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STATUTORY INSTRUMENTS

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**2022 No. 820**

**TRANSPORT AND WORKS, ENGLAND**  
**TRANSPORT, ENGLAND**

The Northumberland Line Order 2022

*Made* - - - - *11th July 2022*

*Coming into force* *1st August 2022*

THE NORTHUMBERLAND LINE ORDER 2022

PART 1

PRELIMINARY

1. Citation and commencement
2. Interpretation

PART 2

WORKS PROVISIONS

*Principal powers*

3. Power to construct and maintain works

*Supplemental powers*

4. Power to survey and investigate land
5. Discharge of water
6. Felling or lopping of trees

PART 3

CROSSINGS AND HIGHWAYS

7. Closure of level crossings subject to opening of new rights of way
8. Stopping up of streets
9. Temporary stopping up and diversion of streets
10. Creation and maintenance of new highways
11. Access to works
12. Power to execute street works
13. Agreements with street authorities

*Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.*

## PART 4

### ACQUISITION AND POSSESSION OF LAND

#### *Powers of acquisition*

14. Power to acquire land
15. Application of Part 1 of the 1965 Act
16. Application of the 1981 Act
17. Power to acquire new rights
18. Power to acquire subsoil or airspace only

#### *Temporary possession or use of land*

19. Temporary use of land in connection with the development
20. Temporary use of land for access

#### *Compensation*

21. Disregard of certain interests and improvements
22. Set-off for enhancement in value of retained land

#### *Supplementary*

23. Extinction or suspension of private rights of way
24. Open space
25. Time limit for exercise of powers of acquisition and temporary use of land

## PART 5

### MISCELLANEOUS AND GENERAL

26. Planning permission
27. Power to transfer undertaking
28. Agreements with Network Rail
29. Defence to proceedings in respect of statutory nuisance
30. Protection of interests
31. Consents, agreement, certifications and approvals
32. Amendment of local legislation
33. Certification of plans, etc.
34. Service of notices
35. No double recovery
36. Arbitration  
Signature

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## SCHEDULES

SCHEDULE 1 — PLANNING PERMISSIONS

SCHEDULE 2 — REPLACEMENT AND CLOSURE OF LEVEL CROSSINGS

SCHEDULE 3 — STREETS TO BE STOPPED UP

PART 1 — STREETS FOR WHICH A SUBSTITUTE IS TO BE PROVIDED

PART 2 — STREETS FOR WHICH NO SUBSTITUTE IS TO BE PROVIDED

SCHEDULE 4 — STREETS TO BE TEMPORARILY STOPPED UP

SCHEDULE 5 — LAND IN WHICH ONLY NEW RIGHTS ETC., MAY BE ACQUIRED

SCHEDULE 6 — MODIFICATION OF COMPENSATION AND COMPULSORY PURCHASE ENACTMENTS FOR CREATION OF NEW RIGHTS

*Compensation enactments*

1. The enactments for the time being in force with respect...
2. (1) Without limitation on the scope of paragraph 1, the...
3. (1) Without limitation on the scope of paragraph 1, the...

*Application of Part 1 of the 1965 Act*

4. Part 1 (compulsory purchase under Acquisition of Land Act 1946)...
5. (1) The modifications referred to in paragraph 4(a) are as...

SCHEDULE 7 — LAND OF WHICH TEMPORARY POSSESSION MAY BE TAKEN

SCHEDULE 8 — LAND ON WHICH A TEMPORARY RIGHT OF ACCESS MAY BE EXERCISED

SCHEDULE 9 — TEMPORARY WORKSITES

SCHEDULE 10 — PROTECTIVE PROVISIONS  
PART 1 — FOR THE PROTECTION OF STATUTORY UNDERTAKERS, ETC.

*Apparatus of statutory undertakers, etc. on land acquired*

1. (1) Sections 271 to 274 (extinguishment of rights of statutory...

*Apparatus of statutory undertakers, etc. in stopped up highways*

2. (1) Where a highway is stopped up under article 7...  
PART 2 — FOR THE PROTECTION OF NETWORK RAIL INFRASTRUCTURE LIMITED
3. The following provisions of this Part have effect, unless otherwise...
4. In this Part of this Schedule— “construction” includes execution, placing,...
5. (1) Where under this Part of this Schedule Network Rail...
6. (1) The Council must not exercise the powers conferred by—...
7. (1) The Council must before commencing construction of any specified...
8. (1) Any specified work and any protective works to be...
9. The Council must— (a) at all times afford reasonable facilities...
10. Network Rail must at all times afford reasonable facilities to...
11. (1) If any permanent or temporary alterations or additions to...
12. The Council must repay to Network Rail all reasonable fees,...
13. (1) In this paragraph— “EMI” means, subject to sub-paragraph (2),...
14. If at any time after the completion of a specified...
15. The Council must not provide any illumination or illuminated sign...
16. Any additional expenses which Network Rail may reasonably incur in...
17. (1) The Council must pay to Network Rail all reasonable...

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18. Network Rail must, on receipt of a request from the...
19. In the assessment of any sums payable to Network Rail...
20. The Council and Network Rail may, subject in the case...
21. Nothing in this Order, or in any enactment incorporated with...
22. The Council must give written notice to Network Rail if...
23. The Council must no later than 28 days from the...
24. In relation to any dispute arising under this part of...  
PART 3 — FOR THE PROTECTION OF THE TYNE & WEAR PASSENGER  
TRANSPORT EXECUTIVE
25. The following provisions of this Part of this Schedule have...
26. In this Part of this Schedule— “construction” includes execution, placing,...
27. (1) Where under this Part of this Schedule Nexus is...
28. (1) The Council must not exercise the powers conferred by—...
29. (1) The Council must, before commencing construction of any specified...
30. (1) Any specified work and any protective works to be...
31. The Council must— (a) at all times afford reasonable facilities...
32. Nexus must at all reasonable times afford reasonable facilities to...
33. (1) If any permanent or temporary alterations or additions to...
34. The Council must repay to Nexus all reasonable fees, costs,...
35. (1) In this paragraph— “EMI” means, subject to sub-paragraph (2),...
36. If at any time after the completion of a specified...
37. The Council must not provide any illumination or illuminated sign...
38. Any additional expenses which Nexus may reasonably incur in altering,...
39. (1) The Council must pay to Nexus all reasonable costs,...
40. Nexus must, on receipt of a request from the Council,...
41. In the assessment of any sums payable to Nexus under...
42. The Council and Nexus may enter into, and carry into...
43. Nothing in this Order, or in any enactment incorporated with...
44. The Council must give written notice to Nexus where any...
45. The Council must no later than 28 days from the...

Explanatory Note