

<b>Item No.</b> 24.	<b>Classification:</b> Open	<b>Date:</b> 24 March 2020	<b>Meeting Name:</b> Cabinet
<b>Report title:</b>		Elephant and Castle shopping centre - compulsory purchase order	
<b>Ward:</b>		North Walworth and St George's	
<b>Cabinet Member:</b>		Councillor Johnson Situ, Growth, Development and Planning	

## **FOREWORD - COUNCILLOR JOHNSON SITU CABINET MEMBER FOR GROWTH, DEVELOPMENT AND PLANNING**

This is the second of the trio of reports on the Elephant and Castle Shopping Centre. The Council is committed to ensuring the final and delivered shopping centre scheme is one the local community can be proud of and maintain our promise to support the traders in the coming months through to the completed new centre and the opportunity for them to return.

In line with the 2016 Cabinet decision it is necessary to see this scheme come forward by the developer to ensure all interests are resolved within the centre. The developer has already made considerable progress in acquiring the additional land needed but to avoid the position whereby it is unable to deliver the scheme because it cannot purchase any part of the site as a result of one or more landowners refusing to sell or demanding an unreasonable price to sell. This can be achieved by the Council exercising compulsory purchase powers if necessary and the recommendations in this report enable this to happen. The recommendations do however make it clear the Council will only do so if the developer completes an indemnity agreement that covers in full all costs incurred by the Council in making an order and an fully implementable planning permission.

Exercising compulsory purchase powers is a radical step and many checks and balances exist to ensure they are not used inappropriately hence the report is both long and technical in nature. It sets out why their use is necessary and justified in the circumstances.

## **RECOMMENDATIONS**

That the Cabinet agrees

1. That subject to the prior completion of an indemnity agreement with Elephant & Castle Properties Co. Limited ("EC"), the Council makes and (subject to any necessary confirmation from the Secretary of State) implements a Compulsory Purchase Order ("CPO") under section 226(1)(a) of the Town and Country Planning Act 1990 and section 13 Local Government (Miscellaneous Provisions) Act 1976 (and in accordance with the procedures in the Acquisition of Land Act 1981) in respect of the area edged red on the plan at Appendix A for the acquisition of the land shown coloured pink on the same plan and the creation and acquisition of new rights over the land shown coloured blue on the same plan for the purposes of facilitating the redevelopment, development and improvement of the land edged red on the plan at Appendix A and the adjacent London College of Communication site edged green on the plan at Appendix B

("the LCC Site") to provide a mixed use town centre scheme including residential, retail, offices, education, assembly and leisure, a new station entrance and station box for use as a London Underground operational railway station, access and highway works, public realm and landscaping, car and cycle parking, plant and servicing and associated and ancillary works and structures ("the Scheme").

2. The Director of Regeneration be authorised on behalf of the Council to:
  - 2.1. finalise the terms of and enter into the CPO indemnity agreement with EC to underwrite in full the Council's costs and liabilities associated with the proposed CPO, including suitable financial security for the Council's liabilities, such agreement to contain as a pre-condition to the making of a CPO that the Director of Regeneration has received evidence that the LCC Site is the subject of a contract for sale between its owner the University of Arts, London ("UAL") and Elephant Three Properties Limited ("E3") and that there is a contract in place between EC and UAL for the relocation of the LCC as part of the Scheme, and
  - 2.2. subject to completion of the CPO indemnity agreement referred to in recommendation 2.1:
    - (a) take all necessary steps to secure the making, confirmation and implementation of the CPO, including the publication and service of all notices and the presentation of the Council's case at public inquiry should one be called;
    - (b) acquire for planning purposes all interests in land and new rights within the CPO area as may be necessary to facilitate the Scheme, either by agreement or compulsorily, including entering into negotiations with any third parties for the acquisition of their land interests and/or for new rights over their land (as appropriate), the payment of compensation and dealing with any blight notices served in connection with the CPO;
    - (c) approve agreements with land owners setting out the terms for the withdrawal of objections to the CPO, including where appropriate seeking the exclusion of land or new rights from the CPO or giving undertakings as to the enforcement of the terms of the CPO;
    - (d) make any additions, deletions or amendments to the draft CPO map at Appendix A and/or the related draft ownership schedules of the CPO should the need arise, so as to include all interests in land and rights required to facilitate the construction, maintenance and use of the Scheme;
    - (e) dispose of the land acquired from third parties pursuant to the CPO and/or through private negotiations in accordance with the terms of the CPO indemnity agreement;
    - (f) take all necessary actions in relation to any legal proceedings relating to the CPO, including defending or settling (as appropriate) any compensation claims referred to the Lands Chamber of the Upper Tribunal due to the making or implementation of the CPO, and to take all necessary steps in respect of any other legal proceedings that relate to the making, confirmation or implementation of the CPO;

- (g) appoint and/or retain such external professional advisors and consultants as are necessary to assist the Council in facilitating the Scheme, including in the promotion of the CPO and the settlement of any compensation claims.

## **BACKGROUND**

3. A planning application for a comprehensive redevelopment of Elephant and Castle shopping centre, 26, 28, 30 New Kent Road and arches 6 and 7 Elephant Road, and the LCC site was submitted in autumn 2016. In July 2018, the Planning Committee resolved to grant planning permission subject to the completion of an agreement pursuant to s106 of the Town and Country Planning Act 1990 ("the 1990 Act") and referral to the Mayor for London. Full planning permission was granted on 10 January 2019. The permission was subsequently the subject of an application in the High Court for a Judicial Review and that claim was dismissed by the High Court on 20 December 2019. The judgment in favour of the Council was the subject of an application for leave to appeal which failed in the High Court on all grounds, but which may be pursued in the Court of Appeal. If it is, the outcome may not be known for some time.
4. The Scheme's planning consent essentially comprises two main geographical components: "the East Site", comprising what is currently the Shopping Centre and its immediate surroundings on New Kent Road, Walworth Road and some of the arches under the adjacent railway viaduct and "the West Site", comprising the LCC site and its immediate surroundings. In broad terms, the redevelopment includes:
- new retail (including affordable space) and leisure facilities;
  - 979 new homes (with 35% affordable housing provision by habitable room, including 116 flats at social rent levels),
  - offices
  - a new London Underground Northern Line station box and entrance on the East Site, to replace the current Northern Line station adjacent to the Shopping Centre;
  - a new modern campus building for the LCC on the East Site, to replace its current outdated buildings
  - a pedestrianised route from Elephant Road into the heart of the new development, through some of the railway viaduct arches adjacent to the current Shopping Centre, thereby improving the connectivity of the town centre and its surroundings.
5. The redevelopment of the East Site will require the demolition and removal of the existing Shopping Centre, the adjacent external market area within the grounds of the Shopping Centre and the existing buildings at 30-32 New Kent Road.
6. In conjunction with obtaining planning permission for the Scheme, the developer has obtained listed building consent for the Metropolitan Tabernacle, a Grade II listed building, immediately adjoining one of the buildings on the West site. The buildings on that site (but not the Tabernacle) will be

demolished as part of the Scheme. The listed building consent provides for minor alterations to the northern façade of the Tabernacle to allow for the separation of the two buildings to take place.

#### *Scheme Context & Delivery*

7. The wider context for the development of this key site is set out in the progress report elsewhere on this agenda. The report emphasises that the redevelopment of this site is a long-standing objective necessary to complete the Council's vision for the regeneration of the area. The report also details the substantial progress the Council has made in delivering the vision for the wider site. The Elephant and Castle Shopping Centre is a prominent building within the consented site. The owner has, as is its right, made the decision to close and demolish it. The progress report also explains the package of business relocation and mitigation measures that are being implemented to relocate traders in response to a previous Cabinet decision.
8. As detailed in the progress report, the Scheme will deliver significant economic, environmental and social benefits. EC has requested the Council resolves to make and if necessary implement a CPO so that it can be certain it will have ownership of all the land and rights required to deliver the Scheme. To deliver the public benefits, as well as mitigate the potential for delay between demolition and new construction, it is appropriate for the Council to support the owner and facilitate the delivery of the Scheme.

#### *Purpose of this report*

9. This report is to enable the Cabinet to consider whether it should facilitate and support the delivery of the Scheme through the use of compulsory purchase powers. This report is therefore both long and technical in nature to address all the pertinent information to enable Cabinet to weigh up all the considerations it must in deciding whether to agree to the proposed recommendations.

#### *Compulsory Purchase Powers*

10. Compulsory purchase powers are available to public bodies to enable beneficial schemes to proceed that would not otherwise be possible usually because it is not possible to secure all the necessary land needed at a reasonable price within a reasonable time scale. Compulsory purchase of land involves a serious invasion of the private proprietary rights of citizens. The power to dispossess a citizen of his land against his will is not a power to be exercised lightly and without good and sufficient cause. The use of statutory authority for the destruction of property rights in this way requires to be most carefully scrutinised and must be based on the right legal principles, adequate evidence and proper consideration. A CPO can only be confirmed when it is necessary in the public interest to do so. There must be a clear case to justify depriving an owner of his land in the public interest. Compulsory purchase nevertheless has been and continues to be an important tool in delivering redevelopment projects.
11. Whilst compulsory purchase powers are bestowed only on public bodies it is not unusual for them to be exercised to enable privately promoted schemes to proceed. If the order is confirmed and implemented the public body will receive the land and pay appropriate compensation and then transfer the land to the promoter. In return, it is usual for the promoter to underwrite all the public

body's costs in pursuing the order. As explained later in this report, that will be the case here.

### *The Developer*

12. This report will refer on a number of occasions to "the developer". It is appropriate to set out what is the developer. The Scheme is being promoted by EC, as the freehold owner of the Shopping Centre. It was the applicant for the planning permission. EC is a company registered in the British Virgin Islands. Its English subsidiary company, Elephant & Castle Properties Limited ("EC UK"), owns the long leasehold title in the Shopping Centre and is the immediate landlord of the occupational tenants in the Shopping Centre. That company, too, is promoting the Scheme and is procuring the demolition of the Shopping Centre. Both EC and EC UK are named as "the Developer" for the purposes of the section 106 planning agreement for the Scheme. The proposed regeneration is extremely costly (in excess of £900 million) and contains substantial risks; it also offers significant potential financial rewards. The risk and expenditure profile is such that three parties have come together to form a joint venture limited liability partnership, the "Triangle Partnership", to take forward the Scheme. The three parties are:
  - Dutch pension fund Stichting Depository APG Strategic Real Estate Pool ("APG") has a 39% share in the Partnership and is the largest pension fund manager in the Netherlands.
  - QD UK Holdings Limited Partnership ("QD"), a Scottish limited partnership, has a 22% share in the Partnership. It was set up by Qatari Diar, the sovereign wealth fund of the State of Qatar.
  - DOOR SLP ("Door") has a 39% share in the Partnership. It is a co-investment platform co-founded by Oxford Properties Group and DV4 Limited and it is a separate legal partnership registered in Jersey. All its assets are based in the UK. The Oxford Properties Group is the global real estate arm of the Ontario Municipal Employees Retirement System and based in Toronto, Canada. DV4 is a real estate investment vehicle based in the British Virgin Islands.
13. It is not at all unusual for major developments in London and indeed in Southwark to be financed by way of overseas investment. By way of example of other schemes they are involved in, the Triangle joint venture partners purchased the former 2012 London Olympic Athletes Village and have transformed the 75 acre estate into East Village, a new London neighbourhood. Through another group company they also own Elephant 1 (50 New Kent Road), close to the Shopping Centre, which has been developed in recent years. The Triangle Partnership are the investors in EC and its group companies and EC is controlled by the Triangle Partnership.
14. Delancey has been closely associated with the Scheme but it is not the developer. It has been and continues to be the developer's advisor on development matters.

### **KEY ISSUES FOR CONSIDERATION**

15. As noted, planning permission has been granted for the Scheme that will totally transform the Elephant and Castle area of the Borough (although that

permission is currently the subject of legal proceedings). The implementation and delivery of this Scheme will be the culmination of a Council vision for the area going back over twenty years.

16. The delivery of the Scheme can only be achieved by exercising compulsory purchase powers and entering into leasehold arrangements that will override third party rights over the development land but the beneficiaries of those rights will have the right to statutory compensation, as will any party whose land is subject to compulsory purchase or the creation of new rights. These measures are required to enable the Scheme to secure the enormous funding that is required for it to be delivered.
17. In deciding whether to support the Scheme by agreeing the report's recommendations Cabinet needs not only to weigh the considerable benefits of the Scheme against any adverse effects, in accordance with the law and policy summarised in this report but to also consider what may become of this very prominent and key part of the Borough if the Scheme is not supported. In this respect, Cabinet needs to contemplate the future realistic prospect of a better scheme emerging, promoted and funded by a developer of the calibre of the present one.

#### *Site Context and History*

18. Walworth is a long-standing London district with a proud history; its focus has traditionally been Walworth Road that links Camberwell Road with the Elephant and Castle. Walworth Road has traditionally been the main retail thoroughfare and has in the past contained civic buildings including a town hall.
19. Historically, Walworth Road has generally provided day to day shopping with occasional/luxury goods being provided at the Elephant and Castle. In the early part of the twentieth century the Elephant and Castle was known as "the Piccadilly (Circus) of South London". The area was however extensively bombed during the Second World War and was followed by the post-war modernist re-planning of the area centred around a major highway with subways. This resulted in the construction of the existing shopping centre that opened in 1965 and was Europe's first covered shopping mall. The mall provided a range of stores including those selling goods for occasional purposes as well as national retailers selling convenience goods. The redevelopment of traditional streets and terraced housing to the east of the centre to create the Heygate Estate followed this intervention. This comprehensive redevelopment resulted in the removal of the historic street pattern and the disconnection of the Elephant & Castle from the neighbourhoods surrounding it including the retail of Walworth Road.
20. The existing Shopping Centre struggled to attract retailers from its outset. Records show that when it opened only 29 of the 120 units were occupied. It was designed to provide retail on three floors but this was too much and in 1978 the second floor was converted to offices.
21. In the 1980s the status of both Walworth Road and the Elephant and Castle Shopping Centre went into decline. There were a number of factors that caused this, including: initial depopulation, changing consumer habits and requirements, external competition and the lack of locational focus giving potential shoppers a reason to visit.

22. Walworth Road itself has in retail terms emerged as a provider for goods and services needed by the local community and has managed to retain some national multiples e.g. Marks and Spencer, Iceland, Boots and Morrisons as well as a Tesco Express. Market forces have seen the Elephant & Castle shopping centre following in the same way and is predominantly also a provider of local goods and services but it too also has some national multiples, such as WH Smith, Iceland, Peacocks, Clarks, Co-Op, Superdrug, Greggs and Boots.
23. Currently, Walworth Road and the shopping centre effectively compete against each other for the same custom whereas the Council's aspiration has been for businesses complementing each other and delivering different retail offers.
24. Historically, the north of Southwark lacks an area for comparison goods shopping and this results in this type of retail expenditure going elsewhere, often out of the Borough, to the detriment of the local economy and employment opportunity. The report to Planning Committee on 3 July 2018 stated "a retail study completed on behalf of the Council in June 2015 (the Southwark Retail Study) advises that just under 50% of comparison goods spend is made outside the borough. The redevelopment of the site to include a new shopping centre presents an opportunity to claw some of this back and although the uplift in retail floorspace would not be significant, the floorspace would be of a higher quality and could be designed to suit the needs of modern, comparison retailers." It is therefore appropriate that the Council supports a more diverse retail offer being available at the Elephant and Castle.

#### *Planning Policy*

25. The development plan comprises the London Plan, the Core Strategy, and the Saved Southwark Plan. These documents are relevant in considering the recommendations in this report. Appendix H sets a summary of the development plan policy framework for the site. This establishes strong policy support for a high density, mixed-used development on this large brownfield site at all levels of planning policy. As Cabinet is aware the application for the redevelopment of the site was the subject of a detailed report considered by the Council's Planning Committee. That report sets out in detail the relevant planning policy against which the application was considered and a link to it can be found in the background documents. The Committee report concluded the proposed development will fully accord with the principle of accommodating large-scale development within opportunity areas and will deliver many of the key objectives set out in the Elephant & Castle SPD for the central character area in which the site is located. Cabinet should also note the New Southwark Plan and New London Plan are in the process of being brought forward so have limited weight at this point in time.

#### *Council Plan*

26. The Council Plan is the Council's overarching business plan setting out the programme of work for the period 2018-19 to 2021-22. It is a clear statement to the residents, businesses, local voluntary/community sector organisations and other stakeholders of that programme and how the Council will continue to deliver a fairer future for all in Southwark. Paragraph 50 of the report at agenda Item 23 sets out how the delivery of the scheme will take forward the commitments contained in the Plan.

#### *Benefits of the Scheme*

27. The Scheme will give rise to very significant benefits. These are set out in detail in Appendix C of the progress report item 23 on the Agenda.
28. By way of summary, the Scheme will make a considerable contribution to the economic, social and environmental well-being of the area, including the following gains:
- (a) approximately 2,375 full time equivalent jobs are estimated, a gross increase of 732 jobs following completion of the Scheme compared to the position which existed prior to the commencement of the Scheme
  - (b) approximately 12,300 "person years" of construction employment, equating to circa 1,230 construction workers per year over 10 years
  - (c) investment in targeted employment and training initiatives for local people during the construction and operational phases of the development
  - (d) capturing retail expenditure locally rather than it leaking out of the borough
  - (e) 979 new homes, with significant affordable housing provision within them as referred to above, contributing to meeting the pressing need for new housing in Southwark
  - (f) a new state of the art university campus building for LCC, thereby securing LCC's presence at Elephant & Castle for the long-term
  - (g) a new Northern Line Underground station
  - (h) provision for connection into any future district heating network
  - (i) the connection of Elephant Road to the heart of the new town centre, by opening-up some of the railway viaduct arches to the south of Elephant & Castle railway station, thereby improving connectivity with Elephant Park
  - (j) improvements to the public realm
  - (k) new buildings with high quality design
  - (l) new space for leisure/cultural use
  - (m) 10% affordable retail units
  - (n) 10% affordable workspace on the West Site.

*Outstanding Land Ownership Issues*

29. Appendix C is a summary produced by the developer which explains the status of negotiations with third parties. It also provides a summary of the property ownership situation in respect of the Shopping Centre and the other areas required for the Scheme. Further detail as to the site ownership is set out below.

*Shopping Centre and adjoining land*

30. As advised EC owns the freehold title to the Shopping Centre and the vacant office premises Hannibal House above it. Its subsidiary company, EC UK,

owns the long leasehold title. The Shopping Centre is currently subject to numerous occupational lettings but these have been or are being terminated in accordance with their contractual terms, as referred to in Appendix C, ahead of the closure of the Shopping Centre in July 2020, before subsequent demolition. This also applies to the market area provided on its northern and eastern flanks. The developer will allow tenants to remain until 30 July 2020.

31. As explained in Appendix C, there are a small number of Shopping Centre tenancies that benefit from security of tenure under the Landlord and Tenant Act 1954 and which could, therefore, seek to remain in situ after July 2020. The potential effect on these parties of the CPO is explained at Appendix F of this report. The developer therefore has title to and will have vacant possession of the vast majority of the Shopping Centre.
32. The Scheme also requires the land which is currently a pair of buildings at 30-32 New Kent Road. The freehold and leasehold interests in these buildings have been acquired by the developer by agreement. The developer therefore has title and will have vacant possession of them for scheme implementation.
33. The developer has acquired various interests by agreement over the course of the last few years. Many tenants of the Shopping Centre have agreed terms with the developer that include break clauses to facilitate the development. The bingo and bowling hall operator's leases within the Shopping Centre (which were not due to expire for a number of years) were acquired after patient negotiation, as was the long leasehold interest in the Charlie Chaplin pub. Similarly the acquisition of the freehold title to 32 New Kent Road took some time, as it involved agreement on the relocation of the NHS dental practice to Walworth Road, as well as the acquisition of 32 New Kent Road itself. This has been agreed to the satisfaction of the developer, the dental practice and the property owner.

#### *Railway Viaduct*

34. The Scheme will require acquisition of some of the railway arch premises in Elephant Road. As explained in Appendix C, the freehold and long leasehold titles in these railway viaduct arches are held by Network Rail and the Arch Co respectively.
35. Firstly, the current accessways to the Shopping Centre underneath two sets of railway viaduct arches (arches 113B and 121), just to the north of the Elephant & Castle railway station, are required for the Scheme. EC owns a long leasehold title to these arches. EC has been seeking an "arch swap" with Network Rail and the Arch Co, whereby these arches will be given back to the Arch Co in exchange for the two Arch premises 6 and 127/133 referred to below. If EC's current two arches do cease to be used for access to the Shopping Centre as envisaged, EC is of the view that those arches shall be brought into beneficial occupational use as e.g. retail or other Use Class A uses. The leasehold title held by EC in these two arches is insufficient to allow for the control required to bring about the necessary works and change in use in those arches, hence it needs to acquire greater title to achieve this.
36. Secondly, to the south of the Elephant & Castle railway station, two sets of arches (Arches 6 and 127/133,) are necessary to provide the walk way which will link the new town centre to Elephant Road and thereby bring the connectivity benefits referred to earlier. Network Rail has granted occupational

tenancies of the business units in those arches. These businesses will also be displaced, if the Scheme proceeds. The developer and the Council have been and are, seeking to assist the occupiers find alternative premises in the locality.

37. The proposed CPO will not interfere with the operational running of the railway and for the avoidance of doubt no part of the operational railway is to be acquired.
38. In addition, as explained in Appendix C, agreement is being sought with Network Rail to regularise the title boundary on the west side of the railway viaduct and to undertake changes to the western façade of the railway station, which will benefit from ground floor level access to the new town centre scheme. Network Rail requires the developer to enter into an "asset protection agreement", which is relatively common when changes are proposed to any station or asset they hold.
39. It will also be necessary to acquire land at the rear of arch units 113c/122. This rear area will need to be removed for the Scheme.
40. New rights are also required through the train station and through the railway arches south of the railway station to facilitate boundary works on the western edge of the railway viaduct and in the case of Units 4 and 5 Farrell Court on Elephant Road (Corsica Studios) the right to undertake the sound mitigation works discussed with Corsica during the planning application process. New rights to access Units 113c/122 Elephant Road are sought to facilitate the removal work referred to in above. New rights are also sought for minor aspects such as affixing of cabling and wiring on the sides and underneath of the viaduct structure.
41. The potential adverse effects of the CPO on the parties who own and occupy the arches is discussed in Appendix F.
42. The developer has been in lengthy negotiations with Network Rail and from spring 2019 (following Arch Co's acquisition of the long leasehold title in the railway arches) Arch Co as regards all matters pertaining to the railway viaduct and its arches. Following the decision in the High Court judicial review proceedings the developer has contacted the occupiers of the relevant arch units as to the new rights referred to above, and the acquisition of the land to the rear of Units 113c/122 and is looking to secure those by agreement too.

*Transport for London and London Underground Limited interests*

43. The Scheme contains a new Northern Line tube station box on part of what is currently the Shopping Centre site. In return, the current Northern Line station box adjacent to the Shopping Centre will be decommissioned by London Underground Limited ("LUL") and then provided to EC, so as to ensure continuity of services as well as ensuring that it can be redeveloped and incorporated into the wider development on the East Site. Again, it is not intended that any exercise of CPO powers will interfere with the operational running of the Underground lines.
44. Around the periphery of the Shopping Centre and the LCC site are paved areas that are owned by Transport for London ("TfL"). These are either highway or could potentially be construed as highway. Some of this land will be required for the Scheme. To deliver the Scheme it is necessary to acquire this land from

TfL. The developer also wishes to acquire crane oversail rights over some of the land owned by these statutory undertakers.

45. Again, the developer has been in detailed negotiations with LUL and TfL for some time and intends to conclude agreements with them, thereby avoiding the need for compulsory acquisition of their land.

#### *Electricity Undertaker*

46. There are currently three electricity sub-stations within the Scheme land, two on the LCC site at ground floor level and one on the west side of the Shopping Centre. These are all held on long leases by London Power Networks. These interests will need to be acquired.

#### *West Site*

47. The LCC Site comprises the large bulk of the West Site of the Scheme. E3, a company in the same group as EC and with the same ultimate shareholders and funders, is proposing to buy the LCC Site from UAL by agreement. The proposed contract for sale is at an advanced stage. The contract, once exchanged, will be subject to a number of conditions, most notably the ability of EC being able to deliver a replacement campus on the East Site that realistically can only happen if the Council exercises its powers of compulsory purchase and overriding third party rights powers. As the LCC Site is an important part of the land on which the Scheme will take place and UAL is crucial to the Scheme as it is the developer's main proposed commercial occupier on the East Site, exercise of the Council's compulsory purchase powers should take place only when E3 has the LCC Site under its control. Accordingly, the proposed CPO agreement with EC will contain a pre-condition that no CPO would be made until the LCC Site is under such control and there is a contract in place for LCC to relocate to the East Site.

#### *Metropolitan Tabernacle*

48. The developer requires an agreement with the Tabernacle to separate that building from the abutting LCC building and to scaffold over part of the LCC building whilst works take place. In addition, to facilitate construction, it will require a right for the duration of the works for a crane to oversail the property. The developer has held discussions with the Tabernacle and (as with the other outstanding interests) will seek to take these forward by agreement if it can do so.

#### *Kiosks under railway viaduct bridge, New Kent Road*

49. Following further discussions with the developer, it has become clear that the two current lock up kiosks on New Kent Road near the railway viaduct bridge will need to be removed. The developer's proposed works in that area will result in the need to shift the location of a proposed TfL cycle path on New Kent Road along the line of the kiosks. These kiosks are currently held on short term licences from the Council (with the consent of TfL as highway authority for the road) and are terminable on 21 days written notice. The Council does not envisage the need to use CPO powers to end the kiosk licences and obtain vacant possession of the land on which the kiosks sit.

#### *Unregistered land*

50. Some small areas of land within the Scheme site are unregistered, so that their ownership is unknown.

*Attempts to acquire land interests by negotiation*

51. Cabinet is referred to the previous section and Appendix C where the developer has provided a summary of the status of discussions with the various third parties. Officers are satisfied EC has been making genuine and reasonable attempts wherever practicable to acquire land interests by agreement. Credible and reasonable offers have been made by EC over the course of the last 3 years to acquire interests. As a consequence EC has completed a number of purchases by agreement to assemble the Scheme site, again as referred to in the previous section and Appendix C.
52. With regard to the LCC site, the sale agreement to E3 has been the subject of many months of negotiation between UAL and E3. Once the agreement has been exchanged, the site will be under the control of E3. The agreement will allow the purchase of the LCC site by E3 once the new campus building for UAL has been built on the East Site. The section 106 agreement to the planning permission prohibits the demolition of the current LCC buildings until the new campus building on the East Site has been practically completed.
53. EC is in negotiation with Network Rail and the Arch Co to acquire satisfactory title to the railway arches and these discussions are ongoing. Similarly, negotiations with LUL regarding the Tube station land "swap", and acquisition of TfL's adjacent land, are ongoing.
54. In relation to the electricity sub-stations referred to above, it is not envisaged that there will be difficulty in these leasehold premises being surrendered due to the redevelopment and EC is in discussions with the electricity undertaker to confirm this.
55. In addition, EC has approached the Tabernacle requesting agreement to access part of the Tabernacle land to undertake the works necessary for the segregation of the current LCC building and the Tabernacle and for crane oversailing rights over the Tabernacle to enable construction work to build the Scheme.

*The request to use CPO and other planning powers*

56. Notwithstanding the efforts that EC has made and continues to make to acquire necessary land interests by agreement, the current position is that the site required for the Scheme, and the necessary new rights, are not entirely in its ownership. As things stand, the Scheme will not be able to proceed without a CPO.
57. Without the use of CPO powers by the Council, any one or more of the outstanding owners could refuse to co-operate or sell (as appropriate) no matter how reasonable the price offered by EC. This creates significant uncertainty and risk to EC, which intends to make an enormous capital investment in the Scheme and is one it is not willing to bear. In addition, any prudent funder of the Scheme is also unlikely to fund the Scheme whilst that uncertainty persists.
58. Some small parts of the Scheme site are unregistered, i.e. they are in unknown

ownership. A CPO is required to acquire those pieces of land if title to those areas still cannot be proven.

59. The support of the Council through the use of CPO powers may also act as a spur to those parties that hold outstanding land interests to negotiate in a meaningful manner. It is often the case that where commercial property is involved it takes the making of a CPO to act as the catalyst for the parties to enter into productive negotiations. Indeed, as will be referred to below, government guidance on CPOs explicitly recognises this and suggests that the making of a CPO can help to make the seriousness of the authority's intentions clear, which might encourage parties to enter more readily into meaningful negotiations. That guidance also states that it may be sensible for the acquiring authority to instigate the formal CPO process whilst negotiations continue, to mitigate against loss of valuable time.
60. As explained in detail in the subsequent report, there are also rights which are held by third parties over the Scheme site. Even if EC was to acquire the outstanding land and new rights required for the Scheme by agreement itself, such acquisition will not override those rights held by third parties. The acquisition of land by the Council for planning purposes, via a CPO or by agreement, will, however, override these rights, removing the risk of an injunction, and enable the Scheme to proceed. It will also enable the Scheme to proceed on a clear basis as to what the compensation level will be. Overriding such rights will prevent EC being held to ransom by the holders of those rights and thereby prevent the frustration of the Scheme. As set out in the subsequent report, it is accepted there is very little (if any) realistic prospect of being able to release the various rights over the Scheme site through agreement in a reasonable time frame due to the number of rights holders.
61. It is for these reasons that EC has requested that the Council make a CPO and use its other planning powers in the manner set out in this report and the other linked reports before Cabinet.
62. This request is not unexpected. On 20 October 2015 Cabinet received a report entitled *Elephant and Castle Place-Making: The Next Step*. This brought to Cabinet's attention that it may be asked in the future to resolve to make a CPO to facilitate the Shopping Centre's regeneration.

*The Council's powers and the legal and policy guidance framework*

63. Appendix D sets out the relevant legal and policy framework in respect of considering exercising compulsory purchase powers.

*The proposed CPO*

64. The proposed CPO will enable the outstanding land interests that are required for the Scheme shown shaded pink on the plan at Appendix A to be acquired. It will also provide for the creation to and acquisition of new rights over the land shaded blue on the plan at Appendix A. Seeking such new rights is relatively common in a CPO and will particularly facilitate the construction process.
65. In broad terms these rights will allow for:
  - (a) the separation of one of the current LCC buildings from the northern façade of the immediately adjoining Grade II listed Metropolitan Tabernacle, by

allowing access to part of the Tabernacle site for survey work and to undertake such works as are necessary to restore the northern façade of the Tabernacle once the decoupling had taken place. Scaffolding may need to be created on part of the site whilst works take place;

- (b) crane oversailing of various areas. The areas affected by the oversailing are:
- the Tabernacle,
  - various parts of highway land adjacent to the LCC site and the Shopping Centre,
  - the grounds of Perronet House (and a negligible part of the building itself)
  - a small part of the Leisure Centre to the south of the LCC site.

These areas have been determined following input from the developer and a specialist crane operator.

- (c) works to be undertaken to the railway viaduct and immediately adjoining land. By way of explanation, the railway arch premises being acquired (tinted pink) will exclude the railway viaduct structure itself. Some works to the railway viaduct are required to facilitate the Scheme, including affixing of cables and wires to the sides and underneath of the viaduct structure. Accordingly, new rights are sought over the railway viaduct and adjoining land to enable these works to take place,. For the avoidance of doubt, no works that will interfere with the structural integrity of the railway viaduct are envisaged, nor are any rights sought which would interfere with the operation of the railway above. Rights are also sought to undertake improvement works to the western façade of the Elephant & Castle railway station and to facilitate boundary treatment works to the western flank of the viaduct. For this reason, rights of access are sought through the railway station, railway arch premises to the south of the railway station and adjoining land. Rights are also sought to gain access through arch premises Units 4 and 5 Farrell Court (Corsica Studios) for the purpose of facilitating access to the rear of that unit to carry out sound mitigation works. Rights are also sought to access through arch units 113c and 122 facilitate the removal of the area at the rear of the unit, and to carry out consequential works to the unit as a result.

66. The areas of land included in the CPO have been carefully considered. It is considered they are no more than is necessary to accomplish the objectives of the CPO.
67. It may nevertheless be necessary as part of the finalisation of a CPO to make minor amendments to the draft CPO map and the report's recommendations provide for this.
68. Acquisition of land pursuant to the CPO will also have the effect of overriding third party rights that exist over the CPO land acquired, using sections 203-205 of the 2016 Act. Overriding rights held over the Scheme site is dealt with in detail in the linked report at item 25 of the Agenda. Cabinet is referred to that report.

### *The CPO Process*

69. Appendix E contains further details on this and the basis of compensation that will be payable to parties where their land is acquired compulsorily or new rights are created over their land.
70. In brief summary, the Council and EC will finalise and agree the CPO map and the schedule of ownership that forms part of the CPO. The CPO will then be made and published, with parties affected by it being notified. The CPO may be subject to objections. Such objections may cause a public inquiry to be held by an Inspector appointed by the Secretary of State for Housing, Communities and Local Government. The Secretary of State will then decide whether to confirm the CPO (with or without modifications) or whether to refuse to confirm it. This process will take a considerable time (perhaps eighteen months). If the CPO is confirmed by the Secretary of State then, subject to adherence with procedural aspects, the CPO can be used to acquire land and create new rights compulsorily.
71. All costs associated with the process and the compensation payable to third parties for the acquisition of their land will be underwritten by the developer through the CPO indemnity agreement.

### *The terms of the CPO Indemnity Agreement*

72. The CPO may result in objections (statutory and non statutory - the latter are from persons without a property interest in the scheme land). If there are statutory objections these may necessitate a public inquiry before any subsequent confirmation of the CPO can take place; that will involve the Council incurring significant cost and potential reputational risk. In the case of the latter this is something Cabinet has to take on in order to achieve the delivery of planning policy and the place making aspirations set out in the SPD and Development Plan policies. However, in the case of the former, it is appropriate that EC meets all the Council's reasonable costs incurred in making and implementing the order including but not limited to officer and counsel time, all public inquiry costs, property acquisition costs including taxes payable, professional fees incurred and any Upper Tribunal (Lands Chamber) awards and associated legal and other costs. The Upper Tribunal has jurisdiction to hear any disputes about compensation payable to parties whose interests have been acquired or affected.
73. EC accepts an indemnity agreement in the Council's favour is essential for the CPO to be taken forward. Should Cabinet agree the report's recommendations a CPO will not be made unless and until the indemnity agreement has been executed. Furthermore, the agreement would provide for suitable security to be given to the Council in respect of its potential liabilities under the CPO, with the terms of that security to be agreed by the Director of Regeneration through the delegated authority at recommendation 2.
74. The CPO indemnity agreement will require that before the Council is obliged to purchase any third party interests at EC's request certain pre-conditions must be satisfied. These include that EC continues to satisfy the Council at that point that there is a reasonable prospect of the development of that area being delivered in a reasonable time frame. Cabinet will note that there will be a pre-condition to the making of the CPO that the Director of Regeneration has received evidence that the LCC Site is the subject of a contract for sale to E3

and that there is a contract in place for LCC's relocation to the East Site. This will give the Council comfort that the key commercial occupier for the East Site is in place and that the developer or its group company has control of the LCC Site.

75. In addition, the agreement will oblige EC to continue to try to acquire the outstanding land interests by agreement wherever practicable in accordance with the Guidance. Pursuant to the agreement, EC may ask the Council to acquire land by agreement if it has agreed terms with a seller for the acquisition of their land but the land interest to be acquired is subject to third party rights that need to be overridden. The land will then be transferred to EC or its nominated group company at the same value as it is acquired by the Council thus resulting in a financially neutral outcome for the Council that will have all of its ancillary costs (including officer, legal, taxation) reimbursed under the indemnity agreement.
76. The developer has made significant progress in its pursuit of the Scheme and its acquisition of interests. It intends to finalise discussions with UAL, TfL and LUL as soon as possible. The use of the Council's CPO and overriding powers is one of the last pieces of the jigsaw which is likely, to act as a further catalyst in the negotiations with the remaining third parties. In this case it is not necessary to impose on EC an obligation to build the Scheme as the measures negotiated for inclusion in the indemnity agreement give the Council comfort that EC is likely to proceed with the Scheme. Moreover the fact that the exchange of the contract with UAL as to its relocation from the West Site to the East Site will be a pre-condition to the Council making a CPO means that the Council gives further comfort that the exercise of the Council's powers will lead to the Scheme proceeding. In addition, EC's heavy investment in the Scheme to date lends further weight to the conclusion that it is committed to the Scheme. It is highly unlikely that EC will have gone to the trouble and considerable expense of acquiring the Shopping Centre and various interests in the surrounding land, pursuing the planning application over the course of two and a half years, defending the planning permission in the courts, liaising in time-intensive negotiations with LUL, TfL and Network Rail (amongst others), and then seeking a CPO, without a very firm intention to redevelop the site by way of the Scheme.
77. The CPO indemnity agreement will allow for termination by either party if a CPO is not confirmed and free of challenge by a specified date or if no acquisition pursuant to the agreement takes place within a given time period.
78. There will also be default based termination rights for both the Council (i.e. if EC was to become insolvent) and EC (i.e. if the Council failed to seek to acquire interests in accordance with the agreement at the request of EC).
79. EC will be permitted to transfer the benefit of the agreement to a group company or any third party which has the necessary skills and resources (satisfactory evidence of such matters having been provided to the Council) subject in each case to such entity first providing the Council with a deed of covenant to undertake the obligations in the agreement (and any necessary security). Transfer to any other entity will be permitted with the Council's consent (not to be unreasonably withheld or delayed). EC will also be permitted to create a charge in favour of a reputable bank or other similar financial institution.

80. In return for EC underwriting the costs, the Council will seek to acquire any remaining outstanding land interests requested by EC. All interests to be acquired by the Council pursuant to the CPO indemnity agreement, whether by compulsion or by agreement, will be acquired for planning purposes. Under s233(3) of the 1990 Act the Council needs to achieve best consideration when disposing of land under this provision. This however needs to be judged in the context of the totality of the arrangements for the transfer of interests pursuant to the CPO indemnity agreement. The Council will only be acquiring interests from third parties or creating rights over their land on the basis that funding for the initial acquisitions or rights (at market value) is coming from EC and on the basis it will thereafter dispose of any acquired land to EC or EC's group company. As such, there is no realistic prospect of the Council obtaining consideration in respect of the disposals to EC (or its group company) under the CPO indemnity agreement beyond the indemnity arrangements, such that these arrangements are the best consideration that can reasonably be obtained in the circumstances.
81. The Council is required to exercise its power under section 233 in a manner which, so far as practicable, secures that relevant occupiers of that land are provided with a suitable opportunity to obtain accommodation on the land in question (section 233(5)). Relevant occupiers for these purposes means residents and those carrying on business on the land that wish to obtain accommodation. As a matter of reality, the developer has terminated the vast majority of the Shopping Centre tenancies so that all but a small number of tenants with protected tenancies under the Landlord and Tenant Act 1954 are contractually obliged to leave. The Council has no power to reverse that process. A relocation strategy has been agreed between the Council and EC which is secured by the section 106 agreement and pursuant to that relocation strategy 10% of the new retail floorspace on the Scheme will be affordable retail floorspace which will be offered in the first instance to eligible businesses who will be displaced from the Scheme site. In addition, as regards commercial (non-retail) businesses, up to 10% of the flexible commercial floorspace on the West Site will be provided as affordable workspace (use class B1), again offered in the first instance to eligible businesses who will be displaced.
82. Accordingly, the Council has been working to facilitate relocation options for existing businesses within the locality for some time, as evidenced by the section 106 planning obligations which have been secured in recent years to provide affordable units as part of redevelopments in the locality. This is explained in further detail in the progress report elsewhere on the Agenda.

*Adverse effects of the CPO*

83. The proposed CPO will (or in some cases may) result in some adverse effects for those affected. It is important to note that effects which are attributable to events or actions which have occurred already, or which will occur without the CPO, so do not arise as a result of the recommendations before Cabinet. Adverse effects have already occurred (e.g. occupiers already vacating within the Shopping Centre, leaving retail premises vacant) and adverse effects which will happen without the CPO (e.g. closure of businesses upon closure of the Shopping Centre, which the developer has already given notice of), are not adverse effects of the CPO.
84. Appendix F contains details of the adverse effects that can be ascribed to the

CPO. Consideration of adverse effects of the Scheme generally is covered too, in case all adverse impacts of the Scheme are ascribed to the exercise of the CPO powers.

85. Regard is to be given the adverse effects at Appendix F and weighted in considering whether to resolve to authorise a CPO.

### **Community Impact Statement**

#### *Human Rights Implications*

86. The acquisition of land for planning purposes (and the creation and acquisition of new rights) authorised by this report will interfere with Article 1 First Protocol Convention Rights. The CPO will give rise to the acquisition of property interests against the will of the owner and will also in certain instances infringe the enjoyment of existing assets with economic value, such as the goodwill of a business. It will also interfere with rights over the CPO site including rights of light that is discussed in the report on that subject elsewhere on the agenda. However, Article 1 of the First Protocol allows for such interference if it is in the public interest and in accordance with the law. Therefore, the use of planning powers contemplated in this report is lawful in Article 1 terms provided that the Council strikes a fair balance between the public interest and the private rights protected by Article 1. It is also relevant that compensation is available to persons affected by compulsory acquisition in certain instances. By way of the very considerable benefits that will arise from the Scheme, it is considered the compelling benefits in the public interest when weighed against the private rights of individuals, and indeed the wider adverse implications set out in Appendix F justify the interference with Article 1 rights in this case.
87. The overriding of rights held by adjacent properties will also interfere with Article 8 rights. Article 8 does, though, allow for interference if it is proportionate and in the public interest. The public benefits of the Scheme, taken together with the compensation which will be payable in respect of any acquisition of land or new rights over land or the overriding of rights, mean that the interference with rights in this case is proportionate and in the public interest.
88. As regards Article 6 Convention Rights, as referred to in Appendix E there are well-established statutory procedures that give all of those likely to be affected by the CPO the right to be notified and the opportunity to object. Any such objections may cause a public inquiry where such objections can be heard. Disputes as to compensation can be referred for hearing by the Lands Chamber of the Upper Tribunal. For these reasons, Article 6 is complied with.
89. Regard has been had to whether there is any infringement of Articles 9 (freedom of thought, conscience and religion), 11 (freedom of peaceful assembly and association) or 14 (freedom from discrimination) of the Convention; in each case it is considered that there is no infringement.

#### *Public Sector Equalities Duty (PSED)*

90. The nature and effect of the PSED is set out in Appendix D.
91. In considering the recommendations herein the Cabinet must have due regard to the possible effects of them on any groups sharing a protected characteristic

in order to discharge its public sector equality duty. This is an ongoing obligation.

92. Following the Cabinet's resolution in October 2015 an equalities impact assessment was commissioned from AECOM. That equalities work was supplemented by further analysis by EC's consultant, Quod and the July 2018 Planning Committee report sets out and analyses in considerable detail the potential equalities impacts relevant to the planning application. A copy of the overall assessment of equality implications and the conclusions as to equality impacts in the 3 July 2018 Planning Committee is within the background papers to this report.
93. Reference is made therein to the potential adverse effects of the loss of the bingo hall. The bingo operator chose to sell its leasehold interest to the developer in 2018 and the bingo hall subsequently closed. Notwithstanding this the section 106 agreement contains an obligation to give first refusal on some floorspace within the Scheme to a bingo operator.
94. In the light of the continuing nature of the PSED AECOM has been commissioned to prepare further equality impacts analysis based on the position today, to assist the Council in meeting its duty. The key findings of AECOM's update are set out in Appendix E of Agenda Item 23.
95. The decision before the Cabinet is whether to exercise compulsory purchase powers to bring forward a consented planning scheme. This decision does not affect the owner's decision to close the Shopping Centre and market area – that decision has already been taken by the owner of the Shopping Centre. Any implications arising from that closure will occur irrespective of the Council's decision. The recommendations in this report will facilitate the redevelopment of the Shopping Centre and surrounding land. This will bring benefits to all, including groups sharing protected characteristics, including:
  - new up to date Underground Station thus improving access to public transport
  - new retail and business space benefitting consumers, providing trading and employment (in construction and the completed scheme) opportunity this benefitting all characteristics
  - new housing both for market rent and at social rent also benefitting all characteristics
  - new accommodation for the LCC that will benefit many types of characteristics
  - new cultural and leisure provision that will also benefit all characteristics
96. Weighing up the relevant considerations and recognising the adverse impacts on some elderly persons and BAME traders, employees and customers, that the Council has sought and will continue to seek to mitigate, for the reasons summarised in this report there is a compelling case for the regeneration represented by the Scheme and the wider benefits that will result to the community at large.

*Whether the use of the Council's CPO powers is justified*

97. This question involves testing the proposed use of the powers against the legal and policy guidance framework set out in Appendix D of this report. A detailed analysis has been undertaken in Appendix G. It is concluded all of the relevant legal and policy guidance tests are met.

### **Resource Implications**

98. The making of a CPO and if, there are objections, the resulting Public Inquiry, will require significant staff resources. This will come from many disciplines including Regeneration, Planning, Legal and Communications, as well as external advisors including Counsel. The making of the CPO is conditional on EC meeting these costs in full, so there will be no negative cost implications but the process will result in staff resources being diverted from normal duties as necessary. This will create some challenges that will be managed.

### **SUPPLEMENTARY ADVICE FROM OTHER OFFICERS**

#### **Director of Law and Democracy**

99. The purpose of this report is to make, and subject to confirmation to implement, a compulsory purchase order under section 226(1)(a) of the 1990 Act. In addition, the Director of Regeneration is to be authorised to enter into a CPO indemnity agreement, the purpose of which is to ensure that all of the Council's costs in using its CPO powers are underwritten by the developer.
100. S226(1)(a) of the 1990 Act gives local authorities the power to compulsorily acquire land in their area if the authority think that the acquisition will facilitate the carrying out of development, re-development or improvement on or in relation to the land. The use of the power is limited by s226(1A) which provides that a local authority must not exercise the power unless they think that the development, re-development or improvement is likely to contribute to the achievement of any one or more of three objects, namely the promotion or improvement of the economic, social or environmental well-being of their area.
101. Paragraph 28 of this report sets out a summary of the economic, social and environmental well-being benefits the implementation of the Scheme will bring to the area and the benefits of the Scheme are set out in detail elsewhere on this agenda.
102. A detailed summary of the legal powers available to the Council in connection with the use of its CPO powers and the curbs on the use of those powers is set out in Appendix D to this report.
103. Appendix D also provides further detail on the Human Rights and Equalities implications of the use of those powers. Due regard must be had to these implications and a balance struck between the adverse effects of the Scheme and its potential benefits, particularly on groups sharing a protected characteristic as defined in the Equality Act.
104. Appendices E and F provide further detail on those adverse effects, and the CPO process including the entitlement of affected parties to compensation.
105. Appendix G provides a detailed analysis of the justification of the use of the Council's powers.

106. The acquisition of land through the use of compulsory purchase powers is a matter reserved to Cabinet by virtue of part 3C of the Council's constitution.
107. The Council has received advice from specialist legal counsel in the use of its CPO powers including the impact on human rights and equalities. Further specialist legal advice will be sought as the matter progresses.

**Strategic Director of Finance and Governance (FC19/035)**

108. This report is requesting Cabinet to agree to make a CPO for the areas detailed in the report to facilitate and progress the comprehensive redevelopment of the Elephant and Castle shopping centre.
109. The Strategic Director of Finance and Governance notes that the areas of land included in the CPO have been carefully considered and are required for the successful implementation of the scheme. Full details are contained within the main body of the report.
110. The report is also requesting approval from cabinet to authorise the Director of Regeneration to finalise the terms of the indemnity agreement with Elephant and Castle Properties Co Ltd and other actions in connection with the CPO.
111. The Strategic Director of Finance and Governance also notes that the CPO is subject to the prior completion of the indemnity agreement with Elephant and Castle Properties Co Ltd which will underwrite in full the Council's costs and liabilities associated with the proposed CPO. The terms of the indemnity agreement will be examined in detail and will only, be finalised once all due consideration is given to the VAT implications to ensure the Council's interests are best protected.
112. Staffing and any other costs connected with this report to be contained within existing departmental revenue budgets.

**CONCLUSIONS**

113. The regeneration of the town centre by way of the Scheme is a crucial component in meeting the Council's long held policy aims for the Opportunity Area.
114. The Council now has the opportunity to facilitate the Scheme and thereby fulfil its aims for the Opportunity Area by using its planning powers.
115. The compulsory acquisition of land interests or new rights pursuant to a CPO will interfere with the human rights of those parties who hold the land interests. These rights have carefully been considered and taking into account the significant public benefits that will arise from the Scheme and compensation is payable to anyone whose land interests are acquired or whose rights are infringed.
116. Having regard to government guidance on the use of CPO powers, including the fit of the Scheme with the planning policy framework, the efforts made to acquire by agreement, the purpose for which the CPO is being made and whether that justifies the interference with human rights, the lack of likely impediments to the delivery of the Scheme if the CPO is made, resources and funding, and consideration of any alternative means of achieving the Council's

objectives, the CPO proposals are no more than necessary to accomplish the objectives of the CPO and there is a compelling case in the public interest for making a CPO to facilitate the Scheme and that such a case is consistent with the statutory tests set out in the 1990 Act, the PSED and the Human Rights Act.

## BACKGROUND DOCUMENTS

Background Papers	Held At	Contact
Elephant and Castle Supplementary Planning Document and Opportunity Area Planning Framework	160 Tooley Street, London SE1 2QH	Jon Abbott 02075 254902
<a href="http://www2.southwark.gov.uk/downloads/download/2896/elephant_and_castle_spd_suporting_documents">http://www2.southwark.gov.uk/downloads/download/2896/elephant_and_castle_spd_suporting_documents</a>		
Southwark Core Strategy 2011	160 Tooley Street, London SE1 2QH	Jon Abbott 02075 254902
<a href="https://www.southwark.gov.uk/planning-and-building-control/planning-policy-and-transport-policy/development-plan/local-plan?chapter=2">https://www.southwark.gov.uk/planning-and-building-control/planning-policy-and-transport-policy/development-plan/local-plan?chapter=2</a>		
The London Plan 2016	160 Tooley Street, London SE1 2QH	Jon Abbott 02075 254902
<a href="https://www.london.gov.uk/what-we-do/planning/london-plan/current-london-plan/london-plan-2016-pdf">https://www.london.gov.uk/what-we-do/planning/london-plan/current-london-plan/london-plan-2016-pdf</a>		
Southwark Retail Study 2015	160 Tooley Street, London SE1 2QH	Jon Abbott 02075 254902
<a href="https://www.southwark.gov.uk/search?q=retail+study">https://www.southwark.gov.uk/search?q=retail+study</a> (two parts)		
Listed building consent report 16/AP/4525	160 Tooley Street, London SE1 2QH	Victoria Lewis 02075 255410
<a href="http://moderngov.southwark.gov.uk/documents/s76029/ITEM%20%20-%20REPORT%2016AP4525.pdf">http://moderngov.southwark.gov.uk/documents/s76029/ITEM%20%20-%20REPORT%2016AP4525.pdf</a>		
Shopping Centre Site, Elephant and Castle, 26, 28, 30 and 32 New Kent Road, Arches 6 and 7 Elephant Road, and London College of Communications Site Planning Report	160 Tooley Street, London SE1 2QH	Victoria Lewis 02075 255410
<a href="http://moderngov.southwark.gov.uk/documents/s76025/ITEM%20%20-%20REPORT%2016AP4458.pdf">http://moderngov.southwark.gov.uk/documents/s76025/ITEM%20%20-%20REPORT%2016AP4458.pdf</a>		
Decision of High Court: <i>Jerry Flynn and The London Borough of Southwark and Elephant And Castle Properties Co. Limited.</i>	160 Tooley Street, London SE1 2QH	Patrick McGreal 02075 255626
<a href="https://www.bailii.org/ew/cases/EWHC/Admin/2019/3575.html">https://www.bailii.org/ew/cases/EWHC/Admin/2019/3575.html</a>		
Elephant and Castle Place-Making: The Next Step	160 Tooley Street, London SE1 2QH	Patrick McGreal 02075 255626
<a href="http://moderngov.southwark.gov.uk/documents/s57189/Report%20Elephant%20and%20castle.pdf">http://moderngov.southwark.gov.uk/documents/s57189/Report%20Elephant%20and%20castle.pdf</a>		

Council Plan 2018-19 – 2021-22	160 Tooley Street, London SE1 2QH	Paula Thornton 02075 254395
<a href="http://moderngov.southwark.gov.uk/documents/s78763/Report%20Council%20Plan.pdf">http://moderngov.southwark.gov.uk/documents/s78763/Report%20Council%20Plan.pdf</a>		
Guidance on Compulsory purchase process and The Crichel Downs Rules	160 Tooley Street, London SE1 2QH	Patrick McGreal 02075 255626
<a href="https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/817392/CPO_guidance_-_with_2019_update.pdf">https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/817392/CPO_guidance_-_with_2019_update.pdf</a>		

## APPENDICES

No.	Title
Appendix A	Draft CPO map
Appendix B	Plan showing the LCC site
Appendix C	Status update summary on discussions with third parties
Appendix D	The Council's powers and the legal and policy guidance framework
Appendix E	Further detail on CPO process and compensation
Appendix F	Adverse effects
Appendix G	Whether the use of the Council's powers is justified
Appendix H	Planning Framework

## AUDIT TRAIL

<b>Cabinet Member</b>	Councillor Johnson Situ, Growth, Development and Planning	
<b>Lead Officer</b>	Kevin Fenton; Strategic Director Place and Wellbeing	
<b>Report Author</b>	Patrick McGreal, Regeneration North	
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<b>Dated</b>	21 February 2020	
<b>Key Decision?</b>	Yes	
<b>CONSULTATION WITH OTHER OFFICERS / DIRECTORATES / CABINET MEMBER</b>		
<b>Officer Title</b>	<b>Comments Sought</b>	<b>Comments Included</b>
Director of Law and Democracy	Yes/No	Yes
Strategic Director of Finance and Governance	Yes/No	Yes
<b>Cabinet Member</b>	Yes/No	Yes
<b>Date final report sent to Constitutional Team</b>	11 March 2020	