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## Proof of Evidence

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GVA Grimley Ltd

28 February 2017

THE LONDON BOROUGH OF BARNET (WEST HENDON REGENERATION AREA)

COMPULSORY PURCHASE

ORDER (No 2) 2016

And

THE LONDON BOROUGH OF BARNET (WEST HENDON MAJOR HIGHWAY

WORKS) COMPULSORY PURCHASE ORDER

(No 2a) 2016

REFERENCE: ENV/3164290 & NPCU/CPO/N5090/77105

## Contents

1.	Introduction.....	1
2.	Scope of Evidence .....	2
3.	The need for the inclusion of all the land & interests .....	3
4.	The Requirements of Government Guidance .....	5
5.	Compensation principles and the framework for undertaking regulations.....	7
6.	Undertaking negotiations.....	13
7.	Update on negotiations .....	14
8.	Responses to objections.....	18
9.	Conclusion .....	21
10.	Statement of Truth & Declaration.....	22

## Appendices

Appendix I    Schedules of Negotiation

Prepared By: Virginia Blackman  
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**For and on behalf of GVA Grimley Limited**

# 1. Introduction

- 1.1 My name is Virginia Heloise Blackman. I hold a BSc(Hons) in Rural Estate and Land Management, I have been a Member of the Royal Institution of Chartered Surveyors since November 2000 and am a Registered Valuer. I am a Director and Head of the Compulsory Purchase team at GVA.
- 1.2 GVA is one of the leading property consultants in the UK with offices in London, Birmingham, Bristol, Cardiff, Edinburgh, Glasgow, Dublin, Belfast, Leeds, Newcastle, Liverpool and Manchester. GVA currently comprises 1500 staff with an annual turnover in excess of £125,000,000.
- 1.3 The firm offers a wide range of property advisory services including property and asset management, transactional services, professional and consultancy advice. The compulsory purchase team forms part of the Planning, Development & Regeneration Division, and is involved in a number of significant development, regeneration and infrastructure schemes using compulsory purchase powers.
- 1.4 I have advised and am currently advising acquiring authorities and developers involved in a number of mixed use and town centre developments including Haringey Development Vehicle, High Road West Tottenham, Tottenham Hale Town Centre, The Alton Estate in Roehampton, The York Road and Winstanley Estate at Clapham Junction, Mulberry Park (Bath), Northern Quarter Portsmouth, Chester Northgate, Highcross Leicester, Liverpool One, Warrington Golden Square and The Landing Maidenhead. My team is currently advising acquiring authorities and developers on housing led projects across London, including West Hendon, which will deliver over 10,500 homes.
- 1.5 GVA has been instructed by Barratt Metropolitan Limited Liability Partnership (the Developer) to provide advice in respect of site assembly including compulsory purchase for the Scheme. GVA also owes LB Barnet a duty of care in undertaking negotiations to acquire property interests and there are able to rely on our advice in this matter. My evidence, therefore, is given on behalf of both the Council and the Developer.
- 1.6 As a Chartered Surveyor acting as an Expert Witness in a Public Inquiry I am required to include in my evidence a declaration that my evidence is produced in accordance with the Royal Institution of Chartered Surveyors' Practice Statement on "Surveyors acting as Expert Witnesses (Fourth Edition) 2014". This is included at the end of my evidence.

## 2. Scope of Evidence

### 2.1 In my evidence I will:-

- Demonstrate the need for all relevant land and rights within the Orders
- Provide an overview of the Statutory Compensation Code and how the statutory framework operates to compensate affected parties.
- Describe aspects of the residents offer which fall outside of the Statutory Compensation Code
- Provide an overview of interests which have been acquired by agreement
- Demonstrate how reasonable efforts have been made to acquire remaining third party interests within the CPO.
- Respond to any objections made on the areas covered in my evidence

### 3. The need for the inclusion of all the land & interests

- 3.1 The need for the all the land in the Orders arises from the Council's objectives and policies that seek the comprehensive redevelopment of the area known as West Hendon Estate and West Hendon Broadway which I refer to as the Regeneration Project. The detail of such policies and objectives are dealt with by Mr Garner in his proof of evidence at section 2. The Order Land and new rights identified are required to secure the delivery of the Scheme.
- 3.2 As part of the process to deliver the Scheme the Developer submitted a hybrid planning application in March 2013. The Scheme is described in the evidence of Mr Heyns. Planning Permission **(CDB 37)** was granted on 20 November 2013 following the completion of a Section 106 Agreement, **(CDB 36)**.
- 3.3 The Council and the Developer own the freehold interest in a significant part of the Order Land and adjoining estate. Plan 22 within the Book of Plans shows the Council's freehold ownership shaded green with freehold interests in land owned by the developer shaded yellow and freehold and leasehold land owned by Metropolitan Housing Trust shaded blue.
- 3.4 However, there are a significant number of third party interests identified in the Order Schedules - over 400 third parties who own a freehold or leasehold interest, or are tenants and occupiers, or where the acquisition of new rights is required. In the light of the number of interests required I believe that it is unlikely that the Developer or the Council will be able to acquire all the necessary interests by agreement, within a reasonable timescale, without the exercise of compulsory purchase powers.
- 3.5 The extent of the land and new rights required for the Scheme has been a product of careful consideration by the Council, the Developer and both parties' professional teams. There has been a process of refining the extent of the land and rights necessary which has included a series of meetings and site visits to ensure that only such land and rights as are necessary for the delivery of the Scheme have been included in the Order.
- 3.6 I have illustrated the need for all the Order Land and new rights by Plan 23 within the Book of Plans. This shows the 2013 permission boundary (edged dashed green), the Phase 4 boundary edged blue, and the Order Land shaded pink (land to be acquired) and blue (new rights). It illustrates that in order for phase 4 of the Scheme to be delivered as permitted in the 2013 permission, all interests and new rights identified in the Order are required to facilitate its implementation.
- 3.7 Plan 23 within the Book of Plans also shows that some new rights sought fall outside of the 2013 permission. These rights are required to enable temporary construction/demolition or are required to enable the resurfacing or repair of footway within the physical boundary of West

Hendon Broadway. These works do not require planning permission but are required to deliver the scheme and achieve the objectives of the Regeneration Project.

- 3.8 Following agreement with the owners of land to the rear of 205-209 West Hendon Broadway, it is no longer proposed to acquire plot 1 within CPO2, **(CDA.03)**. The Council will request that the Order is confirmed excluding this plot. A list of modifications and an amended Order Plan will be provided.
- 3.9 Accordingly confirmation of this Order as modified is necessary to ensure that the Scheme can be delivered. Other witnesses will also demonstrate the need for the Order Land and rights in the context of planning policy, Scheme design and highways requirements.
- 3.10 The Council also consider that the public interest that is to be served by the Scheme and the wider social, environmental and economic benefits to be realised as a result of the regeneration proposals outweigh the necessary interference with the human rights of those with interests in and rights over the Order Land. This is considered in further detail in the evidence of Mr Bailey at para 7.8 – 7.13.
- 3.11 In conclusion, the Council has considered carefully the exercise of its compulsory purchase powers and has determined that this is necessary and justifiable in the public interest to enable the Regeneration Project to be delivered as a comprehensive whole and in accordance with their policies and aspirations. I endorse this view. In my experience the assembly of large sites within existing residential areas where there are many and complex ownerships can only be resolved satisfactorily by the use of compulsory purchase powers.
- 3.12 The Council therefore, believes that a fair and proportionate balance has been struck between the interests of those whose rights will be affected and the community as a whole.

## 4. The Requirements of Government Guidance

- 4.1 In October 2015, DCLG published revised Guidance on Compulsory Purchase process and The Crichel Down Rules for the disposal of surplus land acquired by, or under the threat of, compulsion, 'the Guidance' (**CDA.12**), replacing Circular 06/2004 dealing with the same subject. In preparing and making the Order, the Council and the Developer have ensured that the Guidance has been followed.
- 4.2 The Guidance includes policy advice in respect of attempts to acquire all third party property and rights included within the Orders by agreement.
- 4.3 Section 2 (second paragraph) of the Guidance states that the confirming authority will expect the acquiring authority to demonstrate that they have taken reasonable steps to acquire all of the land and rights included in the Order by agreement. Where land is being acquired by agreement, compensation should be paid as if it has been compulsorily purchased, unless the land is already on offer on the open market.
- 4.4 Section 3 (last paragraph), states that in order to reach early settlements, public sector organisations should make reasonable initial offers and be prepared to engage constructively with claimants about relocation issues and mitigation works and accommodation works where relevant.
- 4.5 Section 16 (first paragraph) sets out the benefits of undertaking negotiations in parallel with preparing and making a compulsory purchase order. It advises that Acquiring Authorities are expected to provide evidence that meaningful attempts at negotiation have been pursued except where land ownership is unknown or in question.
- 4.6 Section 18 states that Acquiring Authorities should consider;
- 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 including the right to refer the matter to the Upper Tribunal (Lands Chamber) if an agreement cannot be reached.
  - offering advice and assistance to affected occupiers in respect of their relocation and providing details of available relocation properties where appropriate.
  - providing a "not before" date, confirming that acquisition will not take place before a certain time
  - where appropriate, consideration should be given to funding landowners' reasonable costs of negotiation or other costs and expenses likely to be incurred in advance of the process of acquisition.

- 4.7 In section 5 below, I set out further information on the overall approach and compensation principles underlying the negotiations undertaken, and in section 6, have provided further detail of these negotiations, together with the schedule at Appendix 1. I demonstrate how the Guidance has been followed in preparing for and making these Orders.



## 5. Compensation principles and the framework for undertaking regulations

### Human Rights and the Statutory Compensation Code

- 5.1 The Human Rights Act 1998 ("the Act") incorporated into the UK domestic law the European Convention for the Protection of Human Rights and Fundamental Freedoms ("the Convention rights"). A number of Convention rights are engaged in the context of a compulsory purchase because compulsory purchase involves appropriating someone's private property rights.
- 5.2 The European Court has recognised that regard must be had to the fair balance that has to be struck between the competing interests of the individual and of the community as a whole. Providing those with land taken or affected with the appropriate compensation for their losses constitutes a key aspect of ensuring a fair balance has been struck.
- 5.3 The Statutory Compensation Code (the Code) provides the framework by which compensation is assessed to ensure the right compensation is paid to those affected. The Code is made up of legislation and case law which has developed over the preceding 150 years or so. The Code provides a set of legal principles which ensures a consistent and fair approach is taken to the assessment of losses.
- 5.4 The key overarching principle of the Code is that the claimant should be put back in the position they were prior to the acquisition, so far as money can. This involves determining what losses are attributable to the scheme and what would be likely to have happened if the scheme did not go ahead. In summary the Code provides for a number of different types of compensation:
- Market value of the property or land acquired
  - A statutory loss payment linked to the value of the land or size of the building
  - Any disturbance costs resulting from the acquisition eg the reasonable costs of moving home or a business
  - Reimbursement of reasonable professional fees
- 5.5 The courts have determined that the Compensation Code mitigates the potential conflict between the Convention and appropriation of property rights. Statutory compensation therefore constitutes a key aspect of ensuring a fair balance has been struck between the competing interests of the individual and of the community as a whole.

## Quantum of compensation

- 5.6 Whilst the quantum of compensation offered is not a matter for the Inquiry, the Guidance requires substantive attempts to be made to acquire land interests by agreement. To undertake substantive negotiations it is necessary to ensure that affected parties are offered at least the quantum of compensation they would be entitled to on acquisition through compulsion. To do otherwise would provide little incentive for landowners to reach agreement.
- 5.7 It is not necessary and would not be reasonable to expect the promoter to offer a level of compensation in excess of that provided by the Code. Instead the Code provides a framework for the assessment of compensation which can also be used to guide negotiations. In some instances wider project benefits do arise from reaching agreement at an early stage, and in those instances it is reasonable to reflect this in the level of the offers to acquire.
- 5.8 To calculate the quantum of a reasonable offer to acquire the Code requires me to take account of the approach the market would generally take in determining market value of the properties to be acquired.

## Tyrrel Way & Warner Close

- 5.9 The Inspector in her report into CPO1 (**CDA.19**) stated at IR:584 that “some occupiers clearly take significant pride in their homes but this, the relative spaciousness of those homes, or the ramped accessibility of many do not compensate for the fundamental design issues which need to be addressed.” It is these fundamental design issues, as well as many other factors, of which the general property market takes account in determining the value of the properties. .
- 5.10 In my experience it is common to find that social housing estates similar to West Hendon represent low value islands which the market treats very differently to other nearby properties. The market applies a discount in comparison to properties within the wider locality due to the fundamental design issues and also the likely costs associated with undertaking repair or major works if not regenerated.
- 5.11 Properties of non- standard construction such as those dwellings in Tyrrel Way and Warner Close are not readily mortgageable in the general market. This results in a significantly smaller pool of potential purchasers, often limited to cash rich investor owners. In considering the value of a property the investor market generally takes account of the likely return on investment, which for such properties is limited by the rental income obtainable and likely costs of undertaking major or repair works. Due to all of these factors, they tend to increase in value below the market average rate.

- 5.12 Since taking over management of acquisitions following the CPO1 inquiry GVA has managed an independent valuation exercise between leaseholders and the Developer /Council. In undertaking this exercise, detailed information regarding approach to the assessment of compensation was submitted by the leaseholders' surveyor and GVA. The independent valuers took account of the evidence and the differing opinions before forming a view as to the appropriate market value of the properties. This exercise ultimately resulted in reaching agreement to acquire 33 out of 34 of the residential units in phase 3b.
- 5.13 Offers to acquire estate properties in phase 4 are based on the outcome of the independent valuer exercise. GVA regularly undertakes a review of the market to determine whether any variation to the offers would be appropriate. If we do not manage to reach agreement on the level of compensation, it can be independently determined by the Upper Tribunal (Lands Chamber).

## Other interests

- 5.14 Both Orders include a considerable number of other third party properties and/or interests. My team and I have considerable experience in valuing and acquiring such properties, acting on behalf of acquiring authorities and also claimants. Consequently we are well placed to take forward these negotiations and acquisitions. My team has been successful in reaching agreement on all except 1 of the compensation claims within phase 3b of CPO1 (West Hendon Broadway). Attempts to acquire the interests in CPO2 and CPO2a continue, and my team will also continue to review the market evidence and if necessary update our offers to acquire as appropriate.

## Discretionary offers

- 5.15 Aspects of the offers made to leaseholders fall outside of the requirements of the Code. These additional discretionary elements have been offered to leaseholders for a variety of reasons, but their overarching purpose is, firstly, to reach agreement with leaseholders to acquire their properties in advance of the Order, and, secondly, to support the retention of the existing community throughout the Regeneration Project and beyond.

## Shared equity

- 5.16 The Council and Developer have created a shared equity scheme, the structure of which is bespoke to this scheme. It was designed to be affordable for residents and has proved popular with residents who have relocated.
- 5.17 Eligible leaseholders, essentially those who occupy their homes and acquired their property prior to the commencement of the scheme, are able to access the shared equity scheme.

(see policy detail at Appendix 2 of Mr Smith's evidence). The scheme allows leaseholders to invest the market value of their home and statutory Home Loss payment in a new home on the estate. As the new properties are more valuable than the existing homes, the remainder of the equity is held by MHT by way of a charge over the property. Leaseholders are not required to make any repayments, or pay any rent or interest on MHT's equity charge. Instead when owners come to sell the property they are simply required to repay the MHT equity charge based on the percentage of the equity initially charged. Consequently those taking shared equity are able to live in a home of a value significantly higher than their existing property without having to incur the additional costs which would ordinarily be associated with such purchase.

- 5.18 The Code provides for the appropriate level of compensation necessary to mitigate the impact of compulsory acquisition on Convention rights. However the Code includes no requirement to provide shared equity homes. The benefit leaseholders obtain from the shared equity scheme is therefore considerably in excess of compensation the legislation deems necessary to mitigate the impact of the orders on Convention rights from a compensation perspective.

## Major works costs

- 5.19 In 2014 a major electrical upgrade was carried out to the rising mains in Tyrrel Way and Warner Close, which was necessary to ensure a safe supply of electricity was available to the flats. The Council was obliged to undertake this work due to its contractual obligations as landlord and for safety reasons. Without undertaking this work I understand there was significant risk of the power supply being disconnected for safety reasons.
- 5.20 Under the terms of their lease, leaseholders are obliged to pay for a proportion of these works and they would benefit from the works, ie having a safe and secure electricity supply to their flat.
- 5.21 When buying property and determining value, the market generally takes account of any outstanding major works cost or liability and makes an adjustment to the value to reflect any outstanding costs or works. For example, if we assume there were 2 identical properties for sale, but that one was subject to an outstanding major works bill of say £10,000, the market would generally reflect this in offers made. This might include asking the vendor to discount the price to reflect these major works costs, or alternatively the vendor paying off these costs from their proceeds of the sale, thereby reducing their net receipt.
- 5.22 The Council and Developer have agreed to write off or refund any costs associated with these electrical repair works where leaseholders reach agreement to sell their property. This offer exceeds the Council's statutory obligations and is offered to provide an incentive for

leaseholders to reach agreement, and to assist in securing alternative homes either within the shared equity scheme or elsewhere.

## **Council mortgage powers**

- 5.23 Local authorities hold mortgage lending powers, but these powers are generally little used. Where parties have particular difficulties in securing access to the mortgage market (eg on account of age or income flow) the Council will consider using these powers. In phase 3a the Council made use of its mortgage lending powers so a resident leaseholder and their family could access the shared equity scheme and remain within the community in a new home with an additional bedroom.
- 5.24 This leaseholder and their family had particular needs, and possessed protected characteristics under the Equalities Act. The use of the Council's mortgage lending powers mitigated the impact of the scheme on this family.

## **Reversion to secure tenancy**

- 5.25 Leaseholders also have the option to revert to a Council secure tenancy and move to a new property on the estate. This offer is targeted at those resident leaseholders who acquired their property after the commencement of the Regeneration Project, so as to provide them with an opportunity to remain within the community. This group of leaseholders were excluded from the shared equity scheme by exercising their "Right to Buy" after the commencement of the project whilst acquiring their home at the discounted "Right to Buy" sale price.
- 5.26 The Code provides for any leaseholders in this position to receive statutory compensation for the acquisition of their property, and this compensation is not discounted to reflect the Right to Buy purchase discount. Due to the relatively low value of the residential units on the estate, leaseholders in this position will have limited relocation options if they wish to remain in the area and cannot afford or secure a mortgage. Such options will be likely to be limited to the purchase of a property within another social housing estate.
- 5.27 The option to revert to a secure tenancy will allow a leaseholder to remain within the community if they are unable to afford to relocate locally and do not wish to relocate elsewhere. However there is no statutory right permitting this reversion in the Code and the leaseholders' compensation payment will be likely to exceed the maximum amounts within the Council's Housing Allocations Policy criteria, so they would not qualify for a secure tenancy.
- 5.28 Therefore, to access the secure tenancy, the leaseholder will need to agree to a net reduction to their compensation to reflect the benefit of a secure tenancy. This is because the

secure tenancy will provide the leaseholder with the long term benefit of a discounted social rent for which they are not eligible when assessed against statute and the Council's general housing allocations policy, due to their financial position.

## Aylesbury Estate CPO

- 5.29 In September 2016, the Secretary of State confirmed to LB Southwark that he would not confirm the Compulsory Purchase Order they had made in respect of the regeneration of the Aylesbury Estate in Walworth, London.
- 5.30 The reasons provided by the Secretary of State for his refusal included:-
- the significant economic, social and environmental well-being disbenefits to homeowners
  - the Council's failure to take reasonable steps to negotiate with leaseholders
  - the requirement for leaseholders to invest additional funds over and above their compensation entitlement to take advantage of the shared equity offer, and the consequent impact on their financial security of this requirement.
  - that insufficient evidence had been provided to demonstrate that the Council had complied with its Public Sector Equalities Duty in respect of the affected parties.
- 5.31 The Council have challenged the decision and the challenge will be heard in the High Court on 9 May 2017.
- 5.32 At IR 637 and 639 **CDA.19**, the Inspector concluded that the Scheme would result in significant benefits to the well-being of the area, and that this would be in the interests of residents and the wider population of the Borough and beyond. Overall, the interference with human rights would be proportionate having regard to the level of interference and the public benefits that the scheme would bring.
- 5.33 Phase 4 and the Major Highway Works will continue the benefits to residents and the wider population of the Borough identified in the previous CPO1, including the Green Infrastructure and the improved highways network, as well as new housing.
- 5.34 Unlike at Aylesbury Estate, it was acknowledged at IR613 **CDA.19** that reasonable efforts had been made by the Acquiring Authority to achieve a negotiated settlement, and at IR619 **CDA.19** that adequate opportunities for negotiation had been undertaken.
- 5.35 All leaseholders have been given the opportunity to take independent professional advice on the negotiations, and the majority of them did instruct a surveyor to represent them. I confirm at para 5.12 that following the Inquiry into CPO1, the Developer and Council undertook an

independent valuation exercise with leaseholders, and following this, acquisition by agreement was reached for 33 of 34 residential leaseholders.

- 5.36 At section 6 I set out our approach to negotiations for this phase, and at para 7.7 that agreement has been reached to acquire 21 of 34 leasehold interests at the date this evidence is submitted.
- 5.37 In respect of the shared equity offer, it was confirmed at IR 600 for CPO 1 that all eligible leaseholders would be able to access the shared equity scheme with the compensation offers which had been made, and that no additional funds would be required to be invested.
- 5.38 At para 5.16-5.17 above I summarise the shared equity offer for this phase, and further detail is provided at Appendix 2 of Mr Smith's evidence. The shared equity offer remains the same as the offer made to eligible leaseholders for CPO 1, and I confirm that leaseholders will not be required to invest additional funds in order to access scheme.
- 5.39 Mr Bailey at para 7.14-7.21 sets out evidence of the Council's consideration of its Public Sector Equality Duty. At para 25-26 of his decision letter for CPO1 (**CDA.20**), the Secretary of State confirms that in coming to his decision to confirm the Order, he has had due regard to his Public Sector Equality Duty. Whilst he acknowledges that there may be detrimental impacts on families with small children, those with disabilities / medical conditions and the elderly, he has balanced those against the benefits created by the scheme, and considers that his decision to confirm the CPO is proportionate and justified in the circumstances.
- 5.40 Phase 4 and the major highway works are a continuation of the Scheme underlying CPO1. The Council had due regard to its Public Sector Equality Duty when deciding to make the Orders, and considers that that decision was proportionate and justified in the circumstances.

## 6. Undertaking negotiations

- 6.1 GVA was instructed to commence negotiations to acquire third party interests required to deliver Phase 4 and the Major Highway Works in March 2016. Since that date, on behalf of the Developer and the Council we have undertaken substantial negotiations to acquire properties by agreement prior to making the CPO. Undertaking substantive negotiations does not simply involve making offers to acquire properties. Instead it involves engaging with affected parties, considering and addressing other concerns they may have regarding the scheme, acquisition or relocation, whilst seeking to acquire their property by agreement.
- 6.2 My team is currently undertaking negotiations to acquire interests within the Order Lands. As outlined at para 5.15, these negotiations are guided by the principles of the Code and also include additional discretionary elements which exceed the requirements of the Code. These

measures are offered in to assist in retaining the community and encourage parties to reach agreement.

- 6.3 Despite the shared equity offer some eligible residents make a choice to relocate elsewhere, for a variety of personal or family reasons. Within phase 3b, initially some leaseholders were opposed to the concept of acquiring a shared equity flat rather than one where they owned the entirety. Together with the agent acting for a number of leaseholders, we explained the shared equity offer available, as set out in Appendix 2 to Mr Smith's evidence. Once this further information had been provided, more leaseholders were content to consider the shared equity offer.
- 6.4 However, a few remaining leaseholders retained their objection in principle to the shared equity offer, but wished to remain in the locality. Due to the market value issues set out in para 5.10-5.11 above, their options were limited to properties on similar estates or properties with shorter leases. As is acknowledged at para IR 596 CPO1 (**CDA.19**), some residents will prioritise choice of property over location, and choose to move elsewhere.

## 7. Update on negotiations

### Estate residential properties

- 7.1 The history of negotiations underlying the Regeneration Project and Scheme are set out in section 6 of the Common Core Information. At the commencement of preparations for CPO2, 34 long leasehold interests remained in Tyrrel Way and Warner Close.
- 7.2 GVA commenced discussions with all affected third parties in March 2016. A summary of negotiations is set out in the schedule at appendix 1 and I set out our approach below.
- 7.3 Significant difficulty has been encountered contacting some owners, in particular investment owners who have not changed the address held at the Land Registry, where occupiers have not passed letters and official requisitions to their landlord or the landlord has not set up mail forwarding arrangements. Such contact issues have prevented earlier progress for some properties within the phase, but we have now contacted all owners and commenced negotiations.
- 7.4 The majority of leaseholders have now instructed Dan Knowles of Sawyer Fielding to act on their behalf and therefore negotiations regarding those properties have taken place concurrently rather than treating each case in isolation. He represented a number of owners within the previous phase, and was part of the Independent Valuer process carried out in respect of properties within Phase 3b, and referenced at para 5.12 above.



## **Approach to offers**

- 7.5 The estate residential properties within CPO2 fall into 2 typologies:
- Single bedroom flats
  - 2 bedroom maisonettes
- 7.6 System built homes generally have common dimensions and layouts subject to some slight variations and modifications undertaken by owners. As explained at paragraph 5.12 an independent valuation was undertaken which provide average values for each typology. Adjustments are then made to take account of the condition of units and other relevant valuation considerations. Negotiations have been undertaken and offers made on a fair and consistent basis. Where claimants have particular needs or adaptations to their property, these were taken into account in making offers to acquire.
- 7.7 Since opening negotiations 6 properties have been acquired with agreement reached on a further 15 properties. Of these 6 owner occupiers have agreed to acquire or already moved to surplus CPO1 shared equity homes.
- 7.8 Negotiations to acquire the remainder of the estate residential units continue. Details of negotiations are included in the schedule at Appendix 1.

## **Cool Oak Lane Plots 51, 52, 52, 54, 55 & 56**

- 7.9 Land is required at Cool Oak Lane to improve the junction turning radii. These junction works had the potential to affect a proposed and consented residential development on the adjoining site. Negotiations were undertaken to resolve any potential design conflict and agree compensation. This acquisition was largely agreed in summer 2016 with delayed completion occurring in January 2017 on account of title issues with the vendor's adjoining land.

## **Nofax Enterprises Limited/ Deerfields site Plots Plots 37,38,39,40 &41**

- 7.10 By a letter dated 4 September 2013, the owners of the Deerfield Site ("the Deerfield Owners") served a purchase notice on the Council pursuant to section 137 of the Town and Country Planning Act 1990. The notice asserted that the whole land (i.e. 1-3 Station Road) had become incapable of reasonably beneficial use in its existing state and required the Council to purchase the interests in the land.

- 7.11 The Council served its Response Notice (dated 2 December 2013) on the Deerfield Owners and the Secretary of State confirming that it was not willing to comply with the notice for reasons set out in an accompanying statement of reasons.
- 7.12 On 28 January 2014, the Secretary of State for Communities and Local Government issued a letter in which he proposed not to confirm the notice. The Deerfield Owners subsequently requested to be heard at an inquiry which was scheduled to take place on 29 & 30 October 2014. Throughout this process the Council continued negotiations with the Deerfield Owners with a view to acquiring only that part of the land necessary to deliver the improvements to Station Road.
- 7.13 Having reached an agreement in principle for the acquisition of the land required for the Scheme, the Deerfield Owners withdrew the purchase notice on 25 September 2014, and subsequently commenced the development on site. However, since then, it has not been possible to conclude a contract with the owners for the acquisition of the land.
- 7.14 In September 2015, the Deerfield owners stated that they were no longer prepared to proceed with the sale of the land required for the Scheme on the terms agreed, and they proposed new terms. Since that date, on behalf of the Developer and the Council, I have been in discussion with the Deerfield Owners to attempt to agree terms to acquire the property by agreement. To date, we have not been able to agree terms, but have continued to exchange information and discuss our approach in an attempt to reach agreement.
- 7.15 The development on site is now complete and we understand partly occupied. In late 2016, the Deerfield Owners submitted a planning application to the Council to allow an extension of the permitted development on site. [The application has not yet been decided, but once a decision is made, we will ensure this is reflected in any discussions with the Deerfield owners.
- 7.16 Further details of the negotiations are set out in the schedule at Appendix 1.

## **Plot 44**

- 7.17 Negotiations with the freeholder of the property commenced May 2016. This party also held a property in CPO where compensation was settled by agreement in August 2016.
- 7.18 The residential unit in No.234 is occupied by a protected tenancy. The Developer has discussed relocation with the tenant and proposes to relocate the tenant to a new property within the scheme. The tenant is content with this offer.

## Other Landowners

- 7.19 All other third party landowners have been contacted to open negotiations, and these negotiations are summarised at Appendix 1.
- 7.20 In many cases where rights are sought which have limited impact (eg oversailing or resurfacing) landowners have not responded or initial discussions have alleviated their concerns without any formal agreement being required.
- 7.21 Negotiations have also occurred with third parties where land is required in an attempt to acquire by agreement, to discuss the impact of the scheme on the property and to consider relocation options.

## National Grid

- 7.22 Agreement has been reached with National Grid to protect their apparatus within the Scheme and this is currently in the hands of solicitors. We expect the agreement to be concluded shortly.

## 8. Responses to objections

8.1 The Secretary of State has received objections against the confirmation of the Orders. A schedule of objectors for each order is in the Core Document library at **CDD.03**.

8.2 Although a number of individual objections were made a considerable number of common themes were contained in these within. In responding to these objections we have grouped the objectors with their associated themes.

8.3 Responses to these objection themes have been collated in the Response to Objectors document, and I refer below to those objections relating to my evidence.

### **Group 1 theme 8: Rights of Non-Resident Leaseholders**

8.4 The objections raise concern that investment owners are prohibited from selling their properties until summer 2018. I respond to this objection along with Mr Bailey.

#### *Response:*

8.5 The Council's response is set out at paras 2.54-2.59 of the Response to Objectors.

8.6 I confirm that the Council has not prohibited sale of investment properties until 2018, and on behalf of both the Council and the Developer, GVA is willing to negotiate with third parties.

### **Group 1 theme 9: Human Rights (Purchase Price of Shared Equity, SDLT & Service Charges)**

8.7 The objectors claim the scheme will be in disproportionate contravention of Article 1 of the First Protocol to, and Article 8 of the European Convention on Human Rights (ECHR). I respond to the objection along with Mr Smith and Mr Bailey.

8.8 The objector's also raise specific issues in regard to 3 policies associated with the shared equity scheme. These are set out at paragraphs 2.71-2.91 of the Response to Objectors.

8.9 I confirm that the Council and Developer will continue to work with eligible leaseholders to ensure the shared equity offer is realistic and affordable.

### **Objections group 2**

8.10 An objection was submitted by Jasmin Parsons to which is appended a petition with 30 signatories. This has been treated as 31 individual objections; however the substance of each individual objection replicates Ms Parsons' statement.

#### *Group 2 Theme 1:*

8.11 The objection states that:

- The estate properties are in a prime location
- The buildings are structurally sound and still have a reasonable useful life
- The Estate was protected from Edgware road
- The failings in the buildings is attributable to or exacerbated by the Council

8.12 I respond to this objection theme along with Mr Shipway. The response is set out at para 3.9-3.14 of the Response to Objections.

8.13 I set out at para 5.8 and 5.12-5.13 above my approach to the assessment of value of the Estate properties.

8.14 Overall, the Council considers there to be fundamental problems with the existing estate which can only be addressed through comprehensive redevelopment.

*Group 2 Theme 3:*

8.15 The objection states that:

- There is no longer a guarantee to stay or return to the estate
- Communities, families and social networks are being fragmented and people are being forced outside London.

8.16 I respond to this objection along with Mr Bailey, Mr Smith and Mr Shipway. The response to this objection is set out at para 3.22-3.33 of the Response to Objections.

8.17 The rights for residents vary depending on tenure. Rehousing options for leaseholders in this position are considered at para 5.16-5.17 and 5.25 of my evidence.

*Group 2 Theme 6:*

8.18 The objections raise the question of valuations and assessment of compensation associated with the acquisition of long leasehold interests.

8.19 I deal with this objection. My approach to assessment of market value for leasehold interests is set out at para 5. 5.8 and 5.12-5.13 above. The response to this objection is set out at para 3.46 of the Response to Objections.

8.20 I confirm that our approach to leasehold valuations and assessments of compensation is fully compliant with the Code and all professional requirements of the RICS.

#### **Objections group 4**

##### *National Grid*

- 8.21 National Grid objected to both orders. I deal with this objection and a response is at para 5.2 of the Response to Objections. Agreement has now been reached with National Grid, and this matter is now with solicitors for documentation.
- 8.22 We expect the documentation to be completed shortly, and following this, the objection will be withdrawn.

#### **Objections group 5**

##### *William Noad*

- 8.23 Mr Noad objects to the acquisition of land in unknown ownership over which his property holds access right. I deal with this objection and a response is at para 6.3 of the Response to Objections.

##### *Response*

- 8.24 Agreement had been reached with Mr Noad and was sent to solicitors for documentation. However, following agreement with the objectors within Group 3, the Council will request that the Secretary of State modify CPO2 to exclude plot 1 and therefore this objection will no longer remain.

## 9. Conclusion

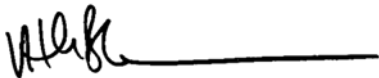
### 9.1 In conclusion,

- I have demonstrated how all the land included within the Orders is required to enable delivery of the scheme.
- I have explained how the Statutory Compensation Code provides for affected parties to be compensated for their loss and how the statutory framework is designed to mitigate the impact of compulsory acquisition on the rights of affected parties.
- I have explained how the Council and Developer's offer to residents exceeds the statutory requirements and has been prepared to further mitigate the impact of the scheme on residents.
- I have demonstrated that the Council and Developer have undertaken reasonable negotiations to acquire in advance of the Order, as required by section 2 of the Guidance, and have offered advice and assistance to affected occupiers in respect of their relocation as required by section 18 of the Guidance.
- I have set out the Council's and Developer's response to Objections to the Order where the objection relates to the subject of my evidence. In my opinion, none of the objections submitted outweigh the benefits created by the scheme.

## 10. Statement of Truth & Declaration

- 10.1 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.
- 10.2 The opinions I have expressed represent my true and complete professional opinions on the matters to which they refer.
- 10.3 I confirm that my report has drawn attention to all material facts which are relevant and have affected my professional opinion.
- 10.4 I confirm that I understand and have complied with my duty to the Public 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.
- 10.5 I confirm that I am not instructed under any conditional or other success-based fee arrangement.
- 10.6 I confirm that I have no conflicts of interest.
- 10.7 I confirm that I am aware of and have complied with the requirements of the rules, protocols and directions of the Public Inquiry.
- 10.8 I confirm that my report complies with the requirements of RICS – Royal Institution of Chartered Surveyors, as set down in the RICS practice statement 'Surveyors acting as Expert Witnesses'.

Signed:



Virginia Blackman BSc(Hons) MRICS

Dated: 28 February 2017





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Appendix I -  
Schedules of  
Negotiation



CPO2 Negotiations 28/02/2017

Block	Address		Agent		HOT exchan- ged	Contract exchanged	Acquired	Source	Objector ?	Notes	Notes 1	Notes 2	Notes 3	Notes 4	Notes 5	Notes 6	Notes 7	Notes 8	Notes 9
	50 Tyrrel Way, London NW9 7QW	Marlene Guimaraes	Leaseholder	Sawyer Fielding	INV	Yes		Tenant	Y	Letter sent 09/03/16									Hot signed 19.12.16 objection to be withdrawn once contracts exchanged
								DK		Letter sent 09/03/16						Inspected 26.04.2016			
	52 Tyrrel Way, London NW9 7QW	Mr Michael Paul Thoumine	Leaseholder	Sawyer Fielding		Yes	Yes	Tenant and Postal		No letters as LBB acquiring			040416- resolution secured to permit acquisition- Lhr required CGT roll over relief so LBB has to acquire not BM LLP. 050416 MW						
		Mrs Anne Thoumine	Leaseholder					Tenant and Postal		No letters as LBB acquiring									
	57 Tyrrel Way, London NW9 7QW	Mary Elizabeth Turner	Leaseholder	Sawyer Fielding	INV	Yes		Tenant and Postal		Letter sent 09/03/16		Daughter 07908629383	Lhr daughter phoned (She is a private tenant elsewhere) interested in value, interested in shared equity- not represented, mw explained cpo and	Inspection notification letter sent 31/05/2016		Inspected 21.06.2016			Hot signed 19.12.16
	58 Tyrrel Way, London NW9 7QW	Peter Douglas Wicker	Leaseholder	Sawyer Fielding		Yes	Yes	Tenant and Postal		Letter sent 09/03/20			Lhr phoned MW on 080416 to revise inspection time- email sent to Dan			Inspected 26.04.2016			
	59 Tyrrel Way, London NW9 7QW	Mr Alireza Rahimian	Leaseholder	Sawyer Fielding	OO	Yes		All		Letter sent 09/03/16			proposed early move to 2 bed shared equity. Likely to fail though die to leaseholder debts. Need c64K mortgage +	Due to complete in November 2016	Hot exchanged	Delayed completion die to need to resolve leaseholder debt issues.	06/01/2017 email exchange with DK comment on debt issues		
	60 Tyrrel Way, London NW9 7QW	Sailesh Kumar	Leaseholder	Sawyer Fielding	INV	Yes		Tenant and Postal	Y	Letter sent 09/03/16		tel 07501156258	Lhr changed address- now 7 Dunnock Close, Borehamwood, WD6 2EL. MW spoke on 04.05.16 explained process, basis of claim and value. MW suggested leaseholder appoint agent provided	Barnet Homes this is occupied by a tenant on the violence list.	Notification and update letter sent to landlord 06.06.2016  DANGEROUS TENANT	DK instructed- confirmed by phone on 07/10/16- property and inspection discussed- mw agreed to try to secure BH condition report	DK email on 7 Oct, MW response on 11th	offer sent to DK 24/10/2016 following phone call on 21/10/16	Hot signed & with solicitors 09.01.17
	61 Tyrrel Way, London NW9 7QW	Mr James Alfred Benham	Leaseholder	Sawyer Fielding	OO	Yes		All		Letter sent 09/03/16			Agent prefers to wait until a number of other transactions greed before discussing value. L'Hr does not agree with the basis of value. We understand L'hr previously worked abroad and was not eligible for shared equity. Now understand he is resident and likely to be eligible for SE.			Inspected 26.04.2016			Hot signed 19.12.16
	65 Tyrrel Way, London NW9 7QP	Muhammed Naveed Siddiqui & Ms Iffat Siddiqui	Leaseholder	Sawyer Fielding	OO			All	Y	Letter sent 09/03/16			Agent prefers to wait until a number of other transactions greed before discussing value. L'Hr does not agree with the basis of value. We understand L'hr previously worked abroad and was not eligible for shared equity. Now understand he is resident and likely to be eligible for SE.	Email regarding meeting 24/02/17					
	71 Tyrrel Way, London NW9 7QP	Sadaf Ahmed	Leaseholder	Sawyer Fielding	INV			Tenant and Postal Name Change DK	Y	Letter sent 09/03/16			leaseholder has debt issues and reluctant to sell- possible property swap option? Family appear to run her	Agent prefers to wait until a number of other transactions greed before discussing value.					
	75 Tyrrel Way, London NW9 7QP	Ms Kate M Pajevic & Branko Patevic	Leaseholder	Sawyer Fielding	OO	Yes		All		Letter sent 09/03/16	Inspected 26.04.2016	Hot exchanged	Due to complete in November 2016	Check progress with HBPL					
	76 Tyrrel Way, London NW9 7QP	Mr Arvind Mehta & Ms Jayshree Mehta	Leaseholder	Sawyer Fielding	OO			All		Letter sent 09/03/16 letter returned undelivered 150316 letter re-posted on 16/03/16	Inspected 27.04.2016	email 26/09/2016							
	85 Tyrrel Way, London NW9 7QP	Mr Aasid Variava & Ms Amina Variava	Leaseholder	Sawyer Fielding	OO	Yes		All		Letter sent 09/03/16	Inspection notification letter sent 31/05/2016		Inspected 15.06.2016	Message left for Phoebe on 07/11/16 by Jonathan Partridge of TLT, MW left voicemail by return	08/11/2016 call and email with TLT regarding mortgage	Hot signed 16.12.16			
	92 Tyrrel Way, London NW9 7QP	Dr Khalid Nasir Khalid Al-Hammdany	Leaseholder	Sawyer Fielding	INV			Tenant and Postal	Y	Letter sent 09/03/16			Other address: Dr. Khalid N K Al- Hammdany Tadawi Medical Centre , Bin Omran, P O Box 3585 Doha , QATAR	Cannot open email MW sent email 14.06.2016 seeking to arrange inspection- response provided	Spoken to Dan 05.10.2016 he is now instructed - Inspected 10.10.2016	offer sent to DK 24/10/2016 following phone call on 21/10/16	LHR working in Middle East. Some discussions round Lhr reinvesting early elsewhere. At this point agent wants to agree other transactions before discussing value of this property.		
	97 Tyrrel Way, London NW9 7QP	Mr K Dalal	Leaseholder	Sawyer Fielding	OO			Tenant		Letter sent 09/03/16	Second Intro letter sent 06.06.2016	DK instructed- GVA advised on 1 Nov 2016	Interested in shared equity and likely to need council mortgage	Inspection cancelled for third time by leaseholder on 24/01/17					

Block	Address		Agent		HOT exchan- ged	Contract exchanged	Acquired	Source	Objector ?	Notes	Notes 1	Notes 2	Notes 3	Notes 4	Notes 5	Notes 6	Notes 7	Notes 8	Notes 9
	99 Tyrrel Way, London NW9 7QP	Ms Agnes Bidie Obie	Leaseholder	Sawyer Fielding	INV			Tenant and Postal		Letter sent 09/03/16	Initially expressed intersted in SE	Appears not to live in property	potentially not resident- check	Second Intro letter sent 06.06.2016	Inspected 10.10.2016	offer sent to DK 24/10/2016 following phone call on 21/10/16	DK Counter Offer 14/11/16 MW counter offer on 15/11/2016	Agreement as to value reached, only HL /occupation issue outstanding	Waiting for proof of occupation to agree home loss payment CT provided, but no evidence of occupation
	114 Tyrrel Way, London NW9 7QP	Ms Adebimpe O Okekunle & Mr Adeoba A Okekunle	Leaseholder	Sawyer Fielding	OO	Yes	Yes	All		Letter sent 09/03/16						Inspected 26.04.2016			
	119 Tyrrel Way, London NW9 7QP	Dipavali Piyush Patel & Piyush Bachoobhai Patel	Leaseholder	Sawyer Fielding	INV	Yes		Tenant and Postal		Letter sent 09/03/16				Inspected 26.04.2016	Value agreed. Draft HoT issued 24/01/17				HoT signed 27/01/17
	121 Tyrrel Way, London NW9 7QP	Hemal Mahendra Davda & Shantaben Davda	Leaseholder	Sawyer Fielding	INV	Yes		Tenant and Postal		Letter sent 09/03/16		hemeldavda01@ho tmail.com hdavda@trustplc.c om	LHR called and left message on 09/03/16, MW returned call and left answerphone message on 10/03/16. Called at 15:15 on 10/03/2016 ran through basis of compensation, options to acquire, offered to send ind valuer reports and agent suggestions	Email on 11/03/2016. Inspection notification letter sent 31/05/2016	Inspected 15.06.2016	DK offer on 21 Oct 16 MW accept offer on 15/11/16		HoT signed 16.12.16	
	122 Tyrrel Way, London NW9 7QP	Mary Mosunmola Abekeade Olubi	Leaseholder	Sawyer Fielding	INV	Yes		Tenant and Postal		Letter sent 09/03/16						Inspected 26.04.2016			HoT signed 16.12.16
	11 Warner Close, London NW9 7QL	Ms Sarah Simmonds	Leaseholder	Sawyer Fielding		Yes	Yes	OAS and Tenant		Letter sent 09/03/16			Email from and sent to agent 11/03/16 - MW offered to discuss value and inspect on 150316 Lhr phoned MW on 24/03/16, keen to			Inspected 27.04.2016			
	12 Warner Close, London NW9 7QL	Ms Shirley A Backes	Leaseholder	Sawyer Fielding		Yes	Yes	OAS and Tenant		Letter sent 09/03/16			LHR at no 11 phoned on behalf of no 12, no 12 is (we are told) keen to arrange inspection but is on			Inspected 27.04.2016			
	14 Warner Close, London NW9 7QL	Ms Lisa V Ellis & Ms G Ellis	Leaseholder	Sawyer Fielding		Yes	Yes	OAS and Tenant		Letter sent 09/03/16			Leaseholder phoned MW on 15/03/16 to express interest in shared equity and agreeing a value. MW agreed to contact dan to			Inspected 27.04.2016			
	18 Warner Close, London NW9 7QL	Ms Theresa Dedei D'Almeida	Leaseholder	Sawyer Fielding	OO	Yes		OAS and Tenant		Letter sent 09/03/16				Inspection notification letter sent 31/05/2016		Inspected 15.06.2016			HoT signed 16.12.16
	23 Warner Close, London NW9 7QL	Mr Nurdin Bandali Visram & Mrs Gulzar Visram	Leaseholder		Think INV			Tenant		Letter sent 09/03/16	Other potential address: 59 Battersea High Street		Phone message received on 11/03/16 advising that person is no longer at property providing mobile No for	Second Intro letter sent 06.06.2016	potentially used as HMO	Letter sent to no.23 and Battersea address on 07/2/17	Letter returned undelivered by RM from Battersea address.		
	25 Warner Close, London NW9 7QL	Mr Oliver D Holder	Leaseholder	Sawyer Fielding	OO	Yes		OAS and Tenant		Letter sent 09/03/16						Inspected 27.04.2016			
	41 Warner Close, London NW9 7QN	Mr Roland Akinyede	Leaseholder	Sawyer Fielding	Think INV			Tenant	Y	Letter sent 09/03/16		Second Intro letter sent 06.06.2016	DK advised instructed on 1 Nov, understand owner lives in USA		DK instructed. Position regarding desire to purchase made clear during overall				
	42 Warner Close, London NW9 7QN	Ms D Warner	Leaseholder		INV			Tenant		Letter sent 09/03/16	Second Intro letter sent 06.06.2016	Email 18/11/2016- appears owner resides in Australia	email from owner on 22/11/16, mW response on 22/11/16, email: dhw42@yahoo.com	Emain correspondence- check dates. Arranged for hand delivery of CPO notices to NSW	Understand DK is in process of being instructed	email sent to owner 01/02/17	04/04/17 email from DW stating an agent is to be instructed	Inspection proposed for 6th March - DK email 27/02/17	
	46 Warner Close, London NW9 7QN	Samil & Bijal Shah	Leaseholder	Sawyer Fielding	INV	Yes		Tenant		Letter sent 09/03/16				Inspection notification letter sent 31/05/2016	Called 13.06.2016 to confirm inspection but no answer	Inspected 21.06.2016			HoT signed & with solicitors 09.01.17
	57 Warner Close, London NW9 7QN	Mr Dilip Dahyalal Joshi & Ms Nalini Dilip Joshi	Leaseholder	Sawyer Fielding	OO			OAS and Tenant		Letter sent 09/03/16				Inspection notification letter sent 31/05/2016		Inspected 27.04.2016	email 26/09/2016		
	58 Warner Close, London NW9 7QN	Mr Stephen J Collinge	Leaseholder	Sawyer Fielding	OO	Yes		OAS and Tenant	Y	Letter sent 09/03/16	Probably interested in SE	DK offer 10/11/16 mw accept offer 15/11/2016			Second Intro letter sent 06.06.2016	Inspected 10.10.2016	offer sent to DK 24/10/2016 following phone call on 21/10/16, DK counter offer 10/11/16		HoT signed 16.12.16
	59 Warner Close, London NW9 7QN	Mr Mario Paolo Forsyth	Leaseholder	Sawyer Fielding	INV	Yes		Tenant		Letter sent 09/03/16				Inspection notification letter sent 31/05/2016		Inspected 21.06.2016			HoT signed 16.12.16
	67 Warner Close, London NW9 7QN	Ms Anela Dzozilic	Leaseholder	Sawyer Fielding	OO			OAS and Tenant		Letter sent 09/03/16	Second Intro letter sent 06.06.2016	Email from and phonecall with DK on 15/11/2016, individual has cancer and not eligible for SE. MW agreed to look into housing solution	MW email 15112016 DK informs us he is instructed 15.11.2016	MW email proposing replacement property 18/11/16	AFW Inspected 12.12.16	Charge held by Peter Roderic, PW phoned MW on 07/12/16 to advise of change of address, PW has received CPO notice and interested to know scheme impact on the charge. New address: 47 Ashburnham Road, Richmond, TW10 7NJ, Tel 07505104266	Initial offer made on 18th Jan 2017 following previous verbal negotiations regarding condition		

Block	Address			Agent		HOT exchan- ged	Contract exchanged	Acquired	Source	Objector ?	Notes	Notes 1	Notes 2	Notes 3	Notes 4	Notes 5	Notes 6	Notes 7	Notes 8	Notes 9	
	69 Warner Close, London NW9 7QN	Mr A Jamal & Mrs Shumaya Jamal	Leaseholder	Sawyer Fielding	Uncertain- likely INV				Tenant		Letter sent 09/03/16			No 67 advises this is a tenanted property.	DK hopes to be instructed soon (as per e/m 15.11.2016)	AFW Inspected 12.12.16	initial offer made on 18th Jan 2017 following previous verbal negotiations regarding condition and discussion regarding level of LH equity wich agent does not know. Further discussion to occur after Agent has met lhr.				
	70 Warner Close, London NW9 7QN	Mr H Ahsak & Mrs Z Ahsak	Leaseholder		Uncertain- likely INV				Tenant		Letter sent 09/03/16	AFW and VB inspected 24.01.17	email exchange regarding whether DK is still instructed on 07/02/17	Email from and response to solicitor on 22/02/17 stating solicitor rather than DK is instructed	22/02/17 MW email to DK requiring clarity on instruction.						

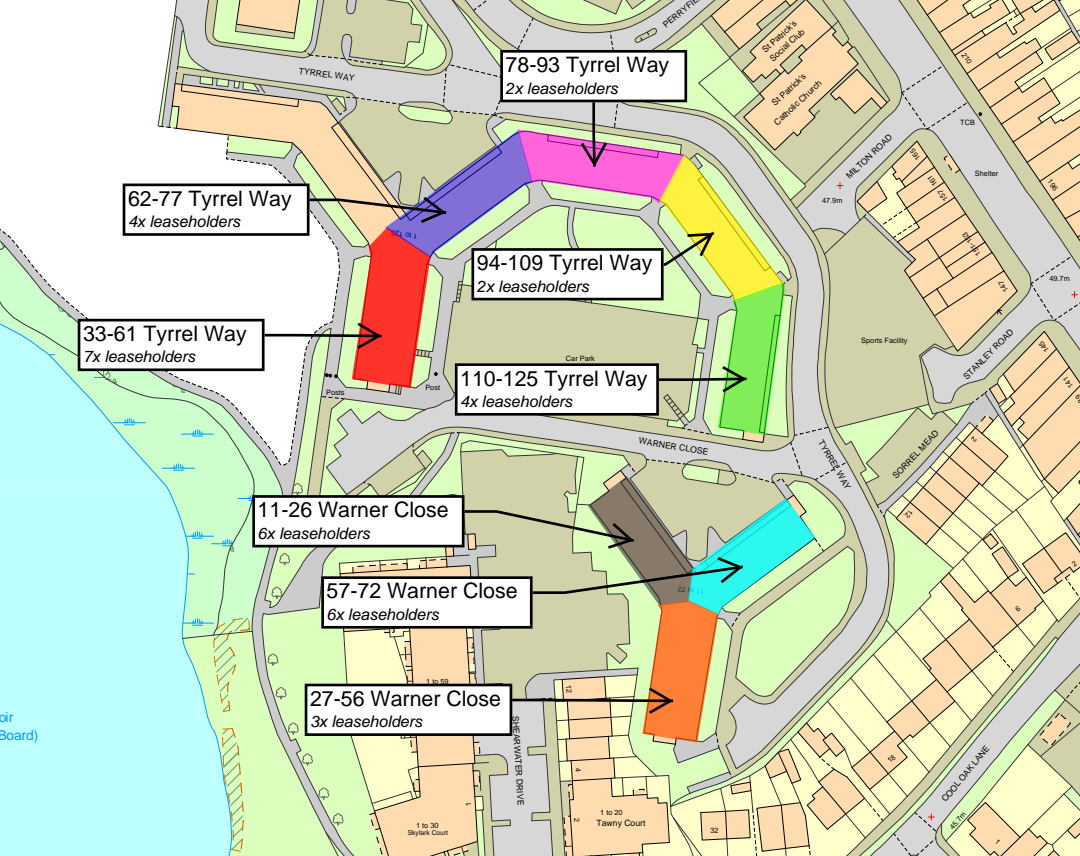
<b>General notes</b>
16/03/16- c30 min conversation with DK re principles, inspections and TV documentary
09 Feb 2016- letter sent to leaseholders by MHT regarding shared equity offer
24/03/16 MW spoke with DK re- No 52 TY, no 11, 12 and arranging inspections across CPO. Agreed to postpone all inspection until DK returns from hol so all parties in equal footing RE securing shared equity
25th Feb 2016 open day held for CPO2 leaseholders to view shared equity properties
050416 DK proposes inspection dates for his clients and we agree to meeting with DK on 29th April
April 2016 Project leaflet posted to affected parties
Evening and afternoon drop in session for CPO2 held on 26th April 2-4pm and 6-8pm.
29th April Meeting with Dan Knowles- offers agreed on 6 SE properties- initial negotiations undertaken on remainder of 13 inspected
Email sent on Tues 24 May making offers to acquire SE and initial offers to acquire remainder of 13 inspected at that point and 59 Tyrel Way
HoT issues to 7 parties for SE on 31 May 2016
Meeting with DK - discussed and agreed principals for option agreements and deferred residential acquisitions
Meeting with MR Khalick on 07 July 2017. MW and NS attended to discuss basis of offers, scheme progress etc
20th July email to Jasmin Parsons
22nd August sent further offers to DK and outlined deferred purchases
26/08/2016 sent details of shared equity to DK
email on 260916 sending SoR's etc to DK
email to DK on 11/10/2016 responding to 8 offers
Nov 2016- various discussions with DK regarding structure of deferred purchase arrangements
14/10/16 - MW sent HoT with deferred purchase of 18 WC and 61 TW to DK for review
21/10/16 - AFW discussed values of recent inspections with DK (58 WC, 99 TW, 60 TW)
24/10/16 - AFW issued initial offers of above properties to DK
12/12/16 - AFW inspected 67 & 69 WC
14/12/16 - AFW prepared HoT for 50, 57, 61 TW
16/12/16 - DK returned signed HoT for 58, 59 & 18 WC and 122, 85 & 121 TW
19/12/16 - MW issued HoT for 50, 57, 61 TW

Block	Address			Agent		HOT exchan- ged	Contract exchanged	Acquired	Source	Objector ?	Notes	Notes 1	Notes 2	Notes 3	Notes 4	Notes 5	Notes 6	Notes 7	Notes 8	Notes 9
														21/12/16 - DK returned HoI signed for						
														06/01/17 - MW issued HoI 46 WC & 60 TW						
														09/01/17 - DK returned signed HoI for above						
														24/01/17 - AFW & VB inspect 41 & 70 WC						
														26/01/17 - MW conversation with DK						
														08/02/17 email from DK re Mr Khalick meting						
														13/02/17 phonecall with DK regarding Khalick meeting and 99TY						
														24/02/17 email to DK regarding meeting with Mr Khalick						

Property	Agent	Contact details	Date	comments			
Mr Kyrou		kyroskyrou@hotmail.co.uk'		03/03/16 email to owner of 177 West Hendon Broadway following conversation			
Eton Nursery 169 The Broadway			10/03/2016	Email sent on 10/03/16			
141 West Hendon Broadway	Kelpesh Varsani- Curzon and Webb 16 Hanover Square W1S 1HT London Greater London England tel 077340206245		06/04/2016	Agent phoned MW on 060416 to discuss impact. MW explained that rights only affected and impact from highway resurfacing			
179 West Hendon Broadway	N/A agents suggested		06/04/2016	Phonecall with owner on 060416- see email			
211 The Broadway retail space	N/A		10/05/2016	14 years remaining on lease, 13k rent. Discussed scheme impact on phone on 10/05/16, explained that property is excluded but access to rear may be affected and reopened. Party interested in selling business. MW offered to assist in confirming that the building is excluded from the scheme.	tel 07780992959 or (Home) 02085376356	faiez@live.co.uk	
20 Cool Oak Lane			11/05/2016 and 15/05/16	email on 110516 and 120516 from mouchel			
205-207 WHB	Jason Cars and occupier of strip			MW spoke to Jason of Jason Cars- explained impact of resurfacing works and discussed acquisition of strip to rear of property. Explained our position and suggested that next step could be to discuss via solicitor to outline the basis of our approach and their claim.	<a href="http://www.jasoncars.co.uk/">http://www.jasoncars.co.uk/</a>	Agreement reached	
Cool Oak Lane- Various			27/05/2016	27/05/2016- MW email to DK regarding properties on Cool OakLane			
Nursery in Church	Carol Haigh	<a href="mailto:carolhaigh@rcdow.org.uk">carolhaigh@rcdow.org.uk</a> 02084576534	23/09/16 and 26/09/16	Email dated 23/09and phone message left for MW on 23/09 and response on 26/09 a			
68 Warner Close	Parissa Hassanpour	07490 708385	27/09/2016	call to Aidan- MW returned call on 27/09/2016 and provided high level overview of process, decant, assessment and timescales. Tenant is non-secure			
207 WHB (Freehold)	William Node	2089534498	27/09/2016	Spoke on 27/09/16 to explain impact/ CPO's agreed to send draft agreement to grant 207 access rights	Agreed in solicitors hands		
6 Cool Oak Lane	Bank of Ireland		28/08/2016	MW email 28/08/2016- now excluded from CPO			
Charge	1st Credit	01737 228555		CPO Notice returned with slip			
	TLT (on Behalf of mortgage company)			emails and phonecalls see file regarding mortgage charge. Solicitor did not understand what happened to charge in a CPO context			
National Grid			17/11/2016	MW email 171116, phonecall and email on 18/11/16, likely to require undertaking. Undertaking put in hands of solicitors			

Other letters/general matters
<b><u>9th March 2016</u></b>
letter sent to parties in schedule T1
<b><u>06/09/2016</u></b>
letter sent to some leaseholders
Contact details on SoR
<b><u>25 th Aug 2016</u></b>
Letter sent to T2 parties- also relating to some parties in CPo2a
<b><u>8th February 2017</u></b>
Letter sent to all rights interests in T 1 of schedule





CPO2A Negotiations  
28/02/17

Plot	Property	Owner	Description	Scheme impact	Contact details	Notes
28	252 The Broadway (kiosk at entrance to York Mansions)	Linda Dellal	(kiosk at entrance to York Mansions)	Rights	<a href="mailto:lindadellal@yahoo.co.uk">lindadellal@yahoo.co.uk</a>	Phonecall on 03/05/2016. MW advised nature of highway works and how the kiosk will not be acquired 03/05/16 email
28	252 The Broadway (kiosk at entrance to York Mansions)	David Musaffi & Ronnie Dellal	(kiosk at entrance to York Mansions)	Rights	rdellal@hotmail.com	Phone call with and email to Ronnie dellal on 05092016 and also response email and 03/05/16 & 05/05/16 email
19	264a WHB	Private tenant in 264a	Private tenant in 264a	Rights	7704542442	Phoned on 05/05/16- MW explained impact of scheme and nature of resurfacing works. Limited details provided by affected party.
19	264 west Hendon Broadway	Saeid Moradi	264 west Hendon Broadway	Rights		03/05/2016 email exchange with Simon Bailey. MW emailed on 090516 in response to 10142016
19	264b West Hendon Broadway	Timothy Patrick (tenant)	Tenant	Rights	timpatrick90@gmail.com	SB call and MW email on 14062016
51-56	Raw Spice Development Site			Acquisition and rights		Land acquisition agreed
27,28	2 York Mansions	Ms Maria Newton-Okoruen		Rights		SB spoke to resident
22,23 and plot 1 of CPO2	205-207	Jason of Jason Cars, Habib Khanafer, Belhassan Hamrouni	Owner/occupier Jason Cars	Acquisition and rights		Objection withdrawal agreed following negotiations
21	260 WHB	Mrs Kuehl	Freeholder of no 260	Rights	No contact details left	Phone message left by owner for MW on 260516 but no contact details left- believe she phoned on 02077941139- returned couple of times call but no answer
2,3,5	Jewish School & Freehold/leasehold		Acquisition- loss of leased land (termination of lease)and porch (FH)	Acquisition	marc@marcbuild.com	SB meeting with freeholder MW email on 13/06/2016 mw email on 070716. MW met with Freeholder and representative from school on 7 sept 2017
27,28	6 York Mansions	Noor Mohammad Malik		Acquisition	brentfield@hotmail.com	Email in response to consultation 15/06/2016
21	260 WHB	Adele Kuehl (Freeholder)	(Freeholder)		akk@inbox.com	email in response to consultation 15/06/2016
34	238 WHB	Oliver Kasa	Pizza / Italian takeaway shop	Rights	07881605956 koll.delivery@gmail.com	email on 22/03/2016 in response to email of 21/06/2016
26	199-201 WHB			surfacing in front of property		06/07/2016 owner of 199-201 WHB phoned MW in regard to highways scheme. Discussed nature of surfacng work, owner content with surfac
15	Hendon Surgery 215 WHB			surfacing in front of property	Peter Rimmer- NHS	MW email 270916 in response to PW email
21	260 WHB	Adele Kuehl (Freeholder)	footway resurfacing		adele0000@gmail.com	Email of 15 June 16. 021016 response on 051016
Plot 1	207 WHB	William Node				Plots excluded from CPO- agreement previously reached
27	Way 2 Save			Rights	solicitors contact details: DI: 0208 920 9972 Email: paul@lewisterrancerose.co.uk	Phone message from Paul Loizou. Mw responded on 17/112016 and lett message at office. Later on 17/11/16 conversation with solicitor and email of 17/11/16
30	250 WHB	J Bird/Broadway bikes			<a href="mailto:jl.bird@btinternet.com">jl.bird@btinternet.com</a>	07/10/16 emil to SB- SB response on 21/11/16
15	NHS- street frontage			Rights		24/11/16 Email from Peter Rimmer. Response on 27/09/16
		Sun City Investments Ltd, North London Itec				08/10/15 meeting with Joe Okoli and Chido Ndukwe to discuss scheme and acquisition of properties. Unresponded emails of 10/10/15, 21/10/15, 07/03/16- 2 letters of 04/03/16
42,44	234	Sun City Investments Ltd	Freehold owner	Acquisition	Joe Okoli (enukorajoe@gmail.com) agent- Chido Ndukwe (chido@chido.freesterve.co.uk)	2/6/16 - inspected the property and had meeting with Dr Okoli. 11/8/16 - meeting with Dr Okoli to discuss acquisition and plans for North London Itec. Agreed focus on acquisition of 193 WHB (required for CPO1). 20/1/17 - email to Dr Okoli inviting discussions on acquisition of 234 and asking for meeting.
						27/2/17 - Meeting held with Dr Okoli, GVA and Barratt to discuss acquisition of property. GVA to write confirming opinion of value.
42,44	234/236	North London Itec	Tenant - Freeholder is a director of North London Itec	Acquisition	as above	Included in discussions on acquisition of the freehold
44	1st-2nd floor, 234	Philip Lee et al- Tenant (Rents Act)	Residential occupier	Acquisition		MHT have agreed to relocate the tenant to a new home within the scheme on account of their protected lease status
42	236 WHB	RICHARD GORDON GEORGE, Elizabeth Carolyn Stanhope		Acquisition		In addition to previous overall letters, specific letter sent to managing agent on 07/07/17
42	236 WHB	RICHARD GORDON GEORGE, Elizabeth Carolyn Stanhope		Acquisition	2088614615	Phonecall with managing agent Mr Meta (02088614615) explained scheme and desire to acquire/open negotiations. Mr Meta to speak with his client and come back to GVA. GVA to provide suggestions of CPO surveyors details if requested. Mr Meta noted ongoing/potential possession proceedings due to on payment of rent by tenant.
42	236 WHB	RICHARD GORDON GEORGE, Elizabeth Carolyn Stanhope		Acquisition		20/02/17 email from managing agent
9	231 WHB	Bess (Elisabeth Sylvia Grant)	Owner of picture famer and flat above	Acquisition	charlesdsframes@msn.com tel:07798750342	Owner phoned MW on 17/05/16. Owner unable to fill out requisition MW offered to find assistance, explained detail of scheme and CPO. MW offered to ask3 CPO surveyors to contact Bess- see email
9	231 WHB	Bess (Elisabeth Sylvia Grant)	Owner of picture famer and flat above	Acquisition	Alan Shaw	W/C19 Sept 16- AN spoke with Alan Shaw
9	231 WHB (Picture framer)	Bess (Elisabeth Sylvia Grant)	Owner of picture famer and flat above	Acquisition	Alan Shaw	24/11/16 email exchange with Alan Shaw. 7/12/16 - GVA inspected property and discussed claimant's requirements for relocation property.
9	231 WHB (Picture framer)	Bess (Elisabeth Sylvia Grant)	Owner of picture famer and flat above	Acquisition	Alan Shaw	28/11/16 2 emails to Alan Shaw
9	231 WHB (Picture framer)	Bess (Elisabeth Sylvia Grant)	Owner of picture famer and flat above	Acquisition	Alan Shaw	02/12/16 email to Alan Shaw responding to email of 01/12/16
						17/2/17 - AN discussed with Alan Shaw relocation preferences of client. Alan Shaw confirmed by email requirements of client and GVA to c
7-12	229 WHB	Kirit Chotai, Shakuntala Chotai, Ajay Chotai and Pradeep Chotai		Acquisition	7737088967	7/Nov/2016 Mr Choti phoned MW, agreed extension to land referencing requisition return. Discussed scheme and how his property is required suggested names of 3 surveyors and explained acquisition and desire to acquire by agrement.
7-12	Freehold 229 & 231 WHB	Kirit Chotai, Shakuntala Chotai, Ajay Chotai and Pradeep Chotai		Acquisition	David Van der Lande	Phonecall to VB 290916
7-12	229 to 231	Kirit Chotai, Shakuntala Chotai, Ajay Chotai and Pradeep Chotai		Acquisition	David Van der Lande	fee email 051016- MW response on 14/10/16
7-12	Freehold 229 & 231	Kirit Chotai, Shakuntala Chotai, Ajay Chotai and Pradeep Chotai	Freeholder and occupier of 229A	Acquisition	David Van der Lande	GVA tel call with DVL requesting lease details. DVL sent email and letter dated 03/11/16. 22/11/16 - GVA sent email confirming fees and advising of availability for undertaking an inspection. 7/12/16 - GVA inspected property and discussed claimant's requirements for relocation property. 20/12/16 - email to DVL advising that investigating a potential relocation property and chasing tenancy information.
7-12	Freehold 229 & 231			Acquisition		MW phonecall with claimants surveyor and 2 emails sent by MW. 7/12/16 -
7-12	229-231					24/11/16 meeting agreed with DVL
						AN met owner and DVL on 07 Dec 2016
						9/2/17 -DVL sent copies of leases
						28/2/17 - AN discussed with DVLa potential relocation property on WHB and discussed the value of No. 229/231. DVL to speak with client regarding whether WHB property of interest of whether they may wish to relocate outside of London.
	Statutory undertakers					
	Highways England					email to SB dated 27/10/16, MW response 28/10/16

CPO2A Negotiations  
28/02/17

Plot	Property	Owner	Description	Scheme impact	Contact details	Notes
	Thames water					see email
	BT open reach					email 06/10/16
	BT open reach					Email dated 7th October 2016
	Highways England					13 Oct 16 email confirming no interest
	BT open rech					MW response 13/10/16
	National Grid					Undertaking in hands of solicitors
	Charges					
	Natwest letter dated 28 sept 16			Charge		Additional notice served from previously larger schedule
	Barclays/Woolwich letter dated 10 Oct 16			Charge		Additional notice served from previously larger schedule
	Santander letter undated			Charge		Additional notice served from previously larger schedule
	Lloyds bank			Charge		letter dated 27 Sept 16
	Partnership Board					Regular meetings and consultation on some general letters and consultation material

Other letters/general matters
9th March 2016 letter sent to parties in schedule T1
May 16 letter sent to all parties in schedule
Contact details on referencing letters/requisitions
Contact details for Surveyor on Statement of Reasons
Contact details on covering letter for requisitions and CPO notices
Open meetings
CPO notice letters with contact details
Consultation flyers with contact details
25th Aug 2016 letter sent to T2 parties- also relating to some parties in CPo2a

### Plots 37,38,39,40 &41 Land at 1-3 Station Road (part of Deerfield Site)

By a letter dated 4 September 2013, the owners of the Deerfield Site ("the Deerfield Owners") served a purchase notice on the Council pursuant to section 137 of the Town and Country Planning Act 1990. The notice asserted that the whole land (i.e. 1-3 Station Road) had become incapable of reasonably beneficial use in its existing state and required the Council to purchase the interests in the land.

The Council served its Response Notice (dated 2 December 2013) on the Deerfield Owners and the Secretary of State confirming that it was not willing to comply with the notice for reasons set out in an accompanying statement of reasons.

On 28 January 2014, the Secretary of State for Communities and Local Government issued a letter in which he proposed not to confirm the notice. The Deerfield Owners subsequently requested to be heard at an inquiry which was scheduled to take place on 29 & 30 October 2014. Throughout this process the Council continued negotiations with the Deerfield Owners with a view to acquiring only that part of the land necessary to deliver the improvements to Station Road.

Having reached an agreement in principle for the acquisition of the land the Deerfield Owners withdrew the purchase notice on 25 September 2014. However, since then, despite numerous attempts by the Council and the Developer it has not been possible to conclude a contract with the site Owners for the acquisition of the land.

September 2015 Owner states no longer willing to proceed with agreed purchase.

Email correspondence GVA/Council / Owner September 2015-November 2015.

Meeting Council/Developer/GVA / Deerfield Owner and their adviser 11/11/15

Negotiations resume Feb/March 2016

Planning application submitted Deerfields May 2016 and validated August 2016

Negotiations resume September - December 2016

Meeting GVA/Owner January 2017

Negotiations continue January-February 2017