

MUNICIPAL YEAR 2017/2018 REPORT NO.

ACTION TO BE TAKEN UNDER DELEGATED AUTHORITY

PORTFOLIO DECISION OF:

Cabinet Member for Housing & Housing Regeneration

REPORT OF:

Executive Director – Regeneration & Environment

Agenda – Part: 1	KD Num: 4589
Subject: Easement for Access to Dujardin Mews through Gardiner Close Ponders End Enfield EN3	
Wards: All	

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1. EXECUTIVE SUMMARY

- 1.1 Dujardin Mews is the first wholly Council developed project for homes in the Borough since the 1980s - delivering 19 social rented Council homes and 19 affordable shared equity sale properties. The development forms part of the wider Alma Estate Regeneration area and is facilitating the resettlement of the decanted residents from the first block of flats at Kestrel House and adjoining maisonettes
- 1.2 The site had a number of complex issues with access routes, potential overage payment to National Grid (Birch Estates Ltd), drainage requirements and mains utility relocations and connections to clear up in order to enable the completion of the development. All these apart a permanent easement/legal right of way to the new development were resolved.
- 1.3 Dujardin Mews has the benefit of temporary access over Gardiner Close, Robbins Hall by way of a Licence which was granted on 23 December 2014. The right to acquire an easement for permanent pedestrian and vehicular access was included in the London Borough of Enfield (Dujardin Mews Development) Compulsory Purchase Order 2014 following a Cabinet decision. An agreement was reached between the Council and Viridian (now "Optivo") dated 2 March 2015 which provides for the grant of an easement for the same right of access from March 2020 and that payment will be made in accordance with the Compensation Code as if the property has been compulsorily acquired. As a consequence of the Council reaching agreement with Optivo, the rights sought over Gardiner Close via the Compulsory Purchase Order were not pursued. In a transfer dated 26 July 1993, the Council also has rights over Robbins Hall and the Agreement requires the Council to enter into a Deed of Release to extinguish these rights when the Permanent Easement is granted. Terms have now been agreed to pay Optivo Compensation for the grant of the permanent easement and these are set out in this report

2. RECOMMENDATIONS

It is recommended that the Cabinet Member for Housing and Housing Regeneration

- 2.1 approves the CPO compensation payment to Optivo for the Temporary Road, Licence and Permanent Easement on Gardiner Close, in full and final settlement under all heads of claim is approved under the terms as set out in the appendix attached to Part 2 of this report.

3. BACKGROUND

- 3.1 The Council was granted planning permission for redevelopment of the Property in June 2013 (ref: P13-00698LBE; the "Permission") for 38 residential units. This included the construction of a new road over Gardiner Close. A planning condition states that the construction of any access roads, junctions and any other highway alterations associated with the development should be carried out before the development is occupied or the use commences.
- 3.2 As stated above the Dujardin Mews site had a number of complex issues with access routes, legal rights of way, drainage requirements and mains utility relocations and connections to clear up in order to facilitate development.
- 3.3 At the time of going into a JCT Design & Build contract with the main contractor, Durkan Ltd, in 2015 there were still some of these outstanding issues to resolve to complete the development but it was felt that given the urgency of the need to relocate residents to facilitate the Alma Scheme, the build contract should proceed prior to resolution of the permanent easement.
- 3.4 Grant of an easement for a permanent right of way over Gardiner Close owned by Optivo and CPO compensation payment under an Agreement for Deed of Easement dated 2015 between the parties is an issue preventing the sales of houses at Dujardin Mews. The original agreement which the Council entered into in 2015 provides for a permanent easement to be provided by 2020, after Robbins Hall is developed but can be moved forward from this date only by agreement of both parties and with payment of compensation. The Council has negotiated an early grant of this easement.
- 3.5 The Deed of Easement Agreement was agreed in the contract dated 2 March 2015 between Optivo and the Council that a permanent easement

would be granted by Optivo to the Council to provide a permanent right of way over the land that Optivo own at Robins Hall, Gardiner Close. This is to provide access to the new development by the Council at Dujardin Mews. The permanent easement is proposed to be over the existing private road known as Gardiner Close that serves the Robbins Hall estate.

- 3.6 The Council has made an agreement with Optivo (subject to contract and approval) for consideration payable on grant of the permanent easement under all heads of claim in full and final settlement.

4. ALTERNATIVE OPTIONS CONSIDERED

- 4.1 Not to acquire a licence and permanent easement would prevent the sale of leasehold units on Dujardin Mews, and will impact on the Council's ability to decant residents from Alma Estate.
- 4.2 Access via the Falcon Spur Road, adjoining Dujardin Mews, has been considered as an alternative option. This option would require planning consent, and present environmental, transport & highway conflicts between the residential and other users of the access to Dujardin Mews and the Academy and is therefore not being recommended.

5. REASONS FOR RECOMMENDATIONS

- 5.1 The access is required for the new development of Dujardin Mews (the "Property") for residential use. The Permanent Easement needs to be in place in order to dispose of the shared equity units which are proposed for the displaced leaseholders from the Alma Estate. Not acquiring the permanent easement would have serious financial implications to the development of Dujardin Mews due to the planning condition which states that the construction of any access roads, junctions and any other highway alterations associated with the development should be carried out before the development is occupied or the use commences.

6. COMMENTS OF THE DIRECTOR OF FINANCE, RESOURCES AND CUSTOMER SERVICES, AND OTHER DEPARTMENTS

6.1 Financial Implications

- 6.1.1 This cost has been modelled into the Council's 30 year HRA Business Plan and is affordable within the current plan.

6.2 Legal Implications

- 6.2.1 Section 1 of the Localism Act 2011 and Section 111 of the Local Government provide the Council with sufficient powers to enter into the proposed agreement with Optivo set out in this agreement.

- 6.2.2 The 2015 agreement with Optivo as mentioned earlier in this report provided that a permanent right of access to the Dujardin Mews Development would be granted to the Council in April 2020 at the latest but, in the interests of the Council settling leases of the residential properties it has constructed much sooner, it has reached agreement with Optivo for the granting of the permanent easement now.
- 6.2.3 The consideration for the granting of the easement to the Council is based upon the Compensation Code (set out in compulsory purchase legislation) and which was provided for in the 2015 agreement
- 6.2.4 All legal agreements referred to in this report must be in a form approved by the Assistant Director of Legal Services and Governance.

6.3 Property Implications

- 6.3.1 Please see the Part 2 report.

7. KEY RISKS

- 7.1 Not to acquire a licence and permanent easement would prevent the sale of leasehold units on Dujardin Mews, and will impact on the Council's ability to decant residents from Alma Estate.
- 7.2 Resolving third party land interests, which affect construction traffic and land ownership, causes programme delays and/or budgetary pressures.

8. IMPACT ON COUNCIL PRIORITIES

8.1 Fairness for All

- 8.1.1 The Dujardin Mews development contributes to this aim by tackling inequality and access to social housing by providing new council rented and affordable homes.

8.2 Growth and Sustainability

- 8.2.1 Growth and sustainability are central to the proposals for Dujardin Mews. The development will boost growth in terms of increasing the supply of quality residential housing and retail space in the area. Furthermore, the development prioritises environmental sustainability, including improving the energy efficiency of the residential buildings and promoting recycling and sustainable transport.

8.3 Strong Communities

- 8.3.1 The Dujardin Mews will retain existing residents of the Alma estate within the local community. This will help contribute to ongoing stability for the

residents themselves and the wider community by having continuity of local residency.

9. EQUALITY IMPACT IMPLICATIONS

9.1 An Equalities Impact Assessment was undertaken as part of the overarching Alma Regeneration Programme.

9.2 A summary of the outcomes relating to this proposal from the overarching Alma Regeneration Programme EQIA is provided below:

9.3

Programme Protected Characteristic	Scheme Name	Mitigation
<i>Disability</i>	Positive: Access improved	None
<i>Gender</i>	Neutral	None
<i>Age</i>	Neutral	None
<i>Race</i>	Neutral	None
<i>Religion & Belief</i>	Neutral	None
<i>Sexual Orientation</i>	Neutral	None
<i>Gender Reassignment</i>	Neutral	None
<i>Pregnancy & Maternity</i>	Neutral	None
<i>Marriage & Civil Partnership</i>	Neutral	None

10. PERFORMANCE MANAGEMENT IMPLICATIONS

10.1 This report does not recommend a change of service of implementation of new practices and therefore Performance Management Implications are not applicable.

11. HEALTH AND SAFETY IMPLICATIONS

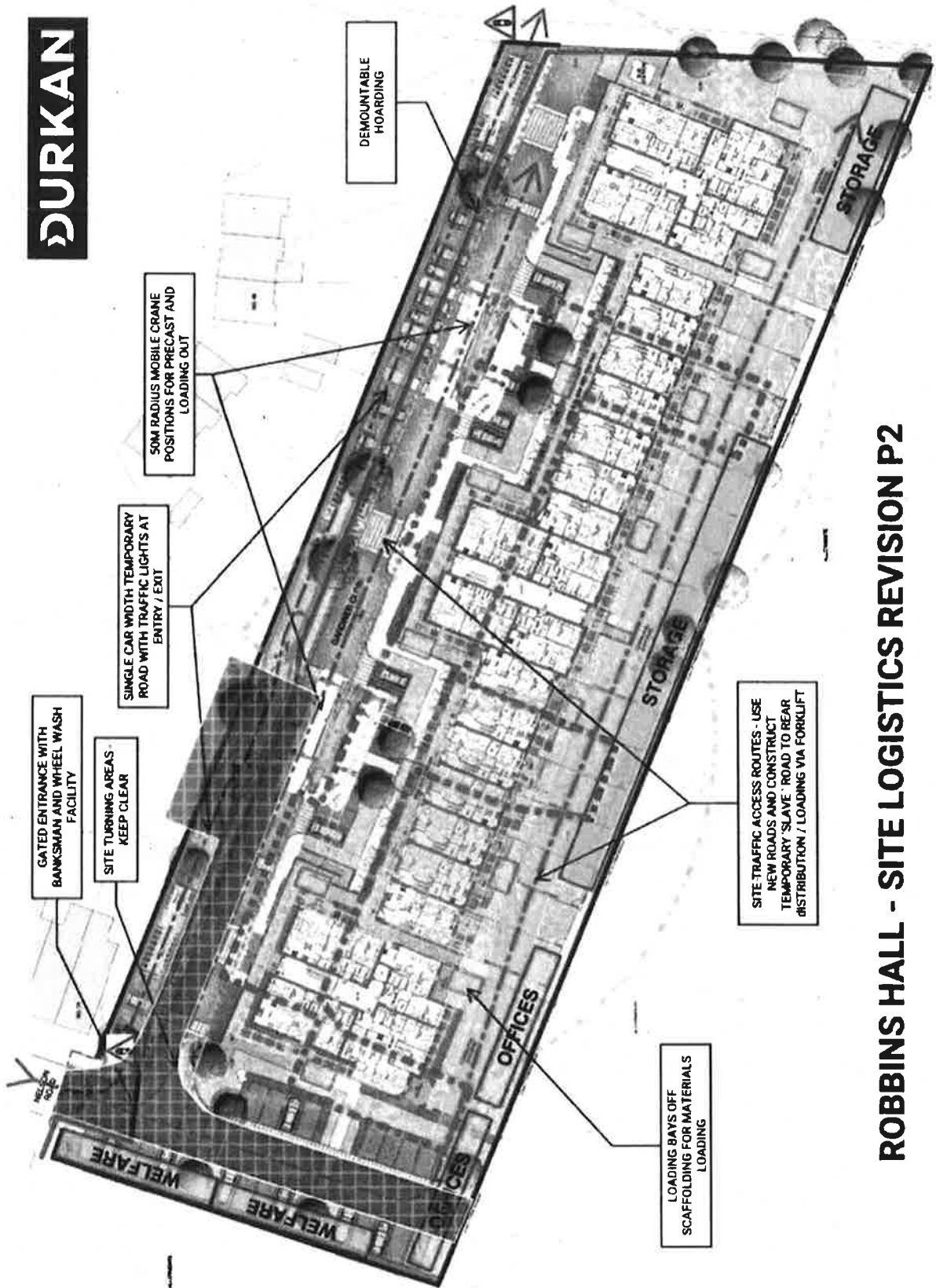
11.1 There are no health and safety implications to consider.

12. PUBLIC HEALTH IMPLICATIONS

12.1 There are no public health implications to consider.

Background Papers

None



ROBBINS HALL - SITE LOGISTICS REVISION P2

