

Report Title:	Nicholsons Quarter Appropriation
Contains Confidential or Exempt Information	No - Part 1
Cabinet Member:	Councillor Johnson, Cabinet Member for Business, Economic Development & Property.
Meeting and Date:	Cabinet – 24 th June 2021
Responsible Officer(s):	Duncan Sharkey- Chief Executive
Wards affected:	St Mary's

REPORT SUMMARY

In July 2019 Full Council approved the sale of the Council's freehold interest in part of the Nicholson's Shopping Centre and Central House and to enter into an agreement to relocate the Nicholson's Car Park as part of a new masterplan for the regeneration of the town centre. A resolution to grant planning permission for the development was approved by the Local Planning Authority in February 2021.

To deliver the redevelopment of the Nicholsons Shopping Centre it is necessary for the Council to assist the developer, Denhead S.A.R.L. to interfere with a number of existing third party rights across the site including rights of servicing, rights of access, rights to light, etc. The Council also requires these rights for the construction of the new Broadway Car Park.

Affected property owners are being engaged with but the number of existing rights means that it is unlikely that agreement will be reached with all parties. The use of appropriation will increase certainty and deliverability of the scheme whilst affected parties will still be entitled to compensation based on the reduction in value of their property.

The Council has the ability to lawfully interfere with rights under s.203 Housing and Planning Act 2016 ('HPA 2016'). The justification for utilising s.203 HPA 2016 is the same as that of utilising a CPO which the Council has resolved to do in respect of the Nicholson Quarter Development.

To invoke s.203 HPA 2016 the Council must hold the land for a planning purpose. The Council, which owns the freehold interest in the shopping centre does not presently hold the land for this purpose and so it needs to formally change this (a process known as 'appropriation'). It is this which the Council is being asked to approve.

Following the appropriation of the land, the Council will enter into a series of land transfers with Denhead as per the land transfer agreements.

*The report is a technical report and seeks approval for the appropriation of council-owned land edged red on the plan at Appendix A (**the Land**) required for redevelopment as part of the comprehensive mixed-use redevelopment of the Nicholson's Shopping Centre, Nicholson's Multi-Storey Car Park and surrounding land (the Scheme).*

1. DETAILS OF RECOMMENDATION(S)

RECOMMENDATION: That Cabinet notes the report and:

- i) Approves the appropriation of all Council freehold land that will form part of the Nicholsons Quarter Regeneration Scheme.**
- ii) Authorises officers to exercise the Council's powers under Section 122 of the Local Government Act 1972 (LGA 1972) to appropriate the Land for planning purposes to facilitate the carrying out of the Scheme in accordance with section 226 of the Town and Country Planning Act 1990 once planning permission has been granted for the Development and the Land is required to deliver the Scheme and so is no longer required for the current purposes.**
- iii) Approve the acquisition of Denhead S.A.R.L.'s existing freehold interest in the Nicholsons Shopping Centre for nil consideration and simultaneously grant a new 999-year lease back to Denhead S.A.R.L.at a peppercorn rent with the right for Denhead S.A.R.L. to acquire the freehold for nil consideration at a future date.**
- iv) Delegates authority to the Chief Executive in consultation with the Cabinet Member for Business, Economic Development & Property to negotiate the legal contracts required to complete the transactions.**

2. REASON(S) FOR RECOMMENDATION(S) AND OPTIONS CONSIDERED

Options

Table 1: Options arising from this report

Option	Comments
Option 1 – Appropriate the Land This is the recommended option	This will allow the scheme to proceed without the risk of injunction
Option 2 Do nothing This is not the recommended option	This could delay starts on site or prevent the scheme from coming forward.

- 2.1 In order to deliver the redevelopment of the Nicholsons Shopping Centre, there is a land assembly exercise to be completed, including:
- securing vacant possession of accommodation within the shopping centre which is presently let without the required lease expiry / break dates to allow vacant possession to be secured and development to come forward as per programme.
 - varying rights over the multi-storey car park, service yard and access routes through the shopping centre for those buildings which are to be retained within the new development, notably Nicholson House and Brock House, and those units on the High Street which have servicing and access rights (referred to as the ‘frontage’ properties);
 - securing new rights over adjoining properties for construction purposes and future maintenance e.g. crane-oversailing rights, access rights
 - addressing existing rights of light which neighbouring properties have over the shopping centre and which will be interfered with as a consequence of the redevelopment.
- 2.2 Denhead S.A.R.L. are currently engaging with the relevant parties with whom agreement needs to be reached, however, given the number of property owners and occupiers affected by the proposals this is a sizeable task. The Council is supportive of the redevelopment of the existing shopping centre and has expressed its willingness to support the scheme through the use of its statutory powers, notably its compulsory purchase powers (Council Cabinet resolution dated 25th March 2021) but also its ability to lawfully interfere with existing rights under s.203 Housing and Planning Act (‘HPA’) 2016.
- 2.3 Whilst a Compulsory Purchase Order (CPO) can technically be used to acquire existing rights over land, we are not aware of it having ever been used for this purpose as (i) where a parcel of land is compulsorily purchased rights which exist over the land are suppressed, and (ii) a Council can exercise its ability under s.203 Housing and Planning Act 2016 (‘HPA 2016’) to interfere with existing rights.

- 2.4 Not all of the land required for the redevelopment of the shopping centre will be acquired under the CPO: the freehold is owned by Denhead S.A.R.L. and the Council and vacant possession of most of the retail units can be secured without the need to use the CPO. Accordingly, to allow for the lawful interference with existing rights over land it will be necessary to rely on s.203 HPA 2016. This is generally referred to as using the Council's 'appropriation' powers.
- 2.5 Appropriation is the general term used when a Council exercises its ability, as provided by s.203 HPA 2016, to interfere with an easement or other right that exists over land that the Council either owns or is purchasing (either by agreement or by compulsory purchase). The term appropriation technically refers to the process of the Council changing the purpose for which it currently holds land already in its ownership, but it is commonplace for the term to be used generically when referring to s.203 HPA 2016 despite the appropriation or purchase of land being authorised under different legislation.
- 2.6 S.203 HPA 2016 allows the Council, or any person deriving title under them, to construct a building on land or use land for development notwithstanding that it will interfere with the rights of other land owners or breach a restriction as to the use of land, providing the land has been acquired by a specified authority or appropriated by a local authority. This will prevent the beneficiary ('the Dominant Owner') of an easement (such as a right of light) seeking an injunction against either the development or use of the land, providing such development or use is in accordance with a planning permission. The legislation does not extinguish the right or easement affected by the scheme, instead suppressing the right for the duration that the interference is caused by the original purpose of the appropriation or purchase.
- 2.7 The interests and rights to which S.203 HPA 2016 applies are any easement, liberty, privilege, right or advantage annexed to land and adversely affecting other land, including any natural right of support. S.203 does not allow interference with a right vested in or belonging to a statutory undertaker for the purpose of their undertaking or the rights of the operator of an electronic communications code network i.e. a mobile network operator. A different process will need to be followed if the rights of these entities are to be interfered with.
- 2.8 The appropriation process is much quicker than the CPO process. A Council can appropriate land and obtain the protection of s.203 HPA 2016 through its own decision making process. Whilst it needs to justify the appropriation of land and its reliance on s.203 HPA 2016 by reference to the same principles that relate to the use of its compulsory purchase powers, it does not need to obtain Secretary of State approval in order to be able to lawfully interfere with existing rights.
- 2.9 Like a CPO the use of appropriation is commonly utilised to support the delivery of regeneration schemes such as the Nicholson Quarter Development. As the developer needs to derive title from the Council in order to have the protection of s.203 HPA 2016, the exercise usually involves a developer transferring their freehold interest in land to the Council (who acquire the land for a planning purpose, thus invoking the protection of s.203),

with the developer immediately taking a long lease in the property transferred (usually at a peppercorn rent).

- 2.10 Whilst somewhat convoluted, this series of transactions provides the developer with the protection of s.203 HPA 2016 meaning that the development can be brought forward notwithstanding the interference with rights (such as the right of light, rights to use car parking areas or the service deck, rights of support, etc.). As the interference is permitted by legislation, there is no ability for the dominant owner to injunct, instead they have a right to compensation for the reduction in the value of their premises caused by the interference (this being the measure of compensation set out in the legislation) with this assessment also reflecting any substitute rights provided (such as replacement car parking spaces). Like compulsory purchase, the interference is permitted to occur irrespective of whether compensation has been agreed in advance of the works / the interference with the right.
- 2.11 The Council is authorised by Section 122(1) LGA 1972 to appropriate land within its ownership for any purpose for which it is statutorily authorised to acquire land by agreement. Appropriation means changing the basis on which it is already held from one purpose (for which it is no longer needed at the point of appropriation) to another purpose.
- 2.12 Appropriation or acquisition of land for planning purposes under Section 226 (or Section 227) of the Town and Country Planning Act 1990 (TCPA 1990) will engage Sections 203 to 205 of the Housing and Planning Act 2016 (2016 Act) where other qualifying criteria are satisfied¹. This authorises the interference with relevant rights and converts the right to an injunction to block developers to a right to compensation assessed on a statutory basis, which reflects the reduction in property value, for any infringement.
- 2.13 The Council has already resolved to:
- Grant permission (ref: 20/01251/OUT) for comprehensive mixed-use redevelopment, known as the Nicholson Quarter Development, which includes the Land (the Development); and
 - Make a Compulsory Purchase Order in relation to this part of the Town Centre on 25 March 2021 for the purpose of facilitating the Scheme (CPO).
- 2.14 Appropriating the land for planning purposes will facilitate the development and improvement of the land as part of the Development in line with the overall Scheme objectives.
- 2.15 The alternative to appropriating the land for planning purposes would be to seek to extinguish all rights by private agreement prior to commencement of the development works. This would put the Council at risk from both delay, as injunctive relief could potentially be sought by relevant interest holders, and a greater exposure to compensation as affected parties seek to leverage their ability to injunct. This would result in significant uncertainty as to whether land

¹ In relation to land already owned by the Council, that (a) it has been appropriated to a planning purpose (b) there is planning consent for the works/ use (c) the Council has a power of compulsory purchase applicable to the works/ use (d) the works/ use are for the relevant planning purpose.

assembly could be complete in a timely fashion, causing at best a delay in progressing the scheme and at worse resulting in the scheme not proceeding due to the risk of additional, unreasonable costs and delays.

3. KEY IMPLICATIONS

- 3.1 The Land is made up of Nicholson's Shopping Centre, Central House, Siena Court, existing Broadway Car Park and miscellaneous other interests. The Council holds the freehold interest in the Land. It is currently held for investment purposes.
- 3.2 The Council resolved to appropriate the existing Broadway Car Park (shown on the Plan in Appendix A) for planning purposes (town centre regeneration) in November 2018.
- 3.3 Full Council approved the sale of the Council's freehold interest in part of the Land along with an agreement to relocate the Nicholson's Car Park as part of a new masterplan for the regeneration of the town centre in July 2019.
- 3.4 The Council entered into a land sale agreement (on 12 February 2020, varied on 31 March 2021) with the promoter of the Development (Denhead S.A.R.L., the Developer) which provides for the exchange of land between the Council and Denhead S.A.R.L. to facilitate the Development (Land Sale Agreement). Denhead S.A.R.L. already owns the leasehold of the shopping centre within the Land and the freehold of a substantial part of the wider site required for the Development (shown blue in Appendix A).
- 3.5 The Land Sale Agreement grants Denhead S.A.R.L. an option to buy the majority of the Council's land holding within the development site, subject to a requirement to transfer parts of its own freehold land to the Council (required for the Council's redevelopment of the replacement car park on land including the existing Siena Court site). This new car park also forms part of the Development. The Council has agreed with Denhead S.A.R.L. to deliver the Car Park under a Development Agreement dated 31st March 2021. The parts of the Land which are not being transferred to Denhead S.A.R.L. are those that will form the new car park.
- 3.6 A Sale and Leaseback Agreement will take effect when conditions in the Land Sale Agreement are satisfied. Under the Sale and Leaseback Agreement, Denhead S.A.R.L. will transfer its entire landholding (including areas acquired through the option) to the Council under Section 227 TCPA 1990 and the Council will grant Denhead S.A.R.L. a 999-year lease of the whole of the Development land (excluding the new car park site). This transfer will have the effect of triggering the provisions of S203 - S205 of the 2016 Act.
- 3.7 The whole of the Land is therefore needed for the planning purpose noted above
- 3.8 Section 236 Town and Country Planning Act 1990 will extinguish specified private rights of way across the Order Land (not already owned by the Council). Section 203 of the 2016 Act will authorise interference with various rights and restrictions to allow the development to proceed (and establish a

statutory basis of compensation) in respect of these plots and any land owned by the Council that is:

- Acquired by agreement under section 227 TCPA 1990 for planning purposes;
- Acquired by CPO under s.226 TCPA 1990 for planning purposes; or
- Appropriated from its current purpose to 'planning purposes'.

The majority of the Land is held for investment purposes and so needs to be appropriated from its current purpose to the planning purpose noted above prior to the Land Sale Agreement becoming unconditional and the Developer commencing construction works.

3.9 The Land is affected by the following third party rights benefitting neighbouring land:

- rights of access and services
- potentially injunctable rights to light
- restrictive covenants
- rights for bin and cycle storage;
- rights to use parking spaces;
- rights of support.

3.10 A Schedule of interests and rights is set out in Appendix B.

3.11 A right of light, or right of way is an interest in land (an easement) which entitles a neighbouring landowner ("Dominant Owner") to enjoy such rights across the affected adjoining site. Any such development which interferes with that right, may well constitute a breach of that easement which may entitle the Dominant Owner to claim an injunction preventing development or damages for the effect on value of the right lost because of the interference.

3.12 A Rights of Light assessment has been undertaken to identify which Dominant Owners might be impacted by the construction of the proposed development, some of whom might suffer sufficient injury to succeed in obtaining an injunction.

3.13 The potentially affected owners were notified of the intended CPO and appropriation by notices issued under Section 16 of the Local Government (Miscellaneous Provisions) Act 1976 on 21st May 2021. Their responses are summarised in Appendix B.

3.14 Appropriation of the Land to planning purposes is required before the Agreement will go unconditional to allow the active start on site which will facilitate the Scheme.

3.15 If appropriation is not achieved, this could delay a start on site and realisation of the Scheme benefits noted in the report to Cabinet of 25 March 2021 and accompanying draft Statement of Reasons.

4. FINANCIAL DETAILS / VALUE FOR MONEY

- 4.1 All costs associated with the appropriation process (including compensation costs and the Council's reasonable internal costs) will be borne by the Developer (Denhead S.A.R.L.) under the proposed Compulsory Purchase Order Indemnity Agreement that was approved at March 2021 Cabinet.
- 4.2 It is only the act of interference with rights through the development process, following a start on site, that triggers liabilities. Denhead S.A.R.L. will be undertaking the development activity, only once the Land Sale Agreement between the Council and Denehad S.A.R.L. has become unconditional and it is the owner of the Land within the wider Development site.
- 4.3 The Compulsory Purchase Order Indemnity Agreement will contain indemnities covering the Council's risk in relation to any claim in respect of interference in connection with the Development.

5. LEGAL IMPLICATIONS

- 5.1 The purpose for which the Council is appropriating the Land must be authorised by statute. It is proposed that the land is held for planning purposes. This is a purpose which is authorised by statute. Section 246 TCPA 1990 defines such purposes as, inter alia, those for which land can be acquired under ss 226 or 227 of that Act. Section 227 provides that a council may acquire land by agreement for any purposes for which it is authorised to acquire land compulsorily by s.226 TCPA 1990.
- 5.2 The purposes for which a council can acquire land pursuant to s226 TCPA 1990 include purposes "which it is necessary to achieve in the interests of the proper planning of an area in which the land is situated". S226 also authorises the acquisition of land "... if the authority think that the acquisition will facilitate the carrying out of development, redevelopment or improvement on or in relation to the land". In the case of either s226 or s227 the acquiring authority must be satisfied that whatever development proposals it has for the land in question these are 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."
- 5.3 Where land has been appropriated for planning purposes, the consequence (under Section 203 HPA 2016) is that the erection, construction or carrying out of any building or other works on such land is authorised, notwithstanding that it may involve interference with third party rights where: (a) there is planning consent for the building or maintenance work, (b) the land has been acquired by the Council or appropriated by it to planning purposes, (c) the land could be acquired compulsorily for the purposes of the building or maintenance work, and

(d) the building or maintenance work is for purposes related to the purposes for which the land was vested, acquired or appropriated as under (b).

- 5.4 The land must be no longer required for the purpose for which it is currently held when appropriation takes place. Officers would be authorised to appropriate the Land to the planning purpose once the following have occurred:
- Planning permission has been granted for the Development; and
 - The unconditional date for the Land Sale Agreement has been satisfied (other than in respect of the appropriation) so as to require the Sale and Purchase Agreement to come into effect such that the Land is no longer needed for its current purpose.
- 5.5 It is expected that all of the conditions under the Land Sale Agreement will be met by 30th April 2022 and the drawdown will take place in late 2022.
- 5.6 As noted above, Section 203 will be engaged by the appropriation. The benefit of Section 203 will apply to the Developer. Section 203 does not remove the legitimate rights of those persons taking the benefit of the easements or other rights to compensation arising from the interference with such rights. It does remove the potential for such persons to frustrate the development by obtaining an injunction to prevent interference with their rights. It also converts the basis of their compensation to the statutory basis under Section 205 (reduction in value of the property rather than any wider ransom value).
- 5.7 The Developer is principally liable for the compensation flowing from interferences with affected rights, although the Council retains ultimate liability. As above, [the Land Sale Agreement and the proposed Compulsory Purchase Indemnity Agreement between the Council and Denhead S.A.R.L. both protect the Council's financial position in this regard.
- 5.8 Given the effects of Section 203 it is appropriate in making a decision as to whether to support the recommendation to give consideration to all relevant matters which have been taken into account by the Council. These are each dealt with in detail and in turn below.

(1) Whether the appropriation will facilitate the carrying out of the redevelopment of the land;

By engaging Section 203, there is certainty that an injunction for the affected rights cannot defeat the proposed development. If an action is brought against the Developer, the remedy will be compensation. Appropriation is a key element of the Site Assembly Condition of the Agreement, as it will ensure that the development can be brought forward and not be constrained by existing rights, restrictions, covenants, easements or obligations.

(2) Whether the appropriation will contribute to the promotion or improvement of the economic, social or environmental well-being of the area;

The Development will achieve the comprehensive redevelopment of key regeneration opportunity in the Town Centre, delivering a mixed-use

development and associated improvements which overall will make a major positive contribution to the economic, social and environmental well-being of the area. The detailed reasons for making the CPO are set out in the draft Statement of Reasons provided as Appendix B to the March 2021 Cabinet report relating to the CPO.

(3) Whether it is in the public interest that the redevelopment of the Land as proposed by the Development should be carried out;

The Council is of the view that facilitating the delivery of the Development to achieve the Scheme objectives is in the public interest. In resolving to grant planning permission for the Development, the Council has confirmed that the Development would be in the interests of the proper planning of the area. In resolving to make the CPO, the Council has confirmed that it considers that there is a compelling case in the public interest for the acquisition of third party interests in the Order Land required for the Scheme, outweighing the interference that will be caused to the rights of those affected.

It is considered that the benefits of the overall comprehensive development of the wider site could not be achieved without interfering with all of the rights affected by the appropriation of the Land.

(4) Whether the use of section 203 is proportionate with any interference with the human rights of those persons affected.

Human Rights issues arise in respect of the proposed appropriation. The Government guidance “Compulsory purchase process and the Criche Down Rules” advises that compulsory acquisition (and therefore, by analogy, appropriation for planning purposes under s.122(1) LGA 1972, which have the effect, by virtue of Section 203, of infringing Convention Rights) should consider:

“...When making and confirming an order, acquiring authorities and authorising authorities should be sure that the purposes for which the compulsory purchase order is made justify interfering with the human rights of those with an interest in the land affected. The officers’ report seeking authorisation for the compulsory purchase order should address human rights issues...”

Furthermore, under the Human Rights Act 1998 the Council is required to act in accordance with the European Convention on Human Rights (“ECHR”) in deciding whether to implement the arrangements. Article 1 of the First Protocol of the ECHR provides that every natural or legal person be entitled to peaceful enjoyment of his or her possessions. These remain applicable.

Engagement of Section 203, to allow interference with private rights, involves interference with a person’s rights under this Article. However, the right to peaceful enjoyment of possessions under Article 1 is a qualified rather than absolute right, as the wording permits the deprivation of an individual’s possessions where it is in the public interest and is subject to the conditions provided for by law, and (in relation to the right to respect for private and family life and a person’s home) Article 8(2) allows for

interference which is “in accordance with the law and is necessary in a democratic society in the interests of national security, public safety or the economic well-being of the country, for the protection of health and morals, or for the protection of the rights and freedoms of others.”

There must therefore be a balancing exercise between the public interest and the individual’s rights whereby any interference in the individual’s rights must be necessary and proportionate. “Proportionate” in a context means that the interference must be no more than is necessary to achieve the identified legitimate aim. A “fair balance” must be struck between the rights of the individual and the rights of the public. It is for the Council to consider the issues raised in this report and to strike that “fair balance” in coming to its decision.

In the present case it is considered that the public interest in facilitating the Development outweighs the rights of the individuals to peaceful enjoyment of their possessions, and that the proposed engagement of Section 203 amounts to a proportionate interference in all the circumstances. In this regard, the availability of compensation to those who are deprived of their Third Party Rights is of relevance to the issue of proportionality.

In respect of the interference with the Right of Light of nearby properties, in the majority of instances the planning application materials confirm that the level of interference will be negligible and not noticeable by occupants/ will not be significantly adverse/ would be acceptable in planning terms.

(5) The acquisition and appropriation of the land required for the Development must be acquired or appropriated for ‘planning purposes’;

The Land is being appropriated to allow its comprehensive redevelopment as provided for by the Development. The redevelopment of the wider site will deliver the planning objectives noted in the Statement of Reasons for the CPO. The appropriation of the Land is necessary in order to facilitate that.

(6) The Third Party Rights affected by the Development and the likely extent of interference with those rights caused;

The rights known to be affected are noted above and in the Appendices. In relation to rights interfered with:

- those properties which have rights to service their accommodation from the shopping centre’s service deck will be provided with rights of access to use the new service facility to be positioned in Nicholson Lane.
- the properties which have a right to use a car parking space will be offered a replacement space within the new development, with temporary car parking within a town centre car park offered during the construction works. Similarly, those properties with bin and cycle storage facilities within the service deck will also be provided with a replacement provision within the Development.

- A number of properties have rights relating to utility services across the development site. Diversions and any associated disconnections and re-connections will be managed by the utility company and it is expected any disruption will be minimal. The properties will continue to receive all existing utility services, it is only the route of conduits, pipes, etc. that will be changed as a consequence of the Development;
- A number of high street properties have access gantries to their upper floor accommodation, generally used for fire escapes. These access routes will be re-provided for in the form of new staircases.
- Those properties with general rights of access through the shopping centre will be provided access via the new routes created by the Development.
- The right of support to neighbouring buildings will continue to be maintained.

In relation to rights to light, an interference with a legal right of light does not mean that a property will not receive any light, rather than at a certain time of day the presence of the new buildings will block some of the direct light that reaches a property. In the majority of cases this is barely noticeable and the planning process has considered that the Development is acceptable not only in the context of what is being built on the site but also its relationship and impact on neighbouring properties.

It is considered that, where there is a clear risk of injunction, no development will proceed until that risk has been eliminated. Given the number of theoretically affected properties, it is not feasible to enter into private treaty negotiations with all affected owners and the Section 203 power therefore provides a proportionate approach to facilitating the development.

(7) Whether interference with the identified Third Party Rights is necessary and reasonable in order to allow the Development to be carried out;

Any development of this size and scale realising the intended benefits would have resulted in Third Party Rights being affected and thus the interference was impossible to avoid.

6. RISK MANAGEMENT

- 6.1 There is limited risk for the Council as all associated costs will be indemnified by Denhead S.A.R.L..
- 6.2 Councils are often called upon to exercise their powers to appropriate land to enable regeneration in their area of operation. The RBWM Property Company on behalf of the Council will ensure that appropriate external specialists have been appointed and that the appropriation process is undertaken according to the related legislation.

- 6.3 The appropriation process will help to mitigate the risks to the Scheme identified above.
- 6.4 It is prudent and best practice for local authorities when identifying land for redevelopment to appropriate that land as part of the development/disposal process.

6.5 **Table 2: Risks**

Risk	Level of uncontrolled risk	Controls	Level of controlled risk
Injunction	High	Appropriation of the land.	Low
Excessive compensation claims	High	Appropriation of the land.	Low

7. POTENTIAL IMPACTS

- 7.1 Equalities. An Equality Impact Assessments screening form has been completed and is available on the Council’s website.
- 7.2 The Equality Act 2010 requires the Council in the exercise of its functions to have due regard to the need to: a) eliminate discrimination; b) advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it; and c) foster good relations between persons who share a relevant protected characteristic and persons who do not share it.
- 7.3 Relevant protected characteristics for the purposes of the Equality Act are: Age; Civil partnership; Disability; Gender reassignment; Pregnancy and maternity; Race; Religion or belief; Sex and sexual orientation.
- 7.4 In considering the above recommendations the Cabinet must have due regard to the possible effects on any groups sharing a protected characteristic in order to discharge its Public Sector Equality Duty. This is an ongoing obligation.
- 7.5 There is no evidence to suggest that the appropriation of the identified land will have a disproportionate adverse impact on those with protected characteristics. The Development should also be beneficial across the range of protected characteristics.
- 7.6 Climate change/sustainability. The proposed development will meet the requirements set out in the draft Borough Local Plan and latest building regulations with regards to sustainability, flood protection and energy use.
- 7.7 Projects will take into consideration all vehicular, pedestrian and cycle access, making sure that appropriate infrastructure is put in place as part of the wider regeneration.

- 7.8 Data Protection/GDPR - All personal data, that is captured under GDPR will be processed and stored by Denhead S.A.R.L. and their specialist consultants. The council will not hold any unnecessary information, other than that associated with the outstanding land ownership, as part of the appropriation process.
- 7.9 Staff resources will be allocated to deal with this project from the Council's property company.

8. CONSULTATION

- 8.1 Extensive public consultation has been held by the developer Denhead S.A.R.L. prior to submitting the planning application.
- 8.2 The developer Denhead S.A.R.L. has engaged and consulted with leaseholders and property owners on their proposals and entered into negotiations to acquire the necessary interests to proceed with the development.
- 8.3 Denhead S.A.R.L. will continue to negotiate with the remaining landowners and tenants to come to a naturally beneficial conclusion.

9. TIMETABLE FOR IMPLEMENTATION

- 9.1 Implementation date if not called in: Immediate. The full implementation stages are set out in table 3.

Table 3: Implementation timetable

Date	Details
1 st August 2021	Appropriation of the Council's freehold land
30 th April 2022	Completion of Sale and leaseback of Denhead S.A.R.L. freehold land

10. APPENDICES

This report is supported by 2 appendices:

- Appendix A – Plan of Council Land to be Appropriated and Denhead Land to be Acquired
- Appendix B – Schedule of Affected Rights and Affected Parties' Responses

11. BACKGROUND DOCUMENTS

- 11.1 This report is supported by 1 background document:
- Equality Impact Assessment Screening Form

12. CONSULTATION (MANDATORY)

Name of consultee	Post held	Date sent	Date returned
Cllr Johnson	Cabinet Member for Business, Economic Development & Property.	23 rd June 2021	1 st July 2021
Duncan Sharkey	Chief Executive	23 rd June 2021	28 th June 2021
Adele Taylor	Executive Director of Resources/S151 Officer	23 rd June 2021	
Andrew Durrant	Executive Director of Place Services	23 rd June 2021	
Kevin McDaniel	Executive Director of Children's Services	23 rd June 2021	
Hilary Hall	Executive Director of Adults, Health and Housing	23 rd June 2021	24 th June 2021
Andrew Vallance	Head of Finance	23 rd June 2021	
Elaine Browne	Head of Law	23 rd June 2021	29 th June 2021
Emma Duncan	Deputy Director of Law and Strategy / Monitoring Officer	23 rd June 2021	24 th June 2021
Nikki Craig	Head of HR Corporate Projects and IT	23 rd June 2021	
Louisa Dean	Communications	23 rd June 2021	
Karen Shepherd	Head of Governance	23 rd June 2021	24 th June 2021

REPORT HISTORY

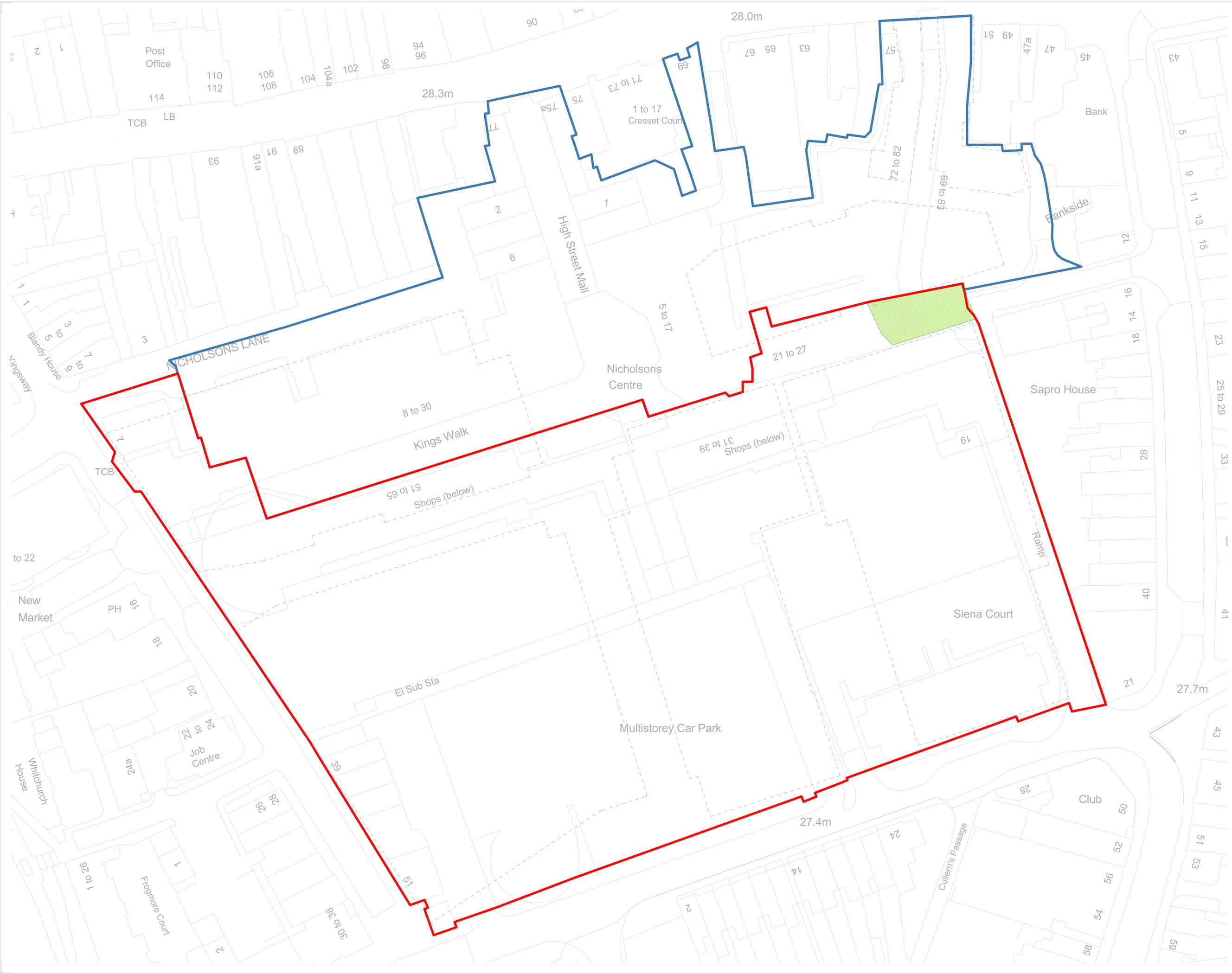
Decision type:	Urgency item?	To follow item?
First entered the Cabinet Forward Plan: 28 th May 2021	No	No

Report Author: Chris Pearse, Head of Capital Projects and Asset Management, RBWM Property Company Ltd Tel 07825 430969
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Notes
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-  Proposed Above Ground Building Footprint
-  Council Freehold
-  Denhead Freehold
-  Unregistered Land



Rev	Date	Description	Drawn	Chkd
Drawing Status				
DRAFT				

Client
Areli Real Estate



Project
Nicholson Quarter, Maidenhead

Drawing Title
Illustrative Freehold Titles Plan

Scale @A0 1 : 250 Job Ref: 01621 Revision:
 Drawing No: NMH-JTP-AR-DR-MP-XX-1050
 Scale Bar: 0 10 20 30 40 50 m

Appendix – Schedule of Identified Rights and Engagement.

Address	Interest	Rights interfered with	Comments	Notes on Engagement
59 High Street	FH	1. Vehicular Right of Way over Service Deck; 2. Rights of Way on foot over service deck and access routes through shopping centre (including lifts and malls)	New service yard to be provided at Nicholson Lane. New rights over access routes will be provided as part of redevelopment. Legal agreement allows owner of shopping centre to vary rights on 14 days notice providing alternative route not unreasonably less convenient.	Letter sent to Freeholder on 15/12/2020
47/47A High Street	FH	1. Vehicular Right of Way over Service Deck; 2. Rights of Way on foot over service deck and access routes through shopping centre (including lifts and malls)	New service yard to be provided at Nicholson Lane. New rights over access routes will be provided as part of redevelopment. Legal agreement allows owner of shopping centre to vary rights on 14 days notice providing alternative route not unreasonably less convenient.	Letter sent to Freeholder on 15/12/2020 Email received Property Director at McMullen & Sons on 10/02/2020 Meeting with Property Director on site on 15/02/2020
68A High Street	LH	1. Vehicular Right of Way over Service Deck; 2. Rights of Way on foot over service deck and access routes through shopping centre (including lifts and malls)	New service yard to be provided at Nicholson Lane. New rights over access routes will be provided as part of redevelopment. Legal agreement allows owner of shopping centre to vary rights on 28 days notice providing alternative route not unreasonably less convenient.	Letter sent to Freeholder on 15/12/2020
71-73 High Street	FH	1. Vehicular Right of Way over Service Deck; 2. Rights of Way on foot over service deck and access routes through shopping centre (including lifts and malls)	New service yard to be provided at Nicholson Lane. New rights over access routes will be provided as part of redevelopment. Legal agreement allows owner of shopping centre to vary rights on 14 days notice providing alternative route not unreasonably less convenient.	Letter sent to Freeholder on 15/12/2020 Call with Freeholder on 08/01/2021 Information Pack sent on 10/01/2021 Compromise Agreement issued to Landlord and Tenant.

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63 High Street	LH	<ol style="list-style-type: none"> 1. Vehicular Right of Way over Service Deck; 2. Rights of Way on foot over service deck and access routes through shopping centre (including lifts and malls) 	<p>New service yard to be provided at Nicholson Lane. New rights over access routes will be provided as part of redevelopment. Legal agreement allows owner of shopping centre to vary rights on 3 months notice providing alternative route not unreasonably less convenient. Burton no longer occupy property and assumed that lease has ended and new tenancy does not provide these rights</p>	<p>Letter sent to Freeholder on 15/12/2020</p> <p>Burton Group are no longer in occupation of the property. Deed relates to a historic occupation.</p>
75 High Street	FH	<ol style="list-style-type: none"> 1. Vehicular Right of Way over Service Deck; 2. Rights of Way on foot over service deck and access routes through shopping centre (including lifts and malls) 	<p>New service yard to be provided at Nicholson Lane. New rights over access routes will be provided as part of redevelopment. Legal agreement allows owner of shopping centre to vary rights on 14 days notice for a temporary change, 6 months notice for a permanent variation providing alternative route not unreasonably less convenient. Agreement provides that on permanent change a new deed must be entered into and costs paid.</p>	<p>Letter sent to Freeholder on 15/12/2020</p> <p>Call with Freeholder on 08/01/2021</p> <p>Information Pack sent on 10/01/2021</p> <p>Compromise Agreement issued to Landlord and Tenant on 11/06/2021</p>
75 High Street	LH	<ol style="list-style-type: none"> 1. Vehicular Right of Way over Service Deck; 2. Rights of Way on foot over service deck and access routes through shopping centre (including lifts and malls) 	<p>New service yard to be provided at Nicholson Lane. New rights over access routes will be provided as part of redevelopment. Legal agreement allows owner of shopping centre to vary rights on 14 days notice for a temporary change, 6 months notice for a permanent variation providing alternative route not unreasonably less convenient. Agreement provides that on permanent change a new deed must be entered into and costs paid.</p>	<p>Letter sent to Freeholder on 15/12/2020</p> <p>Call with Freeholder on 08/01/2021</p> <p>Information Pack sent on 10/01/2021</p> <p>Compromise Agreement issued to Landlord and Tenant on 11/06/2021</p>
69 High Street	FH	<ol style="list-style-type: none"> 1. Vehicular Right of Way over Service Deck; 2. Rights of Way on foot over service deck and access routes through shopping centre (including lifts and malls) 3. Right to Use 2 parking spaces 4. Right of drainage through site. 	<p>Property acquired by Denhead</p>	<p>Property acquired by Denhead</p>

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69 High Street	LH	<ol style="list-style-type: none"> 1. Vehicular Right of Way over Service Deck; 2. Rights of Way on foot over service deck and access routes through shopping centre (including lifts and malls) 3. Right to Use 1 parking space 	<p>New service yard to be provided at Nicholson Lane. New rights over access routes will be provided as part of redevelopment. Legal agreement allows owner of shopping centre to vary rights on 14 days notice providing alternative route not unreasonably less convenient. In respect of the car parking spaces, the deed allows the grantor to nominate other spaces from time to time.</p>	<p>Discussions have taken place between developer and occupier. Terms agreed for surrender of lease.</p>
69 High Street	LH	<ol style="list-style-type: none"> 1. Vehicular Right of Way over Service Deck; 2. Rights of Way on foot over service deck and access routes through shopping centre (including lifts and malls) 3. Right to Use 1 parking spaces 	<p>New service yard to be provided at Nicholson Lane. New rights over access routes will be provided as part of redevelopment. Legal agreement allows owner of shopping centre to vary rights on 14 days notice providing alternative route not unreasonably less convenient. In respect of the car parking spaces, the deed allows the grantor to nominate other spaces from time to time.</p>	<p>Company not registered at companies house. Relates to a historic occupation of the property.</p>
68a High Street	FH	<ol style="list-style-type: none"> 1. Vehicular Right of Way over Service Deck; 2. Rights of Way on foot over service deck and access routes through shopping centre (including lifts and malls) 	<p>New service yard to be provided at Nicholson Lane. New rights over access routes will be provided as part of redevelopment. Legal agreement allows owner of shopping centre to vary rights on 28 days notice providing alternative route not unreasonably less convenient. Agreement is clear that on change costs paid if extent of change not covered in Certificate of Title.</p>	<p>Letter sent to Freeholder on 15/12/2020</p>
61 High Street	FH	<ol style="list-style-type: none"> 1. Vehicular Right of Way over Service Deck; 2. Rights of Way on foot over service deck and access over gantry walkway to the public highway 3. Non-exclusive right to load/unload in designated area 4. Right of drainage 	<p>New service yard to be provided at Nicholson Lane. New rights over access routes will be provided as part of redevelopment. Legal agreement allows owner of shopping centre to vary rights temporarily with no notice, permanent changes on 6 months notice and a permanent deed must be entered into providing alternative route not unreasonably less convenient. Alternative rights of drainage will be provided and new staircase will be installed to provide access from rear access to upper floor accommodation.</p>	<p>Letter sent to Freeholder on 15/12/2020</p>

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63-67 High Street	FH	<ol style="list-style-type: none"> 1. Vehicular Right of Way over Service Deck; 2. Rights of Way on foot over service deck and access routes through shopping centre (including lifts and malls); 3. Right to use two car parking spaces; 4. Right to construct a gantry at first floor level and exercise the rights of access over the two car parking spaces; 5. Right to alter the route of gantry walkways 	<p>New service yard to be provided at Nicholson Lane. New rights over access routes will be provided as part of redevelopment. Legal agreement allows owner of shopping centre to vary rights on 14 days notice providing alternative route not unreasonably less convenient. Deed also allows other car parking spaces to be nominated by the grantor. No right to alter gantry access at first floor. Replacement car parking being provided which will be no less convenient for a commercial tenant. Access gantry will be replaced with a staircase from rear yards area to any access point (this relates to first floor snooker club).</p>	Letter sent to Freeholder on 15/12/2020
63-67 High Street	FH	<ol style="list-style-type: none"> 1. Vehicular Right of Way over Service Deck; 2. Rights of Way on foot over service deck and access routes through shopping centre (including lifts and malls); 3. Right to use two car parking spaces; 4. Right to construct a gantry at first floor level and exercise the rights of access over the two car parking spaces; 5. Right to alter the route of gantry walkways 6. Right of drainage 	<p>New service yard to be provided at Nicholson Lane. New rights over access routes will be provided as part of redevelopment. Legal agreement allows owner of shopping centre to vary rights on 14 days notice providing alternative route not unreasonably less convenient. Deed also allows other car parking spaces to be nominated by the grantor. No right to alter gantry access at first floor. Replacement car parking being provided which will be no less convenient for a commercial tenant. Access gantry will be replaced with a staircase from rear yards area to any access point (albeit we don't recall an access gantry to this property). Right of drainage will be varied but availability of drains will continue to exist. .</p>	<p>Letter sent to Freeholder on 15/12/2020</p> <p>Call with Senior Estates Surveyor at McDonalds on 05/02/2021</p>
49-51 High Street	FH	<ol style="list-style-type: none"> 1. Vehicular Right of Way over Service Deck; 2. Rights of Way on foot over service deck and access routes through shopping centre (including lifts and malls); 	<p>New service yard to be provided at Nicholson Lane. New rights over access routes will be provided as part of redevelopment. Legal agreement allows owner of shopping centre to vary rights when necessary providing alternative route not unreasonably less convenient.</p>	<p>Letter sent to Freeholder on 15/12/2020</p> <p>Call with freeholder on 14.01.2020</p> <p>Fee Undertaking provided to solicitor and compromise agreement issued on 10/05/2021</p>

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71/73 High Street	FH	<p>1. Pedestrian rights of way over parts of White Hart Road relating to</p> <p>(a) Emergency Access up and down staircase at 69 High Street to access basement floor of 71/73 High Street</p> <p>(b) emergency access;</p> <p>(c) to move bins for refuse collection;</p> <p>(d) moving goods and materials to and from property and public highway</p>	<p>Deed provides for no rights of variation but scheme will maintain access to the rear of the 71/73 High Street. Likely to be some temporary impact in access route but not to the extent of preventing access being taken.</p>	<p>Letter sent to Freeholder on 15/12/2020</p> <p>Call with Freeholder on 08/01/2021</p> <p>Information Pack sent on 10/01/2021</p> <p>Compromise Agreement issued to Landlord and Tenant on 11/06/2021</p>
75 High Street	FH	<p>1. Pedestrian rights of way over parts of White Hart Road relating to</p> <p>(a) Emergency Access up and down staircase at 69 High Street to access basement floor of 71/73 High Street</p> <p>(b) emergency access;</p> <p>(c) to move bins for refuse collection;</p> <p>(d) moving goods and materials to and from property and public highway</p>	<p>Deed provides for no rights of variation but scheme will maintain access to the rear of the 71/73 High Street. Likely to be some temporary impact in access route but not to the extent of preventing access being taken.</p>	<p>Letter sent to Freeholder on 15/12/2020</p> <p>Call with Freeholder on 08/01/2021</p> <p>Information Pack sent on 10/01/2021</p> <p>Compromise Agreement issued to Landlord and Tenant on 11/06/2021</p>
75 High Street	LH	<p>1. Pedestrian rights of way over parts of White Hart Road relating to</p> <p>(a) Emergency Access up and down staircase at 69 High Street to access basement floor of 71/73 High Street</p> <p>(b) emergency access;</p> <p>(c) to move bins for refuse collection;</p> <p>(d) moving goods and materials to and from property and public highway</p> <p>2. Right of drainage</p>	<p>Deed provides for no rights of variation but scheme will maintain access to the rear of the 71/73 High Street. Likely to be some temporary impact in access route but not to the extent of preventing access being taken.</p>	<p>Letter sent to Freeholder on 15/12/2020</p> <p>Call with Freeholder on 08/01/2021</p> <p>Information Pack sent on 10/01/2021</p> <p>Compromise Agreement issued to Landlord and Tenant on 11/06/2021</p>

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65-67 High Street	LH	<ol style="list-style-type: none"> 1. Right of Access to and from Bin Store 2. Right of Drainage 	Access to bin store will be maintained at all times. Ambition within new development is to provide for a better location for storage of bins.	<p>Letter sent to Freeholder on 15/12/2020</p> <p>Call with James Taylor (Senior Estates Surveyor at McDonalds) on 05/02/2021</p>
General Rights	FH	<ol style="list-style-type: none"> 1. Right of passage of services and associated repair 2. Unknown 3. Right of Way on Foot 	Not clear which property benefits from these rights. Appear to be general rights reserved in a transfer to allow Council to maintain services and have general access. Assume that any necessary rights of access or provision of services will be maintained or diverted.	Land transfer agreements have been entered into with Council
Brock House	FH & LH	<ol style="list-style-type: none"> 1. Right to use service deck to gain access to car parking spaces, refuse disposal area and building; 2. Right to park 12 cars; 3. Right to use lift in service core 1 and associated corridors and passageways; 4. Right of emergency escape through emergency escape doors. 5. Right to use and maintain external staircase; 6. Right of passage for services and to connect to services; 7. Right of Support; 8. Right to enter onto parts of shopping centre in order to comply with tenant's covenants; 9. Right to display signage, aerials and satellite dishes; 10. Right to convert car parking space to a bike stand and for bikes to use lift in Service Core 1 and cross over service deck 	Car Parking spaces to be re-provided in new development. A new emergency escape will be created within new development.	<p>Call with Marsons Property on 05/06/2020</p> <p>Owner of Flat 3 Brock House spoke with Newsteer, The owner does not have the benefit of a car parking space but does utilise the bin store. Explained that bin store would be re-provided in new development together with cycle storage.</p>

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Nicholson House	FH	<ol style="list-style-type: none"> 1. Right of support 2. In emergencies, right over roofs and fire exists within the shopping centre 3. Right of Way on foot over common parts of the shopping centre to and from the premises; 4. Right of way to access the first and third floor car park; 5. Right of passage and connection to existing services; 6. Right to enter on the shopping centre and to undertake works which cannot be undertaken from within the demised premises; 7. Right to enter on the shopping centre to redevelop Nicholson House 8. Right to add additional floors to Nicholson House 	<p>The vast majority of these rights (right of support, connection to services, to access external parts of property to redevelop) will continue to be exercisable following the scheme. Others will be varied, for example there will be new access routes to Nicholson House and alternative fire escape routes will be provided. The right to access the car park will fall away with the re-provision of the replacement spaces. The same provision of access and fire safety will be in place.</p>	<p>Email sent to Kames /Aegon / Oxygen Asset Management on 31/01/2020 regarding relocation of car parking, Oxygen responded stating 'At this stage none of your proposals are being considered and are of any interest'</p> <p>July 2020 - Savills inspected the building with a potential purchaser. Discussions fell away.</p> <p>Email sent to Aegon / Kames on 14/01/2021 providing general update on the project, and offering a meeting / call to discuss ongoing relationship during construction</p> <p>Meeting with Aegon / Oxygen Asset Management on 03/02/2021 , Aegon raised concerns over disruption during construction period and Areli suggested submission of proposal to acquire their interest in Nicholson House</p> <p>Proposal to acquire Nicholsons House submitted to Aegon on 04/05/2021</p>
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Appendix – Schedule of Identified Rights and Engagement.

				<p>Email sent to Kames /Aegon / Oxygen Asset Management on 31/01/2020 regarding relocation of car parking, Oxygen responded stating 'At this stage none of your proposals are being considered and are of any interest'</p> <p>July 2020 - Savills inspected the building with a potential purchaser. Discussions fell away.</p> <p>Email sent to Aegon / Kames on 14/01/2021 providing general update on the project, and offering a meeting / call to discuss ongoing relationship during construction</p> <p>Meeting with Aegon / Oxygen Asset Management on 03/02/2021 , Aegon raised concerns over disruption during construction period and Areli suggested submission of proposal to acquire their interest in Nicholson House</p> <p>Proposal to acquire Nicholsons House submitted to Aegon on 04/05/2021</p>
Car Parking (1st & 3rd Floor)	FH	Various - See comment	Interest in land is being acquired rather than existing rights being interfered with	
Non-property specific	n/a	1. Obligation to provide 100 public car parking spaces in the town centre of Maidenhead	Obligation is one which is not linked to a specific property. Replacement car park will be provided in new development	This right is non property specific and right will not be interfered with as car parking provision of over 100 spaces will be retained.

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				<p>Email sent to Kames /Aegon / Oxygen Asset Management on 31/01/2020 regarding relocation of car parking, Oxygen responded stating 'At this stage none of your proposals are being considered and are of any interest'</p> <p>July 2020 - Savills inspected the building with a potential purchaser. Discussions fell away.</p> <p>Email sent to Aegon / Kames on 14/01/2021 providing general update on the project, and offering a meeting / call to discuss ongoing relationship during construction</p> <p>Meeting with Aegon / Oxygen Asset Management on 03/02/2021 , Aegon raised concerns over disruption during construction period and Areli suggested submission of proposal to acquire their interest in Nicholson House</p> <p>Proposal to acquire Nicholsons House submitted to Aegon on 04/05/2021</p>
Nicholson House	FH	1. Obligation to maintain canopy at Nicholsons House	BCLP note suggests that this deed may no longer be relevant as it relates to a lease which appears to no longer exist. This is probably linked to future redevelopment as entrance to Nicholson House is via the shopping centre mall and there is no canopy.	
Central House	FH	Various - See comment	Central House forms part of redevelopment. Is being transferred to the council and thereafter demolished and so rights over development site can be waived by Areli.	Land transfer agreements have been entered into with Council
Restrictive Covenant	n/a	Not to use land tinted pink for the trades or business of an Ironmonger, China, Glass and Earthenware Dealer, Linen Draper, Silk Mercer, Furniture Dealer and Undertaker	No explicit property benefits from restriction on uses. Highly unlikely that company with who covenant was entered into continues to hold property in local area and even if they did, it is not apparent how non compliance would affect the value of a property holding.	Right is non-property specific. Has not been possible to trace beneficiary as company not registered at Companies House.
Restrictive Covenant	n/a	Not to use land tinted yellow for the trades or business of a tailor or outfitter, or retailer of boots, shoes, mackintoshes, leather goods and bags, athletic goods, house, footwear and other articles usually sold by retailers of boots and shoes.	No explicit property benefits from restriction on uses. Highly unlikely that company with who covenant was entered into continues to hold property in local area and even if they did, it is not apparent how non compliance would affect the value of a property holding.	Right is non-property specific. Has not been possible to trace beneficiary as company not registered at Companies House.

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Restrictive Covenant	n/a	Not to use the land tinted mauve for the sale or consumption of intoxicating liquors	No explicit property benefits from restriction on uses. Highly unlikely that company with who covenant was entered into continues to hold property in local area and even if they did, it is not apparent how non compliance would affect the value of a property holding.	Right is non-property specific. Company benefitting from restriction dissolved on 22/01/2013.
Restrictive Covenant	n/a	Not to use the land edged and numbered 1 in blue for the business of a baker, grocer or butcher	No explicit property benefits from restriction on uses. Highly unlikely that company with who covenant was entered into continues to hold property in local area and even if they did, it is not apparent how non compliance would affect the value of a property holding.	Right is non-property specific. Has not been possible to trace beneficiary
Restrictive Covenant	n/a	Not to use the land edged and numbered 4 in blue for the manufacture or sale of intoxicating liquors	No explicit property benefits from restriction on uses. Highly unlikely that company with who covenant was entered into continues to hold property in local area and even if they did, it is not apparent how non compliance would affect the value of a property holding.	Right is non-property specific. Has not been possible to trace beneficiary
Electricity Substation	LH	1. Right of way over existing Multi-Storey Car Park with and without vehicles as agreed between the parties from time to time. 2. Right to lay and use electric equipment under the land coloured green	Assumed that reprovision of substation (if required) will be a construction cost not a land assembly one. Lease can be terminated on 6 months notice by either party in the event the demised land permanently ceases to be used for electricity distribution.	No engagement to date.
Electricity Substation	LH	1. Right of Way with or without vehicles at all times over and along the land coloured brown on the lease plan. 2. Right to lay and use electric equipment under the land coloured green	Lease can be terminated on 6 months notice by either party at the end of the 42nd year, or at any time in the event of redevelopment.	No engagement to date.
Greyhound Inn	LH	1. Right of Light and all other easements presently enjoyed 2. Covenant preventing manufacture or sale of alcohol	Greyhound Inn was based at 47 King Street. Appears to have been demolished to allow for construction of present MSCP. There is another Greyhound Public House on Queen Street but this is a modern building and was named after the one at 47 King Street	Dominant property was demolished to allow construction of existing multi-storey car park.

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42 Queen Street (aka Broadway House, 21 Broadway)	FH	1. Right to construct steel foundations of five rolled steel stanchions (as shown on the plan) to a depth no less than eight feet	Given age of deeds and age of Broadway House, it is likely that this right related to the construction of Broadway House. This right has been exercised and the demolition of the access ramp will be undertaken in a way which maintains the wall and foundations of the neighbouring property.	No response to date
Restrictive Covenant	n/a	Not to use the land edged blue, edged brown edged mauve, tinted pink and tinted blue for the manufacture or sale of intoxicating liquors	No explicit property benefits from restriction on uses. Highly unlikely that company with who covenant was entered into continues to hold property in local area and even if they did, it is not apparent how non compliance would affect the value of a property holding.	Unknown owner / beneficiary
Unknown Land Parcel	n/a	1. Right to enter land tinted pink on HMLR Title Plan BK265719 and edged and lettered A in red on HMLR Title Plan BK135966 in order to construct and then repair and maintain the flank wall on the adjoining property. 2. Right for foundations, copings, downpipes of buildings on the adjoining property to project onto the pink land to a distance of 30cm; 3. Free passage of services to and from the property located on the land coloured pink. 4. Right of way on foot only in emergencies over and along the area coloured yellow on the transfer plan	Copy of transfer deed obtained but the deed does not include the appended plans showing the adjoining property. The transfer is between the Thames Valley Police and Costain for land on the northside of Broadway. There was historically a Cuntly Police Station on Broadway and this likely made way for Central House and the MSCP. Expect that rights are no longer required given whole area forms part of development.	Unknown owner / beneficiary
3 Nicholson Lane	FH / LH	Right of Light	Initial modelling shows that there is a reasonable prospect that there will be an interference with the Right of Light to an actionable level caused by the new development.	Owner has been in contact to confirm whether property is being acquired. Newsteer responded to explain that inclusion of property in CPO is for crane oversailing rights. Query raised on rights of light compensation and discussions progressing.
95-97 High Street	FH / LH	Right of Light	Initial modelling shows that there is a reasonable prospect that there will be an interference with the Right of Light to an actionable level caused by the new development.	No response to letter. Land Information Questionnaire not returned

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93 High Street	FH / LH	Right of Light	Initial modelling shows that there is a reasonable prospect that there will be an interference with the Right of Light to an actionable level caused by the new development.	Land Information Questionnaires returned. No queries raised about scheme or impact on property.
91a High Street	FH / LH	Right of Light	Initial modelling shows that there is a reasonable prospect that there will be an interference with the Right of Light to an actionable level caused by the new development.	No response to letter. Land Information Questionnaire not returned
91 High Street	FH / LH	Right of Light	Initial modelling shows that there is a reasonable prospect that there will be an interference with the Right of Light to an actionable level caused by the new development.	No response to letter. Land Information Questionnaire not returned
87 High Street	FH / LH	Right of Light	Initial modelling shows that there is a reasonable prospect that there will be an interference with the Right of Light to an actionable level caused by the new development.	No response to letter. Land Information Questionnaire not returned
89 High Street	FH / LH	Right of Light	Initial modelling shows that there is a reasonable prospect that there will be an interference with the Right of Light to an actionable level caused by the new development.	No response to letter. Land Information Questionnaire not returned
85 High Street	FH / LH	Right of Light	Initial modelling shows that there is a reasonable prospect that there will be an interference with the Right of Light to an actionable level caused by the new development.	Land Information Questionnaires returned. No queries raised about scheme or impact on property.
83 High Street	FH / LH	Right of Light	Initial modelling shows that there is a reasonable prospect that there will be an interference with the Right of Light to an actionable level caused by the new development.	Owner has contacted land referencing agent to enquire about project. Explanation as to scheme provided, along with Newsteer's contact details. No contact since and Land Information Questionnaire not returned.
81 High Street	FH / LH	Right of Light	Initial modelling shows that there is a reasonable prospect that there will be an interference with the Right of Light to an actionable level caused by the new development.	Land Information Questionnaires returned. No queries raised about scheme or impact on property.
79 High Street	FH / LH	Right of Light	Initial modelling shows that there is a reasonable prospect that there will be an interference with the Right of Light to an actionable level caused by the new development.	Land Information Questionnaires returned. No queries raised about scheme or impact on property.
75 High Street	FH / LH	Right of Light	Initial modelling shows that there is a reasonable prospect that there will be an interference with	Some initial queries raised to Land Referencing agent in respect of scheme and how it impacted property. Newsteer's contact

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			the Right of Light to an actionable level caused by the new development.	details have been provided but no contact received since and Land Information Questionnaire not returned.
71-73 High Street	FH / LH	Right of Light	Initial modelling shows that there is a reasonable prospect that there will be an interference with the Right of Light to an actionable level caused by the new development.	Owner of Flat 16 has been in contact regarding interference with Right of Light. Discussions progressed.
63 High Street	FH / LH	Right of Light	Initial modelling shows that there is a reasonable prospect that there will be an interference with the Right of Light to an actionable level caused by the new development.	Some initial queries raised to Land Referencing agent in respect of scheme and how it impacted property. Newsteer's contact details have been provided but no contact received since and Land Information Questionnaire not returned.
61 High Street	FH / LH	Right of Light	Initial modelling shows that there is a reasonable prospect that there will be an interference with the Right of Light to an actionable level caused by the new development.	No response to letter. Land Information Questionnaire not returned
59 High Street	FH / LH	Right of Light	Initial modelling shows that there is a reasonable prospect that there will be an interference with the Right of Light to an actionable level caused by the new development.	No response to letter. Land Information Questionnaire not returned
14-16 Queen Street	FH / LH	Right of Light	Initial modelling shows that there is a reasonable prospect that there will be an interference with the Right of Light to an actionable level caused by the new development.	No response to letter. Land Information Questionnaire not returned
18 Queen Street	FH / LH	Right of Light	Initial modelling shows that there is a reasonable prospect that there will be an interference with the Right of Light to an actionable level caused by the new development.	Owner of second floor flat has been in contact with Newsteer. Lease reviewed and right of light reserved by landlord. Leaseholder notified.
20 Queen Street	FH / LH	Right of Light	Initial modelling shows that there is a reasonable prospect that there will be an interference with the Right of Light to an actionable level caused by the new development.	Land Information Questionnaires returned. No queries raised about scheme or impact on property.
22 Queen Street	FH / LH	Right of Light	Initial modelling shows that there is a reasonable prospect that there will be an interference with the Right of Light to an actionable level caused by the new development.	Land Information Questionnaires returned. No queries raised about scheme or impact on property.

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24 Queen Street	FH / LH	Right of Light	Initial modelling shows that there is a reasonable prospect that there will be an interference with the Right of Light to an actionable level caused by the new development.	Surveyor appointed to review documents. Newsteer awaiting further contact
26 Queen Street	FH / LH	Right of Light	Initial modelling shows that there is a reasonable prospect that there will be an interference with the Right of Light to an actionable level caused by the new development.	Contact made with Land Referencing agent who advised owner to contact Newsteer who will be able to answer queries on scheme and impacts. No further contact and questionnaire not returned.
28 Queen Street	FH / LH	Right of Light	Initial modelling shows that there is a reasonable prospect that there will be an interference with the Right of Light to an actionable level caused by the new development.	Contact made with Land Referencing agent who advised owner to contact Newsteer who will be able to answer queries on scheme and impacts. No further contact and questionnaire not returned.
30 Queen Street	FH / LH	Right of Light	Initial modelling shows that there is a reasonable prospect that there will be an interference with the Right of Light to an actionable level caused by the new development.	No response to letter. Land Information Questionnaire not returned
32 Queen Street	FH / LH	Right of Light	Initial modelling shows that there is a reasonable prospect that there will be an interference with the Right of Light to an actionable level caused by the new development.	Land Information Questionnaires returned. No queries raised about scheme or impact on property.
34 Queen Street	FH / LH	Right of Light	Initial modelling shows that there is a reasonable prospect that there will be an interference with the Right of Light to an actionable level caused by the new development.	No response to letter. Land Information Questionnaire not returned
36 Queen Street	FH / LH	Right of Light	Initial modelling shows that there is a reasonable prospect that there will be an interference with the Right of Light to an actionable level caused by the new development.	Land Information Questionnaires returned. No queries raised about scheme or impact on property.
38 Queen Street	FH / LH	Right of Light	Initial modelling shows that there is a reasonable prospect that there will be an interference with the Right of Light to an actionable level caused by the new development.	No response to letter. Land Information Questionnaire not returned
40 Queen Street	FH / LH	Right of Light	Initial modelling shows that there is a reasonable prospect that there will be an interference with the Right of Light to an actionable level caused by the new development.	No response to letter. Land Information Questionnaire not returned

Appendix – Schedule of Identified Rights and Engagement.

42 Queen Street	FH / LH	Right of Light	Initial modelling shows that there is a reasonable prospect that there will be an interference with the Right of Light to an actionable level caused by the new development.	No response to letter. Land Information Questionnaire not returned
39 Queen Street	FH / LH	Right of Light	Initial modelling shows that there is a reasonable prospect that there will be an interference with the Right of Light to an actionable level caused by the new development.	Land Information Questionnaires returned. No queries raised about scheme or impact on property.
35-37 Queen Street	FH / LH	Right of Light	Initial modelling shows that there is a reasonable prospect that there will be an interference with the Right of Light to an actionable level caused by the new development.	Land Information Questionnaires returned. No queries raised about scheme or impact on property.
31-33 Queen Street	FH / LH	Right of Light	Initial modelling shows that there is a reasonable prospect that there will be an interference with the Right of Light to an actionable level caused by the new development.	Land Information Questionnaires returned. No queries raised about scheme or impact on property.
25-29 Queen Street	FH / LH	Right of Light	Initial modelling shows that there is a reasonable prospect that there will be an interference with the Right of Light to an actionable level caused by the new development.	Land Information Questionnaires returned. No queries raised about scheme or impact on property.
23 Queen Street	FH / LH	Right of Light	Initial modelling shows that there is a reasonable prospect that there will be an interference with the Right of Light to an actionable level caused by the new development.	Land Information Questionnaires returned. No queries raised about scheme or impact on property.
21 Queen Street	FH / LH	Right of Light	Initial modelling shows that there is a reasonable prospect that there will be an interference with the Right of Light to an actionable level caused by the new development.	No response to letter. Land Information Questionnaire not returned
11-13 Queen Street	FH / LH	Right of Light	Initial modelling shows that there is a reasonable prospect that there will be an interference with the Right of Light to an actionable level caused by the new development.	Land Information Questionnaires returned. No queries raised about scheme or impact on property.
76-78 High Street	FH / LH	Right of Light	Initial modelling shows that there is a reasonable prospect that there will be an interference with the Right of Light to an actionable level caused by the new development.	No response to letter. Land Information Questionnaire not returned
88-90 High Street	FH / LH	Right of Light	Initial modelling shows that there is a reasonable prospect that there will be an interference with the Right of Light to an actionable level caused by the new development.	Land Information Questionnaires returned. No queries raised about scheme or impact on property.

Appendix – Schedule of Identified Rights and Engagement.

92 High Street	FH / LH	Right of Light	Initial modelling shows that there is a reasonable prospect that there will be an interference with the Right of Light to an actionable level caused by the new development.	Land Information Questionnaires returned. No queries raised about scheme or impact on property.
70-72 High Street	FH / LH	Right of Light	Initial modelling shows that there is a reasonable prospect that there will be an interference with the Right of Light to an actionable level caused by the new development.	Land Information Questionnaires returned. No queries raised about scheme or impact on property.
16 King Street	FH / LH	Right of Light	Initial modelling shows that there is a reasonable prospect that there will be an interference with the Right of Light to an actionable level caused by the new development.	No response to letter. Land Information Questionnaire not returned
20 King Street	FH / LH	Right of Light	Initial modelling shows that there is a reasonable prospect that there will be an interference with the Right of Light to an actionable level caused by the new development.	Land Information Questionnaires returned. No queries raised about scheme or impact on property.
22-24 King Street	FH / LH	Right of Light	Initial modelling shows that there is a reasonable prospect that there will be an interference with the Right of Light to an actionable level caused by the new development.	Land Information Questionnaires returned. No queries raised about scheme or impact on property.
26-28 King Street	FH / LH	Right of Light	Initial modelling shows that there is a reasonable prospect that there will be an interference with the Right of Light to an actionable level caused by the new development.	Initial phone call query raised about maintaining access to property with Land Referencing agent. Newsteer contact details provided but no further correspondence and questionnaire not returned.
30-36 King Street	FH / LH	Right of Light	Initial modelling shows that there is a reasonable prospect that there will be an interference with the Right of Light to an actionable level caused by the new development.	Land Information Questionnaires returned. No queries raised about scheme or impact on property.
Whitchurch House, 2-4 Albert Street	FH / LH	Right of Light	Initial modelling shows that there is a reasonable prospect that there will be an interference with the Right of Light to an actionable level caused by the new development.	Land Information Questionnaires returned. No queries raised about scheme or impact on property.
24a King Street	FH / LH	Right of Light	Initial modelling shows that there is a reasonable prospect that there will be an interference with the Right of Light to an actionable level caused by the new development.	Land Information Questionnaires returned. No queries raised about scheme or impact on property.