

**The Borough of Darlington (Darlington Station Gateway)
Compulsory Purchase Order 2021**

Town and Country Planning Act 1990
Acquisition of Land Act 1981
Compulsory Purchase Inquiries Procedure Rules 2007

**Proof of Evidence of
Richard Thomas Adamson**

Land Assembly and Negotiations

Draft V.4 13/12/21

1. INTRODUCTION

Qualifications and experience

- 1.1. My name is Richard Thomas Adamson, I am an Estates Officer in the Chief Executive's Office and Economic Growth Group of Darlington Borough Council. I have been employed by the Council as an Estates Officer since 1997.
- 1.2. 1.2 I have a BSc in Land Management (graduated 1986) and am a Member of the Royal Institution of Chartered Surveyors (MRICS) achieving that qualification in 1992.
- 1.3. I am an Estates Officer with the Council and previously with Durham County Council and have 38 years of experience in property matters including acquisitions under Compulsory Purchase Orders and by agreement in advance of Compulsory Purchase. In particular I have been responsible for acquisitions and settlement of compensation in the Darlington Borough Council (Eastern Transport Corridor) Compulsory Purchase Order 2004 and more recently the Darlington Borough Council (Snipe Lane) Compulsory Purchase Order 2020.

Involvement with the Scheme

- 1.4. Since 2019 I have worked with the project team for the scheme advising on budgets and the acquisition process. I have engaged consultant valuers for valuation advice where necessary and been part of the team working with external land referencing specialists (Terraquest) to identify all owners, lessees and occupiers affected by the scheme. I have also been responsible for acquisitions in advance of the scheme and during the process and have engaged consultant valuers to negotiate any acquisitions requiring specialist knowledge or where there were conflicts of interest.

2. SCOPE OF EVIDENCE

- 2.1. My evidence primarily relates to the need for a CPO in order to assemble the land necessary to facilitate the Scheme, together with the negotiations carried out with affected landowners, and negotiations with objectors.

My evidence covers:

- (a) a description of the land included within the CPO;
- (b) a summary of the need for the Order Land;
- (c) a summary of negotiations with affected landowners to acquire by agreement;
- (d) a summary of the objections and the response of the Acquiring Authority to these;
- (e) my conclusions on the need for the CPO

3. STATUTORY GUIDANCE

3.1. The Guidance on Compulsory Purchase Process (2021) (“**the Guidance**”) (Core Document (CD REF) identifies the negotiation related matters to be addressed in consideration of the case for the CPO, namely:

- (a) the confirming authority will expect the acquiring authority to demonstrate that they have taken reasonable steps to acquire all of the land and rights included in the Order by agreement (para 2);
- (b) public sector organisations should make reasonable initial offers, and be prepared to engage constructively with claimants about relocation issues and mitigation and accommodation works where relevant (para 3);
- (c) acquiring authorities are expected to provide evidence that meaningful attempts at negotiation have been pursued or at least genuinely attempted (para 17); and
- (d) steps should be considered to help those affected by a compulsory purchase order, such as to funding landowners' reasonable costs of negotiation (para 19).

3.2. Paragraph 2 of the Guidance states:

2. When should compulsory purchase powers be used?

Acquiring authorities should use compulsory purchase powers where it is expedient to do so. However, a compulsory purchase order should only be made where there is a compelling case in the public interest.

The confirming authority will expect the acquiring authority to demonstrate that they have taken reasonable steps to acquire all of the land and rights included in the Order by agreement. Where acquiring authorities decide to/arrange to acquire land by agreement, they will pay compensation as if it had been compulsorily purchased, unless the land was already on offer on the open market.

Compulsory purchase is intended as a last resort to secure the assembly of all the land needed for the implementation of projects. However, if an acquiring authority waits for negotiations to break down before starting the compulsory purchase process, valuable time will be lost. Therefore, depending on when the land is required, it may often be sensible, given the amount of time required to complete the compulsory purchase process, for the acquiring authority to:

- plan a compulsory purchase timetable as a contingency measure; and
- initiate formal procedures

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.

3.3. Paragraph 3 of the Guidance states:

3. What should acquiring authorities consider when offering financial compensation in advance of a compulsory purchase order? When offering financial compensation for land in advance of a compulsory purchase order, public sector organisations should, as is the norm, consider value for money in terms of the Exchequer as a whole in order to avoid any repercussive cost impacts or pressures on both the scheme in question and other publicly-funded schemes.

Acquiring authorities can consider all of the costs involved in the compulsory purchase process when assessing the appropriate payments for purchase of land in advance of compulsory purchase. For instance, the early acquisition may avoid some of the following costs being incurred:

- legal fees (both for the order making process as a whole and for dealing with individual objectors within a wider order, including compensation claims)
- wider compulsory purchase order process costs (for example, staff resources)
- the overall cost of project delay (for example, caused by delay in gaining entry to the land)
- any other reasonable linked costs (for example, potential for objectors to create further costs through satellite litigation on planning permissions and other orders)

In order to reach early settlements, public sector organisations should make reasonable initial offers, and be prepared to engage constructively with claimants about relocation issues and mitigation and accommodation works where relevant.

3.4. Paragraph 17 of the Guidance states:

17. What are the benefits of undertaking negotiations in parallel with preparing and making a compulsory purchase order?

Undertaking negotiations in parallel with preparing and making a compulsory purchase order can help to build 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. This includes statutory undertakers and similar bodies as well as private individuals and businesses. Such negotiations can then help to save time at the formal objection stage by minimising the fear that can arise from misunderstandings.

Talking to landowners will also assist the acquiring authority to understand more about the land it seeks to acquire and any physical or legal impediments to development that may exist. It may also help in identifying what measures can be taken to mitigate the effects of the scheme on landowners and neighbours, thereby

reducing the cost of a scheme. Acquiring authorities are expected to provide evidence that meaningful attempts at negotiation have been pursued or at least genuinely attempted, save for lands where land ownership is unknown or in question.

3.5. Paragraph 19 of the Guidance states:

19. What other steps should be considered to help those affected by a compulsory purchase order?

Compulsory purchase proposals will inevitably lead to a period of uncertainty and anxiety for the owners and occupiers of the affected land. Acquiring authorities should therefore consider:

- providing full information from the outset about what the compulsory purchase process involves, the rights and duties of those affected and an indicative timetable of events; information should be in a format accessible to all those affected
- appointing a specified case manager during the preparatory stage to whom those with concerns about the proposed acquisition can have easy and direct access
- keeping any delay to a minimum by completing the statutory process as quickly as possible and taking every care to ensure that the compulsory purchase order is made correctly and under the terms of the most appropriate enabling power
- offering to alleviate concerns about future compensation entitlement by entering into agreements about the minimum level of compensation which would be payable if the acquisition goes ahead (not excluding the claimant's future right to refer the matter to the Upper Tribunal (Lands Chamber))
- offering advice and assistance to affected occupiers in respect of their relocation and providing details of available relocation properties where appropriate
- providing a 'not before' date, confirming that acquisition will not take place before a certain time
- where appropriate, give consideration to funding landowners' reasonable costs of negotiation or other costs and expenses likely to be incurred in advance of the process of acquisition

3.6. I conclude that the Council has put in place an adequate process for engaging and negotiating as the Guidance requires; (b) that the Council has engaged appropriately with owners, lessees and occupiers and made reasonable offers to purchase; (c) that the Council has made a number of acquisitions by agreement as a result of engaging appropriately; (d) that despite appropriate negotiations, there is no reasonable prospect of the Council acquiring the remainder of the Order Lands within a reasonable period of time and so the use of compulsory purchase powers is necessary; and (e) the objections based on criticism of the negotiations process do not undermine the case for confirmation of the CPO.

4. EVIDENCE

4.1. THE LAND INCLUDED IN THE COMPULSORY PURCHASE ORDER

The Relationship between the Compulsory Purchase Order and the Scheme

- 4.1.1 The CPO has been made in order to assemble the additional land required to facilitate the Scheme.
- 4.1.2 The Scheme is described in more detail in the proof of Mr Spruce at section 4.
- 4.1.3 Details of the land and interests to be acquired are set out in the Order Schedule and are shown shaded pink on the Order Map which accompanies it (see SD 2).

The Boundary of the Order Land

- 4.1.4 In this section I shall explain the rationale for the boundary of the Order Land, first by describing how the Council came to focus on the concept and vision of the Station Improvement Scheme and secondly by describing how the Council decided which land interests to include within the CPO.
- 4.1.5 The strategic transport context for the Station Improvement Scheme is set out in Tom Bryant's evidence. Tom has shown that the scheme is fundamental to delivering the objectives set out in the Tees Valley Strategic Transport Plan by providing a high-quality rail gateway for the Tees Valley. The major upgrade to Darlington Station will provide additional platform and track capacity to overcome the existing operational constraints, a significantly enhanced station building including improved retail and commercial opportunities as well as much improved accessibility and integration.
- 4.1.6 In that context the origins of the scheme and its relationship to wider improvements are explained in the evidence of Jonathan Spruce. Jonathan shows how the scheme was worked up from a masterplan in 2016, through option assessments working with the rail industry and Transport for the North to produce the preferred option. Including a new station building, Multi-Storey Car Park and transport interchange on the eastern side of the current station and improved transport interchange facilities on the western side of the station
- 4.1.7 The specific land take was chosen to meet the identified engineering and design requirements (as the highways, design and planning evidence explain).
- 4.1.8 The rationale for arriving at the boundary for the CPO is set in the table appended to this proof at Appendix RTA 1. As can be seen from this appendix, all of the Order Land is permanently required in order to provide or facilitate the following:
 - 1. A new station building, with multi-modal connections, to the east of the existing station building;

2. A new transport interchange and MSCP adjacent to the new station building, serving rail users and potentially, adjacent developments;
3. Improved transport interchange facilities on the western side of the station.

4.1.9 No new rights or easements, either temporary or permanent, are to be acquired compulsorily. All such necessary rights are in the process of agreement between the acquiring authority and Network Rail.

Description of the Order Land

4.1.10 The Order Land comprises two parcels of land on the eastern side and the western side of Darlington Railway Station. On the eastern side the land is currently used for station related car parking, highway, workshops and, to the north-east, light industrial, hot food takeaway, working-men's club and residential uses. On the western side of the station the land is used for highway, a public house, former residential properties and a workshop/store.

4.1.11 The boundary is shown on the Order Map (SD 2). The land to be acquired is coloured pink.

4.1.12 The Order Land comprises the land and property to be acquired as set out in the schedule to the Sealed Order (SD1)

Network Rail & LNER

4.1.13 Both Network Rail and LNER (Station Operator) are owned by the Department for Transport and are partners in the scheme. The Order Land includes operational railway land which has been included in the CPO in order to guarantee that the scheme can proceed and to prevent any third-party claims. The intention is that the Council will carry out land assembly and building but the final product will be passed to NR and LNER to operate as a railway asset. The Council has entered into separate Deeds of Undertaking with each party agreeing that the Council will not enforce the CPO against either party but including heads of terms for subsequent agreements including a transfer of all the land acquired to Network Rail following demolition of existing properties, a development agreement for the new station building, MSCP and public realm, an Asset Protection Agreement, building licences on operational land and dedication agreements for highway adoption.

Special considerations

4.1.14 Northern Powergrid are the only statutory undertaker that has objected to the CPO. A draft deed of undertaking has been offered to NP which will ensure protection of their apparatus and removal at the Council's cost.

4.2 THE JUSTIFICATION FOR THE USE OF COMPULSORY PURCHASE POWERS

The purpose of the Compulsory Purchase Order

- 4.2.1 The purpose of the CPO is to secure the assembly of all the outstanding interests in the Order Land. The Order Land will then be used to enable the development of the Scheme. Thus, the Acquiring Authority’s objective in making the CPO is to enable the bringing together of all the interests necessary for the delivery of the Scheme.
- 4.2.2 The extent of the Order Land has been determined by the requirement to achieve the objectives of the Acquiring Authority, which are to deliver the Scheme.
- 4.2.3 It is necessary to have certainty that it will be possible to assemble all of the land required before development can commence. Consequently there must be certainty that land assembly can be achieved before the objectives of the Acquiring Authority can be met.

The Need for the Compulsory Purchase Order

- 4.2.4 There are multiple interests in the Order Land. There are 43 plots in the CPO (45 spaces on the schedule but two are not used) and many of these plots have multiple interests (i.e. where there are separate freeholders, leaseholders and/or occupiers). There are a total of 24 parties (39 including mortgagees and other qualifying interests) with legal interests listed in the Schedule to the CPO.
- 4.2.5 The Council has sought to acquire all of the required interests by agreement. The Council has been able to acquire by agreement the interests shown in the following table:

Plot Number	Former Owner	Interest/address
Plot 2	Pre-owned highway land	
Plot 8	Darlington East End Club	Freehold interest in Club and premises 6 Neasham Road.
Plot 10	ATS Property and Real Estate Ltd	Leasehold interests in workshop premises south of the East End Club
Plot 10	S&L Motor Vehicle Services	Leasehold interests in workshop premises south of the East End Club
Plot 13	David Purser	freehold interest in residential premises 14 Neasham Road.
Plot 15	Network Rail & LNER	see comment at para 4.1.11 above.
Plot 19	Pre-owned land.	
Plot 23	Profix Fabrications Ltd	Freehold interest in factory and premises at Garbutt Square.
Plot 24	Exhaust A Fix Ltd	Freehold interest in garage and premises, Bank Top Garage, Neasham Road
Plot 26, 31, 36, 37 & 42	Network Rail & LNER	see comment at para 4.1.11 above

Plot 32	137 & 139 Victoria Rd, and 97A & 97B Pensbury Street	Vacant residential premises acquired prior to making the CPO
Plot 38, 39, 40 & 41	Camerons Brewery Ltd	Freehold interest in Hogans Public House.
Plot 44	Pre-owned highway land	
Plot 45	Pre-owned former Cattle Market land, now vacant	

4.2.6 The Council has also reached agreement with the following owners and contracts are being progressed with solicitors and are due to complete in the near future:

Plot Number	Owner	Interest/address
Plot 5 & 6	Mr & Mrs Asma	Freehold interest in the former Grey Horse Inn, St John's Place and Pizza Station, 7 St John's Place
Plot 5	Mr Bouchaad	Assured Shorthold Tenancy in the first floor former Grey Horse Inn.
Plot 20 & 22	Railway Housing Association and Benefit Fund	Freehold interest in Office building, car park and premises at Bank Top House, Garbutt Square.

4.2.7 Despite the progress that the Council has made in acquiring the Order Land by agreement, the complex legal ownerships means that a CPO is necessary to secure the required land within a reasonable timeframe. Of the 43 plots, the Council can, at today's date, secure vacant possession of 21 by virtue of having been pre-owned or acquired by the Council by agreement with a further 4 plots in the course of being acquired by agreement. This leaves a further 21 plots where at least some legal interests have not yet been acquired by agreement and these must be acquired by compulsion to enable development of the Site although negotiations will continue throughout the process.

4.2.8 Given the number and complexity of the ownerships it is unsurprising that the Council has not been able to reach agreement for the acquisition by private treaty of all necessary land interests. Even if all of the owners were willing sellers, I would not expect an Acquiring Authority to be able to agree terms for the acquisition of all interests within an acceptable timescale. The delay that would inevitably arise if acquisition by agreement were to be relied upon would potentially prejudice and jeopardise the achievement of the Council's objectives. In my view it is improbable that development of the Scheme to accomplish the Council's objectives could be realised without the availability of compulsory purchase powers over all of the Order Land.

4.3 NEGOTIATIONS WITH AFFECTED OWNERS

- 4.3.1 Details of the land and interests to be acquired are set out in the Order Schedule and are shown shaded pink on the Order Map which accompanies it (see SD 2).
- 4.3.2 Prior to the scheme being adopted by the Council at its Cabinet meeting on 4th February 2020, opportunities were taken to acquire properties or start the acquisition process where the freeholders were looking to sell their interest - the East End Club (6 Neasham Road) acquired on 26th October 2018 and houses formerly in multiple occupation at 137/139 Victoria Road and 97 Pensbury Street, acquired 13th May 2020 although the negotiation process had started much earlier in 2018/19.
- 4.3.3 In January 2020 the Council wrote to all potentially affected owners, lessees and occupiers advising them that the Council was considering the station scheme and that if adopted by Cabinet it would be looking to commence land referencing and then make a CPO. The letter also confirmed that the Council would be looking to acquire interests by agreement in advance of the CPO if possible with compensation and costs being paid on the same basis as if a CPO was confirmed (as required in para 2 of the Guidance) and invited affected parties to make contact with me.
- 4.3.4 The Council made the formal decision to approve the concept and vision of the Station Improvement Scheme and carry out investigations into ownership and acquire properties in advance of CPO at its Cabinet meeting on 4th February 2020.
- 4.3.5 Following Cabinet approval the Council engaged Terraquest Ltd, a specialist land referencing firm, to undertake land referencing to identify all interests in land in the proposed scheme area and produce a schedule and plan to use in connection with the proposed Order. On 22nd May 2020 the Council sent a covering letter with questionnaires from Terraquest asking all owners, lessees and occupiers to contact me and again confirming that it was the Council's intention to acquire by agreement if possible and that fees and costs would be paid by the Council (as required in para 2 of the Guidance) and that a fee policy was available.
- 4.3.6 Land referencing continued throughout 2020 and Terraquest subsequently produced the CPO schedule following investigations made by questionnaire, interrogation of Land Registry documents, telephone calls and some site visits. By the end of this process most owners, lessees and occupiers had made contact with me. Any that hadn't were followed up directly by site visit, personal letter or telephone calls.
- 4.3.7 In January 2021 the Council sent letters to all owners, lessees and occupiers informing them of the Council's intention to seek Cabinet authority to make and pursue a CPO and asking them to make contact with me if they hadn't already done so. Cabinet subsequently approved the scheme and authorised the CPO on 12th January 2021 and the CPO was made on 29th January 2021.

- 4.3.8 There are 43 plots identified in the CPO plan and schedule although this includes small areas of unknown ownership, areas under current adopted highway and land already owned by the Council. A number of plots have now been acquired by agreement comprising eight separate interests with a further four agreed in principle and likely to complete in the next few weeks. The interests of Network Rail and LNER are not being acquired as they are partners in the scheme but a Deed of Undertaking has been entered into as detailed above. Only 10 owners or lessees have not agreed terms in principle for an acquisition by agreement (including those in para 4.4 below) and negotiations continue with all of them.
- 4.3.9 Mr Richard Farr of Sanderson Weatherall was instructed as specialist valuer to represent the Council in respect of 7 properties either requiring special expertise or where there was a conflict of interest. Two of these properties have been acquired by agreement but 5 are not agreed and negotiations continue.
- 4.3.10 In line with the Guidance on Compulsory Purchase Process and The Crichel Down Rules 2021 (general overview point 3), all claimants have received correspondence from the early stages of the process and have been advised that they are entitled to representation by a solicitor and valuer or surveyor and that reasonable fees will be payable by the Council (as required by para 19 of the guidance). In those cases where the claimant seemed not to be represented the Council has urged the claimant to engage a suitably qualified surveyor and where appropriate has provided a list of Chartered Surveyors to help with the process. Claimants whose first language is not English have been offered assistance to engage specialist representation in their own language. Where possible offers have been made at an early stage although Covid 19 did have an impact on when (and whether claimants were prepared to allow) inspections could be carried out. In some cases offers could not be made until legal documents or financial information were made available, but in all cases negotiations commenced prior to the making of the Order and offers were made as soon as possible thereafter.
- 4.3.11 A summary of the efforts that have been made to acquire by agreement the other interests in property outside of the Council's ownership required for the CPO scheme, as well as an update on the current status of discussions, is included at the table in Appendix RTA2 which is a more detailed version of SD43.

4.4 OBJECTIONS TO THE COMPULSORY PURCHASE ORDER

- 4.4.1 The Secretary of State received 9 objections to the CPO. At the time of writing, there are 6 remaining objections to the CPO following the withdrawals by Network Rail, LNER and ATS of their objections. In all cases, there has been dialogue between the objector and the Acquiring Authority.
- 4.4.2 In this section, for each objection made (save where these have subsequently been withdrawn) I summarise the property interest that is owned, the grounds of objection, and identify the witness responding to each ground of objection. Where I

provide a response to any ground of objection this follows, together with a summary of the current position in discussions with each objector.

4.4.3 The plots identified are included in the CPO as “pink land” to be acquired. The plot references are on the Order Map (CD).

4.4.4 Objections are set out in the following table.

Plot Numbers	Objector	Property Interest	Grounds of Objection	Witness Responding
27	United Parking	Leasehold interest in 3,239 square metres, or thereabouts, of surface car park.	<ol style="list-style-type: none"> 1. The economic, environmental and social benefits of the CPO Scheme have not been identified 2. The causal link between such benefits and CPO Scheme are not identified 3. There is no planning proposal or an (implementable) planning permission 4. The acquiring authority has failed to identify full funding to implement the CPO scheme (DfT funding has not been confirmed) 5. There is a failure to identify that scheme is financially viable 6. Attempts to acquire by private treaty have been inadequate 	<ol style="list-style-type: none"> 1. Jonathan Spruce, David Colley, Dominic Waugh & Graeme Dodd 2. Jonathan Spruce, David Colley, Dominic Waugh & Graeme Dodd 3. Dominic Waugh 4. Ian Stewart 5. Ian Stewart 6. Richard Adamson
27 & 28	Dewton Ltd	Freehold interest in 3,239 square metres, or thereabouts, of surface car park.	<ol style="list-style-type: none"> 1. Insufficient information has been provided to enable a proper understanding of why the land has been included in the CPO. 2. No evidence to demonstrate the advantage in using the objector's land as opposed to alternative sites. 	<ol style="list-style-type: none"> 1. Jonathan Spruce 2. Jonathan Spruce

			<p>3. No evidence to support the need for an additional 234 parking spaces (given the reduction in demand attributable to the Covid-19 pandemic)</p> <p>4. No explanation as to why the plot uses cannot continue as part of the Scheme</p> <p>5. No formal engagement, no offer</p>	<p>3. Jonathan Spruce & Dominic Waugh</p> <p>4. Graeme Dodd</p> <p>5. Richard Adamson</p>
12	Mr Singh Dhatt & Mrs Kaur	Freehold interest in possession, Fish and chip shop with residential accommodation above.	<p>1. There is no need to acquire the property for the CPO Scheme</p> <p>2. Acquisition would severely affect business and harm the occupants' livelihood</p> <p>3. A family home is threatened by the Scheme</p> <p>4. Loss of the business would be the loss of a facility integrated with the local community</p>	<p>1. Jonathan Spruce, Graeme Dodd & David Colley</p> <p>2. Richard Adamson</p> <p>3. Jonathan Spruce</p> <p>4. Jonathan Spruce</p>
14	Mr & Mrs Wong	Freehold interest in possession, residential property 16 Neasham Road.	Residential property, includes former business kitchen, converted to full residential at considerable expense and effort. 10% uplift insufficient.	Richard Adamson
43	Nicola Allen as Advocate for Paul Million and Adam Watson.	Freehold interest in 489 square metres or thereabouts of buildings and premises, 1-4 Park Lane and 1 Waverley Terrace being unoccupied residential accommodation in need of significant refurbishment with	<p>1. Legal impediment - lack of expediency/Objection by Network Rail</p> <p>2. The causal link between this part of the CPO Scheme and plot 43 not identified (lack of scheme definition causing uncertainty why the plot in question is needed)</p>	<p>1. Richard Adamson</p> <p>2. Jonathan Spruce</p>

		warehouse/workshop to the rear.	<p>3. The acquiring authority admits it is difficult to quantify benefits of the Gateway, so the need for this part of the CPO Scheme is brought into question</p> <p>4. There is no planning permission for the CPO Scheme [and development plan support is not sufficient to support a compelling case]</p> <p>5. Neighbourhood benefits though desirable are not necessarily sufficient justification</p> <p>6. The link between good transport links and improvements in appearance are nebulous</p> <p>7. An alternative scheme design (based on need, not what is 'desirable') could avoid acquisition of plot 43</p> <p>8. The property is a Home as well as a business – therefore articles 8 and 1 of the First Protocol of the ECHR may be breached (no overriding interest shown)</p> <p>9. The Town Fund is uncertain and does not demonstrate security of funding</p> <p>10. Lack of “justification or quantification” of social benefits, which may therefore affect viability</p>	<p>3. Jonathan Spruce</p> <p>4. Dominic Waugh</p> <p>5. Jonathan Spruce</p> <p>6. Jonathan Spruce</p> <p>7. Graeme Dodd, Dominic Waugh & David Colley</p> <p>8. Richard Adamson</p> <p>9. Ian Stewart</p> <p>10. Jonathan Spruce</p>
	Northern Powergrid Holdings	Electricity supply infrastructure.	The proposed CPO Scheme/CPO does not safeguard NPG’s apparatus in the area	Richard Adamson

Response to specific objections

4.4.5 Plot 27 United Parking. Point 6 – “Attempts to acquire by private treaty have been inadequate”.

Response: The Council wrote to United Parking in January 2020, May 2020 and January 2021 setting out the Council’s intentions, informing that the Council would pay fees and costs for a surveyor, and asking for the company to make contact with the Council to discuss an acquisition by agreement. No response was received to these letters. I also understand that during this period Terraquest sent questionnaires and reminders to United Parking and finally received a completed questionnaire on 7th Jan 2021. Mr Farr advises me that he then received a call from the company on 18th February 2021 and responded with a fee undertaking on 19th February. He also advises that United Parking confirmed that they had appointed a Chartered Surveyor on 25th February and that negotiations have continued since then with regular contact. Mr Farr has asked the Chartered Surveyor acting for United Parking if they would consider exploring the use of Alternate Dispute Resolution to reach an early agreement.

4.4.6 Plot 27 & 28 Dewton Ltd. Point 5 – “No formal engagement, no offer”.

Response: The Council wrote to Dewton Ltd in January 2020, May 2020 and January 2021 setting out the Council’s intentions, informing that the Council would pay fees and costs for a surveyor, and asking for the company to make contact with the Council to discuss an acquisition by agreement. No response was received to these letters. I also understand that during this period Terraquest sent questionnaires and reminders to Dewton and finally received a completed questionnaire on 7th Jan 2021. Mr Farr advises me that he sent an introductory letter to the company on 16th February 2021 and followed up with a telephone call on 18th February and then sent a copy of the Council’s fee policy on 19th February. Mr Farr also advises that Dewton confirmed that they had appointed a Chartered Surveyor on 25th February and that negotiations have continued since then with a formal offer being made on 14th May 2021 and regular contact throughout. Mr Farr has asked the Chartered Surveyor acting for Dewton if they would consider exploring the use of Alternate Dispute Resolution to reach an early agreement.

4.4.7 Plot 12 Mr Singh & Mrs Kaur. Point 2 – “Acquisition would severely affect business and harm the occupants’ livelihood”. Point 3 - “A family home is threatened by the Scheme”. Point 4 – “Loss of the business would be the loss of a facility integrated with the local community”.

Response: Point 2 – the Compensation Code ensures that all claimants are put in the same position financially after the acquisition as they are in before the scheme. Mr Farr has asked the Chartered Surveyor acting for the claimant if they would consider exploring the use of Alternate Dispute Resolution to reach an early agreement.

4.4.8 Plot 14, Mr & Mrs Wong – “Residential property, includes former business kitchen, converted to full residential at considerable expense and effort. 10% uplift insufficient.” My understanding is that the claimant converted the property from a

hot food takeaway to a house for their retirement at considerable expense and effort, I believe carrying out the work themselves, and they feel that they should be entitled to both the value of the house and the cost of the works they carried out.

Response: An offer of compensation based upon my assessment of open market value, 10% Statutory Loss payment and disturbance compensation as appropriate (including fees) was made on the 29th March 2021 following prior inspection (Covid made it difficult to arrange inspections before this). The Council has acknowledged that the subject property is in an area which commands a lower value than similar residential properties in other areas which would make it difficult to acquire a replacement and has approved that the Council will pay above open market value so that the claimant can relocate. This has been communicated to the claimant's agent and negotiations continue. The claimant's costs of conversion have no bearing on compensation (except in so far as they may have contributed to the value of the property) as the entitlement to compensation is based on the open market value of the property plus statutory loss payments and disturbance compensation. By way of explanation, the claimant's financial loss is the value of the property as it stands now, ie what it could be sold for on the open market. The costs of conversion only contribute to achieve the current value.

4.4.9 Plot 43, Paul Million and Adam Watson. Point 8 – “The property is a Home as well as a business – therefore articles 8 and 1 of the First Protocol of the ECHR may be breached (no overriding interest shown)”

Response: Whilst part of the property has a residential use, at the time of inspection there was no evidence that there was anyone living at the property and the residential part of the property appeared to be incapable of occupation without significant refurbishment. Even if the property has been refurbished and a residential occupier is in possession it would be proportionate to acquire the property to achieve the scheme. Mr Spruce has explained in his evidence that the Acquiring Authority has taken into account the provisions of the European Convention on Human Rights and has considered the proportionality of promoting the CPO.

4.4.10 Northern Powergrid – “The proposed CPO Scheme/CPO does not safeguard NPG's apparatus in the area”.

Response: The Council has offered a draft deed of undertaking to NP which will ensure protection of their apparatus and removal at the Council's cost.

5. CONCLUSION

- 5.1 In accordance with the Guidance the Council has sought to acquire the Order Land wherever possible by means of agreement rather than by compulsory purchase.
- 5.2 The Council made reasonable attempts to reach agreement with land owning objectors in advance of compulsory acquisition.

- 5.3 Negotiations to acquire land have been ongoing with the Objectors since the Order was submitted for confirmation.
- 5.4 The Council has undertaken to meet the reasonable professional fees and costs incurred by those parties with whom it has been negotiating and those affected land owners and occupiers. The costs referred to include the costs of translation services where appropriate and surveyor's fees to help with the identification and purchase of suitable relocation properties.
- 5.5 The Council has sought to provide general updates in relation to the scheme and has met with land owners and occupiers to provide more detail and answered queries on technical matters where requested to do so.
- 5.6 The Council continues to work with affected parties and will endeavour to reach agreement wherever practically possible without the use of compulsory purchase powers.
- 5.7 A further update on progress relating to the outstanding objections will be provided during the Public Inquiry.
- 5.8 My conclusions on the CPO are that:
- (a) the interests and rights included within the Order Land are required in connection with the carrying out of the Scheme in accordance with the objectives of the Acquiring Authority;
 - (b) without the CPO, there is no reasonable prospect that the required interests and rights could be assembled within an acceptable timescale;
 - (c) therefore without the CPO, the Acquiring Authority would not be able to deliver the Scheme for this important proposal to transform the gateway to Darlington;
 - (d) the objections made have been fully considered. The Acquiring Authority has sought to address the concerns raised where it is practicable to do so without prejudicing the Scheme. In particular the Council has taken great care to ensure that the impact of the Scheme upon those most affected is kept to a minimum; and
 - (e) none of the objections made amount to a good reason to either modify or refuse to confirm the CPO.
- 5.9 In my opinion the CPO is demonstrably in the public interest and should be confirmed.

6. DECLARATION

- 6.1 I confirm that I have made clear which facts and matters referred to in this proof of evidence 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 and I confirm that I have understood my overriding duty to the inquiry in this regard.
- 6.2 I confirm that my evidence includes all facts which I regard as being relevant to the opinions I have expressed and that attention has been drawn to any matter known to me that would affect the validity of those opinions.
- 6.3 I confirm that my report complies with the requirements of RICS – Royal Institution of Chartered Surveyors, as set down in the RICS practice statement “Surveyors acting as expert witnesses”.