

Record of operational decision

Decision title:	Decision to authorise a Deed of Easement in respect of the Transport Hub project
Date of decision:	7 th February 2025
Decision maker:	Corporate Director Environment and Highways
Authority for delegated decision:	<p>Authority for spending from the HCCTP programme for the £10m cost plan, can be found here:</p> <p>(1) The Cabinet decision dated 27 October 2022 decided:</p> <p style="padding-left: 40px;"><i>a) Cabinet approves the cost plan for the Hereford Transport Hub design; and</i></p> <p style="padding-left: 40px;"><i>(b) Cabinet approves that the project proceeds from Planning and Design stage (stage 2) to Delivery stage (stage 3); [and]</i></p> <p style="padding-left: 40px;"><i>(d) All operational decisions to be delegated to the Corporate Director for Economy and Environment in consultation with the Cabinet Member for Infrastructure and Transport and Section 151 officer</i></p> <p style="padding-left: 40px;">https://councillors.herefordshire.gov.uk/documents/s50104626/Update%20Decision%20on%20Hereford%20Transport%20Hub.pdf</p> <p>(2) The Corporate Services scheme of delegation dated 23 December 2021 updated May 2024 (line 34 and 35) gives the Senior Estate Manager the authority to take the decision</p>
Ward:	Aylestone Hill; Central; College; Eign Hill; Widemarsh;
Consultation:	<p>Consultation on this decision has taken place with</p> <p>(1) the Transport Hub SRO; and</p> <p>(2) HC's Finance department; and</p> <p>(3) the Section 151 officer; and the Cabinet Member for Infrastructure and Transport who are supportive of the proposals.</p>
Decision made:	To authorise a Deed of Easement in respect of a Cadent owned pipe under a section of land being transferred to Network Rail
Reasons for decision:	<p>One of the main aims of the Transport Hub is to improve the public realm around the train station and create better walking, cycling and public transport infrastructure by placing all vehicular traffic on the periphery of the site, including bus services. Due to a number of bus services requiring longer stays, and to reduce the potential impact of bay blocking, it is essential to provide sufficient parking space away from the pick-up zone or DIRO (Drive-in Reverse-out).</p> <p>The proposal enables a five bay, bus-parking area to be designed at the northern edge of the site on old disused section of Network Rail land and to link this zone to the existing infrastructure by extending the road feeding the entrance to the Medical Centre. This would allow vehicles to access the Network Rail depot and the MFA Bowl facility as well as provide a route for buses to reach the DIRO bays.</p> <p>The land agreement is outlined in a Basic Asset Protection Agreement, signed by the Council in March 2023 that sets out principles for supporting the design of the Transport Hub.</p> <p>The development of the Transport Hub requires HC to undertake the following legal transactions:</p>

	<ol style="list-style-type: none"> 1. Acquisition of land from Network Rail 2. Disposal of land to Network Rail 3. Entering into an Option agreement for Network Rail to repurchase the land for the same price if the Scheme does not complete. (option price £1) 4. Entering into an easement with Cadent in connection with the Stopping Up Order 5. Entering into the following transactions with Number 54 Holdings Limited t/as MFA Bowl: <ol style="list-style-type: none"> a. Option agreement to extinguish rights over what will be Council land b. Deed of Release for extinguishing the rights c. Grant of an Easement over the new access road to replace the rights lost by MFA bowl. <p>As this is HC's project, all of the decisions above require HC to indemnify the other party's for their costs incurred with the project by paying their reasonable legal fees and professional costs. This is normal commercial practice where the other party's engagement with a project is not mandatory or not in their interest.</p>
<p>Highlight any associated risks/finance/legal/equality considerations:</p>	<p>Financial</p> <p>The public realm area has been designed as a single zone, irrespective of land ownership, and as such, is fully funded within the budget</p> <p>Risk</p> <p>Risks are likely to arise if the Transport Hub project fails to complete or one or more of the third parties decides to disengage from the project and HC has completed one or more of the other transactions e.g:</p> <ol style="list-style-type: none"> 1. HC will be left (if Network Rail do not buyback) with land it purchased with no immediate use, but it may be possible to find an alternative use. However, the land value should not be lost. 2. The stopping up and costs associated will be 'wasted' costs if the project does not complete. 3. Aborted costs paid to third parties for their legal and professional costs. <p>Legal</p> <p>There are no legal risks associated with the transactions above. The Council has the power to dispose of land for best consideration pursuant to section 123 of the Local Government Act 1972. 'Disposal' includes the sale of the land and granting of the options and easements.</p> <p>Similarly, a Council has a general power to acquire land and interests in land – ss.120 & 270 Local Government Act 1972. It is therefore able to acquire the land and extinguish interests over it.</p> <p>The transactions have been negotiated and reviewed by Property Services as being on commercially reasonable terms.</p>
<p>Details of any alternative options considered and rejected:</p>	<ol style="list-style-type: none"> 1. Not to proceed with this Deed of Easement. This is not recommended as it would result in being unable to continue with the Transport Hub project and consequently package objectives and targets as set out in the 2015 Marches Local Enterprise Partnership (LEP) business case not being achieved. This would also contravene the terms of the funding agreement, and would not be consistent with the council's adopted delivery plan.

Details of any declarations of interest made:	None
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Signatures:

- 1) Corporate Director for Economy and Environment

Signed..... Date:.....20th February 2025.....

- 2) Senior Estates Manager pursuant to the Scheme of Delegations

Signed..... Date:.....20th February 2025.....