

SUMMARY PROOF OF EVIDENCE

HENRY CHURCH MRICS

On behalf of
Bristol Airport Limited

**The Bristol Airport Limited (Land at A38 and
Downside Road) Compulsory Purchase Order
2020**

June 2021

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1.0 Introduction and Role

- 1.1 My name is Henry John Church. Details of my Qualifications and Experience are set out in my Proof.
- 1.2 In respect of this instruction I confirm that I have complied with the RICS Professional Statement "Surveyors advising in respect of compulsory purchase and compensation".
- 1.3 My Expert Witness Declaration in accordance with the RICS Practice Statement "Surveyors Acting as Expert Witnesses" (Fourth Edition) 2014 is included at the end of my Proof.

2.0 Scope of Evidence

2.1 My evidence covers

- Approach to acquisitions;
- A summary of negotiations to acquire required interests by agreement;
- A summary of the remaining objections and a summary of 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 my colleague John Gunthorpe who is a Director in the CBRE CPO Team, other professional advisers to BAL and BAL employees.

3.0 Background

SCHEME OVERVIEW

- 3.1 A brief overview of the scheme is set out in my Proof

MAKING OF THE ORDERS

- 3.2 The Bristol Airport Limited (Land at A38 and Downside Road) Compulsory Purchase Order 2020 ("the Order") was made on 15 September 2020.

4.0 Securing Powers

COMPULSORY PURCHASE POWERS

- 4.1 I am advised that BAL is the relevant airport operator for Bristol Airport, being the company responsible for management of the Airport. BAL is using powers enabled by section 59 of the Airports Act 1986 (the "Airports Act") [Core Document CD 5.14]. While some of the Order Land is required only for construction purposes, I am advised that the compulsory purchase powers available to BAL do not allow it to compulsorily acquire new rights over land for use as construction areas for the off-airport highways works or take temporary possession of it. BAL must acquire the Order Land permanently, even on plots where BAL does not propose to undertake permanent highway works. Therefore freehold interests are being sought over all of the Order Land with the undertaking that BAL will offer back land to the original landowners, which is not required permanently, subject to BAL retaining any necessary rights (for example to diverted services and drainage) and subject to other terms being agreed, including compensation. The Order Land falling within this category is plots 4, 6, 11, 13, 15, 17 and 22 (as shown on the Order Map) and shaded blue on the plan at Appendix HC1 (note that plot 1 is shaded blue erroneously).
- 4.2 BAL continues to negotiate with affected parties to acquire the necessary use of the land and rights by agreement.

COMPLIANCE WITH MHCLG GUIDANCE ON THE USE OF POWERS

- 4.3 The Ministry of Housing, Communities and Local Government's Guidance "*Guidance on Compulsory purchase process and The Crichel Down Rules*" (July 2019) ("the **Guidance**") [Core Document CPO13] provides a step by step guide to those bodies proposing to compulsorily acquire land.
- 4.4 I set out, in my Proof, how BAL has
- Demonstrate an ability to acquire interests by agreement;
 - 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.
- 4.5 I also confirm that BAL has undertaken to meet the reasonable professional fees and costs incurred by those with whom it has been negotiating.

4.0 Securing Powers

LAND HAND BACK

- 4.6 Where land is only required for temporary construction purposes, however, then BAL undertakes to offer such surplus land back to the existing landowner, subject to the need to retain any rights (for example for diverted utilities in the highway verge) and subject to the agreement of compensation.

5.0 Objectors

OVERVIEW

- 5.1 BAL received 32 objections to the Order of which 2 related to the acquisition of an interest in land (covering 8 plots in the Order) with a third from North Somerset Council ("NSC").
- 5.2 It is unclear whether NSC owns any land within the Order boundaries but it has occupier interests in respect of public footpaths and as the highway authority. 29 objections were based on an objection to the proposed expansion of the airport.
- 5.3 This section of my summary proof deals with those objectors who have an interest in land to be acquired under the Order.
- 5.4 An Appendix - Signposting of Responses to Objections is attached to my evidence at Appendix HC6, which summarises the objections received to the Order and identifies where the response is provided in BAL's evidence.
- 5.5 In addition I attach at Appendix HC5 to my evidence a statement from Simon Preece, Commercial Director at BAL and Andrew Griffiths, Chief Financial Officer at BAL, who respond to objections relevant to BAL's position as the Acquiring Authority.

BACKGROUND AND CONTEXT

- 5.6 Although BAL recommended that affected parties are represented by professional advisors, and indeed offered to pay reasonable fees, in fact only some of the affected parties are so represented.

AFFECTED PARTIES

Hawthorn Leisure (Mantle) Limited

Owner of plots 3 - 8

Overview and Effects of Scheme

- 5.7 An overview and consideration of the effects of the scheme are set out in my main report.
- 5.8 Hawthorn Leisure (Mantle) Limited ("Hawthorn Leisure") is the freehold owner of the property known as the Airport Tavern.
- 5.9 A ground of objection from Hawthorn Leisure is that BAL has not sought to negotiate. As this evidence demonstrates this is manifestly not true. Not only has BAL negotiated but it remains willing to do so.

5.0 Objectors

- 5.10 The scheme requires being plots 3-8, partly for highway improvements and part to facilitate construction. Of these, only plots 3, 5, 7 and 8 are required permanently with plots 4 and 6 required only temporarily.
- 5.11 A new access is proposed to be constructed to the Public House from Downside Road (see Appendix HC9).
- 5.12 The land to be acquired includes part of the car park and land at the frontage of the public house. Part of Hawthorn Leisure's objection is that the residual land post CPO would be commercially unviable. However, given assurances over access, I can see no reason why the public house cannot continue to trade following the completion of the works and operation of the scheme. The retained land includes the totality of the public house with an improved access via Downside Road.
- 5.13 As the schedule of contact at Appendix HC2 shows, engagement commenced between BAL and NewRiver REIT in November 2017 and has been maintained on a regular basis since this time.

Current position

- 5.14 Negotiations are continuing with Hawthorn Leisure, but BAL requires the certainty of land assembly afforded by the Order should negotiations remain outstanding and, therefore, needs to progress the Order in respect of Plots 3-8.

The Trustees of the Sir J V Wills Will Trust

Owner of plots 1 & 2

Overview and Effects of Scheme

- 5.15 An overview and consideration of the effects of the scheme are set out in my main report.
- 5.16 The Sir J V Wills Will Trust ("SJWT") are the freehold owners of the former quarry land at Downside Road. It is my understanding that the land is currently vacant and is not currently put to any identified use by the owner.
- 5.17 A ground of objection made by SJWT is that BAL has not sought to negotiate. A number of offers have been made by, or on behalf of, BAL to SJWT, and as would be expected in commercial negotiations, these offers have evolved over time as further information has come to light.

5.0 Objectors

- 5.18 BAL continues to seek to acquire the necessary interests from SJWT by agreement, but if this is not possible, a disagreement over compensation is not a matter that should prevent confirmation of the Order. If agreement cannot be reached in due course and the Order is confirmed and powers implemented, then SJWT would have the option of pursuing a claim through the Upper Tribunal (Lands Chambers).

Current position

- 5.19 Negotiations are continuing with Lucy Back of Swords (representing the affected party). Although BAL will continue with reasonable efforts to acquire the required land by agreement, it requires the certainty of land assembly afforded by the Order should negotiations remain outstanding and, therefore, needs to progress the Order in respect of Plots 1 and 2.

North Somerset Council

Overview and Effects of Scheme

- 5.20 An overview and consideration of the effects of the scheme are set out in my main report.
- 5.21 NSC's main concern in its objection letter appears to relate to its proposed A38 Major Road Network Scheme, some of the land for which does not fall within NSC's ownership. I understand that land needed for the A38MRN Scheme is included in BAL's Order to allow delivery of its highway works.
- 5.22 I am advised that whilst Highways England is registered at the Land Registry as the owner of plots 9, 16, 17, 18, 19, 20 and 21, it appears that this land was de-trunked under the Exeter-Leeds Trunk Road (Sidcot Lane (A371) Winscombe to Bristol City Boundary, Bedminster Down) (Detrunking) Order 1977 (see Appendix HC7 of my main Proof). At that point, ownership should have passed to NSC. However, despite the Order being made, no formal land transfer took place and the title has not been updated. Whilst Highways England considers that the land has been transferred to NSC and it is just the administrative task of updating the title that is outstanding (see correspondence with Highways England at Appendix HC8) NSC is not aware that this has been transferred to the Council and believe that it is still held by Highways England and should be treated as such. The Order is therefore essential to allow acquisition of the necessary interests by BAL to provide certainty of ownership and allow the Highway Works to proceed.

5.0 Objectors

- 5.23 BAL continues to engage with NSC. BAL does not intend to retain that land which will form part of the adopted highway following the completion of the Highway Works. It expects to hand this land over to NSC.

Current position

- 5.24 There have been extensive discussions between the parties regarding the section 106 agreement connected with the planning application appeal, which need to be progressed before the land agreement can be negotiated to ensure consistency.

6.0 Other parties with whom negotiations continue

- 6.1 I and members of the BAL team have sought to engage with all affected parties.

Mr Andrew John Lane and Airport Tavern Limited

Occupier Plots 3 – 8

Mr Antony Nicholas Gould

Owner of plots 10 – 15

Mr Christopher Shaun Williams

Occupier of plots 10 - 15

Overview and Effects of Scheme

- 6.2 An overview and consideration of the effects of the scheme are set out in my main report.

Current position

- 6.3 Although negotiations are continuing with each affected party, BAL requires the certainty of land assembly afforded by the Order should the agreement not be completed prior to the order being confirmed and, therefore, needs to progress the Order.

Deborah Jane Lindsay & Richard Allen Lindsay

Owner Plot 22

Joanne Margaret Limb

Owner Plot 22

Overview and Effects of Scheme

- 6.4 An overview and consideration of the effects of the scheme are set out in my main report.

Current Position

- 6.5 BAL has confirmed that it will work with the owners and occupier of Lilac Cottages to ensure access to these properties is maintained during the construction period.
- 6.6 Following completion of the works, there will be little or no impact to the affected parties' land interest. their properties will remain accessible throughout the scheme.

6.0 Other parties with whom negotiations continue

Gregory Les Wedlake

Owner Plot 22

Overview and Effects of Scheme

- 6.7 An overview and consideration of the effects of the scheme are set out in my main report.

Current Position

- 6.8 BAL has confirmed that it will work with Mr Wedlake to ensure access is maintained to his business during the construction works.
- 6.9 Following completion of the works, there will be little or no impact on Mr Wedlake's land interest.

7.0 Agreements with affected parties

OVERVIEW

- 7.1 I and members of the BAL team have sought to engage with all affected parties – not only those who objected. Set out below is a summary of those parties where agreement has been concluded.

Mr David & Mrs Frances Jutsum

Freehold owner of Greenacres

Rachel Wilton

Freehold owner of Highlands

Negotiations

- 7.2 BAL and the affected parties have concluded agreements and the land has been transferred to BAL.
- 7.3 In my view these agreements provide evidence of BAL's real ability and desire to acquire land by agreement in accordance with its obligations under the Guidance [Core Document CPO13].

8.0 Conclusion

8.1 It is clear to me that:

- The need for, and design of, the scheme has led to a requirement for the land in the Order and BAL has sought to acquire that land by agreement;
- Advice in Guidance [Core Document CPO13] has been fully met in respect of the Order;
- BAL has given an undertaking in respect of the reasonable professional fees and costs incurred by the outstanding objectors in negotiating; and
- The objectors to the Order will be adequately protected, either by an agreement or by the statutory entitlement to claim compensation under the relevant provisions of the national Compensation Code;

8.2 I therefore consider that BAL has complied with the requirements of the Guidance [Core Document CPO13] and invite the Inspector to recommend that the CPO should be confirmed.

9.0 Expert's Declaration

9.1 My Expert's Declaration is set out at section 9 of my Proof.

A handwritten signature in green ink, reading "Henry Church", with a horizontal line underneath.

Henry John Church MRICS

29 June 2021