

**TRANSPORT AND WORKS ACT 1992**

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

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

**REBUTTAL EVIDENCE OF JONATHAN SINCLAIR**

**2 NOVEMBER 2023**

1. My name is Jonathan Sinclair. This rebuttal has been prepared on the same terms as my proof of October 2023 and it remains that the opinions expressed are my true and professional opinions.
2. This rebuttal proof has been prepared in response to the evidence of Adam Rhead and Michael Aaronson submitted on behalf of Bellaview Properties Limited and to address certain matters raised in that evidence. There is also a further rebuttal in response to evidence of Anna Kuszta who is a local resident and is representing herself.
3. This rebuttal is not intended to be an exhaustive response on all matters and deals only with certain points where it is considered appropriate or helpful to respond in writing at this stage. Where a specific point has not been dealt with, this does not mean that the point is accepted, and it may be addressed further at the Inquiry.

Proof of Evidence of Mr Adam Rhead

Reference	Bellaview's position	Network Rail's comments
4.1	The immediate and obvious consequence of the Draft Order, if made, would be that STARK would be dispossessed of its lease and therefore of the Property. Powers would also be available to remove buildings and hardstanding areas but there is nothing in the Draft Order or the deemed planning permission to suggest that NRIL needs to clear the Property.	STARK's lease expires in April 2024 and NR have made contact to find alternative premises and have made an offer to STARK which covers the early surrender and any compensation due. However, given that Bellaview have plans to redevelop the site, it is Network Rail's understanding that STARK's lease will be brought to an end anyway.

<p>4.2</p>	<p>Appendix NR14 to NRIL's Statement of Case in relation to the Draft Order – "Timetable of proposed works" – gives a start for the work of 6 January 2024 (although it is not clear whether possession of the Property would be taken on that date or in February) and a completion date of 21 December 2029, a total period of six years. I consider it likely that this would be the minimum period of occupation of the Property as there must be a possibility that the timescale for the work would be extended, and in addition Article 7(3) gives NRIL the power to remain in possession for up to a "period of one year beginning with the date of completion of the works for the purposes of which temporary possession of that land was taken." Some continued occupation following completion of NRIL's works is very possible in view of the obligation for NRIL to reinstate. As Mr Connell's Proof of Evidence notes, NRIL is seeking in the deemed planning permission a three year period to implement the permission, which could also extend the period of possession.</p>	<p>Network Rail are currently confident of the timescales for works. Hypothetical questions around dates cannot be accurately responded to at this time</p>
<p>4.3</p>	<p>NRIL is not able to use compulsory purchase powers to acquire the Triangle Site from the Crown Estate, which NRIL states is "critical" to its scheme (paragraph 1.17d) of its Statement of Case) but is instead dependent on agreeing a private treaty purchase. This agreement has not been achieved. There can consequently be no certainty that the project can be commenced or completed in the timescale or budget envisaged.</p>	<p>Network Rail has followed the Crown Estate process as requested by Burges Salmon and discussions around acquisition of this land has been positive. Further information is provided at paragraphs 9.11 – 9.16 of my Proof of Evidence, as well as appendix JS1, which contains an email from Richard Owen of Burges Salmon (acting for the Crown) and summarises their position in relation to the proposed acquisition of the Crown Land by Network Rail. I note that Bellaview has withdrawn its request to purchase the land, and Network Rail remains confident that in circumstances where the Order is confirmed, its acquisition of the Crown Land from the Crown Estate will proceed.</p>

<p>4.4</p>	<p>...</p> <p>The alignment of both the temporary and the permanent access easement sought in the Draft Order cuts across the footprint of the building in BPL's Scheme including the proposed residential block situated towards the northern boundary of the Property, which would prevent the development being implemented. It is entirely unrealistic to assume that BPI would be able to undertake any substantive redevelopment if NRIL exercise its temporary possession powers in the terms sought under the Draft Order (if made) to the full extent and occupied the whole of the Property.</p>	<p>It has been and remains Network Rail's position that they are keen to co-operate with Bellaview to ensure that Bellaview's proposed development is able to proceed in due course.</p> <p>In relation to temporary access/use of the site – with a view to minimising the impact on Bellaview's proposals, and to be as accommodating as possible, Network Rail agreed the text of a planning condition, to be included on the planning permission that Bellaview has applied for in relation to the Property, which expressly confirms that any works undertaken on the footprint of the warehouse building currently present at the Property will not constitute an impediment to Network Rail's scheme. However, during recent negotiations with Bellaview, it became clear that Bellaview wishes to be able to carry out activities beyond the extent of the existing warehouse and requests a footprint, which is approximately 62% larger than the footprint of the warehouse (there is dispute as to the precise scale, but even Bellaview concede that the footprint would be more than 40% larger).</p> <p>As to the permanent easement – Network Rail's solicitors wrote to Bellaview's solicitors on 25 October 2023 reiterating that Network Rail is keen to co-operate with Bellaview and confirming that Network Rail does not have any objections to altering the permanent access route in order to enable Bellaview's development of the Property. It has been suggested that an application is made to the Inspector with a request for the Order to be made with modifications accompanied by a plan showing a revised alignment for the area in respect of which Network Rail seeks permanent rights (which for the avoidance of doubt, will be within the Order land). As at the date of this rebuttal, Network Rail is finalising the exact details of the re-alignment and acknowledge that Bellaview will need to review the revised plan and confirm their approval to Network Rail's proposal before anything is submitted to the Inspector.</p>
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<p>4.5 (a – d)</p>	<p>BPL’s settled intention is to proceed with the BPL Scheme as soon as possible, and its aim had been to do this on expiry of STARK’s lease on 9 April 2025. However, BPL does have options, with STARK having indicated a desire to renew its lease, and the existing warehouse also possibly being required to relocate BDL’s operation from 14 Blackburn Road. The longer-term consequences of NRIL’s taking possession of the Property would therefore be that either:</p> <p>a) BPL would not be able to grant, and STARK would be unable to take, a new lease of the Property for at least six years, and it is conceivable that the warehouse building could by then have been demolished, given the powers that NRIL has sought through the Draft Order; alternatively STARK may be unable to re-occupy if it had been deprived of occupation for that period; or</p> <p>b) the implementation of BPL’s Scheme would be delayed for at least six years; or</p> <p>c) if for any reason STARK would not have wished to take a new lease on expiry of the existing term (although I believe that this would be unlikely), BPL would be unable to seek a new tenant for at least six years; or</p> <p>d) BDL would be prevented from taking occupation of the Property as a relocation site for 14 Blackburn Road if its leasehold interest is compulsorily acquired by London Borough of Camden for the re-development of the 02 Centre, Finchley, or if 14 Blackburn Road is sought to be</p>	<p>Network Rail has confirmed on a number of occasions that there is no intention for the existing warehouse building to be demolished. The Order seeks deemed planning permission for limited ancillary development, which consists of use of the land within the Order limits as a temporary worksite.</p> <p>As per my comments above, it has been and remains Network Rail’s position that they are keen to co-operate with Bellaview to ensure that Bellaview’s proposed development is able to proceed in due course (see comments above, in particular in relation to a planning condition which has been approved by Network Rail and which expressly confirms that any works undertaken on the footprint of the warehouse building currently present at the Property will not constitute an impediment to Network Rail’s scheme).</p> <p>From draft Mobilisation and Construction Programme provided by Bellaview, I understand that Bellaview intends to commence strip out and mobilisation of the site in October 2024. As such, STARK would not be able to take a new lease of the Property in any event.</p>
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	<p>redeveloped to provide a new store by BDL's landlord. BPL is entitled to oppose the grant of a new lease to STARK under ground (g) of section 30(1) (landlord's intention to occupy) of the Landlord and Tenant Act 1954 ("the 1954 Act") to enable BDL to relocate to the existing building; this would be prevented were NRIL to take possession. I am instructed that, under section 42(3) of the 1954 Act, references to the landlord's occupation in section 30(1)(g) are construed as references to the occupation of any company within the same group.</p>	
6.1	<p>In the Estimate of Costs, Appendix NR06 to its Statement of Case (attached as Appendix AR2), NRIL has identified the land acquisition costs associated with the Draft Order to be £7,413,206. No breakdown or methodology has been provided other than to state that the costs have been estimated by its advisers. I assume, however, that this relates primarily to compensation payable to BPL and STARK for temporary occupation of the Property and presumably the purchase price payable to the Crown Estate for the purchase of its land.</p>	<p>The estimate of £7,413,206.00 does not include the price payable to the Crown Estate for the purchase of its land</p>
6.2	<p>The estimate of land acquisition costs considered to be inadequate</p>	<p>As per Mr Fleming's evidence and letter from HS2 Limited (appended to Mr Fleming's evidence), Network Rail's estimated costs in the Funding Statement, plus a contingency to cover any reasonably likely increase in such costs is factored in to HS2's budget for funding the Works. If the actual costs do exceed the estimated costs, then HS2 will reimburse Network Rail for the actual costs. Thus, while Network Rail is confident that its assessment of costs is robust, there is no question of the 'deliverability' as HS2 has underwritten the costs of delivery.</p>
6.3a)	<p>In the absence of the Draft Order I consider it likely that one of the following scenarios would occur, following the</p>	<p>This is a hypothetical option, which Network Rail cannot comment on. STARK cannot serve a 1954 Act notice, requesting an extension to their</p>

	<p>potential consequences which I outline in paragraph 4.5 above:</p> <p>a) STARK, having a lease of the Property expiring in April 2025, protected under the 1954 Act, could serve notice on BPL under section 26 of the 1954 Act requesting a new tenancy. If BPL did not intend to go ahead with the BPL Scheme it is highly likely that STARK would be granted a new lease.</p>	<p>lease, until April 2024 and so it is unknown whether they will serve such a notice.</p>
<p>6.4a i – iv)</p>	<p>The compensation payable by NRIL under each of these scenarios would reflect the following losses:</p> <p>a) BPL unable to grant new lease to STARK:</p> <p>i) BPL is unable to grant the new lease and therefore is deprived of the rent paid by STARK and, following the lease expiry, the full market rental value of the Property until after the end of NRIL’s occupation.</p> <p>ii) BPL faces the potential risk of being unable to find a replacement tenant once NRIL gives up possession of the Property.</p> <p>iii) Similarly, BPL will be required to pay the costs of re-letting the Property at this time.</p> <p>iv) It is asserted by STARK in its objection to the Draft Order that the loss of possession of Plot 2 will “give rise to the extinguishment of STARK’s business.”</p>	<p>Network Rail have made an offer to compensate STARK to assign the lease to NR. BPL have received an offer from Network Rail for the property for a term until occupation is no longer required.</p>

6.4b ii	ii) STARK is deprived of the 1954 Act compensation to which it would otherwise be entitled and is also deprived of the profit that its business would have generated for the period between the commencement of NRIL's occupation and the date up to which it would otherwise reasonably have expected to remain in occupation.	Network Rail has made an offer to STARK which covers compensation due. No information shared on profitability of the business which was requested 11 <sup>th</sup> October 2023
7.7	Loss of rental income equates to between £2,777,700 - £3,847,700 as at 'today' (future rent discounted at 6%) Numbers should be 2,777,700 - £3,847,700 (corrections to proof were sent)	The higher amount is based on the rent of £716,075 per annum which is a hypothetical figure based on the rent paid by BDL at its Park Royal branch and which has not been agreed between Network Rail and Bellaview. The lower figure is also too high. Loss of rental income, in my view, should be based on what STARK offered to Bellaview which would equate to £2,655,355.
7.8 – 7.11	£252,000 in terms of potential additional loss – risk of not finding a replacement tenant	The figure of £252,000.00 is based on 6 months' rent, which is higher than STARK's rent and has not been agreed by Network Rail. Network Rail will pay the rent during its occupation of the Order Land and Bellaview should pick up any costs in finding a tenant once Network Rail vacates the premises.
7.12 – 7.14	The total costs of re-letting of £107,000 and Network Rail's need to set aside approximately £75,700 as at 'today' to meet this future liability	Network Rail would pay rent during the occupation and any costs to re-let should be covered by Bellaview.
7.15 – 7.18	7.15 Extinguishment of STARK's business  7.16 I do not have information on STARK's trading performance at the Property. I expect, however, that it trades well which is supported in part by STARK's 'starting offer' to take a new lease of the Property in November 2022.	These are hypothetical costs as no information has been supplied. No evidence has been provided which suggests the business will be extinguished or that STARK cannot operate from another premises. No claim for extinguishment has been submitted by STARK so the £10,277,700 - £17,847,700 is not appropriate

	<p>7.17 I understand from BPL that a builder's merchants in this location could easily achieve a pre-tax profit of between £1.5m to £2m per annum. In terms of STARK's business, the extinguishment value of the STARK branch on the assumption that STARK's lease was renewed would need to be assessed by a forensic accountant but could realistically be reflected by a multiple of 5-7 which suggests an extinguishment value of between £7,500,000 and £14,000,000 plus costs. 7.18 Based on the amounts I have estimated above I consider that this scenario would result in an entitlement to compensation for BPL and STARK combined in the order of £10,277,700 to £17,847,700.</p>	
<p>7.30 - 7.34</p>	<p>7.30 Loss of 1954 Act compensation to STARK</p> <p>7.31 STARK will be entitled to compensation if BPL proceeds with its redevelopment of the Property as it would be denied this if possession were taken by NRIL.</p> <p>7.32 Based on STARK's period of occupation of the Property the compensation will be twice the rateable value<sup>7</sup> of the Property of £202,000, so a sum of £404,000 is the compensation that STARK would have expected to receive in April 2025 if BPL successfully opposed the grant of a new lease under section 30(f). However, for the purpose of assessing the compensation potentially payable by NRIL this is a neutral factor as it would be likely to be deducted from BPL's compensation as a 'saving' of a payment that it would otherwise have had to make itself.</p>	<p>NR has already made an offer to STARK dated 18<sup>th</sup> October 2023 which exceeds £400,000. No evidence has been provided which suggests the business will be extinguished or that STARK cannot operate from another premises. No claim for extinguishment has been submitted by STARK so the £10,000,000 - £10,500,000 is not appropriate.</p>

	<p>7.33 Conclusion</p> <p>7.34 In summary, I consider that this scenario would result in an entitlement to compensation for BPL and STARK combined in the order of £10,000,000 to £10,500,000.</p>	
7.35 – 7.47	<p>Scenario c): STARK vacates on expiry of the lease – i.e. 'walks away' – entitlement to compensation in the order of £3,277,700 to £4,847,700</p>	<p>NR would pay any rent due for the occupation of the site up until 2030 so no loss of rent will impact Bellaview. As Bellaview will be demolishing the building as part of their proposed development of the Order Land, no dilapidations would be carried out.</p> <p>Once Network Rail vacates, it is unclear if Bellaview would redevelop or relet the Order Land at that stage. Network Rail will give Bellaview at least one year's notice prior to vacating the Order Land, which would be sufficient for Bellaview to prepare to market and introduce a new tenant for the Order Land. The only fee that would apply, therefore, is the reletting fee which should be picked up by Bellaview if Network Rail are paying rent for the 6 years prior.</p>
7.48 – 7.56	<p>Scenario d): BPL obtains possession on expiry of STARK's lease but is unable to lease the Property to BDL – entitlement to compensation in the order of £3,277,700 to £4,847,700</p>	<p>Network Rail will be paying rent following vacation by STARK, as further explained above.</p>
7.57	<p>I believe that the most likely scenarios, in the absence of the Draft Order, are either that BPL would grant a new lease to STARK on expiry of the existing term (Scenario a)) or that, as is its intention, BPL would implement its planning permission and construct BPL's Scheme (Scenario b)). I estimate the total burden of compensation on NRIL to be somewhere between £10,277,700 and</p>	<p>As above, any costs will be covered by HS2 Limited in accordance with the Implementation Partnership Agreement dated June 2023</p>

	£17,847,700 for Scenario A and between £10,000,000 and £10,500,000 for Scenario b).	
7.58	I should emphasise that my assessments under scenarios a), c) and d) above do not reflect the possibility of NRIL removing, and consequently having to replace, the existing building at the Property. Were this to occur I estimate that the rebuilding cost (including professional fees) could be in the order of £3,500,000 to £4,000,000 in addition to the compensation that I have already assessed.	As above, Network Rail has no plans to demolish the warehouse building, which has been confirmed to Bellaview.
7.59	For the reasons explained in paragraph 4.4 above I consider that NRIL's occupation of the Property would make it impossible for BPL's Scheme to be constructed for at least six years. The likelihood is consequently that BPL would have to prepare and submit a fresh planning application, the cost of which would in my opinion be recoverable from NRIL as compensation. The liability for this is not factored into my estimates of compensation.	As above, Network Rail is cooperating with Bellaview to ensure that Bellaview's proposed development is able to proceed in due course, provided that it does not impede the Project and/or the GWML Rail Systems Project.
7.60	As far as I am aware, the Crown Estate has not yet formally agreed to sell its interest in the Triangle Site and no purchase price has been agreed. The cost of acquisition, which must be added to the compensation estimated above, is therefore at present unknown.	NR has engaged with independent advisors who have supplied a cost estimate for the land which is separate to the cost estimate for the Order.
7.63 – 7.66	7.63 Permanent Easement  7.64 The impact of the access easement across the Property to allow access from the public highway to the Triangle Site has yet to be assessed.	Network Rail and Bellaview have been engaged on the permanent easement which isn't required until 2030. I further note that access route is not for the sole benefit of Network Rail and it is my understanding that Bellaview's proposed development will be utilising the route for access to the Order Land, refuse collections, deliveries etc.

	<p>7.65 BPL's Scheme10 incorporates a 7m wide access to the rear boundary of the Property for the purpose of reserving an access route for NRIL, albeit not on the route shown in the Draft Order. 7.66 BPL's architect is considering the design implications of removing the permanent access route and the increased development that could be implemented in the absence of NRIL's scheme. Therefore, the estimate of compensation in scenario b) is likely to increase once the full impact of reserving a permanent access easement across the Property is known.</p>	
8.8 – 8.9	<p>Discussions with NRIL have been protracted as it has been unclear in its requirements for accommodation at the Property.</p> <p>NRIL have not taken reasonable steps to acquire the rights it needs by agreement or, consequently, that it can demonstrate a compelling case in the public interest for acquiring them compulsorily.</p>	<p>Network Rail and Bellaview have been engaged in discussions since June 2021. Both parties have been engaged and Network Rail has held a number of virtual and site meetings with Bellaview with the aim of reaching voluntary agreement.</p>
8.10	<p>The acquisition by NRIL of a permanent easement over the Property to provide access to the permanent RRAP will adversely affect BPL's ability to implement its planning permission for redevelopment of the Property.</p>	<p>As above, Network Rail's solicitors wrote to Bellaview's solicitors on 25 October 2023 reiterating that Network Rail is keen to co-operate with Bellaview and confirming that Network Rail does not have any objections to altering the permanent access route in order to enable Bellaview's development of the Property. It has been suggested that an application is made to the Inspector with a request for the Order to be made with modifications accompanied by a plan showing a revised alignment for the area in respect of which Network Rail seeks permanent rights (which for the avoidance of doubt, will be within the Order land). As at the date of this rebuttal, Network Rail is finalising the exact details of the re-alignment and acknowledge that Bellaview will</p>

		need to review the revised plan and confirm their approval to Network Rail's proposal before anything is submitted to the Inspector.
8.13 – 8.14	Draft Order will prevent any substantive element of the development from being undertaken. It is likely that it will not be possible to implement BPL's Scheme for at least six years and that BPL will have to make a fresh planning application.	See my response to paragraph 4.4 above. Network Rail will seek to ensure that BPL is able to implement its planning permission (once granted) prior to the expiry of that permission. It is partly for that reason that it has sought to avoid use of the warehouse footprint, even though the most efficient delivery of the Project would require use of that footprint
8.15	NRIL's proposal to take 'full-time' temporary possession of the existing warehouse building and car parking at the Property, as well as install welfare facilities, is unjustifiable when considered alongside its proposed infrequent use of the RRAP over the course of Saturday nights from 10pm to 10am Sunday.	NR require the site to be used at various times and works will not be limited to Saturday nights to 10am on Sundays. There will be bank holiday works and works outside of these times which can't be confirmed at this stage.
8.20	BPL's Scheme cannot be implemented in circumstances where NR acquires a temporary or permanent access easement.	See my response to paragraph 4.4 above.

Proof of Evidence of Michael Aaronson

Reference	Bellaview's position	Network Rail's comments
2.4	Workable solution and phasing plans has been drawn in CAD and provided to Colas Rail for comment.	CAD drawings repeatedly requested by Network Rail and required for assessment of Bellaview's proposed site sharing arrangements were not shared with Network Rail until 24 October 2023. Furthermore, these were sent to Colas Rail, despite express requests from Christopher Ford of Network Rail that any information is forwarded on to him. Initial output of the analysis of Bellaview's proposal indicates that the proposed

		development of the land can be implemented within the existing warehouse. However, it cannot proceed to completion for ground and first floor, as requested by Bellaview, whilst the Order Land is in use to deliver the GWML Rail Systems Project.
2.12	BDL have been working hard on heads of terms to seek to achieve agreement with Network Rail in relation to its temporary and permanent requirements for the site. These negotiations are progressing. It would be helpful if Network Rail could give seeking a negotiated solution with BPL greater attention.	Network Rail have been having ongoing discussions with Bellaview with the aim of reaching an agreement. This has been ongoing since June 2021. Network Rail has considered reduction of the overall area of land required for the temporary works with a view to accommodating Bellaview's development, provided that it does not impede the Project and/or the GWML Rail Systems Project. Initial output of the analysis of Bellaview's proposal indicates that the proposed development of the land can be implemented within the existing warehouse. However, it cannot proceed to completion for ground and first floor, as requested by Bellaview, whilst the Order Land is in use to deliver the GWML Rail Systems Project.

Proof of Evidence of Ms Anna Kuszta

Reference	Mrs Kuszta's position	Network Rail's comments
1.	<p>When inquiring about the purchase of Plot 1 by myself and neighbours opposed to the acquisition and to keep it under local private control to minimise negative impact, it was stated by Network Rail that:</p> <p>No decision has been made for plot 1, but we are confident that it will be secured if the TWAO (plots 2, 3 and 4) is granted.</p>	<p>Mrs Kuszta is clear that she has no interest in Plot 1 and had no intention previously of acquiring Plot 1 in any measure before. Network Rail requires Plot 1 for future maintenance of GWML, as per Network Rail's Statement of Case and Mr Fleming's Proof of Evidence.</p> <p>Network Rail have followed process with Burges Salmon/ Crown Estate and this is separate to the Order process.</p>

This has undertones which imply that we will not be successful in any attempt to purchase Plot 1. This conclusion leaves no autonomy for local residents to take steps to legitimately take responsibility for areas which cause significant impacts to them.

The same was implied by Burges Salmon LLP, who stated that the purchase of Plot 1 will be:

.. guided by the decision made by a relevant authority.

At this point I would like to clarify that I had no intention previously of acquiring Plot 1 in any measure before the realisation of the impacts of proposed work by Network Rail would entail. It holds no value to me and has never interested me in any capacity. However, I felt that it may present an avenue to stop the proposal from impacting negatively on our family lives and would be worthy of enquiry in order to halt or postpone any subsequent plans for the land. In any case, Burges Salmon LLP have not offered any guidance to local affected residents regarding purchase processes. This leaves local residents at a disadvantage against large operations such as Network Rail who have access to resources which the residents do not. This, therefore, challenges the fairness of the Scheme and fails in encouraging a culture of equality of opportunity for local Actonians. It also places financial burdens on residents who would like to inquire about the market value of the Plot 1 against a current climate of cost of living pressures who would be forced to do so as an avenue to control the affects of negative decisions made on their behalf.

<p>2.</p>	<p>The option of part purchase of Plot 1 in order to minimise costs for local residents, was one which was also dismissed by Network Rail in their reply to me. They stated that:</p> <p><b>The site being purchased is constrictive for our operations and there would be no availability to share the land.</b></p> <p>I deem this rather presumptuous, as it is not the decision of Network Rail to relay this as fact, when it is the Crown Estate who would ultimately make this judgement. When further challenging Network Rail for clarity, their response was:</p> <p><b>Network Rail will pass on your query as to an interest in part purchase once the consultation period has closed.</b></p> <p>To date, no response has been received from the Crown Estate solicitors acknowledging our interest in the land. I trusted Network Rail that this would occur.</p>	<p>Network Rail's response was that they require full control of the site. The site is to be used as a future road railway access point and so it is not suitable to share this with another party. Furthermore, it is Network Rail's understanding that the only action the Crown Estate will take as regards escheated land will be to sell the whole of the land.</p>
<p>3.</p>	<p>When enquiring about the intentions for the purchase of the land, it was clear from Network Rail's response that:</p> <p><b>...this land is to be used for vital, future access resilience. The area will simply be fenced with a hardstanding and a Road Rail Vehicle access point to the railway. At present, Network Rail have very limited points to access the south side of the railway to undertake maintenance in the area. This means that works here require longer and more frequent possessions (the time the railway is closed) to carry out tasks safely.</b></p>	<p>NR require the site for safe continuous access to the railway which is going to increase once Old Oak Common station is developed. Need for the permanent RRAP (which is proposed to be located on Plot 1) is addressed in detail in Andrew Fleming's Proof of Evidence. Chris Ford's evidence deals with alternative options considered by Network Rail and why these are not appropriate for the proposed permanent RRAP.</p>

	<p>I would like to note that although Network Rail have very limited points of access, this does not mean that they currently have no access at all. For the benefit of the well being of affected residents, despite claims of longer and more frequent possession to carry out tasks safely, I deem this an acceptable solution (to use present access points) and one which should not be overlooked. What is questionable is the value that the Network Rail Scheme will bring to this area of Acton; balancing objections and the case against this proposal. In addition, although expected future resilience may be required, where is the report commissioned to support this in the Statement of Case?</p>	
<p>4.</p>	<p>When I noted my concerns regarding the noise, pollution and intrusion that I would be experiencing during construction and operation of Network Rails Scheme, they claimed that:</p> <p>We will commit to look at further mitigation here, such as screening, but due to occupation not being until approximately 2030, we can not commit to a solution at the moment. This is due to the everchanging environment as well as technology.</p> <p>The equipment our teams have access to are always being reviewed and improved all the times as we want to work in a smarter and much more safer way, such as white noise reverse alarms on machinery. This is much less intrusive than standard reverse alarms.</p>	<p>Network Rail currently do not have operations on Plot 1 and the only issues which could currently be experienced are either from the operational railway or neighbouring DB Cargo site. Before Network Rail can commit to any mitigations they need to survey the site as it has not been accessed since July 2010.</p>

	<p>I then asked why this was not offered currently and why residents continued to be disturbed by noise and pollution. It was stated that:</p> <p>We will use this area for routine maintenance and emergency access to the south side of the railway. At present, it can take an additional 1.5 hours each way to reach this site from the other locations. Lights will only be used when needed and our teams are briefed on working within the local community.</p> <p>We will aim to keep disruption to a minimum, although some disturbance may be unavoidable due to the equipment we need to use. As noted in previous responses, mitigation measures will be explored as 2030 comes closer.</p> <p>Due to occupation of land being some time away, we are not able to confirm the exact design specifications for mitigation. However, once our programme progresses, we will be able to provide more detailed information.</p> <p>On the issue of privacy, it was stated by Network Rail that:</p> <p>The impact on privacy is subjective and therefore we are unable to comment. However, as stated in previous responses, We will be looking to include screening, but unable to confirm what that solution may be at present.</p> <p>The above intrusions on privacy, noise and light is vague and unclear. As a resident, I would like to understand that these areas of concern have been thoroughly investigated and concrete considerations made in order</p>	
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	<p>to feel confident that I am being carefully regarded within these proposals. This forms the basis of my complaints regarding a lack of care and consideration which I believe requires scrutiny.</p>	
<p>5</p>	<p>Point 5. raises very real concerns which I have experienced historically through Network Rail's operations. There have been consistent and considerate lack of disclosures of their previous operations regarding warning residents of impending noise and light pollution in the past. I include a sample of reference numbers regarding complaints made due to noise and light impact, lack of notification regarding proceeding work and concerns for vegetation and safety:</p> <p>220103-000042, 220103-000042, 200914-000541, 191027-000191/ 191027-000190, 171126-000204, 171105-000249 and 171105-000251. I did not attempt to complain on Christmas day 2022 as I was exhausted from the idea of having to log this on the day of my important Christian celebration, although in hindsight, I now regret this. However, I do have photographic evidence to confirm this.</p> <p>In addition, I would like to draw your attention to an investigation regarding the demise of the road surface on Horn Lane Bridge (at Acton Mainline Station) which caused an accident I myself witnessed in 2022. It was only after considerable effort made (by myself) to try to address the faulty road surface that Network Rail came to acknowledge this was indeed their responsibility (and not Ealing Council) and action was taken to rectify the safety for local residents. Network Rail's demonstrable apathy</p>	<p>I note that none of the issues mentioned relate to the Project/the GWML Rail Systems Project and/or the Order. However, it is my understanding that all concerns identified in Mrs Kuszta's Proof of Evidence have been dealt with by Network Rail and, as at the date of this rebuttal, are closed. If any further concerns were to arise, they would be dealt with by Network Rail in accordance with the usual procedures.</p>

	<p>has eroded any trust that I may have in ensuring that Network Rail operates and conducts its responsibility on safety, health and pollution in a meaningful approach. If the process for complaints and concerns are made, how can residents be confident that Network Rail will respond in a timely and appropriate manner when issues are experienced in the near future?</p>	
<p>6</p>	<p>I would like clarity to the financial impacts which I will likely incur due to Network Rail's proposal. I too am entitled to enjoy peace in my property, just like those of Acton House, as guided by Network Rails report. When I asserted the suggested financial depreciation of the value of my home during and after the Scheme, it was stated that:</p> <p style="color: red;">We would be unable to comment on the value of your property. We are unable to comment on property valuations as Plot 1 isn't planned to be operational until 2030. Although work to make the site ready would start earlier than this date. You are of course welcome to arrange for a valuation of your property but we would be unable to contribute to this.</p> <p>I would like clarity as to who is offered compensatory provisions? It is unclear. I would also like to highlight that even the proposal of Network Rail's Scheme, will likely result in a devaluation of my property. This has not been acknowledged by Network Rail, nor my concern adequately addressed. This flagrant disregard is even more worrying as my family home is my largest financial asset in addition to our emotional ties. Where has this concern been thoroughly accounted for? What I am</p>	<p>Network Rail has reviewed its plans and does not believe there is a claim for compensation due under the Land Compensation Act. The objector is entitled to seek an independent surveyor to review this. Network Rail will review any requests from a lineside neighbour and ensure any issues are appropriately investigated.</p>

	<p>pursuing is peace of mind and financial security that Network's Rail's Scheme will not impact on the value of my home, and if it does, then I am seeking to be appropriately and accordingly recompensed by their actions. This is especially so, if I am to endure 24/7 noise and light pollution and will not benefit from the economic objectives of the Scheme (point 5.43a.).</p>	
7	<p>I would also like to understand why residents of Lynton Terrace are not offered the same compensatory considerations as residents of Acton House?</p> <p>As to any impacts on the value of the Property, the Order contains compensation provisions as described in this Statement. (OBJ07) .</p> <p>The report is unclear as to who this statement is referring to? Although the impacts have been acknowledged clearly by Network Rail in their Statement of Case, is reference of compensation provisions for residents of Acton House only? If this is the result of Network Rail's Scheme, then it is recognised that their proposal will indeed devalue properties surrounding the local area. Therefore, I return to the lack of clarity, care and consideration for all local residents affected by this proposal. What is required is additional deliberation and potential compensation for all homes affected by the proposal, not just those of Acton House.</p>	<p>Residents of Acton House have rights over land, which is proposed to be used temporarily and over which powers are proposed to be acquired permanently, pursuant to the provisions of the Order, which is why the Order includes compensation provisions.</p>
9	<p>Furthermore, I would like to question how robust was the consultation process for all members of our community, particularly my neighbours on Lynton Terrace? Although Network Rail have acted out their duty to consult</p>	<p>Network Rail has carried out a consultation in line with what is expected, and it has been signed off by the relevant authorities before reaching this stage. We have also had an email inbox set up and provided drop-</p>

	<p>residents (although I am in not qualified to evaluate this), as you are aware, Acton demographics celebrate diversity and a wealth of cultures, ages and backgrounds. This is the truth with my own neighbours. I would like to put forward and ask what steps Network Rail has taken to engage with my neighbours whose first language is not English? Those who are disabled? Those who lack understanding in complex legal phrasing/jargon? Those who are of an older generation? Was appropriate consideration taken for residents who are disadvantaged or have particular needs or who are under-represented, when Network Rail was collecting evidence during the report process? After all, these characteristics are protected by law. Currently, I have not experienced a consideration for this demographic. This leads me to conclude that the validity of the consultation process is questionable.</p>	<p>in sessions for local residents to attend. We do not believe there are any residents that have not had an opportunity to enquire about our scheme.</p>
<p>10 - 11</p>	<p>The Statement of Case states that Network Rail have received eight objections (4.9). I would like to challenge this as it did not clearly note the objections from the residents of Lynton Terrace in its Statement of Case. This was despite Network Rail informing me that:</p> <p>...we will be able to share the comments from yourself. This includes the letter we sent to you, your letter of objection and interest to purchase in response and the email correspondence between yourself and my colleagues. This is what is required by the Crown Estate solicitor.</p> <p>I cannot see any of the objections which I have made as a resident of Lynton Terrace. What I did read were some</p>	<p>The Secretary of State only received eight objections in relation to the Order, which was conferment via TIPU and their correspondence with Network Rail. Mrs Kuszta's objection is expressly referred to. Although, it incorrectly refers to Mrs Kuszta as resident of Acton House, given that no address has been provided with the objection and the objector referred to herself as 'an Actonian'. The position has since been clarified via my Proof of Evidence.</p>

	<p>incomplete objections made under the heading “<b>Grounds of Objections</b>” (table 3 summary of objections). However, where are my objections regarding the purchase of Plot 1, 2 and 3 which were made via a consultation process instigated by Burges Salmon LLP? Why have these not been included in the Statement of Case? This is where I refer to the lack of honesty, care and consideration which I cite in my opening paragraph. This offers an unclear picture; vital if an informed decision is to be made based on all factual evidence provided.</p> <p>Additionally, the Statement of Case (table 3 summary of objections) clearly describes me as a resident of Acton House. I am not a resident of Acton House, I am a resident of Lynton Terrace. When I challenged representatives from Addleshaw Goddard and many</p> <p>others representing Network Rail that I was concerned that I was not being presented accurately and fairly, I was informed that:</p> <p><b>Unfortunately, this cannot be changed.</b></p> <p>I refer again to the lack of honesty, care, consideration and transparency. I also consider this a failure to respond appropriately to my concerns.</p>	
12	<p>Finally, I note to you the plethora of personnel I have been corresponding with who are working for the benefit of Network Rail’s Scheme:</p>	<p>Paragraph 12 lists Network Rail’s personnel, as well as their solicitors and representatives of TIPU who engaged with the objector in response to their comments/questions.</p>

	<p>Jack Giddings</p> <p>Aimi Blackmore</p> <p>Tamison Painter</p> <p>Shenaz Choudhary</p> <p>Rory Mckeever</p> <p>Carloine O'Neill</p> <p>Heledd Iolo</p> <p>Marnix Elsenaar</p> <p>Tatiana Volodina</p> <p>This does not make for a fair, transparent and careful consultation process when there are more than one communicators. This, in fact, makes for a chaotic and unclear consultation process where navigating appropriate responses to my concerns is difficult, frustrating and challenging. I would also like to add that Network Rail have continued to respond to my concerns and would like re-assurance that what has been communicated to me to date, is accurately acknowledged during the Inquiry.</p>	
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Dated: 2 November 2023