

ENFIELD COUNCIL

The London Borough of Enfield (Meridian
Water Strategic Infrastructure Works)
Compulsory Purchase Order 2020

Proof of Evidence of

Matthew Bodley

25 March 2021

Ref: PCU/CPOP/Q5300/3258664



Contents

1.	INTRODUCTION	3
2.	THE LAND INCLUDED IN THE ORDER	6
3.	THE NEED FOR THE USE OF COMPULSORY PURCHASE POWERS	11
4.	JUSTIFICATION FOR THE USE OF COMPULSORY PURCHASE POWERS	14
5.	ATTEMPTS TO ACQUIRE THE LAND BY VOLUNTARY AGREEMENT	17
6.	OBJECTIONS TO THE ORDER	24
7.	CONCLUSIONS	90
8.	STATEMENT OF TRUTH AND DECLARATION	92

APPENDICES – SEPARATELY BOUND

1. SIW OVERLAY PLAN
2. SUMMARY DESCRIPTION OF LAND INCLUDED IN THE ORDER AND PURPOSE OF ACQUISITION
3. LVRPA REPRESENTATION TO SIW PLANNING APPLICATION
4. CORRESPONDENCE FROM LVRPA
5. TWUL REPRESENTATION TO SIW PLANNING APPLICATION
6. EMAILS TO CRT REGARDING PROPOSAL TO IMPOSE RESTRICTIONS ON PLOTS 106 AND 113

1. INTRODUCTION

Qualifications and Experience

- 1.1 I, John Matthew Scott Bodley, have been a professional member of the Royal Institution of Chartered Surveyors since 1992 and am a member of its Valuer Registration Scheme. In addition, I hold a Bachelor of Science degree in Urban Estate Surveying from Trent Polytechnic (now known as Nottingham Trent University). I have over 30 years' professional experience, 26 of which have been in the field of compulsory purchase and compensation.
- 1.2 I am the managing director and sole employee of Matthew Bodley Consulting Limited which is a consultancy business formed in June 2015 specialising in compulsory purchase and compensation advice.
- 1.3 Before setting up my own business I worked for 20 years at Drivers Jonas LLP (latterly Deloitte Real Estate), two years at GVA Grimley (now known as Avison Young) and two years at Carter Jonas LLP. I was Head of the National Compulsory Purchase and Compensation Practices at each of those firms.
- 1.4 I have advised numerous acquiring authorities, developers, private landowners and occupiers in respect of compulsory purchase procedure and compensation. This has involved acting both for those promoting and implementing compulsory purchase powers, and for those who are subject to them. I have advised the promoters of several regeneration projects, acting for both acquiring authorities and developers. Examples of town and city centre schemes I have been involved with include Reading (Oracle), High Wycombe (Eden), Bath (Southgate), Oxford (Westgate), Winchester (Silverhill), Glasgow (Buchanan Galleries extension) and Edinburgh (St James).
- 1.5 I have advised on the use of compulsory purchase powers for several housing led schemes including in Shoreham, Barnet, London Victoria and Maidenhead. I am currently advising developers on housing led schemes at Elephant and Castle, West Hampstead and Lewisham.
- 1.6 I have provided compulsory purchase advice on projects of national significance including the London 2012 Olympic and Paralympic games, High Speed 1, High Speed 2, Crossrail, Crossrail 2 and the Bakerloo Line Extension. I have given evidence as an Expert Witness at public local inquiries and in the Upper Tribunal (Lands Chamber).
- 1.7 I have acted on behalf of several landowners and businesses who have been subjected to compulsory purchase powers. Whilst at Drivers Jonas I was the principal author of the series of five public information "*Claimants' guidance booklets*" produced by the

then Department for Transport Local Government and the Regions (now Ministry for Housing, Communities and Local Government (“**MHCLG**”)) in England and Wales, first published in 2001. I have been a member of the Compulsory Purchase Association since its inception in 2002 and served as an elected committee member for five years from 2008 to 2013.

Involvement with the Project

- 1.8 I have been advising Enfield Council (the “**Council**”) on the Meridian Water Regeneration Project (the “**Scheme**”) since May 2016. My role has been to advise on matters relating to land assembly and the use of compulsory purchase powers.
- 1.9 My instructions have involved working with the Council and its professional team to:
- (a) establish the boundary of the London Borough of Enfield (Meridian Water Strategic Infrastructure Works) Compulsory Purchase Order 2020 (the “**Order**”) and identify the interests in land within that boundary that are required for the delivery of the Strategic Infrastructure Works (“**SIW**”) to achieve the objectives of the Council;
 - (b) progress and co-ordinate negotiations with various owners of interests in land within the boundary of the Order (the “**Order Land**”) in an attempt to acquire these interests, or rights over them, by agreement;
 - (c) advise on arrangements for the compulsory purchase of the land; and
 - (d) consider objections and respond to these on behalf of the Council.
- 1.10 Following notification that a public local inquiry is to be held into the Order I am now instructed to provide independent expert evidence to the inquiry. I fully understand, and have complied with, the duties owed by me to the inquiry in my role as an expert witness.
- 1.11 In carrying out these instructions I have been assisted by other professional advisors and officers of the Council, some of whom will also provide evidence to the inquiry.

Scope of Evidence

- 1.12 My evidence provides:
- (a) a brief description of the Order Land (Section 2);
 - (b) a summary of the need for the Order Land, including new rights (Section 3);

- (c) a consideration of the justification for the use of compulsory purchase powers, with particular reference to MHCLG Guidance: *Compulsory Purchase Process and the Criche! Down Rules*, July 2019 (the “**Guidance**”) (Section 4);
- (d) a summary of the approach to negotiations with affected landowners to acquire by agreement. This includes a summary of the agreements which have been reached to date and an update on the ongoing negotiations for the remaining interests which still need to be acquired (Section 5);
- (e) a summary of the objections and the response of the Council to these in so far as they relate to my evidence. My evidence focuses on the attempts made to acquire these interests by agreement (Section 6);
- (f) my conclusions on the need for the Order (Section 7); and
- (g) Statement of Truth and Declaration (Section 8).

2. THE LAND INCLUDED IN THE ORDER

- 2.1 The Order has been made to assemble the land and rights required to deliver the SIW. The SIW form part of the Meridian Water Regeneration Project (the “**Scheme**”). The Scheme is described in the evidence of Peter George but in summary it comprises a housing led regeneration project to deliver approximately 5,000 new homes, 1,500 new full time jobs, schools, community facilities, health services and open spaces in Upper Edmonton over a 20-30 year period. The SIW are required to facilitate the Scheme.
- 2.2 The Scheme extends to a larger area of land than that required to deliver the SIW. The land required for the Scheme is hereafter referred to as “**Meridian Water**”. The land required for the SIW is referred to as the Order Land.
- 2.3 The SIW in summary comprise:
- 2.3.1 The Central Spine Road – the construction of an east-west boulevard connecting Glover Drive and the new Meridian Water Station in the west with Harbet Road in the east. This will include bridges over the River Lee Navigation Canal (the “**Canal**”) and the Pymmes and Salmons Brooks (the “**Brooks**”). Tesco and IKEA will have access to their properties from the new Central Spine Road.
- 2.3.2 The Leaside Link Road – the construction of a new north-south road to provide a connection between the Central Spine Road and Leaside Road. This will include a bridge over the Pymmes Brook.
- 2.3.3 The Brooks Park and River “Naturalisation” – undertaking works to naturalise the Pymmes Brook. This will involve undertaking works to a section of the Brook to remove the existing concrete channel that it runs within and replace this with natural riverbank and vegetation. This will include re-routing a section of the Brook and the creation of a new public park.
- 2.3.4 The Edmonton Marshes and Flood Alleviation Works – re-levelling and remediation of land to the east of Harbet Road in order to fulfil the dual purpose of providing a flood compensation area and a new public park. The flood alleviation works include the excavation of material from the land east of Harbet Road which will then be deposited on the area of land between the Brooks and the Canal to raise ground levels in accordance with the flood mitigation strategy. The flood mitigation strategy also includes the construction of a flood conveyance channel between the Canal and the new flood compensation area

east of Harbet Road to enable the flood water to flow from the Canal to the flood compensation area.

- 2.3.5 The North South Link Road between Tesco and IKEA – the construction of the Central Spine Road will affect the existing means of access into Tesco and IKEA. This necessitates the construction of a new north-south link road running between the Argon Road roundabout and Glover Drive to accommodate revised access arrangements to these two stores which are to remain trading as normal throughout construction and on completion of the SIW. In addition, further accommodation works have been agreed with IKEA to enable access to and from their property from Leaside Road and Meridian Way.
- 2.3.6 The Towpath Road / Anthony Way Diversion Works – when the Central Spine Road bridges over the Canal it will no longer be possible for vehicles to use the section of Towpath Road beneath the new bridge. This is currently used for businesses located at the southern end of Towpath Road. It is also used by some businesses on Anthony Way and other surrounding areas, although they have alternative access routes available to them. An alternative road layout will be put in place so that access to the businesses which use the part of Towpath Road south of Anthony Way is maintained. Access will be maintained at all times during the works and on completion.
- 2.3.7 Earthworks and Remediation – the land to the north and south of the Central Spine Road will be developed as part of the Scheme. Prior to development this land needs to be remediated to clean up contamination so that it is suitable for development and have the ground level raised in accordance with the flood mitigation strategy.
- 2.3.8 Rail Enhancement – the SIW also include rail enhancement works but these will not be undertaken on land comprising part of the Order Land.
- 2.4 The individual aspects of the SIW are described in greater detail in the evidence of Joe Nunan and Mike Savage.
- 2.5 All of the Order Land is required to construct the SIW.

The Boundary of the Order Land

- 2.6 The boundary of the Order Land was drawn up by reference to the extent of land that is necessary for the construction and use of the SIW; it minimises the impact of land acquisition on existing owners and occupiers.

- 2.7 In order to determine the boundary of the Order Land, a plan of the SIW was overlaid onto the existing layout. This was the starting point for identifying the land required to develop the SIW. This was then refined to allow for the detail of the SIW, such as any required accommodation works, means of access and construction and ongoing maintenance requirements. The plan showing the SIW overlaid onto the existing site layout is shown at Appendix MB1.
- 2.8 In addition to the land interests included in the Order Land, the Order also provides for the creation of new rights in accordance with section 13 of the Local Government (Miscellaneous Provisions) Act 1976 (the “**1976 Act**”).
- 2.9 Detailed consideration as to the need to include each land and rights plot was undertaken in a series of “plot review” meetings attended by various of members of the Council’s professional team which included: design engineers; architects; construction consultants; and the legal team. I also attended the plot review meetings.
- 2.10 A brief description of each plot and an explanation as to why each plot is required, both in terms of land acquisitions and new rights, is set out in the schedule at Appendix MB2.

Description of the Order Land

- 2.11 The Order Land is within the area known as Meridian Water in the London Borough of Enfield. It is of an irregular shape as shown on the plan at Appendix MB1 and extends to approximately 27.43 hectares (67.78 acres).
- 2.12 As noted above, a brief description of the land comprising each plot is set out in the schedule at Appendix MB2. However, I further summarise the position as follows:
- 2.12.1 Angel Edmonton Road / Leaside Road, public highway and adjoining verge;
 - 2.12.2 Glover Drive, public highway and adjoining verge;
 - 2.12.3 part of IKEA car park;
 - 2.12.4 part of land comprising car park and internal roads owned by Tesco and British Steel Pension Fund Trustees;
 - 2.12.5 verge and land adjoining Argon Road;
 - 2.12.6 part of Pymmes Brook and adjoining verge;
 - 2.12.7 former National Grid gasholder site on north side of Leaside Road;
 - 2.12.8 former Orbital Business Park;
 - 2.12.9 “IKEA Clear” site south of Orbital Business Park;

- 2.12.10 part of Canal Towpath, Towpath Road, public highway and adjoining verge;
 - 2.12.11 airspace above River Lee Navigation Canal;
 - 2.12.12 Anthony Way and Rivermead Road private roads;
 - 2.12.13 former VOSA testing station on Towpath Road;
 - 2.12.14 cleared industrial site on site of part of former Stonehill Business Park with frontages on Harbet Road and Towpath Road;
 - 2.12.15 part of Harbet Road, public highway and adjoining verge;
 - 2.12.16 vehicle parking and waste transfer site east of Harbet Road; and
 - 2.12.17 Green Belt land east of Harbet Road.
- 2.13 The Order Land is used for a variety of purposes, predominantly industrial uses, significant elements of which are vacant or under-utilised, public and private roads adjoining verges, and derelict Green Belt land.

Excluded Interests

- 2.14 The Council owns some interests in the Order Land and following the advice at paragraph 204 of the Guidance the Order has been drafted to exclude the Council's interests.

Special Considerations

- 2.15 There are no listed buildings, scheduled ancient monuments or registered historic parks and gardens with the Order Land. No part of the Order Land is within a Conservation Area.
- 2.16 The Order Land includes some 895m² (0.22 acres) of open space as defined by section 19 and schedule 3, paragraph 6 of the Acquisition of Land Act 1981 (the "**1981 Act**") which comprises part of the River Lee Navigation Canal and towpath. A separate application under section 19 of the 1981 Act (the "**Open Space Application**") has been submitted to the Secretary of State in respect of this area.
- 2.17 Three objections to the Order have been made by organisations which assert they have a particular status as a statutory undertaker conferred by section 16 of the 1981 Act. These are: National Grid Electricity Transmission ("**NGET**"); Thames Water Utilities Limited ("**TWUL**"); and the Canal and River Trust ("**CRT**"). Further details of these objections and my responses are set out in Section 6 of this proof of evidence. As is explained in Section 6 agreements have been reached with each of these parties and their objections should be withdrawn shortly.

2.18 There are no interests held by the Crown in the Order Land.

2.19 Highways Orders

2.20 A stopping up order to stop up an unused bellmouth access at Argon Road (plots 26, 27 and 28), which is no longer in use was made and sealed by the Council on 2 March 2021. It was advertised in the Enfield Independent local newspaper on 10 March 2021 and is now subject to a 42 day consultation period. The land will be cleared and remediated as part of the SIW works.

3. THE NEED FOR THE USE OF COMPULSORY PURCHASE POWERS

The Purpose of the Order

- 3.1 The purpose of the Order is to secure the assembly of all outstanding property interests and rights in the Order Land. The Order Land will then be used to deliver the SIW which are required for the development of the Scheme. Thus, the Council's objective in making the Order is to bring together all of the interests in the Order Land into single unencumbered ownership and control in order that the SIW, and therefore the Scheme, can be delivered.
- 3.2 It is necessary to assemble all of the Order Land in order to deliver the SIW.

The Need for the Order

- 3.3 The extent of the Order Land has been determined by the requirement to achieve the objectives of the Council, which are to deliver the SIW which are required to deliver the Scheme. The Scheme comprises a comprehensive redevelopment of Meridian Water to provide a new mixed-use neighbourhood with approximately 5,000 new homes, new employment uses, schools, community facilities, health services and opens spaces. The Scheme will deliver on the Council's existing and emerging planning policy objectives which will promote economic, social and environmental improvements and support the long terms needs of the community. The Council's objectives are set out more fully in the evidence of Peter George.
- 3.4 The entirety of the Order Land is required to deliver the SIW. This is illustrated by the plan at Appendix MB1 which shows the SIW overlaid onto the Order Map. The accompanying schedule at Appendix MB2 describes why each plot is required. It is necessary to have certainty that all of the land can be acquired in order to fully achieve the Council's objectives.
- 3.5 There are multiple interests in the Order Land. There are 124 plots in Table 1 of the Order of which 59 are for the acquisition of land and 65 are for the acquisition of new rights. Within these 124 plots there are 203 plot interests (counting each interest in each plot). Of these, at the date of making the Order, the Council had acquired 50 plot interests leaving 153 plot interests which were still in third party ownership and needing to be acquired. In addition, there were 930 interests in Table 2.
- 3.6 The Council has been seeking to acquire all interests and rights within the Order Land by agreement and further details of this are provided in the following section. However,

given the fragmented ownership of the Order Land I do not consider it is surprising that the Council has not been able to reach agreements with the owners of all of the different interests. Even if all owners were willing sellers I would not expect the Council to be able to agree terms for the acquisition of all interests and rights within an acceptable timeframe. The delay that would inevitably occur if acquisitions by agreement were to be relied upon would potentially prejudice the Council's ability to deliver the SIW and all the consequential economic, social and environmental benefits. Accordingly, the Council has followed the approach recommended in the Guidance and conducted negotiations for private treaty voluntary acquisitions by agreement in parallel with the formal compulsory purchase process.

- 3.7 Private treaty negotiations commenced prior to the making of the Order and will continue alongside the formal process.
- 3.8 I do not consider that the development of the SIW, and therefore the Scheme, to accomplish the Council's objectives within a reasonable timeframe could be achieved without the use of compulsory purchase powers.

Statutory Basis for the Order

- 3.9 The Order has been made pursuant to section 226(1)(a) of the Town and Country Planning Act 1990 (the "**1990 Act**"). The relevant provisions are summarised below:
- 3.9.1 Section 226(1)(a) – a local authority, on being authorised to do so by the Secretary of State, has power to acquire compulsorily any land in their area "*if the authority think that the acquisition will facilitate the carrying out of development, redevelopment or improvement on or in relation to the land*".
- 3.9.2 Section 226(1A) – a local authority must not exercise the power under s226(1)(a) "*unless they think that the development, redevelopment or improvement is likely to contribute to the achievement of the promotion of economic, social or environmental well-being*".
- 3.9.3 Section 226(3)(a) – "*where a local authority exercise their power under section 226(1) they shall, on being authorised to do so by the Secretary of State, have power to acquire compulsorily any land adjoining that land which is required for the purpose of executing works for facilitating its development or use*".
- 3.9.4 Section 226(4) – "*it is immaterial by whom the local authority propose that any activity or purpose mentioned in subsection (1) or (3)(a) should be undertaken or achieved (and in particular the local authority need not propose to undertake an activity or to achieve that purpose themselves)*".

- 3.10 The powers in the 1990 Act are supplemented by section 13 of the 1976 Act which gives acquiring authorities the power to acquire new rights over land in circumstances where this will suffice as an alternative to outright acquisition.
- 3.11 In taking the decision to make the Order the Council is satisfied that the above statutory requirements are satisfied.

4. JUSTIFICATION FOR THE USE OF COMPULSORY PURCHASE POWERS

4.1 Guidance to acquiring authorities on the use of compulsory purchase powers is provided by the Guidance. Paragraph 106 of the Guidance sets out four matters that the Secretary of State is likely to have regard to in deciding whether to confirm a compulsory purchase order (“**CPO**”). The four matters and the way the Council has had regard to each of them, are as follows:

4.1.1 *Whether the purpose for which the land is being acquired fits in with the adopted Local Plan for the area or, where no such up to date Local Plan exists, with the draft Local Plan and the National Planning Policy Framework.*

4.1.2 The compatibility of the SIW and the Scheme with the planning framework for the area is addressed in the evidence of Paul Jarvis.

4.1.3 *The extent to which the proposed purpose will contribute to the achievement of the promotion or improvement of the economic, social or environmental wellbeing of the area.*

4.1.4 The economic, social and environmental benefits of the Scheme which will be enabled by the SIW are explained in the evidence of Peter George and further considered in the evidence of Paul Jarvis.

4.1.5 *Whether the purpose for which the acquiring authority is proposing to acquire the land could be achieved by any other means. This may include considering the appropriateness of any alternative proposals put forward by the owners of the land, or any other persons, for its reuse. It may also involve examining the suitability of any alternative locations for the purpose for which the land is being acquired.*

4.1.6 The comprehensive redevelopment of Meridian Water to create a new neighbourhood delivering approximately 5,000 homes and many other benefits could not be achieved without the SIW. There is no practicable alternative to achieving this end. The use of compulsory purchase powers is the only practicable way of securing all of the land required to deliver the SIW within a reasonable timeframe.

4.1.7 No objector to the Order relies upon any alternative proposal to the SIW.

- 4.1.8 *The potential financial viability of the scheme for which the land is being acquired. A general indication of funding intentions, and of any commitment from third parties, will usually suffice to reassure the Secretary of State that there is a reasonable prospect that the scheme will proceed. The greater the uncertainty about the financial viability of the scheme, however, the more compelling the other grounds for undertaking the compulsory purchase will need to be. The timing of any available funding may also be important. For example, a strict time limit on the availability of the necessary funding may be an argument put forward by the acquiring authority to justify proceeding with the order before finalising the details of the replacement scheme and/or the statutory planning position.*
- 4.1.9 The Council has satisfied itself that it has sufficient funds to acquire all of the land and rights within the Order Land and deliver the SIW. Land acquisitions will be met from the Council's general fund. This is unaffected by the Covid-19 pandemic. The construction of the SIW will be funded by the £170m of Housing Infrastructure Fund ("**HIF**") funding which has been secured from MHCLG ("**HIF Funding**"), of which £116m is allocated to the works which will take place on the Order Land. The position as regards HIF Funding is further addressed in the evidence of John Reid and Peter George. The overall viability of Meridian Water has been subject to significant scrutiny by MHCLG as part of the successful HIF bid. Detailed information on financial viability was provided as part of the bid process. The HIF Funding is also unaffected by the Covid-19 pandemic.
- 4.1.10 The SIW will enable the development of the Scheme to come forward in phases. The Council is satisfied that once the SIW have been delivered, the individual phases of the Scheme will be independently financially viable. Viability of the current development phases, Phases One and Two, has been demonstrated at the planning application stage. The Council has selected Vistry Partnerships as its development partner for Phase One via a competitive selection process which demonstrates the viability of this phase of development to the wider market. The Council intends to deliver the remaining Phases of the Scheme through a combination of competitive disposals to developers and direct delivery once the SIW are in place. The Council has satisfied itself with regard to the financial viability and deliverability of the SIW for which the land is being acquired, and the Scheme which the SIW will enable, such as to meet the "*reasonable prospect*" requirement. This issue is further addressed in the evidence of Peter George and Stephen Armitage.

4.2 In my opinion the Council is justified in making the Order and has followed the Guidance. In particular, the Council has a clear purpose for the acquisition and is satisfied that the necessary resources are likely to be available to achieve that purpose in an appropriate timescale. There are no impediments to implementation that will not be overcome by the confirmation of the Order.

5. ATTEMPTS TO ACQUIRE THE LAND BY VOLUNTARY AGREEMENT

Best Practice Guidance

- 5.1 Guidance to acquiring authorities on the use of compulsory purchase powers is provided in the Guidance. Paragraph 2 of the Guidance states that acquiring authorities should attempt to acquire the land and rights included in a CPO by agreement, and will need to be able to demonstrate that they have taken reasonable steps to achieve this. The price paid for acquisitions by agreement should be based on the compensation that would be payable if the acquisitions was compulsory. Compulsory purchase is intended as a “*last resort*” when attempts to acquire by agreement have failed. However, the Guidance recognises that if an acquiring authority waits for negotiations to break down before commencing the CPO process, valuable time will be lost and it is therefore often sensible to plan a compulsory purchase timetable as a contingency measure and run the formal CPO process in parallel with the private treaty negotiations.
- 5.2 Paragraph 17 of the Guidance states that undertaking negotiations in parallel with preparing and making a CPO can help to build a good working relationship with affected parties.

Efforts to Acquire by Agreement

- 5.3 In accordance with the guidance summarised above, the Council has made considerable efforts to acquire the required land and rights by negotiation in advance of the making of the Order, and these efforts remain ongoing in parallel with the formal process. The way in which this process has been managed is set out below.
- 5.4 In order to engage with landowners, the Council has put together a team made up of Council officers and professional advisors to work together to assemble all of the land required for the Scheme. A key task of this team is to pursue negotiations for acquisition by agreement with all owners and occupiers. I was instructed in May 2016 to provide compulsory purchase strategy and compensation support to the existing team. At the time of my appointment, the existing team of advisors comprised the following:

Advisor	Services
Council Officers	Management of the project and engagement with stakeholders

Advisor	Services
Jones Lang LaSalle (“ JLL ”)	Third party commercial negotiations
Karakusevic Carson Architecture (“ KCA ”)	Design and Architecture
Arup	Design, Engineering, Planning
Stace	Cost Consultancy and Project Management of the SIW
Trowers and Hamlins LLP (“ Trowers ”)	Legal advice
Guy Roots QC	Legal Counsel
TerraQuest	Land Referencing

- 5.5 Negotiations have been led by JLL and myself with support from Council officers and other team members. JLL were instructed in 2015 and by the time I joined the team in 2016 they had already agreed a number of acquisitions at Meridian Water. Initially, my role was to provide general compulsory purchase strategy advice and to provide support to JLL to ensure that attempts to acquire the land by agreement were being progressed in accordance with the Guidance and that negotiations were being based upon the compensation that would be payable if an interest was acquired compulsorily. This arrangement continued until June 2019 at which point I took over full responsibility for third party negotiations.
- 5.6 Throughout my appointment the above team of advisors have met regularly to monitor the progress of negotiations and other activities associated with the Scheme and the CPO process. These meetings used to take place in person but have become virtual video conferences since March 2020 as a result of the Covid-19 pandemic. The meetings have continued throughout the pandemic.
- 5.7 Last year the Council instructed Jacobs and Turner and Townsend (“**TT**”) to take over the roles of design consultants and project managers respectively, but Arup and Stace have been temporarily retained for continuity. TT now attend the regular land assembly meetings.
- 5.8 In 2020 Guy Roots QC retired and was replaced as Legal Counsel by Alexander Booth QC and Rebecca Clutten from the same chambers.

- 5.9 Shortly after my appointment, in September 2016, I wrote to all owners within Meridian Water to update them of the position regarding the Scheme and the Council's intention to acquire the land interests required for the Scheme, including the possible use of compulsory purchase powers if required. Within these letters I explained the Council's preference to acquire interests by agreement and confirmed that the negotiations would be based on the compensation that would be payable if the land was acquired by compulsory purchase. I explained that compensation would be based on the market value of the land, but could also include additional sums to reflect other losses which flow as a direct consequence of selling the land, such as relocation costs. I stated that there could be flexibility in the way that acquisitions were structured which could be on the basis of an outright acquisition as soon as terms were agreed or a deferred acquisition whereby terms could be agreed for an acquisition to occur at a later date. I also advised that the Council would pay the landowner's reasonable surveyor's fees for negotiating an agreement and legal fees for documenting the agreement.
- 5.10 The letter explained that JLL would continue to lead the private treaty negotiations and provided names and contact details of the relevant people, and explained my role in working alongside them to oversee the negotiations in the context of the potential use of compulsory purchase powers.
- 5.11 A similar template was used for the letters sent to all landowners subject to some minor alterations to reflect the particular circumstances of each landowner. I refer to these letters as "**Invitation to Treat**" or "**ITT**" letters.
- 5.12 At the time of my initial ITT letters in September 2016 the Council was seeking to progress negotiations for the acquisition of interests in the whole of the wider Meridian Water Scheme Area and not just the Order Land. This strategy changed during 2018 following the Council's decision to change its approach to the delivery of Meridian Water and itself took on the role of master developer. The result of this in terms of the land acquisition strategy was that by the end of 2018 the Council had decided to prioritise acquisitions in the area required for the SIW, which now forms the Order Land, as opposed to the entirety of Meridian Water.
- 5.13 Attempts to progress negotiations with all parties with an interest in the Order Land have been pursued since this time. JLL continued to lead these negotiations with technical support from me up until June 2019, when I took over full responsibility. Since then, I have been directly responsible for progressing negotiations. Negotiations have been pursued through a combination of letters, emails, phone calls and meetings. Shortly after I took over full responsibility for negotiations, I wrote to all landowners within the Order Land on a similar basis to the ITT letters that I had sent in September 2016, providing an update on the Scheme and the SIW, the potential use of compulsory

purchase powers and the Council's preference to achieve acquisitions by agreement. I confirmed that reasonable fees would be reimbursed and sought to progress negotiations.

- 5.14 My contact with landowners has been focussed on attempts to acquire interests by agreement. In addition, there has been regular contact with several of the affected landowners by Arup, KCA and Council officers on design and general relationship matters.
- 5.15 Negotiations have continued unaffected throughout the Covid-19 pandemic notwithstanding the changes in working practices that this has entailed. On 7 August 2020, shortly before the Order was made, I emailed all of the landowners, or their agents, that I was dealing with to provide prior notice that the Order was about to be made and that notices would be served electronically in addition to the normal postal service. I also advised that the standard minimum 21 day objection period would be doubled to 42 days to ensure that landowners would not be disadvantaged by the unusual circumstances of the pandemic.
- 5.16 Since the making of the Order, negotiations have continued both with objectors and other owners. The Council remains committed to trying to achieve acquisitions by agreement and these negotiations will continue. Should the Order be confirmed, negotiations will carry on until it becomes necessary for the Council to exercise its compulsory purchase powers in order to achieve vacant possession in a timely manner.

Negotiations with Objectors

- 5.17 The Council is keen to address the concerns raised by objectors and to reach agreements with these parties which address their concerns and achieve acquisitions by agreement.
- 5.18 I have contacted all objectors with a view to progressing discussions in respect of their objection and, where appropriate, the acquisition of their interest. Where appropriate I have involved other members of the Council's professional team in order to address the concerns raised in objections.
- 5.19 I describe each objection so far as relevant to my area of expertise, and my response to it, in Section 6 of this proof of evidence, where I also outline the interaction that has taken place between each objector and the Council.

Agreements Reached

5.20 Prior to embarking on its land assembly exercise, the Council owned very little land at Meridian Water, and did not own any of the Order Land.

5.21 Since 2015 the Council has been actively pursuing negotiations to acquire land by agreement and has completed acquisitions of the following properties:

CPO Plot	Address	m²
92	Leeside Road Former Gasholder Site	7,319
31, 72	Orbital Business Park	57,267
78, 90	IKEA Clear Site	42,224
118	VOSA Site	8,916
107,116, 123, 124, 137	Part of the Stonehill Industrial Estate, Harbet Road.	57,927
136	Freehold interest in Waste Transfer Site, 10 – 12 Harbet Road (long leasehold and occupation leasehold not acquired yet)	1,127
1, 8	Public Highway, Glover Drive	3,843
115	Private Road, Anthony Way Road	2,144
27, 30	Carmelite, Argon Road	46
	TOTAL	180,813

5.22 The Council currently owns approximately 70% of the total area of the Order Land.

5.23 In addition, the Council has agreed terms for the acquisition of the relevant interests / rights in the following properties:

CPO Plot	Address	m²
136	Hastingwood Headlease interest in Waste Transfer Site, 10-12 Harbet Road	1,127
101, 102,	Canal & River Trust, Land and Rights at River Lee Navigation	3,628

CPO Plot	Address	m²
104, 105, 106, 109,112, 113	Canal	
129	North London Waste Authority, Land East of Harbet Road	666
22, 24, 25, 26, 28, 29, 32	Transport for London, Land at Argon Road	260
126, 127, 130	Transport for London, Land at Harbet Road	239
93	Cadent Gas Governor, Leaside Road	52
	TOTAL	5,972

5.24 The above acquisitions have been agreed and solicitors have either been instructed by the Council and the respective vendors, or are in the process of being instructed, to complete the acquisitions by agreement. In addition to the above, terms are close to agreement with a number of other parties, some of whom are objectors to the Order. The Council will provide an update on the progress of these agreements and other negotiations at the public inquiry.

5.25 Furthermore, in addition to the acquisitions referred to above the Council has also acquired other interests at Meridian Water which are outside the Order Land, which are intended to be developed in accordance with the Council's objectives over the lifetime of the Scheme. These additional acquisitions are summarised as follows.

Address	acres
Former National Grid Gas Site, Willoughby Lane	18.1
"Tear Drop" site between Meridian Way and the West Anglia Mainline	3.6
Remainder of Stonehill Industrial Estate – part of this is within the Order Land (plot 116) but it also extends to other parts of the Scheme Area beyond the boundary of the Order Land	10.19
Freehold interest in Hastingwood Trading Estate, Harbet Road (long	7.3

Address	acres
leasehold and occupational leases not acquired)	
Phoenix Wharf	4.96
Unit 4 Anthony Way	0.7
Units 5, 11 and 11A Anthony Way	1.3
Freehold interest in Leaside Café, Towpath Road	0.006

5.26 The acquisitions achieved to date, both within the Order Land and the wider Meridian Water area, are a clear indication of the Council's commitment to seek acquisitions by agreement in advance of the exercise of compulsory purchase powers in accordance with the Guidance.

5.27 Negotiations remain ongoing and will continue with all owners with the aim of achieving private treaty acquisitions up to the point that it becomes necessary to implement the Order. It should be noted that, irrespective of the current status of negotiations, the Council requires the Order to be confirmed over all of the Order Land to ensure that all of the land and rights required for the SIW can be acquired.

6. OBJECTIONS TO THE ORDER

6.1 The Secretary of State received nine objections to the Order, copies of which have been forwarded to the Council. On receipt of the objections, I and / or another member of the Council's team have been in contact with each objector, or their agents, to try address the concerns raised and reach agreements to enable the withdrawal of the objection.

6.2 In respect of each objection, I set out below a brief description of the grounds of objection as they relate to my evidence, the discussions that have taken place and my response.

Objection 1 – IKEA Properties Investments Limited, IKEA Limited, IKEA Leasing Limited and Commerzbank Aktiengesellschaft, Land at IKEA Store, 6 Glover Drive (Plots 2, 4, 5, 9, 10, 11, 13, 15, 16, 17, 18, 19, 20, 35, 36, 38, 40, 73, 74, 95, 96, 97, 98, 99 and 100)

6.3 IKEA Properties Investments Limited, IKEA Limited, IKEA Leasing Limited and Commerzbank Aktiengesellschaft (collectively referred to as "IKEA") is a multinational homeware and furniture retailer. It operates the IKEA store at 6 Glover Drive which comprises the store itself, customer parking and ancillary facilities (the "IKEA Store").

6.4 IKEA owns the freehold interest in the IKEA Store.

6.5 The land and rights required from IKEA within the Order are summarised in the table below.

Land Acquisition Plots (Pink Land)

Plot	Description of Land	Purpose of Acquisition
2	336m ² of strip of public highway (Glover Drive)	Road improvement works are to be undertaken to Glover Drive which will form the western end of the Central Spine Road. These works include new traffic islands, pedestrian crossing, bus stops and access to the IKEA Store. This will require some alteration to the existing kerb line and access to the IKEA Store.
4	436m ² of strip of hardstanding along Glover Drive frontage.	As for plot 2 above.

Plot	Description of Land	Purpose of Acquisition
9	5,005m ² of private road (Glover Drive), roundabout, strip of hardstanding fronting Glover Drive and customer car parking.	The main element of this is the construction of the Central Spine Road through the existing customer car park plus additional improvements to the existing road network.
16	47m ² of private road adjoining Argon Road roundabout.	Remodelling of the Argon Road roundabout.
36	56m ² of scrubland and bridge adjoining Pymmes Brook	Central Spine Road bridge over Pymmes Brook.
38	249m ² of private road.	As for plot 36 above.
99	1,375m ² of strip of hardstanding, scrubland, and advertising hoardings fronting Leaside Road.	Road improvement works to Leaside Road.

6.6 Of the rights required, some are required temporarily, and some are required permanently. Each are summarised below.

New Temporary Rights Plots (Blue Land)

Plot	Description of Land	Purpose of Acquisition
5	302m ² strip of hardstanding fronting Glover Drive.	Temporary access to undertake works to Glover Drive.
10	591m ² strip of car park and hardstanding.	Temporary access to undertake works to Glover Drive.
11	831m ² strip of car park.	Temporary access to undertake works to the North South Link Road and the Central Spine Road.
13	301m ² strip of private road and landscaped area.	Temporary access to undertake works to the North South Link Road.
15	85m ² of grassed area.	Temporary access to undertake works to reconfigure Argon Road roundabout.
17	22m ² strip of private road.	Temporary rights of access for use of existing private road by construction vehicles.

Plot	Description of Land	Purpose of Acquisition
18	2,763m ² of private road.	Temporary rights of access for use of existing private road by construction vehicles.
19	41m ² of private road.	Temporary rights of access for use of existing private road by construction vehicles, plus rights of access for construction of Central Spine Road and bridge.
20	10m ² of private road.	Temporary rights of access for construction of Central Spine Road and bridge.
35	43m ² of private road, footway and scrubland.	Temporary rights of access for use of existing private road by construction vehicles, plus rights of access for construction of Central Spine Road and bridge.
40	10m ² of scrubland.	Temporary rights to construct bridge.
73	4,476m ² of private road, footway and scrubland.	Temporary rights of access to create ramp to connect IKEA internal roads to new Central Spine Road. Plus temporary rights of access to Pymmes Brook to undertake flood mitigation works.
74	1,465m ² of private road, footway, car park and hardstanding.	Temporary rights of access to create ramp to connect IKEA internal roads to new Central Spine Road. Plus temporary rights of access to Pymmes Brook to undertake flood mitigation works.
95	1,715m ² of service yard.	Use as temporary construction compound.
96	217m ² of service yard.	Use as temporary construction compound.
97	602m ² of car park and hardstanding.	Use as temporary construction compound. Plus temporary rights of access to create new servicing access road and ramp.
98	424m ² of car park and hardstanding.	Temporary access to undertake works to Leaside Road and adjoining

Plot	Description of Land	Purpose of Acquisition
		pavement.
100	408m ² of hardstanding.	Temporary rights of access to create new entry/exit into new car park.

New Permanent Rights Plots (Blue Land)

6.7 Each of these plots are already recorded above under temporary rights. The table below describes the permanent rights which are required in addition to the temporary rights in the same plot.

Plot	Description of Land	Purpose of Acquisition
19	41m ² of private road.	Permanent rights of access to inspect, repair and maintain new road and bridge.
20	10m ² of private road.	Permanent rights of access to inspect, repair and maintain new road and bridge.
35	43m ² of private road, footway and scrubland.	Permanent rights of access to inspect, repair and maintain new road and bridge.
40	10m ² of scrubland.	Permanent rights of access to inspect, repair and maintain new road and bridge.

6.8 Further information regarding the proposed works and the manner in which they will be undertaken is provided in the evidence of Joe Nunan, Mike Savage and John Reid.

Grounds of Objection

6.9 The introductory section of the objection letter acknowledges the long term regenerative benefits of the SIW and the Scheme but raises concerns about the initial impact on IKEA's operations which could arise. These concerns are set out in more detail in the individual grounds of objection.

6.10 The grounds of objection, and my response, are summarised as follows:

- 6.10.1 **Objection:** The Council has not taken reasonable steps to acquire the land by agreement and has not discussed any proposed terms for acquisition by private treaty.
- 6.10.2 **Response:** To my knowledge negotiations with this objector have been going on since at least March 2017. Detailed draft Heads of Terms have been passing back and forth between IKEA and the Council since November 2019. I provide further information about the negotiations that have taken place with this objector below. The Council is committed to trying to achieve a private treaty agreement and negotiations have been and are continuing to take place to try to reach this end. On 10 March 2021 Heads of Terms were agreed, subject to contract, and both parties have instructed their solicitors to formally document the terms which have been agreed. There has also been a great deal of engagement between the parties on matters of design. Further details of the design consultation are provided in the evidence of Joe Nunan, Mike Savage and Paul Jarvis. Senior Council officers have also been actively engaging directly with IKEA since 2017.
- 6.10.3 **Objection:** The Council has failed to respond to detailed requests for information by IKEA and their agent, Savills.
- 6.10.4 **Response:** I am not aware of any unanswered requests for information. I have been directly involved in the negotiations since August 2019 and have not been made aware of any unanswered requests for information during that period. On seeing this statement in IKEA's objection I emailed IKEA's agent on 2 October 2020 requesting details of any information that IKEA was awaiting from the Council in order that I could address the matter. I did not receive a response to this email. I have raised the matter verbally in subsequent telephone conversations with the agent and he has advised me that he is not aware of any unanswered requests for information. As stated above, the Council is committed to working with IKEA to try to achieve an agreement and this includes responding to any reasonable requests for information.
- 6.10.5 **Objection:** The proposed acquisition will sever IKEA's northern car park with no obligation for a replacement car park to be provided which will have an adverse impact on IKEA's operations.
- 6.10.6 **Response:** In response to requests, and in consultation with IKEA, the Council has agreed a strategy with IKEA whereby customer car parking will be relocated from the northern car park onto a replacement car park on land to the south of Glover Drive and which is contiguous with the store (the "**IKEA West Car Park**"). The Council secured planning permission for the IKEA West Car Park, following consultation with IKEA, and has agreed to fund the costs of the relocation of the car park as part of the package of compensation measures which are currently being negotiated with IKEA. Planning permission for the IKEA West Car Park was granted in June 2020 and contains a condition requiring that the access points into the new car park are in place before the access to the existing car park is altered. The Council and IKEA and their respective professional teams are currently working together to agree the

detailed design and programming of works to enable the revised car parking and servicing arrangements to be in place before the existing arrangements are severed. These arrangements are recorded in the Heads of Terms which have recently been agreed.

- 6.10.7 **Objection:** Impediments to delivery – viability of the Scheme has not been demonstrated.
- 6.10.8 **Response:** The Council is satisfied that the SIW and the Scheme are viable and deliverable. Details of how the Council has reached this conclusion are summarised in paragraphs 4.1.9 and 4.1.10 above and are described in the evidence of Peter George and Stephen Armitage.
- 6.10.9 **Objection:** Insufficient information has been made available about the proposed scheme and when the IKEA land would be needed.
- 6.10.10 **Response:** As stated above, there has been significant engagement with IKEA for a number of years on both design issues and commercial negotiations. The terms which have recently been agreed include a methodology for agreeing the programme of works to ensure customer, staff and servicing access to the IKEA Store is maintained throughout, and on completion of, the works.
- 6.10.11 **Objection:** The Council has failed to demonstrate what alternatives, if any, have been considered and whether there are suitable alternatives to compulsory acquisition. Specific reference is made to the extent of the rights sought in the area adjacent to Pymmes Brook.
- 6.10.12 **Response:** The principal impact on IKEA comes from the route of the Central Spine Road which severs the store from the existing customer car park and the existing servicing access. The principle, and approximate alignment, of the Central Spine Road was established in planning policy by the Core Strategy of 2010. Given that IKEA's ownership spans the full width of Meridian Water there is no alternative but for the Central Spine Road to cut across it at some point. The proposed location has been chosen as it accords with adopted planning policy and takes into account the existing layout of the area, following the existing route of Glover Drive, which forms its western section, and passing between the existing Tesco Store and IKEA Store causing the minimal impact upon them. Various design options for the route of the Central Spine Road have been considered and consulted upon with IKEA throughout the Edmonton Leaside Area Action Plan (“**ELAAP**”) adoption process and the SIW Planning Application. Further information about the alternative options considered is set out in the evidence of Mike Savage. The current design and alignment of the Central Spine Road came about in response to representations by IKEA and has now been approved by the grant of the SIW Planning Permission.
- 6.10.13 I understand that the reference to the rights required for the works to Pymmes Brook relates to plots 73 and 74. The rights required here are only temporary in nature and described in greater detail in the evidence of Joe Nunan. In brief, temporary rights of access are required over this land in order to be able to

access the western bank of Pymmes Brook to construct a flood mitigation barrier. On completion of the works no rights of access to Pymmes Brook need to be maintained. Rights are also required over this land in order to undertake earthworks so that the level of the existing internal IKEA road which forms the exit from the undercroft customer car park can be raised so that it connects with the Central Spine Road which is slightly elevated in this location as it approaches the bridge over Pymmes Brook. As with the other right sought over this plot it is only required temporarily. The area covered by the proposed new rights has been drawn sufficiently widely so as to enable flexibility in the methodology for undertaking the works and the precise route of the access to Pymmes Brook so as to minimise impact on IKEA. The Council is currently liaising with IKEA as to the appropriate methodology for undertaking the works in this location.

Contact with the Objector

- 6.11 My first contact with IKEA was on 6 March 2017 when I wrote to Tim Farlam in their estates team by letter and email. The purpose of the letter was to introduce myself and provide background information about the Scheme and details of the interests and rights that the Council would like to acquire from IKEA. I referred to the potential use of compulsory purchase powers but stated that it was the Council's preference to acquire land and rights by agreement. I advised that the CPO process would be promoted in parallel with the negotiations but would only be used as a last resort if an acquisition by agreement could not be achieved. At this stage JLL were still responsible for leading the third party negotiations and I referred to the existing discussions which were taking place with Thomas Stevenson of JLL at the time, and explained my role in the process. The letter proposed a meeting to be attended by the Council's architects to explain the latest proposals. Mr Stevenson had emailed Mr Farlam a few days prior to my letter to introduce me and explain that I would be writing to him. Mr Farlam and Mr Stevenson already knew each other well at this point as they had negotiated the Council's acquisition of the "IKEA Clear Site" in December 2016. I received an autoreply from Mr Farlam saying that he was away from the office and that correspondence should be forwarded to his colleague, Insiyah Khushnood, so I forwarded my email to Ms Khushnood with a covering note.
- 6.12 I did not have any further direct contact with IKEA until August 2019. In the intervening period there had been continued dialogue between IKEA and the Council primarily relating to design issues as IKEA had concerns about the Central Spine Road severing their existing customer car park from the store. The majority of contact during this period was directly with Council officers and the Council's design and engineering consultants, KCA and Arup. There was some limited contact via JLL but IKEA were not prepared to progress the commercial negotiations prior to resolving their concerns relating to design.
- 6.13 Whilst I was not directly party to the discussions with IKEA between March 2017 and August 2019, I was kept apprised of developments via the regular meetings of the Council team. During this period the Council's design proposals reflected the feedback from IKEA. Further details of this are provided in the evidence of Joe Nunan, Mike Savage and Paul Jarvis. It became apparent that IKEA were considering a redevelopment of their northern car park for a residential led development in accordance with the Council's comprehensive masterplan proposals for Meridian Water.
- 6.14 On 14 August 2019 I emailed an ITT letter to Mr Farlam to provide an update on the Scheme and the SIW. The letter provided details of the land and rights which the Council would like to acquire from IKEA by reference to a plan. I referred to the

potential use of compulsory purchase powers but stated that it was the Council's preference to acquire land and rights by agreement. I advised that the CPO process would be promoted in parallel with the negotiations but would only be used as a last resort if an acquisition by agreement could not be achieved. I stated that the purchase price for the land would be based on the compensation entitlement which could include costs or losses arising as a consequence of the acquisition, in addition to market value, and I provided a separate note setting out what I considered to be the relevant considerations in the assessment of compensation in this case. I also confirmed that the Council would pay IKEA's reasonable surveyor's fees for negotiating an agreement and solicitor's fees for dealing with the relevant documentation. Within the letter I proposed a meeting in order that I could talk through the content of the letter and to agree a structure for progressing negotiations.

- 6.15 On 12 September 2019 Mr Farlam emailed me to advise that he and his agent, Kirk MacDiarmid of Savills, were meeting directly with Peter George of the Council the following day. Whilst I did not attend this meeting, I received feedback after the meeting that it had been agreed in principle that IKEA would relocate their customer car parking from the northern car park on to land south of Glover Drive. I was instructed to contact Mr Farlam in order to progress the commercial negotiations which I did by email on 24 September 2019. Mr Farlam responded on the same day to say that it had been agreed at the meeting that IKEA would draft up and issue initial Heads of Terms for discussion prior to arranging a meeting. These were subsequently issued by Mr MacDiarmid on 14 November 2019.
- 6.16 There was some subsequent email correspondence in December 2019 between Mr MacDiarmid and I regarding arrangements for a meeting. During the period I reviewed the draft Heads of Terms with the Council and other members of the professional team before providing comments to Mr MacDiarmid by email dated 8 January 2020.
- 6.17 As a separate workstream the Council instructed Arup to consult with IKEA in the preparation of a planning application for the relocation of the IKEA customer car park from the northern car park on to the IKEA West Car Park. This application was submitted on 14 January 2020 and permission was subsequently granted on 18 June 2020.
- 6.18 On 22 January 2020 Mr MacDiarmid and I met to discuss the draft Heads of Terms. A number of actions for both parties arose from the meeting. I emailed Mr MacDiarmid on 7 February 2020 with a schedule summarising the agreed actions for both parties. I also requested details of Mr MacDiarmid's fee basis. I sent two further emails on 10 and 11 February requesting further information.

- 6.19 On 28 February 2020 Mr MacDiarmid sent holding responses to the various emails I had sent stating that he was seeking the requested information from his client.
- 6.20 On 29 April 2020 I emailed Mr MacDiarmid to confirm that the Council remained fully committed to the Scheme and the SIW notwithstanding the Covid-19 pandemic and the resultant lockdown. This had resulted in some delays to the proposed CPO making timetable but that my instructions were to continue to try to achieve a negotiated agreement with IKEA. Within this email I attached the schedule summarising the actions arising from the meeting in January, providing comments on my actions and requesting a response from Mr MacDiarmid in respect of his actions. I also repeated my request for details of his fee basis.
- 6.21 At this point separate discussions were taking place directly between the Council and IKEA and between the respective planning consultants regarding IKEA's objection to the SIW Planning Application. The principal point of objection related to the Central Spine Road separating the store from the northern car park. In an attempt to overcome this objection and make progress toward a private treaty agreement I emailed Mr MacDiarmid on 6 May 2020 confirming that the Council would agree to pay for the costs of relocating the customer car parking from the northern car park to the IKEA West Car Park as part of a wider compensation package in accordance with the statutory compensation provisions.
- 6.22 On 27 May 2020 I emailed Mr MacDiarmid chasing responses to my emails of 29 April and 6 May 2020 and requesting a meeting. This meeting subsequently took place on 2 June 2020 during which Mr MacDiarmid said that he had recommended that his client agree to the proposal in my email of 6 May and had received verbal approval from his client. He asked if I could produce some updated Heads of Terms to reflect this proposal, which I agreed to do.
- 6.23 I prepared a draft "Works Agreement" which was intended as an addendum to the existing draft Heads of Terms dealing specifically with the Council's agreement to fund the relocation of the car park and associated works. I emailed this to Mr MacDiarmid on 2 July 2020. Within this email I also sought clarification of the works which IKEA intended to undertake. I sent a follow up email on 16 July 2020 chasing a response to the draft Works Agreement. Mr MacDiarmid responded the following day stating he would be discussing with his client shortly and requesting further information relating to phasing and an up to date set of plans showing the land and rights required from IKEA.
- 6.24 On 11 August 2020 Mr MacDiarmid provided comments on the draft Works Agreement but did not respond to my request for clarification of the works that IKEA wanted to undertake. On 10 September 2020 Mr MacDiarmid emailed me to apologise for the

delay in getting back to me and saying that he would shortly be responding to my queries regarding the works IKEA wanted to undertake. He also raised some queries in respect of the new rights which the Council was seeking. I sent an initial holding response whilst I investigated the queries raised before sending an email on 2 October 2020 responding to the queries raised. At this point I had seen Shoosmiths' letter of objection on IKEA's behalf dated 21 September 2020. The objection included a statement that the Council had not responded to numerous requests for information by IKEA and Savills. I was not aware that there were any outstanding requests for information from the IKEA team that had not been responded to. Accordingly, I referred to this in my email of 2 October 2020 and requested that Mr MacDiarmid provide details of any outstanding requests for information in order that I could follow these up with my client. I did not receive any response to this request.

- 6.25 On 8 October 2020 I emailed Mr MacDiarmid putting forward a financial proposal for the acquisition of the land and rights required from IKEA plus reasonable costs of undertaking the IKEA works (details of which were to be confirmed) plus reasonable fees.
- 6.26 On 20 November 2020 I emailed Mr MacDiarmid to provide an update on the Council's recent appointment of Turner and Townsend as project manager and provided contact details. I also advised of the selection and impending appointment of the contractor to undertake the SIW. I requested that he forward the project manager's contact details to IKEA's project manager, Mace, in order that the two project managers could liaise on the programming of works. I also requested a response to the financial proposal put forward on 8 October 2020.
- 6.27 On 7 December 2020 Mr MacDiarmid and I both attended a meeting which was also attended by principals from IKEA and the Council and both parties' project managers. The purpose of the meeting was to discuss the actions required to reach an agreement which principally related to the arrangements for agreeing the scope, pricing and programming of the works to be undertaken by IKEA in consequence of the proposed acquisition. IKEA also sought clarification of some of the works which the Council is seeking to undertake. It was agreed at this meeting that IKEA's project manager, Alex Griffiths of Mace, would set up a weekly "check-in" meeting, commencing in the New Year to monitor progress and agree actions. The first of these meeting took place on 5 January 2021 and has occurred weekly since then.
- 6.28 I had a separate follow up call with Mr MacDiarmid on 7 December 2020 in which he asked if I would review and update the draft Heads of Terms, which I agreed to do. I emailed updated draft Heads of Terms to Mr MacDiarmid on 18 December 2020.

- 6.29 On 12 January 2021 Mr MacDiarmid emailed to advise that he had reported to his client and was awaiting instructions.
- 6.30 In the period since then there have been a number of email exchanges between Mr MacDiarmid and I on detailed points relating to the Heads of Terms. On 10 March 2021 Mr MacDiarmid and I agreed the remaining outstanding points of the Heads of Terms and I subsequently updated the Heads of Terms to reflect the points agreed and issued these to Mr MacDiarmid on 16 March 2021. Both the Council and IKEA have instructed their solicitors to prepare the contract documentation. At the time of writing this proof Heads of Terms have been agreed but the formal agreement has not yet been documented. Solicitors for both parties are working to achieve this, and it is a condition of the agreement that IKEA will withdraw their objection to the Order. Both parties are aiming to achieve this prior the CPO inquiry
- 6.31 The Council will provide an update on the progress of this agreement at the public inquiry.

Summary and Conclusion

- 6.32 IKEA's principal ground of objection is that the acquisition of the land will sever the customer car park and servicing access from the store which would have an adverse impact on the operation of the store. The Council has been negotiating with IKEA for an acquisition of the required land and rights by agreement since 2017 and I have personally been involved in these negotiations since August 2019.
- 6.33 The parties have agreed a solution which addresses the operational concerns by relocating the car parking to the IKEA West Car Park and provides revised servicing access from Leaside Road in advance of the works which will affect the existing parking and servicing arrangements. Draft Heads of Terms for an agreement have been in circulation since November 2019 and these have recently been agreed.
- 6.34 I fully expect this agreement to be completed, however, the Council requires the Order to provide the certainty that the land and rights can be secured.
- 6.35 Notwithstanding the preference to complete the agreement, the Council has confirmed to IKEA that it will pay the reasonable costs of relocating the car park. Therefore, in the absence of agreement IKEA can undertake these works themselves and seek compensation via their statutory rights. The land on which the replacement car park is to be built is wholly within IKEA's control.

Objection 2 – Lee Valley Regional Park Authority, Land East of Harbet Road (Plots 128 and 131)

- 6.36 Lee Valley Regional Park Authority (“LVRPA”) is a statutory body responsible for managing and developing the Lee Valley Regional Park (the “LVRP”) which is a linear park approximately 26 miles long in parts of London, Hertfordshire and Essex.
- 6.37 LVRPA owns the freehold interest in approximately 3.18 acres of undeveloped grassland to the east of Harbet Road. The land is within the LVRP, is allocated as Green Belt and is oversailed by National Grid overhead electricity transmission lines.
- 6.38 The land has been included in the Order as plots 128 and 131 for acquisition (Pink Land). The land is required for the dual purpose of flood compensation storage and public open space.

Grounds of Objection

- 6.39 The objection letter has a lengthy introductory section providing background information about the purpose of LVRPA and its governance under the Lee Valley Regional Park Act 1966 (the “**Park Act**”). The purpose of the LVRPA can be summarised as development, improvement, preservation and management of land within the LVRP for the purposes of sport, leisure and recreation.
- 6.40 The objection refers to LVRPA’s statutory duty to prepare a “**Park Plan**” showing proposals for the future development of the LVRP. The current Park Plan consists of a suite of documents collectively referred to as the Park Development Framework. These comprise the Park Development Framework Strategic Policies (April 2019) and various Area Proposals. There is also a Landscape Character Assessment (April 2019) and a Biodiversity Action Plan (2019-2029). The LVRPA land at Meridian Water falls within “Area Proposal 4 – The Waterlands: Banbury Reservoir to Pickett’s Lock”, which was adopted in 2013. The drawing on page 28 of the Area Proposal identifies this land as a “Landscape Investment Area” which is described as “fragmented landscape character in need of major investment”. There is no further definition of the term Landscape Investment Area in any other parts of the current Park Plan, however, the land had a similar allocation in the previous Park Plan, published in 2000. This also described the land as a Landscape Investment Area which it defined as being “an area with negative, visually or physically fragmented and degraded character and requiring works to bring it up to the higher standards seen in more attractive parts of the Park. Such areas present a major opportunity for both the development of recreational activities and landscape improvement”.

- 6.41 The land falls within “Area 4.A.2 – Land Adjoining the North Circular and the Lee Navigation” which is described on page 15 of the Area Proposal. The Area Proposal refers to the ambition of enhancing the quality of the land for recreational and formal sports uses as part of comprehensive scheme for public leisure, complementary to the creation of new habitats. It recognises the opportunities that Meridian Water will provide in helping it to meet its objectives. It states that the long term strategy for the area is therefore to take the potential opportunities that future growth associated with Meridian Water could provide to transform the area, with a focus on maximising its ecological, biodiversity, and recreational value and improving access. It states that the long standing severances that have characterised this part of the LVRP and its marginal status should be addressed to provide a multi-functional landscape serving the needs of the new communities whilst supporting a rich diversity of flora and fauna.
- 6.42 The Landscape Character Assessment (paragraph 4.150) describes this land as being heavily fragmented by major roads and water utilities infrastructure that sever the landscape; within the centre of the area ongoing industrial activities give it a despoiled appearance. The Park Plan has an objective of working with the Council to restore poor quality and fragmented landscape character; protecting and enhancing the openness of the valley floor to the land north and south of the North Circular.
- 6.43 The LVRPA objection states that it has the power to prevent the grant of planning permission which is contrary to the Park Plan. It should be noted that the SIW Planning Permission, which includes this land and other land within the LVRP owned by other parties, has already been granted. LVRPA were consulted at the planning application stage and did not object. A copy of their response to the SIW Planning Application is attached at Appendix MB3. Within this they stated that LVRPA “*welcomes this application and supports the creation of the Edmonton Marshes within the Regional Park*”. On this basis I assume that the SIW proposals are not considered to be contrary to the Park Plan.
- 6.44 The grounds of objection, and my response, are summarised as follows:
- 6.44.1 **Objection:** Inclusion of LVRPA’s land is unnecessary, excessive and disproportionate as they are willing to agree a sale by agreement. There is reference to negotiations regarding a potential land swap involving the land included within the Order and other land owned by the Council at Rammey Marsh.
- 6.44.2 **Response:** There have been extensive negotiations with this objector and I provide further details of these below under the subheading ‘Contact with Objector’. Negotiations were initially progressed on the basis of a pure financial arrangement, but at LVRPA’s request the Council agreed to consider a potential land swap involving its land at Rammey Marsh. These negotiations

did reach a point of agreement in principle between agents, subject to contract and Council approval. Ultimately, the Council was not prepared to approve the land swap as it did not consider that it represented best consideration for the land it would be disposing of. Whilst I acknowledge that this was unfortunate in terms of relations between LVRPA and the Council, the negotiations were progressed in good faith but ultimately the Council could not justify the disposal in accordance with its statutory duty. LVRPA's willingness to proceed with a land swap involving this land serves to demonstrate that it has no fundamental objection to disposing of this land to the Council for the purposes of the SIW and the Scheme.

- 6.44.3 **Objection:** The inclusion of the land is contrary to the Park Act, the Park Plan and the public interest. The land is to be acquired to facilitate housing which is inconsistent with LVRPA's statutory purpose.
- 6.44.4 **Response:** There appears to be a misunderstanding by the author of the objection as to the actual purpose of the acquisition. The LVRP land will provide flood compensation to enable development of housing on other land in the Scheme. In addition to fulfilling the flood compensation function, the land, together with adjoining land currently owned by the Council and TWUL will be developed as a country park to be known as Edmonton Marshes comprising public open space and sports pitches. This use is entirely consistent with LVRPA's objectives. The proposed use of the land that the Council will deliver contrasts with the existing degraded and derelict existing state of the land. The works to be undertaken by the Council are in accordance with the land's allocation in the Park Plan. As previously stated, LVRPA responded to the SIW Planning Application stating that it had no objection to the SIW or the Scheme and that, in fact, it positively welcomed the proposals.
- 6.44.5 **Objection:** The use of compulsory acquisition powers is not necessary in order to acquire LVRPA's legal interest and appears that it may have been improperly influenced by other factors.
- 6.44.6 **Response:** This objection appears to be referring to the Council's withdrawal from the negotiations regarding the proposed land swap and suggests that there was some improper motivation behind this. I have already explained the circumstances surrounding this and the reasons for the Council's withdrawal at paragraph 6.44.2 above. The Council remains willing to acquire the land by agreement and is committed to trying to achieve this end, however, this agreement will have to be on the basis of a financial consideration as the Council is not able to proceed with the previously discussed land swap for reasons which have already been explained. Terms for the acquisition of this land for a financial consideration have recently been agreed.
- 6.44.7 **Objection:** The Council's resolution to use compulsory purchase powers is outdated and should be comprehensively reviewed before the Council can demonstrate it is in the public interest, compelling or expedient.
- 6.44.8 **Response:** The Council does not consider that the January 2020 Cabinet resolution is outdated. The resolution delegated authority to Directors to make

the Order. In accordance with the requirements of the resolution, officers prepared reports for the relevant Directors to consider the material circumstances in August 2020 shortly before the making of the Order. These reports included updates on relevant matters including funding, planning, public health, equalities and third party negotiations. As previously stated, and described in greater detail by Peter George and John Reid, funding is unaffected by the Covid-19 pandemic.

6.44.9 **Objection:** The terms of the proposed CPO are too wide, but the justification advanced by the Council is case specific. It would be ultra vires not to limit the scope of the Order to the scheme upon which the Order is promoted.

6.44.10 **Response:** It is not entirely clear to me what is meant by this ground of objection, other than that it appears to be challenging the legal basis of the Order. It seems to be suggesting that the terms of the Order have been too widely drawn. I do not agree with this. All of the land that has been included in the Order is required to facilitate development which is fully in accordance with the powers in section 226(1)(a) of the 1990 Act under which the Order has been made. The development which will be facilitated by the Order is the SIW which is required to deliver the Scheme. The Council is satisfied that the justification for making the Order accords with the enabling powers under which the Order has been made and that proper process has been followed. The Council has taken legal advice at all key stages leading up to the making of the Order from its internal legal services team, an external firm of solicitors (Trowers Hamlin), and Leading Counsel.

Contact with the Objector

6.45 My first contact with LVRPA was in September 2016 when I sent an ITT letter to the then Head of Property, Stephen Roberts, regarding the proposals for Meridian Water. The purpose of the letter was to introduce myself and provide background information about the Scheme and details of the interests and rights that the Council would like to acquire from LVRPA. I referred to the potential use of compulsory purchase powers but stated that it was the Council's preference to acquire land and rights by agreement. I advised that the CPO process would be promoted in parallel with the negotiations but would only be used as a last resort if an acquisition by agreement could not be achieved. I stated that the purchase price for the land would be based on the compensation entitlement which could include costs or losses arising as a consequence of the acquisition in addition to market value, and I confirmed that the Council would pay LVRPA's reasonable surveyor's fees for negotiating an agreement and solicitor's fees for dealing with the relevant documentation. At this stage JLL were still responsible for leading the third party negotiations and I provided contact details of relevant people, and explained my role in the process.

6.46 I did have an initial discussion with Mr Roberts in early October 2016 as he telephoned me in response to my ITT letter. During this conversation Mr Roberts confirmed that

LVRPA would be willing to sell the land to the Council for the purposes of the Scheme subject to reaching a satisfactory agreement on price. Mr Roberts subsequently confirmed the content of our discussion in an email to me dated 24 October 2016, but negotiations did not progress at that time. I had no further direct contact with LVRPA until June 2019 but I was kept informed of discussions that the Council and JLL were having with LVRPA and their agent, Montagu Evans, in the intervening period. On 11 September 2018 Nick Powell, Property Surveyor at LVRPA emailed Paul Gardner of the Council referring to a meeting between the parties in June 2018. The email stated that LVRPA was considering disposing of its land in this location and invited the Council to put forward an offer. Copies of the aforementioned emails from Mr Roberts and Mr Powell confirming LVRPA's willingness to dispose of the land are included in Appendix MB4.

- 6.47 In response to Mr Powell's email the Council instructed JLL to put forward a financial offer, which they did on 7 March 2019 by way of a letter to Gerry Gillingham of Montagu Evans.
- 6.48 Mr Gillingham left Montagu Evans shortly after the offer was made at which point Mark Whitfield took over the negotiations for LVRPA. I became directly involved in the negotiations in June 2019 and attended a meeting with Mr Whitfield and Simon Irvine-Fortescu of JLL on 14 June 2019. At the meeting Mr Whitfield requested further information about the SIW and the Scheme.
- 6.49 On 9 August 2019 I wrote to Mr Whitfield responding to the queries raised in our meeting and providing a general update about the SIW and the Scheme. I confirmed the Council's intention to use compulsory purchase powers but that there was a preference to acquire land by agreement. I also confirmed that the Council would meet LVRPA's reasonable surveyor's and legal fees and requested details of his fee basis.
- 6.50 On 31 October 2019 I met with Mr Whitfield and Peter Ley of LVRPA. There was some discussion about land values and Mr Whitfield expressed the view that the current offer from the Council was too low. We agreed that we would both do further market research into market values for land of this nature. At the meeting Mr Whitfield also raised the prospect of a potential land swap and stated that the Council owned land at Rammey Marsh which he considered to be similar in nature to the land within the Order and asked if the Council would be willing to consider a land swap. I agreed to take instructions.
- 6.51 I subsequently discussed this with my client and they agreed to explore a potential land swap in parallel with an outright acquisition.

- 6.52 On 4 February 2020 I emailed Mr Whitfield with a revised proposal on the two alternative bases of outright acquisition and land swap, both subject to formal Council approval. I put forward an improved financial offer for the outright acquisition option.
- 6.53 LVRPA favoured the land swap option and negotiations continued on that basis over the following six months and by August 2020 Mr Whitfield and I had reached a provisional agreement between agents subject to our respective client's formal approval. The Council ultimately was not prepared to approve the land swap as it did not consider that it represented best consideration for the disposal of their land at Rammey Marsh. I informed Mr Whitfield of this on 24 September 2020 and advised that my instructions were to proceed on the basis of a purchase for a purely financial consideration.
- 6.54 On 7 October 2020 I had a telephone conversation with Mr Whitfield in which he expressed his client's disappointment that the Council was not prepared to proceed on the basis of a land swap. This resulted in a temporary halt to the negotiations. In the period since then there have been meetings and telephone conversations directly between the Council and LVRPA in an attempt to repair relations and get negotiations on the basis of a financial consideration back on track. Over this period, I have maintained contact with Mr Whitfield to ask whether he has instructions to negotiate on this basis.
- 6.55 On 2 December 2020 I spoke to Mr Whitfield on the telephone to advise him of discussions and emails that had taken place directly between our respective clients in which the Council was seeking confirmation of whether LVRPA would instruct their agent to proceed with the negotiations on the Order Land. Mr Whitfield said he would seek client's instructions. I followed this up with an email on the same day confirming our earlier call. Within the email I also explained that the Council had been offered the opportunity to purchase other land which was very close to LVRPA's existing land and was of a similar description being undeveloped grassland with an access onto Harbet Road with a Green Belt allocation and was within the LVRP. The land had been offered to the Council by TWUL. The land is approximately 8.45 acres. The Council had no requirement for the land itself, but I suggested that we would be able to structure an agreement with TWUL whereby an equivalent site area could be provided to LVRPA as exchange land for the land being acquired.
- 6.56 I did not receive any response to this proposal and sent a follow up email on 17 December 2020 seeking a response.
- 6.57 On 19 January 2021 there was a principals' meeting between officers of the Council and LVRPA at which both parties agreed to decouple the negotiations on the Order Land and Rammey Marsh. It was agreed that each party would instruct their agents to

progress negotiations on the Order Land in isolation. It was also agreed that I should put forward an improved financial offer for the land by the end of the following week. I was not at the meeting, but details of what was agreed at the meeting were provided to me the following day. On receiving this information, I telephoned Mr Whitfield to ask whether he had been informed of the outcome of the meeting and requested confirmation that he had instructions to progress negotiations, purely on the basis of a financial consideration. I also asked if he was in a position to respond to the exchange land proposal set out in my emails of 2 and 17 December 2020. He agreed to contact his client and take instructions.

- 6.58 On 28 January 2021 I sent an email confirming the content of our earlier telephone conversation and putting forward an improved financial proposal. I also requested a response on the exchange land proposal. I did not receive a response to this, so I sent a chasing email on 4 February 2021 and suggested that we discuss the matter on the telephone. Mr Whitfield responded the following day to confirm his availability for a meeting. The email also set out a number of observations that he stated should be taken into consideration within our negotiations. One of these was that the land has been declared surplus to LVRPA's requirements and identified for disposal. A copy of this email is included within Appendix MB4.
- 6.59 A meeting subsequently took place on 10 February 2021 to progress negotiations for a private treaty acquisition. The meeting was also attended by Mr Whitfield's colleague, Jonny Sharp.
- 6.60 At the end of the meeting, it was agreed that Mr Sharp would write to me setting out the information that had been discussed in the meeting, which he subsequently did on 12 February 2021. On 15 February 2021 I emailed Mr Sharp to seek clarification of a number of matters of fact, one of which was confirmation that the land had been declared surplus to LVRPA's operational requirements and identified for disposal. He responded later on the same day confirming that this was the case, and that Montagu Evans had a mandate to dispose of the site and, but for the Order, would have done so. A copy of this email is included within Appendix MB4. A further meeting took place on 19 February 2021.
- 6.61 On 18 March 2021 the financial terms for the acquisition of this land were agreed and I subsequently drafted up Heads of Terms and issued them to Mr Whitfield on 23 March 2021. LVRPA have agreed to withdraw their objection to the Order on exchange of contracts. Both parties are aiming to achieve this prior the CPO inquiry.
- 6.62 The Council will provide an update on the progress of this agreement at the public inquiry.

Summary and Conclusion

- 6.63 LVRPA's objection appears to be largely driven by a frustration that it has been unable to achieve an acquisition of Council owned land at Rammey Marsh. Whilst I can understand and sympathise with this frustration it does not alter the compelling case for acquiring this land for the SIW and the Scheme. Notwithstanding, the abortive discussions on the land swap which accounted for approximately six months of the negotiating period, there have been prolonged attempts to acquire the land by agreement. The Council's first approach for a private treaty acquisition was in September 2016 and the pace of these discussions increased from the end of 2018.
- 6.64 LVRPA stated at the planning application stage that it has no fundamental objection to the SIW and the Scheme and in fact stated that it welcomed the application and supported the creation Edmonton Marshes within the LVRP. The improvements to LVRPA's land and the adjoining land, which is also within the LVRP, will promote sport, leisure and recreation and are entirely consistent with LVRPA's objectives.
- 6.65 It is my understanding that the Council's intended use of the land is completely in accordance with the designation and objectives set out in the Park Plan. The Park Plan references the Meridian Water development proposals and the opportunities that this will bring to improve the parts of the LVRP east of Harbet Road. Having discussed the matter with Paul Jarvis I understand that the works which are proposed on the land are fully compliant with the objectives of the Park Plan. Furthermore, as early as October 2016 the then Head of Property at LVRPA, Stephen Roberts, confirmed that the land was surplus to its operational requirements and that it was willing to dispose of the land subject to agreement on price. This was confirmed again by Mr Powell, an LVRPA in-house Property Surveyor, in September 2018 when he stated it was LVRPA's intention to dispose of the land and invited the Council to make an offer. Far more recently in February 2021, emails from Mr Whitfield and his colleague, Mr Sharp, have confirmed that the land has been declared surplus to LVRPA's requirements.
- 6.66 It appears that LVRPA's only real objection to the sale of the land is a disagreement on price. This is not a matter which is relevant to this inquiry and is a matter which should be resolved via the Upper Tribunal (Lands Chamber) in the event that an agreement is not reached. As stated above, Heads of Terms have recently been agreed and solicitors have been instructed to complete the agreement.
- 6.67 It remains the Council's strong preference to acquire the land by agreement without recourse to the Order and this now seems very likely given the recent agreement of terms and instructions of solicitors. However, the Council still requires the Order to provide the certainty that the land can be secured.

Objection 3 – Thames Water Utilities Limited, Land East of Harbet Road (Plots 133, 134 and 135)

- 6.68 Thames Water Utilities Limited (“TWUL”) is a large private utility company responsible for the public water supply and wastewater treatment in the area.
- 6.69 TWUL owns the freehold interest in approximately 8.59 acres of undeveloped grassland to the east of Harbet Road. The land is within the LVRP and is allocated as Green Belt and is within Environment Agency flood zone 2. It is oversailed by National Grid overhead electricity transmission lines and has TWUL operational pipes below ground. Currently, the site is derelict, extensively fly tipped and areas of non-native invasive species (Japanese Knotweed and Hogweed) have been identified on site.
- 6.70 The land has been included in the Order as plots 133 and 134 for acquisition (Pink Land). The Pink Land is required for the dual purpose of flood compensation storage and public open space. In addition, rights of access and flood water discharge are sought over plot 135 (Blue Land), which forms part of the River Lee.

Grounds of Objection

- 6.71 The objection letter states that the property included in the Order comprises operational land containing considerable TWUL assets that are integral to TWUL performing their statutory function. The operational assets comprise underground pipes, the details of which are listed in the letter. The objection states that the property is a key site acting as a corridor for numerous pipelines and it is therefore essential that an appropriate level of protection is put in place to protect these assets, and any future assets. In addition, rights necessary to access these assets for repair, maintenance, replacement, etc also need to be protected.
- 6.72 The objection goes on to say that at the present time they are not satisfied that the land could be acquired without serious detriment to its statutory undertaking. I note that the objection does state that TWUL is prepared to discuss putting arrangements in place outside of the Order which would enable it to withdraw its objection.
- 6.73 The grounds of objection, and my response, are summarised as follows:
- 6.73.1 **Objection:** Insufficient provision of information and engagement by the Council. It states that the Council has not done enough to satisfy TWUL that the severity of the risk to their assets is fully understood and acknowledged, and that the protection of their assets has been appropriately addressed, with sufficient safeguards in place. It is important that the design and implementation of the Council's proposals do not interfere with TWUL's ability to comply with its statutory function.
- 6.73.2 **Response:** The Council has been engaging with TWUL for a significant period of time. Further details of this are set out below under the subheading 'Contact with Objector'. The Council does fully understand and acknowledge that adequate measures need to be put in place to protect TWUL's assets and will ensure that such measures are put in place. It has been seeking to engage with TWUL to agree what those measures should be but has, until recently, been frustrated by the lack of a substantive response from TWUL as to what their requirements are. The Council will agree to put appropriate measures in place and is happy to enter into an asset protection agreement or similar arrangement to meet these obligations. The Council is actively engaging with TWUL to agree appropriate asset protection measures to be put in place. Since the start of this year a great deal of progress has been made and a set of asset protection measures has been agreed as part of the wider negotiations. Further details are provided below under the subheading 'Contact with Objector'.
- 6.73.3 **Objection:** The Order does not make appropriate allowance for the protection of TWUL's assets.

6.73.4 **Response:** As stated above, the Council is fully cognisant of the need to ensure that appropriate asset protection measures are in place and this has been reflected in the design of the SIW in this location. The works will be undertaken in accordance with all of the relevant TWUL Guidance Documents and Health and Safety requirements. Further detail on the design of the works is set out in the evidence of Joe Nunan.

Contact with the Objector

- 6.74 My first contact with TWUL was in September 2016 when I sent an ITT letter to the then Head of Property, Richard Hill, regarding the proposals for Meridian Water. The purpose of the letter was to introduce myself and provide background information about the Scheme and details of the interests and rights that the Council would like to acquire from TWUL. I referred to the potential use of compulsory purchase powers but stated that it was the Council's preference to acquire land and rights by agreement. I advised that the CPO process would be promoted in parallel with the negotiations but would only be used as a last resort if an acquisition by agreement could not be achieved. I stated that the purchase price for the land would be based on the compensation entitlement which could include costs or losses arising as a consequence of the acquisition, in addition to market value, and I confirmed that the Council would pay TWUL's reasonable surveyor's fees for negotiating an agreement and solicitor's fees for dealing with the relevant documentation. At this stage JLL were still responsible for leading the third party negotiations and I provided contact details of relevant people, and explained my role in the process.
- 6.75 I did not have any further direct contact until July 2019 by which time I had taken over lead responsibility for third party negotiations from JLL. I am aware that Arup were engaging with TWUL regarding design matters from 2018.
- 6.76 On 9 November 2018 there was a meeting between the parties which was attended by principals and planning consultants. I was not in attendance but was provided with the minutes of the meeting. One of the outcomes of that meeting was that TWUL was prepared to agree a disposal of their interest, subject to satisfactory asset protection measures, provided they received best consideration for the land. As a result, JLL were instructed to engage with TWUL's advisor, Savills, to progress commercial negotiations.
- 6.77 Matt Fitter of JLL contacted Andrew Cox of Savills by email on 26 November 2018 seeking to arrange a meeting to discuss an acquisition of the land. There were various emails and telephone conversations between Mr Cox and Mr Fitter between November 2018 and January 2019 requesting and providing information.
- 6.78 On 25 June 2019 Matt Fitter of JLL wrote to Andrew Cox of Savills putting forward a financial proposal for the acquisition of the land. The offer referred to the existing

operational underground pipes and stated that these would remain in-situ and operational and that TWUL would be granted rights of access for inspection and maintenance. The letter also stated that the Council would meet TWUL's reasonable surveyor's and legal fees in the matter. Mr Cox acknowledged receipt of the offer letter on 28 June 2019 and emailed again on 4 July 2019 to say that he would seek instructions from his client.

- 6.79 On 18 July 2019 I emailed Mr Cox to advise that I had taken over responsibility for the negotiations and asked when I could expect to receive a response to the offer put forward by Mr Fitter. There was never any substantive response to the offer and over the following months I sent a number of emails to Mr Cox and attempted to contact him by telephone in order to progress matters. Mr Cox replied on a number of occasions stating that he was still awaiting instructions and would revert when he had an update.
- 6.80 At around about the same time that I was trying to progress negotiations I was aware that the Council and Arup were in contact with TWUL in connection with matters related to the ELAAP and the SIW Planning Application, and that TWUL had objected on the basis that their land was operational land. This was despite the fact that Arup had been engaging with TWUL since October 2018 in order to understand their existing operational equipment and the design requirements needed to protect this
- 6.81 On 29 November 2019 I was contacted by Matt Fitter of JLL advising that he had received a voicemail from Ian Cutts, who heads the Thames Water Team at Savills, regarding the matter. I emailed Mr Cutts to advise that I was now dealing with the matter and tried to arrange a phone call to discuss. After some further chasing I spoke with Mr Cutts by telephone on 9 January 2020. I updated him on the background to the Scheme and the SIW and the proposed use of CPO powers, but that there was a preference to agree a private treaty acquisition. Mr Cutts stated that his client would be unwilling to progress matters unless the Council would meet their fees. I responded that the Council would meet TWUL's reasonable fees and that written confirmation of this had already been provided.
- 6.82 Mr Cutts also said that there were operational land issues which would need to be overcome before TWUL could agree to a sale. I explained that it was my understanding that the land itself was not operational but that there was operational equipment in the land in the form of underground pipes. The Council was aware of this and had designed the earthworks in this location in a way that protected this equipment and that there had been ongoing liaison on technical design matters between Arup and TWUL. I said that the Council thought that it had done everything that it needed to do to protect the assets in terms of design. I confirmed that the land was to be used for flood compensation and public open space and that no buildings were to be constructed above TWUL assets

and that the Council would be willing to enter into an asset protection agreement and for restrictions to be placed on title to restrict any future use of the land that would conflict with TWUL's operational equipment.

- 6.83 I requested that Mr Cutts provide me with details of the asset protection measures that his client would require in order to progress matters. He said that he would prefer that I set out to him the measures that we were proposing to put in place in order that he could review them and decide whether they were acceptable. I said that I thought it made more sense for him to set out TWUL's requirements on the basis that they would have standard working practices and templates for them, but he said he wanted the Council to come up with a proposal, so I agreed to this approach.
- 6.84 Accordingly, I asked Arup to produce a note setting out the proposed works and asset protection measures. This took a few weeks to produce and I emailed it to Mr Cutts on 26 February 2020. I also attached a copy of JLL's offer letter of 25 June 2019. Within the covering email I repeated what I had explained on the phone in terms of the Scheme, the SIW, the proposed use of CPO and the preference for a private treaty agreement. I explained my role and repeated the previous statements regarding reimbursement of reasonable professional fees. I summarised the content of the Arup note and provided names of the TWUL engineers with whom Arup had been in contact during the design process. I confirmed that the Council wanted to ensure that appropriate asset protection measures were put in place and asked if he could provide details of any specific requirements beyond what was proposed in the Arup note, such as asset protection agreement templates and/or standard wording for restrictions to be placed on the title. I requested details of his proposed fee arrangements and suggested a meeting to progress matters.
- 6.85 I did not receive a response to this email so I sent a follow up email on 24 March 2020 requesting a response. On 30 March 2020 Mr Cutts responded stating that Savills' CPO Team would be dealing with the matter going forward, subject to payment of their fees but reserving his position on all other matters within my email. Kirk MacDiarmid and Anna Woodfield in Savills' CPO team were copied into this email. I responded to Mr Cutts on the same day, copying in his CPO colleagues, repeating earlier statements that fees would be reimbursed and requesting details of the fee basis.
- 6.86 It took a little while to agree a fee basis and estimated budget but I was subsequently able to agree this in early June 2020 and have been dealing with Anna Woodfield of Savills since then.
- 6.87 On 3 June 2020 I emailed Ms Woodfield to provide her with copies of what I considered to be the relevant previous correspondence to date. Included within the information I

provided was an email from TWUL's Development Planning department to the Council's planning department in response to the SIW Planning Application. The email considers TWUL operational matters on a point by point basis and states that it has no objection on operational grounds. A copy of this planning representation is attached at Appendix MB5. I informed Ms Woodfield that the Council is of the view that it has addressed all operational concerns. Ms Woodfield responded saying that she would review the information and progress matters.

- 6.88 Over the following two months, I sent occasional emails to Ms Woodfield asking when she would be in a position to progress matters. On 7 August 2020 I sent a brief email to advise that the Order would be made the following week and that notice would be served electronically. On 17 August 2020 I received an email from Ms Woodfield stating that TWUL does not wish to go through the compulsory purchase process and is agreeable to reaching an agreement for the sale of their land, but it is the protection of their assets and future use of the land which they are most concerned about and wish to resolve before reaching agreement on the acquisition. The email referred to the method statements that were in the course of being agreed for the ground investigation surveys that the Council were seeking to undertake on the land and suggested that a similar methodology would be appropriate for the main works. The email also requested comparable evidence to support the previous offers for the land.
- 6.89 I responded on 20 August 2020 stating that I would find out the details of the method statements for the survey work and that I would provide details of comparable evidence shortly. On 7 September 2020 Ms Woodfield emailed me to chase for the comparable evidence I had agreed to provide.
- 6.90 On 11 September 2020 I emailed Ms Woodfield to confirm that the Council agreed to putting appropriate asset protection measures in place and that these would be on similar principles to what had been agreed for the ground investigation surveys. I also provided details of comparable land transactions and put forward an improved financial offer.
- 6.91 On 16 September 2020 I attended a meeting between principals and agents. The other attendees were Paul Gardner of the Council, Eliot Williams the Head of Property at TWUL, and Ms Woodfield. During the meeting we discussed the current status of the Order, the ground investigation surveys and the negotiations for private treaty acquisition. During the meeting I confirmed that the Council would meet TWUL's asset protection requirements and suggested that the best way to deal with this would be if they could set out to the Council what those requirements were in order that we could meet them.

- 6.92 On 28 September 2020 Ms Woodfield emailed me to advise that she had submitted an objection to the Order on behalf of TWUL but that they would like to work with the Council to address their concerns and reach an agreement at which point they would withdraw their objection. I acknowledged on the same day to thank her for letting me know and repeating earlier statements that I had made that it would be easier for us to address their asset protection concerns if they could set them out to us.
- 6.93 On 2 October 2020 Ms Woodfield responded with some bullet points of what would need to be included within the asset protection arrangements.
- 6.94 On 27 October 2020 Ms Woodfield put forward a financial proposal for the sale of the land on a without prejudice basis. On 2 November 2020 I put forward an improved financial offer. I also provided an update on the asset protection issue stating that I was not in a position to put forward a specific proposal on asset protection but that for the purposes of our discussions we should assume that the Council will meet all of TWUL's asset protection requirements.
- 6.95 Between November 2020 and January 2021 there were a number of emails between Ms Woodfield and I relating to other land owned by TWUL in the area. TWUL were enquiring whether the Council would be interested in acquiring other land in addition to the land within the Order. On 12 January 2021 I advised Ms Woodfield that the Council did not want to acquire the additional land and repeated the offer in respect of the land within the Order.
- 6.96 On 22 January 2021 I spoke with Ms Woodfield on the phone and put forward an improved financial proposal. She requested that I put the improved offer in writing which I subsequently did on 27 January 2021. Since I put forward the latest improved offer the majority of correspondence has related to asset protection measures and on 2 February 2021 Ms Woodfield provided a template of proposed restrictions and reservations to be placed over the land above the TWUL assets.
- 6.97 On 12 February a meeting took place to discuss asset protection matters. Attendees for the Council were myself, Joe Nunan of Arup and Kaily Player of Turner and Townsend. Attendees for TWUL were Anna Woodfield, Ian Cutts and Dipak Goel of Savills. We discussed the wording of the restrictions and reservations template which had been issued in advance of the meeting. In particular, there were some areas where the Council team felt that some slight variations to the proposed wording would be required but that this would not dilute the asset protection objectives. Mr Goel agreed that some variations could be incorporated, and it was agreed that the Council's team would produce a mark-up of the document and send it back to Ms Woodfield.

- 6.98 At the same meeting there was a brief discussion about the proposed financial terms of the acquisition and Mr Cutts and Ms Woodfield confirmed that my most recent financial offer of 27 January 2021 had been agreed by TWUL. Mr Cutts confirmed that TWUL were keen to progress the agreement in advance of the CPO inquiry. It was agreed that I would draft up some Heads of Terms and issue them to Ms Woodfield. I subsequently did this after taking client's instructions and emailed the draft Heads of Terms to Ms Woodfield on 17 February 2021, stating that the mark-up of the asset protection document would follow.
- 6.99 I emailed the marked-up asset protection document to Ms Woodfield on 26 February 2021.
- 6.100 At the time of writing this proof we are very close to agreeing terms for a private treaty acquisition of the land from TWUL. The financial terms of the acquisition have been agreed, subject to contract and formal approvals, and Heads of Terms have been drafted. The majority of the asset protection measures are agreed and we are close to agreeing the last few remaining points.
- 6.101 The Council remains committed to the acquisition of the land by private treaty and I am very optimistic that an agreement will be reached. TWUL have confirmed that they will withdraw their objection on exchange of contract and both parties are aiming to achieve this prior the CPO inquiry.
- 6.102 The Council will provide an update on the progress of these negotiations at the public inquiry.

Summary and Conclusion

- 6.103 TWUL's objections are principally based on requiring that sufficient safeguards are put in place to ensure that their assets, comprising underground pipes, are adequately protected. The Council's design team has liaised with TWUL and is aware of the TWUL assets that exist in the land. This liaison will continue leading up to and during the works on the land. No construction or piling is proposed on the land. The proposed works comprise earthworks to provide compensatory flood storage as part of the approved flood mitigation strategy and the creation of a public open space. The earthworks have been designed so as not to affect the underground pipes.
- 6.104 The Council has confirmed to TWUL that both the design and subsequent delivery of the SIW will be undertaken in a way that protects their existing assets and that they will abide by all relevant TWUL required working practices and health and safety requirements. The details of TWUL's asset protection requirements are being

negotiated between the respective technical advisors for the Council and TWUL and are very close to agreement.

- 6.105 The objection also states that there have been inadequate attempts at engagement by the Council. Arup have been engaging with TWUL engineers on design matters since October 2018. I first contacted TWUL with a view to progressing a private treaty acquisition in September 2016. Attempts to progress negotiations with TWUL's agent, Savills, to acquire the land by agreement have been ongoing since November 2018. These were initially progressed on the Council's behalf by JLL and then by me from July 2019.
- 6.106 Savills have confirmed, on TWUL's behalf, that they are willing to sell the land by agreement provided appropriate asset protection measures are put in place, and the Council has confirmed that such measures will be put in place. The financial terms have been agreed and draft Heads of Terms have been drawn up, which incorporate asset protection measures in accordance with TWUL's requirements.
- 6.107 It is the Council's strong preference that an acquisition can take place by agreement without recourse to the Order and negotiations are being progressed to try to achieve this. The negotiations are at an advanced stage and I am optimistic that an agreement will be reached. However, the Council still requires the Order to provide the certainty that the required land and rights can be secured.

Objection 4 – Canal and River Trust, Land to the West of the River Lee Navigation Canal, Parts of the Towpath on the East Side of the River Lee Navigation Canal and Rights in Airspace above the River Lee Navigation Canal (Plots 101, 102, 104, 105, 106, 109, 112 and 113)

- 6.108 The Canal and River Trust (“CRT”) is a charitable organisation responsible for 2,000 miles of waterways across England and Wales. One of its stated objectives is to preserve, protect, operate and manage inland waterways for public benefit.
- 6.109 CRT owns the River Lee Navigation Canal (the “Canal”) which runs from North to South and dissects Meridian Water. CRT owns the towpath which runs along the east side of the Canal (the “Towpath”) and an area of undeveloped grassland on the west side of the Canal.
- 6.110 The land and rights required from CRT within the Order are summarised in the table below.

Land Acquisition Plots (Pink Land)

Plot	Description of Land	Purpose of Acquisition
101	2,475m ² of scrubland and riverbank	Construction of western abutment of bridge crossing for Central Spine Road. Remediation and earthworks to raise land above flood levels to enable development.
106	58m ² of towpath adjacent to east bank of the Canal.	No physical works to be undertaken on land. Requirement to ensure no future changes in ground level of this plot as part of flood mitigation strategy. Further explanation at paragraphs 6.111 to 6.113 below.
113	258m ² of Towpath Road adjacent to the towpath on east bank of the Canal.	Alterations ground level to tie in with ground levels of flood mitigation barrier to be constructed on adjoining land (plot 112). Requirement to ensure no future changes in ground level of this plot as part of flood mitigation strategy as for plot 106.

6.111 Plots 106 and 113 are not required permanently. In the case of plot 106 no works are intended on the plot and in the case of plot 113 the works are limited to altering the ground level to tie in with the ground level on the adjoining plot 112 upon which a flood mitigation barrier is to be constructed.

6.112 The flood mitigation strategy for the Scheme requires that the ground levels of these two plots cannot be changed on completion of the works. Further details of this are provided in the evidence of Joe Nunan. The Council has no need or desire to own these plots but needs to ensure a mechanism is in place to prevent changes to the ground level in the future. This could be achieved without the need to acquire the land if an agreement could be reached with CRT whereby they agree to the imposition of restrictions over the land to prevent future changes in ground level. Such an imposition would be entirely consistent with the existing use of the two plots as part of the Towpath and Towpath Road respectively.

6.113 The imposition of restrictions, as opposed to the creation of new rights, is not achievable by the use of statutory powers. Therefore, in the absence of agreement, the only way in which the restrictions can be imposed upon the land is by compulsorily acquiring the land and then offering to convey it back to CRT with restrictions on the title to prevent future changes in ground level. It remains the Council's preference to reach an

agreement with CRT but the land has been included in the Order to accommodate the possibility that an agreement cannot be reached.

New Rights Plots (Blue Land)

Plot	Description of Land	Purpose of Acquisition
102	56m ² strip across Canal adjoining route of proposed bridge crossing.	Access rights for construction of bridge in adjoining airspace (plot 104) and future maintenance.
104	318m ² strip across Canal in location of proposed bridge crossing.	Rights to construct, use, inspect, repair and maintain Central Spine Road bridge over Canal in perpetuity.
105	56m ² strip across Canal adjoining route of proposed bridge crossing.	Access rights for construction of bridge in adjoining airspace (plot 104) and future maintenance.
109	130m ² of towpath adjacent to east bank of the Canal.	Rights to construct, use, inspect, repair and maintain Central Spine Road bridge over Canal in perpetuity. Rights to undertake hard landscaping works comprising surface improvements to footpath and construct a flood mitigation barrier.
112	277m ² of towpath adjacent to east bank of the Canal.	Rights to construct a flood mitigation barrier.

6.114 Plot 104 is required for the Central Spine Road bridge over the Canal. This has been included in the Order as rights in perpetuity as the compulsory purchase powers in the Town and Country Planning Act 1990 do not provide for the acquisition of strata in land. The Council's preference would be to acquire a land interest and the negotiations have been based on a 999 year lease at a peppercorn rent. Further details of this and the attempts to achieve a negotiated agreement are provided below under the subheading 'Contact with Objector'.

Grounds of Objection

6.115 The objection letter starts with a brief description of CRT and states that one of its objectives is "to preserve, protect, operate and manage inland waterways for public benefit" and that its vision is for "living waterways that transform places and enrich lives". The Council's proposals under the SIW and the Scheme are entirely consistent with CRT's stated objectives and vision.

6.116 The objection provides some helpful background about the formation of CRT and its charitable status and the obligations that it needs to comply with prior to any land

disposal including a requirement to obtain DEFRA consent. It refers to CRT's status as a statutory undertaker and that it considers that the proposed compulsory acquisition of land would be likely to have a serious detriment to the carrying on of CRT's undertaking and that it requests that the Secretary of State considers the application of section 16 of the 1981 Act.

6.117 I disagree that the proposed acquisition of the land for the Council's proposals would have a serious detrimental impact on CRT's ability to carry on its undertaking and I believe this will be apparent from the Council's responses to the grounds of objection. Furthermore, the evidence of Joe Nunan describes the works proposed on CRT's land and it is apparent from this that the works will not adversely affect CRT's future use of the land.

6.118 The grounds of objection, and my response, are summarised as follows:

6.118.1 **Objection:** The Council has failed to demonstrate why the land is required.

6.118.2 **Response:** The land is required to undertake the works summarised at paragraphs 6.110 to 6.114 and described in greater detail in the evidence of Joe Nunan.

6.118.3 **Objection:** The Council has failed to demonstrate proper consideration of alternatives.

6.118.4 **Response:** A detailed response to this objection is provided in the evidence of Joe Nunan and Mike Savage, but can be summarised as follows. The main impact upon the CRT is the requirement to build a bridge across the Canal which affects plots 102, 104, 105 and 109. Given that the Canal is a linear structure that spans the full width of Meridian Water there is no alternative but to bridge across it somewhere along its length. The bridge will form part of the Central Spine Road which will run from Glover Drive in the west to Harbet Road in the east. The proposed location of the Central Spine Road has been chosen as it accords with adopted planning policy and takes into account the existing layout of the area, following the existing route of Glover Drive, which forms its western section, and passing between the existing Tesco and IKEA stores with minimal impact upon them. CRT has not stated that it has any particular objection to the proposed location or suggested any alternative. Similarly, CRT has not suggested any alternative to the works proposed at plots 106, 109, 112 and 113 which relate to the flood mitigation strategy. The location of these works is determined by the technical requirement to most efficiently deliver the flood risk solution. Plot 101 is required for remediation and earthworks to enable development of the land in conjunction with adjoining land. There is no alternative way of delivering the development proposed here.

6.118.5 **Objection:** Failed to seek acquisitions by agreement.

- 6.118.6 **Response:** This assertion is rejected. Details of the attempts to acquire the required interests and rights by agreement are summarised below under the subheading 'Contact with Objector'.
- 6.118.7 **Objection:** The Council has failed to identify and assess the potential impacts on CRT's management and maintenance of its estate.
- 6.118.8 **Response:** The Council's design team liaised with CRT during the design process. CRT made representations to the ELAAP and the planning application for the SIW Planning Application. The ELAAP was adopted and the SIW Planning Application was granted, each having regard to the representations from CRT. The proposed acquisitions and subsequent works to be undertaken will not have any material impact on the management and maintenance of CRT's estate. There will be no material impact on the operation of the Canal and the adjoining towpath on completion of the proposed works. There may be a minor impact during construction as temporary closures may be required but these will be undertaken in accordance with CRT's published code of practice.
- 6.118.9 **Objection:** CRT has engaged with consultations on planning policy and planning applications relating to Meridian Water. Whilst CRT has no objection to the principle of regeneration, it raises concerns regarding the impact on its operations.
- 6.118.10 **Response:** The planning application process is explained in the evidence of Paul Jarvis. In summary, CRT's representations to the planning application were taken into account by the planning authority to the extent they were considered appropriate and addressed by conditions. As stated above, the ELAAP has been adopted and the SIW Planning Permission has been granted having regard to CRT's representations. Neither the adoption of the ELAAP nor the granting of the SIW Planning Permission have been challenged. It is not appropriate to revisit these planning matters within the CPO process.
- 6.118.11 **Objection:** CRT has requested details of the delivery proposals for Phase Two of the Scheme.
- 6.118.12 **Response:** As explained in greater detail in the evidence of Peter George and Stephen Armitage, the Council is satisfied that, following delivery of the SIW, the Phase Two development, and the subsequent phases of the Scheme, will be financially viable and intends to deliver them through a combination of competitive disposals to developers and direct delivery.
- 6.118.13 **Objection:** CRT has requested clarification of funding in light of the Covid-19 pandemic.
- 6.118.14 **Response:** This is explained in the evidence of John Reid and Peter George, but in summary, land acquisitions will be funded from the Council's general fund and provision has been made for this. The SIW will be funded by HIF funding secured from MHCLG. Both of these sources of funding are unaffected by the pandemic.

- 6.118.15 **Objection:** The CPO does not contain all of the rights required to implement the SIW Planning Permission, namely the CPO does not include rights of access to undertake surveys of the Canal wall as required by planning condition.
- 6.118.16 **Response:** The planning condition requiring survey of the Canal wall is intended protect CRT's property and was included in response to CRT's representations to the SIW Planning Application. The objection seems to be suggesting that the Order does not include sufficient rights to undertake surveys which, if true, would present a potential impediment to delivery of the SIW. It is not clear from the objection whether CRT are suggesting that they would not allow the Council access to undertake the survey. It would appear illogical for CRT to adopt this position given that the survey is intended to protect their position and respond to representations they made to the planning application and which are raised in their objection to the Order. Notwithstanding this, the Council is satisfied that it has powers to take access to undertake these surveys under the powers sought under the Order. In the event that any surveys are required on land which falls outside of the Order Land, the Council can rely on other powers of entry for survey.
- 6.118.17 **Objection:** Details are requested of construction timescales, specifically in relation to the flood mitigation barrier which is the subject of a separate planning permission linking delivery to completion of the flood conveyance channel.
- 6.118.18 **Response:** The Council is in the process of appointing a contractor for the SIW, details of which are set out in the evidence of John Reid. The construction programme will factor in constraints imposed by planning conditions. The Council will ensure that the programming of the SIW will accommodate commencement of the flood mitigation barrier after completion of the flood conveyance channel but before the permission lapses. The Council and its contractor will liaise with CRT, and other neighbouring landowners, prior to and during the works to keep them informed of when the works are intended to start, when they have commenced and when they expect them to be completed.
- 6.118.19 **Objection:** The Council's basis of valuation underpinning negotiations is incorrect with reference to sections 6A to 6E of the Land Compensation Act 1961 and the identification of the "Scheme".
- 6.118.20 **Response:** I disagree with this and have set out my position on this in writing to CRT's agent. I disagree with the CRT's agent's interpretation. Details of my contact with the agent are provided below under the subheading 'Contact with Objector' where I discuss the attempts to acquire the land and rights by agreement. In any event this is a valuation matter and is not relevant to the question of whether or not the Order should be confirmed. Questions of valuation are matters for the Upper Tribunal (Lands Chamber) and should not be resolved through the CPO inquiry process. During my negotiations I have suggested that the required land interests and rights could be transferred with a

contractual mechanism to refer compensation disputes to the Upper Tribunal, but CRT did not respond to this proposal.

6.118.21 **Objection:** The scope of the Order is excessive in the acquisition of freehold land rather than rights.

6.118.22 **Response:** Careful consideration as to the extent of land and rights required for the SIW has been undertaken by the Council's professional team. This was determined via a number of plot review meetings which I attended with Council officers, Arup, KCA, Stace and Trowers. The Council has sought to proceed by way of the minimum intervention required to achieve its objectives under the Order. As detailed at paragraphs 6.111 to 6.113, it has been necessary to include plots 106 and 113 for acquisition as the Council needs to be able to control the ground level of these two plots in the future as part of the flood mitigation strategy. It is not possible to achieve this via new rights. The Council's preference would be to reach an agreement whereby the ownership of the plots remained with CRT subject to the imposition of a covenant to restrict change in ground levels, however, it has not so far been possible to achieve this and it has therefore been necessary to include these plots for acquisition in the Order. Contrary to what is said in the objection, the reason for this approach has been explained both orally and in writing to CRT's agent on a number of occasions. I attach at Appendix MB6 copies of various emails to CRT's agent that demonstrate this. The objection states that there has been no recognition of the potential implications of the bridge works on CRT's continued maintenance and use of the Canal nor of the structural and environmental risks which may arise. These are matters which were considered at the planning application stage and dealt with by way of planning conditions. The objection states that these are matters which would be better dealt with by agreement. Terms have recently been agreed between the Council and CRT for the acquisition of the land and rights required. This agreement includes provisions which will allow these plots to remain in the ownership of CRT subject to CRT agreeing the imposition of restrictions which would obviate the need to acquire this land. Both parties have instructed solicitors to conclude the contractual arrangements and I am optimistic that the agreement will exchange shortly. However, the Council needs to retain the ability to acquire this land by compulsion, so nevertheless seeks the confirmation of the Order.

6.118.23 **Objection:** CRT seeks clarification of whether rights of discharge or drainage into the Canal are required. It also seeks clarification as to what modelling has been undertaken in respect of anticipated water levels.

6.118.24 **Response:** This is dealt with in greater detail in the evidence of Joe Nunan, but in summary it is likely that rights of discharge into the Canal will be required and meetings have been held with CRT to discuss the storm water drainage strategy for the site. The arrangement and volume of the discharges will be developed at the detailed design stage and an application will be made to CRT in the normal way at this time. The detailed design and implementation of the

drainage strategy will be undertaken in accordance with the CRT Code of Practice.

6.118.25 **Objection:** The proposed extent of the compulsory acquisition will prejudice CRT's ability to properly manage its estate and the operation and maintenance of the waterways and adjoining land and generally perform its statutory functions.

6.118.26 **Response:** I disagree with this statement. The access to the land and therefore the ability to manage and maintain it will not be materially different to the position that exists at present. The proposed bridge crossing for the Central Spine Road will have a greater clearance than the existing A406 bridges further north and CRT will have full access to the Canal and towpath beneath the bridge. There will be a minor impact during construction as some temporary closures may be required. This will be managed in accordance with the CRT Code of Practice. There will be no change in access to the Towpath. There will be some hard landscaping works and the construction of a flood mitigation barrier. All works will be undertaken in accordance with planning permission which includes conditions to reflect CRT's representations. The detailed design and the carrying out of the works will be undertaken in accordance with CRT's Code of Practice.

6.118.27 **Objection:** It is unclear how CRT's future use of the land can be guaranteed.

6.118.28 **Response:** This ground of objection is very similar to the previous one. As stated above, the proposed works will have minimal impact on CRT's assets and, accordingly, will not have any adverse impact on the continued use of these assets in the future. The main piece of infrastructure is the bridge over the Canal which will not be physically in contact any of CRT's operational assets. It will oversail above the Canal and Towpath. The bridge footings will be on land beyond CRT's ownership. Plot 101 is on the "offside" of the Canal. It is not publicly accessible and currently comprises a narrow strip of scrubland between the Canal and former industrial premises. This will be landscaped as part of the Phase Two development.

6.118.29 As explained above, plots 106 and 113 have been included for acquisition in the Order as the Council needs to guarantee that ground levels are maintained in the future in accordance with the wider flood mitigation strategy. During my negotiations with CRT and their agent I have informed them both verbally and in writing on a number of occasions that the Council does not need to own this land and would prefer for the ownership to remain with CRT. This will require CRT to agree to have a covenant placed across these land parcels preventing any future change in ground level. The continued use of these parcels of land as part of the towpath will be completely unaffected.

6.118.30 Finally, the rights being sought are to construct a flood barrier and undertake surface improvement works to the existing Towpath. The proposed flood barrier will be formed by installing a solid infill panel to the existing vehicle crash barrier along Towpath Road which will increase the width of the crash barrier by approximately 50mm and will be approximately 500mm high. It will

not have any impact on the continued use and operation of the Towpath or the Canal. The flood barrier was subject to a separate planning application and planning permission has been granted. CRT were consulted on the proposals prior to submission of the application and confirmed that they were acceptable. I emailed a drawing showing the details of the proposed flood barrier to CRT's surveyors, Russell Mills and Kevin Hopkinson, on 28 February 2020.

6.118.31 **Objection:** CRT's potential future use of the land for the furtherance of its objectives, for example by the creation or improvement of mooring, will be circumscribed by the Order.

6.118.32 **Response:** As described above, the proposed works will have minimal impact on CRT's assets or the continuation of the existing uses in the future. For the same reasons, they will not curtail any proposed future uses of CRT's land. The Scheme will regenerate and improve the area surrounding the Canal. This will not curtail potential future uses of CRT's land. On the contrary it should create new opportunities and is likely to improve public access to the Canal. Indeed, discussions have been taking place between the Council and CRT to explore potential new opportunities and discuss initiatives to enhance public access to the Canal and towpath.

Contact with the Objector

6.119 My first contact with CRT was in August 2019 but there had previously been contact directly via Council officers and Arup which was principally focussed on matters of design.

6.120 On 21 August 2019 I attended a meeting at CRT's offices with Paul Gardner of the Council and Bernadette McNicholas (Senior Estates Surveyor) and Steve Craddock (Planning Manager) of CRT. Prior to the meeting I sent an ITT letter via email to Ms McNicholas and copied to Mr Craddock on 16 August 2019 to introduce myself and provide background information about the Scheme and the SIW and details of the interests and rights that the Council would like to acquire from CRT by reference to drawings. I referred to the potential use of compulsory purchase powers but stated that it was the Council's preference to acquire land and rights by agreement. I explained that the CPO process would be promoted in parallel with the negotiations but would only be used as a last resort if an acquisition by agreement could not be achieved. I stated that the purchase price for the land would be based on the compensation entitlement which could include costs or losses arising as a consequence of the acquisition in addition to market value, and I confirmed that the Council would pay CRT's reasonable surveyor's fees for negotiating an agreement and solicitor's fees for dealing with the relevant documentation.

6.121 The meeting subsequently went ahead on 21 August 2019 and I was able to talk through the content of my earlier letter. With regard to the proposed bridge crossing, I

stated that the Council would like to acquire the freehold interest in the strata of airspace required for the bridge. Ms McNicholas stated that there would be objection to the disposal of a freehold interest in airspace above the Canal but that it was their usual policy in such scenarios to proceed by way of the grant of a 999 year lease at a peppercorn rent. I agreed that this should be acceptable to the Council.

- 6.122 Ms McNicholas stated that there was agreement in principle to CRT disposing of the land on the west bank of the Canal as this does not form part of the Canal's towpath. With regard the land on the east bank of the Canal I explained that the Council was not seeking to acquire this land but required access to undertake works. Ms McNicholas said CRT would oppose the sale of this land as it forms part of the Canal towpath but that they would agree to grant access undertake works.
- 6.123 There was discussion about the works proposed and the rights that would be required to undertake the works. Ms McNicholas stated that, as a general policy, CRT would be supportive of anything that improves and / or tidies up their land but opposed to anything that affects public access to the Towpath.
- 6.124 Ms McNicholas explained that the land formed part of the Infrastructure Trust Property ("ITP") and that any disposal requires DEFRA approval, and CRT board approval which will require a Charities Act Report undertaken by an external valuer. Ms McNicholas requested an undertaking for the external valuer's fees which I confirmed agreement to, subject to approval of the fee basis. At the time of the meeting CRT had not yet appointed a valuer.
- 6.125 CRT instructed Kevin Hopkinson of Commercial Property Real Estate ("CPRE") as its valuer on 4 September 2019 and I confirmed his fee basis, on behalf of the Council, on 1 October 2019.
- 6.126 On 27 November 2019 I emailed Mr Hopkinson a drawing which identified the land interests and rights required from CRT. Within the covering email I stated that the Council was agreeable to the bridge crossing being secured via a 999 year lease, as had been proposed by CRT. With regard to the land on the east side of the Canal I explained that the Council needed to be able to control ground levels as part of flood mitigation strategy but did not need to own the land to achieve this provided sufficient controls could be put in place by agreement.
- 6.127 On 9 December 2019 I received a phone call from Mr Hopkinson's colleague, Russel Mills, stating that he would be dealing with the matter going forward and arranging a site visit and meeting for 12 December 2019. At the meeting Mr Mills requested further information about the proposed works and the programme for undertaking the works. It took a little while to gather this information as the precise boundaries of the areas of

land required were being reviewed by the Council's design team. On 28 February 2020 I emailed Mr Mills a package of information identifying plot boundaries, site areas, and a description of the works proposed. I repeated earlier statements about the preference to proceed by way of agreement for a 999 year lease for the bridge crossing and to reach agreement whereby the plots on the east side of the Canal remained in the ownership of CRT subject to an agreement that allowed the Council to undertake the works and restricted future alterations to ground levels.

- 6.128 On 30 March 2020 I had a telephone conversation with Mr Mills in which he confirmed that CRT did not have any objection in principle to the Council's proposals. During this conversation we discussed the approach to assessment of compensation and it became apparent that there was a fundamental difference in views as to how the bridge crossing should be valued. Mr Mills said that his client was of the view that the bridge crossing had a significant value, although he did not state what this was. I expressed the view that the bridge crossing had a much lower value on the basis it has no existing use value and that a ransom or marriage value approach was not appropriate as the bridge crossing alone does not unlock value on other land. We also discussed the approach to valuation of the land on either side of the Canal where we both agreed that this should be valued on an "amenity value" basis. Therefore, it became clear at this point that there was a disagreement between us as to the approach to valuing the bridge crossing.
- 6.129 On 7 April 2020 Mr Mills sent me an email setting out his approach to valuation. It is not appropriate for me to refer to the content as the email was marked without prejudice. I responded on 14 April 2020 explaining why I did not agree with his approach and explaining what I considered to be the appropriate approach.
- 6.130 On 5 June 2020 I sent an email to Mr Mills and Mr Hopkinson setting out at some length what I considered to be the correct approach to assessing compensation and putting forward a financial offer for the land and rights required.
- 6.131 On 15 July 2020 I sent an email to Mr Mills and Mr Hopkinson to provide an update on the estimated timescale for making the Order and to clarify the approach to compulsorily acquiring the land and rights required for the bridge crossing. It had originally been intended that the Council would acquire the freehold interest in the strata of airspace required for the bridge, but that following legal advice, this would now occur by way of acquisition of new rights instead. Notwithstanding this, it remained the Council's preference to agree a 999 year lease at a peppercorn. I repeated earlier statements about not needing to acquire the land on the east side of the Canal if agreement could be reached to control ground levels. Within this email I also put forward a proposal that, given the difference of approach to assessing compensation, we could enter into a "compensation contract" which would enable all elements of the contract relating to the

proposed land dealings to be agreed with the exception of the financial consideration which could be agreed at a later date or, in the absence of agreement, be referred to a third party process or the Upper Tribunal for determination.

- 6.132 On 24 July 2020 Mr Hopkinson wrote to me countering my approach to compensation and stating that it was clear that a ransom approach was relevant. The letter stated that CRT was keen to continue to engage to reach a negotiated agreement. The letter also said that CRT would like to work with the Council to enable the continued use and enjoyment of the Canal and that there may be opportunities to enhance the Canal setting that CRT would like to explore further with the Council.
- 6.133 Since then, negotiations have continued and a number of offers and counter-offers were exchanged between September 2020 and January 2021. The negotiations culminated in an agreement of financial terms on 4 February 2021 and subsequent agreement of Heads of Terms, subject to contract and formal approvals, on 15 February 2021.
- 6.134 Solicitors have been instructed to document the agreement reached. CRT have agreed to withdraw their objection to the Order and the Open Space application on exchange of contracts. Both parties are aiming to achieve this prior the CPO inquiry.
- 6.135 The Council will provide an update on the progress of these negotiations at the public inquiry.

Summary and Conclusion

- 6.136 All of the grounds of objection raised by CRT have been addressed, and the Order can be implemented to deliver the SIW without any adverse impact on CRT or its undertaking. Heads of Terms have been agreed, subject to contract, for the acquisition of land interests and the grant of new rights which the Council require and solicitors have been instructed by both the Council and CRT to complete the agreement. CRT have confirmed that they will withdraw their objection to the Order and the Open Space application on exchange of contracts. I am optimistic that this will be achieved prior to the CPO inquiry, but the Council still requires the Order to provide the certainty that the land and rights can be secured.

Objection 5 – Tesco Stores Limited, Land adjoining Tesco Store, 1 Glover Drive (Plots 6, 7 and 12)

- 6.137 Tesco Stores Ltd (“**Tesco**”) is a supermarket operator and operates the Tesco Extra store at 1 Glover Drive (the “**Tesco Store**”). In addition to the store, the Tesco Store includes a customer car park, petrol filling station and car wash, and ancillary land.

6.138 Tesco owns the freehold interest in the Tesco Store which is subject to a 999 year headlease to BS Pension Fund Trustee Limited (“**BSPF**”) at a fixed ground rent of £2 per annum. Tesco occupies the Tesco Store by way of an occupational sublease from BSPF for a term of 25 years from 3 June 2011. The demised areas of the headlease and the sublease are the same.

6.139 I am aware Tesco has its own ambitions to undertake a residential led mixed-use redevelopment of the Tesco Store which would involve re-provision of the existing store. Such a redevelopment could only be achieved by agreement with BSPF who own the intermediate interest between the two Tesco interests. I understand BSPF are supportive of the redevelopment proposals. The objection acknowledges that highway improvements, consistent with what the Council intends to deliver as part of the SIW, are required as part of Tesco’s redevelopment proposals. The SIW and the Scheme are consistent with, and effectively ‘support’, Tesco’s ambitions for the Tesco Store.

6.140 Land along the southern and eastern boundaries of the Tesco Store is required for the SIW. In addition, the Council requires temporary rights of access onto a strip of land adjacent to the land to be acquired in order to undertake the works.

6.141 The land and rights required are summarised as follows:

Plot	Description of Land	Purpose of Acquisition
7 (Pink Land)	345m ² strip along southern boundary adjoining Glover Drive currently forming access way and pavement.	Road improvement works are to be undertaken to Glover Drive which will form the western end of the Central Spine Road. These works will require minor modification to the kerb line on the north side of Glover Drive, which includes two entry/exit points to the Tesco Store.
12 (Pink Land)	714m ² strip along eastern boundary currently forming private road, accessway and grassed area.	Alteration to the existing road network to provide a new two way North South Link Road running between Argon Road and Glover Drive.
6 (Blue Land)	1,390m ² strip along southern and eastern boundaries comprising grassed areas, accessways and part of the petrol station forecourt	Temporary access to undertake the abovementioned works on the adjoining pink land, and also to undertake works and alterations to the existing pedestrian and vehicular access routes on the blue land to tie them in to the new road layout.

6.142 Further information regarding the proposed works and the manner in which they will be undertaken is provided in the evidence of Joe Nunan and Mike Savage.

Grounds of Objection

6.143 It is noted that Tesco considers the Council's proposals for Meridian Water to be important and laudable, and that it has no in principle objection to the Scheme. The objection letter refers to the ongoing meaningful negotiations which have been ongoing for some time between myself and Tesco's agent to achieve a negotiated agreement.

6.144 The grounds of objection, and my response, are summarised as follows:

6.144.1 **Objection**: Plot 6 is shown coloured pink on the Order Land, but it should be blue.

6.144.2 **Response**: This is not correct. It is coloured blue.

6.144.3 **Objection**: Tesco has rights of access over Plots 1, 8 and 9 which should have been recorded in Table 2 of the Order but have not been.

6.144.4 **Response**: The Council conducted diligent enquiries prior to the making of the Order. This exercise was undertaken on its behalf by TerraQuest, a specialist Land Referencing Agent. TerraQuest undertook title searches and sent land information questionnaires to affected parties, including Tesco. TerraQuest have informed me that Tesco did not respond to the questionnaire. Contrary to what is stated in the objection, Tesco are recorded in Table 2 as having rights of access over plots 8 and 9. There will be no material impact on these rights as a result of the implementation of the Order. Plot 1 forms part of an adopted highway and therefore any rights of access previously held would have ceased when the road was adopted. Tesco's access over this road will not be materially affected by the implementation of the Order.

6.144.5 **Objection**: The land included in the Order comprises the existing access points into the Tesco Store. The Order Land also includes areas of existing access roads, which lead to the Tesco Store. Tesco is concerned that the acquisition of land which provides access to the Tesco Store would have an adverse impact on its existing business operations.

6.144.6 **Response**: The Council is aware of the existing access arrangements for the Tesco Store and understands the importance of them to Tesco's operations. The works will be undertaken in a manner which minimises any potential disruption, and access to the Tesco Store will be maintained at all times. The works to the roads surrounding the Tesco Store are intended to improve the road network. On completion of the works the access to the Tesco Store will be of at least equivalent quality to the existing arrangements. Negotiations have been ongoing with Tesco for approximately 18 months and we have recently agreed terms which provide Tesco with the assurances they are seeking regarding maintenance of access during the works. It is hoped that this agreement can be completed soon, but in the event that the contractual agreement is not concluded the Council is willing to provide a formal undertaking to preserve access. The land acquisition and delivery of the SIW

can be undertaken without any material adverse impact on Tesco's operations whether it occurs by agreement or compulsion.

- 6.144.7 **Objection**: Certainty that any adverse impact on Tesco's existing operations is avoided can only be achieved by way of a private treaty agreement and not by use of CPO powers.
- 6.144.8 **Response**: The Council's clearly stated preference is to reach a private treaty agreement with Tesco, and negotiations have been progressed over approximately 18 months to achieve this. Further details of these negotiations are set out below under the subheading 'Contact with Objector'. Heads of Terms have recently been agreed and it is anticipated that the contractual arrangements will be completed which will obviate the need to implement the Order in relation to Tesco's land. Whilst this remains the preference, the Council requires the Order to provide the certainty that the land can be compulsorily acquired in a timely manner in the event that the contractual agreement is not concluded or is unenforceable for any reason. As stated in response to the previous ground of objection, the works will be undertaken in a way that preserves access to the Tesco Store and the Council will provide an undertaking to this effect if private agreement is not concluded.
- 6.144.9 **Objection**: Impact on Tesco/BSPF's redevelopment ambitions if the Order is implemented but the SIW are not delivered. This is on the basis that Tesco's proposed redevelopment would require highways improvements on the land which is to be acquired. The highways improvements proposed as part of the SIW would meet these requirements. However, Tesco are concerned that if the land is acquired but the SIW are not delivered it would adversely impact upon their ability to undertake a redevelopment.
- 6.144.10 **Response**: This concern has been raised during my negotiations with Tesco's agent. Accordingly, the Heads of Terms which have been agreed include the ability for the land to be transferred back to Tesco in the event that the Council does not undertake the works within prescribed time periods. This provision addresses this issue. In the unlikely event that an agreement incorporating this clause is not completed and the land is compulsorily acquired, the Council will provide an undertaking to this effect.
- 6.144.11 **Objection**: Risk of Business Disruption and Adverse Impact on Tesco's own redevelopment proposals is so severe that it requires reconsideration of the justification for using CPO powers.
- 6.144.12 **Response**: As previously stated the Order can be implemented and the SIW delivered in a manner which maintains access to the Tesco Store throughout the works. On completion of the works the access arrangements to the Tesco Store will be of at least equivalent quality to what exists at present. This can be achieved by agreement or the exercise of CPO powers. The Council's strong preference is for an agreement but it needs to cater for the unlikely event that the agreement does not complete. The Council was aware of the relevant factors when it took the decision to authorise the making of the Order. The Council does not consider there is any need for reconsideration of the CPO

justification. This will be subject to independent consideration at the CPO inquiry.

Contact with the Objector

- 6.145 My first contact with Tesco was in August 2019 but there had previously been contact directly via Council officers and Arup which was principally focussed on matters of design.
- 6.146 On 14 August 2019 I emailed an ITT letter to Ian Lawrence, Property Development Executive at Tesco. The purpose of the letter was to introduce myself and provide background information about the Scheme and the SIW and details of the interests and rights that the Council would like to acquire from Tesco. I referred to the potential use of compulsory purchase powers but stated that it was the Council's preference to acquire land and rights by agreement. I explained that the CPO process would be promoted in parallel with the negotiations but would only be used as a last resort if an acquisition by agreement could not be achieved. I stated that the purchase price for the land would be based on compensation entitlement which could include costs or losses arising as a consequence of the acquisition in addition to market value, and I confirmed that the Council would pay Tesco's reasonable surveyor's fees for negotiating an agreement and solicitor's fees for dealing with the relevant documentation.
- 6.147 Mr Lawrence responded on the same day and requested that I liaise with his property advisor, Richard Garside of GL Hearn, who subsequently advised me that his CPO colleague, David Conboy, would be dealing with the matter.
- 6.148 Over the period to the end of 2019 I had contact with all three: Ian Lawrence; Richard Garside; and David Conboy. It was explained to me that Tesco had ambitions to undertake a residential led mixed-use development of the Tesco Store which would include the construction of a replacement Tesco Store and additional residential units. The redevelopment proposals would require the agreement of BSPF who owned the long leasehold interest which sits between the two Tesco interests.
- 6.149 My initial letter and email to Mr Lawrence of 14 August 2019 included a drawing showing the land and rights which the Council was seeking to acquire from Tesco. On 16 September Mr Lawrence requested that I send him a copy of the drawing in CAD format so that Tesco's architects could overlay this on to their scheme designs. In the interim period between the request for the plan and me providing it, Mr Lawrence provided me with contact details for BSPF and requested that I copy them into my response, which I subsequently did on 2 October 2019.
- 6.150 I copied David Conboy into this email and requested that he contact me to progress negotiations for the private treaty acquisition of Tesco's interest. He replied on 4

October 2019 stating that he had sought information from Tesco's architects regarding the potential impact of the proposed land take on their redevelopment proposals and would be in touch again to progress matters once he had received this. He suggested a meeting for a few weeks' time, which we subsequently scheduled for 31 October 2019. He also sought an undertaking regarding his fee basis which I confirmed after taking client's instructions.

- 6.151 On 30 October 2019 I received an email from Mr Conboy stating that he had not received the drawings he had requested from Tesco showing their redevelopment proposals and requested that we postpone the meeting which was scheduled for the following day. I agreed to this. Progress was very slow for a period at the end 2019 and early 2020. I would periodically get in contact by telephone or email to seek to pursue matters but Mr Conboy would respond saying that he was not in a position to progress matters as he had not received the information he had requested from his client.
- 6.152 On 28 May 2020 I emailed Mr Conboy to provide an update on the CPO process and likely timescales for making the Order. Within this email I set out a proposed structure and terms for an agreement in bullet point format. I invited Mr Conboy's views on the proposed structure and terms so that I could draft up some Heads of Terms. I also requested copies of the headlease and sublease. Mr Conboy responded on 1 June 2020 stating that he was still awaiting architect's drawings for his client's redevelopment proposals, which he said he would request again along with the lease documents. He also sought clarification on the reasons why the Council wanted to acquire certain plots of land. I responded on the same day to answer his query on the land take requirement.
- 6.153 On 11 June 2020 Mr Conboy emailed me to provide comments on the draft bullet point terms set out in my email of 28 May 2020. He also provided me with copies of the leases I had requested. We followed this up with a telephone call on 15 June 2020 to discuss the draft terms and Mr Conboy's initial comments on them. It was agreed on the call that I would prepare a draft set of Heads of Terms and email them to him for review.
- 6.154 I emailed draft Heads of Terms to Mr Conboy on 6 July 2020 setting out a mechanism for the Council to acquire the land and rights required from Tesco by agreement.
- 6.155 Over the period since I issued the first draft set of Heads of Terms, negotiations have remained ongoing and I have been in regular contact with Mr Conboy and his colleague, George Meredith, who is assisting him. Over this period, we have been able to agree many elements of the draft Heads of Terms.
- 6.156 By the beginning December 2020 the draft Heads of Terms were substantially agreed between me and George Meredith and David Conboy, subject to legal review and formal

client approvals. On 4 December 2020 I updated the draft Heads of Terms to reflect the position that had been provisionally agreed between agents, subject to our respective clients' instructions and emailed these to Mr Meredith in order that we could each seek instructions. On 23 December Mr Conboy emailed me a version of the draft Heads of Terms with track change amendments incorporating comments from his client and their internal and external legal teams. These amended Heads of Terms were reviewed by the Council's solicitors in early January 2021 and there were some further exchanges between the parties on points of detail. A final set of Heads of Terms incorporating solicitor input was agreed, subject to contract, on 29 January 2021 and both parties have instructed solicitors to complete the agreement. Tesco have agreed to withdraw their objection to the Order on exchange of contracts. Both parties are aiming to achieve this prior the CPO inquiry.

- 6.157 The Council will provide an update on the progress of these negotiations at the public inquiry.

Summary and Conclusion

- 6.158 The land and rights which the Council is seeking to acquire from Tesco comprise relatively narrow strips along the southern and eastern boundaries of the Tesco Store. The land to be acquired includes existing entry/exit points into the Tesco Store. Tesco's principal ground of objection is that the acquisition of the land will adversely impact access into the site which will have a detrimental impact on their existing business operations and / or their future redevelopment proposals.
- 6.159 The Council will address these concerns by ensuring that the access to the Tesco Store is maintained at all times throughout the works. The quality of the access on completion of the works will be at least as good as the existing position. Tesco's own ambitions for redevelopment will be enhanced by the SIW and the wider Meridian Water proposals.
- 6.160 The Council has a strong preference to acquire the land and rights required from Tesco by agreement and has been progressing negotiations to achieve this for approximately 18 months. Heads of Terms which incorporate legal input have been agreed and each party has instructed solicitors to conclude the agreement. I am optimistic that the agreement will be completed. Tesco have agreed to withdraw their objection on exchange of contracts. However, the Council still requires the Order to provide the certainty that the land can be acquired. Whilst the Council has a strong preference for an agreement, access to the Tesco Store will be preserved if the land is acquired by compulsion, and the Council is willing to provide an undertaking to that effect, if the agreement does not complete.

Objection 6 - B S Pension Fund Trustee Limited, Land adjoining Tesco Store, 1 Glover Drive (Plots 6, 7 and 12)

- 6.161 B S Pension Fund Trustee Limited (“**BSPF**”) is a pension company, providing pensions to employees and former employees of Tata Steel.
- 6.162 BSPF owns the long leasehold interest in the Tesco Store which sits between the two interests held by Tesco as described above. BSPF’s lease is for a term of 999 years from 3 June 2011 at a fixed ground rent of £2 per annum with no rent reviews. The current unexpired lease term is in excess of 990 years at a nominal ground rent. The interest can therefore be described as a “virtual freehold”.
- 6.163 The entire property is leased back to Tesco for an initial term of 25 years which is due to expire on 2 June 2036. Tesco has the option to renew the lease for three further terms of 10 years each, up to 2 June 2066. As briefly referred to at paragraph 6.139 above, Tesco and BSPF have ambitions to redevelop the Tesco Store for a residential led mixed-use scheme incorporating a relocated Tesco supermarket. Such a redevelopment would require highways improvements consistent with what is proposed under the SIW. The SIW and the Scheme will complement these redevelopment ambitions.
- 6.164 The physical description of the land and rights to be acquired and the reasons for this are identical to what is being acquired from Tesco as it is simply a different interest in the same plots of land. This is summarised in respect of the Tesco objection at paragraphs 6.140 to 6.142 above.

Grounds of Objection

- 6.165 The objection letter states that BSPF supports the Council’s ambition to bring forward the development of the Scheme and the SIW. It also confirms that BSPF is currently in discussions with Tesco to explore the redevelopment of the Tesco Store.
- 6.166 The grounds of objection, and my response, are summarised as follows:
- 6.166.1 **Objection:** Operational Impact on Tesco – the author of the objection letter states that he has had sight of the Tesco objection and has noted the operational concerns which have been expressed by Tesco. The objector echoes these concerns on the basis that Tesco is its rent paying tenant and, therefore, any impact on Tesco could potentially impact on BSPF.
- 6.166.2 **Response:** I have provided a response to Tesco’s objection above and, accordingly, the same response applies equally here. In summary, the land acquisition and the delivery of the SIW can and will be undertaken without any material adverse impact on Tesco’s operations.

- 6.166.3 **Objection:** Impact on Tesco/BSPF's redevelopment ambitions if the Order is implemented but the SIW are not delivered.
- 6.166.4 **Response:** This concern has been raised by Tesco and I have provided a response to this when dealing with their objection, above. The same response applies here.
- 6.166.5 **Objection:** Compulsory acquisition is not necessary as BSPF has already indicated that it is willing to work with the Council and Tesco to facilitate a variation to its leasehold interests to allow the land interests and rights to be granted by agreement.
- 6.166.6 **Response:** BSPF's willingness to reach a negotiated agreement is welcomed and the Council shares this ambition. I am in negotiation with BSPF's agent and have recently agreed Heads of Terms for an agreement which will avoid the need to implement the Order. Both parties have instructed their solicitors to formally document this agreement, however, the Council still requires the Order to provide the certainty that all of the land and rights required for the SIW can be acquired.
- 6.166.7 **Objection:** The implementation of the Order and the revised alignment of the straightened North South Link Road between Argon Road and Glover Drive will result in an "orphaned" plot (Plot 13) on the Tesco/BSPF side of the road. This plot is owned by IKEA. This could affect future redevelopment potential.
- 6.166.8 **Response:** The "orphaning" of Plot 13 is an unintended consequence of the Order. Plot 13 is included in the Order as Blue Land as rights are required during the construction of the North South Link Road. The Council did not include it as Pink Land as there is no technical justification for doing so. I do not agree that IKEA's continued ownership of this plot will have any adverse impact on the redevelopment of the Tesco Store which will remain adequately connected to the public highway and will benefit from the infrastructure improvements being delivered by the SIW. As a gesture of goodwill, I have asked IKEA's agent if his client would be prepared to dispose of plot 13 by agreement, but as yet he has not responded to this request. During my negotiations with BSPF's agent I have agreed that, if the Council is able to agree terms for the acquisition of this plot, the Council will provide BSPF with a right of first refusal to acquire the interest from the Council at cost. Whether or not IKEA agrees to dispose of its interest in the plot has no bearing on the compelling case for the Order.

Contact with the Objector

- 6.167 On 28 August 2019 I sent an ITT letter to Anna Lindsay, Head of Legal at BSPF, to introduce myself and provide background information about the Scheme and the SIW and details of the interests and rights that the Council would like to acquire from BSPF. I referred to the potential use of compulsory purchase powers but stated that it was the Council's preference to acquire land and rights by agreement. I explained that the CPO

process would be promoted in parallel with the negotiations but would only be used as a last resort if an acquisition by agreement could not be achieved. I stated that the purchase price for the land would be based on the compensation entitlement which could include costs or losses arising as a consequence of the acquisition in addition to market value, and I confirmed that the Council would pay BSPF's reasonable surveyor's fees for negotiating an agreement and solicitor's fees for dealing with the relevant documentation.

- 6.168 I did not receive any response to this letter but on 24 September 2019 I received an email from Ian Lawrence of Tesco (with whom I was already in contact regarding Tesco's interest) providing contact details for Richard Ross, a fund manager at BSPF who was dealing with this property. On the same day I emailed Mr Ross to introduce myself and forwarded a copy of my ITT letter to Ms Lindsay, and asked if I could arrange a meeting. On 2 October 2019 I sent a further email to Mr Ross providing an updated version of the drawing showing the land and rights to be acquired from BSPF. I also asked for contact details for his advisor.
- 6.169 On 7 October 2019 I received an email from Mark Whitfield of Montagu Evans advising that he was instructed by BSPF and that my emails had been forwarded to him. I contacted Mr Whitfield to arrange a meeting.
- 6.170 On 31 October 2019 I met with Mr Whitfield and Mr Ross to discuss the proposed acquisition of land and rights for the SIW. Mr Ross explained that being a pension fund the property was valuable to them as an income producing asset. He confirmed that discussions were taking place with Tesco regarding redevelopment opportunities. With regard to the Council's proposals and the proposed acquisitions, he stated that BSPF's position was fairly neutral. There is no objection in principle to the Council's proposals, but their main priority is to protect the value of their asset meaning that they would not want to agree to anything that would have an adverse impact of their tenant, Tesco, or impact upon the income they received from them. Similarly, they would not want to agree to anything that prejudiced a potential future redevelopment of the Tesco Store. He said that BSPF would be prepared to agree to a sale of the land provided the underlying value of their interest was protected. On this basis it was agreed that the best way forward would be if the Council could reach an agreement with Tesco, that satisfied their concerns in the first instance, then BSPF would be prepared to agree on similar terms.
- 6.171 Over the following few months my contact with Mr Whitfield was fairly limited other than agreeing his fee basis and keeping him updated of my attempts to make progress with Tesco. By July 2020 I had made progress with Tesco insofar as I had agreed a structure for a proposed agreement and issued draft Heads of Terms to their agent,

David Conboy. Accordingly, on 20 July 2020 I spoke to Mr Whitfield on the telephone to update him of the progress of negotiations with Tesco and provided him with a summary of the proposed structure of the agreement with Tesco and the key points of the Heads of Terms that had been issued. I confirmed that the proposed agreement with Tesco would not affect the existing relationship between BSPF and Tesco other than a minor variation to the demised areas in the headlease and the sublease, but that all other terms of the lease, including rent would be unchanged. I proposed an agreement with BSPF based on a similar structure to the one proposed with Tesco and requested that Mr Whitfield seek instructions to proceed on this basis.

- 6.172 On 21 July 2020 Mr Whitfield and I exchanged emails regarding elements of the proposed Tesco agreement.
- 6.173 On 3 August 2020 I emailed Mr Whitfield to ask if he had discussed my proposal with his client. He responded on 6 August 2020 stating that he had not yet done so as he felt that the best way forward was for BSPF to “fall in behind Tesco” but that he would like to know that Tesco had accepted the position before he made a recommendation to his client.
- 6.174 On 30 September 2020 I received a phone call from Mr Whitfield advising that he had submitted an objection to the Order on BSPF’s behalf. This was largely a protective measure and to take a consistent approach with Tesco, however, he also raised a specific concern relating to the “orphaning” of plot 13 as described at paragraph 6.166.7 above. Having considered the position I responded that there was nothing that could be done about this and that I did not share his views that it would have any material impact on either the existing use of the Tesco Store or redevelopment opportunities. I did agree that I would see if I could acquire the plot from IKEA by agreement as part of my wider negotiations with IKEA but could not offer any guarantee on the matter.
- 6.175 On 12 October 2020 I spoke to Mr Whitfield on the telephone to advise of progress with negotiations with Tesco as by this point I had exchanged a number of drafts of the Tesco Heads of Terms with Tesco’s agent, and I therefore had a much clearer view of Tesco’s position. During the call Mr Whitfield and I agreed that it made sense for me to try to progress negotiations with Tesco to the point of agreement before attempting to conclude an agreement with BSPF. I had a similar conversation with Mr Whitfield on 2 December, by which point more progress had been made in my negotiations with Tesco. During the conversation I confirmed my earlier comments about the “orphaning” of plot 13 in that I would try to acquire the plot from IKEA by agreement but could not provide any guarantee.

- 6.176 On 20 January 2021 I spoke with Mr Whitfield on the telephone to update him on the progress of the Tesco Heads of Terms which, by this point, were largely agreed between agents and had been reviewed by both parties' legal teams. Whilst the terms were not yet finally agreed with Tesco they were sufficiently advanced that we both agreed that it was now an appropriate time for him to seek BSPF's formal agreement to the proposal. I agreed to email a copy of the Heads of Terms to Mr Whitfield with a covering explanatory email setting out proposed terms for an agreement with BSPF which I subsequently did on 26 January 2021. Shortly after this the Tesco Heads of Terms were agreed and finalised with some minor amendments, so I emailed a copy of the final agreed version to Mr Whitfield on 4 February 2021. I proposed that I should draft a bespoke set of Heads of Terms for BSPF but stated that I did not think that these needed to go to the same level of detail as the Tesco Heads on the basis that BSPF should not have the same concerns about operational matters as Tesco. I proposed that we should speak in order to agree what should be included in the Heads of Terms and requested his availability for a meeting or a phone call. This meeting subsequently took place on 9 February 2021.
- 6.177 On 15 February 2021 I emailed bespoke draft Heads of Terms for BSPF to Mr Whitfield and requested that he review them and take client's instructions. Mr Whitfield responded on 4 March 2021 with some proposed amendments to the draft Heads of Terms and providing me with his client's solicitors details. After taking instructions I responded to Mr Whitfield on 18 March 2021 confirming that his proposed amendments were substantially agreed subject to some minor points of clarification. Accordingly, Heads of Terms have been agreed and both parties have instructed their solicitors to conclude the contractual arrangements. BSPF have agreed to withdraw their objection to the Order on exchange of contracts. Both parties are aiming to achieve this prior the CPO inquiry.
- 6.178 The Council will provide an update on the progress of these negotiations at the public inquiry.

Summary and Conclusion

- 6.179 The land and rights which the Council is seeking to acquire from BSPF comprise relatively narrow strips along the southern and eastern boundaries of the Tesco Store. BSPF's primary concern is that the acquisition of the land and rights could have a detrimental impact on their tenant, Tesco's, operations. Throughout my discussions with BSPF and their agent they have stated that they will "fall in behind Tesco", meaning that if the land can be acquired and the SIW delivered in a way that does not disrupt Tesco nor have an adverse impact on the redevelopment potential of the Tesco Store, then BSPF will not have any objection to the proposals. In short, if the Council can

satisfy Tesco then BSPF will also be satisfied. The Council has now reached agreement with Tesco who have instructed their solicitors to complete the agreement. An agreement along broadly similar terms has now also been agreed with BSPF and all parties are working to try and conclude the legal agreement.

- 6.180 For the reasons stated above in response Tesco's objection, the Council is satisfied that the land can be acquired and the SIW constructed without any material impact on Tesco's operations or the redevelopment value of the Tesco Store. This will be the case whether the land is acquired by agreement or by compulsion pursuant to the Order. Importantly, access to the Tesco Store will be maintained at all times throughout the works under either scenario.
- 6.181 It is the Council's strong preference that the acquisitions from both Tesco and BSPF take place by agreement without recourse to the Order and terms have recently been agreed with both parties to achieve this end. However, the Council still requires the Order to provide the certainty that the BSPF land and rights can be acquired. Whilst it is the Council's strong preference to complete the agreement, access to the Tesco Store will be preserved if the land is acquired by compulsion, and the Council is willing to provide an undertaking to that effect in the event that private agreement is not completed.

Objection 7 – Hastingwood Securities Limited, 10-12 Harbet Road (Plots 136)

- 6.182 Hastingwood Securities Limited ("**Hastingwood**") is a property management and investment company.
- 6.183 Hastingwood owns the Hastingwood Trading Estate (the "**Estate**") which comprises an estate of factory, warehouse and office accommodation. The majority of the Estate is located to the west of Harbet Road. The one exception to this is the yard on the east side of Harbet Road. It is this yard (the "**Yard**") which is included in the Order. Hastingwood owns the long leasehold interest in the Yard which forms part of a larger leasehold interest including other parts of the Estate, which is due to expire 26 April 2085 (approximately 64 years unexpired). The Council owns the freehold interest. Hastingwood has sublet the Yard to an occupational subtenant, A & A Skip Hire Limited ("**A&A Skips**"), for a term to expire on 30 September 2031 (approximately 10.5 years unexpired). The Yard comprises an approximately triangular shaped site of approximately 0.28 acres which is used by the current subtenant as a skip hire and waste transfer site.

6.184 The Yard has been included in the Order as plot 136 for acquisition (Pink Land). The land is required for the dual purpose of flood compensation storage and public open space.

Grounds of Objection

6.185 The objection letter has been submitted by Hastingwood jointly on its own behalf and on behalf of its subtenant, A&A Skips.

6.186 The grounds of objection, and my response, are summarised as follows:

6.186.1 **Objection:** The acquisition of the Yard is not essential to achieve the stated purpose.

6.186.2 **Response:** The Yard is required as part of the flood mitigation strategy to enable development on other parts of Meridian Water. The Yard will form part of the flood compensation storage area east of Harbet Road which I briefly describe in response to the objections by TWUL and LVRPA. The Yard is an essential component of the flood mitigation strategy as, in addition to forming part of the flood compensation area, it is located at the point where the surface water will need to drain out into the River Lee after any flood event has receded. This is achieved by connecting to an existing surface water drain within Harbet Road, which in turn outfalls into the River Lee. The headwall and pipe connection from the lowered flood compensation area needs to be located within the Yard. Further information about the flood mitigation strategy is set out in the evidence of Joe Nunan.

6.186.3 **Objection:** The activity carried out on the Yard is an essential local use.

6.186.4 **Response:** Whilst it is accepted that the use undertaken from the Yard by A&A Skips is material, it forms a relatively small part of the activity in this sector in the local area. The Council has undertaken research which indicates that A&A Skips accounted for approximately 4% of the total waste transfer and treatment tonnage in Enfield over the period 2014 to 2018 and that its share of this sector was decreasing over the period and stood at approximately 2% in 2018. This research also indicated that there is additional capacity in this sector to absorb the business undertaken by A&A Skips in the event that they are unable to relocate to other premises to continue their business.

6.186.5 **Objection:** The whole Scheme underlying the CPO ignores a Strategic Industrial Location (“**SIL**”) designation.

6.186.6 **Response:** The SIL designation is an allocation in the London Plan and local planning policy documents. Land use planning matters are covered in the evidence of Paul Jarvis. In summary, the Scheme which will be enabled by the SIW, and for which the Order has been made, is not in conflict with the SIL designation. The SIW will enable a housing led scheme of redevelopment on land within Meridian Water which does not fall within the SIL designation. The

Yard itself is not designated as SIL and falls within the Green Belt and the Lee Valley Regional Park. Therefore, the Scheme does not ignore the SIL designation. The SIW which are to be constructed on the Yard are entirely consistent with adopted planning policy and have the benefit of planning permission.

Contact with the Objector

- 6.187 My first contact with Hastingwood was on 2 September 2016 when I sent an ITT letter to one of the directors, Karen Hally, regarding the proposals for Meridian Water. The purpose of the letter was to introduce myself and provide background information about the Scheme and details of the interests and rights that the Council would like to acquire from Hastingwood. I referred to the potential use of compulsory purchase powers but stated that it was the Council's preference to acquire land and rights by agreement. I advised that the CPO process would be promoted in parallel with the negotiations but would only be used as a last resort if an acquisition by agreement could not be achieved. I stated that the purchase price for the land would be based on the compensation entitlement which could include costs or losses arising as a consequence of the acquisition in addition to market value, and I confirmed that the Council would pay Hastingwood's reasonable surveyor's fees for negotiating an agreement and solicitor's fees for dealing with the relevant documentation. At this stage JLL were still responsible for leading the third party negotiations and I provided contact details of relevant people, and explained my role in the process.
- 6.188 At the time of the original contact the Council was seeking to acquire interests within the wider Meridian Water area as opposed to just those required for the SIW. Therefore, this invitation to treat letter related to Hastingwood's interest in the whole Estate and not just the Yard. The letter stated that there could be flexibility in approach in terms of either an outright acquisition or an agreement to purchase which enable the land to transfer at a later date.
- 6.189 I received a response from Brian Cook of Hastingwood on 6 September 2016 raising a number of queries including the extent of the land to be included in the acquisition and the proposed timeframe. I replied on 21 September 2016 responding to the queries raised and proposing a meeting. We had some further email exchanges to clarify points within my response and further queries he raised, and to confirm arrangements for a meeting. Matt Fitter of JLL and I attended a meeting at the Estate on 28 October 2016. At this meeting Mr Cook confirmed that whilst they would prefer not to sell the Estate, he would be willing to enter into negotiations over a potential sale.
- 6.190 Over the following six months I had occasional email contact with Mr Cook, to provide indicative acquisition timescales which I said would be not before Spring 2020.

6.191 My next contact with Mr Cook was in March 2019. By this time the approach had changed such that the Council was prioritising the acquisition of just the land required for the SIW. I attended a meeting at the Estate with Mr Cook on 29 March 2019. Paul Gardner and Jasper Keech from the Council were also in attendance. At this meeting we explained the change in approach and that the land acquisition requirements from Hastingwood in the short to medium term were limited to the Yard. There remained a long term aspiration to acquire the remainder of the Estate for later phases of the Scheme but that this would not be for several years. We discussed the CPO process, timescales and entitlement to compensation and confirmed the Council's preference for a negotiated agreement. Mr Cook also talked about his sub-tenant, A&A Skips, and suggested that we should arrange a separate meeting with the owner of A&A Skips, Paul Vale. He explained that he had a good working relationship with Mr Vale and could help facilitate a meeting. I took him up on this offer and I provide further details about the discussions with A&A Skips later in this proof.

6.192 I subsequently wrote to Mr Cook on 26 April 2019 to confirm what was discussed in our meeting. I provided an update on the Scheme and the SIW and the Council's intention to use compulsory purchase powers. I confirmed the extent of land that the Council was seeking to acquire and the proposed timescales. I advised of his rights to compensation and that the Council would reimburse his reasonable surveyor's and solicitor's fees. I briefly referred to his offer to facilitate a meeting with A&A Skips and said that I would soon be writing to them separately and that I would like to take him up on his offer to host a meeting at a later date. I provided written confirmation that the remainder of the Estate was not required for the SIW but that it would be required for the later phases of the Scheme. I requested certain information to assist me in undertaking a valuation of his interest.

6.193 Over the following 18 months negotiations progressed at a varying pace and terms were agreed in early November 2020. Solicitors have been instructed to complete the acquisition. I anticipate that contracts for the acquisition by agreement will exchange shortly and this objection will be withdrawn.

6.194 The Council will provide an update on the progress of this agreement at the public inquiry.

Summary and Conclusion

6.195 The Yard is required in order to deliver the SIW. Contrary to what is said in the objection, the proposed use is entirely consistent with planning policy and does not conflict with the SIL designation. Further, the SIW has the benefit of planning permission.

6.196 Heads of Terms have been agreed, subject to contract, for an acquisition of Hastingwood's interest in this property by agreement. Solicitors have been instructed by both parties and I anticipate that the objection will be withdrawn shortly. However, the Council requires the Order to provide the certainty that this interest can be acquired.

Objection 8 – A & A Skip Hire Limited, 10-12 Harbet Road (Plots 136)

6.197 A & A Skip Hire Limited ("**A&A Skips**") is a skip hire and waste transfer company that operates from the yard at 10-12 Harbet Road (the "**Yard**"). It is the subtenant of Hastingwood.

6.198 A&A Skips occupies the Yard by way of a sublease from Hastingwood for a term to expire on 30 September 2031 (approximately 10.5 years unexpired). The Yard comprises an approximately triangular shaped site of approximately 0.28 acres.

6.199 The Yard has been included in the Order as plot 136 for acquisition (Pink Land). The land is required for the dual purpose of flood compensation storage and public open space.

Grounds of Objection

6.200 A&A Skips' objection was submitted on their behalf by Hastingwood. It is set out in the objection letter from Hastingwood which is effectively a joint objection on behalf of both parties.

6.201 Accordingly, the grounds of objection, and the Council's responses, are identical to those described above for Hastingwood. I will not repeat them here but instead refer to the content of paragraph 6.186 above.

Contact with the Objector

6.202 My first contact with A&A Skips was on 7 May 2019 when I sent an ITT letter to the owner, Paul Vale, regarding the proposals for Meridian Water. The purpose of the letter was to introduce myself and provide background information about the Scheme and the SIW and the interest that the Council would like to acquire. I referred to the potential use of compulsory purchase powers but stated that it was the Council's preference to acquire land and rights by agreement. I advised that the CPO process would be promoted in parallel with the negotiations but would only be used as a last resort if an acquisition by agreement could not be achieved. I stated that the purchase price for the land would be based on the compensation entitlement which could include costs or losses arising as a consequence of the acquisition in addition to market value, and I confirmed that the Council would pay A&A Skips' reasonable surveyor's fees for

negotiating an agreement and solicitor's fees for dealing with the relevant documentation. I referred to my recent meeting with his landlord, Brian Cook of Hastingwood, who had offered to facilitate a meeting and allow us to use the Hastingwood site office.

- 6.203 Mr Vale responded, agreeing to meet and said that he would like Mr Cook to attend the meeting too. A meeting subsequently took place between the three of us on 31 May 2019. I explained the Council's proposals in more detail and the intended use of compulsory purchase powers, but the preference for a negotiated settlement. I explained that the negotiations would be based on the compensation which would be due if the interest was compulsorily acquired, and I also explained Mr Vale's rights to appoint a surveyor to act on his behalf and that the Council would pay his reasonable fees. Mr Vale said that he would like Mr Cook to act on his behalf, which he agreed to do.
- 6.204 Mr Vale explained his business to me and we discussed relocation requirements. We agreed that the preference would be for the business to find a suitable relocation site and receive compensation for the relocation of the business. Mr Vale stated that he had been looking for relocation sites but had not yet found anything suitable. It was agreed that he should continue to search for such opportunities, and I explained that the Council would agree to pay the reasonable fees of a site finding agent as part of the compensation package. Mr Vale requested that I ask the Council if they owned any potential opportunities, which I agreed to do. Whilst the preference was for a relocation, we also discussed what would happen if the business was not able to relocate and I explained the entitlement to compensation under total extinguishment, but indicated that it was premature to consider that basis of compensation at that point.
- 6.205 I did subsequently ask the Council if they had any sites which could be suitable but they confirmed that they did not. The Council also asked their managing agent, Glenny, who are active in the area, but they also confirmed they were not aware of any relocation opportunities. In 2020 the Council changed managing agents to Eddisons, who have also undertaken a site search exercise but they have similarly not been able to find anything suitable.
- 6.206 Over the following nine months I had intermittent contact with Mr Vale and Mr Cook. On 3 March 2020 I had a telephone conversation with Mr Vale in which he said that he had been unable to find a relocation site and I confirmed that the Council was not aware of any opportunities. Mr Vale expressed concern about how realistic it was that he would now be able to find a site and that even if he could, it would be challenging to relocate in a timely manner due to the long lead in time that would be required to secure planning

permission, obtain the necessary licences from the Environment Agency and undertake adaptations to the site to comply with Environment Agency regulations.

- 6.207 It was agreed that we had reached a suitable point where it was appropriate to start considering the alternative potential outcome that the business would have to extinguish and that we should explore a compensation settlement on this basis. I agreed to email Mr Vale setting out the information I required to assess his compensation entitlement. I emailed Mr Vale the following week on 9 March 2020 setting out the information required. I copied Mr Cook into my email.
- 6.208 Over the period since then the majority of my contact with Mr Vale and Mr Cook has related to the company's accounting information. Mr Cook provided me with profit and loss statements for the financial years ending 31 January 2019 and 2020. It became apparent that there was a significant disparity between the accounting information which had been filed at Companies House and the accounts of the business as provided to me. The short explanation provided by Mr Cook was that the accounts prepared and filed at Companies House by A&A Skips' accountant were simply wrong and significantly understated the profits of the business. On 9 August 2020 I received an email from Mr Cook advising that A&A Skips had parted company with its old accountant and instructed a new one.
- 6.209 I was concerned about the inconsistency of the accounting information provided and, therefore, its reliability in assessing the value of the business. Accordingly, I recommended that the Council instruct its own accountant to review the accounting information and advise on the business valuation, which it did at the beginning of October 2020.
- 6.210 Later that month, A&A Skips' new accountant filed accounts at Companies House for 2019 and 2020 which were different both to the accounts that Mr Cook had previously provided me and to the accounts which had previously been filed at Companies House for the same two years.
- 6.211 The Council's accountant has reviewed the various accounting information provided by A&A Skips in order to assess the value of the business, and has raised a number of queries. I set out these queries and a request for further information in an email to Mr Cook and Mr Vale on 8 December 2020. Mr Cook provided responses to some of the information requested on 24 January 2021 and provided the remainder on 25 February 2021. This information has been reviewed by the Council's accountant, and based upon this I put forward an offer for the acquisition of A&A Skips' interest in the Yard on 25 March 2021.

6.212 It has not so far been possible to agree terms for the acquisition of this interest by agreement, but negotiations remain ongoing. The Council is committed to trying to achieve a private treaty agreement and negotiations will continue on this basis up to and beyond the CPO inquiry.

6.213 The Council will provide an update on the progress of these negotiations at the public inquiry.

Summary and Conclusion

6.214 The Yard is required in order to deliver the SIW. Contrary to what is said in the objection, the proposed use is entirely consistent with planning policy and does not conflict with the SIL designation. The SIW has the benefit of planning permission.

6.215 The Council is committed to trying to achieve an acquisition by agreement and the owner of A&A Skips has confirmed he is willing to sell his interest in the Yard provided he receives fair compensation. I am in negotiations to try to agree a fair compensation settlement, but it has not been practicable to undertake a valuation and progress negotiations until the relevant information relating to the accounts has been clarified, particularly in light of the apparent discrepancies within the accounts. This information has only recently been provided which has hampered progress to date. However, now that it has been received, I am actively seeking to progress negotiations for a private agreement.

6.216 There is a willingness on both sides to reach an agreement and this remains the Council's preferred outcome. I am hopeful that an agreement can be reached between the parties prior to the CPO inquiry. Whilst this is the strongly favoured way forward, the Council requires the Order to provide the certainty that the land and rights can be secured.

Objection 9 – National Grid Electricity Transmission Plc, Deed of Easement for Electricity Pylon and Overhead Power Lines across Land to the east of Harbet Road (Plots 131, 132, 133 and 135)

6.217 National Grid Electricity Transmission (“**NGET**”) is a statutory undertaker responsible for maintaining the electricity transmission network, connecting electricity generation to the distribution network.

6.218 The NGET assets which exist at Meridian Water are referred as “ZBD Route towers 037 – 042. 275kV high voltage Overhead Line”. The part of their equipment which is within

the Order Land is one pylon (Tower ZBD038) and overhead lines which run between adjacent pylons which are outside of the Order Land.

- 6.219 The pylon and the overhead lines within the boundary of the Order Land are on and above land which is currently owned by LVRPA and TWUL. The Council is seeking to acquire the land owned by TWUL and LVRPA and further details about the negotiations with these parties is referred to earlier in this proof. NGET has Deeds of Easement with LVRPA and TWUL to authorise the installation and use of the equipment and provide full rights of access to retain, maintain, repair and inspect the equipment.

Grounds of Objection

- 6.220 The grounds of objection are summarised as follows:

- 6.220.1 Requirement for appropriate protection of apparatus to be put in place, including compliance with relevant standards, for works in close proximity to apparatus;
- 6.220.2 Requirement for appropriate protection of apparatus to be put in place, including compliance with relevant standards, if any land is to be acquired or rights extinguished or interfered with;
- 6.220.3 Statutory electrical safety clearances must be maintained between any structures to be built and NGET equipment, details of which are set out in Energy Network Association Technical Specification Document 43-8 Issue 3, 2004;
- 6.220.4 If any groundworks are proposed beneath or in close proximity to overhead lines, safe clearances must be maintained;
- 6.220.5 Any staff working close to the overhead lines must comply with the relevant Health and Safety guidance set out in HSE Guidance Note GS 6;
- 6.220.6 Minimum safety clearances to be maintained between plant, machinery, equipment, buildings, scaffolding, in proximity to overhead lines;
- 6.220.7 If a landscaping scheme is proposed on the land “slow and low” growing species of trees and shrubs should be used;
- 6.220.8 Drilling or excavation works should not be undertaken if it has the potential to disturb or adversely affect the foundations or “pillars of support” of any existing pylon;
- 6.220.9 No structures to be built above high voltage underground cables.
- 6.220.10 Ground levels above cables should not be altered.

Response to Objection

- 6.221 The land upon which the NGET equipment is located is required for the dual purpose of a flood compensation area and a public open space to be known as Edmonton Marshes. Further details on the works to be undertaken on this land are referred to in the evidence of Joe Nunan but in summary they comprise earthworks, regrading and resurfacing to allow flood volume storage.
- 6.222 Whilst the land upon which the equipment sits is to be acquired, no interest is to be acquired from NGET. The Deed of Easements which provide NGET's rights to use the equipment will not be affected. The Council intends to acquire the land with the easements in place and for these to continue unaffected.
- 6.223 The works will result in some changes in ground levels within this area, but no foundations, piling or buildings are proposed within the safety clearances of the overhead transmission lines.
- 6.224 The works proposed in this location were designed with full knowledge of NGET's equipment and their requirements for works in proximity to their equipment. The Council's designers liaised with NGET during the design process prior to the planning application. During the planning application process NGET confirmed that it had no objection to the proposals provided that access to the equipment was maintained and that any planting beneath the overhead lines was limited.
- 6.225 The works will be undertaken by the Council's contractor, Vinci Taylor Woodrow, who will be obliged to comply with all relevant requirements for working in proximity to overhead lines, including those referred to by NGET in their objection.
- 6.226 Therefore, the response to the points raised in the NGET objection is that all of their requirements in terms of design have been adhered to, which they have acknowledged and accepted during the planning application process, and all of their requirements relating working in proximity to their equipment will be adhered to.
- 6.227 The last two points of their objection are not relevant here as there are no underground cables in this location.

Contact with Objector

- 6.228 As stated above, the Council's design consultant, Arup, was in contact with NGET at the design stage and throughout the planning application process.
- 6.229 No land interests or rights are to be acquired from NGET which means that there was no requirement for the Council to pursue private treaty negotiations for an acquisition by agreement. Notwithstanding this, I wrote to Simon Best, planning solicitor in NGET's Legal Services Department, regarding the matter by post and email on 20 January

2020. The purpose of the letter was to provide information regarding the Scheme, the SIW and the proposed use of compulsory purchase powers on land over which they held an interest and to provide assurances that the works proposed would not have any impact upon their equipment or interfere with their existing rights. I did not receive any response to this letter. I wrote again by email on 7 August 2020 to advise of the impending making of the Order. Within this email I repeated my previous comments that no interest was to be acquired from NGET, but that they had rights across the land meaning that they would be served with notice of the making of the Order. I confirmed that their existing rights over the land would not be affected by the acquisition of the land or the proposed works.

- 6.230 Following receipt of the NGET objection letter I contacted the author, Spencer Jefferies, by email on 3 November 2020 to provide an explanation of the proposed acquisition and works, and to provide assurances that there would be no impact on NGET's existing rights and equipment. I confirmed that both the design and the methodology of works addressed the matters raised in the letter of objection. I confirmed the Council's willingness and desire to enter into a legal undertaking which would be binding in respect of NGET's asset protection requirements and asked if he could provide a copy of NGET's standard asset protection template for review.
- 6.231 I subsequently met with Mr Jefferies by Teams video conferencing on 10 November 2020 to further explain the proposals. During this meeting Mr Jefferies confirmed that in general terms he was satisfied with the Council's proposals and expected to be able to withdraw the objection subject to the Council entering into an asset protection agreement and agreed to provide a draft template for review. He also sought confirmation that on completion of the works, vehicular access to the base of the pylon would be maintained and that there would be an adequate working area around the base of the pylon. He also sought confirmation that the proposed works would not interfere with the pylon's foundations and agreed to send through the "pillar of support" drawing identifying the area around the base of the pylon requiring protection.
- 6.232 On 11 November 2020 Mr Jefferies emailed me the pillar of support drawing and draft asset protection agreement. I responded confirming that the Council team would review both documents. Within this email I confirmed that I would investigate his queries regarding access to, and the working area around, the base of the pylon.
- 6.233 On 15 January 2021 I emailed Mr Jefferies to confirm that vehicular access to the base of the pylon would be maintained and that there would be a clear and level working area around the base of the pylon with a radius of approximately 15m. I confirmed that the Council's contractor had confirmed that it would adhere to all of the requirements detailed in the relevant codes of practice for working in proximity to NGET equipment. I

stated that the draft asset protection agreement was still being reviewed by the Council's legal team and that I would be in contact again once I had received feedback.

6.234 Mr Jefferies responded on 18 January 2021 confirming that all of NGET's requirements had been met subject to receipt of the Council's comments on the asset protection agreement and that once he had received these, he would instruct NGET's solicitors to process the agreement and remove the holding objection.

6.235 On 29 January 2021 I emailed Mr Jefferies and attached a copy of the asset protection agreement with the Council's solicitor's track change amendments. On 9 February 2021 I sent a follow up email to Mr Jefferies asking if he had any comments on the latest version of the draft asset protection agreement and requesting contact details for NGET's solicitor.

6.236 As I had not heard back from him, I telephoned Mr Jefferies on 11 February 2021 and he confirmed that the asset protection agreement was substantially agreed and that he would be responding shortly.

6.237 I sent a further chasing email to Mr Jefferies on 18 February 2021. He responded the following day to confirm that he had instructed a solicitor who was checking the draft document and would be providing him with comments the following week. I sent an email on 25 February 2021 asking if he had heard back from his solicitor yet. Mr Jefferies responded the following day to provide contact details for the solicitor and confirming that she had completed her background checks and was instructed to take the matter forward.

6.238 The terms of the asset protection agreement have been agreed and solicitors have been instructed by both the Council and NGET to complete the agreement. Mr Jefferies has confirmed that he will withdraw the objection on completion of the agreement which I anticipate will happen soon.

6.239 The Council will provide an update on the progress of this agreement at the public inquiry.

Summary and Conclusion

6.240 No property interest or rights are to be acquired from NGET. This objection relates to protection of operational equipment. The proposed works will not have any impact on the operational equipment which will remain in place and continue to operate throughout and on completion of the works.

6.241 The design of the works and the methodology for undertaking them complies with all of the relevant codes of practice and health and safety requirements. The Council has

agreed to enter into an asset protection agreement in accordance with NGET's standard requirements. I anticipate that this will be completed shortly and the expectation is that the objection will be withdrawn.

7. CONCLUSIONS

7.1 My conclusions on the Order are:

- 7.1.1 the Order satisfies the requirements of section 226(1)(a) of the 1990 Act;
- 7.1.2 the Order is in accordance with the requirements of the Guidance. In particular, it satisfies the requirements of paragraph 106 of the Guidance as it:
 - 7.1.2.1 fits with adopted planning policy and the NPPF;
 - 7.1.2.2 will contribute to the improvement of economic, social and environmental wellbeing of the area;
 - 7.1.2.3 there is no practicable alternative to achieve the objectives of the Scheme;
 - 7.1.2.4 funding is in place to acquire the Order Land and deliver the SIW and there is a better than reasonable prospect that the Scheme will be delivered if the Order is confirmed;
- 7.1.3 the land included within the boundary of the Order is required in order to deliver the SIW which are required to enable the Scheme to be delivered in accordance with the Council's objectives;
- 7.1.4 there are no impediments to the implementation of the SIW and the Scheme if the Order is confirmed;
- 7.1.5 before embarking on the compulsory purchase process the Council has made, and continues to make, genuine attempts to acquire the required property interests and rights by private treaty agreement;
- 7.1.6 without the Order there is no reasonable prospect that the required land and rights could be assembled within an acceptable timescale;
- 7.1.7 therefore, without the Order the Council will not be able to deliver the SIW which would mean that it would be unable to deliver the Scheme and achieve the Council's objectives;
- 7.1.8 the objections made have been fully considered and the Council has sought to address the concerns raised where it is practicable to do so without prejudicing the delivery of the SIW and the Scheme;

7.1.9 none of the objections amount to a good reason to modify or reject the Order.

7.2 In my opinion the Order is demonstrably required in the public interest and should be confirmed. There is a compelling case in the public interest for the confirmation of the Order within the meaning in the Guidance. Failure to do so will prevent the promotion of economic, social and environmental wellbeing in this part of Enfield.

8. STATEMENT OF TRUTH AND DECLARATION

Statement of Truth

- 8.1 I confirm that I have made clear which facts and matters referred to in this report are within my own knowledge and which are not. Those that are within my own knowledge I confirm to be true. The opinions I have expressed represent my true and complete professional opinions on the matters to which they refer.

Declaration

- 8.2 I confirm that my report has drawn attention to all material facts which are relevant and have affected my professional opinion.
- 8.3 I confirm that I understand and have complied with my duty to the inquiry as an expert witness which overrides any duty to those instructing or paying me, that I have given my evidence impartially and objectively, and that I will continue to comply with that duty as required.
- 8.4 I confirm that I am not instructed under any conditional or other success-based fee arrangement.
- 8.5 I confirm that I have no conflicts of interest.
- 8.6 I confirm that I am aware of and have complied with the requirements of the rules, protocols and directions of the inquiry.
- 8.7 I confirm that my report complies with the requirements of Royal Institution of Chartered Surveyors (RICS), as set down in the RICS practice statement Surveyors acting as expert witnesses, and the RICS Professional Statement Surveyors advising in respect of compulsory purchase and statutory compensation.

A handwritten signature in black ink that reads "Matthew Bodley". The signature is written in a cursive style with a prominent 'M' and 'B'.

Matthew Bodley

25 March 2021