

[Redacted]

[Redacted]

T: [Redacted]  
D: [Redacted]  
E: [Redacted]

and by email to: [Redacted]

Your ref: [Redacted]  
Our ref: [Redacted]

9 August 2022

Dear Sir

**The London Borough of Merton (High Path No. 1) Compulsory Purchase Order 2022 (“the CPO”)**

**Our client:** [Redacted]  
**Property:** [Redacted]

We write on behalf of our client [Redacted], the freehold owner of the [Redacted] (“the Property”) to object to the CPO.

The CPO, if confirmed, will authorise the London Borough of Merton (“the Council”) to compulsorily purchase rights of light enjoyed by the Property.

DLUHC’s July 2019 Guidance on compulsory purchase process and the Crichel Down rules notes at page 9 that:

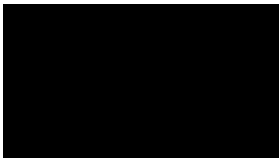
*“The confirming authority will expect the acquiring authority to demonstrate that they have taken reasonable steps to acquire all of the land and rights included in the Order by agreement.”*

At paragraph 9.1 of its statement of reasons in support of the CPO the Council states:

*“The Council is exercising its powers under section 226(1)(a) and section 226(3)(a) because it has not been possible for the Developer to acquire by agreement all interests that are required to deliver Phase 2 and Phase 3 of the [Redacted] regeneration, and it is not certain that the Developer will be able to acquire the remaining land by agreement. Although the owners of the interests have been approached on a number of occasions by the Developer with a view to purchasing their interests, agreement for purchase has not been reached because the owners have either not yet decided which of the options available to them they wish to exercise or they are waiting for as long as possible before selling their interests to the Developer.”*

This is not the case with respect to our client. While there have been some intermittent discussions between our client and the developer (Clarion Housing), there has been no offer made by the developer to purchase the rights of light enjoyed by the Property.

Partners: [Redacted]



9 August 2022

Our client intends to develop the Property and is preparing an application for planning permission to enable it to do so. Our client is willing to enter into an agreement with the Council and the developer which could include provision for the sale of the relevant rights (or an agreement not to enforce them) as well as mutually beneficial provisions to ensure that the developer's scheme and our client's proposed development are compatible.

Until the Council and developer enter into meaningful discussions with our client, it must maintain its objection on the basis that compulsory purchase powers should not be granted in circumstances where no attempt has been made to acquire the relevant interests by agreement.

We look forward to hearing from you in due course.

Yours faithfully

[Redacted signature block]

cc [Redacted distribution list]