

# **Barratt Metropolitan Limited Liability Partnership**

**The London Borough of Barnet (West Hendon  
Regeneration Area) Compulsory Purchase Order  
(No. 3) 2018**

**Summary Proof of Evidence**

**Mr Nathan Smith**

**5 July 2019**

**NPCU ref : APP/PCU/CPOP/N5090/3218378**

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# 1. Introduction

## Personal details

- 1.1 My name is Nathan Smith. I am the Developer's Senior Project Manager for the West Hendon regeneration project and have been in this role for 6 years. I am responsible on behalf of Barratt Metropolitan LLP for the delivery of the regeneration of West Hendon, including managing the Principal Development Agreement and stakeholder and community engagement.

## Role in relation to Scheme

- 1.2 My responsibility in regard to the Scheme covers:
- Managing the Principal Development Agreement, including the performance of the Developer's obligations under it.
  - Managing and delivering site assembly, including all third party negotiations, and community engagement and stakeholder management.
  - Drawing land down periodically from the Council to deliver future phases of West Hendon's regeneration.
  - Reporting to the LLP's Board quarterly on contractual and financial matters, including delivery of specific planning obligations (such as the 2 new bridges).
  - I also Chair the Construction Working Group where residents are invited to attend a monthly evening meeting to discuss construction-related matters arising at the time.
- 1.3 In this document, I summarise the matters covered in my proof of evidence

## 2. The Developer

- 2.1 The Regeneration Project is being and will continue to be delivered by the Council's development partner, Barratt Metropolitan Limited Liability Partnership (the Developer), a consortium of Metropolitan Thames Valley and Barratt.
- 2.2 The Developer's member organisations have significant track records of delivering similar large scale residential projects, and have teams of in house experts covering development, finance, project management and construction working on this project, as well as external consultants covering design, planning, community engagement and site assembly.
- 2.3 The Developer has already delivered the Pilot and Lakeside phases (which I shall refer to as phases 1 and 2 respectively in my evidence) together with phases 3a, b and c (851 new homes). Site clearance for phase 4 started in May 2019, involving the demolition of 155 empty dwellings. The Developer is due to secure the land required to build Phase 4 upon completion of demolition activities, in line with the terms of the Principal Development Agreement. Accordingly, the Developer is well placed to continue and is committed to deliver and complete the whole of the West Hendon Regeneration Project through the construction and delivery of phases 5 and 6.

### 3. Arrangements between the Developer and the Council

- 3.1 The PDA sets out the arrangements between the Council and the Developer in relation to the Scheme, including respective responsibilities, notifications and approvals, land transfers and financial arrangements. The evidence of Mr Bailey at section 5 provides further information about this.
- 3.2 The PDA contains a number of overarching pre-conditions relating to the Scheme overall, such as the receipt of planning permission. Following satisfaction of these pre-conditions, the PDA was deemed unconditional in July 2014. The Scheme is now subject only to individual phase conditions.
- 3.3 The Regeneration Project is divided into a number of phases for the purposes of decanting, construction and delivery. In addition, for the purpose of land transfers from the Council to the Developer, the PDA adopts these phases which are linked to the planning permission for the Scheme (**CDB.37**). Land for each phase can be drawn down by the Developer serving a notice on the Council, but the Developer is only able to serve the notice when specified phase conditions have been satisfied.
- 3.4 The Developer is confident that satisfying the phase conditions in the PDA presents no impediment to completing phase 5 & 6. Further details are set out at para 7.29 onwards. The Developer and Council have already satisfied comparable conditions relating to the phases which are complete and those parts of phase 4 presently under construction/site preparation.

## 4. Scheme description

- 4.1 The Order will facilitate the completion of the Regeneration Project.
- 4.2 Phases 5 & 6 fall within the north-west area of the Regeneration Project and will create a new sense of place through completion of the reconfigured York Park and linking phase 1 & 2 to phase 3, the preceding phases and the wider area. The transformation created by phases 5 and 6 will complete the reintegration of the estate with the local area and provides an impetus for the overall regeneration of West Hendon.
- 4.3 Without the completion of all of the phases of the Scheme, the wider benefits of the comprehensive regeneration will not be realised and instead a pocket of time expired 1960's housing would remain isolated within a part delivered masterplan.

## 5. Scheme Phasing

- 5.1 The Scheme is permitted by a hybrid planning permission **(CB.37)** and now has full planning permission following the discharge of all reserved matters. It will be delivered by a phased programme of demolition and redevelopment. The Regeneration Project is to be delivered in 6 phases. Phases 1 and 2 consisted of the Pilot and Lakeside aspects of the 2008 Permission with the current Scheme delivering phase 3 to 6.

## 6. The Developer's commitment to delivery

- 6.1 The Developer is committed to delivering the Scheme. I set out below a number of areas of work required to deliver the scheme, and demonstrate how the Developer is ensuring delivery.

### *Planning*

- 6.2 Detailed planning permission has been granted for all remaining phases of the Scheme.

### *Site Assembly*

- 6.3 The Developer assembled the land interests needed to complete phases 1 & 2 without the need for compulsory purchase and has completed 194 residential units.
- 6.4 The Developer assembled the site required for phase 3a by agreement utilising land purchased from Catalyst and land owned by the Council together with land formerly part of the Highway. The Developer also acquired by agreement a number of interests and temporary consents required during construction, such as over sailing rights.
- 6.5 In addition to acquiring the interests within phases 1 & 2 by agreement, Metropolitan acquired 28 leasehold Estate residential units and 2 multi-unit properties on the Broadway (comprising 16 residential and commercial units) over the period 2004-2008.
- 6.6 To secure vacant possession of phase 3b, 3c and Phase 4, it was necessary to make a CPO.

- 6.7 CPOs 2 and 2a enable site assembly for the delivery of the major highway works and phase 4. As part of the CPO2 process, an agreement to acquire by private treaty negotiations was reached on all 34 long leasehold interests.
- 6.8 For CPO2a, statutory powers are currently being exercised. Three interests have vested with compensation likely to be agreed. Notices have been served on the remaining freehold and long leasehold interests, apart from one freehold interest, where notices will be served shortly.
- 6.9 Of the 48 estate properties within the Order Land, 10 have been acquired, and heads of terms have been agreed with a further 11.

### *Sales progress*

- 6.10 As of April 2019 all units within phases 1, 2, 3a, 3c have been sold by the Developer with the exception of 208 affordable social rented units retained by Metropolitan. 95% of units in Phase 3b have been sold off plan with the remainder expected to be sold shortly. The units having been retained by Metropolitan are all occupied by secure tenants who were relocated from parts of the Estate which have been or will shortly be demolished.
- 6.11 The Developer is confident that there will be significant market demand for the units proposed within phases 5 and 6.

### *Resources*

- 6.12 The Regeneration Project will be financed by the Developer. The Council has confirmed that it is satisfied that the Developer is able to finance the delivery of the Scheme and the Developer remains committed to doing so.

### *PDA Preconditions*

- 6.13 The Developer is satisfied that meeting the outstanding preconditions does not constitute an impediment to delivering this or later phases of the Scheme. Furthermore the Developer has now discharged all reserved matters and secured full planning permission.



6.14 We have either satisfied all pre-conditions in relation to the previous and current phases, or agreed that they will be waived, and intend to follow a similar process for Phase 5 and 6. I therefore do not foresee difficulties in satisfying the Phase 5 and 6 pre-conditions.

### *Other consents*

6.15 Stopping up orders will be required in Phases 5 and 6 of the Scheme to enable the diversion and modification of highway rights once such rights are no longer required and the residents are rehoused.

6.16 I do not foresee any reason why these will not be granted.

## 7. Resident relations since the 2014 CPO inquiry

- 7.1 Since the close of the 2014 CPO inquiry, relations with affected residents have significantly improved. This has been one of my priorities, and together with the Council, we have implemented a number of changes in the project team and policies which have been favourably received by affected residents.
- 7.2 The Developer and Council are committed to maintaining and improving good relations with affected parties. The Developer is working to bring real benefits to residents from the Scheme, and ensuring wherever reasonably possible that the impact of the scheme on those affected is mitigated.

## 8. Responses to Objections

8.1 The Secretary of State has received three objections against the confirmation of the Order (**CDA.03**).

8.2 I have addressed the following objections relating to my evidence.

Objection reference	Objection Theme
Jasmin Parsons (Plot 18)	Poor management of construction No compensation for Disruption Concerns on quality of new properties Corruption and Bribery
Patricia Cooke (plot 29)	Houses not required for the Scheme Freeholders do not benefit from the Shared Equity Scheme

8.3 I do not consider any of the matters raised by objectors to represent impediments to the confirmation of the Order.

## 9. Conclusion

9.1 In my evidence I have:-

- Described the structure of the Developer and its arrangements with the Council
- Described the experience of the Developer
- Described the Scheme, project phasing and progress to date
- Confirmed the Developer's commitment to delivery, and demonstrated this through progress to date
- Set out the changes in resident relations since the CPO1 Inquiry
- Responded to objections relating to areas covered within this evidence.
- I do not consider that any of the objections raised provides justification for not confirming the CPO.