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| New Granville Limited Liability Partnership |
| Summary Proof of Evidence |
| THE LONDON BOROUGH OF BARNET (GRANVILLE ROAD ESTATE) COMPULSORY PURCHASE ORDER 2018 |

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| Reference: AA/RW2.1 |
| Ross Williams  June 2018 |

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# 1. Introduction

**Personal Details**

1.1 My name is Ross Williams. I am the Development Manager for the Granville Road regeneration project and have been in this role for 2 years. I am responsible on behalf of New Granville LLP for the delivery of the regeneration of the Phase 2 Scheme, including managing the Development Agreement and stakeholder and community engagement.

1.2 I hold the following qualifications: BSc. (Hons) Geography and Planning, MSc. Real Estate and Property Management.

1.3 I have 4 years’ experience in delivering regeneration schemes with Sherrygreen Homes Limited and have worked on the delivery of this project along with the delivery of a 517 unit, mixed use scheme in the London Borough of Enfield.

1.4 Sherrygreen Homes are part of the Sherrygreen Group of companies and are undertaking the development management aspect of this project.

**Role in relation to Scheme**

1.5 My responsibility in regard to the Phase 2 Scheme covers:

* Managing the Principal Development Agreement, including the performance of the Developer’s obligations under it.
* Managing and coordinating the wider project team.
* Reporting to the LLP’s Board quarterly on contractual and financial matters.
* Maintaining development risk registers and managing all project risks and issues.
* Managing delivery in line with the scheme’s development programme.

# 2. Scope of Evidence

2.1 In my evidence I will:

I. Describe the structure of the Developer and its arrangements with the Council

II. Describe the experience of the Developer

III. Describe the Scheme and the project phasing

IV. Confirm the Developer’s commitment to delivery

# 3. The Developer

3.1 The Regeneration Project is being and will continue to be delivered by the Council’s development partner, New Granville Limited Liability Partnership, (the Developer).

3.2 New Granville Limited is formed of two partners, Mulalley and One Housing Group. Mulalley is the construction arm subsidiary of Sherrygreen Limited. One Housing Group is a registered provider of affordable housing. Mulalley and One Housing Group have formed a joint venture to deliver this and other regeneration projects in London.

3.3 Both partners have a wealth of experience in delivering similar projects and have the financial credentials to support the expectation of redevelopment within programmed timescales agreed with the Council.

3.4 The member’s agreement was entered into on 19 December 2013. This agreement outlines the structure of the LLP and establishes a process for funding the development.

3.5 New Granville LLP is in a secure position being funded as it is through two large established companies relevant in the development and regeneration sectors, providing an extremely stable and secure financial footing.

3.6 Mulalley and One Housing Group have substantial experience as developers, both individually and as joint development partners.

3.7 In addition to their individual experience the two companies are currently partnering on the New Ladderswood Estate Regeneration, which will deliver 517 new houses and apartments within the Ladderswood estate in the London Borough of Enfield.

# 4. Arrangements between the Developer and the Council

4.1 In 2012, following a competitive tendering exercise, the Council selected Mulalley and One Housing Group as its development partner to undertake the Phase 2 Scheme.

4.2 On 19 December 2013 the Council and Developer entered into a Development Agreement (“the DA”) which sets out arrangements between the Council and Developer in relation to the Phase 2 Scheme (CD21).

4.3 On 18 July 2016, the Council and Developer entered into an agreement pursuant to section 106 of the Town and Country Planning Act 1990 in respect of the scheme.

4.4 Planning permission (the Planning Permission) (CD20) was granted for the Phase 2 Scheme on appeal (the Appeal) on 8 August 2016 following a six-day public inquiry.

4.5 The Council and Developer entered into a CPO Indemnity Agreement (CPOIA) on 5 July 2017. This requires the Developer to indemnify the Council in respect of costs related to the making and promotion of additional Orders.

4.6 The DA contains several overarching pre-conditions, following satisfaction of these pre-conditions, the DA will be deemed unconditional. Several pre-conditions have already been met and the Developer is unaware of any reason as to why this should not be achieved.

4.7 The conditions also require vacant possession of the land to be secured. Whilst the Council and Developer remain committed to assembling the site by acquiring the necessary interests by agreement, the Order is necessary to ensure this condition is met within a reasonable timescale.

4.8 A S278 agreement will be entered into. The Developer is unaware of any reason that the S278 agreement will not be completed and does not believe that it presents any impediment to the delivery of the Phase 2 Scheme.

# 5. Scheme Description

5.1 As explained in the evidence of Jo McCafferty (AA/JM1.1 section 4.1], the Order Land shown on the Order Maps (CD5) is necessary to allow the completion of the Phase 2 Scheme and the associated infrastructure works in accordance with the approved Planning Permission.

5.2 The Planning Permission (CD20) outlines the scheme that permission was granted for.

5.3 As described by Nicola Bird (AA/NB1.1 section 2) the Phase 2 Scheme comprises part of the Council’s wider redevelopment of land and buildings on the Granville Road Estate.

5.4 The Phase 2 Scheme consists of three flat blocks providing 74 units along with 58 houses, as well as a re-configuration of the existing road layout and the provision of 330 parking spaces.

5.5 The Planning Permission (CD20) was granted subject to 42 conditions. Substantial preparation works have been undertaken to discharge these conditions, although currently none have formally been discharged. However, there is no reason why these pre-commencement conditions will not be satisfied at the appropriate time.

5.6 There are therefore no planning impediments to the Phase 2 Scheme’s commencement, and timely delivery.

5.7 The Developer has, to date, undertaken a substantial amount of design work on the scheme, along with several pre-construction surveys.

5.8 Site surveys for diversionary works have been undertaken and negotiations with statutory providers are ongoing.

# 6. The Developer’s Commitment to Delivery

6.1 The Developer is committed to delivering the scheme.

6.2 Under the Development Agreement the Developer is responsible for funding the development. I can confirm that the Developer is able to fund the delivery of the Scheme; that the Developer remains fully committed to doing so and that funding is currently available.

6.3 The Developer has already invested £5.2 million in the scheme.

6.4 The Developer has confirmed that it has recently reviewed its projected returns from the Phase 2 Scheme and that it remains viable.

6.5 The Developer instructed Terraquest, a land referencing company, to prepare a schedule of all the interests in the Order Land in March 2017.

6.6 The Council has been responsible for attempting to acquire the pramsheds required to facilitate the development and delegated responsibility of acquiring the long leasehold interests within Beech Court to the Developer.

6.7 New Granville LLP have worked to assemble the Beech Court interests via off-market transactions and direct negotiation with the individual leaseholders and as a result the Developer has acquired by agreement the 5 leasehold interests within Beech Court.

6.8 These units acquired by the LLP are currently vacant and secured, in preparation for works to commence on site.

6.9 The Developer has undertaken a wide range of activities relating to the sales and marketing of the private housing that will be delivered as part of the Phase 2 Scheme.

6.10 The Developer has calculated the likely project costs together with an appropriate contingency and these costs have been included in the business plans of the Developer’s constituent companies to ensure that there is sufficient finance available to deliver the Scheme.

6.11 There is a very significant commercial and financial incentive for the Developer to complete the Scheme. Consequently, the Developer is committed to the completion of the scheme.

6.12 Application has been made for a Stopping Up Order to enable the construction of the scheme. This relates to certain highways and footpaths within the scheme was publicised on 26 October 2017 and the Developer sees no reason why this should not be granted.

6.13 There will be a need for party wall agreements and the Developer has substantially progressed negotiations regarding these.

# 7. Conclusion

7.1 In my evidence I have:

* Described the structure of the Developer and its arrangements with the Council
* Described the experience of the Developer
* Described the Scheme, project phasing and progress to date
* Confirmed the Developer’s commitment to Delivery

7.2 I can confirm from the Developer's point of view that, other than the completion of land assembly there are no planning, financial or other impediments to the delivery of the Phase 2 Scheme.