

**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 1 – PROOF OF EVIDENCE

Local Public Inquiry – 30th September 2014

PROOF OF EVIDENCE

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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1.0 Introduction and Role

- 1.1 My name is Henry John Church. I am a Member of the Royal Institution of Chartered Surveyors and am a Senior Director in the firm of CBRE Ltd.
- 1.2 I have over 20 years' experience of providing advice on compulsory purchase and compensation matters, having initially qualified as a rural practice surveyor and subsequently passing the exams to become a Fellow of the Association of Agricultural Valuers (I am now a retired member of the Association). During this period I have advised numerous acquiring authorities and claimants on both compulsory purchase procedure (including preparing and presenting evidence on behalf of both promoters of and Objectors to compulsory purchase) and settlement of compensation claims.
- 1.3 I am instructed by Stockport Metropolitan Borough Council ("SMBC").
- 1.4 I was first instructed by SMBC in January 2014.
- 1.5 I am instructed to pursue negotiations with all parties affected by the Compulsory Purchase Order and Side Roads Order with a view to securing an agreement to purchase interest, by private treaty, with each of them and responding to objections, as appropriate
- 1.6 My proof of evidence is structured as follows:
 - scope of evidence;
 - background
 - securing powers;
 - objections and negotiations; and
 - conclusions

2.0 Scope of Evidence

- 2.1 My evidence covers
- Approach to acquisitions including the advice in OPDM Circular 06/04 (“the Circular”) and how this has been complied with;
 - A summary of negotiations to acquire required interests by agreement; and
 - A summary of remaining objections, description of my dealings with the affected parties, agreements that are in the process of being concluded and my response to those issues that fall within the scope of my evidence
- 2.2 In carrying out my instructions I have been assisted by other professional advisers to SMBC and officers of SMBC

3.0 Background

SCHEME OVERVIEW

- 3.1 As Jim McMahon explains in his evidence, the scheme is a new 2-lane dual carriageway road with a shared use cycle/footway to run east-west from the A6 near Hazel Grove to Manchester Airport. The highway will incorporate the 4 kilometres of the existing A555.
- 3.2 A comprehensive scheme history is set out in Mr McMahon's Proof.
- 3.3 A planning application was submitted to each the three planning authorities (Cheshire East Council, Stockport Metropolitan Borough Council and Manchester City Council) in November 2013 and consent has subsequently been granted in respect of all 3 applications, the Secretary of State having advised not to call-in any of the permissions granted.

MAKING OF THE ORDERS

- 3.4 The 2 Orders that are the subject of this Inquiry are
 - The Metropolitan Borough of Stockport (Hazel Grove (A6) to Manchester Airport A555 Classified Road) Compulsory Purchase Order 2013 (referred to in this Proof as "the CPO" or "The Order"), and
 - The Metropolitan Borough of Stockport (Hazel Grove (A6) to Manchester Airport A555 Classified Road) (Side Roads) Order 2013
- 3.5 Both Orders were made on 6 December 2013

4.0 Securing Powers

COMPLIANCE WITH GUIDANCE IN ODPM CIRCULAR 06/04

- 4.1 The Circular was published in October 2004 and provides a step by step guide to those bodies proposing to compulsorily acquire land. A fundamental requirement is that there must be an overriding justification in the public interest, before a CPO can be confirmed (see paragraph 17 of the Circular).
- 4.2 Importantly paragraph 24 of the Circular makes it clear that the compulsory purchase of land is intended as a last resort in the event that attempts to acquire the rights requirement by agreement fail. Paragraph 24 states
- “Before embarking on compulsory purchase and throughout the preparation and procedural stages acquiring authorities should seek to acquire by negotiation wherever practicable The compulsory purchase of land is intended as a last resort in the event that attempts to acquire by agreement fail. Acquiring authorities should nevertheless consider at what point the land they are seeking to acquire will be needed and, as a contingency measure, should plan a compulsory purchase timetable at the same time as conducting negotiations. Given the amount of time which needs to be allowed to complete the compulsory purchase process, it may often be sensible for the acquiring authority to initiate the formal procedures in parallel with such negotiations. This will also help to make the seriousness of the authority’s intentions clear from the outset which in turn might encourage those whose land is affected to enter more readily into meaningful negotiations*
- 4.3 For the reason set out in paragraph 24 the Circular advises that an acquiring authority should seek to acquire land by negotiation wherever practicable.
- 4.4 In this instance SMBC has corresponded extensively with the objectors’ advisers, as well as meeting with them. Details of the efforts to negotiate are set out below.
- 4.5 At paragraph 25 the Circular encourages the acquiring authority to engage with affected parties as these negotiations can
- “help to build up a good working relationship with those whose interests are affected by showing that the authority is willing to be open and to treat their concerns with respect.”*
- 4.6 Mindful of this guidance SMBC has
- sought to engage with landowners;
 - kept them informed of the progress of the scheme; and
 - actively sought and positively participated in discussions with those owners.
- 4.7 In addition, SMBC has undertaken to meet the reasonable professional fees and costs incurred by those with whom it has been negotiating.

5.0 Objectors

OVERVIEW

- 5.1 SMBC received 53 objections to the CPO – this section deals with the land take objectors.
- 5.2 Prior to the making of the Order SMBC identified those with an interest in land and engaged with each of them. Set out below are details of those objectors with whom provisional agreement has been reached. Agreements are being documented which, when complete, will lead to the withdrawal of the relevant objection.

BACKGROUND AND CONTEXT

- 5.3 The majority of affected parties are represented by agents. John Seed at Brown Rural acts for more claimants than any other agent.
- 5.4 At the initial stage of my involvement I sought to introduce uniformity and an extra layer of accountability to fee reimbursement, the hourly rates with Mr Seed and most other agents having been agreed. In this context the fee policy (copy at Appendix HC1) was drafted and circulated by letter dated 17 February.
- 5.5 A number of the agents, but Mr Seed in particular, have sought to argue that the fee policy is, in some way, inappropriate or unworkable. The situation has been reviewed by SMBC on a number of occasions and the view taken is that the policy is compliant with the guidance within ODPM Circular 06/04.
- 5.6 I have engaged extensively with Mr Seed on this matter (see the schedule of contact at Appendix HC2) but the delay caused whilst the issue was debated has meant that meetings with affected parties took place considerably later than I had expected. The knock-on effect being that fewer agreements have been concluded than I would have expected at this stage of the proceedings.

AFFECTED PARTIES

Mr ME Simpson and Mrs KO Livesey

Freehold owner of plots 1/4-1/4K and 2/9-2/9AB

Overview

- 5.7 Mr Simpson and Mrs Livesey (“Simpson and Livesey”) hold the freehold title to land interests at Hazel Grove on behalf of a trust which they are trustees. The land, which at this location extends to approximately 43 acres, was purchased by Mr Simpson’s forbears in the 1920’s and is held as an investment.
- 5.8 The land is let out to:

5.0 Objectors

- Jan Shirt (see paras 5.16 *et seq*), a private individual who keeps horses. Her occupation is under what is effectively a monthly grazing agreement. The land she occupies and which is required for this scheme is identified as plots 1/4–1/4F, 1/4K, 2/9-2/9N and 2/9AA-2/9AB
- Helen Harrison (see paras 5.12 *et seq*) under what I am advised is an unwritten tenancy and the terms for which have not, in spite of requests, been disclosed. . The land she occupies and which is required for this scheme is identified as plots 2/9O-2/9Z
- James Wainwright (see paras 6.18-6.20) a local farmer, under an annual grazing agreement, a copy of which has been provided. The land he occupies and which is required for this scheme is identified as plots 1/4–1/4F and 1/4K.

Effects of Scheme

- 5.9 If confirmed and implemented the CPO will take a significant area from each of the 3 tenants and reduce the extent of and further divide the Simpson and Livesey investment.

Concerns of affected party

- 5.10 Mr Simpson and Mrs Livesey instructed John Seed of Brown Rural to act on their behalf. After numerous requests to meet with his clients, I met with Mr and Mrs Simpson and John Seed on 16 May.
- 5.11 Notwithstanding the grounds of Objection Mr Simpson explained that his two concerns were
- To reduce the land take as far as possible, the scheme acquiring c1/3 of the property. This arises because of Mr Simpson’s perception that the prospects of development, certainly on land on the inside of the road will be enhanced and he wishes to maximise the opportunity, and
 - Ensuring access to the severed parcels.

Response to affected party’s concerns

- 5.12 Following the meeting I reverted to Naz Huda, the design manager. He explained that these issues had been raised directly with him in respect of earlier discussions and the land take had been reviewed and reduced as far as possible. He further explained that the current scheme design
- strikes a balance between minimising impact on landowner and others who might be affected by the scheme be that by noise, visually or both.

5.0 Objectors

- Some of the land identified as being required permanently can be taken temporarily if the landowner agrees
- incorporated a bridge design off Old Mill Lane that sought not only to provide access to Simpson and Livesey land but to other land and replace Public Rights of Way

Current position

5.13 Subsequent to my exchange with Mr Huda I wrote to Mr Seed on 9 June explaining what Mr Huda had said to me and attaching Heads of Terms (copy at Appendix HC3). By the Heads of Terms SMBC has offered

- to take a licence over that land that it requires temporarily
- to acquire the land it requires permanently
 - conditionally (confirmation of the CPO being potential triggers), or
 - unconditionally
- at a price to be agreed
 - at the date of agreement, or
 - a later date (trigger to be agreed) and in accordance with the compensation code

in this respect SMBC will agree the land price and reserve the position in respect of Injurious Affection if that suits the affected party

- to provide accommodation works including
 - Post and 4 rail fencing with netting, if required
 - Re-provision of gates and means of access

5.14 A schedule of my contact with Mr Seed in relation to this claimant is at Appendix HC4. I am currently awaiting a substantive response to the Heads of Terms and subsequent correspondence.

5.15 Whilst I am of the view that agreement in respect of the interests owned by Simpson and Livesey should be capable of being reached the project requires the certainty afforded by confirmation of the Order.

5.0 Objectors

Jan Shirt

Tenant of plots 1/4G - 1/4J, 2/5 - 2/5B, 2/9 - 2/9N, 2/9AA - 2/9AB

Overview

- 5.16 Jan Shirt is an occupier of grazing land, the owners of which are
- Simpson and Livesey - in respect of an area of approximately 10.5 acres. Mrs Shirt occupies this land by virtue of what is effectively a monthly grazing agreement. The scheme requires the land in plots 1/4–1/4F, 1/4K, 2/9-2/9N and 2/9AA-2/9AB, and
 - SMBC, in respect of an area of 5.2 acres. The land is occupied under licence. The scheme requires land shown as plots 2/5-2/5B

Effects of Scheme

- 5.17 Should Mrs Shirt remain in occupation until the scheme is implemented (and this is by no means certain – particularly in respect of the SMBC land where the Council has indicated it will not seek renewal of the licence when the current arrangement expires) then the majority of the land she currently occupies will be taken for the scheme. This will have a significant impact upon her ability to retain the horses she currently looks after.

Concerns of affected party

- 5.18 Mrs Shirt instructed John Seed of Brown Rural to act on her behalf. A schedule of my engagement with Mr Seed in respect of Mrs Shirt is at Appendix HC5. After numerous requests to meet with his clients, I met with Mrs Shirt and John Seed & Deborah Lund (both of Brown Rural) on 9 July. I was provided with a copy of the grazing agreement in respect of the Simpson and Livesey land after that meeting.
- 5.19 Notwithstanding the grounds of Objection Mrs Shirt's concern is that should the scheme, as designed, be built then her equestrian operation will be very significantly impacted with the loss of the majority of the area occupied. The scheme design shows that much of the SMBC land is not required permanently and Mrs Short enquired whether it was all required.
- 5.20 The extent to which the business, referred to in the objection, is impacted is difficult to assess, the nature and viability of the business being unclear. Business accounts have been requested but not provided.

Response to affected party's concerns

- 5.21 Following the meeting I reverted to Naz Huda, the design manager. He explained that the land take had been reduced as much as possible and that the SMBC land was required for

5.0 Objectors

soil deposition. A letter was sent to Mrs Shirt by SMBC (as her landlord of the land which she occupies under licence on the 3 July 2014) stating that it was unlikely that her current licence which expires in January 2015 would be renewed but SMBC would endeavour to allow her the greatest time possible to continue to use the land.

Current position

- 5.22 Subsequent to my exchange with Mr Huda I wrote to Mr Seed explaining what Mr Huda had said to me and expressing my view that with licences over both SMBC and Simpson and Livesey land, his client did not have a compensatable interest. I await his response.
- 5.23 Given the uncertainty arising it is essential that SMBC has the ability to compulsorily acquire the land identified in the Order.

United Utilities

Freehold owner and occupier (in part) of plots 1/5 – 1/5E

Overview

- 5.24 United Utilities (“UU”) is the statutory water and sewerage undertaker for the area affected by the Order. It is the owner of a parcel of land amounting to approximately 10.8 acres located on Buxton Road which is the location for the proposed junction marking the commencement of the A6 MARR. The land comprises a covered reservoir which is in operational use by the owner and non-operational land adjacent.
- 5.25 The proposed scheme does not impact on the reservoir or the use of the land by the owner.
- 5.26 The non-operational land, identified as plots 1/5-1/5E, extends to approximately 4 acres. The land is let to Josephine Carter for horse grazing. This use is documented under an agreement which commenced in 2011 for a term of 5 years but which is capable of being determined ahead of the term date.

Effects of the Scheme

- 5.27 The proposed scheme impacts upon the site in two ways. Firstly there is a permanent take of approximately 1.22 acres which is to accommodate the construction of noise bunds. Secondly approximately 3 acres has been identified for use as a site compound in connection with the works.
- 5.28 The effect of the scheme will impact upon the tenant of the land. Pedestrian and vehicular access to the site is currently obtained at the eastern boundary direct from Buxton Road. As a consequence of the scheme this access will be closed with access being retained from Buxton Road at the main access point to the western end of the site

5.0 Objectors

- 5.29 The scheme will also result in a permanent loss of grazing area due to the gradient of the noise bund which will be unsuitable for animals. SMBC has indicated to the land owner that it is, subject to terms, willing to take temporary occupation of the land required for a compound – clearly should this be achieved then it will be unavailable during the works but be returned on completion

Concerns of affected party

- 5.30 UU is represented by John Seed of Brown Rural. The tenant Josephine Carter currently does not have any professional representation.
- 5.31 Notwithstanding the grounds of Objection my understanding of UU concerns are:
- Any possible impact on the operational use of the site
 - The scope of accommodation works to ensure the protection of the reservoir
- 5.32 A site meeting was held with Josephine Carter on the 10th June 2014. She expressed concern at the loss of access to the site and the impact the use of the compound area would have on her animals. As a resident living adjacent to the land the environmental impact of the scheme and the loss of visual amenity were also commented upon.

Response to affected party's concerns

- 5.33 The land take identified is, I am advised, the minimum required to facilitate scheme delivery. The Scheme Design Manager, Naz Huda, has been in consultation with UU' Engineers to agree the scope of the accommodation works to safeguard the reservoir from any possible effects of the new highway.
- 5.34 The noise bunds located on the land are required to mitigate the environmental impact on dwellings located on Buxton Road. Their design has been made to minimise the land take.
- 5.35 Access to the site from the A6 is being retained and will continue to serve the retained, operational land (see the plan at Appendix HC6).

Current Position

- 5.36 Discussions have been held with UU' surveyor, John Seed, to agree the basis of compensation (See Appendix HC7). Initial discussions have indicated that, given the nature of the tenancy granted to Josephine Carter (which I understand allow UU to terminate the agreement on 3 months' notice), UU would be offering vacant possession.
- 5.37 The tenant has been met and her concerns regarding the extent of the temporary land take noted. Regard will be made to this in further discussion with the Council's appointed contractor.

5.0 Objectors

- 5.38 I consider that agreement ought to be capable of being concluded but SMBC requires the certainty afforded by confirmation of the Order.

Network Rail

Freehold owner of plots 1/7, 4/4 and 9/8 - 9/8C

Overview

- 5.39 Network Rail owns and maintains railway infrastructure across the United Kingdom. The A6 MARR scheme requires 4 crossings of operational infrastructure.
- 5.40 NR submitted an objection the response to which was set out in SMBC's Statement of Case, sent to all affected parties on 16 May 2014

Effects of Scheme

- 5.41 The A6 MARR scheme crosses 4 operational rail lines, including the West Coast Mainline.

Concerns of affected party

- 5.42 NR is a statutory undertaker and obligated to ensure the protection of its undertaking.

Response to affected party's concerns

- 5.43 SMBC has worked closely with NR to ensure that there are no adverse operational impacts.

Current position

- 5.44 NR has indicated it is satisfied with design and has indicated its willingness to enter into an undertaking in NR's standard form.

Mark Allun Gwinnett, Paul Vivian Gwinnett, Karl Shay Gwinnett and Karl Thomas Gwinnett

Freehold owner of plots 1/8 – 1/8A

Overview

- 5.45 Mark Allun Gwinnett, Paul Vivian Gwinnett, Karl Shay Gwinnett and Karl Thomas Gwinnett ("Gwinnett") own the freehold of the former Simpson's sausage factory on the A6 and hold it, together with the land located nearby which includes plots 1/8 to 1/8A, as an investment.
- 5.46 Peak Gas Ltd (company owned by the Gwinnetts) submitted an objection on 9th January 2014. The basis of the objection was the potential impact of A6 MARR on their multi tenanted business park. They are concerned that the majority of their car parking will disappear and several of their tenants will lose their units.

5.0 Objectors

Effects of the Scheme

- 5.47 The scheme proposal severs the Gwinnett ownership, the land to be acquired being tenanted in part and, we are advised, for car parking for occupiers of the former Simpson’s Sausage Factory (the multi tenanted premises).
- 5.48 The land that will sit on the eastern side of the new road, identified as being required but which SMBC requires only temporarily, is Green Belt and currently under-used.
- 5.49 The land to be taken, whilst identified as car parking for Simpson’s Sausage factory does not appear to be used for that purpose, the gate appearing to be locked on each of the occasions we have visited the site.
- 5.50 Many of those listed in the Schedule to the CPO have vacated and new occupiers are *in situ*. Our understanding is that the current interests are as follows

Landlord – Gwinnett

Tenant	Term
Peak Gas Limited	15 years from September 2002
Greenwood Fencing and Gates	12 months from 30 October 2013
Westfield Installations Limited	12 months from 16 December 2013
Michael Siddall	12 months from 02 December 2013
James A Blomeley	12 months from 12 December 2013
Antony Gough	12 months from 14 November 2013
Paul Felstead t/a Paul Felstead Interiors	12 months from 02 March 2014

Head leaseholder - Peak Gas Limited

Tenant	Term
Womack & Knapton Limited	12 months from 25 June 2014
A6 Tile Solutions	2 years from 02 March 2013
Enigma Studios Limited	5 years from 01 July 2012
Strategy BJJ	12 months from 24 April 2014
Phoenix Labels Limited	12 months from 02 June 2013
4 UR Events	12 months from 03 June 2013
The Cake & Bake Company	12 months from 14 April 2014
Great Image Limited	5 years from 01 July 2012
Purple Turtle Motorcycle Company	12 months from 25 October 2013

Concerns of the Affected Party

- 5.93 Notwithstanding the grounds of objection Gwinnet is concerned
 - as to the loss of parking on occupiers of the Simpson Sausage factory site,
 - that his property will be on a stopped up section of highway (a dead end for all but buses) and that the loss of visibility will impact upon occupiers and consequently its investment, and
 - the loss of rental income from the land to be acquired

5.0 Objectors

Response to the concerns of the affected party

- 5.94 The land take identified is, as Naz Huda explains in his evidence, the minimum required to construct the scheme. Investigations have been undertaken with SMBC planning officers to ascertain the possibility of those occupiers currently on the land which is the subject of acquisition being relocated on the retained land. Planners at SMBC do not consider this use as being in accordance with current planning policy due to the land designation.
- 5.95 The impact of the loss of car parking space is, as Naz Huda further advises, addressed by the provision of 10 car parking spaces on the cul-de-sac created by the scheme. Whilst it is not possible to dedicate these solely for Gwinnett's tenants it is not considered that there will be great competition for these spaces given the lack of other commercial users with parking requirements in the immediate locality.
- 5.96 Insofar as Gwinnett suffers a loss then it will be compensated in accordance with the compensation code

Current position

- 5.97 Gwinnett instructed Ian Coulson of Coulson Property Services Ltd to represent their interests. Having been advised of his instruction I contact Mr Coulson by email on 20 February and arranged to meet him at his office on 27 February.
- 5.98 As the schedule of contact at Appendix HC8 confirms that, subsequent to the initial meeting, there has been extensive dialogue with Mr Coulson
- 5.99 Mr Coulson has confirmed he will be drafting a basis of claim very soon. Whilst agreement on terms is possible SMBC requires the certainty afforded by the confirmation of the Order to assemble the land required for scheme delivery.

5.0 Objectors

John Walker Cartwright, Carol Ann Kan-Hai and Catherine Maria Perry

Owners of plots 2/1 - 2/1F, 2/2, 3/8 - 3/8D

John Walter Cartwright, Ella Dawn Cartwright and Janice Valerie Cartwright

Owner and occupier of plot 2/2

Ella Dawn Cartwright, Catherine Cartwright and John Patrick Cartwright

Occupier of plots 2/1 - 2/1F and 3/8 - 3/8D

Overview

- 5.100 John Walker Cartwright, Carol Ann Kan-Hai and Catherine Maria Perry (“Cartwright, Kan-Hai and Perry”) are the joint owners of Norbury Hall, Macclesfield Road, Stockport. Norbury Hall is an imposing substantial brick built house held together with cottages, outbuildings and land
- 5.101 Ella Dawn Cartwright, Catherine Cartwright and John Patrick Cartwright (“Cartwright, Cartwright and Cartwright”) have an occupational interest over land and property owned by Cartwright, Kan-Hai and Perry.
- 5.102 John Walter Cartwright, Ella Dawn Cartwright and Janice Valerie Cartwright (“Cartwright, Cartwright and JV Cartwright”) own and occupy plot 2/2.
- 5.103 The Cartwright family has had a substantial land and property interest at this location for many years. The family occupy the buildings and graze horses and/or mow the land for hay.

Effects of Scheme

- 5.104 The effect of the scheme is
 - to acquire 12.2 acres of land from the Cartwright family for the road
 - to require amendments and improvements to the existing junction between the Cartwright family property and Macclesfield Road
 - to adversely impact on the enjoyment of the retained property

Concerns of affected party

- 5.105 The Cartwright family has instructed Richard Morris of Impey and Co, a Stockport based firm of Chartered Surveyors, to act on their behalf. I met with Mr Morris at his office on 19 March to discuss the scheme.

5.0 Objectors

5.106 Notwithstanding the grounds of Objection, Mr Morris explained that his clients were accepting of the scheme but had reservations as to the design of the junction between their property and Macclesfield Road, the extent to which vehicles were physically able to turn in when travelling north (which necessitates a turn sharper than 90°) and the potential difficulties created with vehicles of different speeds (agricultural vehicles and other road users) converging.

Response to affected party's concerns

5.107 Following the meeting I reverted to Naz Huda, the design manager. He explained that the design of the junction had been reviewed following earlier concerns raised by the Cartwright family. Mr Huda explained that the Cartwright family was seeking a dedicated right turn (for vehicles travelling south) but that the traffic modelling did not identify a requirement for this.

Current position

5.108 Subsequent to my exchange with Mr Huda and Mr Morris I have issued Heads of Terms to Mr Morris on 13 June in respect of each of the 3 Cartwright family interests (see Appendix HC9). By the Heads of Terms SMBC has offered

- to acquire the land it requires permanently
 - conditionally (confirmation of the CPO being potential triggers), or
 - unconditionally
- at a price to be agreed
 - at the date of agreement, or
 - later date (trigger to be agreed) and in accordance with the compensation code

in this respect SMBC will agree the land price and reserve the position in respect of Injurious Affection if that suits the affected party

- to provide accommodation works including
 - Post and 4 rail fencing with netting, if required
 - Re-provision of gates and means of access

5.109 As is demonstrated in the schedule of contact at Appendix HC10 I have had neither response nor acknowledgement from Mr Morris in spite of emails chasing a response and offering a meeting.

5.0 Objectors

5.110 I am of the view that agreement in respect of the interests owned by the Cartwright family is capable being reached. SMBC does, however, require the certainty afforded by the confirmation of the Order to assemble the land required for scheme delivery in the event agreement is not possible.

Klondyke New Limited

Owner of plots 2/3 - 2/3B

William Strike Limited

Occupier of plot 2/3 – 2/3B

Overview

- 5.111 The affected party, Klondyke Properties Limited (“Klondyke”) acquired the freehold of the Brookside Garden Centre from administrators in December 2008.
- 5.112 Klondyke has granted a lease over the operational garden centre to William Strike Ltd (“William Strike”), a company within the same group as Klondyke.
- 5.113 The car park used by the Garden Centre is owned by MJ & MP Garner (see paras 6.56-6.57) and let to Brookside Garden Centre Limited and CEM & FJ Halsall under a lease. I understand when Klondyke purchased Brookside Garden Centre Limited the lease transferred to Klondyke without having to go through with an assignment. No assignment documentation has been provided in any case.
- 5.114 Brookside Garden Centre has a number of sub tenancies that are held between William Strike and the sub tenants. These are as follows
- Lease dated 18 April 1995 between Brookside Garden Centre Limited and Colin Pryce for a term of 10 years to expire on 16 April 2005. These are the restaurant premises – the tenant is holding over on the basis of a periodic tenancy, the fixed term having expired in 2005.
 - Licence dated 12 April 2012 between William Strike and Klondyke Properties Limited and Christopher Edward Morris Halsall relating to the use of a railway line and buildings at Brookside Garden Centre.
 - Lease dated 23 April 2011 between William Strike Limited and Advisory Aquatic Centre Limited
 - Lease dated 09 August 2010 between William Strike Limited and Pietro Cofano and Rebecca Cofano trading as Deli Cofano

5.0 Objectors

5.115 Ian Coulson of Coulson Property Services submitted separate Objections on behalf of Klondyke and William Strike.

5.116 The garden centre site (an expression which, for this purpose, includes both the garden centre and its car park) has two access points – the more southerly is for customer vehicles (with most subsequently turning left, over the narrow gauge railway, and into the car park) whilst the more northerly access point is used by customers leaving the garden centre and for both access and egress for vehicles (principally lorries) servicing the site

Effects of the scheme

5.117 The promoted scheme requires the permanent closure of the more northerly access (following acquisition of plot 2/4D) and modifications to the more southerly access.

5.118 Constraints with the southerly access and within the site means that operation of the garden centre will not be possible without significant works to widen the entrance, construction of a new road over Norbury Brook and the narrow gauge railway (requiring demolition of Romany's Restaurant) into the car park and associated changes

Concerns of the affected party

5.119 As indicated above Klondyke and William Strike have instructed Ian Coulson to represent them. I met with Mr Coulson initially on 28 February 2014 and, as is shown in the schedule of contact at Appendix HC11, there has been extensive communication between the parties subsequently.

5.120 Notwithstanding the grounds of Objection the primary concern relates to ensuring suitable access to and egress from the site.

Response to the affected party's concerns

5.121 It is recognised that the closure of the more northerly access point without improvements to the more southerly access will render the garden centre virtually unusable. SMBC has been working closely with the affected parties' advisory team to consider issues, options and solutions.

Current position

5.122 Various options for reconfiguring access and egress have been considered. The preferred option is that referred to above.

5.123 Following meetings the advisory team to Brookside Garden Centre has undertaken feasibility studies to establish the extent to which their preferred solution is cost effective and represents a fair mitigation for any loss they may incur as a result of building the A6 MARR.

5.0 Objectors

- 5.124 With the reconfiguration proposed then it is my firm view that the garden centre will eventually benefit from the A6 MARR as, in addition to significantly increased traffic passed the property, it has been proposed to provide suitable signage on the new road advertising the presence of the garden centre and model railway
- 5.125 Whilst a private treaty agreement is possible, SMBC requires the certainty afforded by the ability to compulsorily acquire the land in the event that agreement is not concluded.

Helen Harrison

Occupier of plots 2/90 - 2/9Z

Overview

- 5.126 Helen Harrison has, I understand an oral periodic tenancy to occupy land (both at the site of the riding school and woodland to the south of the existing A6) and buildings (at the site of the riding school) from which she runs her riding school and livery yard – Mill Hill Riding School.
- 5.127 There is, as far as I have been able to establish having spoken with both landlord and occupier’s agents, no written agreement documenting the occupation, nor do I have a summary of the terms of the oral agreement by which Helen Harrison occupies.
- 5.128 Ms Harrison lives at 1 Red Row (fronting the A6) in sufficiently close proximity to Mill Hill Riding School that she can walk to the riding school in the event of an emergency when not at work.

Effects of the scheme

- 5.129 The riding school is heavily stocked and is, it appears, very popular. The effect of the scheme is to reduce the area of land at Mill Hill Riding School by approximately 1/3 – a significant effect, particularly when one has regard to the number of horses on site.

Concerns of the affected party

- 5.130 Helen Harrison has instructed Sue Steer of Steer Ethelston to represent her. Mrs Steer submitted objections both in respect of the riding school (from which land is taken) and in respect of Helen Harrison’s interest in her private dwelling (from which no land is taken).
- 5.131 Having met with Sue Steer and subsequently with Mrs Steer and Helen Harrison on site, Ms Harrison’s concerns are
- The viability of her business. It is her principal source of income and, in the absence of any other provision, her pension
 - The welfare of her horses

5.0 Objectors

Response to affected party's concerns

- 5.132 As the evidence of Naz Huda confirms the land take has been minimised as far as possible. The land required is the minimum required to deliver the scheme.

Current position

- 5.133 I made initial contact with Sue Steer on 20 February and met with her, at her office, on 25 February. At that meeting I requested details of Ms Harrison's lease and accounting information – confirming that request in my email dated 2 March. As is evidenced in the schedule of contact at Appendix HC12 there has been regular contact with Mrs Steer subsequently and frequent requests for the accounting and lease information. I have, on each occasion stressed the importance of this information - but neither has been produced.
- 5.134 As indicated above I am advised that there is no written lease, the tenant occupying on what I understand to be a monthly tenancy. I do, however, understand that following my approach to both landlord and tenant their representatives have met and are proposing to enter into a documented agreement. The document has yet to be completed – even if terms have been agreed.
- 5.135 Similarly, because there is no need for the business to produce accounts, Helen Harrison being a sole trader, none is produced. Notwithstanding this I have pointed out to Mrs Steer that, in accounting for tax, Helen Harrison has sufficient data to provide an indication as to the business performance, and have requested this.
- 5.136 During our discussions Mrs Steer has suggested, somewhat surprisingly, that the flow of information has been one way ie her to me, and that acquiring authority should show good faith by setting out the accommodation works it proposes to provide and/or pay for. I have responded pointing out that accommodation works are works undertaken or paid for (in whole or part) to mitigate compensation and that an assessment of the compensation is integral to determining the extent of the works or contribution for them.
- 5.137 Until such time as details relating to tenure (in particular) and the financial performance of the business are resolved, concluding an agreement will be difficult.
- 5.138 SMBC requires the certainty afforded by Order confirmation to ensure scheme delivery.

Michael Kingsley

Owner of plots 4/10 - 4/10G

Overview

- 5.139 According to the Schedule to the CPO and information provided by Mr Kingsley in responding to the Requisition for information he owned 2 separate parcels of land that are

5.0 Objectors

affected by this scheme – the first being adjacent to the Woodford Road crossing, and the second being a block of land accessed off Clays Lane

- 5.140 It was understood by both SMBC at the time of making of the Order and by me at the time of my instructions that Mr Kingsley owned both the land edged hatched purple (title number CH623734) and that immediately adjacent and hatched green (with title numbers CH316811, CH31685 and CH316814) as shown on the plan at Appendix HC13. Subsequent to my instruction I became aware that Mr Kingsley had disposed of his interest in land hatched purple (including that identified as plots 3/2-3/2AD) to the Highways Agency following service of a Blight Notice. Mr Kingsley confirmed this and our discussions continued in respect of the land hatched green (with title numbers CH316811, CH31685 and CH316814), which I understood to be owned by him.
- 5.141 Mr Kingsley advised me on 11 August that the land edged green (which incorporates plots 4/10-4/10G) is not owned by him but is owned by, but not registered at the Land Registry to, Glenhazl Ltd, a Michael Kingsley owned company. Mr Kingsley suggested that the transfer to Glenhazl took place some time ago and at a time when he controlled both the land edged blue and edged red. Having control of both plots enabled him, he claims but has yet to evidence, to grant for the benefit of the land edged green, rights running North-South over the land hatched purple. These alleged rights allow, I was advised, passage of all vehicles at all times and for all purposes
- 5.142 I have undertaken a Land Registry search; as at 9 July 2014 the land hatched green (with title numbers CH316811, CH31685 and CH316814) was registered to Michael Kingsley as Administrator of Marques Kingsley – not Glenhazl Properties Ltd (the new - as of September 2013 - name of the company formerly known as Glenhazl Ltd).
- 5.143 It is further understood that the Highways Agency considered that they, when purchasing the land hatched purple under Blight, that they were buying the totality of Mr Kingsley's ownership at this location.
- 5.144 It is not clear why, if the transfer has taken place (and for the rights referred to above to have been granted it must have taken place prior to the transfer of the land hatched purple to the Highways Agency), the ownership is not registered, there being a legal obligation on the purchaser to register title.
- 5.145 Given the confusion as to ownership SMBC Legal has issued a s16 Requisition for Information, the response to which is awaited.
- 5.146 When completing an earlier Requisition for Information Mr Kingsley indicated no third party occupation of the land hatched green (with title numbers CH316811, CH31685 and CH316814), yet when I drove passed on 30 April there were stock grazing. Subsequent

5.0 Objectors

investigations have revealed that the land is occupied by Jim Wainwright (see above), on a documented annual grazing agreement.

- 5.147 The Clays Lane land is occupied by David Hall, also on a documented annual grazing licence.
- 5.148 For the purposes of this Inquiry I will refer to the land hatched green (with title numbers CH316811, CH31685 and CH316814) as Woodford Road land, and deal with this and the Clay Lane land separately. I shall further assume, although it was not explicit, that when submitting his objection Mr Kingsley was acting on behalf of whichever entity or person does own the land at Woodford Road as well as on his own behalf in respect of the Clays Lane land.

Woodford Road land – plots 4/10-4/10G

Effects of the scheme

- 5.149 The scheme was designed at a time when, as explained above, Mr Kingsley was understood to own both the land hatched purple and the land hatched green (with title numbers CH316811, CH31685 and CH316814). This is material because, with the land understood to be in single ownership, it was proposed that access to the totality of this land be taken from the north (off Woodford Road) and across an accommodation bridge. Whilst the bridge remains a scheme design it no longer connects with what I now Mr Kingsley advises is Glenhazl Ltd owned land. The net effect is that, in spite of SMBC best intentions, access to the affected (Glenhazl) land appears to not possible.

Concerns of the affected party

- 5.150 In addition to concerns Mr Kingsley has as to how he will access the retained agricultural land he has advised, during meetings, that he requires rights to allow him to access land he owns to the south of this block of and separated from the land hatched green and purple by land in third party ownership).
- 5.151 My understanding is that the block of land referred to above be that block of land surrounding Lower Park Primary School and land hatched green and with title number CH257462 –on the plan at Appendix HC13. Mr Kingsley has advised that this land is the subject of an option in favour of Persimmon.
- 5.152 This land can be accessed from Hazelbadge Road, Mr Kingsley having bought the properties at the junction of Hazelbadge Road and Chester Road, to enable a bell mouth to be constructed. The land situated between this land and PE Jones Land (that block sitting immediately to the south of the land hatched green (with title numbers CH316811, CH31685 and CH31681) is owned by Donald Lomas, Gwendoline Bourne,

5.0 Objectors

Stanley Wainwright and Janet Bourne (related to Bourne, Zeiss, Lomas and Mort – see 5.177 *et seq*). Mr Kingsley contends that should this land come forward for development that the owner/developer would need to cross his land (and PE Jones' land) and that, accordingly an element of marriage value arises. He therefore insists that he be provided with an access suitable for development purposes on to Woodford Road (including provision for a ghost island within the existing or realigned Woodford Road) from the land hatched green (with title numbers CH316811, CH31685 and CH31681) or the rights he alleges running north south through the land edged hatched purple are reinstated and connected in to.

Response to the concerns of the affected party

- 5.153 Once Mr Kingsley had made SMBC aware of the sale of the land hatched purple to the Highways Agency and that he, consequently, would have no access the land hatched green (with title numbers CH316811, CH31685 and CH31681) if the scheme were built as designed I spoke with Naz Huda who has forwarded me a plan showing an agricultural access directly off Woodford Road. This design has been forwarded to Mr Kingsley for comment.
- 5.154 Whilst negotiations continue SMBC requires the certainty afforded by the confirmation of the Order to enable site assembly and scheme delivery.

Clays Lane land – plots 8/4 - 8/4AA

Effects of the scheme

- 5.155 Mr Kingsley has acquired this block land over a period of time (in at least 2 transactions), the most recent purchase being that block that includes plots 8/4I, 8/4J, 8/4K, 8/4L, 8/4Y, 8/4Z and 8/4AA. This block of land was acquired from Barkway Land Limited (now in administration) the company which I understand acquired Bolshaw Farm, lotted it up and sold it.
- 5.156 The effects of the scheme as originally drafted were to
- Take a significant area of land,
 - take land that connected two parcels of land in Mr Kingsley's ownership, and
 - restrict access by re-modelling the junction between Clays Lane and its junction with Wilmslow Road

Concerns of the affected party

- 5.157 Mr Kingsley considers that this land has significant development potential and he is, therefore, keen to

5.0 Objectors

- minimise land take,
- ensure connectivity between his two land parcels, and
- to ensure suitable adopted highway to his boundary

5.158 Following representations by Mr Kingsley, SMBC has redesigned the scheme such that

- The sliver of land linking Mr Kingsley's 2 parcels of land remains in his ownership
- The junction between Clays Lane and Wilmslow Road has been re-designed such that there is an adopted highway to Mr Kingsley's boundary

5.159 Response to concerns of the affected

Negotiations in respect of both Woodford Road and Clays Lane

5.160 I contacted Mr Kingsley on 26 February, initial by telephone and subsequently by email. We arranged to meet on 10 March in my London office. At that meeting Mr Kingsley explained his development aspirations for both plots

5.161 I have subsequently been contacted by Bruton Knowles, a firm of Chartered Surveyors, who in their letter dated 4 April, claimed to be acting for Mr Kingsley. I responded to Bruton Knowles on 8 April and have, in the interim, sought confirmation of Bruton Knowles instruction from Mr Kingsley.

5.162 I attach, at Appendix HC14, a schedule of contact (both actual and attempted) with Mr Kingsley. This demonstrates discussions over a protracted period.

5.163 It should be noted that, on 13 June 2014, I sent Mr Kingsley Heads of Terms for an agreement that would see SMBC acquire the required land interests and secure the withdrawal of his objection (copy at Appendix HC15). To date, and in spite of chasers, I have yet to receive a response to these Heads of Terms.

Roger Graham Hall, Susan Wendy Allen, David Ralph Hall and Douglas Charles Hall

Owner and occupiers of plots 3/3 – 3/3E

David Ralph Hall

Tenant of plots 3/4 - 3/4U, 3/7 – 3/7M and 4/5A

Overview

5.164 From the information I have been able to gather David Hall and his sister Wendy Allen are in partnership farming about 500 acres, milking 250 cows and rearing replacement stock.

5.0 Objectors

- 5.165 Of the land farmed approximately 200 acres is shown in the Schedule to the CPO as being owned by Hall Brothers. I have established that Hall Brothers are actually David Hall, Wendy Allen and their 2 cousins Roger Hall and Douglas Hall. I am advised that there is no written agreement in place between Hall Brothers (as landlord) and David Hall & Wendy Allen (as occupiers)
- 5.166 Where land is rented my understanding is that it is rented by David Hall. Rented land includes
- an area rented from Bramhall Golf Club on a full Agricultural Holdings Act tenancy, the totality of which is required for this scheme and identified as plots 4/5-4/5I,
 - a significant area owned by Bourne, Zeiss, Lomas and Mort (see paras 5.177 *et seq*) on an annual grazing licence and which includes plots 3/4-3/4U
 - c40acres from Brian Daniel under an annual grazing licence, an area that includes plots 3/7-3/7M
 - a small area owned by Jeff Bagley, occupied on an *ad hoc* basis and which includes plots 4/8F-4/8K.

Effects of Scheme

- 5.167 The effects of the scheme on the Hall family owned land is not significant affecting c1acre – and not all is required permanently – and not severing any land.
- 5.168 The impact on the rented land and the business is greater:
- The Bramhall Golf Club land (plots 4/5-4/5L) is required in totality
 - The area of land (0.38acres) licensed from Bagley (plots 4/8F-4/8K) is required temporarily
 - c6.75acres of land, identified as 3/7-3/7M, is required permanently from the land rented from Brian Daniel
 - The Bourne, Zeiss, Lomas and Mort land is bisected by the acquisition of plots 3/4-3/4U. Access to the severed section is via an accommodation bridge to be constructed on adjoining land and which the owners will have rights to use at all times and for all purposes.
- 5.169 It should be noted that with the exception of the land rented from Bramhall Golf Club the tenancies for other land are precarious. Whilst Mr Hall has occupied much of the land for many years, renewing agreements annually, he has no certainty of occupation.

5.0 Objectors

Concerns of affected party

5.170 David Hall's principal concerns are

- The extent to which the accommodation bridge can accommodate agricultural vehicles
- The location of the accommodation bridge, he being concerned that the access to the severed land is less commodious than if the bridge were located further east
- The potential for noise to Mill Hill Farm (where Mr Hall lives)
- Implications on volume of traffic on Woodford Road

Response to affected party's concerns

5.171 The impact of the scheme, assuming David Hall were to remain in occupation of the land left following acquisition, will be to affect the day to day operations with some likely to take a little longer. It may be that the loss of land requires a reduction in stocking numbers which could, in turn, impact upon viability but this is a point that has yet to be raised by Mr Hall.

5.172 I am advised by Naz Huda that SMBC has

- Minimised the land take as far as possible
- Designed the accommodation bridge to meet the requirements of all those who require access across it and having consulted upon it extensively. Whilst it may not be as all parties want it the positioning is considered the best fit having regard to all factors
- The bridge is designed to accommodate all agricultural vehicles that will wish or have a need to use it
- The road is designed such that the road is in cutting and/or constructed with a bund alongside, the intention being to mitigate visual and noise effects
- The volume of traffic using Woodford Road, passed Mill Hill Farm is predicted to drop.

5.173 Notwithstanding this it is noted that, in respect of the rented land, Mr Hall may not be in occupation of it at the date the CPO is implemented, a number of the agreements expiring before then.

5.174 It is, of course, the case that opportunities and challenges afforded by the land will be reflected in the rent paid

5.0 Objectors

Current position

- 5.175 David Hall and Hall Bros have instructed John Seed of Brown Rural to represent them. Following a hiatus whilst Mr Seed discussed the payment of his fees with SMBC and after requests to meet with Mr Hall I finally met with him on 2 July. I reported the outcome of that meeting to my client on 3 July and, as the schedule at Appendix HC16, I emailed John Seed confirming the queries raised at our meeting. I have chased for a response but am yet to receive one.
- 5.176 On 6 August I met with John Seed at Mill Hill Farm to discuss the Bourne, Zeiss, Lomas and Mort land and David Hall was in attendance (see below). I once again raised the question as to the requested information following which I will be able to make an offer to both David Hall & Wendy Allen and Hall Bros.

Janet Bourne, Jill Zeiss, Anne Lomas and Hazel Mort

Owner and occupier of plots 3/4 – 3/4U

Overview

- 5.177 Janet Bourne, Jill Zeiss, Anne Lomas and Hazel Mort are 2 pairs of sisters and cousins who, I understand from David Hall, inherited approximately 100 acres of agricultural land from their uncle approximately 10 years ago.
- 5.178 I am advised by John Seed and David Hall that the agricultural land is let, as a single block, to David Hall under an annual grazing agreement together with an adjoining block of land that I am advised by David Hall Bourne, Zeiss, Lomas and Mort have a 30% ownership interest in.

Effects of Scheme

- 5.179 As indicated above, the effect of the scheme is to bisect the land holding. Access to the southern portion is via the accommodation bridge that it is proposed will be constructed to the west of the landholding

Concerns of affected party

- 5.180 I am advised by David Hall and John Seed that the owners concerns are the same as to the occupier ie as to the ability of the occupier to farm the land given that it is severed and restrictions that may arise because of the design and location of the accommodation bridge.

Response to affected party's concerns

- 5.181 I am advised by Naz Huda that SMBC has:

5.0 Objectors

- Minimised the land take as far is possible
- Designed the accommodation bridge to meet the requirements of all those who require access across it and having consulted upon it extensively. Whilst it may not be as all parties want it the positioning is considered the best fit having regard to all factors
- The bridge is designed to accommodate all agricultural vehicles that will wish or have a need to use it
- The scheme is designed such that the road is in cutting and/or constructed with a bund alongside, the intention being to mitigate visual and noise effects

Current position

- 5.182 Bourne, Zeiss, Lomas and Mort instructed John Seed of Brown Rural to represent them. There was a hiatus whilst Mr Seed discussed the payment of his fees with SMBC (See Appendix HC2). Subsequent to that, and as per the schedule of contact at Appendix HC17, I have sought to meet with the affected party. A meeting was arranged with Hazel Mort on 2 July. Unfortunately work commitments meant that Ms Mort had to cancel the meeting at short notice
- 5.183 A subsequent meeting was arranged for 6 August. Again work commitments meant that Ms Mort cancelled the meeting at short notice (less than 4 hours' notice) but I did meet with Mr Hall and Mr Seed to discuss the owners' issues.
- 5.184 Whilst it is unfortunate that I have not been able to meet the affected party I consider that I had sufficient information to issue Heads of Terms and this was done on 31 August. A copy of the Heads of Terms is at Appendix HC18.
- 5.185 Whilst I consider that agreement on terms ought to be capable of being achieved SMBC requires the certainty afforded by the Order to ensure land assembly.

Mr and Mrs P Wood

Owner and occupier of plots 3/6 – 3/6A

Overview

- 5.186 Mr and Mrs Wood acquired the property known as Coppice End, Mill Hill Hollow several years ago and, I am advised by them and John Seed (their agent) that they have invested considerably in the property. Mr and Mrs Wood occupy the property as their principal residence.

5.0 Objectors

Effects of Scheme

- 5.187 The road scheme passes perpendicular to the end of Mr and Mrs Wood's garden. The effect will be to significantly change what is currently a largely unspoilt and quiet aspect to the rear of their property.
- 5.188 As part of the scheme works the footpath that runs from Barlow Fold Farm and into Mill Hill Hollow (immediately along Mr and Mrs Wood's northern boundary is to be diverted northwards under the road and connected back into the existing footpath on land owned by Mr and Mrs Wood.

Concerns of affected party

- 5.189 Mr and Mrs Wood have significant reservations about the impact of the scheme on the amenity of their property, with particular concerns about noise and visual intrusion.

Response to affected party's concerns

- 5.190 Whilst there is no doubt that the scheme will change the rear aspect of Mr and Mrs Wood's property SMBC has sought to mitigate it as far as possible, lowering the vertical alignment and designing noise mitigation fencing (which will further reduce the visual intrusion).
- 5.191 In addition SMBC has re-designed the balancing pond proposed for an area to the north of Mr and Mrs Wood's property so that it is not visible from the house

Current position

- 5.192 Although Mr and Mrs Wood's objection was submitted after the others SMBC had already had a number of meetings with Mr and Mrs Wood, including that which I attended, as detailed in the schedule of contact at Appendix HC19
- 5.193 Whilst discussions will continue with Mr and Mrs Wood and their agent, John Seed, SMBC requires the certainty afforded by confirmation of the Order.

Mrs Dorothy Mills

Owner and occupier of plots 3/9 – 3/9L

Overview

- 5.194 Dorothy Mills owns 40 acres of land that is situated around her residential property and known as Barlow Fold Farm.
- 5.195 Mrs Mills rescues dogs from Greece, which she subsequently brings back to Barlow Fold Farm and also has rescued a number of horses. Surplus grazing is taken by James Wainwright.

5.0 Objectors

5.196 Mrs Mills has instructed Peter Ashburner of Frank Marshall to act on her behalf and he submitted an objection dated 29 January.

Effects of Scheme

5.197 The effect of the scheme is to require a little over 2 acres of grazing land towards the rear (western boundary) or Mrs Mills' property.

5.198 An additional effect is that the public footpath and private right of way that benefits Mrs Mill's property that runs from Barlow Fold Farm to Mill Hill Hollow is bisected by the road and is to be re-routed.

Concerns of affected party

5.199 Mrs Mills has explained that her principal concerns are:

- The importance of retaining and maintaining the right of way from her property through Mill Hill Hollow – something that I was able to confirm, as others before me have. This was confirmed to Mr Ashburner in my email dated 22 May, and
- That the extent of the land take (and consequent loss of grazing) be reduced as much as possible. Mrs Mills has raised this issue previously and the land take has been reduced as far as possible.

Response to affected party's concerns

5.200 Following representations and meetings held with Mrs Mills

- the land take has been reduced as far as possible and an area of that required will be taken temporarily, if terms can be agreed.
- The re-alignment of the private right of way has been reviewed and consideration given to the creation of an additional right of way under the highway on the same alignment as the current right of way. As Naz Huda explains in his evidence
 - the creation of an additional tunnel crossing is not viable from a cost and deliverability viewpoint
 - the proposed re-routed private right of way will follow a route longer than the existing right of way but will be otherwise, no less commodious

Current position

5.201 From prior to my instruction, through design and planning processes I am advised that the project team has liaised closely and extensively with Mrs Mills.

5.0 Objectors

- 5.202 Mrs Mills has instructed Peter Ashburner of Wright Marshall (formerly Frank Marshall) to act on her behalf
- 5.203 As the schedule of contact at Appendix HC20 confirms I initially made contact with Mr Ashburner on 19 February and arranged to meet him on 27 February. Following that meeting Mr Ashburner and I met with Mrs Mills on site on 1 April. At that meeting Mrs Mills confirmed her concerns as those outlined above. The project is fully aware of Mrs Mills and her concerns and has actively and extensively engaged with her. As a consequence SMBC has been able to reduce the land take and also considered alternative alignments of the private right of way.
- 5.204 On 8 June I wrote to Mr Ashburner enclosing Heads of Terms for an agreement with Mrs Mills (copy at Appendix HC21) and as the schedule of contact shows I have sought to progress negotiations. I and other members of the project team have met with Mrs Mills and Mr Ashburner.
- 5.205 SMBC requires the certainty afforded by confirmation of the Order to ensure site assembly.

Marcus John Quiligotti, Simon Angelo Quiligotti, Bruno Ricardo Quiligotti and Lisa Gabriela Ward

Owner of plots 4/3 – 4/3G and 5/8 – 5/8F

Overview

- 5.206 I am advised that the father of the 4 co-owners purchased the block of agricultural land, which extends to approximately 30 acres, as an investment some 45 years ago. He passed away c10years ago leaving the land to his 4 children.
- 5.207 The Quiligotti family advise that they have always seen this land as having long term development potential.
- 5.208 The land is let to Mr James Wainwright under an Agricultural Holdings Act tenancy. A copy has been requested but not yet provided.

Effects of Scheme

- 5.209 The scheme as designed envisaged the acquisition of c23 acres of land. Approximately 12 acres of that total was land that had been identified for spoil disposal and was considered as being capable of being handed back, albeit re-profiled

Concerns of affected party

- 5.210 The Quiligotti family and their agent, John Seed, made it absolutely clear to the project (including at meetings with Naz Huda and Jim McMahon) that whilst they were not happy at

5.0 Objectors

the overall land loss they were particularly concerned about the land required for spoil disposal.

Response to affected party's concerns

- 5.211 Having listened to the affected parties concerns and taken advice SMBC confirmed that the land required permanently was the minimum required to construct the road but that it would no longer seek to acquire land for permanent spoil disposal.
- 5.212 Subsequently the Quiligotti family has been keen to ensure adequate access to that land which is severed and to the south of the road. SMBC has been able to facilitate the request.

Current position

- 5.213 The Quiligotti family instructed John Seed of Brown Rural to act on their behalf. Following a hiatus whilst Mr Seed discussed the payment of his fees with SMBC and after requests to meet with members of the Quiligotti family I finally met with Bruno Quiligotti and Lisa Ward at Mr Seed's office on 16 May.
- 5.214 At that meeting I explained that the project no longer proposed acquiring the land identified for spoil tipping (plots 4/3A, 4/3E, 4/33F, 4/3G and 5/8B. Bruno Quiligotti made it clear that he was delighted with this and that, subject to clarification regarding access to the land now no longer to be acquired, he was minded to withdraw his objection. I explained that I would rather seek to agree Heads of Terms to acquire the land by private treaty.
- 5.215 As the schedule of contact at Appendix HC22 shows, the Heads of Terms (Appendix HC23) were sent to John Seed on 23 May. There has been correspondence back and forth chasing and/or clarifying but I have yet to receive a substantive response. I remain of the view that agreement is capable of being reached but SMBC requires the certainty of site assembly afforded by confirmation of the Order.

Bramhall Golf Club

Owner of plots 4/5 – 4/5L

Overview

- 5.216 Bramhall Golf Club is an 18 hole private members golf course with clubhouse and associated green keeping facilities. It is located on Ladythorn Road close to the centre of Bramhall
- 5.217 In addition the club owns 15 acres of agricultural land – land that does not form part of the operational golf course. The land is currently occupied under an Agricultural Holdings Act tenancy by David Hall (see paras 5.164 *et seq*)

5.0 Objectors

Effects of Scheme

5.218 The scheme involves the acquisition of the entirety of the agricultural land and displacement of the tenant.

Concerns of affected party

5.219 The Golf Course is concerned about the effect of investment income, the effect of the loss of land on the amenity of the golf course (primarily visual), drainage concerns and the increased noise that will emanate from the use of the road.

Response to affected party's concerns

5.220 The club appointed Mr Graham Bowcock of Berrys to act on its behalf. Several meetings and exchanges of correspondence took place between the parties and their respective agents to understand the aforementioned concerns (a schedule of contact is Appendix HC24).

5.221 Agreement has now been reached, as follows:

- The Council has agreed to acquire the land required for the road;
- bunding will be provided to reduce the noise pollution and visual impact;
- the design allows for woodland to be provided between the bunding and the course to reduce visual intrusion;
- The new road will be drained using its own drainage system and it will not rely on the golf course's existing land drainage

Current position

5.222 The agreement that has been reached for the private treaty transfer of the required interests is currently being documented. There can be no guarantee that this will have completed prior to the Inquiry and SMBC requires the right to use CPO should the need arise.

Worthington and Broadhead

Owner of plots 5/2 – 5/2B

Overview

5.223 Andrew Worthington and his sister Helen Broadhead own approximately 20 acres of agricultural land, accessed off Hall Moss Lane, Woodford. The holding was considerably larger but the construction of the A555 saw the acquisition of the farmstead (house and buildings) leaving bare agricultural land only.

5.0 Objectors

5.224 The land is occupied by livestock either belonging to Andrew Worthington (who has a farm near Chelford) or by his father-in-law.

Effects of Scheme

5.225 In order to construct the scheme SMBC requires 10,006m² (2.47acres) of land. SMBC has confirmed that, if terms can be agreed, 2,550m² (c0.6acres) is required temporarily for a site compound

Concerns of affected party

5.226 Notwithstanding the terms of the Objection I am advised that Worthington and Broadhead are willing to sell but have practical concerns, as follows

- Having regard to experiences during the construction of the A555 Worthington and Broadhead are concerned about drainage implications
- The nature of the planting on the roadside bund
- The nature of the fencing
- How the contractor was to access the land required temporarily
- What will take place on the land to be occupied temporarily and for how long

Response to affected party's concerns

5.227 I am advised by Naz Huda that:

- The land taken is the minimum required to develop the road scheme,
- The scheme drainage will be designed not to cause problems on retained land and will intercept any artificial land drains discovered during construction,
- Permanent and temporary fencing will be post and 4 rail with netting,
- That the temporary land will be required as a work compound. It will be surfaced during occupation and reinstated to agricultural use on completion of works.

Current position

5.228 Worthington and Broadhead have instructed Graham Bowcock of Berrys to act on their behalf. As the schedule of contact at Appendix HC25 demonstrates I wrote to Mr Bowcock on 17 February introducing myself and he responded on 26 February.

5.229 I met Mr Bowcock at his office on 17 March & have communicated with him subsequently.

5.0 Objectors

5.230 On 10 July I sent Mr Bowcock Heads of Terms for an agreement to acquire the land, conditionally or unconditionally, and to secure the withdrawal of the Objection. A copy of the Heads of Terms is at Appendix HC26

5.231 Negotiations are continuing and I am confident that there is no reason why agreement cannot be achieved, the principal issues being purchase price, but SMBC requires the certainty of land assembly afforded by the Order

Peter and Barbara Holmes

Owner and occupier of 5/7 – 5/7M

Overview

5.232 Mr and Mrs Holmes acquired what was then known as Moorend Farm in 1979 and developed the current 9 hole golf course and driving range in 1994.

5.233 The Golf Course outside the road alignment is subject to a permanent planning consent whilst the land required for the road has been subject to a number of temporary consents. The most recent temporary consent has expired and SMBC, as planning authority, has put a stay on enforcement action pending negotiations and the CPO inquiry.

5.234 Whilst Mr Holmes used to run the driving range this has, since May 2011, let the driving range to professional operators. Mr Holmes continues to run the golf course.

5.235 In a period of c2 years prior to 2008 Mr and Mrs Holmes sold plots of land from the freehold title as either amenity land (to adjoining owners) or as having development potential. The plots (“the development plots”) included within the CPO are plots 5/17, 5/17A, 5/18, 5/18A, 5/19, 5/19A, 5/20, 5/20A, 5/21, 5/21A, 5/22, 5/22A, 5/23 and 5/23A and remain incorporated into the golf course. A number of the plots do not have ownership registered at the Land Registry. I am advised that

- Mr and Mrs Holmes have retained rights to occupy the land as a golf course, without charge
- Mr and Mrs Holmes are able to charge the owners for maintaining the plots but have yet to exercise the right to charge
- None of the plots has a right of access either form the public high highway to it or, where required, across any of the other plots. In respect of access from the public highway Mr Holmes has advised that, should development be possible, he would grant the required access rights

5.236 I have been advised that Mr Holmes has considered that the land identified as being required as Public Open Space (Plots 5/7A, 5/7B and 5/7D) as having development

5.0 Objectors

potential since 1991 but that he did not promote it because he has concentrated on developing the golf course.

Effects of Scheme

- 5.237 The implications of the scheme on the future operation of the golf course are significant with the land take requiring land that forms all or part of 5 holes as well as an area of land to the north of the golf course, which is currently not used in connection with the golf course and which is required to replace Public Open Space.

Concerns of affected party

- 5.238 Mr and Mrs Holmes are concerned as to the viability and future of the golf course and driving range, it being their view that each benefits from the other.

Response to affected party's concerns

- 5.239 As the schedule of contact at Appendix HC27 shows there has been extensive dialogue with Mr and Mrs Holmes and their agents.
- 5.240 I am advised by Naz Huda that SMBC has sought to minimise land take for the road scheme as far as is possible but, even doing this, the effect on the course is recognised as being significant.

Current position

- 5.241 Mr and Mrs Holmes have instructed Simon Cook at Roger Hannah to represent them. As is clear from Appendix HC27 there has been extensive dialogue with the affected parties' agent and discussions are progressing in respect of an agreement to transfer by private treaty
- 5.242 Mr Cook submitted a claim on 15 July 2014 and this was discussed at a productive meeting on 22 July 2014. Negotiations are continuing with both parties being keen to come to an agreement. SMBC requires the certainty afforded by the Order to ensure it can deliver its scheme.

Lisa Michelle Lawson

Owner of plots 5/11 – 5/11A

Overview

- 5.243 Mrs Lawson is the freehold owner and, with her husband, occupies of the detached dwelling house 'The Shippon' located on Woodford Road, Bramhall. The property has grazing with stables and outbuildings which are used by the Lawson family for their horses.

5.0 Objectors

Effects of the Scheme

- 5.244 Mrs Lawson's land ownership extends over approximately 4.38 acres including the site of the dwelling house, with the scheme requiring 0.24 acre of land at the northern most point of their ownership. In addition a further 0.08 acres of land is needed to aid the construction and although shown as be acquired is only required temporarily.
- 5.245 Scheme plans identify that the land is being used to form an embankment for the new carriageway which runs in cutting at this location. The centre line of the new carriageway is approximately 225 metres from the dwelling house at its nearest point.

Concerns of affected party

- 5.246 Ms Lawson has instructed John Seed of Brown Rural to act on their behalf. An initial meeting was held at their property with an inspection of the affected land at the meeting held on 15 May 2014. It had been intended to undertake an inspection of the dwelling house but the owners said that this was not possible and an alternative date for this to be carried out remains to be agreed.
- 5.247 Notwithstanding the grounds of Objection I am advised that Ms Lawson's concerns are:
- The impact on the value of their dwelling from the environmental effects of the scheme and the loss of land, and
 - The effect on their equestrian activities that the loss of the land and the construction of the road may bring.

Response to affected party's concerns

- 5.248 Following the site meeting Naz Huda has reviewed the scheme to determine whether the scheme could be modified to reduce the area of land take. He explained that at this location the ground constraints prevented this.

Current Position

- 5.249 As the schedule of contact at Appendix HC28 shows attempts have been made to arrange a further site meeting with Mr Seed in order that we may carry out a joint inspection of Ms Lawson's dwelling. This meeting has been arranged for 3 September 2014.
- 5.250 Discussions on commercial terms have been had with John Seed, with SMBC offering:
- To take a licence over the land that it requires temporarily
 - To acquire the land it requires permanently
 - Conditionally (confirmation of the CPO being potential trigger) or
 - Unconditionally

5.0 Objectors

And at a price to be agreed

- At the date of agreement, or
- Later date (trigger to be agreed) and in accordance with the compensation code

Should it suit the affected party SMBC will agree the land price and reserve the position in respect of injurious affection.

- To provide accommodation works including
- Provision of a post and rail fence of a design to be agreed
- Appropriate temporary fencing specification to be agreed during the construction of the works

5.251 Whilst it is considered that agreement could be reached SMBC requires the certainty afforded by the Order to ensure land assembly to enable its scheme to be delivered.

Annie Simumba

Owner of plots 5/18 – 5/18A

Overview

5.252 The claimant bought this plot of land as an investment, sold to them on the basis it may get residential planning in the future. At present there is no prospect planning consent for residential use nor is there any market suggestion that there will be potential for residential planning in the future.

Effects of Scheme

5.253 The scheme requires the acquisition of the entirety of the affected party's land.

Concerns of affected party

5.254 The affected party is concerned that they will not receive the money that they have paid for the land.

Response to affected party's concerns

5.255 SMBC will recompense an amount assessed in accordance with the compensation code. It is my view that the land was purchased at a value above its market value.

Current position

5.256 Peter Cunliffe of Peter Cunliffe Chartered Surveyors has been instructed by Mr & Mrs Simumba.

5.0 Objectors

5.257 An offer letter went to Peter Cunliffe on 1 July and Mr Cunliffe has responded explaining that he has asked his client for instructions.

5.258 No response has been received. It is my view that the issue here is purely financial.

Mpande Simumba

Owner of plots 5/23 – 5/23A

Overview

5.259 The claimant bought this plot of land as an investment, sold to them on the basis it may get residential planning in the future. At present there is no prospect of planning consent for residential use nor is there any market suggestion that there will be potential for residential planning in the future.

Effects of Scheme

5.260 The scheme requires the acquisition of the entirety of the affected party's land.

Concerns of affected party

5.261 The affected party is concerned that they will not receive the money that they have paid for the land.

Response to affected party's concerns

5.262 SMBC will recompense an amount assessed in accordance with the compensation code. It is my view that the land was purchased at a value above its market value

Current position

5.263 Peter Cunliffe of Peter Cunliffe Chartered Surveyors has been instructed by Mr & Mrs Simumba.

5.264 An offer letter went to Peter Cunliffe on 1 July and he responded confirming that he has asked his client for instructions.

5.265 No response has been received. It is my view that the issue purely relates to the compensation payable.

5.0 Objectors

Mr and Mrs Freedman

Occupier of plots 5/24-5/24B

Overview

5.266 Mr and Mrs Freedman own the long leasehold interest in 86 Albany Road, a residential property. The house was developed, along with others in the late 1960's/early 1970's by Fairhold (Briardene) Ltd, the company that retains the freehold (see below).

Effects of Scheme

5.267 In order to connect Albany Road into the public open space (plots 5/7A and 5/7D) it is necessary to acquire land and construct a pathway. This necessitates acquiring land from Mr and Mrs Freedman.

Concerns of affected party

5.268 Mr and Mrs Freedman are concerned that

- the development of the pathway will lead to significantly increased public access passed their property
- the public open space will become favoured by unsavoury characters who may congregate near their property
- the road way hold be constructed on the alignment of the existing gateway into the open space over which Mr and Mrs Holmes (see above) have rights

Response to affected party's concerns

5.269 The scheme design is to be reviewed to see whether any of the concerns that Mr and Mrs Freedman have can be mitigated.

5.270 In any event Mrs and Mrs Freedman will be entitled to compensation assessed in accordance with the compensation code

Current position

5.271 Mr and Mrs Freedman have instructed John Seed to act on their behalf. Following a hiatus whilst Mr Seed discussed the payment of his fees with SMBC (see Appendix HC2) and after requests to meet with Mr and Mrs Freedman I finally met with them, together with John Seed and Deborah Lund at the subject premises on 2 July. A schedule of contact is at Appendix HC30.

5.272 Discussions with Mr and Mrs Freedman and their agent continue but SMBC requires the certainty afforded by the confirmation of the Order to ensure site assembly.

5.0 Objectors

David Charles Jones and Richard Anthony Jones

Owner of plot 6/2, and occupiers of plot 6/3-6/3C

Overview

- 5.273 Charles and Richard Jones, who are brothers, have business interests on centred on Longfield Farm. The operation includes a horse livery. Longfield Farm is owned as is the field affected by this scheme. Ground, including that from which plots 6/3-6/3C are rented. The land is down to grass, the crop being mowed for hay. Horses are overwintered on the land.
- 5.274 The land affected by this scheme formed part of Longfield Farm and was severed by the construction of the A555. Following severance the Jones, together with other adjoining owners (Fielding, Rowland and Darnell – see below) were provided access along the existing accommodation road. The road was provided solely for the benefit of the land accessed from it and there is no public right of way along it (although there are instances of trespass)

Effects of Scheme

- 5.275 The scheme proposes acquiring the access road and upgrading it to a public bridleway and cycleway linking in to Footpath 16.

Concerns of affected party

- 5.276 The Jones' brothers are extremely concerned about increased public access and, in particular, the potential conflict between large agricultural machinery and users, given the narrowness of the track.
- 5.277 They consider that a significant health and safety risk arises. If a bridleway is to be dedicated then they would much rather that a second access be created for agricultural traffic only.

Response to affected party's concerns

- 5.278 In designing the scheme regard has been had to health and safety. Whilst it was considered that the risks arising were acceptable following representations SMBC initially proposed constructing passing places on the track. Following further representations it is now proposed to widen the track along its entire length.
- 5.279 The creation of a second track is not considered appropriate as it would lead to additional land take, is outside the planning consent and CPO boundary and is uneconomic

5.0 Objectors

Current position

- 5.280 Charles and Richard Jones have appointed John Seed to act on their behalf. Following a hiatus whilst Mr Seed discussed the payment of his fees with SMBC (see schedule of contact at Appendix HC2) and after requests to meet with the Jones brothers I finally met with Charles Jones and John Seed, on site, on 2 July.
- 5.281 Subsequent to that meeting, details of the widened track have been provided to Mr Seed by email dated 5 August. As is demonstrated at Appendix HC32 there has been ongoing dialogue with Mr Seed.
- 5.282 Heads of Terms, a copy of which is at Appendix HC33, were issued on 15 August. A response is awaited

Angela Mary Rowland

Owner of plots 6/3 – 6/3C

Overview

- 5.283 Angela Rowland owns approximately 3.9 acres of land access from the accommodation track that runs parallel and to the north of the A555. The land, which is down to grass, is occupied by Charles and Richard Jones – a copy of the agreement has been requested
- 5.284 The scheme proposes acquiring the access road and upgrading it to a public bridleway and cycleway linking in to Footpath 16.

Concerns of affected party

- 5.285 Although no reference was made to health and safety issues in her objection to the planning application and notwithstanding the grounds objection set out in her Objection I am advised by her agent that Angela Rowland's principal concern relates to public access along the access track and, in particular, the potential conflict between large agricultural machinery and users, given the narrowness of the track.

Response to affected party's concerns

- 5.286 In designing the scheme regard has been had to health and safety. Whilst it was considered that the risks arising were acceptable following representations SMBC initially proposed constructing passing places on the track. Following further representations it is now proposed to widen the track along its entire length.
- 5.287 The creation of a second track is not considered appropriate as it would lead to additional land take, is outside the planning consent and CPO boundary and is uneconomic

5.0 Objectors

Current position

- 5.288 Angela Rowland has appointed John Seed to act on her behalf. Following a hiatus whilst Mr Seed discussed the payment of his fees with SMBC (See Appendix HC2) and after requests to meet I met with John Seed, but not Ms Rowland, on site on 2 July.
- 5.289 Subsequent to that meeting details of the widened track have been provided to Mr Seed by email dated 5 August and, as the schedule of contact at Appendix HC34 demonstrates, discussions have continued subsequently.
- 5.290 Heads of Terms, a copy of which is at Appendix HC35, were issued on 15 August. A response is awaited

Melanie Jane Darnell and Paul Gavin Darnell

Owner of plots 6/4 – 6/4D

Overview

- 5.291 Melanie Jane Darnell and Paul Gavin Darnell own approximately 3 acres of pasture land accessed from the accommodation track that runs parallel and to the north of the A555. The land, which is down to grass, is occupied by Kate Yardley (see below). I am unaware as to the terms of the occupation but a copy of the agreement has been requested.
- 5.292 The scheme proposes acquiring the access road and upgrading it to a public bridleway and cycleway linking in to Footpath 16.

Concerns of affected party

- 5.293 Although no reference was made to health and safety issues in her objection to the planning application and notwithstanding the grounds objection set out in their Objection I am advised by their agent that the Darnell's principal concern relates to public access along the access track and, in particular, the potential conflict between large agricultural machinery and users, given the narrowness of the track.

Response to affected party's concerns

- 5.294 In designing the scheme regard has been had to health and safety. Whilst it was considered that the risks arising were acceptable following representations SMBC initially proposed constructing passing places on the track. Following further representations it is now proposed to widen the track along its entire length.
- 5.295 The creation of a second track is not considered appropriate as it would lead to additional land take, is outside the planning consent and CPO boundary and is uneconomic

5.0 Objectors

Current position

- 5.296 The Darnells have appointed John Seed to act on their behalf. Following a hiatus whilst Mr Seed discussed the payment of his fees with SMBC (see Appendix HC2) and after requests to meet I met with John Seed, but neither Darnell, on site on 2 July.
- 5.297 Subsequent to that meeting there has, as the schedule of contact at Appendix HC36 demonstrates, been ongoing dialogue. Details of the widened track were provided to Mr Seed by email dated 5 August.
- 5.298 Heads of Terms, a copy of which is at Appendix HC37, were issued on 15 August. A response is awaited

British Overseas Bank

Owner of plots 7/3 – 7/3A

Overview

- 5.299 British Overseas Bank (“BOB”) owns the Stanley Green Retail Park, an out of town retail development. Tenants include B&Q, Next and Halfords.
- 5.300 Access to the retail park from the A34 is via Stanley Road and Earl Road.
- 5.301 Within BOB’s title and situated to the north and east of the existing development is an area of currently undeveloped land. BOB has aspirations to re-model its access to bring vehicles onto site directly off Stanley Road, passed what they anticipate will be a drive thru type food retail offer and into the existing car park on land immediately to the east of the B&Q unit.

Effects of Scheme

- 5.302 The scheme requires sufficient land to widen the A34 on its approach to the A34/Stanley Road junction. This involves the acquisition of a sliver of land extending to 1204m² (0.3acres). If terms can be agreed then a little over half of this land is required temporarily.

Concerns of affected party

- 5.303 Notwithstanding the grounds of objection, BOB is supportive of the scheme but wishes to secure the improved access to its site, referred to above.

Response to affected party’s concerns

- 5.304 Whilst the project team recognises BOB’s aspiration there scheme falls outside the A6 MARR scheme. BOB has been directed to SMBC’s highway team to discuss what is required to facilitate the BOB scheme

Current position

5.0 Objectors

5.305 BOB has appointed Andy Guest of Cheetham Mortimer to act on its behalf. Naz Huda and I met with Andy Guest and others on 17 March to discuss the scheme works and referred them to Nick Whelan at SMBC.

5.306 As is demonstrated at Appendix HC38 I have continued to facilitate meetings with the Highway Network managers. Heads of Terms for a private treaty agreement were issued on 31 August.

A de Coninck (previously identified as Hillcar Lodge Limited)

Owner of plot 7/7

Overview

5.307 The schedule to the CPO identifies the owner of plot 7/7 as Hillcar Lodge Limited ("Hillcar"). Hillcar sold its interest to Mr de Coninck for £5000 28 November 2011. Hillcar has no retained interest in the site.

5.308 Mr de Coninck has received all notices issued in respect of his property

5.309 Mr de Coninck is the owner of an area of woodland which is located adjacent to and south of the A555. The area of land extends to approximately 1.26 acres and is not subject to any formal tenancy agreement allowing use by a third party. The land does not appear to be cultivated but is the location of a significant number of mature trees. It is understood that Mr de Coninck does not own any land adjacent to this plot.

5.310 Chris Shenton (see 5.347 *et seq*) claims to be in occupation.

Effects of the Scheme

5.311 It is proposed to acquire the entirety of the holding in order to enable the construction of a new bridge carrying vehicular and pedestrian traffic.

Concerns of affected party

5.312 Mr de Coninck does not currently have any professional representation and negotiations have been conducted with him directly. He has been made aware of the option to employ a Surveyor to advise him and he has been supplied with a copy of the Council's fee policy.

5.313 Notwithstanding the grounds of Objection my understanding of Mr de Coninck concerns are:

- The loss of the trees which he uses as firewood
- The impact on the environment
- His loss of enjoyment from the use of the land.

5.0 Objectors

- His ability to acquire a replacement woodland in convenient distance of his home
- Were the land to be acquired his wish to be able to remove the timber from the land
- His belief that the bridge is unnecessary given the number of potential users and the possibility of neighbouring development in the future which will require greater access than the bridge will provide

Response to affected party's concerns

- 5.314 Following telephone conversations with Mr de Coninck I have consulted with Naz Huda, the Council's Design Manager to discuss the requirement for the bridge. It remains an essential element of the A6 MARR scheme and its location requires the acquisition of the entire plot identified.
- 5.315 Given Mr de Coninck's wish to remove timber from the site terms discussed with him have provided that from the date of the Council's acquisition of his land he will be provided with a minimum of 6 months in order that he may make arrangements to remove timber from the land. This time period is to commence having had regard to the bird nesting period.
- 5.316 In addition should the Council not require the land or any part of it be declared surplus to requirements that he be allowed to acquire it on the same terms as it was purchased from him.

Current Position

- 5.317 There has been significant dialogue with Mr de Coninck. These discussions led to an offer to purchase the land being made on 6 June 2014.
- 5.318 Following further negotiations heads of terms for an agreement have been agreed and are to be documented. Until such time as the agreement is concluded SMBC requires the certainty afforded by the Order to secure all land interests required for delivery of its scheme.

Robert Hankinson and Christina Hankinson

Owner of plots 8/1 – 8/1C, 9/1 and 9/9 – 9/9J

Overview

- 5.319 Mr and Mrs Hankinson own Beech Farm, Hollin Lane, Styal. The property consists of c40 acres of agricultural land. There are 3 former farm buildings, one has been converted and let, a second is converted and available to rent whilst a third has consent for conversion but has yet to be converted.

5.0 Objectors

- 5.320 The agricultural land is occupied on what appears to be on an *ad hoc* basis by a 3rd party and also by sheep owned by Mr and Mrs Hankinson.
- 5.321 Mr and Mrs Hankinson have sold the former farm house.
- 5.322 Mr Hankinson's family have owned Beech farm, he advises, for 6 generations – over 200 years – and have every intention of continuing to retain ownership.
- 5.323 Beech Farm has been subject to compulsory purchase previously, land being acquired both for the railway in to Manchester Airport and for a previous version of this scheme.

Effects of Scheme

- 5.324 In order to construct the scheme SMBC requires c7.67 acres of land, albeit that if terms can be agreed that c2.42 acres is required temporarily for construction.
- 5.325 The land take severs the holding leaving
- c2 acres of agricultural land to the north of the road, and
 - separate to the severed agricultural land, the site of a mobile phone mast
- the scheme provides for access to both parcels of severed land

Concerns of affected party

- 5.326 Notwithstanding the grounds of Objection my understanding of the Hankinson's' concerns are
- that the scheme consultation has not be carried out correctly,
 - the loss of agricultural land,
 - the severing of land and access to it,
 - the alignment of the footpath that is required to be diverted
 - the impact of the scheme on the retained interests, in particular the design of the bridge over the railway. It is Mr Hankinson's view that the bridge could be redesigned to bridge the railway at a lower level than proposed

Response to affected party's concerns

- 5.327 I am advised by Naz Huda that:
- The scheme has been extensively consulted on,
 - the land take shown is the minimum that is considered necessary to construct the highway,
 - that access will be provided to both severed parcels, and

5.0 Objectors

- that following extensive dialogue with Network Rail the scheme design has now been changed such that the height of the railway bridge has been lowered by c1m

5.328 Should the interests be acquired compulsorily then compensation is payable for the land lost and diminution of retained interests together with disturbance arising. The quantum of compensation will be assessed in accordance with the compensation code.

Current position

- 5.329 Mr and Mrs Hankinson have instructed John Moritz of DWF on legal matters and Peter Ashburner of Wright Marshal in respect of valuation matters. A without prejudice meeting was held on 1 April following which correspondence has been entered into (see Appendix HC40). On 24 April Heads of Terms were offered seeking to acquire the relevant interests by private treaty – a copy is appended at Appendix HC41.
- 5.330 Following a number of chasers a substantive response was sent to me on 6 August and discussions as to the terms on which Mr and Mrs Hankinson will treat are ongoing.
- 5.331 SMBC requires the certainty afforded by the Order that it can assemble the land to deliver its scheme.

James Alan Walker and Veronica Walker

Owner of plot 8/8

Overview

- 5.332 Mr & Mrs Walker are the owners and operators of a children's day nursery located close to the current termination of the A555 and the junction of Wilmslow Road. In addition Mr & Mrs Walker live on the site in a detached dwelling house. This is a well-established business located in purpose built accommodation.
- 5.333 The site is in the exclusive use and occupation of Mr & Mrs Walker.

Effects of the Scheme

- 5.334 It is understood that Mr & Mrs Walker's property extends to approximately 1.58 acres. The scheme requires the permanent acquisition of approximately 0.23 acres of land. This land currently comprises a grassed area which is use as recreation space by children at the nursery. In addition the land accommodates a demountable classroom building known as 'The Sensory Room'

Concerns of effected party

- 5.335 Mr & Mrs Walker are represented by John Seed of Brown Rural with whom dialogue has been undertaken since September 2012 (see Appendix HC42).

5.0 Objectors

5.336 Notwithstanding the grounds of Objection my understanding of Mr & Mrs Walkers concerns are:

- The loss of the recreation space used by children at the nursery
- The environmental impact of the scheme

Response to affected party's concerns

- 5.337 Following site meetings and discussion with Mr Walker a traffic modelling exercise was undertaken which allowed for scheme revisions. This resulted in a reduction in lane numbers adjacent to the site which enabled the retention of the brick wall which Mr Walker had constructed along the boundary of the premises.
- 5.338 Enquiries have been made by the Council with a number of adjoining land owners to ascertain whether they would be willing to sell land in order that it may be used by the nursery. These enquiries have proved unsuccessful with none of the parties being willing to release any of their land.
- 5.339 Similarly Mr Walker has been in discussions with an adjacent landowner concerning the possibility of acquiring land from him to replace that lost by the scheme. Agreement has not been able to be reached between the parties.
- 5.340 Proposals have been made to Mr & Mrs Walker regarding the possibility of providing an artificial all weather surface to part of their remaining land which would enable its use on an all year round basis. Discussions on this remain on-going.
- 5.341 Mr Walker has also requested that he be provided with funds to enable the relocation of a demountable classroom currently located on the land to be acquired. Terms setting out how this advance payment of compensation could be made to him have been sent to John Seed for approval with his client.
- 5.342 Mr Walker has been asked what specification of fence/barrier he wishes to see erected at the new boundary. He has been advised to work with his Surveyor in this matter and that the costs of any planning application and professional time associated with its submission would be reimbursed as part of his compensation claim.

Current Position

- 5.343 Discussions have taken place and terms have been offered to Mr Walker to enable the advance payment of compensation to facilitate relocation of the demountable classroom located on the land to be acquired.
- 5.344 Mr Walker has also been requested to provide details of the boundary fence he wishes to see erected at the revised location.

5.0 Objectors

5.345 Dialogue remains on-going with Mr Walker and John Seed regarding whether he wishes to peruse the option of accommodation works for the loss of the land or whether he is seeking monetary value.

5.346 It is considered that agreement with Mr & Mrs Walker is achievable but SMBC requires the certainty afford by confirmation of the Order

Christopher W Shenton

Occupier of plots 7/4 – 7/4H

Overview

5.347 Mr Shenton, who is in business with Mark (his son), runs an extensive agricultural operation (beef and sheep as well as hay and haylage making) on over 500 acres of land together with a farm shop. The operation is based at Bridge Farm, Wilmslow.

5.348 Part of the operation includes occupation of land, owned by James Thorley (see paras 6.162 *et seq*), Mr Shenton having occupied it prior to Mr Thorley inheriting it. There is no written agreement in respect of the occupation and, I understand from Mr Shenton, no rent is paid. I understand that Mr Thorley considers that Mr Shenton is entitled to a tenancy under the Agricultural Holdings Act 1986.

Effects of Scheme

5.349 The scheme design requires

- Land for the demolition and reconstruction of the bridge linking Longsight Lane and Spath Lane (which provides access to the agricultural land on the south of the A55 and also to Beech Farm)
- Land to facilitate the widening of the west bound off slip (from A555) including the footpath diversion
- Land to construct a footpath and cycleway on to the north east of the A555/A34 roundabout

Concerns of affected party

5.350 Mr Shenton has concerns regarding the drainage implications of the scheme, concerns that emanate from the adverse experience he had, and continues to have, with the drainage for the previous A555 scheme. The request is that a “proper” drainage consultant is appointed

5.351 Mr Shenton would prefer the identified footpaths to be re-routed

- That path on land to the north east of the A555/A34 junction should be routed along the existing tracks

5.0 Objectors

- That path on the land to the south east of the A555/A34 junction should be routed along the western boundary of the land (immediately adjacent and parallel to the A34), taking users way from his stock

5.352 Mr Shenton uses the land to the south west of the A555/A34 roundabout as isolation land – land where he can keep stock isolate from other stock on health grounds. The implications of the original proposal that involved taking the entirety of the land, even temporarily, would in Mr Shenton’s view be significant. The redesigned scheme, showing a compound at the northern end of the site is preferred but, in Mr Shenton’s opinion, not practical from his operational perspective.

5.353 Mr Shenton is also concerned about the potential conflict between users of the road and bridge and agricultural vehicles, it being his view that the sight lines are inadequate and that there are no passing places

Response to affected party’s concerns

5.354 I understand from Mr Huda that the scheme has been designed with Health and Safety in mind. Following Mr Shenton’s representations the scheme design is being review to see whether sight lines can be amended to reduce the risks that Mr Shenton perceives arise between agricultural vehicles and non-motorised users.

5.355 The proposed land take to the south west of the A555/A34 junction is being reviewed to ensure that Mr Shenton can use the field as present (albeit that some of the land to the south of the plot will be required for construction purposes – but accessed of the scheme works)

Current position

5.356 Mr Shenton has instructed John Seed of Brown Rural to represent him. Following a hiatus whilst Mr Seed discussed the payment of his fees with SMBC (see Appendix HC2) and after requests to meet with Mr Shenton I finally met with him and John Seed on 1 July. I reported the outcome of that meeting to my client on 3 July and, as the schedule of contact at Appendix H44 demonstrates, I emailed John Seed confirming the queries raised at our meeting. I have chased for a response but am yet to receive one.

5.357 When I sufficient facts to issue Heads of Terms I will do so. SMBC requires the certainty afforded by confirmation of the Order to ensure site assembly and scheme delivery

5.0 Objectors

Mr J Fielding

Owner of plots 9/1–9/1A and 9/2–9/2A

Overview

- 5.358 Mr Fielding is shown, in the Schedule to the CPO, as the occupier of 9/1–9/1A and 9/2–9/2A - land to the north of Manchester Airport. Manchester Airport Group (MAG) has recovered possession of this land for development of a car park.
- 5.359 Subsequently I have been advised that Mr Fielding has land that is accessed off the track that serves land owned by Darnell, Rowland and Jones (see above). The suggestion put forward being that he owns all or part of the track identified as plot 6/5C. Land Registry records show that that is not the case and therefore, in my view, Mr Fielding has neither a compensatable interest nor is he entitled to be considered as a statutory objector

Effects of Scheme

- 5.360 Insofar as Mr Fielding has land affected then it is that access off the track that also is used to access land owned by Darnell, Rowland and Jones. As is detailed above that track, currently private, will become a bridleway.

Concerns of affected party

- 5.361 Mr Fielding's concerns are, I am advised, as to the potential conflict arising between agricultural vehicles and users of the track which he uses to access his field should it be dedicated as a bridleway.
- 5.362 I am advised that Mr Fielding would prefer a second track constructed alongside the current track to ensure agricultural vehicles and others users are kept apart

Response to affected party's concerns

- 5.363 The scheme has been designed having regard to the Health and Safety implication. Following representations the scheme design has been amended to include the widening of the access track by 1 metre along its entire length.

Current position

- 5.364 Mr Fielding has instructed John Seed of Brown Rural to represent him. Following a hiatus whilst Mr Seed discussed the payment of his fees with SMBC (see Appendix HC2) and after requests to meet with Mr Fielding I arranged to meet with him and John Seed on site on 1 July. Mr Fielding did not attend.

5.0 Objectors

5.365 Mr Seed is liaising with Fielding to establish whether Mr Fielding has a compensatable interest. Should an interest be identified then I will open negotiations to secure the interest by private treaty. A schedule of contact is at Appendix HC45

Mr J B Dumville and Mr K D Dumville

Occupiers of plots 9/1E – 9/1F

Overview

- 5.366 Keith and Brian Dumville are brothers who are in partnership running Primrose Plant Nursery on land that they rent from Manchester Airport Group. The tenant of the land is Brian Dumville, he having entered into the tenancy in 1959. The tenancy is one governed by the Agricultural Holdings Act 1986.
- 5.367 The holding has been reduced in size by successive schemes, most recently the railway link into Manchester Airport.
- 5.368 Keith's daughter, Caroline works in the business although it is not currently clear whether she is a partner in the business.
- 5.369 The tenancy allows succession, the rules for which are set out in statute. The only person that I consider is eligible to succeed Brian in the tenancy is his brother, Keith. My understanding of agricultural law is that Caroline, as a niece is not eligible, even if she met the suitability test
- 5.370 Unlike most garden centres this nursery grows many of the plants sold. The Dumville business is well respected and has developed a loyal following

Effects of Scheme

- 5.371 The scheme proposals involve acquisition of land to the rear of the nursery and which will involve the demolition, in whole or part, of 3 glasshouses as well as the loss of the composting shed (the shed where the Nursery stores the compost it uses in cultivating plants).
- 5.372 Of the 3 glass houses affected, one is relatively modern being c10years old and is capable of sub-division whilst the other two are timber framed, incapable of being readily sub-divided and are, in any event serviceable but dilapidated.

Concerns of affected party

- 5.373 Notwithstanding the grounds of Objection the Dumvilles concern is as to the implications of the loss of the glasshouses and composting shed on their business, both being integral to the operation.

5.0 Objectors

Response to affected party's concerns

5.374 The potential implications on the business are acknowledged. SMBC has demonstrated a willingness to discuss the provision of accommodation works and/or payment of compensation where appropriate and it can be justified. In this respect I have, as the schedule at Appendix HC46 indicates actively engaged with their agent seeking to gain an understanding as to

- The future of the business having regard to the tenancy position (should Keith pre-decease Brian then there will be no eligible successor to the tenancy)
- The aspirations of Brian and Keith Dumville
- The viability of the business and, by deduction, the appropriateness/value in providing funds for the re-building of the glasshouses and compost shed.

5.375 SMBC has obtained indicative quotes for modification and/or replacement of the glasshouses.

Current position

5.376 The Dumvilles have instructed Sue Steer to act on their behalf. Following significant attempts to engage I was finally able to meet Messrs Dumville and Caroline on 15 April. I was given a tour around the site.

5.377 I have been provided with a copy of the original tenancy but none of the modifications, variations or addenda to it and have yet, in spite of requests, been advised as to the rent passing. In spite of numerous requests I have yet to be provided with business accounts. As I have explained to Mrs Steer, without these it is not possible to determine how to address the loss of land and buildings. I have further highlighted the importance of timely provision of this information having regard to the potentially significant lead in times, should replacement of the glasshouses be appropriate.

5.378 As is clear from the schedule of contact I have actively sought to engage but have not been provided with the requested information.

5.379 Until such time as I have that information I am not in a position to issue Heads of Terms. In the absence of an agreement SMBC requires the certainty over site assembly afforded by the Order.

5.0 Objectors

W Nixon and Sons Ltd

Owner of plots 9/10 – 9/10B

Overview

5.380 W Nixon and Sons Ltd (Nixon) has, I understand, an extensive agricultural operation plus a slaughter house and farm shop, centred on Outwood Farm.

Effects of Scheme

5.381 In order to construct the proposed A6 MARR scheme SMBC requires c3.97 acres of agricultural land from Nixon. Of that c3.53 acres is required during construction only.

Concerns of affected party

5.382 Nixon is advised by Mrs Steer. When I met her to discuss the case on 25 February she advised me that Nixon will not sell at present, preferring to wait to see if the CPO is confirmed. She said, however, that notwithstanding the grounds of Objection they would like an access to their farm (and thereby farm shop) directly from the highway.

Response to affected party's concerns

5.383 The scheme design does not remove any existing access to Nixon property and there is no scheme justification for constructing an access solely for Nixon's benefit

Current position

5.384 As the schedule of contact at Appendix HC47 demonstrates I have sought to engage with Mrs Steer and Nixon but made little progress. Based on the information I issued Heads of Terms on 15 August – see Appendix HC48. Sue Steer has responded advising that the terms offered are not acceptable to Nixon and I have responded seeking clarification as to the terms that would be acceptable. A response is awaited

TSB Business Banking

In respect of Moorend Farm

Overview

5.385 TSB Business Bank has a charge over Moorend Farm.

Effects of Scheme

5.386 As has been described above the scheme impacts on Moorend Farm, know trading as Moorend Golf Course, are significant.

5.0 Objectors

Concerns of affected party

5.387 TSB Business Banking is concerned as to the implications as to its security.

Response to affected party's concerns and current position

5.388 We have written to TEB Business Banking advising that where an affected party is entitled to compensation then its charge stills hold over the land.

6.0 Negotiations with affected parties

OVERVIEW

- 6.1 I and members of the Stockport team have sought to engage with all affected parties – not only those who objected. Set out below is a summary of attempts to negotiate with the non-objectors.

Brian Taylor and Sanctioned Property Securities Limited

Freehold owner of plots 1/1 – 1/1D and 1/9

Overview

- 6.2 The affected parties, Brian Taylor and Sanctioned Property Securities Limited (“Sanctioned”) are joint owners, on a 50:50 basis, of land at Hazel Grove. The freehold includes an agricultural field, an area of land severed and without access (plot 1/9), and the road to Hazel Grove Golf Club, known as Occupier’s Lane. Under the CPO it is proposed to acquire the 1/1 series and plot 1/9
- 6.3 Brian Taylor instructed Ian Willoughby to act for him and Sanctioned instructed Helen Kirkham of GVA.

Negotiations

- 6.4 Following telephone and email contact I met Ian Willoughby and Helen Kirkham on site on 14 May
- 6.5 Mr Willoughby and Ms Kirkham indicated that their clients were prepared to sell the required interests, subject to agreeing terms. The principal issue relates to the land parcel situated to the north of Plot 1/1 – a plot of land owned by Harrison Developments. Harrison Developments claim that it has a right of way across the verge onto Occupier’s Lane – a claim that Brian Taylor and Sanctioned disputes. Brian Taylor and Sanctioned are willing to sell plot 1/1 but subject to recognition of the ransom value of that land.
- 6.6 Stockport has no wish to become embroiled in dispute over rights of access and has modified its land take such that Brian Taylor and Sanctioned retains ownership of a strip of land 1 metre wide abutting the Harrison Developments land (except a very narrow section on the western end) to ensure that the ransom, insofar as it exists, remains.
- 6.7 Negotiations are ongoing on value and I am confident that agreement can be reached in respect of the affected land interests ahead of the Inquiry.

6.0 Negotiations with affected parties

Mr S Tilley

Freehold owner of plot 1/3

Overview

- 6.8 Mr Tilley owns a large residential property called Brookwood, accessed off Occupier's Lane, Hazel Grove. He has recently acquired land adjacent to his property to further his small scale sheep farming operation. The scheme proposal is to acquire rights to lay, maintain, repair and replace drainage pipes through this agricultural land.

Negotiations

- 6.9 Following negotiations with Mr Tilley agreement has been reached with him for him to grant the easement required. The agreement is currently being documented/

Highways Agency

Freehold owner of plots 1/2–1/2AB, 2/7–2/7F, 2/11-2/11A, 3/5-3/5D, 5/5, 5/12-5/12D and 9/4

Overview

- 6.10 The Highways Agency ("HA") owns 17 parcels of land and property that were acquired for previous iterations of this scheme and which are required for this scheme.

Negotiations

- 6.11 In order to satisfy the Agency's duty to recover market value on the disposal of its assets, agreement has been reached on the appointment of the Valuation Office to act as an independent third party in assessing the quantum of compensation payable assuming the compensation is assessed in accordance with the so called compensation code.
- 6.12 The terms of instruction to the Valuation Office have been agreed and these have been issued.
- 6.13 The Agency has agreed to convey their interests with vacant possession as a consequence the Council has not entered into dialogue with its tenants.

6.0 Negotiations with affected parties

Hazel Grove Golf Club

Freehold owner of plots 1/2-1/2D

Overview

- 6.14 The Golf Club are in occupation of land which records identify as being in the ownership of the Highways Agency. The Golf Club consider that this is as a consequence of the inaccurate marking of the revised ownership boundary by the Highways Agency

Negotiations

- 6.15 The Highways Agency has provided a copy of a proposed lease to the Golf Club which will formalise their use and occupation of their land in connection with the course. This agreement will allow for the acquisition of the land needed for the scheme. Consideration of the scheme impact on the continued use of the course is ongoing and Naz Huda is investigating any accommodation works which may be required

Mr DJ Davies and Mrs SJ Davies

Leasehold owner of plots 1/2J-1/2K

Overview

- 6.16 The Highways Agency has advised that Mr and Mrs Davies have vacated the property and no longer have an interest in it

Mr TP Yarwood

Leasehold owner of plots 1/2L-1/2N

Overview

- 6.17 The Highways Agency has advised that Mr Yarwood has vacated the property and no longer have an interest in it.

James Thomas Wainwright

Freehold owner and tenant of plots 1/4 - 1/4F, 1/4K, 2/4 - 2/4D, 2/6 - 2/6E, 4/3 - 4/3G, 5/8 - 5/8F

Overview

- 6.18 Mr Wainwright is the freehold owner of land affected by the scheme and also the tenant of land affected (including that owned by Simpson and Livesey, Martyn Garner and Quiligotti)

6.0 Negotiations with affected parties

Negotiations

- 6.19 Mr Wainwright has instructed John Seed of Brown Rural to act on his behalf. Following a hiatus whilst Mr Seed sought to resolve reimbursement of fees and repeated requests to meet Mr Wainwright a meeting was held on 9 July.
- 6.20 A fuller insight into the interests to be acquired is being sought whilst concerns raised by Mr Wainwright are being addressed. The aim is to issue Heads of Terms to acquire by private treaty those interests required to construct the scheme.

Josephine Carter

Occupier (in part) of plots 1/5 – 1/5E

Overview

- 6.21 Josephine Carter is the tenant of UU under the terms of an agreement a copy of which has been supplied by her. This agreement allows for possession of the land by UU upon serving of notice.

Negotiations

- 6.22 A site meeting has been undertaken with Josephine Carter and her concerns noted. Whilst there is significant land acquisition at this location Naz Huda is investigating whether the temporary use of the site in connection with the construction works can be avoided.

Peak Gas Holdings

Part occupier of plots 1/8 – 1/8A

Overview

- 6.23 Peak Gas is part of the Peak group of companies that is solely owned by the Gwinnett family. They are commercial property agents that look after the Gwinnett family's property interests including the former sausage factory and sidings. The Gwinnett family has granted a lease to Peak Gas who subsequently has sublet on licences to numerous occupiers.

Negotiations

- 6.24 Negotiations are part of the Gwinnett discussions with Ian Coulson (see above)

6.0 Negotiations with affected parties

SL Garden Services

Part occupier of plots 1/8 – 1/8A

Overview

- 6.25 It has been confirmed by the Freeholder’s agent that SL Garden Services are no longer in occupation

SS Vending Services

Part occupier of plot 1/8 – 1/8A

Overview

- 6.26 It has been confirmed by the Freeholder’s agent that SL Garden Services are no longer in occupation.

Greenwood Fencing

Part occupier of plot 1/8 – 1/8A

Overview

- 6.27 Further to a site visit we understand that Green Fencing has vacated the site and that SW Pallets are now in occupation. We are currently seeking to ascertain the current position with the freeholder’s agent.

Advisory Aquatics

Part Occupier of plot 2/3 – 2/3B

Overview

- 6.28 Advisory Aquatics is a sub-tenant of William Strike. It supplies tropical fish and associated goods.
- 6.29 The lease made between William Strike Limited and Advisory Aquatics, dated 23 April 2011 and has a term of 5 years expiring on 31st August 2015, grants Advisory Aquatics a right of way across land affected.
- 6.30 Advisory Aquatics does not have a compensatable interest.

6.0 Negotiations with affected parties

Brookside Pottery

Part Occupier of plot 2/3 – 2/3B

Overview

- 6.31 Brookside Pottery is a sub-tenant of William Strike. It supplies bespoke pottery as well as a studio for those that would like to decorate pieces of pottery.
- 6.32 The tenancy agreement has not been provided.

Negotiations

- 6.33 Negotiations have not progressed as it is necessary to understand the impact to the garden centre before entering into any negotiations with the sub tenants.
- 6.34 It is not envisaged that any long term impact as a result of the MARR will affect Brookside Pottery however there may be a small amount of disturbance. Given the freeholder/head leaseholder will be compensated therefore potential loss should be progressed through the freeholder/head leaseholder to avoid any potential double counting.

Crossley Garden Buildings

Part Occupier of plot 2/3 – 2/3B

Overview

- 6.35 Crossley Garden Buildings is a sub-tenant of William Strike. They manufacture garden buildings and Brookside Garden Centre is one of showroom outlets.
- 6.36 The tenancy agreement has not been provided.

Negotiations

- 6.37 It is not envisaged that any long term impact as a result of the MARR will affect Crossley Garden Buildings however there may be a small amount of disturbance. Given the freeholder/head leaseholder will be compensated therefore potential loss should be progressed through the freeholder/head leaseholder to avoid any potential double counting.

Deli Cofana

Part Occupier of plot 2/3 – 2/3B

Overview

- 6.38 Deli Cofana is a sub-tenant of William Strike. It is a coffee shop based inside of the garden centre.

6.0 Negotiations with affected parties

- 6.39 The lease made between William Strike Limited and Pietro Cofano & Rebecca Cofano is dated 9th August 2010 and has a term of 5 years from 1st January 2010 expiring on 31st December 2014. The lease grants Deli Cofana rights over land affected.

SMTF

Part Occupier of plot 2/3 – 2/3B

Overview

- 6.40 SMTF is a sub-tenant of William Strike. It is a model shop based inside of the garden centre.
- 6.41 The tenancy agreement has not been provided. It is anticipated that, as above, the lease will grant rights over the affected land only.

HG Arts and Crafts

Part Occupier of plot 2/3 – 2/3B

Overview

- 6.42 HG Arts & Crafts is a sub-tenant of William Strike. It sells arts and crafts materials and is based in the garden centre.
- 6.43 The tenancy agreement has not been provided. It is anticipated that, as above, the lease will grant rights over the affected land only.

European Pool and Spa Limited

Part Occupier of plot 2/3 – 2/3B

Overview

- 6.44 European Pool and Spa Limited is a sub-tenant of William Strike. It sells bespoke swimming pools and spas as well as related products for maintaining and servicing.
- 6.45 The tenancy agreement has not been provided. It is anticipated that, as above, the lease will grant rights over the affected land only.

Romanys Restaurant

Part Occupier of plot 2/3 – 2/3B

Overview

- 6.46 Romanys Restaurant is a sub-tenant of Brookside Garden Centre (which has been transferred to William Strike). Romanys is a stand-alone restaurant.

6.0 Negotiations with affected parties

- 6.47 The lease is between Brookside Garden Centre and Colin Pryce dated 18th April 1995 for a term of 10 years. The tenant has been holding over as the lease has never been renewed. The lease grants rights over the affected land.

Negotiations

- 6.48 Negotiations have not progressed as the restaurant is not included within the Compulsory Purchase order and therefore any negotiations will need to be progressed through the landlord.
- 6.49 Discussions are progressing with the freeholder's agent, Ian Coulson, as to the future of the business at this location. Ian Coulson confirmed that the landlord is willing to serve a Section 25 notice under the Landlord and Tenant Act in order to gain vacant possession, and it is understood that this has now taken place.

Christopher Halsall

Part Occupier of plot 2/3 – 2/3B

Overview

- 6.50 Christopher Halsall is a licensee of both William Strike Limited and Klondyke Properties Limited. The licence allows Mr Halsall to operate his model railway business on the garden centre land.
- 6.51 The licence to occupy started 12 April 2012 for a term of 10 years expiring 11th April 2022.

Negotiations

- 6.52 We are currently in negotiations with the freeholder as to future options arising as a result of the loss of the exit and service entrance. Negotiations with Mr Halsall will be progressed once the final form of design has been agreed

Martyn Garner

Owner and Occupier of plots 2/4 – 2/4D

Overview

- 6.53 Mr Garner has an extensive property portfolio that includes agricultural land to the north of Brookside Garden Centre and land which forms part of the car park to Brookside Garden Centre.

Negotiations

- 6.54 I made contact with Mr Garner on 9 April, seeking to open negotiations. Personal circumstances meant that he was unable to meet until 22 July. His concerns having been

6.0 Negotiations with affected parties

identified I am hopeful to be in a position to agree terms to acquire the land interests by private treaty in due course

SMBC

Owner and part occupier of plots 2/5 - 2/5B, 2/18 - 2/18A, 5/11 - 5/1F, 6/1C - 6/1J, 7/1 - 7/1A

Overview

- 6.55 SMBC owns and occupies a number of parcels of land affected by the scheme. These parcels are being made available for the scheme.

Renton and Holt

Owner of plots 2/10- 2/10A

Renton

Tenant of plots 2/10 – 2/10A

Overview

- 6.56 Ms Holt is the personal representative of the owner of Norbury Court, a detached dwelling house set in substantial grounds located off Macclesfield Road, the road linking Poynton and Hazel Grove.
- 6.57 Norbury Court is occupied as a single private residence and comprises the main dwelling with ancillary outbuildings. The property is located on a site of approximately 2 acres the majority of the land being located to the rear of the dwelling to the west and to the north and overlooks farmland
- 6.58 The scheme requires the permanent acquisition of a small parcel of land adjacent to the entrance. In addition an easement will be required over approximately 92 square metres of land to facilitate maintenance of the Norbury Brook watercourse which will run under a new bridge structure
- 6.59 At its closest point the dwelling house is approximately 110 metres from the centre line of the new carriageway. It is anticipated that there will be an environmental impact on the dwelling arising from 'physical factors' having their source in the new carriageway.

Negotiations

- 6.60 Initial dialogue has been with the personal representative of the owner, a family member. Ms Holt has now instructed GVA to advice in this matter and the Council has been in

6.0 Negotiations with affected parties

negotiations with their representative on the elements of the compensation to which the owner may be entitled.

- 6.61 Concern has centred upon any impact on the value of the property which may result from the construction and use of the scheme.
- 6.62 Terms have been offered for the acquisition of the interests required and the claimant has the opportunity to either crystallise Injurious Affection at this stage or reserve that element of the claim until impacts are known
- 6.63 It is considered that the transfer of the land needed and settlement of compensation will be concluded to a mutually convenient timetable.

Fenwick Street Investments

Owner and occupier of plots 2/12 2/12A

Overview

- 6.64 Fenwick Street Investments are the owner of the properties better known as 11 and 14 Old Mill Lane, Hazel Grove, Stockport, SK7 6DP.
- 6.65 The properties include half road width of Old Mill Lane. SMBC has included the road as it is their intention to upgrade and adopt the road

Negotiations

- 6.66 Fenwick Street has now instructed Ian Coulson to deal with further negotiations. An offer was sent to Mr Coulson on 18 July 2014 and a response is awaited.

Judith Driscoll

Owner and occupier of plot 2/13

Overview

- 6.67 Judith Driscoll is the owner of the property known as 12 Old Mill Lane, Hazel Grove, Stockport, SK7 6DP.
- 6.68 The property includes half road width of Old Mill Lane. As above, SMBC has included the road as it is their intention to upgrade and adopt the road.

Negotiations

- 6.69 Ms Driscoll has instructed Ian Coulson and negotiations will progress with Mr Coulson. An offer was sent to Mr Coulson on 18 July 2014 and a response is awaited.

6.0 Negotiations with affected parties

Sandra Martin

Owner and occupier of plot 2/14

Overview

- 6.70 Sandra Martin is the owner of the property known as 10 Old Mill Lane, Hazel Grove, Stockport, SK7 6DP.
- 6.71 The property includes half road width of Old Mill Lane. As above, SMBC has included the road as it is their intention to upgrade and adopt the road.

Negotiations

- 6.72 Ms Martin has instructed Ian Coulson and negotiations will progress with Mr Coulson. An offer was sent to Mr Coulson on 18 July 2014 and a response is awaited

John Dodds

Owner and occupier of plot 2/15

Overview

- 6.73 John Dodds is the owner of the property known as 8 Old Mill Lane, Hazel Grove, Stockport, SK7 6DP.
- 6.74 The property includes half road width of Old Mill Lane. As above, SMBC has included the road as it is their intention to upgrade and adopt the road.

Negotiations

- 6.75 Mr Dodds has instructed Ian Coulson. An offer was sent to Mr Coulson on 18 July 2014 and a response is awaited.

Charlotte Valek

Owner and occupier of plot 2/16

Overview

- 6.76 Charlotte Valek is the owner of the property known as 4 Old Mill Lane, Hazel Grove, Stockport, SK7 6DP.
- 6.77 The property includes half road width of Old Mill Lane. As above, SMBC has included the road as it is their intention to upgrade and adopt the road.

6.0 Negotiations with affected parties

Negotiations

- 6.78 Ms Vale Martin has instructed Ian Coulson and negotiations will progress with Mr Coulson. An offer was sent to Mr Coulson on 18 July 2014 and a response is awaited

Mr and Mrs Carter

Owner and occupier of plots 2/17 and 2/19

Overview

- 6.79 Mr & Mrs Carter are the owners of the property known as 2 Old Mill Lane, Hazel Grove, Stockport, SK7 6DP.
- 6.80 The property includes half road width of Old Mill Lane. As above, SMBC has included the road as it is their intention to upgrade and adopt the road.

Negotiations

- 6.81 Mr & Mrs Carter have now instructed Ian Coulson. An offer was sent to Mr Coulson on 18 July 2014 and a response is awaited

Mr and Mrs Alexander

Owner and occupier of plots 2/18 – 2/18A

Overview

- 6.82 Mr & Mrs Alexander are the owners of the property known as 1 Old Mill Lane, Hazel Grove, Stockport, SK7 6DP.
- 6.83 The property includes half road width of Old Mill Lane. As above, SMBC has included the road as it is their intention to upgrade and adopt the road.

Negotiations

- 6.84 Mr and Mrs Alexander were sent an offer in respect of the interest required, the offer reserving their position in respect of injurious affect. A response is awaited.

Brenda Bagley and Jeffrey Bagley

Owner and occupier of plots 3/1, 4/8 - 4/8L

Overview

- 6.85 Brenda Bagley and Jeffrey Bagley (“Mr and Mrs Bagley”) are the freehold owners of the property known as Hill Green Farm, a property which includes the house Mr and Mrs Bagley occupy, a former agricultural building converted to residential property for their younger daughter, an agricultural land and some agricultural land. Mr and Mrs Bagley’s

6.0 Negotiations with affected parties

elder daughter owns and occupies a former agricultural building with the Hill Green Farm yard, as her residential property.

Negotiations

- 6.86 Mr and Mrs Bagley have instructed John Seed of Brown Rural to act on their behalf. Following correspondence I met with Mr and Mrs Bagley and Mr Seed on 1 July. Following that meeting I have sought to address concerns that they have as to the effect of the scheme. On 4 July I issued Heads of Terms seeking to acquire the required land interest by private treaty. A response to the Heads of Terms is currently awaited.

J Harrison

Tenant of plots 3/5 – 3/5D

Overview

- 6.87 The Highways Agency has advised that Mr Harrison occupies under licence and that they intend to transfer their interest with vacant possession.

Brian Peter Daniel and Christine May Daniel

Owner and occupier of plots 3/7 – 3/7M

Overview

- 6.88 Mr and Mrs Daniel own a substantial detached 4 bedroom property on Woodford Road with outbuildings, part of which forms a dog boarding kennels and part which Mr Daniel uses in relation to his lorry repair business. In addition there is c35acres of pasture land, let on an annual grazing licence to David Hall.

Negotiations

- 6.89 Mr and Mrs Daniel have instructed John Seed of Brown Rural to represent them. Following exchanges of emails with Mr Seed I met him and Mr Daniel on site on 16 May. Mr Daniel explained that he was supportive of the principle of the road but was concerned about the impact on his residential property.
- 6.90 Following that meeting SMBC has reviewed the land take requirement and reduced it.
- 6.91 I issued Heads of Terms seeking to acquire the required land interests by private treaty and await a substantive to response to them
- 6.92 John Seed and I inspected the residential accommodation and dog kennels on 6 August
- 6.93 I am confident that we can agree terms.

6.0 Negotiations with affected parties

Paul Galligan

Owner of plots 4/1 - 4/1V, 5/9 - 5/9G, 5/10 - 5/10A

Tom Galligan

Tenant of plots 4/1 - 4/1V, 5/9 - 5/9G, 5/10 - 5/10A

Overview

- 6.94 Tom and Paul Galligan are father and son, respectively. Tom Galligan purchased the block of land affected by this scheme many years ago but has, in recent years, sold the land in tranches to his son.
- 6.95 Tom keeps his livestock on the land together with a number of liveried horses. A number of the farm buildings are occupied for commercial use.
- 6.96 Galligan family advises that they consider that, notwithstanding the Green Belt designation, the land has longer term development potential.

Negotiations

- 6.97 The Galligan family has instructed James Stephenson from York Auction Centre to represent them. I corresponded with him, meeting on 19 March and subsequently with Mr Stephenson and Paul Galligan on 18 July.
- 6.98 Negotiations are ongoing with Heads of Terms to be issued shortly.

Oil Pipelines Agency

Plots 4/2 – 4/2H

Overview

- 6.99 The Oil Pipelines Agency manages the Government Pipeline and Storage Systems for the Ministry of Defence. The infrastructure includes
- the Bramhall Terminal, accessed by a private road that is bisected by the proposed road scheme and for which alternative provision is made,
 - Oil pipelines into and out of the terminal. Both pipes need to be moved to ensure that they cross the road scheme perpendicular

Negotiations

- 6.100 SMBC and OPA are working together to ensure continuity of access to the terminal and to assist facilitating the relocation of the oil pipes

6.0 Negotiations with affected parties

Christine Barr

Owner of plot 4/6

Overview

- 6.101 Mrs Barr is the owner of Birch Hall, a detached private dwelling house adjacent to a kennels which is operated by Mrs Barr as a business. The land identified for acquisition forms part of a field of approximately 6.4 acres and which Mrs Barr occupies.
- 6.102 The scheme requires the temporary use of approximately 0.28 acres of the southern corner of the field in order to construct a noise bund. It is considered that the finished gradient of the bund will enable the land to be retained in its current use post construction. The duration of time for which the land will be needed has yet to be determined.
- 6.103 If terms can be agreed then there is no requirement for permanent acquisition of land.

Negotiations

- 6.104 The Council has been in dialogue with John Seed for some time on commercial terms for an agreement which set out the level of compensation which the Council is prepared to offer for the temporary use of the land. In addition accommodation temporary and permanent accommodation works are offered.
- 6.105 The option has been given in the Heads of Terms for the issue of any compensation which may be payable arising from permanent diminution in the value of Mrs Barr's retained land as a consequence of the scheme to be considered post construction if this is the preferred option. Alternatively the claim can be dealt with simultaneous to the temporarily use of the land.
- 6.106 A response to the offer is awaited

Alan and June Thompson

Owner of plots 4/7 – 4/7H

Overview

- 6.107 Alan and June Thompson own and occupy c25 acres of grassland. They live at Further Dairyground Farm, a considerable way up the track away from the farmland
- 6.108 The land is used in connection with c7 family owned horses, is mowed for hay/silage in the summer and let to Jim Wainwright for sheep grazing over winter

6.0 Negotiations with affected parties

Negotiations

- 6.109 Mr and Mrs Thompson have instructed John Seed to represent them. I met with Mr Thompson and Mr Seed on site on 2 July. A number of concerns and issues were raised and these are now being addressed.
- 6.110 On 24 July I issued Heads of Terms seeking to acquire the land by private treaty. A response to these is still awaited.

PE Jones (Contractors) Ltd

Owner of plots 4/9 – 4/9C

Overview

- 6.111 PE Jones (Contractors) Ltd. ("PE Jones") is a company that owns and develops residential property. PE Jones acquired c8.37acres of farmland from Jim Wainwright in, I understand, the early 1970's – the land being situated, I understand, to the south of a previous iteration of this scheme.
- 6.112 Until recently the land was occupied, together with the land adjoining owned by Michael Kingsley (see above) and in the same field (no boundary between them), by Jim Wainwright. The terms of occupation are unknown. More recently PE Jones has erected a fence between its ownership and Michael Kingsley's property.

Negotiations

- 6.113 PE Jones has instructed Ged Massie of Keppie Massie to represent them. I met with Mr Massie on 30 April and negotiations have continued since. I anticipate being in a position to offer Heads of Terms to acquire the required property interests by private treaty shortly

Kevern Ltd

Owner of plots 5/3 – 5/3A

Overview

- 6.114 Kevern Limited owns the freehold of several office, commercial and light industrial buildings collectively known as The Courtyard, Hawthorn Farm, Woodford Road, Stockport.
- 6.115 The property is located directly fronting the A555 (the existing Manchester Airport Link Road) which provides access to the villages of Bramhall and Woodford.
- 6.116 The property is situated close to the roundabout junction of A555 and A5102 (Woodford Road) with direct access from the highway onto a private roadway and car park which has a gated entrance.

6.0 Negotiations with affected parties

6.117 The property is partially let.

6.118 The whole of the property is required for the road

Negotiations

6.119 The owner has appointed Tony Lawton to act on its behalf. A measured survey has been undertaken and negotiations are currently progressing, the aim being to agree the value of the property to be acquired

Ultimate Kitchens (NW) Ltd

Occupier of plots 5/3 – 5/3A

Overview

6.120 We are advised by Kevern Ltd that Ultimate Kitchens (NW) Ltd has vacated the premises and no longer has a legal interest in it

Design and Promoting and Marketing Services Ltd

Occupier of plots 5/3 – 5/3A

Overview

6.121 The occupier has a leasehold interest in part of the property and has identified and secured alternative premises

Negotiations

6.122 Ian Coulson has been instructed to advise the affected party. Negotiations are ongoing regarding the relocation of the business.

Breeze Cottages

Occupier of plots 5/3 – 5/3A

Overview

6.123 We understand that the occupier has vacated the premises

J Yates Car Sales

Occupier of plots 5/3 – 5/3A

Overview

6.124 The occupier has a leasehold interest in part of the property

6.0 Negotiations with affected parties

Negotiations

- 6.125 Tony Lawton has been appointed to act on the occupier’s behalf and he is currently seeking relocation premises

Promus Vehicles

Occupier of plots 5/3 – 5/3A

Overview

- 6.126 The occupier has a leasehold interest in part of the property

Negotiations

- 6.127 Tony Lawton has been appointed to act on the occupier’s behalf and he is currently seeking relocation premises

Chaplin Builders

Occupier of plots 5/3 – 5/3A

Overview

- 6.128 We understand Chaplin Builders have vacated and have no interest in the property

Mr Fairhurst

Occupier of plot 5/5

Overview

- 6.129 We understand that Mr Fairhurst has vacated the property

Brian Stanley and Christine Miriam Cartledge

Owner and occupier of plots 5/6 – 5/6B

Overview

- 6.130 Mr and Mrs Cartledge are the owner of a parcel of woodland amounting to approximately 0.22 acre which is located between 143 and 151 Woodford Road Bramhall. The land is located adjacent to Moor End Golf Course and the existing junction of the A555 and Woodford Road. The land is unoccupied
- 6.131 The scheme plan identifies that it is proposed to acquire the entirety of the holding in order to enable the construction of the new carriageway to link with the existing A555 using an underpass which will be constructed as part of the scheme works .

6.0 Negotiations with affected parties

Negotiations

- 6.132 Mr and Mrs Cartledge are represented by John Brindley of Brindley & Taylor Chartered Surveyors.
- 6.133 An initial meeting was held with Mr Brindley on the 28th March 2014 at which the Council's proposals were explained. Mr Brindley subsequently reported to his client and a following offer of compensation was accepted by Mr Brindley on behalf of his client.
- 6.134 Stockport Council Solicitors are in correspondence with Mr and Mrs Cartledge's legal advisors with a view to completing the purchase of the land at the earliest opportunity.
- 6.135 It is considered that the purchase of this plot will be completed in the very near future on the agreed terms.

Mrs A Gregory

Occupier of plot 5/12 – 12D

Overview

- 6.136 Mrs Gregory previously occupied this land under a Farm Business Tenancy (FBT) from the Highways Agency. On renewal of that FBT these plots were excluded from the demise and Mrs Gregory therefore has no compensatable interest in this land

Mr PR Webster

Owner of plots 5/15 – 5/15A

Overview

- 6.137 Mr Webster bought this plot of land, one of the so called development plots at Moored Golf Course (see above) as an investment, sold to him on the basis it may get consent for residential development in the future. At present there is no planning potential for residential nor is there any market suggestion that there will be potential for residential planning in the future.

Negotiations

- 6.138 Mr Webster has instructed Ian Coulson.
- 6.139 An offer/heads of terms was sent out 30 June 2014 to Ian Coulson. Mr Coulson has confirmed that he has passed the offer through to his client and is waiting for a response.

6.0 Negotiations with affected parties

Florence Bond

Owner of plots 5/16 – 5/16A

Overview

6.140 Florence Bond bought this plot of land, one of the so called development plots at Moorend Golf Course (see above) as an investment, sold to them on the basis it may get consent for residential development in the future. At present there is no planning potential for residential nor is there any market suggestion that there will be potential for residential planning in the future.

Negotiations

6.141 Ms Bond has instructed Ian Coulson. An offer/heads of terms was sent out 30 June 2014 to Ian Coulson. Mr Coulson has confirmed that he has passed the offer through to his client and is waiting for a response

Angela Higgins

Owner of plots 5/17 – 5/17A and 5/20 – 5/20A

Overview

6.142 Angela Higgins bought these plots of land, both the so called development plots at Moorend Golf Course (see above) as an investment, sold to them on the basis it may get consent for residential development in the future. At present there is no planning potential for residential nor is there any market suggestion that there will be potential for residential planning in the future.

Negotiations

6.143 A letter was sent to the claimant¹ on 15th April 2014 but not responded to. On 30 June we wrote to Ms Higgins with Heads of Terms offering to acquire either that part of the land we required or the totality of her land holding. To date no response has been received.

James Tolan and Naomi Tolan

Owner of plots 5/19 – 5/19A

Overview

6.144 James Tolan and Naomi Tolan bought this plot of land, one of the so called development plots at Moorend Golf Course (see above) as an investment, sold to them on the basis it may get consent for residential development in the future. At present there is no planning

6.0 Negotiations with affected parties

potential for residential nor is there any market suggestion that there will be potential for residential planning in the future.

Negotiations

- 6.145 An offer/heads of terms was sent out 30 June 2014 to Mr & Mrs Tolan.
- 6.146 The email response confirmed Mr Tolan was not willing to accept the offer on 4th July 2014 and that he would seek independent advice regarding the matter.

Martin Taylor

Owner of plots 5/21 – 5/21A

Overview

- 6.147 The claimant bought this plot of land as an investment, sold to them on the basis it may get residential planning in the future. At present there is no planning potential for residential nor is there any market suggestion that there will be potential for residential planning in the future.

Negotiations

- 6.148 Mr Taylor has instructed Ian Coulson. Heads of Terms for an agreement to transfer the required interests by private treaty was sent on 30 June 2014. Mr Coulson confirms that he has passed the offer to his client and is awaiting a response.

Carole Taylor

Owner of plots 5/22 – 5/22A

Overview

- 6.149 Carole Taylor bought this plot of land, one of the so called development plots at Moorend Golf Course (see above) as an investment, sold to them on the basis it may get consent for residential development in the future. At present there is no planning potential for residential nor is there any market suggestion that there will be potential for residential planning in the future.

Negotiations

- 6.150 Mrs Taylor has instructed Ian Coulson. Heads of Terms for an agreement to transfer the required interests by private treaty was sent on 30 June 2014. Mr Coulson confirms that he has passed the offer to his client and is awaiting a response.

6.0 Negotiations with affected parties

Fairhold (Briardene) Limited

Owner of plots 5/24 – 5/24B

Overview

6.151 The affected party, Fairhold (Briardene) Limited is the company that developed residential properties on Albany Road in the late 1960's and early 1970's. It retains the freehold of a number of the properties within that development, including in respect of 86 Albany Road

Negotiations

6.152 Fairhold (Briardene) Limited will be entitled to claim compensation assessed in accordance with the compensation code, should the Order be confirmed.

Kate Yardley

Occupier of plots 6/4 – 6/4D

Overview

6.153 Kate Yardley is the occupier of plots 6/4 – 6/4D although the terms of her occupation are not yet known

Negotiations

6.154 Ms Yardley has been written to but no response has been received.

Carmel Ridgeway

Owner of plot 7/2

Overview

6.155 Carmel Ridgeway inherited this plot of land from her late husband. He, I understand, inherited the land from a member of his family who, it was alleged, occupied a caravan on part of the site many years ago.

6.156 The land sits immediately adjacent to the intersection (roundabout) between the B5094 and A34. It is overgrown and largely inaccessible. There is no vehicular access

Negotiations

6.157 I exchanged emails with Carmel Ridgeway prior to meeting her on site on 30 April 2014. Whilst she is willing to sell her expectation as to value significantly exceeds what I consider to be payable having regard to the compensation code. Notwithstanding this an offer has been made. It was rejected.

6.0 Negotiations with affected parties

James Alfred Thorley

Owner of plots 7/4 – 7/4H

Overview

- 6.158 I understand that James Thorley inherited c50acres of what was then wholly agricultural land in the early 1980's. Subsequent to that it has been bisected by the A34 (running North - South) and A555 (running East – West).
- 6.159 Small parcels have been sold away and the remaining land is now occupied by Chris Shenton (see above). There is no written agreement but, my understanding is that Mr Thorley considers that Mr Shenton is in a position to serve a notice under s6 of the Agricultural Holdings Act 1986 requiring a written tenancy.

Negotiations

- 6.160 Mr Thorley has instructed Brian Birtwistle to represent him and I met with Mr Birtwistle on 30 April to discuss the scheme and terms for acquiring the land interests by private treaty.
- 6.161 Mr Birtwistle considers that much of the land has development potential.
- 6.162 Following that meeting I have continued to correspond with Mr Birtwistle at the same time as investigating the development potential, amongst other things.
- 6.163 I anticipate being in a position to issue Heads of Terms for a private treaty agreement shortly.

Robert Higham, Susan Patricia Inglis, Gillian Mary Higham and John Sharp Higham

Styal Golf Club

Owner and Occupier of plots 8/2 – 8/2E

Overview

- 6.164 Styal Golf Club comprises an 18-hole golf course located near to the village of Styal. Part of the operational area of the course is required for the road and an agreement has been reached with the owner and occupier to reconstruct this area elsewhere to minimise disruption to the business.

Negotiations

- 6.165 The club appointed David Gale-Hasleham to act on its behalf and an agreement has now been reached that will see Styal transfer the required land interests in return for an agreed compensation package. Reconstruction of the lost operational area of the course on other

6.0 Negotiations with affected parties

land has commenced and it is anticipated this work will be completed prior to construction of the new road.

William Robinson, Ann Robinson and Peter Robinson

Owner of plots 8/3 – 8/3A

Overview

- 6.166 William, Ann and Peter Robinson own and operate the glasshouses situated to the north of the proposed road and own the small area of agricultural land, identified as plots 8/3 and 8/3A, and required for the construction of the scheme.

Negotiations

- 6.167 Heads of Terms to acquire the land interests by private treaty were issued on 21 July. A response is awaited.

Tullet Brown Limited

Owner of plots 8/5 – 8/5C

Overview

- 6.168 Tullet Brown, a company that was involved in so called land banking (the acquisition of larger areas of land on the edge of urban development and subsequent disposal in smaller parcels marketed as having development potential), is now in administration.
- 6.169 Having purchased a block of land from Barkway Land, Tullet Brown divided the block up and sold plots off, retaining the central core (presumably to facilitate access to each plot).
- 6.170 The company was the subject of a winding up order in 2012. Abbott Fielding now acts in respect of the retained assets.

Negotiations

- 6.171 I have liaised with Abbott Fielding regarding access for Ground Investigation works and am preparing Heads of Terms to acquire either those elements of the Tullet Brown land as is required for the scheme or, if it is Abbott Fielding's preference, the totality of the Tullet Brown land

6.0 Negotiations with affected parties

Capita Wealth International SDN BHD

Owner of plots 8/6 – 8/6B

Overview

6.172 My understanding is that Capital Wealth bought this plot of land as an investment, sold to them on the basis it may get residential planning in the future. At present there is no planning potential for residential nor is there any market suggestion that there will be potential for residential planning in the future

Negotiations

6.173 Heads of terms are to be issued imminently.

Neil Jebb and Robert Geoffrey Delany

Owner of plots 8/7 – 8/7B

Overview

6.174 Neil Jebb and Robert Delany acquired the land from which plots 8/7 8/7B are required in December 2009. Of the land acquired the scheme requires 3.16 acres of the land for the new road

Negotiations

6.175 Heads of Terms for a private treaty agreement will be issued shortly

Mr W E Shenton

Occupier of plots 8/9, 8/9E and 8/9F

Overview

6.176 I understand that Mr Shenton acquired an occupational interest in the land that is the subject of the Order following acquisition of land he owned elsewhere for the A555.

6.177 Mr Shenton operates an airport parking operation from the premises and, it appears, allows occupation of part of the buildings on site for car repair. It is not clear whether this is part of his operation or not.

Negotiations

6.178 It is not entirely clear what the extent of Mr Shenton's interest in the land is. He has instructed Simon Mair of Peter Wilson and Co to act on his behalf. I met with Mr Mair on 5 June and undertook a site inspection.

6.0 Negotiations with affected parties

6.179 Mr Mair is seeking to establish the extent of Mr Shenton’s interest to determine how agreement over yielding up of the site might occur.

Fieldchart Limited

Owner of plots 8/12 – 8/12D

Overview

6.180 Fieldchart Limited on part of what is referred to in the Schedule to the CPO as private road known as Brompton Way. It may be the case that all or part of the highway in this location is actually adopted.

Negotiations

6.181 Heads of terms will be issued in due course.

Cheshire Peaks and Plains Housing Trust Limited

Owner of plot 8/14

Overview

6.182 The claimant owns the freehold of this area of adopted highway at Clays Lane

Negotiations

6.183 The affected party has instructed Ian Coulson to act on its behalf. Heads of Terms of an agreement to acquire the required interest by private treaty was issued on 2 July. A response is currently awaited.

Brian Delahunt

Owner of plot 8/15

Overview

6.184 The affected party bought this plot of land as an investment, sold to him on the basis it may get residential planning in the future. At this stage I do not consider that there is any imminent prospect of residential development nor is there any market suggestion that there will be potential for residential planning in the future.

Negotiations

6.185 A letter was sent to the claimant on 14th April 2014 but not responded to. On 1 July we wrote to Mr Delahunt with Heads of Terms, offering to acquire either that part of the land we required or the totality of his land holding.

6.0 Negotiations with affected parties

6.186 Ian Coulson advises that he has been instructed by Mr Delahunt. Mr Coulson advises that he will be responding to the Heads of Terms shortly.

Robert Allan Bennett and Hazel Margaret Bennett

Owner of plot 8/16

Overview

6.187 The affected party bought this plot of land as an investment, sold to him on the basis it may get residential planning in the future. At this stage I do not consider that there is any imminent prospect of residential development nor is there any market suggestion that there will be potential for residential planning in the future.

Negotiations

6.188 A letter was sent to the claimant' on 14th April 2014 but not responded to. On 1 July we wrote to Mr and Mrs Bennett's agent, Ian Coulson with Heads of Terms offering to acquire either that part of the land we required or the totality of his land holding. To date no response has been received.

Andrew Dennis Copas

Owner of plots 8/17 – 8/17A

Overview

6.189 The affected party bought this plot of land as an investment, sold to him on the basis it may get residential planning in the future. At this stage I do not consider that there is any imminent prospect of residential development nor is there any market suggestion that there will be potential for residential planning in the future.

Negotiations

6.190 A letter was sent to the claimant' on 14th April 2014 but not responded to. On 1 July we wrote to Mr Copas' agent, Ian Coulson with Heads of Terms offering to acquire either that part of the land we required or the totality of his land holding. To date no response has been received.

David Carter and KL Pension Administration Services Limited

Owner of plot 8/18

Overview

6.191 The affected party bought this plot of land as an investment, sold to him on the basis it may get residential planning in the future. At this stage I do not consider that there is any

6.0 Negotiations with affected parties

imminent prospect of residential development nor is there any market suggestion that there will be potential for residential planning in the future.

Negotiations

- 6.192 A letter was sent to the claimant¹ on 14th April 2014 but not responded to. On 1 July we wrote to the affected party with Heads of Terms offering to acquire either that part of the land we required or the totality of his land holding.
- 6.193 The letter that was sent out was returned by the Royal Mail which advised that the company is no longer at the premises. Investigations are ongoing into the company's present whereabouts.

Craig Wingrove and KL Pension Administration Services Limited

Owner of plots 8/19 – 8/19A

Overview

- 6.194 The affected party bought this plot of land as an investment, sold to him on the basis it may get residential planning in the future. At this stage I do not consider that there is any imminent prospect of residential development nor is there any market suggestion that there will be potential for residential planning in the future.

Negotiations

- 6.195 A letter was sent to the claimant¹ on 14th April 2014 but not responded to. On 1 July we wrote to the affected party with Heads of Terms offering to acquire either that part of the land we required or the totality of his land holding.
- 6.196 The letter that was sent out was returned by the Royal Mail which advised that the company is no longer at the premises. Investigations are ongoing into the company's present whereabouts.

Gary Duffy and KL Pension Administration Services Limited

Owner of plots 8/20 – 8/20A

Overview

- 6.197 The affected party bought this plot of land as an investment, sold to him on the basis it may get residential planning in the future. At this stage I do not consider that there is any imminent prospect of residential development nor is there any market suggestion that there will be potential for residential planning in the future.

6.0 Negotiations with affected parties

Negotiations

- 6.198 A letter was sent to the claimant¹ on 14th April 2014 but not responded to. On 1 July we wrote to the affected party with Heads of Terms offering to acquire either that part of the land we required or the totality of his land holding.
- 6.199 The letter that was sent out was returned by the Royal Mail which advised that the company is no longer at the premises. Investigations are ongoing into the company's present whereabouts.

John Anthony Williams and KL Pension Administration Services Limited

Owner of plot 8/21

Overview

Overview

- 6.200 The affected party bought this plot of land as an investment, sold to him on the basis it may get residential planning in the future. At this stage I do not consider that there is any imminent prospect of residential development nor is there any market suggestion that there will be potential for residential planning in the future.

Negotiations

- 6.201 A letter was sent to the claimant¹ on 14th April 2014 but not responded to. On 1 July we wrote to the affected party with Heads of Terms offering to acquire either that part of the land we required or the totality of his land holding.
- 6.202 The letter that was sent out was returned by the Royal Mail which advised that the company is no longer at the premises. Investigations are ongoing into the company's present whereabouts.

David Frost

Owner of plots 8/22 – 8/22A

Overview

Overview

- 6.203 The affected party bought this plot of land as an investment, sold to him on the basis it may get residential planning in the future. At this stage I do not consider that there is any imminent prospect of residential development nor is there any market suggestion that there will be potential for residential planning in the future.

6.0 Negotiations with affected parties

Negotiations

- 6.204 A letter was sent to the claimant¹ on 14th April 2014 but not responded to. On 1 July we wrote to the affected party with Heads of Terms offering to acquire either that part of the land we required or the totality of his land holding.
- 6.205 David Frost confirms that he accepts the offer made and solicitors are being instructed

Terry John Box

Owner of plots 8/23 – 8/23A

Overview

- 6.206 The affected party bought this plot of land as an investment, sold to him on the basis it may get residential planning in the future. At this stage I do not consider that there is any imminent prospect of residential development nor is there any market suggestion that there will be potential for residential planning in the future.

Negotiations

- 6.207 A letter was sent to the claimant¹ on 14th April 2014 but not responded to. On 1 July we wrote to Mr Box's agent, Ian Coulson, with Heads of Terms offering to acquire either that part of the land we required or the totality of his land holding. To date no response has been received.

Victoria John Oliver

Owner of plots 8/24 – 8/24A

Overview

- 6.208 The affected party bought this plot of land as an investment, sold to him on the basis it may get residential planning in the future. At this stage I do not consider that there is any imminent prospect of residential development nor is there any market suggestion that there will be potential for residential planning in the future.

Negotiations

- 6.209 A letter was sent to the claimant¹ on 14th April 2014 but not responded to. On 1 July we wrote to Ms Oliver's agent, Ian Coulson, with Heads of Terms offering to acquire either that part of the land we required or the totality of his land holding. To date no response has been received.

6.0 Negotiations with affected parties

Sumita Ran Budhathoki and Vinod Budhathoki

Owner of plots 8/25

Overview

6.210 The affected party bought this plot of land as an investment, sold to him on the basis it may get residential planning in the future. At this stage I do not consider that there is any imminent prospect of residential development nor is there any market suggestion that there will be potential for residential planning in the future.

Negotiations

- 6.211 A letter was sent to the claimant' on 14th April 2014 but not responded to. On 1 July we wrote to Mr and Mrs Budhathoki with Heads of Terms offering to acquire either that part of the land we required or the totality of his land holding.
- 6.212 There has been ongoing correspondence with Mr Budhathoki and he has been advised to instruct a surveyor to progress negotiations. At this stage there is no agreement between the parties
- 6.213 In his latest correspondence, received on 4 July 2014, Mr Budhathoki confirmed that he did not agree with the valuation and asked whether an increased offer is possible. H has been advised that we consider the offer to be fair.

Derek Burrows and Tracy Burrows

Owner of plots 8/26

Overview

6.214 The affected party bought this plot of land as an investment, sold to him on the basis it may get residential planning in the future. At this stage I do not consider that there is any imminent prospect of residential development nor is there any market suggestion that there will be potential for residential planning in the future.

Negotiations

- 6.215 A letter was sent to the claimant' on 14th April 2014 but not responded to. On 1 July we wrote to Mr and Mrs Burrows with Heads of Terms offering to acquire either that part of the land we required or the totality of his land holding.
- 6.216 Mr and Mrs Burrows have now instructed Ian Coulson and I am awaiting a formal response to the Heads of Terms from him.

6.0 Negotiations with affected parties

John Yates

Owner of plot 8/27

Overview

6.217 The affected party bought this plot of land as an investment, sold to him on the basis it may get residential planning in the future. At this stage I do not consider that there is any imminent prospect of residential development nor is there any market suggestion that there will be potential for residential planning in the future.

Negotiations

6.218 A letter was sent to the claimant' on 14th April 2014 but not responded to. On 1 July we wrote to Mr Box's agent, Ian Coulson with Heads of Terms offering to acquire either that part of the land we required or the totality of his land holding. To date no response has been received.

John Nwikpo, Daniel Nwikpo and KL Pension Administration Services Limited

Owner of plot 8/28

Overview

6.219 The affected party bought this plot of land as an investment, sold to him on the basis it may get residential planning in the future. At this stage I do not consider that there is any imminent prospect of residential development nor is there any market suggestion that there will be potential for residential planning in the future.

6.220 Messrs Nwikpo are, we understand from press reports, the men behind Tullet Brown (now in administration).

Negotiations

6.221 A letter was sent to the claimant' on 14th April 2014 but not responded to. On 1 July we wrote to the affected party with Heads of Terms offering to acquire either that part of the land we required or the totality of his land holding.

6.222 The letter that was sent out was returned by the Royal Mail which advised that the company is no longer at the premises. Investigations are ongoing into the company's present whereabouts

6.0 Negotiations with affected parties

Stephen Burton

Owner of plot 8/29

Overview

6.223 The affected party bought this plot of land as an investment, sold to him on the basis it may get residential planning in the future. At this stage I do not consider that there is any imminent prospect of residential development nor is there any market suggestion that there will be potential for residential planning in the future.

Negotiations

6.224 A letter was sent to the claimant' on 14th April 2014 but not responded to. On 1 July we wrote to Mr Burton with Heads of Terms offering to acquire either that part of the land we required or the totality of his land holding. To date no response has been received.

Peter John Hallowell

Owner of plot 8/30

Overview

6.225 The affected party bought this plot of land as an investment, sold to him on the basis it may get residential planning in the future. At this stage I do not consider that there is any imminent prospect of residential development nor is there any market suggestion that there will be potential for residential planning in the future.

Negotiations

6.226 A letter was sent to the claimant' on 14th April 2014 but not responded to. On 1 July we wrote to Mr Hallowell with Heads of Terms offering to acquire either that part of the land we required or the totality of his land holding. To date no response has been received.

Alexander Robert McGarva

Owner of plots 8/31

Overview

6.227 The affected party bought this plot of land as an investment, sold to him on the basis it may get residential planning in the future. At this stage I do not consider that there is any imminent prospect of residential development nor is there any market suggestion that there will be potential for residential planning in the future.

6.0 Negotiations with affected parties

Negotiations

6.228 A letter was sent to the claimant¹ on 14th April 2014 but not responded to. On 1 July we wrote to Mr McGarva with Heads of Terms offering to acquire either that part of the land we required or the totality of his land holding. To date no response has been received.

Frederic Paling

Owner of plot 8/32

Overview

6.229 The affected party bought this plot of land as an investment, sold to him on the basis it may get residential planning in the future. At this stage I do not consider that there is any imminent prospect of residential development nor is there any market suggestion that there will be potential for residential planning in the future.

Negotiations

6.230 A letter was sent to the claimant¹ on 14th April 2014 but not responded to. On 1 July we wrote to Mr Paling’s agent, Ian Coulson with Heads of Terms offering to acquire either that part of the land we required or the totality of his land holding. To date no response has been received.

Kenneth Clifford Frank Heaton and Maureen Elizabeth Heaton

Owner of plots 8/33 – 8/33A

Overview

6.231 The affected party bought this plot of land as an investment, sold to him on the basis it may get residential planning in the future. At this stage I do not consider that there is any imminent prospect of residential development nor is there any market suggestion that there will be potential for residential planning in the future.

Negotiations

6.232 A letter was sent to the claimant¹ on 14th April 2014 but not responded to. On 1 July we wrote to Mr and Mrs Heaton’s agent, Ian Coulson, with Heads of Terms offering to acquire either that part of the land we required or the totality of his land holding. To date no response has been received.

6.0 Negotiations with affected parties

Brian Appleby

Owner of plots 8/34 – 8/34A

Overview

6.233 The affected party bought this plot of land as an investment, sold to him on the basis it may get residential planning in the future. At this stage I do not consider that there is any imminent prospect of residential development nor is there any market suggestion that there will be potential for residential planning in the future.

Negotiations

6.234 A letter was sent to the claimant' on 14th April 2014 but not responded to. On 1 July we wrote to Mr Appleby's agent, Ian Coulson, with Heads of Terms offering to acquire either that part of the land we required or the totality of his land holding. To date no response has been received.

Manchester Airport plc

Lessee of plots 9/1, 9/1A, 9/1C – 9/1H, 9/1J – 9/1Q, 9/1S, 9/1Y - 9/1AF, 9/2 - 9/2C, 9/6 - 9/6K and 9/7A - 9/7B

Overview

6.235 Manchester Airport Group ("MAG") has a leasehold interest in the land referred to above, land that is ancillary to its operational land.

Negotiations

6.236 MAG has appointed John Unterhalter of Brown Rural to act on its behalf and I am in discussions with him.

Mr W Williams

Occupier of plot 9/1N

Overview

6.237 We understand that Mr Williams occupies the plot referred to but have yet to establish the extent of the interest to be acquired.

Negotiations

6.238 Should the Order be confirmed then Mr Williams may be entitled to compensation, such compensation to be assessed in accordance with the ___14 compensation code

6.0 Negotiations with affected parties

Ms L Carol

Occupier of 9/1O – 9/1P

Overview

6.239 We understand that Ms Carol occupies the plot referred to but have yet to establish the extent of the interest to be acquired.

Negotiations

6.240 Should the Order be confirmed then Ms Carol may be entitled to compensation, such compensation to be assessed in accordance with the compensation code

Mr P Cummins and Ms Gorton

Occupiers of plots 9/1AE – 9/1AF

Overview

6.241 We understand that Mr Cummins and Ms Gorton occupy the plot referred to but have yet to establish the extent of the interest to be acquired.

Negotiations

6.242 Should the Order be confirmed then Mr Cummins and Ms Gorton may be entitled to compensation, such compensation to be assessed in accordance with the___14 compensation code

Mr A F Gorman

Occupier of plot 9/4

Overview

6.243 Mr Gorman owns a residential property on Ringway Road and occupies the garden under licence from Manchester Airport Group, MAG having acquired the garden to install a landing light. He does not, therefore, have a compensatable interest.

Electricity North West Limited

Occupier of plots 9/6 - 9/6K, 9/7A - 9/7B

Overview

6.244 Electricity North West is the statutory Electricity undertaker for the area. The land which ENW occupy as a location for their infrastructure is by way of a lease for a term of 99 years commencing in 1958. The freeholder of this lease is Manchester City Council

6.0 Negotiations with affected parties

Negotiations

6.245 Electricity North West is concerned as to the effect the scheme may have on the long term development of their site for tier statutory purposes. They have requested that consideration be given to the freehold acquisition of the site or the re-grant of their current lease to allow greater security of tenure which may justify their further investment. Manchester City Council is in contact with Electricity North West on these issues. Naz Huda has been in contact with ENW Engineers regarding the scheme works to ensure the future integrity of the site having had regard to its current use.

7.0 Other interested parties

Harrison Developments Holdings Limited

Overview

- 7.1 Harrison Developments Holdings Limited (“Harrison Developments”) owns a parcel of land situated immediately to the North of Occupier’s Lane and situated between residential properties known as Lane End House and Easter Cottage. Planning consent for the erection of 2 detached houses on the land was granted in March 2009. The planning permission was extended in 2012 but the development has yet to be built out.

Negotiations

- 7.2 Following telephone and email contact I met John Houston, agent for the land owner on 14 May. Mr Houston explained that, whilst not documented, he was advised that his client had a prescriptive right of way across the verge and onto Occupier’s Lane. As such his client needed to be provided with revised access to the land parcel as part of the scheme works.
- 7.3 As explained below, Sanctioned Property Securities Limited and Brian Taylor - the owners of Occupier’s Lane (a private road) - dispute that the alleged rights exist. Not wishing to become embroiled in a dispute over rights of way Stockport has amended its design such that Sanctioned Property Securities Limited and Brian Taylor will continue to own a strip no less than 1 metre wide adjacent to the Harrison Developments land meaning that the 2 parties need to resolve the access issue between themselves.

8.0 Conclusion

- 8.1 It is clear to me that;
- advice in Circular has been fully met in respect of the Order. SMBC has
 - sought to engage with all affected parties,
 - kept them informed of the progress of the scheme, and
 - actively sought and positively participated in discussions with them.
 - SMBC has given an undertaking in respect of the reasonable professional fees and costs incurred by the outstanding objectors in negotiating
 - In my opinion, the objectors to the Order will be adequately protected, either by an agreement (negotiations are continuing in respect of each interest where agreement remains to be reached) or (following a failure of negotiations) by the statutory entitlement to claim compensation under the relevant provisions of the national Compensation Code.
- 8.2 I therefore consider that SMBC has complied with the requirements of the Circular and invite the Inspector to recommend that the CPO should be confirmed.

9.0 Expert's Declaration

- 9.1 I confirm that my duty to the Inquiry as an expert witness overrides any duty to those instructing or paying me, that I have understood this duty and complied with it in giving my evidence impartially and objectively, and that I will continue to comply with that duty.
- 9.2 I confirm that my report includes all facts which I regard as being relevant to the opinions I have expressed and that attention has been drawn to any matter that would affect the validity of those opinions. I am not instructed under any conditional fee arrangement and have no conflict of interest. I confirm that I have made clear which facts and matters referred to in this report are within my own knowledge and which are not. Those that are within my own knowledge I confirm to be true. The opinions I have expressed represent my true and complete professional opinions on the matters to which they refer.
- 9.3 I confirm my report complies with the requirements of the Royal Institution of Chartered Surveyors (RICS), as set down in Surveyors acting as expert witnesses: RICS practice statement.



Henry John Church MRICS

2 September 2014