

GROVE ROAD REGENERATION

LAND ACQUISITION STRATEGY

2ND JULY 2019

1. INTRODUCTION

- 1.1. The Ebbsfleet Development Corporation (“EDC”), is looking to deliver the regeneration of the Grove Road area in Northfleet, Gravesend (the “Scheme”). The regeneration proposals follow the areas identification within the EDC’s boundary as a key development site. The area is also identified within Gravesham Council’s Local Plan as an area suitable for new housing. The Scheme is a residential-led, development situated around Grove Road, College Road, The Creek and bordered by the River Thames to the north (the “Site”).
- 1.2. The purpose of this strategy document is to set out our proposals for the management of the land acquisitions and associated relocations required for delivery of the Scheme.
- 1.3. The Site is in multiple ownership with land interests and rights needing to be acquired from third parties. EDC has been seeking to assemble ownership of the Site since the summer of 2018. however, to enable the Scheme to proceed within a reasonable timescale, EDC is considering making a compulsory purchase order (“CPO”). It will be necessary for the CPO to be confirmed by the Secretary of State before it can be used to acquire land compulsorily.
- 1.4. EDC are continuing, and will continue, to use reasonable efforts to reach agreement with the remaining parties to acquire the outstanding land interests, or third party rights in land, required to enable delivery of the Scheme. EDC’s preference is to reach an agreement with each landowner (which for the purpose of this strategy document, includes those with an interest in the Site, owners of relevant third party rights, and owners of land over which rights are needed), rather than relying on CPO powers. CBRE Limited (“CBRE”) have been appointed as agent to undertake negotiations on behalf of EDC.
- 1.5. Negotiations are being carried out, and are intended to continue to be carried out, in such a way that complies with the guidance to acquiring authorities set out in *“Guidance on Compulsory purchase process and the Crichel Down Rules”* (published in 2018).
- 1.6 EDC are seeking to engage with affected landowners to try to acquire their interests and/or relevant rights and also to understand their needs further and to attempt to find solutions for relocations, business continuity, and similar matters. A more detailed business relocation strategy will be published alongside this document.

2. PROPOSED ACTION

Communications

- 2.1. EDC will continue to use reasonable efforts to contact every party whose property, or rights in property are required, to provide those parties with details of the Scheme and of the proposed CPO. This will include information on the Scheme’s status; timetable; and anticipated impact on their

property and/or rights. All parties will be invited to discuss their concerns and to enter into negotiations with EDC.

- 2.2. EDC will maintain a continuing dialogue, where practicable, with all parties holding an interest in properties at the Site potentially subject to a CPO, and with those from whom rights need to be acquired to enable the Scheme to proceed, as well as with those parties with existing rights which the Scheme is likely to affect.
- 2.3. EDC will ensure, where practicable, that affected parties are regularly updated as to progress, any proposed alterations to the Scheme and the likely impact of the Scheme on their properties as the Scheme evolves. Those who have not yet taken up EDC's invitation to enter into discussions and negotiations with EDC will be regularly reminded of that continuing invitation.
- 2.4. Such communications will continue to be through a range of media, including (as examples): one-to-one meetings; and/or emails; and/or telephone conversations. Correspondence and records of communications will continue to be gathered and stored so that there is an up-to-date record of all communications with parties, as far as practicable.

Negotiations

- 2.5. EDC will continue to use reasonable efforts to acquire all interests by agreement, or to reach an agreement which establishes the basis on which a future transaction will be undertaken. There will be flexibility in respect of the structure of such agreements. The basic principle behind any agreement should be for the landowner to be paid an amount reflecting the statutory compulsory purchase compensation it would have received if the property in question had been compulsorily acquired (adjusted, if applicable, to allow for early receipt), or to receive equivalent value.
- 2.6. EDC will continue to use reasonable efforts to make direct contact with all affected parties having a land interest at the Site, or whose existing rights at the Site are likely to be affected by the Scheme, in order to seek to reach an agreement to acquire their interest. Where this is taken up, EDC will continue to progress negotiations diligently and in all circumstances will maintain comprehensive written records to evidence the position offered and/or discussed and/or agreed with each party.
- 2.7. The particular circumstances of each case will influence the approach taken by EDC. We will use a range of proposed contractual mechanisms, where practicable, to reach agreement to acquire all land interests needed to deliver the Scheme.
- 2.8. Occupiers will also be encouraged to relocate to other properties in the local area, or in other suitable locations. The proposals include the following mechanisms:

Freeholds/Long Leaseholds

- 2.9. EDC are seeking, and will continue to seek, to acquire ownership of all freehold and leasehold property interests required to enable the Scheme to be delivered. EDC recognises that, if we do not acquire or have in place agreements to acquire landlords' interests in properties, this can make it more difficult to reach agreement with occupational tenants.
- 2.10. To the extent that ownership of landlords' interests in the Site are not acquired at an early stage, EDC will seek (along with other potential agreements) to agree **options** and **conditional contracts** for the

acquisition of those interests (as well as of the relevant tenants' interests, where practicable). This is considered in more detail below.

- 2.11. If a landlord's interest in a relevant part of the Site is acquired or controlled by an option in favour of EDC, as per 2.10 above, it is anticipated that agreement can more easily be reached with tenants to enable them to vacate at an appropriate time, take up opportunities to relocate, or pursue other options; depending (in each case) on the individual circumstances.

Occupiers

- 2.13. EDC are seeking, and will continue to seek to be, actively engaged in negotiations with occupiers. Depending on the specific circumstances of the individual occupier in question, a range of potential agreements can be explored, to include (for example):

- Agreeing a purchase price to enable the occupier in question to vacate at a pre-agreed time.
- Agreeing an acquisition so that the occupier is able to relocate. This would either be on the basis that a price is agreed at the time the agreement is signed, or that a mechanism is agreed for reaching that price.
- Agreeing to allow a lease to be surrendered (either when the agreement is signed, or at a defined point in the future).
- Agreeing a package to allow the business to cease trading during the construction period and to relocate back into the completed development.
- Agreeing a package which allows for temporary relocation and to relocate back into the completed development.
- Agreeing an arrangement for an extended notice period before the occupier's relevant unit is acquired.
- Agreeing to acquire, conditionally on occurrence/satisfaction of conditions precedent or compliance with other obligations (which are matters to be agreed).
- Agreeing to acquire the occupier's interest, upon acquisition by EDC, of the landlord's interest in the part of the Site in question (if separate).

- 2.18. In line with the strategy for communications outlined in 2.1-2.4 (inclusive) above, at appropriate regular intervals occupiers will be updated on progress in respect of the above. All contact will be recorded and the progress in each case will continue to be monitored through regular meetings.

RIGHTS

- 3.1. A number of properties within or near to the Site will not be acquired but will have existing rights interfered with by the Scheme or rights acquired over their land. The EDC will continue to use reasonable efforts to conclude terms by agreement, to enable the above rights to be interfered with, or otherwise acquired, for the benefit of the Scheme.

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