

Statement of Evidence – Virginia Blackman

The London Borough of Ealing (The Green, Southall) Compulsory Purchase
Order 2021

18 September 2022

Contents

1.	Introduction	3
2.	Scope of Evidence	3
3.	The Need for the Inclusion of All Land and Interests	4
4.	The Requirements of Government Guidance	6
5.	Compensation Principles and the Framework for Undertaking Negotiations	7
6.	Undertaking Negotiations	8
7.	Responses to Objections	9
8.	Conclusion	11
9.	Statement of Truth and Declaration	12

Appendices

Appendix I Overlay Plan

Appendix II Summary of Negotiations

Report title: Statement of Evidence

Prepared by: Virginia Blackman

Status: Final

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1. Introduction

- 1.1 My name is Virginia Heloise Blackman. I hold a BSc (Hons) in Rural Estate and Land Management. I have been a Member of the Royal Institution of Chartered Surveyors since November 2000 and am a Registered Valuer. I am a Principal and National Head of the Site Assembly and Compulsory Purchase team at Avison Young.
- 1.2 Avison Young is one of the leading property consultants in the UK with offices in London, Birmingham, Bristol, Cardiff, Edinburgh, Glasgow, Dublin, Belfast, Leeds, Newcastle, Liverpool and Manchester. Avison Young currently comprises 1,600 staff with an annual turnover in excess of £150,000,000 in the UK and over 5,500 staff worldwide. Avison Young purchased GVA on 1 February 2019, and any references to Avison Young prior to that date refer to the predecessor firm, GVA.
- 1.3 The firm offers a wide range of property advisory services including property and asset management, transactional services, professional and consultancy advice. The Site Assembly and Compulsory Purchase team forms part of the Planning, Development & Regeneration Division, and is involved in a number of significant development, regeneration and infrastructure schemes using compulsory purchase powers.
- 1.4 Avison Young has advised and is advising a range of clients including local authorities, developers and housing associations on the use of compulsory purchase to assemble their sites for redevelopment. This includes a range of schemes including town centre developments, residential and mixed use schemes. Key projects include; The Landing Maidenhead, High Road West Tottenham, Graham Park Barnet, Calverley Square Tunbridge Wells, West Hendon Barnet, Aylesbury Estate Southwark, Willenhall Walsall, and Hartropp & Lannoy Point Hammersmith and Fulham.
- 1.5 I have advised on the promotion of over 40 compulsory purchase orders, the majority of which were under Town and Country Planning Act 1990 powers, which are being used in this case.
- 1.6 Avison Young has been instructed by Peabody (the Developer) to provide advice in respect of site assembly including compulsory purchase for the Scheme since 2018. Avison Young also owes The London Borough of Ealing a duty of care in undertaking negotiations to acquire property interests and they are able to rely on our advice in this matter. My evidence, therefore, is given on behalf of both the Council and the Developer.
- 1.7 As a Chartered Surveyor acting as an Expert Witness in a Public Inquiry, I am required to include in my evidence a declaration that my evidence is produced in accordance with the Royal Institution of Chartered Surveyors' Practice Statement on "Surveyors acting as Expert Witnesses (Fourth Edition) 2014". This is included at the end of my evidence.

2. Scope of Evidence

- 2.1 In my evidence I will:-
- 2.2 Demonstrate the need for all relevant land and rights within the Order.
- 2.3 Demonstrate how reasonable efforts have been made to acquire remaining third-party interests within the Order Land.
- 2.4 Respond to any objections made that relate to the areas covered in my evidence.

3. The Need for the Inclusion of All Land and Interests

- 3.1 The need to acquire all of the land included in the Order arises from the Council's objectives and policies that seek the comprehensive redevelopment of the area known as The Green, Southall, which I refer to as the Scheme. The detail of such policies and objectives are dealt with by Mr Stackhouse in his Statement of Evidence at section 3. The Order Land and new rights identified are required to secure the delivery of the Scheme.
- 3.2 As part of the process to deliver the Scheme, the Developer submitted a full planning application to the Local Planning Authority in July 2021. The Scheme is described in section 4 of the evidence of Mr Baines. The Council's Planning Committee resolved to grant Planning Permission 215058FULR3 on 20/10/2021 subject to conditions, and the completion of a Section 106 Agreement subject to the referral to the Secretary of State and the Stage 2 referral to the Mayor of London. A decision notice and signed Section 106 agreement was issued on 9th September 2022.
- 3.3 There are a significant number of third-party interests identified in the Order Schedule – with 71 parties who own a freehold or leasehold interest, or are tenants and occupiers, or where the acquisition of new rights is required. In light of the number of interests required I believe that it is unlikely that the Developer or the Council will be able to acquire all the necessary interests by agreement, within a reasonable timescale, without the exercise of compulsory purchase powers.
- 3.4 The extent of the land and new rights required for the Scheme has been a product of careful consideration by the Council, the Developer and their professional teams. There has been a process of refining the extent of the land and rights necessary which has included a series of meetings and site visits to ensure that only such land and rights as are necessary for the delivery of the Scheme have been included in the Order.
- 3.5 This point is evidenced through the removal of the Tudor Rose from the Order Schedule in July 2020 following consultation with the community. The detail of this is set out in the evidence of Ms Young at paragraph 6.4 but in summary the Developer and Council officers carefully considered the impact of removing the Tudor Rose from the Scheme and Council officers representing the Council's interests as landowner recommended that the building be retained, although some improvements to disabled persons access, its setting and façade would be welcome to enhance the success of the Scheme and to benefit the building itself. Following this review, the Scheme no longer requires acquisition of the Tudor Rose, but various rights to carry out works to the exterior of the building will be required. This is reflected in the Order Map and Schedule, showing the Tudor Rose shaded blue, with rights only required.
- 3.6 I have illustrated the need for all the Order Land on the plan at Appendix 1. This shows the Order Land outlined in red. The planning permission boundary is outlined in blue, with the outline of proposed development is shaded green. This illustrates that in order for the Scheme to deliver its objectives, all interests identified in the Order are required to facilitate its implementation.
- 3.7 Accordingly, confirmation of this Order as submitted is necessary to ensure that the Scheme can be delivered. Other witnesses will demonstrate the need for the Order Land and rights in the context of planning policy and Scheme design.
- 3.8 The Council also considers that the public interest that is to be served by the Scheme and the wider social, environmental, and economic benefits to be realised because of the regeneration proposals within the Scheme outweigh the necessary interference with the human rights of those with interests in and rights over the Order Land. This is considered in further detail in the evidence of Ms Young at section 7.

- 3.9 In conclusion, the Council has considered carefully the exercise of its compulsory purchase powers and has determined that this is necessary and justifiable in the public interest to enable the Scheme to be delivered as a comprehensive whole and in accordance with their policies and aspirations.
- 3.10 I endorse this view. In my experience the assembly of large sites with large numbers of existing owners and occupiers within existing urban areas can only be resolved satisfactorily by the use of compulsory purchase powers.

4. The Requirements of Government Guidance

- 4.1 In July 2019, the Ministry of Housing, Communities and Local Government (MHCLG) published revised Guidance on the Compulsory Purchase Process and the Crichel Down Rules, ('the Guidance') [CDB.1], replacing the March 2018 Guidance on the same subject. In preparing and making the Order, the Council and the Developer have ensured that the Guidance has been followed.
- 4.2 The Guidance includes policy advice in respect of attempts to acquire all third-party property and rights included within the Orders by agreement.
- 4.3 Paragraph 17 of the Guidance states that the confirming authority will expect the acquiring authority to demonstrate that they have taken reasonable steps to acquire all of the land and rights included in the Order by agreement. It advises that Acquiring Authorities are expected to provide evidence that meaningful attempts at negotiation have been pursued except where land ownership is unknown or in question.
- 4.4 Para 3 of the Guidance states that when offering compensation in advance of a compulsory purchase order, they should consider the overall costs of the compulsory purchase process. Where land is being acquired by agreement in the shadow of a compulsory purchase order, compensation should be paid as if it has been compulsorily purchased, unless the land is already on offer on the open market.
- 4.5 Para 3 of the Guidance also states that in order to reach early settlements, public sector organisations should make reasonable initial offers and be prepared to engage constructively with claimants about relocation issues and mitigation and accommodation works where relevant.
- 4.6 Section 19, amongst other matters, states that Acquiring Authorities should consider funding landowners' reasonable costs of negotiation or other costs and expenses likely to be incurred in advance of the process of acquisition.
- 4.7 In section 5 below, I set out further information on the overall approach and compensation principles underlying the negotiations undertaken, and in section 6, have provided an update on these negotiations, together with the schedule at Appendix 2. I demonstrate how the Guidance has been followed in preparing for and making the Orders.

5. Compensation Principles and the Framework for Undertaking Negotiations

- 5.1 The Statutory Compensation Code (the Code) provides the framework by which compensation is assessed to ensure the right compensation is paid to those affected. The Code is made up of legislation and case law which has developed over the preceding 150 years or so. The Code provides a set of legal principles which ensures a consistent and fair approach is taken to the assessment of losses.
- 5.2 The key overarching principle of the Code is that the claimant should be put in the position they were prior to the acquisition, so far as money can. This involves determining what losses are attributable to the scheme and what would be likely to have happened if the scheme did not go ahead. In summary the Code provides for several different types of compensation:
- Market value of the property or land acquired
 - A statutory loss payment linked to the value of the land or size of the building
 - Any disturbance costs resulting from the acquisition e.g., the reasonable costs of moving home or a business and reinvestment costs for purchasing a new property
 - Reimbursement of reasonable professional fees
- 5.3 Statutory compensation therefore constitutes a key aspect of ensuring a fair balance has been struck between the competing interests of the individual and of the community as a whole.

Quantum of compensation

- 5.4 Whilst the quantum of compensation offered is not a matter for the Inquiry, the Guidance requires substantive attempts to be made to acquire land interests by agreement.
- 5.5 It is not necessary and would not be reasonable to expect the promoter to offer a level of compensation in excess of that provided by the Code. Instead, the Code provides a framework for the assessment of compensation which can also be used to guide negotiations. The negotiations and offers to acquire which have been made to the outstanding interests within the Order Land reflect the statutory compensation payable under compulsory purchase.
- 5.6 As is common in areas identified for development within local plan documents, I am aware that developers and speculators have previously made offers to purchase or entered into option agreements with a number of landowners and occupiers within the site. These offers and options were at prices which, in my view, often exceeded the market value of the properties, and they did not progress to a sale of the property. However, these prior discussions have raised expectations of the market value of property within the Order Land and impacted on the ability to acquire land by agreement.

6. Undertaking Negotiations

- 6.1 Avison Young was instructed to commence negotiations to acquire third party interests required to deliver the scheme in April 2019. Since that date, on behalf of the Developer and the Council, we have undertaken substantive negotiations to acquire properties by agreement. Undertaking substantive negotiations does not simply involve making offers to acquire properties. Instead, it involves engaging with affected parties, considering and addressing other concerns they may have regarding the scheme, acquisition or relocation, whilst seeking to acquire their property by agreement.
- 6.2 My team is currently undertaking negotiations to acquire interests within the Order Lands. As outlined in section 5, these negotiations are guided by the principles of the Code. A chronology of negotiations has been provided below.

Chronology

- 6.3 Peabody was selected as the Council's preferred development partner in 2018. Avison Young was instructed in 2019, and initial contact was made with all third-party interests in February 2019 and April 2019. More detailed letters were sent to all registered interest in June 2019 and September 2019 informing of the planning consultation and again seeking to open negotiations to acquire each third-party interest by agreement. There was then a period of time during the pandemic and a redesign of the Scheme excluding the Tudor Rose when no proactive negotiations to acquire were undertaken.
- 6.4 Peabody then wrote to all known third party interests in February 2021 explaining the likely date of the submission of the planning application.
- 6.5 The most recent general contact from Avison Young to all registered interests was in June 2021 providing an update on the submission of the planning application and seeking to acquire each third-party interest by agreement. Following this, affected parties will have received various formal notices including land referencing requisition notices and notices of making of the Order. Avison Young has responded to contact from third parties and inquiries raised as a result of the statutory notices served as part of the compulsory purchase process and continues to attempt to acquire properties by negotiation.
- 6.6 In parallel with the above, since February 2019 Avison Young has continued to engage with affected parties and their appointed surveyors on an individual basis to progress negotiations. A more detailed schedule of negotiations has been provided at Appendix 2.

Summary

- 6.7 Avison Young has contacted all owners within the Order Land, excluding land owned by the Council. We have received responses from 90% of those contacted. Negotiations have progressed since 2019 with 13 parties appointing a specialist surveyor to act on their behalf and in many cases, negotiations are continuing to progress. Avison Young has met with c 84% of the owners to discuss and understand their property interests and for the occupational interests to understand their relocation property needs.
- 6.8 Via Avison Young, the Developer has made financial offers to acquire 74% of the registered freehold and long leasehold interests, where sufficient information has been available to enable a reasonable assessment of value. Financial offers have been made in line with the Compensation Code including assumptions reflecting the non-market elements of compensation under compulsory acquisition. For occupying businesses, the focus of discussions has been requirements for relocation property for the business.
- 6.9 Recent negotiations undertaken include

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- 6.9.1. A meeting with St Anselm's Church 26 August 2022 to discuss their concerns over access, security, car parking and the siting of the replacement electricity sub station
- 6.9.2. A meeting with the agent acting on behalf of the occupier of Monsoon Banqueting 14 September 2022
- 6.9.3. Offers to purchase made to the agent acting on behalf of a landowner in Dilloway Yard August 2022
- 6.9.4. Undertakings to reimburse professional fees for a landowner in Dilloway Yard – September 2022
- 6.9.5. Discussions regarding disturbance compensation with the agent acting on behalf of Medina Dairies – August 2022

7. Responses to Objections

- 7.1 The Secretary of State has received sixty-three objections against the confirmation of the Orders. A summary of objectors has been provided at CDA8. These include 39 non-statutory and 24 statutory objections. A summary of my response to key objection themes within the scope of my evidence, and the Council's response is provided below:

CPO defective and/or flawed

- 7.2 This objection theme is addressed at section 11.16-11.17 of the Statement of Case. The Order was properly made and notified / advertised by the Council. However, given the concern over the change of address, the Council decided that it would be appropriate to give affected parties more time to check their objection had been received (or indeed to make a new objection). Therefore, new letters were posted to affected parties, and the objection time period was extended to 17 January 2022. In addition, further site notices were placed around the area on 13/01/2022. Copies of the documents were available within the library at the Dominion Centre until the end of January. The PCU received further objections during this extended time period.
- 7.3 The Council is content that the CPO process has been carried out properly and effectively, and that all affected parties have had reasonable time to consider the impact on them or their property, and to make an objection if they chose to do so. I agree with this position, and as is set out above, a number of objectors used this additional time to submit their objection.

Subject land has alternative development opportunity

- 7.4 This objection theme is addressed at section 11.35-11.37 of the Statement of Case where it is stated that the Council is content that the scheme is the best way to deliver on policy objectives.
- 7.5 As considered within section 3 of this Statement of Evidence, the Order Land and new rights identified are required to secure the delivery of the Scheme. There has been a process of refining the extent of the land and rights necessary which has included a series of meetings and site visits to ensure that only such land and rights as are necessary for the delivery of the Scheme have been included in the Order.
- 7.6 Mr Baines sets out the details of the Scheme at section 4 of his evidence and Mr Stackhouse sets out how the Scheme delivers on adopted planning policy at section 3 of his evidence, and why a comprehensive approach is required to deliver these.

- 7.7 The Council is content that a comprehensive approach to redevelopment requiring all of the Order Land is required to ensure delivery of the Council objectives and I agree with this position. In my experience, it is not usually possible to assemble sites for development requiring a comprehensive approach where there are this number of third party owners and occupiers without the use of compulsory purchase.

Impact on Access

- 7.8 This objection theme is addressed at section 11.38 of the Statement of Case. The matter is also addressed within paragraph 6.5 of the Statement of Evidence of Mr Church.
- 7.9 In addition, the Developer has confirmed to all affected businesses that existing rear access rights to the rear of 72-98 The Green will be maintained throughout construction and following completion of the Scheme.
- 7.10 The Council is content that suitable access will be retained both during construction and following completion of the Scheme, and this has been communicated to all affected parties. I agree with this position.

Concerns about the impact on existing economy

- 7.11 This objection theme is addressed at section 11.43-11.45 of the Statement of Case. As discussed within section 6 of this Statement of Evidence, Avison Young has been in discussion with existing business owners and occupiers regarding relocation of their businesses. Our priority throughout the negotiation process has been to support the continuation of business activities.
- 7.12 The economic benefits of the scheme are considered within section 8 of the Statement of Case, and within the Statement of Evidence of Mr Stackhouse. The Council considers that any impact on the existing economy can be mitigated as set out above, and that the Scheme will improve the economy of the area.
- 7.13 I agree with that view and Avison Young will continue to work with affected business owners to assist in relocation of businesses.

Concern about relocation options

- 7.14 This objection is addressed at section 11.43-11.45 of the Statement of Case. As detailed above at paragraph 7.15 and discussed within section 6 of this Statement of Evidence, Avison Young are committed to the continuation of negotiations to acquire interests by agreement. This process will include provision of assistance in relocation of occupiers where possible.
- 7.15 In July 2022 Peabody instructed Monarch Commercial, a local firm of property advisors, to assist in acquisitions across the site, including identification of potential relocation property for affected businesses.
- 7.16 In addition, the Developer has provided undertakings to six parties for reimbursement of professional fees to assist in dealing with the acquisition of their property and potential relocation of their business.
- 7.17 The Council is content that assistance is being provided to affected parties to assist in relocation of their business and I agree with this view.

Object on the grounds of inadequate Negotiation

- 7.18 This objection is addressed at section 11.62-11.64 of the Statement of Case. Further, as detailed at section 6 of this statement and the schedule at Appendix 1, Avison Young has undertaken negotiations with over 90% of the site, excluding land owned by the Council. The Developer has made financial offers

to acquire 74.2% of registered interests. Avison Young will continue to engage in negotiations to acquire by agreement.

7.19 I am content that adequate negotiation has been undertaken, and this will continue throughout the process.

Conclusion

7.20 I have carefully considered the objections received in relation to the Order which fall within the scope of my evidence. Based on my experience of similar compulsory purchase orders elsewhere, I do not consider any of these objections should prevent the confirmation of the Order in respect The Green, Southall.

8. Conclusion

8.1 In conclusion,

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

9. Statement of Truth and Declaration

- 9.1 I confirm that I have made clear which facts and matters referred to in this report are within my own knowledge and which are not. Those that are within my own knowledge I confirm to be true.
- 9.2 The opinions I have expressed represent my true and complete professional opinions on the matters to which they refer.
- 9.3 I confirm that my report has drawn attention to all material facts which are relevant and have affected my professional opinion.
- 9.4 I confirm that I understand and have complied with my duty to the Public Inquiry as an expert witness which overrides any duty to those instructing or paying me, that I have given my evidence impartially and objectively, and that I will continue to comply with that duty as required.
- 9.5 I confirm that I am not instructed under any conditional or other success-based fee arrangement.
- 9.6 I confirm that I have no conflicts of interest.
- 9.7 I confirm that I am aware of and have complied with the requirements of the rules, protocols and directions of the Public Inquiry.
- 9.8 I confirm that my report complies with the requirements of RICS – Royal Institution of Chartered Surveyors, as set down in the RICS practice statement ‘Surveyors acting as Expert Witnesses’.

Signed:

A handwritten signature in black ink, appearing to read 'V Blackman', followed by a horizontal line extending to the right.

Virginia Blackman BSc (Hons) MRICS

Dated: 18 September 2022

Appendix I

Overlay Plan

Appendix II

Summary of Negotiations

Avison Young

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