

Compulsory Purchase Order (CPO) Manual: Part Six - Appendices

Contents

Appendix 1 - Example of an Introductory Letter Regarding Proposed Regeneration Scheme	3
Appendix 2 - Example Wording for a Council Resolution in Principal Decision to Make a CPO	5
Appendix 3 - Example of a Requisition Letter and Statutory Notice Requesting Information under S5A of the Acquisition of Land Act 1981	7
Appendix 4 - Example of a Resolution to Make a CPO Report (non-Delegated to Officer Decision)	15
Appendix 5 - Example of a Resolution to Make a CPO Report (Delegated to Officer Decision)	26
Appendix 6 - Example of a Statement of Reasons for a Vacant Land Town and Country Planning Act 1990 CPO.....	36
Appendix 7a - Template Vacant Land Town and Country Planning Act 1990 CPO and Schedule	56
Appendix 7b - Example Vacant Land Town and Country Planning Act 1990 CPO, Schedule and Map	61
Appendix 7c - Template Vacant Land Town and Country Planning Act 1990 CPO including Rights Over Land and Schedule	66
Appendix 7d - Example Vacant Land Town and Country Planning Act 1990 CPO including Rights Over Land, Schedule and Map	70
Appendix 7e - Template Vacant Land Town and Country Planning Act 1990 CPO Made on Behalf of a Community Council and Schedule	75
Appendix 7f - Example Vacant Land Town and Country Planning Act 1990 CPO Made on Behalf of a Community Council, Schedule and Map	79
Appendix 7g - Template Housing Act 1985 CPO and Schedule	83
Appendix 7h - Example Housing Act 1985 CPO, Schedule and Map	87
Appendix 8 - Example of a Form of Notice to a Qualifying Person in Respect of Land Comprised in the CPO	91
Appendix 9 - Example of a Form of Notice Concerning a CPO for Newspaper Publication and Affixing on or near the Land Comprised in the Order	93
Appendix 10 - Example of a Statement of Case for a Vacant Land Town and Country Planning Act CPO	94
Appendix 11a - Template Proof of Evidence (Land Contamination)	25
Appendix 11b - Template Proof of Evidence (Ecology).....	27

Appendix 12a - Example of Notice of Confirmation for a Vacant Land Town and Country Planning Act 1990 CPO (non-General Vesting Declaration)	29
Appendix 12b - Example of Notice of Confirmation for a Vacant Land Town and Country Planning Act 1990 CPO (General Vesting Declaration).....	31
Appendix 12c - Example of Notice of Confirmation by an Acquiring Authority for a Vacant Land Town and Country Planning Act 1990 CPO (non-General Vesting Declaration).....	36
Appendix 12d - Example of Notice of Confirmation by an Acquiring Authority for a Vacant Land Town and Country Planning Act 1990 CPO (General Vesting Declaration).....	38
Appendix 13 - Example General Vesting Declaration for a Vacant Land Town and Country Planning Act 1990 CPO.....	43
Appendix 14 - Example of a Notice Specifying Land and Stating Effect of General Vesting Declaration for a Vacant Land Town and Country Planning Act 1990 CPO	46
Appendix 15 Example Notice of Entry for a Vacant Land Town and Country Planning Act 1990 CPO	54
Appendix 16 - Example Notice to Treat for a Vacant Land Town and Country Planning Act 1990 CPO	58
Appendix 17 - Template Particulars of Claim in Response to Notice to Treat	62
Appendix 18 - Example Notice Requiring Possession of Minor Tenancy (s20 of the Compulsory Purchase Act 1965)	67
Appendix 19 - Template Memorandum of Understanding.....	69
Appendix 20 - Template Indemnity Agreement	74
Appendix 21 - Template Settlement Agreement for Redundant and Vacant Properties	111
Appendix 22 - Case Studies on the Successful Use of Compulsory Purchase Orders.....	119
Appendix 23 - Best Practice on Compensation Matters.....	137
Appendix 24 - Flowchart of Stages in the CPO Process (non-Ministerial CPO).....	142
Appendix 25 - CPO Activity Schedule Checklist (non-Ministerial CPO)	149
Appendix 26 - CPO Objector Tracker Schedule	164

Appendix 1 - Example of an Introductory Letter Regarding Proposed Regeneration Scheme

[INSERT NAME AND ADDRESS OF RECIPIENT e.g.

Ryan Tedbury,
66 Bryn Hill
Abervalley
AB1 3CD]

Our Ref: [INSERT COUNCIL REFERENCE]

[INSERT DATE]

Dear Sir/Madam,

Re: [INSERT NAME OF PROPOSAL e.g. Redevelopment of land at 1 – 4 Stryd Glyndwr]

As you may be aware, the [INSERT NAME OF COUNCIL e.g. Cwm County Council] (the Council) recently commissioned a study into the [DESCRIBE NATURE OF THE REDEVELOPMENT PROJECT e.g. redevelopment of land at 1 – 4 Stryd Glyndwr]. The conclusions were that it was necessary for the [INSERT LOCATION OF LAND e.g. land at 1 – 4 Stryd Glyndwr] to be re-developed in order to improve the social, economic and environmental well-being of the residential area comprising of Stryd Glyndwr, Close Aberpennar and Clos Glyndwr, Abervalley. Following extensive public consultation, the Council has now formally adopted a policy seeking the redevelopment of the [INSERT LOCATION OF LAND e.g. land at 1 – 4 Stryd Glyndwr].

To achieve the redevelopment of the [INSERT LOCATION OF LAND e.g. land at 1 – 4 Stryd Glyndwr], it will be necessary for all of the existing owners and occupiers to give up their properties. To achieve this objective, the Council may need to make a compulsory purchase order (CPO).

This is a statutory procedure which allows the Council to compulsorily acquire all of the property required for the development. However, the powers can only be used if approved by the Welsh Ministers, after the consideration of any objections.]

The Welsh Government's CPO Manual provides technical guidance and best practice on navigating the CPO process. Part 3 of the Manual provides information on how landowners and interested parties can seek professional advice which I would encourage you to consider.

Although the Council may have to make a CPO, it would prefer to acquire the property required by agreement. Accordingly, I would like to arrange an initial meeting with you to discuss your property. I should therefore be pleased if you would contact me to arrange a convenient appointment. My contact details are:

[INSERT CONTACT DETAILS:

- A.N.Other@ccc.gov.wales;
- 03000 123456]

Yours sincerely,

[INSERT NAME AND TITLE OF FIRST POINT OF CONTACT AT COUNCIL
e.g.

Mrs A.N Other,
Stryd Glyndwr Project Manager,
Cwm County Council]

Mrs A.N.Other
Housing, Planning and Regeneration Directorate
Cwm County Council Offices HQ
Beth Industrial Estate,
Abervalley
AB1 8UJ

Appendix 2 - Example Wording for a Council Resolution in Principal Decision to Make a CPO

RECOMMENDATION(S)

The [INSERT NAME OF COMMITTEE e.g. Planning and Regulatory] Committee is requested to scrutinise the proposed decision by the Executive and the Executive is recommended to:

Agree in principle to use compulsory purchase powers pursuant to [INSERT RELEVANT POWERS e.g. section 226(1)(a) of the Town and Country Planning Act 1990] to acquire the land and new rights within the area described in the report and shown on the plan attached to this report, the Council being of the view that compulsory acquisition of the land may be necessary in order to secure the delivery of the Scheme and approval is given for the making of a Compulsory Purchase Order (CPO).

Authorise Officers to begin preparatory work to use its compulsory purchase powers and the application for statutory consents, licenses and orders to enable project delivery in a timely manner. All subject to the 'in-principle' decision being made, serving requisitions on landowners and appointing land referencing agents to thoroughly investigate all land interests, the preparation of a Statement of Reasons and all other necessary documentation.

That the Director for [INSERT TITLE OF RELEVANT DEPARTMENT e.g. Housing, Planning and Regeneration] be authorised to take all necessary steps to secure the making, confirmation and implementation of the CPO including negotiating and entering into agreements or undertakings with land owners setting out terms for the withdrawal of any objections to the CPO prior to its confirmation, including where appropriate seeking exclusion of land from the CPO and/or making arrangement for relocation of occupiers and payment of compensation and vesting of the land acquired in the ownership of the Council.

Note that, subject to officers using all reasonable endeavours to assemble the land by agreement / private treaty, a further detailed report and a Statement of Reasons will come forward to Members of the Executive in due course setting out the justification for the making of a CPO.

[That delegated authority is given to the [INSERT COUNCIL DELEGATION REFERENCE e.g. Director of Communities, Housing and Planning] to take all decisions necessary to progress and develop the schemes to full approval submission to the [INSERT NAME OF COMMITTEE e.g. Planning and Regulatory Committee] without further recourse to Cabinet.]

Appendix 3 - Example of a Requisition Letter and Statutory Notice Requesting Information under S5A of the Acquisition of Land Act 1981

[INSERT NAME AND ADDRESS OF RECIPIENT e.g.

Ryan Tedbury,
66 Bryn Hill
Abervalley
AB1 3CD]

Our Ref: [INSERT COUNCIL REFERENCE]

[INSERT DATE]

IMPORTANT - THIS COMMUNICATION AFFECTS YOUR PROPERTY

Dear Sir/Madam,

Proposed redevelopment of the [INSERT DESCRIPTION OF LAND e.g. Land at 1 – 4 Stryd Glyndwr]

We act on behalf of [INSERT NAME OF ACQUIRING AUTHORITY e.g. Cwm County Council] ("the Authority").

You may have already received a letter from the Authority explaining that we would be contacting you.

The Authority is considering making a Compulsory Purchase Order (CPO) to acquire land and interests in [INSERT DESCRIPTION OF LAND e.g. land at 1 – 4 Stryd Glyndwr] (the "Land"). A decision in principle has been made to proceed with the Order, but before a final decision to proceed is taken by the Authority, it requires details of all interests in the Land.

We enclose a set of plans in the annex to this letter which shows an area or areas of land edged red within the Land in which it is believed you have or may have an interest.

We have been instructed by the Authority to serve on you a Notice pursuant to Section 5A of the Acquisition of Land Act 1981 which requires you to provide information about your interest and those of others in the land edged red.

This information is required by the Authority to ensure all persons with a relevant interest in this Land are served with the appropriate statutory notices, kept informed throughout the process and to ensure all interests are recorded for compensation purposes.

Accordingly, we enclose a copy of the Notice together with a copy of the relevant statutory provisions for your information. We also enclose a reply form which will assist you in identifying the information sought by us and which you may use to provide this information. We ask you complete and return the form to us in the stamped addressed envelope provided attaching one copy of each of the plan(s). You retain one copy of the plan(s) for your records. If you disagree with the boundary shown on the plan(s), please identify the area of disagreement, on the plan(s) you return to us. In addition, if only part of the area shown on the plan(s) is subject to an interest owned by you, please identify this clearly on the plan(s) to be returned to us and (where appropriate) state which floors of the property are included or excluded, as the case may be.

We have been asked to inform you that the Authority continues to welcome direct discussions with you and the opportunity to meet with you at the property to discuss this matter. Please do not hesitate to contact the Authority on [INSERT TELEPHONE NUMBER AND E-MAIL ADDRESS e.g. 03000 123456 or A.N.Other@ccc.gov.wales] or at the address at the bottom of this letter to discuss or pursue further.

In any event, this letter is concerned with the collation of information in connection with the proposed CPO and you must provide the information required in the Notice in the stamped addressed envelope or to the address given at the bottom of this letter.

Please note that failure to reply to this Statutory Notice within 14 days of service of the notice is a criminal offence and you may be liable to prosecution.

If you have any queries concerning this letter or the enclosed notice please contact [INSERT NAME OF FIRST POINT OF CONTACT AT COUNCIL e.g. Mrs A.N Other] at the address at the bottom of this letter or on [INSERT TELEPHONE NUMBER AND E-MAIL ADDRESS e.g. 03000 123456 or A.N.Other@ccc.gov.wales] who will be pleased to assist.

Yours sincerely

[INSERT NAME AND TITLE OF RELEVANT DIRECTOR FROM THE COUNCIL e.g. John Maher,
Director for Housing, Planning and Regeneration]

Annex – Plan indicating interest in the Land



Key:

Interest = Red

ACQUISITION OF LAND ACT 1981

STATUTORY NOTICE UNDER SECTION 5A

[INSERT NAME AND ADDRESSEE e.g. Ryan Tedbury]

Land: [INSERT DESCRIPTION OF LAND e.g. 1 – 4 Stryd Glyndwr]

To enable [INSERT NAME OF ACQUIRING AUTHORITY e.g. Cwm County Council] ("the Authority") to perform its functions in relation to the making of a Compulsory Purchase Order (CPO) pursuant to Section 226(1)(a) of the Town and Country Act 1990, the Authority in pursuance of Section 5A of the Acquisition of Land Act 1981 hereby requires you within **14 days** after the date of the service of this Notice to give the Authority in writing the following information (in relation to land shown on the plans with this notice and any other land in which you have an interest in the immediate vicinity):

- The nature of your interest in the land (for example freeholder, lessee, tenant, licence holder or otherwise) in the land.
- The name and address of each person whom you believe is in occupation of the land.
- The name and address of each person whom you believe to have any other interest in the land whether as freeholder, mortgagee, lessee, a person who directly or indirectly receives rent or (by agreement with a person interested in the land) is authorised to manage the land or to arrange for the letting of it or otherwise.

The required information should be sent to the Director of [INSERT TITLE OF RELEVANT DIRECTOR FROM THE COUNCIL FOLLOWED BY THEIR NAME e.g. Director for Environment, Housing, Planning and Regeneration John Maher] quoting reference [INSERT COUNCIL REFERENCE].

A form is enclosed on which the required information may be supplied.

Failure to complete and return this notice within the timescale and/or knowingly or recklessly giving any material misstatement is a criminal offence. Full details of the statutory provisions are enclosed with this notice.

Dated: [INSERT DATE]

Statutory Notice Form

REPLY FORM TO REQUEST FOR INFORMATION

To: [INSERT TITLE AND ADDRESS e.g. Director for Housing, Planning and Regeneration,
Cwm County Council Offices HQ
Beth Industrial Estate,
Abervalley
AB1 8UJ]

In reply to your request for information under cover of the letter dated [INSERT DATE OF REQUISITION LETTER]

I HEREBY STATE that the answers to the questions set out below comprise a true and correct statement of all the information required by the Notice, so far as the same is or ought reasonably to be within my knowledge.

Signed:

Address:.....
.....
.....
.....

Dated the day of 20...

Please note:

1. When giving particulars of a name all first names should be given as well as the surname;
2. When giving particulars of companies, the name of the company secretary or clerk, company number and registered office should be provided in addition to details of any preferred alternative person and/or address for service of future correspondence;
3. When giving particulars of a partnership or trust, please give details of all partners or trustees. If one or more partners or trustees are elected to receive future correspondence on behalf of the others, please clearly identify this person or persons;
4. If more space is required, please provide on a separate piece of paper and attach to this form.

5. Name of Owner (or Freeholder):
6. Address:
.....
.....
.....
7. Please identify whether or not in occupation: Yes/No (delete as appropriate)
8. Name(s) of any Lessee or Tenant:
9. Address:
.....
.....
.....
10. Please identify whether or not in occupation: Yes/No (delete as appropriate)
11. Particulars of the lease/tenancy (including the frequency of payment of any rent or monies and the term or length of the arrangement):
.....
12. Name(s) of any sub-lessee or sub-tenant (if any):
13. Address:
.....
.....
.....
14. Please identify whether or not in occupation: Yes/No (delete as appropriate)
15. Particulars of the sub-lease or sub-tenancy (including the frequency of payment of rent or monies and the term or length of the arrangement):
.....
16. Name of any other person or party in occupation and details/terms of their occupation

17. Address:
.....
.....
.....
.....
18. Terms:
19. Particulars of any other person or party who directly or indirectly receives rent, or a person or party who (by agreement with a person interested in the land), is authorised to manage the land or to arrange for the letting of it):
.....
20. Address:
.....
.....
.....
.....
21. Name(s) of any mortgagee or lender (if any):
22. Address:
.....
.....
.....
.....
23. Term or length of the loan arrangement:
24. Particulars of any other person or party who has an interest in the land or property (including rights of way, rights to services, rights to light, rights of riparian owners, profits à prendre and other easements together with restrictive covenants and any other encumbrances):
.....
25. Address:
.....
.....
.....
.....
26. Particulars of the land benefiting from the interest:

27. Particulars of any other person or party having power to sell or convey or release the land or property:

28. Address:

.....
.....
.....
.....

29. Please confirm whether or not it is your understanding that the boundaries as shown on the plan (attached) correctly identify all the land in the vicinity in the ownership of the persons identified in this form. If not, please provide details. If the extent of the interest in the land shown is less please identify the correct area on the plan. If more, please identify on the plan, if possible.

If not possible, please confirm this and we may contact you again to verify the full extent of the interest:

.....
.....

Please remember to:

- (a) Sign this form before returning it
- (b) Attach any additional sheets of paper and one copy of the plan with the Notice showing any amendments to the boundaries in accordance with Question 9 above.
- (c) Return in the Self-Addressed Envelope or to the above address clearly marked with reference [INSERT COUNCIL REFERENCE OUTLINED IN REQUISITION LETTER].

Appendix 4 - Example of a Resolution to Make a CPO Report (non-Delegated to Officer Decision)

Report to:	[INSERT NAME OF COMMITTEE e.g. Planning and Regulatory Committee]	Date: [INSERT DATE OF COMMITTEE e.g. 5 December 2019]
Report title:	[INSERT TITLE OF REPORT e.g. Report to the Planning and Regulatory Committee of the Cwm County Council - Resolution to make a Compulsory Purchase Order to Acquire Land at 1 – 4 Stryd Glyndwr Abervalley]	
Report from:	[INSERT NAME AND TITLE OF RELEVANT DIRECTOR FROM THE COUNCIL e.g. John Maher, Director for Housing, Planning and Regeneration]	
Ward/Areas affected:	[INSERT NAME OF WARD/AREA AFFECTED BY DECISION e.g. Abervalley]	
Chair	[INSERT NAME OF COMMITTEE CHAIR e.g. Councillor Ruth Dudley, Chair of Planning and Regulatory Committee]	
Author(s)/Contact Number(s):	[INSERT NAME, TITLE, CONTACT DETAIL FOR LEAD OFFICIAL e.g. Mrs A.N Other, Stryd Glyndwr Project Manager, 03000 123456]	
Corporate Plan Priorities:	[LIST COUNCIL PRIORITIES DECISION WILL ADDRESS e.g. <ul style="list-style-type: none"> Delivering a safe, attractive and vibrant town identified in the Cwm County Council 2018 – 2022 Corporate Plan “<i>Taking Us Forward</i>”. Remove an impediment to the regeneration of the wider residential area which forms part of the Abervalley Town Centre Regeneration Framework (2015).] 	

1. Summary

[INSERT SUMMARY OF REPORT e.g.

- 1.1 The purpose of this report is to seek approval from the Planning and Regulatory Committee for the making of a compulsory purchase order (CPO) in respect of the land and interests needed to facilitate the redevelopment and improvement of land at Stryd Glyndwr and the wider the residential area comprising of Close Aberpennar and Clos Glyndwr in Abervalley (the Scheme) where the land and third party interests cannot be acquired through private treaty negotiations by the Council’s Asset Management Team.]

2. Recommendations

[INSERT PROPOSED RECOMMENDED ACTION e.g.

The Planning and Regulatory Committee is recommended to:

- 2.1 Pursuant to the Acquisition of Land Act 1981, to take all necessary steps to secure the making, confirmation and implementation of the CPO under section 226(1)(a) of the Town and Country Planning Act 1990 and Acquisition of Land Act 1981 to acquire all or part of the land shown by a broad red line on the Plan attached and described generally in Appendix A for the purpose of redeveloping and improving the land by securing mixed use development including residential, retail, A3, and car parking.
- 2.2 That the [Director for Housing, Planning and Regeneration] be authorised to:
 - (i) settle the final form and content of the CPO and all associated documentation;
 - (ii) take all action needed to pursue the CPO and secure its confirmation including the publication and service of all notices and the presentation of the Council's case at any public inquiry;
 - (iii) to acquire interests in the land within the CPO either by agreements or compulsorily; and
 - (iv) approve agreements with land owners setting out the terms for the withdrawal of objections to the CPO including where appropriate seeking exclusion of land or new rights from the CPO and/or making arrangements for rehousing or relocation of occupiers.
 - (v) following confirmation of the CPO, implement the compulsory purchase powers and acquire title to and/or take possession of the land.]

3. Background

[OUTLINE BACKGROUND TO RECOMMENDED ACTION e.g.

- 3.1 The redevelopment and improvement of land at Stryd Glyndwr (the Scheme) will remove an impediment to the regeneration of the wider residential areas of Close Aberpennar and Clos Glyndwr in Abervally which form part of the *Abervally Town Centre Regeneration Framework* (2015). The Framework identifies key residential areas in Abervally where regeneration investment is required, this includes the area covering Stryd Glyndwr, Close Aberpennar and Clos Glyndwr which rank highly in the Wales Index of Multiple Deprivation. The Scheme will involve improvements to the condition of the land which is currently of serious detriment to the visual amenity of the residential areas of Stryd Glyndwr, Clos Aberpennar and Clos Glyndwr.

This will be achieved through the refurbishment of existing derelict properties on the land, the provision of additional residential units to address the shortage of housing accommodation available in the county borough, improvements to the flow of traffic of the area through provision of off-street parking, and the creation of new green space. The Council is intending to undertake the Scheme implementation from January 2021 to March 2022.

- 3.2 The Council is committed to the regeneration of its key settlements through the Cwm County Council 2018 – 2022 Corporate Plan “*Taking Us Forward*” and a capital budget of £1.5M has been over the next two financial years (2020/21 – 2021/22) for Investment in Regeneration. It is estimated the development cost for the Scheme will be up to £450k.
- 3.3 To realise the full benefits of the Scheme and implement fully compliant comprehensive improvements for the wider community, interests in private land are required on the land at Stryd Glyndwr.
- 3.4 The purpose for which the land is being acquired fits with the *Abervalley Town Centre Regeneration Framework* (2015) and the Cwm County Council 2018 – 2022 Corporate Plan “*Taking Us Forward*”. The land is allocated for mix usage in the adopted Cwm County Council Local Development Plan (LDP) 2015 – 2030 and accords with Planning Policy Wales.
- 3.5 The Council’s Asset Management Team has contacted landowners and others with interests in the land where they could be identified to acquire the land by private treaty in order to facilitate acquisition of the land and interests required to deliver the Scheme. This process is ongoing and discussions are under way with a view to acquiring the necessary land interests and rights to deliver the Scheme by agreement. However, some landowners/interested parties have not responded to the Council’s approaches. Given this position, the Council is of the view it may not be possible to acquire all the necessary interests or land by negotiation in time to deliver the Scheme. As a result, the authority to proceed with making a CPO is required which will continue in tandem with negotiations with the landowners/interested parties to acquire the land by agreement.]

4. Reasons for recommendations

[OUTLINE REASONS FOR RECOMMENDED ACTION e.g.

- 4.1 The Scheme will involve the redevelopment and improvement of land known as 1-4 Stryd Glyndwr which will have a positive impact on the wide residential areas of Close Aberpennar and Clos Glyndwr in Abervally. The land is situated in the residential area of Stryd Glyndwr and identified as property numbers 1 – 3, grazing land known as number 4 Stryd Glyndwr, and vacant scrub land adjacent to land known as number 4 Stryd Glyndwr. The existing uses on the land mainly comprises of three derelict, empty properties (numbers 1 – 3 Stryd Glyndwr) with the eastern part of the land being vacant and used for occasional grazing uses.
- 4.2 The land is in poor condition and was previously occupied by four residential properties. Three of the properties remaining on site have been unoccupied since 2000 and one of the properties (4 Stryd Glyndwr) suffered extensive fire damaged in 2005 and was demolished in 2006. The site of the former property has remained derelict and undeveloped. The three remaining properties (1 – 3 Stryd Glyndwr) on the land have deteriorated significantly due to the lack of maintenance. The land is unsightly, neglected and considered an eyesore by nearby surrounding residents and the local community council. The land is also subject to frequent littering, dog fouling, fly-tipping and attracts antisocial behaviour which has deterred private sector investment.
- 4.3 The Scheme comprises of the refurbishment of three terraced houses (numbers 1 – 3 Stryd Glyndwr) into mixed use including residential development, retail and A3 uses. Residential development is also planned for the vacant plot of land formerly known as 4 Stryd Glyndwr along with a communal garden to serve the residential areas of Stryd Glyndwr, Clos Aberpennar and Clos Glyndwr and provision for off-street car parking. These proposals will improve the economic, social and environmental well-being of the area by:
 - improving the general condition of the land;
 - improving both the negative image and social space of Stryd Glyndwr;
 - creating an attractive environment for residents and visitors to the town along with investment opportunities for the private sector;
 - providing additional residential units to address the shortage of housing accommodation available in the county borough;
 - improving the flow of traffic of the area and safety of residents through the provision of off-street parking;
 - creating a new green space in the heart of the community which will lower housing density and provide a focal point and asset for residents; and

- attracting economically active residents into the area and in turn creating a more balanced, stable and sustainable community.

This will boost the level of activity and vibrancy of the area, therefore supporting regeneration and economic growth in the wider area of Abervally.

- 4.4 From a sustainability perspective, the creation of green space will remove harmful contaminants from the ground and the provision of off-street car parking will result in improvements to the traffic flow which will assist in reducing the level of harmful pollutant emissions from vehicles in area.
- 4.5 Based on the Scheme design and following initial site audit and land searches, four plots (the CPO land) are identified as required along Stryd Glyndwr. The CPO land map is included at Appendix A which also details the principal landowners and plot areas in red edged. The CPO plots are essential to implementing the redevelopment and improvement of this residential area.
- 4.6 The Scheme proposals have been strongly supported by local stakeholders including residents, community groups, community town council, statutory authorities, and businesses. The Council has undertaken technical studies and early engagement with relevant partners to ensure that implementation can be completed by March 2021.
- 4.7 It is critical that the CPO land is acquired by the council by November 2020 to allow sufficient time to complete the Scheme by March 2021. If the CPO is not confirmed due to objection(s), the CPO will be considered either by way of a public inquiry or the exchange of written representations. This can take between six to nine months to resolve. Therefore, the CPO needs to be submitted to the Welsh Ministers in February 2020. The Council's Asset Management Team will continue to negotiate with landowners to acquire land by agreement in tandem with the CPO process.]

5. Options considered

[OUTLINE OPTIONS CONSIDERED e.g.

- 5.1 The Scheme design has been developed in consultation with key stakeholders. Careful consideration has been given to the extent of the land and rights to be included in the CPO and whether it is necessary to include all of these. The site specific circumstances such as existing plot boundaries, site access and present use were taken into account when finalising the Scheme layout.
- 5.2 A public consultation exercise was carried out between June and August 2019 to obtain the views of interested persons, businesses and organisations on the Scheme.

Letters were distributed to local residential and business properties which could be physically affected by the proposals and land required, informing them about the Scheme and offering individual consultations and inviting them to public consultation event in September 2019. The public consultation event was held over a two-day period at the Abervalley Community Centre on 1 and 2 September 2019. At these meetings the implication of the proposals and the potential effect on the individual properties was explained, along with the compulsory purchase process and compensation issues. It was confirmed the Council would prefer to negotiate to acquire the land affected by agreement. The Scheme design was revised following the public consultation feedback in order to address the concerns raised by the local residents. Where feasible, the CPO land area was reduced to address concerns, without compromising the Scheme design.

- 5.3 If the CPO is not made the only way of acquiring the land and interests needed to deliver the Scheme would be by agreement. It is clear however that unless the CPO is made and confirmed, the Council would be unlikely to assemble the land and interests needed within a reasonable timescale to support the Scheme. It is intended to acquire all land interests by agreement if possible but the CPO is a necessary safety precaution. Without the use of compulsory purchase powers there is a significant risk that the regeneration of Stryd Glyndwr and the wider areas of Close Aberpennar and Clos Glyndwr in Abervalley would be significantly delayed or not completed at all. Delivery of the Scheme is reliant on timing and spending the allocated Council funding by the end of March 2021.]

6. Financial and legal impacts and implications

[OUTLINE FINANCIAL AND LEGAL IMPACTS AND IMPLICATIONS OF RECOMMENDED ACTION e.g.

Financial

- 6.1 The acquiring authority has allocated capital funding from existing resources for the initial acquisition of the land. This funding will enable the acquiring authority to complete the compulsory acquisition within the statutory period following confirmation of the CPO. There is an allowance to cover any additional legal costs associated. Valuations are to be carried out to establish the appropriate value which will then be subject to negotiations case by case.

Legal

- 6.2 The compulsory purchase process is governed by law, principally the Acquisition of Land act 1981. There is a public and lawful process which must be followed by the Council to secure the Welsh Ministers' confirmation of the CPO.

- 6.3 Under section 226(1)(a) of the Town and Country Planning Act 1990 the Council has the power, on being authorised to do so by the Welsh Ministers, to acquire compulsorily any land in their area if it thinks the acquisition will facilitate the carrying out of development, re-development or improvement on or in relation to the land. The Council must not exercise the power under section 226(1)(a) unless it thinks the development, re-development or improvement is likely to contribute to the achievement of any one or more of the following objects:
- (a) the promotion or improvement of the economic well-being of their area;
 - (b) the promotion or improvement of the social well-being of their area;
 - (c) the promotion or improvement of the environmental well-being of their area.
- 6.4 The Welsh Ministers will only confirm the CPO if they are satisfied there is a compelling case in the public interest to do so.
- 6.5 The Council has been in contact and initiated discussions with those whose land and interests are required, and are seeking to acquire the land and interests by agreement. These efforts to acquire the land and interests by agreement will continue. However, it is clear that without the use of compulsory purchase powers it will not be possible to acquire all of the required land and interests within a reasonable timeframe.
- 6.6 Those who wish to object to the CPO may do so and are entitled to request a public inquiry be held to consider the case for, and the objections to, the CPO. Those whose land and interests are acquired will be entitled to compensation calculated on the basis of legislation and related case law.
- 6.7 The preparation of a CPO and related documents is a technical and complex area carrying a risk of challenge. The Council will retain experienced legal advice throughout the process.

Planning

- 6.8 The Council (as the acquiring authority) will need to demonstrate the Scheme is unlikely to be blocked by any physical or legal impediments to implementation, for example works requiring planning consent. Where planning permission will be required for a scheme, and permission has yet to be granted, the Council will need to demonstrate to the Welsh Ministers there are no obvious reasons why it might be withheld. The CPO land does not have any significant planning constraints such as a Conservation Area, Listed Buildings, Scheduled Ancient Monument or environmental designations which would prevent public realm and highway improvement works. Formal discussions with the Local Planning Authority have taken place to fully understand the planning material considerations and requirements of the Scheme.

Planning permission for the Scheme was granted on 1 October 2019 (planning application no. 007/19).

Human Rights

- 6.9 Consideration must also be given to the interference of rights protected by the Human Rights Act 1998, including Article 8 (respect for private and family life and home) and Article 1 (the right to peaceful enjoyment of property) of the European Convention on Human Rights. A decision to make a CPO must strike a fair balance between the public interest associated with the regeneration of the land and interference with private rights.
- 6.10 The Council considers that there is a compelling case in the public interest for the exercise of the Council's CPO powers and that as a result any interference with the private rights of those affected as a result of the CPO would be lawful, justified and proportionate.

Equalities and Diversity

- 6.11 The public sector equality duty under section 149 of the Equality Act 2010 requires the Council to have due regard to:
- (i) the need to eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under the Equality Act 2010, and
 - (ii) the need to advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it. "Protected characteristics" are: gender, race and disability, sexual orientation, age, religion or belief, pregnancy and maternity and gender reassignment.
- 6.12 The Council is committed to improving the quality of life for all and wider participation in the economic, educational, cultural, social and community life in the county borough.
- 6.13 The delivery of the Scheme will enhance connectivity with access to housing, jobs, goods and services and improve the infrastructure, facilities and accessibility of the local area.

Publicity

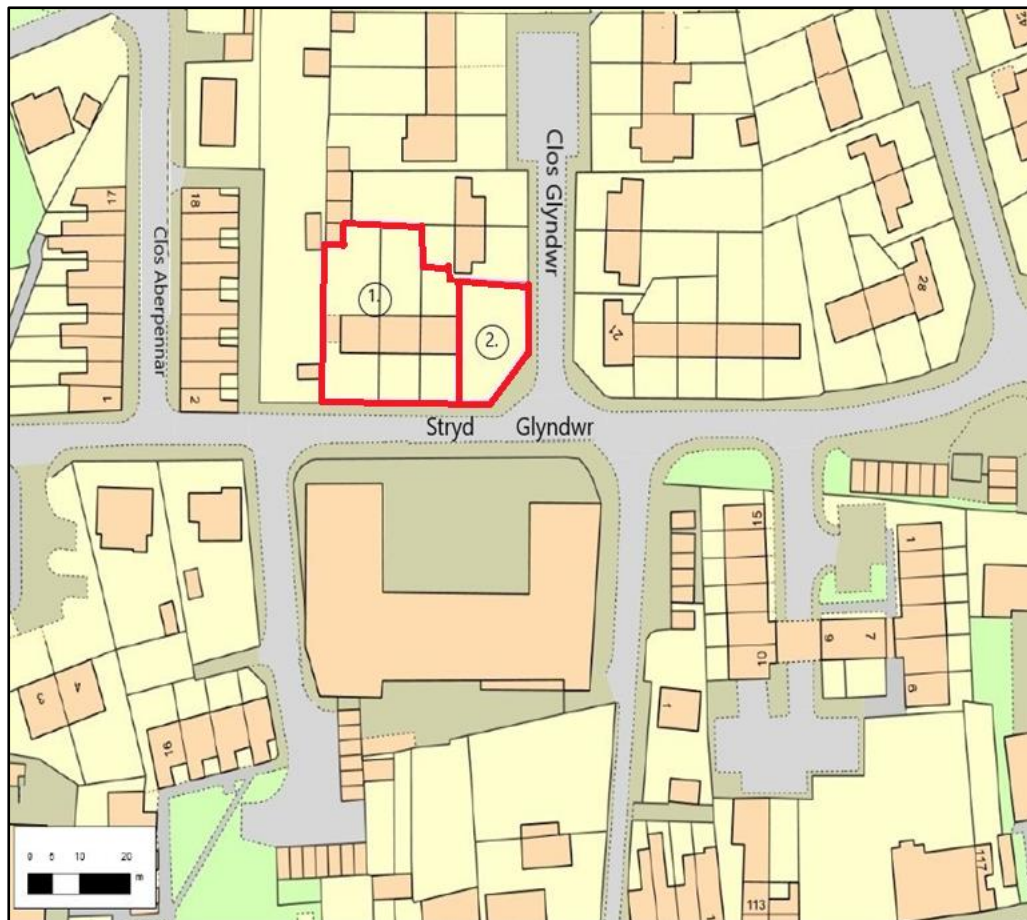
- 6.14 The recommended course of action does not require the carrying out of general consultation. However, compulsory purchase legislation requires the making of the CPO be advertised in local newspapers and via site notices prior to and after confirmation from the Welsh Ministers.
- 6.15 The recommended course of action is not a local issue under the Council's Constitution and consultation with Local Members is not required. However, Local Members have been sent a copy of this report for information.]

7. Appendices and background documents

[INSERT RELEVANT DOCUMENTS/PLANS ETC e.g.

Appendix	Title
A	CPO Plan, Schedule of Plots and Area
B	Statement of Reasons
C	Relevant correspondence/inspection reports

Appendix A – CPO Plan, Schedule of Plots and Area



Plot number of map	Extent, description and situation of the land	Details of owners or reputed owners
1	All interests in 400 square metres of derelict land known as 1, 2 and 3 Stryd Glyndwr	ABC Limited, Enterprise Centre, Park Road, Abervalley AB1 2CD
2	All interests in 69 square metres of grazing land known as number 4 Stryd Glyndwr located opposite number 21 Stryd Glyndwr and on the junction with Clos Glyndwr	Ryan Tedbury, 66 Bryn Hill Abervalley AB1 3CD

Appendix B – [ATTACH A COPY OF THE STATEMENT OF REASONS]

Appendix C – [ATTACH COPIES OF RELEVANT CORRESPONDENCE/SITE
INSPECTION REPORTS]

Appendix 5 - Example of a Resolution to Make a CPO Report (Delegated to Officer Decision)

OFFICER DECISION: REPORT

ADDRESSED TO: [John Maher, Director for Housing, Planning and Regeneration]

PREPARED BY: [Stryd Glyndwr Lead Project Manager]

TITLE OF REPORT: [Request to Make a Compulsory Purchase Order in Respect of Land at 1 – 4 Stryd Glyndwr, Abervalley]

PROPOSAL: [**The recommended decision is:**

- (i) To make a compulsory purchase order (CPO) in respect of the land known as 1-4 Stryd Glyndwr and the CPO be submitted to the Welsh Ministers for confirmation.

The reason for the recommended decision is:

- (ii) The land known as 1-4 Stryd Glyndwr is unlikely to be improved or returned to beneficial use or occupation within a reasonable timescale. Since there is no real prospect of the land being returned to residential use voluntarily by the current land owners, acquisition of the land and the corresponding interests through the making of a CPO to facilitate the redevelopment and improvement of the land at Stryd Glyndwr and the wider the residential area comprising of Close Aberpennar and Clos Glyndwr in Abervalley is the most effective course of action where the land and third party interests cannot be acquired through private treaty negotiations by the Council's Asset Management Team.]

1. Purpose

[OUTLINE PURPOSE OF REPORT e.g.

1.1 This report is to ensure a proper and reasonable decision can be taken on the above proposal and:

- (a) contains and appends all the information necessary to make a proper decision;
- (b) contains and append all the advice given in relation to the proposal; and
- (c) has been prepared in accordance with the Council's Specific Delegations to Officers.]

2. Background

[OUTLINE BACKGROUND TO RECOMMENDED ACTION e.g.

- 2.1 The redevelopment and improvement of land at Stryd Glyndwr (the Scheme) will remove an impediment to the regeneration of the wider residential areas of Close Aberpennar and Clos Glyndwr in Abervally which form part of the *Abervally Town Centre Regeneration Framework* (2015). The Framework identifies key residential areas in Abervally where regeneration investment is required, this includes the area covering Stryd Glyndwr, Close Aberpennar and Clos Glyndwr which rank highly in the Wales Index of Multiple Deprivation. The Scheme will involve improvements to the condition of the land which is currently of serious detriment to the visual amenity of the residential areas of Stryd Glyndwr, Clos Aberpennar and Clos Glyndwr. This will be achieved through the refurbishment of existing derelict properties on the land, the provision of additional residential units to address the shortage of housing accommodation available in the county borough, improvements to the flow of traffic of the area through provision of off-street parking, and the creation of new green space. The Council is intending to undertake the Scheme implementation from January 2021 to March 2022.
- 2.2 The Council is committed to the regeneration of its key settlements through the Cwm County Council 2018 – 2022 Corporate Plan “*Taking Us Forward*” and a capital budget of £1.5M has been over the next two financial years (2020/21 – 2021/22) for Investment in Regeneration. It is estimated the development cost for the Scheme will be up to £450k.
- 2.3 To realise the full benefits of the Scheme and implement fully compliant comprehensive improvements for the wider community, interests in private land are required on the land at Stryd Glyndwr.
- 2.4 The purpose for which the land is being acquired fits with the *Abervally Town Centre Regeneration Framework* (2015) and the Cwm County Council 2018 – 2022 Corporate Plan “*Taking Us Forward*”. The land is allocated for mix usage in the adopted Cwm County Council Local Development Plan (LDP) 2015 – 2030 and accords with Planning Policy Wales.
- 2.5 The Council's Asset Management Team has contacted landowners and others with interests in the land where they could be identified to acquire the land by private treaty in order to facilitate acquisition of the land and interests required to deliver the Scheme. This process is ongoing and discussions are under way with a view to acquiring the necessary land interests and rights to deliver the Scheme by agreement.

However, some landowners/interested parties have not responded to the Council's approaches. Given this position, the Council is of the view it may not be possible to acquire all the necessary interests or land by negotiation in time to deliver the Scheme. As a result, the authority to proceed with making a CPO is required which will continue in tandem with negotiations with the landowners/interested parties to acquire the land by agreement.]

3. Reasons for recommendations

[OUTLINE REASONS FOR RECOMMENDED ACTION e.g.

- 3.1 The Scheme will involve the redevelopment and improvement of land known as 1-4 Stryd Glyndwr which will have a positive impact on the wide residential areas of Close Aberpennar and Clos Glyndwr in Abervally. The land is situated in the residential area of Stryd Glyndwr and identified as property numbers 1 – 3, grazing land known as number 4 Stryd Glyndwr, and vacant scrub land adjacent to land known as number 4 Stryd Glyndwr. The existing uses on the land mainly comprises of three derelict, empty properties (numbers 1 – 3 Stryd Glyndwr) with the eastern part of the land being vacant and used for occasional grazing uses.
- 3.2 The land is in poor condition and was previously occupied by four residential properties. Three of the properties remaining on site have been unoccupied since 2000 and one of the properties (4 Stryd Glyndwr) suffered extensive fire damaged in 2005 and was demolished in 2006. The site of the former property has remained derelict and undeveloped. The three remaining properties (1 – 3 Stryd Glyndwr) on the land have deteriorated significantly due to the lack of maintenance. The land is unsightly, neglected and considered an eyesore by nearby surrounding residents and the local community council. The land is also subject to frequent littering, dog fouling, fly-tipping and attracts antisocial behaviour which has deterred private sector investment.
- 3.3 The Scheme comprises of the refurbishment of three terraced houses (numbers 1 – 3 Stryd Glyndwr) into mixed use including residential development, retail and A3 uses. Residential development is also planned for the vacant plot of land formerly known as 4 Stryd Glyndwr along with a communal garden to serve the residential areas of Stryd Glyndwr, Clos Aberpennar and Clos Glyndwr and provision for off-street car parking. These proposals will improve the economic, social and environmental well-being of the area by:
 - improving the general condition of the land;
 - improving both the negative image and social space of Stryd Glyndwr;
 - creating an attractive environment for residents and visitors to the town along with investment opportunities for the private sector;

- providing additional residential units to address the shortage of housing accommodation available in the county borough;
- improving the flow of traffic of the area and safety of residents through the provision of off-street parking;
- creating a new green space in the heart of the community which will lower housing density and provide a focal point and asset for residents; and
- attracting economically active residents into the area and in turn creating a more balanced, stable and sustainable community.

This will boost the level of activity and vibrancy of the area, therefore supporting regeneration and economic growth in the wider area of Abervally.

- 3.4 From a sustainability perspective, the creation of green space will remove harmful contaminants from the ground and the provision of off-street car parking will result in improvements to the traffic flow which will assist in reducing the level of harmful pollutant emissions from vehicles in area.
- 3.5 Based on the Scheme design and following initial site audit and land searches, four plots (the CPO land) are identified as required along Stryd Glyndwr. The CPO land map is included at Appendix A which also details the principal landowners and plot areas in red edged. The CPO plots are essential to implementing the redevelopment and improvement of this residential area.
- 3.6 The Scheme proposals have been strongly supported by local stakeholders including residents, community groups, community town council, statutory authorities, and businesses. The Council has undertaken technical studies and early engagement with relevant partners to ensure that implementation can be completed by March 2021.
- 3.7 It is critical that the CPO land is acquired by the council by November 2020 to allow sufficient time to complete the Scheme by March 2021. If the CPO is not confirmed due to objection(s), the CPO will be considered either by way of a public inquiry or the exchange of written representations. This can take between six to nine months to resolve. Therefore, the CPO needs to be submitted to the Welsh Ministers in February 2020. The Council's Asset Management Team will continue to negotiate with landowners to acquire land by agreement in tandem with the CPO process.]

4. Options considered

[OUTLINE OPTIONS CONSIDERED e.g.

- 4.1 The Scheme design has been developed in consultation with key stakeholders. Careful consideration has been given to the extent of the land and rights to be included in the CPO and whether it is necessary to include all of these. The site specific circumstances such as existing plot boundaries, site access and present use were taken into account when finalising the Scheme layout.
- 4.2 A public consultation exercise was carried out between June and August 2019 to obtain the views of interested persons, businesses and organisations on the Scheme. Letters were distributed to local residential and business properties which could be physically affected by the proposals and land required, informing them about the Scheme and offering individual consultations and inviting them to public consultation event in September 2019. The public consultation event was held over a two-day period at the Abervalley Community Centre on 1 and 2 September 2019. At these meetings the implication of the proposals and the potential effect on the individual properties was explained, along with the compulsory purchase process and compensation issues. It was confirmed the Council would prefer to negotiate to acquire the land affected by agreement. The Scheme design was revised following the public consultation feedback in order to address the concerns raised by the local residents. Where feasible, the CPO land area was reduced to address concerns, without compromising the Scheme design.
- 4.3 If the CPO is not made the only way of acquiring the land and interests needed to deliver the Scheme would be by agreement. It is clear however that unless the CPO is made and confirmed, the Council would be unlikely to assemble the land and interests needed within a reasonable timescale to support the Scheme. It is intended to acquire all land interests by agreement if possible but the CPO is a necessary safety precaution. Without the use of compulsory purchase powers there is a significant risk that the regeneration of Stryd Glyndwr and the wider areas of Close Aberpennar and Clos Glyndwr in Abervalley would be significantly delayed or not completed at all. Delivery of the Scheme is reliant on timing and spending the allocated Council funding by the end of March 2021.]

5. Financial and legal impacts and implications

[OUTLINE FINANCIAL AND LEGAL IMPACTS AND IMPLICATIONS OF RECOMMENDED ACTION e.g.

Financial

- 5.1 The acquiring authority has allocated capital funding from existing resources for the initial acquisition of the land. This funding will enable the acquiring authority to complete the compulsory acquisition within the statutory period following confirmation of the CPO. There is an allowance to cover any additional legal costs associated. Valuations are to be carried out to establish the appropriate value which will then be subject to negotiations case by case.

Legal

- 5.2 The compulsory purchase process is governed by law, principally the Acquisition of Land act 1981. There is a public and lawful process which must be followed by the Council to secure the Welsh Ministers' confirmation of the CPO.
- 5.3 Under section 226(1)(a) of the Town and Country Planning Act 1990 the Council has the power, on being authorised to do so by the Welsh Ministers, to acquire compulsorily any land in their area if it thinks the acquisition will facilitate the carrying out of development, re-development or improvement on or in relation to the land. The Council must not exercise the power under section 226(1)(a) unless it thinks the development, re-development or improvement is likely to contribute to the achievement of any one or more of the following objects:
- (a) the promotion or improvement of the economic well-being of their area;
 - (b) the promotion or improvement of the social well-being of their area;
 - (c) the promotion or improvement of the environmental well-being of their area.
- 5.4 The Welsh Ministers will only confirm the CPO if they are satisfied there is a compelling case in the public interest to do so.
- 5.5 The Council has been in contact and initiated discussions with those whose land and interests are required, and are seeking to acquire the land and interests by agreement. These efforts to acquire the land and interests by agreement will continue. However, it is clear that without the use of compulsory purchase powers it will not be possible to acquire all of the required land and interests within a reasonable timeframe.
- 5.6 Those who wish to object to the CPO may do so and are entitled to request a public inquiry be held to consider the case for, and the objections to, the CPO.

Those whose land and interests are acquired will be entitled to compensation calculated on the basis of legislation and related case law.

- 5.7 The preparation of a CPO and related documents is a technical and complex area carrying a risk of challenge. The Council will retain experienced legal advice throughout the process.

Planning

- 5.8 The Council (as the acquiring authority) will need to demonstrate the Scheme is unlikely to be blocked by any physical or legal impediments to implementation, for example works requiring planning consent. Where planning permission will be required for a scheme, and permission has yet to be granted, the Council will need to demonstrate to the Welsh Ministers there are no obvious reasons why it might be withheld. The CPO land does not have any significant planning constraints such as a Conservation Area, Listed Buildings, Scheduled Ancient Monument or environmental designations which would prevent public realm and highway improvement works. Formal discussions with the Local Planning Authority have taken place to fully understand the planning material considerations and requirements of the Scheme. Planning permission for the Scheme was granted on 1 October 2019 (planning application no. 007/19).

Human Rights

- 5.9 Consideration must also be given to the interference of rights protected by the Human Rights Act 1998, including Article 8 (respect for private and family life and home) and Article 1 (the right to peaceful enjoyment of property) of the European Convention on Human Rights. A decision to make a CPO must strike a fair balance between the public interest associated with the regeneration of the land and interference with private rights.
- 5.10 The Council considers that there is a compelling case in the public interest for the exercise of the Council's CPO powers and that as a result any interference with the private rights of those affected as a result of the CPO would be lawful, justified and proportionate.

Equalities and Diversity

- 5.11 The public sector equality duty under section 149 of the Equality Act 2010 requires the Council to have due regard to:
- (i) the need to eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under the Equality Act 2010, and

- (ii) the need to advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it. “Protected characteristics” are: gender, race and disability, sexual orientation, age, religion or belief, pregnancy and maternity and gender reassignment.

5.12 The Council is committed to improving the quality of life for all and wider participation in the economic, educational, cultural, social and community life in the county borough.

5.13 The delivery of the Scheme will enhance connectivity with access to housing, jobs, goods and services and improve the infrastructure, facilities and accessibility of the local area.

Publicity

5.14 The recommended course of action does not require the carrying out of general consultation. However, compulsory purchase legislation requires the making of the CPO be advertised in local newspapers and via site notices prior to and after confirmation from the Welsh Ministers.

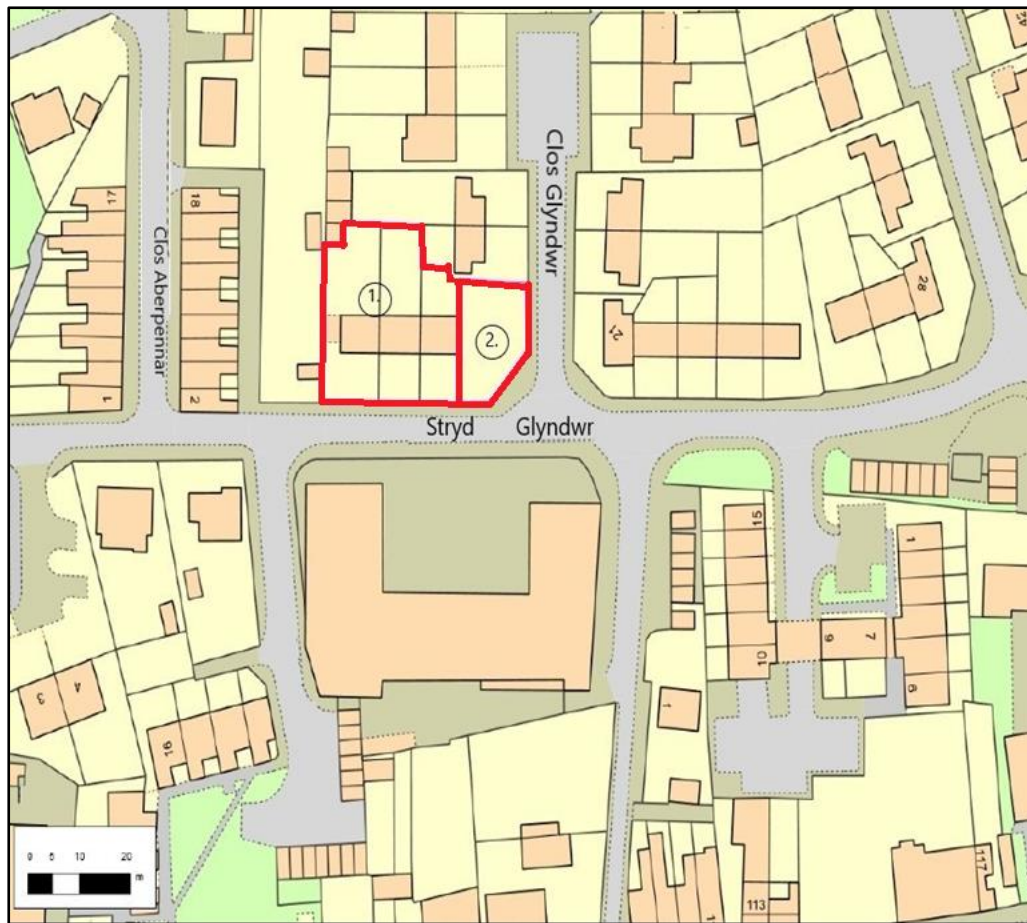
5.15 The recommended course of action is not a local issue under the Council’s Constitution and consultation with Local Members is not required. However, Local Members have been sent a copy of this report for information.]

6. Appendices and background documents

[INSERT RELEVANT DOCUMENTS/PLANS ETC e.g.

Appendix	Title
A	CPO Plan, Schedule of Plots and Area
B	Statement of Reasons
C	Relevant correspondence/inspection reports

Appendix A – CPO Plan, Schedule of Plots and Area



Plot number of map	Extent, description and situation of the land	Details of owners or reputed owners
1	All interests in 400 square metres of derelict land known as 1, 2 and 3 Stryd Glyndwr	ABC Limited, Enterprise Centre, Park Road, Abervalley AB1 2CD
2	All interests in 69 square metres of grazing land known as number 4 Stryd Glyndwr located opposite number 21 Stryd Glyndwr and on the junction with Clos Glyndwr	Ryan Tedbury, 66 Bryn Hill Abervalley AB1 3CD

Appendix B – [ATTACH A COPY OF THE STATEMENT OF REASONS]

Appendix C – [ATTACH COPIES OF RELEVANT CORRESPONDENCE/SITE
INSPECTION REPORTS]

Appendix 6 - Example of a Statement of Reasons for a Vacant Land Town and Country Planning Act 1990 CPO

**THE [*INSERT TITLE OF CPO* E.G. CWM COUNTY COUNCIL
(REDEVELOPMENT OF LAND AT 1 – 4 STRYD GLYNDWR
ABERVALLEY) COMPULSORY PURCHASE ORDER 2020]
THE [*INSERT TITLE OF LEGISLATION* E.G. TOWN AND COUNTRY
PLANNING ACT 1990
THE LOCAL GOVERNMENT (MISCELLANEOUS PROVISIONS) ACT 1976]
AND THE ACQUISITION OF LAND ACT 1981**

Statement of Reasons

[INSERT DATE]

1 Introduction

- 1.1 [INSERT TITLE OF ACQUIRING AUTHORITY e.g. Cwm County Council] of [INSERT ADDRESS OF ACQUIRING AUTHORITY e.g. Cwm Valley Business Estate, Abervalley, AB1 9CD] (“the acquiring authority”) has made the compulsory purchase order (“CPO”) under section [INSERT SECTION NUMBER e.g. 226(1)(a)] of the [INSERT TITLE AND DATE OF THE ACT AUTHORISING COMPULSORY PURCHASE e.g. Town and Country Planning Act 1990 (“TCPA 1990”) (as amended)] and the Acquisition of Land Act 1981.
- 1.2 [INSERT PURPOSE OF CPO IN LINE WITH WORDING OF THE ACT AUTHORISING COMPULSORY PURCHASE e.g. The purpose of the CPO is to facilitate the redevelopment and improvement] of the CPO land described in paragraph x below and to implement the CPO scheme. [INSERT WORDING OF THE ACT AUTHORISING COMPULSORY PURCHASE e.g. The acquiring authority is confident the CPO scheme will improve the social, economic and environmental well-being] of the [DESCRIBE AREA e.g. the residential area comprising of Stryd Glyndwr, Close Aberpennar and Clos Glyndwr, Abervalley].
- 1.3 [INSERT STATEMENT RELATING TO ACQUIRING RIGHTS OVER LAND e.g. Section 13 of the Local Government (Miscellaneous Provisions) Act 1976 (“LG(MP)A 1976”) enables a local authority to compulsorily acquire new rights over land to enable construction and maintenance works to be carried out to deliver and maintain the CPO scheme].

2 Description of the Compulsory Purchase Order land

- 2.1 The CPO land is situated at [DESCRIBE LOCATION e.g. the residential area of Stryd Glyndwr and identified as property numbers 1 – 3, grazing land known as number 4 Stryd Glyndwr, and vacant scrub land adjacent to land known as number 4 Stryd Glyndwr] and comprises approximately [INSERT SITE AREA AND BRIEF DESCRIPTION OF TOPOGRAPHICAL FEATURES e.g. 519 square metres of flat land]. [INSERT DESCRIPTION OF CURRENT USE[S] e.g. The CPO land mainly comprises of three derelict houses (numbers 1 – 3 Stryd Glyndwr) with the eastern part of the land being vacant and used for occasional grazing uses].
- 2.2 [DESCRIBE NORTHERN BOUNDARY OF THE CPO LAND e.g. The CPO land is bounded to the North by the rear boundaries of property numbers 16 and 18 Clos Glyndwr]. [DESCRIBE SOUTHERN BOUNDARY e.g. The CPO land is bounded to the South the public highway of Stryd Glyndwr].

- 2.3 [DESCRIBE EASTERN BOUNDARY e.g. The Eastern boundary of the CPO land is formed by the public highway of Clos Glyndwr]. [DESCRIBE WESTERN BOUNDARY e.g. the Western boundary of the CPO land is formed by a vacant parcel of land to the rear of property numbers 2 – 18 Clos Aberpennar].
- 2.4 [DESCRIBE ALLOCATION e.g. The CPO land is allocated for a mixed use development] in the [DESCRIBE DEVELOPMENT PLAN DOCUMENT(S) AND DATE e.g. Cwm County Council Local Development Plan (LDP) 2015 - 2030].
- 2.5 [IDENTIFY ANY LAND AND/OR BUILDINGS THAT ARE LISTED OR AN ANCIENT MONUMENT WITHIN THE CPO LAND e.g. There are no listed buildings or scheduled ancient monuments located within the boundaries of the CPO land].
- 2.6 [IDENTIFY ANY PART OF THE CPO LAND THAT IS WITHIN A CONSERVATION AREA e.g. There is no part of the CPO land which is located within a conservation area].
- 2.7 [IDENTIFY ANY LAND AND/OR BUILDINGS THAT ARE IDENTIFIED AS A SPECIAL CATEGORY OF LAND, CROWN LAND, CONSECRATED LAND, RENEWAL AREA, ETC e.g. There are no issues concerning special categories of land, crown land, consecrated land or renewal areas within the CPO land].
- 2.8 [INSERT STATEMENT REGARDING STATUTORY UNDERTAKERS APPARATUS e.g. Equipment and structures of the statutory undertakers will be protected, replaced, diverted, extended or improved as necessary. The land known as number 4 Stryd Glyndwr included within the CPO land is constraint by an easement to allow Telecommunications Cymru access to the northern boundary of the site to maintain its apparatus].
- 2.9 [DESCRIBE CONDITION OF CPO LAND, IDENTIFY HISTORICAL DEVELOPMENT OF THE LAND AND ANY DEVELOPMENT CONSTRAINTS e.g. The CPO land is in poor condition and was previously occupied by four residential properties. Three of the properties remaining on site have been unoccupied since 2000 and one of the properties (4 Stryd Glyndwr) suffered extensive fire damaged in 2005 and was demolished in 2006. The site of the former property has remained derelict and undeveloped. The three remaining properties (1 – 3 Stryd Glyndwr) on the CPO land have deteriorated significantly due to the lack of maintenance. The CPO land is unsightly, neglected and considered an eyesore by nearby surrounding residents and the local community council. The CPO land is also subject to frequent littering, dog fouling, fly-tipping and attracts antisocial behaviour which has deterred private sector investment].

- 2.10 [DESCRIBE THE CURRENT OWNERSHIP ARRANGEMENTS AND EFFORTS TO ACQUIRE THE LAND BY AGREEMENT e.g. The CPO land comprises a [INSERT SIZE OF LAND IN SQUARE METRES e.g. 519 sq. metres] in multiple ownership (i.e. two separate landowners and one rights holder). Several attempts have been made by the acquiring authority to acquire the CPO land by agreement without success. Further details on the attempts by the acquiring authority to acquire the CPO land by agreement is provided below in section 5 below. Single ownership is required to enable development to proceed. Compulsory purchase will enable redevelopment to take place at an early date by providing certainty for programming and will enable the acquiring authority to achieve its objectives. The acquiring authority will continue to attempt to purchase land by agreement.
- 2.11 The extent of the CPO land is illustrated on the CPO map appended to the CPO. Individual plot boundaries and numbers on the CPO map correspond with the Schedule to the CPO.
- 2.12 The land proposed to be acquired is shown coloured [DESCRIBE COLOUR e.g. pink] on the CPO map.
- 2.13 The land where new rights are sought under section 13 of the LG(MP)A 1976 is shown coloured [DESCRIBE COLOUR e.g. blue] on the CPO map.

3 The acquiring authority's purpose

- 3.1 [DESCRIBE THE CHOSEN ENABLING POWER AND EXPLAIN THE USE OF THE POWER e.g. Under section 226(1)(a) of the TCPA 1990 a local authority has the power, on being authorised to do so by the Welsh Ministers, to acquire compulsorily any land in their area if it thinks the acquisition will facilitate the carrying out of development, re-development or improvement on or in relation to the land. The authority must not exercise the power under section 226(1)(a) unless it thinks the development, re-development or improvement is likely to contribute to the achievement of any one or more of the following objects–
- (a) the promotion or improvement of the economic well-being of their area;
 - (b) the promotion or improvement of the social well-being of their area;
 - (c) the promotion or improvement of the environmental well-being of their area].
- 3.2 [OUTLINE PURPOSE FOR SEEKING TO ACQUIRE THE LAND e.g. The purpose of the CPO is to facilitate the redevelopment and improvement] of the CPO land and the wider [DESCRIBE AREA e.g. residential] area of Stryd Glyndwr, Close Aberpennar and Clos Glyndwr and to implement the CPO scheme. The CPO is required to ensure the timely acquisition of land and rights required for the scheme].

3.3 [OUTLINE HOW THE SCHEME PROVIDES A MORE EFFECTIVE USE OF LAND AND AN IMPROVEMENT ON THE EXISTING SITUATION i.e. The benefits from the CPO scheme, which will contribute towards the economic, social and environmental well-being of the area, include the following:

- An improvement in the condition of the land which is of serious detriment to the visual amenity of the residential areas of Stryd Glyndwr, Clos Aberpennar and Clos Glyndwr and which will worsen without appropriate action being taken.
- Remove an impediment to the regeneration of the wider residential area which forms part of the Abervalley Town Centre Regeneration Framework (2015). The Framework identifies key residential areas in Abervalley where regeneration investment is required, this includes the area covering Stryd Glyndwr, Close Aberpennar and Clos Glyndwr which ranks highly in the Wales Index of Multiple Deprivation.
- The land has remained derelict and unused since approximately 2006, and the redevelopment of the land will improve both the negative image and social space of Stryd Glyndwr. It will help create an attractive environment for residents and visitors to the town along with investment opportunities for the private sector.
- Provide additional residential units to address the shortage of housing accommodation available in the county borough.
- Improve the flow of traffic of the area and safety of residents through the off-street parking element of the CPO scheme.
- Create a new green space in the heart of the community which will lower housing density and provide a focal point and asset for residents. The planned refurbishment of the existing properties into a mix of uses and the construction of new housing around the green space will attract economically active residents and create a more balanced, stable and sustainable community.
- Contribute to delivering a safe, attractive and vibrant town which is a priority identified in the Cwm County Council 2018 – 2022 Corporate Plan “*Taking Us Forward*”].

3.4 [DESCRIPTION OF DEVELOPMENT, LAND USES AND ACCOMMODATION BREAKDOWN e.g. The CPO scheme comprises:

- The refurbishment of three terraced houses (numbers 1 – 3 Stryd Glyndwr) to be completed in partnership with a housing association and a private sector developer, into a mixture of: 2 x 2 bedroom apartments, retail units and A3 uses.
- Housing on the vacant plot of land formerly known as 4 Stryd Glyndwr.
- A communal garden to serve the residential areas of Stryd Glyndwr, Clos Aberpennar and Clos Glyndwr.
- Provision for off-street car parking.

The acquiring authority will be working to ensure:

- Owner occupation and/or Registered Social Landlord ownership.
- Since occupancy family housing and good quality apartments.

The acquiring authority's proposals will result in:

- A balanced housing market in terms of type and tenure.
- Increased economically active residents in the area.
- A settled community.
- An attracted environment to live, work and visit.

In drawing up the proposals, regard has been given to the interference with the rights of all those with interests in the CPO land and who would otherwise be affected by the CPO scheme].

- 3.5 [INSERT A DESCRIPTION OF ANY NEW RIGHTS WHICH ARE BEING CREATED, SUCH AS A RIGHT OF ACCESS, AND AN EXPLANATION OF WHY THE NEW RIGHTS ARE NEEDED e.g. In addition to the land required, the implementation of the CPO scheme requires the acquisition a new rights over vacant scrub land on the north-eastern boundary of the CPO land adjacent to land known as number 4 Stryd Glyndwr owned by a third party. The rights are required to secure a right of access to this part of the CPO land without the development cannot be achieved.

The CPO Schedule provides full details of the rights to be acquired in respect to each plot of land however the acquiring authority will continue to seek to acquire the rights by agreement].

- 3.6 [WHERE AN AGREEMENT UNDER SECTION 106 OF THE TCPA 1990 HAS BEEN ENTERED INTO INSERT THE FOLLOWING: “[NAME OF PARTIES] ENTERED INTO AN AGREEMENT UNDER SECTION 106 OF THE TCPA 1990 ON [DATE] PRIOR TO THE ISSUE OF THE PLANNING PERMISSION, TO BIND THE CPO LAND. THE SECTION 106 AGREEMENT SECURED THE FOLLOWING BENEFITS:
(A) [DETAILS OF FINANCIAL OBLIGATIONS.
(B) [DETAILS OF NON-FINANCIAL OBLIGATIONS].”]

Planning policy: national and local

- 3.7 [INSERT THE CASE FOR THE CPO SCHEME WITH REFERENCE TO RELEVANT PLANS AND STRATEGIES, A STATEMENT ABOUT THE PLANNING POSITION OF THE CPO LAND AND HOW THE CPO SCHEME CONFIRMS TO STATUTORY DUTIES e.g. The need for the comprehensive redevelopment of the CPO land is recognised and supported by planning policy at national and local levels as follows: [DETAIL RELEVANT NATIONAL, REGIONAL AND LOCAL PLANNING POLICY e.g.

- Planning Policy Wales (PPW) [INSERT RELEVANT EDITION NUMBER e.g. Edition 10, December 2018)] i.e.
 - Paragraph 2.8 (placemaking);
 - Paragraphs 3.51 – 3.53 (previously developed land including use of compulsory purchase powers);

Paragraphs 4.2.1 and 4.2.17 (housing delivery); and

Paragraphs 4.5.1 and 4.5.7 (recreational spaces).

Paragraph 4.3.34 (mixed uses and primary and secondary shopping areas).

- Strategic area wide policy SEW 2 in the Cwm County Council Local Development Plan (LDP) 2015 – 2030 – Sustainable development. The site meets the LDP's criteria for sustainable development.
- Strategic area wide policy SEW 5 in the Cwm County Council LDP – Key Settlement of Abergallt. SEW 5 focuses on building strong, sustainable and integrated communities in the key settlement of Abergallt. SEW 5 promotes the redevelopment of derelict, vacant land through the regeneration of Abergallt. This will be achieved by the CPO scheme.
- Strategic area wide policy SEW 15 in the Cwm County Council LDP – Promoting a Diverse Economy. The redevelopment and improvement of the CPO land will replace a vacant, derelict site with a mixed-use scheme which will contribute to the regeneration of the key settlement of Abergallt and promote a strong, diverse economy in the settlement.
- Local policy LP 1 in the Cwm County Council LDP – allocation for residential. The redevelopment and improvement of the CPO land to provide additional housing units on the site confirms with the allocation for residential development under local policy LP 1.
- Local policy LP 16 in the Cwm County Council LDP – Stryd Glyndwr. The redevelopment and improvement of the CPO land will support the enhancement of the character and appearance of Stryd Glyndwr which is identified as a priority area in the key settlement of Abergallt.
- Cwm County Council 2018 – 2022 Corporate Plan “*Taking Us Forward*”.
- Abergallt Town Centre Regeneration Framework (2015)].

Planning position

- 3.8 [IF THERE IS AN ACTIVE PLANNING PERMISSION ON THE CPO LAND STATE WHETHER OUTLINE OR FULL AND ON WHAT DATE ISSUED e.g. The CPO scheme was granted outline planning permission under application reference number 007/19 on 1 October 2019 at The Planning Management Committee of 9 September 2019.
- 3.9 The CPO scheme has been considered acceptable when assessed against the acquiring authority's development plan in place at the date of the planning permission and taking into account all other material considerations. A full appraisal of the relevant national, regional and local planning policy considerations relevant to the CPO scheme are set out in the Planning Officer's Report to the Planning Management Committee dated of 9 September 2019, a copy of which is attached at Appendix 1].

Well-being of Future Generations (Wales) Act 2015

- 3.10 [OUTLINE HOW THE CPO SCHEME CONTRIBUTES TO THE SEVEN WELL-BEING GOALS SET OUT BY THE WELL-BEING OF FUTURE GENERATIONS (WALES) ACT 2015 e.g. The CPO scheme makes a direct contribution to the seven well-being goals set out in the Well-being of Future Generations (Wales) Act 2015, in particular:
- 'A healthier Wales': the provision of a communal garden will help maximise the communities' physical and mental well-being;
 - 'A more equal Wales': a mixture of housing association and private sector let residential development will enable local people to fulfil their potential no matter what their socio-economic background or circumstances; and
 - 'A Wales of cohesive communities': the redevelopment and improvement of derelict, vacant land into a mixture of uses will contribute to supporting an attractive, viable, safe and well-connected community].
- 3.11 [OUTLINE HOW REGARD WILL BE HAD TO THE 'FIVE WAYS OF WORKING' CONTAINED IN THE WELL-BEING OF FUTURE GENERATIONS (WALES) ACT 2015 THROUGH THE CPO SCHEME e.g. The CPO scheme is consistent with the sustainable development principle established by the Well-being of Future Generations (Wales) Act 2015 through the five ways of working:
- Long term – the objectives of the CPO scheme, and the actions which will deliver these objectives, are part of a long term vision of enhancing the town of Abervalley and regenerating the residential areas of Stryd Glyndwr, Clos Aberpennar and Clos Glyndwr which is in accordance with the adopted Cwm County Council LDP 2015 - 2030.
 - Prevention – the CPO scheme seeks to address a range of issues to achieve the vision of the acquiring authority and to ensure they do not get worse or reoccur in the future.
 - Integration – the CPO scheme will help deliver a number of objectives identified in: Cwm County Council 2018 – 2022 Corporate Plan "*Taking Us Forward*"; Abervalley Town Centre Regeneration Framework (2015); Cwm County Council LDP 2015 – 2030. This will ensure the approach to regenerating Abervalley is joined-up, integrated and co-ordinated.
 - Collaboration – intrinsic to the delivery of the CPO scheme is collaboration with other public services, third sector organisations, and partners from the private sector.
 - Involvement – the views of the communities in the residential areas of Stryd Glyndwr, Clos Aberpennar and Clos Glyndwr have been sought on the proposals to achieve buy-in to the CPO scheme. The views of the communities have informed the final composition of the CPO scheme and the communities will be involved with the delivery of the CPO scheme as deemed appropriate].

Public Sector Equality Duty

- 3.12 [INSERT A STATEMENT ON HOW THE REQUIREMENTS OF THE PUBLIC SECTOR EQUALITY DUTY ARE BEING TAKEN INTO CONSIDERATION AS PART OF THE CPO PROCESS e.g. All public body acquiring authorities are bound by the Public Sector Equality Duty as set out in section 149 of the Equality Act 2010. As part of the Public Sector Equality Duty, public body acquiring authorities must have due regard to the need to promote equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it.
- 3.13 As part of the CPO process the acquiring authority has given consideration to all the protected characteristics in the Equality Act 2010 through completion of an Equality Analysis (EqA). The EqA has been undertaken to assess the potential impact on people with protected characteristics of the making of the CPO and the implementation of the CPO scheme, in line with the Equality Act 2010. This will ensure any potential impacts of the CPO have been considered and where possible mitigated. In summary, equality of opportunity is being promoted by making sure all CPO documentation is accessible for people with sight problems or learning difficulties and that people have access to advocates or advice.
- 3.14 The EqA will be monitored and reviewed throughout the CPO process to ensure any future impact can be measured and mitigated against as necessary].

4 Third party interests in and rights over the Compulsory Purchase Order Land

- 4.1 [INSERT DETAILS OF PARTIES WITH A QUALIFYING INTEREST IN THE CPO LAND ACQUIRED THROUGH A REFERENCING EXERCISE e.g. The Schedule to the CPO lists all parties with a qualifying interest in the CPO land as defined by section 12(2) of the Acquisition of Land Act 1981 including:
- (a) Owners, lessees, tenants and occupiers of the CPO land.
 - (b) Those with the benefit of rights within the CPO land or restrictive covenants that affect titles that make up the CPO land.
 - (c) All other parties with a power to sell, convey or release an interest or right over the CPO land and any parties entitled to make a compensation claim under section 10 of the Compulsory Purchase Act 1965.
- 4.2 The CPO Schedule has been prepared following an extensive referencing exercise by the acquiring authority and is based upon information gathered through:
- (a) inspection of: Land Registry Title documents; rating records; council tax records; planning records; records (e.g. tenancy schedules) of any private sector partner;

- (b) site inspections and enquiries with occupiers of the land, agents and local authority valuers; and
- (c) responses to notices requiring information issued under section 5A of the Acquisition of Land Act].

4.3 [STATE WHETHER OR NOT THE CPO LAND IS OWNED BY ANOTHER LOCAL AUTHORITY (IF SO, NAME THE LOCAL AUTHORITY), THE NATIONAL TRUST OR WHICH FORMS PART OF A COMMON, OPEN SPACE LAND OR FUEL OR FIELD GARDEN ALLOTMENT e.g. None of the CPO land is owned by another local authority, by the National Trust or which forms part of a common, open space land or fuel or field garden allotment].

4.4 [STATE WHETHER OR NOT ANY OWNERS ARE LISTED AS 'UNKNOWN' IN THE CPO SCHEDULE, IF THEY ARE PROVIDE DETAILS OF THE STEPS TAKEN TO IDENTIFY THE OWNER(S) e.g. There are no owners listed as 'unknown' in the CPO Schedule].

4.5 [STATE WHETHER OR NOT AT THE MAKING OF THE CPO THERE ARE KNOWN UTILITIES COMPANIES WHO WILL BE AFFECTED BY THE CPO SCHEME e.g. At the date of the making of the CPO there is one known utilities company which will be affected by the CPO scheme, this is detailed in the CPO Schedule].

5 Engagement and negotiations with affected parties

5.1 [OUTLINE:

- (A) THE STEPS TAKEN TO NEGOTIATE FOR THE ACQUISITION OF THE LAND BY AGREEMENT; AND
- (B) WHAT ENGAGEMENT HAS BEEN UNDERTAKEN WITH PEOPLE AFFECTED BY THE PROPOSAL AND THE ISSUES OR CONCERNS RAISED. IF PLANS HAVE BEEN ALTERED TO ADDRESS CONCERNS EXPLAIN HOW. ALTERNATIVELY, EXPLAIN WHY IT HAS NOT BEEN ABLE TO ADDRESS SPECIFIC CONCERNS. ALSO EXPLAIN WHAT HAS BEEN DONE TO LESSEN THE IMPACT ON PEOPLE, COMMUNITIES AND BUSINESSES AND/OR TO HELP THEM RELOCATE.

e.g. The acquiring authority is seeking to negotiate with each qualifying person to acquire their interests in the CPO land in order that compulsory acquisition can be avoided. Given the time frame involved in obtaining a CPO, the acquiring authority is planning for and initiating the formal CPO procedures in parallel with negotiations.

5.2 The acquiring authority has previously attempted to acquire interests by agreement through the issuing of letters by recorded delivery to the respective landowners to express concern over the condition of the CPO land, ascertain their intentions and set out the acquiring authority's proposals for the land. Landowners have been informed of the various options available for the disposal or return of the land to beneficial use.

This includes the acquiring authority willing to purchase the land by agreement alongside and throughout the CPO process, and up to possession should the CPO be confirmed.

- 5.3 In relation to the vacant land known as number 4 Stryd Glyndwr, the acquiring authority met with the landowner and their representatives on 29 September 2019 to discuss the potential sale of the site. To demonstrate a willingness to acquire the interest by agreement the acquiring authority proposed a Memorandum of Agreement with the landowner to establish principles for a private sale. However, negotiations for purchasing the land by agreement have proved unsuccessful so far and discussions continue.
- 5.4 On 5 November 2019 the landowners were notified because of the declining condition of the land and complaints received by the Environmental Health Department, the acquiring authority would be seeking to commence the procedure for the compulsory purchase of the CPO land. No responses to this notification have been received from the landowners. As a result, a CPO is required to implement the CPO scheme to redevelop and improve the land.
- 5.5 The acquiring authority has contacted all affected landowners with a view to negotiating an appropriate licence to acquire the new rights prior to the CPO being confirmed. The CPO will nevertheless include and make provision for the necessary acquisition of the reserved rights in case the requisite rights cannot be secured by agreement.
- 5.6 A comprehensive summary of the acquiring authority's engagement with the landowners is included in the Cwm County Council Resolution to Use Compulsory Purchase Powers Report (dated 5 December 2019) which is attached at Appendix 2.
- 5.7 The acquiring authority will continue its attempts to acquire interests by agreement. This will be undertaken alongside and throughout the CPO process, up to possession should the CPO be confirmed.
As there is no certainty all interests can be acquired by agreement, the CPO is necessary to ensure the CPO land can be assembled to deliver the CPO scheme].
- 5.8 [WHERE A CPO SCHEME WILL INVOLVE THE RELOCATION OF BUSINESSES INSERT A STATEMENT ON PROPOSALS FOR RELOCATING BUSINESS TENANTS E.G. "ACQUISITION OF THE INTERESTS WILL AFFECT A NUMBER OF BUSINESSES. DISCUSSIONS WITH BUSINESS OCCUPIERS HAVE TAKEN PLACE SINCE THE ORIGINAL PROPOSALS WERE THE SUBJECT OF CONSULTATION AND A NUMBER OF TENANTS ARE DISCUSSING RELOCATION. IN SOME CASES THE ACQUIRING AUTHORITY IS SEEKING TO AGREE RELOCATION ARRANGEMENTS. THE ACQUIRING AUTHORITY IS SUPPORTIVE OF ASSISTING THOSE SEEKING RELOCATION AND DISCUSSIONS CONTINUE.

FURTHER INFORMATION CAN BE OBTAINED FROM THE ACQUIRING AUTHORITY: [CONTACT DETAILS].”]

5.9 [WHERE STATUTORY UNDERTAKERS WILL BE AFFECTED BY A CPO INSERT A STATEMENT ON THE STEPS TAKEN TO PROTECT THEIR INTEREST E.G. *“THE ACQUIRING AUTHORITY HAS IDENTIFIED ALL THE STATUTORY UNDERTAKERS AFFECTED BY THE CPO IN ORDER TO ENTER INTO AGREEMENTS TO PROTECT OR, IF NECESSARY, RELOCATE THEIR EQUIPMENT OR SERVICES. DISCUSSIONS ARE PROGRESSING WITH THEM.”*]

5.10 [WHERE CPO LAND IS OWNED BY ANOTHER LOCAL AUTHORITY OR THE NATIONAL TRUST, PROVIDE A STATEMENT ON THE NEGOTIATIONS BEING UNDERTAKEN E.G. *DISCUSSIONS ARE ONGOING WITH [NAME OF LOCAL AUTHORITY] AND/OR THE NATIONAL TRUST IN RESPECT OF THEIR LAND. NEGOTIATIONS CAN BE SUMMARISED AS FOLLOWS: ...*

IF AN OBJECTION IS MADE BY [A STATUTORY UNDERTAKER] [A LOCAL AUTHORITY] [THE NATIONAL TRUST] ANY CONFIRMATION OF THE CPO BY THE WELSH MINISTERS WILL BE SUBJECT TO SPECIAL SENEDD PROCEDURE.”]

5.11 [WHERE A CPO LAND INVOLVES COMMON LAND, OPEN SPACE OR ALLOTMENT LAND, STATE A CERTIFICATE UNDER SECTION 19 OF THE ACQUISITION OF LAND ACT 1981 IS REQUIRED FROM THE WELSH MINISTERS TO AUTHORISE ITS ACQUISITION THROUGH THE CPO. ALSO, THAT CONFIRMATION WILL BE SUBJECT TO SPECIAL SENEDD PROCEDURE UNLESS THE WELSH MINISTERS CERTIFY ONE OF THE THREE EXCEPTIONS APPLIES UNDER SECTION 19 OF THE ACQUISITION OF LAND ACT 1981. IDENTIFY ANY SUCH LAND AND STATE THE GROUNDS OF THE APPLICATION].

Consultations

5.12 [INSERT DETAILS OF THE CONSULTATION UNDERTAKEN TO INFROM THE CPO SCHEME e.g. The development of the CPO scheme has involved an ongoing process of consultation with statutory authorities, specialists, and local community groups.

5.13 An extensive consultation exercise was undertaken between June and August 2019 regarding the CPO scheme. Ninety people attended a public exhibition and preview evening, forty-five completed questionnaires were returned, and 50 letters were received from individuals, interested groups, and community councils. The public information exhibitions were held over a two-day period at the Abervally Community Centre on 1 and 2 September 2019.

- 5.14 The Abervalley Town Centre Forum has acted as a primary vehicle for community liaison and included representatives of a range of community groups and elected members to discuss key issues in the evolution of the CPO scheme. It is intended that the Abervalley Town Centre Forum will continue to meet regularly throughout the pre-construction and construction period to review progress made on implementing the CPO scheme.
- 5.15 The CPO scheme details were presented to the Design Commission for Wales and their comments were considered in the development of the scheme.
- 5.16 Landowners and people whose properties or private means of accesses would be directly affected by both the implementation and operation of the CPO scheme were contacted and informed about the details of the proposed scheme].

6 Justification for the use of compulsory purchase powers

- 6.1 [INSERT A STATEMENT JUSTIFYING THE USE OF ITS COMPULSORY PURCHASE POWERS, INCLUDING THE PUBLIC BENEFIT OF THE PROPOSED CPO SCHEME AND HOW IT HAS BEEN WEIGHED AGAINST THE IMPACT ON THE PEOPLE AFFECTED. ALSO, WHERE A RANGE OF USES ARE PROPOSED AS PART OF A CPO SCHEME EXPLAIN WHY THE ENABLING COMPULSORY PURCHASE POWER WAS CHOSEN e.g. Under section 226(1)(a) of the TCPA 1990 the acquiring authority has the power, on the authority of the Welsh Ministers, to acquire compulsorily any land in their area which will facilitate the carrying out of development, redevelopment or improvement on or in relation to the land providing it is likely to contribute to the achievement of the promotion or improvement of either the:
- (a) economic well-being of their area;
 - (b) social well-being of their area; or
 - (c) environmental well-being of their area.
- 6.2 The acquiring authority proposes, through the use of its compulsory purchase powers, to redevelop and improve an unsightly, neglected and derelict parcel of land for the purpose of delivering a mixed-use scheme to improve the economic, social and environmental well-being of the communities of Stryd Glyndwr, Clos Aberpennar and Clos Glyndwr. The CPO scheme will increase the residential offer in the area, provide employment opportunities, improve the public realm and develop an area of public space which will add social value for residents, shoppers and visitors.
- 6.3 As the current landowners have left the CPO land in an abandoned and vacant state, anti-social activities and public nuisance on the site have increased to the detriment of the communities living nearby.

The acquiring authority therefore considers there is a compelling case in the public interest for the compulsory acquisition of the land and rights over the land which outweighs private land interests.

- 6.4 Due to the range of uses proposed as part of the CPO scheme, the acquiring authority considers no other single specific compulsory purchase power would be appropriate].
- 6.5 [INSERT A STATEMENT THAT THE LAND SUBJECT TO COMPULSORY PURCHASE IS THE MINIMUM REQUIRED FOR THE SCHEME e.g. The land the subject of the CPO represents the minimum necessary to deliver the proposed CPO scheme. The acquiring authority has given careful consideration to the need to include each parcel of land and each new right within the CPO land. Without ownership and control of the entire CPO land it is not possible to deliver the comprehensive CPO scheme as currently proposed and permitted. A smaller site or smaller version of the CPO scheme would not achieve the environmental, social and economic benefits associated with the CPO scheme. The acquiring authority considers there are no suitable viable or available alternative sites].
- 6.6 [INSERT RELEVANT INFORMATION SPECIFIC TO THE PURPOSE OF THE CPO (E.G. CRIME REPORTS OR ENVIRONMENTAL STUDIES) e.g. The Police Authority for Abervally have produced a number of Crime Reports for indecent which have occurred on the CPO land including:
- Break-ins at the property numbers 1 – 3 Stryd Glyndwr (June 2001);
 - Vandalism at the property number 4 Stryd Glyndwr (May 2002);
 - Break-in at the property number 4 Stryd Glyndwr (January 2004);
 - Fire damage at the property number 4 Stryd Glyndwr (September 2005);
 - Vandalism at the properties at numbers 1 – 3 Stryd Glyndwr (April 2006).

The acquiring authority has been required to use its statutory powers under the Building Act 1984 and TCPA 1990 on at least ten occasions between 2000 and 2018 in the interests of public safety to undertake urgent physical works. This includes securing the site, demolishing the property at number 4 Stryd Glyndwr, and making good the floor slabs. This is considered an on-going issue for the acquiring authority].

- 6.7 [INSERT A STATEMENT ON THE CONSEQUENCES OF NOT DELIVERING THE CPO SCHEME e.g. Failure to provide the CPO scheme will result in a further decline in the physical state of the CPO land and continuing anti-social behaviour in the area. The negative image contributed to the area will remain. There is also a risk of further enforcement action having to be taken by the acquiring authority in order to make safe the three empty, derelict properties on the CPO land].

- 6.8 [WHERE ANY VIEWS HAVE BEEN EXPRESSED BY A GOVERNMENT DEPARTMENT ABOUT THE PROPOSED DEVELOPMENT OF THE CPO LAND INSERT DETAILS OF SUCH VIEWS.]
- 6.9 [IF THE MINING CODE HAS BEEN INCLUDED, INSERT REASONS FOR DOING SO].
- 6.10 [WHERE A IS CPO IS MADE UNDER THE HOUSING ACTS PROVIDE INFORMATION REQUIRED IN LIGHT OF WELSH GOVERNMENT POLICY STATEMENTS E.G. CPOS MADE UNDER PART 9 OF THE 1985 ACT REQUIRE A STATEMENT OF UNFITNESS WHERE UNFIT BUILDINGS ARE BEING ACQUIRED].

Consideration of Human Rights

- 6.11 [INSERT A STATEMENT ON HOW HUMAN RIGHTS HAVE BEEN TAKEN INTO CONSIDERATION I.E. ARTICLE 1 (AND WHERE APPROPRIATE ARTICLE 8) OF THE ECHR e.g. In considering the use of its compulsory purchase powers, the acquiring authority has taken into account and considered the provisions of The First Protocol to the European Convention on Human Rights ("ECHR"). In particular, Article 1 of the First Protocol of the ECHR which provides for the right to the peaceful enjoyment of a person's possessions and protection of property. It is acknowledged compulsory purchase will not breach these Human Rights where it:

- Is authorised by law;
- Is proportionate;
- Can be demonstrated to be in the public interest; and
- Landowners and others with an interest in the land are appropriately compensated.

The acquiring authority considers there is a compelling case in the public interest for the compulsory acquisition of the CPO land and rights as it will bring benefits to residents and businesses in the surrounding areas of Stryd Glyndwr, Close Aberpennar and Clos Glyndwr which could not be achieved by agreement. Also, that the compulsory acquisition outweighs the loss which will be suffered by the existing landowners. The CPO follows existing legislative provisions in respect of the making of CPOs and the payment of compensation and, as such, the acquiring authority considers these to be compatible with the ECHR. In the absence of an agreement, the payment of compensation will be settled by a referral to the Upper Tribunal (Lands Chamber)].

7 Deliverability

Delivery plans

- 7.1 [INSERT STATEMENTS ON.....The acquiring authority intends to acquire all the interests in the CPO land (unless it is expressly stated in the CPO Schedule) either by agreement or by exercising its compulsory purchase powers as set out in this statement. The acquiring authority will pursue the acquisition of all qualifying interests in accordance with the Acquisition of Land Act 1981 to secure the implementation of the CPO scheme. The acquiring authority considers the interests and rights in the CPO land currently vested in third parties do not present an impediment to the deliverability of the CPO scheme if the correct statutory procedures are followed.
- 7.2 The Acquiring Authority are keen to commence the CPO scheme as soon as reasonably practicable.
The present intention is for construction to commence in 2020 with an anticipated build of around 2 years.
- 7.3 [INSERT WHETHER OR NOT THERE ARE ANY OBSTACLES, POTENTIAL BARRIERS OR TIME CONSTRAINTS TO BE OVERCOME AND ANY PRIOR CONSENT NEEDED BEFORE THE CPO SCHEME CAN BE IMPLEMENTED E.G. NEED FOR A WASTE MANAGEMENT LICENCE e.g. As outline planning permission has been obtained for the CPO scheme it is not anticipated there will be any planning impediments to the scheme proceeding. There are no specific time constraints on the timetable for development other than the acquisition of all third party interests].
- 7.4 [INSERT DETAILS OF ANY RELATED CPO, APPLICATION OR APPEAL WHICH MAY REQUIRE A CO-ORDINATED DECISION BY THE WELSH MINISTERS I.E. A CPO MADE UNDER OTHER POWERS, A PLANNING APPEAL/APPLICATION, ROAD CLOSURE, LISTED BUILDING OR CONSERVATION AREA CONSENT APPLICATION].
- 7.5 [WHERE THE CPO SCHEME WILL BE DELIVERED IN PARTNERSHIP WITH A DEVELOPMENT PARTNER INSERT DETAILS OF THE ARRANGEMENTS E.G. “*THE ACQUIRING AUTHORITY HAS ENTERED INTO A [DESCRIBE CONTRACTUAL ARRANGEMENT] WITH ITS DEVELOPMENT PARTNER TO [SUMMARISE PURPOSE OF CONTRACTUAL ARRANGEMENT]. UNDER THE TERMS OF THIS AGREEMENT, [SUMMARISE TERMS]*”].

Funding

- 7.6 In the event of the CPO being confirmed by the Welsh Ministers, the assessment of compensation will be in accordance with the “compensation code” where the CPO scheme will be cancelled on the valuation date and the assessment undertaken on a ‘no-scheme world’ basis. The acquiring authority is committed to the regeneration of its key settlements and has a capital budget of £1.5M over the next two financial years (2020/21 – 2021/22) for Investment in Regeneration. It is estimated the development cost for the CPO, based on the ‘no-scheme world’ principle, will be up to £450k. The acquiring authority has allocated capital funding from existing resources for the initial acquisition of the land. This funding will enable the acquiring authority to complete the compulsory acquisition within the statutory period following confirmation of the CPO.
- 7.7 The CPO scheme, which will be cancelled for the purposes of assessing compensation, is as follows:
- refurbishment of three terraced houses into a mix use i.e. residential, retail and A3;
 - new residential development on a vacant plot of land;
 - an area of green space; and
 - off-street car parking.
- 7.8 In summary, the acquiring authority is satisfied that there are no financial, physical, planning or legal impediments to the CPO scheme proceeding and there is a reasonable prospect it will proceed].

8 Publicity

Deposit Points

- 8.1 [PROVIDE A LIST OF ANY DOCUMENTS, MAPS AND PLANS HAVE BEEN MADE PUBLICLY AVAILABLE AND/OR DETAILS OF WHERE PEOPLE CAN SEE THESE DOCUMENTS WHICH EXPLAIN THE ACQUIRING AUTHORITY’S CPO SCHEME e.g. Copies of the:
- (a) made CPO (including Schedules),
 - (b) accompanying CPO Map, and
 - (c) site location plan
- may be inspected free of charge at the following deposit point:

Cwm County Council Offices HQ
Beth Industrial Estate,
Abervalley
AB1 8UJ

Please note, the Cwm County Council Offices HQ building opening hours are Monday to Friday (09:00 – 17:00) (excluding bank holidays).

- 8.2 Additional copies of the published information may be obtained from the Welsh Government and all available documents and information can be viewed on the acquiring authority's website:
[\[www.ccc.gov.wales\]](http://www.ccc.gov.wales).

Lodging support or objections to the compulsory purchase order

- 8.3 [OUTLINE HOW PEOPLE MAY LODGE SUPPORT OR AN OBJECTION TO THE CPO e.g. Any person wishing to support or object to the CPO may do so by writing to the Welsh Ministers at the following address, quoting reference number APP:11111/20 and stating the grounds of objection:

The Planning Inspectorate Wales
Specialist Case Work
Government Building
Cathays Park
Cardiff,
CF10 3NQ]

- 8.4 [IF, IN THE EVENT OF A PUBLIC INQUIRY, AN ACQUIRING AUTHORITY INTENDS TO REFER TO OR PUT IN EVIDENCE ANY DOCUMENTS, INCLUDING MAPS AND PLANS, EITHER PROVIDE A LIST OF SUCH DOCUMENTS OR A NOTICE TO EXPLAIN THAT DOCUMENTS MAY BE INSPECTED AT A STATED TIME AND PLACE e.g. Should interested parties wish to support or object to the CPO, correspondence will be considered by the acquiring authority who may need to consult with people and organisations outside the Council. As part of the process of consulting with others the acquiring authority may pass information to them, including information interested parties may have given including personal data. The acquiring authority will, however, only disclose personal details where it is necessary to do so in order to deal with issues brought to our attention. If interested parties do not wish for certain personal data to be forwarded to third parties, they should state why when submitting correspondence and the Welsh Ministers will copy the representations to the appropriate third parties with the name and address removed.
- 8.5 Should the CPO become the subject of a public inquiry, correspondence will be seen by an inspector. All correspondence will be kept in the public inquiry library and become publicly available. In the event of a public inquiry, the acquiring authority intends to refer to or put in evidence the following documents which will be put on deposit and may be inspected at a stated time and place:
- (a) The Cwm County Council (Redevelopment of Land at 1 – 4 Stryd Glyndwr Abervalley) Compulsory Purchase Order 2020 and Schedule
 - (b) The Cwm County Council Redevelopment of Land at 1 – 4 Stryd Glyndwr Abervalley Compulsory Purchase Order 2020 Map and a site location plan

- (c) Extracts from the Acquisition of Land Act 1981
- (d) Extracts from the Town and Country Planning Act 1990
- (e) Cwm County Council Resolution to Use Compulsory Purchase Powers Report (dated 5 December 2019)
- (f) Planning Officer's Report to the Planning Management Committee of 9 September 2019
- (g) Planning application no. 007/19 and the following supporting documents:
 - Design and Access Statement
 - Transport Statement
 - Pre-application Consultation Report
 - Ecology Report
 - Noise Impact Assessment
- (h) Planning permission dated 1 October 2019 and related Planning Management Committee Report dated 9 September 2019 and minutes of the Committee meeting held on 9 September 2019
- (i) The following policies from the Cwm County Council Local Development Plan (LDP) 2015 – 2030:
 - Strategic area wide policy SEW 2
 - Strategic area wide policy SEW 5
 - Strategic area wide policy SEW 15
 - Local policy LP 1
 - Local policy LP 16
- (j) Cwm County Council 2018 – 2022 Corporate Plan "*Taking Us Forward*"
- (k) Abervaleley Town Centre Regeneration Framework (2015)
- (l) An Equality Analysis under the Equality Act 2010

Any objections, supports or suggested alternatives should arrive with the Welsh Ministers no later than 28 February 2020.

Decision making process

- 8.6 As part of the CPO process, the Welsh Ministers will consider all responses to the made CPO and decide whether to consider the CPO either by written representations or by conducting a public inquiry. Where a remaining objector indicates they wish for a public inquiry to be held, then one will automatically be held.
- 8.7 The decision as to whether or not to proceed to confirm the CPO would then be taken by the Welsh Ministers after taking account of the findings and recommendations of the independent inspector. In certain circumstances the Welsh Ministers may decide to delegate the confirming decision to an inspector to make. This will be done in accordance with the delegation criteria outlined in paragraphs 93 – 94 of Part 1 in Welsh Government Circular 003/2019.

- 8.8 Should the CPO be confirmed and the CPO scheme proceed to implementation, the acquiring authority would, through their valuation agent, enter into negotiation with all affected landowners regarding compensation for the land and rights needed. Also, where appropriate, the carrying out of accommodation works on their retained land to mitigate the effect of the CPO scheme.

9 Additional information

- 9.1 [INSERT CONTACT DETAILS FOR (A) FIRST POINT OF CONTACT AND (B) SURVEYOR AT THE ACQUIRING AUTHORITY e.g. For any enquiries relating to the CPO:
- The first point of contact at the acquiring authority is:
Mrs A.N Other, Stryd Glyndwr Project Manager, Cwm County Council (A.N.Other@ccc.gov.wales; 03000 123456).

Owners and tenants of properties affected by the CPO who wish to negotiate a sale and/or relocation or discuss matters of compensation/valuation should contact:

- Mr AJ Bloggs, Chief Land Surveyor, Cwm County Council (A.J.Bloggs@ccc.gov.wales; 03000 987654)].

Appendix 7a - Template Vacant Land Town and Country Planning Act 1990 CPO and Schedule

THE [INSERT TITLE OF THE ORDER BEGINNING WITH NAME OF ACQUIRING AUTHORITY FOLLOWED BY THE GENERAL LOCATION WHERE LAND TO BE ACQUIRED IS SITUATED] COMPULSORY PURCHASE ORDER [INSERT YEAR MADE]

The [INSERT TITLE AND DATE OF THE ACT AUTHORISING COMPULSORY PURCHASE]
and the Acquisition of Land Act 1981

The [INSERT NAME OF ACQUIRING AUTHORITY] (in this order called ‘the acquiring authority’) makes the following order —

1. Subject to the provisions of this order, the acquiring authority is, under section [INSERT NUMBER] of the [INSERT TITLE AND DATE OF THE ACT AUTHORISING COMPULSORY PURCHASE], hereby authorised to purchase compulsorily the land described in paragraph 2 for the purpose of [INSERT THE RELEVANT WORDS IN THE ENABLING ACT FOLLOWED BY A DESCRIPTION OF THE PURPOSE OF THE CPO].
2. The land authorised to be purchased compulsorily under this order is the land described in the Schedule and delineated and shown [INSERT COLOUR] on a map prepared in duplicate, sealed with the common seal of the acquiring authority and marked “Map referred to in [INSERT TITLE OF CPO]”¹.

¹ For guidance on compiling the CPO map, see Section S in Part 4 of [Welsh Government Circular 003/2019 Compulsory Purchase in Wales and ‘The Criche Down Rules \(Wales Version, 2020\)’](#)

SCHEDULE

Table 1: Qualifying person(s) under section 12(2)(a) of the Acquisition of Land Act 1981

Number on map	Extent, description and situation of the land	Qualifying person(s) under section 12(2)(a) of the Acquisition of Land Act 1981			
		Owners or reputed owners	Lessees or reputed lessees	Tenants or reputed tenants (other than lessees)	Occupiers
		[LIST THE NAMES AND ADDRESSES OF ALL OWNERS OR REPUTED OWNERS]	[LIST THE NAMES AND ADDRESSES OF ALL LESSEES OR REPUTED LESSEES]	[LIST THE NAMES AND ADDRESSES OF ALL TENANTS OR REPUTED TENANTS]	[LIST THE NAMES AND ADDRESSES OF ALL OCCUPIERS]

Table 2: Other qualifying persons under sections 12(2A)(a) and 12(2A)(b) of the Acquisition of Land Act 1981

Number on map	Other qualifying persons under section 12(2A)(a) of the Acquisition of Land Act 1981		Other qualifying persons under section 12(2A)(b) of the Acquisition of Land Act 1981 – not otherwise stated in Tables 1 and 2	
	Name and address	Description of interest to be acquired	Name and address	Description of the land for which the person in adjoining column is likely to make a claim
	[LIST THE NAMES AND ADDRESSES OF ALL OTHER QUALIFYING PERSONS]	[INSERT A DESCRIPTION OF THE INTEREST TO BE ACQUIRED]	[LIST THE NAMES AND ADDRESSES OF ALL OTHER QUALIFYING PERSONS]	[INSERT A DESCRIPTION OF THE LAND THE PERSON IN ADJOINING COLUMN IS LIKELY TO MAKE A CLAIM]

Table 3: Land falling within special categories to which section 17, 18 and 19 of the Acquisition of Land Act 1981 applies

This order includes land falling within special categories to which section 17(2), 18 or 19 of the Acquisition of Land Act 1981 applies, namely —

Number on map	Special category
[LIST THE LAND(S) FALLING WITHIN SPECIAL CATEGORIES]	[STATE WHICH CATEGORY OF LAND I.E.: (A) LAND OWNED BY A LOCAL AUTHORITY OR STATUTORY UNDERTAKER (SECTION 17(2)); (B) NATIONAL TRUST LAND (SEC 18); OR (C) LAND FORMING PART OF A COMMON, OPEN SPACE OR FUEL OR FIELD GARDEN ALLOTMENT (SEC 19)]

Dated this day of [MONTH] [YEAR]

The Common Seal of [INSERT NAME OF ACQUIRING AUTHORITY] was
affixed in the presence of:

.....

AUTHORISED SIGNATORY

**MAP REFERRED TO IN [INSERT TITLE OF THE ORDER BEGINNING
WITH NAME OF ACQUIRING AUTHORITY FOLLOWED BY THE
GENERAL LOCATION WHERE LAND TO BE ACQUIRED IS SITUATED]
COMPULSORY PURCHASE ORDER [INSERT YEAR MADE]**

[INSERT AN ORDER MAP WITH THE REQUIRED LAND EDGED IN
[COLOUR]].

[AFFIX AN IMPRESSION OF THE ACQUIRING AUTHORITY'S SEAL
ON THE MAP IN ADDITION TO THE SEAL ON THE CPO]

Appendix 7b - Example Vacant Land Town and Country Planning Act 1990 CPO, Schedule and Map

THE CWM COUNTY COUNCIL (REDEVELOPMENT OF LAND AT 1 – 4 STRYD GLYNDWR ABERVALLEY) COMPULSORY PURCHASE ORDER 2020

The Town and Country Planning Act 1990
and
the Acquisition of Land Act 1981

The Cwm County Council (in this order called ‘the acquiring authority’) makes the following order —

1. Subject to the provisions of this order, the acquiring authority is, under section 226(1)(a) of the Town and Country Planning Act 1990, hereby authorised to purchase compulsorily the land described in paragraph 2 for the purpose of:
 - (i) Facilitating the redevelopment and improvement of the land to provide the refurbishment of residential development, public realm improvements and communities gardens at Stryd Glyndwr which will contribute to the achievement of the promotion and improvement of the economic, social and environmental well-being of its area.
2. The land authorised to be purchased compulsorily under this order is the land described in the Schedule and delineated and shown pink on a map prepared in duplicate, sealed with the common seal of the acquiring authority and marked “Map referred to in the Cwm County Council (Redevelopment of Land at 1 – 4 Stryd Glyndwr Abervalley) Compulsory Purchase Order 2020”.

SCHEDULE

Table 1: Qualifying person(s) under section 12(2)(a) of the Acquisition of Land Act 1981

Number on map	Extent, description and situation of the land	Qualifying person(s) under section 12(2)(a) of the Acquisition of Land Act 1981			
		Owners or reputed owners	Lessees or reputed lessees	Tenants or reputed tenants (other than lessees)	Occupiers
1.	All interests in 400 square metres of derelict land known as 1, 2 and 3 Stryd Glyndwr	ABC Limited, Enterprise Centre, Park Road, Abervalley AB1 2CD	-	-	-
2.	All interests in 69 square metres of grazing land known as number 4 Stryd Glyndwr located opposite number 21 Stryd Glyndwr and on the junction with Clos Glyndwr	Ryan Tedbury, 66 Bryn Hill Abervalley AB1 3CD	-	Robert Jones, 69 Bryn Hill, Abervalley AB1 3CD	Robert Jones, 69 Bryn Hill, Abervalley AB1 3CD

Table 2: Other qualifying persons under sections 12(2A)(a) and 12(2A)(b) of the Acquisition of Land Act 1981

Number on map	Other qualifying persons under section 12(2A)(a) of the Acquisition of Land Act 1981		Other qualifying persons under section 12(2A)(b) of the Acquisition of Land Act 1981 – not otherwise stated in Tables 1 and 2	
	Name and address	Description of interest to be acquired	Name and address	Description of the land for which the person in adjoining column is likely to make a claim
1.	Fon Williams Bank Limited, Park Road, Abervalley AB1 4CD	Mortgage	-	-
2.	-	-	Telecommunications Cyrmu PO Box 5 Dragon Way, Capital City AB20 2UG	All such easements for the purpose of laying, inspecting, replacing and maintaining apparatus and the passing of services through 20 square metres of land comprising part width of the northern boundary of grazing land known as number 4 Stryd Glyndwr located opposite number 21 Stryd

				Glyndwr and on the junction with Clos Glyndwr.
--	--	--	--	--

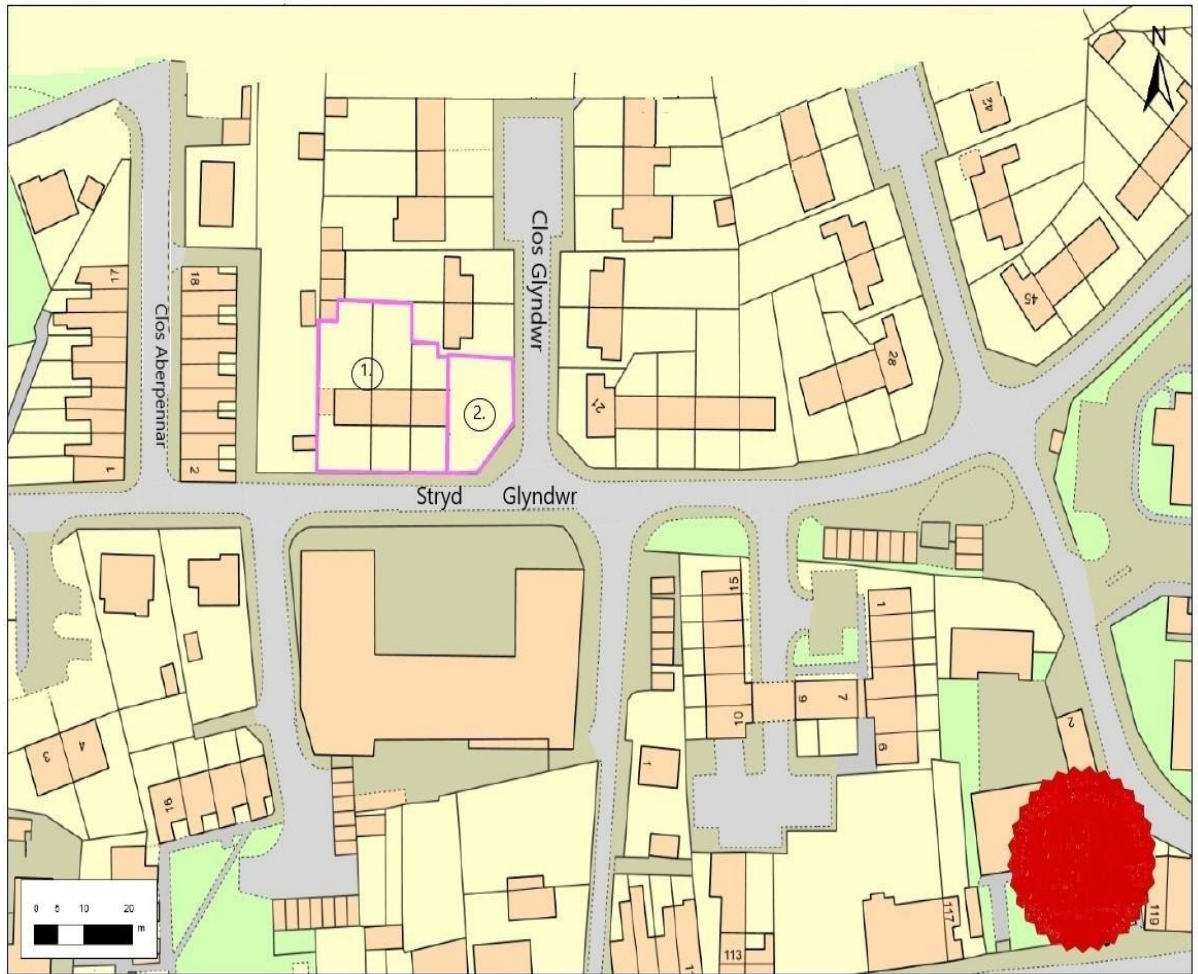
Dated this 29th day of January 2020

The Common Seal of Cwm County Council was affixed in the presence of:

.....

AUTHORISED SIGNATORY

**MAP REFERRED TO IN THE CWM COUNTY COUNCIL
(REDEVELOPMENT OF LAND AT 1 – 4 STRYD GLYNDWR
ABERVALLEY) COMPULSORY PURCHASE ORDER 2020**



Key:

Title = Pink

Appendix 7c - Template Vacant Land Town and Country Planning Act 1990 CPO including Rights Over Land and Schedule

THE [INSERT TITLE OF THE ORDER BEGINNING WITH NAME OF ACQUIRING AUTHORITY FOLLOWED BY THE GENERAL LOCATION WHERE LAND TO BE ACQUIRED IS SITUATED] COMPULSORY PURCHASE ORDER [INSERT YEAR MADE]

The [INSERT TITLE(S) AND DATE OF THE ACT AUTHORISING COMPULSORY PURCHASE]
and the Acquisition of Land Act 1981

The [INSERT NAME OF ACQUIRING AUTHORITY] (in this order called ‘the acquiring authority’) makes the following order —

1. Subject to the provisions of this order, the acquiring authority is, under section [INSERT NUMBER] of the [INSERT TITLE AND DATE OF THE ACT AUTHORISING COMPULSORY PURCHASE] and section [INSERT NUMBER] of the [INSERT TITLE AND DATE OF THE ACT AUTHORISING COMPULSORY PURCHASE], hereby authorised to purchase compulsorily the land and the new rights over land described in paragraph 2 for the purpose of [INSERT THE RELEVANT WORDS IN THE ENABLING ACT FOLLOWED BY A DESCRIPTION OF THE PURPOSE OF THE CPO].
2. (1) The land authorised to be purchased compulsorily under this order is the land described in the Schedule and delineated and shown [INSERT COLOUR] on a map prepared in duplicate, sealed with the common seal of the acquiring authority and marked ‘Map referred to in [INSERT TITLE OF CPO]’.

(2) The new rights to be purchased compulsorily over land under this order are described in the Schedule and the land is shown [INSERT COLOUR] on the said map².

² For guidance on compiling the CPO map, see Section S in Part 4 of [Welsh Government Circular 003/2019 Compulsory Purchase in Wales and ‘The Crichton Down Rules \(Wales Version, 2020\)’](#)

3. (1) In this paragraph, “the order land” means the land referred to in paragraph 2.

(2) As from the date on which this order becomes operative or the date on which the order land, or any part of it, is vested in the acquiring authority, whichever is the later, that land or that part of it which is vested (as the case may be) will be discharged from all rights, trusts and incidents to which it was previously subject.

SCHEDULE

Table 1: Qualifying person(s) under section 12(2)(a) of the Acquisition of Land Act 1981

Number on map	Extent, description and situation of the land	Qualifying person(s) under section 12(2)(a) of the Acquisition of Land Act 1981			
		Owners or reputed owners	Lessees or reputed lessees	Tenants or reputed tenants (other than lessees)	Occupiers
		[LIST THE NAMES AND ADDRESSES OF ALL OWNERS OR REPUTED OWNERS]	[LIST THE NAMES AND ADDRESSES OF ALL LESSEES OR REPUTED LESSEES]	[LIST THE NAMES AND ADDRESSES OF ALL TENANTS OR REPUTED TENANTS]	[LIST THE NAMES AND ADDRESSES OF ALL OCCUPIERS]

Table 2: Other qualifying persons under sections 12(2A)(a) and 12(2A)(b) of the Acquisition of Land Act 1981

Number on map	Other qualifying persons under section 12(2A)(a) of the Acquisition of Land Act 1981		Other qualifying persons under section 12(2A)(b) of the Acquisition of Land Act 1981 – not otherwise stated in Tables 1 and 2	
	Name and address	Description of interest to be acquired	Name and address	Description of the land for which the person in adjoining column is likely to make a claim
	[LIST THE NAMES AND ADDRESSES OF ALL OTHER QUALIFYING PERSONS]	[INSERT A DESCRIPTION OF THE INTEREST TO BE ACQUIRED]	[LIST THE NAMES AND ADDRESSES OF ALL OTHER QUALIFYING PERSONS]	[INSERT A DESCRIPTION OF THE LAND THE PERSON IN ADJOINING COLUMN IS LIKELY TO MAKE A CLAIM]

Table 3: Land falling within special categories to which section 17, 18 and 19 of the Acquisition of Land Act 1981 applies

This order includes land falling within special categories to which section 17(2), 18 or 19 of the Acquisition of Land Act 1981 applies, namely —

Number on map	Special category
[LIST THE LAND(S) FALLING WITHIN SPECIAL CATEGORIES]	[STATE WHICH CATEGORY OF LAND I.E.: (A) LAND OWNED BY A LOCAL AUTHORITY OR STATUTORY UNDERTAKER (SECTION 17(2)); (B) NATIONAL TRUST LAND (SEC 18); OR (C) LAND FORMING PART OF A COMMON, OPEN SPACE OR FUEL OR FIELD GARDEN ALLOTMENT (SEC 19)]

Dated this day of [MONTH] [YEAR]

The Common Seal of [INSERT NAME OF ACQUIRING AUTHORITY] was affixed in the presence of:

.....

AUTHORISED SIGNATORY

**MAP REFERRED TO IN [INSERT TITLE OF THE ORDER BEGINNING
WITH NAME OF ACQUIRING AUTHORITY FOLLOWED BY THE
GENERAL LOCATION WHERE LAND TO BE ACQUIRED IS SITUATED]
COMPULSORY PURCHASE ORDER [INSERT YEAR MADE]**

[INSERT AN ORDER MAP WITH THE REQUIRED LAND EDGED IN
[COLOUR].

[AFFIX AN IMPRESSION OF THE ACQUIRING AUTHORITY'S SEAL
ON THE MAP IN ADDITION TO THE SEAL ON THE COMPULSORY
PURCHASE ORDER]

Appendix 7d - Example Vacant Land Town and Country Planning Act 1990 CPO including Rights Over Land, Schedule and Map

THE CWM COUNTY COUNCIL (REDEVELOPMENT OF LAND AT 1 – 4 STRYD GLYNDWR ABERVALLEY) COMPULSORY PURCHASE ORDER 2020

The Town and Country Planning Act 1990
The Local Government (Miscellaneous Provisions) Act 1976
and
the Acquisition of Land Act 1981

The Cwm County Council (in this order called ‘the acquiring authority’) makes the following order —

1. Subject to the provisions of this order, the acquiring authority is, under section 226(1)(a) of the Town and Country Planning Act 1990 and section 13 of the Local Government (Miscellaneous Provisions) Act 1976, hereby authorised to purchase compulsorily the land and the new rights over land described in paragraph 2 for the purpose of:
 - (i) Facilitating the redevelopment and improvement of the land to provide the refurbishment of residential development, public realm improvements and communities gardens at Stryd Glyndwr which will contribute to the achievement of the promotion and improvement of the economic, social and environmental well-being of its area.
2. (1) The land authorised to be purchased compulsorily under this order is the land described in the Schedule and delineated and shown pink on a map prepared in duplicate, sealed with the common seal of the acquiring authority and marked “Map referred to in the Cwm County Council (Redevelopment of Land at 1 – 4 Stryd Glyndwr Abervalley) Compulsory Purchase Order 2020”.

(2) The new rights to be purchased compulsorily over land under this order are described in the Schedule and the land is shown blue on the said map.
3. (1) In this paragraph, “the order land” means the land referred to in paragraph 2.

(2) As from the date on which this order becomes operative or the date on which the order land, or any part of it, is vested in the acquiring authority, whichever is the later, that land or that part of it which is vested (as the case may be) will be discharged from all rights, trusts and incidents to which it was previously subject.

SCHEDULE

Table 1: Qualifying person(s) under section 12(2)(a) of the Acquisition of Land Act 1981

Number on map	Extent, description and situation of the land	Qualifying person(s) under section 12(2)(a) of the Acquisition of Land Act 1981			
		Owners or reputed owners	Lessees or reputed lessees	Tenants or reputed tenants (other than lessees)	Occupiers
1.	All interests in 400 square metres of derelict land known as 1, 2 and 3 Stryd Glyndwr	ABC Limited, Enterprise Centre, Park Road, Abervalley AB1 2CD	-	-	-
2.	All interests in 69 square metres of grazing land known as number 4 Stryd Glyndwr located opposite number 21 Stryd Glyndwr and on the junction with Clos Glyndwr	Ryan Tedbury, 66 Bryn Hill Abervalley AB1 3CD	-	Robert Jones, 69 Bryn Hill, Abervalley AB1 3CD	Robert Jones, 69 Bryn Hill, Abervalley AB1 3CD
3.	The right to enter and afterwards at all times to re-enter 50 square metres of vacant scrub land adjacent to grazing land known as number 4 Stryd Glyndwr located opposite number 21 Stryd Glyndwr.	Julie Berry Holding Company, Unit 1, Clos Aberpennar, Park Road, Park Road, Abervalley AB1 2CD	-	-	-

Table 2: Other qualifying persons under sections 12(2A)(a) and 12(2A)(b) of the Acquisition of Land Act 1981

Number on map	Other qualifying persons under section 12(2A)(a) of the Acquisition of Land Act 1981		Other qualifying persons under section 12(2A)(b) of the Acquisition of Land Act 1981 – not otherwise stated in Tables 1 and 2	
	Name and address	Description of interest to be acquired	Name and address	Description of the land for which the person in adjoining column is likely to make a claim
1.	Fon Williams Bank Limited, Park Road, Abervalley AB1 4CD	Mortgage	-	-
2.	-	-	Telecommunications Cymru PO Box 5 Dragon Way, Capital City AB20 2UG	All such easements for the purpose of laying, inspecting, replacing and maintaining apparatus and the passing of services through 20 square metres of land comprising part width of the northern boundary of grazing land known as number 4 Stryd Glyndwr located opposite number 21 Stryd Glyndwr and on the junction with Clos Glyndwr.

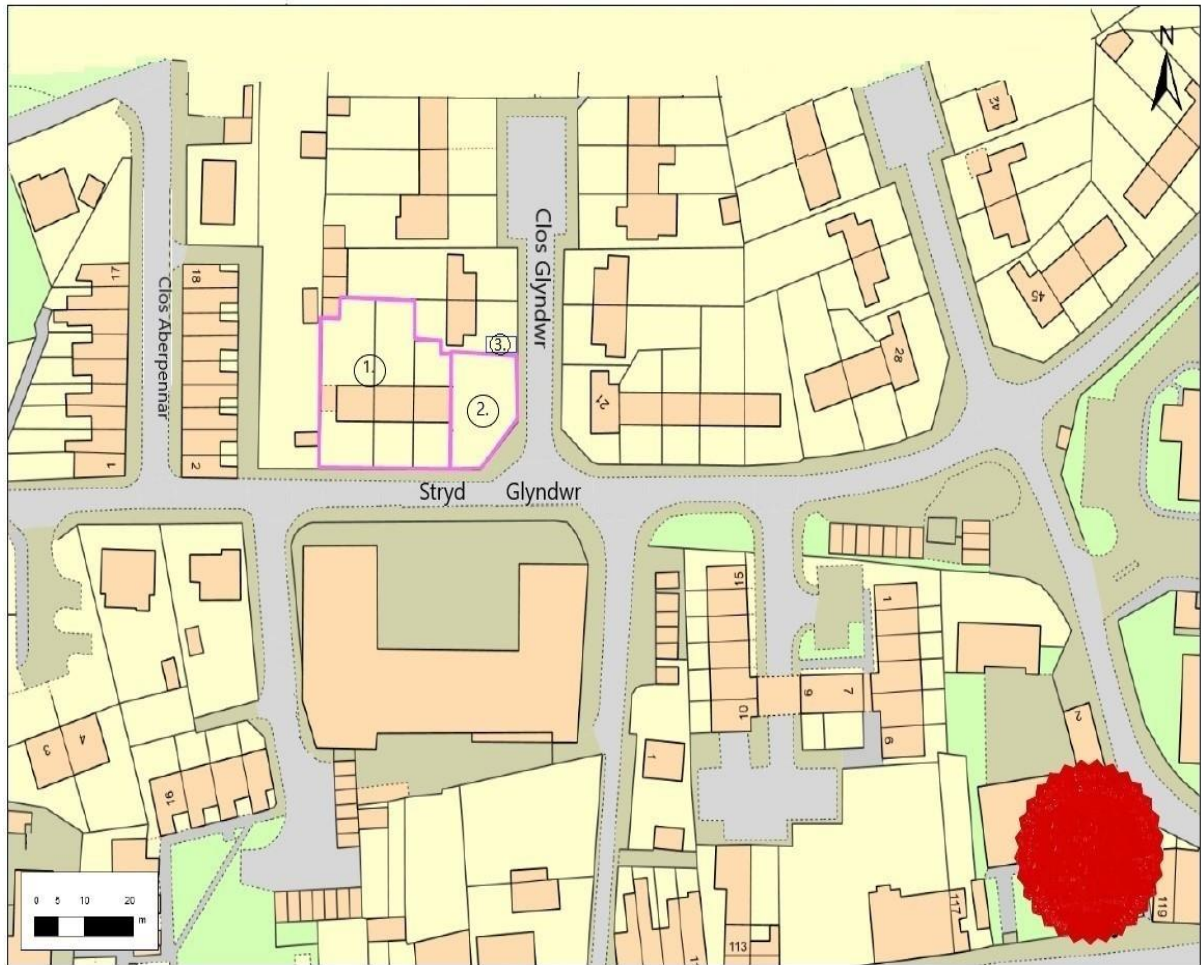
Dated this 29th day of January 2020

The Common Seal of Cwm County Council was affixed in the presence of:

.....

AUTHORISED SIGNATORY

**MAP REFERRED TO IN THE CWM COUNTY COUNCIL
(REDEVELOPMENT OF LAND AT 1 – 4 STRYD GLYNDWR
ABERVALLEY) COMPULSORY PURCHASE ORDER 2020**



Key:

Title = Pink

Right = Blue

Appendix 7e - Template Vacant Land Town and Country Planning Act 1990 CPO Made on Behalf of a Community Council and Schedule

THE [INSERT TITLE OF THE ORDER BEGINNING WITH NAME OF ACQUIRING AUTHORITY FOLLOWED BY THE GENERAL LOCATION WHERE LAND TO BE ACQUIRED IS SITUATED] COMPULSORY PURCHASE ORDER [INSERT YEAR MADE]

The [INSERT TITLE(S) AND DATE OF THE ACT AUTHORISING COMPULSORY PURCHASE]
and the Acquisition of Land Act 1981

The [INSERT NAME OF ACQUIRING AUTHORITY] (in this order called 'the acquiring authority') makes the following order —

1. Subject to the provisions of this order, the acquiring authority is, under section 125 of the Local Government Act 1972, hereby authorised to purchase compulsorily on behalf of the [INSERT NAME OF ACQUIRING AUTHORITY OR NAME OF COMMUNITY COUNCIL] the land described in paragraph 2 for the purpose of [INSERT THE RELEVANT WORDS IN THE ENABLING ACT FOLLOWED BY A DESCRIPTION OF THE PURPOSE OF THE CPO] under section [INSERT NUMBER] of the [INSERT TITLE AND DATE OF THE ACT AUTHORISING COMPULSORY PURCHASE].
2. The land authorised to be purchased compulsorily under this order is the land described in the Schedule and delineated and shown [INSERT COLOUR] on a map prepared in duplicate, sealed with the common seal of the acquiring authority and marked 'Map referred to in [INSERT TITLE OF CPO]'³.

³ For guidance on compiling the CPO map, see Section S in Part 4 of [Welsh Government Circular 003/2019 Compulsory Purchase in Wales and 'The Crichel Down Rules \(Wales Version, 2020\)'](#)

SCHEDULE

Table 1: Qualifying person(s) under section 12(2)(a) of the Acquisition of Land Act 1981

Number on map	Extent, description and situation of the land	Qualifying person(s) under section 12(2)(a) of the Acquisition of Land Act 1981			
		Owners or reputed owners	Lessees or reputed lessees	Tenants or reputed tenants (other than lessees)	Occupiers
		[LIST THE NAMES AND ADDRESSES OF ALL OWNERS OR REPUTED OWNERS]	[LIST THE NAMES AND ADDRESSES OF ALL LESSEES OR REPUTED LESSEES]	[LIST THE NAMES AND ADDRESSES OF ALL TENANTS OR REPUTED TENANTS]	[LIST THE NAMES AND ADDRESSES OF ALL OCCUPIERS]

Table 2: Other qualifying persons under sections 12(2A)(a) and 12(2A)(b) of the Acquisition of Land Act 1981

Number on map	Other qualifying persons under section 12(2A)(a) of the Acquisition of Land Act 1981		Other qualifying persons under section 12(2A)(b) of the Acquisition of Land Act 1981 – not otherwise stated in Tables 1 and 2	
	Name and address	Description of interest to be acquired	Name and address	Description of the land for which the person in adjoining column is likely to make a claim
	[LIST THE NAMES AND ADDRESSES OF ALL OTHER QUALIFYING PERSONS]	[INSERT A DESCRIPTION OF THE INTEREST TO BE ACQUIRED]	[LIST THE NAMES AND ADDRESSES OF ALL OTHER QUALIFYING PERSONS]	[INSERT A DESCRIPTION OF THE LAND THE PERSON IN ADJOINING COLUMN IS LIKELY TO MAKE A CLAIM]

Table 3: Land falling within special categories to which section 17, 18 and 19 of the Acquisition of Land Act 1981 applies

This order includes land falling within special categories to which section 17(2), 18 or 19 of the Acquisition of Land Act 1981 applies, namely —

Number on map	Special category
[LIST THE LAND(S) FALLING WITHIN SPECIAL CATEGORIES]	[STATE WHICH CATEGORY OF LAND I.E.: (A) LAND OWNED BY A LOCAL AUTHORITY OR STATUTORY UNDERTAKER (SECTION 17(2)); (B) NATIONAL TRUST LAND (SEC 18); OR (C) LAND FORMING PART OF A COMMON, OPEN SPACE OR FUEL OR FIELD GARDEN ALLOTMENT (SEC 19)]

Dated this day of [MONTH] [YEAR]

The Common Seal of [INSERT NAME OF ACQUIRING AUTHORITY] was affixed in the presence of:

.....

AUTHORISED SIGNATORY

**MAP REFERRED TO IN [INSERT TITLE OF THE ORDER BEGINNING WITH
NAME OF ACQUIRING AUTHORITY FOLLOWED BY THE GENERAL
LOCATION WHERE LAND TO BE ACQUIRED IS SITUATED]
COMPULSORY PURCHASE ORDER [INSERT YEAR MADE]**

[INSERT AN ORDER MAP WITH THE REQUIRED LAND EDGED IN
[COLOUR]].

[AFFIX AN IMPRESSION OF THE ACQUIRING AUTHORITY'S SEAL
ON THE MAP IN ADDITION TO THE SEAL ON THE COMPULSORY
PURCHASE ORDER]

Appendix 7f - Example Vacant Land Town and Country Planning Act 1990 CPO Made on Behalf of a Community Council, Schedule and Map

THE CWM COUNTY COUNCIL (REDEVELOPMENT OF LAND AT 1 – 4 STRYD GLYNDWR ABERVALLEY) COMPULSORY PURCHASE ORDER 2020

Local Government Act 1972

Local Government (Miscellaneous Provisions) Act 1976

and the Acquisition of Land Act 1981

The Cwm County Council (in this order called ‘the acquiring authority’) makes the following order —

1. Subject to the provisions of this order, the acquiring authority is, under section 125 of the Local Government Act 1972, hereby authorised to purchase compulsorily on behalf of Homelands Community Council the land described in paragraph 2 for the purpose of providing premises for use as a community centre under section 19 of the Local Government (Miscellaneous Provisions) Act 1976.
2. The land authorised to be purchased compulsorily under this order is the land described in the Schedule and delineated and shown pink on a map prepared in duplicate, sealed with the common seal of the acquiring authority and marked “Map referred to in the Cwm County Council (Redevelopment of Land at 1 – 4 Stryd Glyndwr Abervalley) Compulsory Purchase Order 2020”.

SCHEDULE

Table 1: Qualifying person(s) under section 12(2)(a) of the Acquisition of Land Act 1981

Number on map	Extent, description and situation of the land	Qualifying person(s) under section 12(2)(a) of the Acquisition of Land Act 1981			
		Owners or reputed owners	Lessees or reputed lessees	Tenants or reputed tenants (other than lessees)	Occupiers
1.	All interests in 400 square metres of derelict land known as 1, 2 and 3 Stryd Glyndwr	ABC Limited, Enterprise Centre, Park Road, Abervalley AB1 2CD	-	-	-
2.	All interests in 69 square metres of grazing land known as number 4 Stryd Glyndwr located opposite number 21 Stryd Glyndwr and on the junction with Clos Glyndwr	Ryan Tedbury, 66 Bryn Hill Abervalley AB1 3CD	-	Robert Jones, 69 Bryn Hill, Abervalley AB1 3CD	Robert Jones, 69 Bryn Hill, Abervalley AB1 3CD

Table 2: Other qualifying persons under sections 12(2A)(a) and 12(2A)(b) of the Acquisition of Land Act 1981

Number on map	Other qualifying persons under section 12(2A)(a) of the Acquisition of Land Act 1981		Other qualifying persons under section 12(2A)(b) of the Acquisition of Land Act 1981 – not otherwise stated in Tables 1 and 2	
	Name and address	Description of interest to be acquired	Name and address	Description of the land for which the person in adjoining column is likely to make a claim
1.	Fon Williams Bank Limited, Park Road, Abervalley AB1 4CD	Mortgage	-	-
2.	-	-	Telecommunications Cymru PO Box 5 Dragon Way, Capital City AB20 2UG	All such easements for the purpose of laying, inspecting, replacing and maintaining apparatus and the passing of services through 20 square metres of land comprising part width of the northern boundary of grazing land known as number 4 Stryd Glyndwr located opposite number 21 Stryd Glyndwr and on the junction with Clos Glyndwr.

Dated this 29th day of January 2020

The Common Seal of Cwm County Council was affixed in the presence of:

.....

AUTHORISED SIGNATORY

**MAP REFERRED TO IN THE CWM COUNTY COUNCIL
(REDEVELOPMENT OF LAND AT 1 – 4 STRYD GLYNDWR
ABERVALLEY) COMPULSORY PURCHASE ORDER 2020**



Key:

Title = Pink

Appendix 7g - Template Housing Act 1985 CPO and Schedule

THE [INSERT TITLE OF THE ORDER BEGINNING WITH NAME OF ACQUIRING AUTHORITY FOLLOWED BY THE GENERAL LOCATION WHERE LAND TO BE ACQUIRED IS SITUATED] COMPULSORY PURCHASE ORDER 2020

The [INSERT TITLE AND DATE OF THE ACT AUTHORISING COMPULSORY PURCHASE]
and the Acquisition of Land Act 1981

The [INSERT NAME OF ACQUIRING AUTHORITY] (in this order called ‘the acquiring authority’) makes the following order —

1. Subject to the provisions of this order, the acquiring authority is, under section [INSERT NUMBER] of the [INSERT TITLE AND DATE OF THE ACT AUTHORISING COMPULSORY PURCHASE], hereby authorised to purchase compulsorily the land described in paragraph 2 for the purpose of [INSERT THE RELEVANT WORDS IN THE ENABLING ACT FOLLOWED BY A DESCRIPTION OF THE PURPOSE OF THE CPO].
2. The land authorised to be purchased compulsorily under this order is the land described in the Schedule and delineated and shown [INSERT COLOUR] on a map prepared in duplicate, sealed with the common seal of the acquiring authority and marked “Map referred to in [INSERT TITLE OF CPO]”⁴.

⁴ For guidance on compiling the CPO map, see Section S in Part 4 of [Welsh Government Circular 003/2019 Compulsory Purchase in Wales and ‘The Criche Down Rules \(Wales Version, 2020\)’](#)

SCHEDULE

Table 1: Qualifying person(s) under section 12(2)(a) of the Acquisition of Land Act 1981

Number on map	Extent, description and situation of the land	Qualifying person(s) under section 12(2)(a) of the Acquisition of Land Act 1981			
		Owners or reputed owners [LIST THE NAMES AND ADDRESSES OF ALL OWNERS OR REPUTED OWNERS]	Lessees or reputed lessees [LIST THE NAMES AND ADDRESSES OF ALL LESSEES OR REPUTED LESSEES]	Tenants or reputed tenants (other than lessees) [LIST THE NAMES AND ADDRESSES OF ALL TENANTS OR REPUTED TENANTS]	Occupiers: [LIST THE NAMES AND ADDRESSES OF ALL OCCUPIERS]

Table 2: Other qualifying persons under sections 12(2A)(a) and 12(2A)(b) of the Acquisition of Land Act 1981

Number on map	Other qualifying persons under section 12(2A)(a) of the Acquisition of Land Act 1981		Other qualifying persons under section 12(2A)(b) of the Acquisition of Land Act 1981 – not otherwise stated in Tables 1 and 2	
	Name and address	Description of interest to be acquired	Name and address	Description of the land for which the person in adjoining column is likely to make a claim
	[LIST THE NAMES AND ADDRESSES OF ALL OTHER QUALIFYING PERSONS]	[INSERT A DESCRIPTION OF THE INTEREST TO BE ACQUIRED]	[LIST THE NAMES AND ADDRESSES OF ALL OTHER QUALIFYING PERSONS]	[INSERT A DESCRIPTION OF THE LAND THE PERSON IN ADJOINING COLUMN IS LIKELY TO MAKE A CLAIM]

Table 3: Land falling within special categories to which sections 17, 18 and 19 of the Acquisition of Land Act 1981 applies

This order includes land falling within special categories to which section 17(2), 18 or 19 of the Acquisition of Land Act 1981 applies, namely —

Number on map	Special category
[LIST THE LAND(S) FALLING WITHIN SPECIAL CATEGORIES]	[STATE WHICH CATEGORY OF LAND I.E.: (A) LAND OWNED BY A LOCAL AUTHORITY OR STATUTORY UNDERTAKER (SECTION 17(2)); (B) NATIONAL TRUST LAND (SEC 18); OR (C) LAND FORMING PART OF A COMMON, OPEN SPACE OR FUEL OR FIELD GARDEN ALLOTMENT (SEC 19)]

Dated this day of [MONTH] [YEAR]

The Common Seal of [INSERT NAME OF ACQUIRING AUTHORITY] was affixed in the presence of:

.....

AUTHORISED SIGNATORY

**MAP REFERRED TO IN [INSERT TITLE OF THE ORDER BEGINNING
WITH NAME OF ACQUIRING AUTHORITY FOLLOWED BY THE
GENERAL LOCATION WHERE LAND TO BE ACQUIRED IS SITUATED]
COMPULSORY PURCHASE ORDER [INSERT YEAR MADE]**

[INSERT AN ORDER MAP WITH THE REQUIRED LAND EDGED IN
[COLOUR].

[AFFIX AN IMPRESSION OF THE ACQUIRING AUTHORITY'S SEAL
ON THE MAP IN ADDITION TO THE SEAL ON THE COMPULSORY
PURCHASE ORDER]

Appendix 7h - Example Housing Act 1985 CPO, Schedule and Map

THE CWM COUNTY COUNCIL (REDEVELOPMENT OF LAND AT 1 – 4 STRYD GLYNDWR ABERVALLEY) COMPULSORY PURCHASE ORDER 2020

The Housing Act 1985
and the Acquisition of Land Act 1981

The Cwm County Council (in this order called ‘the acquiring authority’) makes the following order —

1. Subject to the provisions of this order, the acquiring authority is, under section 17 of the Housing Act 1985, hereby authorised to purchase compulsorily the land described in paragraph 2 for the purpose of the provision of housing accommodation.
2. The land authorised to be purchased compulsorily under this order is the land described in the Schedule and delineated and shown pink on a map prepared in duplicate, sealed with the common seal of the acquiring authority and marked “Map referred to in the Cwm County Council (Redevelopment of Land At 1 – 4 Stryd Glyndwr Abervalley) Compulsory Purchase Order 2020”.

SCHEDULE

Table 1: Qualifying person(s) under section 12(2)(a) of the Acquisition of Land Act 1981

Number on map	Extent, description and situation of the land	Qualifying person(s) under section 12(2)(a) of the Acquisition of Land Act 1981			
		Owners or reputed owners	Lessees or reputed lessees	Tenants or reputed tenants (other than lessees)	Occupiers
1.	All interests in land at 1 Stryd Glyndwr, Abervally	Mary Davies, 50 Bryn Hill Abervally AB1 3CD		Kelly Gallagher 1 Stryd Glyndwr, Abervally AB1 4CD	Kelly Gallagher 1 Stryd Glyndwr, Abervally AB1 4CD

Table 2: Other qualifying persons under sections 12(2A)(a) and 12(2A)(b) of the Acquisition of Land Act 1981

Number on map	Other qualifying persons under section 12(2A)(a) of the Acquisition of Land Act 1981		Other qualifying persons under section 12(2A)(b) of the Acquisition of Land Act 1981 – not otherwise stated in Tables 1 and 2	
	Name and address	Description of interest to be acquired	Name and address	Description of the land for which the person in adjoining column is likely to make a claim
1.	Bank of Abervally 1 Civil Street AB1 5CD	Mortgage	-	-

Dated this 29th day of January 2020

The Common Seal of Cwm County Council was affixed in the presence of:

.....

AUTHORISED SIGNATORY

**MAP REFERRED TO IN THE CWM COUNTY COUNCIL
(REDEVELOPMENT OF LAND AT 1 – 4 STRYD GLYNDWR
ABERVALLEY) COMPULSORY PURCHASE ORDER 2020**



Key:

Title = Pink

Appendix 8 - Example of a Form of Notice to a Qualifying Person in Respect of Land Comprised in the CPO

Form of Notice to a Qualifying Person in Respect of Land (or of Land to be Subject to New Rights) Comprised in a Compulsory Purchase Order

The [Cwm County Council (Redevelopment of Land at 1 – 4 Stryd Glyndwr Abervalley) Compulsory Purchase] Order 20[20]

The [Town and Country Planning Act 1990]

and the Acquisition of Land Act 1981

1. The [Cwm County Council] has [made on [INSERT DATE] the [Cwm County Council (Redevelopment of Land at 1 – 4 Stryd Glyndwr Abervalley) Compulsory Purchase] Order 2020] under [section 226(1)(1) of the Town and Country Planning Act 1990]. It is about to [submit this Order to the Welsh Ministers for confirmation] and, if [confirmed], the Order will authorise [Cwm County Council] to purchase compulsorily [the land] described below for the purpose of [facilitating the redevelopment and improvement of the land known as 1 – 4 Stryd Glyndwr and the wider area of Stryd Glyndwr, Close Aberpennar and Clos Glyndwr including securing the provision of residential development together with retail uses along with transport infrastructure and green space].
2. A copy of the order and of the map referred to therein have been deposited at [Cwm County Council Offices HQ, Beth Industrial Estate, Abervalley, AB1 8UJ] and may be seen at all reasonable hours.
3. If no relevant objection (as defined in [section 13(6) of] the Acquisition of Land Act 1981) is made, or if all objections so made are withdrawn, or if the Welsh Ministers are satisfied that every objection so made [either] relates exclusively to matters of compensation which can be dealt with by the Upper Tribunal (Lands Chamber) [or amounts in substance to an objection to the provisions of the development plan defining the proposed use of any land comprised in the order] the Welsh Ministers may [confirm] the order with or without modifications.
4. In any other case where a relevant objection has been made which is not withdrawn or disregarded, the Welsh Ministers are required, before [confirming] the order, either to—
 - (i) cause a public local inquiry to be held;
 - (ii) afford to the objector an opportunity of appearing before and being heard by a person appointed by the Welsh Ministers for the purpose; or
 - (iii) with the consent of the objector, follow a written representations procedure.

5. The Welsh Ministers may then, after considering the objection and the report of the person who held the inquiry or hearing or considered the written representations, [confirm] the order with or without modifications. [In the event that there is no objection, whether by a qualifying person or otherwise, the Welsh Ministers may in certain circumstances permit the acquiring authority to determine confirmation of the order].
6. Any objection to the order must be made in writing to the Welsh Ministers before [INSERT A DATE AT LEAST 21 DAYS FROM THE DATE OF FIRST PUBLICATION OF THE NOTICE] and state the title of the order, the grounds of objection and the objector's address and interests in the land.

Description of [land]

Extent, description and situation of the land
All interests in 400 square metres of derelict land known as 1, 2 and 3 Stryd Glyndwr
All interests in 69 square metres of grazing land known as number 4 Stryd Glyndwr located opposite number 21 Stryd Glyndwr and on the junction with Clos Glyndwr

Date:

Signature:

Appendix 9 - Example of a Form of Notice Concerning a CPO for Newspaper Publication and Affixing on or near the Land Comprised in the Order

Form of Notice Concerning a Compulsory Purchase Order for Newspaper Publication and Affixing on or near the Land Comprised in the Order

The [Cwm County Council (Redevelopment of Land at 1 – 4 Stryd Glyndwr
Abervalley) Compulsory Purchase] Order 20[20]

Compulsory purchase of [land] in Stryd Glyndwr, Abervalley

Notice is hereby given that the [Cwm County Council] has [made] the [Cwm
County Council (Redevelopment of Land at 1 – 4 Stryd Glyndwr Abervalley)
Compulsory Purchase] Order 2020] under [section of 226(1)(a) of] [the Town
and Country Planning Act 1990]. It is about to [submit] this order [to the Welsh
Ministers for confirmation] and, if [confirmed], the order will authorise [Cwm
County Council] to purchase compulsorily [the land] described below for the
purpose of [facilitating the redevelopment and improvement of the land known
as 1 – 4 Stryd Glyndwr and the wider area of Stryd Glyndwr, Close
Aberpennar and Clos Glyndwr including securing the provision of residential
development together with retail uses along with transport infrastructure and
green space].

A copy of the order and of the accompanying map may be seen at all
reasonable hours at [Cwm County Council Offices HQ, Beth Industrial Estate,
Abervalley, AB1 8UJ].

Any objection to the order must be made in writing to [The Planning
Inspectorate Wales, Specialist Case Work, Government Building, Cathays
Park, Cardiff, CF10 3NQ] before [INSERT A DATE AT LEAST 21 DAYS
FROM THE DATE OF FIRST PUBLICATION OF THE NOTICE] and state the
title of the order, the grounds of objection and the objector's address and
interests in the land.

Description of [land]

Extent, description and situation of the land
All interests in 400 square metres of derelict land known as 1, 2 and 3 Stryd Glyndwr
All interests in 69 square metres of grazing land known as number 4 Stryd Glyndwr located opposite number 21 Stryd Glyndwr and on the junction with Clos Glyndwr

Date:

Signature:

Appendix 10 - Example of a Statement of Case for a Vacant Land Town and Country Planning Act CPO

**THE [*INSERT TITLE OF CPO* E.G. CWM COUNTY COUNCIL
(REDEVELOPMENT OF LAND AT 1 – 4 STRYD GLYNDWR
ABERVALLEY) COMPULSORY PURCHASE ORDER 2020]
THE [*INSERT TITLE OF LEGISLATION* E.G. TOWN AND COUNTRY
PLANNING ACT 1990
THE LOCAL GOVERNMENT (MISCELLANEOUS PROVISIONS) ACT 1976]
AND THE ACQUISITION OF LAND ACT 1981**

**Statement of Case of [*INSERT NAME OF ACQUIRING AUTHORITY* E.G.
CWM COUNTY COUNCIL]**

[*INSERT DATE*]

1. Introduction

- 1.1 [INSERT TITLE OF ACQUIRING AUTHORITY e.g. Cwm County Council] of [INSERT ADDRESS OF ACQUIRING AUTHORITY e.g. Cwm Valley Business Estate, Abervalley, AB1 9CD] (“the acquiring authority”) has made the compulsory purchase order (“CPO”) under section [INSERT SECTION NUMBER e.g. 226(1)(a)] of the [INSERT TITLE AND DATE OF THE ACT AUTHORISING COMPULSORY PURCHASE e.g. Town and Country Planning Act 1990 (“TCPA 1990”) (as amended)] and the Acquisition of Land Act 1981.
- 1.2 [INSERT PURPOSE OF CPO IN LINE WITH WORDING OF THE ACT AUTHORISING COMPULSORY PURCHASE e.g. The purpose of the CPO is to facilitate the redevelopment and improvement] of the CPO land described in paragraph x below and to implement the CPO scheme. [INSERT WORDING OF THE ACT AUTHORISING COMPULSORY PURCHASE e.g. The acquiring authority is confident the CPO scheme will improve the social, economic and environmental well-being] of the [DESCRIBE AREA e.g. the residential area comprising of Stryd Glyndwr, Close Aberpennar and Clos Glyndwr, Abervalley].
- 1.3 [INSERT STATEMENT RELATING TO ACQUIRING RIGHTS OVER LAND e.g. Section 13 of the Local Government (Miscellaneous Provisions) Act 1976 (“LG(MP)A 1976”) enables a local authority to compulsorily acquire new rights over land to enable construction and maintenance works to be carried out to deliver and maintain the CPO scheme].

2. Description of the Compulsory Purchase Order land

- 2.1 The CPO land is situated at [DESCRIBE LOCATION e.g. the residential area of Stryd Glyndwr and identified as property numbers 1 – 3, grazing land known as number 4 Stryd Glyndwr, and vacant scrub land adjacent to land known as number 4 Stryd Glyndwr] and comprises approximately [INSERT SITE AREA AND BRIEF DESCRIPTION OF TOPOGRAPHICAL FEATURES e.g. 519 square metres of flat land]. [INSERT DESCRIPTION OF CURRENT USE[S] e.g. The CPO land mainly comprises of three derelict, empty properties (numbers 1 – 3 Stryd Glyndwr) with the eastern part of the land being vacant and used for occasional grazing uses].
- 2.2 [DESCRIBE NORTHERN BOUNDARY OF THE CPO LAND e.g. The CPO land is bounded to the North by the rear boundaries of property numbers 16 and 18 Clos Glyndwr]. [DESCRIBE SOUTHERN BOUNDARY e.g. The CPO land is bounded to the South the public highway of Stryd Glyndwr].

- 2.3 [DESCRIBE EASTERN BOUNDARY e.g. The Eastern boundary of the CPO land is formed by the public highway of Clos Glyndwr].
[DESCRIBE WESTERN BOUNDARY e.g. the Western boundary of the CPO land is formed by a vacant parcel of land to the rear of property numbers 2 – 18 Clos Aberpennar].
- 2.4 [DESCRIBE ALLOCATION e.g. The CPO land is allocated for mixed use development] in the [DESCRIBE DEVELOPMENT PLAN DOCUMENT(S) AND DATE e.g. Cwm County Council Local Development Plan (LDP) 2015 - 2030].
- 2.5 [IDENTIFY ANY LAND AND/OR BUILDINGS THAT ARE LISTED OR AN ANCIENT MONUMENT WITHIN THE CPO LAND e.g. There are no listed buildings or scheduled ancient monuments located within the boundaries of the CPO land].
- 2.6 [IDENTIFY ANY PART OF THE CPO LAND THAT IS WITHIN A CONSERVATION AREA e.g. There is no part of the CPO land which is located within a conservation area].
- 2.7 [IDENTIFY ANY LAND AND/OR BUILDINGS THAT ARE IDENTIFIED AS A SPECIAL CATEGORY OF LAND, CROWN LAND, CONSECRATED LAND, RENEWAL AREA, ETC e.g. There are no issues concerning special categories of land, crown land, consecrated land or renewal areas within the CPO land].
- 2.8 [INSERT STATEMENT REGARDING STATUTORY UNDERTAKERS APPARATUS e.g. Equipment and structures of the statutory undertakers will be protected, replaced, diverted, extended or improved as necessary. The land known as number 4 Stryd Glyndwr included within the CPO land is constraint by an easement to allow Telecommunications Cymru access to the northern boundary of the site to maintain its apparatus].
- 2.9 [DESCRIBE CONDITION OF CPO LAND, IDENTIFY HISTORICAL DEVELOPMENT OF THE LAND AND ANY DEVELOPMENT CONSTRAINTS e.g. The CPO land is in poor condition and was previously occupied by four residential properties. Three of the properties remaining on site have been unoccupied since 2000 and one of the properties (4 Stryd Glyndwr) suffered extensive fire damaged in 2005 and was demolished in 2006. The site of the former property has remained derelict and undeveloped. The three remaining properties (1 – 3 Stryd Glyndwr) on the CPO land have deteriorated significantly due to the lack of maintenance. The CPO land is unsightly, neglected and considered an eyesore by nearby surrounding residents and the local community council. The CPO land is also subject to frequent littering, dog fouling, fly-tipping and attracts antisocial behaviour which has deterred private sector investment].

- 2.10 [DESCRIBE THE CURRENT OWNERSHIP ARRANGEMENTS AND EFFORTS TO ACQUIRE THE LAND BY AGREEMENT e.g. The CPO land comprises a [INSERT SIZE OF LAND IN SQUARE METRES e.g. 519 sq. metres] in multiple ownership (i.e. two separate landowners and one rights holder). Several attempts have been made by the acquiring authority to acquire the CPO land by agreement without success. Further details on the attempts by the acquiring authority to acquire the CPO land by agreement is provided below in section 5 below. Single ownership is required to enable development to proceed. Compulsory purchase will enable redevelopment to take place at an early date by providing certainty for programming and will enable the acquiring authority to achieve its objectives. The acquiring authority will continue to attempt to purchase land by agreement.
- 2.11 The extent of the CPO land is illustrated on the CPO map appended to the CPO. Individual plot boundaries and numbers on the CPO map correspond with the Schedule to the CPO.
- 2.12 The land proposed to be acquired is shown coloured [DESCRIBE COLOUR e.g. pink] on the CPO map.
- 2.13 The land where new rights are sought under section 13 of the LG(MP)A 1976 is shown coloured [DESCRIBE COLOUR e.g. blue] on the CPO map.

3 The acquiring authority's purpose

- 3.1 [DESCRIBE THE CHOSEN ENABLING POWER AND EXPLAIN THE USE OF THE POWER e.g. Under section 226(1)(a) of the TCPA 1990 a local authority has the power, on being authorised to do so by the Welsh Ministers, to acquire compulsorily any land in their area if it thinks the acquisition will facilitate the carrying out of development, re-development or improvement on or in relation to the land. The authority must not exercise the power under section 226(1)(a) unless it thinks the development, re-development or improvement is likely to contribute to the achievement of any one or more of the following objects–
- (a) the promotion or improvement of the economic well-being of their area;
 - (b) the promotion or improvement of the social well-being of their area;
 - (c) the promotion or improvement of the environmental well-being of their area].

- 3.2 [OUTLINE PURPOSE FOR SEEKING TO ACQUIRE THE LAND e.g. The purpose of the CPO is to facilitate the redevelopment and improvement] of the CPO land and the wider [DESCRIBE AREA e.g. residential] area of Stryd Glyndwr, Close Aberpennar and Clos Glyndwr and to implement the CPO scheme. The CPO is required to ensure the timely acquisition of land and rights required for the scheme].
- 3.3 [OUTLINE HOW THE SCHEME PROVIDES A MORE EFFECTIVE USE OF LAND AND AN IMPROVEMENT ON THE EXISTING SITUATION i.e. The benefits from the CPO scheme, which will contribute towards the economic, social and environmental well-being of the area, include the following:
- An improvement in the condition of the land which is of serious detriment to the visual amenity of the residential areas of Stryd Glyndwr, Clos Aberpennar and Clos Glyndwr and which will worsen without appropriate action being taken.
 - Remove an impediment to the regeneration of the wider residential area which forms part of the Abervalley Town Centre Regeneration Framework (2015). The Framework identifies key residential areas in Abervalley where regeneration investment is required, this includes the area covering Stryd Glyndwr, Close Aberpennar and Clos Glyndwr which ranks highly in the Wales Index of Multiple Deprivation.
 - The land has remained derelict and unused since approximately 2006, and the redevelopment of the land will improve both the negative image and social space of Stryd Glyndwr. It will help create an attractive environment for residents and visitors to the town along with investment opportunities for the private sector.
 - Provide additional residential units to address the shortage of housing accommodation available in the county borough.
 - Improve the flow of traffic of the area and safety of residents through the off-street parking element of the CPO scheme.
 - Create a new green space in the heart of the community which will lower housing density and provide a focal point and asset for residents. The planned refurbishment of the existing properties into a mix of uses and the construction of new housing around the green space will attract economically active residents and create a more balanced, stable and sustainable community.
 - Contribute to delivering a safe, attractive and vibrant town which is a priority identified in the Cwm County Council 2018 – 2022 Corporate Plan “*Taking Us Forward*”].
- 3.4 [DESCRIPTION OF DEVELOPMENT, LAND USES AND ACCOMMODATION BREAKDOWN e.g. The CPO scheme comprises:
- The refurbishment of three terraced houses (numbers 1 – 3 Stryd Glyndwr) to be completed in partnership with a housing association and a private sector developer, into a mixture of: 2 x 2 bedroom apartments, retail units and A3 uses.
 - Housing on the vacant plot of land formerly known as 4 Stryd Glyndwr.

- A communal garden to serve the residential areas of Stryd Glyndwr, Clos Aberpennar and Clos Glyndwr.
- Provision for off-street car parking.

The acquiring authority will be working to ensure:

- Owner occupation and/or Registered Social Landlord ownership.
- Since occupancy family housing and good quality apartments.

The acquiring authority's proposals will result in:

- A balanced housing market in terms of type and tenure.
- Increased economically active residents in the area.
- A settled community.
- An attracted environment to live, work and visit.

In drawing up the proposals, regard has been given to the interference with the rights of all those with interests in the CPO land and who would otherwise be affected by the CPO scheme].

- 3.5 [INSERT A DESCRIPTION OF ANY NEW RIGHTS WHICH ARE BEING CREATED, SUCH AS A RIGHT OF ACCESS, AND AN EXPLANATION OF WHY THE NEW RIGHTS ARE NEEDED e.g. In addition to the land required, the implementation of the CPO scheme requires the acquisition a new rights over vacant scrub land on the north-eastern boundary of the CPO land adjacent to land known as number 4 Stryd Glyndwr owned by a third party. The rights are required to secure a right of access to this part of the CPO land without the development cannot be achieved. The CPO Schedule provides full details of the rights to be acquired in respect to each plot of land however the acquiring authority will continue to seek to acquire the rights by agreement].

- 3.6 [WHERE AN AGREEMENT UNDER SECTION 106 OF THE TCPA 1990 HAS BEEN ENTERED INTO INSERT THE FOLLOWING: “[NAME OF PARTIES] ENTERED INTO AN AGREEMENT UNDER SECTION 106 OF THE TCPA 1990 ON [DATE] PRIOR TO THE ISSUE OF THE PLANNING PERMISSION, TO BIND THE CPO LAND. THE SECTION 106 AGREEMENT SECURED THE FOLLOWING BENEFITS:
- (A) [DETAILS OF FINANCIAL OBLIGATIONS.
- (B) [DETAILS OF NON-FINANCIAL OBLIGATIONS.]”].

Planning policy: national and local

3.7 [INSERT THE CASE FOR THE CPO SCHEME WITH REFERENCE TO RELEVANT PLANS AND STRATEGIES, A STATEMENT ABOUT THE PLANNING POSITION OF THE CPO LAND AND HOW THE CPO SCHEME CONFIRMS TO STATUTORY DUTIES e.g. The need for the comprehensive redevelopment of the CPO land is recognised and supported by planning policy at national and local levels as follows: [DETAIL RELEVANT NATIONAL, REGIONAL AND LOCAL PLANNING POLICY e.g.

- Planning Policy Wales (PPW) [INSERT RELEVANT EDITION NUMBER e.g. Edition 10, December 2018)] i.e.
 - Paragraph 2.8 (placemaking);
 - Paragraphs 3.51 – 3.53 (previously developed land including use of compulsory purchase powers);
 - Paragraphs 4.2.1 and 4.2.17 (housing delivery); and
 - Paragraphs 4.5.1 and 4.5.7 (recreational spaces).
 - Paragraph 4.3.34 (mixed uses and primary and secondary shopping areas).
- Strategic area wide policy SEW 2 in the Cwm County Council Local Development Plan (LDP) 2015 – 2030 – Sustainable development. The site meets the LDP's criteria for sustainable development.
- Strategic area wide policy SEW 5 in the Cwm County Council LDP – Key Settlement of Abergallt. SEW 5 focuses on building strong, sustainable and integrated communities in the key settlement of Abergallt. SEW 5 promotes the redevelopment of derelict, vacant land through the regeneration of Abergallt. This will be achieved by the CPO scheme.
- Strategic area wide policy SEW 15 in the Cwm County Council LDP – Promoting a Diverse Economy. The redevelopment and improvement of the CPO land will replace a vacant, derelict site with a mixed-use scheme which will contribute to the regeneration of the key settlement of Abergallt and promote a strong, diverse economy in the settlement.
- Local policy LP 1 in the Cwm County Council LDP – allocation for residential. The redevelopment and improvement of the CPO land to provide additional housing units on the site confirms with the allocation for residential development under local policy LP 1.
- Local policy LP 16 in the Cwm County Council LDP – Stryd Glyndwr. The redevelopment and improvement of the CPO land will support the enhancement of the character and appearance of Stryd Glyndwr which is identified as a priority area in the key settlement of Abergallt.
- Cwm County Council 2018 – 2022 Corporate Plan “*Taking Us Forward*”.
- Abergallt Town Centre Regeneration Framework (2015)].

Planning position

- 3.8 [IF THERE IS AN ACTIVE PLANNING PERMISSION ON THE CPO LAND STATE WHETHER OUTLINE OR FULL AND ON WHAT DATE ISSUED e.g. The CPO scheme was granted outline planning permission under application reference number 007/19 on 1 October 2019 at THE Planning Management Committee of 9 September 2019.
- 3.9 The CPO scheme has been considered acceptable when assessed against the acquiring authority's development plan in place at the date of the planning permission and taking into account all other material considerations. A full appraisal of the relevant national, regional and local planning policy considerations relevant to the CPO scheme are set out in the Planning Officer's Report to the Planning Management Committee dated of 9 September 2019, a copy of which is attached at Appendix 1].

Well-being of Future Generations (Wales) Act 2015

- 3.10 [OUTLINE HOW THE CPO SCHEME CONTRIBUTES TO THE SEVEN WELL-BEING GOALS SET OUT BY THE WELL-BEING OF FUTURE GENERATIONS (WALES) ACT 2015 e.g. The CPO scheme makes a direct contribution to the seven well-being goals set out in the Well-being of Future Generations (Wales) Act 2015, in particular:
- 'A healthier Wales': the provision of a communal garden will help maximise the communities' physical and mental well-being;
 - 'A more equal Wales': a mixture of housing association and private sector let residential development will enable local people to fulfil their potential no matter what their socio-economic background or circumstances; and
 - 'A Wales of cohesive communities': the redevelopment and improvement of derelict, vacant land into a mixture of uses will contribute to supporting an attractive, viable, safe and well-connected community].
- 3.11 [OUTLINE HOW REGARD WILL BE HAD TO THE 'FIVE WAYS OF WORKING' CONTAINED IN THE WELL-BEING OF FUTURE GENERATIONS (WALES) ACT 2015 THROUGH THE CPO SCHEME e.g. The CPO scheme is consistent with the sustainable development principle established by the Well-being of Future Generations (Wales) Act 2015 through the five ways of working:
- Long term – the objectives of the CPO scheme, and the actions which will deliver these objectives, are part of a long term vision of enhancing the town of Abervalley and regenerating the residential areas of Stryd Glyndwr, Clos Aberpennar and Clos Glyndwr which is in accordance with the adopted Cwm County Council LDP 2015 - 2030.
 - Prevention – the CPO scheme seeks to address a range of issues to achieve the vision of the acquiring authority and to ensure they do not get worse or reoccur in the future.

- Integration – the CPO scheme will help deliver a number of objectives identified in: Cwm County Council 2018 – 2022 Corporate Plan “*Taking Us Forward*”; Abervally Town Centre Regeneration Framework (2015); Cwm County Council LDP 2015 – 2030. This will ensure the approach to regenerating Abervally is joined-up, integrated and co-ordinated.
- Collaboration – intrinsic to the delivery of the CPO scheme is collaboration with other public services, third sector organisations, and partners from the private sector.
- Involvement – the views of the communities in the residential areas of Stryd Glyndwr, Clos Aberpennar and Clos Glyndwr have been sought on the proposals to achieve buy-in to the CPO scheme. The views of the communities have informed the final composition of the CPO scheme and the communities will be involved with the delivery of the CPO scheme as deemed appropriate].

Public Sector Equality Duty

- 3.12 [INSERT A STATEMENT ON HOW THE REQUIREMENTS OF THE PUBLIC SECTOR EQUALITY DUTY ARE BEING TAKEN INTO CONSIDERATION AS PART OF THE CPO PROCESS e.g. All public body acquiring authorities are bound by the Public Sector Equality Duty as set out in section 149 of the Equality Act 2010. As part of the Public Sector Equality Duty, public body acquiring authorities must have due regard to the need to promote equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it.
- 3.13 As part of the CPO process the acquiring authority has given consideration to all the protected characteristics in the Equality Act 2010 through completion of an Equality Analysis (EqA). The EqA has been undertaken to assess the potential impact on people with protected characteristics of the making of the CPO and the implementation of the CPO scheme, in line with the Equality Act 2010. This will ensure any potential impacts of the CPO have been considered and where possible mitigated. In summary, equality of opportunity is being promoted by making sure all CPO documentation is accessible for people with sight problems or learning difficulties and that people have access to advocates or advice.
- 3.14 The EqA will be monitored and reviewed throughout the CPO process to ensure any future impact can be measured and mitigated against as necessary].

- 4 Third party interests in and rights over the Compulsory Purchase Order Land
- 4.1 [INSERT DETAILS OF PARTIES WITH A QUALIFYING INTEREST IN THE CPO LAND ACQUIRED THROUGH A REFERENCING EXERCISE e.g. The Schedule to the CPO lists all parties with a qualifying interest in the CPO land as defined by section 12(2) of the Acquisition of Land Act 1981 including:
- (a) Owners, lessees, tenants and occupiers of the CPO land.
 - (b) Those with the benefit of rights within the CPO land or restrictive covenants that affect titles that make up the CPO land.
 - (c) All other parties with a power to sell, convey or release an interest or right over the CPO land and any parties entitled to make a compensation claim under section 10 of the Compulsory Purchase Act 1965.
- 4.2 The CPO Schedule has been prepared following an extensive referencing exercise by the acquiring authority and is based upon information gathered through:
- (a) inspection of: Land Registry Title documents; rating records; council tax records; planning records; records (e.g. tenancy schedules) of any private sector partner;
 - (b) site inspections and enquiries with occupiers of the land, agents and local authority valuers; and
 - (c) responses to notices requiring information issued under section 5A of the Acquisition of Land Act].
- 4.3 [STATE WHETHER OR NOT THE CPO LAND IS OWNED BY ANOTHER LOCAL AUTHORITY (IF SO, NAME THE LOCAL AUTHORITY), THE NATIONAL TRUST OR WHICH FORMS PART OF A COMMON, OPEN SPACE LAND OR FUEL OR FIELD GARDEN ALLOTMENT e.g. None of the CPO land is owned by another local authority, by the National Trust or which forms part of a common, open space land or fuel or field garden allotment].
- 4.4 [STATE WHETHER OR NOT ANY OWNERS ARE LISTED AS 'UNKNOWN' IN THE CPO SCHEDULE, IF THEY ARE PROVIDE DETAILS OF THE STEPS TAKEN TO IDENTIFY THE OWNER(S) e.g. There are no owners listed as 'unknown' in the CPO Schedule].
- 4.5 [STATE WHETHER OR NOT AT THE MAKING OF THE CPO THERE ARE KNOWN UTILITIES COMPANIES WHO WILL BE AFFECTED BY THE CPO SCHEME e.g. At the date of the making of the CPO there is one known utilities company which will be affected by the CPO scheme, this is detailed in the CPO Schedule].

5 Engagement and negotiations with affected parties

5.1 [OUTLINE:

- (A) THE STEPS TAKEN TO NEGOTIATE FOR THE ACQUISITION OF THE LAND BY AGREEMENT; AND
- (B) WHAT ENGAGEMENT HAS BEEN UNDERTAKEN WITH PEOPLE AFFECTED BY THE PROPOSAL AND THE ISSUES OR CONCERNS RAISED. IF PLANS HAVE BEEN ALTERED TO ADDRESS CONCERNS EXPLAIN HOW. ALTERNATIVELY, EXPLAIN WHY IT HAS NOT BEEN ABLE TO ADDRESS SPECIFIC CONCERNS. ALSO EXPLAIN WHAT HAS BEEN DONE TO LESSEN THE IMPACT ON PEOPLE, COMMUNITIES AND BUSINESSES AND/OR TO HELP THEM RELOCATE.

e.g. The acquiring authority is seeking to negotiate with each qualifying person to acquire their interests in the CPO land in order that compulsory acquisition can be avoided. Given the time frame involved in obtaining a CPO, the acquiring authority is planning for and initiating the formal CPO procedures in parallel with negotiations.

- 5.2 The acquiring authority has previously attempted to acquire interests by agreement through the issuing of letters by recorded delivery to the respective landowners to express concern over the condition of the CPO land, ascertain their intentions and set out the acquiring authority's proposals for the land. Landowners have been informed of the various options available for the disposal or return of the land to beneficial use. This includes the acquiring authority willing to purchase the land by agreement alongside and throughout the CPO process, and up to possession should the CPO be confirmed.
- 5.3 In relation to the vacant land known as number 4 Stryd Glyndwr, the acquiring authority met with the landowner and their representatives on 29 September 2019 to discuss the potential sale of the site. To demonstrate a willingness to acquire the interest by agreement the acquiring authority proposed a Memorandum of Agreement with the landowner to establish principles for a private sale. However, negotiations for purchasing the land by agreement have proved unsuccessful so far and discussions continue.
- 5.4 On 5 November 2019 the landowners were notified because of the declining condition of the land and complaints received by the Environmental Health Department, the acquiring authority would be seeking to commence the procedure for the compulsory purchase of the CPO land. No responses to this notification have been received from the landowners. As a result, a CPO is required to implement the CPO scheme to redevelop and improve the land.
- 5.5 The acquiring Authority has contacted all affected landowners with a view to negotiating an appropriate licence to acquire the new rights prior to the CPO being confirmed.

The CPO will nevertheless include and make provision for the necessary acquisition of the reserved rights in case the requisite rights cannot be secured by agreement.

- 5.6 A comprehensive summary of the acquiring authority's engagement with the landowners is included in the Cwm County Council Resolution to Use Compulsory Purchase Powers Report (dated 5 December 2019) which is attached at Appendix 2.
- 5.7 The acquiring authority will continue its attempts to acquire interests by agreement. This will be undertaken alongside and throughout the CPO process, up to possession should the CPO be confirmed. As there is no certainty all interests can be acquired by agreement, the CPO is necessary to ensure the CPO land can be assembled to deliver the CPO scheme].
- 5.8 [WHERE A CPO SCHEME WILL INVOLVE THE RELOCATION OF BUSINESSES INSERT A STATEMENT ON PROPOSALS FOR RELOCATING BUSINESS TENANTS E.G. *"ACQUISITION OF THE INTERESTS WILL AFFECT A NUMBER OF BUSINESSES. DISCUSSIONS WITH BUSINESS OCCUPIERS HAVE TAKEN PLACE SINCE THE ORIGINAL PROPOSALS WERE THE SUBJECT OF CONSULTATION AND A NUMBER OF TENANTS ARE DISCUSSING RELOCATION. IN SOME CASES THE ACQUIRING AUTHORITY IS SEEKING TO AGREE RELOCATION ARRANGEMENTS. THE ACQUIRING AUTHORITY IS SUPPORTIVE OF ASSISTING THOSE SEEKING RELOCATION AND DISCUSSIONS CONTINUE. FURTHER INFORMATION CAN BE OBTAINED FROM THE ACQUIRING AUTHORITY: [CONTACT DETAILS]."*]
- 5.9 [WHERE STATUTORY UNDERTAKERS WILL BE AFFECTED BY A CPO INSERT A STATEMENT ON THE STEPS TAKEN TO PROTECT THEIR INTEREST E.G. *"THE ACQUIRING AUTHORITY HAS IDENTIFIED ALL THE STATUTORY UNDERTAKERS AFFECTED BY THE CPO IN ORDER TO ENTER INTO AGREEMENTS TO PROTECT OR, IF NECESSARY, RELOCATE THEIR EQUIPMENT OR SERVICES. DISCUSSIONS ARE PROGRESSING WITH THEM."*]
- 5.10 [WHERE CPO LAND IS OWNED BY ANOTHER LOCAL AUTHORITY OR THE NATIONAL TRUST, PROVIDE A STATEMENT ON THE NEGOTIATIONS BEING UNDERTAKEN E.G. *DISCUSSIONS ARE ONGOING WITH [NAME OF LOCAL AUTHORITY] AND/OR THE NATIONAL TRUST IN RESPECT OF THEIR LAND. NEGOTIATIONS CAN BE SUMMARISED AS FOLLOWS: ...*
- IF AN OBJECTION IS MADE BY [A STATUTORY UNDERTAKER] [A LOCAL AUTHORITY] [THE NATIONAL TRUST] ANY CONFIRMATION OF THE CPO BY THE WELSH MINISTERS WILL BE SUBJECT TO SPECIAL SENEDD PROCEDURE."*].

- 5.11 [WHERE A CPO LAND INVOLVES COMMON LAND, OPEN SPACE OR ALLOTMENT LAND, STATE A CERTIFICATE UNDER SECTION 19 OF THE ACQUISITION OF LAND ACT 1981 IS REQUIRED FROM THE WELSH MINISTERS TO AUTHORISE ITS ACQUISITION THROUGH THE CPO. ALSO, THAT CONFIRMATION WILL BE SUBJECT TO SPECIAL SENEDD PROCEDURE UNLESS THE WELSH MINISTERS CERTIFY ONE OF THE THREE EXCEPTIONS APPLIES UNDER SECTION 19 OF THE ACQUISITION OF LAND ACT 1981. IDENTIFY ANY SUCH LAND AND STATE THE GROUNDS OF THE APPLICATION].

Consultations

- 5.12 [INSERT DETAILS OF THE CONSULTATION UNDERTAKEN TO INFROM THE CPO SCHEME e.g. The development of the CPO scheme has involved an ongoing process of consultation with statutory authorities, specialists, and local community groups.
- 5.13 An extensive consultation exercise was undertaken between June and August 2019 regarding the CPO scheme. Ninety people attended a public exhibition and preview evening, forty-five completed questionnaires were returned, and 50 letters were received from individuals, interested groups, and community councils. The public information exhibitions were held over a two-day period at the Abervalley Community Centre on 1 and 2 September 2019.
- 5.14 The Abervalley Town Centre Forum has acted as a primary vehicle for community liaison and included representatives of a range of community groups and elected members to discuss key issues in the evolution of the CPO scheme. It is intended that the Abervalley Town Centre Forum will continue to meet regularly throughout the pre-construction and construction period to review progress made on implementing the CPO scheme.
- 5.15 The CPO scheme details were presented to the Design Commission for Wales and their comments were considered in the development of the scheme.
- 5.16 Landowners and people whose properties or private means of accesses would be directly affected by both the implementation and operation of the CPO scheme were contacted and informed about the details of the proposed scheme].

6 Justification for the use of compulsory purchase powers

- 6.1 [INSERT A STATEMENT JUSTIFYING THE USE OF ITS COMPULSORY PURCHASE POWERS, INCLUDING THE PUBLIC BENEFIT OF THE PROPOSED CPO SCHEME AND HOW IT HAS BEEN WEIGHED AGAINST THE IMPACT ON THE PEOPLE AFFECTED. ALSO, WHERE A RANGE OF USES ARE PROPOSED AS PART OF A CPO SCHEME EXPLAIN WHY THE ENABLING COMPULSORY PURCHASE POWER WAS CHOSEN e.g. Under section 226(1)(a) of the TCPA 1990 the acquiring authority has the power, on the authority of the Welsh Ministers, to acquire compulsorily any land in their area which will facilitate the carrying out of development, redevelopment or improvement on or in relation to the land providing it is likely to contribute to the achievement of the promotion or improvement of either the:
- (a) economic well-being of their area;
 - (b) social well-being of their area; or
 - (c) environmental well-being of their area.
- 6.2 The acquiring authority proposes, through the use of its compulsory purchase powers, to redevelop and improve an unsightly, neglected and derelict parcel of land for the purpose of delivering a mixed-use scheme to improve the economic, social and environmental well-being of the communities of Stryd Glyndwr, Clos Aberpennar and Clos Glyndwr. The CPO scheme will increase the residential offer in the area, provide employment opportunities, improve the public realm and develop an area of public space which will add social value for residents, shoppers and visitors.
- 6.3 As the current landowners have left the CPO land in an abandoned and vacant state, anti-social activities and public nuisance on the site have increased to the detriment of the communities living nearby. The acquiring authority therefore considers there is a compelling case in the public interest for the compulsory acquisition of the land and rights over the land which outweighs private land interests.
- 6.4 Due to the range of uses proposed as part of the CPO scheme, the acquiring authority considers no other single specific compulsory purchase power would be appropriate].
- 6.5 [INSERT A STATEMENT THAT THE LAND SUBJECT TO COMPULSORY PURCHASE IS THE MINIMUM REQUIRED FOR THE SCHEME e.g. The land the subject of the CPO represents the minimum necessary to deliver the proposed CPO scheme. The acquiring authority has given careful consideration to the need to include each parcel of land and each new right within the CPO land. Without ownership and control of the entire CPO land it is not possible to deliver the comprehensive CPO scheme as currently proposed and permitted.

A smaller site or smaller version of the CPO scheme would not achieve the environmental, social and economic benefits associated with the CPO scheme. The acquiring authority considers there are no suitable viable or available alternative sites].

- 6.6 [INSERT RELEVANT INFORMATION SPECIFIC TO THE PURPOSE OF THE CPO (E.G. CRIME REPORTS OR ENVIRONMENTAL STUDIES) e.g. The Police Authority for Abervalley have produced a number of Crime Reports for indecent which have occurred on the CPO land including:
- (i). Break-ins at the property numbers 1 – 3 Stryd Glyndwr (June 2001);
 - (ii). Vandalism at the property number 4 Stryd Glyndwr (May 2002);
 - (iii). Break-in at the property number 4 Stryd Glyndwr (January 2004);
 - (iv). Fire damage at the property number 4 Stryd Glyndwr (September 2005);
 - (v). Vandalism at the properties at numbers 1 – 3 Stryd Glyndwr (April 2006).

The acquiring authority has been required to use its statutory powers under the Building Act 1984 and TCPA 1990 on at least ten occasions between 2000 and 2018 in the interests of public safety to undertake urgent physical works. This includes securing the site, demolishing the property at number 4 Stryd Glyndwr, and making good the floor slabs. This is considered an on-going issue for the acquiring authority].

- 6.7 [INSERT A STATEMENT ON THE CONSEQUENCES OF NOT DELIVERING THE CPO SCHEME e.g. Failure to provide the CPO scheme will result in a further decline in the physical state of the CPO land and continuing anti-social behaviour in the area. The negative image contributed to the area will remain. There is also a risk of further enforcement action having to be taken by the acquiring authority in order to make safe the three empty, derelict properties on the CPO land].
- 6.8 [WHERE ANY VIEWS HAVE BEEN EXPRESSED BY A GOVERNMENT DEPARTMENT ABOUT THE PROPOSED DEVELOPMENT OF THE CPO LAND INSERT DETAILS OF SUCH VIEWS.]
- 6.9 [IF THE MINING CODE HAS BEEN INCLUDED, INSERT REASONS FOR DOING SO].
- 6.10 [WHERE A CPO IS MADE UNDER THE HOUSING ACTS PROVIDE INFORMATION REQUIRED IN LIGHT OF WELSH GOVERNMENT POLICY STATEMENTS E.G. CPOs MADE UNDER PART 9 OF THE 1985 ACT REQUIRE A STATEMENT OF UNFITNESS WHERE UNFIT BUILDINGS ARE BEING ACQUIRED].

Consideration of Human Rights

- 6.11 [INSERT A STATEMENT ON HOW HUMAN RIGHTS HAVE BEEN TAKEN INTO CONSIDERATION I.E. ARTICLE 1 (AND WHERE APPROPRIATE ARTICLE 8) OF THE ECHR e.g. In considering the use of its compulsory purchase powers, the acquiring authority has taken into account and considered the provisions of The First Protocol to the European Convention on Human Rights ("ECHR"). In particular, Article 1 of the First Protocol of the ECHR which provides for the right to the peaceful enjoyment of a person's possessions and protection of property. It is acknowledged compulsory purchase will not breach these Human Rights where it:

- Is authorised by law;
- Is proportionate;
- Can be demonstrated to be in the public interest; and
- Landowners and others with an interest in the land are appropriately compensated.

The acquiring authority considers there is a compelling case in the public interest for the compulsory acquisition of the CPO land and rights as it will bring benefits to residents and businesses in the surrounding areas of Stryd Glyndwr, Close Aberpennar and Clos Glyndwr which could not be achieved by agreement. Also, that the compulsory acquisition outweighs the loss which will be suffered by the existing landowners. The CPO follows existing legislative provisions in respect of the making of CPOs and the payment of compensation and, as such, the acquiring authority considers these to be compatible with the ECHR. In the absence of an agreement, the payment of compensation will be settled by a referral to the Upper Tribunal (Lands Chamber)].

7 Deliverability

Delivery plans

- 7.1 [INSERT STATEMENTS ON.....The acquiring authority intends to acquire all the interests in the CPO land (unless it is expressly stated in the CPO Schedule) either by agreement or by exercising its compulsory purchase powers as set out in this statement. The acquiring authority will pursue the acquisition of all qualifying interests in accordance with the Acquisition of Land Act 1981 to secure the implementation of the CPO scheme. The acquiring authority considers the interests and rights in the CPO land currently vested in third parties do not present an impediment to the deliverability of the CPO scheme if the correct statutory procedures are followed.
- 7.2 The Acquiring Authority are keen to commence the CPO scheme as soon as reasonably practicable. The present intention is for construction to commence in 2020 with an anticipated build of around 2 years.

- 7.3 [INSERT WHETHER OR NOT THERE ARE ANY OBSTACLES, POTENTIAL BARRIERS OR TIME CONSTRAINTS TO BE OVERCOME AND ANY PRIOR CONSENT NEEDED BEFORE THE CPO SCHEME CAN BE IMPLEMENTED E.G. NEED FOR A WASTE MANAGEMENT LICENCE e.g. As outline planning permission has been obtained for the CPO scheme it is not anticipated there will be any planning impediments to the scheme proceeding. There are no specific time constraints on the timetable for development other than the acquisition of all third party interests].
- 7.4 *[INSERT DETAILS OF ANY RELATED CPO, APPLICATION OR APPEAL WHICH MAY REQUIRE A CO-ORDINATED DECISION BY THE WELSH MINISTERS I.E. A CPO MADE UNDER OTHER POWERS, A PLANNING APPEAL/APPLICATION, ROAD CLOSURE, LISTED BUILDING OR CONSERVATION AREA CONSENT APPLICATION “E.G. IT IS INTENDED THE FOLLOWING ROADS [AND PUBLIC RIGHTS OF WAY] WILL BE STOPPED-UP AS PART OF THE CPO SCHEME UNDER SECTION [247 OR 257] OF THE TCPA 1990: [INSERT DESCRIPTION OF ANY ROADS AND PUBLIC RIGHTS OF WAY TO BE STOPPED-UP]. IT IS INTENDED IF OBJECTIONS TO THE APPLICATION FOR STOPPING UP ORDER ARE MADE, ANY INQUIRY WILL BE CO-JOINED WITH THE INQUIRY RELATING TO THE CPO. ONE OR MORE AGREEMENTS UNDER SECTION 278 OF THE HIGHWAYS ACT 1980 WILL BE ENTERED INTO BETWEEN THE ACQUIRING AUTHORITY AND [STATE OTHER PARTIES] IN RESPECT OF [DESCRIBE WORKS TO THE HIGHWAY RELATED TO THE SCHEME.]*
- [INSERT DETAILS AND STATUS OF ANY OTHER NECESSARY CONSENTS REQUIRED RELATING TO THE ROAD NETWORK AND TRANSPORT INFRASTRUCTURE AFFECTED BY THE CPO].”].*
- 7.5 [WHERE THE CPO SCHEME WILL BE DELIVERED IN PARTNERSHIP WITH A DEVELOPMENT PARTNER INSERT DETAILS OF THE ARRANGEMENTS E.G. “THE ACQUIRING AUTHORITY HAS ENTERED INTO A [DESCRIBE CONTRACTUAL ARRANGEMENT] WITH ITS DEVELOPMENT PARTNER TO [SUMMARISE PURPOSE OF CONTRACTUAL ARRANGEMENT]. UNDER THE TERMS OF THIS AGREEMENT, [SUMMARISE TERMS]”].

Funding

- 7.6 In the event of the CPO being confirmed by the Welsh Ministers, the assessment of compensation will be in accordance with the “compensation code” where the CPO scheme will be cancelled on the valuation date and the assessment undertaken on a ‘no-scheme world’ basis.

The acquiring authority is committed to the regeneration of its key settlements and has a capital budget of £1.5M over the next two financial years (2020/21 – 2021/22) for Investment in Regeneration. It is estimated the development cost for the CPO, based on the 'no-scheme world' principle, will be up to £450k. The acquiring authority has allocated capital funding from existing resources for the initial acquisition of the land. This funding will enable the acquiring authority to complete the compulsory acquisition within the statutory period following confirmation of the CPO.

- 7.7 The CPO scheme, which will be cancelled for the purposes of assessing compensation, is as follows:
- refurbishment of three terraced houses into a mix use i.e. residential, retail and A3;
 - new residential development on a vacant plot of land;
 - an area of green space; and
 - off-street car parking.
- 7.8 In summary, the acquiring authority is satisfied there are no financial, physical, planning or legal impediments to the CPO scheme and there is a reasonable prospect it will proceed].

8 Publicity

Deposit points

- 8.1 [PROVIDE A LIST OF ANY DOCUMENTS, MAPS AND PLANS WHICH WILL BE RELIED ON BY THE ACQUIRING AUTHORITY AT THE PUBLIC INQUIRY AND HAVE BEEN MADE PUBLICLY AVAILABLE AND/OR DETAILS OF WHERE PEOPLE CAN SEE THESE DOCUMENTS WHICH EXPLAIN THE ACQUIRING AUTHORITY'S CPO SCHEME e.g. The Statement of Case is a public document and is available for inspection on the acquiring authority's website and, together with the documents below, free of charge at the following address between 10.00AM and 4.00PM Mondays to Fridays with the exception of bank holidays:
Cwm County Council Offices HQ
Beth Industrial Estate,
Abervalley
AB1 8UJ
- 8.2 The following documents are relied upon by the acquiring authority:
- (a) The Cwm County Council (Redevelopment of Land at 1 – 4 Stryd Glyndwr Abervalley) Compulsory Purchase Order 2020 and Schedule.
 - (b) The Cwm County Council (Redevelopment of Land at 1 – 4 Stryd Glyndwr Abervalley) Compulsory Purchase Order 2020 Map and a site location plan.
 - (c) Extracts from the Acquisition of Land Act 1981.
 - (d) Extracts from the Town and Country Planning Act 1990.

- (e) Cwm County Council Resolution to Use Compulsory Purchase Powers Report (dated 5 December 2019).
- (f) Planning Officer's Report to the Planning Management Committee of 9 September 2019.
- (g) Planning application no. 007/19 and the following supporting documents:
 - Design and Access Statement
 - Transport Statement
 - Pre-application Consultation Report
 - Ecology Report
 - Noise Impact Assessment
- (h) Planning permission dated 1 October 2019 and related Planning Management Committee Report dated 9 September 2019 and minutes of the Committee meeting held on 9 September 2019.
- (i) The following policies from the Cwm County Council Local Development Plan (LDP) 2015 – 2030:
 - Strategic area wide policy SEW 2
 - Strategic area wide policy SEW 5
 - Strategic area wide policy SEW 15
 - Local policy LP 1
 - Local policy LP 16.
- (j) Cwm County Council 2018 – 2022 Corporate Plan "*Taking Us Forward*".
- (k) Abervally Town Centre Regeneration Framework (2015).
- (l) An Equality Analysis under the Equality Act 2010.
- (m) Copies of all letters of objections.

8.3 Additional copies of the published information may be obtained from the Welsh Government.

9 Response to objections

- 9.1 [LIST THE OBJECTIONS SUBMITTED AND THE ACQUIRING AUTHORITY'S RESPONSES. WHERE OBJECTIONS HAVE BEEN RESPONDED TO BY A WITNESS, STATE WHICH DOCUMENT CONTAINS THESE OBJECTIONS AND RESPONSES e.g. Find below a list of objections submitted to The Cwm County Council (Redevelopment of Land at 1 – 4 Stryd Glyndwr Abervally) Compulsory Purchase Order 2020 and the acquiring authority's response. Objections received on the following topics have been responded to by specialists who have prepared separate proofs of evidence which are attached to this document as appendices:
- (i) Land Contamination – see Statement of Case: Appendix 1 – Proof of Evidence on Land Contamination;
 - (ii) Ecology (Doormice) – see Statement of Case: Appendix 2 – Proof of Evidence on Ecology (Doormice).

Number	Objection	Response
Obj 1	The CPO is unlawful as it would interfere with their property rights in contravention of the Human Rights Act 1998	<p>It is considered compulsory purchase action will not constitute an unlawful interference with individual rights as:</p> <ul style="list-style-type: none"> (a) the CPO is made in accordance with the provisions of national legislation; (b) the CPO is necessary in the public interest; (c) the opportunity has been given through the development plan process of the Local Planning Authority to make representations on the planning policies which support the development and, through the planning application process, to make representations on the specific development proposals; (d) the opportunity will be available to make further representations and appear and have a fair hearing of those representation at a public inquiry in respect of the CPO; and (e) those directly affected by the CPO, if confirmed, will be entitled to compensation as provided under national law. <p>It is considered these factors, taken as a whole, satisfy the principles of protection of human rights.</p>

Obj 2	The acquisition of their interest is not necessary and there is no compelling case in the public interest to justify acquisition	<p>Consideration has been given to the extent of land necessary to achieve the objective of the CPO scheme. It was concluded whilst some areas included in the planning permission could be omitted, it was necessary to include in the CPO the acquisition of the land and the new rights shown in the CPO Schedule to achieve the objectives of the CPO scheme.</p> <p>Consideration has also been given to whether the anticipated public benefits and the public detriments give a positive balance to the public, and what may be the outcome if compulsory acquisition action is not taken. The acquiring authority was encouraged by the generally positive public reaction to the development proposals at exhibitions and expressed in the local press.</p> <p>It is considered to achieve the objectives of the CPO scheme requires a well-planned and co-ordinated comprehensive redevelopment which will be in a location where people will wish to live and work. This would be unlikely to be achieved if portions of the CPO land were redeveloped over a long period. Not acting would therefore not benefit the community of the residential areas of Stryd Glyndwr, Clos Aberpennar, Clos Glyndwr.</p> <p>On balance, the benefits to the community of taking early action to achieve the redevelopment materially outweigh the detriments and a compelling case in the public interest for action exists.</p>
-------	--	--

Obj 3	Acquisition is not necessary by indicating a willingness and intention to carry out their own redevelopment	The Objector has indicated it has its own proposals for the redevelopment of 1 – 3 Stryd Glyndwr. However, no proposals have been presented.
Obj 4	Acquisition is not necessary by indicating a willingness to exchange the CPO land for alternative land	The acquiring authority has been liaising with the Objector in an attempt to identify a suitable area of land. An area of land has been identified by the Objector, however, this has been rejected by the acquiring authority as it is allocated in the adopted LDP for a specific use which is not consistent with the proposed use of the land by the Objector. The acquiring authority is of the view the proposed use would therefore be in conflict with its development plan.
Obj 5	No negotiations had taken place with those whose access rights may be affected by works	Those occupiers whose rights may be affected by works may, at a future date, have a right to claim compensation under Section 10 of the Compulsory Purchase Act 1965 but it is not possible to negotiate that in advance.

10 Additional information

Contact details

10.1 [INSERT CONTACTS DETAILS FOR (A) FIRST POINT OF CONTACT AND (B) SURVEYOR AT THE ACQUIRING AUTHORITY e.g. For any enquiries relating to the CPO:

- The first point of contact at the acquiring authority is:
Mrs A.N Other, Stryd Glyndwr Project Manager, Cwm County Council (A.N.Other@ccc.gov.wales; 03000 123456).

Owners and tenants of properties affected by the CPO who wish to negotiate a sale and/or relocation or discuss matters of compensation/valuation should contact:

- Mr AJ Bloggs, Chief Land Surveyor, Cwm County Council (A.J.Bloggs@ccc.gov.wales; 03000 987654)].

Compulsory purchase public inquiry procedure rules

10.2 [INSERT A STATEMENT ON THE DISCHARGE OF THE REQUIREMENT TO PRODUCE A STATEMENT OF CASE UNDER THE RELEVANT INQUIRY PROCEDURE RULES e.g. This Statement of Case is in discharge of the acquiring authority's obligations in accordance with the Compulsory Purchase (Inquiries Procedure) (Wales) Rules 2020].

Proof of Evidence

10.3 [INSERT A STATEMENT ON THE REQUIREMENT FOR A PERSON WHO INTENDS TO GIVE EVIDENCE TO THE INQUIRY TO SEND TO THE ACQUIRING AUTHORITY AND INSPECTOR A COPY OF THEIR PROOF OF EVIDENCE AND A SUMMARY OF IT WHERE IT CONTAINS MORE THAN 1,500 WORDS. ALSO, OUTLINE THE WITNESSES WHO WILL GIVE EVIDENCE AT THE INQUIRY ON BEHALF OF THE ACQUIRING AUTHORITY e.g. Any person who is entitled to appear at the public inquiry under rule 16 of the Compulsory Purchase (Inquiries Procedure) (Wales) Rules 2010 and who intends to give evidence to the inquiry must send to the inspector and the acquiring authority:

- a copy of their proof of evidence; and
- where the statement of evidence contains more than 1,500 words a written summary of the proof (known as a summary proof)

together with any supporting documents no later than 3 weeks before the date set for the inquiry or a date set out in the inquiry timetable (see rule 17(1)-(3) of the Compulsory Purchase (Inquiries Procedure) (Wales) Rules 2010).

The following witnesses intend to give evidence to the inquiry on behalf of the acquiring authority:

- (i) Mrs Dorothy Cotton, BSc (Hons) MSc CEng FGS CEnv CSci, Land Contamination.
- (ii) Mr Ali Bell, MSc BSc MCIEEM CEnv, Ecology (Doormice).

Appendix 11a - Template Proof of Evidence (Land Contamination)

**THE [*INSERT TITLE OF CPO* E.G. THE CWM COUNTY COUNCIL
(REDEVELOPMENT OF LAND AT 1 – 4 STRYD GLYNDWR
ABERVALLEY) COMPULSORY PURCHASE ORDER 2020]
THE [*INSERT TITLE OF LEGISLATION* E.G. TOWN AND COUNTRY
PLANNING ACT 1990
THE LOCAL GOVERNMENT (MISCELLANEOUS PROVISIONS) ACT 1976]
AND THE ACQUISITION OF LAND ACT 1981**

Proof of Evidence on [*INSERT TOPIC* E.G. Land Contamination]

**[*INSERT NAME OF WITNESS AND QUALIFICATIONS* E.G. Mrs Dorothy
Cotton, BSc (Hons) MSc CEng FGS CEnv CSci]**

[*INSERT TOPIC* E.G. Land Contamination]

**[*INSERT DOCUMENT REFERENCE NUMBER* E.G. Document Reference:
CCC 003]**

[*INSERT DATE* E.G. February 2020]

1. Introduction

1.1 [INSERT NAME OF WITNESS, OCCUPATION, JOB TITLE, ORGANISATION REPRESENTING AND MEMBERSHIP OF ANY RELEVANT PROFESSIONAL BODY].

1.2 [INSERT QUALIFICATIONS].

1.3 [INSERT PREVIOUS RELEVANT EXPERIENCE].

2. Scope of Evidence

2.1 [OUTLINE IN BRIEF WHAT THE EVIDENCE OF THE WITNESS WILL COVER AND THE WITNESS' HISTORY OF INVOLVEMENT WITH THE CPO].

3 Main body of Evidence

3.1 [INSERT EVIDENCE OF WITNESS UNDER SUB-HEADINGS].

4. Response to Objections

4.1 [INSERT RESPONSES OR REBUTTALS TO INDIVIDUAL OBJECTIONS TO THE CPO RELATING TO THE WITNESS' AREA OF EXPERTISE].

5. Conclusion

5.1 [INSERT CONCLUSIONS AND RECOMMENDATION TO THE INQUIRY]

Appendix 11b - Template Proof of Evidence (Ecology)

THE [*INSERT TITLE OF CPO* E.G. THE CWM COUNTY COUNCIL
(REDEVELOPMENT OF LAND AT 1 – 4 STRYD GLYNDWR
ABERVALLEY) COMPULSORY PURCHASE ORDER 2020]
THE [*INSERT TITLE OF LEGISLATION* E.G. TOWN AND COUNTRY
PLANNING ACT 1990
THE LOCAL GOVERNMENT (MISCELLANEOUS PROVISIONS) ACT 1976]
AND THE ACQUISITION OF LAND ACT 1981

Proof of Evidence on [*INSERT TOPIC* E.G. Ecology]

[*INSERT NAME OF WITNESS AND QUALIFICATIONS* E.G. Mr Ali Bell,
MSc BSc MCIEEM CEnv]

[*INSERT TOPIC* E.G. Ecology]

[*INSERT DOCUMENT REFERENCE NUMBER* E.G. Document Reference:
CCC 004]

[*INSERT DATE* E.G. February 2020]

1. Introduction

1.1 [INSERT NAME OF WITNESS, OCCUPATION, JOB TITLE, ORGANISATION REPRESENTING AND MEMBERSHIP OF ANY RELEVANT PROFESSIONAL BODY].

1.2 [INSERT QUALIFICATIONS].

1.3 [INSERT PREVIOUS RELEVANT EXPERIENCE].

2. Scope of Evidence

2.1 [OUTLINE IN BRIEF WHAT THE EVIDENCE OF THE WITNESS WILL COVER AND THE WITNESS' HISTORY OF INVOLVEMENT WITH THE CPO].

3 Main body of Evidence

3.1 [INSERT EVIDENCE OF WITNESS UNDER SUB-HEADINGS].

4. Response to Objections

4.1 [INSERT RESPONSES OR REBUTTALS TO INDIVIDUAL OBJECTIONS TO THE CPO RELATING TO THE WITNESS' AREA OF EXPERTISE].

5. Conclusion

5.1 [INSERT CONCLUSIONS AND RECOMMENDATION TO THE INQUIRY]

Appendix 12a - Example of Notice of Confirmation for a Vacant Land Town and Country Planning Act 1990 CPO (non-General Vesting Declaration)

Form of Notice of Confirmation of a Compulsory Purchase Order

THE [INSERT TITLE OF CPO e.g. CWM COUNTY COUNCIL
(REDEVELOPMENT OF LAND AT 1 – 4 STRYD GLYNDWR ABERVALLEY)]
COMPULSORY PURCHASE ORDER [INSERT YEAR e.g. 2020]

The [INSERT TITLE OF ACT AUTHORISING COMPULSORY
ACQUISITION e.g. Town and Country Planning Act 1990]
and the Acquisition of Land Act 1981

1. Notice is hereby given that the Welsh Ministers in exercise of their powers under the above Acts, on [INSERT DATE e.g. 13 October 2020] confirmed [INSERT DETAILS OF THE CPO e.g. the Cwm County Council (Redevelopment of Land at 1 – 4 Stryd Glyndwr Abervalley) Compulsory Purchase Order 2020], submitted by the Cwm County Council (“the order”).
2. The order provides for the purchase for [the land] described in the Schedule below for the purposes [of facilitating the redevelopment and improvement of the land known as 1 – 4 Stryd Glyndwr and the wider area of Stryd Glyndwr, Close Aberpennar and Clos Glyndwr including securing the provision of residential development together with retail uses along with transport infrastructure and green space].
3. A copy of the order and the map referred to in the order, have been deposited at [INSERT PLACE OF DEPOSIT e.g. Cwm County Council Offices HQ, Beth Industrial Estate, Abervalley, AB1 8UJ] and may be seen at all reasonable hours.
4. The order becomes operative on the date on which this notice is first published. A person aggrieved by the order may, by application to the High Court within 6 weeks from that date, challenge its validity under section 23 of the Acquisition of Land Act 1981. The grounds for challenge can be that the authorisation granted by the CPO is not empowered to be granted or that there has been a failure to comply with any relevant statutory requirement relating to the order.

SCHEDULE

[LAND] COMPRISED IN THE ORDER AS CONFIRMED

Extent, description and situation of the land
All interests in 400 square metres of derelict land known as 1, 2 and 3 Stryd Glyndwr
All interests in 69 square metres of grazing land known as number 4 Stryd Glyndwr located opposite number 21 Stryd Glyndwr and on the junction with Clos Glyndwr

Appendix 12b - Example of Notice of Confirmation for a Vacant Land Town and Country Planning Act 1990 CPO (General Vesting Declaration)

Form of Notice of Confirmation of a Compulsory Purchase Order

THE [INSERT TITLE OF CPO e.g. CWM COUNTY COUNCIL
(REDEVELOPMENT OF LAND AT 1 – 4 STRYD GLYNDWR ABERVALLEY)]
COMPULSORY PURCHASE ORDER [INSERT YEAR e.g. 2020]

The [INSERT TITLE OF ACT AUTHORISING COMPULSORY
ACQUISITION e.g. Town and Country Planning Act 1990]
and the Acquisition of Land Act 1981

1. Notice is hereby given that the Welsh Ministers in exercise of their powers under the above Acts, on [INSERT DATE e.g. 13 October 2020] confirmed [INSERT DETAILS OF THE CPO e.g. the Cwm County Council (Redevelopment of Land at 1 – 4 Stryd Glyndwr Abervalley) Compulsory Purchase Order 2020], submitted by the Cwm County Council (“the order”).
2. The order provides for the purchase for [the land] described in the Schedule 1 below for the purposes of [facilitating the redevelopment and improvement of the land known as 1 – 4 Stryd Glyndwr and the wider area of Stryd Glyndwr, Close Aberpennar and Clos Glyndwr including securing the provision of residential development together with retail uses along with transport infrastructure and green space].
3. A copy of the order and the map referred to in the order, have been deposited at [INSERT PLACE OF DEPOSIT e.g. Cwm County Council Offices HQ, Beth Industrial Estate, Abervalley, AB1 8UJ] and may be seen at all reasonable hours.
4. The order becomes operative on the date on which this notice is first published. A person aggrieved by the order may, by application to the High Court within 6 weeks from that date, challenge its validity under section 23 of the Acquisition of Land Act 1981. The grounds for challenge can be that the authorisation granted by the CPO is not empowered to be granted or that there has been a failure to comply with any relevant statutory requirement relating to the order.

5. Once the order has become operative, Cwm County Council may acquire any of the land described in Schedule 1 below by executing a general vesting declaration under section 4 of the Compulsory Purchase (Vesting Declarations) Act 1981. A statement on the effect of Parts 2 and 3 of that Act is set out in Schedule [2] below.
6. Every person who, if a general vesting declaration were executed under section 4 of the Compulsory Purchase (Vesting Declarations) Act 1981 in respect of the land comprised in the order (other than land in respect of which notice to treat has been given), would be entitled to claim compensation in respect of any such land, is invited to give information to the [Cwm County Council] at [INSERT ADDRESS e.g. Mrs A.N.Other, Housing, Planning and Regeneration Directorate, Cwm County Council Offices HQ, Beth Industrial Estate, Abervalley, AB1 8UJ] as to the person's name and address and the land in question, using a prescribed form. The relevant prescribed form is set out in Schedule [3].

SCHEDULE 1

[LAND] COMPRISED IN THE ORDER AS CONFIRMED

Extent, description and situation of the land
All interests in 400 square metres of derelict land known as 1, 2 and 3 Stryd Glyndwr
All interests in 69 square metres of grazing land known as number 4 Stryd Glyndwr located opposite number 21 Stryd Glyndwr and on the junction with Clos Glyndwr

SCHEDULE 2

Form of Statement of Effect of Parts 2 and 3 of The Compulsory Purchase (Vesting Declarations) Act 1981

Power to make general vesting declaration

1. Once the [Cwm County Council (Redevelopment of Land at 1 – 4 Stryd Glyndwr Abervalley) Compulsory Purchase Order 2020] has become operative, the [INSERT NAME OF ACQUIRING AUTHORITY e.g. Cwm County Council] (“the Council”) may acquire any of the land described in Schedule 1 above by executing a general vesting declaration under section 4 of the Compulsory Purchase (Vesting Declarations) Act 1981 (“the Act”). This has the effect, subject to paragraphs 3 and 5 below, of vesting the land in the [Council] at the end of the period mentioned in paragraph 2.

Notices concerning general vesting declaration

2. As soon as may be after the [Council] execute a general vesting declaration, they must serve notice of it on every occupier of any of the land specified in the declaration (except land where there is one of the tenancies described in paragraph 4) and on every person who gives them information relating to the land following the invitation contained in the [confirmation] notice of the order. When the service of notices of the general vesting declaration is completed, a period specified in the declaration, of not less than three months, will begin to run. On the first day after the end of this period, the land described in the declaration will, subject to what is said in paragraphs 3 and 5, vest in the [Council] together with the right to enter on the land and take possession of it. Every person on whom the [Council] could have served a notice to treat in respect of their interest in the land (other than a tenant under one of the tenancies described in paragraph 4) will be entitled to claim compensation for the acquisition of their interest in the land, together with interest on the compensation from the vesting date.
3. The “vesting date” for any land specified in a declaration will be the first day after the end of the period mentioned in paragraph 2, unless a counter-notice is served under Schedule A1 to the Act within that period.

If a counter-notice is served, the vesting date for the land which is the subject of the counter-notice will be determined in accordance with Schedule A1.

Modifications with respect to certain tenancies

4. In the case of certain tenancies, the position stated above is subject to modifications. The modifications apply where the tenancy is either a “minor tenancy”, i.e. a tenancy for a year or a yearly tenancy or a lesser interest, or “a long tenancy which is about to expire”. “A long tenancy which is about to expire” means a tenancy granted for an interest greater than a minor tenancy but having on the vesting date a period still to run which is not more than the period specified in the declaration for this purpose (which must be more than a year). In calculating how long a tenancy has still to run, where any option to renew or to terminate it is available to either party, it is assumed that the landlord will take every opportunity to terminate the tenancy and the tenant will take every opportunity to retain or renew their interest.
5. The modifications are that the [Council] may not exercise the right of entry referred to in paragraph 2 in respect of land subject to a tenancy described in paragraph 4 unless they first serve notice to treat in respect of the tenancy and then serve every occupier of the land with a notice of their intention to enter and take possession after the period (which must be not less than three months from the service of the notice) specified in the notice. The right of entry will be exercisable at the end of that period. The vesting of the land will be subject to the tenancy until the end of that period or until the tenancy comes to an end, whichever happens first.

SCHEDULE 3

FORM FOR GIVING INFORMATION

The [Cwm County Council (Redevelopment of Land at 1 – 4 Stryd
Glyndwr Abervalley) Compulsory Purchase Order 2020]

To: Cwm County Council (“the Council”)

[I] being [a person] who, if a general vesting declaration were executed under section 4 of the Compulsory Purchase (Vesting Declarations) Act 1981 in respect of all the land comprised in the compulsory purchase order cited above in respect of which notice to treat has not been given, would be entitled to claim compensation in respect of [all] that land, give you the following information, pursuant to the provisions of section 15 of the Acquisition of Land Act 1981.

1. Name and address of informant(s): The Secretary, ABC Limited,
Enterprise Centre, Park Road, Abervalley, AB1 2CD
2. Land in which an interest is held by informant(s): All interests in 400
square metres of derelict land known as 1, 2 and 3 Stryd Glyndwr
3. Nature of interest: Owner
Mortgagee: Fon Williams Bank Limited, roll
number 01234

Signed:

Date:

Appendix 12c - Example of Notice of Confirmation by an Acquiring Authority for a Vacant Land Town and Country Planning Act 1990 CPO (non-General Vesting Declaration)

Form of Notice of Confirmation by an Acquiring Authority of a Compulsory Purchase Order

THE [INSERT TITLE OF CPO e.g. CWM COUNTY COUNCIL
(REDEVELOPMENT OF LAND AT 1 – 4 STRYD GLYNDWR ABERVALLEY)]
COMPULSORY PURCHASE ORDER [INSERT YEAR e.g. 2020]

The [INSERT TITLE OF ACT AUTHORISING COMPULSORY
ACQUISITION e.g. Town and Country Planning Act 1990]
and the Acquisition of Land Act 1981

1. Notice is hereby given that the [Cwm County Council], in exercise of its powers under the above Acts, on [13 October 2020] confirmed [the Cwm County Council (Redevelopment of Land at 1 – 4 Stryd Glyndwr Abervalley) Compulsory Purchase Order 2020] made by it (“the order”). No objections to the order were received within the permitted period and, consequently, notification was given by the Welsh Ministers that the power to confirm the order may be exercised by the acquiring authority in accordance with section 14A of the Acquisition of Land Act 1981.
2. The order provides for the purchase for [the land] described in Schedule 1 below for the purposes [of facilitating the redevelopment and improvement of the land known as 1 – 4 Stryd Glyndwr and the wider area of Stryd Glyndwr, Close Aberpennar and Clos Glyndwr including securing the provision of residential development together with retail uses along with transport infrastructure and green space].
3. A copy of the order and the map referred to in the order, have been deposited at [INSERT PLACE OF DEPOSIT e.g. Cwm County Council Offices HQ, Beth Industrial Estate, Abervalley, AB1 8UJ] and may be seen at all reasonable hours.

4. The order becomes operative on the date on which this notice is first published. A person aggrieved by the order may, by application to the High Court within 6 weeks from that date, challenge its validity under section 23 of the Acquisition of Land Act 1981. The grounds for challenge can be that the authorisation granted by the CPO is not empowered to be granted or that there has been a failure to comply with any relevant statutory requirement relating to the order.

SCHEDULE 1

[LAND] COMPRISED IN THE ORDER AS CONFIRMED

Extent, description and situation of the land
All interests in 400 square metres of derelict land known as 1, 2 and 3 Stryd Glyndwr
All interests in 69 square metres of grazing land known as number 4 Stryd Glyndwr located opposite number 21 Stryd Glyndwr and on the junction with Clos Glyndwr

Appendix 12d - Example of Notice of Confirmation by an Acquiring Authority for a Vacant Land Town and Country Planning Act 1990 CPO (General Vesting Declaration)

Form of Notice of Confirmation by an Acquiring Authority of a Compulsory Purchase Order

THE [INSERT TITLE OF CPO e.g. CWM COUNTY COUNCIL
(REDEVELOPMENT OF LAND AT 1 – 4 STRYD GLYNDWR ABERVALLEY)]
COMPULSORY PURCHASE ORDER [INSERT YEAR e.g. 2020]

The [INSERT TITLE OF ACT AUTHORISING COMPULSORY
ACQUISITION e.g. Town and Country Planning Act 1990]
and the Acquisition of Land Act 1981

1. Notice is hereby given that the [Cwm County Council], in exercise of its powers under the above Acts, on [13 October 2020] confirmed [the Cwm County Council (Redevelopment of Land at 1 – 4 Stryd Glyndwr Abervalley) Compulsory Purchase Order 2020] made by it (“the order”). No objections to the order were received within the permitted period and, consequently, notification was given by the Welsh Ministers that the power to confirm the order may be exercised by the acquiring authority in accordance with section 14A of the Acquisition of Land Act 1981.
2. The order provides for the purchase of [the land] described in Schedule 1 below for the purposes [of facilitating the redevelopment and improvement of the land known as 1 – 4 Stryd Glyndwr and the wider area of Stryd Glyndwr, Close Aberpennar and Clos Glyndwr including securing the provision of residential development together with retail uses along with transport infrastructure and green space].
3. A copy of the order and the map referred to in the order, have been deposited at [INSERT PLACE OF DEPOSIT e.g. Cwm County Council Offices HQ, Beth Industrial Estate, Abervalley, AB1 8UJ] and may be seen at all reasonable hours.

4. The order becomes operative on the date on which this notice is first published. A person aggrieved by the order may, by application to the High Court within 6 weeks from that date, challenge its validity under section 23 of the Acquisition of Land Act 1981. The grounds for challenge can be that the authorisation granted by the CPO is not empowered to be granted or that there has been a failure to comply with any relevant statutory requirement relating to the order.
5. Once the order has become operative, Cwm County Council may acquire any of the land described in Schedule 1 below by executing a general vesting declaration under section 4 of the Compulsory Purchase (Vesting Declarations) Act 1981. A statement on the effect of Parts 2 and 3 of that Act is set out in Schedule 2 below.
6. Every person who, if a general vesting declaration were executed under section 4 of the Compulsory Purchase (Vesting Declarations) Act 1981 in respect of the land comprised in the order (other than land in respect of which notice to treat has been given), would be entitled to claim compensation in respect of any such land, is invited to give information to the [Cwm County Council] at [INSERT ADDRESS e.g. Mrs A.N.Other, Housing, Planning and Regeneration Directorate, Cwm County Council Offices HQ, Beth Industrial Estate, Abervalley, AB1 8UJ] as to the person's name and address and the land in question, using a prescribed form. The relevant prescribed form is set out in Schedule 3.

SCHEDULE 1

[LAND] COMPRISED IN THE ORDER AS CONFIRMED

Extent, description and situation of the land
All interests in 400 square metres of derelict land known as 1, 2 and 3 Stryd Glyndwr
All interests in 69 square metres of grazing land known as number 4 Stryd Glyndwr located opposite number 21 Stryd Glyndwr and on the junction with Clos Glyndwr

SCHEDULE 2

Form of Statement of Effect of Parts 2 and 3 of The Compulsory Purchase (Vesting Declarations) Act 1981

Power to make general vesting declaration

1. Once the [Cwm County Council (Redevelopment of Land at 1 – 4 Stryd Glyndwr Abervalley) Compulsory Purchase Order 2020] has become operative, the [INSERT NAME OF ACQUIRING AUTHORITY e.g. Cwm County Council] (“the Council”) may acquire any of the land described in Schedule 1 above by executing a general vesting declaration under section 4 of the Compulsory Purchase (Vesting Declarations) Act 1981 (“the Act”). This has the effect, subject to paragraphs 3 and 5 below, of vesting the land in the [Council] at the end of the period mentioned in paragraph 2.

Notices concerning general vesting declaration

2. As soon as may be after the [Council] execute a general vesting declaration, they must serve notice of it on every occupier of any of the land specified in the declaration (except land where there is one of the tenancies described in paragraph 4) and on every person who gives them information relating to the land following the invitation contained in the [confirmation] notice of the order. When the service of notices of the general vesting declaration is completed, a period specified in the declaration, of not less than three months, will begin to run. On the first day after the end of this period, the land described in the declaration will, subject to what is said in paragraphs 3 and 5, vest in the [Council] together with the right to enter on the land and take possession of it. Every person on whom the [Council] could have served a notice to treat in respect of their interest in the land (other than a tenant under one of the tenancies described in paragraph 4) will be entitled to claim compensation for the acquisition of their interest in the land, together with interest on the compensation from the vesting date.
3. The “vesting date” for any land specified in a declaration will be the first day after the end of the period mentioned in paragraph 2, unless a counter-notice is served under Schedule A1 to the Act within that period.

If a counter-notice is served, the vesting date for the land which is the subject of the counter-notice will be determined in accordance with Schedule A1.

Modifications with respect to certain tenancies

4. In the case of certain tenancies, the position stated above is subject to modifications. The modifications apply where the tenancy is either a “minor tenancy”, i.e. a tenancy for a year or a yearly tenancy or a lesser interest, or “a long tenancy which is about to expire”. “A long tenancy which is about to expire” means a tenancy granted for an interest greater than a minor tenancy but having on the vesting date a period still to run which is not more than the period specified in the declaration for this purpose (which must be more than a year). In calculating how long a tenancy has still to run, where any option to renew or to terminate it is available to either party, it is assumed that the landlord will take every opportunity to terminate the tenancy and the tenant will take every opportunity to retain or renew their interest.
5. The modifications are that the [Council] may not exercise the right of entry referred to in paragraph 2 in respect of land subject to a tenancy described in paragraph 4 unless they first serve notice to treat in respect of the tenancy and then serve every occupier of the land with a notice of their intention to enter and take possession after the period (which must be not less than three months from the service of the notice) specified in the notice. The right of entry will be exercisable at the end of that period. The vesting of the land will be subject to the tenancy until the end of that period or until the tenancy comes to an end, whichever happens first.

SCHEDULE 3

FORM FOR GIVING INFORMATION

The [Cwm County Council (Redevelopment of Land at 1 – 4 Stryd
Glyndwr Abervalley) Compulsory Purchase Order 2020]

To: Cwm County Council (“the Council”)

[I] being [a person] who, if a general vesting declaration were executed under section 4 of the Compulsory Purchase (Vesting Declarations) Act 1981 in respect of all the land comprised in the compulsory purchase order cited above in respect of which notice to treat has not been given, would be entitled to claim compensation in respect of [all] that land, give you the following information, pursuant to the provisions of section 15 of the Acquisition of Land Act 1981.

1. Name and address of informant(s): The Secretary, ABC Limited,
Enterprise Centre, Park Road, Abervalley, AB1 2CD
2. Land in which an interest is held by informant(s): All interests in 400
square metres of derelict land known as 1, 2 and 3 Stryd Glyndwr
3. Nature of interest: Owner
Mortgagee: Fon Williams Bank Limited, roll
number 01234

Signed:

Date:

Appendix 13 - Example General Vesting Declaration for a Vacant Land Town and Country Planning Act 1990 CPO

Form of general vesting declaration

This GENERAL VESTING DECLARATION is made the..... day of..... 20..... by [Cwm County Council] ('the Authority').

WHEREAS:

- (1) On [13 October] 20[20] an order entitled the [Cwm County Council (Redevelopment of Land at 1 – 4 Stryd Glyndwr Abervalley) Compulsory Purchase Order 2020] was [confirmed] by [the Welsh Ministers] under the powers conferred on them by the [Town and Country Planning] Act 1990 authorising the Authority to acquire the land specified in the Schedule hereto.
- (2) Notice of the [confirmation] of the order was first published in accordance with [section 15 of the Acquisition of Land Act 1981] on..... 20.....
- (3) That notice included the statement and form prescribed under [section 15(4)(e) and (f) of the Acquisition of Land Act 1981].

NOW THIS DEED WITNESSETH that, in exercise of the powers conferred on them by section 4 of the Compulsory Purchase (Vesting Declarations) Act 1981 ('the Act'), the Authority hereby declare—

- [1] The land described in the Schedule hereto (being [the whole] of the land authorised to be acquired by the order) and more particularly delineated on the plan annexed hereto, together with the right to enter and take possession of the land shall vest in the Authority as from the end of the period of [3 months and 1 day] from the date on which the service of notices required by section 6 of the Act is completed.
- [2] For the purposes of section 2(2) of the Act, the specified period [in relation to the land comprised in this declaration is one year and one month].

SCHEDULE

Plot number on map	Extent, description and situation of the land
1.	All interests in 400 square metres of derelict land known as 1, 2 and 3 Stryd Glyndwr
2.	All interests in 69 square metres of grazing land known as number 4 Stryd Glyndwr located opposite number 21 Stryd Glyndwr and on the junction with Clos Glyndwr

Dated this X day of X 20XX

The Common Seal of Cwm County Council was affixed in the presence of:

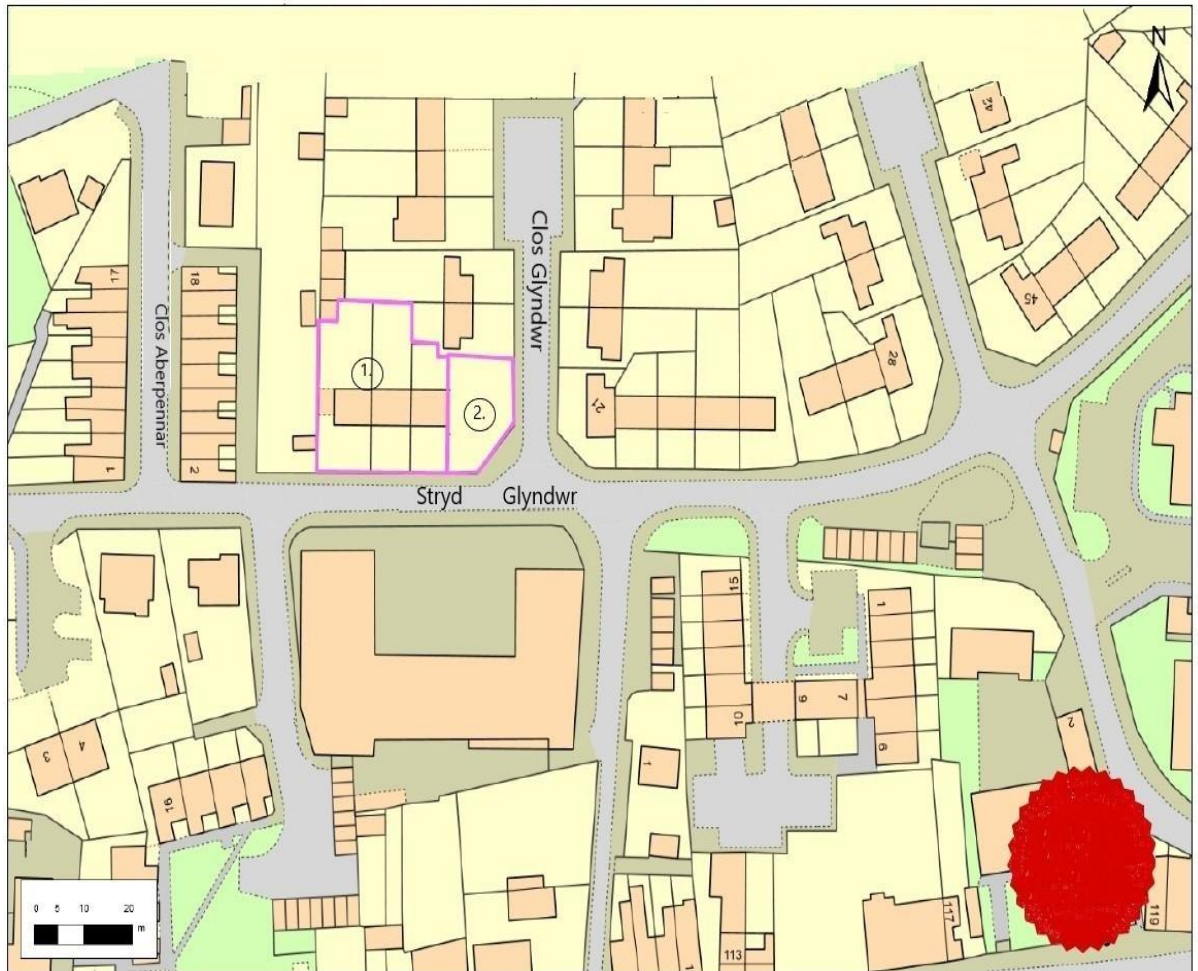
.....

AUTHORISED SIGNATORY

[AFFIX SEAL]

**THE CWM COUNTY COUNCIL (REDEVELOPMENT OF LAND AT 1 – 4
STRYD GLYNDWR ABERVALLEY) COMPULSORY PURCHASE ORDER
2020**

General Vesting Declaration No. 1



Appendix 14 - Example of a Notice Specifying Land and Stating Effect of General Vesting Declaration for a Vacant Land Town and Country Planning Act 1990 CPO

Form of Notice specifying land and stating effect of general vesting declaration

The [Cwm County Council (Redevelopment of Land at 1 – 4 Stryd Glyndwr Abervalley) Compulsory Purchase Order] 20[20]

To: [INSERT DETAILS e.g. The Secretary, ABC Limited, Enterprise Centre]
of: [INSERT DETAILS e.g. Park Road, Abervalley, AB1 2CD]

NOTICE IS HEREBY GIVEN that the Cwm County Council ('the Council') on..... 20..... executed a general vesting declaration under section 4 of the Compulsory Purchase (Vesting Declarations) Act 1981 ('the Act') vesting the land described in the Schedule to this notice ('the land') in themselves as from the end of the period of 3 months and 1 day from the date on which the service of the notices required by section 6 of the Act is completed.

The [Council] will in due course tell you the date on which the service of the notices was completed.

The effect of the general vesting declaration is as follows:—

On the first day after the end of the period referred to in the first paragraph of this notice ('the vesting date') the land, together with the right to enter upon and take possession of it, will vest in the [Council].

Also, on the vesting date the Acts providing for compensation will apply as if, on the date on which the general vesting declaration was executed (namely,..... 20.....), a notice to treat had been served on every person on whom, under section 5 of the Compulsory Purchase Act 1965, the [Council] could have served such a notice (other than any person entitled to a 'minor tenancy' or a 'long tenancy which is about to expire'. These expressions are defined in Appendix A to this notice).

If the land includes any land in which there is a minor tenancy or a long tenancy which is about to expire, the right of entry will not be exercisable in respect of that land unless, after serving a notice to treat in respect of that tenancy, the [Council] having served on every occupier of any of the land in which the tenancy subsists a notice stating that, at the end of a specified period (at least 3 months from the date of the service of the notice) they intend to enter upon and take possession of the land specified in the notice, and that period has expired: the vesting of the land will then be subject to the tenancy until that period expires, or the tenancy comes to an end, whichever happens first.

Schedules A1 and 1 to the Act contains supplementary provisions as to general vesting declarations. If a counter-notice is served under paragraph 2 of Schedule A1 within the period referred to in the first paragraph of this notice, the vesting date for the land which is the subject of the counter-notice will be determined in accordance with that Schedule. The provisions of Schedules A1 and 1 are set out in Appendix B to this notice.

A copy of the general vesting declaration to which this notice refers and of the plan annexed to the declaration can be inspected at [INSERT ADDRESS e.g. Cwm County Council Offices HQ, Beth Industrial Estate, Abervalley, AB1 8UJ] and may be seen at all reasonable hours.

SCHEDULE

Extent, description and situation of the land
All interests in 400 square metres of derelict land known as 1, 2 and 3 Stryd Glyndwr
All interests in 69 square metres of grazing land known as number 4 Stryd Glyndwr located opposite number 21 Stryd Glyndwr and on the junction with Clos Glyndwr

Appendix A – Definitions

“long tenancy which is about to expire” in relation to a general vesting declaration, means a tenancy granted for an interest greater than a minor tenancy, but having on the vesting date a period still to run which is not more than the specified period (that is to say, such period, longer than one year, as may for the purposes of this definition be specified in the declaration in relation to the land in which the tenancy subsists).

In determining for the purposes of this subsection what period a tenancy still has to run on the vesting date it shall be assumed—

- (a) that the tenant will exercise any option to renew the tenancy, and will not exercise any option to terminate the tenancy, then or thereafter available to them,
- (b) that the landlord will exercise any option to terminate the tenancy then or thereafter available to them.

“minor tenancy” means a tenancy for a year or from year to year, or any lesser interest,

Appendix B - Schedules A1 and 1 to the Compulsory Purchase (Vesting
Declarations) Act 1981

Schedule A1 - Counter-Notice Requiring Purchase of Land not in General
Vesting Declaration

Section 12

Part 1 - Counter-Notice Requiring Purchase of Additional Land

- 1(1) This Schedule applies where an acquiring authority have executed a general vesting declaration in respect of part only of a house, building or factory.
- (2) But see section 2A of the Acquisition of Land Act 1981 (under which a compulsory purchase order can exclude from this Schedule land that is 9 metres or more below the surface).
- 2 A person able to sell the whole of the house, building or factory ("the owner") may serve a counter-notice requiring the authority to purchase the owner's interest in the whole.
- 3 A counter-notice under paragraph 2 must be served before the end of the period of 28 days beginning with the day the owner first had knowledge of the general vesting declaration.
- 4 In a case where this Schedule applies by virtue of a general vesting declaration executed after a counter-notice has been served under paragraph 4 or 17 of Schedule 2A to the Compulsory Purchase Act 1965, that counter-notice is to have effect as a counter-notice served under this Schedule.
- 5 In this Schedule—
 - "additional land" means the part of the house, building or factory not specified in the general vesting declaration;
 - "house" includes any park or garden belonging to a house;
 - "land proposed to be acquired" means the part of the house, building or factory specified in the general vesting declaration;
 - "notice to treat" means a notice to treat deemed to have been served under section 7(1);
 - "original vesting date" is the first day after the end of the period specified in the general vesting declaration in accordance with section 4(1).

Part 2 - Consequences of counter-notice

Acquiring authority must respond to counter-notice within three months

- 6(1) On receiving a counter-notice the acquiring authority must decide whether to—
 - (a) withdraw the notice to treat in relation to the land proposed to be acquired,
 - (b) accept the counter-notice, or
 - (c) refer the counter-notice to the Upper Tribunal.
- (2) But the acquiring authority may not decide to withdraw the notice to treat if the counter-notice was served on or after the original vesting date.

- 7 The authority must serve notice of their decision on the owner within the period of 3 months beginning with the day on which the counter-notice is served ("the decision period").
- 8 If the authority decide to refer the counter-notice to the Upper Tribunal they must do so within the decision period.
- 9(1) This paragraph applies if the acquiring authority do not serve notice of a decision within the decision period.
- (2) If the counter-notice was served before the original vesting date, the authority are to be treated as if they had served notice of a decision to withdraw the notice to treat in relation to the land proposed to be acquired.
- (3) If the counter-notice was served on or after the original vesting date, they are to be treated as if they had served notice of a decision to accept it.

No vesting if notice to treat withdrawn

- 10 If the acquiring authority serve notice of a decision to withdraw the notice to treat in relation to the land proposed to be acquired the general vesting declaration is to have effect as if it did not include that land.

Effects of accepting counter-notice

- 11(1) This paragraph applies where the acquiring authority serve notice of a decision to accept the counter-notice.
- (2) The general vesting declaration and the notice to treat (and, where applicable, the compulsory purchase order) are to have effect as if they included the owner's interest in the additional land as well as in the land proposed to be acquired.
- (3) The authority must serve on the owner a notice specifying the vesting date or dates for—
- (a) the land proposed to be acquired (if the counter-notice was served before the original vesting date), and
- (b) the additional land.
- (4) The new vesting date for the land proposed to be acquired must not be before the original vesting date.
- (5) The vesting date for the additional land must be after the period of 3 months beginning with the day on which the notice under sub-paragraph (3) is served.

Effects of referring counter-notice to the Upper Tribunal

- 12(1) This paragraph applies where—
- (a) the acquiring authority refer the counter-notice to the Upper Tribunal, and
- (b) the counter-notice was served before the original vesting date.

- (2) At any time before the Upper Tribunal make a determination under paragraph 14, the acquiring authority may serve notice on the owner specifying a new vesting date for the land proposed to be acquired.
- (3) The new vesting date for the land proposed to be acquired must not be before the original vesting date.

Part 3 - Determination by the Upper Tribunal

Introduction

- 13 This Part applies where, in accordance with paragraph 8, the acquiring authority refer a counter-notice to the Upper Tribunal.

Role of the Upper Tribunal

- 14(1) The Upper Tribunal must determine whether the severance of the land proposed to be acquired would—
- (a) in the case of a house, building or factory, cause material detriment to the house, building or factory, or
 - (b) in the case of a park or garden, seriously affect the amenity or convenience of the house to which the park or garden belongs.
- (2) In making its determination, the Upper Tribunal must take into account—
- (a) the effect of the severance,
 - (b) the proposed use of the land proposed to be acquired, and
 - (c) if that land is proposed to be acquired for works or other purposes extending to other land, the effect of the whole of the works and the use of the other land.
- 15 If the Upper Tribunal determines that the severance of the land proposed to be acquired would have either of the consequences described in paragraph 14(1) it must determine how much of the additional land the acquiring authority ought to be required to take in addition to the land proposed to be acquired.

Effect of determination that more land should be acquired

- 16(1) This paragraph applies where the Upper Tribunal specifies in its determination that the acquiring authority ought to be required to take the whole or part of the additional land (“the specified land”).
- (2) The general vesting declaration and any notice to treat (and, where applicable, the compulsory purchase order) are to have effect as if they included the owner's interest in the specified land.
- (3) The Upper Tribunal must order a vesting date for—
- (a) the specified land, and
 - (b) any land proposed to be acquired which has not vested in the authority and for which no vesting date has been specified under paragraph 12.

- (4) If the vesting date for the specified land is after the vesting date for any land proposed to be acquired, the Upper Tribunal's power to award compensation under section 7 of the Compulsory Purchase Act 1965 includes power to award compensation for any loss suffered by the owner by reason of the temporary severance of the land proposed to be acquired from the specified land.

Withdrawal of notice to treat following determination

- 17(1) This paragraph applies where—
 - (a) the Upper Tribunal has specified in its determination that the acquiring authority ought to be required to take the whole or part of the additional land (“the specified land”), and
 - (b) the vesting date in relation to the land proposed to be acquired has not passed, and
 - (c) the vesting date in relation to the specified land has not passed.
- (2) The acquiring authority may, within the period of 6 weeks beginning with the day on which the Upper Tribunal made its determination, withdraw the notice to treat in relation to the land proposed to be acquired together with the specified land.
- (3) If the acquiring authority withdraws the notice to treat, the general vesting declaration is to have effect as if it did not include that land.
- (4) If the acquiring authority withdraws the notice to treat under this paragraph they must pay the person on whom the notice was served compensation for any loss or expense caused by the giving and withdrawal of the notice.
- (5) Any dispute as to the compensation is to be determined by the Upper Tribunal.

Schedule 1 - Divided Land
Section 8

Part I

Part II - Rentcharges and Tenancies

- 11(1) Where land specified in a general vesting declaration is, together with other land not so specified, charged with a rentcharge, such proportion of the rentcharge as may be apportioned under section 18 of the Compulsory Purchase Act 1965 to the first-mentioned land shall, subject to sub-paragraph (3) below, be treated as having been extinguished by virtue of Part III of this Act on the vesting of that land in an acquiring authority under that Part.
- (2) Where by virtue of sub-paragraph (1) above a portion of the rentcharge is treated as having been extinguished, the provisions of section 18 of the Compulsory Purchase Act 1965 shall have effect as if the extinguishment had taken place under that section.

- (3) If, in the circumstances described in sub-paragraph (1) above, the person entitled to the rent charge and the owner of the land subject thereto enter into an agreement to that effect, the said section 18 shall have effect as if, at the time of the vesting of the land in the acquiring authority under Part III of this Act, the person entitled to the rentcharge had released that land from the rentcharge on the condition mentioned in subsection (2) of that section; and in that case no part of the rentcharge shall be treated as having been extinguished as regards the remaining part of the land charged therewith.
 - (4) In this paragraph "rentcharge" has the same meaning as in section 18 of the Compulsory Purchase Act 1965.
- 12 Where land specified in a general vesting declaration is, together with other land not so specified, comprised in a tenancy for a term of years unexpired, section 19 of the Compulsory Purchase Act 1965 shall have effect in relation thereto as if for references to the time of the apportionment of rent therein mentioned there were substituted references to the time of vesting of the tenancy in the acquiring authority.

Signature:

Date:

Appendix 15 Example Notice of Entry for a Vacant Land Town and Country Planning Act 1990 CPO

The [INSERT TITLE OF ACT AUTHORISING COMPULSORY ACQUISITION e.g. Town and Country Planning Act 1990]

[Acquisition of Land Act 1981]

[Compulsory Purchase Act 1965]

[INSERT TITLE OF CPO e.g. Cwm County Council (Redevelopment of Land at 1 – 4 Stryd Glyndwr Abervally) Compulsory Purchase Order 2020]

Notice of Entry

To [INSERT NAME OF OWNER, LESSEE OR OCCUPIER TO RECEIVE NOTICE e.g. Robert Jones]

of [INSERT ADDRESS e.g. 69 Bryn Hill, Abervally, AB1 3CD]
the [OWNER OR LESSEE OR OCCUPIER e.g. occupier] of the land described in 0 below and delineated on the plan annexed to this notice (the Land).

Background:

- (A) The CPO made by [INSERT NAME OF ACQUIRING AUTHORITY e.g. Cwm County Council] under the above Act[s] was confirmed by the Welsh Ministers on [INSERT DATE e.g. 13 October 2020].
- (B) The CPO authorises [INSERT NAME OF ACQUIRING AUTHORITY e.g. Cwm County Council] to purchase the Land compulsorily for the purposes stated in the CPO.
- (C) Notice to treat for the Land (the Notice to Treat) has been served on the [OWNER OR LESSEE OR OCCUPIER e.g. owner] [and tenant(s) if entitled to notice to treat (delete if appropriate)].

[INSERT NAME OF ACQUIRING AUTHORITY e.g. Cwm County Council] in exercise of the power conferred on it by section 11 of the Compulsory Purchase Act 1965 gives you notice that it may, not earlier than the end of the period of 3 months beginning with the day on which this notice is served, enter and take possession of the Land.

You should be aware that:

- 1 an occupier with an interest in the Land served with this notice may serve a counter-notice requiring [INSERT NAME OF ACQUIRING AUTHORITY e.g. Cwm County Council] to take possession of the Land by no later than a date specified in the counter-notice—this date must not be before the end of the period specified above for the purposes of section 11 of the Compulsory Purchase Act 1965 and must be at least 28 days after the day on which the counter-notice is served;
- 2 if the occupier gives up possession of the land on or before the date specified in the counter-notice, [INSERT NAME OF ACQUIRING AUTHORITY e.g. Cwm County Council] is to be treated as having taken possession on that date unless possession has in fact already been taken;
- 3 the counter-notice has no effect if the Notice to Treat is withdrawn or ceases to have effect before the date specified in the counter-notice;
- 4 the counter-notice also has no effect if:
 - 4.1 it would require [INSERT NAME OF ACQUIRING AUTHORITY e.g. Cwm County Council] to take possession of the Land after having become aware of an owner, lessee or occupier (the Newly Identified Person) on whom it ought to have served a notice to treat under section 5(1) of the Compulsory Purchase Act 1965 and [INSERT NAME OF ACQUIRING AUTHORITY e.g. Cwm County Council] is prevented from taking possession by the provisions of section 11A of the Compulsory Purchase Act 1965 unless it serves a notice to treat and a notice of entry on the Newly Identified Person; or
 - 4.2 this notice of entry has ceased to have effect because an owner of the Land and additional land has served a counter-notice under Schedule 2A to the Compulsory Purchase Act 1965 requiring [INSERT NAME OF ACQUIRING AUTHORITY e.g. Cwm County Council] to purchase the whole of that land;

- 5 if the circumstances described in Paragraph 4.1 or Paragraph 4.2 apply, [INSERT NAME OF ACQUIRING AUTHORITY e.g. Cwm County Council] must notify the occupier who served the counter-notice that the counter-notice has no effect and in the event of a notice of entry being served on a Newly Identified Person of the date after which [INSERT NAME OF ACQUIRING AUTHORITY e.g. Cwm County Council] can enter on and take possession of the Land;
- 6 if the counter-notice has no effect for the reasons described in Paragraph 4.1 or Paragraph 4.2, a further counter-notice may be served;
- 7 where this notice is served on more than one occupier with the same interest in the Land, these provisions in respect of the service of a counter-notice relate to all those occupiers acting together.

The address for service of [INSERT NAME OF ACQUIRING AUTHORITY e.g. Cwm County Council] for the purposes of the counter-notice referred to in Paragraph 1 is: [INSERT ADDRESS AND REFERENCE e.g.

Mrs A.N.Other

Housing, Planning and Regeneration Directorate

Cwm County Council Offices HQ

Beth Industrial Estate,

Abervalley

AB1 8UJ].

Dated: [INSERT DATE]

Schedule 1 (The Land)

ALL THAT piece of land situated at [INSERT LOCATION e.g. 4 Stryd Glyndwr] and delineated and coloured [INSERT COLOUR e.g. pink] on the plan annexed to this notice together with all houses buildings yards courts areas drains ways watercourses lights liberties privileges easements rights advantages and appurtenances on or belonging to the land being part of certain lands delineated on the map deposited at the office[s] of [INSERT NAME OF AUTHORITY, PERSON OR BODY WITH WHOM MAP IS DEPOSITED e.g. Cwm County Council] at [INSERT ADDRESS OF OFFICE e.g. Cwm County Council Offices HQ, Beth Industrial Estate, Abervalley, AB1 8UJ] and referred to in the CPO and numbered [INSERT NUMBER STATED ON CPO MAP e.g. 2] on that map.

[INSERT SIGNATURE OF AUTHORISED SIGNATORY]

Annex – Plan Identifying Land



Appendix 16 - Example Notice to Treat for a Vacant Land Town and Country Planning Act 1990 CPO

The [INSERT TITLE OF ACT AUTHORISING COMPULSORY ACQUISITION e.g. Town and Country Planning Act 1990]

[ACQUISITION OF LAND ACT 1981]

COMPULSORY PURCHASE ACT 1965

[INSERT TITLE OF CPO e.g. Cwm County Council (Redevelopment of Land at 1 – 4 Stryd Glyndwr Abervalley) Compulsory Purchase Order 2020]

NOTICE TO TREAT

To [INSERT NAME OF OWNER, LESSEE OR OCCUPIER TO RECEIVE NOTICE e.g. The Secretary, ABC Limited]

of [INSERT ADDRESS e.g. Enterprise Centre, Park Road, Abervalley AB1 2CD]

and to all other persons having, claiming or enabled to sell any estate or interest in the lands specified in 0 to this Notice.

Background:

- (a) The above CPO (the CPO) made by [INSERT NAME OF ACQUIRING AUTHORITY e.g. Cwm County Council] (the Acquiring Authority) under the above Acts was confirmed by the Welsh Ministers on [INSERT DATE e.g. 13 October 2020].
- (b) The CPO authorises the Acquiring Authority to purchase compulsorily for the purposes stated in the CPO the lands described in 0 below and delineated on the plan annexed to this notice (the Land).

THE ACQUIRING AUTHORITY HEREBY GIVES YOU NOTICE as follows:

- 1. It requires to purchase and take the Land for the purposes and under the provisions of the CPO and of the Acts incorporated with it.
- 2. It demands from you and each and every one of you particulars of:
 - 2.1 your respective estates and interests in the Land,
 - 2.2 all charges and interests to which your respective estates and interests are subject, and

- 2.3 the claims made by you and each and every one of you in respect of them, which several particulars must be stated in the accompanying form of claim and delivered to [INSERT NAME OF PERSON TO WHOM CLAIM IS TO BE DELIVERED e.g. Cwm County Council Solicitor] at [INSERT ADDRESS OF PLACE OF DELIVERY e.g. Cwm County Council Offices HQ, Beth Industrial Estate, Abervally, AB1 8UJ].
3. It is willing to treat with you and each and every one of you for the purchase of the Land and as to the compensation to be made to you for the damage that may be sustained by you and each and every one of you by reason of the execution of the works authorised by the CPO or for which the Land is required as mentioned above.
4. If for 21 days after the service of this notice you fail to state the particulars of your respective claims in respect of the Land or to treat with the Acquiring Authority in respect of it or if you or any one of you respectively and the Acquiring Authority do not agree as to the amount of compensation to be paid by the Acquiring Authority for or in respect of your respective interests in the Land or the interests in the Land which you respectively are by the above Act or the Acts incorporated with it enabled to sell or for any damage that may be sustained by you respectively as above the Acquiring Authority will refer the assessment of the amount of the compensation to the Upper Tribunal (Lands Chamber).
5. If you, having a greater interest than as tenant at will, claim compensation in respect of any unexpired term or interest under any lease or grant of the Land the Acquiring Authority requires you to produce the lease or grant in respect of which such claim is made or the best evidence in your power.

DATED: [INSERT DATE]

Schedule 1
(The Land)

ALL THAT piece of land situated at [INSERT LOCATION e.g. 1, 2, 3 Stryd Glyndwr] and delineated and coloured [INSERT COLOUR e.g. pink] on the plan annexed to this notice together with all houses buildings yards courts areas drains ways watercourses lights liberties privileges easements rights advantages and appurtenances on or belonging to the land being part of certain lands delineated on the map deposited at the office[s] of [INSERT NAME OF AUTHORITY, PERSON OR BODY WITH WHOM MAP IS DEPOSITED e.g. Cwm County Council] at [INSERT ADDRESS OF OFFICE e.g. Cwm County Council Offices HQ, Beth Industrial Estate, Abervalley, AB1 8UJ] and referred to in the CPO and numbered [INSERT NUMBER STATED ON CPO MAP e.g. 1] on that map.

[INSERT SIGNATURE OF AUTHORISED SIGNATORY]

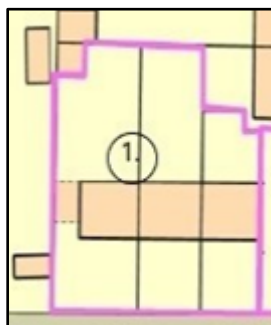
I acknowledge having received this [.....] day of [.....], and accept service of, a notice of which the within-written notice is a true copy.

Dated: [INSERT DATE]

[INSERT SIGNATURE OF RECIPIENT]

**THE CWM COUNTY COUNCIL (REDEVELOPMENT OF LAND AT 1 – 4
STRYD GLYNDWR ABERVALLEY) COMPULSORY PURCHASE ORDER
2020**

Notice to Treat No. 1



Appendix 17 - Template Particulars of Claim in Response to Notice to Treat

CLAIM IN ANSWER TO A NOTICE TO TREAT SERVED ON: [INSERT DATE]

<p>1. Name of claimant</p> <p>Address</p> <p>Business or description</p>	
<p>2. Short description of the property comprised in the Notice to Treat and Land Registration Number if land is registered.</p> <p><i>Note - If the claimant is not entitled to all the land shown on the plan, please indicate the extent of their interest</i></p>	
<p>3. Name and address of person having custody of the title documents</p>	
<p>4. Nature of claimant's interest in the property:</p> <p>(Freehold, leasehold or yearly tenancy or other interest. Please state if formerly copyhold).</p> <p>If freehold, state whether absolutely or otherwise entitled (e.g. as trustees or executors).</p> <p>If leasehold, state Landlord's name and address, and supply a copy of the lease with any deed of variation. If a copy of the lease cannot be supplied please state the date of commencement and length of term, the rent payable and other liabilities of the lessee and any other relevant terms.</p> <p>Who pays the rates?</p>	

<p>If yearly tenancy or less interest, state date of commencement, the rent, how determinable and any special terms and conditions.</p>	
<p>5. Particulars of any mortgages or other charges or incumbrances affecting the claimant's interest (including land improvement charges). Please specify:</p> <p>(a) principal still owing.</p> <p>(b) names and addresses of mortgagees.</p> <p>(c) name and address of mortgagees' solicitor.</p>	
<p>6. Particulars of adverse matters:</p> <p>(a) Existing exceptions of mines and minerals and any other exceptions.</p> <p>(b) Rights of the Lord of the Manor to minerals and sporting and other rights and names and addresses of the Lord and Steward (if property formerly copyhold).</p> <p>(c) Any public or private rights of way and other rights or privileges affecting the property (e.g. drains, pipes and cables).</p> <p>(d) Existing covenants and restrictions affecting the property.</p>	
<p>7. If the property is let, state:</p> <p>(a) Name(s) and address(es) of tenants.</p> <p>(b) Total area let to each tenant.</p> <p>(c) How much of each tenant's holding is affected by the Notice to Treat.</p>	<p><i>Note - if the land is subject to licences please forward corresponding details.</i></p>

<p>(d) The rent paid by each tenant and whether inclusive or exclusive of rates.</p> <p>(e) The date of commencement and length of each tenancy.</p> <p>(f) Whether tenancy is statutory.</p>	
<p>8. Particulars of:</p> <p>(a) Tithe Redemption Annuity or Corn Rent.</p> <p>(b) Liability to repair the Chancel of any Church.</p> <p>(c) Land Drainage rates. State assessment and rate in £.</p> <p>(d) Yearly rent charges and other outgoings.</p>	<p><i>Note - The answers should relate only to the land affected by the Notice to Treat and the claimant should suggest apportionments where necessary.</i></p>
<p>9. Particulars of:</p> <p>(a) Any Notices by a Public or Local Authority affecting the property.</p> <p>(b) Any statutory charge or liability affecting the property, e.g. in respect of compensation exceeding £20 paid as a result of a planning decision, or a liability in respect of private street works or in respect of public works and land affected thereby registered under section 8(4) of the Land Compensation Act 1973.</p> <p>(c) Any claim under Part 1 of the Land Compensation Act 1973 either in respect of the property under the Notice to Treat or other property held with it.</p>	
<p>10. Particulars for any outstanding right to compensation for refusal, conditional grant, revocation or modification of planning permission (see section 12 of the Land Compensation Act 1961).</p>	

<p>11. (a) Particulars of any planning permission relating to the property.</p> <p>(b) State whether an application has been made or is intended to be made by the claimant under section 17 of the Land Compensation Act 1961 (as amended), for a certificate of appropriate alternative development.</p>	
<p>12. Area and description of other land of the claimant contiguous or adjacent to the land being acquired.</p>	
<p>13. Particulars of claim:</p> <p>(i) For the value of the claimant's interest in the land being taken, including any easements.</p> <p>(ii) For severance or injurious affection of other land of the claimant.</p> <p>(iii) For disturbance.</p> <p>(iv) For any other matter.</p> <p><i>N.B. - Details should be furnished showing how the amount claimed under any head is calculated (see SS.4(2) and 31 of the Land Compensation Act 1961).</i></p>	
<p>14. What sum is to be deducted to cover any increase in value of the claimant's contiguous or adjacent land?</p>	
<p>15. Net claim (i.e. total of 13 less 14).</p>	

DATED the

day of

20

Signature of claimant or their Solicitor:

Name and address of Solicitor:

E-mail address of Solicitor:

Telephone no. of Solicitor:

Name and address of Surveyor/Advisor:

Email address of Surveyor/Advisor:

Telephone no. of Surveyor/Advisor:

Ref: [INSERT REFERENCE]

C L A I M
O F

in answer to a Notice to Treat

When completed this form should be
lodged with:

[INSERT NAME AND ADDRESS OF
COUNCIL DEPARTMENT]

Appendix 18 - Example Notice Requiring Possession of Minor Tenancy (s20 of the Compulsory Purchase Act 1965)

[INSERT NAME AND ADDRESS OF RECIPIENT e.g.

Robert Jones,
69 Bryn Hill,
Abervalley
AB1 3CD]

Our Ref: [INSERT COUNCIL REFERENCE]

[INSERT DATE e.g. 1 November 2020]

If you are in doubt about the possible effect of this letter you should seek legal advice as soon as possible.

Dear Sir/Madam,

Proposed redevelopment of the [INSERT DESCRIPTION OF LAND e.g. Land at 1 – 4 Stryd Glyndwr]

Notice requiring possession in exercise of compulsory purchase powers

1. As you may be aware, the [INSERT TITLE OF CPO AND YEAR e.g. Cwm County Council (Redevelopment of Land at 1 – 4 Stryd Glyndwr Abervalley) Compulsory Purchase Order 2020] was confirmed on [INSERT DATE OF CONFIRMATION OF THE CPO e.g. 13 October 2020], to allow the redevelopment and improvement of [INSERT DESCRIPTION OF CPO LAND e.g. land at 1 – 4 Stryd Glyndwr] to take place.
2. The Council now requires possession of the land you occupy. This is a formal notice requiring you to vacate the land within 3 months of the date of this notice as it is the intention of Cwm County Council to enter onto and take possession of the land at the end of this period.

3. You are entitled to compensation for the value of your unexpired term or interest in the land, for any just allowance which ought to be made to you by an incoming tenant, and for any loss or injury you may sustain, under the provisions of section 20 of the Compulsory Purchase Act 1965.
4. The Welsh Government's CPO Manual provides technical guidance and best practice on navigating the CPO process. Part 3 of the Welsh Government's CPO Manual provides information on how landowners and interested parties can seek professional advice which I would encourage you to consider if you have not already done so.
5. If you have any queries concerning this letter please contact [INSERT NAME OF FIRST POINT OF CONTACT AT COUNCIL e.g. Mrs A.N Other] at the address at the bottom of this letter or on [INSERT TELEPHONE NUMBER AND E-MAIL ADDRESS e.g. 03000 123456 or A.N.Other@ccc.gov.wales]

Yours sincerely

John Maher,
Director for Housing, Planning and Regeneration

Appendix 19 - Template Memorandum of Understanding

**[*YOU ARE ADVISED TO SEEK LEGAL ADVICE BEFORE
SIGNING THIS FORM*]**

AN AGREEMENT made the day of 200

BETWEEN:

(1) _____ of

("the Seller")

(2) [INSERT NAME OF ACQUIRING AUTHORITY] of [INSERT FULL ADDRESS]

NOW IT IS AGREED as follows:-

1. Sale

1.1 The Seller shall sell and the [INSERT NAME OF ACQUIRING AUTHORITY] shall buy all the interest of the Seller in the property described in the First Schedule to this agreement (“the Property”) and the Seller shall grant to the [INSERT NAME OF ACQUIRING AUTHORITY] the rights described in the Second Schedule to this agreement (“the Rights”).

2. Compensation

- 2.1 Compensation shall be assessed at the date of entry onto the Property by the [INSERT NAME OF ACQUIRING AUTHORITY] in accordance with the same rules and provisions as it would have been if the Property and/or the Rights had been acquired compulsorily in connection with the works authorised under the [INSERT TITLE OF LEGISLATION] and as if the Mining Code applied and a Notice to Treat had been served on the date of this agreement.
- 2.2 The compensation to be ascertained as provided in clause 2.1 shall include the price of the land but exclude the price of minerals and shall be ascertained as at the date of entry on to the Property for carrying out road works.
- 2.3 If the parties fail to agree the compensation within 6 years from the date of entry either party may refer the claim to the Upper Tribunal (Land Chamber) for determination of the compensation and the consent of the parties for the Upper Tribunal (Land Chamber) to so act is hereby given. No compensation will be payable to the Seller after the expiration of 6 years from the date of entry unless before that date either:
- (i) compensation has been agreed, or
 - (ii) a reference has been made to the Upper Tribunal (Land Chamber) by either party.

3. Title to be as on compulsory purchase

- 3.1 The Seller need not give any other title to the Property or convey any other estate than they would have to give or convey if the Property and/or Rights were acquired under a compulsory purchase order made under the Acquisition of Land Act 1981, but must give such proof of their title as the [INSERT NAME OF ACQUIRING AUTHORITY] may require.

4. Possession

- 4.1 The [INSERT NAME OF ACQUIRING AUTHORITY] may take immediate possession of the Property and/or enter the land affected by the Rights after the expiration of 28 days' notice in writing sent by post to the Seller at the above address (or any other address supplied by the Seller) and may execute any works on it and use it for all purposes required.
- 4.2 If the [INSERT NAME OF ACQUIRING AUTHORITY] have not entered and taken possession of the Property and/or exercised the Rights within three years from the date hereof this Agreement will terminate and shall no longer be of any effect.

5. Interest

- 5.1 The [INSERT NAME OF ACQUIRING AUTHORITY] must pay interest on the compensation as agreed or determined at the rate from time to time prescribed under Section 32 of the Land Compensation Act 1961 from the date of entry until completion of the purchase and/or grant.

6. Accommodation Works

- 6.1 Immediately upon taking possession of the Property the [INSERT NAME OF ACQUIRING AUTHORITY] must at their sole expense proceed diligently with the Works described in the Third Schedule to this agreement.

7. Completion

- 7.1 Completion of the purchase and payment of the compensation monies must take place at the office of the Seller's solicitors as soon as practicable after the date of ascertainment of the compensation under clause 2 above.

8. Costs

- 8.1 The Seller's professional costs of deducing title and perusing and completing the Conveyance, Transfer or other deed will be paid by the [INSERT NAME OF ACQUIRING AUTHORITY] under section 23 of the Compulsory Purchase Act 1965 and all other reasonable costs directly associated with acquisition of the land including reasonable costs incurred in connection with this Agreement will be met. The reasonable fees of the Seller's surveyor (as agreed with the [INSERT NAME OF ACQUIRING AUTHORITY]'s valuer) shall be included in the compensation. The surveyor's fees will be paid direct to the Seller's surveyor unless the Seller otherwise instructs.

9. Merger on completion

- 9.1 So far as they remain to be performed, the provisions of this agreement shall not merge on the completion of the transfer of the Property or grant of the Rights to the [INSERT NAME OF ACQUIRING AUTHORITY].

FIRST SCHEDULE

The Property

SECOND SCHEDULE

The Rights

THIRD SCHEDULE

The Accommodation Works [WHERE APPLICABLE]

The [INSERT NAME OF ACQUIRING AUTHORITY] hereby agree to the terms set out above (and certify that for the purposes of Section [INSERT SECTION NUMBER] of the [INSERT TITLE OF LEGISLATION] this instrument is made in connection with the performance by it of its functions under that Act).

SIGNED

On behalf of the [INSERT NAME OF ACQUIRING AUTHORITY]

SIGNED

Signature of Seller

Witness

Appendix 20 - Template Indemnity Agreement

**[*YOU ARE ADVISED TO SEEK LEGAL ADVICE BEFORE
SIGNING THIS FORM*]**

DATED

COMPULSORY PURCHASE ORDER INDEMNITY AGREEMENT

between

[INSERT NAME OF ACQUIRING AUTHORITY]

and

[INSERT NAME OF SELECTED DEVELOPMENT PARTNER]

THIS AGREEMENT is dated [INSERT DATE]

PARTIES

- (1) [INSERT NAME OF ACQUIRING AUTHORITY] of [ADDRESS] (**Acquiring Authority**).
- (2) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Selected Development Partner**).

AGREED TERMS

1. Interpretation

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions:

ALA 1981: the Acquisition of Land Act 1981.

Blight Notice: a notice validly served under the provisions of section 150 of the Town and Country Planning Act 1990.

Area of the Local Authority's Jurisdiction: the area comprising [INSERT DESCRIPTION].

Compensation Assessment: an assessment carried out from time to time by the Specialist Referencing Agent using the best available evidence of the level of risk and quantum of compensation claims in respect of each and every CPO Interest.

Compensation Code: the body of legislation, common law and case law which is applied by the Upper Tribunal (Lands Chamber) in determining compensation for the acquisition of land or the displacement of persons from land under a compulsory purchase order or Blight Notice.

CPA 1965: the Compulsory Purchase Act 1965.

CPO: any compulsory purchase order which may be made by the Acquiring Authority pursuant to its powers as a local planning authority under [STATE THE ENABLING ACT] to acquire any or all of the CPO Lands, Third Party Interests, New Rights.

CPO Challenge: any court challenge to the Acquiring Authority's decision to make, proceed with or implement the CPO, or to the Welsh Ministers' decision to confirm the CPO (in whole or in part).

CPO Costs: any compensation and/or administrative or acquisition costs reasonably and properly incurred that are payable by the Acquiring Authority as a direct consequence the making and implementation of the CPO as are set out in Schedule 1 to this Agreement.

CPO Interest: any interest or right in, on or over the CPO Lands or land adjoining the CPO Lands, or any part of whatever nature or any occupation or use of that land which gives the owner, occupier, or beneficiary an entitlement to compensation for the acquisition of the land, or acquisition of a New Right in, on or under it or the acquisition or extinguishment of a Third Party Interest, or the displacement of occupiers from that land under the Compensation Code.

CPO Lands: the land shown [edged][coloured] red on CPO Plan [NUMBER] being land within or adjoining the Development Site and which includes the following freehold and leasehold land (as the case may be) known as:

- (a) [STATE PROPERTIES THAT ARE FREEHOLD AND LEASEHOLD LAND];
- (b) any other land within the Development Site;
- (c) any Third Party Interests in, on, under or over the above land; and/or
- (d) any New Rights.

CPO Principal Acquiring Authority Resolution: the resolution passed by the Acquiring Authority on [INSERT DATE] that is willing to consider using CPO powers to acquire land to facilitate the regeneration of [NAME OF LAND/AREA].

Determined: a determination by the Expert.

Selected Development Partner: [INSERT SELECTED DEVELOPMENT PARTNER NAME] and includes their lawful successors in title and assigns.

Selected Development Partner's Address: [INSERT SELECTED DEVELOPMENT PARTNER'S ADDRESS] or such other address that is notified by the Selected Development Partner to the Acquiring Authority from time to time.

Selected Development Partner's Costs: the costs paid or contracted to be paid by the Selected Development Partner in pursuing the Development including (without limitation) the purchase price of the property, land transaction tax, plus professional and consultant team fees.

Development: the development of the Development Site as described in the relevant Planning Permission attached to the land.

Development Site: the land at [INSERT NAME OF LAND/AREA] edged [COLOUR] on Plan [NUMBER] for the purposes of identification only being the land that is the subject of the relevant Planning Permission.

Dispute: a dispute or disagreement relating to or arising out of this Agreement between the Parties, including, but not limited to, a dispute or disagreement relating to any CPO Costs or Outgoings.

Disputing Party: the Party who raises a Dispute.

EIR 2004: the Environmental Information Regulations 2004 together with any guidance and codes of practice issued in relation to them.

Event of Default: an Event of Default occurs if:

- (a) the Selected Development Partner commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors [other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Selected Development Partner with one or more other companies or the solvent reconstruction of the Selected Development Partner];
- (b) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Selected Development Partner (being a company) [other than for the sole purpose of a scheme for a solvent amalgamation of the Selected Development Partner with one or more other companies or the solvent reconstruction of the Selected Development Partner];
- (c) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Selected Development Partner (being a company);
- (d) the holder of a qualifying floating charge over the assets of the Selected Development Partner (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (e) a person becomes entitled to appoint a receiver over the assets of the Selected Development Partner or a receiver is appointed over the assets of the Selected Development Partner;
- (f) a creditor or encumbrancer of the Selected Development Partner's attaches or takes possession of, or an execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Selected Development Partner's assets and such attachment or process is not discharged within [14] days;
- (g) any event occurs, or proceeding is taken, with respect to the Selected Development Partner in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause (a) to clause (f) (inclusive); or
- (h) the Selected Development Partner suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business

Expert: a suitably qualified person of no less than ten years post-qualification experience at the date of appointment relevant to the Dispute.

FIA 2000: the Freedom of Information Act 2000.

General Vesting Declaration: as defined in section 2 of the Compulsory Purchase (Vesting Declarations) Act 1981.

Land Agreements: [Insert details of any agreement already entered into for the acquisition of land required for the Development].

Land Referencing Exercise: the body of work to be carried out by the Specialist Referencing Agent to enable the Schedules for the CPO to be prepared and confirmed, including (without limitation):

- (a) identifying and listing all owners, lessees, tenants, occupiers, mortgagees and any other third party having any interest or rights in, on, over, and under any Third Party Land;
- (b) preparing any plans that may be necessary;
- (c) checking whether any land falls within one of the categories contained in [Part III of the ALA 1981](#);
- (d) checking and (if relevant) identifying any buildings which are listed, of list quality, subject to a building preservation notice or within a conservation area; and
- (e) reviewing the body of work and making suggestions.

Leading Counsel: a Queen's Counsel experienced in compulsory purchase law and practice chosen by the Acquiring Authority and approved by the Selected Development Partner.

LCA 1961: the Land Compensation Act 1961.

LCA 1973: the Land Compensation Act 1973.

New Rights: any and all interests and rights in, on or over the CPO Lands or land adjoining the CPO Lands, or any part of whatever nature that the Selected Development Partner reasonably considers are necessary to create or acquire to facilitate the Development.

Notice of entry: a notice served by the Acquiring Authority, under section 11 of the CPA 1965.

Notice to treat: a notice served by the Acquiring Authority, under section 5 of the CPA 1965.

Outgoings: any outgoings of annual or periodic nature recurring reasonably and properly paid by the Acquiring Authority for which the Acquiring Authority has become liable in respect of any Third Party Interests or New Rights acquired by the Acquiring Authority after the date of acquisition pursuant to the CPO until the date the same is transferred to the Selected Development Partner or the termination of this Agreement. These outgoings include, but are not limited to, insurance, rates, rent, repairs and works to secure any premises provided that the Acquiring Authority shall not undertake any repairs or works of improvement without the approval of the Selected Development Partner or, in the case of emergency, when it is legally obliged to do so.

Parties: the parties to this Agreement and their successors in title and permitted assigns.

Planning Application: the planning application made by the Acquiring Authority or Selected Development Partner under the Town and Country Planning Act 1990 to carry out the Development in relation to the Development Site and numbered [APPLICATION NUMBER].

Plans: the plans numbered [NUMBER(S)] respectively annexed in Schedule 2 and a reference to a numbered plan shall be construed accordingly.

Planning Permission: the planning permission granted on [DATE] or any other planning permission granted pursuant to any planning application(s) submitted by the Acquiring Authority or the Selected Development Partner to carry out all or any part of the Development and as may be subsequently amended or varied once submitted.

Prescribed Rate: the simple rate of interest [RATE] above the base rate from time to time of [BANK NAME].

President: the president or such other proper officer for the being of the Law Society or the Royal Institution of Chartered Surveyors or other relevant body, as is relevant to the Dispute.

Purchase Notice: a valid notice served under the provisions of section 137 of the Town and Country Planning Act 1990.

Request: a properly made request for information made to the Acquiring Authority as described in either or both section 8 of the FIA 2000 and regulation 5 of the EIR 2004 (as applicable).

Section 106 Agreement: the agreement dated [DATE] and made between the Acquiring Authority [NAME] and Selected Development Partner [NAME] or such agreement that may replace it or as it may be modified under section 106A of the Town and Country Planning Act 1990.

Welsh Ministers: A Welsh Minister or authority (or any successor office) or any person appointed by them and/or having authority to act on their behalf or any person entitled to exercise powers conferred upon them to confirm the CPO.

Specialist Referencing Agent: the person appointed by the Selected Development Partner, pursuant to paragraph 2 of Schedule 3 to this agreement, to carry out the Land Referencing Exercise and the Compensation Assessment.

Surety: one or more of the following:

- (a) a bond issued by a reputable financial institution or recognised bondsman;
- (b) a guarantee whether given by a incorporated or unincorporated person; and

- (c) other forms of security, whether being in money or in kind, in respect of the Selected Development Partner's obligations under this Agreement for such sum as the Acquiring Authority shall from time to time reasonably determine after considering any report from the Specialist Referencing Agent and from such Surety and in such form as the Acquiring Authority may approve.

TCPA 1990: the Town and Country Planning Act 1990.

Terms of Appointment: the terms and conditions for the appointment of the Specialist Referencing Agent which shall include (without limitation):

- (a) the timing and carrying out of the Land Referencing Exercise;
- (b) the level and timing of payment of remuneration;
- (c) the level of professional indemnity insurance;
- (d) the providing of either a Collateral Warranty in favour of the Buyer;
- (e) reviewing and advising on the draft CPO and any supporting documentation;
- (f) providing advice and its opinion from time to time when requested on the method and approach to be taken by the Seller in the preparation, application for and making of a CPO, including its confirmation;
- (g) preparing tables to be inserted in the prescribed form of compulsory purchase order;
- (h) preparing the map or maps to accompany the CPO;
- (i) compiling and maintaining the Compensation Assessment;
- (j) providing and sharing information with the Acquiring Authority and Selected Development Partner on an equal basis; and
- (k) such other terms and conditions as the Parties may reasonably agree.

Third Party Interests: any and all interests or rights of third parties of whatever nature in, on or over CPO Lands or any part that the Selected Development Partner reasonably considers are necessary to acquire or extinguish to facilitate the Development.

VAT: means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

Working Day: any day (other than a Saturday, Sunday or Bank Holiday).

In the interpretation of this Agreement:

- 1.2 Clause [Schedule and paragraph] headings shall not affect the interpretation of this Agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.4 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 This Agreement shall be binding on, and endure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9 A reference to a statute or statutory provision is a reference to it as [amended, extended or re-enacted from time to time OR it is in force as at the date of this agreement].
- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made [from time to time OR as at the date of this agreement] under that statute or statutory provision.
- 1.11 A reference to writing or written includes email.
- 1.12 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.13 [References to a document in agreed form are to that document in the form agreed by the parties and initialled by or on their behalf for identification.]
- 1.14 [Any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction.]
- 1.15 [A reference to this Agreement or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.]
- 1.16 References to clauses [and Schedules] are to the clauses [and Schedules] of this Agreement [and references to paragraphs are to paragraphs of the relevant Schedule].

- 1.17 [Where any statement is qualified by the expression so far as [PARTY] is aware or to [PARTY]'s knowledge (or any similar expression), that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.]
- 1.18 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.19 Where any provision in this Agreement stipulates that any matter is subject to (without limitation) the agreement, approval or consent of a Party then:
- (a) unless the otherwise is stated then that agreement, approval or consent shall not be unreasonably withheld or delayed and shall be given in writing; and
 - (b) unless the Party from whom the agreement, approval or consent is being sought substantively responds within [NUMBER] Working Days of being asked for (without limitation) their agreement, approval or consent either to either agree, approve or consent, or refuse the same with detailed reasons why then such agreement, approval or consent shall be deemed to be given.
- 1.20 References to "consult" or "consultation" require the Party seeking to consult to:
- (a) provide to the Party being consulted sufficient information to enable it to properly understand the proposal and respond to it, as well as sufficient time to respond to the proposal;
 - (b) pay proper and due regard to any response provided by the Party being consulted; and
 - (c) where the Party seeking to consult chooses not to follow any suggestion contained within a response then that Party shall provide to the Party being consulted detailed reasons why before taking any action or omitting to take any action on the matter being consulted upon.
- 1.21 The Parties agree that the provisions of clause 1 shall apply to this Agreement.
- 1.22 In the event of any inconsistency and conflict between:
- (a) any Schedule and main body of this Agreement then the Schedule shall prevail;
 - (b) any provision of this Agreement then this Agreement shall prevail; and
 - (c) if any provision of this Agreement is more onerous than a similar provision in the section 106 Agreement then this Agreement shall prevail.

- 1.23 Save as expressly provided herein, nothing in this Agreement is intended to lessen, relax, release or waive any of the obligations on any of the Parties.
- 1.24 At its own expense, each party shall use all reasonable endeavours to procure that any necessary third party shall, [promptly] execute and deliver such documents and perform such acts as may [reasonably] be required for the purpose of giving full effect to this Agreement.
- 1.25 Without prejudice to any other provision in this Agreement each Party agrees to keep the other informed at all times of all relevant or material matters.

2. Terms of the agreement

- 2.1 The Acquiring Authority wishes either:
- (a) to facilitate the Selected Development Partner's proposals for a comprehensive[development OR redevelopment OR improvement] of the Development Site; or
 - (b) for the Selected Development Partner to facilitate the Acquiring Authority's proposals for a comprehensive [development OR redevelopment OR improvement] of the Development Site.
- 2.1 On [DATE] the Acquiring Authority passed the CPO Principal Resolution.
- 2.2 The Selected Development Partner [has entered into the respective Land Agreements and] desires and is seeking to acquire by private treaty [the remainder of] the CPO Lands.
- 2.3 On [DATE] the Planning Application was submitted to the Acquiring Authority.
- 2.4 [On [DATE] the Selected Development Partner submitted the Planning Application to the Acquiring Authority.]
- 2.5 [On [DATE] the Planning Applications Committee resolved to grant Planning Permission for the Development [subject to the completion of an agreement pursuant to section 106 of the TCPA 1990.]
- 2.6 [On [DATE] the Section 106 Agreement was completed and on the same date the Planning Permission was granted.]
- 2.7 On the [DATE] the Acquiring Authority received a report recommending it to make and promote a CPO for the CPO Lands on the basis that under this Agreement the Selected Development Partner [and the Surety] shall indemnify the Acquiring Authority against all reasonable and proper costs arising from a resolution to make and seek confirmation of the CPO from the Welsh Ministers and its implementation.

- 2.8 On the [DATE] the Acquiring Authority formally resolved to make the CPO on the basis that the compulsory acquisition of CPO Lands that cannot be acquired by the Selected Development Partner by private treaty shall facilitate the carrying out of [development OR re-development OR improvement] of the relevant land and deliver the regeneration aims of the Acquiring Authority by being highly likely to promote and/or improve the economic and/or social and/or environmental wellbeing of an Area of the Local Authority's Jurisdiction.
- 2.9 [Pursuant to the Land Agreements the Selected Development Partner holds an interest in land which is the subject of those agreements and which is situated within the Development Site.]
- 2.10 The Selected Development Partner has agreed to indemnify the Acquiring Authority against all, and any, CPO Costs reasonably and properly incurred and to provide the Surety to guarantee that indemnity.

3. Commencement and making the CPO

- 3.1 This Agreement shall come into immediate effect upon the making of the CPO.
- 3.2 If the Parties have not agreed the form, content and extent of the CPO and all supporting material prior to this Agreement coming into effect, then the Acquiring Authority shall consult the Selected Development Partner about the form, content and extent of it and all supporting material which shall be subject to the prior written approval of the Selected Development Partner.
- 3.3 Subject to clause 3.2:
- (a) as soon as reasonably practicable, the Acquiring Authority shall proceed diligently and expeditiously with the making of the CPO and the submission of it to the Welsh Ministers for confirmation and shall take all appropriate steps to secure confirmation of the CPO in such form as soon as reasonably practicable; and
 - (b) the Acquiring Authority may and shall, if so requested in writing by the Selected Development Partner, secure the implementation of the CPO by either way of:
 - (i.) *the service of one or more Notices to Treat, whether subsequently with or without Notices of Entry; and/or*
 - (ii.) *the making of one or more General Vesting Declarations.*

4. Selected Development Partner's obligations

- 4.1 The Parties agree that the provisions of Schedule 3 to this Agreement shall apply to this Agreement.

5. Acquiring Authority's obligations

- 5.1 The Parties agree that the provisions of Schedule 4 to this Agreement shall apply to this Agreement.

5.2 Nothing in this Agreement or implied into it shall prejudice or fetter the Acquiring Authority's duties, obligations, powers or rights in the discharge of its functions as a statutory authority and in particular the Acquiring Authority may:

- (a) Discontinue the CPO at any time if:
 - (i.) Leading Counsel advises that there is less than 50% prospect of its confirmation or of successfully defending a CPO Challenge (in which case (Part A) of Schedule 5 to this Agreement shall apply); and
 - (ii.) there has been a material change in the circumstances giving rise to the making of the CPO and its intended purposes so that the underlying purpose of the CPO shall remain unfulfilled and the Acquiring Authority then formally resolves that continuing with the CPO or acquiring any CPO Interest will not be in the interests of securing the promotion and/or improvement of the economic and/or social and/or environmental wellbeing of an Area of the Local Authority's Jurisdiction (in which case paragraph 1 (Part A) of Schedule 5 to this Agreement shall apply).
- (b) Enter into a written undertaking with any person who has a CPO Interest restricting and controlling the timing, manner and circumstances in which the CPO would be implemented in respect of their CPO Interest after first having obtained the Selected Development Partner's approval. The Selected Development Partner's approval shall not be withheld unless the Selected Development Partner reasonably considers that the entering into of a such an undertaking shall not be in the best interests of delivering the Development and/or acquiring any CPO Interest not yet acquired by, without limitation, delaying the delivery of the Development or any part or increasing the cost of it.

6. Termination

6.1 A non-defaulting Party may terminate this Agreement by notice to the defaulting Party without prejudice to either Party's accrued rights or remedies if any one of more of the following occurs:

- (a) if the defaulting Party is in substantial breach of any of its obligations in this Agreement which cannot be rectified by the service of a notice giving a reasonable time to rectify the same;
- (b) if the defaulting Party is in substantial breach of any of its obligations in this Agreement and has failed to rectify the breach within a reasonable time after receiving notice to rectify from the non-defaulting Party; or

(c) on the date four weeks after the decision of the Welsh Ministers not to confirm the CPO provided that, in the event of any legal proceedings following a decision not to confirm the CPO, the period of four weeks shall not start to run until after the final outcome of such proceedings including any appeal or appeals therefrom;

whichever is the first to occur provided that termination under either clause 6.1(a) or clause 6.1(b) shall not be effective unless and until the defaulting Party has admitted that the breach was a substantial breach which cannot or has not been rectified or it has been so Determined.

- 6.2 The Acquiring Authority may also terminate this Agreement by notice to the Selected Development Partner without prejudice to either Party's accrued rights or remedies if an Event of Default occurs.
- 6.3 The Selected Development Partner may also terminate this Agreement by giving notice to the Acquiring Authority in which case paragraph 2 (Part C) of Schedule 5 to this Agreement shall apply.
- 6.4 If the Selected Development Partner terminates this Agreement pursuant to clause 6.1 then paragraph 3 (Part D) of Schedule 5 to this Agreement shall apply.
- 6.5 Notwithstanding the termination of this Agreement the Selected Development Partner shall remain liable to pay for any CPO Costs which have been incurred, or which have been legally committed to, prior to such termination and the Acquiring Authority shall take all reasonable steps to mitigate and minimise the same.

7. Costs

- 7.1 The Selected Development Partner shall pay the Acquiring Authority's Agreement Costs by [direct credit OR by a solicitors' client account cheque] on the [date of this Agreement OR [DATE]].
- 7.2 The Selected Development Partner shall pay [the Acquiring Authority's professional's fees and] [AMOUNT] towards] the Acquiring Authority's Costs (excluding the Acquiring Authority's Agreement Costs) [on a full indemnity basis including any irrecoverable VAT]. The Selected Development Partner shall make a payment by [direct credit OR by a solicitors' client account cheque] within [NUMBER] Working Days of receipt of an invoice from the Acquiring Authority.

8. Dispute resolution

- 8.1 If any Dispute arises then those Parties involved in the Dispute will consult in good faith in an attempt to resolve the same.
- 8.2 Any Dispute shall be referred to the Expert.
- 8.3 If a Dispute arises then the Expert shall, unless the Dispute is settled, be appointed by agreement between the Disputing Parties.

If agreement on the identity or the expertise required of the Expert cannot be reached within ten Working Days of agreement being sought, then either Disputing Party may apply to the President for them to nominate an Expert.

- 8.4 If an Expert at any time shall die or become incapable of acting or decline to act then any Disputing Party may apply to the President to discharge the Expert and appoint another Expert.
- 8.5 The fees and expenses of the Expert including the cost of their appointment shall unless awarded otherwise be borne equally by the Disputing Parties who shall bear their own costs provided that if one Party shall pay more than its due share it may recoup the balance from the other Disputing Party as a liquidated debt.
- 8.6 After their appointment the Expert shall afford the Disputing Parties an opportunity within a reasonable period to make written representations to them and also an opportunity to make counter-representations on any representations made to them by them by the other Disputing Party but will not be fettered or in any way limited by such representations and will be entitled to rely on their own judgment and opinion.
- 8.7 If the Expert or any Disputing Party considers it appropriate to do so they may request a formal hearing take place and if that occurs then the Expert may issue directions as to how such a hearing may take place.
- 8.8 It is agreed that:
 - (a) the Expert shall sit as an expert and not an arbitrator; and
 - (b) save as varied in this Agreement the provisions of the Arbitration Act 1996 shall apply to the provisions of this clause.

9. Waiver

- 9.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- 9.2 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 9.3 [A party that waives a right or remedy provided under this Agreement or by law in relation to one party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.]

10. Severance

- 10.1 If any provision or part-provision of this Agreement is, or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 10.2 If [one party gives notice to the other of the possibility that] any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

11. VAT

- 11.1 Each amount stated to be payable by either Party to the other Party under or pursuant to this Agreement is exclusive of VAT (if any).
- 11.2 If VAT is chargeable on any supply made under or pursuant to this Agreement, the recipient of the supply shall, subject to receipt of a valid VAT invoice, pay the supplier an amount equal to that VAT as additional consideration on the date that the supply is made.

12. Joint and several liability

- 12.1 Where the Selected Development Partner comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Selected Development Partner arising under this Agreement. The Acquiring Authority may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

13 Notices

- 13.1 Any notice given under this Agreement must be in writing [and signed by or on behalf of the party giving it].
- 13.2 Any notice or document to be given or delivered under this agreement [may OR must] be:
- (a) delivered by hand[; or]
 - (b) sent by pre-paid first class post or other next working day delivery service [; or]
 - (c) sent by e-mail.

13.3 Any notice or document to be given or delivered under this Agreement must be sent to the relevant party as follows:

(a) to the Acquiring Authority at:

[ADDRESS]

[E-mail: E-MAIL ADDRESS]

marked for the attention of: [NAME/POSITION]

or at the Acquiring Authority's solicitor, quoting the reference [REFERENCE];

(b) to the Selected Development Partner at:

[ADDRESS]

[E-mail: E-MAIL ADDRESS]

marked for the attention of: [NAME/POSITION]

or at the Selected Development Partner's solicitor, quoting the reference [REFERENCE];

or as otherwise specified by the relevant party by notice in writing to each other party.

13.4 Any change of the details in clause 13.3 specified in accordance with that clause shall take effect for the party notified of the change at [9.00 am] on the later of:

(a) the date, if any, specified in the notice as the effective date for the change; or

(b) the date [five] Working Days after deemed receipt of the notice.

13.5 Giving or delivering a notice or a document to a party's conveyancer has the same effect as giving or delivering it to that party.

13.6 Any notice or document given or delivered in accordance with clause 13.1, clause 13.2 and clause 13.3 will be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt [or at the time the notice or document is left at the address] provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day[; or]

(b) if sent by pre-paid first class post or other next working day delivery service, at [9.00 am] on the [second] Working Day after posting [; or]

- (c) [if sent by e-mail, at the time of transmission provided that if transmission occurs before 9.00 am on a Working Day, the notice or document will be deemed to have been received at 9.00 am on that day, and if transmission occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day].

13.7 In proving delivery of a notice or document, it will be sufficient to prove that:

- (a) a delivery receipt was signed [or that the notice or document was left at the address][; or]
- (b) the envelope containing the notice or document was properly addressed and posted by pre-paid first class post or other next working day delivery service [; or]
- (c) [a delivery receipt confirming the e-mail was delivered to the recipient's e-mail server or a read receipt confirming the recipient viewed the e-mail].

13.8 Clause 13 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

14. Non-merger

14.1 The provisions of this Agreement shall not merge on the actual completion of any act or step contemplated hereunder to the extent they remain to be performed and capable of being performed the provisions shall continue in full force and effect.

15. Information and confidentiality

15.1 Subject to clause 15.2, clause 16 and clause 17 each of the Parties acknowledges that this Agreement shall be a public document.

15.2 Each of the parties agrees and undertakes not to make public or reveal to any person:

- (a) the amount secured under the Surety nor any of the contents of the Compensation Assessment, other than the global aggregate;
- (b) not to use any such information otherwise than in good faith in the performance of its obligations under this Agreement; and
- (c) to use all reasonable endeavours to procure that any person to whom it does disclose such information shall comply with clause 15 as if it were a Party and bound by it.

15.3 Clause 15.2 shall not prevent any Party from disclosing such information:

- (a) to its legal and other professional advisers (having first informed them that such information is to be kept in strict confidence and not disclosed further);
- (b) to its officers, servants, employees or agents who are involved in the performance of the Party's obligations under this Agreement;
- (c) where (and to the extent that) which a Party can demonstrate is already lawfully in the possession of that Party or becomes generally available and in the public domain otherwise than as a result of a breach of clause 15;
- (d) where (and to the extent that) disclosure is necessary to enable a determination to be made under the Dispute Resolution Procedure contained in clause 8;
- (e) where (and to the extent that) disclosure which is required pursuant to any statutory, legal (including any order of a court of competent jurisdiction) or Parliamentary obligation placed upon the party making the disclosure or the rules of any stock exchange or governmental or regulatory authority having the force of law; or
- (f) where the Parties agree to such information being disclosed and the manner in which disclosure occurs.

15.4 Clause 15 shall survive the termination of this Agreement and shall continue in full force and effect and be enforceable by each of the Parties.

16. Freedom of Information Act

16.1 The Selected Development Partner acknowledges that the Acquiring Authority may be subject to the requirements of the FIA 2000 and EIR 2004 in relation to this Agreement and if the Acquiring Authority is, then the Selected Development Partner will assist and co-operate with the Acquiring Authority to enable the Acquiring Authority to comply with any Request relating to this Agreement only but not any matter, thing or arrangement between the Parties arising out or relating to this Agreement, the Property or otherwise.

16.2 The Acquiring Authority shall be responsible for determining whether a Request is properly made or whether any information is exempt from disclosure under the FIA 2000 and the EIR 2004 for determining in its absolute discretion the information to be disclosed provided always that the Acquiring Authority shall:

- (a) promptly upon receipt of any Request give notice to the Selected Development Partner of such Request and in such notice shall:
 - (i.) confirm whether it considers it a proper Request and whether or not any information is exempt from disclosure under the FIA 2000 and EIR 2004; and

- (ii.) (to the extent applicable) provide the Selected Development Partner with sufficient information to allow the Selected Development Partner to collate and provide any information which it holds and which is required to be disclosed in respect of such Request.
- (b) consult with and obtain the views of the Selected Development Partner in respect of any Request (giving due regard to such views) before it:
 - (i.) makes any determination pursuant to clause 16; and/or
 - (ii.) discloses any information;

in respect of such Request provided that the Acquiring Authority shall be entitled to respond within the statutory timescale if no response is received in time from the Selected Development Partner.

17. Rights of third parties

- 17.1 [Except as expressly provided [in clause [NUMBER] OR elsewhere in this Agreement],] a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. [This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.]
- 17.2 [The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.]

18. Governing law

- 18.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

19. Jurisdiction

- 19.1 Each party irrevocably agrees that the courts of England and Wales shall have [exclusive OR non-exclusive] jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

Schedule 1 CPO Costs

1. The following costs to the extent that they are reasonable and properly incurred as a result of a resolution to make the CPO, the making, processing and implementation of the CPO and any arising from a Blight Notice or Purchase Notice relating to the CPO Lands:
 - (a) the purchase price for any Third Party Interest or New Right which the Acquiring Authority acquires pursuant to the CPO or is required to purchase as a result of any Blight Notice or Purchase Notice;
 - (b) any payment under the LCA 1961, or CPA 1965, or LCA 1973 made as a result of the acquisition of or interference with any Third Party Interest or New Right or otherwise arising from the making or implementation of the CPO;
 - (c) any statutory interest or interest awarded in any proceedings payable in connection with any sum payable hereunder including (without prejudice to the generality of the foregoing) interest which may be payable by virtue of the Acquiring Authority taking possession of any Third Party Interest or New Right before the amount to be paid has been agreed;
 - (d) the costs of any warrant procedure or other procedures necessary to obtain possession of any Third Party Interest or New Right;
 - (e) the Acquiring Authority's legal and valuation costs in connection with the making, processing and implementation of the CPO including the costs of the Acquiring Authority's reasonably and properly appointed consultants;
 - (f) any legal, valuation or other expenses which the Acquiring Authority is required to pay to an owner or owners of any Third Party Interest or New Right in respect of the same and/or in connection with the negotiation of compensation or the transfer of title or the grant of any Third Party Interest or New Right;
 - (g) the Acquiring Authority's costs (including any costs awarded against it) of any public inquiry or Lands Tribunal reference in connection with the CPO and any subsequent litigation in relation thereto;
 - (h) the Acquiring Authority's costs (including any costs awarded against it) in relation to any CPO Challenge;
 - (i) all disturbance and home loss, basic loss or occupiers' loss payment to which any owner(s) or occupier(s) is entitled to as a result of the service of a Blight Notice, Purchase Notice or the vesting or taking possession of any Third Party Interest or New Right;

- (j) the purchase price or any compensation (including any payment for severance or injurious affection) and any additional compensation the Acquiring Authority is required to pay in respect of all or any part of the CPO Lands as the result of the severance of land in common ownership and the cost of accommodation works the Acquiring Authority is required to carry out as a direct result of the CPO in respect of land not included in the CPO and not otherwise acquired by the Acquiring Authority for the Development;
- (k) any advance payment the Acquiring Authority is required to make in respect of all or any part of the CPO Lands under the provisions of section 52 and 52A of the LCA 1973;
- (l) any compensation payable pursuant to the provisions of sections 236, 237 or 250 of the TCPA 1990;
- (m) any payments made by the Acquiring Authority under Parts I and/or II of the LCA 1973 arising directly from and in connection with the Development;
- (n) land transaction tax and any Land Registry fees arising out of the acquisition of any Third Party Interest or New Right;
- (o) any monies awarded to an owner or owners of any Third Party Interest or New Right in respect of any reference to the Lands Tribunal and costs awarded to such person by the Lands Tribunal in respect thereof;
- (p) to the extent the same is not covered elsewhere in this Schedule, any other payment to which a claimant is entitled under the Compensation Code;
- (q) a sum equal to any VAT which is paid by the Acquiring Authority in respect of any of the CPO Costs save to the extent that the Acquiring Authority obtains repayment or credit in respect of such sums; and
- (r) any additional costs the Acquiring Authority incurs as a result of the Selected Development Partner refusing to approve any payment or delaying approval of that payment or failing to provide the Acquiring Authority with the necessary funds to make a payment on the day it is due, provided always that CPO Costs shall not include costs incurred by the Acquiring Authority in breach of this Agreement or as a result of any negligent act or omission on the part of the Acquiring Authority and the Acquiring Authority shall not be entitled to double recovery of any item of cost.

Schedule 2 - The Plans

Attached to this Schedule are the following Plans:

1. [LIST ANY LAND ALREADY OWNED].
 2. [LIST THE CPO LAND AS DEFINED IN clause 1.1].
- [LIST THE DEVELOPMENT SITE AS DEFINED IN clause 1.1].

Schedule 3 - The Selected Development Partner's Obligations

Each Party shall comply with their respective obligations in this Schedule.

1. Specialist Referencing Agent

- 1.1 Unless already appointed prior to the date of this Agreement, as soon as practicable after this Agreement is entered into, the Parties shall, using their reasonable endeavours, seek to identify prospective appointees as the Specialist Referencing Agent and its Terms of Appointment, including the timetable within which to carry out the Land Referencing Exercise.
- 1.2 Upon agreement between the Parties as to the identity of the Specialist Referencing Agent, the Selected Development Partner shall as soon as practicable appoint the Specialist Referencing Agent at the Selected Development Partner's cost.

2. Land Referencing Exercise

- 2.1 The Specialist Referencing Agent shall be required to complete the Land Referencing Exercise as soon as is practicable and to furnish the information gathered as a result of that in such form as may be reasonably required by the Acquiring Authority and the Selected Development Partner, but so that such information gathered and supplied complies with all statutory requirements to prepare, apply for and make a CPO, including its confirmation.
- 2.2 Without prejudice to any other provision in this Agreement:
 - (a) each of the Parties shall provide the Specialist Referencing Agent such assistance as it may reasonably request or require from time to time and do all acts and things necessary; and
 - (b) the Acquiring Authority shall, if reasonably necessary to carry out the Land Referencing Exercise, use such powers, statutory or otherwise, to obtain or require (without limitation) third parties to supply information as to ownership or occupation of land or interests in land.

3. Compensation Assessment

- 3.1 As soon as reasonably practicable after its appointment the Specialist Referencing Agent shall produce to the Selected Development Partner and the Acquiring Authority based upon the best evidence then available a Schedule listing:
 - (a) all known or anticipated CPO Interests;
 - (b) the heads of claim that the owner of those interests could be entitled to make;
 - (c) an estimated amount (or range of amounts) for compensation for that interest;

- (d) the assumptions used in making that estimate, including assumptions as to the future accommodation available for any business; and
 - (e) whether that claimant could be entitled to serve a blight notice.
- 3.2 The Specialist Referencing Agent shall periodically review the Schedule prepared pursuant to paragraph 3.1, and where any material change occurs provide an updated Schedule to the Selected Development Partner and the Acquiring Authority in the light of further information as to:
 - (a) CPO Interests;
 - (b) heads of claim;
 - (c) relocation prospects;
 - (d) performance of claimants business;
 - (e) the property market;
 - (f) the completion of acquisitions by the Selected Development Partner; and
 - (g) the claimant's entitlement to serve a blight notice.

4. Indemnity for CPO Costs

The Selected Development Partner covenants with the Acquiring Authority:

To indemnify and keep the Acquiring Authority at all times during the currency of this Agreement indemnified from and against all the CPO Costs provided that:

- (i) in respect of any sum payable under this indemnity at or prior to the date of demand the Acquiring Authority shall provide the Selected Development Partner with details of the nature of the sums incurred and dates when due to be paid and (once paid) with a certified and dated copy of each receipt or acknowledgement of payment certifying that it has been paid; and
- (ii) prior to the making of any General Vesting Declaration the Acquiring Authority shall not settle individual CPO Costs exceeding the sum of [SUM] without the prior written approval of the Selected Development Partner.

To pay to the Acquiring Authority all and any Outgoings (if any) within 30 Working Days of receipt of an invoice submitted by the Acquiring Authority and properly addressed to the Selected Development Partner fully particularising the same (but not more frequently than once every 30 Working Days).

To pay to the Acquiring Authority all and any CPO Costs following receipt of a statement submitted by the Acquiring Authority to the Selected Development Partner fully particularising the same so that the monies are in the Acquiring Authority's bank account not less than 20 Working Days before the date on which the Acquiring Authority is required to make the payment.

To consult with the Acquiring Authority in relation to such part of the Development as may relate to the CPO and provide to the Acquiring Authority information it may reasonably require to discharge its obligations under this Agreement.

At its own cost to provide support and all reasonable assistance that the Acquiring Authority may request to support the CPO including giving or procuring the giving of evidence at any public inquiry or judicial review of the CPO.

5. Third Party Interests

The Selected Development Partner covenants with the Acquiring Authority:

- (a) to use its reasonable endeavours to negotiate terms by private treaty to acquire all Third Party Interests and New Rights and the Acquiring Authority shall use its reasonable endeavours to assist the Selected Development Partner; and
- (b) to assist the Acquiring Authority to secure payment of CPO Costs due to claimants at the earliest practicable time by:
 - (i.) negotiations and settlements on Compensation Code terms in good faith;
 - (ii.) seeking early resolution of disputes through mediation or arbitration;
 - (iii.) referring relevant disputes to the Upper Tribunal (Lands Chamber) as soon as it becomes apparent negotiations or mediation are unlikely to secure a settlement; and
 - (iv.) seeking to mitigate loss and hardship to persons likely to be displaced by reason of the compulsory acquisition of their property by assisting with planned relocation to alternative premises either within the Development Site or in the vicinity of the CPO Lands where such relocation can be facilitated by early settlement of claims (or future claims) under the Compensation Code.

6. Surety

- 6.1 In addition to the indemnity contained within paragraph 4, the Selected Development Partner shall provide the Acquiring Authority (if so requested) with a Surety as provided for in this paragraph 6.

- 6.2 The Acquiring Authority may require a Surety to cover the extent of its prospective liability during the following stages of the CPO process:
- (a) from the date of [this Agreement][the resolution to make the CPO] in relation to the estimated costs of preparing, publishing and submitting the CPO for confirmation and preparing for and appearing at a public inquiry (including the risk of costs at a public inquiry) in the initial sum of [SUM] OR such higher reasonable sum as the Acquiring Authority may reasonably specify from time to time;
 - (b) from the date the Acquiring Authority makes the CPO an additional sum representing [PERCENTAGE] of the Specialist Referencing Agent's estimate of the liability for CPO Costs in relation to the risk that all of the owners and occupiers of the CPO Lands who are entitled to serve a Blight Notice were to serve a Blight Notice in respect of their respective interests and on the assumption that none of such Blight Notices could be rejected or such higher reasonable sum as the Acquiring Authority may reasonably specify from time to time having regard to the Compensation Assessment; and
 - (c) on the date on which the Selected Development Partner requests the Acquiring Authority to make a General Vesting Declaration in respect of any outstanding interests in the CPO Lands an additional sum (if any) which represents the amount by which the Acquiring Authority's reasonable and proper estimate of the CPO Costs in relation to all such outstanding interests in the CPO Lands exceeds the Surety then in place under paragraph 6.3.
- 6.3 On each payment of CPO Costs the Acquiring Authority shall reduce the amount of Surety required in the following manner:
- (a) during the period in which a Surety is in place under paragraph (a) to the Acquiring Authority's reasonable estimate of the outstanding risk for CPO Costs in relation to the occupiers of the CPO Lands who are entitled to serve a Blight Notice except that interest in respect of which the payment of CPO Costs was made;
 - (b) during the period in respect of which a Surety is in place under paragraph (c) to the Acquiring Authority's reasonable estimate of the outstanding risk for CPO costs in relation to all CPO Interests except that in respect of which the payment of CPO Costs was made; and
 - (c) where any payment of CPO Costs is not a full and final settlement of the claim in respect of the interest in the CPO Lands to which it relates, the risk of any further payment in respect of that interest shall be taken into account in the Acquiring Authority's estimates under paragraph (b) and paragraph (c).

- 6.4 The Acquiring Authority shall immediately release the Surety when the Acquiring Authority is reasonably satisfied that full and final settlement of all CPO Costs has been made and give notice to the Selected Development Partner and the Surety upon settlement occurring.
- 6.5 Upon the Selected Development Partner's written request the Acquiring Authority shall release the person providing the Surety from the same if the Selected Development Partner is able to procure a replacement person that in the Acquiring Authority's reasonable opinion provides an equivalent or better Surety for the Selected Development Partner's then liabilities under this Agreement.
- 6.6 [For the avoidance of doubt the Selected Development Partner's liability at all times shall extend to the full CPO Costs whether or not that liability exceeds the amount of any Surety required by the Acquiring Authority at that time and the Surety shall not be released by the termination of this Agreement following an Event of Default other than by a notice of release given by the Acquiring Authority.]

Disputes not to delay payment or surety

- 6.7 The Selected Development Partner shall pay to the Acquiring Authority all and any CPO Costs or Outgoings on the date it is due whether or not there is any Dispute over the amount due and the Selected Development Partner shall procure a Surety in the sum reasonably required by the Acquiring Authority whether or not there is any Dispute over the amount specified by the Acquiring Authority.
- 6.8 If after the resolution of a Dispute over any Surety the Expert settles a sum less than the amount specified by the Acquiring Authority, the Acquiring Authority shall give notice to reduce any excess of Surety within ten Working Days of the Determination.

Schedule 4 - The Acquiring Authority's Obligations

Subject to clause 5.2, each Party shall comply with their respective obligations in this Schedule.

1. The Acquiring Authority's Covenants

The Acquiring Authority covenants:

- (a) To review any Compensation Assessment provided by the Specialist Referencing Agent from time to time and to issue its reasonable opinion on those estimates and any notice of proposed increase or reduction of the Surety as expeditiously as is reasonably practicable.
- (b) Unless lawfully obliged to do so, not to acquire any Third Party Interest or New Right under the CPO or by private treaty save with the prior written approval of the Selected Development Partner.
- (c) Without prejudice to paragraph (d), to consult fully at all times with the Selected Development Partner as to the conduct and progress of the CPO and any related public inquiry and the evidence to be adduced thereat and the implementation of the CPO and the amount of CPO Costs.
- (d) To supply to the Selected Development Partner as soon as practicable copies of all documents relevant to the CPO including any notices and correspondence received by the Acquiring Authority.
- (e) To consult with the Selected Development Partner in all stages of the CPO process and not to finalise drafts of (without limitation) the form of the statement of reasons nor the form of the CPO, nor complete the same without the prior approval of the Selected Development Partner.
- (f) Following any confirmation of the CPO to procure as soon as practicable the publication of the requisite notice pursuant to section 15 of the ALA 1981 and if so requested by the Selected Development Partner to include in it a notice of intention to make a General Vesting Declaration.
- (g) To use reasonable endeavours to progress the CPO and acquisition of the CPO Land (with the assistance of the Selected Development Partner), and Third Party Interests required under the CPO, subject to:
 - (i.) taking all available steps to minimise and/or mitigate the CPO Costs and any interest and/or VAT forming part of the CPO Costs;
 - (ii.) employing such valuers, negotiators and solicitors as shall be the subject of consultation with the Selected Development Partner; and

- (iii.) issuing a warrant for possession to obtain possession of any land in relation to which the Acquiring Authority is entitled to lawful possession.
- (h) To give the Selected Development Partner not less than 30 Working Days written notice of the date on which the Acquiring Authority is legally required to make any CPO Cost payment.
- (i) To promptly pay any sums received from the Selected Development Partner pursuant to paragraph 4 of Schedule 3 to the person or persons to whom such sums are due and provide the Selected Development Partner with written confirmation such payment has both been made and received.
- (j) To consult with the Selected Development Partner before giving any undertaking to or entering any agreement with any objector or other party in relation to the CPO.
- (k) To consult with the Selected Development Partner about any threatened or actual judicial review or statutory challenge to the CPO or public inquiry and to keep the Selected Development Partner informed about the progress of any such proceedings including (if so requested to do so by the Selected Development Partner) to assist the Selected Development Partner to be joined as a party.
- (l) To consult with the Selected Development Partner at all relevant stage of all and any stages of any proceedings referred to in paragraph (k) threatened and/or commenced and to consult the Selected Development Partner in (without limitation) the preparation and approval of proofs of evidence, witness statements, statements of case (and the like), as well as instructing and briefing counsel.
- (m) Not to exercise the CPO (in whole or part) without the Selected Development Partner's approval provided that such approval shall not be withheld unless the Selected Development Partner reasonably considers that the exercise at that time shall not be in the best interests of delivering the Development and/or acquiring any CPO Interest not yet acquired by, without limitation, delaying the delivery of the Development or any part or increasing the cost of it.
- (n) On the request of the Selected Development Partner to exercise the CPO in whole or any number of parts (as the case may be) as soon as practicable and on each such occasion the Selected Development Partner requests.
- (o) Take such steps that are reasonable to minimise and mitigate CPO Costs.

2. **Blight Notices**

2.1 The Acquiring Authority covenants:

- (a) to copy to the Selected Development Partner within five Working Days any Blight Notice which is served upon it, together with a statement certifying the rateable value of the relevant property within the rating list as at the date of the Blight Notice;
- (b) to propose a course of action in relation to the relevant Blight Notice to the Selected Development Partner, including whether it considers that there are grounds for the service of a counter-notice and that if it is in the interests of expediting the Development to do so; and
- (c) not to accept or admit any Blight Notice unless the Selected Development Partner agrees.

2.2 In relation to Blight Notices the policy agreed between the Parties is:

- (a) to acquire the CPO Lands on reasonable terms without having to have recourse to the implementation of the CPO at an appropriate time to enable the regeneration objectives to be achieved;
- (b) to the extent that a Blight Notice can be properly objected to it shall be objected to unless the Parties agree otherwise or in the event of a disagreement Leading Counsel advises prior to five Working Days before the expiry of the timescale to serve a counter-notice required by the relevant Act that to do so would materially prejudice the obtaining of confirmation of the CPO;
- (c) the Acquiring Authority shall refer the claimant to the Selected Development Partner who shall seek to negotiate the purchase of the CPO Interest under the Compensation Code;
- (d) if a Blight Notice is accepted but the Selected Development Partner is not able to negotiate the purchase of the relevant CPO Interest the Acquiring Authority shall include that interest in any subsequent General Vesting Declaration; and
- (e) if a Blight Notice is to be objected to then the Acquiring Authority shall serve a counter-notice and take all steps as are necessary from time to time to maintain a valid objection.

2.3 The Parties shall seek to agree the course of action to be adopted in relation to each Blight Notice and once agreed the Selected Development Partner and Acquiring Authority shall pursue it and any disagreement (except in relation to the level of compensation payable (if any) shall be referred to Leading Counsel for their recommendation), which shall be followed unless it conflicts or is inconsistent with the Parties obligations under the Agreement or imposes additional liabilities on a Party which they are not obliged to accept or they decline to accept.

2.4 The Acquiring Authority shall:

- (a) if it is not reasonably satisfied that the Selected Development Partner is actively pursuing negotiations for the purchase of a CPO Interest at a reasonable cost serve notice on the Selected Development Partner of its concerns before the Acquiring Authority itself enters into negotiations with the owner of the CPO Interest.
- (b) in addition to any other obligation under this Agreement, consult with the Selected Development Partner whenever required to do so by the Selected Development Partner and to take into account all representations made by the Selected Development Partner as to how to progress and conduct the course of action and in relation to all submission and any evidence to be submitted to the Upper Tribunal (Lands Chamber);
- (c) supply to the Selected Development Partner all relevant advice, opinions, documentation, correspondence and reports received or issued by the Acquiring Authority in respect to any actual or proposed course of action;
- (d) appoint Leading Counsel and junior Counsel (or other such other Counsel if the Selected Development Partner agrees) to advise on the conduct of the Upper Tribunal (Lands Chamber) proceedings and to present the Acquiring Authority's case at the same and to notify the Selected Development Partner of and invite the attendance of the Selected Development Partner at all consultations with Leading and/or junior Counsel (as the case may be).

2.5 In relation to Blight Notices, the Selected Development Partner shall:

- (a) keep the Acquiring Authority fully informed at all times of the progress made in pursuing or resisting any course of action in relation to each Blight Notice and any negotiations undertaken in respect thereof and any substantive communications with the person serving a Blight Notice; and
- (b) in addition to any other obligation under this Agreement, consult with the Acquiring Authority whenever required to do so by the Acquiring Authority and to take into account all representations made by the Acquiring Authority as to how to progress and conduct the course of action and in relation to all submission and any evidence to be submitted to the Upper Tribunal (Lands Chamber).

2.6 The Acquiring Authority shall not create any new interest or interests in land held pursuant this paragraph 2 without the consent of the Selected Development Partner.

3. Transfer of CPO Lands to the Selected Development Partner

- 3.1 The Acquiring Authority covenants that it shall make a General Vesting Declaration or serve a Notice to Treat upon all relevant owners or in relation to any part of the CPO Lands being called upon to do so by the Selected Development Partner provided always that unless the Acquiring Authority agrees otherwise a Notice to Treat shall only be served in respect of minor interest which could not be vested under a General Vesting Declaration.
- 3.2 As soon as practicable after the Acquiring Authority has obtained legal title to any CPO Land the Acquiring Authority shall transfer that title to the Selected Development Partner or as it directs provided that the Selected Development Partner has paid, at the time of legal completion, to the Acquiring Authority all CPO Costs in relation to that land.
- 3.3 As soon as the Acquiring Authority shall become entitled to an interest in land for which the Selected Development Partner has paid the acquisition cost the Selected Development Partner may have use of that land provided that the Acquiring Authority is entitled thereto with vacant possession.
- 3.4 The Acquiring Authority shall not create any new interest or interests in land held pursuant to paragraph 3 without the consent of the Selected Development Partner.

4. Appeal

- 4.1 If the Welsh Ministers are not minded to confirm the CPO whether as to the whole or any part thereof (other than an exclusion from the CPO to which the Selected Development Partner in its discretion agrees will not adversely affect the Development) the Acquiring Authority shall if the Selected Development Partner so requires in writing (and subject to paragraph 4.2) appeal to the High Court against the non-confirmation or partial confirmation or apply for judicial review whichever Leading Counsel shall advise as being more appropriate in the circumstances.
- 4.2 The Acquiring Authority shall not be obliged to appeal to the High Court against the non-confirmation or partial confirmation or apply for judicial review if:
 - (a) having reviewed the Welsh Ministers' decision the Acquiring Authority does not consider it likely to promote and/or improve the economic and/or social and/or environmental well-being of the area to pursue such an appeal; and/or

- (b) written advice from Leading Counsel asserts that there is less than 50% chance of such appeal or application succeeding leaving in place a CPO which meets the respective reasonable requirements of the Acquiring Authority and Selected Development Partner and provided further that the Selected Development Partner shall first have been given the opportunity to consider the terms of instruction to be submitted to Leading Counsel and to attend any conference or consultation with Leading Counsel.

5. Upper Tribunal (Lands Chamber)

- 5.1 Without prejudice to the Acquiring Authority's right to refer any matter to the Upper Tribunal (Lands Chamber) at such time as the Acquiring Authority may reasonably determine, if after the date upon which the CPO shall have become operative the Selected Development Partner shall by written notice to the Acquiring Authority request the determination of the statutory compensation payable in respect of any Third Party Interest or New Right to be made by the Upper Tribunal (Lands Chamber) then the Acquiring Authority shall provide all reasonable co-operation to the Selected Development Partner in the prosecution of such reference or proceedings in such manner as the Selected Development Partner may reasonably require and produce with all due expedition any information or documentation, including witness statements, as the Selected Development Partner may reasonably require in relation to such matters.

6. Repayment of CPO Costs

- 6.1 If any CPO Costs which the Selected Development Partner has reimbursed are overpaid then the Selected Development Partner shall be entitled to the benefit of any refund lawfully due either as a lump sum or as a credit against any further payments due in respect of any CPO Costs and without prejudice to the generality of the foregoing the Selected Development Partner shall be entitled to receive any surplus advance compensation paid under section 52 of the LCA 1973 which is repaid to the Acquiring Authority and the Acquiring Authority shall pursue repayment of the same.

Schedule 5 - Exit Consequences

1. Part A: Where the Acquiring Authority formally resolves not to proceed with the CPO after Leading Counsel advises prospects of success are no better than 50%.
 - (i.) The Acquiring Authority shall not be required to take any further action in relation to the CPO but shall take all reasonable steps available to mitigate and minimise the Selected Development Partner's liability under this Agreement.
 - (ii.) The Selected Development Partner's obligations under this Agreement shall continue in effect in relation to liabilities that the Acquiring Authority has incurred prior to the date of that resolution or steps that the Acquiring Authority has taken that will create liabilities that the Acquiring Authority cannot reasonably avoid.
 - (iii.) Provided that if Leading Counsel advises that if the CPO was modified to increase the chances of success above 50% but so that the Acquiring Authority's regeneration objectives were still being met in the Selected Development Partner's reasonable opinion then the Acquiring Authority shall proceed with the CPO.
2. Part B: Where the Acquiring Authority resolves not to proceed on the grounds that, as a result of a material change of circumstances, it no longer considers pursuing the CPO to be likely to promote and/or improve the economic and/or social and/or environmental wellbeing of the area (other than such a decision made following a decision by the Welsh Ministers not to confirm the CPO in whole or in part).
 - (a) The Acquiring Authority shall not be required to take any further action in relation to the implementation of the CPO and shall take all reasonable steps available to minimise and mitigate the Selected Development Partner's liability under this Agreement.
 - (b) The Selected Development Partner's obligations under this Agreement shall cease.
 - (c) The Acquiring Authority shall (where called upon to do so) pay to the Selected Development Partner the amount which represents:
 - (i.) the CPO Costs paid by the Selected Development Partner to the Acquiring Authority under this Agreement;
 - (ii.) any and all costs which the Selected Development Partner incurred in pursuing the Development and/or paid under the Land Agreements and/or incurred in acquiring CPO Land and/or CPO Interests, including the costs of acquisition, as well as Land Transaction Tax, or which are directly related to supporting the Acquiring Authority in relation to the CPO either prior to or after the date of this Agreement.

The sum that the Acquiring Authority is to pay for the transfer of land shall be the higher of market value and the price the Selected Development Partner paid.

- (d) In addition to the above sums the Acquiring Authority shall pay to the Selected Development Partner the sum which shall secure the Selected Development Partner a return on costs of 10% after taking account of any amount by which the Market Value of any land acquired by the Selected Development Partner exceeds the price paid for it.
 - (e) If the Selected Development Partner has title to any CPO Land and/or Interests in respect of which the Selected Development Partner has paid the acquisition costs the Selected Development Partner shall transfer that interest to the Acquiring Authority for the sum of [SUM] after the payment of all sums due to the Selected Development Partner.
3. Part C: Where the Selected Development Partner is in material breach of its obligations under this Agreement or gives notice that it does not wish the Acquiring Authority to proceed with the CPO for its benefit.
- (a) The Acquiring Authority shall elect and serve notice on the Selected Development Partner stating whether:
 - (i.) it will abandon the CPO in which case the provisions of paragraph 1 (Part A) of this Schedule shall apply; or
 - (ii.) it will continue with the CPO in which case the provisions of this Part C shall apply.
 - (b) If the Acquiring Authority elects to proceed with the CPO without the support of the Selected Development Partner:
 - (i.) The Selected Development Partner shall not object to the CPO nor cause or permit any other person to object on its behalf and shall withdraw any objection it may have made prior to the date of the Acquiring Authority's election.
 - (ii.) If the CPO is confirmed (either before or after the Selected Development Partner gave notice that it did not wish to continue) the Acquiring Authority may implement the CPO in respect of any CPO Interest which the Selected Development Partner has acquired and the Selected Development Partner shall be entitled to compensation for any such CPO Interests it owns under the Compensation Code.
 - (iii.) The Selected Development Partner shall not be entitled to recover any CPO Costs it had paid (or had been liable to pay) to the Acquiring Authority prior to the date of its notice but shall not be liable under this Agreement in respect of any liability incurred by the Acquiring Authority in respect of CPO Costs after the date of that notice.

- (iv.) If at the date of the Selected Development Partner's notice the Acquiring Authority has acquired and holds any CPO Interest for which the Selected Development Partner has paid the CPO Costs prior to the making of a General Vesting Declaration the Acquiring Authority shall transfer ownership of that interest to the Selected Development Partner for the sum of [SUM].
- (v.) If at the date of the Selected Development Partner's notice the Acquiring Authority has made a General Vesting Declaration in respect of CPO Lands [Interests] not owned by the Selected Development Partner the Acquiring Authority shall have no obligation to transfer them to the Selected Development Partner and the Selected Development Partner shall have no obligation to pay any CPO Costs in respect of such interests; and/or
- (vi.) Where any CPO Interest has been vested in the Acquiring Authority under a General Vesting Declaration and transferred to the Selected Development Partner, the Selected Development Partner shall transfer that interest back to the Acquiring Authority and the Acquiring Authority shall refund to the Selected Development Partner the CPO Costs related to the acquisition of that interest.

4. Part D: Where the Selected Development Partner asserts that the Acquiring Authority is in material breach of its obligations under this Agreement and the Acquiring Authority either gives notice accepting that assertion or the Selected Development Partner has referred the question to the Expert and the Expert has determined that question in favour of the Selected Development Partner.
- (a) The Acquiring Authority shall not be required to, nor shall, take any further action in relation to the pursuance or implementation of the CPO and shall take all reasonable steps available to minimise and mitigate the Selected Development Partner's liability under this Agreement.
 - (b) The Selected Development Partner's obligations under this Agreement shall cease.
 - (c) The Acquiring Authority shall (where called upon to do so) pay to the Selected Development Partner the amount which represents:
 - (i.) the CPO Costs (subject to Part D paragraph 4) paid by the Selected Development Partner to the Acquiring Authority under this Agreement;

- (ii.) any and all costs which the Selected Development Partner incurred in pursuing the Development and/or paid under the Land Agreements and/or incurred in acquiring CPO Land and/or Interests, including the costs of acquisition, as well as Land Transaction Tax, or which are directly related to supporting the Acquiring Authority in relation to the CPO either prior to or after the date of this Agreement. The sum that the Acquiring Authority is to pay for the transfer of land shall be the higher of market value and the price the Selected Development Partner paid; and
- (iii.) in addition to the above sums the Acquiring Authority will pay to the Selected Development Partner the sum which will secure the Selected Development Partner a return on costs of 10% after taking account of any amount by which the Market Value of any land acquired by the Selected Development Partner exceeds the price paid for it.
- (d) If the Acquiring Authority has title to any CPO Land and/or CPO Interests in respect of which the Selected Development Partner has paid the acquisition costs the Council shall (if called upon to do so) the transfer that interest to the Selected Development Partner or as it directs for the sum of [SUM].
- (e) Alternative to Part D paragraph 4, if it so chooses, the Selected Development Partner may (on behalf of itself and any other third party to whom CPO Interests have been transferred to or held by (if such third party agrees for the Selected Development Partner to make such request)) call upon the Acquiring Authority to acquire such CPO Interests from the Selected Development Partner and/or such third party for the higher of the then market value and the purchase price of such interests.
- (f) Completion by the Acquiring Authority of any acquisitions to be made by it under Part D paragraph 4(e) shall take place the later of 20 Working Days after the service any notice served under Part D paragraph 4(e) and ten Working Days after (where there is a Dispute over the price to be paid) the purchase price to be paid is Determined.

Signed by [NAME OF
ACQUIRING AUTHORITY]

.....

Signed by [NAME OF
DIRECTOR]

.....

Director

for and on behalf of [NAME OF
SELECTED DEVELOPMENT
PARTNER]

Appendix 21 - Template Settlement Agreement for Redundant and Vacant Properties

***YOU ARE ADVISED TO SEEK LEGAL ADVICE BEFORE
SIGNING THIS FORM***

SETTLEMENT AGREEMENT

**AN AGREEMENT made the day of
200**

BETWEEN:

[insert name of acquiring authority]

and

[INSERT NAME OF LANDOWNER]

THIS AGREEMENT is dated: **[INSERT DATE]**

PARTIES

[INSERT NAME OF ACQUIRING AUTHORITY] of [INSERT FULL ADDRESS]

[INSERT TITLE AND NAME OF LANDOWNER] of [INSERT FULL ADDRESS OF LANDOWNER] ("The Landowner")

BACKGROUND

- (1) The Landowner is the owner of the freehold property/land (DELETE AS APPROPRIATE) situated at [INSERT ADDRESS] ("The property")
- (2) [INSERT NAME OF ACQUIRING AUTHORITY] have made a compulsory purchase order (CPO) and submitted it for confirmation to the Welsh Ministers.
- (3) [INSERT NAME OF ACQUIRING AUTHORITY] will put to abeyance the CPO until [INSERT DATE AND YEAR] to allow The Landowner to withdraw their objection to the CPO.
- (4) The Landowner and the [INSERT NAME OF ACQUIRING AUTHORITY] will agree the scope of works and a timetable to carry them out to bring [INSERT ADDRESS] into [INSERT REQUIRED USE].
- (5) If the Property has not been brought back to [INSERT REQUIRED USE] by the end of the agreed time, [INSERT NAME OF ACQUIRING AUTHORITY] will proceed with the CPO process.
- (6) If the Property has been brought into [INSERT REQUIRED USE] by the end of the Agreed Time and to the satisfaction of the [INSERT NAME OF ACQUIRING AUTHORITY], The Landowner will not take any actions future actions or make any claims future claims or demands or future demands in relation to this CPO.
- (7) The parties wish to record those terms of settlement, on a binding basis, in this agreement.
- (8) If The Landowner cannot withdraw his objection by [INSERT DATE AND YEAR] the CPO process will continue.

AGREED TERMS

1. Definitions and interpretation

In this agreement, unless the context otherwise requires, the following words and expressions have the following meanings:

Agreed Time means the agreed time for the Works to be completed

CPO means the compulsory purchase order (CPO) relating to land at **[INSERT ADDRESS]** or such other future application or order relating to the Property.

CPO Challenge means a challenge or objection (in any form whatever) to the validity of the CPO or general vesting declaration (including by way of injunction or judicial review) or any process matter or action connected thereto.

Plan means the plan annexed to Appendix 1

Property means **[INSERT ADDRESS]**

Period means the period of time in which the Works will be carried out and completed

Works means the works to be carried out by The Landowner at their own cost at the Property as shown under the Schedule of Works annexed at Appendix 2

Works Commencement Date means the date on which the Works will commence.

Works Completion means the date stated in the Works Completion Certificate.

Works Certificate of Completion means a document issued by the **[INSERT NAME OF ACQUIRING AUTHORITY]** to the Landowner confirming the date on which the Works are deemed to have been carried out in conformity with the Schedule of Works annexed at Appendix 2

2. Effect of this agreement

The parties hereby agree that this agreement shall immediately be fully and effectively binding on them.

3. Works

[INSERT NAME OF ACQUIRING AUTHORITY] will inspect the Works on completion and only on the satisfaction of the **[INSERT NAME OF ACQUIRING AUTHORITY]** or in accordance with the Works Completion Certificate will the **[INSERT NAME OF ACQUIRING AUTHORITY]** inform the Welsh Ministers that the **[INSERT NAME OF ACQUIRING AUTHORITY]** will not proceed to seek confirmation of the CPO.

4 Agreed time

The Landowner has agreed that the Works will be carried out to the reasonable satisfaction of the [INSERT NAME OF ACQUIRING AUTHORITY] and completed on and if the Works have not been completed by the Agreed Time the [INSERT NAME OF ACQUIRING AUTHORITY] will have the right to exercise the CPO.

5. Settlement

This agreement is in full and final settlement of The Landowner hereby releasing and forever discharging, all and/or any actions, claims, rights, demands and set-offs, whether in this jurisdiction or any other, whether or not presently known to the parties or to the law, and whether in law or equity, that it, ever had, may have or hereafter can, shall or may have against the [INSERT NAME OF ACQUIRING AUTHORITY] or any other party or entity arising out of or connected with the CPO.

Agreement not to take Action

The Landowner covenants that they shall not: (i) commence, voluntarily aid in any way or cause either directly or indirectly to be commenced against the [INSERT NAME OF ACQUIRING AUTHORITY] or any other party or entity any action, suit or other proceeding concerning the CPO or/any objection or challenge of any formal or informal nature thereto, in this jurisdiction or any other costs if the [INSERT NAME OF ACQUIRING AUTHORITY] do not proceed to seek confirmation of the order because the Property has been brought to [INSERT REQUIRED USE].

- 5.1 The parties shall each bear their own legal costs in relation to this agreement.

6 Warranties and authority

- 6.1 The Landowner warrants and represents that they have not sold, transferred, assigned or otherwise disposed of their interest or rights in the Property (or agreed to do so).
- 6.2 Each party warrants and represents to the other with respect to itself that it has the full right, power and authority to execute, deliver and perform this agreement.
- 6.3 The Landowner warrants and represents that they have not contravened or taken steps to contravene the provisions of clause 5 above at any time.

7 Indemnities

The Landowner hereby indemnifies, and shall keep indemnified, [INSERT NAME OF ACQUIRING AUTHORITY] against all costs and damages (including the entire legal and surveyor expenses of [INSERT NAME OF ACQUIRING AUTHORITY] incurred in all future actions, claims and proceedings in respect of (i) the Works which it may bring against [INSERT NAME OF ACQUIRING AUTHORITY] or any other party, and (ii) (without prejudice to the above) any breach of the covenants or warranties contained herein.

8 Severability

If any provision of this agreement is found to be void or unenforceable, that provision shall be deemed to be deleted from this agreement and the remaining provisions of this agreement shall continue in full force and effect and the parties shall use their respective reasonable endeavours to procure that any such provision is replaced by a provision which is valid and enforceable, and which gives effect to the spirit and intent of this agreement.

9 Entire agreement

- 9.1 This agreement constitutes the entire understanding and agreement between the parties in relation to the subject matter of this agreement.
- 9.2 Each party acknowledges that it has not entered into this agreement in reliance wholly or partly on any representation or warranty made by or on behalf of the other party (whether orally or in writing) other than as expressly set out in this agreement.

10 Confidentiality

The terms of this agreement, and the substance of all negotiations in connection with it, are confidential to the parties and their advisers, who shall not disclose them to, or otherwise communicate them to, any third party other than:

- (a) to the parties' respective auditors, insurers and lawyers on terms which preserve confidentiality;
- (b) pursuant to an order of a court of competent jurisdiction, or pursuant to any proper order or demand made by any competent authority or body where they are under a legal or regulatory obligation to make such a disclosure; and
- (c) as far as necessary to implement and enforce any of the terms of this agreement.

11 Governing law and jurisdiction

This agreement shall be governed by, and construed in accordance with, the law of England and Wales. Any dispute arising out of or in connection with, or concerning the carrying into effect of, this agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales, and the parties hereby submit to the exclusive jurisdiction of those courts for these purposes.

12 Contracts (Rights of Third Parties) Act 1999

The parties agree that the terms of this agreement are not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.

13 Co-operation

The parties shall deliver or cause to be delivered such instruments and other documents at such times and places as are reasonably necessary or desirable, and shall take any other action reasonably requested by the other party for the purpose of putting this agreement into effect.

14 Counterparts

This agreement may be signed in any number of counterparts, each of which, when signed, shall be an original and all of which together evidence the same agreement. For the purposes of completion, faxed signatures by the parties' legal advisers shall be binding. Any party who provides a faxed, signed counterpart to the other party on completion agrees to provide original, signed counterparts to the other party within fourteen days of completion.

15 Variation

Any variation of this agreement shall be in writing and signed by or on behalf of each party.

This agreement has been entered into on the date stated at the beginning of it.

Appendix 1

Plan

Appendix 2

Schedule of Works

1. To carry out the following works in the specified time periods:
 - 1.1 [LIST OUTSTANDING WORKS AND TIME PERIOD FOR COMPLETION]
 - 1.2 [LIST OUTSTANDING WORKS AND TIME PERIOD FOR COMPLETION]
 - 1.3 [LIST OUTSTANDING WORKS AND TIME PERIOD FOR COMPLETION]

Housing related CPOs

2. Once the works set out in paragraph 1 of this Schedule have been completed, to place all of the Properties with a local lettings agent of repute (to be agreed by the [INSERT NAME OF ACQUIRING AUTHORITY]) within 5 working days and use reasonable endeavours to procure lettings of each of the Properties as soon as reasonably practicable following the expiry of the time periods set out above.
3. To allow the [INSERT NAME OF ACQUIRING AUTHORITY] access to each of the Properties without delay to enable it to check that the requirements of this Undertaking have been met.

4. To notify the [INSERT NAME OF ACQUIRING AUTHORITY] when each of the Properties has been let, together with details of the tenant and a copy of the tenancy agreement.
5. To notify the [INSERT NAME OF ACQUIRING AUTHORITY] if an offer has been made to purchase the Property prior to the completion of the works set out in paragraph 1 of this Schedule and to ensure that any purchaser enters into an undertaking on the same terms as this Deed.

Executed as a Deed by affixing the

Common Seal of [INSERT NAME OF LOCAL AUTHORITY] in the presence of:

[INSERT NAME OF AUTHORISED OFFICER]

Being an Officer of the [INSERT NAME OF LOCAL AUTHORITY] duly

Authorised to attest the Common Seal thereof

Signed as a deed by the said [INSERT NAME OF LANDOWNER]

In the presence of:

W Signature:.....

I

T Name:.....

N

E Address:

S

S Occupation:.....

Appendix 22 - Case Studies on the Successful Use of Compulsory Purchase Orders

Introduction

- 1.1 Compulsory purchase orders (CPOs) have been used to enable a range of different infrastructure and development projects to proceed in Wales in recent years.
- 1.2 The following case studies provide details of some of these CPOs and the relevant power used, along with highlighting key learning points for local authorities to consider when using their compulsory purchase powers:
- Derelict properties in [Penarth - Town and Country Planning Act 1990](#);
 - Redevelopment of residential properties and provision of urban green space in [West Rhyl - Town and Country Planning Act 1990](#);
 - Road improvement project in [Mountain Ash – Highways Act 1980](#);
 - Residential development together with associated highway infrastructure and open space in [Conwy – Town and Country Planning Act 1990](#);
 - Empty residential property in [Cardiff – Housing Act 1985](#).

Case Study 1: Compulsory purchase of derelict residential development at Penarth

Acquiring authority	Vale of Glamorgan Council
CPO Type	Town and Country Planning Act 1990
CPO Example	Use of compulsory purchase powers with a back-to-back agreement to redevelop derelict properties into residential development

Overview

- 2.1 Vale of Glamorgan Council used its compulsory purchase powers under section 226(1)(a) of the Town and Country Planning Act 1990 to progress the redevelopment of five empty, derelict properties into residential development which were under the ownership of one landowner. One objection to the making of the CPO was received which was considered by written representations.

Background

- 2.2 A local developer who owned the derelict properties negated enforcement procedures through legal devices such as company closures and general obfuscation.

The approach

- 2.3 The Council resolved to use its compulsory purchase powers alongside entering into a back-to-back agreement with a Registered Social Landlord (RSL) to redevelop and bring the derelict properties back into use as residential development.
- 2.4 With the CPO confirmed, the Council opted to implement the CPO via the general vesting declaration (GVD) procedure. This allowed the Council to take possession of and gain entry to the land whilst protracted negotiations with the landowner over compensation continued over several years.

Conclusion and learning points

- 2.5 The case study provides best practice on how local authorities can enter into back-to-back agreements with partners and use their compulsory purchase powers alongside the GVD procedure to help progress the development of sites without waiting for negotiations on compensation matters to reach a conclusion.

Case Study 2: Compulsory purchase to enable the redevelopment of residential properties and provision of urban green space at West Rhyl

Acquiring authority	Denbighshire County Council
CPO Type	Town and Country Planning Act 1990
CPO Example	Use of compulsory purchase powers to deliver the redevelopment of residential properties and provision of urban green space

Overview

- 3.1 Denbighshire County Council used its compulsory purchase powers under section 226(1)(a) of the Town and Country Planning Act 1990 to progress the redevelopment of seven blocks of land which formed part of the West Rhyl Housing Improvement Project. The proposals for the area included:
- Demolition of derelict properties to create a new open space;
 - Refurbishment and remodelling of existing properties into: properties to be managed by a Housing Association; apartments and single occupancy family housing;
 - New residential development.
- 3.2 Nine objections to the making of seven CPOs were received which were considered by a public inquiry.

Background

- 3.3 A decline in the domestic tourism industry left West Rhyl with an oversupply of bed and breakfast and hotel accommodation. Due to a change in market forces these buildings were converted into flats and bedsits with shared facilities such as bathrooms and kitchens.

The quality of this multiple occupation accommodation deteriorated over time which had a knock-on effect on the health of residents. This, combined with factors such as poor physical, social and environmental conditions, resulted in blighted neighbourhoods in West Rhyl and high levels of deprivation, crime, and poverty. There was also an imbalance in the tenure mix with 70% private rented, 10% owner occupier and 20% Registered Social Landlords (RSLs). As such, there was little in the way of choice of dwelling type and it was determined housing renewal would not have an impact on improving the quality of accommodation and the surrounding environment.

The approach

- 3.4 West Rhyl was designated as a specific regeneration area within the *Rhyl Going Forward Strategy* and prioritised through the Welsh Governments 'North Wales Coast Strategic Regeneration Area'.
- 3.5 The case for significant intervention in West Rhyl was evidenced in the Denbighshire County Council *Supplementary Planning Guidance (SPG)*. The SPG made the case for regeneration by developing a vision and assessing the strengths, weaknesses, opportunities and constraints for the area set out over 3 years.
- 3.6 The SPG identified housing as a central element of the regeneration of West Rhyl and as some housing associations had already acquired properties in the area there was an opportunity for the Council to work in partnership with the trusted organisations.
- 3.7 The SPG set out the following principle objectives which were backed by a reasoned justification for the interventions:
 - Create a transformational sense of place through the development of new community green space which enhances the image of the area.
 - Generate new employment uses to support the retail strength of the town centre, attract visitors and enhance existing tourism uses. - Encourage a more balanced range of housing tenures including new homes for families to retain existing residents and attract new residents to the area.
 - Reduce Multiple Occupancy Housing through conversion and new development which provides a more balanced range of tenures and better space standards.
 - Ensure a pedestrian and cycle friendly area with well managed parking and an enhanced public realm environment.
 - Retain the use of listed buildings and respect and enhance the conservation character of the area through sensitive design of new development.
 - Promote sustainable development through the use of energy efficient design and use of renewable energy sources.

- 3.8 Implementation of the SPG's objectives for the West Rhyl Regeneration Area was taken forward through the West Rhyl Housing Improvement Project. The Project had a three year timescale for completion which involved property acquisition via compulsory purchase, the relocation of a number of families, new build work, renovation of properties, and reconfiguration of the existing road layout.
- 3.9 A West Rhyl Housing Improvement Project Board was convened and consisted of:
- Leader of Denbighshire County Council
 - Chief Executive of Denbighshire County Council
 - Strategic leads on Housing and Community Cohesion for the North Wales Coast Regeneration Area
 - Cabinet Lead Member for Housing
 - Chair of Communities Scrutiny Committee
 - Two ward members from the Rhyl area
 - Officials from Denbighshire County Council i.e. Corporate Director, Economic & Community Ambition; Economic & Business Development Manager; West Rhyl Housing Improvement Project Manager; and Property Surveyor
 - Pennaf Housing Group
- 3.10 The West Rhyl Housing Improvement Project co-ordination team comprised of:
- Property acquisition
 - Resettlement and supporting people
 - Neighbourhood management
 - Planning, design and delivery
 - Communication and community liaison
- 3.11 Housing featured as main driver of the West Rhyl Housing Improvement Project and the Council worked in partnership with the following housing associations to purchase properties and land in the area for re-modelling and redevelopment:
- Clwyd Alyn Housing Association (part of Pennaf Housing Group),
 - North Wales Housing Association, and
 - The West Rhyl Community Land Trust
- 3.12 Following numerous public engagement events and meetings, and in response to the suggestions of residents living in the area, it was decided an open green space would also be incorporated in the design and re-modelling of the land use in West Rhyl.

A Health Impact Assessment of the proposal was undertaken which concluded: *“The West Rhyl Greenspace Project provided an opportunity to showcase the benefits open green space can bring to health and well-being”* siting the positive impacts which would arise, such as encouraging physical exercise and the use of the space for community events.

- 3.13 To provide the necessary area of land, buildings identified as being in the worst condition were demolished and replaced by an open green space which included:
- A multi-functional community garden
 - Informal play areas
 - Hard landscaped event spaces
 - Tree lined avenues with spring bulb planting
 - Recycled plastic seating
 - Perimeter wall and railings
- 3.14 There was also a re-configuring of the road layout which included on-street parking with wildflower and shrub planting and concrete and timber entrance features.
- 3.15 Following a public inquiry, the seven CPOs were confirmed by the Welsh Ministers without modification. In total, 106 properties were acquired via agreements and compulsory purchase. This required the re-location of 100 renting households which was successfully achieved through the assistance of a resettlement co-ordinator.
- 3.16 Given the huge implications for families this process was met with scepticism. However, through the investment of time and resources with the affected families all were re-located to other parts of the town.
- 3.17 To assist with the relocations, Denbighshire County Council worked with a local recycling social enterprise to utilise delivery vehicles to transport furniture to the families' new houses.

Conclusion and learning points

- 3.18 With the CPO confirmed it allowed the West Rhyl Housing Improvement Project to transform the physical environment of West Rhyl. Its approach was a response to poor living conditions and a legacy of decline from a once booming tourism and hospitality industry.
- 3.19 The partnership approach with local housing associations ensured the quality and condition of social housing stock in the area met standards as set out in the Welsh Housing Quality Standard (WHQS) and ensured good management of the properties.

- 3.20 As a result of the intervention by the public sector, market demand for vacant sites in the area has returned to the area with private sector interest in purchasing a site directly opposite the new green space and in nearby existing blocks of houses. Also, following completion of the project, incidents of recorded crime in the area have reduced.
- 3.21 The case study provides best practice of how local authorities can use their compulsory purchase powers in partnership with other organisations to deliver major regeneration schemes and achieve common objectives. Also, how making a CPO on the basis of adopted policy can enhance the justification and compelling case in the public interest.
- 3.22 The case study also provides best practice on why local authorities should adopt a relocation policy early in the process and employ a dedicated staff resource to liaise between the acquiring department of the authority and the affected parties. Likewise, it demonstrates the benefits of adopting a flexible approach to amending a scheme in response to the views of residents to minimise objections to a CPO.

Case Study 3: Compulsory purchase to enable a road improvement project at Mountain Ash

Acquiring authority	Rhondda Cynon Taf County Borough Council
CPO Type	Highways Act 1980
CPO Example	Use of compulsory purchase powers to deliver a cross valley link road.

Overview

- 4.1 Rhondda Cynon Taf County Borough Council used its compulsory purchase powers under sections 239, 240, 246, 250 and 260 of the Highway Ways Act 1980 to:
- build a new 2-way, 3 lane link road at Mountain Ash across the valley of the River Cynon and the Cardiff to Aberdare railway line extending for 75 metres;
 - improve existing highways near the proposed new bridge;
 - the diversion of watercourses and carrying out of other works on watercourses in connection with the construction and improvement of the highways.

Background

- 4.2 In the Southern part of the Cynon Valley between the settlements of Abercynon and Mountain Ash there were few cross valley links to the A4059 which provides a route to the major trunk road of the A470. Where cross valley links existed, they either had width restrictions or were constrained by traffic volumes resulting in congestion and delays in traffic journey times.

- 4.3 Major improvements to the highway network in this part of the Cynon Valley were required to resolve these capacity issue, provide another route into the town centre of Mountain Ash, and enhance existing movements across the valley between communities. The improvements to the highway network were also integral to the regeneration and environmental improvement of the area linked to the Mountain Ash Town Centre Regeneration Strategy and the wider economic opportunities for the Cynon Valley and the Cardiff Capital Region.
- 4.4 The Mountain Ash Cross Valley Link Project was established to deliver the following social, economic and environmental regeneration benefits:
- Divert traffic away from the built up, poor quality, narrow B4275 road across the valley onto the A4059, bringing major traffic relief to the Mountain Ash Town centre and surrounding areas.
 - Reduce traffic heading northbound along the A4059 towards Aberdare and thus reducing air pollution, congestion and improving traffic journey times.
 - Facilitate further enhancement of the Mountain Ash town centre street scene by significantly relieving traffic flows and improving air quality, particularly northbound, in the town centre.
 - Improve access to existing and new businesses at Cwm Cynon Business Park, complementing the first phase of the link already constructed off the A4059.
 - Improve the connectivity within the Cynon Valley and more widely within the region.
 - Create a new access on foot or cycle to the wider active travel network which will promote more active and healthy lifestyles.

The approach

- 4.5 To implement the Mountain Ash Cross Valley Link Project the compulsory acquisition of fourteen parcels of land was necessary. The land contained in the Mountain Ash Cross Valley Link CPO 2017 comprised scrubland, footway, verge and highway operational railway lad, the bad and banks of the River Cynon, a parking area, garages, and residential properties. The works associated with the project involved the demolition of 2 residential properties and 6 garages.
- 4.6 In setting out the case for the use of compulsory purchase powers in its Statement of Reasons, the Council identified its preferred approach was to seek the acquisition of land and rights by agreement in the first instance. To meet funding deadlines and ensure progress of the Project, the Council undertook this work in parallel with the making of the CPO. It was the Council's view this would minimise the work required for a public inquiry should one be held following the submission of objections. By adopting this approach from the outset, the Council successfully negotiated away all objections to the CPO.

- 4.7. As the statutory notice requirements had been met for the making of the CPO; all objections received to the CPO had been withdrawn; no modifications were proposed to the CPO; and the CPO land did not fall within the categories of land mentioned in section 14A(2) of the Acquisition of Land Act 1981⁵, the Welsh Ministers were able to delegate the power to confirm the CPO to the Council under section 14A of the Acquisition of Land Act 1981.

Conclusion and learning points

- 4.8 The development of this important transport link brought with it not only local benefits but also improved connectivity within the region and delivered greater economic opportunities.
- 4.9 The Project provided an opportunity to improve accessibility and connectivity in an area where limited cross valley linkage caused significant congestion on the local and strategic transport network affecting all highway users, including commercial delivery services and public transport.
- 4.10 The use of compulsory purchase powers helped the Council deliver the project and meet funding deadlines by allowing it to acquire land required to implement the road scheme.
- 4.11 This case study demonstrates best practice of an acquiring authority continuing to negotiate the withdrawal of objections by landowners alongside preparing and making the CPO in order to:
- (a) minimise the potential work required to prepare for and participate in a public inquiry which can lower the cost of a CPO; and
 - (b) speed-up the decision making process, and ultimately the implementation of a project, should the requirements under section 14A of the Acquisition of Land Act 1981 be met which can allow the Welsh Ministers to delegate the power to Councils to confirm their own CPOs.

⁵ I.e. (1) Land which has been acquired by statutory undertakers for the purposes of their undertaking; or (2) Land forming part of a common, open space, or fuel or field garden allotment.

Case Study 4: Compulsory purchase to enable housing development with associated highway infrastructure and open space in Conwy

Acquiring authority	Conwy County Borough Council
CPO Type	Town and Country Planning Act 1990
CPO Example	Use of compulsory purchase powers to facilitate residential development with highway infrastructure and open space

Overview

- 5.1 Conwy County Borough Council used its compulsory purchase powers under section 226(1)(a) of the Town and Country Planning Act 1990 to acquire a single property for the purpose of the development of that land and adjoining land by the demolition of existing buildings on a derelict housing estate and the construction of residential development together with associated highway infrastructure and open space ('the underlying scheme').

Background

- 5.2 The CPO land comprised of one residential leasehold property comprising a ground floor two-storey maisonette style residence. The property was situated within a block of similar style residences which were vacant. The freehold of the CPO land was owned by the Council.
- 5.3 The compulsory purchase of the single property was required to enable the improvement and development of a site allocated for residential development in the Council's adopted Local Development Plan. The underlying scheme involved 377 new residential units including a percentage of affordable housing with associated highway infrastructure and open space.
- 5.4 The Council progressed the CPO with the purpose of facilitating the following well-being benefits for the surrounding area:
- economic – (1) additional employment generated during the construction phase, (2) influx of a new population resulting in an increased demand for goods and services from local businesses;
 - social – (1) provision of affording housing on the site in accordance with the Council's policy requirement of 20% affordable housing managed by a registered social landlord, (2) improvements to community facilities and investment in new schools;
 - environmental – (1) sustainable transport improvements comprising of new bus stops, improved access to local railway stations, local highway improvements, footways and cycleways, (2) removal of a derelict housing estate and replacement with new houses, improved public spaces, parks, play areas and public art.

The approach

- 5.5 At the inception of the underlying scheme in 1998, the Council experienced difficulties allocating housing on the estate located on the CPO land to residents in comparison with other housing estates in the area. The main reason for this was the conditions on the estate located on the CPO land had declined over the previous 10 years. In particular, housing on the estate located on the CPO land suffered from poor design, were difficult to maintain, neglected, and crime and vandalism were common.
- 5.6 Consequently, the Council decided the housing on the estate located on the CPO land no longer offered suitable accommodation, and clearance and regeneration of the area was the only realistic option. To achieve this, the Council began a program of re-housing of residents on the estate located on the CPO land. Of the 329 units located on the estate located on the CPO land, a single property remained occupied.
- 5.7 Following the selection of a preferred development partner, the underlying scheme proposed was of a comprehensive redevelopment and regeneration of the land comprising the estate located on the CPO land which involved the demolition of 329 units and the erection of 377 new residential units.
- 5.8 The Council attempted to negotiate vacant possession of the remaining occupied property but negotiations failed to achieve vacant possession. Negotiations between the Council and the remaining occupier included offers to purchase the interest of the leaseholder at market value together with reasonable professional fees. The leaseholder has been offered compensation, alternative housing and the opportunity to return to a new affordable property on the development. The purpose of the CPO was acquire the remaining property to facilitate the underlying scheme.
- 5.9 The underlying scheme was developed in consultation with local residents, community groups and Council ward members through the following engagement activities:
- A consultation study which involved meetings with the local community and residents of the estate located on the CPO land to devise a strategy for regenerating the estate.
 - A public exhibition hosted in the community centre situated on the estate located on the CPO land which explained the Council's intention to market the site and secure a preferred development partner to facilitate the demolition and redevelopment of the estate located on the CPO land.

- A Planning and Design Guidelines document was drafted which involved consultation with the local community and a two-day public exhibition and consultation exercise concerning the draft brief was held on the estate located on the CPO land.
- Thirty organisations and individuals with an interest in the underlying scheme were directly consulted and the main themes reported to the Council's Cabinet who adopted the Planning and Design Guidelines as the planning brief for the underlying scheme.
- Following the selection of the preferred development partner early in 2005, the preferred development partner, its design team and communication consultants hosted a two-day public exhibition in the community centre situated on the estate located on the CPO land. A second two-day public exhibition was held in an arts centre in the nearby town centre. The purpose of the exhibitions was to provide the local community (including residents from the estate located on the CPO land) with the opportunity to view and comment on the preferred development partner's initial design ideas for the redevelopment of the site and on the planning application for the underlying scheme.
- A Community Consultative Group was also formed and attended by the preferred development partner, local residents, Council ward members, Town Councillors, and Council officers. The remit of the group was to communicate information and exchange views on the evolving underlying scheme and its design. The group met on 6 occasions, prior to the preferred development partner submitting its planning application for the underlying scheme in February 2007.
- In addition to the public exhibitions and Community Consultative Group meetings, the preferred development partner's communications team conducted other consultation exercises to ensure a range of views were taken into account regarding the underlying scheme. For example in September 2005 and January 2007, existing and former residents from the estate located on the CPO land were invited to meet and discuss the underlying scheme, focusing on the affordable housing provision.

Planning workshops were also held giving local residents and other stakeholders the opportunity to discuss the underlying scheme and its effect on the adjoining community.

- On 28 February 2007, the preferred development partner submitted its planning application to the Council.
- The Council also carried out consultations as part of the statutory planning process and the Council's Planning Department sent out 773 neighbour notification letters to residents of the area of the underlying scheme. Notification letters were sent out in March 2007 and re-consultation was undertaken in June 2007.
- The planning application was advertised on site and in the press in accordance with the Town and Country Planning (General Development Procedure) Order 1995 on 21 May 2007 and all relevant statutory consultees were notified of the planning application.
- The preferred development partner held a public exhibition of the underlying scheme on 2 September 2010 once planning permission had been granted.

5.10 The costs of the underlying scheme were being met by the preferred development partner who relied on the Council utilising its compulsory purchase powers.

Conclusion and learning points

5.11 The Council sought to regenerate a failed former development which was empty except for a single property and semi-derelict. Only the single unit subject to the CPO remained in occupation.

The affordable housing element of the underlying scheme more than adequately compensated for the loss of the unit as well as providing 64 additional new high quality affordable units. In addition, over 300 other good quality new houses were provided.

5.12 The acquiring authority offered the leaseholder market value for their property plus reasonable professional fees compensation, alternative accommodation and the opportunity to return to affordable housing on the site of the underlying scheme. Although the tenant was offered compensation, alternative housing and the opportunity to return to a new property on the development they continued to maintain an objection to the CPO.

5.13 The CPO was scheduled to be considered by a public inquiry under the provisions of the Compulsory Purchase (Inquiries Procedure) (Wales) Rules 2010. The acquiring authority continued its negotiations with the tenant right up to the holding of the public inquiry in an attempt to resolve the objection.

Three days prior to the date set for the holding of the public inquiry the tenant withdrew their objection to the CPO unconditionally. As a result, the public inquiry did not take place.

- 5.14 The unopposed CPO was confirmed by the Welsh Ministers and home loss and disturbance payments were duly made by the acquiring authority to the tenant in accordance with the Land Compensation Act 1973.

Case Study 5: Compulsory purchase of an empty property in Cardiff

Acquiring authority	County Council of the City and County of Cardiff ('Cardiff City Council')
CPO Type	Housing Act 1985
CPO Example	Use of compulsory purchase powers to bring an empty residential property back into use

Overview

- 6.1 Cardiff City Council used its compulsory purchase powers under section 17 of the Housing Act 1985 ("the 1985 Act") to bring a mid-terrace, three bedroom residential property back into use which had fallen into disrepair. No objections were received to the making of the CPO, as such, the confirmation decision was delegated to the acquiring authority to make.

Background

- 6.2 The property stood empty for approximately 10 years since the owner left to care for elderly parents. The property owner subsequently developed health issues of their own which meant there was no prospect of them returning to the property to live.
- 6.3 Over the period of time it remained empty the property's condition deteriorated through a lack of maintenance which made it inhabitable. It was subsequently listed by the Council as a Category A problem property in accordance with its adopted Empty Property Policy.
- 6.4 The Empty Property Policy set out how empty properties in the local authority area would be assessed against set criteria to determine the priority the Council would give to pursuing re-occupation. The criteria including: the length of time the property was vacant; property occupation; nuisance; dangerous structures; appearance; social impact and number of complaints received. A score was then given against each of the criteria and the sum of these scores reflected the Category of the empty property. Due to the length of time the property in question had been empty, its deteriorating condition and the number of complaints made the property was listed as a Category A vacant property.

- 6.5 Complaints received from neighbouring property owners concerned the property's overgrown gardens, allegation of damp ingress, external disrepair and poor condition which was considered to be detrimental to the amenities of the area.

The approach

- 6.6 The Council wrote to the property owner on a number of occasions over a period in excess of 3 years to express concern over the condition of the property and to ascertain the owner's intentions. The property owner was informed of the various options available for the disposal or return of the property to beneficial occupation including short term leasing and/or letting through a Registered Social Landlord. Appendix 1 details the timeline of correspondence between the Council and the property owner leading up to the formal resolution to make a CPO.
- 6.7 Due to the declining condition of the property, lack of response from the property owner and complaints received, the Council commenced the formal compulsory purchase procedures to acquire the property.
- 6.8 The Council considered it essential to acquire the property to ensure its return to housing accommodation and to remediate the impact on neighbouring properties. The Council was satisfied the property would remain unavailable to the local housing demand unless it acquired the property via a CPO due to:
- the length of time the property was vacant,
 - its poor and deteriorating condition, and
 - lack of significant action by the owner.

Also, that it would continue to deteriorate resulting in further complaints and a drain on Council resources.

Conclusion and learning points

- 6.9 In deciding to make a CPO under section 17 of the 1985 Act, the acquiring authority had to prove there was a compelling case in the public interest and the acquisition of the property would achieve either a quantitative or qualitative housing gain.
- 6.10 The acquiring authority progressed the CPO on the basis the repair and return of the empty property to beneficial occupation would achieve the criteria outlined in the paragraph above and remove a problematic vacant house from its Empty Property Register in accordance with its adopted Empty Property Policy. Furthermore, the compulsory purchase and subsequent onward sale of the property, via an auction, to return it to beneficial use would assist in addressing housing demand in its area.

- 6.11 In line with national planning policy on use of compulsory purchase powers, Appendix 1 outlines the attempts the acquiring authority made to purchase the empty property by agreement prior to resolving to use its compulsory purchase powers. This information was included in the acquiring authority's Statement of Reasons as evidence of the last resort of using its CPO making powers to bring back into use the empty property.
- 6.12 Section 14A(1) of the Acquisition of Land Act 1981 ("the 1981 Act") provides a discretionary power to the Welsh Ministers to delegate the confirmation decision on a CPO to the acquiring authority where the following conditions (established under section 14A(3) of the 1981 Act) have been met:
- there are no outstanding objections to the CPO;
 - all statutory requirements as to the service and publication of notices have been complied with; and
 - the CPO is capable of being confirmed without modification.

As all these conditions had been met in this case, the Welsh Ministers notified the acquiring authority that it could confirm the CPO itself which it duly did.

Appendix 1 – Timeline of correspondence between the acquiring authority and property owner

- 14 April 2015 – The Council received a complaint from a neighbour in relation to damp ingress believed to be caused by the empty property. Council Tax records confirmed the ownership details of the property obtained from Land Registry.
- 21 April 2015 – A Housing Enforcement Officer from the Council visited the empty property to investigate the complaint and noted the condition of the property. During the visit the complainant stated a person visited the property occasionally to undertake gardening duties.
- 21 October 2015 – Letter sent to the property owner as an initial contact in an attempt to engage with the owner, determine their plans for the property and when it would be returned to use. No response was received.
- 26 October 2015 – A Housing Officer from the Council visited another neighbouring resident to discuss the empty property. The resident confirmed the whereabouts of the owner of the empty property. The Officer left contact details to be passed to the person visiting the empty property who undertook gardening duties.
- 8 December and 16 December 2015 – The Council received telephone messages received from the person visiting the empty property.
- 17 December 2015 – Telephone conversation between the Council and the person visiting the empty property. The person confirmed the status of the property owner and that they would contact them.
- 13 April 2016 - Telephone conversation between the Council and the person visiting the empty property. The person confirmed the property owner had inherited their parents' house which they were currently residing at and it was unlikely they would deal with their empty property due to its deteriorating condition.

- 28 April 2016 – The Council sent a further letter sent to the property owner. No response was received.
- 11 July 2016 - Telephone conversation between the Council and the person visiting the empty property. The person confirmed they were still in contact with the property owner and stated the owner was not acting in relation to the property.
- 11 July 2016 – The Council sent a further letter sent to the property owner. No response was received.
- 2 November 2016 - Telephone conversation between the Council and the person visiting the empty property. The Council sought to gain access to the empty property to undertake an internal investigation and asked the person if they had access to the property. They confirmed that they did not.
- 4 November 2016 - Telephone conversation between the Council and the person visiting the empty property. The Council sought contact details of the property owner. The person provided the address and telephone number of the property owner's parents' house.
- 7 November 2016 – The Council sent a letter to the address of the property owner's parents' house. No response was received.
- 16 November 2016 - Telephone conversation between the Council and the person visiting the empty property. The person advised the property owner had received the Council's letter of 7 November and they intended to respond. However, that the property owner's health had deteriorated.
- 29 November 2016 – The Council sent a further letter to the address of the property owner's parents' house enclosing a copy of its letter of 7 November. No response was received.
- 3 January 2017 - The Council sent a further letter to the address of the property owner's parents' house warning of potential enforcement act due to a lack of response.
- 16 January 2017 – The Council received a letter from the property owner responding to its letter of 3 January outlining their current status and health conditions.
- 20 January 2017 – The Council noted two telephone messages had been received from the property owner. Attempts were made by the Council to return the telephone calls but only messages were left.
- 6 July 2017 - The Council sent a further letter to the address of the property owner's parents' house seeking an update on their status. No response was received.
- 14 August 2017 - The Council sent a further letter to the address of the property owner's parents' house stating an intention to inspect the empty property as complaints were still being received on its condition. The letter also asked the property owner to consider the options for bringing the property back into use which had been outlined in the Council's previous correspondence.
- 18 August 2017 - The Council received an e-mail from the person visiting the empty property who stated the property owner had refused permission for the Council to enter the property.

The Council advised a possible outcome was it may have to apply for a warrant or powers to enter and survey the property.

- 30 August 2017 – The Council undertook an internal inspection of the property with access provided by the person visiting the empty property.
- 1 September 2017 - The Council sent a further letter to the address of the property owner's parents' house stating if no action was taken to return the empty property to a habitable condition then the use of compulsory purchase powers would be considered.

The letter also included matters relating to the potential selling or leasing of the property voluntarily to a Housing Association. A deadline for a response by the property owner was given.

- 26 September 2017 - The Council received a letter from the property owner which reiterated why the property was empty and their status including health conditions.
- 12 October 2017 – Telephone conversation between the Council and the person visiting the empty property. The Council advised it had held a conversation with the Housing Association who stated the property owner would benefit from applying for an interest free loan as a way of funding part of the renovation works required which could work in conjunction with a lease and repair scheme.
- 2 February 2018 – The Council received an e-mail from the person visiting the empty property who confirmed the property owner was interested in the offer of an interest free loan.
- 6 February 2018 – The Council's administrator of an interest free loan relating to renovation of houses and the Housing Association e-mailed the person visiting the empty property with details of a lease and repair scheme and the interest free loan. This was to ensure the property owner was fully informed of both schemes.
- 5 March 2018 - Telephone conversation between the Council and the person visiting the empty property.
The person gave an update on the declining health of the property owner and confirmed the information of the lease and repair scheme and the interest free loan had been given to the property owner. The person stated the property owner was unlikely to engage due to their health conditions and agreed to provide the Council with details of the property owner's social worker. Following the telephone call the Council received an e-mail from the person visiting the empty property with the contact details of the social worker.
- 3 May 2018 – The Council e-mailed the property owner's social worker outlining the position and involvement with property owner. The Council also sought advice on whether the property owner had instructed a solicitor.
- 14 May 2018 - The Council sent a further letter to the address of the property owner's parents' house stating it would have no option but to take enforcement action due to a lack of action on the empty property and engagement with the Housing Association.

The property owner was also asked to provide details of their legal representative within 14 days of the date of the letter.

- 21 May 2018 – The Council received a further complaint about the state of the empty property. It was also confirmed the complainant had been in contact with their local Councillor.
- 22 May 2018 - Telephone conversation between the Council and the empty property owner's social worker. The social worker advised they had taken the property owner to a meeting with their solicitor the day before where the issue of the empty property was discussed.

At the meeting the property owner confirmed they would probably never move back to the property. The social worker also provided contact details for the property owner's solicitor.

- 25 May 2018 – The Council sent a letter to the property owner's solicitor outlining the Council's position and that compulsory purchase action was being considered.
- 4 June 2018 – The Council received a letter from the property owner's solicitor stating the property owner was looking to list the property for sale.
- 6 June 2018 – The Council sent a further letter to the property owner's solicitor in response to their letter of 4 June. In the letter the Council outlined its appreciation for the property owner's situation but that its priority was to consider the effect of the empty property on neighbouring residents and the wider community in addition to the wider housing need in the area. The Council also confirmed if the formal compulsory purchase procedure commenced it could be withdrawn if the property sold in the meantime which was their preferred course of action.
- 15 August 2018 - The Council sent a further letter to the address of the property owner's parents' house and the property owner's solicitor. The letter outlined the Council was not satisfied the property would be brought back into use within a reasonable time and that a recommendation for the compulsory purchase of the property under Part 2 of the Housing Act 1985 would be made within 28 days of the date of the letter.

Appendix 23 - Best Practice on Compensation Matters

Best Practice 1 - The red line boundary

Acquiring authorities should have a clear understanding of the project and aspirations of selected development partners if working in partnership. This includes what land is needed to make the project work and it's important to remember there is a difference between "need" and "want".

Whilst it is important a masterplan is in place, if this results in land being acquired which is not necessary for the success of the project this could result in costs exceeding expectations. In addition, acquiring land which is not required could undermine the CPO and result in the CPO being open to challenge at public inquiry and ultimately not being confirmed.

Having established an aspirational red line boundary it is important to research the proposed CPO land i.e. understand the nature of the area and uses. For example, the CPO land may encompass an industrial unit containing specialist equipment which may require relocation to a precise environment which could increase relocation costs. Also, an industrial unit may have a typical external appearance. However, inside there may be production lines manufacturing goods which are sold for profit. As such, negotiations between the acquiring authority and affected parties should focus on what mitigation can be put in place to minimise a potential loss of profits claim. Likewise, some retail uses are restricted in where they can operate by licensing and planning restrictions, for example, bookmakers or adult sex shops. This can result in significant extinguishment claims. As such, acquiring authorities should undertake thorough investigation to avoid such claims which could be above the budget set by the acquiring authority.

Research of the proposed CPO land may also reveal properties where there is a potential for injurious affection or material detriment claims. Furthermore, undertaking due diligence could identify consecrated land and places of worship which have their own specific compensation regime under Rule 5 of Section 5 of the Land Compensation Act 1961. As a result, it may be more beneficial to exclude such properties from the red line boundary.

Best Practice 2 - Budget

When assessing the land acquisition budget, acquiring authorities should undertake as much due diligence as possible to enable challenges to be dealt with early in the process. Also, the budgets should be reviewed on a regular basis to ensure appropriate planning can be undertaken to reduce the pressure on budget constraints.

Acquiring authorities should also be open to challenging their property teams on the assumptions adopted in establishing the acquisition budget. For example, has the correct basis of valuation been adopted and does it reflect local and/or national planning policy.

Best Practice 3 - Making contact

It is important to keep affected parties up to date on progress of a CPO and provide them with details on the project and the timescales involved. Acquiring authorities should aim to be as honest and transparent as possible from the outset and make ensure any advice or information provided is clear, concise and consistent. This should improve the possibility of achieving successful early negotiations. Otherwise it can create uncertainty and mistrust in the acquiring authority and may result in an increase in objections to the CPO.

Before resolving to make a CPO to redevelop or improve vacant or derelict land, local authorities should consider serving notices under the following powers requiring action be taken by the respective landowners:

- section 215 of the TCP Act 1990 ('Power to require proper maintenance of land');
- section 11 of the Housing Act 2004 ('Improvement notices'), and
- section 48 of the Planning (Listed Building & Conservation Areas) Act 1990 ('Repairs notice').

Where landowners do not comply with such notices, and a CPO on their land is subsequently made and confirmed, they will have no right to claim a home-loss payment.

Best Practice 4 - Engage with and understand affected parties

Early engagement and communication with affected parties is important to enabling the acquiring authority to understand the nature of the parties' business or interest, how profits are made, the personalities involved along with helping to manage expectations. It also helps establish any legal or physical impediments to a CPO.

Initial meetings with affected parties offer the chance to gather information at the preparation stage of the CPO process. This can inform the requisition for information at the land referencing stage.

Successful engagement is dependent on the acquiring authority appointing a suitable resourced, professional team who can communicate effectively and deliver results. It doesn't necessarily follow that the most cost effective approach to assembling a project team will result in expert communication skills. The inability to communicate effectively can delay the process and prove costly for the acquiring authority.

Early, appropriate engagement with affected parties allows negotiations to progress and also informs the formulation of appropriate relocation and acquisition strategies which underpin a CPO. As a result, acquisitions agreed in advance of a CPO will ultimately reduce costs and time which is critical to the successful and efficient implementation of a CPO.

Best Practice 5 - Negotiations and making offers: Do it right

Acquiring authorities should consider the bigger picture when undertaking negotiations and making offers. All costs should be taken into account including direct and indirect costs of the CPO such as legal fees (dealing with individual objectors at public inquiry or potentially at Upper Tribunal (Lands Chamber)), wider scheme costs, overall cost of project delay, and other reasonable linked costs, for example, potential satellite litigation. However, acquiring authorities are not obliged to reimburse duplicate fees should affected parties subsequently decide to change advisors. Affected parties should be advised from the outset of the CPO process to appoint competent, professional advisor(s). Likewise, when appointing surveyors specifically, they should be advised to have regard to the RICS' Professional Statement 'Surveyors advising in respect of compulsory purchase and statutory compensation'.

When undertaking negotiations, acquiring authorities should be flexible and adopt innovative approaches which can will save time and mitigate exposure to compensation. In addition to straightforward purchases, acquiring authorities should consider sale and leasebacks, deferred completions or options.

Best Practice 6 - Mitigate

Those affected by compulsory purchase are under a duty to mitigate losses and, as such, need to take steps to reduce losses, for example, affected parties will be expected to try and relocate their businesses. Where this is the case, claimants should obtain quotes from at least two reputable firms. Assuming they all offer the same service, instructing the cheapest would be a way of mitigating a loss.

If relocation is not possible it may be necessary for the business to close. Compensation would then be based on the cost of the total extinguishment of the business.

The legal duty to mitigate starts upon confirmation of the CPO and the acquiring authority should take a pro-active role. The duty is on the acquiring authority to demonstrate the claimant has not mitigated their losses. As such, acquiring authorities should:

- work with and engage claimants to ascertain their needs;
- undertake property searches on claimants' behalf;
- provide options for claimants.

Undertaking these activities can assist the relocation process and reduce the risk of extinguishment claims being submitted. Typical items of compensation for extinguishment include:

- the value of the business goodwill;
- loss on forced sale of stock, vehicles and plant and machinery;
- redundancy costs.

There is case law on when the legal duty to mitigate on the part of the claimant is triggered⁶.

Where land is taken, it is important to note where a claimant claims compensation for the amount the land might have been expected to realise on the open market (which will include development value) they are unable to claim compensation for disturbance. For example, for relocating a business operation. This is on the basis that in order to have achieved development value the business would have relocated in any event. Disturbance can only be claimed where a claimant is arguing they would not have been a willing seller in the open market i.e. abandon their business, and, but for the compulsory acquisition, would have continued to operate their business on the land.

For the most part, the right to disturbance compensation is restricted to occupiers who were in occupation on the date when the notice of the making of the CPO was served.

Best Practice 7 - Delay vesting, maintain flexible timescales and assist with relocation

The usual process for taking possession of land is normally project led and dependent upon the development timetable.

The process of taking possession is the same under a General Vesting Declaration (GVD) and the Notice to Treat /Notice of Entry (NTT/NTE) route i.e. the acquiring authority must give a minimum of 3 months under either route. It is therefore important to establish an appropriate timetable for possession.

The statutory 3 months' notice places a significant amount of pressure on a business to relocate and can increase the potential for a successful extinguishment claim.

To minimise the risk of such a claim, it is essential to give an occupier the maximum notice. Acquiring authorities should review the development timetable and liaise with the selected development partner if necessary.

Acquiring authorities should also consider whether it would be beneficial in terms of minimising claims to delay vesting or extend the notice period under the NTT/NTE. I.e. by giving a minimum 6 months' notice this could increase protection and reduce the chances of an extinguishment claim succeeding.

⁶ In *Lindon Press vs West Midlands County Council* (1987) it was held the Claimant must take all reasonable steps to mitigate their loss and they cannot recover any avoidable losses. In *Director of Buildings & Lands vs Shun Fung Ironworks* (1995) it was held that a reasonable person in the position of the Claimant would have taken steps to eliminate or reduce the loss and if the Claimant failed to do so, then they could not fairly expect to be compensated for the loss.

Best Practice 8 - Keep costs in mind: Reach an agreement

The presumption is acquiring authorities are liable for reasonable costs. Where the making of a CPO involves a public inquiry and referral to the Upper Tribunal (Lands Chamber) reasonable costs can be significant.

Below is an indicative guide to the potential level of professional fees for a large-scale CPO which is subject to a public inquiry and referral to the Upper Tribunal (Lands Chamber):

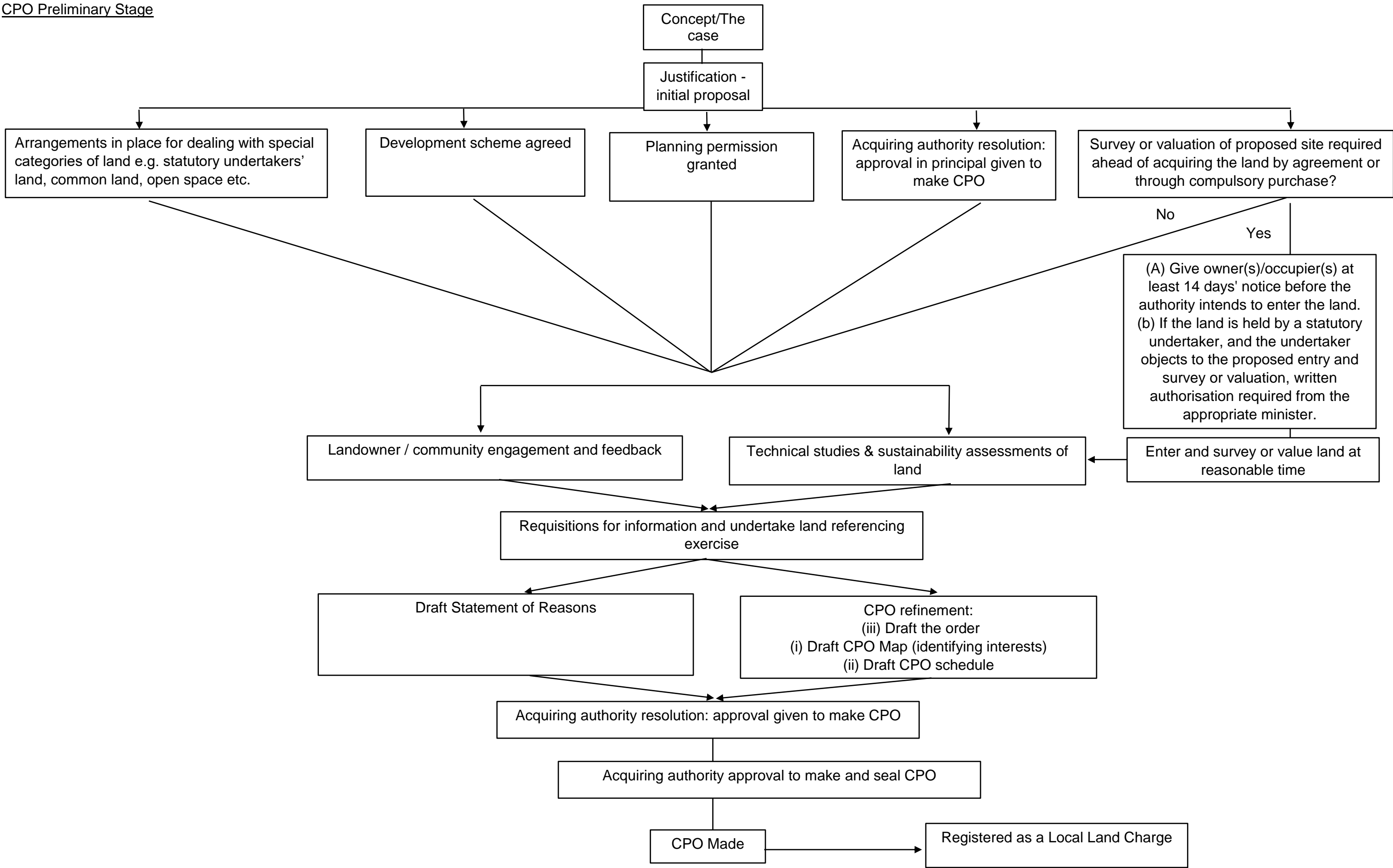
- Legal Fees - £50,000 plus
- Surveyor Fees - £50,000 plus
- Forensic Accountants Fees - £100,000 plus
- Barrister's Costs - £100,000 plus

The actual fees will largely depend on the complexity of the case.

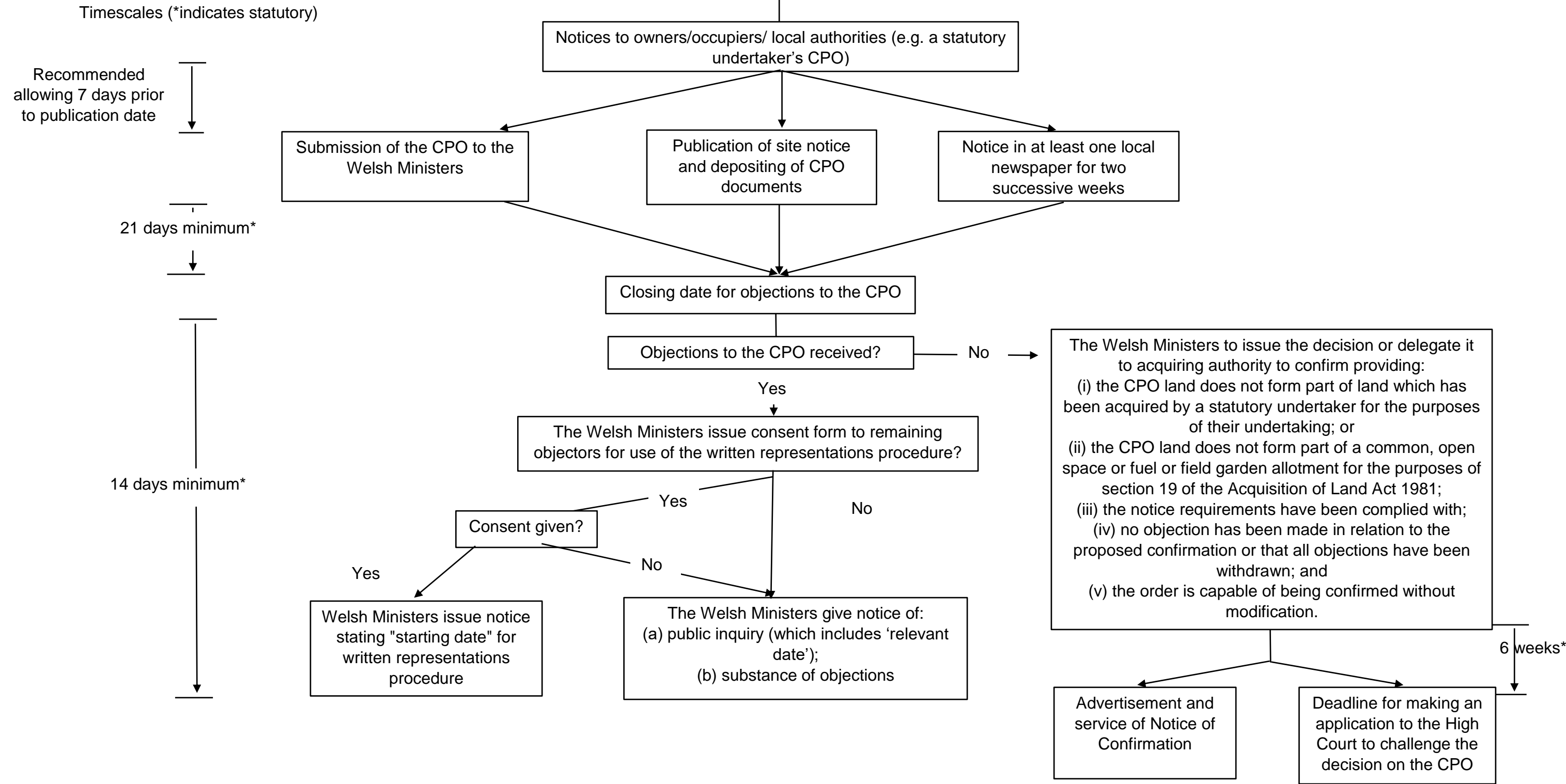
Costs are an important consideration as acquiring authorities can be liable for both their own as well as claimants'. However, whilst acquiring authorities should try and negotiate agreements with claimants, they should be prepared to counter unreasonable compensation claims at the Upper Tribunal (Land Chamber).

Appendix 24 - Flowchart of Stages in the CPO Process (non-Ministerial CPO)

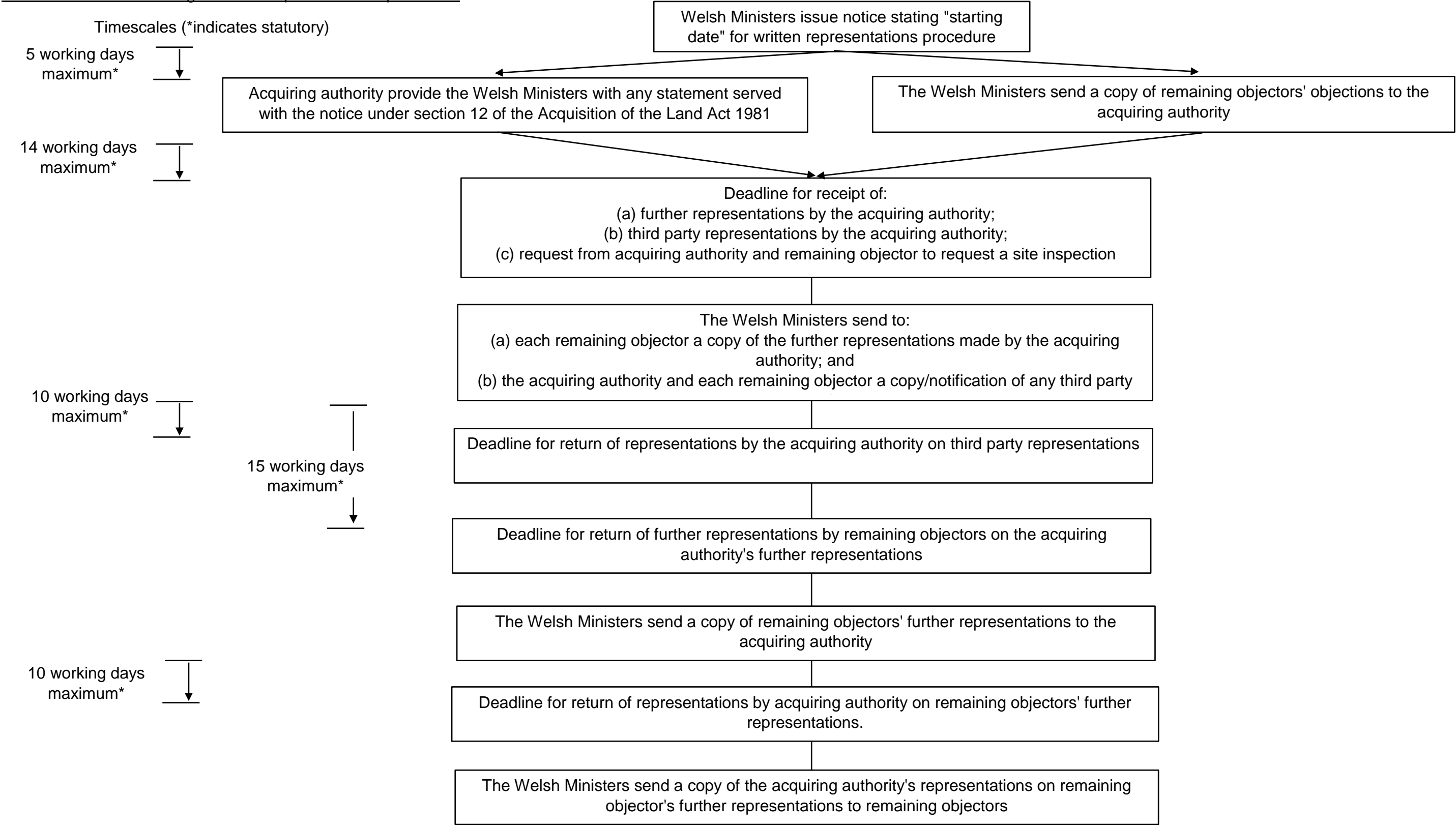
CPO Preliminary Stage



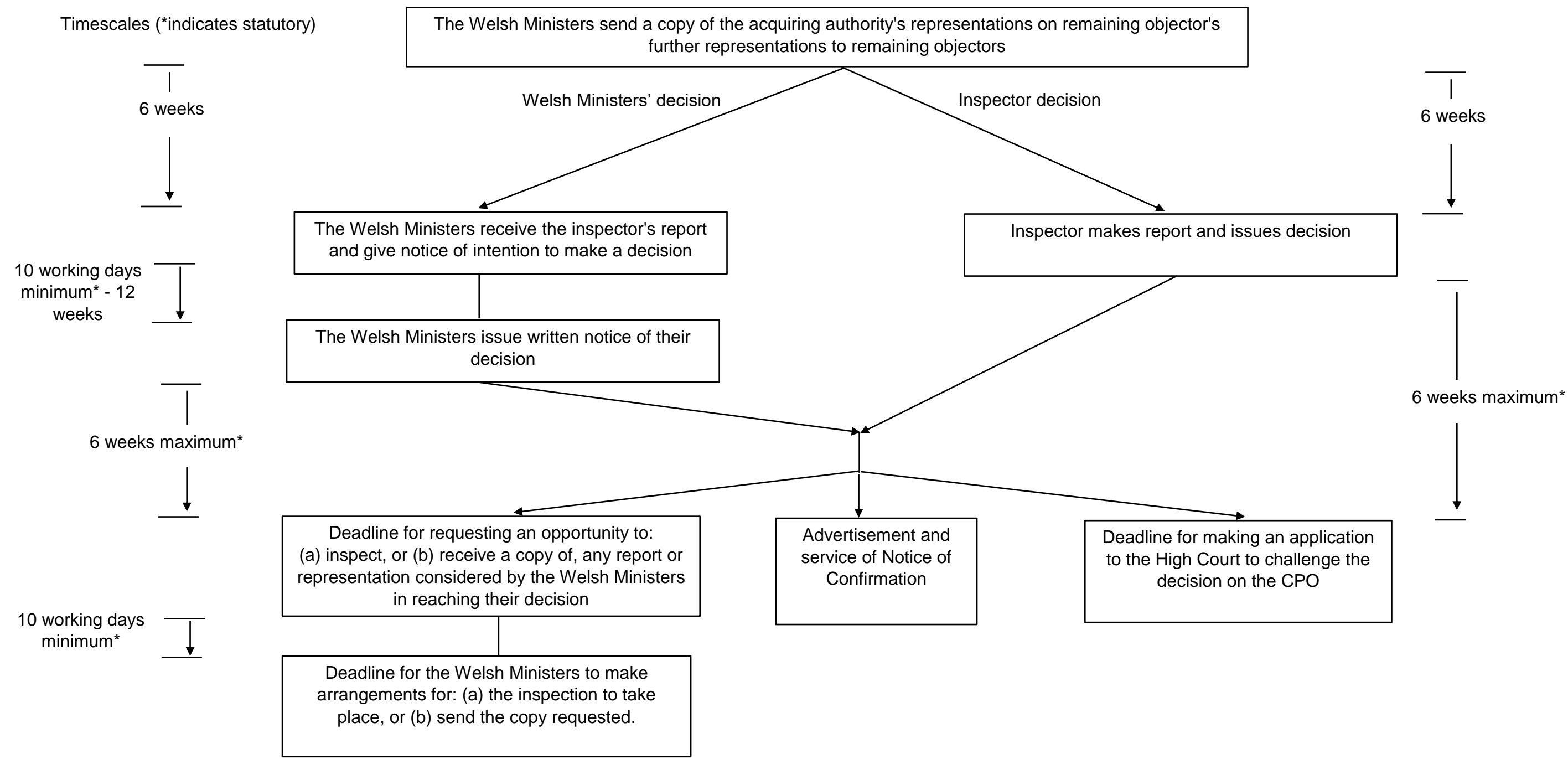
Submission of CPO Stage



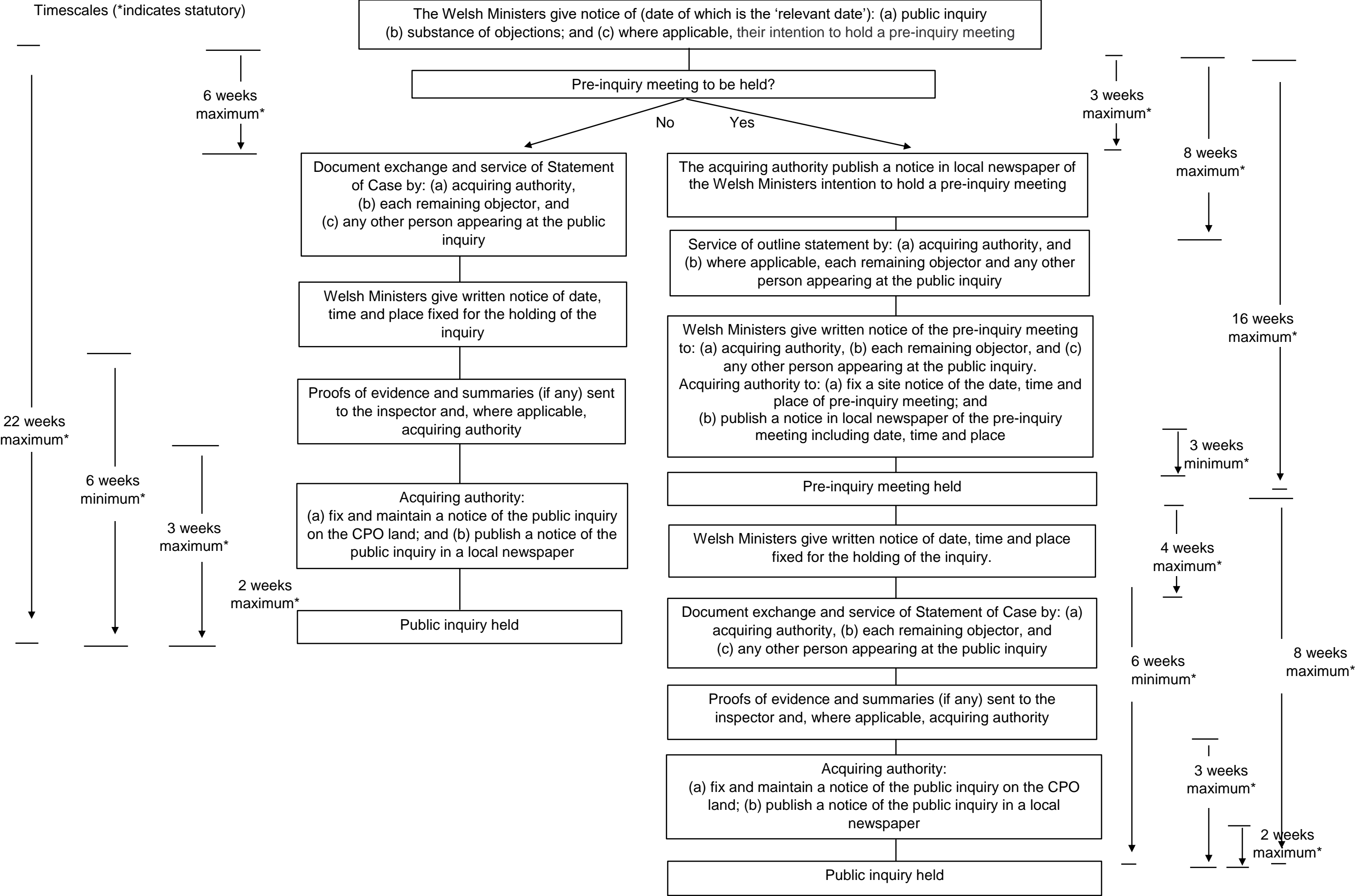
Consideration of CPO stage: Written representations procedure



Consideration of CPO stage: Written representations procedure (cont.)

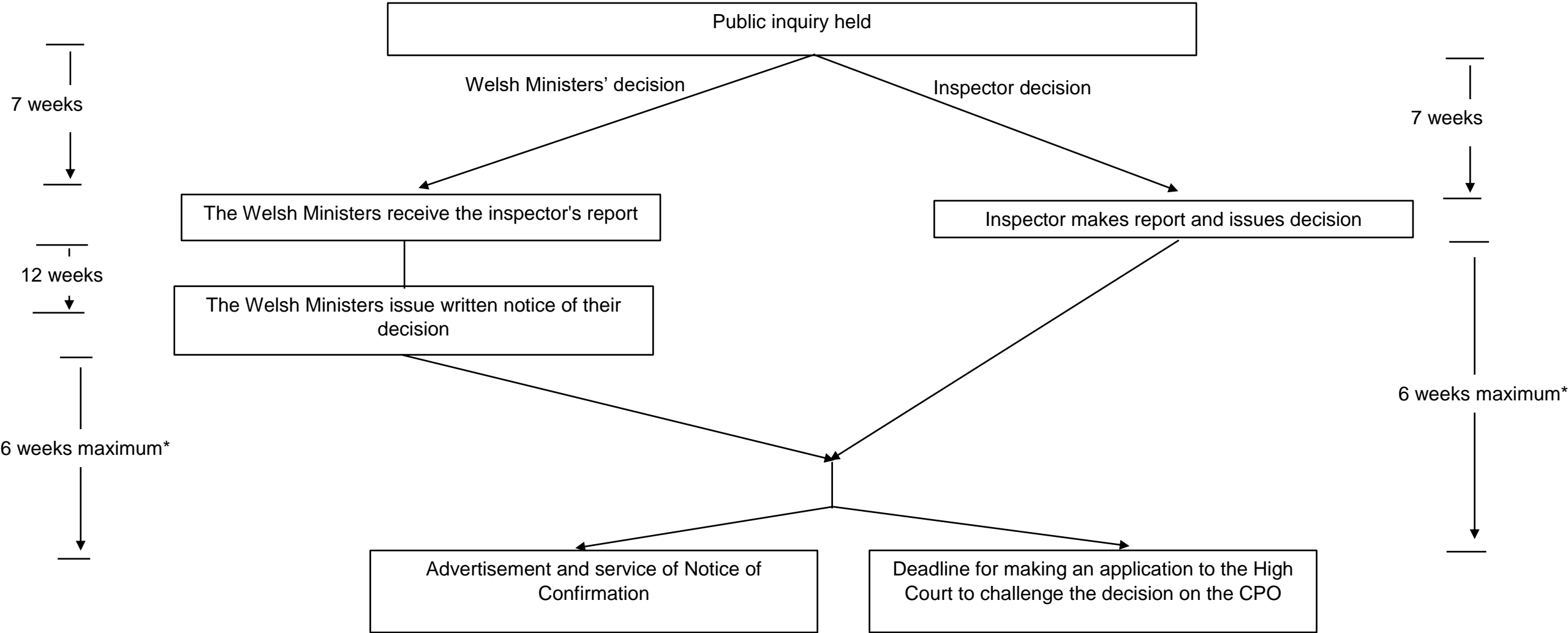


Consideration of CPO stage: Public inquiries procedure



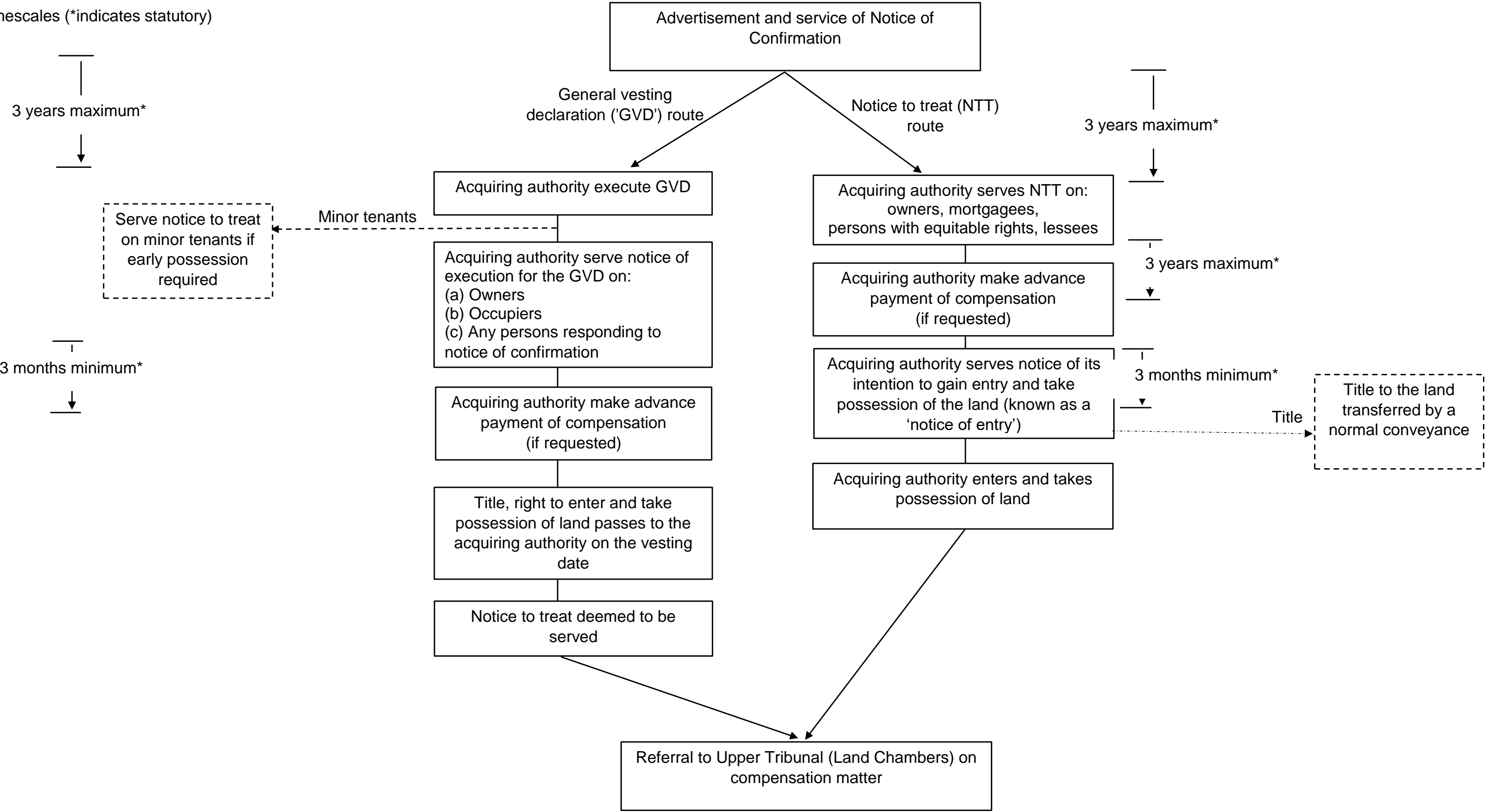
Consideration of CPO stage: Public inquiries procedure (cont.)

Timescales (*indicates statutory)



Vesting and Taking Possession CPO Stage

Timescales (*indicates statutory)



Appendix 25 - CPO Activity Schedule Checklist (non-Ministerial CPO)

Stage	CPO Activity		Summary of Activity
1	<u>Pre CPO - Strategic Concept</u>		
1.1	Carry out sift of possible sites		
	1.1.1	Review – Economic, environmental, social (sustainability factors) associated with sites	
	1.1.2	Review and consult the respective local communities	
	1.1.3	Review - Planning (incl. spatial), technology, financial, legal (decisions on whether to proceed factors)	
	1.1.4	Review - Stakeholders- e.g. Cadw (i.e. listed buildings), Natural Resources Wales (NRW) (i.e. environmental issues), Sport Wales (i.e. recreation issues)	
	1.1.5	Review - Human resources and consultants (process and delivery requirements for potential CPO scheme)	
1.2	Consider: Planning policies and proposals.		
	1.2.1	Sustainability inputs (in particular Environmental Impact Assessments)	
		1.2.1.1 Economic sustainability - impacts of/on global market	
		Carry out market analysis	
		Carry out demand study	
		1.2.1.2 Social sustainability - impacts on the immediate local community and wider community (regional/national)	

		1.2.1.3	<p>Environmental sustainability:</p> <ul style="list-style-type: none"> (a) Urban heritage; (b) Rural heritage; (c) Design; (d) Climate factors - flooding, carbon neutral; (e) Agriculture; (f) Topography & land form; (g) Landscape (h) Ecology; (i) Physical factors i.e. noise, air quality, vibration, contamination, discharge of any solid or liquid waste; artificial lighting; (j) Opportunity to undertake a baseline study of physical factors. 	
1.3	Consider: (a) land /interests needs and availability; and (2) technical assessments of land required to set parameters of potential CPO scheme			
1.4	Consider the justification for making a CPO for each site			
1.5	Assess total acquisition requirements and technical costs for each scheme /site			
1.6	Carry out a sustainability appraisal for each site based on a modified cost benefit analysis			
1.7	Identify preferred site for development scheme			
1.8	Assess planning and financial implications of acquisition			
1.9	Consider government assistance e.g. availability of loans or grants			
1.10	<p>Undertake a detailed appraisal of the selected site based on 1.1 – 1.6 including a survey or valuation of proposed site ahead of acquiring the land by agreement or through compulsory purchase:</p> <ul style="list-style-type: none"> (a) give owner(s) or occupier(s) of land at least 14 days' notice before the first day on which the authority intends to enter the land; (b) if the land is held by a statutory undertaker, and the undertaker objects to the proposed entry and survey or valuation on the basis it would be seriously detrimental to the carrying on its undertaking, written authorisation from the appropriate Minister is required 			
1.11	Review availability of resources			
1.12	Give initial consideration to terms of disposal and method of selecting a developer			

1.13	Hold discussions with developers, statutory undertakers, highway and water authorities	
1.14	Consider applying for outlined planning permission and any other required approvals	
1.15	Start to prepare development brief	
1.16	Choose / confirm preferred development partner (if required)	
	1.16.1 Agree joint venture terms (if required)	
1.17	Decide to commence acquisitions and prepare acquisition strategy, undertake pre-scheme negotiations	
1.18	Resource implications of the proposed scheme including securing approval of funding for CPO	
1.19	Council/Board approves scheme - deemed CPO approval in principle	
2	<u>CPO Preliminary Stage</u>	
2.1	Acquiring authority approval in principle (report to Cabinet/Board): (a) To make a CPO (conditional); (b) Approve funding; (c) Joint venture in principle (if required)	
2.2	Appoint CPO claim negotiators if required	
2.3	Commence acquisition negotiations	
2.4	Consider prior negotiating rights	
2.5	Prepare draft list of owners and occupiers, if reasonable inquiries fail, obtain authority to dispense with individual service or consider utilising statutory power for requisitions for information	
2.6	Land acquisition steering group appointed	
2.7	Negotiations with key occupiers	
2.8	Negotiate acquisition of all interests	
2.9	Terms agreed to proceed with completion	
2.10	Terms unlikely to be agreed – prepare for CPO	
2.11	Prepare map to accompany CPO	
2.12	Inform Local Land Charges Register of resolution to make CPO so it may be disclosed on local searches	

2.13	Confirm all planning permissions required - notify planning authorities that sustainability assessments have been made	
2.14	If planning applied for or deemed - owners notified	
2.15	Approval to develop agreement to be sought	
2.16	Check none of the land falls into any special category land	
2.17	Arrangements for special category land e.g. commons, open space, statutory undertaker, National Trust	
2.18	Check whether any building is listed, or list quality, subject to a building preservation notice or within a conservation area.	
2.19	Land referencing exercise	
2.20	Requisitions sent out with an offer to negotiate	
2.21	Requisitions for information	
2.22	Requisitions received / requisitions received	
2.23	Apportion claimants to negotiations.	
2.24	Formulation and implementation of relocation strategy	
2.25	Complete CPO Schedule of owners and occupiers	
2.26	Undertake community consultation exercise	
2.27	Draft CPO Map	
2.28	Draft CPO and consider whether to submit it to Welsh Ministers for a technical pre-check	
2.29	Advice from the Welsh Ministers on technical pre-check of CPO	
2.30	Draft CPO Schedule	
2.31	Draft Statement of Reasons for making the CPO	
2.32	All planning and other permissions required obtained - reasonable prospect scheme will proceed.	
2.33	Approval to joint venture (if required)	
2.34	Partnership agreement signed	
2.35	Prepare multiple copies of CPO Maps	

2.36	Submission to Council/Board to approve: (a) Make & seal CPO; (b) Finance for CPO; (c) Joint venture (if required)	
2.37	Council/board give approval to make and seal CPO and joint venture approval (if required)	
2.38	Make and seal CPO	
2.39	Seal two CPO Maps	
3	<u>CPO Submission (including Decision Where No Objections Remain) Stage</u>	
3.1	CPO made	
3.2	Register CPO as a Local Land Charge	
3.3	Arrange for public copies of CPO and CPO Map (to be on deposit for at least 21 days in some place in the locality and considering placing further copies in other places open to the public)	
3.4	Prepare all certificates in respect of special categories of land	
3.5	Prepare and submit all notices for owners/occupiers/local authorities/lessees etc.	NOTICES
3.6	Submission to the Welsh Ministers	SUBMISSION
3.7	Prepare and submit all press notices.	
3.8	Publication (at least one local newspaper for two successive weeks)	ADVERTISEMENT
3.9	Closing date for objections (allow a minimum of 21 days for submission of objections)	OBJECTIONS
3.10	Negotiate with all land owners and occupiers	

3.11	<p><i>Where all objections negotiated away i.e. no objections remain</i></p> <p>Welsh Ministers may either-</p> <p>(a) make their decision and confirm the CPO, or</p> <p>(b) give notice the acquiring authority may make the decision and confirm the CPO providing:</p> <p>(i) the CPO land does not form part of land which has been acquired by statutory undertakers for the purposes of their undertaking; or</p> <p>(ii) the CPO land does not form part of a common, open space or fuel or field garden allotment for the purposes of section 19 of the Acquisition of Land Act 1981;</p> <p>(iii) the notice requirements have been complied with;</p> <p>(iv) no objection has been made in relation to the proposed confirmation or that all objections have been withdrawn; and</p> <p>(v) the CPO is capable of being confirmed without modification</p>	
	<i>Where no objections remain and the CPO decision is delegated to an acquiring authority to make</i>	
3.12	Notify the Welsh Ministers as soon as reasonably practicable after the Council/Board has determined whether or not to confirm its own CPO	
3.13	<p>Where the Council/Board confirms its own CPO, prepare and serve on each person who was served a notice under section 12 of the Acquisition of Land Act 1981:</p> <p>(a) a Confirmation Notice i.e. Form 11 in the Compulsory Purchase of Land (Prescribed Forms) (National Assembly for Wales) Regulations 2004 ("2004 Regulations") (if following the General Vesting Declaration procedure, and before Notice to Treat, include: (i) a Statement of Effect of Parts 2 and 3 of the Compulsory Purchase (Vesting Declarations) Act 1981 in the Confirmation Notice i.e. Part 1 of Form 9A in the 2004 Regulations, and (ii) a form for the giving of information i.e. Part 2 of Form 9A in the 2004 Regulations),</p> <p>(b) a copy of the CPO as confirmed</p>	CONFIRMATION BY ACQUIRING AUTHORITY
3.14	<p>Where the Council/Board confirms its own CPO, it must affix a Confirmation Notice to a conspicuous object or objects on or near the land comprised in the CPO which must:</p> <p>(a) be addressed to persons occupying or having an interest in the land;</p> <p>(b) be kept in place until the expiry of a period of six weeks beginning with the date when the order becomes operative (i.e. the date on which the confirmation notice is first published)</p>	

3.15	Where the Council/Board confirms its own CPO, prepare and publish a Confirmation Notice in one or more local newspapers circulating in the locality in which the land comprised in the CPO is situated.	
3.16	Where the Council/Board confirms its own CPO, comply with 3.14 and 3.16 within 6 weeks of the day on which the CPO is confirmed, or any longer period agreed with the Welsh Ministers	
3.17	Where the Council/Board confirms its own CPO, place a copy of the CPO and CPO Map on deposit for at least 21 days	
3.18	Where the Council/Board confirms its own CPO, send the Confirmation Notice to the Chief Land Registrar for it to be registered as a Local Land Charge	
3.19	Where the Council/Board confirms its own CPO, go to Stage 5.8 below	
	<i>Where objections to the CPO remain</i>	
3.20	Inspector appointed	
3.21	The Welsh Ministers issue consent form to remaining objectors to use written representation procedure	
3.22	Deadline for remaining objectors to return consent form, if consent form: (a) is returned by at least one remaining objector, a public inquiry will be held, or (b) if not returned by all remaining objectors, written representation procedure will be followed	
3.23	Re-confirm planning status of the land and whether there is a likely prospect that the scheme underlying the CPO will proceed (deliverability)	
4a	<u>Written Representations Stage</u>	WRITTEN REPRESENTATIONS
4a.1	If no consent form is returned (see 3.22 above), the Welsh Ministers will issue a notice containing a start date for the written representations procedure	
4a.2	Provide the Welsh Ministers with any statements served with notice under section 12 of the Acquisition of Land Act 1981.	
4a.3	The Welsh Ministers to provide a copy of remaining objectors' objections for comment	

4a.4	Provide the Welsh Ministers with further representations on remaining objectors' objections	PREPARE EVIDENCE
4a.5	The Welsh Ministers to provide a copy of any third party representations for comment	
4a.6	Request the inspector undertakes a site visit (optional) (remaining objectors may also make a request)	
4a.7	Remaining objectors to make further representations on acquiring authority's further representations	
4a.8	Provide the Welsh Ministers with representations on third party representations	PREPARE EVIDENCE
4a.9	Welsh Ministers to provide a copy of remaining objectors' further representations for comment	
4a.10	Provide Welsh Ministers with representations on remaining objectors' further representations	PREPARE EVIDENCE
4a.11	Site visit undertaken by inspector	
4a.12	<i>Welsh Ministers' Decision</i>	
	4a.12.1 Inspector's report received by the Welsh Ministers	
	<i>Inspector's Decision</i>	
	4a.12.2 Inspector's report prepared by inspector	
4b	<u>Public Inquiry Stage</u>	PUBLIC INQUIRY
4b.1	If consent form returned (see 3.22 above), public inquiry will be held and the Welsh Ministers will issue a notice of public inquiry ("relevant notice"). the date of the Welsh Ministers notice is the "relevant date"	
4b.2	<i>Pre-inquiry: Where Welsh Ministers/Inspector cause one to be held</i>	
	4b.2.1 The Welsh Ministers must give with relevant notice (4b.1) notice of intention to hold pre-inquiry meeting.	
	4b.2.2 Publish a notice in local newspaper of the Welsh Ministers intention to hold a pre-inquiry meeting	
	4b.2.3 Prepare and serve outline statement on each remaining objector and the Welsh Ministers	
	4b.2.4 The Welsh Ministers to give notice of pre-inquiry meeting	

	4b.2.5	Fix a site notice of the date, time and place of pre-inquiry meeting; and publish a notice in local newspaper of the pre-inquiry meeting including date, time and place	
4b.3		Pre-inquiry meeting held	
		<i>No pre-inquiry/post pre-inquiry meeting</i>	
4b.4		First draft of Statement of Case	PREPARE EVIDENCE
4b.5		Serve Statement of Case on the Welsh Ministers and each remaining objector	
4b.6		Provide access to statements and documents: If every document, or the relevant part of every document, intended to refer to or put in evidence at the inquiry has not been copied to each remaining objector, serve on each remaining objector a notice naming each place where a copy of the documents may be inspected free of charge	
4b.7		The Welsh Ministers to supply a copy of Statement of Case to interested persons	
4b.8		Provide access to statements and documents for inspection by any interested person	
4b.9		Receive objectors' Statement of Case	
4b.10		Prepare counter submissions.	PREPARE EVIDENCE
4b.11		The Welsh Ministers give written notice of public inquiry - date, time and place.	
4b.12		Prepare notices of the public inquiry which must contain a statement indicating: (i) the date, time and place of the public inquiry, (ii) the powers under which the CPO has been made; and (iii) a description of the land sufficient to identify its approximate location without reference to the map referred to in the CPO	
4b.13		<i>Public notice of public inquiry</i>	NOTICE
	4b.13.1	Fix and maintains notice of the public inquiry: (a) in a conspicuous place in proximity to the CPO land; and (b) at least one place where public notices are usually posted	
	4b.13.2	Publish notice of the public inquiry in a local newspaper	

	4b.13.3	Where the name or address of any owner, lessee, tenant or occupier of the land on whom notice is to be served cannot be ascertained after reasonable inquiry serve notice of the public inquiry by addressing it to them by the description of “owner”, “lessee”, “tenant” or “occupier” of the land (describing it) and by delivering it to some person on the land or if there is no person on the land to whom it may be delivered, leaving it or a copy of it on or near the land	
4b.14	Continue to negotiate away objections		
4b.15	Set-up alternative dispute resolution technique procedures		
4b.16	Continue to acquire by agreement (depending on progress at public inquiry).		
4b.17	Inspector undertakes accompanied site visit (during or after the public inquiry closes)		
4b.18	Public inquiry closes		
	<i>The Welsh Ministers' Decision</i>		
4b.19	4b.19.1	Inspectors report received by the Welsh Ministers.	
	<i>Inspector's Decision</i>		
	4b.19.3	Inspector's Report prepared by inspector	
5	<u>Decision Stage</u>		
5.1	<i>Certification: CPO Involving Special Categories of Land</i> Additional certification by the Welsh Ministers is required before the CPO can be confirmed and becomes operative		CERTIFICATION
	5.1.1	Statutory Undertakers' Land: Certification required from the Welsh Ministers so the land can be included in the CPO	
	5.1.2	Commons, Open Spaces etc: Certification required from the Welsh Ministers so the CPO avoids additional scrutiny through special Senedd procedure	
	5.1.3	Where the Welsh Ministers propose to give a certificate under stage 5.1, prepare notice of the Welsh Ministers intention to issue certificate	
	5.1.4	The Welsh Ministers may, after considering any representations and objections made and, if a public inquiry has been held, give the certificate	

	5.1.5	As soon as may be after the giving of a certificate, publish in one or more local newspapers circulating in the locality in which the CPO land is situated a notice (Form 12 in Compulsory Purchase of Land (Prescribed Forms) (National Assembly for Wales) Regulations 2004) stating that the certificate has been given	
	5.1.6	A certificate becomes operative on the date on which notice of the giving of the certificate (Form 12) is first published in the newspaper	
5.2	<i>Issuing of Decision</i> The Welsh Ministers/Inspector issue decision to confirm/modify/refuse CPO		DECISION BY WELSH MINISTERS OR INSPECTOR
	<i>Confirmed CPO</i>		
5.3	Prepare and serve on each person who was served a notice under section 12 of the Acquisition of Land Act 1981: (a) a Confirmation Notice i.e. Form 10 in the Compulsory Purchase of Land (Prescribed Forms) (National Assembly for Wales) Regulations 2004 ("2004 Regulations") (if following the General Vesting Declaration procedure, and before Notice to Treat, include: (a) a Statement of Effect of Parts 2 and 3 of the Compulsory Purchase (Vesting Declarations) Act 1981 in the confirmation notice i.e. Part 1 of Form 9A in the 2004 Regulations, and (b) a form for the giving of information i.e. Part 2 of Form 9A in the 2004 Regulations), and (b) a copy of the CPO as confirmed		
5.4	Fix a Confirmation Notice to a conspicuous object or objects on or near the land comprised in the CPO which must: (a) be addressed to persons occupying or having an interest in the land; (b) be kept in place until the expiry of a period of six weeks beginning with the date when the order becomes operative* (i.e. the date on which the Confirmation Notice is first published) [Unless a CPO involves certain special categories of land and is subject to special Senedd procedure/special parliamentary procedure ⁷]		

⁷ In the case of the compulsory purchase of National Trust land, the CPO will be subject to both special Senedd procedure/special parliamentary procedure

5.5	Prepare and publish a Confirmation Notice in one or more local newspapers circulating in the locality in which the land comprised in the CPO is situated		
5.6	Comply with stages 5.3, 5.4 and 5.5 within 6 weeks of the day on which the CPO is confirmed, or any longer period agreed with the Welsh Ministers		
5.7	Place a copy of the CPO and CPO Map on deposit for at least 21 days		
5.8	Send the Confirmation Notice to the Chief Land Registrar for registration as a Local Land Charge		
6.0	<u>Once CPO Operative (i.e. Confirmation Notice Published)</u>		
	6.0.1	Disposal of site to preferred development partner (where applicable)	
	6.0.2	Objections to the decision: Judicial Review?	OBJECTIONS
	6.0.3	Preferred development partner reimburse compensation payment	
	6.0.4	Judicial Review decision confirmation	
	6.0.5	Preferred development partner reimburse costs for undertaking the CPO	
	6.0.6	Final adjustment of joint venture accounts - reconciliation	
6.1	<i>Taking possession/entry - Notice to Treat Route</i>		
	6.1.1	<p>Give Notice to Treat (NTT) to all persons interested in, or having power to sell and convey or release, the land: NTT must:</p> <ul style="list-style-type: none"> · describe the land to which it relates, · demand particulars of the interest in the land, · demand particulars of the compensation claim of the recipient, and · state the Council/Board is willing to treat for the purchase of the land and for compensation for any damage caused by the execution of the works <p>(Possession cannot be taken until the 'notice of entry' has been served and the minimum period specified in the notice has expired; title to the land is transferred by a normal conveyance)</p>	
	6.1.2	NTT may not be served after the end of the period of three years beginning with the date on which the CPO becomes operative (i.e. date of Confirmation Notice)	

	6.1.3	Possession for entry ("Notice of Entry"): Serve notice of intention to gain entry and take possession of the land via Notice of Entry	
	6.1.4	Notice of entry to specify the period after which the Council/Board may enter on and take possession of the land (period will be not less than 3 months beginning with the date of service of the Notice of Entry)	
	6.1.5	Stage 6.1.1 (serving of NTT) can be done at the same time as stage 6.1.3 (serving the Notice of Entry), a Notice of Entry cannot be served after a NTT has ceased to be effective	
	6.1.6	<i>Newly identified persons i.e. an owner, lessee or occupier</i> Where a Notice of Entry has been served but entry on and possession of land has not taken place, entry on and taking possession of land may not happen unless a NTT and notice of entry is served on the newly identified person	
	6.1.7	<i>Counter-notice requiring possession to be taken on specified date</i> Occupiers with an interest in land who have been served notice to entry may serve a Counter-Notice on the Council/Board requiring it to take possession of the land by no later than a date specified in the Counter-Notice, the date in Counter-Notice must: (a) not be earlier than the date specified in the Notice of Entry; and (b) be at least 28 days after the day on which the Counter-Notice is served.	
6.2	<i>Taking possession /entry: General Vesting Declaration route</i>		
	6.2.1	A General Vesting Declaration (GVD) (Form 1 in the Compulsory Purchase of Land (Vesting Declarations) (Wales) Regulations 2017) may be executed to vest in the Council/Board the right to enter, take possession, and title of the CPO land from the end of a period, being not less than 3 months, from the date on which the service of notices specifying the land and stating the effect of the declaration (Form 2 in the Compulsory Purchase of Land (Vesting Declarations) (Wales) Regulations 2017) is completed.	

	6.2.2	A GVD may not be executed after the end of the period of three years beginning with the day on which the CPO becomes operative or where a NTT has been served.	
	6.2.3	<p>After executing the GVD, serve the notice specifying the land and stating the effect of the declaration (i.e. Form 2 in the Compulsory Purchase of Land (Vesting Declarations) (Wales) Regulations 2017) on:</p> <p>(a) every occupier of any part of the land specified in the declaration (other than land in which there subsists a minor tenancy or a long tenancy which is about to expire), and</p> <p>(b) any other person who has given information in response to the notice of intention (i.e. confirmation notice under section 15 of, or paragraph 6 of Schedule 1 to, the Acquisition of Land Act 1981 Act).</p> <p>(On the vesting date NTT is deemed to have been served).</p>	
	6.2.4	<p><i>Counter-Notice Requiring Purchase of Additional Land Under General Vesting Declaration</i></p> <p>Where GVD has been executed in respect of part only of a house, building or factory, the owner of the house, building or factory may serve a Counter-Notice requiring the purchase of the whole of the owner's interest.</p> <p>A Counter-Notice be served before the end of the period of 28 days beginning with the day the owner first had knowledge of the GVD</p>	
6.3	<i>Minor tenancies and long tenancies which are about to expire</i>		
	6.3.1	<p>The vesting of any superior title in land will be subject to minor tenancies or long tenancies which are about to expire until they expire or are determined by notice to quit. Therefore, a GVD will not be effective as the right of entry, and thus the obligation to pay compensation, does not apply. If early possession is required serve a notice to treat and notice of entry i.e.</p> <ul style="list-style-type: none"> after serving a NTT in respect of that tenancy, the acquiring authority can serve on every occupier of the land in which the tenancy subsists a notice stating that, at the end of a period of at least 3 months from the date on which the notice is served, they intend to enter upon and take possession of such land as is specified in the notice, and that period has expired. 	

	6.3.2	NTT may be served on any tenant, whatever the length of the term, although it need not be served on any tenant who has an interest no greater than a year or from a year to year as special compensation provisions apply.	
6.4	Enter land		POSSESSION
6.5	Negotiate for compensation with land owners and other interested parties		NEGOTIATE COMPENSATION
6.6	Make advance compensation payment (where applicable)		
6.7	Implement alternative dispute resolution technique procedure		ALTERNATIVE DISPUTE RESOLUTION
6.8	Dispute on compensation referred to Upper Tribunal (Lands Chamber)		UPPER TRIBUNAL (LANDS CHAMBER)

Appendix 26 - CPO Objector Tracker Schedule

1. Remaining Objectors' Objections to the Compulsory Purchase Order									
Objector No	Plot No	Date Received	Name	Name of Agent and address	Objection No.	Objection	Acquiring Authority's Response to Objection	Notes	State of Negotiations and Date of Last Update
<i>Eg.1</i>	<i>1</i>	<i>01.01.2020</i>	<i>ABC Limited</i>	<i>Land Agent, 1 Hilltop Cwm County Abervally AB1 2CD</i>	<i>1</i>	<i>The CPO is unlawful as it would interfere with their property rights in contravention of the Human Rights Act 1998</i>	<i>It is considered compulsory purchase action will not constitute an unlawful interference with individual rights as: (a) the CPO is made in accordance with the provisions of national legislation; (b) the CPO is necessary in the public interest; (c) the opportunity has been given through the</i>	<i>Negotiations have been successful at addressing this objection.</i>	<i>Negotiations have been completed and objection has been withdrawn (01.04.2020)</i>

							<p><i>development plan process of the Local Planning Authority to make representations on the planning policies which support the development and, through the planning application process, to make representations on the specific development proposals;</i></p> <p><i>(d) the opportunity will be available to make further representations and appear and have a fair hearing of those</i></p>		
--	--	--	--	--	--	--	---	--	--

