK Building Materials (formerly Saint Gobains Building Distribution Ltd) | Y (occupier of the Order Land)       |
| OBJ8 Bellaview Properties Limited  | Y (freehold owner of the Order Land) |

10.3 OBJ3 submitted by Leena Madhan and OBJ7 submitted by Sunita Mehta have now been withdrawn.

10.4 As to OBJ4 and OBJ5 I note that, while Mr and Mrs Kuszta are residents of the local area, they do not hold any right or property interest that might potentially be affected by the Order.

#### Acton House

10.5 Four objections were originally submitted by the residents of Acton House, who are concerned that Network Rail's use of the Order Land will affect access to their properties. Concerns were also raised in respect of impacts on residential amenity (although these are addressed in the evidence of Mr Field)

10.6 In this regard, I note that the Project has been designed in such way, so that it does not interfere with any access to the garages/parking and/or to the rear of Acton House. All objectors have been advised accordingly via Network Rail's responses to the individual objections.

10.7 If the exercise of powers conferred by the Project results in loss or additional cost to landowners and occupiers, they may be able to submit a compensation claim for such costs and losses which will be considered under the compensation provisions of the order as set out in this Proof.

10.8 I further note that two objections submitted by Acton House residents have now been withdrawn and, at the date of this Statement, only two objections from Acton House residents remain outstanding.

#### Bellaview

10.9 Bellaview's objection provides that:

*"NR has not shown ... a compelling case in the public interest for the compulsory acquisition of rights over the Property to the extent sought through the draft Order. Moreover, BPL submits that there is no such compelling case."*

10.10 As evidenced in this proof, taken together with the proofs of evidence of Network Rail's other witnesses, there is a compelling case in the public interest for the compulsory acquisition of rights over the Order Land. The Order Land as shown on the Land Plan is required for the

Project. Alternative sites have been considered (as further evidenced in Chris Ford's Proof of Evidence) and it has been concluded that they cannot accommodate the Project.

- 10.11 Bellaview's objection also refers to the potential need to relocate Bellaview's related company, BDL, to the Order land from 14 Blackburn Road, London NW6 1RZ in West Hampstead. According to Bellaview's objection, on 31 March 2023, the London Borough of Camden resolved to grant planning permission for an urgent regeneration scheme, promoted by the property developer Land Securities, known as the O2 Masterplan. BDL's site has been included within the application redline for the O2 Masterplan and is to be demolished as part of the scheme.
- 10.12 Bellaview's objection further provides that the O2 Masterplan does not provide replacement space for BDL, which will need to permanently relocate if the scheme proceeds and the associated compulsory purchase order is made.
- 10.13 In relation to this, I note that no compulsory purchase order has been made to date in respect of the proposed regeneration scheme; indeed, at the date of this Proof of Evidence, no intention to make an Order has been communicated by the London Borough of Camden. The potential relocation, if at all required, is therefore some time away.
- 10.14 I further note that Bellaview has applied for redevelopment of the Order land for "*construction of a building ranging in height from 6 to 15 storeys, to provide builders merchants (Use Class Sui Generis) at ground floor level, and 185 self-contained residential units (Use Class C3) and associated amenity space at first floor level and above; hard and soft landscaping works; provision of car and cycle parking; works to provide means of access for both pedestrians and vehicles from Horn Lane and all other works incidental to the development (Following demolition of existing builders merchants)*" (**Proposed Development**).
- 10.15 Given that the Proposed Development involves demolition of existing builders' merchants, it is unclear how BDL proposes to trade from the Order Land unless and until the Proposed Development is implemented and completed. In negotiations with Bellaview, Network Rail has a broad agreement that the Project need not impact on the Proposed Development. However there remains an issue as to how, and whether, the parties can share the Order Land to allow Network Rail to deliver the Project whilst Bellaview takes initial steps to bring forward its development.

#### STARK

- 10.16 STARK's objection provides that "*there is no evidence that NR has properly considered the occupiers rights in terms of a home (Article 8) and right to peaceful enjoyment of possession, including businesses (Article 1 of the Protocol)*".
- 10.17 Interference with human rights is addressed earlier in this Proof of Evidence.
- 10.18 STARK's objection further provides that the temporary acquisition of Plots 2, 3 and 4 for a period of 6 years and 6 months "*will give rise to the extinguishment of the Objector's business due to suitable relocation opportunities resulting in loss of amenity and employment in the area*". The Stark lease is due to expire on 9<sup>th</sup> April 2025. The plans of Bellaview to redevelop the Order Land mean that this occupation would be terminated in the near future, irrespective of the Project. As such, if relocation is not possible then it appears that STARK's business will be extinguished in any event. I have met with STARK and discussed proposals to relocate the business, but no appropriate premises were found. In these circumstances, it appears likely that STARK's business on the Order Land may be extinguished. To the extent that Network Rail is liable to pay compensation in respect of any extinguishment, STARK will

of course be compensated. The only further observation I make in this context is that Network Rail's Project enables the development of Old Oak Common station which will bring employment and amenity to the area.

10.19 As to STARK's statement that the first communication received by their agent took place in July 2021, whilst I note that I approached STARK's agent in July 2021, there were discussions prior to this with STARK which date back to August 2020.

10.20 As provided above, Network Rail continues negotiating with all objectors with a view to agreeing the best way forward and having the objections to the Order removed as soon as possible.

## **11. CONCLUSION**

11.1 The draft Order has been made in accordance with the relevant guidance which includes a requirement to seek agreement with land and property interest owners.

11.2 As evidenced in this Proof of Evidence and the Statement of Case submitted by Network Rail, all the land and rights over land, which Network Rail has applied for, are necessary to implement the Project and, therefore, there is a compelling and justified case in the public interest for the powers and rights to be granted under the proposed Order.

11.3 It is considered that any interference with human rights is lawful, proportionate to the public benefit that will be derived from the Project and in the wider public interest in order to secure the benefits resulting from the delivery of the Project. Any interference with Convention rights is therefore considered to be justified.

11.4 I am satisfied that Network Rail have sought to minimise the impact of the Project upon the objectors and that compensation provisions within the Order will ensure that the objectors are fully recompensed as far as possible to offset the impact of the Project.

11.5 I believe there is a compelling case to justify confirmation of the Order, I have reviewed the evidence from Chris Ford, Andrew Fleming and Colin Field and believe that the evidence there set out, in particular the need for, and lack of alternatives to the Project, mean that there is a compelling case to justify the authorisation of compulsory purchase powers in respect of the Order Land.

## **12. WITNESS DECLARATION**

12.1 This proof of evidence includes all facts which I regard as being relevant to the opinions that I have expressed and that the Inquiry's attention has been drawn to any matter which would affect the validity of that opinion.

12.2 I believe that facts I have stated in this proof of evidence are true and that the opinions expressed are correct.

12.3 I understand my duty to the Inquiry to help with the matters within my expertise and I have complied with that duty.



JONATHAN SINCLAIR

Dated: 13 October 2023