



Notice is hereby given that an **EXTRAORDINARY MEETING** of the **COUNCIL OF THE BOROUGH OF GOSPORT** will be held in the **TOWN HALL, GOSPORT** on **MONDAY the THIRD DAY OF OCTOBER 2011 AT 5.30PM AND ALL MEMBERS OF THE COUNCIL ARE HEREBY SUMMONED TO ATTEND TO CONSIDER AND RESOLVE THE FOLLOWING BUSINESS –**

1. To receive apologies from Members for their inability to attend the Meeting.
2. To consider any Mayor's Communications.
3. To receive Deputations in accordance with Standing Order No 3.5 and to answer Public Questions pursuant to Standing Order No 3.6, such questions to be answered orally during a time not exceeding 15 minutes.

(NOTE: Standing Order No 3.5 requires that notice of a Deputation should be received by the Borough Solicitor **NOT LATER THAN 12 O'CLOCK NOON ON THURSDAY, 29 SEPTEMBER 2011** and likewise Standing Order No 3.6 requires that notice of a Public Question should be received by the Borough Solicitor **NOT LATER THAN 12 O'CLOCK NOON ON THURSDAY, 29 SEPTEMBER 2011**).

4. Questions (if any) pursuant to Standing Order No 3.4

(NOTE: Members are reminded that Standing Order No 3.4 requires that Notice of Question pursuant to that Standing Order must be received by the Borough Solicitor **NOT LATER THAN 12 O'CLOCK NOON ON FRIDAY, 30 SEPTEMBER 2011**).

5. Regeneration of Rowner – Implementation of Compulsory Purchase Powers - Update Report

To consider the report of the Chief Executive (copy herewith).

**TOWN HALL
GOSPORT**

23 September 2011

FIRE PRECAUTIONS

(To be read from the Chair if members of the public are present)

In the event of the fire alarm being activated, please leave the Council Chamber and Public Gallery immediately. Proceed downstairs by way of the main stairs or as directed by GBC staff, follow any of the emergency exit signs. People with disability or mobility issues please identify yourself to GBC staff who will assist in your evacuation of the building.

MEMBERS ARE REQUESTED TO NOTE THAT:

(1) IF THE COUNCIL WISHES TO CONTINUE ITS BUSINESS BEYOND 9.30PM THEN THE MAYOR MUST MOVE SUCH A PROPOSITION IN ACCORDANCE WITH STANDING ORDER 4.11.18

(2) MOBILE PHONES SHOULD BE SWITCHED OFF FOR THE DURATION OF THE MEETING

AGENDA ITEM NO. 5

Board/Committee:	COUNCIL
Date of Meeting:	3 October 2011
Title:	REGENERATION OF ROWNER - IMPLEMENTATION OF COMPULSORY PURCHASE POWERS – UPDATE REPORT
Author:	CHIEF EXECUTIVE
Status:	FOR DECISION

Purpose

To inform Council of the confirmation of the Gosport Borough Council (Howe Road, Nimrod Drive, Rowner) Compulsory Purchase Order 2010 (the “CPO”) by the Secretary of State of 28 July 2011 with a minor modification. The modification related to the numbering of a garage on the order plan. Details of the confirmation have been sent to all owners and occupiers set out in the CPO and details of the confirmation have also been advertised in the local press and notices attached to lampposts in the area. This report deals with the confirmation of the order, and next steps for the implementation of the order.

Recommendation

That the Council:

Having noted this report and the request from the Rowner Renewal Consortium (the 'Consortium') to proceed with the implementation of the CPO resolves to:

1. execute a general vesting declaration ('GVD') to vest legal title in the Council in respect of the properties which the Consortium wish to acquire (as set out in Appendix 1 and subject to paragraph 2.6) and to transfer these properties to First Wessex in accordance with the terms of the CPO Agreement;
2. serve notices to treat and notices of entry on those tenants with interest of a year or less to secure vacant possession of the premises where the Consortium require vacant possession in accordance with the notice;
3. in conjunction with the Consortium to take all reasonable steps to assist owners and occupiers affected by the Rowner CPO including making advance payments of compensation on receipt of requests from owners and occupiers in accordance with Section 52 of the Land Compensation Act 1961;
4. To authorise officers through the Council's external consultants to take all necessary steps to settle all compensation claims

arising under the CPO;

5. To acquire by negotiation any interest included within the GVD before the vesting date and to appoint First Wessex as the Council's agent to manage such properties
6. To dispose of land at Howe Road identified on Plan 1 on the terms set out in paragraph 2.11 of this report.

1 Background

- 1.1 Following the decision of the Council to make the CPO, the order was made and advertised. Eleven objections were received, four of which were withdrawn before the inquiry and one at the inquiry. The main grounds of objection were that the existing dwellings were capable of refurbishment, that demolition was unnecessary and that the order would be unacceptable interference with the human rights of the existing leaseholders. There was also an objection from Scottish and Southern Energy. An inspector appointed by the Secretary of State held a public inquiry on 8/9 March 2011 to hear the objections. He recommended to the Secretary of State that the order be confirmed and that he was satisfied there was a compelling case in the public interest for compulsory acquisition. Following the close of the public inquiry, a late objection was submitted from the "Flat owners and Residents of Rowner Village Estate". Included in the documents was a County Court order for the maintenance and repairs of the Rowner Village Estate. The Secretary of State had regard to this late objection but was satisfied that it did not raise any new issues. The Secretary of State having given careful consideration to the inspectors report accepted the inspectors finding of facts and agreed with his conclusions that the compulsory purchase order should be confirmed.
- 1.2 Accordingly the Secretary of State wrote to the Council on 28 July 2011 indicating that he had decided to confirm the compulsory purchase order.
- 1.3 In accordance with the legal procedures, all the owners and occupiers referred to in the CPO have been notified of the confirmation and a notice has been placed in the local press of the confirmation.

2 Report

Implementation of the CPO

- 2.1 Following confirmation and publication of the CPO its powers remain for a period of three years. They are due to expire on 12 August 2014.

- 2.2 Under the terms of an agreement (the CPO Agreement) entered into by the Council and other members of the Consortium on 8 November 2007, it was agreed that if and when the CPO was confirmed, the Consortium could request the Council to exercise its powers contained in the CPO to acquire the order land.
- 2.3 First Wessex, on behalf of the Consortium, have given notice to the Council (Appendix 1) that they wish the Council to exercise its powers under the compulsory purchase order to acquire the land and interests set out in the notice and transfer the land to First Wessex. This includes 32 flats, 22 are owner occupied, and of the remaining 10 properties 7 are tenanted. The terms of the CPO agreement provide for the land to be sold to First Wessex for £1 but for Taylor Wimpey to meet the costs of the compensation payable to the landowners and occupiers. The Council will then be indemnified in respect of the costs incurred in meeting the compensation payments up to the CPO costs cap.

Next Steps

- 2.4 Officers have been working with members of the Consortium to ensure that the implementation of the order takes place in an orderly fashion and that all persons affected are given assistance in finding alternative accommodation either at the Rowner Estate or elsewhere. First Wessex will continue to negotiate and purchase properties until the GVD is made. After this date and before the vesting date the Council will be able to acquire properties by agreement. However these properties will not be transferred to First Wessex until after the vesting and it is therefore proposed to appoint First Wessex to manage these properties as they already manage the rest of the properties in the regeneration area. As there may be completion of acquisition
- 2.5 Information leaflets have been circulated to persons affected and First Wessex have a presence at the Community Centre to provide information as required. As compensation will not be agreed with many owners and occupiers before possession is required the Council can consider making an advance payment of compensation to the owner and occupier upon receipt of a request from them to do so. The Council can pay 90% of its estimate of the compensation payable by way of an advance payment.
- 2.6 Notices will be served on the owners and occupiers affected to acquire the land around 12 October 2011 which is the earliest legal date permitted under the legislation. Where any of the interests in Appendix 1 have been acquired by First Wessex before the date of the GVD then they may be excluded from it. It is likely that vacant possession will be obtained towards the end of November 2011.
- 2.7 Once vacant possession has been obtained and the land transferred

to First Wessex, work will commence on the new neighbourhood centre and additional housing.

Land at Howe Road

- 2.8 The Council agreed to transfer a number of parcels of land to First Wessex and land adjoining Howe Road known as Site D was transferred to First Wessex on 30 March 2010 for the sum of £1.
- 2.9 As part of the regeneration project Howe Road is to be diverted. The Secretary of State has made the necessary order and once it takes effect land under the existing route will in effect revert back to the freehold owner.
- 2.10 The land identified edged red on Appendix 2 1 is still owned by the Council but is needed as part of the Rowner Regeneration project to provide landscaping, footpaths and car parking.
- 2.11 First Wessex has asked the Council to transfer this land to them for £1 as it should have formed part of the original transfer of Site D authorised in 2007. The Council does not need this land in order to discharge any of its functions.
- 2.12 The Council cannot dispose of land at a consideration less than can reasonably be obtained without the consent of the Secretary of State. The Council's Valuer has confirmed that the value of this land is £5000.
- 2.13 The Secretary of State has given a general consent for disposals at an undervalue where the Council considers this will help it to secure the promotion or improvement of the economic, social or environmental well-being of its area. The undervalue must also not exceed £2,000,000. The Council's Valuer has confirmed that the undervalue does not exceed this sum.
- 2.14 The Council has already considered how the regeneration of Rowner will promote and improve well-being in its area and this has been accepted by the Secretary of State when he confirmed the Compulsory Purchase Order on 28 July 2011. The disposal of this land will contribute to the Regeneration Project as set out above. Communities and Local Government have already advised the Council, in respect of the previous transfers to First Wessex at an undervalue, that no further consent under Section 25 of the Local Government Act 1988 is required.

3 RISK ASSESSMENT

- 3.1 The Council agreed a CPO costs cap of just over £15million (Council 8 March 2010). The number of interests to be included within this GVD is significantly less than those used to calculate this costs cap.

- 3.2 The Consortium is to provide a sum of money on account to enable advance payments to be made.

Financial Services comments:	Costs incurred are likely to be well within the agreed cost cap so no financial cost to this Council is anticipated.
Legal Services comments:	Contained in the report
Service Improvement Plan implications:	
Corporate Plan:	
Risk Assessment:	
Background papers:	Reports to Council 3/10/07;8/03/10;14/07/10
Appendices/Enclosures:	
Appendix 1	Letter from First Wessex dated 21 September 2011
Appendix 2	Plan of land at Howe Road
Report author/ Lead Officer:	Linda Edwards

I Lycett
Chief Executive
Gosport Borough Council
Town Hall
Gosport PO12 1EB

Nimrod Community Centre
Nimrod Drive
Gosport PO13 8BE
Rowner Renewal Enquiry Line:
08450 343317
www.rownerrenewal.com

Date: 21 September 2011
Ask for: Hazel Warwick
Direct Dial: 023 9289 6817
Email: hazel.warwick@firstwessex.org

Dear Ian,

CPO Agreement – Rowner Partnership

We refer to the CPO Agreement between Gosport Borough Council (the Council) and the members of the Rowner Development Consortium (RDC) dated 8 November 2007 and in particular Schedule 2, paragraph 3.3 of that Agreement.

Following the confirmation of the CPO on 28 July 2011 and the CPO becoming operative by way of the relevant notices being published on 12 August 2011, the RDC requests that the Council proceed to secure the vesting of Outstanding Interests as the attached schedule in GBC by means of the GVD procedure and/or possession by means of the Notice to Treat/Notice of Entry or other statutory power all as set out in the CPO Agreement and particularly said paragraph 3.3 of Schedule 2.

This request is made giving due regard to the overall timetable for the Development and in particular the requirements for the section known as Phase Two.

The RDC continues to be committed to this unique community regeneration project and in addition to the achieved milestones outlined in our letter dated 3 February 2010 have now successfully

- been granted Reserved Matters consent for phase two of the redevelopment
- commenced construction on the first phase of the redevelopment (initial units have been completed and occupied)
- tendered phase two of the construction works within budget
- continued to undertake a programme of voluntary purchases

However although we will continue to try to purchase properties voluntarily we believe that, in order to continue to deliver this much needed regeneration project, it is now appropriate, given the overall timetable and in particular the requirements for the section known as Phase Two, to proceed with the next stage of the formal Compulsory Purchase process.

We trust that the above information together with the programming and financial analysis that you receive regularly from the RDC is sufficient for you to commence the GVD and associated processes as requested.

Yours sincerely



For and on behalf of the Rowner Development Consortium

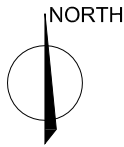
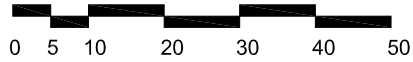
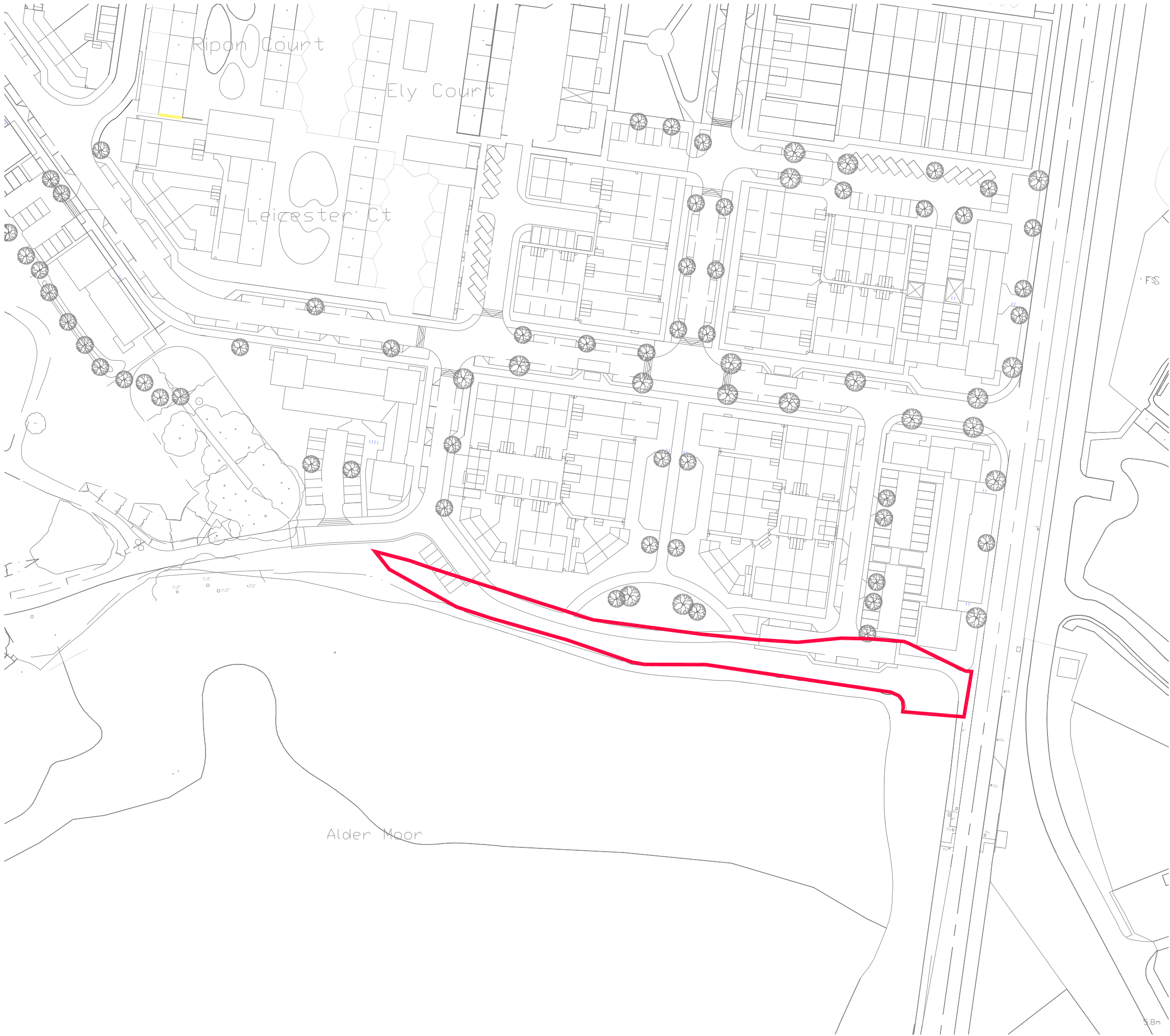
Schedule

Number on Map	Extent, description and situation of the land (2)
13	17130 square metres Walkways, courtyards, vehicular access ways, grass verges, whole width of highways known as Anson Close and Lindbergh Close and part width of highways known as Grange Road and Howe Road Gosport
31	245 square metres Garage Nos. 48 and 49 and parking to the rear of 8 St Edmundsbury Court and part width of highway east of Anson Close Gosport
32	95 square metres Garage Nos. 45, 46 and 47 to the rear of 8 and 9 St Edmundsbury Court Gosport
33	95 square metres Garage Nos. 42, 43 and 44 to the rear of 9 and 10 St Edmundsbury Court Gosport
34	36 square metres Garage No. 41 relating to 12 St Edmundsbury Court to the rear of 10 St Edmundsbury Court Gosport
35	31 square metres Garage No. 40 to the rear of 11 St Edmundsbury Court Gosport
36	324 square metres Parking area to the rear of 12 and 13 St Edmundsbury Court Gosport
37	19 square metres Parking space relating to 1 Ely Court to the rear of 12 and 13 St Edmundsbury Court Gosport
43	303 square metres Garages and parking area east of Liverpool Court Gosport
44	8 square metres Parking area east of Liverpool Court Gosport
50	238 square metres Garage Nos. 9-15 (incl) and parking to the rear of petrol filling station west of Grange Road Gosport
51	32 square metres Garage No. 8 to the rear of petrol filling station west of Grange Road

52	437 square metres Garage Nos. 1-7 and car parking spaces to the rear of 3-7 (incl) Coventry Court and to the rear of the petrol filling station west of Grange Road Gosport
53	11 square metres Grassed area north of garage 1 to the rear of petrol filling station west of Grange Road Gosport
54	830 square metres Grassed area south east of Darwin Way and part width of highway known as Grange Road Gosport
55	50 square metres Car parking spaces to the rear of 2 and 3 Coventry Court Gosport
56	23 square metres Car parking space to the rear of 2 and 3 Coventry Court Gosport
57	143 square metres Car parking space to the rear of 1 and 2 Coventry Court Gosport
65	3255 square metres Residential premises known as 1-77 (incl) Darwin Way Gosport. All interests in this block held by First Wessex on 13 October 2011 are to be excluded.
66	1546 square metres Grassed area and highway known as Darwin Way Gosport
70	13 square metres Garage No. 19 relating to Flat 40 Darwin Way Gosport
72	13 square metres Garage No. 21 relating to Flat 1 Darwin Way Gosport
75	26 square metres Garage Nos. 23 and 24 relating to Flat 36 Darwin Way Gosport
78	13 square metres Garage No. 28 relating to Flat 43 Darwin Way Gosport
80	2069 square metres Car park and garage forecourts west of Grange Road north of highway known as Darwin Way and whole width of highway known as Darwin Way Gosport
82	13 square metres Garage No. 2 relating to Flat 67 Darwin Way Gosport
86	13 square metres Garage No. 8 relating to Flat 53 Livingstone Court Gosport

94	60 square metres Garden area to Flat 1 Raleigh Walk Gosport
95	861 square metres Residential premises known as 1-21 (incl) Raleigh Walk Gosport. All interests in this block held by First Wessex on 13 October 2011 are to be excluded.
98	102 square metres Paved area east of Youth Centre, Nimrod Drive Gosport
126	1406 square metres Residential premises known as 1-79 (incl) Livingstone Court and commercial premises known as The Surgery, Livingstone Court Gosport. All interests in this block held by First Wessex on 13 October 2011 are to be excluded
156	The right for the acquiring authority and its lessees, licensees, successors in title, assigns and those authorised by any of these over approximately 31 square metres of land being the rear party wall to the petrol filling station known as Grange Road Service Station, Grange Road Gosport
	~ a right of entry (without vehicles) to alter, add to, underpin or do work to the boundary wall to the extent necessary at the time that the garages are demolished, to safely remove and re-build the half brick thick facing wall to the rear of the existing garages and to construct a new boundary treatment (the type to be agreed between the parties)
157	The right for the acquiring authority and its lessees, licensees, successors in title, assigns and those authorised by any of these over approximately 28 square metres of land being the rear party wall to the petrol filling station known as Grange Road Service Station, Grange Road Gosport
	~ a right of entry (without vehicles) to alter, add to, underpin or do work to the boundary wall to the extent necessary at the time that the garages are demolished, to safely remove and re-build the half brick thick facing wall to the rear of the existing garages and to construct a new boundary treatment (the type to be agreed between the parties)
Various	All interests in the GVD area held by the following parties on 13 October 2011 are to be excluded:-

	~D41Telecom Securicor Cellular Radio Ltd. The operator is now known as o2.
	~Orange Personal Communications Services Limited. This is the operator now known as Everything Everywhere
	~Hutchison 3G Ltd. This operator is now 3G.
	~ Vodafone Ltd. This operator is still Vodafone
	~Telefonica Uk Ltd.
	~Vodafone Ltd.
	~Everything Everywhere Ltd and Hutchison 3G Uk Ltd (2)
	~Mercury Personal Communications Limited, MPC 92 Limited and USW PCN INC. This is the operator now known as T mobile
	Scottish and Southern Energy PLC



revisions

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Project Job Number 3083
ROWNER RENEWAL

Client
ROWNER RENEWAL PARTNERSHIP

Drawing Title Drawing Size A3
LAND TRANSFER PLOT 12

Drawn	Date 2.9.11	Scale 1:1000@A3	Cadfile
Reviewed by	Drawing No. 3083 LTR 012/2		Rev.