

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Date: 31<sup>st</sup> August 2022  
Our ref: [TBC]  
E-mail:

[REDACTED]

Sent by email to [REDACTED]

To whom it may concern,

**THE LONDON BOROUGH OF MERTON (HIGH PATH NO. 1) COMPULSORY PURCHASE ORDER 2022 ("THE ORDER")**

[REDACTED]

[REDACTED] (" [REDACTED] ") are the freeholder proprietor of [REDACTED] [REDACTED] ("the Property"), which is registered at HM Land Registry under title number [REDACTED], and as set out in the Order and the Schedule of Interests hold a qualifying interest in land as defined by section 12(2A) (b) of the Acquisition of Land Act 1981.

The Property itself is situated adjacent to the Order Land, and so whilst it is not being acquired as part of the scheme to enable the proposals to be brought forward, it is said to be necessary to both acquire new rights over the Property by compulsion and, we understand, appropriate existing prescriptive rights enjoyed by the current and any future owner of the Property.

As suitable alternative arrangements to mitigate the effects of the Order, and other powers of appropriation under section 203 of the Housing and Planning Act 2016 have not been agreed and documented, [REDACTED] object to the Compulsory Purchase Order for the reasons set out below:

**1. THE ORDER LAND IS TOO EXTENSIVE**

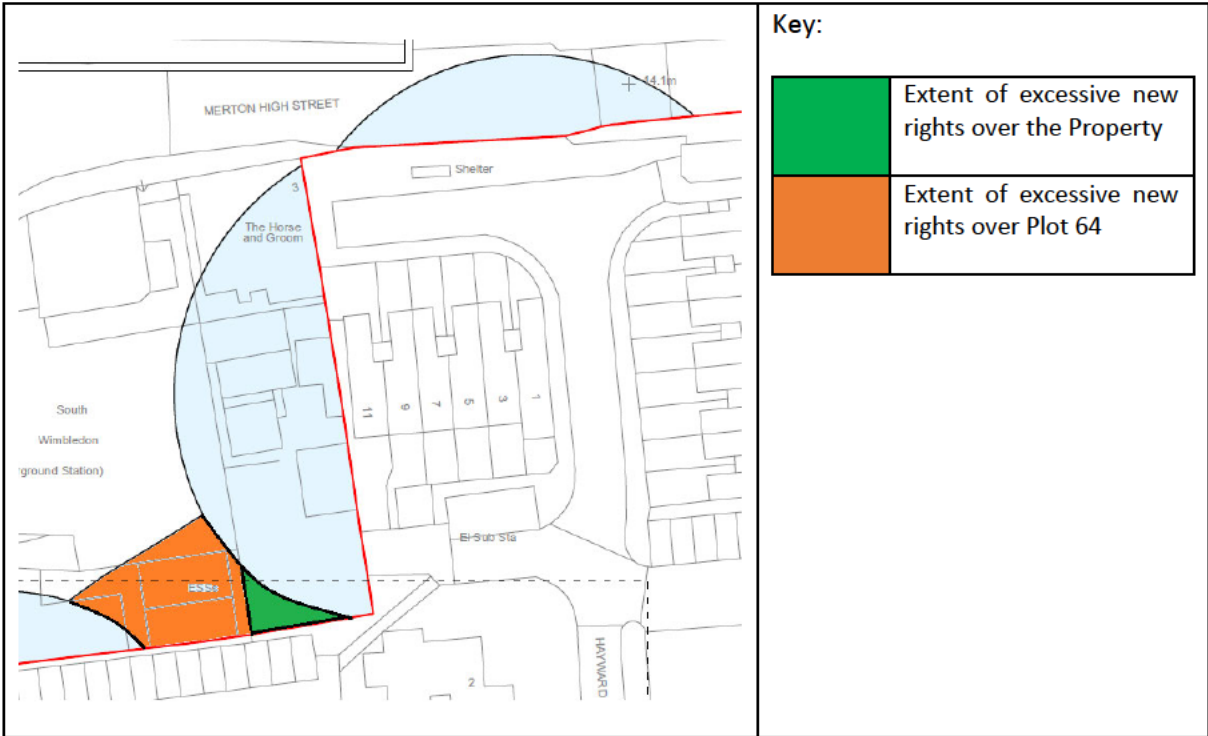
As set out in the Schedule of Interests, the purpose for which compulsory purchase powers are being sought is to acquire new permanent rights to swing the jib of a crane, loaded or unloaded, through the airspace over the Property. However, the area shaded blue which delineates the extent of the proposed new rights does not follow the curved arc of the swing of a crane jib to the south-west corner of the Property and this suggests that rights are being sought over a greater extent of the Property than is necessary. A similar situation arises on the adjoining [REDACTED] [REDACTED].

To illustrate, set out below is an extract of the Order Land with the curved arc of a crane jib marked up over the Property and the adjoining [REDACTED]. The land shaded green and yellow indicatively delineates where excessive new rights are being sought over the respective properties and the Order should be amended to remove these areas.



[REDACTED]  
[REDACTED]  
[REDACTED]  
T: [REDACTED]  
[REDACTED]

Figure 1: Extract of the Order Plan



**2. THE POWERS BEING SORT ARE EXCESSIVE**

It is not necessary to acquire new permanent rights through the airspace over the Property by compulsion as these may be granted on a temporary basis by negotiated agreement. [REDACTED] and their representatives are willing to engage in negotiations with London Borough of Merton (“the Acquiring Authority”) and / or their development partner with a view to agreeing appropriate legal agreements to serve the same purpose but the same commitment to negotiations has not been demonstrated by the Acquiring Authority and / or their development partner.

The use of compulsory purchase powers should only be implemented as a method of last resort, if private treaty negotiations fail to reach an acceptable negotiated position. It is the firm opinion of [REDACTED] and their representatives that private treaty negotiations have not been exhausted and therefore compulsory purchase powers should not be confirmed until negotiations have concluded.

**3. THE ORDER WILL HAVE ADVERSE SOCIAL AND ECONOMIC IMPACTS**

The current and any future owner of the Property enjoy prescriptive access rights (with and without vehicles) over [REDACTED] that have been obtained through long use. These rights facilitate access to the rear of the Property for amongst other matters staff and customer parking. It is understood that these existing rights will need to be overridden as part of the regeneration proposals but if similar alternative access rights are not formalised it will mean that access to the rear of the Property will be permanently lost and this will likely lead to the closure of the public house, the loss of jobs and the loss of a community asset.

It is not clear if financial compensation for such an eventuality is included with the scheme budget and this together with rapidly rising construction costs will likely put further pressure on the financial viability of the scheme.

**4. NOISE, DUST, VIBRATION AND CONSTRUCTION TRAFFIC**

The proposed regeneration immediately borders the Property and there are concerns about the adverse impacts of noise, dust, vibration and additional construction traffic and / or any temporary road closures during the construction phase of the development. These impacts will have a negative impact on trade from the Property and to [REDACTED] wider business.

**AND FINALLY...**

The use of compulsory purchase powers should only be implemented as a method of last resort if negotiated arrangements cannot be agreed. [REDACTED] and its representatives are willing to enter into negotiations with the Acquiring Authority and / or their development partner to agree temporary arrangements for crane oversail and to formalise alternative access arrangements to replace those that are understood will be overridden all with a view to mitigating the impacts of the scheme on the Property and so avoid the need of compulsory purchase powers.

Unfortunately, the Acquiring Authority and / or their development partner have not proactively sought to engaged in meaningful negotiations to address the issues set out in this objection letter and until the parties have explored alternative measures and negotiations have been exhausted, it cannot be deemed that the use of powers is as a method of last resort and so the Order should not be confirmed.

Until these issues are satisfactorily resolved, [REDACTED] will maintain their objection to the Order.

We reserve the right to add and amend to these grounds of objection.

Yours faithfully,

[REDACTED]

[REDACTED]

For and on behalf of

[REDACTED]