

Gateley Hamer
One Eleven
Edmund Street
Birmingham
B3 2HJ

For the attention of: Jonathan Stott

Department of Place

Planning, Transportation and Highways
Service
Highway Services
4th Floor
Britannia House
Broadway
BRADFORD
BD1 1HX

Tel: (01274) 435723
Email: carole.yeadon@bradford.gov.uk

My Ref: PTH/HS/103197/GEN/CEY

Your Ref: 0833-555

17th July 2017

Dear Sirs,

The City of Bradford Metropolitan District Council (A650 Hard Ings Road Improvement Scheme, Keighley) Compulsory Purchase Order 2017

Hard Ings Motor Company, Hard Ings Road, Keighley

We refer to your letter addressed to the Secretary of State, dated 13 June 2017, in connection with the above Compulsory Purchase Order (CPO) (the 'Order').

We note your client's objection to the Order and take on board the concerns raised in your letter. We respond to your numbered paragraphs below.

1. We note that your client is unhappy with the compensation that has been offered and considers the Council's attempts to acquire have not been meaningful, which is required in accordance with the DCLG 2015 General Guidance on Compulsory Purchase and the Critchell Down Rules ('the Guidance').

The Council is surprised and disappointed that your client feels this way. As you are aware, the Council's appointed agent, Kate Okell of Axis Property ('Axis'), has been negotiating land acquisitions on the Council's behalf and dialogue has been ongoing for some time. Kate first wrote to your client in December 2015 and a meeting subsequently took place in February 2016. Following this your client confirmed that he was considering various options relating the future of his business at the property. Axis recommended that he seek independent professional advice to assist with his decision making and to advise him upon compensation matters.



In March 2016, the Council provided options for new access/egress arrangements at your client's site and asked for your client's feedback, although this was not provided until November of the same year. In May 2016 your client asked the Council to look into the availability of other Council owned sites and the Council provided a copy of the Asset Register List for his consideration. A shortlist of sites was identified by your client in June 2016 however upon investigation by the Council, none were considered to be suitable/feasible.

In August 2016, Kate Okell sought to try and move matters forward and asked whether your client had reached any decisions in relation to his future intentions at his property. She reiterated the recommendation that your client obtains independent advice with assurance that reasonable fees would be recoverable from the Council. Nevertheless this did not appear to prompt any further progress from your client. In an effort to make headway, a formal offer was made in written correspondence in October 2016 (the 'Offer Letter'). It is acknowledged that the sum offered 'falls short' of your client's expectations however the Offer Letter clearly stated that various Heads of Claim such as Disturbance and Injurious Affection, were "to be agreed". It was further confirmed in an email dated 19th October 2016 to your client that the offer was not intended to be in 'full and final settlement' and could be reviewed.

Following receipt of the Offer Letter, your client appointed an agent, yourself, and since then there has been an exchange of correspondence relating to compensation matters together with feedback on the access/egress options that are referred to above. As a result of this dialogue and taking on board the feedback from your client, the Council amended its proposals so that a 'right hand turn' into the site could be retained and the land-take was reduced.

In December 2016, Axis was informed that 'a proposal' for the Council's consideration would soon be forthcoming and in late January 2017 this was provided. Axis raised queries in early February 2017 which were responded to in April 2017. A further query was raised on 26th April 2017 and to date this has not been fully responded to.

The above chronology of events is not intended to be a criticism of you or your client; it is merely written to demonstrate that dialogue has been ongoing for significant time, without substantial progress. It is acknowledged and appreciated that your client is prepared to dispose of his interest by agreement, however in light of the timeframe already passed, the Council must have certainty that the land can be acquired within sufficient time to ensure that the programme for the construction of the Scheme is met. Accordingly it has been necessary to include your client's land in the CPO. Notwithstanding this, it is very much hoped that compensation discussions will continue and an agreement can be reached as soon as possible.

For the reasons outlined above the Council is of the opinion that considerable attempts have been made to liaise and negotiate with your client and copies of correspondence can be provided at the Inquiry as evidence if required. The Council therefore believes that it has therefore met the requirements of The Guidance.

2. It is noted that your client does not consider there to be a compelling case for the Council to include the whole of Plot 9 in the CPO because some land is only required temporarily, for working space and essential accommodation works. As set out in the Offer Letter dated

17th October 2016, and explained in an email from Axis to you dated 19th December 2016, the Council does not seek to acquire title to all of the land included in Plot 9. The Council is seeking to negotiate a licence over the land which they require temporarily. Nevertheless all of Plot 9 is included in the Order because it is not possible to provide for the acquisition of temporary rights under a Highways Act CPO. This is explained more fully below.

Section 250 of the Highways Act 1980 Act is the power to acquire rights and includes a power to acquire them by creating them. But the rights to be acquired have to be permanent ones, not temporary ones. That is confirmed by the note in paragraph 72 of DoT Local Authority Circular 2/97 which states that the powers in sections 250 to 252 of the 1980 Act do not provide for rights for limited periods to be created. Adopting the course of showing land as land where a right is being acquired would mean that the CPO has misstated the powers it relies upon.

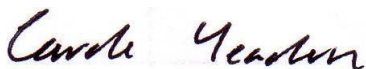
In light of the above, the permanent acquisition of Plot 9 is included in the CPO as a precaution in case the negotiation of temporary rights 'by agreement' is not possible. Nevertheless we can confirm that it is the Council's intention to acquire land in accordance with the enclosed plan which depicts:-

- Acquisition of Title – Approx. 308 sq m (coloured pink) – Required to widen Hard Ings Road.
- Negotiation of Licence – Approx. 293 sq m (hatched blue) – Required to modify and relocate an existing private means of access, regrade the forecourt, and for essential working space to construct the works.

We hope the above answers your client's concerns and we would be happy to meet if this would be helpful. We look forward to progressing discussions concerning compensation and hope that your client will feel able to remove their objection to the CPO in the near future.

Finally, please note that this response is without prejudice to current and future negotiations with the Council and its representatives.

Yours faithfully



Carole Yeadon
Senior Engineer