

**Document Reference 2.8**

**Town and Country Planning Act 1990**

**Acquisition of Land Act 1981**

**Local Government (Miscellaneous Provisions) Act 1976**

**Inquiry into:**

**THE COUNCIL OF THE CITY OF COVENTRY (CITY CENTRE SOUTH) COMPULSORY  
PURCHASE ORDER 2022**

**and**

**Town and Country Planning Act 1990**

**Stopping-up of public highway**

**Proof of Evidence**

**of**

**Graeme Lawes**

**Senior Director at Deloitte**

**On behalf of the Council of the City of Coventry**

**29 December 2022**

## 1. INTRODUCTION

### Qualifications and Experience

- 1.1 I, Graeme Lawes, have been a Member of the Royal Institution of Chartered Surveyors (MRICS) since qualification in 2000 and am a Registered Valuer. I hold a Bachelor of Science degree in Land Management from the University of Reading and have been a member of the Compulsory Purchase Association since its inception in 2002.
- 1.2 Following graduation I joined GL Hearn, a privately owned practice of planners and chartered surveyors where, after qualification, I specialised in providing advice on compulsory purchase and compensation matters. In 2006 I joined Drivers Jonas LLP to continue in a similar role, and in March 2010 Drivers Jonas merged with Deloitte LLP.
- 1.3 Deloitte LLP is the United Kingdom affiliate of Deloitte NSE (North and South Europe) LLP, a member firm of Deloitte Touche Tohmatsu Limited (DTTL). Deloitte LLP employs over 20,000 people in the UK and has the broadest and deepest range of skills of any business advisory organisation. We provide professional services and advice to many leading businesses, government departments and public sector bodies, and publish many influential studies and thought leadership pieces. The DTTL global network spans 150 countries and territories and employs over 345,000 people.
- 1.4 I am currently a Senior Director in the Development and Assurance Group in the Real Assets Advisory practice at Deloitte LLP, and I lead the Compulsory Purchase and Land Assembly Team, which sits within this Group. I continue to advise numerous acquiring authorities, developers and claimants in respect of matters relating to compulsory purchase process, land acquisition and compensation. This has included providing advice on various town centre regeneration schemes including Dover, Ealing and South Oxhey (Watford) at which I have given evidence to CPO Inquiries.

### Involvement with the Project

- 1.5 Deloitte has been advising the Council of the City of Coventry (the Council) in respect of land acquisition and compulsory purchase matters since November 2020. Deloitte is not instructed by, nor owes a duty of care to, Shearer Property Regen Ltd (the Developer).
- 1.6 My role has been to advise specifically on matters relating to the exercise of compulsory purchase powers by the Council in order to facilitate the development of the Scheme, a mixed-use development in the city centre of Coventry.
- 1.7 My instructions have involved working with the Council, the Developer, and their respective professional teams to:
- (a) establish the boundary of a Compulsory Purchase Order (the "CPO") and the interests and new rights in land within that boundary (the "Order Land") that are required for the delivery of a development which will achieve the objectives of the Council;
  - (b) advise on likely levels of compensation (including the preparation and updating of a "Property Cost Estimate");
  - (c) seek the acquisition of land interests by agreement;
  - (d) advise on the likelihood of the Developer or the Council being able to acquire the required interests in the Order Land by agreement;
  - (e) advise on arrangements for the compulsory purchase of the Order Land; and,
  - (f) consider objections to the CPO and respond to these on behalf of the Council and the Developer.

- 1.8 In undertaking my instructions I have complied with the RICS professional statement “*Surveyors advising in respect of compulsory purchase and statutory compensation*” (1<sup>st</sup> edition April 2017, amended September 2019).

### **Terminology**

- 1.9 In my proof of evidence references to the core documents are made by the abbreviation, for example, “DR1.1”. Specific abbreviations are noted in the text on first use, and these abbreviations are also set out in the CCS Proofs Glossary (DR2.9). Other proofs are referred to by the name of the author and document reference.

## **2. SCOPE OF EVIDENCE**

- 2.1 My evidence primarily relates to the need for a CPO to assemble the land and secure new rights to enable the development to proceed, together with the negotiations carried out with affected landowners, and in particular negotiations with objectors.

- 2.2 In carrying out my instructions I have been assisted by officers of the Council and the Developer, together with their other professional advisers, some of whom will also provide evidence to the Inquiry.

- 2.3 My evidence covers:

- (a) a description of land and rights included within the CPO;
- (b) a summary of the need for the Order Land;
- (c) consideration of the justification for the use of compulsory purchase powers, with particular reference to the Guidance on Compulsory Purchase and the Crichel Down Rules published by the MHCLG (now Department for Levelling Up, Housing and Communities) in July 2019 (“the Guidance”)(DR1.9);
- (d) a summary of negotiations with affected landowners to acquire land or new rights over land by agreement;
- (e) a summary of the objections to the CPO and the response of the Council and the Developer to these; and
- (f) my conclusions on the need for the CPO.

## **3. THE LAND INCLUDED IN THE COMPULSORY PURCHASE ORDER**

### **The Scheme**

- 3.1 The CPO has been made to enable assembly of the land and new rights required for the development of a site of approximately 6.4 hectares (15 acres) in Coventry city centre to facilitate the creation of a comprehensive mixed-use development known as City Centre South (the “Scheme”).

- 3.2 The evolution of the Scheme (along with the design process) is described in the proof of Mr Maxwell (DR2.2) and the planning permissions relating to the Scheme are described in the proof of Mr D’Onofrio (DR2.6).

### **The Boundary of the Order Land**

- 3.3 The boundary of the Order Land was drawn to create a site that is necessary for the construction and use of the Scheme, while minimising the impact of land acquisition on existing owners and occupiers.
- 3.4 To arrive at the boundary of the Order Land, a plan of the Scheme was overlaid onto a plan of the existing land uses. This was the starting point in identifying the land required to develop the Scheme. This was then refined to allow for the detail of the Scheme, such as means of access/escape, construction requirements, and the different features of the Scheme. In his proof (DR2.1), Mr Brown explains the ways in which the Scheme meets the Council's key objectives for regeneration of the Order Land.
- 3.5 In addition to the land interests included in the Order Land, the CPO also provides for the creation of new rights in accordance with the provisions of section 13 of the Local Government (Miscellaneous Provisions) Act 1976. The nature of these new rights is set out in paragraphs 4.5 and 4.6 below.

### **Description of the Order Land**

- 3.6 The Order Land is broadly bounded by: the Lower and Upper Precinct Shopping Centres to the north; Hertford Street and Warwick Road to the east; the Warwick Road Church, Beauchamp House and Greyfriars Road to the south; and Queen Victoria leading into Corporation Street to the west. The boundary is shown on the Order Plan. Land to be acquired is coloured pink, land over which rights are to be acquired is coloured blue, re-provided open space is coloured green and land shaded grey is excluded from the CPO.
- 3.7 The Order Land comprises the existing retail areas of City Arcade, Bull Yard, Shelton Square, Market Way and part of Hertford Street together with associated car parking, service areas, open space and other land.

### **Ownership**

- 3.8 As a result of both the Council's historical land ownership, and more recent efforts to assemble the Order Land by agreement (as set out in Section 6, below), the Council owns the freehold of almost all (99%) of the Order Land that is proposed to be permanently acquired, with the balance being in unknown ownership. This land is subject to various long-leasehold, short-leasehold and other occupational interests that need to be acquired for the Scheme to proceed.
- 3.9 The occupational interests are mostly held by retail occupiers in respect of individual shop units, although there are a small number of office and licenced premises occupiers. As noted in paragraphs 6.8 to 6.9 below, whilst landowner engagement is continuing, many of the tenants are in occupation under short term, flexible, arrangements directly from the Council and it is envisaged that possession of these units will be obtained by the Council as landlord, reducing the need for powers of compulsory acquisition to be used.

### **Excluded Interests**

- 3.10 The Council owns interests in the Order Land and following the advice at para 204 in Section 14 of the Guidance (DR1.9), the CPO has been drafted to exclude the acquiring authority's interests. The Council has appropriated for planning purposes all of its existing interests in the Order Land, which allows for the use of the powers in Section 203 of the Housing and Planning Act 2016 to over-ride easements and other rights that affect the Order Land and might otherwise present an obstacle to progress.

### **Special Considerations**

- 3.11 The Order Land includes five areas that potentially fall within the statutory definition of "open space" as set out in Table GL1 below.

**Table GL1**

<b>Area</b>	<b>Description of Area</b>	<b>Current area</b>	<b>Proposed area</b>
<b>Area 1</b>	Top of Hertford Street	1,416 sq m	1810 sq m
<b>Area 2</b>	Shelton Square	969 sq m	1,215 sq m
<b>Area 3</b>	Area near to Beauchamp House	221 sq m	-
<b>Area 4</b>	Bull Yard (A)	9 sq m	-
<b>Area 5</b>	Bull Yard (B)	1,424 sq m	1,002 sq m
<b>Total</b>		<b>4,039 sq m</b>	<b>4,047 sq m</b>

- 3.12 The total area of “open space” within the Order Land is 4,039 sq m. The total area of land within the Scheme that will be re-provided as open space is 4,047 sq m. The total area of open space to be re-provided within the Scheme therefore exceeds that being acquired pursuant to the CPO and will be equally advantageous as the land taken. The re-provided open space is shown as the plots coloured green on the CPO Plan.
- 3.13 An application for a certificate pursuant to section 19(1) of the 1981 Act was made at the same time as the submission of the CPO.
- 3.14 No interests within the Order Land fall within the definition of “Crown Land” as defined in section 293(1) of the Town and Country Planning Act 1990, section 82C of the Planning (Listed Buildings and Conservation Areas) Act 1990 and section 31 of the Planning (Hazardous Substances) Act 1990 (as amended) although it will be necessary for existing post boxes within the Development Site to be temporarily relocated during the construction.
- 3.15 Three Stopping-up Orders have been made under section 247 of the Town and Country Planning Act 1990 Act (“TCPA”) to stop up small areas of public highway that sit within the Order Land at Rover Road, Queen Victoria Road and Warwick Row. The requirement for these Stopping-up Orders, and extent of the area included, is described in the proof of Mr Vaughan (DR 2.7). I consider the objections submitted in response to these Stopping-up Orders at Section 8 of this proof.
- 3.16 There are two Grade II listed structures within the Order Land that are being permanently acquired. The first is the Grade II listed William Mitchell Mural at the Former Three Tuns Public House building in Bull Yard which is to be relocated as part of the Scheme. The second is the Grade II listed Coventry Market building which is affected but will remain substantially in its existing form. In addition, there are a number of examples of public art and commemorative plaques at various locations within the Order Land.

#### **4. THE NEED FOR THE USE OF COMPULSORY PURCHASE POWERS**

##### **The Purpose of the CPO**

- 4.1 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 Council’s objective in making the CPO is to bring all of the Order Land into a single ownership and to obtain vacant possession of it to ensure delivery of the Scheme.
- 4.2 The extent of the Order Land has been determined by the requirement to achieve the objectives of the Council, which are to deliver a comprehensive mixed-use scheme which

supports the long-term needs of Coventry. The Council's objectives are set out more fully in the evidence of Mr Brown (DR2.1).

- 4.3 It is necessary to assemble all of the land required before development can commence. This means there must be certainty that land assembly can be achieved before the objectives of the Council can be met.

#### **Number of Plot Interests in the CPO**

- 4.4 There are 267<sup>1</sup> plots in the Order Land, of which 226<sup>2</sup> are included for permanent acquisition.

- 4.5 New rights only are required over 39 plots. There are two<sup>3</sup> plots over which permanent acquisition is required for part, and new rights are required over the remaining part.

- 4.6 The nature of new rights required, and properties affected, are set out at paragraphs 3.18 to 3.33 of the Council's Full Statement of Case (DR 1.7). Whilst the rights required vary from plot to plot, these include the right:

4.6.1 to enter and remain on land for general construction, maintenance, repair and renewal purposes;

4.6.2 to erect scaffolding and/or hoardings;

4.6.3 to swing the jib of a crane loaded or unloaded through the airspace over properties;

4.6.4 to carry out surveys of buildings and land

4.6.5 to enter onto land to make good and carry out protective works;

4.6.6 to carry out boundary treatment works;

4.6.7 to modify service media and other utilities;

4.6.8 to alter and/or remove fire escapes (either on a temporary or permanent basis and install fire escapes and to grant rights for owners and occupiers of land to use fire escapes;

4.6.9 to carry out accommodation and reconfiguration works to properties where buildings will in whole or in part be demolished or accesses reconfigured, in order to modify the retained properties so that they can be brought back in to beneficial use, and

4.6.10 to provide for, alter and/or remove service access.

- 4.7 The Council owns the freehold of 99% of the Order Land. Since 2013, the Council has acquired most of the long-leasehold interests in Order Land that are permanently acquired by agreement. Details of these acquisitions are set out in Section 6 of this proof.

- 4.8 The Council has made good progress with the acquisition of the remaining interests by agreement, and at the date of this proof there are 16 remaining leasehold interests to be permanently acquired. Details of the current status of these negotiations is set out in Section 6 of this proof.

- 4.9 In addition to the interests to be permanently acquired there are, in some cases, multiple interests in properties over which new rights are required. For example, new rights are

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<sup>1</sup> There are 267 numbered plots in the Order Plan, some of which are further split into floor levels, as shown as Insets. Letters are used to distinguish levels or parts of plots.

<sup>2</sup> Of which 203 plots are shaded pink and 23 plots are shaded green in the Order Plan.

<sup>3</sup> Plot 233 which comprises the Coventry Retail Market, and Plot 257 which comprises 62 Hertford Street over the Barracks Way Underpass.

required for a small area of crane “over-sail” over Beauchamp House, which comprises a residential block of 135 flats. There is also a small area of the Order Land in unknown ownership, and the need for clear title to be obtained, and therefore for any existing rights and easements over the Order Land to be over-ridden.

- 4.10 I am not surprised that the Developer and the Council have not been able to reach agreement concurrently with all parties with an interest in 267 different plot interests. Even if all of the owners were willing sellers, I would not expect a developer or a local 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 the achievement of the Council’s objectives.

#### **Statutory Basis for the Compulsory Purchase Order**

- 4.11 The CPO has been made pursuant to section 226 of the TCPA. Guidance to acquiring authorities on the use of this power is provided by the Guidance (DR1.9) and in particular Stage 2 of Tier 1 and Section 1 of Tier 2.

- 4.12 In preparing and making the CPO, the Council has been mindful of the provisions of the TCPA together with the guidance in the Guidance (DR1.9). Of particular relevance are the provisions of section 226(1)(a) of the TCPA.

- 4.13 Section 226(1)(a) of the TCPA provides that:

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***“A local authority to whom this section applies shall, on being authorised to do so by the Secretary of State, have power to acquire compulsorily any land in their area –***

***(a) if the authority think that the acquisition will facilitate the carrying out of development, re-development or improvement on or in relation to the land.”***

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- 4.14 Subsection 1A provides that:

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***“...a local authority must not exercise the power under paragraph (a) of sub section (1) unless they think that the development, re-development or improvement is likely to contribute to the achievement of any one or more of the following objects –***

***(a) the promotion or improvement of the economic well-being of their area;***

***(b) the promotion or improvement of the social well-being of their area;***

***(c) the promotion or improvement of the environmental well-being of their area”***

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#### **The Guidance**

- 4.15 Paragraph 13 at Stage 2 of Tier 1 of the Guidance (DR1.9) sets out how the Secretary of State will consider the acquiring authority’s justification for making a CPO by taking a balanced view between the intentions of the acquiring authority and the concerns of those with an interest in the land that it is proposing to acquire and the wider public interest. This paragraph notes that if the acquiring authority “does not have a clear idea of how it intends to use the land which it is proposing to acquire; and cannot show that all the necessary resources are likely to be available to achieve that end within a reasonable time-scale it will be difficult to show conclusively that the compulsory acquisition of land included in the order is justified in

*the public interest*”. This proof, and the proofs of others, set out why the CPO is justified to be in the public interest.

- 4.16 Paragraph 14 of the Guidance (DR1.9) sets out the need for the acquiring authority to address the sources and timing of funding for the proposed scheme, which is contained in the proof of Mr Fancy (DR2.4) and Mr Parker (DR2.10). Paragraph 15 sets out the need for the acquiring authority to demonstrate that the scheme is unlikely to be blocked by any other physical or legal impediments to implementation, including the programming of any infrastructure accommodation works or remedial work which may be required and any need for planning permission or other consent or licence. As set out at Section 11 of the Council’s Statement of Reasons (DR1.5), and considered further below in respect of additional guidance for CPOs made under section 226 of the TCPA, the Council does not consider there are any such impediments.
- 4.17 Paragraph 106 at Section 1 of Tier 2 of the Guidance (DR1.9) sets out four matters that the Secretary of State is expected to consider in deciding whether to confirm a CPO made under section 226 of the TCPA. The four matters and the way in which the Council has had regard to each of these, are as follows:

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***“whether the purpose for which the land is being acquired fits in with the adopted Local Plan for the area or, where no such up to date Local Plan exists, with the draft Local Plan and the National Planning Policy Framework.”***

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The compatibility of the Scheme with the planning framework for the area is set out in the proof of Mr D’Onofrio (DR2.6).

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***“the extent to which the proposed purpose will contribute to the achievement of the promotion or improvement of the economic, social or environmental wellbeing of the area.”***

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This is explained in the proofs of Mr Brown (DR2.1) and Mr Maxwell (DR2.2).

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***“whether the purpose for which the acquiring authority is proposing to acquire the land could be achieved by any other means. This may include considering the appropriateness of any alternative proposals put forward by the owners of the land, or any other persons, for its reuse. It may also involve examining the suitability of any alternative locations for the purpose for which the land is being acquired.”***

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As set out in the proof of Mr Maxwell (DR2.2), the comprehensive redevelopment of this part of Coventry city centre could not be achieved by any other means.

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***“the potential financial viability of the scheme for which the land is being acquired. A general indication of funding intentions, and of any commitments from third parties, will usually suffice to reassure the Secretary of State that there is a reasonable prospect that the scheme will proceed. The greater the uncertainty about the financial viability of the scheme, however, the more compelling the other grounds for undertaking the compulsory purchase will need to be. The timing of any available funding may also be important. For example, a strict time limit on the availability of the necessary funding may also be an argument put forward by the acquiring authority to justify proceeding with the order before***

***finalising the details of the replacement scheme and/or the statutory planning position.”***

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Commentary on the viability and funding for the Scheme, together with an explanation of the Developer’s commitment to it, are set out in the proofs of Mr Fancy (DR2.5), Mr Parker (DR2.10) and Mr Morton (DR2.5).

**Summary of the Need for Compulsory Purchase**

- 4.18 In deciding to make the CPO, the Council has considered whether they think that acquisition of the Order Land will facilitate a re-development on it. They have then considered whether such redevelopment is likely to contribute to achieving the promotion or improvement of the economic, social and environmental well-being of their area. These considerations are summarised at paragraphs 6.1 – 6.4 (Economic Benefits), 6.5 (Social Benefits) and 6.6 (Environmental Benefits) of the Council’s Full Statement of Case (DR1.7).
- 4.19 The Council has concluded that acquisition of the Order Land will secure the delivery of the Scheme that will satisfy those objectives.
- 4.20 The social, economic and environmental improvements that the Council expects the Scheme to deliver are explained in the proofs of evidence before the Inquiry, particularly the proofs of Mr Brown (DR2.1) and Mr Maxwell (DR2.2). Based upon this evidence I consider that such development, redevelopment and improvement is likely to contribute to the promotion and improvement of the economic, social and environmental well-being of the area.
- 4.21 Notwithstanding the progress made in achieving land assembly by agreement as described in Section 6 of this proof, I consider it highly unlikely that the development of the Scheme to achieve the stated objectives would be deliverable without the availability of compulsory purchase powers over all the Order Land.
- 4.22 The land over which new rights are being sought is also shown shaded blue in the CPO Plan (DR1.2). These new rights, rather than permanent land acquisition, are required to facilitate construction of the Scheme and a summary of these is set out at paragraphs 4.5 and 4.6 above.
- 4.23 In my opinion the Council is justified in making the CPO and has followed the Guidance (DR1.9). In particular, the Council has a clear purpose for the acquisition and is satisfied that the necessary resources are likely to be available to achieve that purpose in an appropriate time-scale. As set out in the Section 11 of the Council’s Statement of Reasons (DR1.5), in this proof of evidence, and in the other proofs of evidence submitted by the acquiring authority, there are no impediments to implementation that will not be overcome by the confirmation of the CPO.

**5. THE COMPULSORY PURCHASE PROCESS**

- 5.1 The Council has made the CPO pursuant to its powers under section 226(1) (a) of the TCPA and section 13 of the Local Government (Miscellaneous Provisions) Act 1976.
- 5.2 In doing so, the Council has followed the Guidance (DR1.9) and the requirements of the Acquisition of Land Act 1981.
- 5.3 A summary of the key milestone dates in the compulsory purchase process to date is set out below.
- (i) Key Acquisition of property – see paragraph 6.2 below.

- (ii) Appointment of Shearer Property Regen as the Council's development partner – February 2017
- (iii) Council Cabinet resolution to proceed to make the CPO – 11 January 2022
- (iv) Planning permission granted – 27 January 2022.
- (v) Making of the CPO – 22 April 2022
- (vi) Expiry of objection period – 26 May 2022
- (vii) Full Statement of case submitted – 19 December 2022
- (viii) Submission of proofs of evidence/written representations – 29 December 2022.

## **6. NEGOTIATIONS TO ACQUIRE INTERESTS BY AGREEMENT**

6.1 Paragraph 2 of the Guidance (DR1.9) requires the acquiring authority to demonstrate they have taken all reasonable steps to acquire all the land and rights included in the Order by agreement and pay compensation as if it had been compulsorily purchased, unless it was already on the market. Through a managed collaborative effort, the Council (advised by Deloitte since November 2020) and the Developer have been seeking to acquire interests by agreement and pay compensation in accordance with this guidance.

6.2 As set out above, the Council owns the freehold of virtually all of the Order Land that is proposed to be permanently acquired. The Council has had a long-term ambition to bring forward the comprehensive redevelopment of this land and, since 2013 has been pro-active in seeking to acquire the long-leasehold interests in the Order Land by agreement. Since this date the Council has acquired:

- 6.2.1 1-11 (odd numbers) Shelton Square and 1a City Arcade (retail parade) on 13th September 2013;
- 6.2.2 14-16 Market Way (two retail units) on 28th November 2017;
- 6.2.3 Coventry Point (14 storey office building) on 6 April 2018 (and building demolished by the Council in 2020);
- 6.2.4 21-25 Hertford Street (cinema, shops and basement bar) on 6th April 2018;
- 6.2.5 26-48 Hertford Street and part of 12 Bull Yard (retail parade) on 6th April 2018;
- 6.2.6 1-23 Shelton Square & 1A City Arcade (retail parade) on 6th April 2018;
- 6.2.7 1 Shelton Square (occupational lease) acquired on 13 July 2022,
- 6.2.8 7-9 City Arcade (retail unit and nightclub) on 31 August 2022.

- 6.3 The remaining leasehold and other occupational interests are summarised in Table GL2 below.

**Table GL2**

Category	Type	Number of Interests
1a	Occupational leases with expiry or landlord break dates that fall after 31 May 2023 (being the earliest date on which vacant possession is required)	12
1b	Non-occupational leases with expiry or landlord break dates that fall after 31 May 2023	4
2	Occupational leases with expiry or landlord break dates that fall before 31 May 2023 and provide the tenant with security of tenure under the Landlord and Tenant Act 1954	25
3	Occupational leases with expiry or landlord break dates that fall before 31 May 2023 and are excluded from the security of tenure provisions of the Landlord and Tenant Act 1954	71

- 6.4 To regularly monitor the conduct and progress of negotiations, in November 2020 a Land Assembly Group ("LAG") was established. The LAG is a group comprising internal property and legal representatives of the Council, the Developer, Deloitte, and the Council's solicitors and regularly meets, generally on a fortnightly basis.

- 6.5 In the absence of agreement, compulsory purchase will be required to acquire the Category 1a and Category 1b interests identified in Table GL2 above and, where appropriate, financial offers have been made to acquire these interests. The current status in negotiations with these interests is summarised in Table GL3 below.

**Table GL3**

Category	Nature of Interest	Address	Current Position	Floor Area Occupied
1a	Leaseholder and occupier	Albert Building	Provisional agreement based on relocation to West Orchards shopping centre. Solicitors instructed.	1,545sq m
1a	Sub-leaseholder and occupier	8a Bull Yard	In negotiations and without prejudice offer made for acquisition of interest.	109sq m
1a	Leaseholder and occupier	7 City Arcade	In negotiations and without prejudice offer made for acquisition of interest.	544sq m
1a	Leaseholder and occupier l/h	9 City Arcade	In negotiations and without prejudice offer made for acquisition of interest.	36sq m
1a	Leaseholder and occupier	2-3 Shelton Square	Occupier seeking to secure relocation premises.	675sq m
1a	Leaseholder and occupier	21 Hertford Street	Occupier seeking to secure relocation premises.	185sq m
1a	Leaseholder and occupier	25A Hertford Street	In negotiations for agreement that will enable continued occupation.	85sq m (conditionally to be retained)
1a	Leaseholder and occupier	Parts 21-25 Hertford Street	In negotiations for agreement that will enable continued occupation.	2,396sq m (conditionally to be retained)
1a	Leaseholder and occupier	32 Hertford Street	Provisional agreement reached and Solicitors instructed	53sq m

Category	Nature of Interest	Address	Current Position	Floor Area Occupied
1a	Leaseholder and occupier	3-5 Shelton Square	Occupier seeking to secure relocation premises.	121sq m
1a	Leaseholder and occupier	43 Hertford Street	In negotiations and without prejudice offer made for acquisition of interest.	112sq m
1a	Leaseholder and occupier	Unit 29a – Coventry Market	Provisional agreement reached and solicitors instructed.	22.1sq m
1b	Long sub-leaseholder, not in occupation	Former Victoria Building	Provisional agreement reached and solicitors instructed	n/a (unoccupied land)
1b	Long leaseholder, not in occupation	8- 8a Bull Yard	In negotiations and without prejudice offer made for acquisition of interest.	n/a (investor owner, part occupied by Subway as above, part vacant)
1b	Long leaseholder, not in occupation	Former Victoria Bldg, City Arcade & Market	In negotiations and without prejudice offer for acquisition of land and new rights required.	n/a (investor owner)
1b	Long leaseholder, not in occupation	Albert Building	Provisional agreement reached and solicitors instructed.	n/a (investor owner, occupied by Iceland as above)

- 6.6 In addition to the interests set out in Table GL3 above, the freehold acquisition of part only of 61-62 Hertford Street is required. Only the “Barracks Way underpass”, which runs beneath the property, is required, as shown in insets C and D of the CPO Plan (DR1.2)
- 6.7 In progressing negotiations with affected owners, the Council has been prepared to consider either an outright purchase or the agreement of terms for a future purchase. The approach adopted has varied according on the circumstances in each case.
- 6.8 It is not expected that compulsory purchase will be necessary to acquire the Category 2 and Category 3 interests identified in Table GL2 above. The Council has served notice under section 25 of the Landlord and Tenant Act 1954 (the “1954 Act”) to determine all the leases in Category 2, paying compensation under the 1954 Act where appropriate. Where tenants wish to remain in occupation, new leases excluded from the security of tenure provisions of the 1954 Act have been offered with break dates that fall before 31 May 2023 (being the earliest date on which possession of land is expected to be required).
- 6.9 The Category 3 leases will be determined by the Council at the appropriate time to enable vacant possession to be achieved. Any temporary occupational arrangements put in place on vacant units (for example, temporary lets in the pre-Christmas period) will be on short term flexible arrangements.
- 6.10 Affected parties were invited to attend two CPO “surgery” events on 4 August and 10 August 2021, at which representatives from the Council and Deloitte were available to discuss the timing and impact of the Scheme with individual owners and occupiers.
- 6.11 Where appropriate, the Council has sought to engage with landowners with an interest in the Blue Land, who might be affected by the acquisition of new rights to build and maintain the Scheme. This has included engagement with the owners and occupiers of Beauchamp House, the residential block located to the south-east of the Order Land. In July 2020 Deloitte undertook a virtual presentation to these owners and occupiers, and recordings of these presentations, and a copy of the slide deck presented was subsequently circulated. In May 2022, following the making of the CPO, Deloitte undertook a further virtual presentation to these owners and occupiers to explain the CPO documents and the impact of the Scheme. A recording and slide deck of this presentation was also circulated.
- 6.12 The Council has prepared and published a Site Assembly Strategy for businesses which provides a range of information for those affected by the proposals including how those with interests in the Pink and Green land will be contacted to discuss the acquisition of their properties and the available assistance to help with relocation. The Site Assembly Strategy

is available on the Council's website which additionally includes information on the background to the Scheme, explains the compulsory purchase process and compensation process, where to find further information and resources and contact details for further queries. This can be viewed at [www.coventry.gov.uk/regeneration-1/city-centre-south](http://www.coventry.gov.uk/regeneration-1/city-centre-south).

- 6.13 The Council has instructed a local property agent, Holt Commercial Ltd, to maintain a schedule of retail premises available and to let in the local area (the "Availability Schedule") which is updated on a two monthly basis and copies of this schedule have been provided to those occupiers looking for assistance in relocating to alternative premises. The December 2022 update of the availability schedule, which is included as Appendix GL1, includes 12 units (with some larger units being capable of sub-division) which are currently vacant and to let in Coventry City Centre. These vacant units have floor areas between 56.3sq m (606sq ft) to 805.5sq m (8,670sq ft) and a total floor area of 3,094sq m (33,307sq ft).
- 6.14 The Availability Schedule demonstrates there are a range of suitable available properties within the local area. I consider that this availability, together with the progress made in landowner engagement to date and the "not earlier than" possession date of 31 May 2023 that has been communicated, should enable all viable businesses that wish to relocate to be able to do so.
- 6.15 The Council has also set up a register for existing occupiers who may be interested into the Scheme when completed, and details of this are also set out on the Council's website. However, I understand that the completed Scheme will not be available for occupation for several years after possession of property is required<sup>4</sup>, and therefore there is no scope for businesses to relocate directly into the scheme.

## 7. **OBJECTIONS TO THE CPO**

- 7.1 The Secretary of State received 12 objections to the CPO.
- 7.2 On receipt of the objections from the NPCU, I wrote to each objector suggesting an approach to progressing discussions and inviting direct contact. A representative from either the Developer or Council teams has then sought to pursue discussions with each objector or their agents.
- 7.3 For ease of reference, Appendix GL2 provides a chronology of contact with each objector and Appendix GL3 sets out a summary of each ground of objection made by each objector, and the author of the proof that provides a response to this. A summary response to each ground of objection is also provided at section 12 of the Outline Statement of Case (DR1.6).
- 7.4 In my commentary below I have included a brief description of each objector's property to assist with identification. Unless otherwise noted, the areas identified are extracted from the Valuation Office Agency website.
- 7.5 **Objector Number: 1**
- Name: A Sushi Ltd**
- Property: 43 Hertford Street**
- Requirements in CPO: Permanent acquisition (plot 173)**
- 7.6 The objector operates a Japanese and Korean restaurant, and has a leasehold interest in the property, which has a total area of 112sq m (1,206sq ft) over ground and first floor.

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<sup>4</sup> Phase 1 completion due summer – autumn 2027.

7.7 The objection can be summarised as follows:

- *Financial viability of Scheme not evidenced.*
- *Diversity of the CPO Lands – Hertford Street provides retail opportunity for lower income generating business serving the ethnic community.*
- *Poor planning – western side of Hertford Street to be demolished, eastern side to be retained. Request for buildings on western side to be excluded from the CPO.*

7.8 Responses to these grounds of objection are provided within the proofs of Mr Morton (DR2.5) and Mr Maxwell (DR2.3).

7.9 Deloitte has been engaged with the objector since August 2021 with a view to seeking an acquisition of the objector's lease by agreement, and this engagement is continuing in parallel with the statutory process.

7.10 **Objector Number: 2**

**Name: Adult Corporate Entertainment Ltd**

**Property: 7 – 9 City Arcade**

**Requirements in CPO: Permanent acquisition (plot 79)**

7.11 The objector has a leasehold interest in the property, which operates as a sexual entertainment venue. The property comprises a total area of 544sq m (5,851sq ft) over ground and first floor.

7.12 The objection can be summarised as follows:

- *Inadequate Assistance with Relocation.*
- *Prematurity (CPO should await suitable alternative premises being identified).*
- *Insufficient attempts to negotiate.*

7.13 As set out in Appendix GL2, there is a long history of engagement with the objector. The objector operates in a specialist market and has assembled a professional team comprising a licensing surveyor, licensing solicitor and planner to assist with the potential acquisition of new premises. The Council has confirmed the basis on which the professional fees incurred by these consultants will be reimbursed.

7.14 A without prejudice financial offer to acquire the objector's lease was made on 27 September 2022, and negotiations are continuing in parallel with the statutory process.

7.15 **Objector Number: 3**

**Name: Boots UK Ltd**

**Properties: 49 The Precinct and 2 – 8 Market Way**

**Requirements in CPO: Acquisition of new rights (plots 227,228,229,234)**

7.16 The objector is a health and beauty retailer and pharmacy and has leasehold interests in the properties. 49 The Precinct comprises retail premises over ground and three upper floors with a total area of 4,722.1sq m (50,829sq ft) and the objector is in occupation. 2-8 Market Way comprises three retail units over ground and two upper floors with a total area of 524sq m (5,640sq ft) and the objector has sub-let to third party occupiers.

7.17 The objection can be summarised as follows:

- *CPO should not be confirmed until meaningful negotiations on impact of the Scheme on:*
  - *continued provision of loading and bin stores.*
  - *maintaining continues services and utilities.*
  - *limiting scheme related access to loading area and access route to outside of servicing hours.*
  - *confirmation of final Scheme requirements and details of boundary treatments.*
  - *details of protective provisions and safeguards to prevent environmental impacts during construction.*
  - *confirmation of how access in the wider locality is to be maintained for customer/ servicing including continued provision of public car parking.*

7.18 Deloitte has been in discussions with the objector and on 10 August 2022 met on site with representatives from the Developer and the objector. On 7 October 2022, Deloitte issued a draft Deed of Undertaking which responds to the issues raised by the objector. It is expected that this objection will be resolved on completion of this Deed of Undertaking.

7.19 **Objector Number: 4**

**Name: Coventry Urban Regeneration Ltd**

**Property: Site of former Victoria Buildings, Corporation Street**

**Requirements in CPO: Permanent acquisition (plot 4)**

7.20 The objector owns a long leasehold interest in the property, which comprises vacant land with an area of 1,459sq m (15,705sq ft).

7.21 The objection can be summarised as follows:

- *The Objector is willing and able to sell by agreement, and terms for disposal had been agreed. Compulsory purchase is therefore not necessary.*

7.22 Heads of Terms for an agreement for the acquisition of the objectors' interest have been provisionally agreed and solicitors instructed. This objection is expected to be resolved when the agreement to purchase is completed.

7.23 **Objector Number: 5**

**Name: Glamis Estates Ltd**

**Property: 61-62 Hertford Street**

**Requirements in CPO: Permanent acquisition (plot 258A) and acquisition of new rights (plots 258,259)**

7.24 The objector owns the freehold interest in the property, which comprises retail premises over basement, ground and two upper floors, with a total area of 760.7sq m (8,188sq ft) leased and occupied by CeX, an electronics exchange retailer, which sits above the Barracks Way under pass. The Barracks Way under pass connects Barracks Way (to the east of the property) to the Barracks multi-storey car park (to the west of the property).

7.25 Permanent acquisition of the Barracks Way under pass only is required, together with new rights over the remainder of the property.

7.26 The objection can be summarised as follows:

- *Impact to investment value as occupiers on the eastern side of Hertford Street may not survive the development unless a well-considered plan is provided showing how retailing and construction can co-exist.*

7.27 Deloitte has been in discussions with the objector. On 7 October 2022, Deloitte issued a draft Deed of Undertaking which seeks to respond to the issues raised by the objector, and discussions are continuing in parallel with the statutory process.

7.28 **Objector Number: 6**

**Name: New Look Retailers Ltd**

**Property: 91-101 Lower Precinct**

**Requirements in CPO: Acquisition of new rights (plots 228 and 229)**

7.29 The objector is a fashion retailer and has a leasehold interest in the property, which it also occupies. The property has a total area of 4,135sq m (44,509sq ft).

7.30 The objection can be summarised as follows:

- *Failure to negotiate. Lack of information provided about the impact of new rights, including safe access, servicing (24 hours), emergency vehicles.*
- *No certainty that the scheme will proceed (no compelling case in the public interest), due to market conditions and lack of information about the Council's funding partner.*
- *No details on Stopping Up CPO, which will be an impediment to the scheme proceeding.*
- *Lack of information means impact on Human Rights is inadequate and flawed.*

7.31 Deloitte has been in discussions with the objector and on 23 August 2022 met on site with representatives from the Developer and the Objector. On 7 October 2022, Deloitte issued a draft Deed of Undertaking which responds to the issues raised by the objector. It is expected that this objection will be resolved on completion of this Deed of Undertaking.

7.32 **Objector Number: 7**

**Name: Poundland Ltd**

**Property: 10-12 Market Way and 63 Hertford Street**

**Requirements in CPO: Acquisition of new rights (plots 235 and 257)**

7.33 The objector is a budget variety retailer and has leasehold interests in these two properties, which they also occupy. The property at 10-12 Market Way comprises retail and ancillary space over ground and first floor, totalling 1,859sq m (20,010sq ft). The property at 63 Hertford Street comprises retail and ancillary space over basement, ground and two upper floors, totalling 1,357sq m (14,607sq ft).

7.34 The objection can be summarised as follows:

- *Rights sought are substantial and include no measures to ensure that the objector will be able to continue to occupy and trade from the premises during and after the works.*

- *An Undertaking is required that sets out*
  - *the extent, nature and timing of works.*
  - *protection of objector's retailing operations and safety of staff.*
  - *drawing up specific measures to ensure business can continue to operate.*

7.35 Deloitte has been in discussions with the objector and on 23 August 2022 met on site with representatives from the Developer and the Objector. On 7 October 2022, Deloitte issued a draft Deed of Undertaking which responds to the issues raised by the objector. It is expected that this objection will be resolved on completion of this Deed of Undertaking.

7.36 **Objector Number: 8**

**Name: Queenhart Ltd t/a The Golden Shop**

**Property: 9 City Arcade**

**Requirements in CPO: Permanent acquisition (plot 78)**

7.37 The objector is a jeweller, who has a leasehold interest in the property, which it also occupies. The property comprises a ground floor shop with an area of 35.7sq m (384sq ft).

7.38 The objection can be summarised as follows:

- *Financial viability of Scheme not evidenced.*
- *Diversity of the CPO Lands – City Arcade provides retail opportunity for lower income generating business serving the ethnic community.*

7.39 Responses to these grounds of objection are provided within the proof of Mr Morton (DR2.5).

7.40 Deloitte has been engaged with the objector since June 2021 with a view to seeking an acquisition of the objector's lease by agreement.

7.41 A without prejudice financial offer to acquire the objector's lease was made on 27 September 2022, and negotiations will continue in parallel with the statutory process.

7.42 **Objector Number: 9**

**Name: Royal London Mutual Insurance Society Ltd**

**Properties: Lower Precinct Shopping Centre (including Coventry Market) and Site of former Victoria Buildings, Corporation Street**

**Requirements in CPO: Permanent acquisition (plots 3, 4, 6, 8, 9, 11, 38, 39, 54, 233a, 233b, 233c, 233d, 233e, 233f)) and acquisition of new rights (plots 228, 229, 230, 231, 232, 233, 233g, 233h, 233i, 234)**

7.43 The objector has long leasehold interests in the properties. The Lower Precinct Shopping Centre also includes Coventry Retail Market, Lower Precinct multi-storey car park, and surrounding service areas. The Site of former Victoria Buildings comprises vacant land with an area of 1,459sq m (15,705sq ft).

7.44 The objection can be summarised as follows:

- *No compelling case for a CPO to be made.*

- *No reasonable prospect of the Scheme being delivered.*
- *Servicing impacts on objector not properly thought out.*
- *Inclusion of new rights in the CPO is an error.*
- *Uncertainty over extent and timing of appropriation.*
- *No evidence of alternative schemes being considered that are less intrusive.*
- *Lack of clarity on how the objector's head lease will be varied pursuant to the CPO*

7.45 The Council has considered the statutory basis for making the Order under s226(1)(a) of the TCPA and this proof, and the proofs of others, demonstrate how the Guidance (DR1.9) (as considered at paragraphs 4.15 to 4.17 of this proof) have been satisfied. As such, a clear and compelling case in the public interest exists for the CPO to be confirmed as made.

7.46 Issues relating to the prospect of scheme delivery are considered in the proofs of Mr Morton (DR2.5) and Mr Fancy (DR2.4).

7.47 There has been a long and continuing dialogue between the transport planners instructed by the objector (Meyer Brown) and by the Developer (Transport Planning Practice, TPP), in respect of service management issues. This has included several technical meetings and is subject to continuing dialogue, as set out in the proof of Mr Vaughan (DR2.7).

7.48 On advice from the Land Assembly Group, the Council carefully considered the extent of new rights required, which are described for each of the Blue Land plots in the CPO Map (DR1.2). These descriptions provide what is reasonably required to enable the Scheme to be built, used and maintained.

7.49 The land interests in the Order Land owned by the Council were appropriated on 22 April 2022 to enable any third party easements and other rights over that land to be over-ridden.

7.50 The evolution of the Scheme is set out in the proof of Mr Brown (DR2.1), who explains why no alternative scheme will meet the Council's policy objectives and be consistent with the planning framework. The discussions between transport consultants referred to at paragraph 7.47 above have included discussions of service management solutions that seek to lessen any intrusion on the interests of the objector. No alternative proposals have been made by the objector.

7.51 I have sought to engage with the objector regarding the acquisition of the land and new rights required from the objector by agreement. Heads of Terms were issued prior to making the Order. It is the Council's preference to proceed by agreement, which would include arrangements for necessary variations in the head lease. If it is necessary to rely on the use of compulsory purchase, there are statutory provisions (section 19 of the Compulsory Purchase Act 1965) which allow for the apportionment of rent where part of an interest is acquired.

7.52 **Objector Number: 10**

**Name: Unicorn Bars Warwickshire Ltd t/a Catch 22**

**Property: 25a Hertford Street**

**Requirements in CPO: Permanent acquisition (plots 149, 150, 151, 152, 153)**

7.53 The objector has a leasehold interest in the property, which operates as a nightclub and bar. The property has an area of 84.5sq m (910sq ft), with an entrance at ground floor level at 43 Hertford Street.

7.54 The objection can be summarised as follows:

- *Financial viability of Scheme not evidenced.*
- *Diversity of the CPO Lands – Hertford Street provides retail opportunity for lower income generating business serving the ethnic community.*
- *Poor planning – western side of Hertford Street to be demolished, eastern side to be retained. Request for buildings on western side to be excluded from the CPO.*
- *The objector plays an important role in the social life of the ethnic community which the proposed scheme is unlikely to replace.*

7.55 In a letter to the NPCU dated 18 November 2022, the objector identifies that the proposed amendments to the planning application (see the proof of Mr D’Ononfrio (DR2.6)) will result in the building at 21A-25 Hertford Street (known as the “Empire Building”) being retained. The objector’s property is located in the basement of the Empire Building and further representations are made in this letter, seeking to exclude the objector’s leasehold interest from the Order.

7.56 Whilst it may be possible for the objector to remain in occupation of the property, this will require some amendments to the management and servicing arrangements to ensure the nightclub use is compatible with the proposed neighbouring development. Discussions are ongoing with the objector with a view to achieving a mutually agreeable outcome that will enable the objector to remain in occupation. Such discussions will continue in parallel with the statutory process.

7.57 **Objector Number: 11**

**Name: Warren James**

**Property: 9 Shelton Square**

**Requirements in CPO: Permanent acquisition (plot 93)**

7.58 The objector is a jeweller, who has a leasehold interest in the property, which it also occupies. The property comprises a shop over ground and first floor with an area of 128.5sq m (1,383sq ft).

7.59 The objection can be summarised as follows:

- *CPO is not in the best interests of the owners, lessees, tenants and occupiers of the City centre.*
- *The Council’s ownership and actions have caused the area to become run-down and don’t believe the CPO will reverse this decline.*

7.60 The leasehold interest held by the objector is for a term of three years from 7 July 2021. This lease is “contracted out” of the security of tenure provisions of the Landlord & Tenant Act 1954 and can be determined by either landlord or tenant at any time after 1 July 2022 on giving three months’ notice. The Council proposes to serve a break notice (if required) at the appropriate time and therefore there should be no requirement for compulsory purchase to be used to acquire the interest held by the objector.

7.61 As set out on this proof, and the proofs of others, the CPO is demonstrably in the public interest and is necessary to deliver the Council’s objectives.

7.62 **Objector Number: 12**

**Name: Western Power Distribution (East Midlands) plc**

**Property: Various electrical plant and equipment**

**Requirements in CPO: Statutory undertaker apparatus**

- 7.63 The objector is the licenced electricity distribution company for the area covered by the Order and requires an agreement to be entered into with the Council which ensures that:
- *Suitable arrangements are put in place with regards to the replacement or relocation of any substations affected and the lifting, diversion, removal and/or replacement of existing electricity cables and lines and other apparatus in a manner that is both safe and maintains security of supply at all times; and,*
  - *Replacement of legal property interests and the grant of rights to the objector which are equivalent to the interests and rights being acquired or affected by the Order.*
- 7.64 The Council and the Developer are liaising with the objector with a view to entering into a form of agreement as requested, to enable this objection to be withdrawn.

## **8. OBJECTIONS TO THE STOPPING UP ORDERS**

- 8.1 Six parties submitted objections in response to the Stopping-up Orders.
- 8.2 Virgin Media has identified that it has electronic communications apparatus located within the highway to be stopped up at Rover Road, under which it has rights under section 334 of the Highways Act 1980 (as amended). Virgin Media has objected pending completion of a Wayleave Agreement to protect this apparatus. The Developer is currently in discussion with Virgin Media with a view to completing this Wayleave Agreement, at which point the objection is expected to be withdrawn.
- 8.3 Cadent Gas Ltd has identified that it has gas apparatus within the highway to be stopped up, under which it has rights under Paragraph 4, Schedule 12, Part II of the Highways Act 1980. Cadent Gas Ltd has objected pending completion of a Deed of Easement to protect this apparatus. The Developer is currently in discussion with Cadent Gas with a view to completing this Deed of Easement, at which point the objection will be withdrawn.
- 8.4 Mr Rafakat Hussain, t/a 8 Limbs Muay Thai Martial Arts Academy has objected on the basis that the Stopping-up Order of Rover Road will impact access to his property. I understand Mr Hussain occupies premises at 40 City Arcade and is "holding over" on an expired lease from the Council. These premises are within the Order Land and it will not be necessary for the Council to implement the Stopping-up Order prior to possession of these premises for the development. I understand that representatives from the Council and the Developer are seeking to arrange a meeting with Mr Hussain to further explain the position to him.
- 8.5 Royal London Mutual Insurance Society Ltd has objected to the stopping-up of Rover Road, due to the impact to the Indoor Market and related issues. Royal London has also objected to the CPO (see Objector Number: 9, at paragraph 7.41 above), and, as set out above, transport issues are being discussed between Meyer Brown for the objector and TPP for the Developer.
- 8.6 The Highways Development Control team at Coventry City Council has objected to the Stopping-up Orders for procedural reasons, but I understand this objection should be removed imminently.
- 8.7 Coventry Urban Regeneration Ltd (CURL) has objected to the stopping-up of Rover Road. CURL has also objected to the CPO (see Objector Number: 4, at paragraph 7.19 above), and,

as set out above, agreement has been provisionally agreed. Upon completion, the objections to both the CPO and the stopping-up Order will be withdrawn.

## **9. CONCLUSIONS**

9.1 My conclusions on the CPO are that:

- (a) the CPO satisfies the requirements of section 226 (1)(a) of the TCPA;
- (b) the interests and rights included within the boundary of the CPO are required in connection with the carrying out of the Scheme in accordance with the objectives of the Council;
- (c) without the CPO, there is no reasonable prospect that the required interests and rights could be assembled within an acceptable timescale;
- (d) therefore without the CPO, the Developer will not be able to deliver the Scheme;
- (e) the objections made have been fully considered. The Council and the Developer have sought to address the concerns raised where it is practicable to do so without prejudicing the development proposed; and
- (f) none of the objections made amounts to a good reason to modify or reject the CPO.

9.2 In my opinion the CPO is demonstrably in the public interest and should be confirmed.

## **10. STATEMENT OF TRUTH AND DECLARATION**

### **Statement of Truth**

10.1 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.

### **Declaration**

10.2 In preparing this proof of evidence, I confirm that:

1. I have drawn attention to all material facts which are relevant and have affected my professional opinion;
2. I understand and have complied my duty to the Inquiry as an Expert Witness which overrides any duty to those instructing or paying me, that I have understood this duty and complied with it in preparing my evidence impartially and objectively, and I will continue to comply with that duty as required;
3. I am not instructed under any conditional or other success-based fee arrangement;
4. I have no conflicts of interest;
5. I am aware of and have complied with the requirements of the rules, protocols and directions of the Inquiry; and,

6. my proof of evidence complies with the requirements of the Royal Institution of Chartered Surveyors Practice Statement and Guidance Notes set out in the publication "*Surveyors acting as expert witnesses*" (4<sup>th</sup> edition, amended August 2020).



**Graeme Lawes**

**29 December 2022**

**Town and Country Planning Act 1990**

**Acquisition of Land Act 1981**

**Local Government (Miscellaneous Provisions) Act 1976**

**Inquiry into:**

**THE COUNCIL OF THE CITY OF COVENTRY (CITY CENTRE SOUTH) COMPULSORY  
PURCHASE ORDER 2022**

**and**

**Town and Country Planning Act**

**Stopping-up of public highway**

**Appendices**

**to the Proof of Evidence**

**of**

**Graeme Lawes**

**Senior Director at Deloitte**

**On behalf of the Council of the City of Coventry**

**29 December 2022**

**Appendices  
to the Proof of Evidence  
of  
Graeme Lawes**

**CONTENTS**

**APPENDIX GL1: Vacant Property Availability Schedule (December 2022)**

**APPENDIX GL2: Chronology of contact with Objectors to the CPO**

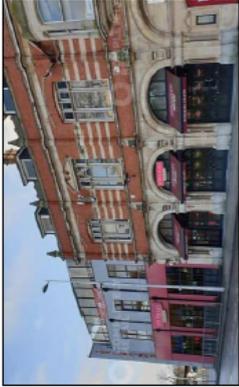
**APPENDIX GL3: Authors of Evidence Providing Response to Grounds of Objection**

## COVENTRY CITY CENTRE RETAIL AVAILABILITY SCHEDULE

December 2022

Holt Commercial have compiled the below schedule on behalf of Coventry City Council in order to assist occupiers within the area affected by the proposed City Centre South redevelopment and, who may therefore, be required to vacate from as early as late 2022/early 2023. The schedule aims to provide a summary of availability within the city centre (within the Ring Road and selected surrounds), although does not include any premises directly affected by the redevelopment plans. It includes properties being marketed by Holt Commercial, together with other agents. Any properties listed online but that we have been told are 'Under Offer' are not included within the schedule. Holt Commercial cannot however confirm it is an entirely exhaustive list of availability given the range of sources that premises can be advertised via. Equally, the availability of property regularly changes and we are therefore reliant on the respective agents ensuring their listings are up to date. We will update the schedule periodically and will provide to occupiers as and when requested.

We welcome any queries regarding the properties we are marketing and ask that interested parties make approaches directly to the other agents for property not being marketed by us. Holt Commercial can however provide an acquisition service to assists in obtaining new premises and we can elaborate on costs/fees if this is of interest.

Photo	Address	Size (sq ft) NIA	Terms	Agent
	24 Bayley Lane Coventry CV1	3,782	Rent £42,500 p.a.  Rateable Value: £31,000  Former restaurant premises. Retail uses consider. New lease available.	Bromwich Hardy
	Ground Floor Old Fire Station Hales Street CV1 1JA	2,199	Rent: £70,000 per annum  Rateable Value: £31,000  The property is available by way of an assignment	Avison Young



	<p>36-42 Corporation Street CV1 1GF</p>	<p>1,011- circa 4,000</p>	<p>Rent: £20.00 per sq ft Service Charge: TBC Rateable Value: To be assessed Split over 4 units which can be taken as one or separately. There is additional accommodation within the basement. Occupation likely to be available from circa Q2 / Q3 2022</p>	<p>Holt Commercial Nick Holt</p>
	<p>16 The Precinct CV1 1NQ</p>	<p>1,046</p>	<p>Rent: £90,000 per annum Service Charge: circa £9,000 per annum Rateable Value: TBC **Availability TBC**</p>	<p>Savills &amp; BWD</p>
	<p>2 Millennium View, Hales Street, Coventry CV1 1JB</p>	<p>2,102</p>	<p>Rent: £25,000 p.a. Service Charge: TBC Rateable Value: £31,200</p>	<p>Loveitts</p>



	<p>City Village Belgrade Plaza Upper Well Street CV1 4FA</p>	<p>1,674 - 3,275</p>	<p>Rent: £22.00 per sq ft Service Charge: Payable – TBC Rateable Value: To be assessed Split over 2 units which can be taken as one or separately. 3<sup>rd</sup> unit recently let agreed. Minimum term 5 years</p>	<p>Rowley Hughes Thompson &amp; LSH</p>
	<p>4 The Precinct CV1 1DE</p>	<p>1,728 (GF 740)</p>	<p>Rent: £65,000 per annum Service Charge: £3,500 per annum Rateable Value: £62,500 (of which approx 50% payable)</p>	<p>Savills &amp; BWD</p>
	<p>12 The Precinct CV1 1DE</p>	<p>1,749 (GF 1,345) Could be extended to 2,500</p>	<p>Rent: £125,000 per annum Service Charge: £5,430 per annum Rateable Value: £93,500 (of which approx 50% payable) **Availability TBC**</p>	<p>Savills &amp; BWD</p>



	<p>6 Union Buildings New Union Street CV1 2HN</p>	<p>606 sq ft</p>	<p>Rent: £15,500 per annum Rateable Value £11,000 Long term lease available</p>	<p>Holt Commercial Nick Holt</p>
	<p>Unit 2 Bishop Gate Tower Street CV1 1HU</p>	<p>2,300 (may split)</p>	<p>Rent: £39,100 per annum Service Charge: £16,814 per annum Rateable Value: To be assessed 10 year term ideally</p>	<p>Avison Young</p>
	<p>Lower Precinct CV1 1DS</p>	<p>C1,850 sq ft.</p>	<p>Rent approx. £45,000 p.a. *Tenant expected to serve notice to leave. Confidentially available.</p>	<p>AS Retail &amp; Wright Silverwood</p>



	<p>58 Corporation Street City Centre CV1 1QX</p>	<p>Ground floor (2572 sq ft) Basement (1696 sq ft) First (2551 sq ft) Second (904 sq ft) Third (947 sq ft)</p>	<p>Rent: £75,000 pa Service Charge: N/A Rateable Value: £40,500</p>	<p>Tutis Estates</p>
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NB: Please note that all figures are to the best of our knowledge exclusive of VAT which may be payable in some cases.

**The Council of the City of Coventry (City Centre South) Compulsory Purchase Order 2022**

**Chronology of contact with Objectors to the CPO**

Black text = Freehold acquisition of land included in the CPO

Blue text = Acquisition of New Rights included in the CPO (New Rights only required from Objector where entire row is shown in blue text)

Green text = Statutory undertaker

No.	Objector/Affected Parties	CPO Plot Number(s)	Interest owned by Objector	Chronology of Contact
1	A Sushi Ltd	173	Leasehold, 43 Hertford Street	<p>18/05/2021 Update from Coventry City Council (CCC) to occupier, providing expected vacant possession date and providing details of availability schedule maintained by Holts Commercial.</p> <p>13/08/2021 Letter from Helena Casement (HC) of Deloitte to occupier, providing scheme update, advising that reasonable costs of obtaining professional advice will be reimbursed, and offering to engage (Invitation to Treat (ITT) letter).</p> <p>19/08/2021 HC spoke to occupier by telephone.</p> <p>25/08/2021 Keith Murray Consultants (KM) confirmed they were instructed to advise occupier.</p> <p>10/09/2021 HC telephone call with KM who confirmed occupier was seeking relocation premises.</p> <p>18/10/2021 KM advised occupier is unlikely to be able to find an alternative property in the city centre with the ability to operate over two floors at an affordable rent, so therefore intends to look outside of the city centre for an alternative property.</p> <p>04/11/2021 Email from KM to HC advising tenant has identified potential relocation premises [upper floor(s) of 29 High Street CV1 5RE.</p> <p>05/11/2022 CCC confirmed that in the event the occupier secures this relocation property, they will compensate in accordance with the "compensation code" as if the existing property had been acquired under a confirmed and implemented CPO. The Council would accept a surrender on a flexible date, subject to a long stop.</p> <p>25/01/2022 Occupier maintained interest in 29 High Street. KM asked Deloitte to enquire informally of the planners if A3 consent would be available for this location.</p> <p>01/02/2022 Graeme Lawes (GL) advised KM that this unit has a lawful development certificate for Use Class E so in terms of Planning there isn't an issue (i.e. the Unit can be used as a restaurant).</p> <p>30/06/2022 GL issued KM with a response to Objection made to CPO.</p> <p>06/10/2022 HC, GL, KM met on site with the occupier. Occupier advised that various relocation premises are under consideration. GL/HC confirmed the Tenant to provide accounts, potential relocation unit</p>

No.	Objector/Affected Parties	CPO Plot Number(s)	Interest owned by Objector	Chronology of Contact
				<p>(possibly in London) and estimate of likely relocation costs to inform Deloitte offer.</p> <p>06/12/2022 Email KM to GL/HC advised that alternative premises may have been identified (in Finsbury Park).</p> <p>06/12/2022 GL email to KM reiterating potential flexibility in approach to reach agreement.</p> <p>08/12/2022 Details of estimate move and fit out costs provided by KM. Followed by accounts.</p> <p>14/12/2022 GL made without prejudice (W/P) offer for Council to acquire A Sushi's lease.</p> <p>15/12/2022 KM email to GL advising that Finsbury Park premises no longer being pursued.</p>
2	Adult Corporate Entertainment Ltd	79	Leasehold, 7 – 9 City Arcade	<p>04/06/2021 Email from Colin Siebert (CS) of Colliers to HC confirming instructions.</p> <p>08/06/2021 HC wrote to CS confirming proposed fee basis.</p> <p>09/06/2021 ITT letter issued by Deloitte to occupier and CS. Requested copy of sub-lease, which was provided by return.</p> <p>24/06/2022 HC contacted by David Roberts (DR) (solicitor) of Knights PLC acting for occupier.</p> <p>01/07/2021 HC spoke to DR. CS had discussed with DR suggesting the need to provide licencing advice to inform the options available to the occupier. DR requested feedback on CCC's attitude towards a licence application if occupier were to relocate to the scheme/local area.</p> <p>06/07/2021 HC spoke to Council licence team and provided joint update to DR/ CS via email (on 09/07/2022).</p> <p>14/07/2021 HC spoke to occupier's licensing solicitor re: fees.</p> <p>15/07/2022 HC inspected property. Occupier suggested three potential relocation sites identified.</p> <p>20/07/2020 HC and GL met CS. CS to provide profit figures to inform relocation.</p> <p>22/07/2021 Deloitte issued CPO surgery invitation to surveyor</p> <p>03/08/2021 Headline accounts details provided by occupier.</p> <p>24/08/2021 CS email to HC advising that occupier Heat had found three potential relocation properties.</p> <p>24/08/2021 HC discussion with CS re: mechanics for potential agreement.</p> <p>24/08/2021 HC contacted DR explaining it was now appropriate to confirm his instructions. Awaiting confirmation of fee basis to agree with CCC.</p> <p>10/09/2021 DR advised that he is awaiting instructions and will respond shortly.</p> <p>21/10/2021 Yohanna Weber (YW) of Keystone Law (KL) confirmed she and her colleague Robert Sutherland</p>

No.	Objector/Affected Parties	CPO Plot Number(s)	Interest owned by Objector	Chronology of Contact
				<p>(RS) are now instructed, on CPO and licensing matters respectively. YW meeting with client and agent on 04/11/21.</p> <p>12/11/2021 HC call with YW and RS. They spoke to Mark Kenny at Heat on 4/11/21. Decided best mitigation of loss option is relocation and options being appraised from planning/licence perspective. Fees proposed in stages. KL to provide estimate. Request for Council to pay fees direct.</p> <p>17/12/2021 HC chased fee estimate and progress on relocation options</p> <p>15/01/2022 HC chased fee estimate and progress on relocation options</p> <p>5/04/2022 HC asked CS to provide any information/analysis that was used to underpin the decision to relocate. Agent responded 06/04/22. HC responded 13/04/22.</p> <p>27/04/2022 Meeting HC/GL/RS. Agreed he would provide details on relocation options before we agree to fees for planning.</p> <p>29/04/2022 RS provided four options and a draft report to Deloitte. Agreed two options for further investigation.</p> <p>23/05/2022 RS email to HC.</p> <p>23/05/2022 HC response to RS. Relocation consideration ongoing.</p> <p>30/06/2022 Deloitte response to letter of Objection submitted.</p> <p>07/07/2022 HC offered meeting dates</p> <p>14/07/2022 HC offered meeting dates.</p> <p>25/07/2022 HC/ GL meeting with RS who advised occupier is continuing to consider three relocation options identified. GL suggested without prejudice (w/p) commercial surrender premium as an alternative, which is not tied to a defined relocation property. RS to seek instructions.</p> <p>09/08/2022 HC/GL spoke to CS. CS to obtain formal accounts for Deloitte can make w/po settlement offer for surrender of lease.</p> <p>18/08/2022 CS provided some further accounts information.</p> <p>02/09/2022 HC requested detailed annual profit and loss statements (including owners' remuneration)</p> <p>05/09/2022 Occupier advised they are not willing to provide further accounts information at this stage.</p> <p>27/09/2022 Deloitte made w/p financial offer to accept surrender of occupier's lease.</p> <p>13/09/2022 Deloitte/CS call. W/p Negotiations on surrender premium.</p> <p>26/10/202 CS confirmed his client's conditional acceptance to offer made.</p>

No.	Objector/Affected Parties	CPO Plot Number(s)	Interest owned by Objector	Chronology of Contact
				<p>03/11/2022 HC response on offer conditionality requested by occupier.</p> <p>07/12/2022 Teams call GL/HC/CS/RS to discuss terms of potential W/P agreement.</p> <p>12/12/2022 Email GL to CS/RS setting out proposed terms on a W/P agreement.</p> <p>12/12/2022 Email CS to GL confirming proposed W/P offer is acceptable to his client. Solicitors to be instructed.</p>
3	Boots UK Ltd	227, 228,229,234	Leasehold, 49 The Precinct (in occupation)  & 2-8 Market Way (sub-let)	<p>30/06/2022 Deloitte response to letter of objection submitted.</p> <p>10/08/2022 Site meeting with HC. Tim Earl (TE) of Montagu Evans (instructed by occupier), Corinne store manager, Sean Kealy (SK) Regional Manager, Elliott Walker (EW) of Hill, Steve Pinner (SP) of Hill and Mark Beard (MB) of SPR.</p> <p>07/09/2022 Minutes circulated by HC.</p> <p>16/09/2022 Fire risk assessment provided by TE.</p> <p>07/10/2022 Draft Deed of Undertaking issued by HC to TE.</p> <p>07/10/2022 TE acknowledges receipt of Draft Deed, and request for scheme plans and programming information.</p> <p>28/10/2022 Response HC to TE.</p> <p>28/10/2022 TE acknowledges HC email.</p> <p>15/11/2022 HC email to TE asking whether occupier has any comments on Draft Deed issued on 07/10/2022.</p> <p>29/11/2022 Chaser email HC to TE.</p>
	Coventry Urban Regeneration Ltd (CURL)	4	Long leasehold, Site of former Victoria Buildings, Corporation Street	<p>04/06/2021 Deloitte ITT issued to CURL.</p> <p>01/03/2022 AH call with Claire Emery (CE) and David Buckley (DB). AH updated on expected CPO making timescales and general scheme position.</p> <p>07/04/2022 AH call with CE and DB. AH updated on expected CPO making timescales and general scheme position.</p> <p>09/05/2022 AH meeting with Laing O'Rourke (owner of CURL). Meeting with Gerald Eve who they have appointed as the CPO advisors tomorrow.</p> <p>12/05/2022 Email from Tony Chase (TC) of Gerald Eve to GL confirming instructions from CURL.</p> <p>27/05/2022 Email from AH to CE and DB seeking to re-engage.</p>

No.	Objector/Affected Parties	CPO Plot Number(s)	Interest owned by Objector	Chronology of Contact
				<p>30/05/2022 Email DB to AH advising that the proposed conditionality of purchase is unlikely to be agreeable.</p> <p>30/06/2022 Objection letter response from Deloitte to Gerald Eve.</p> <p>19/07/2022 GL call with TC. Explored routes to progressing on basis purchase price has been agreed.</p> <p>07/10/2022 GL email to TC, requesting an update and advising updated earliest possession date.</p> <p>10/11/2022 TC w/p email to GL advising of potential route to progressing, which has been discussed at principal level.</p> <p>24/11/2022 Confirmation received from TC that terms for acquisition are agreed. Solicitors instructed.</p>
5	Glamis Estates Ltd	258, 258A, 259	Freehold, 61-62 Hertford Street	<p>(only part of freehold interest, comprising Barracks Way underpass, included in the CPO. Building subject to acquisition of new rights only).</p> <p>24/05/2022 Letter from Andrew Chapman (AC) of FHP Estates, confirming his instructions from owner, and setting out proposed fee basis.</p> <p>30/05/2022 Meeting between GL, HC, AC and Neil Ackermann (NA) of Glamis Estates.</p> <p>08/06/2022 Letter from AC to CCC, which has been accepted as being an objection to the CPO.</p> <p>30/06/2022 Letter from GL to AC, acknowledging CPO objection and accepting AC's proposed fee basis.</p> <p>15/07/2022 Meeting HC, AC, AN, Elliott Walker (EW) of Hill and Mark Beard (MB) of SPG</p> <p>07/10/2022 Draft form of Undertaking issued by HC to AC.</p> <p>24/10/2022 Chase up email HC to AC.</p> <p>26/10/2022 Email HC to AC confirming updated earliest possession date.</p> <p>26/10/2022 Email AC to HC acknowledging receipt and to respond shortly.</p> <p>09/11/2022 Letter AC to HC.</p> <p>16/11/2022 Meeting HC. GL, AC. NA.</p>
6	New Look Retailers Ltd	228, 229	Leasehold, 91-101 Lower Precinct	<p>30/06/2022 Letter from GL to Chris Stallard of BNP Paribas in response to the CPO objection.</p> <p>14/07/2022 Email CS to GL advising John Davies (JD) of Jones Lang LaSalle dealing and setting out fee proposal.</p> <p>18/07/2022 Email GL to CS in response to fee proposal.</p> <p>26/07/2022 Email HC to CS seeking to make arrangements for site visit.</p>

No.	Objector/Affected Parties	CPO Plot Number(s)	Interest owned by Objector	Chronology of Contact
				<p>23/08/2022 Site inspection HC, JD, Elliott Walker EW of Hill, Stephen Pinner (SP) of Hill and Mark Beard (MB) of SPR.</p> <p>26/09/2022 E Mail JD to HC. JD wishes to "press on and agree some undertakings."</p> <p>28/09/2022 Tel con HC and JD.</p> <p>07/10/2022 Email HC to JD, containing draft form of Undertaking.</p> <p>24/10/2022 Chase up email HC to JD.</p> <p>27/10/2022 JD advises he is waiting for client feedback and will revert.</p> <p>15/11/2022 Chase up email from HC to JD and offer to meet if helpful.</p> <p>29/11/2022 Chaser email HC to TE.</p>
7	Poundland Ltd	235, 257	Leasehold, 10-12 Market Way & 63 Hertford Street	<p>30/06/2022 GL letter to Tony Chase (TC) of Gerald Eve on response to objection submitted.</p> <p>26/07/2022 Email HC to TC offering a date for site meeting.</p> <p>09/08/2022 Email TC to HC confirming site meeting on 16 August 2022, subsequently moved to 23 August.</p> <p>23/08/2022 Site visit HC, TC, Elliott Walker EW of Hill, Stephen Pinner (SP) of Hill and Mark Beard (MB) of SPR.</p> <p>07/09/2022 Site meeting notes circulated by HC.</p> <p>12/09/2022 TC circulated his notes of site meeting.</p> <p>07/10/2022 Draft form of Undertaking circulated by HC.</p> <p>17/10/2022 Initial comments from TC. TC circulated to client for any additional comments.</p> <p>16/11/2022 Updated form of Undertaking issued HC to TC.</p> <p>29/11/2022 Email HC to TE: any comments on updated Undertaking?</p> <p>29/11/2022 Email TE to HC. Will chase client.</p> <p>16/12/2022 Email TC to Mark Beard (SPRL). Still waiting comments from solicitor.</p>
8	Queenhart Ltd t/a The Golden Shop	78	Leasehold, 9 City Arcade	<p>04/06/2021 Letter from HC of Deloitte to occupier, providing scheme update, advising that reasonable costs of obtaining professional advice will be reimbursed, and offering to engage (Invitation to Treat (ITT) letter).</p> <p>22/06/2021 Follow up correspondence HC to Sanjay Lodhia (SL) of Queenhart Ltd.</p> <p>23/06/2021 SL contacted HC by email and advised he considered a meeting would be premature based on envisaged possession date. Occupier also requested guidance on scope of engagement for a surveyor.</p>

No.	Objector/Affected Parties	CPO Plot Number(s)	Interest owned by Objector	Chronology of Contact
				<p>30/06/2021 Reply from HC.</p> <p>07/07/2021 HC requested site meeting and inspection.</p> <p>07/07/2021 SL advised he will instructed surveyor in September at the earliest, as currently very busy.</p> <p>15/07/2021 HC introductory meeting with occupier at the property.</p> <p>22/07/2021 Deloitte issued invitation to "CPO surgery" event.</p> <p>01/09/2021 Zara Curtis (ZC) of Deloitte emailed tenant to ask if he has now instructed a solicitor and suggest a further meeting.</p> <p>16/09/2021 ZC rang SL who advised he has a solicitor but is still looking for a surveyor. Assistance provided.</p> <p>29/09/2021 ZC follow up to SL.</p> <p>30/09/2021 SL requested that we postpone discussions until early 2022 due to family issues.</p> <p>07/10/2021 ZC replied stating that she will contact in early 2022.</p> <p>14/01/2022 SL emailed ZC to arrange a meeting to discuss the scheme.</p> <p>21/01/2022 ZC replied asking for confirmation of name and contact details for SL's surveyor.</p> <p>25/02/2022 ZC spoke with SL. SL confirmed agent is still not appointed and he is actively searching for relocation premises but nothing so far. ZC sent details to register interest to re-enter the Scheme.</p> <p>10/03/2022 ZC provided further response to SL following discussion with GL.</p> <p>27/04/2022 ZC email to SL seeking an update.</p> <p>06/05/2022 SL confirmed Keith Murray Consultants Ltd (KM) is appointed and that he has registered with all of the main property agents and given them relocation requirements.</p> <p>12/05/2022 SL property queries to ZC re: CCC owned interests/ relocation options.</p> <p>30/06/2022 Objection letter response GL to KM.</p> <p>02/08/2022 GL email KM: has SL progressed any relocation options? Suggested opportunity to proceed on a commercial w/p basis.</p> <p>09/09/2022 GL email to KM suggesting site meeting with SL.</p> <p>06/10/2022 GL, HC, KM, SL meeting at occupier's property. Discussed relocation and compensation options. SL agreed provide accounts, potential relocation unit (possibly to be split with another tenant) and estimate of likely relocation costs to inform Deloitte offer.</p> <p>24/10/2022 SL preparing a file and will share with Deloitte in the New Year in NY. Focussing on trading in</p>

No.	Objector/Affected Parties	CPO Plot Number(s)	Interest owned by Objector	Chronology of Contact
				<p>the busy pre-Christmas period.</p> <p>November 2022 Offer from Elliott Walker (EW) of Hill [during SLs attendance at public consultation] for Hill to instruct QS/ fit out contractor on SL's behalf.</p> <p>11/11/2022 SL email to HC: will not be taking up EW's offer, or providing accounts as previously requested. Invited an offer to be made using "knowledge of recent settlements."</p> <p>28/11/2022 Email HC to SL/KM setting out a proposed W/P offer for the acquisition of SL's interest by the Council.</p>
9	Royal London Mutual Insurance Society Ltd	<p>3, 4, 6, 8, 9, 11, 38, 39, 54, 233a, 233b, 233c, 233d, 233e, 233f</p> <p>228, 229, 230, 231, 232, 233, 233g 233h, 233i, 234</p>	<p>Long Leasehold,</p> <p>Lower Precinct Shopping Centre (including Coventry Market)</p> <p>&amp;</p> <p>Land known as Victoria Buildings</p>	<p>04/06/2021 Letter from HC of Deloitte to RLMISL, providing scheme update, advising that reasonable costs of obtaining professional advice will be reimbursed, and offering to engage (Invitation to Treat (ITT) letter).</p> <p>11/06/2021 Email Adam Hunt (AH) of CCC to Clare Andrews (CA) of RLMISL, enclosing Deloitte letter of 4 June 2021</p> <p>11/06/2021 Email CA to AH advising RLMISL is in process of instructing a surveyor and will be back in touch.</p> <p>18/06/2021 AH follow up to CA.</p> <p>25/06/2021 KM email to GL and HC, confirming instructions and fee basis.</p> <p>05/07/2021 Email GL to KM providing scheme details and making arrangements to meet.</p> <p>19/07/2021 Meeting AH, GL, KM, Danny Simmons (DS) of RPS, Christopher Stanwell (CS) and Helen Murcott (HM) of DAC Beachcroft (DACB), Guy Shearer (GS), Adam Markwell (AM) and Mark Beard (MB) of Shearer Property Group.</p> <p>19/08/2021 Letter GL to KM Letter setting out details of the land and rights required from RLMISL.</p> <p>20/08/2021 KM confirmed receipt, has shared with client and will let us know any immediate queries.</p> <p>20/09/2021 Letter received from DACB in reply to GL's letter to KM of 19 August 2021.</p> <p>22/10/2021 W/P Letter GL to KM, containing offer to acquire RLMISL's interests required for the scheme by Agreement.</p> <p>15/11/2021 W/P Letter KM to GL.</p> <p>22/12/2021 Letter GL to KM providing further detail including draft CPO Plan and Transport note prepared by TPP (for SPG).</p> <p>06/01/2022 Email KM to GL. Full response pending provision of information on Management Agreement [forming separate discussions].</p> <p>07/04/2022 Letter GL to KM, with draft Heads of Terms for an Undertaking enclosed.</p>

No.	Objector/Affected Parties	CPO Plot Number(s)	Interest owned by Objector	Chronology of Contact
				<p>29/04/2022 Letter KM to GL</p> <p>08/06/2022 Draft Servicing Management Plan and (further) response to Transport queries (raised by Mayer Brown, on instructions from RLMISL) issued by SPG to RLMISL.</p> <p>30/06/2022 Objection response letter GL to KM.</p> <p>18/07/2022 Email GL to KM: any response to correspondence of 29 April 2022 and documents issued on 8 June 2022. KM replied by return advising he will take instructions.</p> <p>16/08/2022 Technical Meeting between principals, developer, Mayer Brown and TPP</p> <p>07/10/2022 Follow up letter GL to KM. KM replied by return advising he will take instructions.</p> <p>11/11/2022 Follow up letter GL to KM. KM replied by return advising he will take instructions.</p> <p>15/12/2022 Draft suite of documents provided by KM to GL, on a W/P basis, with reference to GL's letter of 07/04/2022.</p> <p>20/12/2022 W/P email GL to KM.</p>
10	Unicorn Bars Warwickshire Ltd t/a Catch 22	149, 150, 151, 152, 153	Leasehold, 43 Hertford Street	<p>04/06/2021 Letter from HC of Deloitte to occupier, providing scheme update, advising that reasonable costs of obtaining professional advice will be reimbursed, and offering to engage (Invitation to Treat (ITT) letter).</p> <p>22/06/2021 Deloitte follow up to 4 June 2021 letter.</p> <p>09/07/2021 HC spoke to Jonathan Owusu (JO) (Director of Unicorn). JO has been in France recently and is in quarantine so can't meet until after 15 July. JO will look to instruct a surveyor next week.</p> <p>12/07/2021 Keith Murray Consultants Ltd (KM) confirmed instructions. Occupier looking into relocation options but local agents think there will be limited availability.</p> <p>13/07/2021 HC emailed KM to confirm agreement to fee basis.</p> <p>22/07/2021 Deloitte issued invite to "CPO surgery" event.</p> <p>29/07/2021 JO booked to attend CPO surgery on 10 August 2021.</p> <p>10/08/2021 Meeting at CPO surgery with JO, GL, Zara Curtis (ZC) and Tara Gill (TG) from CCC. JO looking to continue trading and relocate within the new scheme.</p> <p>10/09/2021 HC, GL, KM. KM identified potential relocation opportunity and discussion around basis and timing of compensation.</p> <p>26/10/2021 Email KM to HC regarding inclusion of Empire Building within the CPO.</p> <p>29/10/2021 Email reply HC to KM confirming that the Empire remains in the proposed CPO red line boundary and that Deloitte is instructed accordingly.</p>

No.	Objector/Affected Parties	CPO Plot Number(s)	Interest owned by Objector	Chronology of Contact
				<p>24/01/2022 KM advised that all the properties that have so far come to the market have either been too costly due to their city centre location or if in the right price range, too far away from the city centre student catchment area.</p> <p>30/06/2022 Objection letter response GL to KM.</p> <p>09/09/2022 GL email to KM suggesting site meeting with JO.</p> <p>06/10/2022 Adam Hunt (AH), JO, GL, HC, KM meeting at the property. Tenant wants to know why C22 cannot remain if Empire can. Unable to relocate so preference to hold out to see if CPO confirmed. Would be willing to come to a commercial deal based on extinguishment / cost to CPO uncertainty.</p> <p>20/10/2022 KM provided accounts info to Deloitte.</p> <p>24/10/2022 GL email to KM containing W/P offer for the Council to accept a surrender of the occupiers' lease, with the ability to remain in occupation until 31 May 2023.</p> <p>18/11/2022 Letter KM to GL seeking further information on the Scheme requirements for the "Empire Block" (of which Catch 22 occupy the basement).</p> <p>06/12/2022 Letter GL to KM in reply to KM's letter of 18/11/2022.</p> <p>06/12/2022 W/P letter GL to KM setting out headline terms and conditions on which Catch 22 can remain in occupation.</p> <p>18/12/2022 Draft form of undertaking provided by GL to KM, on a W/P basis, setting out summary terms under which Catch 22 can remain in occupation.</p>
11	Warren James	93	Leasehold, 9 Shelton Square	<p>(it is not expected that compulsory purchase of this interest will be required, as the objector's lease (which is directly from the Council as freehold owner) expires prior to the date possession is required.</p> <p>30/06/2022 Letter from GL to Warren James (WJ) in response to the objection received. This letter advised that WJ's current lease was agreed with the Council for a term of three years from 7 July 2021, is "contracted" out of the security of tenure provisions of the Landlord &amp; Tenant Act 1954 and provides the ability for either landlord or tenant to determine on three months notice at any time after 1 July 2022.</p> <p>This letter further advised that, if necessary, the lease will be determined by the Council to achieve vacant possession and that there is a requirement in the lease for the Council to pay the sum of £32,500 to the tenant (WJ) if they exercise the break clause. This letter also provides details of the property availability schedule prepared by Holts Commercial, and the register of expressions of interest for returning into the scheme, and offered for GL to respond to any further questions that WJ may have.</p> <p>No response has been received to this letter.</p>

No.	Objector/Affected Parties	CPO Plot Number(s)	Interest owned by Objector	Chronology of Contact
12	Western Power Distribution (East Midlands) plc	Various electrical plant and lines	Statutory Undertaker	<p>30/06/2022 Objection letter response from GL. This letter of objection identifies that WPD has been, and continues to be in discussions with the acquiring authority with a view to reaching an agreement that safeguards the ability for WPD to carry on its undertaking and statutory duties.</p> <p>As at 20 December 2022, Geldards (for WPD) is liaising with Shoosmiths (for Hill) and Pinsent Masons (for the Council). A fee undertaking has been provided and form of asset protection agreement is being discussed.</p>

GL 20.12.2022

**The Council of the City of Coventry (City Centre South) Compulsory Purchase CPO 2022**

**Authors of Evidence Providing Response to Grounds of Objection**

Black text = Freehold acquisition of land included in the CPO

Blue text = Acquisition of New Rights included in the CPO (New Rights only required from Objector where entire row is shown in blue text)

Green text = Statutory undertaker

No.	Objector/Affected Parties	CPO Plot Number(s)	Interest owned by Objector	Grounds of Objection	Respondent in Evidence	Summary Response
1	A Sushi Ltd	173	Leasehold, 43 Hertford Street	<ol style="list-style-type: none"> <li>1. Financial viability of Scheme not evidenced.</li> <li>2. Diversity of the CPO Lands – Hertford Street provides retail opportunity for lower income generating business serving the ethnic community.</li> <li>3. Poor planning – western side of Hertford Street to be demolished, eastern side to be retained. Request for buildings on western side to be excluded from the CPO.</li> </ol>	<ol style="list-style-type: none"> <li>1. Alex Morton</li> <li>2. Graeme Lawes</li> <li>3. Richard Brown, Robert Maxwell</li> </ol>	<ol style="list-style-type: none"> <li>1. The AA is satisfied that the Scheme is viable and capable of delivery.</li> <li>2. The AA is supporting the objector's search for suitable alternative accommodation.</li> <li>3. The AA is confident that the retained properties on the eastern side of Hertford Street will remain accessible and serviceable throughout the development and complement the new properties on the western side of Hertford street upon completion.</li> </ol>
2	Adult Corporate Entertainment Ltd	79	Leasehold, 7 – 9 City Arcade	<ol style="list-style-type: none"> <li>1. Inadequate Assistance with Relocation.</li> <li>2. Prematurity (CPO should await suitable alternative premises being identified).</li> <li>3. Insufficient attempts to negotiate.</li> </ol>	<ol style="list-style-type: none"> <li>1. Graeme Lawes</li> <li>2. Graeme Lawes</li> <li>3. Graeme Lawes</li> </ol>	<ol style="list-style-type: none"> <li>4. The AA is supporting the objector's search to suitable alternative accommodation and has confirmed the basis on which fees incurred by the objector's professional team will be reimbursed.</li> <li>5. The AA is satisfied that the timing of the making of the CPO is appropriate and in accordance with the Guidance.</li> <li>6. The AA's agent has been in discussion with objector since June 2021. In accordance with the Guidance, these discussions will continue in parallel with the statutory process.</li> </ol>

No.	Objector/Affected Parties	CPO Plot Number(s)	Interest owned by Objector	Grounds of Objection	Respondent in Evidence	Summary Response
3	Boots UK Ltd	227, 228,229,234	Leasehold, 49 The Precinct (in occupation) & 2-8 Market Way (sub-let)	<p>1. CPO should not be confirmed until meaningful negotiations on impact of the Scheme on:</p> <ul style="list-style-type: none"> <li>-continued provision of loading and bin stores.</li> <li>-maintaining continues services and utilities.</li> <li>-limiting scheme related access to loading area and access route to outside of servicing hours.</li> <li>-confirmation of final Scheme requirements and details of boundary treatments.</li> <li>-details of protective provisions and safeguards to prevent environmental impacts during construction.</li> <li>- confirmation of how access in the wider locality is to be maintained for customer/ servicing including continued provision of public car parking.</li> </ul>	1. Graeme Lawes	1. The AA is engaging with the objector's surveyor and has issued a draft Undertaking that provides the additional detail the objector is seeking.
4	Coventry Urban Regeneration Ltd	4	Long leasehold, Site of former Victoria Buildings, Corporation Street	1. Objector is willing and able to sell by agreement, and terms for disposal had been agreed. Compulsory purchase is therefore not necessary.	1. Graeme Lawes	1. The AA is in continued discussions with the objector regarding the terms for the acquisition of the objector's interest by agreement. If agreement is not reached, compensation will be paid in accordance with the statutory provisions.

No.	Objector/Affected Parties	CPO Plot Number(s)	Interest owned by Objector	Grounds of Objection	Respondent in Evidence	Summary Response
5	Glamis Estates Ltd	258, 258A, 259	Freehold, 61-62 Hertford Street	1. Impact to investment value as occupiers on the eastern side of Hertford Street may not survive the development unless a well-considered plan is provided showing how retailing and construction can co-exist.	1. Graeme Lawes	2. The AA is engaging with the objector's surveyor with a view to issuing an Undertaking that provides the additional detail the objector is seeking.
6	New Look Retailers Ltd	228, 229	Leasehold, 91-101 Lower Precinct	<ol style="list-style-type: none"> <li>1. Failure to negotiate. Lack of information provided about the impact of new rights, including safe access, servicing (24 hours), emergency vehicles.</li> <li>2. No certainty that the scheme will proceed (no compelling case in the public interest), due to market conditions and lack of information about the Council's funding partner.</li> <li>3. No details on Stopping Up CPO, which will be an impediment to the scheme proceeding.</li> <li>4. Lack of information means impact on Human Rights is inadequate and flawed.</li> </ol>	<ol style="list-style-type: none"> <li>1. Graeme Lawes</li> <li>2. Andy Fancy</li> <li>3. Russell Vaughan</li> <li>4. Graeme Lawes</li> </ol>	<ol style="list-style-type: none"> <li>1. The AA is engaging with the objector's surveyor with a view to issuing an Undertaking that provides the additional detail the objector is seeking.</li> <li>2. The AA is satisfied that there is a compelling case in the public interest and that the Scheme is both viable and capable of delivery.</li> <li>3. Stopping Up Order has now been made and published.</li> <li>4. In deciding to make the CPO, the AA has had specific regard to the human rights of all those affected and is satisfied that its actions are lawful.</li> </ol>
7	Poundland Ltd	235, 257	Leasehold, 10-12 Market Way & 63 Hertford Street	<ol style="list-style-type: none"> <li>1. Rights sought are substantial and include no measures to ensure that the objector will be able to continue to occupy and trade from the premises during and after the works.</li> <li>2. Undertaking required that sets out <ul style="list-style-type: none"> <li>-the extent, nature and timing of works.</li> <li>-protection of objector's retailing operations and safety of staff.</li> </ul> </li> </ol>	1. Graeme Lawes	<ol style="list-style-type: none"> <li>1. The AA is satisfied that the new rights contained in the CPO are necessary for the construction and operation of the Scheme.</li> <li>2. The AA is engaging with the Objector's surveyor and has issued a draft Undertaking that provides the additional detail the Objector is seeking.</li> </ol>

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				-drawing up specific measures to ensure business can continue to operate		
8	Queenhart Ltd t/a The Golden Shop	78	Leasehold, 9 City Arcade	<ol style="list-style-type: none"> <li>1. Financial viability of Scheme not evidenced.</li> <li>2. Diversity of the CPO Lands – City Arcade provides retail opportunity for lower income generating business serving the ethnic community.</li> </ol>	<ol style="list-style-type: none"> <li>1. Alex Morton</li> <li>2. Graeme Lawes</li> </ol>	<ol style="list-style-type: none"> <li>1. The AA is satisfied that the Scheme is viable and capable of delivery.</li> <li>2. The AA is supporting the objector’s search for suitable alternative accommodation.</li> </ol>
9	Royal London Mutual Insurance Society Ltd	3, 4, 6, 8, 9, 11, 38, 39, 54, 233a, 233b, 233c, 233d, 233e, 233f 228, 229, 230, 231, 232, 233, 233g 233h, 233i, 234	Long Leasehold, Lower Precinct Shopping Centre (including Coventry Market) & Land known as Victoria Buildings	<ol style="list-style-type: none"> <li>1. No compelling case for a CPO to be made.</li> <li>2. No reasonable prospect of the Scheme being delivered.</li> <li>3. Servicing impacts on objector not properly thought out.</li> <li>4. Inclusion of new rights in the CPO is an error.</li> <li>5. Uncertainty over extent and timing of appropriation.</li> <li>6. No evidence of alternative schemes being considered that are less intrusive.</li> <li>7. Lack of clarity on how the objector’s head lease will be varied pursuant to the CPO.</li> </ol>	<ol style="list-style-type: none"> <li>1. Graeme Lawes</li> <li>2. Andy Fancy</li> <li>3. Russell Vaughan</li> <li>4. Andy Fancy</li> <li>5. Graeme Lawes</li> <li>6. Richard Brown and Russell Vaughan</li> <li>7. Graeme Lawes</li> </ol>	<ol style="list-style-type: none"> <li>1. The AA is satisfied that the making of the CPO is in the public interest and in particular that the making of the CPO will make a positive contribution to the well-being of Coventry.</li> <li>2. The AA is satisfied that the Scheme is viable and capable of delivery.</li> <li>3. A draft Service Management Plan was provided to the objector on 8 June 2022 and comments invited.</li> <li>4. Extent of new rights reflects what is reasonably necessary to enable the Scheme to be brought forward.</li> <li>5. Land interests held by AA were appropriated on 22 April 2022 to enable third party rights to be overridden. The extent of Council interests is set out in the Order schedule.</li> <li>6. No alternative scheme(s) submitted by objector, and the AA consider no alternative scheme that will meet policy objective or be consistent with the planning framework. The AA is satisfied</li> </ol>

No.	Objector/Affected Parties	CPO Plot Number(s)	Interest owned by Objector	Grounds of Objection	Respondent in Evidence	Summary Response
						<p>there is a compelling case in the public interest for the CPO to facilitate delivery of the Scheme. The Developer continues to engage with the objector to agree a servicing solution that reduces the impacts on the objector's property interests.</p> <p>7. The AA has been in discussions with the objector regarding the acquisition of that part of the objector's leasehold interest. The AA will continue these discussions in accordance with the Guidance, but there are statutory provisions that relate to the partial acquisition of a leasehold interest which will apply if compulsory purchase is necessary.</p>
10	Unicorn Bars Warwickshire Ltd t/a Catch 22	149, 150, 151, 152, 153	Leasehold, 43 Hertford Street	<ol style="list-style-type: none"> <li>1. Financial viability of Scheme not evidenced.</li> <li>2. Diversity of the CPO Lands – Hertford Street provides retail opportunity for lower income generating business serving the ethnic community.</li> <li>3. Poor planning – western side of Hertford Street to be demolished, eastern side to be retained. Request for buildings on western side to be excluded from the CPO.</li> <li>4. Catch 22 plays an important role in the social life of the ethnic community which the proposed scheme is unlikely to replace.</li> </ol>	<ol style="list-style-type: none"> <li>1. Alex Morton</li> <li>2. Graeme Lawes</li> <li>3. Robert Maxwell, Richard Brown</li> <li>4. Andy Fancy</li> </ol>	<ol style="list-style-type: none"> <li>1. The AA is satisfied that the Scheme is viable and capable of delivery.</li> <li>2. The AA is supporting the objector's search for suitable alternative accommodation. Discussions are ongoing with the objector with a view to achieving a mutually agreeable outcome that will enable the objector to remain in occupation</li> <li>3. The AA is confident that the retained properties on the eastern side of Hertford Street will remain accessible and serviceable throughout the development and complement the new properties on the western side of Hertford street upon completion.</li> <li>4. See point 2, above</li> </ol>
11	Warren James	93	Leasehold, 9 Shelton	<ol style="list-style-type: none"> <li>1. CPO is not in the best interests of the owners, lessees, tenants and occupiers of the City centre.</li> </ol>	<ol style="list-style-type: none"> <li>1. Graeme Lawes</li> <li>2. Andy Fancy</li> </ol>	<ol style="list-style-type: none"> <li>1. The AA is satisfied that the making of the CPO is in the public interest and in particular that the making of the CPO will</li> </ol>

No.	Objector/Affected Parties	CPO Plot Number(s)	Interest owned by Objector	Grounds of Objection	Respondent in Evidence	Summary Response
			Square	2. The Council's ownership and actions have caused the area to become run-down and don't believe the CPO will reverse this decline.		make a positive contribution to the well-being of Coventry. 2. See point 1.
12	Western Power Distribution (East Midlands) plc	Various electrical plant and lines	Statutory Undertaker	<p>1. Acquisition will have adverse impact on objector's ability to carry on its undertaking.</p> <p>2. Requires agreement to be put in place to ensure that replacement apparatus etc. is provided and service maintained at all times.</p>	1. Graeme Lawes	<p>1. The AA is engaging with the objector to complete an agreement that protects the objector's apparatus and continuity of service.</p> <p>2. See point 1.</p>

GL 20.12.2022