BIRMINGHAM CITY COUNCIL

BIRMINGHAM CITY COUNCIL (PERRY BARR – COMMONWEALTH GAMES ATHLETES’ VILLAGE AND LEGACY) COMPULSORY PURCHASE ORDER 2018

THE TOWN AND COUNTRY PLANNING ACT 1990

THE ACQUISITION OF LAND ACT 1981

PUBLIC INQUIRY

PROOF OF EVIDENCE OF

REBECCA FARR
PRINCIPAL DEVELOPMENT PLANNING OFFICER
BIRMINGHAM CITY COUNCIL
1. **Qualifications and Experience**

1.1 My name is Rebecca Farr. I am a Principal Development Planning Officer within Birmingham City Council’s Planning and Development Department.

1.2 I have a BA (Hons) in Town and Regional Planning, and a Postgraduate Diploma in Planning. I am a Member of the Royal Town Planning Institute. I have 14 years’ experience as a planner having worked for Birmingham City Council since November 2005.

1.3 At Birmingham City Council I have been engaged in a wide range of planning and regeneration projects, including providing local planning input to commercial and residential schemes, contributing to the preparation of statutory planning documents such as the Birmingham Development Plan and Bordesley Park Area Action Plan, preparing Masterplans – such as for the Council-owned NEC site, leading the delivery of the City’s local centres strategy and programme, establishing the City Centre Enterprise Zone, and working with partners to bid for and secure funding. I was also involved in the preparation of Birmingham’s bid to host the 2022 Commonwealth Games, leading on infrastructure throughout the bid process.
2. **Introduction**

2.1 This evidence relates to the Birmingham City Council (Perry Barr – Commonwealth games Athletes’ Village and Legacy) Compulsory Purchase Order made on 7th December 2018 by Birmingham City Council for the acquisition of land in Perry Barr as shown on the Order plan, which will enable the timely delivery of the scheme as set out by Mr MacLeod. It also addresses the application made under section 247 of the Town and Country Planning Act 1990 (BCC46) submitted to the Department for Transport in January 2019 to stop up highway in order to enable the delivery of the Perry Barr Phase 1 residential scheme, which forms the residential element of the Commonwealth Games Athletes’ Village and which is central to the delivery of the overall scheme.

2.2 My evidence covers the following:

- The approach the Council, as the acquiring authority, has taken to land acquisition and how this meets the guidance issued by the Government titled *Guidance on Compulsory purchase process and The Crichel Down Rules* dated February 2018 (the “Guidance”) (BCC30); and

- The approach the Council is taking to resolve the remaining objections to the CPO and the s247 Order.

2.3 It comprises the following sections:

- Section 3: Background to land assembly
- Section 4: Information and engagement
- Section 5: Offers made
- Section 6: Assistance to affected owners and occupiers
- Section 7: Addressing the CPO objections
- Section 8: Addressing the s247 objections
- Section 9: Conclusions
3. **Background to land assembly**

3.1 The Council has appointed four firms of agents to act on its behalf in land acquisition negotiations. The four firms are set out in paragraph 11.2 of the Statement of Case along with the areas within the Order land which each firm covers. They are as follows:

- In relation to the African Village site, Holford Corner, the bus depot relocation site, BCU and National Express – Savills
- In relation to the houses on Wellhead Lane – Gateley Hamer
- In relation to Perry Barr Station and adjacent shops, and the land in front of One Stop Shopping Centre – Gerald Eve
- In relation to Birchfield High Street, and the forecourts on Birchfield Road, and the land at the south-eastern corner of Perry Barr Stadium – Carter Jonas

3.2 The Council sets out in its Statement of Case the progress made in acquiring interests. Since then, and at the time of writing, 18 additional interests had been acquired or were under offer. More than 60% of the land required to deliver the scheme is now in the freehold ownership of the Council or is under offer.

3.3 In particular, the Council now owns all of the land required to deliver the phase 1 residential scheme. Of the land required to deliver Phase 2, the Council has acquired the freehold of around 80% of the Holford Corner site, and is in negotiations with other interests across this area. The Council has acquired the freehold of around 75% of the Bus Garage relocation site. The land required for the station has been assembled.

3.4 The case for the s247 Order is set out in the Statement of Case for that Order (BCC52). In summary this is to enable the stopping up of those areas which are currently highway and which will be built over or will fall within private gardens or amenity space when the residential element of the Athletes’ Village is constructed.
4. Information and engagement

4.1 The Council has set out how it has engaged with affected owners and occupiers and negotiated to acquire land up to and since the making of the Order in sections 10 and 11 of the Statement of Case. The approach has followed the Ministry of Housing, Communities and Local Government ("MHCLG") guidance (BCC30).

4.2 Paragraph 19 of the Guidance suggests a range of measures for the acquiring authority to consider. The Council and its agents have considered and adopted these measures where they are appropriate.

4.3 One of the recommended measures is “providing full information from the outset about what the compulsory purchase process involves, the rights and duties of those affected and an indicative timetable of events; information should be in a format accessible to all those affected”.

4.4 The Council describes in section 10 of the Statement of Case the engagement undertaken with affected parties before and after the making of the Order. This included meetings with the Perry Bar Commonwealth Games Residents’ Liaison Group (para 10.4) and letters sent to affected parties in June 2018 (para 10.5). The letters are documents BCC27a and BCC27b.

4.5 BCC27a was a letter for residential property owners. The letter gave an introduction to the proposed scheme and explained that the Council was willing to acquire properties at that time but was also preparing to seek CPO powers alongside negotiations. The letter also advised dates of two drop in information sessions in July 2018 and gives two named contacts at the Council with contact details.

4.6 Attached to the letter was an additional sheet outlining the compulsory purchase process and compensation available. The sheet included a web link to Government published leaflets describing compensation rules in more detail.

4.7 The sheet also recommends that professional advice is sought and that the Council would pay the reasonable cost of such advice. Contact details for the Royal Institution of Chartered Surveyors were included to assist in finding an adviser and the Council also offered to provide details of local agents with appropriate expertise.

4.8 BCC27b was a letter sent to commercial owners and occupiers. The content of the letter and the attached additional sheet of information were similar to BCC27a but related specifically to compensation rules for commercial rather than residential premises.

4.9 In February 2019 further leaflets were sent out (noted at para 10.10 of the Statement of Case) setting out the compulsory purchase process and compensation in more detail. Again there were separate leaflets for residential and commercial property (BCC40b and BCC40c respectively). The leaflets included clearly marked sections tailored to owner occupiers, landlords and tenants and also contained details of further information surgeries in February 2019.
4.10 Alongside this, all four of the agent firms visited all the properties in their area and made contact with owners and occupiers to provide information and commence discussions. Where parties had appointed professional advisers, discussions were undertaken through the professional adviser. The information leaflets BCC40b and BCC40c contained named contacts with contact details for each firm along with details of which areas each firm was covering.

4.11 Lists of locally available commercial properties were provided to occupiers’ agents in January, February and April 2019 to assist occupiers in considering their relocation options.

4.12 At 267-321 (odd) Birchfield Road, forecourts are within the Order and affected by the works but buildings are not being acquired. Engagement letters were sent out to these properties on 21\textsuperscript{st} December 2018 and Carter Jonas have been in active correspondence with affected parties that responded. A further letter giving additional information (BCC53) was distributed by hand to businesses in this section on 22\textsuperscript{nd} May 2019.

4.13 The Council and its appointed agents have therefore provided full information from the outset for affected owners, landlords and tenants.

4.14 Further recommendations from the Guidance paragraph 19 are considered in section 6 of this evidence.

4.15 In relation to the s247 Order, the Council submitted the application to the Department for Transport in January 2019, and at the same time a written consultation (concerning all the necessary statutory undertakers and other interested parties) was carried out to ascertain whether they had any objections the Stopping up Order. Notices were posted on site, and the draft Order was advertised in the Birmingham Post. The Council and its agents have been in negotiations with Objectors, as is set out in section 8 of my evidence.
5. **Offers made**

5.1 Paragraph 3 of the Guidance states that acquiring authorities should make reasonable offers and may in doing so consider potential savings in costs by reaching early agreement. Paragraph 2 also states that in acquisitions by agreement in the shadow of compulsory purchase powers, compensation should be paid on the basis of compulsory purchase compensation unless the property was already on the market. This would mean for example that offers made for property which is not on the market would include statutory loss payments and disturbance compensation where applicable. This is the approach that has been taken by the Council’s agents.

5.2 Offers made on behalf of the Council have included provision for statutory loss and disturbance compensation. In many cases, the amount of disturbance compensation cannot be assessed until an acquisition takes place and costs and losses flowing from the dispossession become known. In those circumstances offers include a provision for disturbance compensation to be assessed and agreed at the time of or after the acquisition has taken place. Statutory Loss payments are calculated based on a percentage of the property value or a rate per square metre of land or buildings occupied. Offers may contain a calculated figure for the applicable loss payment subject to eligibility or, similar to disturbance, an acknowledgement that the loss payment will be assessed and agreed at the time of the acquisition.

*Freehold interests*

5.3 Offers have been made in respect of all properties where:

- The Council agent has been able to establish contact with the owner
- The Council agent has been able to access the property to inspect for valuation
- The market value of the interest to be acquired is not nil or minimal

*Leasehold interests*

5.4 There are a significant number of leaseholders within the CPO area. The Council and its agents have made every effort to engage with these leaseholders to ensure they have the correct advice and information available to them. The approach to compensation for leaseholders in line with the code has been set out. The majority of leaseholders are represented by agents. The nature of engagement is set out in section 6 of this evidence.
6. Assistance to affected owners and occupiers

6.1 Paragraph 19 of the Guidance suggests a range of measures for the acquiring authority to consider in order to assist affected owners and occupiers. Not all the measures will be appropriate for every circumstance but the Council and its agents have considered and adopted these measures where they are appropriate. These include:

- providing full information from the outset about what the compulsory purchase process involves, the rights and duties of those affected and an indicative timetable of events; information should be in a format accessible to all those affected
  See section 4 of this evidence above.

- appointing a specified case manager during the preparatory stage to whom those with concerns about the proposed acquisition can have easy and direct access
  Named contacts at the Council were provided in the June 2018 letter and named contacts for each Council agent firm were provided in the information leaflets, identifying which area each agent covered.

- keeping any delay to a minimum by completing the statutory process as quickly as possible and taking every care to ensure that the compulsory purchase order is made correctly and under the terms of the most appropriate enabling power
  The Statement of Reasons and Statement of Case set out the broader case for the Order.

- offering to alleviate concerns about future compensation entitlement by entering into agreements about the minimum level of compensation which would be payable if the acquisition goes ahead (not excluding the claimant’s future right to refer the matter to the Upper Tribunal (Lands Chamber))
  This can be of assistance in some cases and has been considered where requested. One business occupier has requested such an agreement but is yet to provide any information upon which a sum can be based.

- offering advice and assistance to affected occupiers in respect of their relocation and providing details of available relocation properties where appropriate
  The Council’s agents have compiled and circulated lists of available residential and
commercial property and made introductions between affected businesses and local landlords with available property. The Council’s housing team have worked with residents affected to provide advice and support around eligibility for and applications for Council Housing.

- providing a ‘not before’ date, confirming that acquisition will not take place before a certain time

The Council is seeking to secure properties by agreement as soon as possible across the project so a not before date is of less benefit than on schemes with a longer time span. However, the Council has provided a “not before” date in heads of terms to a business that was concerned about the time available to prepare for acquisition. It has also agreed leasebacks and delayed completions to give certainty to owners and occupiers around timescales.

- where appropriate, give consideration to funding landowners’ reasonable costs of negotiation or other costs and expenses likely to be incurred in advance of the process of acquisition

The Council offered to meet the reasonable cost of professional advice in the letter to affected owners and occupiers in June 2018. Where negotiations are underway with professional advisers, the Council has reached agreement on reimbursement of reasonable fees with the majority.
7. **Addressing the CPO Objections**

7.1 Nineteen objections to the CPO were received, all of which were considered statutory objections. A full response to the objections is set out in section 12 of the Council’s Statement of Case (BCC31). This evidence does not replicate the Statement of Case but supplements it with additional and updated information explaining how the Council has been progressing negotiations with the remaining objectors, and showing that these remaining objections can be reasonably resolved.

7.2 Two objections have so far been removed as a result either of the Council acquiring the land held by the Objector or an alternative agreement which enables the scheme to proceed. These are Perry Barr Developments Limited and Western Power Distribution. In respect of Perry Barr Developments Limited a copy of the withdrawal letter to the Secretary of State was provided to the Inspector at the pre-inquiry meeting on 31 May 2019 and also to PINS.

7.3 Agreement is close to being reached with objectors including Stonegate, and Network Rail. There are a number of objections, such as 343 and 510-520 Birchfield Road, where the interest is Under Offer and completion is conditional on the withdrawal of the objection.

7.4 Objections are being addressed as follows:

**Birmingham City University and BCU Property Limited**

7.5 Negotiations in respect of the BCU interests are being led by Savills on behalf of the Council.

7.6 There has been significant positive engagement between BCU and the Council. The cost for the acquisition of BCU’s land at Perry Barr has been agreed and the parties have been working to reach an agreement which will overcome the objection submitted by BCU, which relates to the loss of its sports facilities. This proposal will provide a high quality new facility for the University enabling it to develop and expand its sports education business. Heads of Terms relating to the relevant deals have been prepared and agreed between the parties subject to the Council’s Cabinet granting the necessary authorities at its meeting of 25 June 2019.

7.7 It should be noted that BCU has proposed over a number of years to relocate away from their Perry Barr campus, and that the residential and teaching accommodation has been vacated. It has appropriate facilities at its City South Campus to provide for its Sports Science Course, and indeed intends to teach that course at the City South Campus in 2019/20, according to its prospectus.

7.8 The Council and BCU continue to work together to ensure that BCU can fully withdraw from Perry Barr and in the longer term expand its sports business at an alternative site, as is their preference. However, the Council notes that if an agreement for an alternative site cannot be reached, an alternative approach in which the Council would take a lease on the site and later return it to BCU could be considered. Subject to agreement to demolish the Coppice student accommodation, this would enable the Games-time proposals to be delivered, but
would constrain – or at least significantly change – the legacy regeneration opportunity. BCU have not presented a viable alternative option for legacy development.

7.9 BCU has worked proactively with the Council in granting a lease to the Council for the Coppice student accommodation, enabling the welfare compound for the construction of the Phase 1 (Athletes’ Village) residential scheme to be erected within the necessary timescales.

Stonegate Pub Company Limited

7.10 Negotiations in respect of this property are being led by Savills on behalf of the Council.

7.11 In line with negotiations throughout the process, both parties support the principle of the Council taking a lease on the property for the whole of 2022, as required to deliver the Games-time site. Draft Heads of Terms were issued by the Council on 19th March 2019, and a positive response received from Stonegate. At a subsequent meeting on 7th May revised Heads of Terms were discussed, which would secure the withdrawal of Stonegate’s objection to the CPO subject to the Council agreeing not to vest the land. These Heads of Terms were issued shortly afterwards.

7.12 On this basis, the Council considers that the objection can be overcome and a clear way forward is in place.

7.13 Negotiations in respect of the Objectors’ properties are being led by Gateley Hamer on behalf of the Council.

7.14 Contrary to the Objectors’ assertion that the Council has failed to enter into any substantive dialogue, the Statement of Case demonstrated dialogue over a sustained period between the Objectors’ and the Council’s agents. This included an offer for the properties which the agent had been able to inspect ahead of the making of the Order, continued dialogue, and revised offers. Since the Statement of Case was issued, this dialogue has continued:

7.15 On 15 April 2019 an email was sent to the Objectors’ agent regarding Rule 2 valuations and addressing a number of valuation points previously raise by email.

7.16 A teleconference took place on 24 April 2019 to discuss Rule 2 valuations and claim with Objectors’ agent. The Objectors’ agents accepted that the Council’s agents had provided significant evidence in the matter, and that it was now for them to provide additional evidence to support the values which they continue to support. The Objectors’ agent has now provided additional comparables, but the Council’s agent does not consider that this supports the Objectors’ values.

7.17 The Council contends that the point of objection has been addressed and the outstanding matter is negotiations over value.

Goodband Polishing Limited
7.18 Negotiations in respect of this property are being led by Savills on behalf of the Council.

7.19 It should be noted that the Council entered into an agreement to acquire the freehold of this property in November 2018, with completion deferred for 12 months until 7th November 2019. The Council’s offer to acquire the freehold was made following it having been offered for sale with vacant possession. However, Goodband remains in occupation of part of the building.

7.20 The Statement of Case provided a full response and rebuttal to this objection, and noted that at the time of writing a fee proposal was awaited from the Objector’s agent – Cushman & Wakefield. Savills on behalf of the Council have had a continued dialogue with Cushman & Wakefield and a fee structure was agreed in April 2019. A compensation claim has been submitted, and the Council’s agents have responded to this reflecting the fact that Midland Chromium – the main customer and landlord of Goodband Polishing Limited – had placed the property on the market ahead of the CPO being made. The Council maintains that all points of objection have been addressed and that the outstanding matter is negotiation over compensation.

7.21 Negotiations in respect of this objection are being addressed directly by the Council in respect of highways, and by the Council jointly with Transport for West Midlands (“TfWM”) in respect of the rail station and bus interchange. The Council is also represented by Gerald Eve in respect of property.

7.22 Perry Barr S.à.r.l is the off shore entity that owns One Stop Shopping Centre. This asset sits within an investment fund that is managed by Europa Capital. Sovereign Centros is the Asset Manager for Europa Capital, and as such the Council’s engagement has been with Sovereign Centros.

7.23 This engagement has been on the basis of addressing the key themes of objection, namely the highway proposals and implementation thereof, and the station and bus interchange proposals.

7.24 In relation to the highways scheme, the Council’s highways team has engaged with Sovereign Centros’ appointed transport consultants Mayer Brown. There have been a number of meetings, calls and emails which have facilitated detailed discussions and joint working on highways modelling, and a baseline modelling approach has been agreed. Additional forecast traffic modelling has been produced and shared with Sovereign Centros and Meyer Brown. Further detail on this is included in Mrs France’s evidence.

7.25 In relation to the station and bus interchange the West Midlands Combined Authority (“WMCA”) has provided a number of briefings, as well as further information by email.

7.26 The Council recognises the concerns about the potential impacts of the implementation of elements on the One Stop shopping centre, namely the highways and the bus interchange. The Council and WMCA are seeking to provide reassurance and are drawing up a ‘Design,
Access and Implementation Strategy’ which would cover a number of practical matters surrounding the project. It will set out a way forward concerning consultation with Sovereign Centros on evolving design, construction methodologies and communication strategies. The Council’s contractor will be required to meet particular standards in respect of keeping access open, managing closures where required, and minimising the impact on One Stop particularly at key times.

7.27 Initial discussions have been held with Sovereign Centros in respect of the land requirements for the scheme. Both parties have agreed to explore the opportunity for a land swap to enable the delivery of the bus interchange and rationalise ownership in that area. This would see land in the ownership of One Stop which is south of the access road transferring to the Council, and land in the ownership of the Council which adjoins the One Stop forecourt transferring to One Stop. Heads of terms in respect of this are being prepared by the Council, and subject to agreement between the parties can be finalised once the interchange design is fixed.

Perry Barr Limited

7.28 Perry Barr Limited was set up to develop the land to the rear of One Stop Shopping Centre. This company sits under the Perry Barr S.à.r.l company within the fund managed by Europa Capital. Sovereign Centros is the asset and development manager for this development. All of the work described previously in relation to addressing the objection by Perry Barr S.à.r.l also therefore relates to this objection.

Marks and Spencer PLC

7.29 Negotiations in respect of this objection are being addressed directly by the Council in respect of highways issues. The Council is also represented by Gerald Eve in respect of property.

7.30 A call took place on 12 April 2019 to discuss the objector’s concerns. These related to the impact on customers and deliveries during the works, and the impact of the traffic light junction at the northern entrance to the One Stop shopping centre on journey times.

7.31 Marks and Spencer confirmed in this call that they were happy that Sovereign Centros were representing the best interests of occupiers and that they were happy for the Sovereign Centros to be the main point of contact in respect of sharing information. They also confirmed that they were keen to continue working with the Council to achieve a mutually beneficial approach.

7.32 The Design, Access and Implementation strategy to which I referred previously will be relevant to all occupiers including Marks and Spencer.

Iceland Foods Limited
7.33 Negotiations in respect of this objection are being addressed directly by the Council in respect of highways issues. The Council is also represented by Gerald Eve in respect of property.

7.34 A meeting was held on 3 May 2019 with Iceland and their agent. This provided an opportunity for the Council to clarify the details of the scheme, of which Iceland were generally supportive, and to discuss the Objector’s concerns about disruption during the implementation of the scheme. The Design, Access and Implementation strategy to which I referred previously will be relevant to all occupiers including Iceland.

Network Rail

7.35 The Council is working with WMCA and Network Rail to deliver the scheme for the redevelopment of the Perry Barr station. In pursuance of a successful scheme the parties have entered into a Memorandum of Understanding (“MoU”) which addresses many of the procedural issues which Network Rail’s objection highlighted. In addition, a detailed response to Network Rail’s objection has been provided to them and it has been agreed with Network Rail that for the purposes of the scheme there is no requirement for Network Rail’s freehold to be acquired.

7.36 The Council will be entering into a Deed of Undertaking with Network Rail, which will stipulate that there will be no compulsory acquisition of any Network Rail freehold, and that there will be no dedication over any Network Rail land, no temporary or permanent rights or access being acquired over Network Rail land and no extinguishment of any existing covenants/encumbrances without Network Rail’s express consent/permission and subject to any appropriate clearance being approved.

7.37 Therefore in connection with the scheme proposals, it is understood the following property agreements will be required to be entered into between Network Rail and the Council, which will be stipulated within the Undertaking:

- Deed of Dedication from Network Rail to the Council to dedicate as highway the land required for the new cycleway and footway; such land comprising part of the bridge deck/slab over the railway on the eastern side of the A34.
- Acquisition/extinguishment of the appropriate covenants/encumbrances benefitting Network Rail within Plot 201, allowing a bus depot to be constructed on Plot 201.
- A Deed of Surrender with Network Rail which will allow the retail premises to be demolished as part of the wider station redevelopment scheme.

7.38 Compensation to be paid to Network Rail for the above agreements will be assessed in line with the Compensation Code.

510-520 Birchfield Road

7.39 Negotiations in respect of this objection have been led by Gerald Eve on behalf of the Council.
The objection was made by the long leasehold interest. This interest is, at the time of writing, under offer. The long leaseholder is under a contractual obligation to withdraw the objection to the CPO at completion.

The freehold of this site remains with Network Rail.

Negotiations in respect of this objection are being led by Savills on behalf of the Council.

The Council has made 2 offers over 9 months. This has been accompanied by meetings and correspondence with the objector and parties that had enquired about acquiring the site. Negotiations are ongoing, with the most recent offer being on the basis of a full red book valuation by the Council’s agents. It should be noted that this valuation reflected the Objector’s planning application for the site at that time. It is understood that the Objector has amended his planning application and as such has submitted a viability appraisal to the Local Planning Authority. Subject to this being independently verified the Council’s agents will review the red book valuation to reflect these revisions, and if necessary will make a further offer to the Objector.

The Council also made an offer to lease the site, which was rejected by the Objector. This was not a preferred way forward for the Council as it would compromise delivery, but the Council was keen to ensure that all options had been explored.

A clear case for the acquisition of this land was set out in the Statement of Case, and is supplemented by Mr MacLeod and Mr Shingadia’s evidence. As such the Council considers that the basis for objection has been overcome, and the remaining issue for negotiation is around land value.

Negotiations in respect of this objection are being led by Carter Jonas on behalf of the Council.

The objection was made by the freehold interest. This interest is, at the time of writing, under offer. The freeholder is under a contractual obligation to withdraw the objection to the CPO at completion.

Negotiations in respect of this objection are being led by Carter Jonas on behalf of the Council.

Subsequent to the information set out in the Statement of Case, a fee approach was agreed which enabled inspection of the property for valuation purposes. No agreement has been reached on the fees required by Barclays’ advisers but the Council has offered to enter dispute resolution on this matter in parallel with negotiations for compensation for the acquisition of the leasehold interest. Carter Jonas has continued to engage with the
Objector’s agent. They have also inspected the property fully and have made an offer for the acquisition of the landlord’s freehold interest.

7.50 The Council has identified a number of potential relocation opportunities for Barclays within the immediate area which would enable them to overcome the impact they claim the loss of the bank in the area would have. However, at the time of writing it is not clear that Barclays have explored any of these options.

10 Crown Avenue

7.51 Negotiations in respect of this objection are being led by Carter Jonas on behalf of the Council.

7.52 The Council considers that, contrary to the Objectors’ assertion, it has shown that the land is required to deliver the scheme. This requirement is set out clearly in the Memorandum of Understanding between the Council, WMCA and Network Rail relating to the Station, Bus Interchange and associated works and will be demonstrated in the Birchfield Gateway Development Brief. It should be noted that the creation of a Disability Discrimination Act-compliant subway access has a direct impact on the Objector’s property.

7.53 Discussions with the Objector’s agent are ongoing and the Council has made a number of offers for the acquisition of the premises.

PAK Supermarket

7.54 Negotiations in respect of this objection are being led by Carter Jonas on behalf of the Council. It should be noted that the CPO affects a portion of the forecourt in front of the shop, the majority of which will be retained as paved footway but which will become public highway rather than private forecourt. It is intended that a portion of the forecourt be used on a temporary basis only, and the Council expects to be able to return to PAK all of the land on which they currently display goods.

7.55 Discussions are ongoing, including a meeting on site on 16 April 2019 where the nature of the finished scheme was clarified, and the Objector’s key concerns about the impact on his business arising from the construction of the highways scheme in this area were highlighted. A range of construction time mitigation measures were discussed.

7.56 The Council has significant experience of implementing similar schemes. It intends to oblige contractors to implement mitigations such as measures to reduce dust and retain access for customers and servicing during business hours. A stakeholder engagement lead will also be available to provide information to and address the concerns of businesses before and during the works.

7.57 A letter (BCC53) has been sent to all of the parties affected by this element of the scheme, where just the forecourt affected. Further detailed correspondence relating to potential Heads of Claim has taken place with PAK and draft Heads of Terms have been issued.
Negotiations in respect of this objection are being carried out jointly by the Council and Savills.

Over a number of months there have been fortnightly – and more recently weekly – discussions between DWP and the Council to clarify a timeline for the relocation of the JobCentre, and to identify a site for relocation.

A list of relocation options which met DWP’s headline criteria were provided to DWP in spring 2019. This included 12 existing buildings, as well as 3 potential sites for either temporary use or a permanent/semi-permanent modular building.

A site visit was held on 7 May 2019 to further explore three of the relocation opportunities, following which a preferred option has been identified. DWP has carried out further work including a test plan and a further site visit took place on 5 June 2019. Subject to the relocation site being agreed through DWP’s approval processes, the Council and DWP will then put a legally binding agreement in place in relation to the surrender and relocation of the job centre, or at least an agreement to enter into the same based on final detailed Heads of Terms, with sufficient detail and certainty.

Negotiations in respect of this objection are being led by Savills on behalf of the Council.

The Council provided rebuttal of all points of objection in its Statement of Case.

Savills had sought to engage with the objector’s agent over a significant period, but with limited response. A meeting was held on 3rd April 2019 but subsequent negotiations in respect of fees (which were proposed in line with other objecting agents) were not deemed acceptable by the Objectors agent. This delayed negotiations. The Council has now agreed an undertaking in respect of the agent’s fees and discussions are considered to be ongoing. The Objector’s agent is due to submit a claim for extinguishment, which will be assessed in line with the code and paid as appropriate.
8. **S247 objections**

8.1 The justification for the S247 Order is set out in the Statement of Case for that Order (BCC52). Three objections were made to the s247 order. Two have been withdrawn. The remaining objection is being addressed as follow.

8.2 Cadent’s objection relates to a gas main which is affected by the future development of Gailey Park (alternatively described as Plot 10 on the Athletes’ Village). The Council and its agents have provided a proposed diversion scheme to Cadent for their agreement. Cadent has provided a quote for this works, and has agreed to remove the objection when this is paid. The Council is making arrangements to make the payment.
9. **Conclusions**

9.1 From my discussions with agents directly involved in negotiations in respect of the negotiations they have undertaken it is my opinion that the Council, through its appointed agents, has made reasonable attempts to acquire the land within the Order and that those attempts have followed the Guidance.

9.2 The Council has demonstrated that where objections remain either (i) there is a clear route to reach an agreement with the objector and a reasonable expectation that this can be achieved, or (ii) negotiations are in respect of value and compensation, which are matters that can be resolved through further negotiation, alternative dispute resolution, or under the statutory remedy of the Upper Tribunal Lands Chamber should the Order be confirmed. In any event, any outstanding objections would be outweighed by the greater public interest in the delivery of the scheme in its entirety.
10. Declaration

10.1 The evidence which I have prepared and provide for this inquiry in this proof of evidence is true and has been prepared and is given in accordance with the guidance of my professional institution and I confirm that the opinions expressed are my true and professional opinions.