

**THE METROPOLITAN BOROUGH OF STOCKPORT (HAZEL GROVE (A6) TO
MANCHESTER AIRPORT A555 CLASSIFIED ROAD) COMPULSORY
PURCHASE ORDER 2013**

**THE METROPOLITAN BOROUGH OF STOCKPORT (HAZEL GROVE (A6) TO
MANCHESTER AIRPORT A555 CLASSIFIED ROAD) (SIDE ROADS) ORDER
2013**

THE HIGHWAYS ACT 1980

-and-

THE ACQUISITION OF LAND ACT 1981

THE HIGHWAYS (INQUIRIES PROCEDURE) RULES 1994

COMPULSORY PURCHASE (INQUIRIES PROCEDURE) RULES 2007

REFERENCE: LAO/NW/SRO/2013/40 and LAO/NW/CPO/2013/41

**A proof of evidence relating to the OBJECTORS aspect of the
A6 to Manchester Airport Relief Road**

-of-

Henry Church

MRICS, FCAAV (Ret'd), MCPA, MNIPA

on behalf of

The Metropolitan Borough Council of Stockport

acting on its behalf and on behalf

-of-

Manchester City Council

-and-

Cheshire East Borough Council

VOLUME 2 – APPENDICES

Local Public Inquiry – 30th September 2014

APPENDICES

HENRY CHURCH MRICS

On behalf of

Stockport Metropolitan Borough Council

The Metropolitan Borough of Stockport (Hazel Grove (A6) to Manchester Airport A555 Classified Road) Compulsory Purchase Order 2013

The Metropolitan Borough of Stockport (Hazel Grove (A6) to Manchester Airport A555 Classified Road) (Side Roads) Order 2013

September 2014

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Appendix HC1

Stockport MBC – A6MARR

FEE POLICY

December 2013

Introduction

1. Stockport Metropolitan Borough Council (“Stockport SMBC”) is the local authority promoting the construction of the A6 Manchester Airport Relief Road (“A6MARR”)
2. Stockport MBC is currently considering land assembly issues in connection with the road scheme and it is likely that it will need to use its compulsory purchase powers if the necessary land or interests cannot be assembled by agreement.
3. If the Council acquires properties by compulsory purchase in the future then the professional fees reasonably incurred by affected parties in relation to the transaction will, in certain circumstances, be payable as compensation. The basis and amount of such reimbursement would be assessed on the basis of the so called ‘*compensation code*’, the various Acts of Parliament, Statutory Instruments and decided Case Law used to assess compensation payable.
4. The Council encourages anyone whose property is to be acquired to seek professional advice as to their potential entitlement to compensation before incurring professional fees as these will not always qualify for reimbursement.
5. In the meantime, the Stockport MBC is seeking to assemble the site by agreement with landowners and recognises that property owners might wish to obtain professional advice in relation to this.
6. The Stockport MBC will, in certain circumstances reimburse professional fees reasonably incurred. This Fee Policy sets out the circumstances where fees will be paid and the procedures to be followed in order to obtain payment. There is a possibility that not all fees will be paid and it is important that this is understood at the outset so there are no surprises for parties who commission professional advice. This policy should be shared with prospective advisors before they start work or retained advisors at the earliest opportunity.
7. Should affected parties have queries in relation to the purpose and application of this policy then they can refer these to Henry Church of CBRE, acting for Stockport MBC, who can be contacted on 020 7182 2194.
8. The Royal Institution of Chartered Surveyors also operates a Compulsory Purchase Helpline which can be contacted on 0870 333 1600. This helpline puts you in touch with experienced Chartered Surveyors in your local area who will provide up to 30 minutes of free advice.

What Fees will be paid

9. It is normal to pay fees for assessing a claim, and negotiating compensation following acquisition by compulsory purchase.
10. Fees will not be paid for objecting to any Compulsory Purchase Order or appearing at any Public Inquiry. The payment of fees in these circumstances is dealt with under the rules of the Public Inquiry.

Stockport MBC – A6MARR

11. Claimants have the right to refer compensation disputes to the Upper Tribunal (Lands Chamber). This fee policy does not apply to such referrals. Fees incurred on such a referral will be paid as appropriate under the rules of the Tribunal.

Reimbursement of fees by Stockport MBC

12. Stockport MBC is, in principle, prepared to reimburse the reasonable professional fees (typically surveyor's and legal fees) incurred by third party landowners in entering into negotiations with them and securing an acquisition by agreement or the basis for an agreement in advance of compulsory purchase powers being exercised. These will be paid as part of any agreement reached or an account, as agreed.
13. Stockport MBC is also prepared to reimburse abortive fees in the event that negotiations to acquire by agreement are unsuccessful or if the Council withdraws from negotiations. This is only if they are satisfied that such negotiations have been conducted on a fair and reasonable basis with a genuine intention of reaching an agreement, and that any fees incurred are on the basis previously agreed between the parties.

Procedure for Fee Reimbursement

14. In each case the owner of the property interest should notify Stockport MBC (this can be through CBRE who act on Stockport MBC's behalf) who their advisers are and on what basis they are proposing to charge fees. This should be done before the advisors undertake any work, so as to ensure that there is clarity and agreement over the basis for assessing fees prior to them being incurred. If an agent is instructed then they should be made aware of this policy as soon as possible.
15. This agent's fee proposal will be reviewed by Stockport MBC. If the proposed fee basis is accepted to be reasonable and proper, having regard to the work proposed to be undertaken this will be confirmed in writing by Stockport MBC and will be the basis on which the fees are reimbursed. If the fee basis is not acceptable then this will be confirmed in writing by the Stockport MBC together with an explanation as to the reasons why, and provision of proposals for an alternative basis for assessing fees, for agreement.
16. Following the agreement of a basis for reimbursement of fees if the affected party subsequently changes their advisers this should be confirmed to Stockport MBC in writing and it is necessary that the new advisers' fees should be agreed in writing before they undertake any work, if the affected party anticipates seeking reimbursement of these. Whilst each case will be considered on its merits, the Stockport MBC is not prepared to pay for any duplication of work in such circumstances.
17. In each case an initial fee ceiling will be agreed. If the ceiling is reached or is likely to be reached this will be reviewed with Stockport MBC and consideration will be given to setting a new ceiling if deemed to be appropriate by Stockport MBC.
18. Fees will be paid by the affected party to their adviser. They will be reimbursed by Stockport MBC to the affected party once they are satisfied that the fees have been properly incurred and billed, and on the basis that there is proof that the fees have been reasonably and properly incurred on the agreed basis and that any other costs are reasonably and properly incurred and supported by receipts.
19. The intention is to pay fees and other costs within one month of Stockport MBC being satisfied that they have been incurred, are in accordance with this policy and on receipt of a copy of the fee invoices from the affected party of the affected interest.

Stockport MBC – A6MARR

20. Affected parties are entitled to seek their own professional advice and incur fees as they wish. However, if they anticipate seeking reimbursement of any fees from the Stockport MBC then any fees incurred prior to agreeing the fee basis may not be paid.

Appendix HC2

John Seed – General Correspondence

When	What	From	To	Subject
17/02/14	Letter	Ian Keyte/HJC	John Seed	Introducing the property team and advising as to the policy for reimbursing fees
19/02/14	Call	HJC	John Seed	Left message introducing myself and offering to meet
19/02/14	Email	HJC	John Seed	Introducing myself and offering to meet
20/02/14	Email	John Seed	Ian Keyte (cc to HJC)	Advising that fee policy was “unacceptable”
20/02/14	Call	HJC	John Seed	Left message asking him to call
20/02/14	Email	HJC	John Seed	Asking for a meeting
26/02/14	Meeting	HJC and John Seed		Met at a conference both were attending and had a brief discussion
27/02/14	Email	HJC	John Seed	Confirming the undertaking re fees, explaining reasoning behind the fee policy, seeking clarification that John Seed’ clients would allow GI works to take place and seeking to meet (offering 6 dates)
10/03/14	Email	HJC	John Seed	Chasing a response to 27/02 email
11/03/14	Email	HJC	John Seed	Again seeking clarification as to when HJC and John Seed could meet, offering 17 th or 19 th
11/03/14	Email	John Seed	HJC	Offering to meet on 28/03 or 01/04
11/03/14	Call	HJC	John Seed	Left message
11/03/14	Email	HJC	John Seed	Follow up to telephone call confirming meeting on 01/04 and seeking confirmation as to timing
13/03/14	Emails			Exchange between HJC and John Seed regarding timing of meeting
17/03/14	Letter	John Seed	Jim McMahon (cc’d to HJC & others)	Without prejudice correspondence regarding fees
26/03/14	Email	HJC	John Seed	Email clarifying areas of uncertainty on fee policy and setting out the methodology for reimbursement of fees
01/04/14	Meeting	HJC, James Franklin (both CBRE), John Seed and Deborah Lund (both BR)		Met at John Seed’ office to discuss the scheme, his clients, seek clarification as to the grounds of objection and in respect of the fee policy. HJC requested meetings with all affected parties as well as accounts and tenancy documents, where appropriate. Pencilled in 29 April to meet some John Seed clients
08/04/14	Email	HJC	John Seed	Confirming the points raised at our meeting and information requested
08/04/14	Email	HJC	John Seed	Regarding fee invoices addressed to and sent to SMBC – asking for them to be re-issued to his client and for him to follow the methodology for reimbursement, as set out previously
11/04/14	Email	HJC	John Seed	Chasing a response to the first of my 2 08/04 emails
14/04/14	Email	John Seed	HJC	Undertaking to respond to 08/04 email, advising that he was waiting information from me (not identified) in due course and again seeking to debate the fee policy

15/4/14	Email	HJC	John Seed	Seeking clarification of the information he expects, reconfirming request for lease info, seeking clarification as to where the fee policy is wrong in law or creates disadvantage, re-requesting details of client's solicitors to facilitate payments (my 26/03 email), requesting re-submission of invoices (my 08/04 email), requesting a précis of each of his clients and seeking confirmation of who we were to meet at our 29 April meeting
22/04/14	Email	HJC	John Seed	Following a conversation with John Unterhalter (Brown Rural) to clarify my understanding that BR doesn't dispute the undertaking but does have an issue with the methodology for reimbursement, asking how BR is disadvantaged, requesting details originally requested on 26/03 and confirmation of meeting on 29/04
24/04/14	Email	HJC	John Seed	Again seeking details of arrangements for 29/04 meeting(s)
24/04/14	Email	John Seed	HJC	Seeking to debate fee reimbursement and offering to meet me on 29/04 but not to introduce me to any clients. John Seed also seeking offers
25/04/14	Email	HJC	John Seed	Confirming that the as drafted fee policy remains the fee policy, expressing my disappointment that in spite of reminders on 8, 15, 22 and 24 th April no client meetings had been arranged and undertaking to make offers when I had sufficient information to do so
25/04/14	Email	John Seed	HJC	Explaining why he did not see client meetings as being necessary at this stage and questioning why I did not have sufficient knowledge of his clients
25/04/14	Email	HJC	John Seed	Explaining the pressing need for claimant meetings, highlighting my disappointment that meetings hadn't been arranged but confirming that I did still wish to meet with John Seed
28/04/14	Email	HJC	John Seed	Advising that Ian Keyte would attend with me
29/04/14	Email	John Seed	Jim McMahon (cc'd to HJC)	Raising his concerns re the fee policy
29/04/14	Meeting	John Seed and Deborah Lund (Brown Rural), Ian Keyte and HJC (both for SMBC).		John Seed confirmed that he did not question validity of the fee undertaking given but did not agree with methodology for reimbursement. John Seed raised concerns about drainage contractors. Undertook a brief review of all his clients, requesting lease info where appropriate. Claimant meetings requested
02/05/14	Email	HJC	Deborah Lund	Confirming that the GI contractor proposed leaving ground level and that re-seeding works would be compensated for
02/05/14	Email	HJC	John Seed	Advising that a drainage contractor had yet to be appointed
02/05/14	Email	HJC	John Seed	With an indicative CPO timeline

06/05/14	Letter	John Seed	Jim McMahon (cc'd to HJC)	On the issue of fees and advance payments of compensation
07/05/14	Email	John Seed	HJC	Offering to arrange client meetings on 16 May
07/05/14	Email	HJC	John Seed	Confirming my availability and requesting an itinerary
09/05/14	Letter	Jim McMahon	John Seed (cc'd to HJC)	Confirming that the fees policy, as drafted, is the one in place and inviting him to move forward with it. Confirming agreement, as before, on hourly rates
13/05/14	Email	HJC	John Seed	Confirming itinerary for 16/05 meeting
13/05/14	Email	HJC	John Seed	Confirming itinerary for meeting
13/05/14	Email	HJC	John Seed	Advising that Naz Huda is not able to make 16/05 meeting
13/05/14	Letter	John Seed	Jim McMahon (cc'd to HJC)	On the issue of fee reimbursement
15/05/14	Email	John Seed	HJC	Confirming final details for 16/05 meeting
16/05/14	Meetings	HJC and John Seed		Regarding Simpson and Livese, Quiligotti and Brian Daniels
20/05/14	Email	HJC	John Seed	Acknowledging benefit of the 3 claimant meetings on 16/05 and offering 5 dates in early June for further meetings
21/05/14	Email	Jim McMahon	John Seed (cc'd to HJC)	Re-affirming the Council's undertaking to reimburse fees in line with the fee policy and requesting that HJC be provided with info requested on 26/03
22/05/14	Letter	Jim McMahon	John Seed (cc'd to HJC)	Confirming the points made in 21/05 email
22/05/14	Email	John Seed	Jim McMahon	Requesting details of SMBC's complaints policy
22/05/14	Email	K Makowska (for Jim McMahon)	John Seed	Sending link to complaints section on SMBC's website
23/05/14	Email	Deborah Lund	HJC	Advising that she would be arranging meetings with clients on 9 and/or 13 June
23/05/14	Email	HJC	Deborah Lund	By return advising that, as previously advised I was unable to make either of the dates referred to
03/06/14	Email	HJC	Deborah Lund	Seeking an update on proposed meetings
05/06/14	Email	John Seed	HJC	Expressing confusion as to my availability, meetings having been arranged for dates when I had advised I was unavailable
05/06/14	Email	HJC	John Seed	Expressing surprise at John Seed's confusion given my email to Deborah Lund on 23/05, advising as to my ongoing availability and expressing disappointment that we were not further ahead with arranging meetings given our initial meeting on 01/04
05/06/14	Email exchange	HJC and John Seed		regarding previous emails as to availability and also regarding future availability
17/06/14	Email	HJC	John Seed	Advising that I was away for 10 days but would be picking up emails and calls. Seeking confirmation of details for meetings on 1 and 2 July
17/06/14	Email	John Seed	HJC	Acknowledging my email and advising that his secretary would be confirming arrangements
17/06/14	Email	Lynne	HJC	Confirming 1 and 2 July meeting details

		Greenwood (for John Seed)		
17/06/14	Email	HJC	Lynne Greenwood (for John Seed)	Thanking her, advising her as to my availability and asking about arranging further meetings
18/06/14	Email	HJC	John Seed	Advising that his clients would be receiving a letter shortly advising that the Inquiry begins on 30 September
25/06/14	Email	Lynne Greenwood (for John Seed)	HJC	Seeking clarification as to my availability on 9 and 11 July
26/06/14	Email	HJC	Lynne Greenwood (for John Seed)	Confirming my availability
30/06/14	Email	John Seed	HJC	Forwarding his client list
30/06/14	Email	HJC	John Seed	Confirming receipt of client list and seeking clarification on a number of points
02/07/14	Email	Lynne Greenwood (for John Seed)	HJC	Confirming meetings on 09/07
15/07/14	Email	John Seed	HJC	Acknowledging receipt of HoTs for a number of clients and seeking clarification on accommodation works, licence fees for land required temporarily, discussing fee reimbursement and timings regarding discussion of accommodation works
20/07/14	Email	HJC	John Seed	Responding to 15/07 email
22/07/14	Email	HJC	John Seed and Deborah Lund	Following a diary re-arrangement, offering to meet to discuss scheme matters at 5pm that day
22/07/14	Email	John Seed	HJC	Advising that, because of a prior engagement he was unable to take up the (appreciated) offer
22/07/14	Email	Lynne Greenwood (for John Seed)	HJC	Clarifying my availability for site meetings on 06/08
22/07/14	Email	HJC	Lynne Greenwood (for John Seed)	Confirming my availability
23/07/14	Email	HJC	John Seed	Discussing principles on payments for permanent and temporary land take, GI claims and advising as to my holiday
23/07/14	Email	John Seed	HJC	Checking whether timesheets provided to justify charges to be raised were agreed and advising that he will advise as to his position on matters of valuation shortly
23/07/14	Email	HJC	John Seed	Undertaking to revert on timesheets ASAP and looking forward to a discussion on land values
24/07/14	Email	HJC	John Seed	Advising that if timesheets are satisfactory that fee reimbursement will be in line with the fee policy and that that information requested on 26/03 is still awaited and will be required to facilitate payment
24/07/14	Email	Lynne Greenwood (for John Seed)	HJC	Confirming meetings with Brian Daniels and Hazel Mort

24/07/14	Email	HJC	Lynne Greenwood (for John Seed)	Acknowledging her email
25/07/14	Email	Lynne Greenwood (for John Seed)	HJC	Confirming meetings with Brian Daniels and Hazel Mort
30/07/14	Email	HJC	John Seed	Confirming amounts proposed to be charged are appropriate and inviting John Seed to re-issue invoices to his client, to forward me a copy and to provide info requested on 26/03
05/08/14	Email	HJC	John Seed	Seeking confirmation as to when John Seed might re-issue invoices and provide the information requested on 26/03
06/08/14	Email	John Seed	HJC	Regarding his views on agricultural land value, value of land to be occupied temporarily and hope value
18/08/14	Email	HJC	John Seed	Substantive response to John Seed's email dated 6/8 on values

Appendix HC3

Heads of Terms

HEADS OF TERMS FOR AN AGREEMENT BETWEEN MICHAEL SIMPSON & MRS K O LIVESEY ("SIMPSON AND LIVESEY") AND STOCKPORT METROPOLITAN BOROUGH COUNCIL OF STOCKPORT ("SMBC")

Overview/Preamble

SMBC is promoting the construction of the A6 to Manchester Airport Relief Road ("A6 MARR").

To facilitate land assembly for A6 MARR SMBC has made The Metropolitan Borough of Stockport (Hazel Grove (A6) to Manchester Airport A555 Classified Road) Compulsory Purchase Order 2013 ("the A6 MARR CPO") to acquire all the land interests required to construct A6 MARR.

SMBC wishes to acquire as many of the identified interest ahead of the confirmation and implementation of the CPO

Simpson and Livesey has land interests affected ("Affected Land Interest"), as detailed on the attached plan ("the Affected Land Interest Plan") by the scheme and included within the CPO

Agreement

Simpson and Livesey and SMBC ("the Parties") agree to enter into an agreement binding

- Simpson and Livesey (to include its successors in title) to meet obligations ("the Simpson and Livesey Obligations") and the joint obligations ("the Joint Obligations")
- SMBC (to include its successors in title) to meet its obligations (the SMBC Obligations) and the Joint Obligations

Simpson and Livesey Obligations

Simpson and Livesey agrees

1. To transfer the unencumbered Affected Land Interest coloured pink on the attached plan to SMBC, either
 - a. Unconditionally at the date of this agreement, or
 - b. Conditional upon (delete as appropriate)
 - Confirmation of the A6 MARR CPO
 - implementation of the A6 MARR CPO
 - a date to be agreed between the Parties
2. To enter into an option with SMBC for a licence allowing SMBC to occupy the Affected Land Interest coloured green on the attached plans for a period of [X] years for the purposes of using it for a construction compound, the consideration to be a licence fee to be [X] per acre per annum.
3. On documenting the agreement envisaged by these Heads of Terms to withdraw the objection and not to submit any further objection to the A6 MARR CPO (or any

Heads of Terms

reasonably modification of the A6 MARR CPO) or to make adverse representations in respect of any planning matter related, directly or indirectly, to the scheme being promoted by SMBC, or support others in doing so.

4. To accept the provision of the accommodation works shown on the attached schedule ("the Accommodation Works Schedule"). Such works may include granting of rights to Simpson and Livesey
5. To mitigate its losses

SMBC Obligations

SMBC agrees

6. To take a transfer of the Affected Land Interest and enter into the option for a licence
7. To provide the accommodation works shown on the attached schedule ("the Accommodation Works Schedule")
8. To pay consideration of (Delete as appropriate)
 - [£XXXX] in full and final consideration of all Heads of Claim
 - [£XXXX] in full and final settlement of the value of the Affected Land Interest and severance and injurious affection reserving, to Simpson and Livesey, the right to recover compensation for disturbance, the disturbance to be assessed in accordance with the compensation code
 - [£XXXX] in full and final settlement of the value of the Affected Land Interest reserving, to Simpson and Livesey, the right to recover compensation for severance and injurious affection and disturbance, both to be assessed in accordance with the compensation code
 - To be assessed
9. Where consideration/compensation is to be assessed it shall be assessed
 - a. Having regard to the works provided in accordance with the Accommodation Works Schedule
 - b. in accordance with the Compensation Code (being the various Acts of Parliament, Statutory Instruments and decided case law used to assess compulsory purchase compensation)
 - c. at the Valuation Date which shall be the date of the transfer of the Affected Land Interest
10. Should the A6MARR not be implemented the Council will offer back to Simpson and Livesey the land acquired on terms at market value, the price to be fixed at the date of the transaction.
11. In the event of a dispute then the matter to be referred to an arbitrator to be appointed by agreement between the parties or in the absence of this, by the President of the RICS whose decision shall be final, save where the matter relates to compensation when the dispute shall be referred, by agreement, to the Upper Tribunal (Lands Chamber).
12. That it will not implement the A6 MARR CPO in respect of the acquisition of any land or land interests owned by Simpson and Livesey unless Simpson and Livesey is either

Heads of Terms

unable or unwilling to comply with the terms of the agreement envisaged by these Heads of Terms.

Joint Obligations

13. The parties agree to act reasonably and in good faith
14. To respond to communications from each party in reasonable period of time and to use reasonable endeavours not to cause unnecessary delay to the timing and programming of the SMBC CPO and scheme delivery.

Costs

15. SMBC agrees to meet Simpson and Livesey's reasonable costs incurred in connection with the agreement anticipated by these Heads of Terms, on completion of the agreement.

Contract Terms

16. Subject to
 - a. Contract
 - b. SMBC approval
 - c. Simpson and Livesey approval

Accommodation Works

Fencing

Post and 4-rail fence [with pig netting] along any new boundaries

Drainage

Where required, to construct a header drain (and appropriate outfall) and connect into any intercepted man made land drains

Access

To construct and/or grant rights of way to severed land

Gateway

To construct a [] metre wide gateway at the locations highlighted in Green

Water supplies

Where appropriate, install water pipes to maintain agricultural water supplies that are severed by the scheme.

Appendix HC4

Simpson and Livesey – Contact Schedule

When	What	From	To	Subject
21/11/11	letter	John Seed	SMBC	Returning land questionnaire
20/02/12	Letter	Jim McMahon	John Seed	Requesting completion of Agricultural impact Assessment
03/07/13	Letter	John Seed	Mandy Clarke (for SMBC)	Without prejudice correspondence
25/07/13	Meeting	John Seed, Mandy Clarke and Simpsons		Following without prejudice correspondence
01/08/13	Letter	John Seed	Mandy Clarke (for SMBC)	Without prejudice correspondence
13/09/13	Email	John Seed	NS	Following correspondence and meeting requesting reduction in bunding
16/09/13	Email	Naz Huda	John Seed	Sent a plan showing scheme design amendments
13/12/13	Letter	John Seed	SMBC legal	Requesting copies of future client correspondence
16/05/14	Meeting	Mr and Mrs Simpson, John Seed and HJC		Discussed the property, property interests and their concerns
19/05/14	Email	HJC	John Seed	Confirming points discussed in our meeting and undertook to take instructions on points including scheme design issues
09/06/14	Email	HJC	John Seed	Following up on points discussed at 16/5 meeting, attaching latest land take plans and issuing Heads of Terms
13/06/14	Email	HJC	John Seed	Reminding John Seed of my need for copies of agreements (where they exist) with each of the occupiers of his client's property
21/06/14	Email	HJC	John Seed	Seeking an update on his response to the HoTs and copies of agreements
06/07/14	Email	HJC	John Seed	Chasing responses to previous emails
20/07/14	Email	HJC	John Seed	Email chasing an update on previous emails, sent subsequent to my meetings with each of the 3 occupiers
23/07/14	Email	John Seed	HJC	Raising questions regarding elements of design and clarifying where interests have been incorrectly identified
23/07/14	Email	HJC	John Seed	Acknowledging email, responding on points and advising that I was taking instructions on the other points
24/07/14	Email	HJC	John Seed	Responding on points raised in John Seed's 23/07 email
04/08/14	Email	John Seed	HJC	Seeking clarification on points raised in his 23/07 email
04/08/14	Email	HJC	John Seed	Acknowledging receipt and seeking clarification on 2 points
04/08/14	Email	HJC	John Seed	Further to earlier email responding substantively to points
05/08/14	Email	HJC	John Seed	Seeking response to my 20/07 email regarding the nature and extent of the occupational interests

Appendix HC5

Jan Shirt – Schedule of Contact

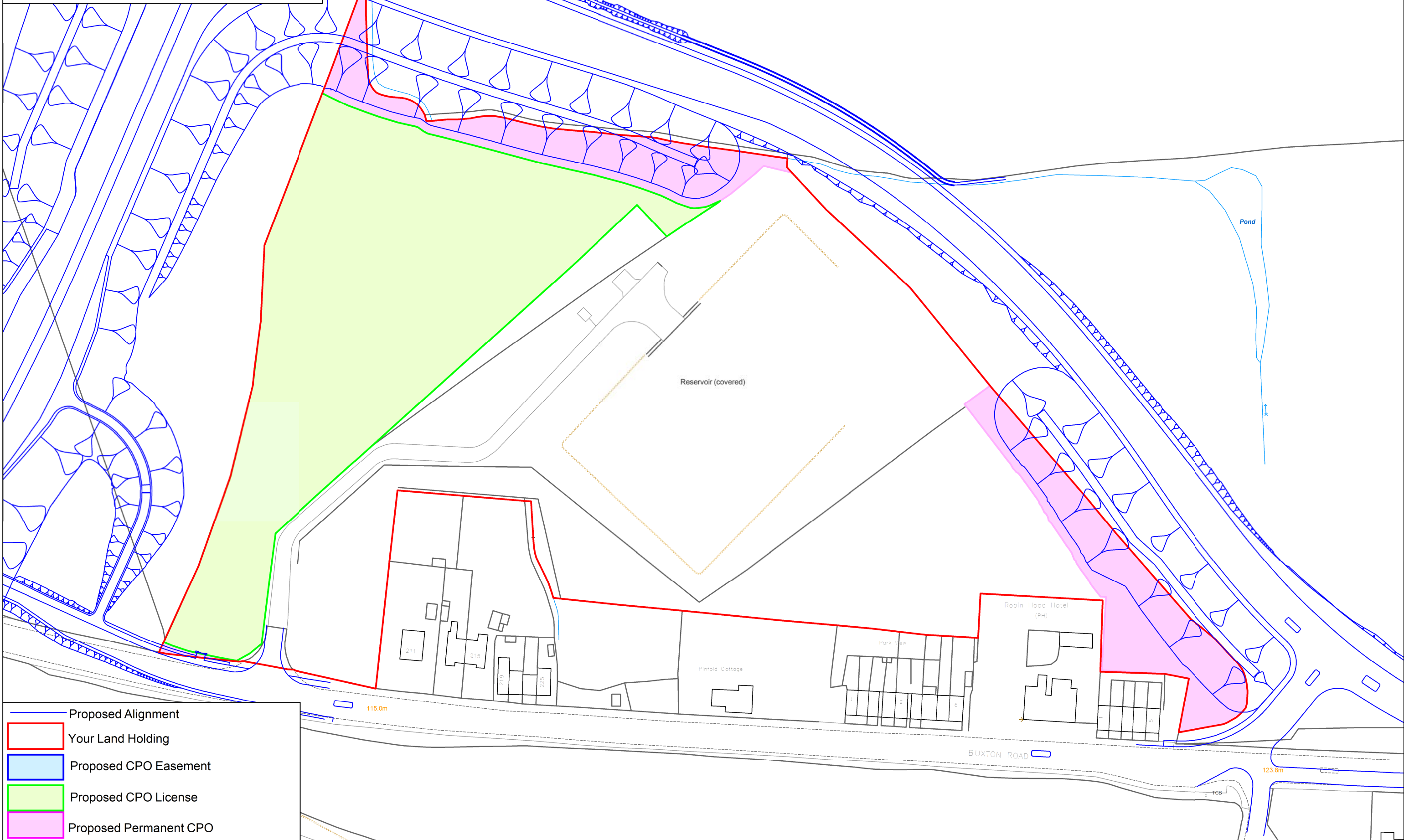
When	What	From	To	Subject
01/03/12	Form	Jan Shirt	SMBC	Returning Agricultural impact assessment
10/05/12	Phone	Jan Shirt	Mandy Clarke	Setting out her concerns and impact of land to be lost. Seeking to arrange a meeting
16/05/12	Meeting	Jan Shirt, Naz Huda and Mandy Clarke		Concerns over loss of land, access to severed land. Concerns over sensitive horses. Needs additional land
13/07/12	letter	JS	Mandy Clarke	Confirming meeting arrangements
07/11/12	Meeting	Helen Harrison, John Seed, Jan Shirt, Naz Huda, Mandy Clarke and Ian Keyte		Setting out concerns regarding implications of scheme
15/11/12	Letter	Naz Huda	Jan Shirt	Enclosing plans showing scheme design
04/12/13	Letter	JS	SEMMS team	Objecting to planning application
11/04/14	Email	John Seed	John England (cc'd HJC)	Regarding Ground Investigations (GI) works and damage allegedly caused
11/04/14	Email	HJC	John Seed	Confirming that I am instructed to deal with crop loss claims resulting from GI works
28/04/14	Email	John England	Deborah Lund (cc'd HJC)	Regarding reinstatement following GI works
02/05/14	Email	Deborah Lund	HJC	Regarding disturbance compensation following GI works, requesting advance payment
02/05/14	Email	HJC	Deborah Lund	Responding to request for advance indicating my preference to deal with the GI compensation in one go and requesting a substantiated claim
06/05/14	Email	Deborah Lund	HJC	Complaint regarding GI works
06/05/14	Email	HJC	Deborah Lund	Acknowledging email and requesting details of claim to substantiate request for advance payment
07/05/14	Email	HJC	Deborah Lund	Responding to specific points made in DL's 06/05 email
15/05/14	Email	HJC	Deborah Lund	Seeking update on whereabouts of claim following GI works
15/05/14	Email	Deborah Lund	HJC	Responding to my 15/05 email advising that quotes were being obtained and seeking clarification as to whether I need to approve work before it commenced
15/05/14	Email	HJC	Deborah Lund	My response confirming that I did not need to approve all costs
19/05/14	Email	Deborah Lund	HJC	Regarding an email from John England regarding GI works
20/05/14	Email	HJC	Deborah Lund	Me suggesting that all losses be addressed through the claim
19/06/14	Email	Deborah Lund	HJC	Attaching claim for losses following GI works
19/06/14	Email	HJC	Deborah Lund	Acknowledging receipt
03/07/14	Email	HJC	John Seed	Seeking confirmation as to the extent of Jan Shirt's interest and whether it is, in compulsory purchase terms, a compensatable interest
09/07/14	Meeting	HJC, John Seed, Deborah Lund and Jan Shirt		Discussed all aspects of Jan Shirt's interest in the land affected, her concerns arising and in respect of her claim for loss following GI Works. John Seed provided a copy of the agreement for Jan Shirt's occupation of the

				Simpson and Livesey land. Accounts for Jan Shirt's business requested
10/07/14	Email	HJC	Deborah Lund	Responding to claim for losses following GI works
23/07/14	Email	John Seed	Janet Pass (cc'd HJC)	Regarding access to Jan Shirt occupied land without prior warning
23/07/14	Email	Deborah Lund	HJC	Attaching a letter in response to my 10/07 email
23/07/14	Email	HJC	Deborah Lund	Responding, in part, to Deborah Lund's emailed letter. Asking for a meeting to discuss the claim
24/07/14	Email	Deborah Lund	HJC	Attaching supporting data missing from her 23/07 email
24/07/14	Email	HJC	John Seed and Deborah Lund	Regarding access without prior warning
24/07/14	Email	HJC	John Seed and Deborah Lund	Following up on meeting on 09/07 including a request for accounts
04/08/14	Email	HJC	Deborah Lund	Acknowledging email dated 24/07 and requesting date for a meeting to discuss claim for losses arising from GI works
20/08/14	Email	HJC	Deborah Lund	Suggesting a meeting on 26/08

Appendix HC6



Total Area (in square metres):	44047
Area required for Permanent CPO:	4951
Area required for temporary license:	12277
Area required for easement:	0



	Proposed Alignment
	Your Land Holding
	Proposed CPO Easement
	Proposed CPO License
	Proposed Permanent CPO

Appendix HC7

United Utilities (UU) Plot 008 – Contact Schedule

When	What	From	To	Subject
27/06/2012	Telephone conversation	NPS	Mr Tomlinson United Utilities	Discussion which confirmed Mr Tomlinson will deal with asset protection, and infrastructure matters, e.g. pipeline movement etc
18/07/2012	Telephone conversation	NPS	Mr Tomlinson United Utilities	Confirmation that John Seed Brown Rural has been appointed by UU as consultant Surveyor
25/08/2012	Meeting	NPS	John Seed Brown Rural	Meeting between John Seed and Darren Facey
07/11/2012	Meeting	NPS & SMBC	UU and John Seed Brown Rural	Site meeting attended by UU , Brown Rural, NPS and officers from SMBC
13/03/2013	Meeting	NPS	Brown Rural	Meeting between Darren Facey and John Seed
22/05/2013	Meeting	NPS & SMBC	Brown Rural	Meeting discussed current scheme timetable and request for latest plans including scheme route on ariel photographs.
12/06/2013	Meeting	NPS	Brown Rural	Meeting between Darren Facey and John Seed
17/07/2013	Letter	NPS	Brown Rural	Information relating to finished level of land supplied to Brown Rural
25/07/2013	Meeting	NPS & SMBC	Brown Rural	Meeting attended by John Seed, NPS and officers from SMBC. Discussion relating to position of existing services. John Seed requested to provide tenancy information.
31/07/2013	E mail	Brown Rural	SMBC	Key UU conditions relating to scheme impact on reservoir
01/08/2013	Letter	NPS	Brown Rural	Request for confirmation of client list and copies of tenancy information where appropriate.
01/08/2013	E mail	SMBC	Brown Rural	Confirmation that conditions are receiving consideration and SMBC are in consultation with UU Planning Department
01/11/2013	E mail	NPS	Brown Rural	Request to confirm Brown Rural representing schedule of Freeholders and Tenants
26/11/2013	Meeting	NPS	Brown Rural	Meeting between Ian Keyte and John Seed
15/01/2014	Meeting	NPS & SMBC	Brown Rural	Meeting reacting to all Brown Rural client list
26/02/2014	E mail	Carillion	Brown Rural	Request for confirmation that there are no outstanding issues relating to scheme impact on UU land
31/03/2014	E mail	Carillion	Brown Rural	Request to confirm whether UU will be offering vacant possession
11/04/2014	E mail	Carillion	Brown Rural	Reminder that wishing to make progress on this case
29/04/2014	Meeting	CBRE & Carillion	Brown Rural	To discuss various issues relating to Brown Rural clients
09/05/2014	E mail	Carillion	Brown Rural	Request that John Seed consult with Paul Lord (UU) to confirm design issues have been addressed to UU satisfaction

30/05/2014	Letter	Carillion	Ms Carter (tenant of UU)	Letter enclosing scheme plans and explain discussions to date with UU Surveyor.
10/06/2014	Meeting	Carillion	Ms Carter (tenant of UU)	Site meeting to discuss impact of scheme on use and occupation of land. Carter subsequently supplied copy of tenancy agreement with UU.
27/06/2014	E mail	Carillion	Brown Rural	Confirmation that Ian Keyte had met UU tenant Carter on site 10 th June. Request for confirmation regarding UU position relating to presence of tenant.
21/07/2014	E mail	CBRE	Brown Rural	Enclosing copy of letter dated 16 th July relating to Ecological Surveys
23/07/2014	E mail	Brown Rural	Carillion	Request to confirm whether licence area is needed and suggest that proceed on basis that vacant possession will be given. John Seed to refer to UU to confirm that engineering considerations have been satisfactorily addressed.
25/07/2014	E mail	Carillion	Brown Rural	Unable to confirm that licence area not needed suggest continue on basis that it will be needed
06/08/2014	E mail	Brown Rural	Carillion & CBRE	Indication of opinion of land values and issues relating to accommodation works and provision of vacant possession.
07/08/2014	E mail	Brown Rural	Carillion	No licence fees had been discussed with CBRE request for clarification as to how this would be approached. Enclosed timesheets.

Appendix HC8



Gwinnett – Schedule of Contact

When	What	From	To	Subject
Autumn 2011	Phone calls	various		Regarding questionnaires
10/05/13	Letter	Ian Keyte	Paul Gwinnett	
11/06/13	Email	Paul Gwinnett	Ian Keyte	Expressing concern about the scheme, in particular loss of car parking, and its implications for him
29/07/13	Email	Ian Keyte	Paul Gwinnett	Explaining car parking re-provision
17/09/13	Letter	Paul Gwinnett	Jim McMahon	Highlighting concerns as to the viability of his business if the scheme, as designed, is implemented
02/10/13	Letter	Ian Keyte	Paul Gwinnett	Responding to 17/9 letter
09/01/14	Letter	Paul Gwinnett	SMBC legal	Raising major implications of scheme on his business
10/01/14	Email	SMBC legal	Paul Gwinnett	Acknowledging receipt and outlining actions to be taken
02/04/14	Meeting	HC & JF	Ian Coulson	Met on site to have a look at the sidings and the factory in greater detail
07/04/14	Email	JF	Ian Coulson	Request for tenancy agreements
07/04/14	Email	Ian Coulson	JF	Confirming that he has requested the information for licences from the client
10/04/14	Meeting	JF/HC	Ian Coulson	Brief discussion on Gwinnett with client after another arranged meeting on another case
29/04/14	Email	JF	Ian Coulson	Arranging meeting to discuss scheme
29/04/14	Email	Ian Coulson	JF	Confirmed meeting location
29/04/14	Email	Ian Coulson	JF	Agreeing meeting detail
15/05/14	Email	Hilary Kenyon	JF	3 x emails with copies of the licences for the Simpsons sidings and the old factory
15/05/14	Meeting	JF	Ian Coulson	Discussing the implications of the scheme on Gwinnetts land
15/05/14	Email	JF	Ian Coulson	Additional parking plan sent explaining the issues being adopted highway
02/06/14	Email	JF	Ian Coulson	Greenwood Fencing discussion – have the left
02/06/14	Email	Ian Coulson	JF	Greenwood Fencing discussion – potential assignment of licence – new tenant
03/06/14	Email	JF	Ian Coulson	Tenants discussion following IC discussion with tenant
21/07/14	Email	JF	Ian Coulson	Licence review following receiving the full set of licences from Ian
06/08/14	Email	JF	Ian Coulson	Access route discussion
06/08/14	Email	JF	Ian Coulson	Greenwood fencing replacement – Pallett company

Appendix HC9

Heads of Terms

HEADS OF TERMS FOR AN AGREEMENT BETWEEN JW CARTWRIGHT, CAROL KAN-HAI AND CATHERIE MARIA PERRY (“CARTWRIGHT, KAN-HAI AND PERRY”) AND STOCKPORT METROPOLITAN BOROUGH COUNCIL OF STOCKPORT (“SMBC”)

Overview/Preamble

SMBC is promoting the construction of the A6 to Manchester Airport Relief Road (“A6 MARR”).

To facilitate land assembly for A6 MARR SMBC has made The Metropolitan Borough of Stockport (Hazel Grove (A6) to Manchester Airport A555 Classified Road) Compulsory Purchase Order 2013 (“the A6 MARR CPO”) to acquire all the land interests required to construct A6 MARR.

SMBC wishes to acquire as many of the identified interest ahead of the confirmation and implementation of the CPO

Cartwright, Kan-Hai and Perry has land interests affected (“Affected Land Interest”), as detailed on the attached plan (“the Affected Land Interest Plan”) by the scheme and included within the CPO

Agreement

Cartwright, Kan-Hai and Perry and SMBC (“the Parties”) agree to enter into an agreement binding

- Cartwright, Kan-Hai and Perry (to include its successors in title) to meet obligations (“the Cartwright, Kan-Hai and Perry Obligations”) and the joint obligations (“the Joint Obligations”)
- SMBC (to include its successors in title) to meet its obligations (the SMBC Obligations) and the Joint Obligations

Cartwright, Kan-Hai and Perry Obligations

Cartwright, Kan-Hai and Perry agrees

1. To transfer the Affected Land Interest coloured pink on the attached plan to SMBC, either
 - a. Unconditionally at the date of this agreement, or
 - b. Conditional upon (delete as appropriate)
 - Confirmation of the A6 MARR CPO
 - implementation of the A6 MARR CPO
 - a date to be agreed between the Parties
2. On documenting the agreement envisaged by these Heads of Terms to withdraw its objection and not to submit any further objection to the A6 MARR CPO (or any reasonable modification of the A6 MARR CPO) or to make adverse representations in respect of any planning matter related, directly or indirectly, to the scheme being promoted by SMBC, or support others in doing so.

Heads of Terms

3. To accept the provision of the accommodation works shown on the attached schedule ("the Accommodation Works Schedule"). Such works may include granting of rights to Cartwright, Kan-Hai and Perry
4. To mitigate its losses

SMBC Obligations

SMBC agrees

5. To take a transfer of the Affected Land Interest
6. To provide the accommodation works shown on the attached schedule ("the Accommodation Works Schedule")
7. To pay consideration of (Delete as appropriate)
 - [£XXXX] in full and final consideration of all Heads of Claim
 - [£XXXX] in full and final settlement of the value of the Affected Land Interest and severance and injurious affection reserving, to Cartwright, Kan-Hai and Perry, the right to recover compensation for disturbance, the disturbance to be assessed in accordance with the compensation code
 - [£XXXX] in full and final settlement of the value of the Affected Land Interest reserving, to Cartwright, Kan-Hai and Perry, the right to recover compensation for severance and injurious affection and disturbance, both to be assessed in accordance with the compensation code
 - To be assessed
8. Where consideration/compensation is to be assessed it shall be assessed
 - a. Having regard to the works provided in accordance with the Accommodation Works Schedule
 - b. in accordance with the Compensation Code (being the various Acts of Parliament, Statutory Instruments and decided case law used to assess compulsory purchase compensation)
 - c. at the Valuation Date which shall be the date of the transfer of the Affected Land Interest
9. Should the A6MARR not be implemented the Council will offer back to Cartwright, Kan-Hai and Perry the land acquired on terms at market value, the price to be fixed at the date of the transaction.
10. In the event of a dispute then the matter to be referred to an arbitrator to be appointed by agreement between the parties or in the absence of this, by the President of the RICS whose decision shall be final, save where the matter relates to compensation when the dispute shall be referred, by agreement, to the Upper Tribunal (Lands Chamber).
11. That it will not implement the A6 MARR CPO in respect of the acquisition of any land or land interests owned by Cartwright, Kan-Hai and Perry unless Cartwright, Kan-Hai and Perry is either unable or unwilling to comply with the terms of the agreement envisaged by these Heads of Terms.

Joint Obligations

Heads of Terms

12. The parties agree to act reasonably and in good faith
13. To respond to communications from each party in reasonable period of time and to use reasonable endeavours not to cause unnecessary delay to the timing and programming of the SMBC CPO and scheme delivery.

Costs

14. SMBC agrees to meet Cartwright, Kan-Hai and Perry's reasonable costs incurred in connection with the agreement anticipated by these Heads of Terms, on completion of the agreement.

Contract Terms

15. Subject to
 - a. Contract
 - b. SMBC approval
 - c. Cartwright, Kan-Hai and Perry approval

Accommodation Works

Fencing

Post and 4-rail fence with pig netting along any new boundaries

Drainage

Where required, to construct a header drain (and appropriate outfall) and connect into any intercepted man made land drains

Access

To construct and maintain the revised access into Norbury Hall

Water supplies

Where appropriate, install water pipes to maintain agricultural water supplies that are severed by the scheme.

Heads of Terms

HEADS OF TERMS FOR AN AGREEMENT BETWEEN ELLA DAWN CARTWRIGHT, CATHERINE CARTWRIGHT AND JOHN PATRICK CARTWRIGHT ("ED CARTWRIGHT, C CARTWRIGHT AND JP CARTWRIGHT") AND STOCKPORT METROPOLITAN BOROUGH COUNCIL OF STOCKPORT ("SMBC")

Overview/Preamble

SMBC is promoting the construction of the A6 to Manchester Airport Relief Road ("A6 MARR").

To facilitate land assembly for A6 MARR SMBC has made The Metropolitan Borough of Stockport (Hazel Grove (A6) to Manchester Airport A555 Classified Road) Compulsory Purchase Order 2013 ("the A6 MARR CPO") to acquire all the land interests required to construct A6 MARR.

SMBC wishes to acquire as many of the identified interest ahead of the confirmation and implementation of the CPO

ED Cartwright, C Cartwright and JP Cartwright has land interests affected ("Affected Land Interest"), as detailed on the attached plan ("the Affected Land Interest Plan") by the scheme and included within the CPO

Agreement

ED Cartwright, C Cartwright and JP Cartwright and SMBC ("the Parties") agree to enter into an agreement binding

- ED Cartwright, C Cartwright and JP Cartwright (to include its successors in title) to meet obligations ("the ED Cartwright, C Cartwright and JP Cartwright Obligations") and the joint obligations ("the Joint Obligations")
- SMBC (to include its successors in title) to meet its obligations (the SMBC Obligations) and the Joint Obligations

ED Cartwright, C Cartwright and JP Cartwright Obligations

ED Cartwright, C Cartwright and JP Cartwright agrees

1. To transfer their interest in the Affected Land Interest coloured pink on the attached plan to SMBC, either
 - a. Unconditionally at the date of this agreement, or
 - b. Conditional upon (delete as appropriate)
 - Confirmation of the A6 MARR CPO
 - implementation of the A6 MARR CPO
 - a date to be agreed between the Parties
2. On documenting the agreement envisaged by these Heads of Terms to withdraw its objection and not to submit any further objection to the A6 MARR CPO (or any reasonably modification of the A6 MARR CPO) or to make adverse representations in

Heads of Terms

respect of any planning matter related, directly or indirectly, to the scheme being promoted by SMBC, or support others in doing so.

3. To accept the provision of the accommodation works shown on the attached schedule ("the Accommodation Works Schedule"). Such works may include granting of rights to ED Cartwright, C Cartwright and JP Cartwright
4. To mitigate its losses

SMBC Obligations

SMBC agrees

5. To take a transfer of the Affected Land Interest
6. To provide the accommodation works shown on the attached schedule ("the Accommodation Works Schedule")
7. To pay consideration of (Delete as appropriate)
 - [£XXXX] in full and final consideration of all Heads of Claim
 - [£XXXX] in full and final settlement of the value of the Affected Land Interest and severance and injurious affection reserving, to ED Cartwright, C Cartwright and JP Cartwright, the right to recover compensation for disturbance, the disturbance to be assessed in accordance with the compensation code
 - [£XXXX] in full and final settlement of the value of the Affected Land Interest reserving, to ED Cartwright, C Cartwright and JP Cartwright, the right to recover compensation for severance and injurious affection and disturbance, both to be assessed in accordance with the compensation code
 - To be assessed
8. Where consideration/compensation is to be assessed it shall be assessed
 - a. Having regard to the works provided in accordance with the Accommodation Works Schedule
 - b. in accordance with the Compensation Code (being the various Acts of Parliament, Statutory Instruments and decided case law used to assess compulsory purchase compensation)
 - c. at the Valuation Date which shall be the date of the transfer of the Affected Land Interest
9. Should the A6MARR not be implemented the Council will offer back to ED Cartwright, C Cartwright and JP Cartwright the land acquired on terms at market value, the price to be fixed at the date of the transaction.
10. In the event of a dispute then the matter to be referred to an arbitrator to be appointed by agreement between the parties or in the absence of this, by the President of the RICS whose decision shall be final, save where the matter relates to compensation when the dispute shall be referred, by agreement, to the Upper Tribunal (Lands Chamber).
11. That it will not implement the A6 MARR CPO in respect of the acquisition of any land or land interests owned by ED Cartwright, C Cartwright and JP Cartwright unless ED Cartwright, C Cartwright and JP Cartwright is either unable or unwilling to comply with the terms of the agreement envisaged by these Heads of Terms.

Heads of Terms

Joint Obligations

12. The parties agree to act reasonably and in good faith
13. To respond to communications from each party in reasonable period of time and to use reasonable endeavours not to cause unnecessary delay to the timing and programming of the SMBC CPO and scheme delivery.

Costs

14. SMBC agrees to meet ED Cartwright, C Cartwright and JP Cartwright's reasonable costs incurred in connection with the agreement anticipated by these Heads of Terms, on completion of the agreement.

Contract Terms

15. Subject to
 - a. Contract
 - b. SMBC approval
 - c. ED Cartwright, C Cartwright and JP Cartwright approval

Accommodation Works

Fencing

Post and 4-rail fence with pig netting along any new boundaries

Drainage

Where required, to construct a header drain (and appropriate outfall) and connect into any intercepted man made land drains

Access

To construct and maintain the revised access into Norbury Hall

Water supplies

Where appropriate, install water pipes to maintain agricultural water supplies that are severed by the scheme.

Heads of Terms

HEADS OF TERMS FOR AN AGREEMENT BETWEEN JOHN WALTER CARTWRIGHT, ELLA DAWN CARTWRIGHT AND JANICE VALERIE CARTWRIGHT ("JW CARTWRIGHT, ED CARTWRIGHT AND JV CARTWRIGHT") AND STOCKPORT METROPOLITAN BOROUGH COUNCIL OF STOCKPORT ("SMBC")

Overview/Preamble

SMBC is promoting the construction of the A6 to Manchester Airport Relief Road ("A6 MARR").

To facilitate land assembly for A6 MARR SMBC has made The Metropolitan Borough of Stockport (Hazel Grove (A6) to Manchester Airport A555 Classified Road) Compulsory Purchase Order 2013 ("the A6 MARR CPO") to acquire all the land interests required to construct A6 MARR.

SMBC wishes to acquire as many of the identified interest ahead of the confirmation and implementation of the CPO

JW Cartwright, ED Cartwright and JV Cartwright has land interests affected ("Affected Land Interest"), as detailed on the attached plan ("the Affected Land Interest Plan") by the scheme and included within the CPO

Agreement

JW Cartwright, ED Cartwright and JV Cartwright and SMBC ("the Parties") agree to enter into an agreement binding

- JW Cartwright, ED Cartwright and JV Cartwright (to include its successors in title) to meet obligations ("the JW Cartwright, ED Cartwright and JV Cartwright Obligations") and the joint obligations ("the Joint Obligations")
- SMBC (to include its successors in title) to meet its obligations (the SMBC Obligations) and the Joint Obligations

JW Cartwright, ED Cartwright and JV Cartwright Obligations

JW Cartwright, ED Cartwright and JV Cartwright agrees

1. To transfer the Affected Land Interest coloured pink on the attached plan to SMBC, either
 - a. Unconditionally at the date of this agreement, or
 - b. Conditional upon (delete as appropriate)
 - Confirmation of the A6 MARR CPO
 - implementation of the A6 MARR CPO
 - a date to be agreed between the Parties
2. On documenting the agreement envisaged by these Heads of Terms to withdraw its objection and not to submit any further objection to the A6 MARR CPO (or any reasonably modification of the A6 MARR CPO) or to make adverse representations in

Heads of Terms

respect of any planning matter related, directly or indirectly, to the scheme being promoted by SMBC, or support others in doing so.

3. To accept the provision of the accommodation works shown on the attached schedule ("the Accommodation Works Schedule"). Such works may include granting of rights to JW Cartwright, ED Cartwright and JV Cartwright
4. To mitigate its losses

SMBC Obligations

SMBC agrees

5. To take a transfer of the Affected Land Interest
6. To provide the accommodation works shown on the attached schedule ("the Accommodation Works Schedule")
7. To pay consideration of (Delete as appropriate)
 - [£XXXX] in full and final consideration of all Heads of Claim
 - [£XXXX] in full and final settlement of the value of the Affected Land Interest and severance and injurious affection reserving, to JW Cartwright, ED Cartwright and JV Cartwright, the right to recover compensation for disturbance, the disturbance to be assessed in accordance with the compensation code
 - [£XXXX] in full and final settlement of the value of the Affected Land Interest reserving, to JW Cartwright, ED Cartwright and JV Cartwright, the right to recover compensation for severance and injurious affection and disturbance, both to be assessed in accordance with the compensation code
 - To be assessed
8. Where consideration/compensation is to be assessed it shall be assessed
 - a. Having regard to the works provided in accordance with the Accommodation Works Schedule
 - b. in accordance with the Compensation Code (being the various Acts of Parliament, Statutory Instruments and decided case law used to assess compulsory purchase compensation)
 - c. at the Valuation Date which shall be the date of the transfer of the Affected Land Interest
9. Should the A6MARR not be implemented the Council will offer back to JW Cartwright, ED Cartwright and JV Cartwright the land acquired on terms at market value, the price to be fixed at the date of the transaction.
10. In the event of a dispute then the matter to be referred to an arbitrator to be appointed by agreement between the parties or in the absence of this, by the President of the RICS whose decision shall be final, save where the matter relates to compensation when the dispute shall be referred, by agreement, to the Upper Tribunal (Lands Chamber).
11. That it will not implement the A6 MARR CPO in respect of the acquisition of any land or land interests owned by JW Cartwright, ED Cartwright and JV Cartwright unless JW Cartwright, ED Cartwright and JV Cartwright is either unable or unwilling to comply with the terms of the agreement envisaged by these Heads of Terms.

Heads of Terms

Joint Obligations

12. The parties agree to act reasonably and in good faith
13. To respond to communications from each party in reasonable period of time and to use reasonable endeavours not to cause unnecessary delay to the timing and programming of the SMBC CPO and scheme delivery.

Costs

14. SMBC agrees to meet JW Cartwright, ED Cartwright and JV Cartwright's reasonable costs incurred in connection with the agreement anticipated by these Heads of Terms, on completion of the agreement.

Contract Terms

15. Subject to
 - a. Contract
 - b. SMBC approval
 - c. JW Cartwright, ED Cartwright and JV Cartwright approval

Accommodation Works

Fencing

Post and 4-rail fence with pig netting along any new boundaries

Drainage

Where required, to construct a header drain (and appropriate outfall) and connect into any intercepted man made land drains

Access

To construct and maintain the revised access into Norbury Hall

Water supplies

Where appropriate, install water pipes to maintain agricultural water supplies that are severed by the scheme.

Appendix HC10

Cartwright = Schedule of Contact

When	What	From	To	Subject
22/08/11	Phone	Ella Cartwright		Asking for an extension to submit land form
12/09/11	Forms		SMBC	Land questionnaires returned
13/03/12	Forms		SMBC	Agricultural land information from returned
28/01/13	Letter	Richard Morris (Impey)	SEMMMS team	Summarising concerns over scheme design
22/08/13	Meeting	Ella Cartwright, John Cartwright, Maria Perry, Andy Frost, Richard Morris, Jim McMahon, Naz Huda, Mandy Clarke, Ian Keyte		Family concerns set out – not happy about proximity of road to house and access provisions
27/08/13	Email	Naz Huda	Richard Morris	Attaching cross section drawings and photo montages
10/10/13	Email exchange	Naz Huda and Richard Morris		Regarding scheme alignment and concerns
04/12/13	Meeting	Ella Cartwright, John Cartwright, Maria Perry, Andy Frost, John Thompson, Graham Martin, Naz Huda, Mandy Clarke, Ian Keyte		Discussions about scheme including access/egress concerns
09/12/13 to 06/01/13	Email exchange	Naz Huda, Andy Frost, Richard Morris, Graham Martin, Mandy Clarke and Ian Keyte		Regarding scheme design issues and accommodation works proposals
09/01/13	Meeting	Ella Cartwright, Andy Frost, John Thompson, Graham Martin, Naz Huda, Ian Keyte and Mandy Clarke		Scheme update and issues around access
16/01/14	Email	Naz Huda	Ella Cartwright	Sending scheme drawings
21/01/14 to 22/01/14	Email exchange	Ella Cartwright, Naz Huda, Andy Frost, Richard Morris, John Thompson, Graham Martin, Mandy Clarke and Ian Keyte		Scheme update and issues around access
21/01/14	Letter	Frost Planning	SMBC	Planning objection
14/02/14	Email	Richard Morris	HJC	Contacting me following a letter from Jim McMahon and asking me to contact him to discuss the compensation position as it affects his clients
14/02/14	Email	HJC	Richard Morris	Acknowledging receipt of his email and undertaking to contact him in due course
19/02/14	Email	Chris Roberts (SMBC)	Carole Akroyd (Impey) (cc'd to HJC)	Seeking clarification on interest owners
19/02/14	Email	Carole Akroyd (Impey)	Chris Roberts (SMBC) (cc'd to HJC)	responding
14/03/14	Email	HJC	Richard Morris	Asking to meet to discuss Objection and offering dates
17/03/14	Email	Richard Morris	HJC	Confirming meeting date
17/03/14	Email	HJC	Richard Morris	Confirming meeting time
19/03/14	Meeting	Richard Morris, HJC and Alex Marten (CBRE)		Discussing client issues
21/03/14	Email	Richard Morris	HJC	Following up on points discussed at 19/03 meeting
21/03/14	Email	HJC	Richard Morris	Acknowledging receipt of email
24/03/14	Email	Richard Morris	HJC	Attaching plan regarding access design

				referred to at our meeting
26/03/14	Email	HJC	Richard Morris	Confirming position in relation to fees and fee undertaking
26/03/14	Email	HJC	Richard Morris	Responding to Richard Morris's 24/03 email and attaching plans regarding access design for him to comment upon
04/04/14	Email	Richard Morris	HJC	Regarding access designs
04/04/14	Email	HJC	Richard Morris	Acknowledging receipt of his 04/04 email
04/04/14	Email	HJC	Richard Morris	Having taken instruction, responding to his 04/04 email
24/04/14	Email	Richard Morris	HJC	Responding to my 26/03 email on fees
24/04/14	Email	HJC	Richard Morris	Responding on his email regarding fees and confirming the fee policy and undertaking given
02/05/14	Email	Richard Morris	HJC	On the issue of fee reimbursement and fees to date
02/05/14	Email	HJC	Richard Morris	Inviting him to set out a billing proposal
13/06/14	Email	HJC	Richard Morris	Seeking an update on fees (following my 02/05 email) and seeking clarification of each of the Cartwright interests
13/06/14	Email x 3	HJC	Richard Morris	Issuing draft Heads of Terms in respect of each of the Cartwright interests (as I understand them)
21/06/14	Email	HJC	Richard Morris	Offering to meet following my 13-/06 emails
01/07/14	Email	HJC	Richard Morris	Chasing response to 13/06 emails and offering to meet
14/07/14	Email	HJC	Richard Morris	Chasing response to my 01/07 email and offering a meeting
25/08/14	Email	HJC	Richard Morris	Chasing a response to my 14/07 email and offering a meeting

Appendix HC11

Klondyke/Brookside – Schedule of Contact

When	What	From	To	Subject
15/08/12	Phone	Garden Centre manager	Mandy Clarke	Seeking to arrange meeting to discuss scheme implications
19/08/11	Meeting			To discuss scheme implications
14/09/11	Letter			Returned land use questionnaire
18/04/12	Phone		Mandy Clarke	Arranging a meeting to discuss scheme
14/05/12	Meeting	Chris Mackie (Klondyke), Jim McMahon, Mandy Clarke, Naz Huda and John Houlihan (NPS)		Discussing Garden Centre operation and potential impact on the business
30/05/12 <i>et seq</i>	Email exchange	Naz Huda and Chris Mackie	Looking at scheme design and potential mitigation works	
22/06/12	Email	Naz Huda	David Yardley and Chris Mackie	Showing potential re-provision of car parking and options for access
04/10/12	Email	Martyn Garner	Naz Huda (cc Klondyke)	Without prejudice correspondence
25/10/12	Meeting	David Yardley (Klondyke) and Mandy Clarke and others		Regarding scheme and implications of it design
21/06/13	Email	NH	David Yardley	Confirming adopted scheme design
26/06/13	Meeting	Martyn Garner, David Yardley, Naz Huda, Mandy Clarke and Ian Keyte		Scheme update and review of the proposal. Discussion of implications and how re-design of garden centre might work
28/06/13	Letter	Martyn Garner	Naz Huda	Regarding road scheme and impact on garden centre
28/06/13	Letter	David Yardley	Naz Huda	Commenting on scheme design and concern over adopted proposal
31/07/13	Letter	Naz Huda	David Yardley	
06/08/13	Letter	Martyn Garner	Naz Huda	Reiterating concerns over adopted road proposal
29/08/13	Meeting	David Yardley, Martyn Garner, Jim McMahon, Mandy Clarke and Naz Huda		Discussion around reasoning for adopted scheme. Discussion on mitigation/accommodation works
03/12/13	Meeting	David Yardley, Martyn Garner, Ian Keyte and Naz Huda		Update on scheme proposal and review on proposed accommodation works
05/12/13	Email	Naz Huda	David Yardley	Notes summarising meeting
02/04/14	Email	IC	NH/HC/JF	Arranging meeting – dates preferred
02/04/14	Email	IC	NH/HC/JF	Arranging meeting – dates preferred
02/04/14	Email	NH	IC/HC/JF	Arranging meeting – dates preferred
02/04/14	Email	IC	NH/HC/JF	Arranging meeting – times
02/04/14	Email	NH	IC/HC/JF	Arranging meeting – dates preferred
02/04/14	Email	HC	IC	Arranging meeting – Confirmed
03/04/14	Email	HC	IC/JF	Request for account details
03/04/14	Email	IC	NH/HC/JF	Confirming who from client company is attending
03/04/14	Email	HC	IC/NH /JF	Arranging meeting – dates preferred
03/04/14	Email	IC	HC/NH /JF	Arranging meeting – dates preferred
03/04/14	Email	HC	IC/JF	Hallsall lease request
07/04/14	Email	Hilary Kenyon	JF/HC	Lease and Licences provided for all the relevant units

10/04/14	Meeting	NH/HC/JF	IC and clients	Meeting looking at the options and discussing through principles
11/04/14	Email	IC	JF	Request to cover fees for QS and engineers to review options
11/04/14	Email	JF	IC	S25 notice and the removal of restaurant tenant discussions
15/04/14	Email	JF	IC	Confirming of fees
16/04/14	Email	IC	JF	Explanation of queries against costs
16/04/14	Email	IC	JF	Asking to make contact direct with client
23/04/14	Email	Hilary Kenyon	JF/HC	Confirmation of clients
23/04/14	Email	HC	IC/JF	Response to the confirmation of clients
23/04/14	Email	IC	JF/HC	Acknowledgement
02/05/14	Email	Hilary Kenyon	JF/HC	Engineers discussion
02/05/14	Email	IC	JF/HC	Clarifying engineer discussions
15/05/14	Meeting	JF/HC/NH	IC & Client	Review the options provided by the engineering solutions
21/05/14	Email	IC	JF/HC	Engineering discussions
21/05/14	Email	IC	JF/HC	Fee extensions on engineering solutions
21/05/14	Email	IC	JF/HC	Chasing up about fee recommendation
27/05/14	Invite	JF	IC	Confirm meeting
06/06/14	Meeting	JF/HC/NH	IC & client	Meeting to discuss final iterations of design schemes
23/06/14	Email	JF	IC	Breakdown of fees
27/06/14	Email	IC	JF	Consultants fees breakdown
01/07/14	Email	IC	JF	Confirmation that S25 will be served
03/07/14	Email	JF	IC	S25 notice – good to progress
03/07/14	Email	JF	IC	Response to breakdown of works required for the centre to carry on operating
08/07/14	Email	IC	JF	Confirmation of Hill Dickinson's account
20/07/14	Email	JF	IC	Council reviewing options
23/07/14	Email	IC	JF	Fees to be paid by council
29/07/14	Email	IC	JF	Fees invoice update
13/08/14	Email	Hilary Kenyon	JF	Solicitor fees refunding
13/08/14	Email	Hilary Kenyon	JF	Valuation report
15/08/14	Email	IC	JF	Solicitor response on S25 notice
28/08/14	Phone Call	JF	IC	Discussing claim in further detail – awaiting feed back from IC's client QC advice

Appendix HC12

Helen Harrison – Schedule of Contact

When	What	From	To	Subject
Autumn 2011	Phone calls	Helen Harrison and various at SMBC		Regarding scheme questionnaires
22/2/12	Phone	Helen Harrison	J Schofield (SMBC)	Regarding concerns about future of her operation
12/04/12	Phone	Helen Harrison	J Schofield (SMBC)	Regarding scheme questionnaire
10/05/12	Phone	Helen Harrison	Mandy Clarke (for SMBC)	Regarding concerns about future of her business
16/05/12	Meeting	Helen Harrison and Naz Huda		Regarding implications of scheme. Recognition that mitigation works will require co-operation of landowner
12/06/12	Phone	Helen Harrison	Naz Huda	Regarding access to equestrian routes and general plans
18/10/12	Meeting	Helen Harrison, Naz Huda, Mandy Clarke and Ian Keyte		Regarding scheme design and implications. Confirmed holding over on tenancy
07/11/12	Meeting	Helen Harrison, John Seed (not instructed), Jan Shirt, Naz Huda, Mandy Clarke and Ian Keyte		Helen Harrison currently un-represented. Again setting out concerns regarding implications of scheme
04/07/13	Meeting	Helen Harrison, Michael Branson, Sue Steer, Mandy Clarke		Sue Steer appointed. Will review tenancy position. Set out implications of scheme on riding school
12/07/13	Letter	Sue Steer	SEMMMS project team	Expressing concern about scheme on the property
30/09/13	Email	Naz Huda	Helen Harrison	Scheme drawings showing land take
09/10/13	Letter	S Clarkson (SMBC)	Sue Steer	With scheme plans
22/10/13	Meeting	Helen Harrison, Michael Branson, Sue Steer, Naz Huda, Ian Keyte		Discussion regarding scheme, design, timescales etc
Autumn 2011	Phone calls	Helen Harrison and various at SMBC		Regarding scheme questionnaires
22/2/12	Phone	Helen Harrison	J Schofield (SMBC)	Regarding concerns about future of her operation
12/04/12	Phone	Helen Harrison	J Schofield (SMBC)	Regarding scheme questionnaire
10/05/12	Phone	Helen Harrison	Mandy Clarke (for SMBC)	Regarding concerns about future of her business
16/05/12	Meeting	Helen Harrison and Naz Huda		Regarding implications of scheme. Recognition that mitigation works will require co-operation of landowner
12/06/12	Phone	Helen Harrison	Naz Huda	Regarding access to equestrian routes and general plans
18/10/12	Meeting	Helen Harrison, Naz Huda, Mandy Clarke and Ian Keyte		Regarding scheme design and implications. Confirmed holding over on tenancy
07/11/12	Meeting	Helen Harrison, John Seed (not instructed), Jan Shirt, Naz Huda, Mandy Clarke and Ian Keyte		Helen Harrison currently un-represented. Again setting out concerns regarding implications of scheme
04/07/13	Meeting	Helen Harrison, Michael Branson, Sue Steer, Mandy Clarke		Sue Steer appointed. Will review tenancy position. Set out implications of scheme on riding school
12/07/13	Letter	Sue Steer	SEMMMS project team	Expressing concern about scheme on the property
30/09/13	Email	Naz Huda	Helen	Scheme drawings showing land take

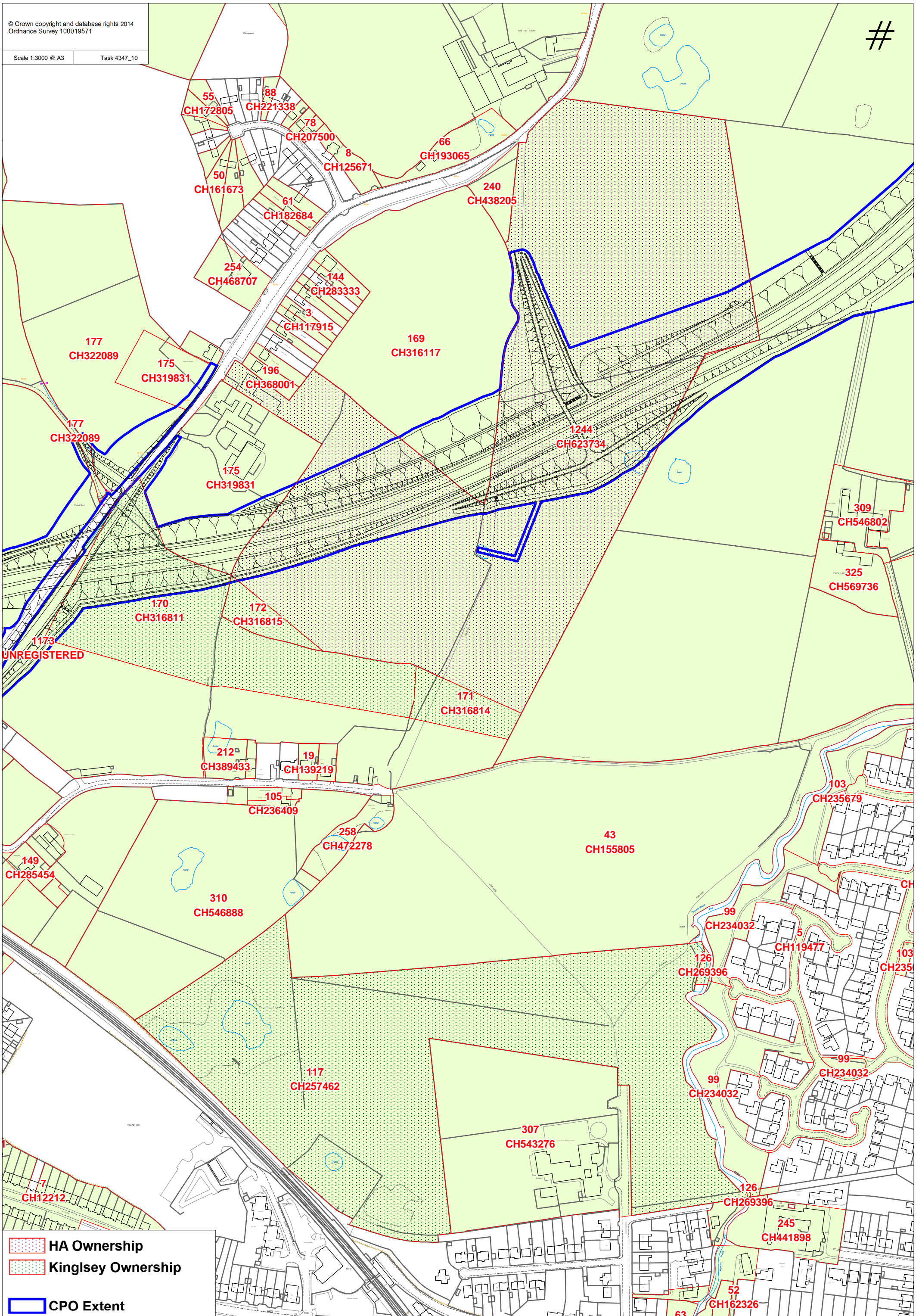
			Harrison	
09/10/13	Letter	S Clarkson (SMBC)	Sue Steer	With scheme plans
22/10/13	Meeting	Helen Harrison, Michael Branson, Sue Steer, Naz Huda, Ian Keyte		Discussion regarding scheme, design, timescales etc
20/02/14	Telephone	HJC and Sue Steer		Discussing her clients (incl Helen Harrison) and suggesting we meet
20/02/14	Email	HJC	Sue Steer	Confirming telephone call and offering her dates for a meeting
20/02/14	Email	Sue Steer	HJC	Confirming meeting
23/02/14	Email	HJC	Sue Steer	Confirming meeting arrangements
25/02/14	Meeting	HJC and Sue Steer		Discussing her clients and the operations they run. Requests for tenancy and accounting details
28/02/14	Email	Sue Steer	HJC	Advising that she had met with John England to look at damage following GI works
28/02/14	Email	HJC	Sue Steer	Confirming that I will deal with claim for loss following GI works
02/03/14	Email	HJC	Sue Steer	Following 25/02 meeting, confirming my understanding of her client's situation. Requesting tenancy info, confirming my understanding of her concerns, regarding accommodation works and regarding fee rates
04/03/14	Email	Sue Steer	HJC	Acknowledging receipt of my email
26/03/14	Email	HJC	Sue Steer	Email confirming fee undertaking and methodology for recovery of fees
26/03/14	Email	HJC	Sue Steer	Chasing info requested on 25/02 and suggesting a meeting on 02/04
26/03/14	Email	Sue Steer	HJC	Confirming limited progress due to work pressures and confirming unable to make 02/4 meeting
26/03/14	Email	HJC	Sue Steer	Offering meeting on 9 or 10 April
26/03/14	Email	Sue Steer	HJC	Agreeing to see if we can fix a meeting on the suggested dates
06/04/14	Email	HJC	Sue Steer	Requesting tenancy and accounting information and offering a meeting
07/04/14	Email	HJC	Sue Steer	Trying to fix a meeting date
07/04/14	Email	Sue Steer	HJC	Suggesting a meeting date
09/04/14	Email	HJC	Sue Steer	Seeking clarification on meeting and seeking update on lease and account info
09/04/14	Email exchange	Sue Steer and HJC		Fixing meetings for 15 April
10/04/14	Telephone	HJC	Sue Steer	Regarding the tenancy position and whether Helen Harrison has a compensatable interest
11/04/14	Email	HJC	Sue Steer	Regarding the tenancy position and whether Helen Harrison has a compensatable interest
15/04/14	Meeting	HJC, Sue Steer and Helen Harrison		Site visit and opportunity for Helen Harrison to explain her business and concerns as to the implications of the scheme
22/04/14	Email	HJC	Sue Steer	Following meeting on 15/04 and again requesting update on tenancy position and accounting information
28/04/14	Email	Sue Steer	HJC	Seeking clarification on fees
28/04/14	Email	Sue Steer	HJC	Responding to my 22/4 email advising that she would deal with it when back from holiday

				and also would forward the GI works claim
02/05/14	Email	HJC	Sue Steer	Confirming fee policy and methodology for reimbursement
13/05/14	Email	HJC	Sue Steer	Expressing concern at the lack of progress and the pressing need for an update on the tenancy situation and to see accounting information
13/05/14	Email	Sue Steer	HJC	Advising that she is very busy and that she hopes to be able to respond to my email after 15 May
23/05/14	Email	HJC	Sue Steer	Regarding accommodation works
23/05/14	Email	HJC	Sue Steer	Seeking an update on the tenancy position and in respect of accounting information
23/05/14	Email	Sue Steer	HJC	Advising that Helen Harrison is considering her options regarding the lease, that because she self-assesses she does not have proper accounts and that she needs to be treated sympathetically by the acquiring authority
23/05/14	Email	HJC	Sue Steer	Advising if the need to understand the nature of the interest and commercial position to enable material progress to be made.
23/05/14	Email	HJC	Sue Steer	Setting out how I see progress can be made in respect of accommodation works and the importance of both lease and accounting info to support that
27/05/14	Email	Sue Steer	HJC	Attaching claim for losses following GI works
28/05/14	Email	HJC	Sue Steer	Acknowledging receipt of crop loss claim and advising that I was taking advice on claims of damaged
29/05/14	Email	Sue Steer	HJC	Advising that she had advised John England about damage to borehole marker and fencing
03/06/14	Email	HJC	Sue Steer	Responding to the claim raising a number of issues
03/06/14	Email	HJC	Sue Steer	Chasing a response to my 23/5 email
03/06/14	Email exchange	Sue Steer and HJC		Confirming that she had responded and my acknowledging that I had missed the claim
13/06/14	Email	HJC	Sue Steer	Responding to comments Sue Steer had made in an email to John England
13/06/14	Email	Sue Steer	HJC	Confirming that she had asked Helen Harrison for info to support the claim
17/06/14	Email	Naz Huda	Sue Steer (cc'd HJC)	Regarding timetable for scheme delivery
17/06/14	Email	HJC	Sue Steer	Asking for an update on the Heads of Claim Sue Steer undertook to draft
17/06/14	Email	Sue Steer	HJC	Acknowledged my email and confirmed that she was in liaison with clients' solicitors
18/06/14	Email	HJC	Sue Steer	Informing her that her clients would be receiving a letter advising that the Inquiry will begin on 30 September
20/06/14	Email	Sue Steer	HJC	Acknowledging my 18/06 email
20/06/14	Email	HJC	Sue Steer	Chasing the draft claims (see 17/06 email)
23/06/14	Email	Sue Steer	HJC	Responding to my 20/06 email advising that progress was slow
08/07/14	Letter	Sue Steer	HJC	With evidence to support the GI works claim
09/07/14	Email	HJC	Sue Steer	Email advising that I was still waiting on tenancy and accounting information.

				Offering a meeting
09/07/14	Email	Sue Steer	HJC	Advising that she is in holiday
18/07/14	Telephone	HJC and Sue Steer		Urging her to provide requested info and explaining that I really wanted to make progress with her clients
18/07/14	Email	HJC	Sue Steer	Acknowledging requests for tenancy and accounting information, suggesting that my urging was, in some way, over-bearing, advising me that CPO was draft and might not be confirmed, acknowledging that she was to draft claims and chasing an update on Helen Harrison's GI claim
20/07/14	Email	HJC	Sue Steer	Responding to 18/07 email and highlighting the importance of providing requested information to assist in determining accommodation works
20/07/14	Email	HJC	Sue Steer	Responding to the claim and advising that I had not received the supporting info (which I had missed)
21/07/14	Email	Sue Steer	HJC	Confirming supporting info sent
22/07/14	Email	HJC	Sue Steer	Acknowledging my error – supporting information received but missed
24/07/14	Email	HJC	Sue Steer	Response on claim, incl request for accounting info to support loss of income and time spent claims
13/08/14	Email	Sue Steer	HJC	Responding to my 24/7 email with more and expressing surprise at the requirement to justify lost income
20/08/14	Email	HJC	Sue Steer	Responding to Sue Steer's 13/8 email
01/09/14	Email	Sue Steer	HJC	Providing update on tenancy situation, declining to provide requested accountancy advice (sees no relationship between this and provision of accommodation works) and suggesting that goodwill has been lost because of requests to substantiate losses claimed following GI works

Appendix HC13

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- HA Ownership
- Kinglsey Ownership
- CPO Extent

UNREGISTERED

CH12212

CH162326

177
CH322089

175
CH319831

170
CH316811

212
CH389433

105
CH236409

310
CH546888

117
CH257462

258
CH472278

307
CH543276

254
CH468707

144
CH283333

61
CH182684

13
CH117915

196
CH368001

175
CH319831

172
CH316815

171
CH316814

78
CH207500

8
CH125671

66
CH193065

240
CH438205

169
CH316117

1244
CH623734

309
CH546802

325
CH569736

103
CH235679

43
CH155805

99
CH234032

5
CH119477

126
CH269396

103
CH235679

99
CH234032

99
CH234032

126
CH269396

245
CH441898

52
CH162326

63

Appendix HC14

Michael Kingsley – Schedule of Contact

When	What	From	To	Subject
24/03/10	Letter	SMBC	M Kingsley	Regarding ecological surveys
20/04/10	Letter	SMBC	M Kingsley	Regarding ecological surveys
27/04/10	Meeting	M Kingsley, Jim McMahon, Martin Rigby (SMBC) and Mandy Clarke		Discussed scheme. Michael Kingsley supports proposal and gave an overview of his aspirations for development and that the scheme needs to work with/facilitate these
17/08/11	Letter	Jim McMahon	Michael Kingsley	Scheme update and land questionnaire
09/09/11	Letter	Jim McMahon	Michael Kingsley	Chasing land questionnaire
16/11/11	Letter	Jim McMahon	Michael Kingsley	Chasing land questionnaire
19/01/12	Meeting	M Kingsley, Jim McMahon, Joseph Roberts (SMBC) and Mandy Clarke		Detailed overview of the scheme. Michael Kingsley advised all land in his name, that he would return questionnaire, ownership of an additional area of land and his interest in retaining access to Clay Lane
20/01/12	Letter	Chris Roberts (SMBC)	Michael Kingsley	With land interest questionnaire
09/02/12	Email	Mandy Clarke	Michael Kingsley	Requesting land questionnaire be returned
29/02/12	Email	Mandy Clarke	Michael Kingsley	Requesting land questionnaire be returned
07/03/12	Email	Mandy Clarke	Michael Kingsley	Requesting land questionnaire be returned
09/03/12	Email	Michael Kingsley	Mandy Clarke	Apologising for delay in returning land questionnaire
10/04/12	Letter	Jim McMahon	Michael Kingsley	Update on scheme and requesting land interest questionnaires
18/04/12	Email	Mandy Clarke	Michael Kingsley	Requesting land questionnaire be returned
01/06/12	Letter	Jim McMahon	Michael Kingsley	Update on scheme and advising as to property contact
02/06/12	Email	Mandy Clarke	Michael Kingsley	Requesting land questionnaire be returned
10/08/12	Meeting	Michael Kingsley, Jim McMahon, Naz Huda and Ben Hey (LSH, for SMBC)		Michael Kingsley questioning scheme design, reference to rights on Woodford Rod land and regarding a review of land take at Clay Lane. J McMahon request land questionnaire
18/09/12	Phone	Michael Kingsley	Graham Martin (SMBC)	Advised that Darren Facey had been in contact regarding purchase. Michael Kingsley wanted an update on matters following his 10/8 meeting
25/01/13	Email	Michael Kingsley	SMBC	Consultation response
04/02/13	Email	Sue Stevenson	Michael Kingsley	Acknowledging 25/1 email
04/02/13	Phone	Michael Kingsley	Emily Brough (SMBC)	To advise he is working on land questionnaire
08/02/13	Letter	Michael Kingsley	Jim McMahon	Returning land questionnaire, reference to protection of right in scheme design
05/03/13	Meeting	Michael Kingsley, Jim McMahon, Naz Huda, Ian		Update on scheme proposal (planning, funding, design etc). Michael Kingsley keen to

		Keyte, Mandy Clarke		protect rights and ensure accommodation works are provided. Michael Kingsley reference to potential for development at Clay Lane. Discussions on alignment options
08/03/13	Email	Jim McMahon	Michael Kingsley	Scheme update
21/03/13	Letter	Ian Keyte	Michael Kingsley	Fees and personal time cost undertaking
19/07/13	Email	Michael Kingsley	SMBC	Road consultation response
25/07/13	Email	Sue Stevenson	Michael Kingsley	Acknowledging 19/7 email
29/07/13	Email	Michael Kingsley	Sue Stevenson	Responding to 25/7email
12/08/13	Email	Sue Stevenson	Michael Kingsley	Acknowledging 29/7 email
05/12/13	Phone	Michael Kingsley	Sam Rosillo (SMBC)	Indicated his support for the scheme had waned given the current proposals
26/02/14	Phone	HJC	Michael Kingsley	To introduce myself and to arrange a meeting
26/02/14	Email	HJC	Michael Kingsley	Confirming telephone conversation and meeting arrangements. Confirmed that I had instructions to purchase
27/02/14	Email	Michael Kingsley	HJC	Confirming meeting date and asking about potential equivalent reinstatement at Little Acorns
28/02/14	Email	HJC	Michael Kingsley	Confirming that whilst I wasn't dealing with Little Acorns I was aware off the case and that it was equivalent reinstatement (in the compulsory purchase sense)
27/02/14	Email	Michael Kingsley	HJC	Without prejudice correspondence
28/02/14	Email	HJC	Michael Kingsley	Responding to the without prejudice correspondence
06/03/14				Advised of the Blight Notice on the Woodford Road land and subsequent transfer of land to HA
10/03/14	Meeting	Michael Kingsley, HJC and Alex Marten		Without prejudice meeting
14/03/14	Email	HJC	Michael Kingsley	Summarising w/o prejudice meeting
21/03/14	Email	Bill Edwards (SMBC)	HJC	Advised that Mr Kingsley had ordered GI works contractors off his property, in spite of them having taken entry following service of Notice
04/04/14	Letter	Nigel Billingsley (Bruton Knowles for Michael Kingsley)	HJC	Advising of his instruction
07/04/14	Email	HJC	Nigel Billingsley	Responding to his 4/4 letter and seeking clarification on points/matters of fact
07/04/14	Email	HJC	Nigel Billingsley	Forwarding SMBC fee policy (see Appendix HC1)
08/04/14	Email	HJC	Michael Kingsley	Seeking confirmation that he has instructed Bruton Knowles and they were instructed to negotiate on his behalf

11/04/14	Email	HJC	Nigel Billingsley	Chasing a response to my 7/4 email
11/04/14	Email	Nigel Billingsley	HJC	Advising that he is awaiting clients instructions before responding
28/04/14	Email	HJC	Michael Kingsley and Nigel Billingsley	Advising of supplementary planning application to ensure p/p and CPO lines match
30/04/14	Site visit	HJC		Unaccompanied – no entry taken
02/05/14	Email	HJC	Nigel Billingsley	Seeking clarification around stock on land that I understood to be unoccupied
15/05/14	Email	HJC	Nigel Billingsley	Chasing responses to 28/4 and 2/5 emails
15/05/14	Email	HJC	Michael Kingsley	Seeking a response to my 8/4 email
30/05/14	Email	HJC	Nigel Billingsley	Chasing a response to my 15/5 email
30/05/14	Email	HJC	Michael Kingsley	Chasing a response to my 15/5 email
30/05/14	Email	Michael Kingsley	HJC	Apologising for the delay in responding and asking to speak or meet on 2/6
30/05/14	Email exchange	Michael Kingsley and HJC		Agreeing to meet on 2/6
30/05/14	Email	HJC	Nigel Billingsley	Advising that I was meeting Michael Kingsley on 2/6
02/06/14	Meeting	Michael Kingsley and HJC		Without prejudice meeting
03/06/14	Email	HJC	Nigel Billingsley	Having had clarification from Michael Kingsley that he hadn't confirmed Bruton Knowles fee payment I forwarded my 7/4 email
03/06/14	Email	HJC	Michael Kingsley	Following w/o prejudice meeting
03/06/14	Email	HJC	Nigel Billingsley	Confirmed that in respect of Michael Kingsley's time, going forward, he would need to demonstrate loss for that time to be reimbursed
03/06/14	Email	Andrew Prowse	HJC	Advised that Nigel Billingsley off work
05/06/14	Email	HJC	Michael Kingsley	Seeking to establish position in relation to rights Michael Kingsley claims running North/south through the land he sold to the HA under Blight
13/06/14	Email	HJC	Michael Kingsley	Seeking clarification on points raised previously and also forwarding draft HoTs for land purchases. Clarified extent of adopted highway at Clay Lane Requested plan of Michael Kingsley's land ownership in the locality
01/07/14	Email x 2	HJC	Michael Kingsley	Asking for Michael Kingsley to provide a plan of land ownership and a response on HoTs
02/07/14	Email	Nigel Billingsley	Michael Kingsley	Without prejudice correspondence
02/07/14	Email	Michael Kingsley	HJC	Apologising for the delay in responding and promising to revert shortly. Offering to meet on 1 or 2 days' notice to discuss matters
02/07/14	Email	HJC	Michael Kingsley	Advised that I looked forward to his response but was unable to meet on his timescale
03/07/14	Email x 7	Michael Kingsley	HJC	Forwarding plans of the extent of the adopted highway at Clay Lane, setting out concerns caused by SMBC's scheme, seeking consent to employ a solicitor to advise on Clay Lane and

				to demonstrate rights at Woodford Road, requesting details of access provisions at Woodford Road
03/07/14	Email x 3	HJC	Michael Kingsley	Undertaking to provide a larger scale plan of the proposed arrangement at Woodford Road, setting out the fee policy and setting out SMBC's position regarding the Woodford Road land and access
03/07/14	Email x 2	Michael Kingsley	HJC	One in acknowledgment the other questioning the relevance of the HA blight notice and insisting on his rights being protected
04/07/14	Email	HJC	Michael Kingsley	Seeking clarification and extent of the claimed rights
04/07/14	Email	Michael Kingsley	HJC	Acknowledging receipt of the fee policy
11/07/14	Email	Michael Kingsley	HJC	Chasing larger scale plan of proposal at Clay Lane
11/07/14	Email	HJC	Michael Kingsley	Acknowledging his email
11/07/14	Email	HJC	Michael Kingsley	Sending plan showing agricultural access onto Woodford Road
11/07/14	Email	HJC	Michael Kingsley	Sending Clay Lane junction plan
05/08/14	Email	HJC	Michael Kingsley	Seeking clarification that he has all the info he requires, chasing for a response to HoTs and seeking clarification as to Bruton Knowles instruction
05/08/14	Email	HJC	Nigel Billingsley	Seeking clarification as to whether Bruton Knowles retained the instruction
08/08/14	Email	Michael Kingsley	HJC	Advising that he is <i>"now in a position to progress our matters further "</i> and asking to meet on 12/8
08/08/14	Email exchange	Michael Kingsley and HJC		Fixing a meeting for 11/8 in London
11/08/14	Meeting	Michael Kingsley and HJC		Without prejudice meeting
15/08/14	Email	Michael Kingsley	HJC	Following without prejudice meeting
21/08/14	Email	Michael Kingsley	HJC	Chasing a response to his 15/8 email
22/08/14	Email	HJC	Michael Kingsley	Seeking clarification as to the ownership of the Woodford Road land and rights which Michael Kingsley claims benefit it
22/08/14	Email	Michael Kingsley	HJC	Response advising <i>"land (and rights is agreed to be transferred to me"</i> and that he will provide evidence of right of way
24/08/14	Email	HJC	Michael Kingsley	Reiterating importance of clarity of ownership and in respect of rights
25/08/14	Email	HJC	Michael Kingsley	Responding to Michael Kingsley's 15/8 without prejudice email

Appendix HC15



Heads of Terms

HEADS OF TERMS FOR AN AGREEMENT BETWEEN MICHAEL KINGSLEY (“MK”) AND STOCKPORT METROPOLITAN BOROUGH COUNCIL OF STOCKPORT (“SMBC”)

Overview/Preamble

SMBC is promoting the construction of the A6 to Manchester Airport Relief Road (“A6 MARR”).

To facilitate land assembly for A6 MARR SMBC has made The Metropolitan Borough of Stockport (Hazel Grove (A6) to Manchester Airport A555 Classified Road) Compulsory Purchase Order 2013 (“the A6 MARR CPO”) to acquire all the land interests required to construct A6 MARR.

SMBC wishes to acquire as many of the identified interest ahead of the confirmation and implementation of the CPO

MK has land interests affected (“Affected Land Interest”), as detailed on the attached plan (“the Affected Land Interest Plan”) by the scheme and included within the CPO

Agreement

MK and SMBC (“the Parties”) agree to enter into an agreement binding

- MK (to include its successors in title) to meet obligations (“the MK Obligations”) and the joint obligations (“the Joint Obligations”)
- SMBC (to include its successors in title) to meet its obligations (the SMBC Obligations) and the Joint Obligations

MK Obligations

MK agrees

1. To transfer the unencumbered Affected Land Interest coloured pink on the attached plan to SMBC plus, if required by MK, the parcel of land uncoloured that is situated to the west of the Little Acorns nursery, either
 - a. Unconditionally at the date of this agreement, or
 - b. Conditional upon (delete as appropriate)
 - Confirmation of the A6 MARR CPO
 - implementation of the A6 MARR CPO
 - a date to be agreed between the Parties
2. On documenting the agreement envisaged by these Heads of Terms to withdraw its objection and not to submit any further objection to the A6 MARR CPO (or any reasonable modification of the A6 MARR CPO) or to make adverse representations in respect of any planning matter related, directly or indirectly, to the scheme being promoted by SMBC, or support others in doing so.

Heads of Terms

3. To accept the provision of the accommodation works shown on the attached schedule ("the Accommodation Works Schedule"). Such works may include granting of rights to MK
4. To mitigate its losses

SMBC Obligations

SMBC agrees

5. To take a transfer of the Affected Land Interest.
6. To provide the accommodation works shown on the attached schedule ("the Accommodation Works Schedule")
7. To pay consideration of (Delete as appropriate)
 - [£XXXX] in full and final consideration of all Heads of Claim
 - [£XXXX] in full and final settlement of the value of the Affected Land Interest and severance and injurious affection reserving, to MK, the right to recover compensation for disturbance, the disturbance to be assessed in accordance with the compensation code
 - [£XXXX] in full and final settlement of the value of the Affected Land Interest reserving, to MK, the right to recover compensation for severance and injurious affection and disturbance, both to be assessed in accordance with the compensation code
 - To be assessed
8. Where consideration/compensation is to be assessed it shall be assessed
 - a. Having regard to the works provided in accordance with the Accommodation Works Schedule
 - b. in accordance with the Compensation Code (being the various Acts of Parliament, Statutory Instruments and decided case law used to assess compulsory purchase compensation)
 - c. at the Valuation Date which shall be the date of the transfer of the Affected Land Interest
9. Should the A6MARR not be implemented the Council will offer back to MK the land acquired on terms at market value, the price to be fixed at the date of the transaction.
10. In the event of a dispute then the matter to be referred to an arbitrator to be appointed by agreement between the parties or in the absence of this, by the President of the RICS whose decision shall be final, save where the matter relates to compensation when the dispute shall be referred, by agreement, to the Upper Tribunal (Lands Chamber).
11. That it will not implement the A6 MARR CPO in respect of the acquisition of any land or land interests owned by MK unless MK is either unable or unwilling to comply with the terms of the agreement envisaged by these Heads of Terms.

Joint Obligations

12. The parties agree to act reasonably and in good faith

Heads of Terms

13. To respond to communications from each party in reasonable period of time and to use reasonable endeavours not to cause unnecessary delay to the timing and programming of the SMBC CPO and scheme delivery.

Costs

14. SMBC agrees to meet MK's reasonable costs incurred in connection with the agreement anticipated by these Heads of Terms, on completion of the agreement.

Contract Terms

15. Subject to
 - a. Contract
 - b. SMBC approval
 - c. MK approval

Accommodation Works

Fencing

Post and 4-rail fence with pig netting along all new boundaries

Drainage

Where required, to construct a header drain (and appropriate outfall) and connect into any intercepted man made land drains

Access

To be confirmed

Water supplies

Where appropriate, install water pipes to maintain agricultural water supplies that are severed by the scheme.

Others

To be discussed/agreed

Appendix HC16

Hall – schedule of Contact

When	What	From	To	Subject
17/08/11	Letter	Jim McMahon	David Hall	Sending land questionnaires
21/10/11	Forms	David Hall	SMBC	Land questionnaires returned
01/06/12	Letter	Jim McMahon	David Hall	Project update and introducing contacts
13/07/12	Letter	JS	Mandy Clarke	Advising of his instruction and confirming meeting on 4/9
04/09/12	Meeting	David Hall, Alan Thompson, JS, Ian Keyte, Naz Huda		Discussing scheme and impacts
24/10/12	Meeting	Mr and Mrs Hall, Naz Huda, Mandy Clarke and Ian Keyte		Discussing scheme and impacts
03/07/13	Letter	JS	Mandy Clarke	Expressing his clients concerns about the excessive land take
11/07/13	Letter	Mandy Clarke	JS	Responding to 3/7 letter
25/07/13	Meeting	JS, Mandy Clarke		Discussion around land take, access etc
01/08/13	Letter	JS	Mandy Clarke	Requesting cross sections of bunding
14/08/13	email	Mandy Clarke	JS	Acknowledging letter and undertaking to forward plans
04/12/13	Letter	JS	SMBC	Objecting to planning application
10/03/14	Phone	JS	Mandy Clarke	Mr Hall has wants to understand whether he can continue to rent Kingsley land
26/03/14	Email	John Seed	Mandy Clarke (SMBC) (cc'd to me)	Letter attached to email requesting that accommodation bridge to serve the Mort, Zeiss, Bourne and Lomas land be moved – in light of the alleged control that SMBC has over HA land
09/04/14	Email	HJC	John Seed	Asking that I be copied into all property related emails, advising that the HA land is owned by the HA, not SMBC and that the accommodation bridge serves more than just the HA and Mort, Zeiss, Bourne and Lomas land
17/06/14	Email	HJC	John Seed	Following arrangement of meetings with affected party email seeking clarification as to the various Hall identified interests and the basis they occupy the land parcels
02/07/14	Meeting	David Hall, HJC, John Seed and Deborah Lund		Meeting at David Hall's farm to discuss issues and for him to explain various interest
03/07/14	Email	Deborah Lund	HJC	Plan showing the Hall family farming operations
03/07/14	Email	HJC	John Seed and Deborah Lund	Confirming my understanding of the Hall family farming interests and the issues arising from the scheme. Re questing details of the agreements in respect of each occupation
05/08/14	Email	HJC	John Seed and Deborah Lund	Chasing a response to 3/7 email
06/08/14	Email	John Seed	HJC	Suggesting that we can address the questions raised at a site meeting arranged for 6/8 at David Hall's farm (to discuss Mort etc land)
06/08/14	Meeting	David Hall, HJC and John Seed		Meeting arranged to discuss the Mort, Zeiss, Bourne and Lomas land issues but which Hazel Mort was unable to attend. HJC to be provided with copies of agreements for land occupation

Appendix HC17

Bourne, Zeiss, Lomas and Mort – Schedule of Contact

When	What	From	To	Subject
21/08/11	Form	J Zeiss	SMBC	Land questionnaire returned
03/11/12		Hazel Mort attended Poynton Phase 1 consultation		
01/06/12	Phone	Mandy Clarke	John Seed	Will respond with meeting dates
05/12/12	Email	Hazel Mort	SEMMMS team	Requesting meeting to discuss scheme proposal
08/12/12	Phone	Naz Huda	Hazel Mort	Arranging a meeting
14/11/12	Meeting	Hazel Mort, Naz Huda, Mandy Clarke, Ian Keyte		Discussing scheme proposal and effect (severing) or property
15/11/12	Email	Naz Huda	Hazel Mort	Summarising meeting and forwarding plans
16/11/12	Email	Hazel Mort	Naz Huda	Acknowledging receipt of plans and thanking SMBC for meeting
30/01/13	Meeting	Hazel Mort, John Seed, Naz Huda and Mandy Clarke		Discussion regarding consultation, scheme designs temp and perm land take, access, bunding, drainage etc and other accommodation works
28/06/13	Letter	John Seed	Mandy Clarke	Summarising his clients' situation and objecting to extent of land take
11/07/13	Letter	Mandy Clarke	John Seed	Responding to 28/06 letter
25/07/13	Meeting	John Seed, Mandy Clarke		Discussion around land take, access etc
01/08/13	Letter	John Seed	Mandy Clarke	Following 25/7 meeting setting out his views and concerns on the scheme and its implications on his clients
15/08/13	Email	Mandy Clarke	John Seed	Responding to 01/8 letter and explaining, amongst that accommodation works (in particular the bridge) are a balance between the interests of competing stake holders
04/12/13	Letter	John Seed	SMBC	Objecting to planning application
17/06/14	Email	HJC	John Seed	Following the arrangement of a meeting with Hazel Mort and email seeking clarification of the Hall family occupation
09/07/14	Email	John Seed	HJC	Email to confirm that Hazel Mort's work commitment means that she has had to cancel the meeting arranged for this afternoon and inviting me to suggest alternate dates
09/07/14	Email	HJC	John Seed	Acknowledging email and offering dates
14/07/14	Email	HJC	John Seed	Seeking clarification on new meeting dates
18/07/14	Email	Lynne Greenwood (for John Seed)	HJC	Seeking to arrange meetings
24/07/14	Email exchange	Lynne Greenwood) and HJC		Setting up meeting with Hazel Mort
01/08/14	Email	Lynne Greenwood	HJC	Confirming meeting on 6 August
06/08/14	Email	Lynne Greenwood	HJC	Advising that Hazel Mort is unable to make this afternoon's meeting but that John Seed and I are to meet at David Hall's to discuss issues arising
06/08/14	Email	HJC	Lynne Greenwood	Expressing my disappointment that Hazel Mort had cancelled a second meeting
06/08/14	Meeting	John Seed, David Hall and HJC		Discussing issues of concern to Hazel Mort
15/08/14	Email	HJC	John Seed	Further to 6/8 meeting, asking for information regarding land interest

31/08/14	Email	HJC	John Seed	Notwithstanding the requested information forwarding Heads of Terms
01/09/14	Email	John Seed	HJC	Email regarding areas affected
01/09/14	Email	HJC	John Seed	Responding to 1/9 email

Appendix HC18

Heads of Terms

HEADS OF TERMS FOR AN AGREEMENT BETWEEN JANET BOURNE, JILL ZEISS, ANNE LOMAS AND HAZEL MORT (“BOURNE, ZEISS, LOMAS AND MORT”) AND STOCKPORT METROPOLITAN BOROUGH COUNCIL OF STOCKPORT (“SMBC”)

Overview/Preamble

SMBC is promoting the construction of the A6 to Manchester Airport Relief Road (“A6 MARR”).

To facilitate land assembly for A6 MARR SMBC has made The Metropolitan Borough of Stockport (Hazel Grove (A6) to Manchester Airport A555 Classified Road) Compulsory Purchase Order 2013 (“the A6 MARR CPO”) to acquire all the land interests required to construct A6 MARR.

SMBC wishes to acquire as many of the identified interest ahead of the confirmation and implementation of the CPO

Bourne, Zeiss, Lomas and Mort have land interests affected (“Affected Land Interest”), as detailed on the attached plan (“the Affected Land Interest Plan”) by the scheme and included within the CPO

Agreement

Bourne, Zeiss, Lomas and Mort and SMBC (“the Parties”) agree to enter into an agreement binding

- Bourne, Zeiss, Lomas and Mort (to include its successors in title) to meet obligations (“the Bourne, Zeiss, Lomas and Mort Obligations”) and the joint obligations (“the Joint Obligations”)
- SMBC (to include its successors in title) to meet its obligations (the SMBC Obligations) and the Joint Obligations

Bourne, Zeiss, Lomas and Mort Obligations

Bourne, Zeiss, Lomas and Mort agree

1. To transfer the unencumbered Affected Land Interest coloured pink on the attached plan to SMBC, either
 - a. Unconditionally at the date of this agreement, or
 - b. Conditional upon (delete as appropriate)
 - Confirmation of the A6 MARR CPO
 - implementation of the A6 MARR CPO
 - a date to be agreed between the Parties
2. To enter into an option with SMBC for a licence allowing SMBC to occupy the Affected Land Interest coloured green on the attached plan for a period of [X] years for the purposes of using it for re-profiling, a construction compound and/or topsoil store, the consideration to be a licence fee to be [X] per acre per annum.

Heads of Terms

3. On documenting the agreement envisaged by these Heads of Terms to withdraw its objection and not to submit any further objection to the A6 MARR CPO (or any reasonable modification of the A6 MARR CPO) or to make adverse representations in respect of any planning matter related, directly or indirectly, to the scheme being promoted by SMBC, or support others in doing so.
4. To accept the provision of the accommodation works shown on the attached schedule ("the Accommodation Works Schedule"). Such works may include granting of rights to Bourne, Zeiss, Lomas and Mort
5. To mitigate its losses

SMBC Obligations

SMBC agrees

6. To take a transfer of the Affected Land Interest and enter into the option for a licence
7. To provide the accommodation works shown on the attached schedule ("the Accommodation Works Schedule")
8. To pay consideration of (Delete as appropriate)
 - [£XXXX] in full and final consideration of all Heads of Claim
 - [£XXXX] in full and final settlement of the value of the Affected Land Interest and severance and injurious affection reserving, to Bourne, Zeiss, Lomas and Mort, the right to recover compensation for disturbance, the disturbance to be assessed in accordance with the compensation code
 - [£XXXX] in full and final settlement of the value of the Affected Land Interest reserving, to Bourne, Zeiss, Lomas and Mort, the right to recover compensation for severance and injurious affection and disturbance, both to be assessed in accordance with the compensation code
 - To be assessed
9. Where consideration/compensation is to be assessed it shall be assessed
 - a. Having regard to the works provided in accordance with the Accommodation Works Schedule
 - b. in accordance with the Compensation Code (being the various Acts of Parliament, Statutory Instruments and decided case law used to assess compulsory purchase compensation)
 - c. at the Valuation Date which shall be the date of the transfer of the Affected Land Interest
10. Should the A6MARR not be implemented the Council will offer back to Bourne, Zeiss, Lomas and Mort the land acquired on terms at market value, the price to be fixed at the date of the transaction.
11. In the event of a dispute then the matter to be referred to an arbitrator to be appointed by agreement between the parties or in the absence of this, by the President of the RICS whose decision shall be final, save where the matter relates to compensation when the dispute shall be referred, by agreement, to the Upper Tribunal (Lands Chamber).

Heads of Terms

12. That it will not implement the A6 MARR CPO in respect of the acquisition of any land or land interests owned by Bourne, Zeiss, Lomas and Mort unless Bourne, Zeiss, Lomas and Mort is either unable or unwilling to comply with the terms of the agreement envisaged by these Heads of Terms.

Joint Obligations

13. The parties agree to act reasonably and in good faith
14. To respond to communications from each party in reasonable period of time and to use reasonable endeavours not to cause unnecessary delay to the timing and programming of the SMBC CPO and scheme delivery.

Costs

15. SMBC agrees to meet Bourne, Zeiss, Lomas and Mort's reasonable costs incurred in connection with the agreement anticipated by these Heads of Terms, on completion of the agreement.

Contract Terms

16. Subject to
 - a. Contract
 - b. SMBC approval
 - c. Bourne, Zeiss, Lomas and Mort approval

Accommodation Works

Fencing

Post and 4-rail fence with pig netting along all new boundaries

Drainage

Where required, to construct a header drain (and appropriate outfall) and connect into any intercepted man made land drains

Access

To construct and/or grant rights of way to severed land at the location highlighted on the attached plan

Water supplies

Where appropriate, install water pipes to maintain agricultural water supplies that are severed by the scheme.

Appendix HC19

Mr and Mrs P Wood – Schedule of Contact

When	What	From	To	Subject
17/08/11	Letter + Form	JMcMahon	Linzi Wood & Perry Wood	Covering letter explaining SEMMMS A6MARR scheme requesting completion of Land Ownership Questionnaire
21/10/11	Letter	JMcMahon	Linzi Wood & Perry Wood	Reminder regarding completing Land Ownership Questionnaire
21/01/12	Phone	Linzi Wood	SEMMMS Project Team	Responding to contact message regarding Land Ownership Questionnaire. LW says has not received. Address details checked.
27/01/12	Letter	JMcMahon	Linzi Wood & Perry Wood	Further reminder regarding Land Ownership Questionnaire
09/02/12	Form	Linzi Wood & Perry Wood	SEMMMS Project Team	Returned completed Land Ownership Questionnaires, for both Perry Wood and Linzi Wood
22/05/12	Meeting	Attendees: Mandy Clarke, James McMahon, Linzi Wood		Coppice End (Residential) – Met with Linzi Wood – very upset about affect. JMcM explained history, where up to. House purchased off Cheshire CC, but aware scheme still protected. Advised of consultation to be c/out & further discussions with affected parties. Due to constraints for junctions, may not be much flexibility to move line. Advised after PI Inspector will visit property if she wishes. Front not affected but EA access needs to be vehicular. Asked if something could be done to track – falling into stream & would like to move f/ward her front garden and land subsiding and falling into stream. Agreed to have look at design and arrange for land take to be pegged out.
05/10/12	Phone + Email	Perry Wood	Naz Huda	Following telephone conversation various plans/ drawing sent to Perry Wood that indicates that the project team are endeavouring to reduce the visual impacts of the road and also the landtake.
03/07/13	Phone + Email	Linzi Wood	J McMahon	Linzi Wood raised concerns regarding the alignment of the road. Response to the points raised by LW regarding the above. Details regarding distance of road from boundary and height of proposed road above existing land. Comments re existing trees.
17/12/13	Phone + Email	Perry Wood	J HiLL	PW concerned about the proximity of the proposed relief road to the Coppice End property and the reconstruction of a foot path in his ownership. Relief road moved from passing within property to just outside boundary.
08/01/14	Meeting	Attendees: Perry Wood, Linzi Wood, James McMahon, Mandy Clarke, Naz Huda		Meeting to clarify matters concerning the effects of a compulsory notice and in particular regarding perceived failures to inform PW & LW of fundamental information regard to CPO. Discussion regarding the appointment of surveyor to represent PW & LW in terms of negotiating compensation.

09/01/14	Email	Mandy Clarke	Perry Wood	Following meeting sent website links to scheme.
20/01/14	Email	Perry Wood	Mandy Clarke	PW raised a number of concerns regarding the alignment of the road, what is to happen to the trees, issues related to footpath / cycleway and maintenance / access track and how these affect security.
22/01/14	Email	Mandy Clarke	Perry Wood	Responses to the concerns raised
23/01/14	Email	Perry Wood	Mandy Clarke	PW agreed that some of the responses had helped to clarify questions, however still have a number of uncertainties. Concerns listed – main one regarding security after road has been built.
30/01/14	Email	Mandy Clarke	Perry Wood	Responses to further concerns raised by PW, assurances regarding providing locked gate access to service roads / access tracks.
28/04/14	Meeting	John Seed, Deborah Lund and HJC		General meeting but JS referred to his instructions to act for Mr and Mrs Wood
17/06/14	Email	HJC	John Seed	Confirming that, ahead of our meeting on 2/7 I didn't have any questions
02/07/14	Meeting & site visit	Mr and Mrs Wood, John Seed, Deborah Lund, Naz Huda and HJC		To discuss scheme, its timetable, the proposal, the likely impact and effect on Mr and Mrs Wood's property
03/07/14	Email	HJC	John Seed	Summarising our discussions from 2/7 meeting and explaining that I considered that this case was challenging given the impact on the property and offering to meet and or discuss, as required
08/08/14	Email	Deborah Lund	HJC	Referring to previous noise surveys and asking whether additional surveys were to be undertaken or whether SMBC would pay for MR and Mrs Wood to do them
14/01/14	Email	J Hill	Kathleen Drinkeld (National Casework Team)	Confirmation to the National Casework Team, DfT, regarding the serving of the Council's Statement of Case following the inclusion of the objections raised by Mr & Mrs Wood to the scheme.
20/08/14	Email	HJC	Deborah Lund	Acknowledging 8/8 email and asking for what purpose the Woods wish to carry out additional surveys
21/08/14	Email	HJC	Deborah Lund	Further to my 20/8 email advising that surveys had been commissioned and that SMBC did not consider a need for further surveys arose but that that did not prevent Mr and Mrs Wood commissioning their own at their cost

Appendix HC20

Dorothy Mills – Schedule of Contact

When	What	From	To	Subject
16/09/10	Email	Robert Morton (SMBC)	Mrs Mills	Directing her to SEMMMS website
22/08/11	Phone	Mrs Mills	SMBC	Query re land questionnaire
26/08/11	Form	Mrs Mills	SMBC	Land questionnaire returned
01/09/11	Phone	Mrs Mills	Mandy Clarke	Interested in taking tipped material
20/02/12	Form	Mrs Mills	SMBC	Agricultural impact assessment form returned
10/10/10	Meeting	Mrs Mills, Naz Huda, Mandy Clarke and Ian Keyte		Reviewed scheme, highlighted her private right of way and set out her concerns
12/10/12	Letter	Naz Huda	Mrs Mills	Sending scheme plans
03/11/12		Mrs Mills attended Poynton Phase 1 consultation event		
24/01/13	Meeting	Mrs Mills, Naz Huda, Mandy Clarke and Ian Keyte		On Phase 1 consultation
24/01/13	Letter	Naz Huda	Mrs Mills	Sending scheme plans
08/03/13	Email	Jim McMahon	Mrs Mills (and others)	Scheme update and identifying points of contact
12/08/13	Phone	Mrs Mills	Chris Roberts	Giving permission for tree survey work
23/09/13	Phone	Mrs Mills	SMBC	Query regarding scheme plans
23/09/13	Email	Naz Huda	Mrs Mills	Sending updated scheme plans
23/09/13	Phone	Naz Huda	Mrs Mills	Explaining plans
09/10/13	Letter	Stephen Clarkson (SMBC)	Mrs Mills	Updating on proposed land take
14/10/13	Letter	Peter Ashburner (for Mrs Mills)	Stephen Clarkson (SMBC)	Advising that his client still has concerns regarding the scheme, the land take and the impact on her private right of way
20/11/13	Meeting	Mrs Mills	SMBC	Mrs Mills attended the office following receipt of the Order papers
24/01/14	Letter	Jim McMahon	Mrs Mills	Advising of borehole proposal
25/01/14	Email	Mrs Mills	John England	Expressing her significant reservations about access for borehole works given ground conditions
17/02/14	Letter	HJC	Peter Ashburner	Introducing the property team and advising as to the policy for reimbursing fees
20/02/14	Telephone	HJC	Peter Ashburner	Introducing myself and arranging to meet on 27 Feb
27/02/14	Meeting	Peter Ashburner, HJC and Alex Marten (CBRE)		At Peter Ashburner's office to discuss matters of principle
05/03/14	Email	Peter Ashburner	HJC	Clarifying that land is occupied under license only and asking for dates when I could make a site meeting
12/03/14	Email exchange	Peter Ashburner and HJC		Arranging a meeting for 24/03
13/03/14	Email	HJC	Peter Ashburner	Confirming the detail of our meeting on 27/2 and his client's concern about land take and ensuring protection of her right of way. I also sent the fee policy
13/03/14	Email exchange	Peter Ashburner and HJC		Re-arranging 24/03 meeting until 1 April
26/03/14	Email	HJC	Peter Ashburner	Confirming methodology for reimbursement of fees
01/04/14	Meeting	Dorothy Mills, Peter Ashburner, HJC and James Franklin (CBRE)		Site visit
08/04/14	Email	HJC	Peter	Confirming the points discussed at 01/04 site

			Ashburner	meeting – in particular points raised regarding land take, her private right of way, accommodation works, Ms Mills offer to take tipping and concerns Mrs Mills has about future operation of the road
07/05/14	Email	Jim McMahon	Peter Ashburner (cc'd to HJC)	Clarification of the fee policy and methodology for reimbursement following a letter from Peter Ashburner
09/05/14	Email	Jim McMahon	Peter Ashburner (cc'd to HJC)	Further correspondence on fees, following a second letter from Peter Ashburner
21/05/14	Email	Peter Ashburner	HJC	Following receipt of the Statement of Case, highlighting concerns about the diverted right of way
22/05/14	Email	HJC	Peter Ashburner	Confirming that it is the Council's full intention to ensure Mrs Mills right of way is maintained at all times
08/06/14	Email	HJC	Peter Ashburner	Enclosing heads of Terms for discussion
09/06/14	Email	Peter Ashburner	HJC	Advising that he will be submitting a claim for losses arising from GI works and providing an initial commentary on the Heads of Terms
09/06/14	Email	HJC	Peter Ashburner	Confirming the land to be acquired and that the private right of way will maintained at all times
11/06/14	Email	Peter Ashburner	HJC	Client concern that the land take has not reduced further and that the wording in relation to the right of way is not explicit enough
11/06/14	Email x 2	Peter Ashburner	HJC	Details of Mrs Mills' right of way
12/06/14	Email	HJC	Peter Ashburner	Confirming receipt of emails and advising that SMBC will review land take again
16/06/14	Email	Peter Ashburner	HJC	Attaching GI works claim
16/06/14	Email	HJC	Peter Ashburner	Acknowledging receipt of claim and asking for supporting data
17/06/14	Email	Peter Ashburner	HJC	Advising as to breakdown of claim
17/06/14	Email	HJC	Peter Ashburner	Asking for evidence of actual loss
18/06/14	Email	HJC	Peter Ashburner	Advising that his client would be receiving a letter advising that the Inquiry is to begin on 30 September
30/06/14	Meeting	Dorothy Mills, Peter Ashburner, Naz Huda and HJC		In SMBC offices to discuss issues arising. Mrs Mills raising issues around right of way
01/07/14	Email	Peter Ashburner	HJC	Confirming the subject of the meeting and setting out that SMBC had 28 days to confirm the position with regard to the right of way (which included a review of the options for maintain the private right of way on the current alignment)
01/07/14	Email	Naz Huda	Peter Ashburner (cc'd HJC)	Confirming that he was reviewing alternative alignments for the private right of way and acknowledging Dorothy Mills' timescale
08/07/14	Email	HJC	Peter Ashburner	Advising that work was proceeding on alternative designs but that we may struggle to

				meet the imposed deadline
31/07/14	Email	Naz Huda	Peter Ashburner (cc'd HJC)	Following up a telecom and attaching details showing how the right of way will be maintained, albeit on the revised alignment
14/08/14	Email	HJC	Peter Ashburner and Naz Huda	Advising as to my availability to attend a meeting to follow up the 31/7 email
15/08/14	Email exchange	Naz Huda, Peter Ashburner and HJC		Regarding meeting dates. Meeting fixed for 18/8
18/08/14	Meeting	Dorothy Mills, Peter Ashburner, Naz Huda and Jim McMahon NB HJC not present		
25/08/14	Email	HJC	Peter Ashburner	Chasing an update on the Heads of Terms

Appendix HC21

Heads of Terms

HEADS OF TERMS FOR AN AGREEMENT BETWEEN MRS DOROTHY MILLS ("DM") AND STOCKPORT METROPOLITAN BOROUGH COUNCIL OF STOCKPORT ("SMBC")

Overview/Preamble

SMBC is promoting the construction of the A6 to Manchester Airport Relief Road ("A6 MARR").

To facilitate land assembly for A6 MARR SMBC has made The Metropolitan Borough of Stockport (Hazel Grove (A6) to Manchester Airport A555 Classified Road) Compulsory Purchase Order 2013 ("the A6 MARR CPO") to acquire all the land interests required to construct A6 MARR.

SMBC wishes to acquire as many of the identified interest ahead of the confirmation and implementation of the CPO

DM has land interests affected ("Affected Land Interest"), as detailed on the attached plan ("the Affected Land Interest Plan") by the scheme and included within the CPO

Agreement

DM and SMBC ("the Parties") agree to enter into an agreement binding

- DM (to include her successors in title) to meet obligations ("the DM Obligations") and the joint obligations ("the Joint Obligations")
- SMBC (to include its successors in title) to meet its obligations (the SMBC Obligations) and the Joint Obligations

DM Obligations

DM agrees

1. To transfer the unencumbered Affected Land Interest coloured pink on the attached plan to SMBC, either
 - a. Unconditionally at the date of this agreement, or
 - b. Conditional upon (delete as appropriate)
 - Confirmation of the A6 MARR CPO
 - implementation of the A6 MARR CPO
 - a date to be agreed between the Parties
2. On documenting the agreement envisaged by these Heads of Terms to withdraw her objection and not to submit any further objection to the A6 MARR CPO (or any reasonably modification of the A6 MARR CPO) or to make adverse representations in respect of any planning matter related, directly or indirectly, to the scheme being promoted by SMBC, or support others in doing so.
3. To accept the provision of the accommodation works shown on the attached schedule ("the Accommodation Works Schedule"). Such works may include granting of rights to DM

Heads of Terms

4. To mitigate her losses

SMBC Obligations

SMBC agrees

5. To take a transfer of the Affected Land Interest
6. To provide the accommodation works shown on the attached schedule ("the Accommodation Works Schedule")
7. To pay consideration of (Delete as appropriate)
 - [£XXXX] in full and final consideration of all Heads of Claim
 - [£XXXX] in full and final settlement of the value of the Affected Land Interest and severance and injurious affection reserving, to DM, the right to recover compensation for disturbance, the disturbance to be assessed in accordance with the compensation code
 - [£XXXX] in full and final settlement of the value of the Affected Land Interest reserving, to DM, the right to recover compensation for severance and injurious affection and disturbance, both to be assessed in accordance with the compensation code
 - To be assessed
8. Where consideration/compensation is to be assessed it shall be assessed
 - a. Having regard to the works provided in accordance with the Accommodation Works Schedule
 - b. in accordance with the Compensation Code (being the various Acts of Parliament, Statutory Instruments and decided case law used to assess compulsory purchase compensation)
 - c. at the Valuation Date which shall be the date of the transfer of the Affected Land Interest
9. Should the A6MARR not be implemented the Council will offer back to DM the land acquired on terms at market value, the price to be fixed at the date of the transaction.
10. In the event of a dispute then the matter to be referred to an arbitrator to be appointed by agreement between the parties or in the absence of this, by the President of the RICS whose decision shall be final, save where the matter relates to compensation when the dispute shall be referred, by agreement, to the Upper Tribunal (Lands Chamber).
11. That it will not implement the A6 MARR CPO in respect of the acquisition of any land or land interests owned by DM unless DM is either unable or unwilling to comply with the terms of the agreement envisaged by these Heads of Terms.

Joint Obligations

12. The parties agree to act reasonably and in good faith
13. To respond to communications from each party in reasonable period of time and to use reasonable endeavours not to cause unnecessary delay to the timing and programming of the SMBC CPO and scheme delivery.

Heads of Terms

Costs

14. SMBC agrees to meet DM's reasonable costs incurred in connection with the agreement anticipated by these Heads of Terms, on completion of the agreement.

Contract Terms

15. Subject to
 - a. Contract
 - b. SMBC approval
 - c. DM approval

Accommodation Works

Fencing

Post and 4-rail fence with pig netting along all newly created boundaries and the construction of gateways, as appropriate

Drainage

Where required, to construct a header drain (and appropriate outfall) and connect into any intercepted man made land drains

Appendix HC22

Quiligotti – Schedule of Contact

When	What	From	To	Subject
17/08/11	Letter	Jim McMahon	Quiligotti	Sending land questionnaires
28/09/11	Form		SMBC	Land questionnaires returned
10/04/13	Meeting	Simon Quiligotti, Naz Huda, Mandy Clarke, Ian Keyte		Update on scheme, Quiligotti advised that Wainwright is his tenant and John Seed is his agent. Concern over access
17/04/13	Letter	Naz Huda	Simon Quiligotti	With scheme plans
03/07/13	Letter	John Seed	Mandy Clarke	Setting out his clients concerns about land take, access and other scheme matters
11/07/13	Letter	Mandy Clarke	John Seed	Responding to 3/7 letter, recognising impact
25/07/13	Meeting	John Seed and Mandy Clarke		
01/08/13	Letter	John Seed	Mandy Clarke	Following meeting, requesting cross sections and setting out concerns over land take
14/08/13	email	Mandy Clarke	John Seed	Undertaking to supply cross sections and updating on scheme
12/09/13 to 08/10/13	Email exchange	John Seed and Naz Huda		In particular relating to spoil tipping and concerns arising
04/12/13	Letter	John Seed	SMBC	Objecting to planning
04/02/14	Letter	John Seed	Jim McMahon	Without prejudice correspondence
12/02/14	Meeting	Bruno Quiligotti, Simon Quiligotti, Lisa Ward, John Seed, Deborah Lund, Ian Keyte, Jim McMahon, Mandy Clarke and Naz Huda		To discuss scheme and effects
21/02/14	Letter	Naz Huda	Simon Quiligotti	Sending plans, as promised at meeting
26/02/14 to 01/04/14	Email exchange	Naz Huda and Bruno Quiligotti		Without prejudice correspondence
07/03/14	Letter	Naz Huda	Simon Quiligotti	Sending plans
13/03/14	Letter	John Seed	Jim McMahon	Without prejudice letter
10/03/14	Email	Naz Huda	John Seed	GI Works Notices
16/05/14	Meeting	Bruno Quiligotti, Lisa Ward, John Seed and HJC		Scheme update affected party concerns. HJC able to advise that permanent spoil tipping no longer proposed. Quiligotti willing to withdraw objection – HJC wanted a private treaty agreement
23/05/14	Email	John Seed	HJC	John Seed confirms Quiligotti very pleased about no spoil tipping, indicated a willingness to reach agreement and forwarded the ag tenancy
23/05/14	Email	Deborah Lund	HJC	Attaching a plan that was relevant to John Seed's email
23/05/14	Email	HJC	John Seed	Attaching heads of terms for a private treaty agreement
09/06/14	Email	John Seed	HJC	John Seed hoping to meet with clients shortly, seeking clarification on points
09/06/14	Email	HJC	John Seed	Responding to queries in John Seed's earlier email
13/06/14	Email	HJC	John Seed	Asking for an update following John Seed's

				client meeting
23/06/14	Email	John Seed	HJC	Seeking clarification on further points before he could get back to me on the HoTs generally
01/07/14	Email x2	HJC	John Seed	Responding to queries in 23/6 email
05/08/14	Email	John Seed	HJC	Seeking an unequivocal statement regarding SMBC's undertaking not to tip spoil on Quilogotti land
05/08/14	Email	HJC	John Seed	Responding to email from earlier that day confirming that SMBC has no intention of tipping spoil permanently on Quilogotti land
07/08/14	Email	John Seed	HJC	Setting out how he sees structure of land deal, and his assessment of land value (both permanently and temporarily)
07/08/14	Email	HJC	John Seed	Response to email from earlier that day
27/08/14	Email	HJC	John Seed	Further email relating to proposal

Appendix HC23

Heads of Terms

HEADS OF TERMS FOR AN AGREEMENT BETWEEN MARCUS JOHN QUILIGOTTI, SIMON ANGELO QUILIGOTTI, BRUNO RICARDO QUILIGOTTI, LISA GABRIELA QUILIGOTTI ("AP") AND STOCKPORT METROPOLITAN BOROUGH COUNCIL OF STOCKPORT ("SMBC")

Overview/Preamble

SMBC is promoting the construction of the A6 to Manchester Airport Relief Road ("A6 MARR").

To facilitate land assembly for A6 MARR SMBC has made The Metropolitan Borough of Stockport (Hazel Grove (A6) to Manchester Airport A555 Classified Road) Compulsory Purchase Order 2013 ("the A6 MARR CPO") to acquire all the land interests required to construct A6 MARR.

SMBC wishes to acquire as many of the identified interest ahead of the confirmation and implementation of the CPO

Quiligotti has land interests affected ("Affected Land Interest"), as detailed on the attached plan ("the Affected Land Interest Plan") by the scheme and included within the CPO

Agreement

Quiligotti and SMBC ("the Parties") agree to enter into an agreement binding

- Quiligotti (to include its successors in title) to meet obligations ("the Quiligotti Obligations") and the joint obligations ("the Joint Obligations")
- SMBC (to include its successors in title) to meet its obligations (the SMBC Obligations) and the Joint Obligations

Quiligotti Obligations

Quiligotti agrees

1. To transfer the unencumbered Affected Land Interest coloured pink on the attached plan to SMBC, either
 - a. Unconditionally at the date of this agreement, or
 - b. Conditional upon (delete as appropriate)
 - Confirmation of the A6 MARR CPO
 - implementation of the A6 MARR CPO
 - a date to be agreed between the Parties
2. To enter into an option with SMBC for a licence allowing SMBC to
 - a. Occupy the Affected Land Interest coloured green on the attached plan for a period of [X] years for the purposes of using it for a topsoil store during the construction programme, the consideration to be a licence fee to be [X] per acre per annum.
 - b. Occupy the Affected Land Interest coloured orange on the attached plan for a period of [X] years for the purposes of using it for a construction compound, the consideration to be a licence fee to be [X] per acre per annum

Heads of Terms

3. On documenting the agreement envisaged by these Heads of Terms to withdraw the objection and not to submit any further objection to the A6 MARR CPO (or any reasonable modification of the A6 MARR CPO) or to make adverse representations in respect of any planning matter related, directly or indirectly, to the scheme being promoted by SMBC, or support others in doing so.
4. To accept the provision of the accommodation works shown on the attached schedule ("the Accommodation Works Schedule").
5. To mitigate its losses

SMBC Obligations

SMBC agrees

6. To take a transfer (be that conditionally or unconditionally) of the Affected Land Interest and enter into licences for the compound areas
7. To provide the accommodation works shown on the attached schedule ("the Accommodation Works Schedule")
8. To pay consideration of (Delete as appropriate)
 - [£XXXX] in full and final consideration of all Heads of Claim
 - [£XXXX] in full and final settlement of the value of the Affected Land Interest and severance and injurious affection reserving, to Quiligotti, the right to recover compensation for disturbance, the disturbance to be assessed in accordance with the compensation code
 - [£XXXX] in full and final settlement of the value of the Affected Land Interest reserving, to Quiligotti, the right to recover compensation for severance and injurious affection and disturbance, both to be assessed in accordance with the compensation code
 - To be assessed
9. Where consideration/compensation is to be assessed it shall be assessed
 - a. Having regard to the works provided in accordance with the Accommodation Works Schedule
 - b. in accordance with the Compensation Code (being the various Acts of Parliament, Statutory Instruments and decided case law used to assess compulsory purchase compensation)
 - c. at the Valuation Date which shall be the date of the transfer of the Affected Land Interest
10. Should the A6MARR not be implemented the Council will offer back to Quiligotti the land acquired on terms at market value, the price to be fixed at the date of the transaction.
11. In the event of a dispute then the matter to be referred to an arbitrator to be appointed by agreement between the parties or in the absence of this, by the President of the RICS whose decision shall be final, save where the matter relates to compensation when the dispute shall be referred, by agreement, to the Upper Tribunal (Lands Chamber).

Heads of Terms

12. That it will not implement the A6 MARR CPO in respect of the acquisition of any land or land interests owned by Quiligotti unless Quiligotti is either unable or unwilling to comply with the terms of the agreement envisaged by these Heads of Terms.

Joint Obligations

13. The parties agree to act reasonably and in good faith
14. To respond to communications from each party in reasonable period of time and to use reasonable endeavours not to cause unnecessary delay to the timing and programming of the SMBC CPO and scheme delivery.

Costs

15. SMBC agrees to meet Quiligotti's reasonable costs incurred in connection with the agreement anticipated by these Heads of Terms, on completion of the agreement.

Contract Terms

16. Subject to
 - a. Contract
 - b. SMBC approval
 - c. Quiligotti approval

Accommodation Works Schedule

Fencing

Post and 4-rail fence with pig netting along all new boundaries created

Drainage

Where required, to construct a header drain (and appropriate outfall) and connect into any intercepted man made land drains

Access

On completion of the scheme works SMBC to transfer to Quiligotti the section of existing concrete road, identified as plot 4/2D on the Order plan, subject to Quiligotti entering into an agreement binding Quiligotti to maintain a right of way to land owned by Galligan, the access route to be no less commodious than existing.

Gateway

To construct a [] metre wide gateway and access track into plot 5/8B (on the Order plan)

Water supplies

Where appropriate, install water pipes to maintain agricultural water supplies that are severed by the scheme.

Appendix HC24

Bramhall Golf Club – Contact Schedule

When	What	From	To	Subject
20/12/11	letter	Bramhall GC	SMBC	Returning land questionnaire
22/03/12	Letter	Ian Coulson	Jim McMahon	Advising of appointment to act for BGC and providing copy tenancy agreement.
06/09/12	Letter	Graham Bowcock	Jim McMahon	Advising of appointment to act for BGC as Ian Coulson no longer able to act.
29/10/12	Letter	James Ogborn	Graham Bowcock	Advising of appointment to act for SMBC and requesting a meeting.
25/11/12	Email	Graham Bowcock	James Ogborn	Requesting copies of plans
28/11/12	Email	James Ogborn	Graham Bowcock	Sent plans showing scheme design and proposed land take requirements.
10/12/12	Letter	Graham Bowcock	James Ogborn	Without prejudice correspondence.
13/12/12	Meeting	BGC/SMBC's professional advisors		Discussed the property, property interests and the club's concerns.
17/01/13	Letter	Graham Bowcock	Ben Hey	Without prejudice correspondence.
07/02/13	Email	Ben Hey	Graham Bowcock	Without prejudice correspondence.
12/02/13	Letter	Ben Hey	Graham Bowcock	Without prejudice correspondence.
01/03/13	Email	Graham Bowcock	Ben Hey	Without prejudice correspondence.
28/03/13	Email	Kate Okell	Graham Bowcock	Without prejudice correspondence.
05/04/13	Email	Graham Bowcock	Kate Okell	Without prejudice correspondence.
15/04/14	Email	James Ogborn	Graham Bowcock	Without prejudice correspondence.
09/05/13	Email	Graham Bowcock	James Ogborn	Without prejudice correspondence.
16/05/13	Email	Graham Bowcock	James Ogborn	Ownership plan provided.
11/06/13	Email	James Ogborn	Graham Bowcock	Without prejudice correspondence.
21/06/13	Letter	Graham Bowcock	James Ogborn	Without prejudice correspondence.
08/08/13	Email	Graham Bowcock	James Ogborn	Without prejudice correspondence.
09/08/13	Email	James Ogborn	Graham Bowcock	Without prejudice correspondence.
18/10/13	Letter	Graham Bowcock	James Ogborn	Without prejudice correspondence.
11/11/13	Letter	James Ogborn	Graham Bowcock	Without prejudice correspondence.
02/12/13	Letter	Graham Bowcock	James Ogborn	Without prejudice correspondence.
29/01/14	Meeting	BGC/SMBC's and its professional advisors		Discussed the property, property interests and the club's concerns.
30/01/14	Letter	Graham Bowcock	DfT	Letter of Objection.
06/02/14	Letter	Graham Bowcock	James Ogborn	Without prejudice correspondence.

17/03/14	Letter	James Ogborn	Graham Bowcock	Without prejudice correspondence.
26/03/14	Letter	Graham Bowcock	James Ogborn	Without prejudice correspondence.
25/04/14	Letter	James Ogborn	Graham Bowcock	Without prejudice correspondence.
07/05/14	Meeting	BGC/SMBC's and its professional advisors		Discussed the property, property interests and the club's concerns.
03/06/14	Letter	Graham Bowcock	James Ogborn	Proposal letter setting out terms on a subject to contract basis.
03/07/14	Letter	James Ogborn	Graham Bowcock	Offer letter confirming SMBC's agreement to acquire the land in accordance with the plans previously provided.
06/08/14	Email	Graham Bowcock	James Ogborn	Revised Heads of Terms.
12/08/14	Email	James Ogborn	John Hill	Instructions to proceed with legal agreement.

Appendix HC25

Worthington and Broadhead – Schedule of Contact

When	What	From	To	Subject
05/11/11	Form	Worthington	SMBC	Land questionnaire returned
20/12/11	Form	Broadhead	SMBC	Land questionnaire returned
02/04/12	Form	Broadhead	SMBC	Agricultural Impact Assessment form returned
01/06/12	Letter	Jim McMahon	Broadhead	Updating on scheme and introducing contacts
18/06/12	Letter	Jim McMahon	Worthington	Updating on scheme and introducing contacts
16/08/12	Meeting	A Worthington, Helen Broadhead, Darren Facey (NPS) and Naz Huda		Meeting at Oaklea Farm to discuss scheme
17/08/12	Email	Naz Huda	Worthington & Broadhead	With meeting notes
24/08/12	Letter	Naz Huda	Worthington & Broadhead	With scheme plans
10/02/14	Phone	A Worthington	Jonathan Schofield (SMBC)	Regarding proposed GI works
05/03/14	Email	Graham Bowcock	John England (cc'd SMBC)	Requesting details of GI works
07/03/14	Email	John England	Graham Bowcock	Detailing GI works to be undertaken
17/02/14	Letter	HJC	Graham Bowcock	Introducing the property team and advising as to the policy for reimbursing fees
26/02/14	Letter	Graham Bowcock	HJC	Acknowledging my 17/2 letter, highlighting that he had been in discussion with Darren Facey and issues remained unresolved and raising a query regarding the fee policy
12/03/14	Email	Graham Bowcock	HJC	Chasing a response to his 26/2 letter
12/03/14	Telephone	HJC	Graham Bowcock	Left message
12/03/14	Email	HJC	Graham Bowcock	Seeking to arrange an appointment to meet with Graham Bowcock
12/03/14	Email	Graham Bowcock	HJC	Confirming appointment on 17/03
12/03/14	Email	Graham Bowcock	HJC	Asking for updated plans (as promised by D Facey)
17/03/14	Meeting	Graham Bowcock and HJC		At Graham Bowcock's office to discuss his client and their concerns
20/03/14	Email	HJC	Graham Bowcock	Regarding GI works
27/03/14	Email	Graham Bowcock	John England (cc'd to HJC)	Concern over the execution of the GI works
27/03/14	Email	John England	Graham Bowcock (cc'd to HJC)	Apologising for failings in execution of the GI works
03/04/14	Email	HJC	Graham Bowcock	Regarding GI works and inviting a claim
07/04/14	Email	HJC	Graham Bowcock	Seeking clarification as to whether Graham Bowcock's client wishes to undertake re-seeding
07/04/14	Email	Graham Bowcock	HJC	Advising that the claim is due to be submitted imminently
08/04/14	Email	HJC	Graham	Confirming the points raised at 17/3 meeting

			Bowcock	and confirming the points on which each was due to revert to the other on. Clarification of fee reimbursement
28/04/14	Email	Graham Bowcock	HJC	Letter and claim. Time sheet for fee reimbursement
02/05/14	Email	HJC	Graham Bowcock	Response to claim. Response to Graham Bowcock's concern re fee reimbursement and undertaking to confirm fees
09/05/14	Email	HJC	Graham Bowcock	Confirming that the time spent is confirmed as satisfactory and suggesting that we deal with payment at the same time as payment of GO works compensation
14/05/14	Email	Graham Bowcock	HJC	On appointment of solicitor, fees and negotiating claim
14/05/14	Email	HJC	Graham Bowcock	Acknowledging receipt of email
20/05/14	Email	HJC	Graham Bowcock	Having taken advice from John England responding on claim and making a proposal
30/05/14	Email	Graham Bowcock	HJC	Claim negotiated
03/06/14	Email	HJC	Graham Bowcock	Progressing settlement
09/07/14	Email	Graham Bowcock	HJC	Letter setting out terms for agreement to sell by private treaty
10/07/14	Email	HJC	Graham Bowcock	Responding to 9/7 email and attaching Heads of Terms with revised commercial proposal
24/07/14	Email	HJC	Graham Bowcock	Further to 10/7 email undertaking to revert on drainage issues
25/07/14	Email	Graham Bowcock	HJC	Negotiating on Heads of Terms
25/07/14	Email	HJC	Graham Bowcock	Responding on Heads of Terms
08/08/14	Email	HJC	Graham Bowcock	Offering to discuss a potential settlement
08/08/14	Email	Graham Bowcock	HJC	Graham Bowcock advising that the Katter is with his client
18/08/14	Email	Graham Bowcock	HJC	Without prejudice on HoTs
18/08/14	Email	HJC	Graham Bowcock	Response to Graham Bowcock's 18/08 email

Appendix HC26

Heads of Terms

HEADS OF TERMS FOR AN AGREEMENT BETWEEN ANDREW WORTHINGTON AND HELEN BROADHEAD (“WORTHINGTON AND BROADHEAD”) AND STOCKPORT METROPOLITAN BOROUGH COUNCIL OF STOCKPORT (“SMBC”)

Overview/Preamble

SMBC is promoting the construction of the A6 to Manchester Airport Relief Road (“A6 MARR”).

To facilitate land assembly for A6 MARR SMBC has made The Metropolitan Borough of Stockport (Hazel Grove (A6) to Manchester Airport A555 Classified Road) Compulsory Purchase Order 2013 (“the A6 MARR CPO”) to acquire all the land interests required to construct A6 MARR.

SMBC wishes to acquire as many of the identified interest ahead of the confirmation and implementation of the CPO

Worthington and Broadhead has land interests affected (“Affected Land Interest”), as detailed on the attached plan (“the Affected Land Interest Plan”) by the scheme and included within the CPO

Agreement

Worthington and Broadhead and SMBC (“the Parties”) agree to enter into an agreement binding

- Worthington and Broadhead (to include its successors in title) to meet obligations (“the Worthington and Broadhead Obligations”) and the joint obligations (“the Joint Obligations”)
- SMBC (to include its successors in title) to meet its obligations (the SMBC Obligations) and the Joint Obligations

Worthington and Broadhead Obligations

Worthington and Broadhead agrees

1. To transfer the unencumbered Affected Land Interest in plot 5/2 coloured pink on the attached plan to SMBC, either
 - a. Unconditionally at the date of this agreement, or
 - b. Conditional upon (delete as appropriate)
 - Confirmation of the A6 MARR CPO
 - implementation of the A6 MARR CPO
 - a date to be agreed between the Parties
2. To enter into an option with SMBC for a licence allowing SMBC to Occupy the Affected Land Interest coloured green on the attached plan for a period of [X] years for the purposes of using it for a temporary compound associated with the scheme, the consideration to be a licence fee to be [X] per acre per annum .

Heads of Terms

3. On documenting the agreement envisaged by these Heads of Terms to withdraw its objection and not to submit any further objection to the A6 MARR CPO (or any reasonable modification of the A6 MARR CPO) or to make adverse representations in respect of any planning matter related, directly or indirectly, to the scheme being promoted by SMBC, or support others in doing so.
4. To accept the provision of the accommodation works shown on the attached schedule ("the Accommodation Works Schedule").
5. To mitigate its losses

SMBC Obligations

SMBC agrees

6. To take a transfer of the Affected Land Interest and enter into the option for a licence
7. To provide the accommodation works shown on the attached schedule ("the Accommodation Works Schedule")
8. To pay consideration of (Delete as appropriate)
 - [£XXXX] in full and final consideration of all Heads of Claim
 - [£XXXX] in full and final settlement of the value of the Affected Land Interest and severance and injurious affection reserving, to Worthington and Broadhead, the right to recover compensation for disturbance, the disturbance to be assessed in accordance with the compensation code
 - [£XXXX] in full and final settlement of the value of the Affected Land Interest reserving, to Worthington and Broadhead, the right to recover compensation for severance and injurious affection and disturbance, both to be assessed in accordance with the compensation code
 - To be assessed
9. Where consideration/compensation is to be assessed it shall be assessed
 - a. Having regard to the works provided in accordance with the Accommodation Works Schedule
 - b. in accordance with the Compensation Code (being the various Acts of Parliament, Statutory Instruments and decided case law used to assess compulsory purchase compensation)
 - c. at the Valuation Date which shall be the date of the transfer of the Affected Land Interest
10. Should the A6MARR not be implemented the Council will offer back to Worthington and Broadhead the land acquired on terms at market value, the price to be fixed at the date of the transaction.
11. In the event of a dispute then the matter to be referred to an arbitrator to be appointed by agreement between the parties or in the absence of this, by the President of the RICS whose decision shall be final, save where the matter relates to compensation when the dispute shall be referred, by agreement, to the Upper Tribunal (Lands Chamber).
12. That it will not implement the A6 MARR CPO in respect of the acquisition of any land or land interests owned by Worthington and Broadhead unless Worthington and

Heads of Terms

Broadhead is either unable or unwilling to comply with the terms of the agreement envisaged by these Heads of Terms.

Joint Obligations

13. The parties agree to act reasonably and in good faith
14. To respond to communications from each party in reasonable period of time and to use reasonable endeavours not to cause unnecessary delay to the timing and programming of the SMBC CPO and scheme delivery.

Costs

15. SMBC agrees to meet Worthington and Broadhead's reasonable costs incurred in connection with the agreement anticipated by these Heads of Terms, on completion of the agreement.

Contract Terms

16. Subject to
 - a. Contract
 - b. SMBC approval
 - c. Worthington and Broadhead approval

Accommodation Works

Fencing

Post and 4-rail fence with pig netting along the new permanent boundaries

To maintain secure stock-proof fencing along the boundary between the temporary land and the retained land for the duration of the works and, as appropriate, until completion of reinstatement.

Drainage

Where required, to construct a header drain (and appropriate outfall) and connect into any intercepted man made land drains

Water supplies

Where appropriate, install water pipes to maintain agricultural water supplies that are severed by the scheme.

Appendix HC27

Mr and Mrs Holmes/Moorend Golf Course – Schedule of Contact

When	What	From	To	Subject
15/05/06 to 27/02/07	Email Exchange	Robert Morton, Mr Holmes	John Hill and	Scheme design, land take and severance issues
01/06/12	Letter	SEMMMS	Mr Holmes	Letter introducing the project team and contacts
23/12/12	Letter	Simon Cook (for Holmes)	Jim McMahan	Advising of his instruction and advising that his client will not sell other than on a compulsory purchase basis
22/11/12	Meeting			
06/12/12	Email	Naz Huda	Bill Booker and Winston Parr (for Holmes)	Requesting land interest questionnaire be returned
13/02/13	letter	SMBC Legal	Holmes	Requesting land interest questionnaire be returned
25/03/13	Form		SMBC	Land interest questionnaire returned
04/11/13	Letter	Naz Huda	Mr Holmes	Planning application drawings
07/03/14	Letter	Jim McMahan	Mr Holmes	Notice to enter for GI works
07/02/14	Email	Ian Keyte	Simon Cook	Regarding site investigations and introducing HJC
18/02/14	Email	Simon Cook	HJC	Making contact and asking to meet
18/02/14	Email	HJC	Simon Cook	Offering dates for a meeting
20/02/14	Email exchanged	HJC and Simon Cook		Arranging meeting
27/02/14	Meeting	Simon Cook, Alex Isles (for Roger Hannah and Co), HJC and Alex Marten (both CBRE)		Scheme up date and issues arising
10/03/14	Email	Naz Huda	Simon Cook	Attaching Notices for GI works
15/03/14	Email	HJC	Simon Cook	Update and review of 27/2 meeting
17/03/14	Email	Simon Cook	Naz Huda (cc'd HJC)	Regarding site investigation works
17/03/14	Email	Simon Cook	HJC	Without prejudice correspondence
19/03/14	Email	Simon Cook	Simon Cook	Re site investigation works
19/03/14	Email	HJC	Simon Cook	Response to 19/3 email
20/03/14	Email	HJC	Simon Cook	Response to w/o prejudice correspondence
27/03/14	Email x3	Simon Cook	HJC	On fee reimbursement, on site investigations and w/o prejudice correspondence
28/03/14	Email exchange	Naz Huda and Simon Cook		Re site investigations
31/03/14	Email exchange	Naz Huda and Simon Cook		Re site investigations
02/04/14	Meeting	Mr Holmes, Simon Cook, Alex Isles, Naz Huda and HJC		Site visit
03/04/14	Email exchange	Simon Cook, Alex Isles and HJC		Regarding site investigations, reimbursement of fees and general compensation matters
06/04/14	Email exchange	Simon Cook and HJC		Regarding appointment of solicitors
07/04/14	Email	On behalf of Simon Cook	HJC	Regarding time spent
08/04/14	Email	HJC	Simon Cook	Following meeting, notes on GI claim and on compensation generally
09/04/14	Email	HJC	Simon Cook	Regarding planning
11/04/14	Email	Simon Cook and HJC		Regarding claims and compensation

	exchange			
28/04/14	Email	Simon Cook	HJC	Regarding compensation/course re-design
29/04/14	Email	HJC	Simon Cook	Responding to 28/4 email
30/04/14	Email x2	On behalf of Simon Cook	HJC	Copy of emails sent to John Hill, SMBC legal
01/05/14	Email exchange	Simon Cook and HJC		On various matters
02/05/14	Email exchange	Simon Cook and HJC		On various matters incl fees and basis of claim
19/05/14	Email exchange	Simon Cook, Naz Huda and HJC		On various matters and some w/o prejudice correspondence
20/05/14	Email	HJC	Simon Cook	Re fee reimbursement
21/05/14	Email	Simon Cook	HJC	Re fee reimbursement
22/05/14	Email exchange	Simon Cook and HJC		Re fee reimbursement
23/05/14	Email exchange	Simon Cook and HJC		Various matters
26/05/14	Email	Simon Cook	HJC	Fees
29/05/14	Email exchange	Simon Cook and HJC		On various matters relating to potential agreement
30/05/14	Email	HJC	Simon Cook	Re planning
02/06/14 – 04/06/14	Email exchange	Simon Cook, Alex Isles and HJC		Various matters including planning
13/06/14	Email	Simon Cook	HJC	Raising a planning issue
10/07/14	Email exchange	Simon Cook and HJC		Update on progress
11/07/14	Email exchange	Simon Cook and HJC		Advised draft claim prepared
14/07/14 – 18/07/14	Email exchange	Simon Cook, Alex Isles, James Franklin and HJC		Regarding claim and scheme design matters
21/07/14	Email	HJC	Alex Isles (cc'd Simon Cook)	Raising issues ahead of 22/7
22/07/14	Meeting then emails	Simon Cook, Alex Isles, HJC and James Franklin		Discussion re heads of claim
01/08/14	Email	Simon Cook	HJC	Following meeting and discussing terms for an agreement
04/08/14 – 06/08/14	Email exchange & telecon	Simon Cook and HJC		Without prejudice correspondence
22/08/14	Telecon	HJC	Simon Cook	Discussing re terms for an agreement
27/08/14	Email exchange	Simon Cook and HJC		Discussing re terms for an agreement
01/09/14	Email	Simon Cook	HJC	Regarding proposed settlement and newts

Appendix HC28

Lawson Plot 222 – Contact Schedule

When	What	From	To	Subject
07/11/2012	Meeting	NPS & SMBC	Lawson	Meeting at Lawson property to discuss scheme.
21/10/2013	Meeting	NPS & SMBC	Lawson & Brown Rural	Meeting at Lawson property provide scheme update
28/10/2013	E mail	Brown Rural	SMBC	Request that scheme impact be minimised on Lawson property by reducing land take. Design and cost implications given consideration by S Payne Highway Design Engineer and referred to N Huda. I Keyte NPS provide comment on cost implications relative to compensation in e mail to Huda 12/11/2013.
14/03/2014	E mail	Carillion	Brown Rural	Request for site meeting to inspect property
19/03/2014	E mail	Brown Rural	Carillion	Response to e mail of 14/03/2014 asking for possible meeting date.
21/03/2014	E mail	Carillion	Brown Rural	Response suggesting dates for site meet.
31/03/2014	E mail	Carillion	Brown Rural	Request to arrange site meeting
11/04/2014	E mail	Carillion	Brown Rural	Request to arrange site meeting
16/04/2014	E mail	Carillion	Brown Rural	Message advising of absence from office until 23/04/2014 requesting meeting after this date
22/04/2014	E mail	Brown Rural	Carillion	In response to e mail suggesting possible site meeting dates
25/04/2014	E mail	Carillion	Brown Rural	Suggest meeting dates
29/04/2014	E mail	Brown Rural	Carillion	Response confirming clients availability for site meeting
29/04/2014	E mail	Carillion	Brown Rural	Response confirming availability
15/05/2014	Meeting	Carillion	Lawson & Brown Rural	Site meeting inspection of land only dwelling not available at Lawson request.
16/06/2014	Letter	Carillion	Lawson	Letter enclosing scheme plans explaining impact of temporary use of land in context of CPO plans
16/06/2014	E mail	Carillion	Brown Rural	Enclosing copy of letter above sent to client Lawson
27/06/2014	E mail	Carillion	Brown Rural	Request confirmation for possible meeting date
11/07/2014	Letter	Carillion	Lawson	Update on progress with Brown Rural
29/07/2014	E mail	Brown Rural	Carillion	Suggestion of possible meeting date subject to clients approval
29/07/2014	E mail	Carillion	Brown Rural	Acknowledgement to above
29/08/2014	E mail	Brown Rural	Carillion	Suggested meeting date 03/09/2014

Appendix HC29

Simumba (Annie & Mpande) – Schedule of Contact

When	What	From	To	Subject
01/07/14	Email	JF	Peter Cunliffe	Offer with heads of terms sent for Peters review.
10/07/14	Email	Peter Cunliffe	JF	Confirmation of received offer and will be responding once discussed with client
29/08/14	Email	JF	Peter Cunliffe	Chasing up a response to email

Appendix HC29A

HEADS OF TERMS FOR AN AGREEMENT BETWEEN MPANDE SIMUMBA (“MS”) AND STOCKPORT METROPOLITAN BOROUGH COUNCIL OF STOCKPORT (“SMBC”)

Overview/Preamble

SMBC is promoting the construction of the A6 to Manchester Airport Relief Road (“A6 MARR”).

To facilitate land assembly for A6 MARR SMBC has made The Metropolitan Borough of Stockport (Hazel Grove (A6) to Manchester Airport A555 Classified Road) Compulsory Purchase Order 2013 (“the A6 MARR CPO”) to acquire all the land interests required to construct A6 MARR.

SMBC wishes to acquire as many of the identified interest ahead of the confirmation and implementation of the CPO

MP has land interests affected (“Affected Land Interest”), as detailed on the attached plan (“the Affected Land Interest Plan”) by the scheme and included within the CPO.

Agreement

MP and SMBC (“the Parties”) agree to enter into an agreement binding

- MP (to include any successors in title) to meet obligations (“the AP Obligations”) and the joint obligations (“the Joint Obligations”)
- SMBC (to include its successors in title) to meet its obligations (the SMBC Obligations) and the Joint Obligations

MP Obligations

MP agree

1. To transfer their unencumbered Affected Land Interest to SMBC, either
 - a. Unconditionally at the date of this agreement, or
 - b. Conditional upon (delete as appropriate)
 - Confirmation of the A6 MARR CPO
 - implementation of the A6 MARR CPO
 - a date to be agreed between the Parties
2. On documenting the agreement envisaged by these Heads of Terms, MP will not submit any objection to the A6 MARR CPO (or any reasonably modification of the A6 MARR CPO) or to make adverse representations in respect of any planning matter related, directly or indirectly, to the scheme being promoted by SMBC, or support others in doing so.
3. To mitigate its losses

SMBC Obligations

SMBC agrees

4. To take a transfer of the Affected Land Interest
5. To provide the accommodation works shown on the attached schedule (“the Accommodation Works Schedule”)
6. To pay consideration of:(Delete as Appropriate)
 - £500.00 in full and final consideration of all Heads of Claim
 - To be assessed
7. Where consideration/compensation is to be assessed it shall be assessed
 - a. Having regard to the works provided in accordance with the Accommodation Works Schedule
 - b. in accordance with the Compensation Code (being the various AMPs of Parliament, Statutory Instruments and decided case law used to assess compulsory purchase compensation)
 - c. at the Valuation Date which shall be the date of the transfer of the Affected Land Interest
8. In the event of a dispute then the matter to be referred to an arbitrator to be appointed by agreement between the parties or in the absence of this, by the President of the RICS whose decision shall be final, save where the matter relates to compensation when the dispute shall be referred, by agreement, to the Upper Tribunal (Lands Chamber).
9. That it will not implement the A6 MARR CPO in respect of the acquisition of any land or land interests owned by MP unless MP is either unable or unwilling to comply with the terms of the agreement envisaged by these Heads of Terms.

Joint Obligations

10. The parties agree to act reasonably and in good faith
11. To respond to communications from each party in reasonable period of time and to use reasonable endeavours not to cause unnecessary delay to the timing and programming of the SMBC CPO and scheme delivery.

Costs

12. SMBC agrees to meet MP’s reasonable costs incurred in connection with the agreement anticipated by these Heads of Terms, on completion of the agreement.

Contract Terms

13. Subject to
 - a. Contract
 - b. SMBC approval
 - c. MP approval

HEADS OF TERMS FOR AN AGREEMENT BETWEEN MS ANNIE AMMA NYARKO SIMUMBA (“AS”) AND STOCKPORT METROPOLITAN BOROUGH COUNCIL OF STOCKPORT (“SMBC”)

Overview/Preamble

SMBC is promoting the construction of the A6 to Manchester Airport Relief Road (“A6 MARR”).

To facilitate land assembly for A6 MARR SMBC has made The Metropolitan Borough of Stockport (Hazel Grove (A6) to Manchester Airport A555 Classified Road) Compulsory Purchase Order 2013 (“the A6 MARR CPO”) to acquire all the land interests required to construct A6 MARR.

SMBC wishes to acquire as many of the identified interest ahead of the confirmation and implementation of the CPO

AS has land interests affected (“Affected Land Interest”), as detailed on the attached plan (“the Affected Land Interest Plan”) by the scheme and included within the CPO.

Agreement

AS and SMBC (“the Parties”) agree to enter into an agreement binding

- AS (to include its successors in title) to meet obligations (“the AP Obligations”) and the joint obligations (“the Joint Obligations”)
- SMBC (to include its successors in title) to meet its obligations (the SMBC Obligations) and the Joint Obligations

AS Obligations

AS agrees

1. To transfer its unencumbered Affected Land Interest to SMBC, either
 - a. Unconditionally at the date of this agreement, or
 - b. Conditional upon (delete as appropriate)
 - Confirmation of the A6 MARR CPO
 - implementation of the A6 MARR CPO
 - a date to be agreed between the Parties
2. On documenting the agreement envisaged by these Heads of Terms, AS will not submit any objection to the A6 MARR CPO (or any reasonably modification of the A6 MARR CPO) or to make adverse representations in respect of any planning matter related, directly or indirectly, to the scheme being promoted by SMBC, or support others in doing so.
3. To mitigate its losses

SMBC Obligations

SMBC agrees

4. To take a transfer of the Affected Land Interest
5. To provide the accommodation works shown on the attached schedule ("the Accommodation Works Schedule")
6. To pay consideration of:(Delete as Appropriate)
 - £500.00 in full and final consideration of all Heads of Claim
 - To be assessed
7. Where consideration/compensation is to be assessed it shall be assessed
 - a. Having regard to the works provided in accordance with the Accommodation Works Schedule
 - b. in accordance with the Compensation Code (being the various Acts of Parliament, Statutory Instruments and decided case law used to assess compulsory purchase compensation)
 - c. at the Valuation Date which shall be the date of the transfer of the Affected Land Interest
8. In the event of a dispute then the matter to be referred to an arbitrator to be appointed by agreement between the parties or in the absence of this, by the President of the RICS whose decision shall be final, save where the matter relates to compensation when the dispute shall be referred, by agreement, to the Upper Tribunal (Lands Chamber).
9. That it will not implement the A6 MARR CPO in respect of the acquisition of any land or land interests owned by AS unless AS is either unable or unwilling to comply with the terms of the agreement envisaged by these Heads of Terms.

Joint Obligations

10. The parties agree to act reasonably and in good faith
11. To respond to communications from each party in reasonable period of time and to use reasonable endeavours not to cause unnecessary delay to the timing and programming of the SMBC CPO and scheme delivery.

Costs

12. SMBC agrees to meet AS's reasonable costs incurred in connection with the agreement anticipated by these Heads of Terms, on completion of the agreement.

Contract Terms

13. Subject to
 - a. Contract
 - b. SMBC approval
 - c. AS approval

Appendix HC30

Mr and Mrs Freedman – Schedule of Contact

When	What	From	To	Subject
25/08/11	Form		SMBC	Land questionnaire returned
02/11/12	Email	Mark Freedman	SMBC	Requesting to be a member of LLF9
14/12/12	Email	Mark Freedman	SMBC	Confirming attendance at LLF9 meeting
14/01/13	Meeting	LLF9 meeting		Bramhall Scout hut
04/12/13	Letter	JS	SMBC	Objecting to planning application
17/06/14	Email	HJC	John Seed	Following the arrangement of meetings I emailed to ascertain the extent of the interest (shown as leasehold in the schedule to the Order
02/07/14	Meeting	HJC, John Seed and Deborah Lund		Site visit
03/07/14	Email	HJC	John Seed	Summarising our meeting and confirming the points I would address
05/08/14	Email	John Seed	HJC	Seeking an update following my 03/7 email
05/08/14	Email	HJC	John Seed	Confirming receipt and advising that I am taking instructions
28/08/14	Email	John Seed	HJC	Chasing response to 5/8 email

Appendix HC31

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Appendix HC32

David Charles and Richard Jones – Schedule of Contact

When	What	From	To	Subject
18/08/11	Phone	Charles Jones	Mandy Clarke	Calling up regarding plan attaching to Land questionnaire
25/08/11	Phone	Mandy Clarke	Charles Jones	Responding to query raised on 18/8
03/10/11	Form	Charles Jones	SMBC	Land questionnaire returned
01/06/12	Letter	Jim McMahon	Charles Jones	Updating as to scheme progress and introducing property contact
10/08/12	Phone	Charles Jones	Jonathan Schofield	Requesting a site meeting
08/11/12	Meeting	Charles Jones, James Fielding and Naz Huda		Discussing scheme proposal, concerns about safety of access raised, land subject to option, requested that NH review access proposals
04/12/13	Letter	JS	SMBC planning	Objection to planning application
02/05/14	Email	HJC	John Seed	Seeking background on track issues
08/05/14	Email	HJC	John Seed	Advising as to track options considered
17/06/14	Email	HJC	John Seed	Seeking an update on case specific issues ahead of 1 and 2/7 meetings
02/07/14	Meeting	Charles Jones, John Seed, Deborah Lund and HJC		Discussing options and Charles Jones' concerns
03/07/14	Email	HJC	John Seed	Notes following meeting
23/07/14	Email	John Seed	HJC	Responding to 3/7 email citing client concerns re conflicts on access and setting out IA implications
23/07/14	Email	HJC	John Seed	Requesting IA evidence
24/07/14	Email	HJC	John Seed	Advising that SMBC reviewing scheme design with regard to track width and asking for agreements over occupational interests
05/08/14	Email exchange	HJC and John Seed		Presenting revised (wider) track arrangement. JS requesting additional info incl costings
15/08/14	Email	HJC	John Seed	Sending HoTs
20/08/14	Email	HJC	John Seed	Seeking clarification as to the info John Seed is seeking
01/09/14	Email	John Seed	HJC	Query regarding areas and terms
01/09/14	Email	HJC	John Seed	Response to 1/9 email

Appendix HC33

Heads of Terms

HEADS OF TERMS FOR AN AGREEMENT BETWEEN DAVID CHARLES AND RICHARD ANTHONY JONES ("DC AND RA JONES") AND STOCKPORT METROPOLITAN BOROUGH COUNCIL OF STOCKPORT ("SMBC")

Overview/Preamble

SMBC is promoting the construction of the A6 to Manchester Airport Relief Road ("A6 MARR").

To facilitate land assembly for A6 MARR SMBC has made The Metropolitan Borough of Stockport (Hazel Grove (A6) to Manchester Airport A555 Classified Road) Compulsory Purchase Order 2013 ("the A6 MARR CPO") to acquire all the land interests required to construct A6 MARR.

SMBC wishes to acquire as many of the identified interest ahead of the confirmation and implementation of the CPO

DC and RA Jones have land interests affected ("Affected Land Interest"), as detailed on the attached plan ("the Affected Land Interest Plan") by the scheme and included within the CPO

Agreement

DC and RA Jones and SMBC ("the Parties") agree to enter into an agreement binding

- DC and RA Jones (to include its successors in title) to meet obligations ("the DC and RA Jones Obligations") and the joint obligations ("the Joint Obligations")
- SMBC (to include its successors in title) to meet its obligations (the SMBC Obligations) and the Joint Obligations

DC and RA Jones Obligations

DC and RA Jones agree

1. To transfer the unencumbered Affected Land Interest coloured pink on the attached plan to SMBC, either
 - a. Unconditionally at the date of this agreement, or
 - b. Conditional upon (delete as appropriate)
 - Confirmation of the A6 MARR CPO
 - implementation of the A6 MARR CPO
 - a date to be agreed between the Parties
2. To enter into an option with SMBC for a licence allowing SMBC to occupy the Affected Land Interest coloured green on the attached plan for a period of [X] years for the purposes of using it for temporary works, the consideration to be a licence fee to be £150 per acre per annum.
3. On documenting the agreement envisaged by these Heads of Terms to withdraw its objection and not to submit any further objection to the A6 MARR CPO (or any

Heads of Terms

reasonably modification of the A6 MARR CPO) or to make adverse representations in respect of any planning matter related, directly or indirectly, to the scheme being promoted by SMBC, or support others in doing so.

4. To accept the provision of the accommodation works shown on the attached schedule ("the Accommodation Works Schedule"). Such works may include granting of rights to DC and RA Jones
5. To mitigate its losses

SMBC Obligations

SMBC agrees

6. To take a transfer of the Affected Land Interest and enter into the option for a licence
7. To provide the accommodation works shown on the attached schedule ("the Accommodation Works Schedule")
8. To pay consideration of (Delete as appropriate)
 - [£XXXX] in full and final consideration of all Heads of Claim
 - [£XXXX] in full and final settlement of the value of the Affected Land Interest and severance and injurious affection reserving, to DC and RA Jones, the right to recover compensation for disturbance, the disturbance to be assessed in accordance with the compensation code
 - £50 in full and final settlement of the value of the Affected Land Interest reserving, to DC and RA Jones, the right to recover compensation for severance and injurious affection and disturbance, both to be assessed in accordance with the compensation code
 - To be assessed
9. Where consideration/compensation is to be assessed it shall be assessed
 - a. Having regard to the works provided in accordance with the Accommodation Works Schedule
 - b. in accordance with the Compensation Code (being the various Acts of Parliament, Statutory Instruments and decided case law used to assess compulsory purchase compensation)
 - c. at the Valuation Date which shall be the date of the transfer of the Affected Land Interest
10. Should the A6MARR not be implemented the Council will offer back to DC and RA Jones the land acquired on terms at market value, the price to be fixed at the date of the transaction.
11. In the event of a dispute then the matter to be referred to an arbitrator to be appointed by agreement between the parties or in the absence of this, by the President of the RICS whose decision shall be final, save where the matter relates to compensation when the dispute shall be referred, by agreement, to the Upper Tribunal (Lands Chamber).
12. That it will not implement the A6 MARR CPO in respect of the acquisition of any land or land interests owned by DC and RA Jones unless DC and RA Jones is either unable or

Heads of Terms

unwilling to comply with the terms of the agreement envisaged by these Heads of Terms.

Joint Obligations

13. The parties agree to act reasonably and in good faith
14. To respond to communications from each party in reasonable period of time and to use reasonable endeavours not to cause unnecessary delay to the timing and programming of the SMBC CPO and scheme delivery.

Costs

15. SMBC agrees to meet DC and RA Jones's reasonable costs incurred in connection with the agreement anticipated by these Heads of Terms, on completion of the agreement.

Contract Terms

16. Subject to
 - a. Contract
 - b. SMBC approval
 - c. DC and RA Jones approval

Accommodation Works

Fencing

Post and 4-rail fence with pig netting on the boundary of the temporary works and on the boundary of the permanent works

Drainage

Where required, to construct a header drain (and if appropriate outfall) and connect into any intercepted man made land drains

Access

To widen the access track, as per the plan ref 1007-3D-DF7-A6-MA-GA-308 (attached)

Gateway

To construct a [] metre wide gateway into the retained land

Water supplies

Where appropriate, install water pipes to maintain agricultural water supplies that are severed by the scheme.

Appendix HC34

Angela Mary Rowland – Schedule of Contact

When	What	From	To	Subject
17/08/11	Letter	SMBC	Rowland	Sending land questionnaire
09/09/11	Letter	SMBC	Rowland	Chasing land questionnaire
15/11/11	Letter	Jim McMahon	Rowland	Requesting return of land questionnaire
13/08/12	Letter	Chris Roberts (SMBC)	P Chadwick (Moorfield Farm)	Seeking contact details for Mrs Rowland
06/09/12	Letter	Chris Roberts (SMBC)	Bradford and Bingley)	Seeking contact details for Mrs Rowland
29/11/12	Form	Angela Rowland	SMBC	Returning Land Questionnaire
29/11/13	Letter	Angela Rowland	Jim McMahon	Setting out an objection to the scheme
04/12/13	Letter	John Seed	SMBC planning	Objecting
05/12/13	Letter	Sue Stevenson	Angela Rowland	Acknowledging 29/11 letter and advising that her objection had been forwarded to the planning department
02/05/14	Email	HJC	John Seed	Seeking background on track issues
08/05/14	Email	HJC	John Seed	Advising as to track options considered
17/06/14	Email	HJC	John Seed	Seeking an update on case specific issues
02/07/14	Meeting	John Seed, Deborah Lund and HJC		Discussing options and Rowland's concerns
23/07/14	Email	John Seed	HJC	Requesting evidence fo IA to sustain case for second track
24/07/14	Email	HJC	John Seed	Advising that SMBC reviewing scheme design with regard to track width and asking for agreements over occupational interests
05/08/14	Email exchange	HJC and John Seed		Presenting revised (wider) track arrangement. John Seed requesting additional info incl costings
15/08/14	Email	HJC	John Seed	Sending HoTs
20/08/14	Email	HJC	John Seed	Seeking clarification as to the info John Seed is seeking
01/09/14	Email	John Seed	HJC	Query regarding areas and terms
01/09/14	Email	HJC	John Seed	Response to 1/9 email

Appendix HC35

Heads of Terms

HEADS OF TERMS FOR AN AGREEMENT BETWEEN ANGELA MARY ROWLAND ("AM ROWLAND") AND STOCKPORT METROPOLITAN BOROUGH COUNCIL OF STOCKPORT ("SMBC")

Overview/Preamble

SMBC is promoting the construction of the A6 to Manchester Airport Relief Road ("A6 MARR").

To facilitate land assembly for A6 MARR SMBC has made The Metropolitan Borough of Stockport (Hazel Grove (A6) to Manchester Airport A555 Classified Road) Compulsory Purchase Order 2013 ("the A6 MARR CPO") to acquire all the land interests required to construct A6 MARR.

SMBC wishes to acquire as many of the identified interest ahead of the confirmation and implementation of the CPO

AM Rowland has land interests affected ("Affected Land Interest"), as detailed on the attached plan ("the Affected Land Interest Plan") by the scheme and included within the CPO

Agreement

AM Rowland and SMBC ("the Parties") agree to enter into an agreement binding

- AM Rowland (to include its successors in title) to meet obligations ("the AM Rowland Obligations") and the joint obligations ("the Joint Obligations")
- SMBC (to include its successors in title) to meet its obligations (the SMBC Obligations) and the Joint Obligations

AM Rowland Obligations

AM Rowland agrees

1. To transfer the unencumbered Affected Land Interest coloured pink on the attached plan to SMBC, either
 - a. Unconditionally at the date of this agreement, or
 - b. Conditional upon (delete as appropriate)
 - Confirmation of the A6 MARR CPO
 - implementation of the A6 MARR CPO
 - a date to be agreed between the Parties
2. To enter into an option with SMBC for a licence allowing SMBC to occupy the Affected Land Interest coloured green on the attached plan for a period of [X] years for the purposes of using it for temporary works, the consideration to be a licence fee to be £150 per acre per annum.
3. On documenting the agreement envisaged by these Heads of Terms to withdraw its objection and not to submit any further objection to the A6 MARR CPO (or any reasonably modification of the A6 MARR CPO) or to make adverse representations in

Heads of Terms

respect of any planning matter related, directly or indirectly, to the scheme being promoted by SMBC, or support others in doing so.

4. To accept the provision of the accommodation works shown on the attached schedule ("the Accommodation Works Schedule"). Such works may include granting of rights to AM Rowland
5. To mitigate its losses

SMBC Obligations

SMBC agrees

6. To take a transfer of the Affected Land Interest and enter into the option for a licence
7. To provide the accommodation works shown on the attached schedule ("the Accommodation Works Schedule")
8. To pay consideration of (Delete as appropriate)
 - [£XXXX] in full and final consideration of all Heads of Claim
 - [£XXXX] in full and final settlement of the value of the Affected Land Interest and severance and injurious affection reserving, to AM Rowland, the right to recover compensation for disturbance, the disturbance to be assessed in accordance with the compensation code
 - £2,500 in full and final settlement of the value of the Affected Land Interest reserving, to AM Rowland, the right to recover compensation for severance and injurious affection and disturbance, both to be assessed in accordance with the compensation code
 - To be assessed
9. Where consideration/compensation is to be assessed it shall be assessed
 - a. Having regard to the works provided in accordance with the Accommodation Works Schedule
 - b. in accordance with the Compensation Code (being the various Acts of Parliament, Statutory Instruments and decided case law used to assess compulsory purchase compensation)
 - c. at the Valuation Date which shall be the date of the transfer of the Affected Land Interest
10. Should the A6MARR not be implemented the Council will offer back to AM Rowland the land acquired on terms at market value, the price to be fixed at the date of the transaction.
11. In the event of a dispute then the matter to be referred to an arbitrator to be appointed by agreement between the parties or in the absence of this, by the President of the RICS whose decision shall be final, save where the matter relates to compensation when the dispute shall be referred, by agreement, to the Upper Tribunal (Lands Chamber).
12. That it will not implement the A6 MARR CPO in respect of the acquisition of any land or land interests owned by AM Rowland unless AM Rowland is either unable or unwilling to comply with the terms of the agreement envisaged by these Heads of Terms.

Heads of Terms

Joint Obligations

13. The parties agree to act reasonably and in good faith
14. To respond to communications from each party in reasonable period of time and to use reasonable endeavours not to cause unnecessary delay to the timing and programming of the SMBC CPO and scheme delivery.

Costs

15. SMBC agrees to meet AM Rowland's reasonable costs incurred in connection with the agreement anticipated by these Heads of Terms, on completion of the agreement.

Contract Terms

16. Subject to
 - a. Contract
 - b. SMBC approval
 - c. AM Rowland approval

Accommodation Works

Fencing

Post and 4-rail fence with pig netting on the boundary of the permanent works

Drainage

Where required, to construct a header drain (and if appropriate outfall) and connect into any intercepted man made land drains

Access

To widen the access track, as per the plan ref 1007-3D-DF7-A6-MA-GA-308 (attached)

Gateway

To construct a [] metre wide gateway into the retained land

Water supplies

Where appropriate, install water pipes to maintain agricultural water supplies that are severed by the scheme.

Appendix HC36

Darnell – Schedule of Contact

When	What	From	To	Subject
21/02/12	Phone	Melanie Darnell	Mandy Clarke	Requesting copy of Land Questionnaire
23/02/12	Phone	Mandy Clarke	Melanie Darnell	Left message advising as to scheme proposal and that questionnaire had been sent
13/03/12	Phone	Paul Darnell	Mandy Clarke	Regarding hedges hanging into his field – not an A6 MARR issue
13/03/12	Phone	Paul Darnell	Mandy Clarke	Will return Land Questionnaire
15/03/12	Form	Darnell	SMBC	Land questionnaire returned
15/03/12	Form	Darnell	SMBC	Agricultural Impact assessment forms returned
01/06/12	Letter	Jim McMahon	Darnell	Scheme update and advising as to property contacts
31/07/12	Letter	Geoff Newman (NPS)	Darnell	Asking them to contact him to progress negotiations
17/08/12	Phone	Darnell	NPS	Meeting arranged
23/10/12	Meeting	Darnell and NPS		Meeting to discuss scheme and impacts
08/03/13	Email	Jim McMahon	Darnell	Scheme update following phase 1 consultation
04/12/13	Letter	John Seed	SMBC planning	Objecting to the planning application
02/05/14	Email	HJC	John Seed	Seeking background on track issues
08/05/14	Email	HJC	John Seed	Advising as to track options considered
17/06/14	Email	HJC	John Seed	Seeking an update on case specific issues
02/07/14	Meeting	John Seed, Deborah Lund and HJC		Discussing options and Rowland's concerns
23/07/14	Email	John Seed	HJC	Requesting evidence fo IA to sustain case for second track
24/07/14	Email	HJC	John Seed	Advising that SMBC reviewing scheme design with regard to track width and asking for agreements over occupational interests
05/08/14	Email exchange	HJC and John Seed		Presenting revised (wider) track arrangement. JS requesting additional info incl costings
15/08/14	Email	HJC	John Seed	Sending HoTs
20/08/14	Email	HJC	John Seed	Seeking clarification as to the info John Seed is seeking
01/09/14	Email	John Seed	HJC	Query regarding areas and terms
01/09/14	Email	HJC	John Seed	Response to 1/9 email

Appendix HC37

Heads of Terms

HEADS OF TERMS FOR AN AGREEMENT BETWEEN MELANIE JANE DARNELL ("MJ DARNELL") AND STOCKPORT METROPOLITAN BOROUGH COUNCIL OF STOCKPORT ("SMBC")

Overview/Preamble

SMBC is promoting the construction of the A6 to Manchester Airport Relief Road ("A6 MARR").

To facilitate land assembly for A6 MARR SMBC has made The Metropolitan Borough of Stockport (Hazel Grove (A6) to Manchester Airport A555 Classified Road) Compulsory Purchase Order 2013 ("the A6 MARR CPO") to acquire all the land interests required to construct A6 MARR.

SMBC wishes to acquire as many of the identified interest ahead of the confirmation and implementation of the CPO

MJ Darnell has land interests affected ("Affected Land Interest"), as detailed on the attached plan ("the Affected Land Interest Plan") by the scheme and included within the CPO

Agreement

MJ Darnell and SMBC ("the Parties") agree to enter into an agreement binding

- MJ Darnell (to include its successors in title) to meet obligations ("the MJ Darnell Obligations") and the joint obligations ("the Joint Obligations")
- SMBC (to include its successors in title) to meet its obligations (the SMBC Obligations) and the Joint Obligations

MJ Darnell Obligations

MJ Darnell agrees

1. To transfer the unencumbered Affected Land Interest coloured pink on the attached plan to SMBC, either
 - a. Unconditionally at the date of this agreement, or
 - b. Conditional upon (delete as appropriate)
 - Confirmation of the A6 MARR CPO
 - implementation of the A6 MARR CPO
 - a date to be agreed between the Parties
2. To enter into an option with SMBC for a licence allowing SMBC to occupy the Affected Land Interest coloured green on the attached plan for a period of [X] years for the purposes of using it for temporary works, the consideration to be a licence fee to be £150 per acre per annum.
3. On documenting the agreement envisaged by these Heads of Terms to withdraw its objection and not to submit any further objection to the A6 MARR CPO (or any reasonably modification of the A6 MARR CPO) or to make adverse representations in

Heads of Terms

respect of any planning matter related, directly or indirectly, to the scheme being promoted by SMBC, or support others in doing so.

4. To accept the provision of the accommodation works shown on the attached schedule ("the Accommodation Works Schedule"). Such works may include granting of rights to MJ Darnell
5. To mitigate its losses

SMBC Obligations

SMBC agrees

6. To take a transfer of the Affected Land Interest and enter into the option for a licence
7. To provide the accommodation works shown on the attached schedule ("the Accommodation Works Schedule")
8. To pay consideration of (Delete as appropriate)
 - [£XXXX] in full and final consideration of all Heads of Claim
 - [£XXXX] in full and final settlement of the value of the Affected Land Interest and severance and injurious affection reserving, to MJ Darnell, the right to recover compensation for disturbance, the disturbance to be assessed in accordance with the compensation code
 - £2,150 in full and final settlement of the value of the Affected Land Interest reserving, to MJ Darnell, the right to recover compensation for severance and injurious affection and disturbance, both to be assessed in accordance with the compensation code
 - To be assessed
9. Where consideration/compensation is to be assessed it shall be assessed
 - a. Having regard to the works provided in accordance with the Accommodation Works Schedule
 - b. in accordance with the Compensation Code (being the various Acts of Parliament, Statutory Instruments and decided case law used to assess compulsory purchase compensation)
 - c. at the Valuation Date which shall be the date of the transfer of the Affected Land Interest
10. Should the A6MARR not be implemented the Council will offer back to MJ Darnell the land acquired on terms at market value, the price to be fixed at the date of the transaction.
11. In the event of a dispute then the matter to be referred to an arbitrator to be appointed by agreement between the parties or in the absence of this, by the President of the RICS whose decision shall be final, save where the matter relates to compensation when the dispute shall be referred, by agreement, to the Upper Tribunal (Lands Chamber).
12. That it will not implement the A6 MARR CPO in respect of the acquisition of any land or land interests owned by MJ Darnell unless MJ Darnell is either unable or unwilling to comply with the terms of the agreement envisaged by these Heads of Terms.

Heads of Terms

Joint Obligations

13. The parties agree to act reasonably and in good faith
14. To respond to communications from each party in reasonable period of time and to use reasonable endeavours not to cause unnecessary delay to the timing and programming of the SMBC CPO and scheme delivery.

Costs

15. SMBC agrees to meet MJ Darnell's reasonable costs incurred in connection with the agreement anticipated by these Heads of Terms, on completion of the agreement.

Contract Terms

16. Subject to
 - a. Contract
 - b. SMBC approval
 - c. MJ Darnell approval

Accommodation Works

Fencing

Post and 4-rail fence with pig netting on the boundary of the permanent works

Drainage

Where required, to construct a header drain (and if appropriate outfall) and connect into any intercepted man made land drains

Access

To widen the access track, as per the plan ref 1007-3D-DF7-A6-MA-GA-308 (attached)

Gateway

To construct a [] metre wide gateway into the retained land

Water supplies

Where appropriate, install water pipes to maintain agricultural water supplies that are severed by the scheme.

Appendix HC38

British Overseas Bank – Schedule of Contact

When	What	From	To	Subject
29/11/13	Email	Will Cotmore (M and G)	Ian Keyte	Advising that he acts for the fund, asking for a meeting and advising that a colleague would be in contact
02/12/13	Email	Will Cotmore (M and G)		
04/12/13	Email	Ian Keyte	Will Cotmore (M and G)	Acknowledging emails and advising waiting on contact
05/12/13	Phone	Jamie O'Brien (Malcolm Hollis for M and G)	Naz Huda	To discuss scheme
09/12/13	Email	Jamie O'Brien (Malcolm Hollis for M and G)	Naz Huda	Following telecon
12/12/13	Email	Chris Mann (Malcolm Hollis)	Naz Huda	Chasing plans
16/12/13	Email	Naz Huda	Chris Mann (Malcolm Hollis)	Drawings sent
26/02/14	Email exchange	Andy Guest (for BOB) and HJC		Sending copy of objection and offering to meet, HJC acknowledges and time and date are agreed
17/03/14	Meeting	Andy Guest, Jamie O'Brien (Malcolm Hollis), Will Cotmore (M and G) and Andy Guest (all for BOB), Naz Huda and HJC		Discussed scheme and BOB's aspirations to create new entrance and the extent to which the project can help facilitate this
17/03/14	Email	Andy Guest	HJC	Following meeting and requesting a follow up meeting to discuss access
20/03/14	Email	HJC	Andy Guest	Acknowledging 17/3 email
31/03/14	Email	Andy Guest	HJC	Re meeting dates
31/03/14	Email	HJC	Andy Guest	Acknowledging email
07/04/14	Email	HJC	Andy Guest	Holding email
08/04/14	Email	Andy Guest	HJC	Seeking clarification on some of the traffic modelling and update on meeting
08/04/14	Email	HJC	Andy Guest	Acknowledging email
08/04/14	Email	HJC	Andy Guest	Confirmation of points discussed at meeting
25/04/14	Email	Jamie O'Brien	HJC	Seeking an update
28/04/14	Email	HJC	Nick Whelan (SMBC, Network Manager)	As to his availability
28/04/14	Email	Nick Whelan	HJC	Regarding purpose of meeting
04/06/14	Email	HJC	Andy Guest	Returning a telephone message confirming that he and Nick Whelan were meeting on 10 June
18/07/14	Email	Andy Guest	HJC	Asking for assistance in securing information
24/07/14	Email	HJC	Andy Guest	Responding and confirming request made
25/07/14	Email exchange	Andy Guest and HJC		About requested info
31/07/14	Email	Naz Huda	HJC	Update on discussions between BOB and SMBC network manager

31/08/14	Email	HJC	Andy Guest	Forwarding HoTs setting out the various basis on which SMBC is willing to purchase
01/09/14	Email	Andy Guest	HJC	Offering dates to meet

Appendix HC39

Heads of Terms

HEADS OF TERMS FOR AN AGREEMENT BETWEEN BRITISH OVERSEAS BANK ("BOB") AND STOCKPORT METROPOLITAN BOROUGH COUNCIL OF STOCKPORT ("SMBC")

Overview/Preamble

SMBC is promoting the construction of the A6 to Manchester Airport Relief Road ("A6 MARR").

To facilitate land assembly for A6 MARR SMBC has made The Metropolitan Borough of Stockport (Hazel Grove (A6) to Manchester Airport A555 Classified Road) Compulsory Purchase Order 2013 ("the A6 MARR CPO") to acquire all the land interests required to construct A6 MARR.

SMBC wishes to acquire as many of the identified interest ahead of the confirmation and implementation of the CPO

BOB has land interests affected ("Affected Land Interest"), as detailed on the attached plan ("the Affected Land Interest Plan") by the scheme and included within the CPO

Agreement

BOB and SMBC ("the Parties") agree to enter into an agreement binding

- BOB (to include its successors in title) to meet obligations ("the BOB Obligations") and the joint obligations ("the Joint Obligations")
- SMBC (to include its successors in title) to meet its obligations (the SMBC Obligations) and the Joint Obligations

BOB Obligations

BOB agrees

1. To transfer the unencumbered Affected Land Interest coloured pink on the attached plan to SMBC, either
 - a. Unconditionally at the date of this agreement, or
 - b. Conditional upon (delete as appropriate)
 - Confirmation of the A6 MARR CPO
 - implementation of the A6 MARR CPO
 - a date to be agreed between the Parties
2. To enter into an option with SMBC for a licence allowing SMBC to occupy the Affected Land Interest coloured green on the attached plan for a period of [X] years for the purposes of re-profiling it, using it as a construction compound and/or using it for a topsoil store, the consideration to be a licence fee to be [X] per acre per annum.
3. On documenting the agreement envisaged by these Heads of Terms to withdraw its objection and not to submit any further objection to the A6 MARR CPO (or any reasonably modification of the A6 MARR CPO) or to make adverse representations in

Heads of Terms

respect of any planning matter related, directly or indirectly, to the scheme being promoted by SMBC, or support others in doing so.

4. To accept the provision of the accommodation works shown on the attached schedule ("the Accommodation Works Schedule"). Such works may include granting of rights to BOB
5. To mitigate its losses

SMBC Obligations

SMBC agrees

6. To take a transfer of the Affected Land Interest and enter into the option for a licence
7. To provide the accommodation works shown on the attached schedule ("the Accommodation Works Schedule")
8. To pay consideration of (Delete as appropriate)
 - [£XXXX] in full and final consideration of all Heads of Claim
 - [£XXXX] in full and final settlement of the value of the Affected Land Interest and severance and injurious affection reserving, to BOB, the right to recover compensation for disturbance, the disturbance to be assessed in accordance with the compensation code
 - [£XXXX] in full and final settlement of the value of the Affected Land Interest reserving, to BOB, the right to recover compensation for severance and injurious affection and disturbance, both to be assessed in accordance with the compensation code
 - To be assessed
9. Where consideration/compensation is to be assessed it shall be assessed
 - a. Having regard to the works provided in accordance with the Accommodation Works Schedule
 - b. in accordance with the Compensation Code (being the various Acts of Parliament, Statutory Instruments and decided case law used to assess compulsory purchase compensation)
 - c. at the Valuation Date which shall be the date of the transfer of the Affected Land Interest
10. Should the A6MARR not be implemented the Council will offer back to BOB the land acquired on terms at market value, the price to be fixed at the date of the transaction.
11. In the event of a dispute then the matter to be referred to an arbitrator to be appointed by agreement between the parties or in the absence of this, by the President of the RICS whose decision shall be final, save where the matter relates to compensation when the dispute shall be referred, by agreement, to the Upper Tribunal (Lands Chamber).
12. That it will not implement the A6 MARR CPO in respect of the acquisition of any land or land interests owned by BOB unless BOB is either unable or unwilling to comply with the terms of the agreement envisaged by these Heads of Terms.

Joint Obligations

Heads of Terms

13. The parties agree to act reasonably and in good faith
14. To respond to communications from each party in reasonable period of time and to use reasonable endeavours not to cause unnecessary delay to the timing and programming of the SMBC CPO and scheme delivery.

Costs

15. SMBC agrees to meet BOB's reasonable costs incurred in connection with the agreement anticipated by these Heads of Terms, on completion of the agreement.

Contract Terms

16. Subject to
 - a. Contract
 - b. SMBC approval
 - c. BOB approval

Accommodation Works

Fencing

To be discussed

.

Appendix HC40

Mr and Mrs Hankinson – Schedule of Contact

When	What	From	To	Subject
20/02/14	Email	HJC	Debbie Charles (DWF – for Hankinson)	Advising of my instruction and offering availability for a meeting
26/02/14	Email exchange	HJC and Debbie Charles		Regarding meeting with DWF and that I am was meeting with Peter Ashburner
27/02/14	Meeting	HJC and Peter Ashburner (for Hankinson)		Met to discuss issues for both his clients
05/03/14	Email	Debbie Charles	HJC	Following the valuer meeting (27/2) asking for a meeting with Hankinson
10/03/14	Email	Naz Huda	Peter Ashburner (cc'd HJC)	Notices for entry to undertake GI works
12/03/14	Email	HJC	Debbie Charles	Responding to 05/03 offering a meeting date
13/03/14	Email exchange	HJC, Debbie Charles and Peter Ashburner		Seeking to arrange a meeting on 1 April
26/03/14	Email	HJC	Peter Ashburner	Email regarding fee reimbursement
01/04/14	Meeting	Mr and MRs Hankinson, John Moritz (DWF), HJC and Alex Marten		Without prejudice meeting
08/04/14	Email	HJC	Peter Ashburner	Without prejudice meeting following ¼ meeting
09/04/14	Email	John Moritz	HJC	Without prejudice correspondence
15/04/14	Email	Peter Ashburner	HJC	Advising of intention to submit claim for losses following GI works
17/04/14	Email	HJC	Peter Ashburner	Confirming that I am dealing with the GI claims
24/04/14	Email	HJC	Peter Ashburner and John Moritz	Sending Heads of Terms to acquire the interests required to deliver the scheme
06/05/14	Email	Peter Ashburner	Jim McMahan	Regarding fee reimbursement policy
07/05/14	Email	Jim McMahan	Peter Ashburner	Responding to Peter Ashburner's 6/5 email
24/05/14	Email	HJC	Peter Ashburner & John Moritz	Chasing a response to the HoTs
24/05/14	Email	John Moritz	HJC	Advising that they were due to meet Mr and Hankinson shortly
09/06/14	Email	HJC	John Moritz	Seeking an update following meeting with Hankinson
16/06/14	Email	Peter Ashburner	HJC	Question regarding GI works, in preparation of the claim
16/06/14	Email	HJC	Peter Ashburner	Acknowledging the 16/6 email and asking for an update on HoTs
16/06/14	Email	Peter Ashburner	HJC	Advised that he was waiting to speak with John Moritz
16/06/14	Email	HJC	Peter Ashburner	Sending information requested in earlier email
17/06/14	Visit	John England		Mr Hankinson claimed a damaged drain following GI works

18/06/14	Email	HJC	Peter Ashburner	Advising that his clients would be receiving a letter notifying them of the Inquiry date
30/06/14	Email	HJC	John Moritz	Chasing update on HoTs
30/06/14	Email	John Moritz	HJC	Advised been busy with other things but hoped to get to it shortly
01/07/14	Email	Peter Ashburner	HJC	Sending GI works claim
01/07/14	Email	HJC	Peter Ashburner	Acknowledging claim and asking for supporting data
08/07/14	Email	HJC	Peter Ashburner	Chasing GI claim supporting data
09/07/14	Email	HJC	John Moritz	Chasing update on HoTs
09/07/14	Email	John Moritz	HJC	Been working on response, needs to meet clients, delays due to workload
09/07/14	Email	HJC	John Moritz	Acknowledging but requesting progress
15/07/14	Email	Peter Ashburner	HJC	Providing some of the requested info to support the GI claim
20/07/14	Email	HJC	Peter Ashburner	Clarifying what further information is required
23/07/14	Email	HJC	John Moritz	Chasing progress on HoTs
23/07/14	Email	John Moritz	HJC	Confirmed that he has been out of the office on other matters but will turn to this
04/08/14	Email exchange	HJC and John Moritz		Regarding return of HoTs
06/08/14	Email	John Moritz	HJC (and others)	Without prejudice correspondence
07/08/14	Email	HJC	John Moritz	Responding to w/o prejudice correspondence
15/08/14	Email exchange	Debbie Charles, John Moritz and HJC		w/o prejudice correspondence
22/08/14	Email	HJC	Peter Ashburner	Related to GI claim
22/08/14	Email exchange	Debbie Charles, John Moritz and HJC		Arranging a meeting for 02/09
24/08/14 – 27/08/14	Email exchange	Peter Ashburner and HJC		On GI claim
26/08/14	Telecon	John Moritz	HJC	Ahead of 2/9 meeting
02/09/14	Meeting			Not taken place at the time of writing

Appendix HC41

HEADS OF TERMS FOR AN AGREEMENT BETWEEN [AFFECTED PARTY] (“AP”) AND STOCKPORT METROPOLITAN BOROUGH COUNCIL OF STOCKPORT (“SMBC”)

Overview/Preamble

SMBC is promoting the construction of the A6 to Manchester Airport Relief Road (“A6 MARR”).

To facilitate land assembly for A6 MARR SMBC has made The Metropolitan Borough of Stockport (Hazel Grove (A6) to Manchester Airport A555 Classified Road) Compulsory Purchase Order 2013 (“the A6 MARR CPO”) to acquire all the land interests required to construct A6 MARR.

SMBC wishes to acquire as many of the identified interest ahead of the confirmation and implementation of the CPO

AP has land interests affected (“Affected Land Interest”), as detailed on the attached plan (“the Affected Land Interest Plan”) by the scheme and included within the CPO

Agreement

AP and SMBC (“the Parties”) agree to enter into an agreement binding

- AP (to include its successors in title) to meet obligations (“the AP Obligations”) and the joint obligations (“the Joint Obligations”)
- SMBC (to include its successors in title) to meet its obligations (the SMBC Obligations) and the Joint Obligations

AP Obligations

AP agrees

1. To transfer its unencumbered Affected Land Interest to SMBC, either
 - a. Unconditionally at the date of this agreement, or
 - b. Conditional upon (delete as appropriate)
 - Confirmation of the A6 MARR CPO
 - implementation of the A6 MARR CPO
 - a date to be agreed between the Parties
2. On documenting the agreement envisaged by these Heads of Terms [to withdraw its objection and] not to submit any further objection to the A6 MARR CPO (or any reasonably modification of the A6 MARR CPO) or to make adverse representations in respect of any planning matter related, directly or indirectly, to the scheme being promoted by SMBC, or support others in doing so.
3. To accept the provision of the accommodation works shown on the attached schedule (“the Accommodation Works Schedule”). Such works may include granting of rights to AP
4. To mitigate its losses

SMBC Obligations

SMBC agrees

5. To take a transfer of the Affected Land Interest
6. To provide the accommodation works shown on the attached schedule (“the Accommodation Works Schedule”)
7. To pay consideration of (Delete as Appropriate_
 - [£XXXX] in full and final consideration of all Heads of Claim
 - [£XXXX] in full and final settlement of the value of the Affected Land Interest and severance and injurious affection reserving, to AP, the right to recover compensation for disturbance, the disturbance to be assessed in accordance with the compensation code
 - [£XXXX] in full and final settlement of the value of the Affected Land Interest reserving, to AP, the right to recover compensation for severance and injurious affection and disturbance, both to be assessed in accordance with the compensation code
 - To be assessed
8. Where consideration/compensation is to be assessed it shall be assessed
 - a. Having regard to the works provided in accordance with the Accommodation Works Schedule
 - b. in accordance with the Compensation Code (being the various Acts of Parliament, Statutory Instruments and decided case law used to assess compulsory purchase compensation)
 - c. at the Valuation Date which shall be the date of the transfer of the Affected Land Interest
9. Should the A6MARR not be implemented the Council will offer back to AP the land acquired on terms at market value, the price to be fixed at the date of the transaction.
10. In the event of a dispute then the matter to be referred to an arbitrator to be appointed by agreement between the parties or in the absence of this, by the President of the RICS whose decision shall be final, save where the matter relates to compensation when the dispute shall be referred, by agreement, to the Upper Tribunal (Lands Chamber).
11. That it will not implement the A6 MARR CPO in respect of the acquisition of any land or land interests owned by AP unless AP is either unable or unwilling to comply with the terms of the agreement envisaged by these Heads of Terms.

Joint Obligations

12. The parties agree to act reasonably and in good faith
13. To respond to communications from each party in reasonable period of time and to use reasonable endeavours not to cause unnecessary delay to the timing and programming of the SMBC CPO and scheme delivery.

Costs

14. SMBC agrees to meet AP's reasonable costs incurred in connection with the agreement anticipated by these Heads of Terms, on completion of the agreement.

Contract Terms

15. Subject to
 - a. Contract
 - b. SMBC approval
 - c. AP approval

Appendix HC42

Walker t/a Little Acorns Children's Day Nursery Plot 502 – Contact Schedule

When	What	From	To	Subject
20/09/2012	Meeting	NPS & SMBC	Walker	Site meeting to discuss scheme impact on owners' property. Loss of land a concern to owners NPS instructed to make enquiries with adjacent private landowners to ascertain availability of possible replacement land. Subsequent enquires provide negative response.
05/03/2013	Letter	NPS	Walker	To update on investigations to acquire land from adjacent private owners.
22/05/2013	Meeting	NPS & SMBC	Brown Rural	Meeting to discuss various Brown Rural clients confirmation that they are representing Walker
26/11/2013	Meeting	NPS	Brown Rural	General discussion Brown Rural clients
15/01/2014	Meeting	NPS & SMBC	Brown Rural	Brown Rural provides client list update. General discussion scheme programme.
04/02/2014	E mail	Brown Rural	Carillion	Request for meeting to discuss case
04/02/2014	E mail	Carillion	Brown Rural	Acknowledgement providing details of availability
14/02/2014	Meeting	Carillion	Walker & Brown Rural	Site meeting to discuss Walkers requirements relating to accommodation works
14/03/2014	E mail	Carillion	Brown Rural	Requesting comments on this case
19/03/2014	E mail	Brown Rural	Carillion	Comment regarding possibility of acquiring land from adjacent private owner and financial implications
21/03/2014	E mail	Carillion	Brown Rural	Response to e mail comment on the possibility of acquiring land from private owner and compensation implications.
31/03/2014	E mail	Carillion	Brown Rural	Comment made on need to progress this case
11/04/2014	E mail	Carillion	Brown Rural	Comment made on need to progress this case
04/06/2014	Letter	Carillion	Walker	Relating to accommodation works
04/06/2014	E mail	Carillion	Brown Rural	Enclosing copy of letter above addressed to Walker
22/04/2014	E mail	Brown Rural	Carillion	Confirming still exploring acquisition of land from adjacent private owner
25/04/2014	E mail	Carillion	Brown Rural	Request clarification on progress to acquire adjacent private land and how Brown Rural wishes to approach compensation issues.
27/06/2014	Letter	Carillion	Walker	Relating to boundary fence
27/06/2014	E mail	Carillion	Brown Rural	Enclosing copy of letter above addressed to Walker
30/06/2014	Meeting	Carillion	Walker	To discuss early relocation of classroom building
03/07/2014	Letter	Carillion	Walker	Relating to possible relocation of classroom
10/07/2014	Letter	Carillion	Walker	Confirmation that Heads of Terms relating to accommodation works have been sent to Brown Rural
10/07/2014	E mail	Carillion	Brown Rural	Heads of Terms for accommodation works relating to relocation of classroom

11/07/2014	E mail	Brown Rural	Carillion	Acknowledgement of above
11/07/2014	E mail	Carillion	Brown Rural	Confirmation of willingness to offer assistance to Walker to relocate classroom
06/08/2014	Letter	Brown Rural	Carillion	Setting out accommodation works requested and possible costs of acquiring adjacent land as basis of compensation.

Appendix HC43

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Appendix HC44

Chris Shenton – Schedule of Contact

When	What	From	To	Subject
12/03/12	Phone	C Shenton	Chris Roberts	Concern as area of land in Agricultural Impact assessment form is incorrect
13/07/13	Letter	John Seed	SMBC	Advising as to his instruction
04/10/12	Meeting	Chris Shenton, John Seed, Mandy Clarke, Ian Keyte and Naz Huda		To discuss scheme impacts
01/03/13	Letter	John Seed	Mandy Clarke	Submitting claim for losses following alleged failure to maintain drainage – not A6 MARR issue
26/03/12	Letter	Mandy Clarke	John Seed	Response to 01/3 claim
14/06/13	Letter	John Seed	Mandy Clarke	Without prejudice correspondence but relating to drainage issues
16/07/13	Letter	Mandy Clarke	John Seed	Response to w/o prejudice correspondence
01/08/13	Letter	John Seed	Mandy Clarke	On matters covered by privilege
28/08/13	Email	Mandy Clarke	John Seed	On matters covered by privilege
29/10/13	Phone	Naz Huda	C Shenton	Regarding scheme design and minimising, as far as possible, interaction between vehicles and walkers/equestrians
30/10/13	Letter	Naz Huda	C Shenton	Following up telecom with letter and scheme plans
30/10/13	Email	Naz Huda	John Seed	Attaching a copy of the 30/10 letter
04/11/13	Email	John Seed	Naz Huda	Responding to 30/10 email and offering a meeting
14/04/14	Email	John England	HJC	Re GI works
22/05/14	Email	HJC	John Seed and Deborah Lund	Regarding an obstruction to a public footpath
28/05/14	Email	HJC	Deborah Lund	Regarding footpath obstruction
29/05/14	Email	Deborah Lund	HJC	Regarding footpath obstruction
30/05/14	Email exchange	Deborah Lund and Sue Stevenson (SMBC)		Regarding footpath obstruction
17/06/14	Email	HJC	John Seed	Asking questions ahead of our meetings on 1 and 2 July
01/07/14	Site meeting	Chris Shenton, John Seed, Deborah Lund and HJC		Review of scheme and scheme proposals, discussion about C Shenton's concerns
03/07/14	Email	Deborah Lund	HJC	Plans, as promised at 1/7 meeting
03/07/14	Email x 2	John Seed	HJC	Confirming discussions on 1/7
14/07/14	Emails	HJC	Deborah Lund	Requesting additional information to that supplied on 3/7
24/7/14	Email	HJC	John Seed	Responding on scheme issues & raising queries
07/08/14	Email	Deborah Lund	HJC	Providing info requested on 14/7
20/08/14	Email	HJC	Deborah Lund	Acknowledging receipt of 7/8 email

Appendix HC45

Fielding – Schedule of Contact

When	What	From	To	Subject
12/12/11	Form		SMBC	Land questionnaire form returned
29/03/12	Phone	Fielding	Mandy Clarke	Asking for scheme details
08/11/12	Meeting	Charles Jones, James Fielding and Naz Huda		Discussing scheme proposal, concerns about safety of access raised, land subject to option, requested that NH review access proposals
04/12/13	Letter	John Seed	SMBC planning	Objection to planning application
02/05/14	Email	HJC	John Seed	Seeking background on track issues
08/05/14	Email	HJC	John Seed	Advising as to track options considered
17/06/14	Email	HJC	John Seed	Seeking an update on case specific issues
02/07/14	Meeting	John Seed, Deborah Lund and HJC		Discussing options and Rowland's concerns
23/07/14	Email	John Seed	HJC	Requesting evidence of IA to sustain case for second track
24/07/14	Email	HJC	John Seed	Advising that SMBC reviewing scheme design with regard to track width and asking for agreements over occupational interests
24/07/14	Email	HJC	John Seed	Questioning extent of interest in land and providing LR titles
03/08/14	Email	HJC	John Seed	Further information queries around extent of interest (if any)
05/08/14	Email exchange	HJC and John Seed		Presenting revised (wider) track arrangement. JS requesting additional info incl costings
15/08/14	Email	HJC	John Seed	Sending HoTs
20/08/14	Email	HJC	John Seed	Seeking clarification as to the info John Seed is seeking
20/08/14	Email	HJC	John Seed	Responding to points in objection ad, again, asking for JS' view on whether Fielding has an interest in land affected by the scheme

Appendix HC46

Messrs Dumville – Schedule of Contact

When	What	From	To	Subject
26/09/12	Meeting	Ken Dumville, Caroline, Sue Steer, Mandy Clarke and Ian Keyte		Scheme update, confirmation of tenancy position, concern about land take and effects on business
15/01/13	Meeting	Ken Dumville, Caroline, Sue Steer, Mandy Clarke, Naz Huda and Ian Keyte		Scheme update, discussion about accommodation works and implications. Access off bypass requested
16/01/13	Letter	Naz Huda	Sue Steer	Sending scheme plans
18/01/13	Email	Sue Steer	Naz Huda	Confirming receipt of plans
22/01/13	Letter	Sue Steer	SMBC	Summarising client's business, discussion regarding options, impact on business and highlighting clients' objection
08/07/13	Letter	Sue Steer	SMBC	Summarising client's business, discussion regarding options, impact on business and highlighting clients' objection
20/02/14	Telephone	HJC and Sue Steer		Discussing her clients (incl Dumville) and suggesting we meet
20/02/14	Email	HJC	Sue Steer	Confirming telephone call and offering her dates for a meeting
20/02/14	Email	Sue Steer	HJC	Confirming meeting
23/02/14	Email	HJC	Sue Steer	Confirming meeting arrangements
25/02/14	Meeting	HJC and Sue Steer		Discussing her clients and the operations they run. Requests for tenancy and accounting details
02/03/14	Email	HJC	Sue Steer	Confirming our discussion on 25/2, requesting copy of tenancy and business accounts. Also seeking clarification as to future of tenancy
26/03/14	Email	HJC	Sue Steer	Email confirming fee undertaking and methodology for recovery of fees
26/03/14	Email	HJC	Sue Steer	Seeking update on meeting requested on 25/2 and in email on 2/3
06/04/14	Email	HJC	Sue Steer	Requesting tenancy and accounting information and offering a meeting
07/04/14	Email	HJC	Sue Steer	Suggesting a meeting date
09/04/14	Email exchange	HJC and Sue Steer		Seeking an update on meeting and requested info
15/04/14	Site visit	Brian, Keith and Caroline Dumville, Sue Steer and HJC		Site visit and discussion on scheme and potential impacts. Accounting and tenancy info requested
22/04/14	Email	HJC	Sue Steer	Further to meeting confirming my understanding and requesting that accounting and tenancy info be provided
28/04/14	Email	Sue Steer	HJC	Acknowledging 22/4 email and undertaking to respond on return from holiday
28/04/14	Email	Sue Steer	HJC	Seeking clarification on fees
02/05/14	Email	HJC	Sue Steer	Confirming fee policy and methodology for reimbursement
13/05/14	Email	HJC	Sue Steer	Expressing concern at lack of progress and the failure to provide info
23/05/14	Email	HJC	Sue Steer	Further to 13/5 email, expressing concern at progress and lack of requested info
23/05/14	Email	HJC	Sue Steer	Regarding accommodation works
23/05/14	Email	Sue Steer	HJC	Suggesting that SMBC is seeking to avoid

				responsibilities as acquiring authority, undertaking to provide tenancy info and advising that she did not have accounting info
23/05/14	Email	HJC	Sue Steer	Rebutting the criticism (above), providing glasshouse quotes and asking for clarity on tenure and how Dumville see this working out
28/05/14	Email	Sue Steer	HJC	Providing a copy of the original tenancy agreement (but not memoranda or addenda)
03/06/14	Email exchange	Sue Steer and HJC		HJC again expressing concern about the lack of progress and lack of accounts
06/06/14	Meeting	Sue Steer and HJC		HJC highlighting concerns, Sue Steer undertaking to scope out draft claims
17/06/14	Email	Naz Huda	Sue Steer (cc'd HJC)	Regarding timetable for scheme delivery
17/06/14	Email	Sue Steer	HJC	Acknowledged my email and confirmed that she was in liaison with clients' solicitors
18/06/14	Email	HJC	Sue Steer	Informing her that her clients would be receiving a letter advising that the Inquiry will begin on 30 September
20/06/14	Email	Sue Steer	HJC	Acknowledging my 18/06 email
20/06/14	Email	HJC	Sue Steer	Chasing the draft claims (see 17/06 email)
18/07/14	Telecon	HJC and Sue Steer		Urging her to provide requested info and explaining that I really wanted to make progress with her clients
18/07/14	Email	HJC	Sue Steer	Acknowledging requests for tenancy and accounting information, suggesting that my urging was, in some way, over-bearing, advising me that CPO was draft and might not be confirmed, acknowledging that she was to draft claims and chasing an update on Helen Harrison's GI claim
20/07/14	Email	HJC	Sue Steer	Responding to 18/07 email and highlighting the importance of providing requested information to assist in determining accommodation works
27/08/14	Email	HJC	Sue Steer	Email following Sue Steer's call to SMBC seeking a change of acquiring authority valuer. Asking for an update on the future tenure issue, requesting missing tenancy info and asking, again, for business accounts
01/09/14	Email	Sue Steer	HJC	Suggesting that goodwill had been lost but not providing accounting information and advised taking instruction on business structure. Clients are taking Counsel's advice on tenancy issues

Appendix HC47

W Nixon and Sons – Schedule of Contact

When	What	From	To	Subject
18/08/11	Form	Nixon	SMBC	Land interest questionnaire returned
23/04/12	Letter	Sue Steer	Mandy Clarke	Advised of instruction, returning agricultural impact assessment and discussing possible site meeting
01/08/12	Meeting	Mrs Nixon, Julie Eccleston (shop manager), Sue Steer, John Houlihan (NPS), Naz Huda and Mandy Clarke		Explained scheme and scheme design. Nixon concern about impact on trade in and access to shop
10/10/12	Letter	Jim McMahon	Nixon	Update on scheme proposal and advising on property contacts
10/10/12	Letter	Jim McMahon	Sue Steer	Update on scheme proposal and advising on property contacts
15/01/13	Meeting	Mrs Nixon, Julie Eccleston (shop manager), Sue Steer, Ian Keyte, Naz Huda and Mandy Clarke		Looking at options. Nixon very keen for access directly onto the scheme
22/01/13	Letter	Sue Steer	SMBC	Explaining business operation and expressing preference for option 1 (that takes only a small area) and requesting access off the bypass
08/01/13	Email	Jim McMahon	Nixon	Update on scheme and contacts
29/05/13	Meeting	June Nixon, Ian and Julie Nixon Sue Steer, Naz Huda, Mandy Clarke and Ian Keyte		Update on scheme proposals and timescales. Confirmed that direct access would not be provided and that SMBC would like to purchase by agreement
08/07/13	Letter	Sue Steer	SMBC	Re-iterating request for direct access
20/02/14	Telephone	HJC and Sue Steer		Discussing her clients and suggesting we meet
20/02/14	Email	HJC	Sue Steer	Confirming telephone call and offering her dates for a meeting
20/02/14	Email	Sue Steer	HJC	Confirming meeting
23/02/14	Email	HJC	Sue Steer	Confirming meeting arrangements
25/02/14	Meeting	HJC and Sue Steer		Discussing her clients and the operations they run. Request accounting details. Sue Steer advised that her clients wanted a direct access onto the road (which is not being provided) and that without that her clients do not wish to transact
26/03/14	Email	Sue Steer	HJC	Email confirming fee undertaking and methodology for recovery of fees
06/04/14	Email	HJC	Sue Steer	Requesting tenancy and accounting information and offering a meeting
28/04/14	Email	Sue Steer	HJC	Seeking clarification on fees
02/05/14	Email	HJC	Sue Steer	Confirming fee policy and methodology for reimbursement
17/06/14	Email	Naz Huda	Sue Steer (cc'd HJC)	Regarding timetable for scheme delivery
18/06/14	Email	HJC	Sue Steer	Informing her that her clients would be receiving a letter advising that the Inquiry will begin on 30 September
15/08/14	Email	HJC	Sue Steer	Issuing Heads of Terms
19/08/14	Email	Sue Steer	HJC	Confirmation that Nixon did not wish to enter into an agreement on the terms outlined

20/08/14	Email	HJC	Sue Steer	Seeking clarification as to the terms which Nixon would consider acceptable and seeking to discuss the grounds of objection
01/09/14	Email	Sue Steer	HJC	Advising that client still seeking Private Means of Access

Appendix HC48

Heads of Terms

HEADS OF TERMS FOR AN AGREEMENT BETWEEN W NIXON AND SONS LTD (“NIXON”) AND STOCKPORT METROPOLITAN BOROUGH COUNCIL OF STOCKPORT (“SMBC”)

Overview/Preamble

SMBC is promoting the construction of the A6 to Manchester Airport Relief Road (“A6 MARR”).

To facilitate land assembly for A6 MARR SMBC has made The Metropolitan Borough of Stockport (Hazel Grove (A6) to Manchester Airport A555 Classified Road) Compulsory Purchase Order 2013 (“the A6 MARR CPO”) to acquire all the land interests required to construct A6 MARR.

SMBC wishes to acquire as many of the identified interest ahead of the confirmation and implementation of the CPO

Nixon has land interests affected (“Affected Land Interest”), as detailed on the attached plan (“the Affected Land Interest Plan”) by the scheme and included within the CPO

Agreement

Nixon and SMBC (“the Parties”) agree to enter into an agreement binding

- Nixon (to include its successors in title) to meet obligations (“the Nixon Obligations”) and the joint obligations (“the Joint Obligations”)
- SMBC (to include its successors in title) to meet its obligations (the SMBC Obligations) and the Joint Obligations

Nixon Obligations

Nixon agrees

1. To transfer the unencumbered Affected Land Interest coloured pink on the attached plans to SMBC, either
 - a. Unconditionally at the date of this agreement, or
 - b. Conditional upon (delete as appropriate)
 - Confirmation of the A6 MARR CPO
 - implementation of the A6 MARR CPO
 - a date to be agreed between the Parties
2. To enter into an option with SMBC for a licence allowing SMBC to occupy the Affected Land Interest coloured green on the attached plan for a period of [X] years for the purposes of using it for a topsoil store, the consideration to be a licence fee to be £150 per acre per annum .
3. On documenting the agreement envisaged by these Heads of Terms to withdraw its objection and not to submit any further objection to the A6 MARR CPO (or any reasonably modification of the A6 MARR CPO) or to make adverse representations in respect of any planning matter related, directly or indirectly, to the scheme being promoted by SMBC, or support others in doing so.

Heads of Terms

4. To accept the provision of the accommodation works shown on the attached schedule ("the Accommodation Works Schedule"). Such works may include granting of rights to Nixon
5. To mitigate its losses

SMBC Obligations

SMBC agrees

6. To take a transfer of the Affected Land Interest and enter into the option for a licence]
7. To provide the accommodation works shown on the attached schedule ("the Accommodation Works Schedule")
8. To pay consideration of (Delete as appropriate)
 - [£XXXX] in full and final consideration of all Heads of Claim
 - [£XXXX] in full and final settlement of the value of the Affected Land Interest and severance and injurious affection reserving, to Nixon, the right to recover compensation for disturbance, the disturbance to be assessed in accordance with the compensation code
 - £4,500 in full and final settlement of the value of the Affected Land Interest reserving, to Nixon, the right to recover compensation for severance and injurious affection and disturbance, both to be assessed in accordance with the compensation code
 - To be assessed
9. Where consideration/compensation is to be assessed it shall be assessed
 - a. Having regard to the works provided in accordance with the Accommodation Works Schedule
 - b. in accordance with the Compensation Code (being the various Acts of Parliament, Statutory Instruments and decided case law used to assess compulsory purchase compensation)
 - c. at the Valuation Date which shall be the date of the transfer of the Affected Land Interest
10. Should the A6MARR not be implemented the Council will offer back to Nixon the land acquired on terms at market value, the price to be fixed at the date of the transaction.
11. In the event of a dispute then the matter to be referred to an arbitrator to be appointed by agreement between the parties or in the absence of this, by the President of the RICS whose decision shall be final, save where the matter relates to compensation when the dispute shall be referred, by agreement, to the Upper Tribunal (Lands Chamber).
12. That it will not implement the A6 MARR CPO in respect of the acquisition of any land or land interests owned by Nixon unless Nixon is either unable or unwilling to comply with the terms of the agreement envisaged by these Heads of Terms.

Joint Obligations

13. The parties agree to act reasonably and in good faith

Heads of Terms

14. To respond to communications from each party in reasonable period of time and to use reasonable endeavours not to cause unnecessary delay to the timing and programming of the SMBC CPO and scheme delivery.

Costs

15. SMBC agrees to meet Nixon's reasonable costs incurred in connection with the agreement anticipated by these Heads of Terms, on completion of the agreement.

Contract Terms

16. Subject to
 - a. Contract
 - b. SMBC approval
 - c. Nixon approval

Accommodation Works

Fencing

Post and 4-rail fence with pig netting along the temporary boundary during the works and along the permanent boundary on completion of the works

Drainage

Where required, to construct a header drain and appropriate outfall and connect into any intercepted man made land drains

Water supplies

Where appropriate, install water pipes to maintain agricultural water supplies that are severed by the scheme.