

IN PARLIAMENT
HOUSE OF COMMONS
SESSION 2005-06

CROSSRAIL BILL

P E T I T I O N

Against the Bill – On Merits – Praying to be heard by Counsel, &c.

TO THE HONOURABLE THE COMMONS OF THE UNITED KINGDOM OF
GREAT BRITAIN AND NORTHERN IRELAND IN PARLIAMENT ASSEMBLED

THE HUMBLE PETITION of:

SOUZEL PROPERTIES LIMITED

SHEWETH as follows:—

- 1 A Bill (hereinafter referred to as “the Bill”) has been introduced into and is now pending in your Honourable House intituled “A Bill to make provision for a railway transport system running from Maidenhead, in the County of Berkshire, and Heathrow Airport, in the London Borough of Hillingdon, through central London to Shenfield, in the County of Essex, and Abbey Wood, in the London Borough of Greenwich; and for connected purposes.”
- 2 The Bill is promoted by the Secretary of State for Transport (hereinafter called the “Promoter”).

Relevant clauses of the Bill

- 3 Clauses 1 to 20 of the Bill together with Schedules 1 to 9 make provision for the construction and maintenance of the proposed works including the main works set out in Schedule 1. Provision is included to confer powers for various building and engineering operations, for compulsory acquisition and the temporary use of and

entry upon land, for the grant of planning permission and other consents, for the disapplication or modification of heritage and other controls and to govern interference with trees and the regulation of noise.

- 4 Clause 50 deals with compensation for injurious affection.

Your Petitioners and their properties

- 5 Your Petitioners are Souzel Properties Limited, a company carrying on business in the ownership and development of property and they hold important and extensive interests in properties situated in the City of London and elsewhere. Your Petitioners operate also as a holding company and have several wholly-owned subsidiaries carrying on the same business.

- 6 Your Petitioners or their wholly-owned subsidiaries own or have an interest in the following properties that are subject to compulsory acquisition or use under the Bill:

CITY OF LONDON

<u>Parcel</u>	83
<u>Number</u>	
<u>Property</u>	21 Moorfields
<u>Interest</u>	Lessee
<u>Effect</u>	Acquisition

- 7 Your Petitioners and their rights, interests and property are injuriously affected by the Bill, to which your Petitioners object for reasons amongst others, hereinafter appearing.

Your Petitioners' concerns

- 8 Your Petitioners, Souzel Properties Ltd, whose United Kingdom address is Fordgate House, 1 Allsop Place, London NW1 5LF, are a company limited by

shares incorporated in Gibraltar. Your Petitioners' principal business is that of a property company, investing in and developing retail and offices.

- 9 Your Petitioners have a leasehold interest in 21 Moorfields, which is a substantial office block in the City of London. Although only parcel 83 is listed in the Book of Reference as belonging to your Petitioners, the block sits above parcels 75, 77, 79, 83 and 84. London Underground Ltd owns the freehold to this property. It is sub-let to Lazard Brothers & Company Limited for a substantial rental income, and the sub-lease expires in June 2008.

Effect on 21 Moorfields

- 10 This block is situated just to the west of the proposed Liverpool Street Crossrail Station and above the existing Moorgate underground station. Planning permission was granted in November 2004 for the replacement of the block with a new 12-storey building. The design of this building reflects discussions that were held with the Promoter's agent Cross London Rail Links Limited (CLRLL), and incorporates features to accommodate Crossrail, including particularly deep piles to spread the loading of the building past and below the Crossrail running tunnels.
- 11 Your Petitioners are very concerned that despite consulting CLRLL for their approval of the design of the new building, which will be considerably more expensive to build than it would have been in the absence of Crossrail, the design and timing of the construction of Crossrail as currently planned will not permit it to be built. Your Petitioners believe it to be possible to make alterations to the design of Crossrail in the area of their property that will enable its redevelopment to take place.
- 12 Any increase that this would cause to the cost of the construction of the works would be far outweighed by the corresponding reduction in the compensation that would become payable if agreement cannot be reached. For example, your Petitioners believe that material detriment will be caused to the remainder of their interest in the land and that they may therefore require the Promoter to acquire the remainder under the terms of the Bill.

- 13 Your Petitioners would therefore wish to reach agreement with the Promoter as to the design and timing of the works affecting their property, and they believe that this should result in a net cost saving. Your Petitioners have commenced negotiations with the Promoter on this issue but to date there has been little progress, and so they are obliged to lodge this Petition.
- 14 The construction of the works will also have environmental impacts on the existing block (and the new block should it be completed before or during the works). Your Petitioners would wish the Promoter to be committed at least to providing the mitigation proposed in the Environmental Statement accompanying the Bill, and the following additional mitigation.

Noise

- 15 Your Petitioners are concerned about noise during construction and on completion of the works. Your Petitioners wish to see an effective noise mitigation and monitoring system in place before commencement and during construction of the works. There must in your Petitioners' submission be a threshold agreed between your Petitioners and the Promoter. If that threshold is exceeded, the nominated undertaker should be obliged to cease construction until such time as remedial measures are in place which will reduce noise levels below the agreed threshold.

Dust

- 16 Your Petitioners are concerned about dust and dirt produced during construction. Your Petitioners would wish to see binding commitments imposed on the Promoter to require adherence to agreed measures to reduce dust, and to carry out additional mitigation if dust continues to be a nuisance to your Petitioners' property. Your Petitioners request that provision be made to ensure that the Promoter takes responsibility for the reimbursement of your Petitioners for additional expense caused by dust and dirt such as more frequent cleaning of the property and more frequent replacement of air conditioning filters.

Vibration

- 17 Your Petitioners are concerned about vibration both during construction and on completion of the works. Your Petitioners fear that damage will result from vibration if piles in the vicinity are driven rather than bored or hand-dug. Your Petitioners fear that vibrations caused by tunnelling as the tunnel heading passes beneath their property will cause disturbance to the occupiers of their property, and that once the works are operational, vibration from trains will also cause disturbance. Your Petitioners request that agreement be reached with the Promoter to ensure the absence of impact-induced vibration from the running of trains.

Access

- 18 Your Petitioners note the obligation under paragraph 5(2) of Schedule 3 to the Bill to provide reasonable access for pedestrians going to or from premises abutting a highway that has been temporarily stopped up. Your Petitioners request that good and open access be maintained in all other cases as well, such as in the event of the erection of hoardings and scaffolding, use of the footway next to the property, the placing of equipment and apparatus there, and the parking, loading and unloading of vehicles, either by means of amendment of the Bill or agreement with your Petitioners. Your Petitioners further request that vehicular access to their property be maintained where practicable and that your Petitioners are reimbursed for any losses incurred through inability to service or park at their property due to the works.

Settlement

- 19 Your Petitioners are concerned about settlement effects on their property. Your Petitioners would wish to see an effective and agreed monitoring system in place before commencement and during construction of the works, to measure the exact effect of any settlement on this property. There must in your Petitioners' submission be a threshold agreed between your Petitioners and the Promoter for ground movement within the vicinity of the property, or distortions of the structure of the property. If that threshold is exceeded then it is imperative that the undertaker nominated to carry out the works is obliged to cease construction

until such time as remedial measures are in place which will minimise settlement and consequently avoid distress to the building. Your Petitioners request that they be given at least 14 days' notice of the intended passage of the tunnel boring machines beneath the property. Any necessary safeguarding or remedial measures must be agreed between your Petitioners and the Promoter. Your Petitioners would wish to see the scope of paragraph 5 of Schedule 2 to the Bill to be extended to include all potential remedial measures that could be used, such as compensation grouting.

Deterioration of condition

- 20 Your Petitioners are concerned that the condition of their property will deteriorate as a result of the works. Your Petitioners intend to commission a condition survey of the property shortly before the commencement of the works and shortly after their completion. Your Petitioners request that the costs of carrying out such surveys, and of rectifying any deterioration in the condition of the property found to be due to the works, be reimbursed by the Promoter.

Subsoil acquisition

- 21 Your Petitioners are concerned about the extent of the powers of compulsory acquisition of land contained in the Bill, and in particular that they are not exercised more widely than necessary so as to thwart your Petitioners' ability to redevelop their site.

Compensation

- 22 The provisions contained within the Bill for compensation for the compulsory purchase of property or of subsoil or new other rights will not enable your Petitioners or other landowners to recover the full loss and expenses which they will incur in consequence of the exercise of such powers. Your Petitioners therefore submit that the Bill should be amended to rectify this.

Blight

- 23 Your Petitioners submit that the compensation provisions proposed in the Bill are inadequate to compensate your Petitioners for the loss, damage and

inconvenience, attributable to blight to their property, which they have already suffered or may now suffer as a result of the prospective construction and subsequent use of the proposed works. The redevelopment of your Petitioners' property has already been severely prejudiced by the Crossrail proposals. The incidence of blight will also continue. Your Petitioners fear, for example, that prospective lessees of the property will feel that that the proposals may so blight their property that they would not be interested in acquiring any part of the property, or that prospective or existing lessees will demand a considerably reduced rent, due to the prospect of the works. Further provisions should, they submit, be included in the Bill including provisions respecting the making and assessment of claims for compensation, and indemnifying your Petitioners for any loss they might suffer as the result of unfavourable rent reviews respecting the leases currently affecting their property insofar as the reduced rent payable (as it may differ from open market rent) is attributable to the proposed works and their effect on your Petitioners' property or for any loss (so attributable) which your Petitioners might suffer in the event of them not being able to re-let their property (in whole or in part) to existing or new tenants or in the event of them only being able to do so at a reduced premium or rent.

Indemnity

- 24 Your Petitioners further submit that the Promoter should be required to indemnify them from all claims and demands which may be made in consequence of the construction, use or maintenance of the works under the Bill, or their failure or want of repair, or in consequence of any act or omission of the Promoter, his contractors or agents in carrying out the works under the Bill.

General matters

- 25 As a general matter, your Petitioners submit that provision should be made for the Promoter to repay to your Petitioners all proper costs, charges and expenses (including the proper fees of such professional advisers as they may instruct) reasonably incurred in consequence of the Bill or of any provision made as a result of this Petition.

26 For the foregoing and connected reasons, your Petitioners respectfully submit that, unless the Bill is amended as proposed above, so far as affecting your Petitioners, the Bill should not be allowed to pass into law.

27 There are other clauses and provisions in the Bill which, if passed into law as they now stand, will prejudicially affect your Petitioners and their rights, interests and property and for which no adequate provision is made to protect your Petitioners.

Conclusion

28 Your Petitioners submit that, in the respects mentioned and in other respects, the Bill fails adequately to safeguard and protect the interests of your Petitioners and of their subsidiaries.

YOUR PETITIONERS THEREFORE HUMBLY PRAY your Honourable House that the Bill may not be allowed to pass into law as it now stands and that they may be heard by themselves, their Counsel, Agents and witnesses in support of the allegations of this Petition against so much of the Bill as affects the property, rights and interests and in support of other such clauses and provisions as may be necessary or expedient for their protection, or that such other relief may be given to your Petitioner in the premises as your Honourable House shall deem meet.

AND YOUR PETITIONERS WILL EVER PRAY, &c.

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