



MANAGING THE DISRUPTIVENESS OF FRAGMENTED OWNERSHIP AND OWNERSHIP CONSTRAINTS

THE INFLUENCE OF OWNERSHIP CONSTRAINTS ON THE
DEVELOPMENT FEASIBILITY ON BROWNFIELD
TRANSFORMATIONS IN AMSTERDAM AND ROTTERDAM

*Master thesis
MSc Spatial Planning
Nijmegen school of management
Radboud University*

JASPER VAN GOMPEL

Colophon

Title	Managing the disruptiveness of fragmented ownership and ownership constraints
Subtitle	The influence of ownership constraints on development feasibility for urban transformations on brownfield transformations in Amsterdam and Rotterdam
University	Radboud University Nijmegen
Faculty	Faculty of Management
Master	Spatial planning
Specialization	Planning, land and real estate development
Author	J. van Gompel (Jasper)
Date	18-08-2021
State	Final version
Supervisor	dr. Pascal Beckers
Second reader	dr. Huub Ploegmakers
Key words	Ownership, fragmented ownership, ownership constraints, large cities, urban transformations, development feasibility, strategies, municipality, developers

Preface

Dear reader,

Here I present you the master thesis 'Managing the disruptiveness of fragmented ownership and ownership constraints.' This master thesis is the final product of my master programme 'Spatial planning: planning, land and real estate development' on the Radboud University in Nijmegen.

The central theme in this thesis will be ownership and area development. During my studies I became increasingly interested in area development and new urban projects. In coordination with prof. dr. Erwin van der Krabben and my supervisor dr. Pascal Beckers fragmented ownership and associated problems emerged as a potential topic for this master thesis. From that point onwards, I started to collect information and became increasingly interested in the practice of area development in relation to existing ownership situations for urban transformations in large cities.

The journey of this thesis has not been without its difficulties and constraints. Although initially this is not ideal for the pace and process of the product, on the other hand it enables the student to be adaptive and deal with setbacks. First of all I had initiated to perform the research in the Greater London Metropolitan Area. However, due to the circumstances caused by the Covid-19 pandemic, the choice has been made to conduct the research in the Netherlands. Furthermore my working internship, which also has been postponed due to the pandemic, could be continued in the same period as I wanted to finish my thesis. This eventually has led to the fact the project duration of this thesis was significantly longer than I initially wanted. Nevertheless, the final weeks of this thesis I was able to work on it intensively and therefore I am happy to submit my thesis in the current form.

Continually I would like to thank some people for their help with the establishment of this thesis. First of all my supervisor dr. Pascal Beckers. Although most meetings were online, I enjoyed the meetings and more importantly he took time to help me with issues and provided me with relevant feedback. Without his critical and positive feedback I would not have been able to reach the same level of quality in my thesis as I did now. I would also like to thank prof. dr. Erwin van der Krabben for some initial meetings and helping me with finding a convenient topic for this thesis.

Next to the supervisors also the respondents are very important for this thesis. Since I did not participate in a research internship I had to look for respondents on my own initiative. I managed to speak with 10 different people, all with important functions and interesting views to the redevelopments in Amsterdam and Rotterdam. Therefore I would like to thank the respondents for taking time for me and providing me with relevant information. I came to the results in this research because of the willingness and honesty of these respondents.

Writing a thesis is a difficult process. Only the writer is responsible for the planning, direction and quality of the product. Sometimes it is difficult to motivate yourself and to keep working on it. On the other hand it is a very interesting way of gaining knowledge and look into a topic in-depth. All of this would not have been possible without help and support of people in my surroundings. I would like to thank all the people who helped and motivated me to keep working on it and to finish it with a good feeling.

Yours sincerely,

Jasper van Gompel

Nijmegen, August 2021

Summary

The Netherlands is facing a particular and severe housing crisis in which the prices of housing are augmenting to obscenely high levels. First of all the division of pressure on housing is not divided equally in the Netherlands. The largest pressure for housing is in the large cities, and then especially in the Randstad region. Amsterdam and Rotterdam hence are two cities in the Netherlands that are facing pertinent problems which are not comparable with other rural areas. These problems turn out to be comparable in other cities with a similar population of Amsterdam and Rotterdam in other (European) countries, e.g. large cities. Furthermore the Netherlands has faced an extensive shift in the planning system. This shift concretely implies that there has been a shift from a predominantly public-led planning system with active land policy from municipalities, towards a rather private-led system with a more important role for developers and investors. This new way of approaching large-scale area developments involves complexities which can lead to constraints in the pace of the development.

In order to offer a solution for the raising housing prices the aim of the Dutch government is to supply in more houses, since a growing supply in a normal functioning market may very likely reduce the augmenting prices. However just supplying houses on the outskirts of cities such as with the Vinex-locations does not fit in a future-proof and sustainable environment anymore. The focus is increasingly shifting towards inner-city developments. Building in the city offers a lot of advantages in comparison with developments outside the city boundaries. Interesting locations for inner-city redevelopments are so called brownfields. Deteriorated and obsolete industrial areas within the city are popular redevelopment locations, since it can improve the overall image of the city and it provides in an urgent need namely more houses in the city. Another name for brownfields which are transformed into (residential) neighbourhoods is function change locations. These areas can extensively be transformed towards new mixed-use neighbourhoods with diverse qualities. However inner-city redevelopments inherently involve disadvantages and constraints. One of them is fragmented ownership. On brownfields existing owners already have site ownership, which subsequently is fragmented over the entire area. Also speculative investors and developers may have bought themselves property, in anticipation on the redevelopment. This ownership situation is often more complex than on locations outside the city, so all the interests and motivations of the existing owners need to be taken into consideration prior to the redevelopment. If problems and issues occur due to the complex ownership situation the literature defines that as ownership constraints.

Before ownership constraints can be determined it is first necessary which stakeholders are important in an area that is going to be transformed. First of all the municipality is important, since they need to translate the national plans into concrete ideas in the city and consequently possess the (public) legal instruments in order to regulate on the redevelopment. The municipality is the most important governmental (public) stakeholder in an area, but also other public organizations may be relevant if they have site ownership in an area. Next to the public stakeholders there are private stakeholders. An important group of private stakeholders are developers and investors. These organizations initiate the plans and have the financial possibilities to translate plans into concrete developments. These stakeholders are important since they essentially translate the residential ambitions of the municipality in transformations areas. In some transformations the developers also possess a significant amount of site ownership. Secondly other private parties in an area are relevant stakeholders. This could either be owner-users, owners who actively run their business in the area. The primary interest of these stakeholders is to continue their business activity. On the other hand there are private stakeholders who own real estate as an investment and rent it to tenants. Broadly

this is the scale of stakeholders with site ownership on a brownfield, e.g. function change location. In relation to the redevelopment also facilitating parties such as foundations have an important role.

When the range of stakeholders can be determined, subsequently can be looked at how these stakeholders may eventually cause ownership constraints. Many scientific works have elaborated the existence of ownership constraints in different contexts. In relation to this research some of those constraints have been identified as well. First of all a constrain that appeared in many different cases is the constrain of multiple ownership. This is a situation where the process of a development is disrupted by the fact that multiple owners are apparent on that plot, this can for instance lead to plan damage claims. A second important constraint is retention for continued current use. This involves owner-users who are not willing to participate in the development if their business will suffer from that. Furthermore there may also occur potential free-riders that would like to take advantage out of the redevelopment without doing anything. Another important constrain is the several discrepancies between municipality and developer about topics as social housing, social amenities and public space. Also the difference in structure between the municipality and (commercial) developers leads to (ownership) constraints.

In order to prevent these ownership constraints from having a negative impact on the development feasibility of large-scale transformations, the literature provides four important strategies which are deployed in order to overcome the negative effects of ownership constraints. These strategies are plot development, organic development, developing apart together (DAT) and property aggregation. These different strategies essentially imply the capital intensiveness due to plots that are acquired and the costs of governance structures (for instance PPP's). Whereas plot development has the lowest capital intensiveness, property aggregation involves the highest capital intensiveness. On the other hand, it implies to what extent the 'coalition of the willing' can regulate on the project duration and the characteristics of the ultimate development. Hence more capital investment means more sophisticated governance structures, and that essentially means that there can be regulated more strictly on the characteristics and project duration. The choice for the strategy therefore is dependant of the ownership situation, attractiveness of the area and the term on which the redevelopment need to be finished. The coalition of the willing need to consider all those characteristics and subsequently need to determine which strategy appears to be convenient for the specific location.

These strategies are important instruments in order to overcome the negative effects of ownership constraints. However the strategies are broad and do not imply the concrete cooperation between the stakeholders. The relevant stakeholders jointly indicate that investing in interpersonal relations and finding alignment in collective goals and ambitions are considerably relevant for enhancing the success of existing strategies. When the stakeholders that want to initiate the redevelopment (e.g. the coalition of the willing) have more trust in each other, more sophisticated and comprehensive results can be booked. The close cooperation between stakeholders can imply various aspects. Furthermore several public and private parties need to understand the structure of each other. Municipalities for instance need to work in a less normative way, and developers need to consider that they also need to provide in social housing and public space. The better the relations and alignment between the several stakeholders will be, the better and more profound results can be made. So the strategies which are mentioned are an important way in order to approach the effects of ownership constraints, but the people behind the organizations need to book the results and they can make redevelopments (and hence the development feasibility) to a large success.

Table of contents

Colophon.....	II
Preface.....	III
Summary.....	IV
1. Introduction.....	1
1.1. <i>Research problem statement</i>	1
1.1.1. The housing crisis: a national crisis or a crisis for the large city?.....	1
1.1.2. Housing crisis: trends in large cities.....	2
1.1.3. Assessment of the Dutch planning system.....	3
1.1.4. Future proof developments: a shift towards urban inclusion rather than expansion.....	5
1.1.5. Ownership constraints: a challenge for urban redevelopments on brownfield areas.....	7
1.2. <i>Research goal</i>	8
1.3. <i>Research question</i>	9
1.3.1. Sub questions.....	9
1.4. <i>Relevance</i>	9
1.4.1. Academic relevance.....	10
1.4.2. Societal relevance.....	11
2. Literature review & theoretical framework.....	12
2.1. <i>Global assessment of area development in the Netherlands</i>	12
2.1.1. Area development in the Netherlands and pressure on the Randstad region.....	12
2.1.2. Definition of urban redevelopment.....	13
2.1.3. Two forms of urban redevelopment: restructuring and function change locations.....	14
2.2. <i>Relevant actors, organizations and stakeholders for urban redevelopment</i>	15
2.2.1. Developers.....	16
2.2.2. Landowners.....	16
2.2.3. Public sector.....	17
2.2.4. Remaining actors.....	18
2.3. <i>An assessment of property ownership and ownership constraints</i>	19
2.3.1. Property ownership in Dutch legal context.....	19
2.3.2. (Market)conditions for ownership constraints.....	20
2.3.3. The position of ownership constraints within the process of urban development.....	21
2.3.4. A challenging aim: development feasibility.....	23
2.4. <i>The practical implications of ownership constraints: appearance in practice</i>	25
2.4.1. Ownership unknown or unclear.....	26
2.4.2. Ownership rights divided.....	27
2.4.3. Land assembly required for development.....	28
2.4.4. Owner willing to sell but not on terms acceptable to potential purchasers.....	28
2.4.5. Owner unwilling to sell.....	28
2.5. <i>Cooperation between stakeholders and strategies preventing ownership constraints</i>	30
2.5.1. Public-private partnerships (PPP's).....	30
2.5.2. Strategies for tackling ownership constraints before economic crisis 2008.....	32
2.5.3. Relevant and currently used strategies for tackling ownership constraints.....	33
2.6. <i>Conceptual model</i>	38

3. Methodology	39
3.1. <i>Research philosophy and research approach</i>	39
3.1.1. Research philosophy	39
3.1.2. Research approach: qualitative research with explorative character	39
3.2. <i>Research strategy: the case study</i>	40
3.2.1. General elements of the case study	40
3.2.2. Case selection criteria	41
3.3. <i>Data collection and analysis</i>	43
3.3.1. Desk research & literature study	43
3.3.2. Actor analysis	44
3.3.3. Interviews	44
3.3.4. Data analysis	45
3.4. <i>Scientific strength of the research: validity, reliability and generalizability</i>	46
3.4.1. Reliability and internal validity	46
3.4.2. External validity: generalizability	47
4. The multiple embedded case study	48
4.1. <i>Embedded case study: institutional context Amsterdam and Rotterdam</i>	48
4.1.1. Amsterdam: institutional context and policy	48
4.1.2. Rotterdam: institutional context and policy	50
4.2. <i>Case selection</i>	52
4.2.1. Amstel III (Amsterdam)	52
4.2.2. Hamerkwartier (Amsterdam)	54
4.2.3. Feyenoord-city (Rotterdam)	56
4.2.4. Merwe-Vierhavens (Rotterdam)	57
4.3. <i>General actor analysis</i>	58
4.3.1. The municipality	59
4.3.2. Developers, investors and corporations	63
4.3.3. Owner-users	64
4.3.4. Foundations	65
5. Case Amstel III: a view to Amsterdam's new development approach	67
5.1. <i>Stakeholders and ownership situation</i>	67
5.1.1. Public sector	67
5.1.2. Developers	68
5.1.3. Other relevant landowners	69
5.1.4. Conclusion	70
5.2. <i>Ownership constraints in Amstel III</i>	70
5.2.1. Multiple ownership	70
5.2.2. Retention for continued current use	71
5.2.3. Retention for subsequent own development	72
5.2.4. Conclusion	75
5.3. <i>Strategies for obtaining development feasibility</i>	76
5.3.1. The strategic approach in Amstel III: DAT	76
5.3.2. The positive and negative aspects of DAT in Amstel III	77
5.3.3. How can the strategy in Amstel III be further enhanced	78
5.3.4. Conclusion	80
5.4. <i>Conclusion Amstel III</i>	80

6. Case Hamerkwartier: the classic approach on an attractive location	81
6.1. Stakeholders and ownership situation	81
6.1.1. Public sector	81
6.1.2. Developers	82
6.1.3. Other relevant landowners	83
6.1.4. Conclusion	84
6.2. Ownership constraints in Hamerkwartier.....	84
6.2.1. Multiple ownership.....	84
6.2.2. Retention for continued current use	85
6.2.3. Retention for subsequent own development	86
6.2.4. Remaining	87
6.2.5. Conclusion	88
6.3. Strategies for obtaining development feasibility.....	88
6.3.1. The strategic approach in Hamerkwartier: plot development	88
6.3.2. The positive and negative aspects of plot development in Hamerkwartier.....	89
6.3.3. How can the strategy in Hamerkwartier be further enhanced.....	90
6.3.4. Conclusion	92
6.4. Conclusion Hamerkwartier	92
7. Case Feyenoord City: a comprehensive redevelopment with a foundation as profound public-private- partnership.....	94
7.1. Stakeholders and ownership situation	94
7.1.1. Public sector	94
7.1.2. Developers	95
7.1.3. Other relevant landowners	97
7.1.4. Conclusion.....	98
7.2. Ownership constraints in Feyenoord City.....	98
7.2.1. Multiple ownership.....	98
7.2.2. Retention for continued current use	99
7.2.3. Retention for no specific purpose.....	99
7.2.4. Conclusion.....	100
7.3. Strategies for obtaining development feasibility.....	100
7.3.1. The strategic approach in Feyenoord City: property aggregation	101
7.3.2. The positive and negative aspects of property aggregation Feyenoord City	102
7.3.3. How can the current strategy in Feyenoord City be further enhanced	103
7.3.4. Conclusion.....	106
7.4. Conclusion Feyenoord City.....	107
8. Case Merwe-Vierhavens: transforming an old harbour area	108
8.1. Stakeholders and ownership situation	108
8.1.1. Public sector	108
8.1.2. Developers	109
8.1.3. Other relevant landowners	109
8.1.4. Conclusion	110
8.2. Ownership constraints in M4H	111
8.2.1. Multiple ownership.....	111
8.2.2. Retention for continued current use	111
8.2.3. Retention for subsequent own development	113

8.2.4. Conclusion	113
8.3. <i>Strategies for obtaining development feasibility</i>	113
8.3.1. The strategic approach in M4H: organic development.....	114
8.3.2. The positive and negative aspects of organic development in M4H	115
8.3.3. How can the current strategy in M4H be further enhanced	116
8.3.4. Conclusion	119
8.4. <i>Conclusion M4H</i>	119
9. Conclusions, discussion and reflection.....	121
9.1. <i>Conclusion</i>	121
9.2. <i>Discussion</i>	130
9.2.1. Reconsiderations about the used theories.....	130
9.2.2. Reconsiderations about the methods.....	132
9.2.3. Reconsiderations about the context.....	133
9.3. <i>Recommendations for further research</i>	134
10. Recommendations for practioners	136
Bibliography	138
<i>Personal communications</i>	143
Appendices.....	144
A. <i>Interview data and respondents</i>	144
B. <i>Interviewguide municipality</i>	145
C. <i>Interview guide developer</i>	148
D. <i>Coding scheme Atlas.ti</i>	151
E. <i>Photos site visit</i>	192
Amstel III.....	192
Hamerkwartier	193
Feyenoord City.....	194
M4H.....	195

1. Introduction

1.1. Research problem statement

The central theme in this thesis will be transformations on (derelict) business- and industrial areas (brownfields), with a primary focus on fragmented ownership in relation to those new developments. In doing so the real estate market of the Netherlands, and specifically Amsterdam and Rotterdam, will be the central location to conduct the required data for the analysis for this research. These two cities collectively have been selected, since these cities are of a comparable size and population, and results in this thesis will eventually not be dependent on the context. In this way a broad and general image can be obtained which is more representative.

Before this thesis can examine about issues related to fragmented ownership, it is primarily important to set the context for the occurrence of these problems. This introduction consequently will provide an examination about housing problems in large cities, and a brief description of the shift in spatial planning in Dutch context before the subject matter of fragmented ownership will be elaborated. All in all this research problem statement will provide an examination about housing problems in large cities, followed by an assessment about the planning system in the Netherlands and its recent history. After the assessment the current policy goals of inner-city transformations rather than urban expansions will be examined, alongside with a first introduction of associated ownership constraints. In the continuation of this chapter the research problem will be clear, alongside with the research goal and research question, and the academic and societal relevance of the research.

1.1.1. The housing crisis: a national crisis or a crisis for the large city?

This thesis will put its focus on the housing market of Amsterdam and Rotterdam. Before the focus will be put on these cities, first some numbers and trends will be provided about the Dutch housing market. One of the most topical and pertinent challenges for the Netherlands, namely, is the housing crisis. Estimations say that the Netherlands has a shortage of 331.000 dwellings as of January 2021 (Visser, 2021). This forces politics to set ambitious goals of 100.000 to 120.000 houses a year (Visser, 2021). This enormous challenge puts a lot of pressure on (local) governments such as municipalities and private parties such as project developers. Consequently the market is demanding for more direction from the national government (Financieel dagblad, 2019). Next to the pertinent shortage of housing, other challenges such as climate change are demanding more attention in the production of new dwellings. So not only there must be realized large amounts of dwellings each year, they also must align with the highest standards of sustainability and meet with new nitrogen regulations (Rijksoverheid, 2021). Although this is increasingly necessary, all these factors combined make the housing challenge in the Netherlands, a small and densely populated country, even more complex.

Although the housing crisis as stated above is on national level, the housing shortage is not divided equally over the country. The high demand for housing and associated high prices focus on the Randstad region and some other large cities in the Netherlands. Specifically Amsterdam and Rotterdam are far above the national average. This is explainable since these city regions offer the most employment opportunities, and people eventually want to live in the proximity of their job (Oevering, 2019). Furthermore international companies have their headquarters (which are based in the Netherlands) predominantly in Amsterdam and Rotterdam due to the presence of the large main ports Schiphol and the Port of Rotterdam. This creates an influx of international expats as well. Consequently this creates a significant other pressure, in terms of housing, on large cities as Amsterdam and Rotterdam than on other rather moderate places in the Netherlands.

The housing crisis, thus, is more pertinent in cities such as Amsterdam and Rotterdam than it is at a total national scale. By the same token these housing problems in large cities are not only applicable for the Netherlands, but can be applied in other cities in countries as well. The attractiveness of capital cities with main ports and subsequently a lot of (international) offices and companies are attractive and create a significant other pressure on the housing market than national averages. For instance European cities with approximately a comparable size as Amsterdam and Rotterdam, such as Stockholm, Copenhagen and Vienna, are facing comparable problems in terms of housing shortages and prices (Alqaralleh & Canepa, 2020). These cities are placed in the national average, but fiercely need to be examined as individual entities. In order to examine the 'large city' as an entity, this thesis will put its focus on the housing market of Amsterdam and Rotterdam. Since problems which are applicable in these cities can more appropriately be determined by trends and challenges that are apparent in other large cities, rather than trends and factors at national level. The approach in this thesis will therefore primarily put its focus on trends and challenges in 'the large city.'

1.1.2. Housing crisis: trends in large cities

As concluded in the previous paragraph, trends and challenges that are facing large cities align with the challenges in Amsterdam and Rotterdam as well. This paragraph will provide some important challenges which are applicable for large cities.

The last couple of years the demand for residential housing in Amsterdam and Rotterdam has gone beyond the supply of residential real estate. This intangible demand has led to rising house prices and accordingly even an exodus of local inhabitants, mostly middle-class (van der Krabben, 2018). Those people are moving to cities in the proximity with considerably lower housing prices, for instance Purmerend, Amstelveen and Almere (for Amsterdam residents) and Barendrecht, Ridderkerk and Vlaardingen (for Rotterdam residents). These problems, however, are not only applicable for the cities Amsterdam and Rotterdam, but many large cities are coping with the same kind of problems. Rising housing prices in large cities are putting the affordability of housing at stake, and make the housing market pretty much inaccessible for weaker groups, such as newcomers, middle- and social housing (van der Krabben, 2018). As concluded in the previous paragraph these characteristics can also be applied for other large (European) cities (Alqaralleh & Canepa, 2020; Canepa, Zanetti Chini & Alqaralleh, 2020).

For large cities some trends with regard to urban development have been designated to be of considerable relevance. First of all large cities are increasingly facing a shift towards a more so-called 'buy-to-let market.' This buy-to-let market leads to the situation in which large investors buy a certain extent of residential dwellings and subsequently rent these dwellings to possible tenants (Sprigings, 2008; Buitelaar & Schilder, 2018). The buy-to-let market in large cities can for a substantial extent be blamed for the rising housing prices, including Amsterdam and Rotterdam. Private investors buy properties for renting them out to the already overheated housing market. In practice this implies an unfair competition between investors with big financial assets versus starters or people with low incomes who must seal-off mortgages (Buitelaar & Schilder, 2018). Furthermore this creates the effect that the rent levels in large cities will increase significantly. In this way newcomers to the housing market cannot compete to the financial power of these large investors and developers (Aalbers, 2017). The buy-to-let market provides almost 15% of the total supply of housing in Amsterdam for instance (NVM, 2017). The forecast is that this figure will only more increase in the following years, since real estate increasingly becomes an interesting investment asset for investors in times with low interest rates. Subsequently the buy-to-let market is even more stimulated because of large international investors (van der Krabben & Heurkens, 2012; Aalbers & Haila, 2018; Dallas & Koh, 2017). Investors, whether international or domestic, are able to invest considerable amounts

into real estate properties in large cities (Haila, 2016). The buy-to-let market thus will be further enhanced by the big financial assets of international investors, who are dominating the real estate market in large cities more and more. Moreover the problem of (illegal) rent of apartments by online marketplace company Airbnb seems to further exacerbate the problems concerning the shortage of housing supply, especially in Amsterdam which is a popular tourist destination in Europe (van der Zee, 2016).

So Amsterdam and Rotterdam are subject to housing challenges which are more applicable and comparable with other large cities. Housing prices are rising and still augmenting, which leads to major challenges for local residents especially in the lower income segments. The playing field in which large cities such as Amsterdam and Rotterdam are finding themselves, are causing issues towards sustainable real estate redevelopment. Ambitions of governments and project developers show that new developments need to be sustainable and preferable need to be kept within the city boundaries as much as possible, in order to prevent large cities to expand even more and bringing all associated negative effects of these expansions. This sustainable redevelopment needs to be realized in the regarding the current challenges which large cities are facing. However urban redevelopments in the form of inner-city transformations seem to be a solution to make cities more sustainable and prevent already large cities to expand even more. Before this will be further examined, first the context about the Dutch planning system will be provided, in order to put this starting position in a better perspective with the addition of some relevant context.

1.1.3. Assessment of the Dutch planning system

With a population of nearly 17,5 million people the Netherlands is one of the most densely populated countries in the world, and moreover one of the most urbanised countries in the world. The urgency for a solid spatial planning system therefore is of major importance, concerning first of all in providing sufficient housing for its inhabitants, and secondly creating and preserving spatial qualities. However the way the Dutch manage their spatial planning currently, differs significantly from the way they did before the economic crisis in 2008, which ignited a major overhaul in the Dutch approach of spatial planning. A brief overview of the evolution of the Dutch planning system will be provided in this paragraph.

The Dutch planning system is widely known, admired and for a long time considered as one of the best planning systems in the world due to its high ambitions and achievements (Needham, 2014). In this context the Netherlands had often been called the 'planners paradise.' But is that label still contemporary? The planning system in the Netherlands, namely, has evolved considerably during the last decade. Since the financial crisis of 2008 questions have been raised how the future role of the government to real estate development should look like. Essentially the planning system in the Netherlands used to be rather public-led. Within this process the Dutch municipalities and other governmental institutions on different scales were the leading players (Needham, 2014). The municipalities first acquired land and subsequently provided development sites of all necessary public infrastructure, like for instance roads and sewer systems. Subsequently after this process the municipalities 'tendered' their plans to project developers. At this moment developers came into play, they are merely experts on the development of (predominantly) housing and mostly kept away from the decision-making process. The role of developers in this situation was reactive. Concepts for the strategy which long have been executed in the Dutch planning system are 'pro-active planning' or 'active land policy.' Distinctive characteristics in these developments that were predominantly public-led were large scale developments as well on greenfield as on brownfield land, and subsequently the comprehensiveness of developments (Buitelaar & Bregman, 2016). Large developers, investors or other financial institutions were speculating whether municipalities wanted to acquire land where

they want to initiate new developments. In doing so they acquired low value agricultural land and eventually sold it for a higher residual price to municipalities (de Regt, 2003). This 'value-raising' with public money became increasingly objectionable.

Nevertheless the biggest trigger of the shift of the strategy of the spatial planning system in the Netherlands was the financial crisis of 2008. The strategy of active land policy turned out to involve high risks, which were exposed painfully during the economic crisis. The practice showed that a lot of Dutch municipalities acquired large plots of land, targeted at providing future residential developments. However due to the financial crisis the demand for housing fell rapidly, and the municipalities remained stuck with large parts of land which they bought for a high price but accordingly remained undeveloped (Nieuwsuur, 2012). Municipalities therefore drastically needed to cut in their municipal funds, which came to a lot of critics from both experts and citizens. The large plots of land that had been acquired by municipalities were predominantly situated on the outskirts of the cities, meant for large comprehensive developments on the edges of the city. So called 'Vinex-locations' are perfect examples of these urban expansions. Besides the risky strategies of municipalities, also banks became increasingly unwilling to provide any more loans for urban developments. Accordingly developers needed to invest more own equity into their development projects which led to inappropriate situations as well (de Zeeuw et al., 2011). The conclusion rose that these large comprehensive developments were outdated, and subsequently things should fundamentally change in the Dutch planning system. This has led to fact that municipalities stepped away from their traditional way of active land policy, involving large comprehensive projects predominantly on the outskirts of cities. The shift has been made towards a more organic and private-led approach of urban development within the boundaries of the city, more comparable with Anglo-Saxon countries such as the United Kingdom and the United States.

Although the economic crisis inevitably caused severe problems for the Dutch housing and real estate market, it also provided new opportunities in order to revise the traditional planning system, which has failed plainly. Both public and private actors in the development process needed to embody different roles during the process. According to Heurkens (2012) the free market economy is taking its leading role, instead of the public bodies such as the municipalities. This involves a shift from a public-led system to a more private-led system, which is very common in Anglo-Saxon countries as the United States and the United Kingdom (Heurkens & Hobma, 2014). The government thus has a more facilitating role than before the economic crisis and leaving the initiative to the market, which hence will be the focal point for urban development. In the Netherlands this is called 'uitnodigingsplanologie' (planning by invitation'). Leaving urban developments to the market implies that public and private actors need to collaborate more intensively, and that asks for a different completion of institutional roles. Common constructions in which these collaborations can be formed are public-private partnerships (PPP's) or joint venture partnerships (Muñoz Gielen & van der Krabben, 2018). *'The crisis of 2008 arguably has shown (rather than caused) that the large scale and interconnectedness of urban development have created a tightly coupled system in which a shock in a certain part travels to other parts and causes a whole system to shock'* (Buitelaar & Bregman, 2016, p.1). Organic forms of urban development, with an open-ended plan, a larger role for private actors and an enabling role for the government, are better at allowing for adapting for changes. This revision and new vision on urban development is called 'incremental development.' The emphasis in incremental development, besides the shift to the market, implies also that developments will become smaller of scale and not necessarily need to be executed with a clear 'end-product' (Buitelaar et al., 2012). This organic process improves the flexibility of either municipalities as developers in the context of a potential new crisis, because it will prevent parties from buying large plots of land which involves quite high risks. Furthermore it improves the amount of new ideas

during the development process which creates more spontaneous cities. Nevertheless municipalities are still actively involved in urban development, but in another way. Practically this implies that municipalities can formulate requirements and restrictions for new projects, since they still possess the legal power by means of several relevant instruments. This could possibly impede with the initiatives of market parties. These contradictions with incremental development need to be solved in order to prevent the complications which have been occurred during the financial crisis.

The economic crisis of 2008 caused a significant policy change for urban development in the Netherlands. Traditional ways of planning with an active role for municipalities involved higher risks, which offered opportunities for private parties such as developers. Furthermore large comprehensive planning projects on the outskirts of the city have been replaced with organic development, preferably within the city boundaries. This shifted interest for urban developments within the city boundaries, and transformation rather than expansion will be examined in the next paragraph.

1.1.4. Future proof developments: a shift towards urban inclusion rather than expansion

One of the biggest and most relevant challenges of (local) governments is to develop attractive places where people feel comfortable to live. In other words municipalities must challenge 'default urbanism', a process which Adams & Tiesdell (2013, p. 202) describe as: *'the kind of second-rate places which emerge sporadically and spontaneously, when no-one has consciously tried to do better.'* Good examples of places that are the result of default urbanism are repetitive greenfield housing estates, with few facilities, short-life retail warehouses, scattered around suburbia, and city-centre developments that pay no heed to their surroundings. Outcomes of default urbanism function very badly and impede social and economic interaction, with low visual appeal (Adams & Tiesdell, 2013). Previously mentioned in this thesis, Vinex-areas perfectly represent the Dutch practice of default urbanism in the way Adams & Tiesdell (2013) describe the concept. Municipalities therefore are keen to strongly reduce the saturation of all these low integrated and unattractive developments on the scarcer greenfield areas around cities.

The Dutch government, whether national, provinces or municipalities, must look options to make sure they cultivate these new developments in a desired way, and embed this in their policies. Due to large developments on big plots of greenfield land cities have already largely expanded, for example with the mentioned Vinex-locations. Where projects and new developments were primarily initiated on brownfield land, cities have coped with developments which eventually almost entirely were realized on greenfield land (Lord et al., 2015). This is explainable, since greenfield developments usually involves higher profit for developers. Costs are lower since acquiring costs are low because agricultural land has a lower value, and additional costs such as dismantling practices are not necessary as well. Subsequently developers could build in higher volumes, which makes them able to build in higher volumes and eventually leads to higher revenues. Pure financially it is reasonable that most developers were keen to initiate developments on greenfield land.

Nowadays policies (national, provincial and municipal) are aiming to keep these urban developments within the boundaries of the city as much as possible. So called 'inner city developments', 'urban transformations' or 'urban redevelopments' will especially be initiated on business- and industrial areas that (to some extent) are subject to obsolescence (Sturm, Heurkens & Bol, 2014). This is what the literature designates as 'brownfield developments.' This results from a sustainable approach towards urban redevelopment, often referred to as 'Smart Growth' (Daniels, 2001). So new residential developments preferably need to be initiated on derelict sites within the boundaries of the city instead of transforming greenfield agricultural land outside the boundaries of the city which causes an even bigger expansion of the city. In this way the greenfield and natural land outside the

city can be preserved in a better way, which is an important quality for a city. Subsequently the already built-up areas within the city can be better capitalised, which also contains a major improvement of the quality of cities (Buitelaar et al., 2008; Sturm et al., 2014). Other large advantages are that inner-city developments align better with existing public transport hubs, and keep important amenities within the city as well which enlarges the purchasing power of a neighbourhood and even an entire city. In addition to these advantages, inner city developments on brownfield land can also prevent a range of negative effects of urban expansion (on greenfields), like for instance urban sprawl, congestion and associated environmental issues.

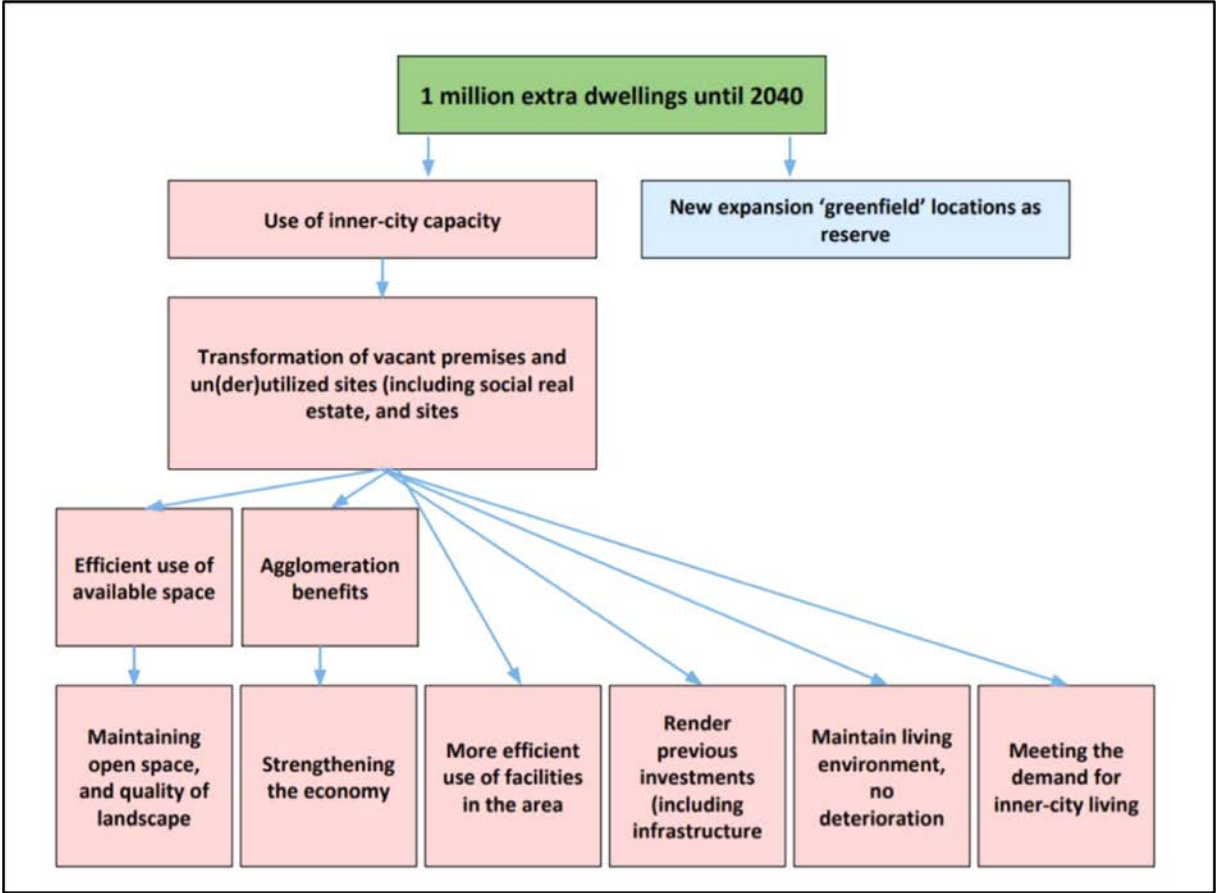


Figure 1: transformation of existing city. From Oostdam, 2020, p. 2. Adapted from: Duinen, Rijken & Buitelaar, 2016

Policies in the Netherlands, whether they are national, provincial or at municipal level are all prescribing that new developments preferably need to be within the city boundaries. In the negotiation process in anticipation to new projects this is an important criterium for municipalities to provide legal support. The focus therefore lies on urban transformation and urban inclusion. As figure 1 of van Duinen, Rijken & Buitelaar (2016) shows, is that until 2040 the Netherlands need to initiate about a million new dwellings within the inner-city capacity, preferably by transformation of vacant or un(der)utilized premises. The bottom row shows some major advantages of inner-city redevelopments rather than expansive developments. First of all the open space outside the city will be maintained. Secondly the local economy of the city will be strengthened, which is important for local entrepreneurs. Subsequently it also endorses with all facilities and amenities which are already in the area. Besides that inner-city redevelopments also render previous investments, such as infrastructure for instance. Another important advantage is that inner-city redevelopments maintain the quality of the city, so deteriorated places can be addressed and improved. And last but not least an important reason is that people are keen to live in cities, so it furthermore meets the large

demand for housing in cities. Inner-city redevelopments, preferably on brownfield land, have very significant advantages, which make them considerably important regarding the housing challenges in the Netherlands.

So all in all a serious option to anticipate on the growing amount of housing need is the possibility to use brownfield land for urban redevelopment. And like already mentioned, beside the fact that these urban redevelopments anticipate on the growing demand for housing, they improve the image of the inner city as well. Since these urban redevelopments are often initiated on derelict and deteriorated industrial, business or residential areas close to the city centre, they thus provide also a better image for the city (Buitelaar et al., 2008; Sturm et al., 2014). If you look at these aspects of urban redevelopments they seem the perfect solution for the anticipation of housing need and moreover an improvement of the image of the city. Although idealistically it seems a flawless solution to anticipate on the high demand for new housing, these urban redevelopments unfortunately have some downsides. These redevelopment projects are namely involving a higher amount of risks due to many circumstances which make these redevelopments more expensive. Ultimately the challenge to build even more residential housing within the boundaries of the city, and the associated urban transformations are rather complex (Buitelaar et al., 2008). One of the most significant constraints, considering these urban redevelopments, is the complex property ownership structure, which in most cities is genuinely dispersed (Adams, 2004). These ownership constraints are causing high land prices and associated delays. The fact that these urban transformation developments are not always profitable can for a certain extent be declared due to these so-called ownership constraints.

1.1.5. Ownership constraints: a challenge for urban redevelopments on brownfield areas

Like already briefly mentioned in the previous paragraph urban redevelopments are to a very large extent an expensive investment. Now the context has been examined and elaborated, the primarily focus of this thesis will be examined. Among others the ownership structure and its associated constraints play a significant role in these high prices for urban redevelopment. This paragraph examines what role they play in modern day urban redevelopments.

Many scientists and commentators who have thoroughly examined the entire process of development have pointed out ownership behaviour as a potentially significant constraint for urban redevelopment (Adams et al., 2001; Buitelaar et al., 2008; Carmona et al., 2010; Adams & Tiesdell, 2013). This can be declared by several factors and the nature of the real estate market. First of all the acquisition costs of the properties in the city are significantly high. This implies that there are higher financial risks at stake, which causes governments to leave these developments to private development agencies (Buitelaar & Segeren, 2008). However help of municipalities is either way necessary, since they most of the time possess the legal power to change land use structures in the zoning plans. Nevertheless within urban transformation projects the price of land acquisition is high, since the land value in the new situation is already very close to the old situation. In addition to for example new expansive developments on the edge of the city boundaries, where developers acquire low value (often agricultural) land and then raise the value due to the residential land use function (Adams & Tiesdell, 2013; Buitelaar et al., 2008). This form of speculative housebuilding and buying low value greenfield land on the edges of the cities has always been a very common strategy (Adams & Tiesdell, 2013; Adams, Watkins & White, 2005). Accordingly the disproportionate difference in land value between agricultural greenfield land and already built-up brownfield land make urban redevelopments less valuable than for instance new developments outside the city boundaries. The complex division in ownership and property rights in inner cities and the low residual value that the new developed land composes makes these urban transformation projects less profitable and associated with higher (financial) risks.

Ownership constraints for redevelopments on inner city brownfield locations will be the central theme. As can be concluded cities in the Randstad region, including Amsterdam and Rotterdam, due to the large pressure on the housing market want to provide more residential housing (Hobma, Heurkens & van der Wal, 2019). As stated in the previous paragraph (obsolete) business or industrial areas, or so-called brownfields, appear to be a convenient solution for these developments to take place. However, property ownership is fragmented, the municipality does not own any of the land, but there are sites which are owned by actors who have the ambition to initiate development. This raises questions like, do municipalities actively need to acquire land (which they preferably will not do)? Is an organic way of development a suitable approach? Can private parties take the initiative in large-scale brownfield developments? And how do municipalities deal with the existing businesses and entrepreneurs, the so called 'owner-users'? Fragmented site ownership and associated constraints can lead to a severe impediment of redevelopment of old industrial or business areas. In this thesis fundamental questions like these will be answered, by the in-depth research of four large-scale redevelopment sites in Amsterdam and Rotterdam. This thesis will accordingly look at in what way the ownership constraints impede with initiated urban redevelopments in the Amsterdam and Rotterdam urban areas, and how the relevant stakeholders work in trying to overcome these constraints as much as possible. In doing so this thesis aims to provide information how other Western planning system can learn from the practice of urban redevelopments in the Netherlands.

1.2. Research goal

In this paragraph the research goal will be set up and further elaborated. The research goal in this thesis reads as follows:

“The goal of this research is to gain knowledge and reflect about the effects of ownership constraints in relation to urban redevelopments on function change locations in Amsterdam and Rotterdam, in order to, eventually, determine which strategies relevant stakeholders deploy in order to overcome these constraints and accordingly achieve development feasibility.”

As stated in the research problem statement paragraph the responsibility of the urban redevelopments currently is for the private developers in collaboration with municipalities. In this collaboration they clearly need to make agreements in order to realize the development in a desired way for both parties. The main necessity concerning urban redevelopment projects is land. Eventually the owner of the land determines what will happen on that piece of land, albeit according to the legal rules which are applied in the different countries. In most large western cities the land is subject to many different owners, accordingly this implies a high fragmentation in terms of land and property ownership (Buitelaar et al., 2008). These highly fragmented ownership situation is turned out to be an important obstacle for many urban redevelopment projects (Adams et al., 2001; Kolpron 2000; Louw & Wigmans, 2004; Carmona et al., 2010; Adams & Tiesdell, 2013). In the entire process of development, they can have a major impact on the feasibility of redevelopment projects. Practical results from the impact of fragmented ownership and associated constraints towards the feasibility of a project can be that projects are delayed, sometimes (partly) unfinished and involve very high financial risks. If current owners are reluctant to sell their plot to the party that wants to redevelop, these parcels only can be obtained by considerable numbers of acquisition costs. This is only one of the potential ownership constraints, which will further be examined and explained in the theoretical framework of this thesis. Nevertheless the inevitable troubles that ownership constraints are causing, in times that there is a significantly high demand for new residential real estate and especially within the city boundaries, makes the research potentially interesting for governments, developers and consultants which are involved in urban redevelopments. Furthermore the strategies and recommendations about how relevant stakeholders deal with ownership constraints in an area

which urgently needs new supply of housing, could be very interesting. The main goal of this research thus is to gain insight about relevant ownership constraints, and identify strategies and other recommendations on this practice in order to achieve development feasibility and desired outcomes for all parties involved.

The relation between the ownership constraints and the urban transformation has certainly not been neglected in the existing literature, however it could use some updates and a more in-depth focus on a specific scale. From the big researches one of the most recent has been conducted more than a decade ago, and never the specific locations in Amsterdam and Rotterdam have been examined. In this perspective this research puts an old (but still very contemporary) problem in a new perspective. This will be further elaborated in the relevance paragraph.

1.3. Research question

In order to achieve the previously mentioned goal, a research question and sub questions have been formulated. In this segment the research question will be provided. The following research question has been formulated:

“To what extent do ownership constraints determine the feasibility of urban redevelopment on function change locations in Amsterdam and Rotterdam and which strategies are used for preventing negative effects of ownership constraints?”

With this research question this thesis will examine the existing significant ownership constraints in the context of the planning system in the Netherlands and related to the urban areas of Amsterdam and Rotterdam, which both can be characterised as large cities in both Dutch and European context. Accordingly the research tries to determine how these constraints influence on the entire development process, and feasibility specifically. The research question remains short and open. In this way it enables the researcher to expose the subject from many different sites. The further demarcation of the question will be shown in the sub questions. The sub questions allow the researcher to look at specific aspects of the issue of ownership constraints.

1.3.1. Sub questions

1. Which stakeholders are involved in the redevelopment process, to what extent they have ownership and what is their role in relation to ownership constraints?
2. Which ownership constraints in relation to fragmented ownership can be distinguished in Amsterdam and Rotterdam, and which problems appear to be the most obtrusive?
3. Which strategies are used in order to prevent negative influence from ownership constraints on the development feasibility, to which extent do these strategies appear to be successful and how can these strategies be further enhanced?

These sub questions are being composed in order to cover up the entire theoretical framework. The examination and elaboration of the concepts mentioned in the sub questions will be worked out more in-depth in the theoretical framework (Chapter 2). Additionally a conceptual model will be composed in order to visualize the structure of the research and to show how all concepts are linked with each other and where they can be placed into the broader perspective (paragraph 2.6).

1.4. Relevance

The research problem statement already provided a brief overview of the perception of the Dutch planning system, urban transformation projects as an anticipation on the growing demand of houses and how ownership constraints can impede with urban redevelopments. In this relevance section will be explained why this research could be relevant for the branch, with all associated challenges but

furthermore also how it could be relevant as a contribution to science. In doing so the academic and societal relevance will be discussed.

1.4.1. Academic relevance

The main academic aim of this master thesis is to fill up a knowledge gap in the already existing literature. In the academic literature the most works considering ownership constraints in relation to urban transformation projects are not contemporary and likely to be (slightly) outdated. For instance the works of Buitelaar et al. (2008), Adams et al. (2002) and Adams et al. (2001) who conducted rather similar works about the relation of ownership constraints and the associated problems in relation to urban residential redevelopment. However, both researches have been conducted quite some years ago already, namely the work of Buitelaar et al. (2008) more than ten years ago and the work of Adams et al. (2001) and Adams et al. (2002) almost twenty years ago. Also important works considering ownership constraints of Adams et al. (2002), Kolpron (2000) and Louw & Wigmans (2004) are quite some time ago and likely to be outdated (to some extent). The conclusion can be made that since that time a lot of things happened like for instance the economic crisis and the ongoing effects of the Covid-19 crisis. To that extent the way of approaching real estate development have been changed. Due to the financial crisis the systems of real estate development in many European countries have been examined and changed in order to prevent associated financial risks. In this perspective the influence of ownership constraints on residential real estate development and the character of these problems could be changed as well, compared to ten or twenty years ago. Therefore a new assessment of these constraints in relation to the urban transformation projects could provide a necessary update and addition to the existing literature. Furthermore Adams et al. (2001, p. 453) state that: *'Of all the recognised constraints within the development process, ownership has long remained the most elusive.'* So continually, any research which can provide more information in order to overcome these constraints and to better understand the character of these constraints, is a relevant addition to the existing literature.

Subsequently this thesis will be unique since it will be completely conducted in the Amsterdam and Rotterdam urban areas. Most researches (Buitelaar et al., 2008; Adams et al., 2002) have been conducted in multiple cities in a specific country. Adams et al. (2002) for example have conducted their research in 4 British cities, and Buitelaar et al. (2008) have conducted their research in 8 Dutch municipalities. Because this research is just focussing on two large Dutch cities, it will give a more in-depth overview for these real estate markets specifically. Hence it can provide information to a significant number of European cities which cope with the same kind of problems, and subsequently for the Dutch stakeholders as well. Furthermore the emphasis will be, rather than the mentioned works of Buitelaar et al. (2008) and Adams et al. (2002), be on large-scale urban redevelopments. So not only the location but also the scale will be a new element in this thesis, and could therefore contribute to the existing literature.

Ultimately this thesis can have a contribution towards the problems concerning housing issues and associated financialization. As concluded from the introduction large cities are facing rising housing prices which for a certain extent be declared due to the buy-to-let markets, often in relation with powerful investors and developers. This thesis can therefore deliver some additions to literature about large cities and problems with the supply of new residential dwellings (Springs, 2009; Buitelaar & Schilder, 2018; Aalbers & Haila, 2018), and their financialization (Aalbers, 2016). Problems in popular large cities with large powerful, and often international, investors who buy houses with buy-to-let strategy can be enhanced by new insights of this thesis and could therefore deliver relevant contributions to the existing literature.

1.4.2. Societal relevance

Urban redevelopments are carrying a considerable societal relevance. Like already discussed in the introduction of this thesis, nowadays the demand for new residential housing is high. To comply with the high demand for housing all measures which can be taken to anticipate on this growing demand are relevant. Transformations or urban redevelopments in inner cities accordingly have a favourable position for these new residential developments. Since the urban developments do not need new space outside the boundaries of the city, which often is greenfield land, they also possess a more environmentally friendly character. Subsequently negative consequences of greenfield development as default urbanism, urban sprawl and other associated consequences as congestion can eventually be prevented. Brownfield developments therefore are carrying fewer negative effects for the surrounding of the city, and in doing so policy makes try to keep the supply of residential housing within the boundaries of the city as much as possible. So urban redevelopments are anticipating on the rising demand of residential housing, and furthermore preserving the surrounding green area of cities (Buitelaar et al., 2008). In analysing the influence of ownership constraints on urban redevelopments, this thesis is aiming to smoothen the way to establish urban redevelopments quicker and with less financial risks.

All in all there can be stated that urban redevelopments are in favour of the entire population of cities. Old derelict areas will be transformed to new and sustainable residential areas. After all the cities will become more vibrant, liveable and nowadays also more sustainable (Sturm et al., 2014). So besides anticipating on the growing demand for houses also the image of cities will be stimulated. In analysing the redevelopment projects in Amsterdam and Rotterdam, two large cities in Europe, this thesis will look in how the developments will cope with the existing ownership constraints. This thesis will accordingly look how other comparable cities in Europe and the world can learn from the practice in the Dutch context of Amsterdam and Rotterdam.

In addition to enhancing insights about theories considering large financial investors and their associated buy-to-let strategies, it also has practical implications. If the housing market in large cities can be better visualized and examined it could provide information for other large cities with comparable problems as well (Buitelaar & Schilder, 2018; van der Krabben, 2018; Aalbers & Haila, 2018). In that case it could provide recommendations for other large cities with similar problems.

2. Literature review & theoretical framework

In this chapter, important concepts, theories and facts that are central in this thesis will be introduced, examined and discussed. This chapter will consequently be the base and the framework on which the continuation of this thesis will be based. The build-up of this chapter is as follows. First some global context will be provided about area development and urban redevelopments. Subsequently important actors and stakeholders will be determined. After this, the place of this thesis within the process of (re)development will be examined, where important concepts such as development feasibility will be elaborated. Continuously, ownership in Dutch legal context and some important ownership constraints will be distinguished and explained, based on the literature. Finally some concepts about cooperation, between public and private organizations will be given, ultimately followed by the composition of the conceptual model. This conceptual model gives a clear and convenient overview of the concepts that have been discussed, and in doing so it makes clear what will be the theoretical approach of this thesis.

2.1. Global assessment of area development in the Netherlands

In this paragraph a global assessment of area development in the Netherlands will be made. This will subsequently be followed by a definition of urban redevelopments, and distinction between different approaches of urban redevelopments.

2.1.1. Area development in the Netherlands and pressure on the Randstad region

First of all a brief examination about area development in the Netherlands. In the research problem statement some emphasis already has been put on the Dutch planning system, and the subsequent strive to initiate new developments as much within the city boundaries as possible. This strategy, namely, involves several advantages in comparison with urban expansion or greenfield developments. The housing crisis in the Netherlands contents that a lot of new residential dwellings need to be initiated. Among scholars and politicians there is consensus that at least 700.000 houses need to be built in the following 10 years (Fokkema, 2017). Area development in the Netherlands were traditionally been based on so called 'ontwikkelingsplanologie' (in the follow-up of this thesis: 'planning by development'). Within this traditional approach plans were blueprinted prior to the development and subsequently potential project developers were sought to eventually realise the blueprinted plan. The government was for a large extent controlling the development, in collaboration with other parties, which were predominantly developers (Needham, 2014). As follows from the research problem statement, the traditional approach of spatial planning has made place for a new consensus towards spatial planning. This new consensus can be described as 'uitnodigingsplanologie' (in the follow-up of this thesis: 'planning by invitation;'). In this approach the role of the government has shrunken and has a more significant role for the market (Buitelaar et al., 2012; Heurkens, 2012). The government now drafts the main outlines, which will subsequently be executed by the project developers. Compared with planning by development, planning by invitation is more focused on the demand side of the real estate market.

The increased role of the market, and the subsequent reticence of the government has led to an augmenting pressure of various regions and cities in the Netherlands (Buitelaar et al., 2012). The demand for housing, thus, is focusing on specific parts of the country. The region with the highest pressure and demand for housing is the Randstad region, the region with the four largest cities Amsterdam, Rotterdam, The Hague and Utrecht. The heatmap in figure 2 shows this rather uneven division of housing prices and housing transactions in the Netherlands.



Figure 2: Heatmap of the housing market in the Netherlands 2019 (Source: Bouwfonds Property Development, 2019)

Figure 2 is about the number of transactions of houses per municipality in the Netherlands. The content that has been used to establish this model, is the number of housing transactions and housing sums in 2018 and the household development until 2027. Subsequently the blue colour is the lowest possible number of transactions and red colour the highest. The Randstad region, as the figure shows, is almost entirely red marked. This shows the complexity of the situation in, among others, Amsterdam and Rotterdam and its surroundings. Accordingly this situation is asking for a clear view and smoother processes in order to meet the demand in a rather short number of time. The need to overcome ownership constraints therefore is of considerable importance.

2.1.2. Definition of urban redevelopment

Whereas the previous paragraph put its focus on the integral concept of area development, this thesis will put its focus especially on inner city transformations, or also called urban redevelopments in a broader context. Therefore it is relevant to distinguish a clear definition of this concept. How does the literature actually define urban redevelopments, and how can the term 'urban

redevelopment' be seen into the broad perspective of spatial planning? This paragraph will provide a brief definition of urban redevelopment which will be used in the entire content of this thesis.

'Urban redevelopment' is a very common used concept in the literature concerning spatial planning and other associated articles. However there are no clear definitions of the concept. Many scholars will use the term in the way they think it aligns the best with their own work. Furthermore not many definitions have been provided by the literature. One definition turned out to be suitable to cover the essence of what urban redevelopments are, and has been composed by Pfreztschner (1995). Pfreztschner (1995, p. 418) defines urban redevelopment as *'(...) the name for a set of related measures, policies, and programs aimed at remaking all kinds of blighted areas into districts that will fit into an intelligent plan for the future of an urban centre or metropolitan region.'* And in doing so it covers a comprehensive campaign or program to attack the problems that cause the blights of derelict urban places. The definition is convenient because it covers the plain essence where the concept of urban redevelopment is all about. It implies improving the image derelict and obsolete places and make them liveable and viable again. This concept of urban redevelopment is not conclusive, therefore more definitions can fit the concept. However for this thesis this definition provides what in this thesis is the notion towards the concept of urban redevelopment. In the next paragraph a distinction will be made between two forms of urban redevelopments, which have been distinguished by Buitelaar et al. (2008). This distinction is relevant to consider when one thoroughly tries to understand the concept of ownership constraints.

2.1.3. Two forms of urban redevelopment: restructuring and function change locations

As we can conclude from the definition which has been provided by Pfreztschner (1995), urban redevelopments aim to make places which are subject to obsolescence liveable and viable again.

As concluded there exists consensus for initiating approximately 700.000 new houses in the following 10 years in the Netherlands. Subsequently half of these new houses must be initiated in inner-city areas, so that means initiating development on already built-up areas and combining new developments with existing buildings, infrastructure and public transport hubs (Fokkema, 2017; Heurkens, 2012). Concepts which emphasize this approach of inner city (re)development are 'Urban renewal' and 'Smart growth' (Alpkokin et al., 2004; Daniels, 2001). Urban redevelopments are realised with so-called inner-city transformation projects. Since the urban inclusion opportunities are limited, the urban redevelopment projects are one of the few feasible options to accomplish the proposed objectives of national and local governments. Two types of main urban transformation locations are distinguished in the Netherlands. First of all there are the 'functieveranderingslocaties' (in the follow-up of this thesis: function change locations). These are locations where for instance derelict industrial areas have to transform into new residential areas (Buitelaar et al., 2008). The second urban transformation location is the 'herstructureringslocaties' (in the follow-up of this thesis: restructuring locations). These locations are locations where the current residential areas are not complying with the current building expectations and hence need to be redeveloped (Buitelaar et al., 2008). The restructuring locations are bringing about less issues in terms of costs, time etc. than the function change locations. However usually the number of new dwellings is often higher at function change locations, because it will transform from derelict industrial or business areas to new residential areas. The distinction between these two kinds of urban redevelopment is important to consider, since ownership constraints can occur in different forms since every redevelopment area can differ from the other, even in the same city. This thesis will primarily put its focus on the function change locations.

2.2. Relevant actors, organizations and stakeholders for urban redevelopment

Before we can further elaborate and operationalize ownership constraints, it primarily is important to determine which actors and stakeholders are effectively relevant concerning the issues of ownership constraints for urban redevelopment. This section will put a brief focus on the relevant actors and stakeholders in the development process. These actors could either be private as well as public organisations. Because urban redevelopments involve many different actors it is good to keep in mind which actors play an important role, in order to get an insight in who the actors are and what their interests are within the real estate market. To more fully understand the development process, it is important to consider why these actors are involved in the development process and why they might pursue (or be persuaded to provide) high quality urban redevelopments. To give a first brief overview over stakeholders and actors which are involved this thesis will provide a role-based model of the real estate development process in figure 3 below, derived from Adams & Tiesdell (2013).

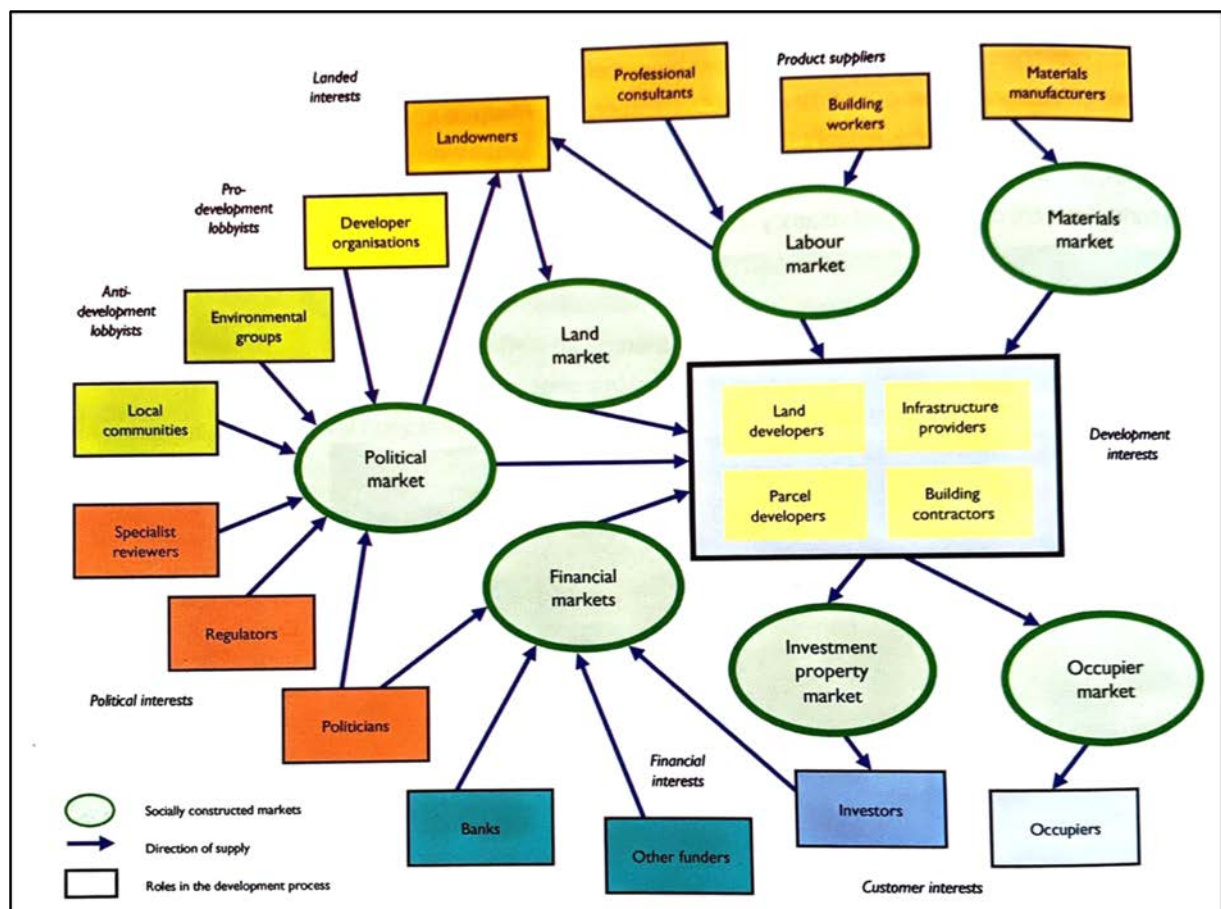


Figure 3: role-based model of real estate development process (Adams & Tiesdell, 2013, p.94)

However this figure provides a very smooth and convenient overview, Carmona et al. (2010) and Adams & Tiesdell (2013) provide in their work a more sophisticated examination that is applicable for many different planning systems. Therefore in the follow-up of this paragraph the examination of Adams & Tiesdell will be used as central guidance, with relevant additions from Carmona et al. (2010) and other valuable scientific sources. In combining both works from Adams & Tiesdell (2013) and Carmona et al. (2010) they roughly distinguish three important roles rather than groups, namely (project) developers, landowners and regulators (often public bodies, in Dutch context for example the municipalities). However some categories will be more relevant towards the issues of ownership constraints, eventually all of the categories will be elaborated in this chapter.

2.2.1. Developers

The first important actors unsurprisingly are the developers. Developers are many, various and the term embraces a wide range of agencies on a wide range of scales, for instance from large volume house builders to small local house builders. Real estate developers are considered by many to play a crucial role in the production of the built environment. Their expertise is seen to lie in spotting the development opportunities (location), knowing the target market (product) and resolving constraints to make things happen when required (timing) (Adams & Tiesdell, 2013). All of these characteristics are also been incorporated in the event-sequence development-pipeline model by Barret, Steward & Underwood (1978) and Carmona et al. (2010), which will be discussed in the next paragraph. In doing so Adams & Tiesdell (2013, p. 145) state that *'Developers are often portrayed as impresarios, orchestrating the development performance by successfully bringing capital, labour and rights in land together to create the right product, at the right place and at the right time.'* Subsequently developers are aspiring profit maximisation and can differ in operating characteristics (Adams & Tiesdell 2013; Brill & Robin, 2019; Carmona et al., 2010). In order to achieve their profit maximisation, developers need to consider and anticipate on the needs of the demand side (Adams et al., 2005). The profit maximisation of developers mostly can be derived from the value increase of the land after the development or redevelopment. The actual profit thus is the gap between the value increase of the plot in its existing use towards the 'higher and better' use, less the acquisition and production costs (Carmona et al., 2010; Adams & Tiesdell, 2013). Acquisition thus is a major expense for developers, and in order to provide profitable developments developers want to keep these acquisition costs as low as possible which makes ownership constraints a genuinely important precondition for developers in relation to the feasibility of projects. To the group of developers may also be added the social housing associations, and social developers using charitable or public funding to meet particular social needs for example for social housing (Carmona et al., 2010). These group of developers is one of the few which are not aspiring for profit maximisation and therefore can be considered as non-profit developers.

2.2.2. Landowners

The second important group of actors, and one of the most relevant actors in relation to ownership constraints are the landowners. Landowners can impede, frustrate but also facilitate the supply of what is often the most problematic of development inputs, the land itself (Adams & Tiesdell, 2013). For urban redevelopments the possession of land is of very much importance, since a development or redevelopment cannot take place if there is no land available. The behaviour of landowners is very unpredictable and therefore an important reason to impede with the entire development process (Carmona et al., 2010; Adams & Tiesdell, 2013). In many countries the influence of landowners towards the entire development process has widely been underestimated. Adams & Tiesdell (2013) provide two important reasons for that misconception. First of all there exists a widespread misconception in spatial planning that has diminished the role of the landowner. For example in numerous European countries the development practice many years has been that the state designated the land for development in a plan, and subsequently conducted the development almost entirely by itself, as already explained in chapter 1. However nowadays Dutch spatial planning is more converted towards a private-led development system. This involves that the release of land to implement and allocate is a private decision and is left to the developers and landowners. In this way landowners thus have a considerable influence on the allocation of the land where must be developed. Secondly land is (in neo-classical theory) is considered the respond on demand pressures, subsequently enabling land to move into its most profitable use. In doing so the individual preferences of particular landowners are considerably important but nevertheless gained very less attention from economists, who generally believed that such individual preferences were of little

interest to the whole. This misconceptions about the landowners have made landowners incrementally a very important actor for impeding the feasibility of urban redevelopments. Furthermore if the location of land is fixed, ownership can be a considerable source of power and particularly where spatial monopolies are being created (Carmona et al., 2010). In areas where readily developable land is in short supply and effectively gain consent for the development, there may occur a certain level of local monopoly at some sites. Landowners own land prior to the commencement of development, and during development the developers hold the land. With the exception of some landowners the most landowners take a passive role in the development process (Beauregard, 2005). When offered a sufficient price, landowners likely to release land for development, therefore their interest most of the times is short-term. Subsequently as Cameron et al. (1988, pp. 124-125) point out: *'Major owners of urban land appear to utilize their land holdings in a variety of ways. In both the public and private sectors, some seek to maximize revenue by active participation in the land market releasing and buying surplus land as appropriate conditions arise. Others hold excess land as a measure of coping with future growth without the accompanying need for future land acquisition or relocation of production elsewhere. And others appear to have no explicit policy for their surplus land.'* In their works Cameron et al. (1988) but also Adams (1994) and additionally (Adams & Tiesdell, 2013) make the distinction between active and passive landowners. They argue that active landowners are those who develop their own land, enter into joint venture partnerships or at least make their land available for development. Furthermore they may also seek to overcome ownership constraints to make their land more marketable and more suitable for development. Passive landowners on the other hand do not undertake steps like these (Adams, 1994). The land assembly of these passive landowners is significantly time-consuming and expensive. When land for development is not freely available, due to the lack of cooperation of passive landowners, it may result in 'scattered growth' (Carmona et al., 2010). The issues regarding ownership constraints assumable need to be expected into the field of passive landowners, which like already mentioned according to Beauregard (2005) is the largest group of landowners. Nevertheless the differences between landowners are much more complex and detailed than just passive or active landowners. The complex characteristics will be further examined and determined in the analysis of this thesis.

2.2.3. Public sector

The third category which is considerably important concerning ownership constraints, which in the Dutch context predominantly will be the municipalities. These public sector actors are seeking to regulate the developments and associated use of land through aligning planning and zoning plans and by means of other regulations (Carmona et al., 2010). In general, public sector actors are not acting directly on private sector actors. In most circumstances for instance, public sector actors cannot compel a private developer to undertake development. Ultimately they provide and establish the public policy and framework which basically provides the context for private-sector decision making, and especially private sector investment decisions (Carmona et al., 2010). In this way public sector actors are able to exercise some influence on the general process of development. In the Netherlands the most important party within this category are the municipalities. Municipalities compose the policy which is relevant towards urban developments and have the legal power to make alterations in the zoning plan (van Buuren, Nijmeijer & Robbe, 2017).. Facilitating spatial planning is one of the key elements for the municipalities. Municipalities therefore need to collaborate with private parties (developers), for example in public-private partnerships. One of the strategies for municipalities like earlier mentioned is planning by invitation. To this extent municipalities can proceed in how they desire the development to take place. In doing so the public sector can thus have a major influence on how the development in e certain area eventually will take place. The

objectives and interests of the public sector actors are predominantly long-term based, as well as the functional aspect and characteristics in terms of design (van Buuren et al., 2017).

2.2.4. Remaining actors

In this part some other remaining actors will be discussed and examined. Their role towards urban redevelopments, and especially ownership constraints, is not as relevant as the actors which already have been discussed previously. However they deserve to be mentioned in this theoretical framework since their role still is important though, and therefore for the complete overview of actors need to be mentioned in this part.

Investors

The first group of actors in this section are the investors. In contrast to the short-term interest of developers and landowners which we have seen in the previous paragraph, the interest of investors and their investment-finance is meant for the long-term and seeks to cover the costs of holding the completed development as an investment (Carmona et al., 2010; Adams & Tiesdell, 2013). The investors in real estate are primarily interested in the potential income flow from user rents, which is capitalised into the property's exchange or investment value, that accordingly will be realized in a later moment of time (Carmona et al., 2010). Investing in real estate is particularly interesting since many aspects of the investment are very appealing for investors, namely investing in real estate involves low risks (security of capital and income), potential growth of income (high returns) and flexibility in changing investments (Adams, 1994). All in all investors play an important role towards the feasibility of real estate development since they are mostly the buyers of the developed real estate and form therefore an important source of income for the real estate developers and landowners. Problems which large cities are facing are to a large extent be declarable due to investors who forge the buy-to-let market, so for the research in large cities these investors are important actors.

Adjacent landowners

Concerning the challenges of ownership constraints, besides actual landowners on a development site the adjacent landowners are relevant actors for the process of development. Namely owners of adjacent sites of the development are seeking to ensure the developments are not reducing, and hopefully increasing, the value of their own properties (Carmona et al., 2010). Similarly as landowners may sell only part of their holding at a time, while retaining adjacent sites they have a strong interest in what happens to the land they sell. If the value of that land increases they may be willing to sell the adjacent sites as well which could be in favour of the developers (Sturm et al., 2014). Buildings in certain areas or neighbourhoods are (external) interrelated, in other words the visual appearance of one building has influence in the other (Carmona et al., 2010). A redevelopment in some area can therefore create a value increase for the adjacent landowners as well. The interest and objectives of landowners are thus long-term based and have interests in terms of finance and external appearance. If the same adjacent landowners in a previous stage already were involved in the acquisition process of development sites they may also be of considerable relevance towards eventual future development projects. Furthermore in the Netherlands in legal context adjacent landowners possess considerable power, since if you are a person concerned you can submit objection to new plans if the new plans frustrate your own interests.

Remaining actors

The overview of actors will be completed in this section. The first group of actors are end-users and occupiers. For the end-users and occupiers, the same characteristics approximately count as the investors. Their objectives are also typically long-term, financial and design related (Carmona et al., 2010). The general public in form of households, retailers, industrialists etc. are the end-users of the

developed real estate. Hence the general public will not see the real estate as an investment but as a necessary evil, after all people need to live somewhere. Whether it is directly or indirectly the general public can have its influence on the value and appearance of real estate. So these were the relevant actors within the category of consumers. An important and general difference after analysing as well the producers as the consumers is that the producers are predominantly interested in the short-term in contrast to the consumers which predominantly have a long-term interest.

Yet some other relevant actors in the producer category are: development funders (financial capital), development agencies (often public bodies or authorities), development advisors and builders (industrial capital). Although these actors are most certainly relevant within the entire process of development, their relation to ownership constraints is a bit less important so they will not be further elaborated in this theoretical framework.

2.3. An assessment of property ownership and ownership constraints

So as can be concluded from previous paragraphs, ownership constraints are rather complex and occur as a difficult challenge towards urban real estate (re)development. In order to better understand what these constraints are, this paragraph is designated to give a theoretical elaboration of ownership constraints. First of all this thesis will provide a short explanation of ownership constraints conducted by Breheny & Ross (1998). Breheny & Ross (1998, p. 23) report in their study of urban housing capacity, *'Alongside issues of contamination and access, the difficulty of site assembly is seen as a major constraint on the development of urban sites. Sites that have the potential for development are often in multiple ownership. In many cases, ownership is difficult to determine. When it is determined, owners are often reluctant to sell land, usually because of an expectation of higher gains in the future.'* So all in all the suggestion can be proposed that ownership constraints are of considerable matter regarding urban brownfield redevelopments. Before elaborating what the practical impact of ownership constraints can be for urban redevelopment projects, first the Dutch context of ownership will be elaborated, followed by relevant (market)conditions in which ownership constraints are expected to occur.

2.3.1. Property ownership in Dutch legal context

Since this research will take place in Dutch context, and a considerable amount of literature is derived from Anglo-Saxon culture, it is first of all relevant to discuss the Dutch context of property ownership. This paragraph therefore will make a brief examination about what property ownership entails in Dutch legal context in order to successfully operationalize the concept 'ownership.'

Property ownership has a profound influence on the context of land use. In Dutch context land owners have a significant amount of power and can to a large extent determine what will happen with and on their own property. Private- and public law compose the framework of rules and possibilities concerning what is possible on the land. The landowner therefore is of considerable importance in relation to urban developments, owners are for example not willing or not able to undertake urban redevelopments themselves (Buitelaar et al., 2008). This will be further discussed and elaborated in detail in the next paragraph (2.4). In the Dutch practice it is common, that if there is a private owner who is reluctant to develop, a 'third party' will intervene in order to stimulate the owner (financially) to sell or develop their land (Buitelaar et al., 2008). In this situation third parties are mostly municipalities and housing corporations. Therefore they play a significant role in the development process. Property ownership thus is one of the fundamental and most powerful rights in Dutch legal context.

Before assessing the characteristics of property ownership, first a distinction needs to be made between two types of ownership. These concepts are *'land assignment'* and *'land delineation'*

(Buitelaar et al., 2008). Land assignment essentially deals with the allocation and alteration of property rights. Important is which specific part of land is involved, and secondly who is the owner of the land. When ownership forms an impediment for urban redevelopment it does not necessarily result from the rights essentially, but especially the owner of these rights can be a prohibitive factor (this will also be further explained in-depth in paragraph 2.4). Secondly land delineation involves the demarcation to what extent land can be used (Buitelaar et al., 2008). In other words, to what extent an owner allowed to use his land. Limitations within private and public-law determine the rights to what extent an owner is allowed to use his land. The Dutch zoning plan for instance is an important public-law instrument which is used by municipalities to reduce property rights of individual owners in public law (van Buuren et al., 2017). On the other hand 'anterieure overeenkomsten' (in the follow-up of this thesis: prior agreement) or 'erfpachtcontracten' (in the follow-up of this thesis: emphyteusis or leasehold contracts) are important private-law instruments which municipalities and developers make prior to a specific development (van Buuren et al., 2017).

As can be concluded property ownership is the comprehensive right on one specific good, which is land. As stated above, not only property ownership, but also legal restrictions which are embedded in these property rights are significantly important towards urban redevelopments. An owner for example can decide to emit some of his property rights to other people, for example in leasehold or rental constructions (Buitelaar et al., 2008). Initial site property and land acquisition have significant influence on the value of land. A clear demarcation of (individual) property rights is therefore of considerable importance, because property without clear marked rules does not have any economic value. And eventually the value of land has influence on the price of land and hence the price of land acquisition which is genuinely important for developers in urban redevelopment. The legal restrictions which have been pointed out could whether be public or private law restrictions, subsequently private law can be distinguished in personal law and business law restrictions (Buitelaar et al., 2008). A good example of such a business law restriction which is important for urban redevelopment is an emphyteutic or leasehold contract. After property ownership a leasehold is the most extensive business related right. Leasehold constructions play a significant role in redevelopments in restructuring locations, especially when its concerning corporation ownership (Buitelaar et al., 2008). A private restriction with personal law restrictions which is important for urban redevelopment is rent for instance. This is an important factor especially regarding large apartment blocks or old derelict business parks, since all individual renters have their own property rights. Public law restrictions which are important regarding urban development are for instance the zoning plan and other environmental laws such as the Wro (Wet Ruimtelijke Ordening, English: spatial planning act), Wm (Wet Milieubeheer, English: Environmental maintenance act) and Wet Bodembescherming (English: soil protection act) (van Buuren et al., 2017). From the 1st of January 2022 these laws will be replaced by the comprehensive 'omgevingswet' (in the follow-up of this thesis: environmental planning act) (van Buuren et al., 2017).

2.3.2. (Market)conditions for ownership constraints

Adams et al. (2001) state that such constraints derive from the distinctiveness of land as a commodity, the imperfect nature of the land market, the behavioural characteristics of landowners, and the institutional context for land ownership, exchange, and development. These given factors are whether deliberately or unwillingly influencing each other, but in either case create the starting point of ownership constraints for urban redevelopments. However these factors individually are well discussed in the literature, the relative significance and practical impact of each of these factors remain matters of considerable dispute.

First of all the physical and legal characteristics of land make it distinctive as a commodity and provide the starting point for the issue of ownership constraints (Adams et al., 2001). Land ownership in legal terms refers either to property ownership rather than land ownership, since the value of land is determined by in which way the land is used (Muñoz Gielen & van der Krabben, 2018). Real estate property is location specific and generally immovable (D'Arcy and Keogh, 1999). This can put sellers in a monopoly position relative to buyers, and may thus be the first prohibitive factor relating ownership constraints to urban redevelopment.

Secondly in a perfectly competitive market, rapid changes in price balance the quantity demanded with the quantity supplied and ensure equilibrium. However, as numerous texts point out, the conditions of perfect competition are extensively breached in land and property markets (Adams, 1994; Balchin et al, 1995; Harvey, 1996). Development land is heterogeneous not homogenous, and is traded infrequently in a series of linked submarkets. Imperfections in the land market may well ensure that market signals are transmitted only slowly to potential sellers or never transmitted at all. These imperfect nature of the real estate market makes this a second factor which relate to ownership constraints.

Even if market signals were to be fully received by owners, their response may remain unpredictable. Most commentators acknowledge that not all landowners are profit maximising or even rational in their behaviour. Debate therefore concerns the extent to which landowners are motivated by nonmarket considerations, and are unresponsive to market signals and, consequently, whether this has any serious impact on the long-run supply of land (Adams et al., 2001). Property users, developers, and investors buy and sell land for different purposes and may act in different ways (Keogh, 1994).

Reflecting the importance of dynamic and evolutionary change within institutional theory (Samuels, 1995), the evolution of ownership behaviour could be plotted against varied owner expectations of future institutional change. While recognising that current practices and structures may generate strong path dependency (Keogh and D'Arcy, 1999), such analysis would highlight the importance of time as an essential dimension within which to consider the constantly changing relationship between the motives and behaviour of those who own land with development potential and the institutional context for land ownership, exchange, and development.

2.3.3. The position of ownership constraints within the process of urban development

Now the property ownership in Dutch legal context in Dutch legal context has been examined, and the market conditions for ownership constraints are clear, the focus will be put on the position of ownership constraints in the development process. Since site ownership and associated constraints are such a relevant aspect for urban redevelopments it is convenient to look at their place in the entire redevelopment process. In their work Barret et al. (1978) have established their event-sequence 'pipeline-model of development' adapted by Carmona et al. (2010). Their model divides the development process into three broad sets of events each forming one side of a triangular 'pipeline.'

Although the model primarily focusses on private developments, the stages and principles are broadly similar whether the developments are either private, public or non-profit (Carmona et al., 2010). The three relevant sites of the pipeline in this model are the initiation, feasibility and implementation of developments. The initiation site can merely be described as external factors, like for instance the economic change or technological change for a certain moment of time. The feasibility implicates whether a project will eventually be feasible, it will be tested by means of five specific ways which all need to be negotiated successfully (Adams & Tiesdell, 2013). If a project is not

feasible the project must be modified or even entirely abandoned. Ultimately if the development passes all five steps of feasibility, the decision will be taken to commence the development. So thirdly the construction and disposal phase will take place, which is the implementation site in the model. At the end of the line developers are aiming for a so-called 'marketable development,' which eventually will meet the demands of occupiers or purchasers that are able to pay the rent or purchase which eventually will cover the total costs of the development (Carmona et al., 2010). The model is shown in figure 4 below.

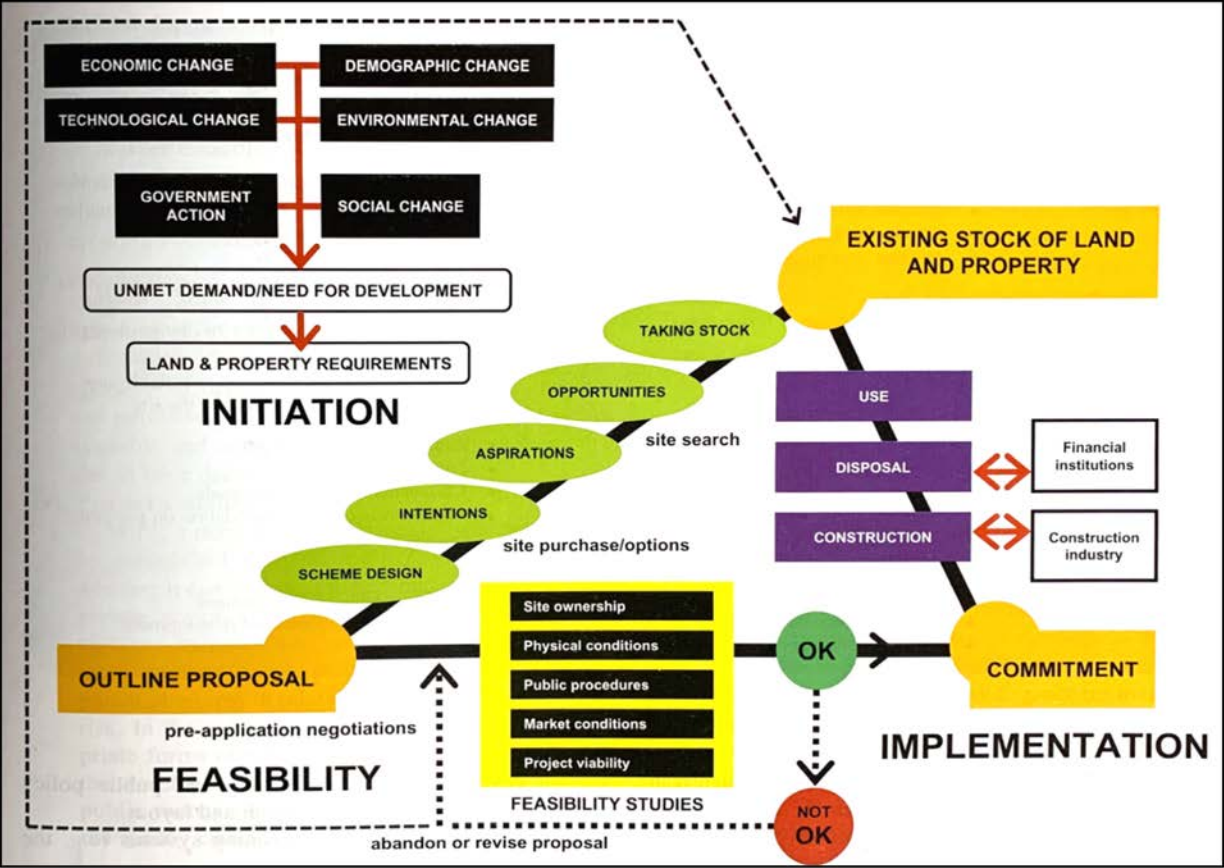


Figure 4: The event-sequence 'development-pipeline' model by Barrett et al. (1978) adapted by Carmona et al. (2010, p. 271).

The model is comprehensive, since it covers the entire process of the development. Site ownership subsequently is a very important aspect within the entire process of redevelopment. Because effectively ownership constraints form a significant fundament for one of the three important pipelines for development, which is the feasibility. Like concluded in the previous paragraph a development project needs to be feasible in order to be accepted and eventually implemented in practice. The feasibility in the pipeline model of Barrett et al. (1978) the feasibility of a potential development will be tested by five different preconditions, each related to a particular set of influences or constraints (Carmona et al., 2010). Like already mentioned these five ways need to be successfully negotiated in order to make the development feasible. The successful parties are the ones which are skilled in confronting and overcoming such constraints in relation to development projects. Ownership constraints according to Carmona et al. (2010) form the first constraint in the model of Barret et al. (1978). Prior to development developers need to know to what extent they are able to acquire all the piece of land they need to realize the development and either if they are able to acquire all the proposed development rights over a specific site (Carmona et al., 2010; Adams et al., 2001; Adams & Tiesdell, 2013). This demonstrates the significant role ownership constraints are

already playing at the beginning of a proposed development. Like we already concluded the availability of land is not often evident since a specific site could be in multiple ownership (Adams et al., 2001). A multiplicity of ownership rights may exist in one single piece of land, but must all be acquired or respected in order to successfully start the development. Carmona et al. (2010, p. 271) state that land in multiple ownership may require land assembly or the formation of a (public-private) partnership or joint venture to eventually carry out development (this will be further examined in paragraph 2.5). Public sector compulsory purchase may be used to facilitate land assembly. The model shows the place and in doing so the importance of ownership constraints within the entire process of development. If developers can overcome these problems as much as possible the feasibility therefore can be improved.

2.3.4. A challenging aim: development feasibility

As concluded out of the event-sequence development-pipeline model by Barrett et al. (1978) and Carmona et al. (2010) the feasibility of a development project is required to even be able to continue with the actual development. Site ownership is an important precondition to achieve development feasibility. Since these concepts are to some extent interwoven with each other, development feasibility can be designated as a core concept regarding issues towards ownership constraints for urban redevelopment. In this paragraph the concept will be further examined and elaborated.

Carmona et al. (2010) and Adams & Tiesdell (2013) state that developers and their development concepts need to comply with the five tests of feasibility in order to commence the development. All these five sets accordingly need to be successfully negotiated. As we have seen in the development-pipeline model the ownership constraints (or ownership control in fact) is one of these tests in order to comply with the feasibility. So after all ownership constraints and feasibility are very much intertwined with each other, and are therefore key concepts in this thesis. As Adams & Tiesdell (2013, p. 79) state *'For the developer, testing development feasibility is not some detached investigation to be watched dispassionately from the side-lines. On the contrary, successful developers seek to make development happen by tackling constraints and pushing away whatever impedes the feasibility.'* Overcoming constraints which may impede with the feasibility of development concept is one of the major practices of successful of either private and public actors. To achieve feasibility, it is essential (predominantly for developers) to acquire and achieve full ownership control in order to resolve these ownership constraints. The relation between the ownership constraints and development feasibility will therefore be a core concept in this thesis, consequently to determine whether ownership constraints will be overcome in a successful manner.

Development feasibility is a considerably important aspect within area development and regarding urban redevelopments, and subsequently the concept has direct relations to problems related to site ownership. However this complex aspect involves a lot of challenges for both governments and developers. In order to further examine development feasibility, the concept can be divided into three different phases (Ministry of VROM, 2011). First of all there is the definition phase. This phase starts at the side of the government, and broadly involves definition making from the side of the government, where they eventually will formulate their desired results and other associated aspects such as legal conditions in the zoning plan for instance. The second phase that can be distinguished is the design phase. In this phase the developers come into play. In this phase the developer creates the product of design within the set of conditions shaped by the government. Furthermore the government will take their responsibility for creating the public components in the development, such as public space. The last phase of development feasibility is the preparation phase. In this phase the actual product will be established, and that automatically implies that consensus has been reached between the government and the developer(s).

Concerning large and comprehensive urban redevelopments, this division of different phases for development feasibility is particularly important to take in mind. Since in large urban redevelopments many parallel activities are taking place, it is important for all relevant parties to structure these activities in a convenient way. Calculating and designing, namely, are simultaneous activities during the feasibility phase. This process can be designated as an iterative process, which means that in many cases the first idea does not turn out as feasible and accordingly should be negotiated to a feasible plan. This is shown in figure 5 below.

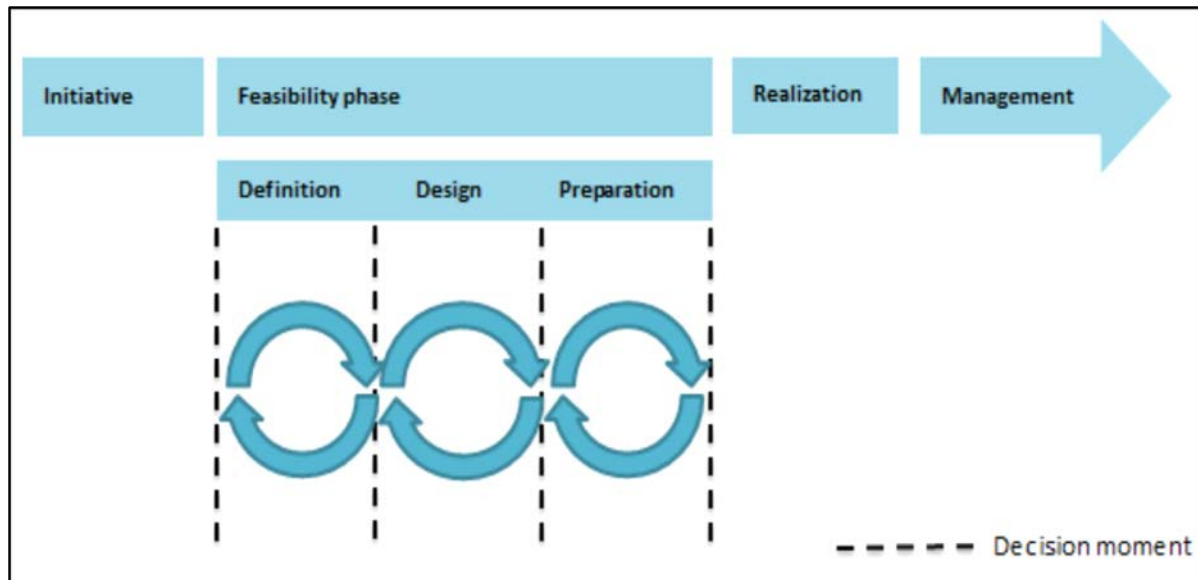


Figure 5: Phases area development (Ministry of VROM, 2011, p. 14)

For developers and governments reaching a feasible project might be a severe obstacle. And due to this obstacle in many cases the ambitions and resolutions need to be adjusted. For instance many projects had to be adjusted due to changing market circumstances as a consequence of the financial crisis in 2008. Successfully negotiating development feasibility therefore is an important practice for, predominantly, developers. This practice is particularly well applicable to urban redevelopments and urban transformation projects on brownfields, since initial investments most of the time are higher than on greenfields with empty and low value agricultural land (Baarveld et al., 2013). Eventually, when consensus has been reached, the feasibility phase will be finished and concluded by a realisation agreement, the prior agreement to be more specific in Dutch context.

Relevant strategies for development feasibility

Development feasibility is a necessary concept, especially for developers, since it enables them to determine to what extent a (re)development project is going to be financially feasible. Essentially, developers are aiming to minimize their development costs and to maximize their returns of investment. In order to achieve development Segeren (2007) distinguishes three strategies in order to achieve development feasibility in the development process. The first relevant strategy is that stakeholders are acquiring the land that should be redeveloped in an early stadium. Since an increasing competition on the market and furthermore increasing building possibilities consequently lead to augmenting land prices, an important strategy for developers is that they need to acquire their land in an early stage of the total redevelopment in a large-scale industrial area (Segeren, 2007). The aim of developers is therefore to acquire the land in the early stages of redevelopment projects. Adams & Tiesdell (2013) subsequently state that where development is unable to proceed because the ownership rights cannot rapidly be required to normal market process, an ownership constrain can be said to exist. So to achieve development feasibility it is necessary to resolve

ownership constraints and to achieve ownership control. The second strategy can be described by a change in costs and profits of urban redevelopments (Segeren, 2007). An example of this practice can be that developers add more dwellings, or a higher percentage of expensive housing to their projects. Accordingly this will lead to a lower percentage of social housing or eventually downgrading the quality of the entire project, for example in relation to the building or on the other hand public space. This strategy of reaching development feasibility, in Dutch context, leads to fierce negotiations with municipalities and therefore is considerably relevant in relation to the role of ownership constraints for urban redevelopments. A third strategy distinguished by Segeren (2007) is the use of the building claim in order to reduce potential risks for urban redevelopments. In this model the developer initially sells his land to the municipality, which will subsequently be served by serviced by the municipality, and accordingly sells it back to the developers with a profit rate. By the use of building claim, the developer can share the risk with the municipality in case of low demand for land, which nowadays however evidently is not apparent. So in evaluating all three strategies of reaching development feasibility, the first two and especially strategy number two seem significantly relevant in relation to ownership constraints. Due to the more facilitating role of municipalities in urban redevelopments the building claim model likely could be of less relevance (Muñoz Gielen & van der Krabben, 2018).

Eventually the strategies which developers will use and deploy in practice depends on their own aims and interests. The practice shows that there are several kinds of developers, all with own interests and goals. There are for instance short-term developers or so called 'hit-and-run' developers, their goal is to make quick profit and continue with other projects. On the other hand there are long-term developers, these are developers that are willing to invest their capital for the long-term and appraise continuity in developments (Adams & Tiesdell, 2013). All in all their interests and aims depend on what extent the developers are willing to take risks, and furthermore on what they think they can achieve based on negotiations with the municipality.

In relation to development feasibility Calcutt (2007) categorizes three relevant risks that developers should consider in relation to development feasibility. The first risk is the project risk. This type of risk refers to management and process risks, and subsequently costs in projects. These types of risks for instance are construction costs or the costs of legal procedures. The second type of risk involves the market risk. The market risk can be seen as the extent a market is attractive and provides possibilities to sell the dwellings that are constructed with a project. An associated risk of market risks subsequently is vacancy, which leads to extra costs instead of profits (Calcutt, 2007). The last type of risk is planning risk. The planning risk particularly refers to spatial planning restrictions, for instance formulated in the zoning plan. These restrictions consequently affect the actual value of land. For instance a plot of land which is zoned as 'Residential' automatically has a higher value than land that is designated as 'Agricultural' in the zoning plan. Developers on their turn, eventually, can mitigate these planning risks by acquiring land in a phase where more certainty occurs about potential future building possibilities, for instance by an alteration of the zoning plan (Calcutt, 2007). On the other hand, more certainty about future building possibilities can potentially lead to higher land prices. The aim for developers is to acquire the land on the right moment.

[2.4. The practical implications of ownership constraints: appearance in practice](#)

Now the place of ownership constraints in the entire development process has been determined, continually needs to be examined how these constraints occur in practice and how they can be observed. A variety of property rights may exist to one certain parcel of land, and the developer thus must acquire all the rights to commence their desired development.

A	Ownership unknown or unclear	A.1 Title deeds incomplete or missing A.2 Ownership in dispute
B	Ownership rights divided	B.1 Land held in trust B.2 Land subject to leases or licences B.3 Land subject to mortgages or other legal charges B.4 Land subject to restrictive covenants B.5 Land subject to easements B.6 Land subject to options or conditional contracts
C	Ownership assembly required for development	C.1 Ransom strips C.2 Multiple ownership
D	Owner willing to sell but not on terms acceptable to potential purchasers	D.1 Restrictive terms or conditions of sale D.2 Unrealistic expectations of prices
E	Owner unwilling to sell	E.1 Retention for continued current use for: E.1.1 occupation E.1.2 investment E.1.3. making available to others on nonprofit basis E.2 Retention for control or protection E.3 Retention for subsequent own development E.4 Retention for subsequent sale E.4.1 indecision (terms of sale unresolved) E.4.2 postponement (delayed sale advantageous) E.4.3 uncertainty (unsure of present value or potential) E.4.4 speculation (hoping for future rise in value or potential) E.5 Retention for no specified purpose: inertia

Figure 6: Division of ownership constraints by Adams et al. (2001, p. 201)

This paragraph will provide an examination and elaboration of the different kind of practical forms ownership constraints have been elaborated in the existing literature. In their paper Adams et al. (2001) summarize the different types of ownership constraints which they have experienced and conducted out of several (scientific) studies. In figure 6 above, they give a brief overview of these different categories of ownership constraints. This will be elaborated in the follow-up of this paragraph.

Adams et al. (2001) state that drawing the complexity of ownership constraints implies that ownership constraints are said to exist if (re)development is unable to proceed because the required ownership rights cannot rapidly be acquired through normal market process. From this definition onwards, Adams et al. (2001) have established five main categories of ownership constraints, which are showed on the left-hand side of figure 3. In the follow-up of this chapter all types of ownership constraints which Adams et al. (2001) distinguished will be briefly discussed.

2.4.1. Ownership unknown or unclear

The first category is the category that ownership is unknown or unclear. Adams et al. (2001) state that this form of ownership constraints forms one of the most basic forms which can occur in practice. There are cases where ownership to specific parcels is actually because for example title deeds may be incomplete or missing, and on the other side there is the opportunity that there occurs a dispute between parties regarding a specific part of land (Adams et al., 2001; Cameron et al., 1988; Howes, 1989; Adams et al., 2002; Adams et al., 1999).

2.4.2. Ownership rights divided

Another form of ownership constraints turns out as ownership rights are divided between several owners. A whole variety of rights may occur in one plot of land (Adams et al., 2001). As we have seen in the previous chapters, a developer must acquire all such rights in order to start their development. This section will look how lesser rights in development land may constrain its immediate development potential.

Land held in trust

In some countries a freehold land structure is a very common construction. This implies that multiple owners (two or more) can be in multiple ownership to one real estate property. All estates in freehold land which are owned by multiple owners are accordingly held in trust (Adams et al., 2001). These trustees are considered to be joined owners and are thus unable to sell their shares of a real estate property separately. This can ultimately cause delays for conveyancing until the potential buyers reach an agreement that satisfies the terms of the trust deed. This not necessarily the case in the Netherlands but nevertheless can occur in different circumstances, therefore it is worthwhile to mention.

Land subject to leases of licenses

Another problem where no development is possible is as land or property is leased to tenants (Adams et al., 2001). The development can thus officially take place if the contracts with the tenants eventually expire. In this situation the developer either has two options. First the developer can wait until the contract with the tenant has expired, which can cause severe delays. Secondly they can opt to buy the tenants out, however this can bring up higher costs for the developer. What is possible in each case is depending on the institutional context of the landlord and tenant and on precise terms of the lease. Licenses are for example tending to be shorter in length than leases (Adams et al., 2001).

Land subject to mortgages or other financial charges

Potential development land may be subject to a mortgage or other legal charge that serves as loan collateral. When some real estate property is subject to an original mortgage or lending agreement this can eventually restrict the right for the borrower to sell in order to protect the lender's interest in the value of the land (Adams et al., 2001).

Land subject to restrictive covenants

Restrictive covenants also form a constrain for potential development. They are likely to be imposed by earlier vendors of land or buildings, since they want to prevent subsequent development such as that of commercial or industrial uses in for example residential areas (Adams et al., 2001). The restriction needs to be lifted in order to commence development.

Land subject to easements

Easements, such as rights of way and rights of light, can just as the restrictive covenants further restrict the power of the freehold owner (Adams et al., 2001). They need to be removed or altered before eventually new development can take place and can therefore involve delays and higher costs for developers.

Land subject to options or conditional contracts

Developers are wishing to secure the right to purchase land, while trying to obtain planning permission. This can accordingly be achieved by either the option that the developer provides a payment for the freeholder, or a contract for sale conditional on planning permission. This eventually can take time and money for developers.

2.4.3. Land assembly required for development

Ransom strips

A ransom strip is a small stretch of land which is actually unusable or unusual for development. Therefore they are still very essential because it is genuinely necessary for the development of the adjacent plot of land (Adams et al., 2001). Usually these strips are relevant because they consist out of a necessary access to for example the public infrastructure. Adjacent landowners most of the times deliberately keep possession of these ransom strips since they have in this way a large influence on whether developments in their area can take place. Developers need to buy this ransom strips from the adjacent landowners, and unreasonable demands of ransom strip owners can make development unviable.

Multiple ownership

A site that has no single owner, and therefore automatically is divided between multiple owners is inherently said to be in multiple or fragmented ownership (Adams et al., 2001). This can eventually lead to inhibit development demand altogether (Howes, 1998). Development thus cannot proceed until developers are able to reach agreements with each owner separately. The last owner automatically is in pole position to drive a hard bargain with any developer, who has already bought out all other owners (Adams et al., 2001). This process can obviously frustrate and delay the process of redevelopment and ultimately cause higher costs for the developers. Therefore this constraint has been described as one of the most frequent and important ones.

2.4.4. Owner willing to sell but not on terms acceptable to potential purchasers

Restrictive terms or conditions of sale

However some owners may actually be quite willing to comply with the offers that have been proposed by potential developers and even may market land themselves, the terms or conditions they seek nevertheless can deter potential purchasers (Adams et al., 2001). This practice can be reflected on the reluctant attitude of municipalities towards developers and their willingness to sell development land. Examples showed that this situation can be deterring potential development.

Unrealistic expectations of price

In the literature much attention has been paid to owners who constrain development either by applying unrealistically high asking prices for their land, or by holding unrealistically high expectations of its value below which they refuse to entertain offers (Adams et al., 2001). These values most of the times have been conducted due to expectations that have been created in much more prosperous times. In doing so they have failed to adjust to subsequent economic decline. Adams et al. (2001) state that if land values as a whole decline over a particular period and in a particular area, the earlier use of land for loan collateral may act in a similar way to constrain its sale for development. Furthermore the unrealistic prices can also occur if the particular area of land is subject to other physical constraints (Adams et al., 2001). All in all this can eventually lead to the fact that in a very fragile property market owners of vacant land or obsolete urban property were willing to sell but with prices that are unsupportable in this market. This can eventually significantly constraint the development process.

2.4.5. Owner unwilling to sell

Another category which can frustrate and constrain urban developers is as owners are unwilling to sell their property. This situation is also being described as the 'hold-out problem.' Goodchild & Munton (1985) examine five reasons that will be mentioned considering owners who are retaining their land with development potential rather than market it for immediate sale.

Retention for continued current use

According to Goodchild & Munton (1985), the main motives for ownership are occupation, investment, making land available for others on a non-profit basis, and control. All owners react differently to development opportunities, so attractive offers may apparently fail to persuade owners to sell their property (Adams et al., 2001). The first category that has been mentioned by Goodchild & Munton (1985) is the occupation motive for owners. Current owners may already be satisfied with their present location and are unwilling to face costs and disturbance of removal. Benevolent owners, usually with extensive holdings, who are willing to make land available to non-profit-making organisations such as sports clubs, may be much less influenced by attractive financial offers than either owner-occupiers or investors. Furthermore landowners in the Netherlands are allowed to use their 'old' use after the change of the function in the land-use plan, which is called 'overgangsrecht' (in the follow-up of this thesis: transition law) (van Buuren, et al., 2017). This accordingly gives them extra power in the negotiations with potential buyers. This eventually forms the first category of constraints in this paragraph.

Retention for control or protection

Ownership as a rationale for control and protection plainly differs from the other rationales for ownership (Adams et al., 2001). One of the most apparent differences is that land that is owned for control and protection most of the times remains undeveloped. In this way this protective character should be distinguished from the retention of land for subsequent development by the owner, and can thus form constrain for new development.

Retention for subsequent own development

The next form of retention is retention for subsequent own development. This retention can take place even if the owner knows that development is not going to happen in the following years. Big developers can speculate about the value of land and which time should be the best to start their development (Adams et al., 2001; Grenadier, 1995). These speculations can delay the development process and cause developments not to happen. Big developers can buy themselves huge parts of land since the land eventually gives them the power to exercise their power over municipalities (Adams et al., 2001).

Indecision as a cause of retention for subsequent sale

Indecision, postponement, uncertainty, or speculation may cause owners who themselves do not intend to exploit the development potential of their land, to defer sale (Adams et al., 2001). Land thus will not be developed because landowners retain their land for these reasons. First the indecision will be discussed. Large organisations with bureaucratic decision-making procedures are especially prone to marketing delays caused by indecision. Eventually when land is sold relatively small in comparison with overall landholdings there may accordingly be little incentive to reach rapid decision, which in doing so can cause constraints for development.

Postponement as a cause of retention for subsequent sale

A logical outflow of land speculating is that sales may be postponed until the time is most advantageous for the owner to sell (Adams et al., 2001). When planning agreement is reached a owner of greenfield land who wishes profit maximisation should accept the highest offer which he can attain. However this practice is more useful for greenfield land that needs to be developed, it may occur to brownfield developments as well and can therefore be a significant constrain for urban redevelopment.

Uncertainty as a cause of retention for subsequent sale

Risk and uncertainty are apparent impeding factors for economic processes. So if risk and uncertainty are coupled with transaction costs it gives an explanation of why landowners may retain their land vacant until they receive what they consider as a minimum or absolute rent (Adams et al., 2001). This can eventually impede with urban redevelopments as well.

Speculation as a cause of retention for subsequent sale

Same as risk and uncertainty, speculation can have its impact on the real estate market and the behaviour of landowners as well. These speculations can occur if owners, who are expecting to sell at higher prices, hold land off the market at present (Adams et al., 2001). Either landowners can hold land in anticipation of an overall rise of market values, others engage in rent-seeking activity in order to move sites from a lower to a higher value and in doing so obtaining permission to develop.

Retention for no specific purpose

As a final constraint, there should be considered that landowners can hold their land for no specific reason or intention (Adams et al., 2001). These attitudes may appear for example if small plots of land are owned by organisations that have extensive holdings of land, but whose main business is not land and property. This process is subsequently intensified with low costs incurred in keeping land vacant in combination with historic purchase costs that were written of years ago.

The framework that has been composed by Adams et al. (2001) has been briefly examined, elaborated and described in the previous paragraph. Their framework has been conducted in the implementation of their own research in four cities in the UK. Although their research has been conducted it forms a very universal representation of ownership constraints for other European countries as well. Therefore this model could be used as a theoretical framework for the Dutch cases, and if necessary modified and adjusted to the Dutch context. It thus is likely that the practice in Amsterdam and Rotterdam neglects some of the constraints set up by Adams et al. (2001) or perhaps even add some constraints to the framework which have not been mentioned. Anyway this framework provides a suitable and complete foundation for the research and that is what makes this composition usable for this thesis.

2.5. Cooperation between stakeholders and strategies preventing ownership constraints

In order to successfully negotiate development feasibility all relevant stakeholders involved need to cooperate in order to achieve their desired result, since good and intensive cooperation between the several stakeholders is considerably important, in order to overcome ownership constraints, which will ultimately mitigate the negative effects of ownership constraints on the development feasibility. Therefore this paragraph will put some emphasis on some practical types of cooperation between relevant stakeholders.

2.5.1. Public-private partnerships (PPP's)

Public-Private Partnerships (PPP's) are important constructions in order to generate an intensified cooperation between several stakeholders in area development. By means of PPP's different parties with different interests and aims can eventually reach consensus towards urban redevelopment plans, and to that extent create necessary solutions for ownership constraints.

PPP's can be described and defined in multiple ways. According to Forrer et al., (2010) public-private partnerships are: *“on-going agreements between government and private sector organizations in which the private organization participates in the decision-making and production of a public good or service that has traditionally been provided by the public sector and in which the private sector shares*

the risk of that production” (Forrer et al., 2010, p. 476). The assumption within this definition, however, is that the private stakeholders have a cooperative role in the decision making in relation to how goods or services should be produced or delivered.

Hodge & Greve (2005) on their turn emphasize that most definitions of PPP’s involve that the establishment of PPP’s comes from benefiting both the public and private sector. That is an important notion concerning urban redevelopments, since public and private organizations are largely intertwined in this area of expertise. Hodge & Greve (2005, p. 4) state that PPP’s are co-operation projects of *‘some sort of durability between public and private actors in which they jointly develop products and services and share risks, costs and resources which are connected with these products.’*

The foundation for PPP’s can be based on the cooperation between governmental (public) and businesses (private), with the aim to pursue policy objectives (Fuchs, 2005). The aim of PPP’s thus is that both parties can benefit from the PPP, since complex problems such as ownership constraints must be tackled by multiple parties and not by single acting parties. Well-designed PPP’s consequently are beneficial for both public and private stakeholders, where the public sector remains accountability and the private sector can generate their revenues (Forrer et al., 2010). However also PPP’s have their own pitfalls, since they are not designed in an optimal way. Many times, public-private partnerships still contribute to efficient financial arrangements and reasonable prices for projects, but undermine public accountability (Forrer et al., 2010). It therefore is important that checks and balances are executed, and accordingly public actors hold private parties accountable for their actions. Well-designed PPP’s thus are a considerable effective way in overcoming ownership constraints and associated problems.

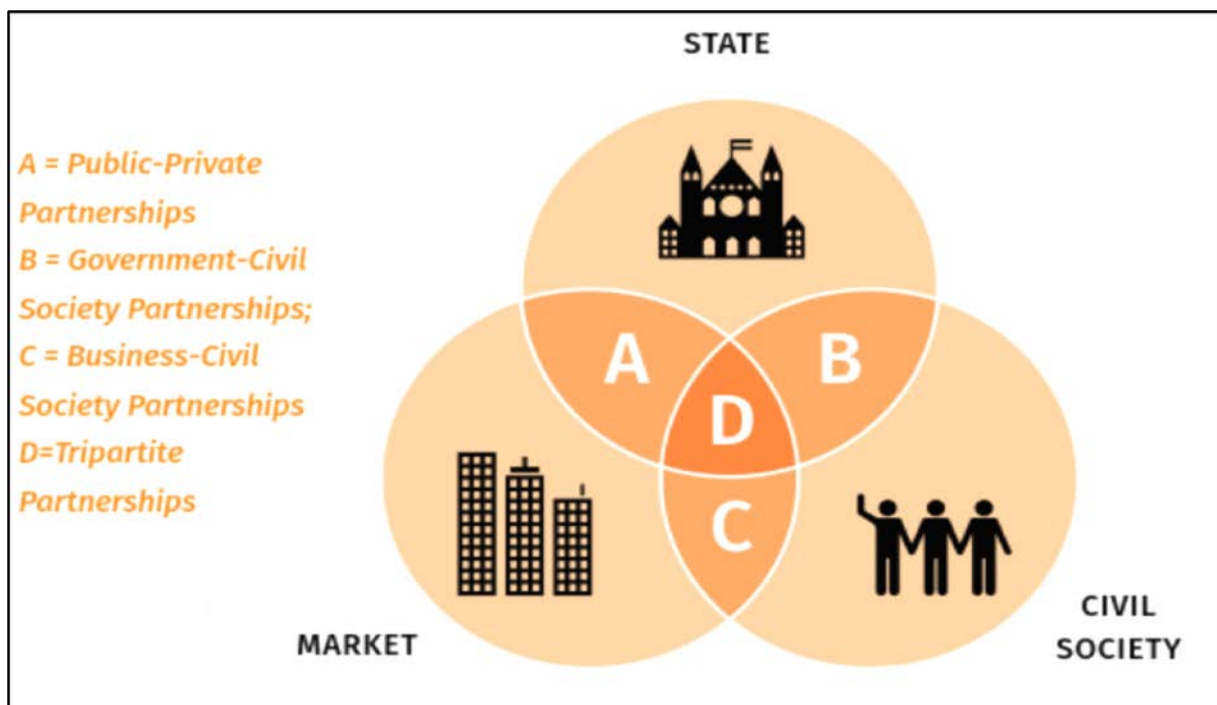


Figure 7: Relationship between the market, the state and civil society (PPP-lab, 2014, p. 10)

In order to overcome ownership constraints a strong and intensive cooperation between different stakeholders is essential. Concepts which do strongly relate to this and subsequently are relevant concerning well-designed PPP’s are effective leadership, recognizing which roles are needed in what phase of the project, and which actor takes which specific role (Forrer et al., 2010). Trust therefore is a very important concept which is considerably intertwined with the concept of PPP’s. Open

communication and transparency consequently are key concepts in order to enhance the trust, and in doing so also enhance the cooperation. Trust is built-up during the process and is not a phenomenon that occurs overnight (Forrer et al., 2010). In the figure below the relation between the three dimensions of actors; government, market and civil society, is provided. In figure 7, that has been shown above, is showed that concerning urban redevelopments, PPP's are used in order to enhance cooperation between governmental and market actors.

2.5.2. Strategies for tackling ownership constraints before economic crisis 2008

As explained in the introduction, the Netherlands has seen a gradual shift from a more active ground policy towards a more facilitating ground policy. This also meant a gradual shift from strategies for tackling ownership constraints.

Before the crisis ownership constraints were tackled by acquiring all the necessary plots of land for the redevelopment. Strategies which were applied in practice often were the building claim model and the ground exploitation corporation (GEM). Both of these models demanded for a significant capital investment from the initiators, since considerable parts land needed to be acquired (Hobma, Heurkens & van der Wal, 2018). As the introduction already clarified, this capital-intensive way of approaching ownership constraints was no longer attainable. Banks for example were no longer willing to lend such high numbers of money to initiators. This consequently contained the possibilities of investors and developers to finance large transformations. Accordingly this also limited the possibilities of developers and municipalities to finance the GEM, since these GEM's demanded for large capital injections. Furthermore the land acquisition costs of inner city locations are rather expensive, which makes urban redevelopments relatively expensive. In addition also municipalities became more reluctant for capital-intensive activities, such as building claims and GEM's. This is partly due to government incentives were no longer available for municipalities. All in all this has led to a gradual shift in approaching ownership constraints for urban redevelopments (Hobma et al., 2018).

Financial limitations change the alignment of large urban redevelopments. More than before the crisis of 2008 the following aspects are required:

- Contracts with limited capital charge;
- Contracts which enable flexibility in relation to the programme and the pace of the redevelopment;
- The avoidance of complex governance issues in relation to cooperation.

Due to all these circumstances site ownership and thus ownership constraints have gained considerable attention. The notion that ownership constraints could not be tackled as always has been done with large capital injections, shifted the way of creatively searching for solutions for these problems. Before the crisis in 2008 the logical and inevitable solution was, through large capital injections, acquiring all the required land and subsequently tendering the land to developers that aligned with the drafted urban plan. Nowadays parties are more reluctant to apply this strategy, given all the associated financial risks. Therefore public and private parties need to make a joint approach and strategy in order to overcome these problems, but with transformations and redevelopments on own property. To this extent parties dispense with large-scale land acquisitions as before the financial crisis. In the following paragraph some prevailing and often-use strategies where no large-scale acquisition is necessary will be examined and discussed (Hobma et al., 2018). These strategies set the tone for new approaches for tackling ownership constraints nowadays.

2.5.3. Relevant and currently used strategies for tackling ownership constraints

Public-private partnerships are the base for reconciliation towards ownership constraints. To subsequently look more in-depth towards strategies for tackling ownership constraints Hobma et al. (2018) distinguish four important strategies for tackling ownership constraints for urban redevelopments on function change locations, which are used frequently in current urban redevelopments. Therefore these strategies will be briefly examined, and subsequently tested in this thesis.

Plot development

Plot development is a strategy where the initiator(s) make a vision for the transformation of the area. This could be either developers, municipalities, other landowners, or a combination. The vision has been formed by all parties, therefore the vision has support among all parties. For the implementation of their plans the initiators take this vision into account (Hobma et al., 2018).

Important characteristics:

- No land transactions; every party develops on their own;
- No cooperation; every party develops on their own;
- Gradual development; the pace of the development suits the individual parties;
- No interdependency; plots will be (re)developed apart from each other.

Important advantages of this strategy are that, firstly, the strategy demands very few capital injections and no expensive governance structure. Subsequently no entire new zoning plan has to be drafted, which saves time. In addition developers can make their own decision and consideration when they would like to start with the development, this gives a certain degree of freedom.

Disadvantages are that the vision needs to be substantial, in order to align all developers and encourage them to start the development. A weak vision, namely, often leads to a weak implementation and accordingly a weak urban plan. Subsequently also the quality of the urban plan is at stake, because without a formal governance structure there is also insufficient control on the redevelopment. Finally the progress of the redevelopment is undefined and therefore indefinite.

Organic development

The second strategy is organic development. The initiator(s) of an urban redevelopment draft a vision for the entire area, and subsequently adds some extra elements to that vision (Hobma et al., 2018). This ensures that multiple variants of organic development are possible, namely a minimum and a maximum variant. The vision can be drafted by a municipality, developers, or a combination of these stakeholders. The vision is drafted in alignment and in participation with the remaining landowners in the area. To this extent the vision can for a large degree be supported by all relevant stakeholders in the area. Because the vision will eventually offer advantages for multiple landowners, all landowners will take this vision into account.

- *The minimum alternative* of organic development the public space will (infrastructure included) will have a central role as the carrier of the quality of the transformation area. Subsequently new agreements will be made in relation to new public space and the contribution from every stakeholder to it.
- *In the maximum alternative* not only will be invested in the improvement of public space as an incentive to encourage investments in the area. But also municipalities will stimulate plot exchange between stakeholders, in order to generate a better spatial structure in the area. The commitment is based on a voluntary exchange of plots between stakeholders. Subsequently the municipality itself can acquire (strategic) plots of land in order to enhance the flexibility of the

plot exchange between stakeholders. Also financial incentives can help in relation to environmental aspects of certain businesses in the area.

Important characteristics:

- No land acquisitions in the minimum alternative. Every developer can develop on their own plot of land;
- Limited land acquisition in the maximum alternative. The municipality, where appropriate and in cooperation with the developers, acquires plots in order to create sensibility for land exchange in the area;
- Limited cooperation in relation to public space. In the minimum alternative for every plot a new part of public space will be realized. In the maximum alternative the municipality will take the responsibility for an integral upgrade of the public space in the area;
- Gradual development; the pace of the development suits the individual parties;
- No interdependency; plots will be developed apart from each other.

An important advantage of this strategy is that a good and desired quality of the public space can be attained more comprehensively. Accordingly stakeholders in the area have no interdependency with each other and are they able to develop their plot in their own desired pace. This can lead to a significantly less amount of project delays. Furthermore this strategy does not involve the establishment of an expensive governance structure. Although initially the costs in this strategy may be higher than for instance plot development, the quality of public space on the other hand will be guaranteed in a better way. The costs in this strategy can, according to the spatial planning act (Wro), be passed on the developing parties. In the maximum alternative, consequently, there are higher (administration) costs due to the plot exchange and governmental incentives (Hobma et al., 2018).

A disadvantage of this strategy is that the developers can determine their own pace, and therefore the municipality cannot affect the pace of the redevelopment. In anticipation on a growing demand for housing and therefore a quick supply of housing this strategy initially seems rather inconvenient. However there can be considered whether an urban redevelopment can be deployed on a substantial pace in the first place. Moreover if the developers are willing to meet with agreements and initiate quick development plan the slow pace can to a certain extent be tackled. Subsequently the quality improvement with this strategy, especially in the minimum alternative, is limited to at least the public space. If a municipality want more comprehensiveness in their redevelopment, they are dependent on developers and other relevant landowners. On the other hand the municipal strategies and proposal can persuade developers and improve their willingness to invest in more ambitious plans (Hobma et al., 2018).

Developing Apart Together (DAT)

The third strategy is called Developing Apart Together (DAT). DAT describes a more intensive cooperation between private and public organizations. It even can, rather than plot development and organic development, be defined as a small form of PPP with associated governance structure, albeit not a comprehensive form of PPP. There is, however, a slight form of cooperation specifically for challenges that involve the entire area of redevelopment. Consequently all stakeholders acknowledge that cooperation between stakeholders is necessary in order to undermine ownership constraints, and accordingly to create the desired results, qualities and densities of housing. The better the joint understanding for the approach in the area, the smoother strategies can be implemented. This leads to the collective draft of a vision with global and joint assertions and propositions. Land acquisition in this strategy can remain limited, comparable with organic

development, and subsequently every stakeholder will essentially still develop on their own plot of land (Hobma et al., 2018).

Important characteristics:

- Limited number of land acquisitions; especially municipality acquires land in order to obtain strategic plots of land which could improve land exchange and changes in the (future) public space.
- PPP for cross-jurisdictional cooperation in the form of a joint organization. This organization manages important aspects such as a general program, densities, function mixes, building heights, planning of societal amenities, joint promotion and marketing, business participation and control and enforcement.
- Alignment about the phasing of public and private investments in the area, especially for public space.
- Plots will be developed individually by new owners (stakeholders that bought themselves property ownership) and existing landowners, within the framework that has been drafted about phasing of investments.
- Private stakeholders can cluster or even expand their plots.

A main advantage of this strategy is that, with a comparable rate of investment (as for instance organic development), more intensively and more collectively can be cooperated between public and private stakeholders. Furthermore the capital investments of the municipality are limited since there are no large-scale land acquisitions of the municipality. Also the process, just as with organic development, of plot exchange and governmental incentives stay limited. Subsequently the area development has not sophisticated and expensive governance structure, however it does involve some additional costs. The active stakeholders that like to initiate the development altogether form a 'coalition of the willing.' They collectively carry the project and accordingly will pay for the necessary costs. These expenses are not significantly high. After all no large ground exploitations will take place, but the organization rather stimulates and comforts (private) stakeholders to exchange their land in order to create more logical plots, which eventually can lead to higher quality developments (Hobma et al., 2018).

A disadvantage of this strategy is that joint ideas remain rather non-committal and therefore not accountable (Hobma et al., 2018). For instance, not every stakeholder of the coalition of the willing can feel the same urgency for redeveloping than other stakeholders. This can lead to an uneven progress in the redevelopment of the area. Furthermore also stakeholders can influence the process that are not even part of the coalition of the willing, and are not bonded to any significant agreements. This is where ownership constraints play an important role. The strategy however offers some possibilities concerning the 'non-willing' stakeholders in an area:

- Draft the edge of the redevelopment within the plots of the coalition of the willing. In other words, try to involve as less unwilling stakeholders as possible.
- Try to incorporate the plots of the unwilling. In other word build around the plots of the unwilling.
- If plots of the unwilling are really necessary, look at possibilities of relocation. Does the municipality or do developers have alternative properties in ownership that they can transfer with unwilling landowners.
- Voluntary acquisition of plots of land, for example by means of the 'Wet Voorkeursrecht' (in the follow-up of this thesis: 'law of preference').

- Adjust the legal framework of the plot of the unwilling with the zoning plan. This ‘freezes’ current functions of the plot of the unwilling and limit their expansion possibilities.
- Acquire the plot by ‘onteigening’ (in the follow-up of this thesis: ‘expropriation’).

Property aggregation

The property aggregation is a rather extensive strategy in relation to ownership constraints. The different plots of land namely will be in hand of one single stakeholder. Land acquisition, thus, will not be selective of strategical, but comprehensive. This strategy is, due to the large land acquisitions, a considerable capital-intensive strategy (Hobma et al., 2018). After the aggregation one party will form a ground exploitation for the entire area. Stakeholders which can perform such a ground exploitation are:

- *A public organization*, such as a municipality. For instance after land acquisition, or other instruments such as preference law, plot exchange or expropriation.
- *A private organization*, such as a developer or an institutional investor. Same strategy as the municipality, and sometimes with the help of the municipality with instruments preference law, plot exchange or expropriation.
- A PPP with the municipality and developers. On the base of one joint legal entity the organization of the PPP acquires all the land and sets up a ground exploitation.

Important characteristics:

- Land acquisitions will take place until one party has all the relevant properties in ownership.
- The PPP will make comprehensive and in-depth agreements in relation to the transformation. This is a necessary notion since large scale acquisitions are capital intensive and therefore strict agreements need to be made. Agreements are for example on qualities, ambitions, pace of the development and prices.
- The plots will be phases within the framework of the PPP. More extensive alignment about the developments on several plots is possible.

An advantage of this strategy is that this is the only applicable strategy with the possibility to establish an entirely new urban plan for an area. This accordingly offers the opportunity to draw new plots that align with the new urban structure within the transformation. Furthermore the financial risk will be shared among the parties in the PPP. Financial risks are, thus, shared by multiple organization both private and public. Subsequently direction and control are possible within this strategy, since the organizations can determine whatever happens on the different plots of land. This enables a maximum realization with high qualities for all plots in the area, and furthermore the project duration can be managed in a stricter way. Also plot transdisciplinary challenges, such as parking lots or water retention, can align more convenient within this strategy (Hobma et al., 2018).

A disadvantage of this strategy inevitable is the high capital investment which is required in order to acquire all the land in an area. Furthermore these investments will be recovered on a very long period of time, which involves higher insecurities. Subsequently another disadvantage is the establishment of a legal person involves high costs of governance and costs of administration. Moreover due to this ‘institutionalisation’ the freedom for stakeholders involved is significantly reduced (Hobma et al., 2018).

The schematic overview of all four examined strategies will be provided in the two figures below. Figure 8 provides an overview of the rate of land acquisition (X-axis, from none to total) and direction

(Y-axis, from little to maximum). Figure 8 gives an overview of capital intensity, on an axis which goes from low to high capital intensity.

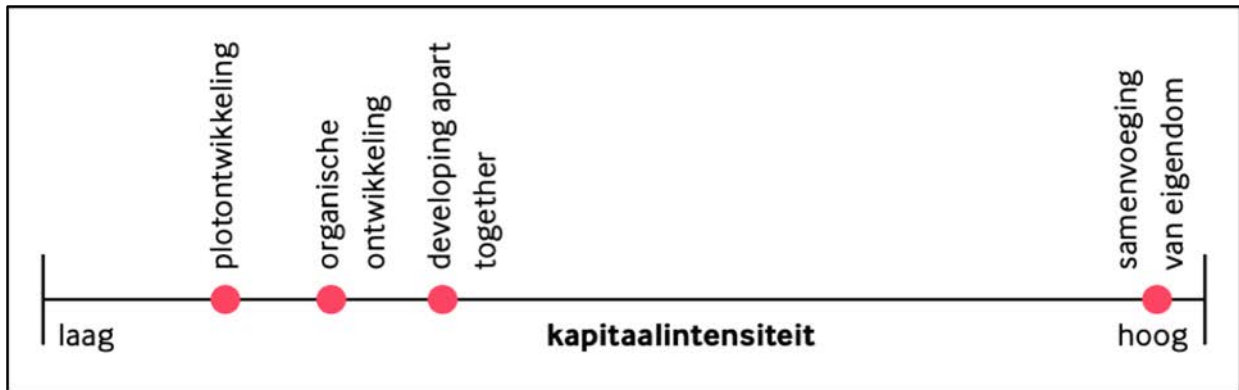


Figure 9: Overview strategies tackling ownership constraints. Capital intensity. (Hobma et al., 2018, p.31)

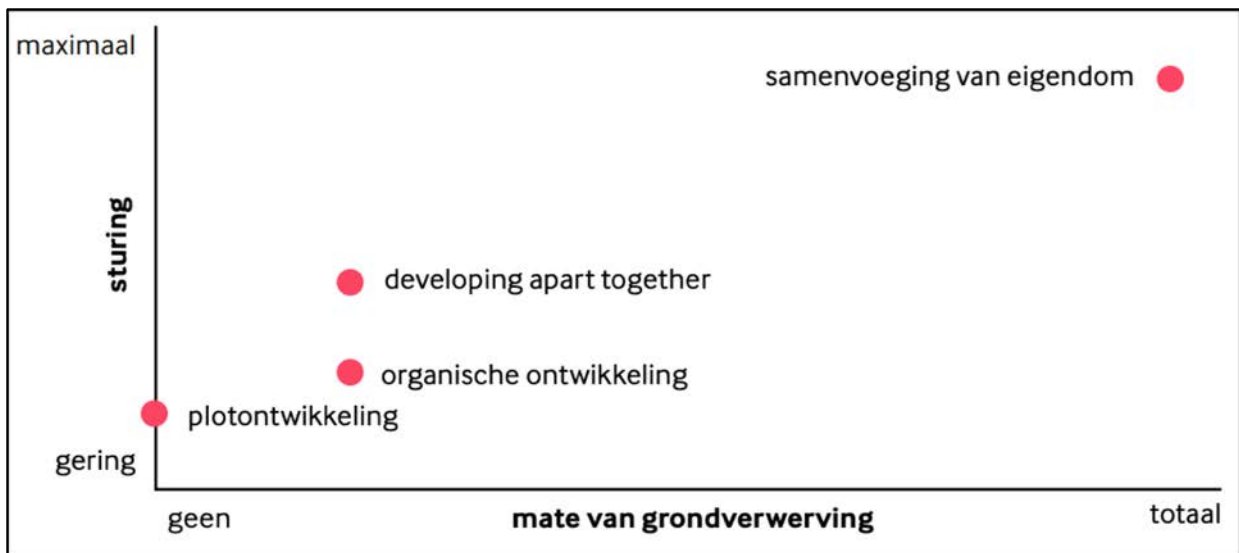


Figure 8: Overview strategies tackling ownership constraints. Rate of governance and land acquisition (Source: Hobma et al 2018, p.31)

2.6. Conceptual model

Now all relevant theories and concepts have been discussed in the previous chapter, a visualisation will be made of the actual structure of my research and in doing so how these concepts are all interrelated with each other. The conceptual model which is deriving from the theoretical framework will be shown below.

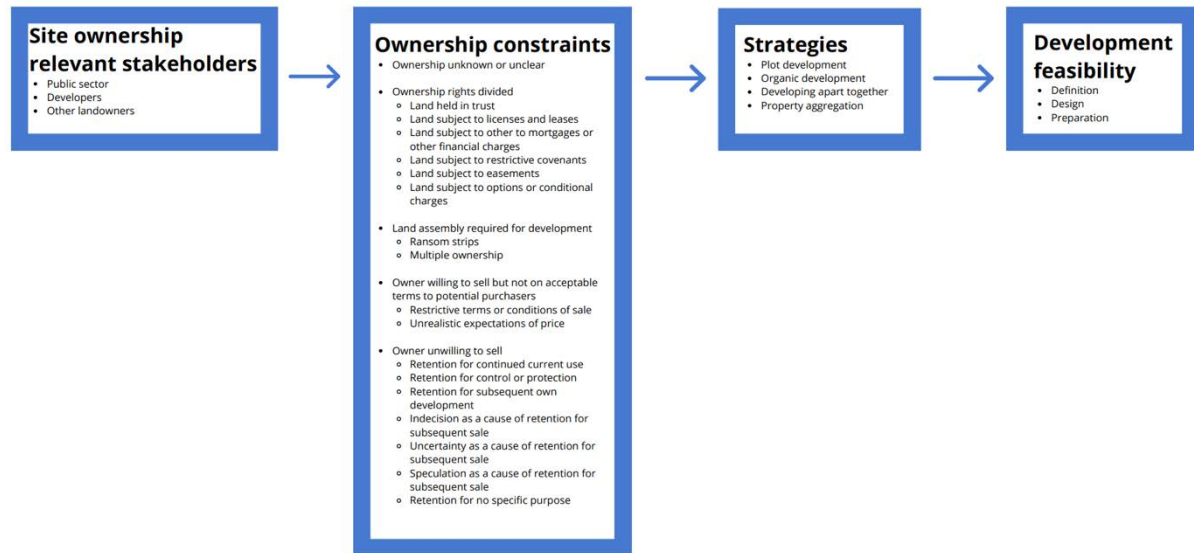


Figure 10: conceptual model. Source: own creation.

The model gives a conceptual view about how the structure of this thesis will look like. This thesis will look for different kind of ownership constraints which are impeding with the development feasibility of redevelopment projects in Amsterdam and Rotterdam. In this way this research tries to look which ownership constraints are actually relevant and occurring frequently in practice, followed by the assessment how the actors in these cities are trying to overcome these problems in order to achieve successful (and maybe more importantly) feasible urban redevelopments. In this way it could provide recommendations for other large cities which are coping with the same kind of problems as these cities.

3. Methodology

In this chapter the research methodological choices will be discussed. The methodological choices are very important and determine how the overall structure of the thesis will look like, and eventually how the data needs to be obtained and collected. In this chapter all the methodological choices and associated subjects as the research philosophy and validity & reliability will be discussed and examined.

3.1. Research philosophy and research approach

Before there will be elaborated on the general methodology this paragraph will briefly discuss the research philosophy of this thesis, followed by the approach of which this thesis will make use. This is the initial phase of this research. By means of the theories about the several approaches to (social) science a brief elaboration about the research philosophy and methodological choices will be provided.

3.1.1. Research philosophy

This thesis will make use of an interpretivist research philosophy in order to interpret the acquired data. An interpretative research philosophy is sometimes put on an equal footing with social constructivism (Creswell, 2013), although on the other side interpretivism can be seen as the epistemological component of qualitative research and constructionism as the ontological component (Saunders, Lewis & Thornhill, 2009). The question is whether the latter can be seen as correct, since interpretivism or social constructivism have its own ontological, as well as epistemological components (Talja, Tuominen & Savolainen, 2002).

Interpretivism is characterised by the idea that law-like generalisations, that fit within a (post)positivist approach, cannot be made, because the social world we try to understand is far too complex to be reduced into these generalisations (Saunders et al., 2009). By using an interpretivist research philosophy, the researcher tries *'to create new, richer understandings and interpretations of social worlds and contexts'* (Saunders, Lewis, & Thornhill, 2019, p. 149). Because every individual tries to understand the world, and create subjective meanings of his or her experiences, there is a varied multitude meaning (Creswell, 2013). It is the researcher's task *'to look for the complexity of views'* and *'to rely as much as possible on the participants' views of (...) a situation'* (Creswell, 2013, p. 24). By using this approach, I will try to look at in-depth thoughts and relations concerning the problem of ownership constraints in Amsterdam and Rotterdam. In seeking these complex relations, the thesis could (partly) provide answers to one of the most pertinent challenges in spatial planning.

3.1.2. Research approach: qualitative research with explorative character

So, as already concluded in the previous paragraph a merely quantitative (positivist) approach does not entirely fit the idea of social science (Guba & Lincoln, 1994; Saunders et al., 2019). The in-depth character of the topics which needs to be researched is genuinely more important and can better be obtained by means of qualitative inquiry. Furthermore I prefer to do qualitative research myself, since I usually am more interested in in-depth relations and reasons for people why they make certain choices instead of conclusions based on figures. Which type of qualitative research is going to be applied in this research and a deeper examination of that will be further discussed in this methodology chapter.

In following the line of an interpretivist approach this thesis will have an explorative character, although these two concepts do not necessarily belong together. In this case that will mean that the research does not intend to find one particular conclusive answer or solution to the main question, but that the research is very open for new insights and theoretical adjustments throughout the

process. Therefore the choice for an explorative approach fits very well into the set-up of this research. An already existing problem which is already (rather profoundly) has been worked out into the existing literature, will be tested in a new context and new époque, namely Amsterdam and Rotterdam in the current situation. The concept will therefore be tested in a new context and in a different period of time (as concluded in the scientific relevance most researches have taken place quite some time ago, in another context and in other scales). The concept therefore could bring up new insights about ownership constraints, because it will be tested in a new area and in a different period of time and on a different scale. The explorative character therefore fits the best in this research, since the research is not aiming for conclusive answers, but precisely aiming for results that could provide new insights or on the other hand confirm the theories and insights that have been provided by previous works such as Adams et al. (2001), Buitelaar et al. (2008) and Hobma et al., (2018).

The first phase of the exploratory research will be in the set-up of the research proposal. In this phase of the research the most significant task is to develop the topic of interest which will be elaborated in the entire thesis. Which topics are contemporary and interesting to start your research with, and subsequently comply with the scientific deficit of knowledge. All of this needs to be worked out before you can actually start with the research, and is among others part of the exploratory step in the research methodology. Subsequently, after the research set-up, the analysis will also have an explorative character. Like already mentioned this will mean that there will not necessarily be clear conclusive answers to all research questions but there is also room for new insights during the process. This obviously is one of the biggest advantages of qualitative research.

3.2. Research strategy: the case study

Now the research philosophy and research strategy have been discussed, I will now elaborate more about the general methodological approach of this thesis which will be a case study. In this section I will give a brief examination about the case study and how it could be relevant in this thesis, followed by the appropriate selection criteria of cases in this thesis.

3.2.1. General elements of the case study

Like concluded in the research previous paragraph this thesis will be convenient with a qualitative approach of research. Considering the specific methods which could be selected in a qualitative approach, this thesis will fit the best with a case study. A case study is one of the most used forms in qualitative and explorative research. The case study is particularly appropriate concerning research which aims to examine processes, and the context in which these processes are taking place (Saunders et al., 2019). These processes with associated contexts are of considerable importance for a wide range of research subjects, and are therefore perfectly being demonstrated by means of a case study. The case study is a suitable research method since it enables the researcher to clearly define the object of inquiry in comparison to other research methods. The case study therefore is rather simple and an easily executive research method, as long as all the methodological knowledge will be considered by the researcher (van Thiel, 2014). Furthermore the case study turned out to be an appropriate research method because it is easily applicable to multiple situations with different contexts. This enables the researcher to make good comparisons between different cases in the research, just as this thesis aims to do. In addition the case study also implies that the researcher is more closely involved throughout the entire research process and capable of addressing topics in a more in-depth way. The findings in the research are hence more likely to align with the real situation in comparison with quantitative research.

A case study consists out of two main approaches which the researcher effectively can select and apply. These two approaches are the *holistic* and the *embedded* case study. The holistic case study may be considered as the approach where one case is being analysed as a whole, like for example an entire company. So a holistic approach is an approach where the case is the unit of analysis. The embedded case study on the other hand looks at the sub-entities of the whole, like for example the different departments in a company (Saunders et al., 2019). The embedded case study thus is indicating a proportion within a specific policy context, and which has several units of analysis in the case. Next to the holistic and embedded approach a case study can also be distinguished between a *multiple* or *single* case study. The difference between a multiple or a single case study is that it could be just one case that will be examined which is the single case study, or more two or more which is the multiple case study (Saunders et al., 2019). Accordingly this thesis is looking to four different cases in the Amsterdam and Rotterdam. These developments will subsequently be analysed in-depth. Since this thesis will look at multiple and different cases which are situated within the same administrative body, the case study will be a multiple embedded case study. To what extent these cases are all generalizable will be further discussed further on in this chapter.

3.2.2. Case selection criteria

For the selection of cases it is very important the cases that will be selected are representing a situation in which it is convenient to look into the process that needs to be assessed. In order to do this in a scientific appropriate way, this paragraph will provide some criteria that are examined in the literature, and eventually will be applied in this thesis allowing the researcher to select suitable cases. Criteria will not indiscriminately be selected and applied in this thesis, but criteria will be selected and ultimately customized towards the context in which the cases are situated, namely Amsterdam and Rotterdam. Moreover criteria will also be considered in the context in which this thesis will provide recommendations, which as discussed in chapter 1 will be other large cities with a comparable size as Amsterdam and Rotterdam (especially in Europe). Ultimately this notion needs to be taken into consideration in selecting the appropriate cases for this research.

The assessment in the previous chapter showed that a multiple embedded case study will be the appropriate method for this thesis. In an embedded case study different cases will be distinguished and selected. By systematically selecting cases the scientific content of the researched will be enhanced. Therefore cases will be selected on the basis of various criteria, which will consequently increase the comparability between the selected cases. This is necessary in order to formulate a conclusion on the base of all different cases. In this research, selection is made for both local geographical circumstances and procedural content.

In order to guarantee the broadening of the research on one side, and the deepening of the research on the other side, the convenient number of cases need to be selected. Too few cases offer great possibilities for deepening, but however has limits to aspects such as generalizability (Flyvbjerg, Bruzelius & Rothengatter, 2003). Too many cases on the other hand can improve generalizability but limits possibilities for thorough research. The important task for the researcher is to select the exact amount of cases in order that both, thorough research and deepening on the subject on the one hand and on the other hand generalizability, can be guaranteed. Since both aspects are important there need to be selected multiple cases, but not too many. For this reason a total 4 cases have been selected for this research. The argumentation of this choice can be found in paragraph 3.4. concerning scientific strength of the research (reliability and validity).

The theoretical framework will guide as the main guideline in order to set up the criteria for the case selection. Furthermore the work of Buitelaar et al. (2008) is relevant for the case selections since they conducted a rather similar research in the Netherlands. Therefore a combination of both

aspects are taken into consideration in the set-up of the selection criteria. Eventually the following criteria have been selected and used in this thesis:

- Emphasis of the development on residential use, in addition with elements of comprehensive and mixed-use development;
- Location needs to be an inner-city transformation, i.e. urban redevelopment;
- Designation on brownfields, and more specific function change locations, e.g. old derelict industrial areas;
- Transformation must have been started (e.g. by altered zoning plans, postmark zoning plan, anterior agreements between developers and municipality etc.).

The criteria are, thus, comparable with the research of Buitelaar et al. (2008), but adapted to the specific context of this thesis. In the work of Buitelaar et al. (2008) the criteria have showed that they are useful for research concerning ownership constraints. Subsequently, the first three criteria are relevant, since these criteria essentially cover the foundation of this thesis. First of all it needs to be aimed for predominantly residential use, since the introduction chapter described that the Netherlands is facing a pertinent housing crisis. The supply of more residential dwellings therefore is the primary objective. The second and third criteria are a bit intertwined, but essentially cover the fact that it needs to be an inner-city transformation in an area which currently is an (old) business area (e.g. brownfield, e.g. function change location). With these criteria essentially the aspects of the research question and sub questions is covered. The last criterium is a criterium which has been used by Buitelaar et al. (2008) as well. This criterium is selected because it was also taken in Buitelaar et al. (2008). This criterium implies that the redevelopment already has been started, and therefore findings from already completed projects in the area can be taken. This notion can be relevant for enhancing the reliability and validity of the research.

Next to these four main criteria, subsequently there has been looked that there is enough variety in between the cases, because if two cases are rather similar the relevance of one case is likely to be disputed. According to Buitelaar et al. (2008) the variation between cases is determined by some variation criteria. In order to examine property ownership and associated constraints as good as possible, these variation criteria will also be applied in this master thesis. For this thesis it is important to take these variation criteria into account in order to prevent that results could possibly influence each other due to a poor application of variation in the selection of the cases. These variation criteria of Buitelaar et al. (2008) are among others emphasize that cases should be randomly scattered through the total area of investigation (so Amsterdam and Rotterdam) and that case selection should not be of the same initiator. In order to comply with good standards of research these criteria will therefore carefully be taken into consideration.

The mentioned criteria and variations have led to the following list of transformation projects that have been investigated in this research:

- Amstel III (Amsterdam)
- Hamerkwartier (Amsterdam)
- Feyenoord City (Rotterdam)
- Merwe-Vierhavens (Rotterdam)

The selection of these cases is a mix of coincidence and critical selection. First the Amsterdam cases have been selected for this research. The municipality of Amsterdam published an overview of three important transformations in the city by means of an online article. Two of these projects were Amstel III and Hamerkwartier, the other one was Sloterdijk. In analysing the characterises of these

areas it turned out that especially Amstel III and Hamerkwartier had some important similarities and differences between each other. This starting position between two areas made it particularly interesting to dig into both areas and look at the dynamics in the transformation. Furthermore Sloterdijk is a significantly larger transformation area than the other two, which made comparing more difficult. The selection of Amstel III and Hamerkwartier therefore is a convenient choice for transformation areas in Amsterdam. Subsequently the Rotterdam cases have been chosen. The choice for the cases in Rotterdam cases was a bit more coincidence than the Amsterdam cases. One of my family members is involved in the building and realisation of the new Feyenoord stadium. He provided me respondents for this area in order to implement the research there. Via the respondents in Feyenoord City I gained attention for the redevelopment in M4H. So all in all the process of selecting of the cases was different in both cities, and both a combination of coincidence and critical selection. All 4 cases are very strong aligning with the composed criteria, and can therefore all make a constructive contribution to this thesis.

3.3. Data collection and analysis

After the provision of the methodology the selection of right data collection methods is of considerable importance, since it will determine the way the thesis will be categorised and in doing so it will altogether form the foundation of the entire thesis. In this paragraph the selection of suitable data collection methods will be examined. The main focus will be on how the data is going to be retrieved in this research, in order to provide a sufficient amount and good quality of answers on the research question and sub questions.

As concluded in the previous paragraphs this thesis will make use of a qualitative approach of research, in the form of a multiple embedded case study. In doing so this research will make use of an inductive form of data collection to set up assumptions and to eventually test the theoretical insights. Several ways of data collection will be used in order to complete the entire thesis. The first way of data collection is own desk research, which serves as the foundation of this thesis by providing relevant literature and theories for the theoretical framework. Further use of desk research will likely be in a form of document analyses and other relevant items which can support the findings retrieved by the interviews and case study. Accordingly a second important form of data collection will be interviews with relevant actors. This thesis will aim to speak with people who are directly involved in development processes and can inform me how they experience the ownership constraints. With the help of for instance people from my internship address, own network or the university the most convenient and appropriate respondents will be selected. The selected cases form a very essential foundation of this thesis. Next to the data which has been collected by desk research and interviews, possibly the most valuable information is about how these ownership constraints can be observed in practice. In the following section the data collection methods that will be applied in this thesis will be further examined.

3.3.1. Desk research & literature study

First of all desk research and the literature study will form the foundation of the theoretical framework, which will serve as the main guideline in this thesis. The desk research will be important in order to gain the first relevant information about the ownership constraints for urban redevelopment projects. This includes a literature study where many articles need to be read in order to get a full and in-depth overview about the existing work of ownership constraints. Furthermore it provides the input of the theoretical framework, which will be the main guideline in this research. The focus in doing desk research is to examine and compile relevant information, especially considering urban redevelopment projects and ownership constraints. Subsequently the desk research will also provide the information and literature for the set-up of the conceptual

framework. Altogether they form an important foundation, especially in the beginning of the thesis. This literature can be conducted in several countries though, but will for a large extent be applicable for the Dutch case as well. Furthermore some comparisons between the countries can be made in order to understand differences or similarities. In this desk research the researcher will make use of the so called 'snowball-effect.' This means that by reading articles, you will come up with other articles which are for example cited in the first article. By working with this strategy, it will be easier to find articles which otherwise would be difficult to find. It also provides important checks for some kind information. For example information which seemed irrelevant at first sight, could ultimately be relevant after reading multiple articles.

Subsequently during the implementation of the research desk research could also be relevant. Next to the interviews and the analysis of several cases it could provide a necessary addition to the primary data retrieved by the researcher. This could be in all kind of forms like for example scientific articles but maybe also articles or documents that will be provided by relevant actors. The desk research will therefore be a recurring theme during this thesis. But all in all the most important purpose of the desk research will be to form the foundation of the thesis with the set-up of the theoretical framework, and in this way it will serve as a first exploration of the available literature for this research topic.

So, desk research and the literature study provide the foundation and background of ownership constraints in Dutch legal context for urban redevelopments on function change locations. Furthermore the theoretical framework with ownership constraints which have been distinguished, have been developed from the literature.

3.3.2. Actor analysis

Next to desk research with literature, this thesis will make use of an actor analysis. This form of analysis is used in order to identify and examine different actors and stakeholders for the different cases. For the first sub question in this thesis this method will be particularly relevant. Accordingly the actor analysis will be useful for structuring and interpreting the results of the interviews, since every case involves different actors and stakeholders. The actor analysis gives an overview of actors and helps to describe the roles of these specific actor towards the urban redevelopment. In relation to ownership constraints it will also be useful in order to determine to what extent the different actors have property ownership in the areas. The information of this actor analysis is based on the interviews with the respondents with some relevant additions from the literature.

3.3.3. Interviews

The main way of data collection in this thesis eventually will be by means of interviews. The interviews are the most important way of collecting data. In qualitative research the in-depth thoughts and reasons of behaviour of the relevant people is important to know in order to provide the right answer on the research question. As mentioned before the desk research will serve as an indicator in order to compose the interviews. In this paragraph will be further elaborated what kind of interviews will be conducted, with which people and why those people specifically.

The interviews that will be conducted in this thesis are semi-structured interviews. In the semi-structured interview, an interview manual or topic list is used as a guideline. The interview manual lists a number of topics that the researcher wishes to discuss, or gives a set of questions prepared earlier (van Thiel, 2014). This implies that the interviews provide a certain structure in how they are composed, but leave freedom to the interviewer to a certain extent. In this way the interviewer is able to anticipate on aspects which he did not compose in the structure of his interview, for example because the literature did not provide that specific information (van Thiel, 2014). Furthermore this

enables the respondent to formulate his answers in a free way as well. In this way I think the semi-structured interviews fits well in an explorative research, which this thesis will be. Since it will not look for one particular answer but remains open for the free interpretation of the respondent that will be interviewed. Subsequently I will try to be neutral and interpret the answers of the respondents without giving adjudications. In doing so the interviews will provide the fundament for the answers of the research question, and help me in complying with the set-up research goal.

In the theoretical framework the important actors concerning urban redevelopment have been profoundly discussed. The aim is thus to be able to speak with actors who are involved in different cases considering different ownership constraints. In relation to the problem of ownership constraints in Dutch context it is especially relevant to be able to speak with developers and municipalities. By interviewing both developers and municipalities a broad overview will be given of the approach of private parties as well as public parties. This will be done in order to provide a good overall image of the different actors concerning different kind of ownership constraints. This will give a good overall image of the role of the interviewed actor towards the existing ownership constraints. For this thesis a total of 10 interviews have been conducted.

3.3.4. Data analysis

The acquired data subsequently needs to be analysed and interpreted by the researcher. This is where creativity and logical are coming together in order to do that in a scientifically appropriate way. In a nutshell analysing qualitative data according to van Thiel (2014, p. 143) is a process which goes as follows: *'(...) the analysis of qualitative data consists of dividing the data units into even smaller units, labelling these units with a code, and comparing the different codes with each other.'* In order to correctly analyse qualitative data, the researcher essentially codes all parts of his primary data (e.g. the interviews) and subsequently connects and examines all uses codes. Codes can be assigned to all kinds of things: opinions, behaviours, motives, activities, meanings, relations, situations, events, or perceptions (Miles & Huberman, 1984). The drawing-up of codes and actually constructing them can be done in a variety of ways. For inductive research most of the times codes are gradually developed and redefined during the process of analysis (van Thiel, 2014). The codes that are initially constructed will subsequently guide as a starting point for the next interview and so on.

Usually, though, codes are concepts with a certain meaning or content, such as theoretical constructs, characteristics of the units of study, relations or mechanisms, conditions, or causes and consequences (Miles & Huberman, 1984). In this process the researcher needs to look at patterns and themes which the researcher can compose for all interviews during the process of coding. This process colloquially can be called open coding. The questions and concepts specified in the research question and theoretical framework will form a guideline for this process. In addition, the researcher's expectations and theoretical knowledge will play a role. Furthermore is important to keep well in mind that codes must be singular in meaning, mutually distinctive, and closely related to the theory (van Thiel, 2014). The open coding in this thesis has been performed by labelling every part of the interview with the most appropriate code, and sometimes multiple codes. A substantial number of codes could be used in multiple interviews.

When the large bunch of open coding has been conducted it is time to make connections between those codes and put them into categories. This process is called axial coding (van Thiel, 2014). In order to remain and ensure that the analysis will be sufficiently succinct the ordering of codes is a relevant principle. Ordering is important for the formulation of and development of new theories (induction) or the position of the researcher towards the tenability of a composed hypothesis. The last phase of the qualitative data analysis the researcher will provide and try to make new theories in order to answer the composed research questions (van Thiel, 2014). In this thesis the large bunch of

codes has been moulded into 11 logical categories, followed from the theoretical framework. The process of coding in this thesis has been done with software programme Atlas.ti. The documents of the coding process in this thesis can be found in the appendices.

3.4. Scientific strength of the research: validity, reliability and generalizability

Now the the research philosophy and the methods of data acquisition have been discussed, the eventual quality and strength of this research will be discussed. After all it is important that the right way of data gathering will be applied into the research, and therefore the conclusions will be valid, reliable and generalizable. The way this research will aim in accomplishing these aspects will be discussed in this paragraph. Reliability and validity are important criteria for sound scientific research (van Thiel, 2014), and is very frequently an issue of discussion (Saunders et al., 2019). The reliability is dealing with the way that the techniques of gathering data essentially are showing consistent results. The validity shows if the results are actually representing what the researcher wants to know (Saunders et al., 2019).

3.4.1. Reliability and internal validity

The reliability of a study is a function of the accuracy and consistency with which the variables are measured. If variables are accurately and consistently measured, the chance is bigger that the quality of the variables is higher and that the measurements will not be coincidental, but paint a systematic and representative picture (van Thiel, 2014). The first element of reliability is accuracy, which basically deals with the measurement instruments that have been taken to achieve the results, such as questionnaires of observation schemes. The second element of reliability, which is much harder to achieve according to scholars, is consistency. The consistency involves the idea of repeatability, so if the research will be composed a second time will the same measurement will lead to the same results (van Thiel, 2014). These elements should seriously be contemplated when the reliability of the research has to be achieved.

The validity of a research consists out of the internal and the external validity of the research. In this part the internal validity will be discussed. The internal validity is referring to the actual cogency of the study itself (van Thiel, 2014). In other words, has the researcher really measured the effect they intended to measure? Two things that are of considerable importance are, firstly whether the research is adequately operationalized and secondly whether the presupposed (causal) relationships between variables do actually exist. Just as with the reliability it is important that in order to improve the validity also consider the potential challenges that could influence the validity of the research. In the next section the way in order to comply with the standards of good reliability and validity and overcome potential challenges.

Every method of gathering data has its own complexities and challenges for the reliability. This thesis will be conducted in the form of a case study with interviews as the main data collection method. Case studies are a very intensive form of research. The body of information gathered is considerable, and usually a study will extend over a prolonged period of time. Whilst the study is running, the researcher will come in close and frequent contact with the research subject, which increases the risk of subjectivity and selectivity (van Thiel, 2014). So in this thesis there has to be looked at what could be specific challenges concerning the reliability and validity for the research, and what has to be done in order to overcome these problems. Generally speaking, the more structured the interview the more reliable and valid the results will be (van Thiel, 2014). A second point worth mentioning here concerns the selection of respondents. There are no fixed rules for determining the ideal number and type of respondents. It will be clear, though, that the reliability and validity of a study benefits from a large research population, consisting of people from various backgrounds and social

positions. Like already mentioned in the method paragraph the aim in this thesis is to select important people within the development process, and preferably from different kind of institutions (public and private for instance). This in order to improve the reliability and validity of the total research.

3.4.2. External validity: generalizability

The external validity is about the generalizability of the research. This research is about, and will be conducted, in the urban regions of Amsterdam and Rotterdam. The conclusions that will be set up in this research could form recommendations for other large cities as well, especially with the same problems as Amsterdam and Rotterdam. But to which extent the results of a research in Amsterdam and Rotterdam can be generalized for other large cities in the world?

A disadvantage of case studies when comparing with other research methods is that cases internally could have many differences with each other. Every policy and every situation for different cases is different for every single case (Saunders et al., 2019). The aim in this research will be, despite of the difficulty of case studies to be generalizable, to provide in conclusions which could also be applied for other large cities. Some common trends therefore can be distinguished, although the several cases might differentiate in context. Therefore this thesis opted for distinguishing 4 cases, in order to better examine the global trends for ownership constraints. In that way the general conclusion, without interference of specific context could therefore serve as general conclusions which could form recommendations for other large cities. Furthermore the choice to conduct the research in two different cities rather than one, can prevent the occurrence of institutional elements which are apparent in one city but not in the other city. This choice makes the research more generalizable than when the research would have been conducted in one single city. Especially since Amsterdam and Rotterdam are of a comparable size and more or less have the same characteristics in terms of demographics, institutions, main ports et cetera.

4. The multiple embedded case study

Since this thesis will be a (multiple) embedded case study, it is of considerable importance to describe and examine about the place where the cases are situated, the administrative body, policies and the institutional context. In order to ensure and improve the validity of the research, there needs to be a valid choice of cases which will be at the core of this thesis. The selection criteria and subsequently the case selection have already been provided in the methodology chapter (paragraph 3.2.2.). An embedded case study essentially requires a broad description of the context in which the cases are grounded. In relation to this thesis these are the urban areas of Amsterdam and Rotterdam. Accordingly the most important elements to consider is, whether the cases are interesting and represent a situation in which it is convenient to make assessments about relevant ownership constraints.

4.1. Embedded case study: institutional context Amsterdam and Rotterdam

In this paragraph the two cities in which the research will take place, will be described in terms of what the most important challenges are in the city, which institutional framework is relevant and if there are any key policy directions which are set up in the city. Since this thesis will be composed as a multiple embedded case study it is, besides the cases obviously, important to examine the situation in which the cases are situated. Because the institutional framework and relevant policy directions are of a significant influence on what happens in the specific cases. In doing so, this paragraph will first elaborate on the domestic situation before the cases will be worked out. This will be done with information provided by the respondents, added by relevant policy documents. Accordingly in this research the choice has been made to look to what extent ownership constraints have influence on urban redevelopments in Amsterdam and Rotterdam. Although both cities are large cities and to some extent are facing the same challenges in terms of housing problems, there are certainly some differences between both cities which makes it interesting to examine how both cities are coping with ownership constraints.

4.1.1. Amsterdam: institutional context and policy

First of all there is Amsterdam, a city that in terms of inhabitants is growing in a very rapid pace. Each year the city grows with approximately 11.000 inhabitants and 5.000 households (Gemeente Amsterdam, 2019). This of course generates a severely growing demand for housing in the city. The housing problems in Amsterdam are, among several scholars and experts, designated as the worst in the entire Netherlands, especially in terms of supply and rising housing prices (van der Krabben, 2018). The difference between the demand and supply of housing became such out of proportion that housing prices increased and less people could afford to buy a home in Amsterdam, consequently the renting prices increased as well. Furthermore there is a remarkable imbalance in the Amsterdam housing market. To some extent this can be declared due to the fact that the largest part of the Amsterdam residents has a middle income, so the demand of middle-income housing is the largest. However the supply of middle income housing is the lowest compared to low-income and high-income housing, so this genuinely raises the prices of middle-income housing (van der Krabben, 2018). Subsequently, as stated in chapter 1, this trend is stimulated by a growing buy-to-let market and to a lesser extent the (illegal) rent to tourists. This forms an additional impediment on the already overheated market in which the Amsterdam housing market finds itself today. Stakeholders in Amsterdam, such as the municipality and several developers, consequently are keen to stimulate and provide the residential housing supply in the city, in order to meet the growing demand with sufficient supply within the different price categories.

A first interesting aspect for the Amsterdam region is that a lot of land is given in emphyteutic contracts, comparable with leasehold or long lease contracts in Anglesaxion countries. After property

ownership, leasehold is the second strongest form of ownership in Dutch legal context. The municipality sets up long lease contracts with a significant number of landowners in the city concerning the use of the specific part of land, consequently the land effectively remains in ownership of the municipality. These contracts often have a specified number of years, for instance 49 years, 99 years or even perpetual contracts. These long lease contracts, according to experts, have some major advantages from the point of view of the municipality. A further elaboration about the leasehold contract in Dutch legal context and in relation to urban redevelopments will follow in paragraph 4.3.1. of this thesis.

As already observed the previous paragraph some important stakeholders are involved in urban developments in the city of Amsterdam. The key stakeholders are current landowners, developers (most of the times already in possession of the land) and the local municipality. Altogether they try to compose their desired outcomes, and negotiate with each other in order to form a mix in which the ambitions of all parties are attained. First of all the municipality composes for a large extent the policy towards residential development in the city, and largely the direction the city is moving in the future. The policy in terms of content can be summarized as follows: *'The municipality wants a mixed and undivided city, where living is accessible and affordable, regardless of income, family composition, age or background. This includes low and middle incomes'* (Gemeente Amsterdam, 2019, np). This phrase is providing some important key points of the policy of the municipality.

First of all the municipality is aiming for a mixed and undivided city. So consequently, the municipality will aim in providing new neighbourhoods which are not uniform, monofunctional and repetitious, but diverse and predominantly with a mixed-use character. Subsequently housing need to be accessible, affordable, which especially includes the lower and middle incomes. A general rule in relation to new developments which is leading for the municipality is the '40-40-20 rule.' This implies that for every new development, the supply of housing needs to be 40% social rent, 40% middle income and 20% high income housing. Projects may derogate from this rule, dependent in which part of the city the development will take place, and who are the stakeholders involved. For example, if a large part of the plot is already owned by a social housing corporation, and neighbouring plots are built with a low number of social housing, the chance is likely that in the designated plot the number will be slightly higher than the specified 40% social housing. However, the challenges in Amsterdam are not particularly within the section of the social rent but predominantly in the middle-income section. The situation that already has been described, concerning the imbalance of the housing market towards the middle incomes, is very important. Housing needs to be built not only with a high-density but also (and predominantly) for the middle-class group in the city, which is one of the biggest (van der Krabben, 2018). The choice for the 40-40-20 rule is one made by the municipal politics, specifically by the city council in combination with the board of alderman. It therefore will be modified every five years with the new municipal elections, and the policy is therefore dependant from the political 'colour' of the council. Other policy in terms of content of the municipality which is worthwhile mentioning, is the 'environmental vision' which will be composed every five year by the municipality. This basically forms the integral vision of the municipality on which specific locations the municipality is willing to initiate developments. It thus gives a global direction and overview which locations have priority for the municipality to be redeveloped.

Now the policy of the municipality is discussed in terms of content, the municipality clearly distinguishes policy in terms of content with policy in terms of process and protocols. A very important term concerning urban developments in the city of Amsterdam is 'Plaberum', which stands for 'Planmaking and decisionmaking spatial projects' (Planvorming en besluitvorming ruimtelijke

projecten in Dutch). Plaberum is a leading principle for developing parties, with fixed moments in which they can present their propositions to the municipality. This offers policy makers at the municipality to give 'goes' or 'no goes' to certain projects, which is convenient for example regarding certain investments. Furthermore it gives the municipality the opportunity to keep control and monitoring about spatial plans. This improves the pace of project making and prevents that parties are concerned with projects which eventually will never be approved by the municipality.

All in all the overall policy of the municipality of Amsterdam in terms of content can be listed in concrete numbers. By 2040 the municipality aims at building 70.000 additional homes in the city, together with the necessary amenities. Since they announced they will predominantly be aiming for mixed-use developments, this is a logical outcome of their policy. Clear stated as well is that they will also be aiming for initiating these homes on existing monofunctional business parks and office locations (Gemeente Amsterdam, 2019). These will eventually be transformed into attractive combined living and working areas, with plenty of scope for promising and knowledge-intensive economy. The cases that have been selected for this thesis in Amsterdam, Amstel III and Hamerkwartier, perfectly suit and are in line with the policy of the municipality.

4.1.2. Rotterdam: institutional context and policy

Secondly there is Rotterdam where the housing prices are slightly lower than in Amsterdam (van der Krabben, 2018). However the housing prices in Rotterdam are still one of the highest in the whole of the Netherlands, and subsequently the housing prices in Rotterdam are rising at the quickest rate compared with the 3 other big cities in the Netherlands; Amsterdam, The Hague and Utrecht (Potters, 2020). The housing crisis in Rotterdam, thus, can be scaled as evenly pertinent as in Amsterdam, which means that there is a large demand for new houses. The municipality, in collaboration with multiple developers and social housing corporations, have indicated that the aim is to build 50.000 new homes until 2040 in Rotterdam (ANP, 2020). Important things to consider are that the new supply of houses need to be equally divided between social housing, middle (-rent) housing and expensive housing. Urban redevelopments on old business areas are important locations to initiate these new houses, since the municipality prefers inclusion rather than expansion.

Next to these ambitions some characteristics of the city of Rotterdam will be provided. The city centre of Rotterdam has been bombed during the second world war, so in order to rebuild the city a lot of modern and high-rise buildings have already been constructed in Rotterdam. This obviously enlarges the experience of the city of Rotterdam towards new developments and redevelopments. Rotterdam, just as Amsterdam and other large cities within the Randstad region, is facing the same challenges in terms of housing supply. Recently the average rents and housing prices are augmenting even stronger in Rotterdam than in Amsterdam (Potters, 2020). Therefore the urgency for new residential developments in Rotterdam is just as high as in Amsterdam. Moreover the large industrial harbour areas in Rotterdam offer a very suitable locations for transformation (see Merwe-Vierhavens case), so called function change locations. Subsequently another challenge in Rotterdam is that there are significant income inequalities between the northern and southern part of the city. Several projects, like for instance 'the Kop van Zuid,' are part of a larger program of the city of Rotterdam to make the southern part of the city more attractive in order to reduce the income inequalities in the city. The challenge for Rotterdam is, not only providing sufficient houses for the inhabitants, but also to build attractive neighbourhoods especially for the southern part of the city.

More specifying on the characteristics and policy of Rotterdam, just as in Amsterdam, Rotterdam also has some parts of the land given in leasehold contracts. Although leasehold is a less significant aspect in Rotterdam, and moreover the view of the municipality in Rotterdam is somewhat critical about leasehold contracts. This leads to the fact that the municipality of Rotterdam actively stimulates

developers and other landowners to buy off their leasehold contract (Woonvisie Rotterdam, 2016) However different parts of the city still have significant numbers of leasehold contracts, but there can be distinguished a slightly different approach towards leasehold contracts than the municipality in Amsterdam, where leasehold contracts still are an important cash-cow for the municipal budget. The impact of leasehold contracts will thus be less significant on areas selected in Rotterdam.

Continuously it is important to have a look at the policy of the municipality of Rotterdam. An important document which outlines the policy for the municipality of Rotterdam of housing is the 'Stadsvisie Rotterdam: Ruimtelijke ontwikkelingsstrategie 2030' (in the follow-up of this thesis: city vision). The city vision forms the spatial framework for investments, projects and plans that will be realised in Rotterdam. Accordingly this forms a strategy in terms of housing projects for the city of Rotterdam until 2030. Main objectives in this city vision are a strong economy and an attractive liveable city (Woonvisie Rotterdam, 2016) This city vision therefore forms an important pillar for the policy towards large urban redevelopments in the city of Rotterdam.

Subsequently another substantively and important policy document in the municipality of Rotterdam is the 'Woonvisie Rotterdam, koers naar 2030' (in the follow-up of this thesis: housing vision). In the housing vision ambitions of the municipality are formulated in order to make Rotterdam an attractive and viable city, and ultimately how the city can cope with the growing demand for housing (Woonvisie Rotterdam, n.d.). Furthermore the balance for different kind of housing is an important aspect. In Rotterdam applies the so called '20-30-30-20 division' (Verhagen, personal communication, 2020). This implies that for every new development approximately 20 percent needs to be initiated in the social rent, 30 percent in the middle segment, 30 percent expensive and 20 percent top. This is a political consensus that will lead to an even and liveable division of housing around the city of Rotterdam. Within the housing vision three important priorities are formulated:

- Create more attractive living environments;
- Guarantee future value;
- Keep the base in order.

With these goals the desired attractive and liveable city can be warranted. The housing vision is an outline vision, so it needs to be applied and modified to every individual development. However every new development broadly needs to comply with the vision and ambitions of this policy document.

Finally an important aspect in Rotterdam is social housing. The stock and supply of social housing in Rotterdam is significantly larger than for instance in Amsterdam. This is especially apparent in the southern part of the city, where some neighbourhoods consist out of approximately 80 percent social housing. In relation to new urban redevelopments percentages of social housing need to be considered very carefully. Therefore new projects can, dependant on their situation with regard to other neighbourhoods, the 20-30-30-20 rule can be derogated. This means 20 percent social housing, 30 percent mid-expensive housing, 30 percent expensive housing and 20 percent top. The integral image of the city and total supply subsequently are important indicators for this consideration.

So, although Amsterdam and Rotterdam are more or less having similar problems in terms of housing shortages and rising prices, the situation and approach in terms of policy is slightly different. This thesis will look at how either city is coping with ownership constraints and find their solution for the specific situation in which the urban redevelopment projects find themselves.

4.2. Case selection

4.2.1. Amstel III (Amsterdam)



Figure 11: Location of Amstel III on aerial view (Source: own creation)

Amstel III is an area on the verges of the city of Amsterdam located in the south-eastern part of the city (Amsterdam-Zuidoost), with a surface of approximately 90 hectares. The plan is to transform this industrial area, with a lot of large sheds and premises, towards a mixed area with approximately 5.000 houses until 2027, and after 2027 another 10.000.

The area is bordered by two important institutions in the city of Amsterdam, the Johan Cruyff Arena on the northern side and the AMC hospital on the southern side. A tube railway line separates the area from the Bijlmer neighbourhood which is also part of Amsterdam-Zuidoost. Amstel III is a rather monofunctional area with predominantly businesses and office spaces in it, often in the form of sheds and warehouses. During the financial crisis these offices were known for its high vacancy rates. The transformation of Amstel III will provide the area with more residential oriented premises, however with maintaining attention for small businesses and entrepreneurs within the neighbourhood (Plan Amsterdam, 2019). Also some of the current business premises will be kept, so there is no necessity for an integral demolition and transformation of the neighbourhood. The developments in the area will especially aim at high-density buildings especially meant for middle-income classes. So low-density office spaces will be transformed into a mixed-use high-density neighbourhood. Furthermore Amstel III will be a counterpart for the predominantly social and low-income housing in the Bijlmer. In providing multiple connections between both neighbourhoods the municipality aims to enhance the integration and spatial quality in Amsterdam-Zuidoost. As already mentioned the location is situated in the proximity of three tube stations, which accordingly provides

a good connectivity with the city centre. It is also part of the policy of the municipality to strategically build in the proximity of public transport hubs. Moreover with the completion of the entire neighbourhood also the cycling infrastructure will be enhanced in order to make the city accessible with the bicycle as well. All these interventions make an area, which at first sight looks far away from the city centre in absolute sense, suddenly very connected to the city centre and its main amenities.

This area and the transformation of the area is interesting in terms of content, because it has a special approach for the municipality of Amsterdam. Since the location at first sight is rather unattractive and involves high risks for developers to start a project in the area, the area has been designated as a pilot project by the municipality. The developers who first started their developments in the area, and accordingly took high risks to start their developments, were imposed with lesser demands from the municipality. Therefore they were able to take the risk in order to start the developments. After the first initiatives were made, the demands from the municipality became higher and stricter, because these developers automatically had lower risks than the first developers. This unique approach in Amsterdam, to a transformation of a monofunctional business area (brownfield) makes the transformation of Amstel III very interesting, unique, and could eventually be a guideline for other large transformation projects elsewhere. From 2011 onwards, the location emerged as a local, bottom-up transformation platform in a response to the high vacancy rates during the crisis. In 2014 the zoning plan has been changed, which currently allows the development of hospitality and retail outlets in the area. However there is no traditional master plan or development plan for this area and subsequently no new zoning plans will be drafted either. Instead there are clear objectives and appealing principles, linked with the required spatial changes which need to be implemented.

4.2.2. Hamerkwartier (Amsterdam)



Figure 12: Location of Hamerkwartier on aerial view (Source: own creation)

The second case which have been selected in Amsterdam is Hamerkwartier. Hamerkwartier is part of a large-scale redevelopment in Amsterdam-Noord, which is the northern part of the city, and has a surface of approximately 40 hectares. The plan is to transform the old industrial area to a mixed neighbourhood with around 6.700 new houses.

Redevelopments in Amsterdam-Noord are predominantly situated near de banks of the IJ-river. Some parts of the riverside already have been redeveloped or are in development currently, so the redevelopment of Hamerkwartier is seen as a logical step of quality improvement in Amsterdam-Noord. Currently Hamerkwartier is a low-density business and industrial area. Some parts of the area already have been developed, as a result of the 'postzegelregeling' (in the follow-up of this thesis: 'postmark arrangement' or 'postmark zoning plan'). Furthermore there currently is less residential related infrastructure so the municipality need to provide this infrastructure during the redevelopment, including some green area on the riverside. The remaining part of the neighbourhood will be redeveloped following the plaberum negotiations between the municipality and developers. The objective of the municipality is that approximately one third of the area will be designated for businesses and amenities, which strongly endorses the mixed-use character of the area. The remaining part will be used to create high density residential areas. The transformation thus will be from a low-end and low-density area to a high-density mixed-use area.

The case of Hamerkwartier is particularly interesting, since the municipality will not be involved in any large-scale land acquisitions and the process of negotiations will be according the regular process which is the plaberum process. The case can therefore provide the advantages and disadvantages of this process regarding large scale redevelopments in a large city such as Amsterdam. Subsequently

the case is also interesting regarding how the municipality will manage to control what will happen on the land, if they will not be involved in (large-scale) land acquisitions. Furthermore the situation in the old industrial area in Hamerkwartier is such that there are a lot of long lease constructions on the site. How will these specific characteristics of the area influence the development? The municipality has clearly announced that they need to appear with attractive ideas, encouraging owners to sell or cooperate with the development.

Global location cases within Amsterdam

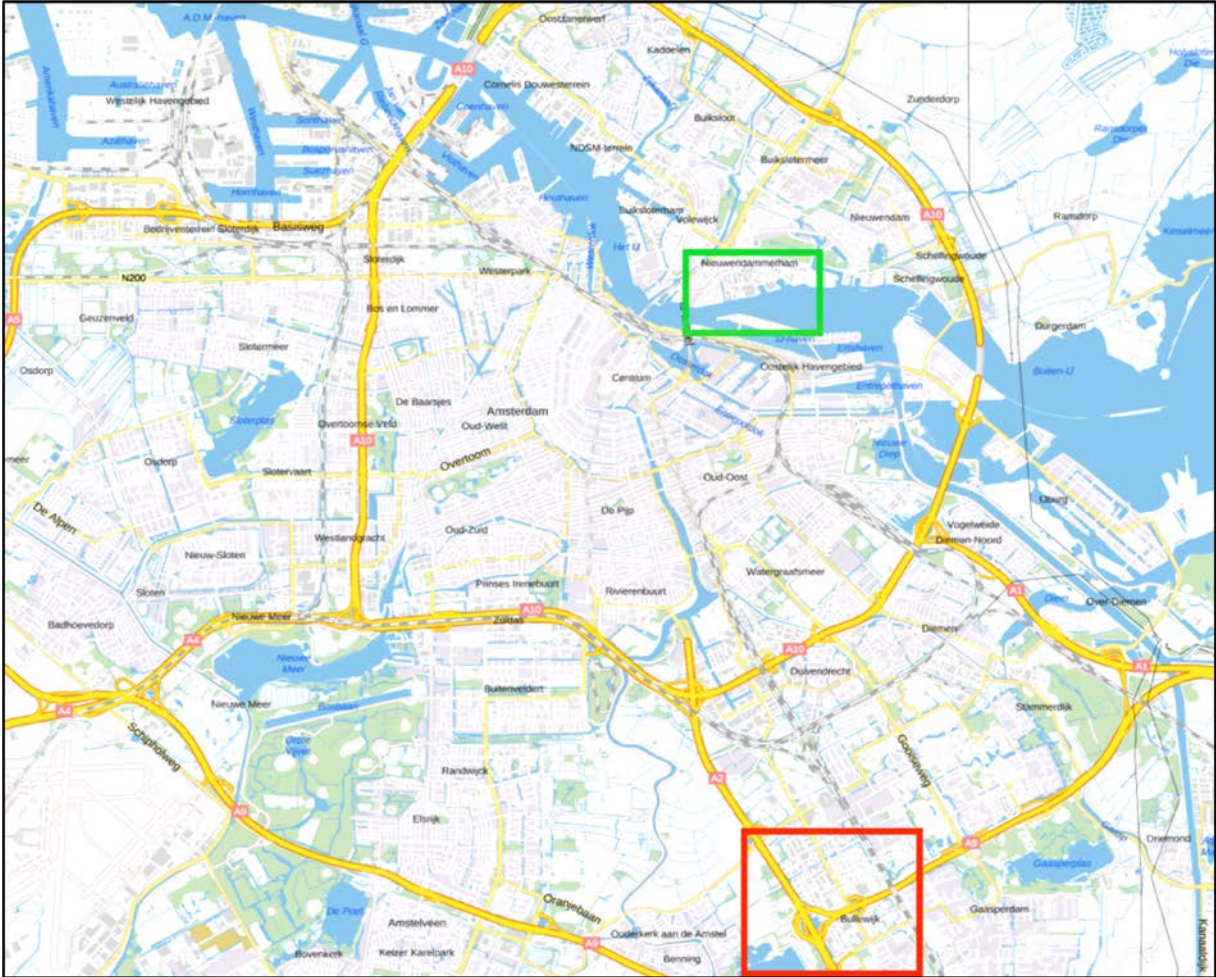


Figure 13: Broad overview cases in Amsterdam, with Amstel III in red and Hamerkwartier in green (Source: own creation)

4.2.3. Feyenoord-city (Rotterdam)



Figure 14: situation Feyenoord City on aerial view (Source: Gemeente Rotterdam (2020, n.p.))

The first case in Rotterdam is the redevelopment of Feyenoord City. Feyenoord City gained national attention since it includes the build of the new football stadium for the Rotterdam football club Feyenoord. But besides the stadium the redevelopment involves a comprehensive plan with the realisation of a mixed area, with special attention for sport, to about 3.700 houses. The surface of Feyenoord City is approximately 60 hectares.

Feyenoord City is part of a larger and comprehensive plan to redevelop Rotterdam-Zuid into a more attractive part of the city. The aim of this plan is to make the area of Rotterdam-Zuid more attractive for higher income households. Next to the stadium and 3.700 new houses the redevelopment will be complemented with other amenities such as shops, education, parks and sport facilities. The aim is to create a liveable and viable area, where living, sports and other activities will be very much interwoven. The plans of the redevelopment are in accordance with the current municipal vision (Gebiedsvisie Stadionpark). All parts of the redevelopment will be connected to each other with a street called 'the Strip.' This street will form the centre of the redevelopment. Last but not least the redevelopment involves also a major improvement of the public space, largely in accordance with the municipality. A new zoning plan is already been established for this area, leaving a lot open for creativity and multiple possible scenarios in the redevelopment.

This case is interesting in terms of content because of multiple facts and realities. First of all the area has a lot of private ownership. This makes the situation for redevelopment more complex and that

requires good cooperation between municipality and developers. Secondly the emphasis on sport, with the main eye catcher the stadium, makes the redevelopment accordingly more complex. The timing and planning of the redevelopment are very tight, and a lot of public attention and sentiment is assured. This aspect demands extra attention and good cooperation between all stakeholders involved in the redevelopment. Last interesting fact is, due to the complexity of the redevelopment, private parties (predominantly developers) have united themselves in a foundation which carries the redevelopment. This approach is very unique and can potentially guide as an important guideline and strategy for other large urban redevelopments. All factors combined make Feyenoord City an interesting case for this thesis.

4.2.4. Merwe-Vierhavens (Rotterdam)



Figure 15: Location of Merwe-Vierhavens on aerial view (Source: own creation)

Merwe-Vierhavens, often abbreviated as M4H, is the second case in Rotterdam and fourth case in this thesis. M4H is an old harbour area with a lot of harbour related buildings and other industrial premises. The area has a surface of approximately 100 hectares. The redevelopment has aimed in creating a vibrant and liveable are of the city, with urban amenities, new making industries, culture and residential. The number of dwellings is not strictly quantified yet, but the aim is to build in the range of 3.500 until 5.000 new houses (Gemeente Rotterdam, 2019).

Once M4H was one of the busiest fruit ports in the world. Nowadays the area looks rather unattractive and is object to obsolescence. Many of the existing industrial buildings are or will be remediated and are not in use anymore, an example is the Ferro gas plant. The aim for the area is to provide sufficient houses which will meet the high demand in Rotterdam. And furthermore keep the 'raw' character of the old harbour area, and in doing so provide amenities and new making industries

as well. Eventually M4H will be transformed to an attractive mixed area where residential and businesses will meet each other. Another advantage of the location of M4H is the proximity of the public transport hubs and the connection to the public transport network in Rotterdam. The redevelopment of the area has officially started with the realization of the three Europoint towers in the northern part of the area. Subsequently there has been drafted a concept zoning plan for the area, in order to make the redevelopment legally possible.

This area is interesting in terms of content because of multiple facts and realities. First of all the municipality has a significant number of land ownership in this area. This, in contrary to all other 3 cases, changes the strategic position of the municipality towards the redevelopment. It can therefore perfectly illustrate to what extent it is desirable for a municipality to have significant property ownership in an area. Subsequently a lot of other ownership is in the possession of one single owner, namely the harbour company. The starting point in M4H varies significantly from other cases and is therefore an interesting object of investigation. A last interesting point is that the area is an old harbour area, it could accordingly give more insight in the redevelopment of other harbour areas in the Netherlands or elsewhere with a similar ownership situation. All in all this makes the M4H an interesting case for this thesis.

Global location cases within Rotterdam

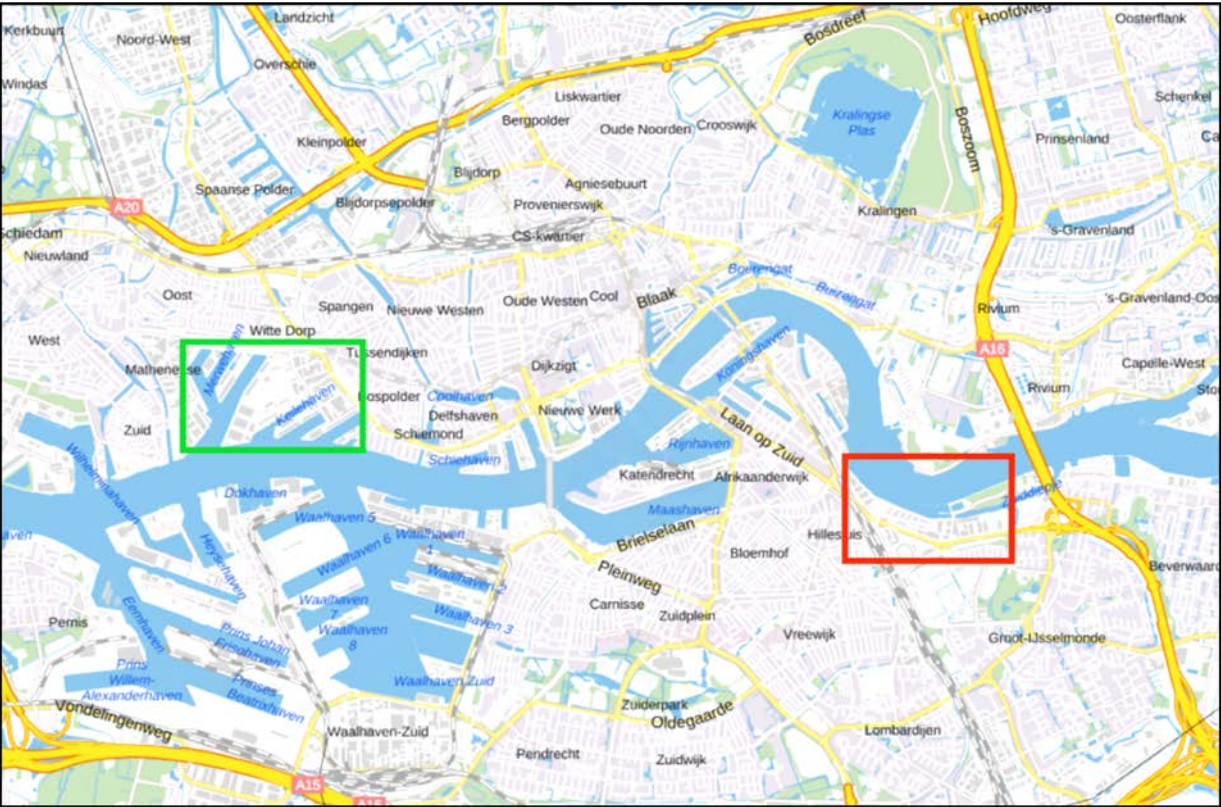


Figure 16: Global location within Rotterdam, with Merwe-Vierhavens in green and Feyenoord-city in red (Source: own creation)

4.3. General actor analysis

Like stated in the methodology, one of the analytical approaches in this thesis is an actor analysis. Before the examination and discussion about the specific cases, first a general actor analysis will be executed in order to clarify some of the roles and instruments of the specific stakeholders. In other words which actors and stakeholders are essentially relevant towards ownership constraints, related to the Dutch context. This paragraph will, in general, discuss all the relevant actors and stakeholders

for the Dutch context and subsequently examine their role in the development process based on the findings from the interviews and completed by the literature. All these stakeholders combined are relevant in the development process, and hence they play an important role towards challenges concerning ownership constraints. Due to the large variety of stakeholders only the most relevant stakeholders will be discussed in-depth in this paragraph. In the theoretical framework a first distinction between stakeholders has been made based on the literature, although that distinction merely distinguished roles in the development process rather than single entities and parties. In this chapter the assessment of stakeholders will primarily put its focus on single acting stakeholders and parties rather than the roles which are examined in the theoretical framework.

4.3.1. The municipality

In the theoretical a role in the development process is attributed to the public sector (Carmona et al., 2010). The most relevant stakeholder in the public sector concerning urban redevelopment, and an overall relevant stakeholder, is the municipality. As concluded in the introduction chapter (1.1.3) the role of the municipality towards urban developments is facilitating rather than active, which was the common practice in Dutch context for many years before the financial crisis in 2008. The strategy of active land policy and large land acquisitions turned out to involve considerable high risks for municipalities. Especially for inner city redevelopments where the municipality has to deal with existing real estate and several landowners, which creates an even more complex financial situation. The role of the municipality towards inner city developments thus has changed over the years. In this paragraph that role, the structure and the instruments of the municipality will be briefly discussed.

Structure

The municipality is an important political executive in Dutch society, especially concerning area development and urban redevelopments. With the politics of austerity in the Netherlands after the financial crisis of 2008, the responsibility for area- and real estate development largely extended to the local governments such as provinces, but particularly municipalities. Therefore their role towards area development has become more pertinent than it was before the crisis. In the Netherlands the municipality is always involved and engaged in developments of any scale. This makes them a very relevant and indispensable stakeholder in area development. However due the austerities municipalities nowadays struggle with capacity of civil servants, this has made the work for people at the municipality increasingly complex, even in cooperation with external advisors and consultants.

The structure of the municipality is basically the same for every municipality in the Netherlands. However municipalities in larger cities, such as Amsterdam and Rotterdam, are considerably larger than municipalities in small rural areas. This makes the municipalities in large cities often large and ponderous organisations for external parties. The municipality has three important executive roles: the Mayor, the municipal council and the board of Aldermen. Together they share legislative power. The mayor chairs both the municipal council and the council of mayor and aldermen. The council of mayor and aldermen exercise the executive power of the municipal government. Every 4 years there are elections for the municipal council, and this largely determines the political colour of the alderman, and accordingly the municipal policy. Subsequently every municipality has its own departments, where civil servants execute the policy of the Alderman and municipal council. Important departments in relation to area development are for instance Grond & Ontwikkeling, Ruimte & Duurzaamheid, Financiële zaken. Concerning area development, the municipalities are often divided in several project teams in relation to specific redevelopment projects. Collaboration between the municipality and other stakeholders involved is often done via these project teams.

Responsibilities and tasks of the municipality towards urban redevelopment

The municipality nowadays has certain responsibilities towards area development. These responsibilities predominantly have a social character. On the other hand, profit-making is not a specific aim for the municipality, like it was in the époque of active land policy. Although they do strive to keep urban redevelopments more or less break-even. In the negotiations with developers or other market parties this is an important position in order to recover certain costs concerning urban redevelopments on the developer (Van Buuren et al., 2017).

Nevertheless the primarily tasks of the municipality remain within the social domain. The social domain namely is an aspect which in financial terms has a lot of costs and less benefits. Project developers and investors do not want to spent money to certain social aspects, which does not deliver them enough yields and accordingly profits. The municipality consequently has an important role in ensuring that enough social housing, amenities and public space will be initiated in a neighbourhood that will be transformed.

A first important responsibility of the municipality is related public spaces. First of all the municipality needs to make sure that the public space transforms from a public space that is aimed on a large industrial area to a public space which is more convenient for a residential area, so more banks, more street lights etc. Secondly they cannot pay entirely for this public space themselves, so this needs to be negotiated with project developers. The municipality can do this by exchanging plots with developers, or incidentally acquire them if this is necessary. When the division of public space is settled the last important task of the municipality concerning public space is management and maintenance. The quality of the entire neighbourhood can be enlarged by a high-quality public space.

A second important task is social housing. The municipality in the Netherlands is not responsible for building and the management of social housing, that is namely a task of the social housing corporations. However the municipality has an important role in determining what will be the share of social housing for all developments. In the previous chapter we saw the common policy of the municipalities of Amsterdam and Rotterdam towards social housing, namely 40-40-20 for Amsterdam and 20-30-30-20 for Rotterdam, that is a share of respectively 40 and 30 percent social housing. An important task for the municipality is thus to negotiate these numbers of social housing in urban redevelopments. In large cities such as Amsterdam and Rotterdam more and more emphasis will be put on the middle-income housing as well, since there is a considerable shortage in these houses as well (van der Krabben, 2018). The municipality thus needs to negotiate the right division of housing with the project developers.

A third important task is that social amenities, such as school and community centres, will be realised. Furthermore local businesses and industries need to remain in the neighbourhood. The aim for municipalities thus is to create mixed areas, with residential dwellings, businesses and social amenities. There namely is a risk that the businesses will leave the area when the area gets predominantly residential. Therefore the municipality negotiates with project developers that there need to remain businesses in the area as well. This is also applicable for other social amenities such as schools and community centres. The mix and diversity in a new area is very important. These qualitative considerations are therefore one of the main tasks and responsibilities of the municipality.

Another important task of the municipality is participation and support. Especially in anticipation to the new environmental planning act, where participation becomes a much more important aspect than nowadays, municipalities are initiating large stakeholder conventions and are investing much

time to create support among stakeholders. This can be either with the developers and investors in the area but also with residents and other stakeholders. Participation is an important process to create support and confidence in large projects, and to make projects in alignment with all stakeholders rather than make all separate plans and ideas, so called co-creation. However it is an important task for the municipality to keep this participation in the total perspective rather than all different departments in which the municipality is divided.

Eventually the municipality has a lot of other responsibilities towards urban redevelopments as well. These are tasks and policies focused on sustainability, cultural history, parking and utility services for example. However the three tasks which have been examined above are the most relevant concerning the negotiations with developers and other landowners, and therefore the most relevant for issues related to ownership constraints. Moreover property ownership is a very important condition for the municipality in order to negotiate these aspects in a desired way, the more ownership the municipality has the more requirements they can insert.

Instruments

As we saw in the previous section the municipality has some important tasks concerning relevant qualities that need to be initiated in the area, and the subsequent negotiations with developers and other relevant landowners. The second important role of the municipality is the provision of the (public) legal framework (Van Buuren et al., 2017). In this section some of the instruments of the municipality will be discussed in order to assess their role towards the urban redevelopment.

Zoning plan

First of all there is the zoning plan. The zoning plan is an important public-law instruments which provides a set of rules and functions in a certain area (Van Buuren et al., 2017). With the zoning plan the municipality can enable or disable certain functions or amenities. In relation to new developments the municipality can shape conditions with the zoning plan in order to facilitate the developers and their plans. The determination of a new integral zoning is a long during process, so for large urban transformations the zoning plan will be made step-by-step with the postmark zoning plans, for example in Hamerkwartier. This prevents all relevant stakeholders to delay the process and enables the municipality to remain within the co-creation process with developers. However other projects decide to determine one integral zoning plan prior to the transformation, for instance in Feyenoord City.

The zoning plan is facilitating and sequent rather than active and determining (Van Buuren et al., 2017). Most of the time the new zoning plan will be installed after a prior agreement is been made between the municipality and a private party. When the municipality agrees with the plans of the developer they assent with the alteration of the zoning plan. Consequently the zoning plan gives the municipality power to regulate in certain areas and makes them an important stakeholder for urban redevelopments in legal terms. On the 1st of July 2022, with the arrival of the new environmental planning act, the zoning plan will make place for the 'Omgevingsplan' (in the follow-up of this thesis environmental plan) (Van Buuren et al., 2017). Not only spatial relevant aspect will be legal binding then, but the entire physical environment. This aspect, however, will not be of any significant relevance in this thesis.

Prior agreement

Another important legal instrument of the municipality is the prior agreement. This prior agreement is basically a private contract with private parties where all terms and agreements are negotiated between de municipality (Van Buuren et al., 2017). After the contract is signed the zoning plan will be adapted accordingly. This declares the notion that the zoning plan is sequent rather than

prescriptive. Especially if they have not much land in own possession the municipality must close these prior agreements with developers and other private parties in order to start the development. If the municipality cannot reach an agreement within a prior agreement, Dutch law prescribes that there will ultimately prevail an “exploitatieplan” (in the follow-up of this thesis: exploitation plan) (Van Buuren et al., 2017). In this way the costs will always be recovered on the private parties and not only on the municipality.

Leasehold contract

The leasehold contract is, next to the prior agreement, an important instrument for the municipality. Respondents from the municipality indicate that, next to the zoning plan, it offers an extra tool for the municipality to regulate and control developments on specific plots in their specific way. Although leasehold offers a strong legal position for the other party, since it offers the same possibilities as ‘normal’ ownership, the municipality either way is engaged in the negotiations about that certain plot (Van Buuren et al., 2017). This gives the municipality a stronger position than in cases where there is no ownership and no leasehold contract. So for a developer there need to be approval ‘spatial-legal’ according the zoning plan, and subsequently private-law approval according the leasehold contract. This makes the leasehold contract a stronger instrument for the municipality than the prior agreement. Consequently if an area does have leasehold there is no necessity to close a prior agreement. The prior agreement, hence, is for plots where the municipality has no ownership, and subsequently no leasehold contract. The municipality uses the leasehold for two specific reasons. First to impose a specific proportion of social housing to developers, and secondly to regulate on certain businesses. This regulation aims at keeping specific within the area and consequently remain qualitative of a high standard. Next to regulation leasehold contracts are also an important cash-cow for the municipal budget. These leasehold contracts, namely, yield significant numbers of money from the leaseholders. In relation to ownership and ownership constraints the municipality often offers the possibility to leaseholders to buy off the leasehold contract, or to make the contract perpetual. This eventually gives the original leaseholder the same degree of freedom than the owners with full ownership, however they first need to pay off this contract according to the ‘residuele grondmethode’ (in the follow-up of this thesis: residual land method).

Expropriation

The fourth and last important instrument of the municipality is expropriation. Expropriation is an important instrument to put pressure on sitting owners. It, namely, gives the municipality the legal approval to force the transfer of property ownership from private parties to the municipality (Van Buuren et al., 2017). However the municipality prefers to use this instrument as less as possible, it could be of significant influence in negotiations with private owners. The municipality must pay a market-conform payment for the property to the sitting owner, and accordingly as the ownership of the property. Therefore this is a considerable threat to owners, who prefer to raise the value of their property as much as possible. The municipality can use this for example if an owner is reluctant to sell his property for according real estate development. Furthermore expropriation could be relevant in order to attain associated public space or infrastructure. The general interest for the entire urban redevelopment is than bigger than the small private interest of the owner, and therefore the municipality can consider to use expropriation to impose pressure on the reluctant owners. Expropriation should not be confused with the law of preference. This, namely, is a law which enables the municipality to be the first buyer of a certain plot at the expense of other (private) parties (Van Buuren et al., 2017). This enables the municipality to regulate in relation to certain plots, for instance in order to attain their social and societal tasks.

The municipality has other instruments in relation to urban redevelopments as well, but the three instruments examined in this section are the most relevant in relation to urban redevelopments and urban transformations. All in all can be concluded that the municipality has a facilitating role rather than an active role. The municipality has some major responsibilities regarding urban redevelopments, especially in the social domain. Subsequently the municipality has some significant instruments in order to impose their desires to developers and other market parties, such as the zoning plan, leasehold contracts and prior agreements. This practice perfectly illustrates the facilitating role the municipality has towards urban redevelopments nowadays, rather than the active land policy with (high-risk) land acquisitions and tendering.

4.3.2. Developers, investors and corporations

In the explanation and examination of the theoretical framework one of the roles of actors was assigned to developers. The project developers and real estate investors are, in relation to urban redevelopments, indeed a very significant stakeholder. In this paragraph an examination will be given about the role of this stakeholders towards large urban redevelopments on business areas in large cities.

Project developers

A first category within this section will be the (pure) project developers. In short, these project developers are parties which acquire a plot of land in order to anticipate on future development potential, often already with conciliation with the municipality. A project developer, thus, invests in a plot of land, consequently carries risks associated to the project, and eventually attains the project, itself or in collaboration with builders. In Dutch these parties can be classified as 'ontwikkellende beleggers' (in the follow-up of this thesis: investing developers). The project developers are specialised in seeing potential in a certain area, consider all risks involved, and offering a programme that is in alignment with the zoning plan and other legal frameworks, and eventually has approval of the municipality (Van Buuren et al., 2017). For projects in large brownfield transformation areas for instance there are usually parties who feel comfortable with large urban transformation projects, and are specialised in seeing potential in this kind of areas. Subsequently when developers have invested in a certain plot of land in a certain area, and eventually create a plan in alignment with the municipality and construct their plan, they often need to find an 'end-buyer' for the project. These can be private individuals who will buy a home for themselves, or investors who will eventually use it as an investment and rent it to potential tenants. Most project developers have specialities in developing projects within specific segment, such as middle-class housing and to keep it within this segment, an example is SyntusAchmea for instance. Sometimes the developers keep a part of the eventual development for themselves, also in order to use it as a renting object. Good examples of these project developers are for example the companies of some respondents, Certitudo, Lingotto and BakkersHommen, but also parties as Heijmans, AM, SyntusAchmea and Provast.

In order to secure their future production of (residential) dwellings project developers must acquire land in an early stadium before the development (van der Krabben & Heurkens, 2012). This is a fierce competition with other developers and institutional investors. Since the municipality is not involved in active land policy anymore, they became much more dependant of private project developers. These project developers are, namely, responsible for the objectives of the municipality. This leads to intensive discussion and makes property ownership a pertinent theme in urban redevelopment. There, namely, is a clear discrepancy in objectives between the municipality and project developers. Project developers invest money and take risk for the process of development, and consequently want to make profit for all the risks they take. On the other hand, the municipality is keen to create areas with multiple qualities and social amenities as well. This is an important challenge towards

urban redevelopment, and that makes land ownership an important commodity and possession for either developers and the municipality. The project developers form a considerable number of parties with land and property ownership, and are ultimately for a large extent responsible and risk taker for the entire development. In order to earn back their large investments, the stakes are high in negotiations to return a lot of new residential dwellings (van der Krabben & Heurkens, 2012). Therefore the project developers are significant parties in relation to urban redevelopments, and accordingly ownership constraints.

Institutional investors

Another important group of stakeholders are the investors and institutional investors. These parties are not necessarily developers; however these parties have a significant amount of land ownership. They use the existing and future real estate as an object of investment for large numbers of money. In Dutch context these parties will be called 'institutionele beleggers' (in the follow-up of this thesis institutional investors). These parties use the real estate for large objects of investments, a good example is pension funds who need to invest their money. Most of these institutional developers see the potential of an area that will be redeveloped, and buy themselves existing real estate, in speculation of the value increase of the existing real estate (van der Krabben & Heurkens, 2012). Relevant parties who do this are for example Amvest, APG, Vesteda and Alterra. Furthermore these institutional investors can be large foreign companies who do invest their money in the Dutch real estate market. The institutional investors do have the land ownership or are in possession of a leasehold contract, and accordingly rent their real estate to private individuals and businesses in the area. Accordingly these institutional investors can be tempted to initiate developments on their specific plots of land. Since these parties own significant numbers of land in redevelopment areas as well, these parties are important stakeholders towards urban redevelopment and associated ownership constraints.

Social housing corporations

The third and last stakeholder in this section are the social housing corporations. However their role decreased in the last couple of years this is still an important stakeholder in urban redevelopments. The social housing corporations are responsible for the building, maintenance and renting of social housing. Therefore social housing corporations also have land ownership in urban redevelopment areas. In the current situation project developers partly must take the responsibility in realizing social housing, in accordance with the municipality.

Because surrounding areas already have a considerable number of social housing, in redevelopment areas the number of social housing needs to be reduced. Currently there is a trend to initiate more housing in the middle-class segment, rather than the social housing segment, since there are more significant shortages in this segment than in the social housing segment (van der Krabben, 2018). An important challenge in relation to social housing is that the quality of these social houses is in proportion with their surroundings. This is a major challenge, since corporations and other developers have bought the land for high prices. This puts pressure on social housing corporations and the municipality. Since social housing corporations are the owner of some plots in the redevelopment areas, and consequently because social housing involves major challenges, the corporations are important parties concerning ownership constraints for urban redevelopments.

4.3.3. Owner-users

Next to the municipalities and several developers there are other landowners in the areas as well. These are often businesses, small or large, and private individuals and tenants. All in all this category can be scaled as 'owner-users.'

The owner-users are important stakeholders in relation to urban redevelopments. They can basically be distinguished into businesses, small and large, and other private individual with land ownership or leasehold contracts in the area. The small businesses can be scaled as studios, workshops, laboratories, or small retail businesses, but also larger companies such as home improvement stores as Praxis and Gamma. On the other hand there are also larger companies, sometimes with a foreign office, who have property ownership in the area. These businesses often feel less affected and concerned with the city they are located, and also towards the urban redevelopment that will take place. The remaining property owners in the area, next to entrepreneurs and businesses, could be private individuals who have their residential dwelling or other property in the area (Smit). All of these stakeholders in the category owner-users are of considerable importance, since in relation to large scale urban redevelopments, there are many different owner-users, all with their own interests and ideas. Therefore these group of stakeholders needs to be taken carefully into consideration.

The primary interest of owner-users in most situations is the continuation of their own business activities. Their business is often located in the area for many years, so the owner-users have a strong interest, namely that the redevelopment may not deter with their business activities. Owner-users therefore potentially can see an urban redevelopment as a significant threat to the pre-existence of their business. Accordingly it is also an important task of the municipality to remain several businesses in the area after the redevelopment, since the aim is to create mixed and vibrant areas. The sitting owner-users are therefore of considerable relevance in order to keep the areas mixed with sufficient number of businesses in the area. On the other hand some owner-users are interested in using their property in relation to the redevelopment, and want to develop some parts themselves. All in all it is clear that in an area are many owner-users, all with different views and different interests. It is important for the municipality and developers to make plans that align, and are made in co-creation with these owner-users.

Strategies of municipalities and developers towards these parties do vary. Legally and theoretically it is possible for municipalities to buy owners out with expropriation, however this is not a desired tactic. Since these owners most of the time are entrepreneurs and people who are living in the area for a reasonable number of years. So in relation to large urban redevelopments, the stakeholders involved need to manage these redevelopments in co-creation with the sitting owner-users in order to get the outcome with the largest acceptance. Making plans in co-creation with owner-users is therefore of considerable relevance to create support among owner-users, and ultimately achieve the aims of keeping businesses in the area. Subsequently the experience shows that negotiations and plan-making with these owners is easier than with larger stakeholders, with many levels of governance, and/or with an international head office. All in all owner-users are important stakeholders concerning urban redevelopments, and consequently their wishes and interests need to be understood by the municipality and developers.

4.3.4. Foundations

A fourth and last stakeholder which is important concerning ownership constraints towards urban redevelopments are foundations. Within this category the distinction can be made between lobbying foundations and foundations as active developing parties.

Foundation as lobbying party

In some cases foundations, collaboration between several stakeholders, are an important stakeholder in relation towards the urban redevelopment. The first type of foundation is the foundation which acts as a collaboration between (private) parties, and accordingly form an active lobby towards the municipality and other relevant owners. The option to unite and make propositions to the municipality or other stakeholders with one voice, namely the foundation in the

name of all developers involved, gives these parties a stronger voice in this way. Furthermore the operation of stakeholders in a foundation is convenient in relation to the attainment of large infrastructural projects, or projects concerned with public space, such as the example for a large park in Amstel III. Such activities are particularly difficult as individual party, so accordingly the joint approach in a foundation enables developers to act more appropriate towards complex assignments, such as the attainment of a park. An example of this kind of foundation is 'Stichting Hondsrugpark' in Amstel III (this will be further examined in chapter 6).

Foundation as an active party

The second form of a foundation is a rather active one. This example of an active foundation was distinctive in relation to the Feyenoord City redevelopment. The clearest example of this kind of foundation is visible at the Feyenoord-city development in Rotterdam with the foundation 'Stichting Gebiedsontwikkeling aan de Maas.' Here the foundation is a syndicate of multiple project developers (such as Heijmans, AM). The large project developers have the function of credit funder of the foundation. The foundation, accordingly, has the responsibility to make the plans, manages the land acquisition, and divides a fair share over all project developers involved in the foundation. Furthermore the foundation works in strong collaboration with the municipality. The role of the municipality in this particular situation is that they can offer alternative locations for the owner-users in the area, which enables the foundation to acquire the plots for reasonable prices.. This strong collaboration with the municipality, and the combined (financial) effectiveness of the foundation makes challenges towards property ownership concerning large scale urban redevelopments more feasible. This type of foundation aligns very well with the property aggregation strategy of Hobma et al., (2018) (this will be further examined in chapter 7). The foundation as active party therefore is a considerable important party since they carry the most responsibilities in relation to the new redevelopment.

Since both, foundations as lobbying parties as well as active foundations, have a very relevant role towards urban redevelopments it is an important last stakeholder which is distinguished in this thesis.

5. Case Amstel III: a view to Amsterdam's new development approach

In this chapter the results of the research concerning ownership constraints in Amstel III will be described and examined. The theoretical framework will serve as the main guideline in this chapter, so every aspect can be debated and examined. The structure of this chapter is as follows. First the specific actors and stakeholders will be discussed, as well as their amount of site ownership in the specific situation. After that potential ownership constraints in this area will be examined, followed by how stakeholders are cooperating and together try to make the redevelopment feasible.

5.1. Stakeholders and ownership situation

In the first paragraph the important stakeholders for Amstel III will be examined alongside with the existing ownership situation. This will accordingly create the context of ownership constraints for Amstel III.

5.1.1. Public sector

Municipality of Amsterdam

The first important stakeholder is the municipality of Amsterdam. Just as with Hamerkwartier, the municipality prefers inner city redevelopment rather than expansion. An obsolete industrial area like Amstel III is a key location to initiate a lot of new houses, but also other amenities and offices and other working opportunities. Hence the municipality has put the significance to this area, and in combination with the legal power the municipality of Amsterdam is an important stakeholder in Amstel III. Just as in Hamerkwartier there must be considered that the municipality of Amsterdam has several departments and therefore cannot always act as one single actor. However also in this chapter the municipality and its global plans and approach to the redevelopment will be discussed as one single acting stakeholder in this case.

The area Amstel III consists predominantly out of large-scale businesses with a public space which is mostly designed as a business area. In order to make this area a nice and vibrant neighbourhood, a comprehensive and large transformation needs to take place. The municipality does not have much ownership in this area, except from some strategic plots of land. On the other hand almost every plot of Amstel III is been given with a leasehold contract. This does make the municipality of Amsterdam automatically a significant partner in negotiations. However regarding the entire transformation of the area, the municipality is for a large extent dependent of market parties with site ownership.

Because Amstel III is not an A-location in Amsterdam, and the area consists out of low-quality business premises, the redevelopment of the area is a rather complex challenge. The municipality therefore cannot use the classic 'plabrum' strategy for this area, like we can observe in Hamerkwartier and other A-locations in the city. Instead the municipality must show flexibility towards the entire redevelopment of the area. Also because the municipality has no large scale site ownership in the area. A significant strategy which is opted by the municipality for this area is being flexible towards developers, investors and other private parties, and give them freedom to a certain extent. First of all the municipality did not establish a new zoning plan for the area. The establishment of a new zoning plan for such a large area could take approximately 2 to 3 years, and moreover the possibility to be flexible will be strained by the new zoning plan, since it gives very specific possibilities for every single plot in the area. This either improves the pace of the redevelopment and furthermore keeps more room for customized plans. Subsequently no development plan or urban plan is established either. The approach for Amstel III from the position of the municipality, thus, is being flexible towards developers and other real estate owners, and opting for customized plans for every single plot.

Another quite experimenting approach of the municipality of Amsterdam in relation to Amstel III is the approach with so called 'deelgebiedvisies' (in the follow-up of this thesis: 'sub-area visions'). These sub-area visions underline the flexible and customized approach which is desired by the municipality. Cooperation and co-creation with relevant stakeholders in this approach is a very important aspect. The municipal council drafts clear objectives and appealing principles which are important for this specific area, but also for the image of the city in general. In parallel, the project teams of the municipality are composing these sub-area visions, in which they draft visions for many different sub areas in Amstel III, in co-creation with developers, architects and urban design planning agencies. This experimental approach is composed in order to see whether how far the local government can scale back their involvement without incurring any loss of spatial quality.

At some moment we saw that it turned out to be rather intensive to work from common rules towards specific rules for specific plots. So in the area 10.000 to 15.000 new houses will be added, and we accordingly saw the unavailability of an extra scale level where we as municipality could direct. Eventually we made an experiment for two large plots, where we contacted all stakeholders. The idea was that we would engage with an external office, and we as municipality as stakeholder as well, in cooperation with other stakeholders would draft a sub-area vision. So we as municipality are also an equal stakeholder, and we do not strictly determine what should happen on every specific plot. The approach is rather to draft these sub-area visions in co-creation with the other stakeholders" (Respondent 4, personal communication, 16 July 2020).

Important aims for the municipality which cause discussion and friction with developers are several and most of the times related to public-oriented functions. A first important aspect is realizing a high-quality public space for the area. This is an important aspect since the public space in the current situation is not designed and aligning with a public space meant for (predominantly) residential purposes. In relation to the redevelopment there needs to be invested significantly in the improvement of the public space in Amstel III, which aligns better in a residential area. Other pertinent aspects are social housing and the establishment of other social amenities such as schools and community centres for instance. Since market parties invested high payments to give them possession of land in the area, there exists a risk that spatial qualities, social housing and amenities suffer as a result of this (strategic) position. This forms the base situation in Amstel III from the perspective of the municipality.

5.1.2. Developers

As can be concluded from the actor analysis in chapter 4, there is not one single classification for a 'developer' in large urban redevelopments. As also Carmona et al. (2010) conclude, developers are many, various and the term embraces a wide range of agencies on a wide range of scales. Also in Amstel III there can be distinguished several different kind of developers which are relevant stakeholders towards the urban redevelopment in the area.

Regarding the redevelopment in Amstel III the developing parties have a significant number of site ownership. When the municipality announced that there were plans with the area to extensively transform it to a residential mixed-use area, developers strategically bought themselves in, and acquired existing premises in the area. Developers hence speculated on the transformation of the area and currently about 10 different developers have a significant number site ownership in the area. The developers in Amstel III are various kind of organizations, predominantly investors either national or international. Examples of some Dutch investors with position in Amstel III are Amvest,

Vesteda and Alterra. An example of an international investor is Greystar, a large capital investor who was one of the first parties to make investments in the area. These are, thus, several parties which invest their money in real estate development. Another form is pure project developers, a party like Certitudo which has position in Amstel III is an example of this form.

In Amstel III the situation is, thus, that developers have a lot of site ownership which is divided into different plots, dispersed around the total area. The municipality therefore has a considerable dependence on these parties, and basically the developers are the carriers of the urban plan and accordingly the residential objectives of the municipality. So when a developer in Amstel III wants to initiate a plan, the cooperation and partnership with the municipality emerges. The developers then need to propose a feasible business case. The municipality determines whether that is a desired proposal and which leads to negotiations to a plan which is feasible and acceptable for both parties. The fact that developers bought position for significant numbers of money in Amstel III creates an inconvenient situation for negotiations and associated ownership constraints. However developers with large plots have a stronger voice towards the municipality, since they are for a larger extent responsible for the objectives of the municipality concerning Amstel III.

“Besides the municipality also our fellow developers and investors in the area are important stakeholders. These stakeholders are possibly the most important, since we are essentially the carriers of the urban plan. That is what we are now discussing in the Hondsrugpark foundation. How do we ensure that Amstel III appears nicer and better for investors than for instance Sloterdijk or Hamerkwartier. Therefore you need to secure your interests and considerations. The moment when ‘big money’ arrives in this area, everything else will follow automatically (...). For this matter you should think of international or national investors. An important investor in the start for Amstel III was American Greystar, but also Dutch investors as Amvest, Vesteda, Alterra, and furthermore also pension funds. The large invested money so to say” (Respondent 6, personal communication, 9 September 2020).

Specifically for Amstel III a couple of developers which have a significant number of site ownership in the area, have assembled themselves in a foundation called ‘Stichting Hondsrugpark.’ In Amstel III the foundation gives the developers a more powerful voice in the direction of the municipality. After all a collected statement of multiple developers is stronger than the voice of an individual developer. A second important aspect of this foundation is an active lobby from developers to the municipality in relation to the construction of a new city park in the area. The construction of such a large park cannot be done by individual owners, but demands strong reconciliation and cooperation between developers towards the municipality. The foundation for that extent can intensify and enhance collaboration between developers among themselves and also towards the municipality.

5.1.3. Other relevant landowners

The remaining proportion of other landowners in Amstel III is of a rather small proportion and predominantly consist out of owner-users in the area. This portion of landowners in fact are landowners in the area without any willingness to participate in a development. These landowners can be divided into two categories.

The first category is domestic and local owner-users with a leasehold contract, that have their own company in the Amstel III area. They have no particular interest in contributing to the redevelopment and their primary focus is to continue their business activities. Examples in Amstel III are multiple small businesses and also a church community.

The second category in this paragraph are businesses and other landowners with an international head office or address. In Amstel III some real estate is in ownership with international organizations. In most cases in Amstel III this means that an international organization or investor has the premise on their financial balance as a cash cow. This means that these organizations are difficult to contact, and subsequently these organizations have no particular feeling with the city of Amsterdam. This makes the contact with these specific landowners rather complex in relation to the entire redevelopment.

5.1.4. Conclusion

So all in all Amstel III is an industrial area with little to no residential dwellings and a lot of large business and industrial premises. Currently several plots in the area have been divided, predominantly between a couple of developers and investors with interest to participate in the development. The municipality of Amsterdam has very little site ownership in this area apart from some public space and a school area which have been transferred with a developer. The remaining landowners consist out of domestic and international landowners, predominantly owner-users with specific interest to continue their business activities. Almost every plot of land in Amstel III is signed with a leasehold contract, this makes the municipality consequently a relevant and involved stakeholder to every development. Furthermore the municipality has the legal power of the current zoning plan.

5.2. Ownership constraints in Amstel III

In this paragraph the most pertinent ownership constraints for Amstel III will be distinguished. The ownership constraints will be distinguished and applied to the actual situation in Amstel III. Subsequently these ownership constraints and related issues will be further examined and clarified.

5.2.1. Multiple ownership

In relation to large scale urban redevelopments multiple ownership appears to be a problem of considerable importance. Also in Amstel III this constrain has appeared during the redevelopment. In this paragraph the occurrence in Amstel III will be examined.

Amstel III consists out of a large area out of approximately 100 hectares. It is inevitable that multiple owners gathered themselves in this area during the time. The area is a rather monofunctional business area where the ownership at an early stage already was significantly divided. That is self-explanatory because the area consists out of multiple entities which in the early stage often all had different owners. Now the area in Amstel III is designated as an important transformation area, and in about 2016 the area gathered interest of developers and investors. They started to buy themselves premises in the area in order to acquire land ownership. This resulted in the fact that the situation became more transparent and less fragmented than it actually was. In the current situation essentially 8 large plots can be distinguished. These are all plots where developers and investors bought themselves property and hence have site ownership. However the practice shows that not every plot or every parcel in the area belongs to parties with interests and aims to start redevelopments, municipalities and developers for instance.

Since the area is so large some plots still have multiple owners. This can lead to high costs for developers and accordingly this appears to be considerably obtrusive. An example in Amstel III regarding this constrain is a small church community which is adjacent to a plot of a developer. This church community possesses a strategic important plot concerning the redevelopment of a larger

parcel which is owned by a developer. This church community has no relation with the development and nor wants to be involved with the redevelopment. Their strategic position in relation to the plot of the developers, makes it an obtrusive issue. Since the church community did not want to participate in the redevelopment, and was not receptive for cooperation as well, the developer had to pay a rather high price to acquire the relatively small plot. Multiple ownership turned out to be an inconvenient ownership constrain for the redevelopment. Especially when the potential in an area becomes clear, and parties which stay long enough in the area are aiming to sell their plot for the highest prices. Multiple ownership to that extent has several common grounds with the 'Speculation as a cause of retention for subsequent sale' constrain. However multiple ownership forms the base situation, for this constrain it will align better with 'multiple ownership.'

"The party which stays long enough automatically receives the highest price (...). In relation to this case it involves a church community. You have to imagine, there is an unattractive and obsolete premise, with no value, and which almost falls apart since they don't invest money in it anymore. But the effect of that premise to my new real estate, if it remains in the current state, is very significant, so it needs to resolve either way (...). There is always a limit, but for such issues you need to pay higher amounts of money. Because if you do your plot is complete again (...). And in relation to these issues I think it is important that the municipality supports us, and consequently thinks in the common interest. But that's not always the case, and that chafes sometimes" (Respondent 6, personal communication, 9 September 2020).

The respondent indicates that they needed to pay relatively high amount of money to achieve the plot which would have significant influence on the new development. The alignment between the developer and the municipality, in relation to this case, is rather lacking. A more cooperative and joint intervention of both the public as private organizations could improve efficiency regarding issues caused by multiple ownership.

5.2.2. Retention for continued current use

Owner-users make of a very important composition in industrial areas. As already concluded in the actor analysis, one of the most important characteristics about owner-users is that their main objective often is to continue their business activities. Also in Amstel III owner-users have spoken out to the municipality and developers that they would not leave the area if they would not be able to continue their business activities. In Amstel III there are several owner-users who do not want to participate in the redevelopment and primarily want to continue their business activities.

"There are for instance a couple of owner-users in the area, and they have their premise and their business and they think 'I am fine here in this area.' That is not necessarily a problem, since the area cannot transform all at once. However there are also potential free-riders, and accordingly we do try to align with those parties. Most of the time that are premises in ownership of real estate operators (...). We do, though, try to involve them in plans and we will inform them about everything, since you don't want an objection to plans from those parties" (Respondent 5, personal communication, 30 July 2020).

In Amstel III there is a significant number of owner-users who want to remain in the area and essentially want to continue their business activities. Since the area in the start of the redevelopment merely consisted out of businesses and industrial premises, the area needs to be redeveloped in a

comprehensive scale. However it is potentially obtrusive, it is inevitable that there are a couple of businesses that will not particularly be attracted to the redevelopment. It subsequently is a task for the municipality to attract these owners in the plans, and inform them about what is going to happen. Since the municipality and developers do not want any objections to their proposed plans, because that can possibly cause severe delays. Furthermore the municipality needs to prevent that potential free-riders still make their contributions to the area. Therefore it is also important to keep them attached with the project, and make sure they feel involved. Moreover the fact that some owner-users do not want to redevelop, by proposing retention for continued current use, is especially on the short-term not even a significant constraint. It is, namely, not possible to transform the area all at once. It is therefore not troublesome if some plots will not redevelop and eventually remain their business within the area. On the long-term however it is important to engage and involve these stakeholders with the redevelopment, in order to secure some potential long-term redevelopment plans. These stakeholders will, namely, be relevant and interested all over the redevelopment trajectory.

5.2.3. Retention for subsequent own development

In Amstel III a significant number of plots is already acquired by developers with intentions to initiate redevelopments on their plot. Although the municipality depends on these project developers in order to realize their residential housing objectives, difference in views about several aspects can lead to friction and subsequently delays and retention from the developers with regard to new developments. This constraint to that extent forms the third and last ownership constraint in Amstel III, and can for Amstel III be divided into three categories; i.e. discrepancy about type of housing (e.g. social housing), discrepancy about public space and discrepancy about the pace of the municipality.

Discrepancy about social housing

One of the discrepancies in this constraint's category is the discrepancy about the types of housing. In Amstel III the municipality and corporations have little site ownership and most of the plots are bought by developers in an earlier stage. When the redevelopment potential in this area became clear developers needed to pay growing amounts of money for properties in Amstel III. Negotiations with the municipality about which types of housing will be attained in the new developments leads to considerable discrepancy, as follows from following quotations from both a project manager from the municipality as well as a developer:

“The biggest challenge is large social housing in the area. That is a very complex issue, and it is not without reason that social housing corporations normally do that in the Netherlands. Commercial private parties simply cannot make a business case with large social housing” (Respondent 5, personal communication, 30 July 2020).

“A potential constrain is that the municipality demands from the developer that we build 40 percent social housing, with the purpose to accommodate families there. And then we say yes, we want to build social housing, but that will all be small apartments. We can, in this area, not offer a house of 70 square meters for 700 euros, I cannot deliver that financially. Moreover, in an old industrial area as Amstel III, housing corporations have no property ownership, and they will not buy it as well. And on the other hand market parties buy themselves in for significant numbers of money, then consequently you will find a constrain if you need to initiate high percentages of social housing. That will not work. Subsequently I say to the municipality, I do want to initiate social housing, but then I think it should be on the municipality’s account. And then we are done very quickly because they say we will not pay that (...). Eventually that is a worrying situation, since you want a mixed area. You do not want only students for instance in those small homes, but also families. You want every target group, also families, to visit here. Eventually it is worrying that you will get a rather uniform neighbourhood with students and young urban professionals.” (Respondent 6, personal communication, 9 September 2020).

In the policy of the municipality of Amsterdam, their approach towards new developments in the city is, that the division social housing, middle income housing and expensive housing should be approximately around the 40-40-20 division. This approach can however not always be applied in relation to some development plots. If developers buy themselves in for high prices, and subsequently need to realize certain percentages of social housing, an easy calculation shows that only small apartments can be initiated. Also in combination with other requirements, which new developments need to comply with, makes social housing less cost-efficient. If the 40 percent social housing of the municipality of Amsterdam need to be retained, this results more concrete in the realization of rather small houses in the social housing sector. This means that families are not really able to buy themselves a social home in the area, and furthermore in the neighbouring area Bijlmer, homes of the same price with double the number of square meters. Consequently this means that the new neighbourhood becomes more uniform, since only high income residents or for instance students are able to afford a home in the area.

The discrepancy about social housing demands more alignment between developers and the municipality. Eventually social housing is an important aspect towards new developments, so this needs to be secured in a proper way. First developers who buy themselves in for high prices and subsequently need to pay much as well for the leasehold contracts and other requirements make a calculation what would be profitable eventually, and in doing so make a reasonable consideration. On the other hand municipalities, although for a large extent responsible for the implementation of social housing, cannot take this bill entirely on their account as well. Every plot demands customization, and therefore willingness and versatility from developers as well as the municipality.

Discrepancy about societal amenities

Another discrepancy which is associated with the ‘retention for own subsequent development’ constrain is the discrepancy about social amenities. Just as with the social housing the municipality is keen to realize sufficient social amenities in the area, in order to create a comprehensive area.

“Another significant constrain is the realization of social amenities. And then I am not only talking about schools, but also sport centres, community centres, and all that kind of stuff. And we need to give all those mentioned amenities a place in the area, but on ground which is not owned by the municipality. And I think that works considerably constraining” (Respondent 5, personal communication, 30 July 2020).

For developers it works rather cost raising if they need to implement societal amenities in buildings where they predominantly realize residential houses, since the developers in this situation are exposed to European Procurement Law. In an area where the municipality has no site ownership it is, thus, considerably problematic to realize good and sufficient social amenities in the area. If a developer for instance cannot realize more expensive houses in the development, than the costs for realizing social amenities are simply too high. The municipality and developers subsequently need to negotiate whether it is possible to integrate these social amenities in the area.

“We had a situation where we were in the middle of two different plot owners, and they were not indented to move or compromise with us. That was inconvenient because that would negatively influence our development (...). However the municipality thought that plot would be particularly convenient for a primary school. So at that moment we went to the municipality, and subsequently we proposed the municipality to buy that plot from us in return for a plot owned by the municipality which we again could add to our property ownership. Accordingly that enabled us to initiate a better cluster of buildings elsewhere. So to that extent we exchanged some plots with the municipality” (Respondent 6, personal communication, 9 September 2020).

However concerning the social amenities discrepancy developers and the municipality created a solution, as follows from the quotation above. The developer had an inconvenient plot of land since it was enclosed by two other developers which were not going to compromise. The municipality on the other hand thought that plot could potentially be a convenient location for a school. Accordingly both parties exchanged own plot of land in order that the municipality could initiate the primary school and the developer could make better clusters in their own development. A general understanding and subsequently joint approach to an ownership constrain, can subsequently undermine the obtrusiveness of ownership constraints.

Discrepancy between developer and municipality

The third and last constrain within the category ‘retention for subsequent own development’ is the discrepancy between the developer and the municipality. This constrain essentially comes to practice in a considerable difference in pace and approach between the municipality and the developers with property ownership that like to initiate development. The following two quotations adhere to that discrepancy.

“We should look to our own approach to certain things, and not making it too complex. Sometimes I think we (municipality red.) do make some things too complex. There is for instance an example of a plan, which need to meet all kinds of requirements imposed by the municipality but which does not really fit the urban plan. That is all with the best intentions, but actually it is pretty delusional. You should really look to the specific characteristics of each area. This notion sometimes misses within the municipal organization” (Respondent 4, personal communication, 16 July 2020).

As the quotation illustrates the developers with site ownership and the municipality have some different perceptions about the redevelopment. The municipality in their organization have certain approaches and certain defaults which are applied towards new developments in the municipal area. However this approach does not always adhere to the complexities of inner city location with fragmented site ownership. The municipality therefore does not always act accordingly with the notion of the fragmented ownership in the area, which leads to high standards that developers cannot always meet. The municipality needs to consider that redevelopments on inner city locations with fragmented ownership ask for a rather flexible approach.

“We have one plot, and there the conciliation with the municipality simply was taking too long. And I have also indicated to the municipality, if we do not hurry up than the tenant will run out of contract, that contract was finishing February 2018. And I said in the end of 2017, dear municipality, if we do not hurry up I will place a large sign with ‘to let’ on it. That is not to annoy or to blackmail you, but in order to create at least a bit of conscious-raising. Look, we are a financial company, and our shareholders want a decent yield on their equity. If I cannot give them the guarantee that we can get a move on the development, and there is a tenant who can lease it, then you lose 10 years on the total development. Then your chances to get along rapidly with the development are gone. In my opinion this is a missed chance, and that awareness sometimes misses with the municipality” (Respondent 6, personal communication, 9 September

Another example is that the municipality does not always act accordingly to potential redevelopment opportunities in the area. The quotation above illustrates that a developer was keen and ready to start the redevelopment, but the municipality did not anticipate soon enough to this possibility. This has led to the fact that the developer made a contract with a tenant and subsequently rent it for the following 10 years. Consequently this delays the entire transformation in the area with at least 10 years. As we saw in the actor analysis the municipality has a problem with capacity of enough civil servants. Developers as well as civil servants of the municipality that it is not the willingness of the civil servants of the municipality, but that the rather ponderous structure of the municipality in combination with a shortage of sufficient civil servants makes it considerably complex. This eventually has a significant negative influence on the redevelopment, since this issues evidently delay the redevelopment as a whole.

5.2.4. Conclusion

Amstel III is an monofunctional business area with low quality public space and a variety of large premises. A lot of developers and investors have already bought plots of land and therefore have property ownership in the area. The municipality on the other hand does not have significant ownership in the area. Ownership constraints which occur in this area are multiple ownership, since there are still owners with small plots of land which do distort the redevelopment process. Without good alignment between developers and municipality this constrain can be obtrusive. Furthermore there are a couple of owner-users in the area who want to remain in the area. If you single out potential free-riders and make sure you involve all these owners in the redevelopment, this constrain would not be considered as very obtrusive. The last ownership constrain, retention for subsequent own development, leads to a couple of discrepancies between the developer and the municipality. These discrepancies are concerned with the realization of social housing and social amenities. Subsequently also the flexibility within the municipality and the capacity to react accordingly to development opportunities due to the capacity problem, can potentially lead to constrains. These constrains appear to be obtrusive as well.

5.3. Strategies for obtaining development feasibility

Now we distinguished the different stakeholders and apparent ownership constraints in Amstel III, subsequently in this paragraph the common strategy towards ownership constraints will be determined in order to overcome the issues caused by ownership constraints, and in doing so achieving development feasibility. The four elaborated strategies of the theoretical framework will therefore be examined and considered in order to determine which strategy fits the best in the approach that is observed in Amstel III. Furthermore there will be made an assessment in order to see whether this strategy meets the issues that are caused by fragmented ownership (see paragraph 5.2).

5.3.1. The strategic approach in Amstel III: DAT

In the assessment of the strategy in Amstel III the conclusion can be made that the strategy which the stakeholders are applying in the Amstel III transformation aligns the best with the characteristics of Developing Apart Together (DAT). In this paragraph an examination will be made why this strategy aligns the best with the approach in Amstel III. In this paragraph a number of 5 quotations are selected that will illustrate the DAT strategy in this area, that will accordingly be examined.

“(...) there is a small park. Those plots are all in possession of different owners, but they have the notion that people in the future area also need a park to do things outside. So consequently they all will submit a bit of their own plot, in order to make a green area on that specific location. However that land is in their ownership, so we needed to make a joint plan for the park. Eventually all owners have accepted to approve of the park, and make their contribution on their plot like is composed in the plan” (Respondent 5, personal communication, 30 July 2020).

“We kept contact with the developers, since they were very keen to initiate developments. In doing so we have in about a year composed a set of minimal spatial programmatic frameworks, which will count for 3 years. (...) Those are really minimal requirements, so for instance 10 percent needs to be amenities, density needs to be between 2 and 3 for the whole area, and subsequently also the graphical framework of the public space, (...), very general. And then we thought, we as municipality are responsible for the public space. So we initiated to make some general rules, but without re-dividing all the plots involved. So we are not strictly going to arrange public space. This gave us a significant flexibility and also made sure we could really make pace with the development” (Respondent 4, personal communication, 16 July 2020).

Two important characteristics of DAT are alignment about the phasing of public and private investments in the area, especially for public space, and subsequently plots will be developed individually by new owners (stakeholders that bought themselves property ownership) and existing landowners, within the framework that has been drafted about phasing of investments. The two quotes above describe the cooperation between the municipality, specifically regarding the initiation of the new city park. For instance the joint plan that the developers all hand in a bit of their land in order to collectively contribute to a joint composed plan for a city park. This proves a rather intensive form of cooperation between stakeholders, but without strict guiding of the municipality. This aligns good with the DAT strategy. Also the second quotation proves this point. A joint plan is composed by a collective between stakeholders, thus together by developers and municipality. Very minimal requirements are drafted and plots are not largely re-divided. The municipality eventually takes

responsibility over the maintenance of the public space. Subsequently, when sub-area visions and other frameworks are jointly drafted by a collective of stakeholders, the plots are individually developed by the developers with property ownership in the area. These steps which are following up each other indicate the strategy of DAT is applied in the area of Amstel III.

“There is a foundation which is called ‘Hondsrugpark.’ They align all landowners who are involved in the initiation of the future park. Next to that there is also a public-private-partnership, between the borough of Zuidoost and a couple of large businesses in the area. They are concerned with the marketing of, among others, Amstel III” (Respondent 5, personal communication, 30 July 2020).

“So with the approach of co-finance and co-creation we decided to hire ‘West 8’, that is a selection which you make in alignment with the other stakeholders. Subsequently you will start a process of half a year to see what everybody wants. We have a strong idea for what should be high quality city, and the developers have their finance model, so that are tough conversations. So we all thought it was clever to put an autonomous party between it” (Respondent 4, personal communication, 16 July 2020).

Another important aspect of DAT is that it provides small PPP’s for cross-jurisdictional cooperation in the form of a joint organization, for instance about general programs, densities, functions mixes etc. As already concluded the approach in Amstel III is creating general and flexible requirements, in co-creation with all relevant stakeholders. This consequently is a joint plan from the municipality in co-creation with developers. Both quotations above indicate that this co-creation existed by engaging PPP’s, in some cases with the help of external and autonomous agencies. West 8 for example is an agency which consulted the municipality and developers in the co-creation about the approach in the area. This, accordingly is an important aspect of DAT, and it shows that this strategy is practically applied in Amstel III.

“For that area we have agreed on making a primary school, shops, and all that kind of stuff. Then we buy a plot of an owner, and in exchange for that they can have another plot in the area we they are allowed to initiate a program which is possible on that location. Then they can build there and subsequently we can use this plot to build the school” (Respondent 5, personal communication, 30 July 2020).

A last important characteristic for DAT is that there is a limited number of land acquisitions. The municipality only acquires land in order to obtain strategic plots of land which could improve land exchange and changes in the (future) public space. The quotation above illustrates this characteristic by a practical example. In this situation the municipality and a developer made an agreement about the exchange of two plots. The municipality bought the plot of the developer, where they eventually could build a primary school on a convenient location. And the developer obtained the plot of the municipality where they subsequently could initiate a development which they wanted. This can be distinguished as a strategic acquisition of a plot in order to realize a social amenity. This illustrates the practical implication of DAT in Amstel III.

5.3.2. The positive and negative aspects of DAT in Amstel III

The main objective of the strategy DAT is creating a coalition of the willing, in order to motivate as many owners as possible and to stimulate (re)development. In order to determine whether the

strategy has been successful, specifically for Amstel III, the convenient and inconvenient aspects of the strategy in Amstel III will be examined.

First of all the positive aspects of the strategy. With the coalition of the willing that has been created in Amstel III, the municipality and developers have made significant successes in for example the approach to the city park. So the alignment of the new public space, which has been designated as an ownership constrain, is particularly well managed with this strategy. This is also the case for the primary school, where the municipality and the developer exchanged plots in order to create a primary school. So without a vigorous governance structure, and towards certain complex issues, there have been made considerable successes in the area. Therefore the application of DAT in Amstel III creates a base for sustainable and creative solutions.

On the other hand some negative aspects of DAT are apparent as well. With DAT there are no large-scale land acquisitions. So all owners that do not belong to the coalition of the willing can potentially deter redevelopments. The example of the church community, which has significant influence on a certain development plot, is an example of this issue. Towards these issues the municipality and developers can still align better, and DAT cannot always create a suitable answer to that. Also in the negotiations between developers municipalities about for instance social housing, cannot significantly be influenced by DAT. For these constrains DAT, thus, cannot provide convenient solutions.

5.3.3. How can the strategy in Amstel III be further enhanced

In this paragraph an examination will be made of the perception of the relevant stakeholders concerning ownership constraints. This paragraph will provide some recommendations of relevant stakeholders, in order to further enhance the current strategy in Amstel III. These recommendations will be either from the perspective of the developer as well as the perspective of the municipality and are formulated in succinct items.

Equality

“Eventually it is all about equality, every party just wants to be treated in an equal manner”
(Respondent 6, personal communication, 9 September 2020).

A first important notion towards ownership constraints is equality. Mutual understanding and equal treating of stakeholders, from either developer as municipality perspective is a crucial aspect in order to enhance the approach towards large transformations with fragmented ownership. A fact is that, in the current practice, there will always be mutual dependence between private and public parties in urban redevelopments. That requires an equal and solid base on which you can make agreements related to the redevelopment. An insight about the structure of all parties can therefore be an important recommendation. Private parties should understand that civil servants have no direct mandate, and are more or less dependent from the political course of the college. On the other hand private parties have a business model and also want to make profit from the redevelopment. A better understanding from each other of the structure of each organization, could potentially enhance the success towards problems related to ownership constraints for urban redevelopments.

Other notion from municipality on pertinent issues

“The municipality can say it is your own responsibility to buy that plot, and technically they are right about that. However the practice is much more nuanced. They can simply not ignore the market. So at some moment they need to say, okay in the common interest we should not let this chance slip, and we should help each other in order to make success, and on the other hand still like each other at the end” (Respondent 6, personal communication, 9 September 2020).

In relation to an area which needs to be transformed, and where accordingly site ownership is fragmented, the municipality should apply less strict requirements to new developments than they would usually do. In other words, the approach towards large transformation areas involves another notion from the municipality. Both private as well as public parties have to make compromises in order to achieve the transformation ambitions. A private party cannot always take all responsibilities on their shoulders. In relation to these transformations there will always be a mutual interdependence between parties. So also municipalities need to make compromises in the common interest. Another notion from the municipality to these pertinent issues could enhance the strategy for ownership constraints in relation to urban redevelopments.

Showing ambition and flexibility

If stakeholders and organizations show ambition and flexibility, it could potentially enhance the cooperation towards urban redevelopment. Two approaches in Amstel III are to that extent very worthwhile to mention. First of all the flexibility in the zoning plan is an approach which generates flexibility. Determining a zoning plan first of all takes a lot of time. Secondly, because everything is determined in a zoning plan, you potentially force developers and other owners to step out of the co-creation. This approach, thus, enhances the pace and the flexibility towards the urban redevelopment. The second approach in Amstel III that is worthwhile to mention, is the sub-area vision strategy. With this approach parties generate co-creation with each other, which improves the cooperation and shared approach towards an area. Subsequently the co-creation can improve the overall support in the area in relation to certain redevelopments. Therefore it is a considerably relevant approach towards issues caused by ownership constraints. These aspects can eventually further enhance the development feasibility in relation to ownership constraints for urban redevelopments.

Investing in interpersonal relations

“I sometimes say, a large urban redevelopment is often built on distrust. (...). So every party will impose all kind of guarantees in the negotiations. And here we said, what if we are going to build on trust rather than distrust with each other. That is a really strange word in our métier” (Respondent 4, personal communication, 16 July 2020).

“A good interpersonal relationship is the most important aspect. If you have a joint objective than you can achieve very successful results” (Respondent 5, personal communication, 30 July 2020).

Another important aspect for enhancing the current strategy is investing in interpersonal relations between the different stakeholders. A better and stronger interpersonal relation between the people of for instance the municipality and a certain developer can improve the trust between people. This trust can lead to more confidence with each other and a growing notion of jointly approaching the

redevelopment. A joint goal can deliver successful results after all. Investing in these interpersonal relations, therefore, is potentially the most important aspect for further enhancing the current strategies in relation to ownership constraints.

Air rights

The last recommendation to further enhance the current strategy is Air rights. Air rights is a more technical solution for enhancing the strategies related to ownership constraints. This is a practice which among others is applied in for instance New York. It involves that developers or other parties who want to build large volumes, should proportionally deliver other elements in the common or public interest. For instance if you want to build more apartments, then you should deliver a more significant number of public space in the area. So, if the FSI (Floor Space Index) of a building becomes higher, as a developer you should proportionally deliver back. This could make negotiations much more transparent on the forward. Therefore this could be a solution in order to make negotiations more transparent.

5.3.4. Conclusion

The strategy that is applied in Amstel III is DAT. The characteristics of DAT align very well with the approach that is apparent in Amstel III. Eventually the conclusion can be made that the strategy, for the reach it has, is particularly successful. Some ownership constraints are handled in a convenient way, mostly due to the success of good alignment and cooperation. Some ownership constraints are more sophisticated to tackle. This can however not be blamed by the applied strategy, but rather to the inappropriate alignment between the municipality and developers towards some issues.

Approaches in order to overcome these problems and therefore further enhance the current strategy have been distinguished and examined for Amstel III. Important aspects to this extent are equality, other notion from municipality, showing ambition and flexibility, investing in interpersonal relations and air rights. All these aspects can, according to the involved stakeholders, further enhance the strategy in relation to current and apparent ownership constraints.

5.4. Conclusion Amstel III

Amstel III is an old industrial and business area in the southern part of Amsterdam. The area mostly consists out of properties that already have been acquired. Furthermore there are also some owner-users in the area and subsequently the municipality has also some small plots in ownership. The approach in Amstel III can be described as a new approach in Amsterdam, where not determining a zoning plan and sub-area visions are important elements.

In the area some ownership constraints can be determined. Multiple ownership, retention for continued current use and retention for subsequent own development are the most apparent. The latter had multiple representations, which are discrepancies about social housing and public space, and discrepancies between developers and the municipality. Especially the last ones appeared to be particularly obtrusive.

The common strategy in order to overcome issues related to ownership constraints is DAT. This strategy turns out to be successful to some extent. On the other hand some ownership constraints still appear, and therefore the stakeholders involved provided some recommendations in order to further enhance the current strategy. The important recommendations to this extent are equality, other notion from municipality, investing in interpersonal relations, showing ambition and flexibility and air rights.

6. Case Hamerkwartier: the classic approach on an attractive location

In this chapter the results of the research concerning ownership constraints in Hamerkwartier will be described and examined. The theoretical framework will serve as the main guideline in this chapter, so every aspect can be debated and examined. Therefore the structure of this chapter will be as follows. First the specific actors and stakeholders will be discussed, as well as their amount of site ownership in the specific situation. After that potential ownership constraints in this area will be examined, followed by how stakeholders are cooperating and together try to make the redevelopment feasible.

6.1. Stakeholders and ownership situation

In the first paragraph the important stakeholders for Amstel III will be examined alongside with the existing ownership situation. This will accordingly create the context of ownership constraints for Amstel III.

6.1.1. Public sector

Municipality of Amsterdam

The first important stakeholder is the municipality of Amsterdam. Essentially the same base as Amstel III, the municipality of Amsterdam designated Hamerkwartier as an important transformation location in the city. An industrial area with large obsolete business premises, that are apparent in Hamerkwartier, turned out to be a convenient area for this strategy. Furthermore Hamerkwartier is the logical sequence of redevelopments that already have been taken place on the Northern side of the IJ, such as Overhoeks. The municipality thus has put the significance to this area, and in combination with the legal power, either public as well as private law, the municipality of Amsterdam is an important stakeholder in Hamerkwartier.

As already observed in the analysis of Amstel III, it turns out that the municipality of Amsterdam is a large governmental institution with several departments. Therefore it is very seldom that the municipality can act as one single actor, since every department has its own interests. In this section, though, the municipality will be described as one single actor, since the different departments have no mandate to decide anything in relation to the redevelopment. The municipality and its general plans and approach to the redevelopment will therefore be discussed as one single acting stakeholder in this case.

“A first relevant aspect in Hamerkwartier is that almost all plots are given with a leasehold contract. Therefore the municipality of Amsterdam is always an involved stakeholder regarding new developments” (Respondent 1, personal communication, 9 July 2020).

Hamerkwartier is an area with some large old industrial premises and also some small local businesses. Furthermore there are also amenities in the area such as a supermarket and a large hotel. If you compare Hamerkwartier to Amstel III, Hamerkwartier already has some aspects in it which could already be convenient for a future neighbourhood. This is the reason the approach in Hamerkwartier slightly differs from the approach in Amstel III (paragraph 6.1.1.). A similar aspect with Amstel III is that the municipality has considerably little ownership in the area. Most plots are either in ownership of developers or owner-users with their local businesses. The municipality therefore is dependant of the private parties in relations to the entire transformation. Because the municipality has the legal power of the zoning, and almost all plots are given with a leasehold contract the municipality of Amsterdam automatically is a relevant stakeholder towards the redevelopment. This because there not only needs to be public-law approval with the zoning plan

but also private-law approval because of the leasehold contract. Since the municipality works with plaberum in this area, the approach in Hamerkwartier can be scaled as the classic approach for the municipality of Amsterdam. This classic approach can be used, since Hamerkwartier is a more attractive location in Amsterdam, and the area is less monofunctional than Amstel III.

“The municipality works with the Plaberum system. Essentially that is the cutting of the area development into multiple phases. First there is the ‘principebesluit’ (in the follow up of this thesis: principle decision), this has been made for us in 2018. Then there is an ‘investeringsbesluit’ (in the follow up of this thesis: investment decision), which is a formal go/no-go of the council. The council will let know if they are complying to the plans. Subsequently we determine a ground exploitation. This enables the project to receive all kinds of investments, which makes sure the development can effectively begin” (Respondent 3, personal communication, 26 August 2020).

Hamerkwartier is an area in Amsterdam where the traditional approach towards area development is applied. This is the approach of plaberum. As could be concluded from the quotation above the plaberum implies that the municipality uses a logical sequence of all kind of decisions. First there is a principle decision, then there is an investment decision which is a formal go/no-go from the city council and subsequently there will be drafted a ground exploitation. All these decisions are made on specific and determined moments, in order that you will not do things in vain.

“We started to prepare a postmark zoning plan in the area, these are necessary to initiate the first phase of the transformation. This actually is a kind of experiment, which seems to turn out in a good way. Consequently we can give legal and spatial permission to the developer” (Respondent 3, personal communication, 26 August 2020).

On some plots in the area the municipality has started with the approval of postmark zoning plans. These are the first initiatives with developers in order to initiate new developments on the plots where the developers have property ownership. If these experiments are turning out in a good way the municipality can initiate this on other plots as well. The first experiments with the postmark zoning plans are working out well in Hamerkwartier.

Important aims for the municipality which cause discussion and friction with developers are several and most of the times related to public-oriented functions. These public-oriented functions are public space, in order to make the residential area attractive in the overall perspective. Also social housing appeared to be a pertinent issue. The fact that private parties have most of the property ownership the municipality must always negotiate with these parties, and can for example not tender some plots to developers in the way they want it. Hamerkwartier is to that extent comparable with Amstel III.

6.1.2. Developers

As can be concluded from the actor analysis in chapter 4, there is not one single classification for a ‘developer’ in large urban redevelopments. As also Carmona et al. (2010) conclude, developers are many, various and the term embraces a wide range of agencies on a wide range of scales. In Hamerkwartier the developers are important stakeholders, since many property ownership is already acquired by developers.

“For all owners that want to initiate development there is a very broad spectrum of parties. There are some owner-users that want to initiate very small developments, there are hit-and-run developers predominantly focused on the short term, and also institutional investors as Amvest, they want to initiate a development and then keep it in their own property as an object of investment. These parties are often ensuring high quality developments. Furthermore also social housing corporations have some ownership in the area, they initiate social housing” (Respondent 1, personal communication, 9 July 2020).

As the quotation above shows, the developers in the area consist out of a broad spectrum of parties. This can vary between owner-users who want to quit their business activities and initiate a small development on the plot which they own. There are also developers who think in short term revenue and sell their houses which they developed. Subsequently there are also institutional investors which use the development as an object of investment. Also social housing corporations have some plots in Hamerkwartier. In Hamerkwartier, thus, a large number of plots is owned by developers, who all vary from type and objectives in the area.

“We (Lingotto red.) are not the largest party but we do have significant ownership in the area. Provast is a large party. Draka and Eigenhaard have a large plot, the Stork complex, and Amvest also has some large plots. But we do also have a large plot in our ownership. Actually those are all parties which bought plots speculatively, since they knew Hamerkwartier would be transformed in the following years” (Respondent 2, personal communication, 20 August 2020).

As stated in the quotation above, some developers acquired significant plots of land in the area. So the land which is owned by developers most of the times are large plots in the area. Important developers in this perspective are Lingotto, Provast, Draka, Eigenhaard, Amvest and also social housing corporations have some ownership in the area. All these parties bought themselves land in the area from the moment it became clear Hamerkwartier became a ‘Koers 2025’ area and was designated by the municipality as a transformation area. From that moment onwards developers have a significant proportion of the land ownership in the area. Subsequently there are no such foundations or other strong PPP’s in the area, for instance compared with PPP’s in Amstel III or Feyenoord-city in Rotterdam.

6.1.3. Other relevant landowners

The remaining proportion of other landowners in Hamerkwartier, next to the municipality and the developers, predominantly consists out of owner-users in the area. The largest part of these stakeholders as not really willingness or any concern about the redevelopment. These stakeholders can be divided into national and international parties.

“On the other hand there are owner users, the traditional owners in the area. Next to the developers they possess the industrial real estate and have their businesses there, and sometimes they also have ideas about own developments” (Respondent 3, personal communication, 26 August 2020).

The first category is domestic and local owner-users with a leasehold contract, that have their own company in Hamerkwartier. Most of these parties have no particular interest in contributing to the redevelopment and their primary focus is to continue their business activities. Examples in Hamerkwartier are multiple small businesses and specifically creators and manufacturers are represented in the area.

The second category is the businesses and other landowners with an international address or head office. In the whole of Amsterdam, so also Hamerkwartier, international parties have real estate.

These international offices possess premises in Amsterdam either for own business activities or on the other hand as an investment object. International offices are difficult to get in contact with and moreover have no particular feeling with the city of Amsterdam. This makes the contact with these specific landowners rather complex in relation to the entire development.

In addition there are also companies in adjacent areas which have influence on developments in the area. An example in Hamerkwartier is chemical Albemarle, which is situated direct next to Hamerkwartier, and therefore has significant influence on developments in Hamerkwartier.

6.1.4. Conclusion

Hamerkwartier is a well-known transformation area on a strategic and interesting location in Amsterdam. Since the area has been designated as a 'Koers 2025' area developers saw their chance, and speculatively bought different plots in the area. Almost all land in the area is in hand of either developers or owner-users, whether domestic or international. Although the municipality is either private-law with leasehold contracts and public-law with the zoning plan always a relevant stakeholder for redevelopments. In Hamerkwartier the municipality uses the system of Plaberum, this is a traditional approach to area development in Amsterdam.

6.2. Ownership constraints in Hamerkwartier

In this paragraph the most pertinent ownership constraints for Hamerkwartier will be distinguished. The ownership constraints will be distinguished and applied to the actual situation in Hamerkwartier. Subsequently these ownership constraints and related issues will be further examined and clarified.

6.2.1. Multiple ownership

Multiple ownership is a significant and frequent constrain concerning large urban redevelopments. Hamerkwartier also has its issues related to multiple ownership. In this paragraph the negative implication from this constrain will be elaborated.

Hamerkwartier is a large area of approximately 60 hectares. The fact that multiple owners are gathered in the area, especially after the designation as Koers 2025 area, is a logical consequence of this situation. Comparable with Amstel III developers saw potential in this area, and bought themselves premises in the area which gave them ownership rights in the area with potential to start developments. Essentially the starting situation with site ownership can be compared to Amstel III to a certain extent, although the location and characteristics of both areas significantly differ from each other. In Hamerkwartier the large plots are in hand of a select number of developers, which already have been mentioned in paragraph 6.1.2. But comparable with Amstel III not every plot is in hands of either the municipality or a developer that has interest in transforming the area. This situation of multiple ownership leads to issues regarding the development.

Since the area consists out of multiple owners and the plots are divided between a broad range of owners, this situation can be significantly obtrusive. An example in Hamerkwartier is related to the concept of 'planschade' (in the follow-up of this thesis: plan damage). Concerned owners around a certain development plot can claim so called plan damage for the new redevelopment that will be initiated next to their plot. Owners, often owner-users, who see the redevelopment as a potential threat can subsequently claim for a plan damage arrangement to the municipality. In the realisation agreement with the municipality, the plan damage denouncements will be passed to the initiator of the redevelopment. That potentially can lead to dissent between developer and municipality. The municipality cannot pay for all the plan damage denouncements, but these claims can neither be passed entirely to the developer. The starting situation of multiple ownership in an area like Hamerkwartier can accordingly lead to issues related to plan damage. Multiple ownership to that

extent appears to a pretty disrupting constrain. This example will be illustrated by the following quotation.

“There is the phenomenon of plan damage. Often that will be passed to the initiator of the development in a realization agreement, and that also happened to our plan. We are the first plan in the area development with a so-called postmark zoning plan, which we have composed for our specific plot. In the near vicinity there are several owner-users who potentially see the redevelopment as a threat for their businesses. We stated to the municipality that we, collectively, should portray the risks of all plan damage claims altogether. If it turns out a lot of businesses potentially can submit a plan damage claim, we should make a joint strategy about that. It would be rather inconvenient that we, as driving force and initiator behind the development, must take responsibility for all plan damage risks” (Respondent 2, personal communication, 20 August 2020).

Alignment between developer and municipality, concerning this kind of issues caused by multiple ownership, is really necessary. Currently the alignment between developer and municipality is not there convenient enough to tackle the issue. A more cooperative and joint intervention of both the public as private organization could improve efficiency regarding issues caused by multiple ownership.

6.2.2. Retention for continued current use

Retention for continued current use is a constraint which specifically can related to owner-users. Just as in Amstel III, owner-users compose a significant proportion of all owners in Hamerkwartier. Most of the times their main objective is to continue their business activities, and in certain situations (see previous paragraph) they see the redevelopment as a threat. In Hamerkwartier there are several entrepreneurs and other makers. Their main aim is to continue that activities. Therefore potential redevelopments can jeopardise the extent in which they can continue their activities.

Free-riders and owner-users that want to continue their business activities

“All those companies should be considered, because they need must continue their activities. This is constraining since you want to initiate a large-scale transformation, but on the other hand there are businesses that need to receive visitors and need to continue their activities without any disruption from the redevelopment” (Respondent 3, personal communication, 26 August 2020).

The same practice as observed in Amstel III is that on a large-scale transformation area businesses need to continue their business activities and therefore form a potential constraint to the redevelopment. The municipality and developers do not want any objection or plan damage claims from owner-users who see the redevelopment as a threat. Furthermore there should also be looked whether parties can prevent that potential free-riders will make their gains on behalf of the redevelopment. In Hamerkwartier stakeholders do also indicate that the long-term effects of this constrain is not particularly very constraining, since the area cannot transform all at once. It is however relevant to keep contact with all relevant owners, inform them about the plans and keep them motivated to eventually make their contributions to the redevelopment. These stakeholders will, namely, be relevant and interested all over the redevelopment trajectory.

Value existing real estate

An additional issue concerning ‘retention for continued current use’ is related to the value of existing real estate in the area.

“If you look what is particularly constraining for the transformation is the value of the existing real estate. Especially large business areas which are thriving and making good profits. Accordingly you must depreciate the existing real estate and that requires considerable large payments”
(Respondent 3, personal communication, 26 August 2020).

In business areas where the companies and businesses are thriving the value of existing real estate is rather high. Regarding the transformation the stakeholders involved need to initiate large-scale depreciations in order to write-off the existing real estate. Since the value of the real estate in Hamerkwartier is considerably high, this involves large investments from both the municipality and developers. This financial component makes the entire transformation more complex and therefore this element of depreciations can be particularly constraining for the entire redevelopment.

6.2.3. Retention for subsequent own development

The third category ‘retention for subsequent own development’ mainly involves the discrepancies and discrepancies between developers with site ownership and de municipality that wants to initiate societal oriented space and premises. In this paragraph the specific examples for Hamerkwartier will be examined.

Discrepancy about social housing

The first constrain is the discrepancy between the municipality and the developer about the amount of social housing concerning new developments.

“There are parties that just have other thoughts about the redevelopment than our propositions. The latter is particularly constraining, for instance developers which do not want to initiate social housing on their plot. Then we can say okay we quit the negotiations, but the redevelopment will not take place after all” (Respondent 3, personal communication, 26 August 2020).

Developers who have property ownership want to make as much benefit from their investment as possible. However the municipality needs to make mixed neighbourhoods, which accordingly includes social housing. Since the corporations do not have much site ownership in Hamerkwartier the municipality needs to arrange this with the developers who have ownership. That potentially can lead to discrepancies, since the developers are not interested or can just not provide in social housing financially. This situation can be particularly constraining concerning the redevelopment of Hamerkwartier.

Discrepancy about public space

The second aspect in this paragraph is the realization of public space. The municipality wants to initiate a park zone in the area on the bank over the IJ. The potential location of this park however is on plots owned by private stakeholders.

“So we are very keen to initiate a park on the bank of the IJ, in order to make the IJ publicly accessible. However the potential location entirely is on private terrain, and in that area we (municipality red.) have one small plot, so that is considerable summarily” (Respondent 3, personal communication, 26 August 2020).

“In practice you want to return approximately one-half to the public space, in order to make parks, banks and other qualities. Since the area is privately owned we (municipality red.) need to make significant investments in the public space, accessibility et cetera. That is financially rather constraining” (Respondent 1, personal communication, 9 July 2020).

In Hamerkwartier the municipality is keen to initiate a city park on the bank of the IJ. However that part of the area is largely owned by private owners, most of which are developers. In relation to the realization of the park the municipality is dependant of the private owners, and therefore should facilitate them in an appropriate manner. If it does not happen in that way this initial condition of not having a lot of ownership on the site you want to develop from municipality side, can be very constraining. Especially since the transformation from a brownfield to a residential area requires a substantial adjustment of the public space. For all plots in Hamerkwartier where the municipality does not have ownership in relation to public space, this element appears to be rather constraining.

Discrepancy municipality and developer

In the same line as could be observed in Amstel III the municipality sometimes does not act accordingly in relation to the complexities that are apparent on brownfields that will be transformed.

“The most inappropriate part of the municipality, notwithstanding the way of working, is that all departments want to cumulate ambitions. This leads to the fact that the sustainability department wants the most ambitious sustainability plans, the residential department wants certain percentage of social and mid-rent housing, land management wants maximum yields, the education department wants all kind of schools et cetera. If you cumulate all those demands you will eventually have an unfeasible plan” (Respondent 2, personal communication, 20 August 2020).

In Hamerkwartier the discrepancy between the developer and municipality in relation to certain redevelopments could be observed. As the quotation above shows the municipality, that works within several departments cannot get the optimum solution regarding their specific interest. If all those aspects are cumulated there ends up an unfeasible plan for the developer. Municipalities therefore cannot commit to maximum outcomes in all relevant departments and aspects. If developers and municipality cannot align on certain aspects it can lead to retention which eventually impedes with the entire redevelopment.

6.2.4. Remaining

Tendering utility supply

“The phasing of the transformation due to fragmented ownership can be a considerable constrain, particularly in relation to utility services. If you tender an area to a utility supplier, the conditions for the developer but also the potential buyers will be more convenient. Well, due to fragmented ownership eventually emerges a rather difficult approach, where everybody does its own plot and tenders it independently to utility suppliers. Everybody makes its own system and the soil cannot always handle it when you do that separately. In Hamerkwartier this item is not really well managed, so direction from the municipality would be helpful in this kind of situations” (Respondent 2, personal communication, 20 August 2020).

On greenfield developments where developers in cooperation with the municipality can very precisely phase the development, convenient arrangements can be made with utility suppliers. However on brownfields, due to fragmented ownership, the arrangements with utility suppliers are made by developers independently from each other. This consequently raised the price since

everybody is committing to their own system and moreover this can affect the plot of the neighbours. Direction from a party as the municipality in this kind of situations would be more convenient. If this does not happen it could be an ownership constrain of considerable impediment.

6.2.5. Conclusion

Hamerkwartier, just as Amstel III, is a business area where the municipality has particularly less ownership and where most ownership is with developers who speculated on the transformation possibilities in the area. This essentially leads to the same variety of ownership constraints as observed in Amstel III. Ownership constraints which occur in this area are multiple ownership, since in Hamerkwartier due to multiple ownership significant plan damage claims can be submitted in relation to new redevelopments. Without good alignment between developers and municipality this constrain can be obtrusive. Furthermore there are a couple of owner-users in the area who want to remain in the area. If you single out potential free-riders and make sure you involve all these owners in the redevelopment, this constrain would not be considered as very obtrusive. The last ownership constrain, retention for subsequent own development, leads to a couple of discrepancies between the developer and the municipality. These discrepancies are concerned with the realization of social housing and public space. Subsequently also the cumulation of requirements from the site of the municipality works constraining for the redevelopment. An additional ownership constrain is also distinguished, and that has to deal with the tendering of utilities to utility suppliers. This can be significantly price-raising if all individual parties do it independently. Without good direction of the municipality this issue can be constraining as well.

6.3. Strategies for obtaining development feasibility

Now the different stakeholders are apparent and the ownership constraints are distinguished for Hamerkwartier, subsequently in this paragraph the common strategy towards ownership constraints will be determined in order to overcome the issues caused by ownership constraints, and in doing so achieving development feasibility. The four elaborated strategies of the theoretical framework will therefore be examined and considered in order to determine which strategy fits the best in the approach that is observed in Hamerkwartier. Furthermore there will be made an assessment in order to see whether this strategy meets the issues that are caused by fragmented ownership (see paragraph 6.2).

6.3.1. The strategic approach in Hamerkwartier: plot development

In the assessment of the strategy in Hamerkwartier the conclusion can be made that the strategy which the stakeholders are applying aligns the best with the characteristics of plot development. In this paragraph an examination will be made why this strategy aligns the best with the approach in Hamerkwartier. In this paragraph a number of 4 quotations are selected that will illustrate the plot development strategy in this area, that will accordingly be examined.

“The municipality says we will facilitate with the zoning plan and another framework, but we will not be involved in acquiring land” (Respondent 2, personal communication, 20 August 2020).

“The municipality acts very limited and is therefore not an active player in the redevelopment. The project duration of this transformation accordingly is very hard to predict” (Respondent 2, personal communication, 20 August 2020).

The first characteristics of plot development are there is a very little number of land transactions, so every party develops on their own plot and subsequently that it is a gradual development so the project duration is unpredictable. The two quotations above actually substantiate these characteristics of plot development. The situation in Hamerkwartier, thus, is such that the municipality tries to be as less involved as possible in relation to land acquisitions and exchange of properties with developing parties. The main role of the municipality accordingly is to facilitate in legal terms, so mainly with the zoning plan and if there are leasehold contracts also from a private-law perspective. The developers who have site ownership can on their own initiative initiate developments. Consequently, since the redevelopment is largely on the initiative of the developers, the project time of this redevelopment is hard to predict. In that extent the fragmented ownership leads to a rather gradual and fragmented redevelopment in Hamerkwartier.

“The redevelopment is on self-initiative, so that means that the municipality will facilitate with legal-spatial frameworks, and by clarify what are the existing development frameworks. Subsequently we try to orchestrate that transformation, allowing us to obtain the results and qualities that we want” (Respondent 3, personal communication, 26 August 2020).

Another characteristic of organic development is that there is no exchange between parties, so concretely that means that every party develops on their own plot. Every party develops on its own. The quotation above in some respect indicates the fact that every party develops on its own. The role of the municipality is to facilitate, like already concluded, with the zoning plan and leasehold contracts. But the municipality is not involved in any land transactions and is not actively involved in the redevelopment. To that extent a lot of freedom is granted to the developer, who can determine their own path of initiating the development.

“We (the municipality red.) try to align several parties and moreover let them know that they are condemned to each other, so try to seek that collaboration. On the other hand we hope that after the investment decision, partly due to supervision, we can deceive all interested parties for redevelopment. We can therefore stimulate all owners that would like to initiate redevelopment and they will accordingly make significant pace. An example could be the organization of meetings where we try to align with all relevant parties. (Respondent 3, personal communication, 26 August 2020).

Additionally, a characteristic of plot development is little to no land acquisitions by the municipality. As already concluded the municipality tries to work facilitating in relation to the redevelopment, and subsequently will not be involved in any large-scale land acquisitions. The strategy therefore is persuading, tempting and facilitating the developers that are willing to contribute to the redevelopment. They do this by means of the legal power of the zoning plan and leasehold contracts. Furthermore the municipality tries to align the relevant stakeholders in order to stimulate the mutual cooperation between the stakeholders, and in doing so make them clear that all relevant stakeholders in Hamerkwartier are condemned to each other. However no large PPP's are incorporated, as for instance in Amstel III.

6.3.2. The positive and negative aspects of plot development in Hamerkwartier

The strategy of plot development has the purpose, with as little interventions as possible from the municipality, to stimulate the redevelopment in an area. The municipality composes a general vision for the entire area, and although developers must align with this vision, they have considerable

extent of freedom. In Hamerkwartier this strategy is implemented, since it is an attractive part of the city where many developers bought themselves ownership and are keen to initiate development. In this paragraph the positive and negative aspects of this strategy in Hamerkwartier will be examined.

First of all the positive aspects of plot development in Hamerkwartier. A significant advantage is that this strategy does not require large capital investments from the municipality and either no sophisticated governance structure need to be created. This leads to a considerably lower number of costs. And since Hamerkwartier is an interesting part of the city, where developers are really keen to provide high quality developments, very strict regulation and capital investments from the municipality site are not necessary. Furthermore the developers who have site ownership in the area can determine their own pace of the development, which gives some extent of freedom. This strategy does not imply that there is no close cooperation between the municipality and developers. Due to the fact that municipality and developers work together, the rather free and non-regulative character is this strategy, appears to be rather successful in Hamerkwartier. The practical example is the realization of the postmark zoning plan for one of the first large redevelopments in the area.

On the other hand the negative aspects. A potential threat is that the redevelopment is endangered with a weak vision on the redevelopment. In Hamerkwartier however that is not apparent and the strong vision of the municipality, composed in cooperation with the developers, makes the developers interested in the redevelopment. This point could therefore either be in the section with the positive aspects. A disadvantage however is that the municipality cannot strictly regulate on the redevelopment and therefore the project duration is unpredictable.

6.3.3. How can the strategy in Hamerkwartier be further enhanced

In this paragraph an examination will be made of the perception of the relevant stakeholders concerning ownership constraints. This paragraph will provide some recommendations of relevant stakeholders, in order to further enhance the current strategy in Hamerkwartier. These recommendations will be either from the perspective of the developer as well as the perspective of the municipality and are formulated in succinct items.

Investing in interpersonal relations

“Anteriorly you have to be very clear about what you want, since it remains a human’s job. So it is important that you trust each other and have the feeling with each other, and in doing so you have to find a good cooperation with each other” (Respondent 2, personal communication, 20 August 2020).

“Yes, it is very important that you trust each other, and consequently you can work on something with each other with the same drive and the same objective” (Respondent 3, personal communication, 26 August 2020).

An aspect, also observed in the redevelopment of Amstel III and which is also of considerable importance in Hamerkwartier, is investing in interpersonal relations in order to build trust with each other. Better knowing each other and a stronger interpersonal relation can enhance the trust between people which can consequently lead to better and more profound results. Especially in an area like Hamerkwartier where the municipality has very little ownership, and subsequently the strategy that is applied (plot development), this interpersonal relation is rather important. Investing

in these interpersonal relations, therefore, is potentially the most important aspect for further enhancing the current strategies in relation to ownership constraints.

Other notion municipality

“My recommendation to the municipality would be that we should altogether deepen into the issues and tasks which lie ahead of us. So you have to deepen into those tasks and subsequently dare to make decisions and priorities. Consequently on the base of that you can deliver customization. In this kind of transformations, you can no longer work on a normative way, as the municipality is used to do normally” (Respondent 2, personal communication, 20 August 2020).

Another aspect which already has been observed in Amstel III, this recommendation can also be applied in the context of Hamerkwartier. In relation to an area which need to be transformed, rather than for example a greenfield development, the municipality should act according to the complexities and challenges that are apparent in this kind of transformation areas. As the quotation above shows a recommendation to the municipality is, in relation to large scale urban redevelopments, to make priorities and subsequently dare to make decisions about the composed priorities. A normative approach, like the municipality is used to do, is not feasible in transformations as these, with a lot more complexities and challenges. Just as in Amstel III the conclusion can be made that the municipality should make compromises, in other words make priorities, and therefore can deliver customization. This can eventually enhance the development strategy in Hamerkwartier.

Conditions and societal and political support

“Firstly you need to know the current state of conditions in the area, so existing ownerships, market pressure et cetera. Subsequently you need to be sharp in your political ambitions regarding the qualities that you would like to initiate. So knowing what you are going to do and why you are going to do that in that manner. The combination conditions and ambitions certainly lead to a good strategy or a suitable plan” (Respondent 1, personal communication, 9 July 2020).

A successful redevelopment can take place as the combination of stakeholders are behind the conditions and ambitions behind the redevelopment. As the quotation above shows that concretely means that stakeholders are knowing what they are doing and also why. If every party could find themselves in the ambitions for the area, evidently higher and better qualities are to be expected. An important role for the municipality as regulator and facilitator of the redevelopment. Defining these conditions and ambitions can eventually enhance the development strategy.

Land acquisition municipality

“What could be a possibility for us (the municipality red.) that we would have the possibility to acquire plots, so if we cannot make progress with an owner that we could buy them out. We could subsequently sell that to a party that actually wants to develop, or to the neighbours allowing them to have a larger plot” (Respondent 3, personal communication, 26 August 2020).

An additional strategy for the municipality is that they could be able to undertake land acquisitions in relation to the redevelopment. This would actually alter the strategy from plot development to organic development or DAT. However the fact that the municipality can undertake these ‘strategic’ land acquisitions could potentially enhance the current strategy. The municipality would be able to

increase the pace of the entire redevelopment and can use strategic locations for initiating the desired public space and other amenities in the area. The strategic land acquisition could therefore be an instrument to enhance the current strategy and in doing so attain development feasibility.

Makers space

“For instance there is makers space. So that means that we are looking whether we can offer something to the owners, regarding for instance potential tenants. Often that is a worry for developers, they do want to initiate those halls, but they are not sure whether there are possible tenants for that. We can help to align with that as municipality” (Respondent 3, personal communication, 26 August 2020).

A last interesting aspect in Hamerkwartier is the suggestion of makers space. As the quotation above states this essentially implies that the municipality can offer some guarantees to developers that there are potential tenants, regarding for instance large manufacturing halls. If the municipality can help developers with finding new tenants, that can take away eventual worries from the developer side whether there would be tenants for their new real estate. This facilitating role of the municipality can potentially further enhance the current strategy.

6.3.4. Conclusion

The strategy that is applied in Hamerkwartier is plot development. The characteristics of plot development align very well with the practice that is apparent in Hamerkwartier. The strategy for Hamerkwartier can be declared, since the area of Hamerkwartier in Amsterdam is an interesting and a popular location, rather than for instance Amstel III. Also the characteristics in Hamerkwartier are different than Amstel III, since Amstel III is more a monofunctional area than Hamerkwartier. The approach in Hamerkwartier is therefore less active and more facilitating than in Amstel III, which thus is self-explanatory if you consider the characteristics of both areas.

So far the strategy is particularly successful, since the establishment of a postmark zoning plan with the first developer has been composed. This is due to the fact that the municipality and the developer for this project aligned very well. However, the municipality has no significant site ownership in the area and therefore remain dependant of developers and owner-users, which lead to more sophisticated ownership constraints. In terms of for instance social housing and public space. Negative aspects of the strategy are also that the project time for Hamerkwartier remains unclear, since the developers have in some way freedom to start the development when they think it is the right moment.

Approaches which could further enhance this strategy have been distinguished and examined for Hamerkwartier. Two recommendations are also distinguished in Amstel III and appear to be of considerable importance, these two are the interpersonal relations between stakeholders and the other notion from the municipality. Other important aspects for improving the current strategy and therefore obtaining development feasibility are knowing the conditions and composing a sharp ambition, strategic land acquisition from the municipality and makers space. All these aspects can, according to the involved stakeholders, further enhance the strategy in relation to current and apparent ownership constraints.

6.4. Conclusion Hamerkwartier

Hamerkwartier is an old industrial area in a popular part of the city of Amsterdam. In Hamerkwartier most ownership is in hand of developers, who bought themselves in with speculation that

Hamerkwartier is going to be transformed. The second important category is the owner-users. The municipality has no significant site ownership in the area. The approach in Hamerkwartier is the classic approach towards an area redevelopment, which makes use of the system of plabrum. The first redevelopments are legally facilitated with postmark zoning plans.

In the area some ownership constraints can be determined. Multiple ownership, retention for continued current use and retention for subsequent own development area the most apparent, where especially the latter had multiple representations. These often are in relation to discrepancies between the developer and municipality about social housing, and public space. For the category retention for continued current use, a constrain about the value of existing real estate is added as well. Another remaining constraint can also be added, and that is the tender of utility services. Especially the discrepancies about social housing, public space and the value of existing real estate appeared to be the most obtrusive.

The common strategy in order to overcome issues related to ownership constraints in Hamerkwartier is plot development. To some extent this strategy appears to be successful, mostly due to the good alignment between the municipality and developer. On the other hand some ownership constraints are still apparent, therefore some relevant recommendations are provided in order to further enhance the current strategy. The important recommendations to this extent are investing in interpersonal relations, other notion municipality, the alignment of conditions and ambitions, strategic plot acquisition from the municipality and makers space. If the municipality would decide to proceed with strategic land acquisitions, the overall strategy will not be plot development but can rather be moved to organic development or with more plot exchange and capital injections even DAT.

7. Case Feyenoord City: a comprehensive redevelopment with a foundation as profound public-private-partnership

In this chapter the results of the research concerning ownership constraints in Feyenoord City, the first area in Rotterdam, will be described and examined. The theoretical framework will, just as the previous chapters, serve as the main guideline in this chapter, in order that every aspect can be debated and examined. First the specific actors and stakeholders will be discussed, as well as their amount of site ownership in the specific situation. After that potential ownership constraints in this area will be examined, followed by how stakeholders are cooperating and together try to make the redevelopment feasible.

7.1. Stakeholders and ownership situation

In the first paragraph the important stakeholders for Feyenoord City will be examined alongside with the existing ownership situation. This will accordingly create the context of ownership constraints for Feyenoord City.

7.1.1. Public sector

The Municipality of Rotterdam

The first important stakeholder for the redevelopment in Feyenoord City, is the municipality of Rotterdam. The municipality of Rotterdam has designated Feyenoord City as an important transformation area, and moreover considered the area to be convenient for the establishment of the new football stadium. Feyenoord City is an area with several businesses, however there also consist some residential premises in the area. The area can be seen, just as with Hamerkwartier in Amsterdam, as logical sequence from redevelopments in the southern part of Rotterdam, such as the Kop van Zuid and Katendrecht. The municipality thus has put significance for the redevelopment in the area, and furthermore combines the prestige project of the football stadium.

“The municipality has small wisps of land in the area, especially in the first phase. In later phases we have more land, since the large parking lots will be ours and will not be built-up. In phase 1 there accordingly is a lot of private ownership” (Respondent 7, personal communication, 13 July 2020).

The municipality has small wisps of land in the area of Feyenoord City. Therefore they cannot tender the plots to developers and subsequently they have to align with developers and other private owners for the realization of public space and societal amenities. Furthermore the area has not particularly much leasehold contracts in the area, in the contrary to for instance Amstel III and Hamerkwartier in Amsterdam. This alleviates the private-law engagement from the municipality towards the different private plots in the area. In a later stage of the redevelopment the land ownership will slightly increase, since the municipality retrieves the ownership of certain large new parking lots in the area. However the overall site ownership of the municipality remains considerably limited.

“As municipality we have some important aspects. First there is the stadium and some other commercial development. But moreover, it is residential building, so adding 3.700 new homes, qualitative public space, an attractive river bank, and the accessibility of Rotterdam-South. Next to the residential development those are our main priorities” (Respondent 7, personal communication, 13 July 2020).

The primary goals of the municipality are the new football stadium, some commercial development and predominantly the residential development. So in the area there need to be added a considerable number of new residential dwellings. In terms of social housing the area does not particularly need to add many new social homes. In adjacent neighbourhoods there are percentages of 80 percent social housing, these areas are Feijenoord, Hillesluis and parts of Parkstad. The need to add significant numbers of social housing for the municipality consequently is reduced. The objective for the municipality predominantly can be seen in adding houses in the mid-rent segment, since Rotterdam and particularly the southern part of Rotterdam acknowledge considerable shortages in this category. Furthermore the municipality is keen to realize public space and qualitative outdoor spaces. This means that barriers in the southern part need to be extracted, which concretely involves the creation of an attractive river bank and a large tide park. Also the accessibility of the river bank from other parts in the southern part of Rotterdam need to be enhanced.

“Yes we work very closely together with the foundation (STIGAM red.), since they play an important role financially for the land acquisition. In that role we firstly try to facilitate with permit procedures on alternative locations, and subsequently we contribute with our own land, either within or outside the area. A third obvious task of the municipality is composing the zoning plan” (Respondent 7, personal communication, 13 July 2020).

The municipality is strongly engaged in the ‘Stichting Gebiedsontwikkeling aan de Maas’ (STIGAM), a large PPP which works as a foundation for the entire redevelopment. In relation to this foundation and the redevelopment the municipality has two important roles. The first one is to facilitate with permit procedures, which enables the displacement of the existing owners. The second element is the input of own municipal ground, elsewhere in the city, in order to transfer the existing owners to a new place in the city in good order. The municipality accordingly works very closely together with the developers in the STIGAM and therefore there is very close alignment between the public and private parties in the area. More about the STIGAM will follow in paragraph 7.1.2. Developers. A third important task of the municipality is arranging the zoning plan for the area, which is recently officially determined.

Remaining public institutions

In the area of Feyenoord City there are some additional public organizations with a particular relevance to the redevelopment. These institutions are Rijkswaterstaat, the Rijksvastgoedbedrijf and a partly public organization ProRail which is the caretaker of the railway system in the Netherlands. These organizations have no particular relevance in relation to the redevelopment, but do have site ownership in the area which makes them automatically relevant organizations for the coalition that likes to initiate development. The role of these organizations in relation to ownership constraints will become more clearly in paragraph 7.2.2.

7.1.2. Developers

As can be concluded from the actor analysis in chapter 4, there is not one single classification for a ‘developer’ in large urban redevelopments. As also Carmona et al. (2010) conclude, developers are many, various and the term embraces a wide range of agencies on a wide range of scales. In Feyenoord City developers have a significant role in relation to the redevelopment, that role will be examined in this paragraph.

The role of the developers in the redevelopment of Feyenoord City is slightly different than the role observed in the previous two areas Amstel III and Hamerkwartier in Amsterdam. In those areas the developers had speculatively acquired themselves property ownership, in order to be at the front

row with the municipality when the redevelopment was about to take place. This automatically resulted in a rather distance between the municipality and the developer which could lead to discrepancies between both parties. In Feyenoord City however, the developers are more aligning and cooperating with the municipality, because of the activities of the foundation STIGAM. The developers are thus, in alignment within a PPP with the municipality, acquiring the necessary plots for the redevelopment.

“The foundation STIGAM buys all the necessary plots, makes them ready for construction, and subsequently sells it to a developer who accordingly sells it to the definitive owner” (Respondent 7, personal communication, 13 July 2020).

The STIGAM can rather be seen as intermediary in the redevelopment. Their main activity of the STIGAM is acquiring all the relevant plots for the development, subsequently make them ready for construction and then sell the plots to developers who are linked and involved in the foundation. These developers are Heijmans, Provast and AM. All these developers are essentially lenders for the foundation, and accordingly have a mandate in the foundation. The developers eventually sell the development when it is ready to the final owner. This could either be investors or individual citizens who buy themselves a house.

“The foundation has been provided and has taken the responsibility to bring the area development further ahead. So that means making plans, manage all the land acquisitions, and providing the new plots to the developers who are affiliated to our organization. For example to Heijmans, who is a lender for the foundation. The developers subsequently may determine and influence whatever kind of developments will end up on their plots, but the foundation is responsible for, land acquisition, making plans and subsequently dispense the plots to developers that are affiliated with the foundation” (Respondent 8, personal communication, 18 August 2020).

The construction can be described in accordance with five relevant characteristics. First of all the foundation is an answer for the demand to establish a large comprehensive area developer with support of either the municipality as well as the private developers. The structure of the foundation can reach for more sophisticated results than if all private developers could reach on their own. Secondly the foundation is a non-profit organization. The main objective is not to make large profits but the main objective is initiating the redevelopment and making sure this happens in the desired way. Thirdly the foundation provides a statutory assurance, since all acquisitions are in alignment with public organizations the municipality of Rotterdam in particular. Fourthly there is a strong governance (Raad van Toezicht) with involvement from the municipality and Stadion Feijenoord. This provides monitoring of the entire redevelopment in the area. The fifth and last aspect is that the foundation is responsible for the land acquisition rather than the real estate exploitation. That subsequent part will be done by the developers and Stadion Feijenoord. The commercial space will accordingly be delegated to the market.

The developers in Feyenoord City are, thus, in the first stage aligned in the STIGAM foundation and work closely together with each other and the municipality in order to acquire all necessary land in order to start the redevelopment. Subsequently after that phase the developers will individually develop their own plot and sell it to the final clients.

7.1.3. Other relevant landowners

Now the relevant public sector organizations and the developers are discussed there is the remaining relevant landowners in the area. Since the developers did not buy themselves in collectively in Feyenoord City, the site ownership before the start of the redevelopment was almost all in hands of private owners, predominantly owner-users or investors who rent the real estate to businesses and industries.

“We have approximately 8 private owners in the area. Essentially you need to distinguish those in two categories. The first one that is owner-user, the second category is a private owner who has ownership and rent it to a tenant. This distinction already provides considerably other conversations, so you have to keep that in mind in relation to the redevelopment” (Respondent 7, personal communication, 13 July 2020).

In the area are 8 significant private owners which are relevant in relation to the redevelopment. And considering these private owners to need to distinguish them in owners who have ownership and are actively using the premise on the plot they own, in other words owner-users. The other category are owners who have the site ownership but do not actively use the premise on the plot as a business but rent them to users. This distinction leads to a significantly other approach to the private owners and is therefore crucial to consider in relation to the redevelopment.

“A significant part of the owners is not waiting for money at all, their primary goal is to run and continue their business. That is their main task and that is where they earn their money with” (Respondent 7, personal communication, 13 July 2020).

The private owners in the area have no particular interest in the redevelopment as a whole. Their main interest and activity is, as already concluded in other areas, running their business and continuing their business activities. Their main task is to make money with their specific business. In Feyenoord City these stakeholders are for instance a Gamma and a Shurgard (hardware stores), a large laboratory, a maritime industry and some businesses with a foreign office in among others Luxembourg. This means that there is a great variety in specific private owners in the area.

“Private companies will not settle in investments. The private companies in the area are not concerned with the objectives of the municipality but they have other purposes, so they do not benefit from those plans. You will always need a public-private-partnership, with financial support in order to succeed in this kind of transformations, although we acquire the plots on our own risk” (Respondent 8, personal communication, 18 August 2020).

This group of stakeholders thus have the largest number of site ownership and are to that extent the most constraining group. In order to successfully negotiate with these stakeholders, financial investments are not the only incentive to obtain their plots, but even more important an alternative location where they can continue their business activities. Strong alignment between the municipality and the private developers is necessary in order to successfully obtain the plots of these owners. In the following chapters there will be described to what extent this is successful and which ownership constraints still occur.

7.1.4. Conclusion

For the redevelopment in Feyenoord City three categories of stakeholders are significantly relevant. First of all there is the municipality. The municipality closely works together with the STIGAM and facilitates the STIGAM with permit procedures, offering of alternative locations for owners, the input of own land within and outside the area and the last important task is the preparation of the zoning plan. The municipality is a close partner of the developers, who are gathered in the STIGAM. The second category is the developers, who are gathered in the foundation STIGAM, and have the purpose to execute large and extensive land acquisitions, in order to divide it among the affiliated developers. The largest percentage of land is owned by private owners in the area, either owner-users or private owners who rent their premise to tenants. Also some national stakeholders are gathered, such as Rijkswaterstaat and ProRail.

7.2. Ownership constraints in Feyenoord City

In this paragraph the most pertinent ownership constraints for Feyenoord City will be distinguished. The ownership constraints will be distinguished and applied to the actual situation in Feyenoord City. Subsequently these ownership constraints and related issues will be further examined and clarified. The extent of ownership constraints in Feyenoord City is of another kind than for instance in Amstel III or Hamerkwartier. Since a significant capital-intensive foundation acquires all the land, in alignment with the municipality, the ownership constraints can be handled in another way. In this paragraph the issues caused by ownership constraints will be examined.

7.2.1. Multiple ownership

“If you see the map, logically some plots will go to developers are now for example in ownership of two or more owners. So the foundation acquires all plots and then bring them back together and make new plots of it. All plots are hence acquired by the foundation, they bring it together, make a new composition of it, and sell and divide it among the affiliated developers” (Respondent 7, personal communication, 13 July 2020).

Multiple ownership is, in relation to large scale transformations, an often recurring constrain. The situation in Feyenoord City is that the future initiated plots for after the redevelopment are crossing to multiple plots of private owners in the area. As concluded almost every plot in the area is in ownership of a private owner, either with an own business or on the other hand an owner who rents it to a tenant who exploit the existing premise. The existence of this multiple ownership in the area asks for large scale land acquisition in order to initiate the redevelopment, since the large premises which are apparent in the area cannot remain in the current plan. The situation of multiple ownership is constraining since it asks for large scale capital injections. Since the new plan is not considering the current plots, large scale capital injections are required in order to obtain the land which is necessary for the redevelopment. The large-scale capital investments make it therefore constraining in some extent. In chapter 7.3 will be described how the functioning of the STIGAM foundation helps to overcome the constrain of multiple ownership with close alignment between municipality and developers and subsequently large capital investments.

7.2.2. Retention for continued current use

“One owner for example wants transfer money and is moreover very simple with us, he says if we cannot provide an alternative location for his business he inherently is not going to participate and will not even go in conversation with us” (Respondent 7, personal communication, 13 July 2020).

“The issue is what will get the priority, since it is a balance between time and money. Subsequently also an alternative location but predominantly time and money. For some locations we knew we had to acquire it in an early stadium of the redevelopment, otherwise those premises are not gone when they need to. And if the deadline approaches, you simply need to pay more, that is how it always goes” (Respondent 7, personal communication, 13 July 2020).

A second constrain that can be observed is the constrain retention for continued current use. The largest part of site ownership is owned by private owners. As concluded the primary objective and purpose for these owners is continuing their business activities. Furthermore there is a site which is owned by a company with an international office, which has even less interest for the redevelopment than the domestic owners. If those owners need to move because of the redevelopment they demand for a transfer payment, in order to guide their movement to another location. In the case of the laboratory it means that the new premise needs to meet with all standards that a laboratory requires to have. Moreover one other owner says even if he is not able to continue is business activities is pertinently is not even considering to cooperate. The foundation in cooperation with the municipality strongly need to align in order to tackle this constrain. That also involves the making of priorities, in relation to the phasing of the project. Some owners know the municipality and foundation need to acquire their plot for the planned phasing, and therefore even further raise the price. That is constraining for the redevelopment however it is an inevitable activity. Accordingly that means that the municipality needs to provide in alternative locations, since some owners are not even negotiating without the possibility to continue their business activities. This constrain is, thus, particularly constraining since it costs the foundation and municipality a lot of extra investments. That can work particularly constraining for the proceeding of the redevelopment.

7.2.3. Retention for no specific purpose

In Feyenoord City two versions of retention for continued current use are apparent. In this paragraph both constraints will be briefly examined.

National governmental organizations

“In the area there are also plots of Rijkswaterstaat, the Rijksvastgoedbedrijf and ProRail. Those negotiations are less convenient than with the private owners” (Respondent 7, personal communication, 13 July 2020).

“There is one other and that is ProRail, and they are apparent in other transformation areas in Rotterdam as well. They are the owner of the railway and you can essentially not build on and around it, so we cannot acquire that part. It is a semi-governmental organization, so it is not the smoothest negotiation partner, and that could be difficult” (Respondent 8, personal communication, 18 August 2020).

A first inconvenient notion is that some small plots in the area are owned by national (partly-) governmental organizations, specifically Rijkswaterstaat, Rijksvastgoedbedrijf and ProRail for the railway which passes through the area. In relation to ProRail for instance the redevelopment will be particularly nearby the existing railway. An organization such as ProRail, which primary task is to maintain the railway and make sure the trains keep on going, see the redevelopment as a potential threat. Although no large land acquisitions need to be made, this is rather obtrusive since it requires an adaptive plan and moreover investing time in understanding their interests and concerns. Furthermore additional costs need to be made in order to indicate that the redevelopment will not jeopardize the functioning of the railway system. These organizations, thus, are rather ponderous and not particularly benevolent in the conversations about the redevelopment, since it is not their primary objective. The occurrence of these parties in the area of Feyenoord City therefore appears to be obtrusive.

Stubborn owner

“Some halls are from one owner (...) who has the property of all those companies. He has the objective that the stadium and the redevelopment are not going to happen, and that is obtrusive”
(Respondent 8, personal communication, 18 August 2020).

The second aspect in Feyenoord City in relation to retention for no specific use, is one ‘stubborn’ and unwilling owner in the area with a large industrial premise in the area. This owner had no particular interest in the redevelopment, supposedly also has his objections against the new football stadium. The presence of such an owner works potentially obtrusive for the redevelopment, since it is not a convenient negotiation partner and rather uncompromising in his interests and concerns. This kind of owners also require long conversations and convictions.

7.2.4. Conclusion

Three relevant ownership constraints can be distinguished in Feyenoord City. The first one is multiple ownership. The new shaped plots in the urban plan for Feyenoord City are crossing through plots of multiple owners. This asks for large capital injections which is financially impeding. The second constrain is the retention for continued current use. Private owners in the area, predominantly owner-users, have the main interest which involves that they want to continue their business activities. This notion is also particularly constraining and asks for strong alignment between the foundation and municipality. The last constrain is retention for no specific purpose. Two types of stakeholders are important in relation to this constrain. The first one is the national governmental institutions in the area, and the second is a stubborn owner who is against the redevelopment as a whole.

7.3. Strategies for obtaining development feasibility

The background of stakeholders and apparent ownership constraints in Feyenoord City are distinguished in previous two sub questions, so subsequently in this paragraph the common strategy towards ownership constraints will be determined in order to overcome the issues caused by ownership constraints, and eventually achieving development feasibility. The four elaborated strategies of the theoretical framework will therefore be examined and considered in order to determine which strategy fits the best in the approach that is observed in Feyenoord City. Furthermore there will be made an assessment in order to see whether this strategy meets the issues that are caused by fragmented ownership (see paragraph 7.2).

7.3.1. The strategic approach in Feyenoord City: property aggregation

In the assessment of the strategy in Feyenoord City the conclusion can be made that the strategy which the stakeholders are applying aligns the best with the characteristics of property aggregation. In this paragraph an examination will be made why this strategy aligns the best with the approach in Feyenoord City. In this paragraph a number of 5 quotations are selected that will illustrate the plot development strategy in this area, that will accordingly be examined.

“The developers have gathered themselves and established a foundation, which accordingly will be financed by the developers. The foundation subsequently will dispense all the acquired land. So the foundation buys the land of the owners, buys the land from the municipality, and hence provides that again to the developers” (Respondent 7, personal communication, 13 July 2020).

“Another aspect is that you should be conscious of the fact that you can deploy the rule of expropriation. That is a really convenient tool to have, since owners will be soon able to reach an agreement if they know the municipality is willing to do that” (Respondent 7, personal communication, 13 July 2020).

“In the end the entire project must be realized, and that has its good sides and its down sides. The private plots are very expensive for example. If we had to pay as much for the municipal plots as for the private plots the redevelopment would never be feasible. So accordingly we make a complete ground exploitation, which provides all costs and revenues, and that has to make sense. This will also be checked and challenged by the municipality, and that turns out what we eventually can pay for the municipal plot. (...) This practice makes the redevelopment feasible” (Respondent 8, personal communication, 18 August 2020).

One of the first characteristics of property aggregation is that all land acquisitions or land transactions are undertaken by one single public or private organization or a PPP. So if not all land or plots are available for the redevelopment they will be bought by the PPP, which functions as one legal entity. Furthermore the municipality can make use of the law of preference, expropriation and offering their own plots of land in order to collectively make a ground exploitation. All these characteristics are plainly included in the strategy in Feyenoord City. First of all there is the foundation STIGAM, which is a large PPP, where affiliated developers are united with strong collaboration with the municipality. STIGAM, thus, has a significant mandate for acquiring the necessary plots for the redevelopment and acts as one single legal entity. Since the STIGAM can work as one entity with the financial power of multiple developers combined and with the legal assurance of the municipality the foundation can make significant acquisitions in the area and moreover with a large pace. Secondly the municipality, thus, is very intimately cooperating with the STIGAM and guarantees the legal binding. They are doing this by deploying their possibility to use expropriation and subsequently contribute by offering alternative municipal locations elsewhere in the city. This intimate cooperation with the municipality is essential for a successful redevelopment. Subsequently the municipality and the STIGAM are jointly composing a ground exploitation for the entire redevelopment. This ground exploitation is calculated and composed by the STIGAM, and subsequently tested and challenged by the municipality. So that means there is mutual support for the composed ground exploitation in the redevelopment.

“The foundation is a non-profit organization; the only objective is to initiate the redevelopment. So that is the stadium, that is social economics, that is amenities, that are the houses, and preferably without losing too much money. The municipality is a very important partner for us regarding all those components” (Respondent 8, personal communication, 18 August 2020).

The second characteristic is that there are very profound and extensive agreements about the redevelopment of the area. These are elements such as quality, ambition, densities et cetera. In their program the developers in the foundation in accordance with the municipality have made a joint vision and strategy for the area, where the new stadium would be one of the most important aspects. As the quotation above shows the aim of the foundation is that the program will be delivered, on all aspects such as the stadium, social-economics and amenities, in very good cooperation with the municipality. This aspect of plot aggregation is also apparent in Feyenoord City.

“So the parking amenities, the raised concours, the stadium, and the towers and houses with functions that area associated that is all phase 1. Phase 2 is the redevelopment of the old stadium. Phase 3 and 4 of the area around the old stadium where we can transform all old parking lots, there will rise also new residential dwellings” (Respondent 8, personal communication, 18 August 2020).

The third and last element of plot aggregation is that, if all plots are required by a PPP such as the STIGAM, will be further developed within a framework of phasing. This makes far-reaching alignment between municipality and the developers possible. Overall 4 phases are composed in relation to the redevelopment in Feyenoord City, all in close alignment between developers and other parties affiliated in the STIGAM in cooperation with the municipality. This provides far-reaching agreements between developers and the municipality.

7.3.2. The positive and negative aspects of property aggregation Feyenoord City

The approach of property aggregation is, unlike for instance plot development, a rather extensive and drastic approach in order to get all the site ownership as much as possible in hands of one party. In the case of Feyenoord City this will be executed by the STIGAM. Due to the STIGAM on close cooperation with the municipality, in Feyenoord City parties were able to perform these large-scale land acquisitions. In this paragraph the positive and negative aspects of this strategy in Feyenoord City will be examined.

A positive aspect from property aggregation is that, since the ownership will be acquired by one single party, accordingly a totally new urban structure can be provided. In the case of Feyenoord City that will be the practice as well, since the STIGAM provides all acquired plots to affiliated developers who made an urban plan and a planning framework in close alignment with the municipality. In relation to the new stadium but also the proposed residential development this enables the developers and municipality to make significant pace with the redevelopment. Furthermore, the STIGAM takes the risks for the financial acquisitions, which as a suitable notion for the municipality which do not have to do this with public money. Subsequently land allocation to all affiliated developers of the STIGAM can provide a maximum realization of the desired concept of the new redeveloped area. Also plot-crossing aspects such as water storage or parking lots can be properly integrated. In Feyenoord City this alignment about the future situation is drafted in close cooperation with the developers and municipality, and in doing so translates the objectives of both parties in the new redeveloped area. The involved stakeholders also state that the use of this strategy in combination with very close alignment between the developers gathered in either the STIGAM and the municipality on the other hand, demonstrates the success of the approach of property aggregation in Feyenoord City.

On the other hand the strategy of property aggregation ask for high and extensive capital investments for all required plots that need to be in ownership of the STIGAM. In Feyenoord City these large capital injections were necessary as well. Although the STIGAM is a non-profitmaking organization, large capital injections are required. Especially the private plots of owner-users and rentals are considerably expensive. Due to the alignment between the STIGAM and the municipality the STIGAM does not have to pay large numbers of money for the municipal plots. Furthermore developers can in relation to the redevelopment densify their plots, and subsequently recover their investments. When the redevelopment is completely initiated, the developers according to the business case all have returned their investments and therefore can recover their large capital injections. Secondly another disadvantage can be that the structure of the PPP requires high costs of governance and costs of control. This concretely means that the cooperation between the stakeholders in the PPP is essentially institutionalized and accounts for the fact that stakeholders cannot act flexibly anymore. In Feyenoord City the close alignment between the developers and private stakeholders, so far make sure that everybody has an equal input and influence, and that mutual support creates a plan which will be endorsed by every relevant party. In the following paragraph will be examined which factors ensure the close and extensive alignment between the relevant parties in the redevelopment of Feyenoord City.

7.3.3. How can the current strategy in Feyenoord City be further enhanced

In this paragraph an examination will be made of the perception of the relevant stakeholders concerning ownership constraints. This paragraph will provide some recommendations of relevant stakeholders, in order to further enhance the current strategy in Feyenoord City. These recommendations will be either from the perspective of the developer as well as the perspective of the municipality and are formulated in succinct items.

The foundation

“We could achieve these results through the functioning of the foundation, individual private developers could possibly not make this” (Respondent 8, personal communication, 18 August 2020).

“That means starting in an early stage. And then you again will do that as a foundation, since one private developer cannot just buy all those businesses in the area and then hope it turns out well. The foundation had the mandate to do that, and in my opinion that is the only successful approach” (Respondent 8, personal communication, 18 August 2020).

“You have to make sure you have a good structure to commit the redevelopment. The foundation STIGAM in which we are working now is one of the best I have experienced in my career” (Respondent 8, personal communication, 18 August 2020).

A first concrete recommendation is that the structure of the foundation STIGAM has provided considerable successes. The functioning of the STIGAM makes sure that the ambitious plan can be executed on a pace which is impressive. The large capital-intensive acquisitions were only possible with the financial capability of the parties which are gathered in the foundation. The structure of this foundation and the cooperation between stakeholders, also in close alignment with the municipality,

makes of the structure of the foundation STIGAM a convenient approach for large-scale inner-city transformations.

Alignment between the municipality and developers

“If you look at the requests of the sitting owner, they need to get a suitable new location. Well, then I make sure that they can have their new locations elsewhere in the municipal area”
(Respondent 7, personal communication, 13 July 2020).

“We have to pay considerable numbers of money for all those premises of private owners, but they do want to cooperate with us. They obtain a new building on an alternative location. (...) And moreover we had the help of the municipality with their alternative locations. The alignment with the municipality is a precondition for success” (Respondent 8, personal communication, 18 August 2020).

“You need very close cooperation with the municipality. With the land, residual, alternative locations for businesses and for the legal assurance of the plan. Very intensive cooperation is required, so that needs to be your partner” (Respondent 8, personal communication, 18 August 2020).

In going further on the success of the foundation, that success is only achievable with the support and good alignment between the municipality and developers in the foundation. The municipality should be a partner rather than an adversary in the redevelopment. Close alignment between developers and municipality can make considerable successes. This aspect can concretely be translated in three aspects.

The first relevant aspect in which the municipality and developer align is the provision of alternative locations of the municipality elsewhere in the city. The most private owners in the area, the owner-users, are usually satisfied when they eventually can continue their business activities. Due to the fact that the municipality can offer them alternative locations, and subsequently can also provide in own small plots of land in the area, the ground exploitation becomes much more feasible than if the municipality had not done this. The fact that the foundation and the municipality closely align, results in the fact that the municipality is willing to offer their own plots, in the area or elsewhere in the city.

A second relevant contribution of the municipality is the fact that they can use expropriation. This is a relevant notion to have, since private owners do not like the fact that they can be expropriated. The fact that the municipality can guarantee the foundation with the fact that they are willing to use expropriation if something remains really struck, works very stimulating for land acquisitions of the foundation. This notion is considerably favourable for the redevelopment.

The third aspect is the legal assurance with the zoning plan. Since the municipality and the STIGAM are closely aligning, the municipality can guarantee they are willing to participate in the establishment of the new zoning plan. A completely new zoning plan can less effectively be determined with a strategy as for instance plot development. With this broad legal assurance with the zoning plan, the developers are legally safeguarded which give them incentives to proceed with the land acquisitions and the subsequent redevelopment. The new zoning plan for Feyenoord City

has just been determined. The legal support in combination with the current strategy can further enhance this strategy in tackling ownership constraints.

Alignment with private owners

“It essential to seek your cooperation with the sitting private owners. Sometimes that is awkward, but you need to build a decent relation with these parties” (Respondent 7, personal communication, 13 July 2020).

“You definitely need the support of the private partners who are located there, you need to make sure they believe in the plan and want to cooperate” (Respondent 8, personal communication, 18 August 2020).

It is for the municipality and the developers an important thing to invest in relations with the sitting private owners and find alignment with them. Therefore it is an important recommendation that, as initiators of the redevelopment, you have to build a relation with these owners. Eventually the support of these owners is of essential relevance for the success of the redevelopment. If they believe in the plan and or on the other hand can provide an alternative location for them, these owners will not further impede the redevelopment. If that does not happen the plan will be delayed and that can cost a considerable number of additional monies. It, thus, is important to align with these owners and build a relation with them, either domestic or international. That significantly enhanced the current strategy.

Having an adaptive plan

“And we do have a position in which we can say ‘we could do it but it is not necessary’. And essentially that is to what extent you like to shape your strategy for an area development, you need to have an adaptive plan” (Respondent 8, personal communication, 18 August 2020).

Continuing on creating alignment with the existent private owners in the area, there needs to be a downturn scenario. If you can negotiate with a second scenario, so that one plot of a difficult owner cannot be acquired, it makes the parties that want to initiate development even stronger. Having a plan B can make parties stronger in the negotiations and subsequently that can enhance the strategy.

Interpersonal relations and teamwork

“Another recommendation is a rather soft one, and I do not mean that immodest, but you need a top team. You spoke to respondent 7, and he is a genius. He works hard, is clever and is an important partner for us. (...). Investing in these relations and having a good team is essential” (Respondent 8, personal communication, 18 August 2020).

Also in Feyenoord City the development of interpersonal relations, mutually between municipality and developers but also with the existing owners in the area. The team of partners that work together in the foundation and in cooperation with the municipality is beneficial for the redevelopment. There is mutual trust and understanding between the people that are representing each institution. Hence mutual trust and understanding leads to bigger confidence in each other which leads to more sophisticated results. Investing in interpersonal relations and the associated

teamwork is crucial for such complex transformations and can subsequently provide more sophisticated results. Investing in interpersonal relationships is a key element for enhancing the development strategy.

(Societal) support

“You need to make sure you obtain societal support. (...). There needs to be an answer to an issue, to a demand, and then you will get the job done. That is also what is happening here” (Respondent 8, personal communication, 18 August 2020).

The last recommendation about enhancing the strategy is that as a collective that will initiate the development, must create societal support for the plan and make sure the plan is relevant. So that means there needs to be an answer to a (pertinent) need which is apparent, such as the housing crisis and the need for more homes. If you create this large and broadly-based acceptance in the society. And if the plan is relevant than the developers could expect the support of the municipality, by land acquisition and supporting the ground exploitation. If you make sure the project is relevant and therefore obtains societal support, it can certainly enhance the strategy towards ownership constraints.

7.3.4. Conclusion

The strategy that the stakeholders who are initiating the redevelopment are applying is property aggregation. The characteristics which are distinguished in the literature align very accurately with the practice in Feyenoord City. The municipality and the foundation STIGAM are very intensively aligning in relation to the redevelopment. Large capital-intensive acquisitions are made in order to obtain large parts of the ownership and to transfer the private owners to another location, with help of the municipality which offers their land in other parts of the city. These large capital-intensive land acquisitions, executed by a PPP which is the foundation, align very well with property aggregation. This practice therefore differs from the approaches which are observed in the two areas in Amsterdam, where the ownership was already divided between the developers who in an early stadium acquired the land knowing that a redevelopment would be about to happen in that area.

The strategy in Feyenoord City is, by the involved stakeholders, considered as a considerable success. The intensive and close cooperation between the developers in the STIGAM and the municipality are underlining that success. Due to the foundation which has a lot of financial strength, and the municipality with alternative locations and the legal assurance make the strategy very successful. The advantages are that a total new urban plan can be composed and strict agreements between the developers and the municipality can be made. On the other hand the strategy is rather capital intensive. However without the possession of all relevant plots the urban plan cannot be executed as the developers and municipality would desire it. Furthermore the developers will fiercely densify the area, which enables them to recover their investments and make additional yields.

The involved stakeholders have provided some relevant recommendations in order to enhance the current strategy. Although the recommendations are rather demonstrations of why the strategy in Feyenoord City is working out so well. The first important recommendation is the functioning of the foundation STIGAM. The (financial) decisiveness of the foundation provides genuinely profound results. Subsequently, in addition to the functioning of the foundation, very close alignment of the foundation (so the developers) with the municipality is necessary. The municipality should be a partner of the developers rather than an obstreperous organization that is not willing to participate. Practical implications of the role of the municipality are, the provision of own land for offering the

private owners an alternative location, the possibility to use expropriation and the legal assurance by means of the zoning plan. Other relevant recommendations are having an adaptive plan, build relations and deepen into the interests over the private owners in the area, make sure you invest in interpersonal relations in the project team which needs to work properly and finally the plan must be relevant and have societal support.

7.4. Conclusion Feyenoord City

Feyenoord City currently is an industrial area where a lot of industrial premises are situated and also some residential dwellings. The important stakeholders are the municipality, the developers who are aligned in a large extensive foundation the STIGAM and the landowners that most of the time are private owners with an own business. The foundation and the municipality are extensively aligning in order to obtain all the relevant plots for the redevelopment. In the area also some national organizations have site ownership, such as Rijkswaterstaat, Rijksvastgoedbedrijf and ProRail.

In the area some ownership constraints can be determined. The first relevant ownership constrain is multiple ownership, since the plots for the redevelopment most of the time consist out of multiple plots of private owners. The second constrain is retention for continued current use. This involves the plots of the private owners, predominantly owner-users, who want to continue their business activities. If that guarantee cannot be provided they are not willing to participate with the redevelopment and in doing so will remain in the area. The last constrain is retention for no specific purpose. This involves the ponderous national organizations and a reluctant owner who does not like the redevelopment to happen. All constrains are constraining but with close alignment and extensive cooperation between the developers and municipality these constrains can be resolved.

The common strategy in order to overcome issues related to ownership constraints in Feyenoord City is property aggregation. The relevant stakeholders indicate this strategy as very successful. The functioning as foundations creates a large financial decisiveness and the close alignment with the municipality makes sure they offer legal assurance, are willing to use expropriation and most importantly the private owners can be offered alternative locations. Reasons why this success can be made, and how strategies towards ownership constraints can be further enhanced, are first of all the functioning of a foundation as PPP for the redevelopment. Secondly the municipality must be a close partner of the developers, since in close alignment this success can be created. Other recommendations are making sure there is an adaptive plan, invest in relations with existing owners, invest in interpersonal relations between developers and municipality and to conclude make sure the plan is relevant and hence creates societal support. The redevelopment strategy in Feyenoord City related towards ownership constrains can be seen as successful.

8. Case Merwe-Vierhavens: transforming an old harbour area

In this chapter the results of the research concerning ownership constraints in Merwe-Vierhavens (M4H), the first area in Rotterdam, will be described and examined. The theoretical framework will, just as the previous chapters, serve as the main guideline in this chapter, in order that every aspect can be debated and examined. First the specific actors and stakeholders will be discussed, as well as their amount of site ownership in the specific situation. After that potential ownership constraints in this area will be examined, followed by how stakeholders are cooperating and together try to make the redevelopment feasible.

8.1. Stakeholders and ownership situation

In the first paragraph the important stakeholders for M4H will be examined alongside with the existing ownership situation. This will accordingly create the context of ownership constraints for M4H.

8.1.1. Public sector

The Municipality of Rotterdam

The first important stakeholder for this redevelopment is the municipality of Rotterdam. Just as Feyenoord City M4H is designated as an important transformation area for the city. M4H is a harbour area with a lot of old industrial premises and a lot of businesses. The municipality wants to transform the area predominantly for residential purposes, but also new business will be realized in the area. The municipality has a facilitating role regarding the redevelopment.

“The municipality has two important roles concerning the area development. The first one is the public-law role, which involves the composing of the zoning plan. There we define which possibilities there are in the area. (...). The second one is that we draft frameworks for outwards appearance and parking norms” (Respondent 9, personal communication, 17 September 2020).

The municipality has some ownership in the area and therefore is not entirely dependent on developers or other private owners. This makes it more convenient to tender plots to developers and hence can impose more specific demands to the developers of these plots. Furthermore there are some plots in the area with a leasehold contract where the municipality hence is an involved stakeholder concerning redevelopments. The main task for the municipality is facilitating the development and aligning well with private owners in the area. This gives the municipality two practical roles in relation to the redevelopment. The first one is the legal assurance with the zoning plan, where the municipality generally can determine what can happen on the area. The second aspect is composing frameworks for items such as outward appearance and parking norms.

“There is no municipality in the Netherlands that sees large redevelopments as a revenue model. We try to create societal return. With adding more houses, you automatically create carrying capacity for amenities in the area” (Respondent 9, personal communication, 17 September 2020).

Another important aspect for the municipality is making sure that societal amenities and public space will be realized in the area. The municipality of Rotterdam already has a significant number of social houses, and in adjacent areas there are already sufficient social houses. The public space in the area needs to be initiated comprehensively since the area is an old harbour area. These are important task for the municipality, besides the facilitating of the developers and other private owners. Furthermore another important task for the municipality is to align with the sitting owners and make societal

considerations in relation to the sitting owners. An owner for instance who already is in the area for more than 50 years and is an important entrepreneur in the context of Rotterdam cannot simply be dismissed by the redevelopment. An important task for the municipality in M4H, hence, is to align well with these owners and in that context make societal considerations.

8.1.2. Developers

Unlike areas as Hamerkwartier and Amstel III developers have not collectively provided themselves with site ownership in the area. Some developers are scattered around the area but not as extensive as Hamerkwartier or Amstel III. Also no large foundation or PPP is doing land acquisitions as for example in Feyenoord City.

“Then you have some developers and investors with site ownership in the area. That evidently involves other kind of conversations than with owner-users. The developers want to make profit with their site ownership, and that is logical since that is simply the reason why they are founded”
(Respondent 9, personal communication, 17 September 2020).

Since relatively not much land is owned by developers the municipality and the harbour company, which has a significant amount of ownership in the area, are able to tender their plots to developers. The developers, hence, work in close alignment with the municipality and the harbour company. The developers must commit to the 20-30-30-20 rules which are composed by the municipality of Rotterdam. However an important role for the developers also is unburdening the municipality with all kind of tasks and analyses. This for instance happened with the development of the Marconitowers, one of the first large redevelopments in the M4H area. The developer provided the municipality with feasibility studies and which composition of the redevelopment would be the most suitable.

“We try to do that in close alignment with the municipality. That concretely means that we try to unburden the municipality with certain tasks. (...). With the current capacity it is almost impossible to meet with all the ambitious plans. So if we can facilitate the municipality is genuinely receptive for that, and that is also how the municipality likes to align with developers”
(Respondent 10, personal communication, 26 October 2020).

The developers, thus, have no large-scale site ownership as observed in other areas the municipality is less dependent on the developers. The role of the developers is making good plans which are meeting the demands of the municipality. Furthermore the developers can facilitate the municipality by unburdening them with some specific tasks. Subsequently the developers and investors in the area who do have site ownership must negotiate with the municipality for their plans. These can be tough conversations, as also observed in the area, since the municipality has all kind of societal and social objectives and the developers want high profits for their investments. The fact remains that both parties are dependent on each other, since the developers need the legal assurance of the municipality in the zoning plan and if relevant also with the leasehold contract. On the other hand the municipality needs the developers to initiate their ambitions for the area.

8.1.3. Other relevant landowners

The remaining part of the ownership in M4H can be categorized in two categories. The first one is the harbour company, that owns significant parts in the area. The other category are owner-users who have their business in the area.

Harbour company

M4H is an old harbour area. So that means that the harbour company of the Port of Rotterdam has a significant number of plots in the area. That automatically means that this is a relevant stakeholder of the redevelopment in the area.

“Actually you need to put the municipality on the second place for the redevelopment and the harbour company on the first place. It is their harbour area and it will happen on their harbour grounds, which essentially always remains with a leasehold contract. That is not necessarily meaning that no redevelopments can take place, but they are determining and allocating. And they do that in another way as the municipality” (Respondent 10, personal communication, 26 October 2020).

The harbour company has a particularly significant role in relation to the redevelopment, since a large part is in their ownership or has a leasehold contract. The harbour company can determine what will happen on their land. So for a large part of the plots the harbour company is the first relevant stakeholder to get in touch with. After all if they will not give permission a redevelopment cannot take place, also if it is a good plan which is approved by the municipality. The conversations regarding a new development are comprehensive and integral with both the harbour company and the municipality. But in terms of content the harbour company has a significant mandate to determine which functions and which division about residential and business activities will land on their plots. Since a large part of the area is in hands of the harbour company, the area has less fragmented ownership than the other areas in this thesis. With the harbour company as owner of a significant number of plots the dynamics in M4H are of another dynamic for the redevelopment.

Owner-users

The last relevant group of stakeholders in the area are owner-users. Besides the harbour company the area has some parts where small-scale business are situated, with owners who are owner-user.

“There are also enough plots in the area which are owned by owner-users. That often provides other conversations than with developers or investors, since the owner-user obviously has all the command about what he wants to happen on his plot” (Respondent 9, personal communication, 17 September 2020).

Just as observed in the other areas the owner-users have the primary interest for continuing their business activities. The owner-users are relevant since they have the full control and authorisation to determine what happens on their plot. Therefore this is an important group of owners in the area. The existing premises all represent a certain value, so the municipality must offer alternatives which can replace the current premises of the owner-users.

8.1.4. Conclusion

The redevelopment in M4H involves the transformation of a large harbour area. The municipality of Rotterdam is the first stakeholder, since they facilitate the redevelopment and provide the legal assurance. The developers are a logical second important stakeholder, however they not have particularly much ownership in the area. The harbour company is an important stakeholder since they have a lot of site ownership in the area, so therefore this is often the first partner for a developer in the redevelopment of M4H. Also owner-users are gathered in the area, with the primary interest to continue their business activities.

8.2. Ownership constraints in M4H

In this paragraph the relevant ownership constraints in M4H will be distinguished and examined. The ownership constraints will be distinguished and applied to the actual situation in Feyenoord City. Subsequently these ownership constraints and related issues will be further examined and clarified.

8.2.1. Multiple ownership

“On that area with a lot of different buildings is you find the cluster of private ownership in the area. (...). In that part approximately every plot is from a different owner, and that works very challenging” (Respondent 9, personal communication, 17 September 2020).

“Indeed. In that part of the area there are almost 20 different owners, and that always provides a big challenge for us. if there are for instance 2 different owners there is the possibility to set out a smooth process where you can align the interests of the two different owners. It is much more challenging if that happens with 20 different owners” (Respondent 9, personal communication, 17 September 2020).

“For the place where there was the necessity to provide new infrastructural accessibility works, which needed to go on private property of an owner, the municipality can decide to buy that plots or even use expropriation” (Respondent 9, personal communication, 17 September 2020).

The first ownership constrain for the M4H area is multiple ownership. Although a substantial part of the area is owned by either the municipality or either the harbour company, there are some parts of the area where a lot of private owners are gathered. This leads to issues related to the multiple ownership constrain.

So regarding the redevelopment some parts of the area need to be redeveloped, but are currently in ownership by multiple (private) owners. Two specific parts in the area have a lot of multiple ownership, and almost every plot is owned by another owner, in total approximately 20 owners. For a redevelopment, if the area consists out of 2 different owners for instance, a collective plan and a smooth approach for a redevelopment can be initiated. But if the area consists out of 20 different owners this becomes particularly constraining. This is constraining since every owner is of a different kind and has all kind of different interests. One owner just wants to continue his business activities, the other one does not even want to be bothered with the redevelopment, another one has interest in development but only in the expensive section. All in all every owner has its own interest. Especially from the municipality perspective this works particularly constraining, since the municipality needs to plan with all different owners which is very time consuming. Another practical example in M4H is the construction of necessary accessibility structure to the area. That new structure must be initiated on parts which was owned by a private owner. Accordingly the municipality had to buy this owner out, which costed a considerable lot of money. This problem of multiple ownership in an area is a challenge and therefore is constraining.

8.2.2. Retention for continued current use

Just as observed in the other cases, retention for continued current use is a constrain which can very significantly be linked to the presence of owner-users in the area. In M4H some parts of the area have a lot of individual plots of private owners, where owner-users are a large proportion. In almost

every case with the owner-users their aim is to continue their business activities, and this practice is also apparent in M4H. The municipality must actively facilitate these stakeholders, otherwise if they stay in the area with their current premises they can potentially jeopardize the redevelopment.

Free-riders and owner-users that want to continue their business activities

“I have experienced some issues with these stakeholders regularly. You cannot always find a solution with these owners, since they most of the time feel an attachment on the area they are located. Sometimes this could have practical implications as well, in relation to the distribution lines which are not convenient on other locations. If you receive your products via the water you are here in a great location” (Respondent 9, personal communication, 17 September 2020).

Some owner-users have a particular connection to the location where they are situated. This could be because they are already situated very long in the area and therefore created connectivity with the location they are. On the other hand it could also have some practical implications. Since M4H is a harbour area, some business could have their distribution line via the water. So if a municipality wants to look for an alternative location it need to meet the demands of the situation the business has now in the current situation. The distribution line is therefore an additional important aspect in relation to the redevelopment. It is therefore relevant to keep contact with all relevant owners, inform them about the plans and keep them motivated to eventually make their contributions to the redevelopment. These stakeholders will, namely, be relevant and interested all over the redevelopment trajectory.

Value existing real estate

An additional issue concerning ‘retention for continued current use’ is related to the value of existing real estate in the area.

“What is particularly constraining for inner-city redevelopment is that essentially a financial balance can almost in no situation be positive. Fragmented ownerships are a very important reason for that. The fact is that there are already premises in the area, whether you are owner yourself or either privately owned, that you want to redevelop all represent a certain value” (Respondent 9, personal communication, 17 September 2020).

A large constrain in relation to inner-city redevelopments is that for a large transformation it is really difficult to achieve a balanced budget. Fragmented ownership and therefore ownership constraints have an important role for this reality. The main reason for this is that there are existing premises that need to be redeveloped. All these premises are representing a value, and accordingly the premises with that value need to be demolished and rebuilt. Furthermore additional problems can emerge, such as asbestos, soil pollution and higher building costs. A municipality can more easily depreciate their own real estate, since their role towards the redevelopment is non-profit. However for the private owners that is not so easy, so they need to receive higher numbers of money. Although M4H has some municipal plots in the area, there are also parts where a significant number of private owners have properties. This is constraining the redevelopment for M4H and asks for close alignment between municipality and developers. The fact that fragmented ownership leads to such high redevelopment costs is very obtrusive for the actual redevelopment.

8.2.3. Retention for subsequent own development

Next to the private owner-users there are also some developers in the area with ownership. Not all negotiations and conversations between the municipality and developers are going smooth. Therefore this aspect can be seen as a significant ownership constrain in M4H.

“Generally, I think the private owner-users is more cooperative than the institutional investor that just want to make profit” (Respondent 9, personal communication, 17 September 2020).

“A developer has a genuine profit-making intention and subsequently wants to optimize the program where they can earn their money with. The only frame you can impose as municipality is the number of social housing but for the other aspect the space for imposing aspects is very limited. If the municipality had more ownership in the area it was easier to regulate on these aspects” (Respondent 9, personal communication, 17 September 2020).

“I also see developers in the area who are doing that, and they are keeping the cards close to their chests and try to push through their interests. At one moment that would burst. And that are the common discussions where the developer wants other things than the municipality” (Respondent 10, personal communication, 26 October 2020).

Essentially a developer or institutional investor has a particular profit-making background. That can potentially lead to fierce negotiations with the municipality. If there is fragmented ownership where also developers have significant ownership the municipality is unable to take the entire control, which is much more possible if the municipality had a lot of ownership in the area. Since the developers most of the time have a strong profit motive and the municipality wants to realize all kinds of social and societal functions it can lead to discrepancies between these stakeholders. In M4H some negotiations with the developers and municipality are not particularly moving forward. These discrepancies are constraining and obtrusive for the redevelopment.

8.2.4. Conclusion

Concerning the redevelopment in M4H three important ownership constraints can be distinguished. These ownership constraints essentially align very well with the ownership constraints in the other research areas. Multiple ownership is the first important constraint, since redevelopments and also accessibility infrastructure are crossing multiple (private) plots in the current situation. Also the private owner-user in the area wants to continue their business activities. Furthermore the value of the existing real estate of the current premises is experienced to be very obtrusive for this redevelopment. Both of these issues can be attributed to the ownership constraint retention for continued current use. The last constraint is retention for subsequent own development, which mainly involves the discrepancies between the objectives of the developers and the municipality. Also this practice is apparent in M4H and can be experienced as obtrusive.

8.3. Strategies for obtaining development feasibility

In M4H the relevant stakeholders and apparent ownership constraints have been distinguished. In this paragraph the relevant strategy in relation to ownership will be determined, its positive and negative aspects and subsequently relevant recommendations of the relevant stakeholders to further enhance this strategy. The four elaborated strategies of the theoretical framework will

therefore be examined and considered in order to determine which strategy fits the best in the approach that is observed in M4H.

8.3.1. The strategic approach in M4H: organic development

In the assessment of the strategy in M4H the conclusion can be made that the strategy which the stakeholders are applying aligns the best with the characteristics of organic development. Although organic development has a maximum and minimum variant, the strategy in M4H has elements of both. In this paragraph an examination will be made why this strategy aligns the best with the approach in M4H. In this paragraph a number of 4 quotations are selected that will illustrate the plot development strategy in this area, that will accordingly be examined.

“I have observed that the last couple of years there is some movement within the municipal organization, partly by the enormous housing pressure which is apparent nowadays. That leads to the fact that we made decisions to again do land acquisitions” (Respondent 9, personal communication, 17 September 2020).

“For an owner-user for example you can think of offering him an alternative location. For an investor construction the strategy is how can we compensate them, for instance by let him initiate development where he can make returns on his investment” (Respondent 9, personal communication, 17 September 2020).

The first characteristic of organic development is that in the minimum variant there are no land acquisitions of the municipality, and in the maximum variant there is a limited number of land transactions. In this aspect the strategy in M4H aligns the best with the maximum variant of organic development, since the municipality does implement a limited amount of land acquisitions. Since the pressure for new residential homes in the Netherlands, and also in Rotterdam is currently rather high, the municipality can decide to implement a couple of land acquisitions in order to raise the pace of the redevelopment. This practice also happens in M4H. For instance for the accessibility infrastructure that needs to go via the plots of individual private owners. In order to raise the pace of the redevelopment the municipality can decide to acquire these strategic plots, for instance by means of expropriation. Subsequently the area has one player with a considerable number of property ownership which is the harbour company. Since there is very close cooperation between the harbour company and the municipality, and the municipality also is a shareholder in the harbour company, plot exchange between these parties does occur when necessary. The last aspect which endorses the practice of land acquisitions by the municipality is that some private owner-users is offered an alternative location in the city. The municipality must either find an alternative location for these owners as well as providing them a transfer payment. This practice is sometimes necessary in order to achieve the strategic relevant plots in the area.

“Yes that is public space for instance. Also the underground infrastructure which is an underexposed item. It essentially means, every development needs a set or package of cables and pipes underground, that need to end on another place. For that practice you have to cross private properties” (Respondent 9, personal communication, 17 September 2020).

The second characteristic is that the public space is either individually initiating the public space in the minimum variant or doing a comprehensive upgrade of the public space in the maximum variant. The fact is in M4H that the public space needs to be reshaped in relation to the redevelopment, and that the municipality is having the major responsibility for this aspect. Since M4H is an old harbour area the public space entirely needs to be modified to public space which is convenient for a neighbourhood with predominantly residential purposes. The strategy that is applied in M4H essentially aligns better with the characteristics of the minimum variant of organic development. The municipality hence will not perform a comprehensive upgrade for the public space. Because there is still a lot of private ownership in the area, and therefore it is still unsure that every owner will align with the redevelopment, the municipality cannot take this risk. Therefore they are initiating the public space in relation to each specific redevelopment. Moreover that way of reshaping public space is a logical sequence, since you cannot transform it all at once. An important aspect of that notion are underground pipes and other infrastructure.

“We call that the Marconi square, which is in the front of the Lee Towers, and there we are together with three parties: the municipality, the harbour company and ourselves. The municipality because the development is on the edge of their plot as well, and they possess all kind of plots in that area, the harbour from a natural position. And us three we need to make a kind of masterplan and spatial exploration and show that to them. We are currently occupied with that practice” (Respondent 10, personal communication, 26 October 2020).

The last two characteristics are that there is gradual development and that all stakeholders are developing on their own plot and apart from each other. This practice corresponds very closely with the practice what is concretely happening in M4H. The first aspect is that there is not interdependence in the redevelopment and every stakeholder develops on their own plot. Just as the quotation above shows, all parties make an urban plan about a new redevelopment, but the developer will subsequently initiate the redevelopment on its own plot. There however is alignment between the different stakeholders. This practice is very common in M4H, so all developers align with the harbour company and the municipality since they are the relevant stakeholders in the area, and then initiate the development on their own plot. Secondly the pace is determined by the pace which the developers think is convenient for the redevelopment. If a developer cannot find a convenient plan with either the municipality and the harbour company they can retain the development until it is convenient for them. This what we saw with ownership constraints in paragraph 8.2.3. This practice can be applied significantly well in M4H since the ownership is less fragmented than the other areas in this research. The municipality and harbour company are essentially always an important stakeholder. Therefore they can a bit easier take control than for instance the stakeholders in Feyenoord City, Amstel III and Hamerkwartier. From the municipality point of view, it is always more convenient to have more site ownership in the area, that gives the opportunity to determine what should happen on a plot and then tender it to developers. That, hence, is the case in this harbour area where the municipality and the harbour company have a significant number of site ownership.

8.3.2. The positive and negative aspects of organic development in M4H

The approach of organic development is a facilitating rather than active approach, without extensive capital injections and large-scale land acquisition. As observed in the previous paragraph the fact that the municipality and the harbour company have significant site ownership in the area. In this paragraph the positive and negative aspects of this strategy in Feyenoord City will be examined.

Positive aspects are that there is not much interdependence of each other and parties are able to develop on their own pace. Accordingly the municipality takes the responsibility for the open public space, however not comprehensively but in the sequence of each individual development. Also the developers can be taken accountable for the costs, due to the content of the spatial planning act (Wro). This is what the practice in M4H also happens. The costs for the remediation and other associated building costs need to be accounted on the developer. The municipality can on the other hand enable the developers to give them more freedom to build what they want on their plot. The only additional costs that the municipality must make is the small number of plots that need to be acquired, predominantly for public space and necessary accessibility infrastructure.

Negative aspects however are that the pace of the redevelopment cannot be directed by the municipality, since every developer can start the development on their own initiative. Subsequently the quality improvement is limited to the public space which the municipality is able to initiate. Therefore for the pace of the entire the municipality is dependant of the willingness of the private owners, either developers or owner-users. This is requiring close conversations and investing in the motives of these stakeholders. The practice of that will follow in the next paragraph. Furthermore, since the municipality and harbour company are having a significant number of site ownership, they can also direct for the plots where they have the ownership. This is an additional advantage for the municipality for this specific redevelopment in M4H.

8.3.3. How can the current strategy in M4H be further enhanced

In this paragraph an examination will be made of the perception of the relevant stakeholders concerning ownership constraints. This paragraph will provide some recommendations of relevant stakeholders, in order to further enhance the current strategy in M4H. These recommendations will be either from the perspective of the developer as well as the perspective of the municipality and are formulated in succinct items.

Interpersonal relations between stakeholders

“The most important thing is that you can keep all interests under one hat if you have site ownership, and proverbially keep al frogs in the wheelbarrow if you have multiple owners in the area” (Respondent 9, personal communication, 17 September 2020).

“All of the trajectory you have a situation with negotiation with an owner, and I genuinely endorse that you have to maintain personal relations with stakeholders. Since for a large part the focus is on aspects on which you disagree. (...). Which helped for me in many situations is that you keep the focus on things on which you do agree, and policy goals you jointly have. Especially if you deal with an investor or developer, those parties do have intrinsic motivation for development. Well search for equal point of views in such situations. (Respondent 9, personal communication, 17 September 2020).

The first aspect to enhance the current strategy in M4H towards the strategy towards ownership constraints is investing in interpersonal relations and building relations with the stakeholders in the area. This aspect has already been mentioned in all previous areas so that means that respondents do all agree this is a very relevant aspect for enhancing the approach towards ownership constraints. Especially for municipalities who does not have much site ownership in the area, because if the municipality does have the option to take more control about the redevelopment since they can determine what should happen on the specific plots of land. If the ownership is fragmented between

several private stakeholders, all relevant stakeholders would be helped if they will get to know each other better. Since the entire redevelopment is essentially one large situation of negotiation, where the parties have a lot of disagreements between each other. In the end the whole practice is a people's job. If the relevant people who represent the important stakeholders will get to know each other better it makes these negotiations more convenient. Furthermore, an important aspect during these negotiations is trying to find where the parties agree with each other and start to build from that starting point. A developer after all has bought a plot with development interest and the municipality wants the redevelopment to succeed as a whole. Eventually these parties can find each other since there clearly are common interests. If you enhance the interpersonal relations and try to find common grounds in relation to the redevelopment, it will certainly have a positive impact on the specific plots of the redevelopment and then eventually on the redevelopment as a whole.

Try to find alignment in expertise

“Yes and leave all those parties also in each other's strength. We (municipality red.) know for instance a lot about the development process, for instance the underground pipelines. There we have a lot of expertise as municipality. A developer on the other hand has knowledge about the market, what does sell at the moment, the building process, premises et cetera. Try with this notion to complement each other rather than impeding each other” (Respondent 9, personal communication, 17 September 2020).

Another important recommendation, which builds further on the intrinsic elements of negotiation, is to find alignment in expertise between both parties (often developer versus municipality). If the negotiations focus on aspect in which both stakeholders are specialized and have their qualities in, the negotiation will go out of joint strength rather than disagreement. M4H shows a practical example from the point of view of the municipality. The respondent from the municipality namely states that the municipality is strong in providing the public space and then specifically the underground pipelines. The developer on the other hand is good at seeing market potential, premises, and the building process. If both stakeholders try to find each other in these items they can help each other and jointly propose a successful redevelopment.

Transparency and openness

“At the moment we are occupied with a feasibility study. (...). And if you show up in an early stadium with these analyses, you can immediately see where the obstacles can be. Subsequently you need to make that open to discussion, and make that transparent for all relevant parties. I see many developers who do not do that and keep their cards to the chest and accordingly try to push through their own interests, well that will burst eventually. I think if you are transparent in that at the beginning, that would be better for the relations and the redevelopment as a whole” (Respondent 10, personal communication, 26 October 2020).

The third aspect which is important during a redevelopment is transparency and openness. Also this aspect hits back on the negotiation process between the developer and municipality. As the quotation shows the developer in M4H in an early stadium of the redevelopment makes large feasibility studies. If something turns out not to be feasible there should be transparency between the developer and municipality, to be able to communicate this to each other in an early stage. Sincerity and transparency, and show where things are not possible than every party knows what

they can expect. This is contrary to developers who are not transparent and try to make their own mind. This will accordingly lead to ownership constraints which are observed in several areas. A practical example for this practice in M4H was the construction of a hotel. The municipality would like to have a hotel on a certain plot, but the developer could show them that this was an unfeasible proposal. This honest and transparent attitude can perhaps prevent a development, but it will definitely not lead to long and viscous negotiations between both parties. Direct honesty and transparency from all stakeholders can improve the conversations and negotiations

Unburden municipality

The capacity at the municipalities everywhere in the Netherlands is very limited. So as a developer you need to get started profoundly and align yourself with advisors, spatial planners et cetera. They subsequently can do the work together with the municipality, and essentially you try to unburden the municipality in that extent. Well not every developer does that but we do that extensively and that is also where our strength is. (...). The municipality is really helped with that, and the municipality of Rotterdam also is very open to that and seeks cooperation in that way of working” (Respondent 10, personal communication, 26 October 2020).

The fourth recommendation is also in the line of cooperation between developers and the municipality. The developer in this quotation makes the observation and states that, which also already has been provided in the actor analysis, the municipalities in the Netherlands due to policies of austerity have significant capacity shortages. Therefore they are sometimes not able to compete with their counterparts of the developers who can invest more money on good advisors. In M4H this happens for instance with the ‘ambitiedocument’ (in the follow-up of this thesis ambition document) for a specific development in the area. This precedes the procedure of a zoning plan, and requires a lot of experts to work on it. This is what normally would have done together with the municipality, but in this case the developer initiated that process so the developer relieved the work of the municipality. This was appreciated by the municipality and made sure more pace could be made within the redevelopment. If a developer has the financial resources to work with good advisors and urban planners, they could in this perspective help the municipality by working together with this valuable information. This attitude of developers towards the municipality improves the cooperation and can enhance the strategy towards ownership constraints.

Realistic future proof building

“You do not need to talk about sustainability with a passport of materials, which the municipality would impose to us, but you need to make a building recyclable. (...). That would save us a lot of unnecessary discussions about sustainability, since their proposal was not feasible. And this proposal also is a lot cheaper. The municipality accordingly was very happy with this new way of thinking” (Respondent 10, personal communication, 26 October 2020).

The fifth and last recommendation for M4H is a rather technical one, and anticipates on earlier constraints which are observed where the municipality cumulates ambitions and demands which will lead to an unfeasible plan. This constrain which essentially is caused by ownership constraints and associated discrepancies between developers and the municipality can be handled in a more appropriate way. This can be achieved by recyclable buildings, that means not all kind of cumulative ambitions such as a material passport or prefabbing et cetera. The respondent argues that if you will at the beginning make a recyclable building, that means a building which very quickly and easily can

switch between different functions, is more sustainable than all kind of current sustainability standards that can make plans sometimes unfeasible for developers. The municipality responded positive on these thoughts, since it is significantly cheaper in building constructions. This simple and much cheaper option can help developers and the municipality to align better and much quicker can initiate development. This can enhance the strategy to overcome ownership constraints.

8.3.4. Conclusion

The strategy that the relevant stakeholders in M4H who are initiating the redevelopment are applying is organic development, with aspects of the minimum and maximum variant of this strategy. The municipality namely does some strategic land acquisitions but not large scale. Secondly the municipality initiates the public space, which is one of their qualities. They do not this comprehensively but individual per individual plot. The last two characteristics are that there is gradual development and that all stakeholders are developing on their own plot and apart from each other. Since all these aspects are apparent in M4H the conclusion can be made that the strategy that is applied in M4H is organic development.

The strategy in M4H can be considered as successful to some extents. The advantage for the municipality is that they do have some ownership in the area, just as the harbour company where the municipality has close lines with. This gives them the possibility to regulate in relation to the redevelopment. Organic development is, seeing this strategy also a logical strategy. Positive aspects namely are that not much large capital-intensive acquisitions are required and the municipality takes the responsibility for the public space. Subsequently the costs for the remediation and other associated building costs need to be accounted on the developer. The strategy, hence, is not particularly cost intensive for the municipality. On the other hand negative aspects of the strategy in M4H is that the municipality cannot determine the pace of the redevelopment on the private plots. What they can do about that is building relations with the private owners and stimulate to initiate development, and on the other hand make plans for their own plots and of the harbour company and tender it to developers.

Important recommendations from the relevant stakeholders in order to enhance the redevelopment strategy in relation to ownership constraints are profoundly examined. The first one is a recurring item, and that is investing in personal relations with relevant stakeholders. Other recommendations are also provided regarding the negotiation process, predominantly between developer and municipality. These recommendations are alignment in expertise between developer and municipality, honesty and transparency in the start of the negotiations and an advice to developers to try to also facilitate the municipality and jointly share information. The last recommendation is a rather technical one and that is recyclable building. All these aspects can help to enhance the current strategy in M4H of are examples of good cooperation in M4H, and are therefore relevant notions in relation to ownership constraints for urban redevelopments. The strategy in M4H can be considered as successful.

8.4. Conclusion M4H

M4H is an old harbour area where a lot of industrial premises are situated and where a large redevelopment will be initiated. Important stakeholders are the municipality and the harbour company who both have a reasonable number of site ownership in the area. Furthermore the harbour company has all plots with a leasehold contracts with the municipality and the municipality is a large shareholder for the harbour company as well, so both parties are closely aligned. Subsequently there are developers and other private owners, predominantly owner-users in the

area. The latter group is mainly concerned with the continue of their business activities. The developers have the ambition transform and speculatively bought themselves site ownership.

In the area some ownership constraints can be determined. The first relevant ownership constrain is multiple ownership, since redevelopments can take place on plots of multiple owners and the accessibility structure also needs to cross private plots. The second constrain is retention for continued current use. This involves the plots of the private owners, predominantly owner-users, who want to continue their business activities. It is important for the municipality to keep in close contact with these stakeholders. The last constrain is retention for subsequent own development. Some developers and investors are gathered in the area. If negotiations with the municipality fail and they cannot initiate their desired plan they keep the land and will not start with the redevelopment. All constrains appear to be constraining in the area, and therefore a strategy and recommendations about this practice will be implemented.

The common strategy in M4H to overcome issues related to ownership constraints is organic development. Essentially this is a good strategy, especially since the municipality has some site ownership in the area. For this strategy no large capital injections are required and the municipality takes responsibility for public space. Developers or municipality are not large-scale exchange plots and every developer initiates development on their own plot. A disadvantage however is that the pace of the redevelopment cannot be determined, and is dependent on the willingness of the developer. The relevant stakeholders provided recommendations in other to aligning better and enhance the current strategy, or show examples of already good cooperation in the area. important recommendations are investing in personal relations, find alignment in expertise, transparency and honesty in negotiations, unburden the municipality and realistic future proof building. Mainly due to good cooperation between developer and municipality and close alignment between the municipality and private stakeholders, in combination with the fact that the municipality already has some ownership, make the organic development actually a successful strategy in M4H.

9. Conclusions, discussion and reflection

For the research in this thesis the practice of urban redevelopments and associated ownership constraints has been inquired and examined for 4 cases in Amsterdam in Rotterdam. The practice in this area has been discussed in-depth and the results and data that has been gathered has formed the base for answering the sub-questions that have been drafted in paragraph 1.3.1. In this chapter, accordingly, the research question will be answered.

9.1. Conclusion

The Netherlands currently is facing a severe and pertinent housing crisis, and especially in the Randstad region prices of houses are peaking. One clear solution is enlarging the supply of houses, with the ambition of more than a million houses in the following 10 years. Subsequently the objective is to preserve natural and green values and to align new developments as much to urban amenities as possible. Large function change locations, also called brownfields, which essentially are large business area with predominantly industrial premises, offer an opportunity to combine these ambitions of the government, either national and local, and developers. These inner-city transformations, or urban redevelopments also involve complexities. One of the most pertinent is ownership constraints. These areas suffer to a large extent to fragmented ownership where different stakeholders with different interests have their plot in the area, and since ownership is a considerably strong right in Dutch legal context, all these owners have to align in order to make successful developments. All in all in the process of inner-city transformations or urban redevelopments involves a much higher complexity, because of the high number of different stakeholders with different interests. In order to get a better view on the practice of the relevant stakeholders on ownership constraints in Amsterdam and Rotterdam, 4 cases are selected to perform the empiric research. In relation to that context the following research question has been set-up:

“To what extent do ownership constraints determine the feasibility of urban redevelopment on function change locations in Amsterdam and Rotterdam and which strategies are used for preventing negative effects of ownership constraints?”

The first sub-question was the determination about which stakeholders are relevant for the redevelopment and to what extent they have site ownership in the specific area, e.g. how is the ownership situation prior to the transformation. For answering this sub question the theory of stakeholders for urban redevelopment from Carmona et al. (2010) has been used. Although the 4 selected cases varied from each other, some basic similarities in the proportion of stakeholders could be observed as well. First of all the municipality is a relevant party, and can be scaled in the category public sector in the theory of Carmona et al. (2010). Concerning every spatial development in the Netherlands the municipality is a relevant stakeholder, since they first of all show the ambition for transforming the area and subsequently have the legal power of the zoning plan (public law) and in many cases (especially in Amsterdam) also the leasehold contract (private law). The municipality therefore is an important partner. In some locations also other national governmental institutions were distinguished, their role to the redevelopment is marginal besides the fact that they have ownership and therefore are relevant. The second relevant parties are the developers, which is also a development role in the theory of Carmona et al. (2010). Developers are also crucial stakeholders since they are essentially the carriers of the urban plan of the municipality and most of the time also acquired site ownership in an earlier stadium. In order to make successful and feasible developments alignment between developers and the municipality is required. The category of developers can vary from pure project developers or institutional developers who see the real estate as investment object. Thirdly there is, what the theory of Carmona et al. (2010) distinguishes as landowners, the

remaining part of (private) landowners in the area. Next to the municipality and the developers this is the last category with significant site ownership in the areas. The difference with the other two important groups of stakeholders is that these parties, are all not particularly interested in the redevelopment and accordingly have other interests and objectives. First of all there are owner-users, these are essentially owners who have ownership and also concretely use the premise on their specific plot for the purposes of their own business. The other category are institutional investors or other organizations who rent it to tenants, these could either be domestic or international parties. Contact with these stakeholders often is complex and straining, which works obtrusive. However developers and especially the municipality have to inform and align with these stakeholders in order to prevent that free-riders will occur and also to interest them for the redevelopment by offering them alternatives for instance. A fourth important group of stakeholders is the foundations. These are essentially collectives of some specific stakeholders rather than an individual stakeholder. In Feyenoord City and Amstel III, there were two types of foundations each with a specific purpose. The existence and specific function of these foundations is important in order to determine the strategies in the areas. An area with foundations as important initiators in the redevelopment, are more likely to have a capital-intensive strategy since there is more financial capability.

Subsequently the second aspect of sub-question 1 is to determine to what extent parties have site ownership. This is an important aspect to consider before the transformation, since it will define which ownership constraints are pertinent and subsequently which strategy can or need to be deployed. For the municipality the strategic approach can substantially differ if they have significant site ownership, or almost no ownership. If they have multiple large plots in the area they are able to make the urban plan and subsequently tender it to developers. If most of the plots are owned by developers the municipality is much more dependent on these specific parties. Essentially this is also applicable to developers. In every case the observation is made that developers, to a large or a bit lesser extent speculatively bought themselves in and acquired properties in the transformation areas. This automatically makes them a relevant party. Next to that it is also important to determine to what extent other private owners are gathered in the area and in which rate the site ownership is fragmented. Two owners make a large difference to twenty owners for instance. This will to a large extent determine the interdependence for each other and subsequently the strategy that needs to be deployed. In the 4 areas that have been observed the ownership was fragmented everywhere, and the municipality in no single case had a large rate of ownership. In some cases the developers on large-scale had acquired plots of land which makes them the most important group of landowners, in other areas the ownership still largely was in hands of the existing owners in the area, predominantly owner-users. This means that the conclusion can be made that the municipality on inner-city function change locations essentially has no significant site ownership, and therefore are for a large extent are dependent of the plans of developers and the willingness of the other private owners. However due to the legal power of the zoning plan and leasehold contact, the private stakeholders are dependent on the municipality as well. Hence proper alignment between public and private stakeholders is crucial.

Now the practical answer and conclusion is provided on the first sub question, subsequently need to be looked to what extent this research is corresponding with the initial theory in the conceptual framework, more precisely the stakeholder theory of Carmona et al. (2010). Carmona et al. (2010) based their theoretical base on the UK context and primarily divided development roles rather than single acting stakeholders. One stakeholder for instance could execute multiple roles in the theory of Carmona et al. (2010). Firstly these roles are divided into three main categories, namely developers, landowners and the public sector. Subsequently all roles are divided into these three categories. In this thesis the choice has been made to work out the three most important roles towards ownership

constraints in Dutch context, namely the public sector (e.g. the municipality), the project developers, and the remaining landowners which often were owner-users or institutional investors. The practice showed that the important stakeholders for redevelopment and ownership constraints corresponded very well with the theory of Carmona et al. (2010), since most owners that are observed in the different cases aligned well with the overview of Carmona et al. (2010). The only additions mainly need to be sought in context differences between the UK and the Netherlands. For instance the existing of social housing corporations. Also the real estate market in itself functions different in the UK than the Netherlands, which leads to other roles from the different stakeholders. Furthermore the theory did not specifically reflected on the existence of the foundations as important stakeholders. This section will be further explained in paragraph 9.2.1. All in all the theory of Carmona et al. (2010) appeared to be useful for a stakeholder analysis, even in the Dutch context.

In the following table a brief overview of the stakeholder and ownership situation (e.g. the answer on sub question 1) will be provided. The answer can be either ‘yes’ or ‘no’, or the question can have the categories in order of descending value: ‘no’, ‘little’, ‘reasonable’, ‘average’, ‘considerable’, ‘much’ and ‘all.’

Area →	Amstel III	Hamerkwartier	Feyenoord City	M4H
Aspect:				
Fragmented ownership	Yes	Yes	Yes	Yes
Site ownership municipality	Little	Little	Little	Reasonable
Site ownership developers	Much	Much	Little*	Little
Site ownership other private stakeholders	Reasonable	Average	Much	Much
Site ownership other public stakeholders	No	No	Little	No
Number of leasehold contracts	Much	Much	Little	Little
Existence of foundation as relevant party	Yes	No	Yes	No

Figure 17: brief overview sub question 1

**In Feyenoord City the foundation took the role of initiator of the redevelopment, and acquires all necessary plots. This leads to the fact developers have no significant site ownership*

Now the starting point for the urban redevelopments has been set out, the second sub-question can be discussed. The second sub-question was which specific ownership constraints could be observed in the different areas and which of them would turn out to be the most obtrusive. As a guideline the work of Adams et al. (2001) has been used and therefore this outline formed the base for the second sub-question. The first ownership constraint which appeared in every area was the ‘multiple ownership’ constrain. This constrain essentially happens when intended developments or other associated aspects such as public space and infrastructure needs to be initiated on, or is impeded by multiple owners with site ownership for that specific development. The multiple ownership constrain subsequently led to other associated problems which have been observed in the areas, such as high prices for remaining plots (Amstel III), plan damage claims (Hamerkwartier), large capital intensive land acquisitions (Feyenoord City) and issues with public infrastructure over private plots (M4H). The practice showed that without good alignment between municipality and developer this constrain can be inconvenient and obtrusive.

The second pertinent ownership constraint which have been observed is the 'retention for continued current use.' This constrain basically is based on the owner-users in the area with the primary objective to resume their business activities. They can potentially see the redevelopment as a threat for their company and therefore are not willing to participate. However since the fact that the continuation of their business activities is their primary interest it is also a convenient negotiation partner because the municipality and developers exactly know what these people want. Keeping in contact with these owners and inform them about the redevelopment is important to keep them on line with the redevelopment. In line with these owner-users, another aspect which some respondents indicated the issue of the value of existing real estate. If these owner-users are willing to leave their plot, for instance because they have an alternative location, the value of this existing real estate appeared to be significantly expensive. This results in the fact that inner city transformations are hardly financially conclusive, which thus affects the (financial) feasibility. Furthermore within this category also other private stakeholders are scaled, for instance parties with an domestic or international parties who have ownership and rent it to a tenant. Especially the international parties are difficult to reach and have no particular interest in the redevelopment. The practice showed that without good alignment between the stakeholders that want to initiate the redevelopment, so the municipality and developers, and these private owners in the area the constrain can be obtrusive. However the fact that the area cannot be redeveloped all at once, the fact that some owners remain their premise is not necessarily obtrusive on the short-term.

The third and last relevant constrain which frequently has been addressed in the research is the constrain retention for subsequent own development. This ownership constrain is interpreted from the literature, and for this thesis essentially involved certain discrepancies between the municipality and the developer with site ownership. Some pertinent aspects were apparent in relation to this aspect. These aspects essentially are discrepancies between the municipality and developer about the number of social housing in relation to their development. The second pertinent aspect is the realization of public space, especially in areas where the municipality merely is facilitating the development rather than involved in land acquisitions, either on a small or large scale. The third aspect is the realization of social amenities, such as schools and community centres. Developers actually do not want to do that, and if the municipality has no particular site ownership that can be very constraining. Furthermore another pertinent aspect is the general discrepancy between developers and the municipality. Essentially this discrepancy implies the normative approach of the municipality towards new redevelopments. Accordingly this means that the developers are ought to initiate a plan with all kind of cumulated requirements which eventually is not feasible for them, and that appears to be obtrusive. Subsequently a remaining less pertinent constraint which has been observed in one area, but not in the other is retention for no specific purpose. Two aspects of this constrain are a stubborn owner who is against the development, and national governmental institutions which are rather ponderous. This constrain is less pertinent than the constrains which were observed in multiple areas.

Also for this sub question the assessment will be made to what extent the practice in this research is corresponding with the theory which is provided in the theoretical framework, specific for ownership constraints the theory of Adams et al. (2001). In their work Adams et al. (2001) made a large and sophisticated overview about ownership constraints. These findings are based on a research performed in 4 cities in the UK. That subsequently resulted in several ownership constraints that all have been distinguished and scaled in different categories. The research in this thesis however only remained to the selection of a few ownership constraints that have been selected by Adams et al. (2001). As stated in the previous paragraphs these constraints are multiple ownership, retention for continued current use, retention for subsequent own development, and to a much lesser extent

retention for no specific purpose. This difference can for a certain extent be declared. First of all this thesis looked into large scale transformations on function change locations in Amsterdam and Rotterdam. The scale of the research area therefore is much larger than in the work of Adams et al. (2001), where the research zoomed in on small and specific redevelopments. That leads to the fact that other pertinent issues, for large scale redevelopments appeared in this thesis, for instance the multiple ownership constrain. So the scale of research is a very important aspect for this difference. Secondly time and context are significantly different. First of all the research of Adams et al. (2001) has been published in 2001, that implies that the research has been conducted more than 20 years ago. Since then a lot of contextual factors have been changed that raised the prices of area development, for instance sustainability and associated requirements that became stricter. Thirdly the location of the research is different, namely the research of Adams et al. (2001) has been conducted in the UK and this research in the Netherlands. The difference in both planning systems can also provide other results for the research concerning ownership constraints. In paragraph 9.2.1. some recommendations and additions about the used theory will be provided.

In the following table a brief overview of the ownership constraints that have been observed (e.g. the answer on sub question 2). In the first column the observed constraints from the literature are observed, and in the table the practical implication for this research has been provided.

Area →	Amstel III	Hamerkwartier	Feyenoord City	M4H
Ownership constrain from the literature:				
Multiple ownership	Yes	Yes	Yes	Yes
Retention for continued current use	<ul style="list-style-type: none"> - Owner-users; - International investors; - Potential free-riders. 	<ul style="list-style-type: none"> - Owner-users; - Value existing real estate; - International investors. 	<ul style="list-style-type: none"> - Owner-users; - International investors. 	<ul style="list-style-type: none"> - Owner-users; - Value existing real estate.
Retention for subsequent own development	<ul style="list-style-type: none"> - Discrepancy (large) social housing; - Discrepancy societal amenities; - Discrepancy municipality-developer. 	<ul style="list-style-type: none"> - Discrepancy social housing; - Discrepancy public space - Discrepancy municipality developer 	---	<ul style="list-style-type: none"> - Discrepancy municipality developer.
Retention for no specific reason	---	---	<ul style="list-style-type: none"> - National governmental organizations - Stubborn owners 	---

Figure 18: overview sub question 2.

The third and last sub question was about determining which strategies are applied in the different cases in order to tackle ownership constraints and improve development feasibility, and about which elements could potentially help in order to either further enhance the development feasibility or on the other hand aspects which are already good and turned out to improve the development

feasibility. The strategies are based on the literature in the work of Hobma et al. (2018). In every case there was another strategy which was apparent. In Amstel III the strategy is DAT, in Hamerkwartier plot development, in Feyenoord City property aggregation and in M4H organic development. The strategic choice for a strategy is not a random one, but very dependant of the context. Essentially there can be concluded that there is a sequence in the capital intensiveness and the project duration of the redevelopment. Plot aggregation for instance is the most capital-intensive strategy, since large land acquisitions need to be made and also an expensive governance structure of a PPP. Conversely it gives the advantage that the pace of the redevelopment will be higher and could be more strictly regulated. Furthermore there is the possibility to make an entire new plan for the future neighbourhood. Plot development on the other hand is not a capital-intensive strategy and does not require expensive governance structures. Conversely the project duration is much slower and harder to predict. Furthermore strict agreements need to found in relation to social housing, public space and societal amenities. DAT and organic development are in the middle of those extremes. The difference between those two is the extent of (small) land acquisitions and land transfers, and also the existence of small PPP's for specific purposes. Essentially the conclusion is that the large the capital injections are, the more direction the parties, that are initiating the redevelopment, can impose on the other relevant stakeholders and consequently can accelerate the redevelopment.

Another important conclusion is that the context is a very determining factor for which strategy actually will be applied. It is not a random choice which strategy will be applied but very dependant of the ownership situation, attractiveness of the area and the term on which the redevelopment need to be finished. Hamerkwartier for instance is an attractive location in Amsterdam where developers possess most of the site ownership. The municipality sees this as an organic process of multiple years, where developers eventually are keen to develop. Plot development therefore is a logical strategy. Feyenoord City on the other hand is facing a bigger pressure in terms of planning, partly due to the new stadium, and also there is a lot of private ownership but not the developers. A capital-intensive strategy as property aggregation in this context also is a logical choice. Amstel III is a more monofunctional area than for instance Hamerkwartier and the area also is a less attractive location in Amsterdam. More regulation and initiatives for new public space are therefore necessary, so in this context DAT in Amstel III is a logical strategy. In M4H, an area where the municipality possesses some site ownership and where also another large part is in hands of one stakeholder (the harbour company), the strategy of organic development also is a logical strategy. Municipality initiates parts of new public space, since that is necessary in an old harbour area, but the developers can decide the pace of the project duration. All in all the important conclusion is that the choice for the specific strategy is very dependant of the context of each area. Therefore it is important to determine what the characteristics of an area are, and subsequently how ownership is divided. When this context is clear and visualized, the appropriate strategy can be selected. As Hobma et al. (2018) also point out, the more capital-intensive the strategy the more direction can be implemented on the structure and the pace of the redevelopment. It is for the relevant stakeholders to determine the characteristics and subsequently to make the consideration for the strategy.

In the theory of Hobma et al. (2018) point out essentially 4 general strategies which aim to solve ownership constraints for large scale transformations can be distinguished. In the areas which have been investigated in this thesis the characteristics and elements of these strategies, without that it has been directly mentioned in that way, were well visible in the areas. Also every area had the characteristics of another strategy, which made it particularly interesting to compare the areas and associated characteristics with each other. However the remark need to be made that not every characteristic of each strategy was directly visible in every area, and that the strategy with the most characteristics in the area has been pointed out as the leading strategy. Therefore the conclusion

about the theory of Hobma et al. (2018) can be made that not in every area clearly the characteristics of specifically one strategy are visible, but an area can either have some characteristics of another strategy. But in general the characteristics and positive and negative aspects which are pointed out in the theory, are aligning rather well with the practice which have been observed in the 4 cases in this thesis. In figure 19 the global strategies per area in this thesis are showed.

In the following table the first part of sub question 3 will be illustrated, namely the specific strategy for each area on the base of the theory of Hobma et al. (2018).

Area →	Amstel III	Hamerkwartier	Feyenoord City	M4H
Strategy:				
Redevelopment strategy for ownership constraints	DAT	Plot development	Property aggregation	Organic development

Figure 19: overview first part sub question 3, the development strategy for ownership constraints.

However simply the strategy will not immediately be sufficient to solve the existing ownership constraints. The relevant stakeholders have indicated some notions and recommendations in order to enhance the current strategy, or on the other hand aspects which already are contributing to a successful development strategy. These recommendations roughly can be divided into 4 principles. These principles are personal relations, approaches in the negotiation, strategic considerations and technical features. First of all personal relations is an important aspect to enhance the development strategy in an area. By far the most important aspect in this context is investing in personal and interpersonal relationships between stakeholders. Better relations with each other creates more mutual confidence which can enhance the results impeded by ownership constraints. Other important aspects in the category of relations are equality and alignment between municipality and developers and subsequently also with private owners. Both of these aspects are in the continuation of investing in interpersonal relations. Equality is an important aspect since every relevant stakeholder wants to be treated in an equal way, this can also help to improve confidence between stakeholders. Furthermore also alignment between the stakeholders is important. First of all between municipality and developer, the municipality should be the partner of the developer and vice versa, both parties eventually want that the redevelopment takes place so closer alignment can help to improve that notion. Subsequently also alignment with the private owners is important. If the parties that want to initiate redevelopment involve the private owners and try to engage them in the redevelopment and showing that you want to compensate them. This can improve their notion to cooperate with the redevelopment and it can prevent the occurrence of free-riders. All in all the personal relations and further alignment can significantly enhance the development strategy in relation to ownership constraints.

Continually the second principle is about the negotiations between the municipality and developer and in line with that the starting points of that negotiations. One of the aspects which is repeatedly mentioned by the respondents, either developers and municipality, that another notion from the municipality is required in this kind of large transformations. Usually the municipality is used to work in a normative way, that essentially means that they impose all kind of conditions or requirements to the developer in order to guarantee legal contribution. This cumulation of ambitions and requirements in a normative way can lead to unfeasible plans from the developer side. It is therefore important that municipalities approach these transformations with another notion, since the (financial) complexities, mainly because of fragmented ownership, makes the cumulation of requirements for developers unfeasible. In relation to the redevelopment there need to be made

priorities, preferably in agreement between developers and municipality. This other, non-normative, notion can significantly enhance the strategy and in that extent the development feasibility. On the other hand we saw an example where the developer, who had more financial possibilities, helped the municipality with deploying experts and consultants. Where possible the developers, who most of the time have more financial possibilities and more capacity than the municipality, can also unburden the municipality in relation to a redevelopment. Furthermore important aspects in the negotiation are, firstly transparency and openness. If a plan appears to be unfeasible it is important that this will be communicated in an early stadium and not retrospectively. Secondly alignment in expertise can be an important aspect. If municipalities and developers specialize in things where they are good at, they can work more complementary, and that can eventually make plans more feasible. All in all the process of an urban redevelopment is one large negotiation. These aspects can significantly improve the results of the negotiation and consequently enhance the strategy towards ownership constraints and eventually the development feasibility.

Subsequently the third principle is about strategic considerations. First of all an important strategy is the establishment of a foundation, in reference to the STIGAM in Feyenoord City and Stichting Hondsrugpark in Amstel III. For the strategy plot aggregation, the foundation had a significant important role since the financial powers of multiple developers are combined. This makes it possible to conduct large scale land acquisitions which are required for plot aggregation. The foundation in combination with very close alignment with the municipality is, as turned out in practice, a very successful strategy. In addition the Stichting Hondsrugpark, which is rather a foundation as lobbying party and therefore a bit less explicitly relevant as the STIGAM, the structure is successful for the specific purpose that it desires to achieve. Therefore, especially in relation to the capital-intensive strategies, the establishment of a foundation can significantly enhance the results of that strategy. Furthermore an aspect which is in line with the foundation and close alignment between developers and municipality, is the guarantee of the municipality to contribute with own ground to offer alternative locations for (predominantly) owner-users. Also this guarantee of the municipality can be an important aspect to enhance the current strategy. A third important strategic notion is making sure that there is an adaptive plan. That means having scenarios when some acquisitions or some potential redevelopments cannot happen due to fragmented ownership. This can improve the negotiation position of parties that want to initiate redevelopment and can therefore enhance the strategy. A fourth and last important strategic notion is making sure the redevelopment has societal support and relevance. If a plan has a large societal support and relevance, there automatically there is more political support in the municipal council and that can enhance the talks in a negotiation for a specific plan. All in all these strategic considerations are very important to take into account for the stakeholders initiating development. Next to the personal relations and negotiation principles also these strategic considerations can significantly enhance existing strategies for tackling ownership constraints and can to that extent improve the development feasibility. Finally a last important principle are rather technical principles that can potentially be implemented in order to enhance the current strategies. These technical principles which were mentioned by the respondents are air rights, makers space and realistic future proof building. If these principles will be implemented well-considered and thoughtfully they can also help to enhance the existing strategy towards ownership constraints.

These principles that are indicated by the respondents were open and free questions to them about the process of the redevelopment in their specific area. All these opinions and recommendations are scaled and schematically shown in figure 20 below. The specific recommendations are mentioned per area where they have been mentioned and scaled in the 4 distinguished categories.

Area →	Amstel III	Hamerkwartier	Feyenoord City	M4H
Principles indicated by respondents:				
Personal relations	- Investing in (inter)personal relations.	- Investing in (inter)personal relations.	- Investing in (inter)personal relations; - Alignment between developer and municipality; - Alignment with other private stakeholders	- Investing in (inter)personal relations; - Alignment in expertise
Negotiation municipality developer	- Other notion municipality; - Equality.	- Other notion municipality.	---	- Unburden municipality; - Transparency and openness.
Strategic considerations	- Showing ambition and flexibility.	- Societal relevant plan; - Land acquisition municipality	- Foundation as active party; - Adaptive plan; - Societal relevant plan.	---
Technical features	- Air rights.	- Makers space.	---	- Realistic future proof building.

Figure 20: overview second part sub question 3

To conclude, in the beginning of this thesis there has been stated that ownership constraints can turn out as an impediment of considerable importance in relation to new urban redevelopments on function change locations. However on the other hand there has been observed and mentioned that there are several ways to avoid ownership constraints to be obtrusive for the large transformations that have been observed for this thesis. Knowing the context and stakeholders, choosing the appropriate strategy and subsequently and most importantly try to align with the parties with the same ambition and same goal. If the relevant stakeholders align with each other in an appropriate way, the existing ownership constraints can be dissolved and mitigated to a very significant extent. This notion can help to realize the rather ambitious aim for building a million new houses in the next 10 years, especially for inner city redevelopments on function change locations.

Furthermore the main theories and concepts that have been distinguished in the theoretical framework aligned most of all very substantially with the practice. Although not every theory aligned 100% the theories of Carmona et al. (2010) and Hobma et al. (2018) appeared to be useful for, respectively, examining the relevant stakeholders and strategies for ownership constraints on large inner-city function change locations. The theory of Adams et al. (2001) however was to some extent useful, albeit that a lot of factors that they have selected did not align with the factors that have been distinguished on these large-scale areas, and not every constrain that has been found in the areas in this thesis were not all perfectly accommodated in the concepts in the theory of Adams et al. (2001). Scale, context and time period seemed to be the most important factors for this difference between the theory of Adams et al. (2001) and practice in this thesis.

9.2. Discussion

In this chapter the results of the analysis and conclusion will be discussed by means of some reconsiderations about theory, methodology and context of the research. In doing so some (practical) implications, flaws and deficiencies will be discussed and examined which during the course of this thesis came about.

9.2.1. Reconsiderations about the used theories

In the previous paragraph, the conclusion about the practical results and the compliance with the used (main) theories from the theoretical framework, have been pointed out. Accordingly the conclusion has been made to which extent the empirical results in this thesis are aligning with the selected theories in the theoretical framework. In this paragraph the additions to those theories will be provided on the base of the empirical findings in this research.

The first main theory from Carmona et al. (2010) has been used to examine the different stakeholders and their ownership situation. Essentially this theory about stakeholders in the redevelopment distinguished development roles, which are developers, landowners and the public sector. Within those categories the development roles were scaled. First of all, as already has been pointed out, Carmona et al. (2010) describe development roles rather than single acting stakeholders. This is not necessarily a problem, but the roles that have been distinguished did not completely align with the empirical results in this thesis. In relation to the Dutch redevelopment practice it is important to distinguish some key groups of stakeholders, and subsequently look how the ownership is divided in the area. These important stakeholders for function change locations in the Dutch context would rather be the municipality, project developers, other private landowners (e.g. owner-users) and a remaining category with other relevant owners. This division aligns better with the empirical results that have been found in the 4 cases in Amsterdam and Rotterdam. All in all that would be the first reconsideration and contribution to the theory regarding stakeholders in function change locations in (large) Dutch cities.

Furthermore, in the context of the second sub question, the theory of Adams et al. (2001) has been selected to determine the specific ownership constraints. In the conclusion paragraph there has been concluded that a significant number of constraints that have been selected by Adams et al. (2001) have not been observed in practice in the areas in this thesis. The main reason for that is the scale of the cases in that research and furthermore the context (the UK) and period of the research (2001). But not only were not all constraints that have been pointed out by Adams et al. (2001) not observed in the investigated areas, also the constraints that have been observed in this thesis did not directly comply with the ownership constraints which have been selected by Adams et al. (2001). Especially the constraints related to negotiations between developer and municipality. These are the constraints with the discrepancies about public space, societal amenities and social housing. Also the normative approach with cumulative ambitions of the municipality has been observed as a pertinent constraint. In the analysis chapters these constraints have been ascribed to the 'retention for subsequent own development' constraint from Adams et al. (2001). This choice has been made since this constraint from Adams et al. (2001) was the closest to discrepancies between developers and government regarding new (re)developments. However these specific discrepancies in the theory of Adams et al. (2001) were lacking, and to that extent that would be the theoretical contribution from this research to new literature. To that extent also the value of existing real estate and the poor contact and relations with international private stakeholders and other institutional developers who do not care about the redevelopment, can be added in this list of ownership constraints that have not been pointed out by Adams et al. (2001). On the other hand the constraints of multiple ownership and retention for continued current use were better present in the empirical results of

this thesis. All in all the conclusion can be made that for transformations on function change locations important ownership constraints first of all have a significant financial component, namely the value of existing real estate. Subsequently these areas are monofunctional areas so the area needs to be transformed comprehensively. Developers most of the time are not keen to do this, since costs are already high and the municipality in most of the times has no significant site ownership. This sequence of ownership constraints appeared to be obtrusive in all areas, and is to that extent an important addition to the literature.

The third important theory that has been used to ascribe the empirical results of this thesis was the theory of Hobma et al. (2018) with the strategies for dissolving issues caused by ownership constraints. This theory appeared to be rather useful, and the strategies that have been distinguished were all visible in the selected areas. Although the practice turns out to be rather more nuanced than the strict demarcation of 4 stand-alone strategies. Alternatively a more hybrid combination of strategies would be apparent in the selected areas, especially since some characteristics of strategies are to some extent similar to each other. Nevertheless the selection of these 4 strategies is a convenient approach to look into the way which relevant stakeholders try to tackle the issues caused by ownership constraints. Furthermore an open question has been asked to the respondents about methods or notions to either enhance the current development strategy, or on the other hand aspects which are already good and contributed to a good development strategy. This was an open question since, unfortunately, (recent) scientific studies that provide such information were not found. The formulated answers by the respondents, broadly, could be scaled in 4 categories; personal relations, negotiations between developer and municipality, strategic considerations and technical features. These categories could further enhance the current strategies for tackling ownership constraints.

All in all, all these reconsiderations can have led to the establishment of an adapted conceptual model. This model is showed in figure 21 below.

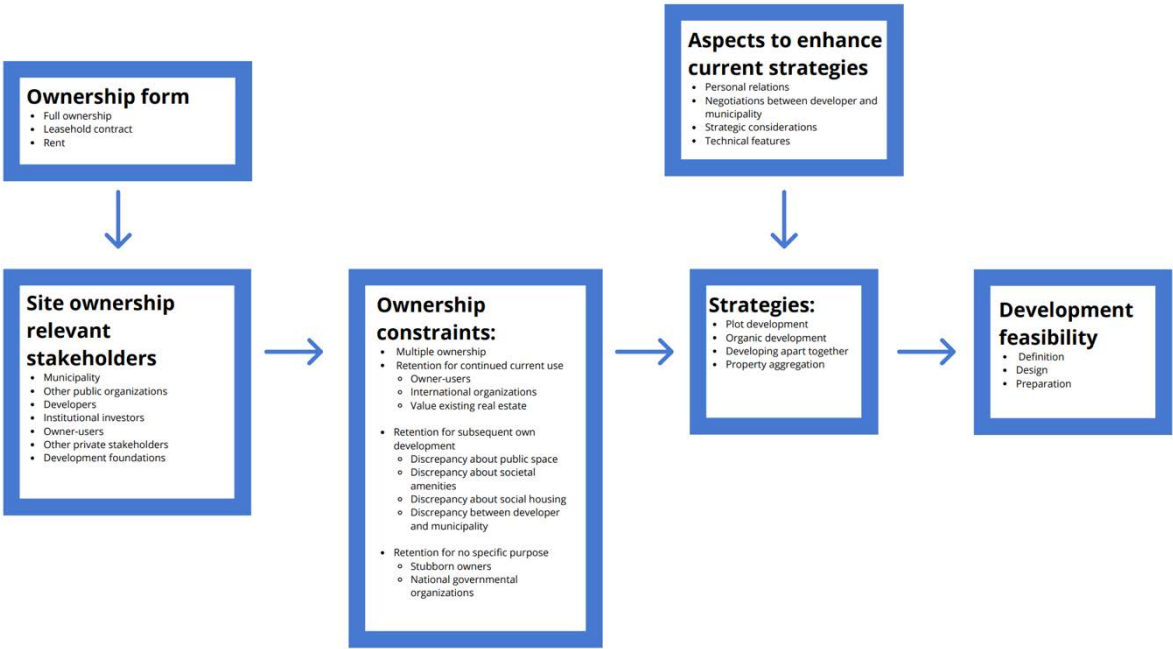


Figure 21: adapted conceptual model. Source: own creation

**An important note has to be made that this thesis initially was meant to be carried out in the Greater London Metropolitan Area (United Kingdom). When, in March 2020, the COVID-19 pandemic in Europe emerged, the choice has been made not to conduct the research in London anymore, but shift the research area to the Netherlands. In order to keep the initial research proposal as much untouched as it was, there has been decided to conduct the research in two large cities in the Netherlands. However literature with context in the UK remained in the theoretical framework, which turned out in practice, was not always perfectly applicable in Dutch context.*

9.2.2. Reconsiderations about the methods

The next step is to reconsider about the choices that have been made about the methods. As turned out from chapter 3, this research used qualitative research methods with interpretivism as the research philosophy. In doing so this research was able to give deep insights and information about ownership constraints, collaboration between stakeholders and relevant strategies which are pertinent in the entire process.

First the research strategy. Like already mentioned the data in this thesis predominantly has been gathered through a case study. More specifically 4 cases have been selected, where relevant stakeholders associated with different organizations have been interviewed with a semi-structured interview. In chapter 3 there already has been explained why the case study should be the convenient approach for this thesis. As researcher it gives the perfect possibility to ask the respondent in-depth questions and to that extent challenge existing theories. Furthermore the case study provides a broad flexible scope and enables a comprehensive description and explanation of the situation (van Thiel, 2014; Saunders et al., 2019). On the other hand the case study also has its negative aspects. Firstly all information is based on the existence of 4 cases, which has its negative implications on the generalizability. For this reason the choice in this thesis has been made to select two cases in two different cities. This in order to reduce the risk that the results in one case are dependent on the specific context and therefore not representative. Although this thesis is rather aimed for large cities instead of small municipalities, the results may not be perfectly convenient for this small municipalities. A quantitative analysis or a mixed analysis could have given a more representative result regarding ownership constraints in the Netherlands in general.

In order to guarantee the representativeness of the thesis, the previous section showed that 4 different cases in two different cities have been selected. This will enlarge the generalizability since the results will not be dependent of accidental findings or contextual coincidence. However on the other hand the selection of 4 cases impedes with looking at problems in one area in-depth. Since all 4 cases need to be examined in an equal way, the researcher is not able to genuinely specialize into one area. So the information that is gathered about the areas in this research is likely to be less in-depth in comparison with the selection of for instance one case. The selection of one case namely offers the opportunity to talk with more stakeholders in one specific area which generates a more comprehensive overview. Moreover, in order to acquire as much relevant information as possible, this research turns out to be quite long-standing. The thesis broadly exceeds the number of maximum words and eventually is considerably extensive. An important reconsideration in relation to the methods therefore would be a reduction of cases to one or two. Especially regarding ownership constraints, it is important to look at relations and interaction between stakeholders. This image can be better reached by interviewing more stakeholders per area. This extensiveness and perhaps even shallowness of each case is a sensible weakness of this thesis.

Since the aim was to do the research in London and to couple that with stakeholders in that area, the shift to the Netherlands was a sudden change. This meant respondents needed to be searched on own initiative without the help of an internship address. The search for respondents went smooth for

a certain extent. Although the period between the first e-mail to a respondent and the actual interview mostly took more than 1,5 months. The respondents, subsequently, have been interviewed by so called semi-structured interviews. As also described in chapter 3, semi-structured interviews enable the possibility to steer the interviews in the desired direction, but remain open for new insights and coincidental turns in the interview. All of this enables the interviewer to examine the subject in-depth (Saunders et al., 2019). The flexibility in these interviews turned out to be rather useful, since different stakeholders from different organizations each could be steered in the desired way. Some side steps could be taken to different, to the interviewer (partly) unknown, subjects. On the other hand the dependability (reliability) in the consistency of findings may decrease by ways of this interview strategy. Every interview namely can involve different aspects which are elaborated in-depth which could not be comparable with the other aspects. Therefore it could possibly be difficult to reproduce the research, which is an important aspect in scientific research (Creswell, 2013). A more standardized interview approach could potentially increase the reliability of the research. However the approach in this research essentially was a good approach, since ownership constraints is about complex relations and negotiations, so it turned out to be convenient to have some flexibility in the interviews. To that extent a more standardized approach would then again decrease the possibility to gain more in-depth insights.

9.2.3. Reconsiderations about the context

Next to reconsiderations to the theory and the methods, also large trends and evolutions need to be taken in mind. Especially during the time that this thesis has been written, some significant macro-economic developments have taken place. Two important contextual realities will be mentioned and briefly examined in this paragraph.

Effects of Covid-19

The first important contextual notion is the effects of the Covid-19 crisis. This thesis very consciously did not mention anything about Covid-19 in the result chapters. Moreover the respondents did not mention it as a potential threat for the redevelopment of the areas, or an aspect that is associated with ownership constraints. However, spatial transformations imply that they are sophisticated redevelopments where not only residential dwellings but also offices and other business-related real estate will be realized. New insights about the function of for instance offices and also associated aspects such as mobility have had significant impact due to the effects of the Covid-19 crisis. Since the permanent effects of Covid-19 are not yet very clear, it is difficult to determine what this will concretely mean for future redevelopments. Also a potential financial crisis which could be fuelled by the Covid-19 crisis can have its impact on spatial developments. On the other hand the respondents indicated that they need to have an adaptive plan for significant macro developments such as Covid-19. Furthermore the financial crisis of 2008 has provided its lessons for relevant stakeholders in area development. Therefore it may carefully concluded that this crisis will not have its significant impact on the practice of area development in the Netherlands, especially since the demand for housing remains considerably pertinent. All in all it remains an important aspect to keep in mind.

New environmental planning act

A second important transition that is going to take place in the Netherlands is the shift to the new environmental planning act (Van Buuren et al., 2017). The new environmental planning act will be the largest shift of law ever to take place in the Netherlands. The law was due to be implemented in 2018 but is postponed multiple times, most recently to July 2022. The fact that this law has already been postponed multiple times says a lot about the complexity of the law and what it eventually will mean for future developments. Some respondents also expressed their worries about the implementation of the environmental planning act, and the fact that potential free-riders may take

advantage of the ambiguity which evidently will be involved in such an extensive legal alteration. The new reality which is involved with the implementation of the environmental planning act is an important reconsideration in relation to the current practice towards ownership constraints.

9.3. Recommendations for further research

Whereas in paragraph 9.2 the deficiencies of this thesis have been discussed, in this section some recommendations will be provided in order to enhance further research. The academic relevance and scientific contribution as elaborated in paragraph 1.4.1. was to gain more insights in the current practice of large-scale transformations on function change locations, and the influence of ownership constraints on the development feasibility. This thesis provided some interesting insights about cooperation between stakeholders and the role of fragmented ownership for urban redevelopments on function change locations. Furthermore development strategies for ownership have been distinguished, in combination with important notions from the relevant stakeholders for further enhancing this strategies. All in all the results could lead to more mutual understanding between relevant stakeholders, which could improve negotiations for new redevelopments. This thesis has also contributed with new insights to the existing literature, with the new ownership related issues that could be added to the existing literature. For that extent some interesting aspects which have been encountered in this thesis are interesting for further research and new contributions to the literature. Therefore this paragraph will formulate three recommendations for further research based in the experiences in this thesis. In this paragraph the recommendations for further research will be discussed, and in the next chapter (chapter 10) the recommendations for the praxis will be formulated.

First of all it is important to use theories that align the best with the context of the area that will be investigated. This research has made use of some Anglo-Saxon literature in order to determine different kind of ownership constraints. As been concluded in paragraph 9.2.1. the selected theories, especially the Anglo-Saxon theories, did not quite align very well with the Dutch redevelopment practice. Therefore an important recommendation for further research will be that theories, and literature from the country of the area that will be investigated, align the best for research for ownership constraints. Since every country has its own specific redevelopment practice, stakeholders and accordingly also ownership constraint will be from a different extent. In this respect, subsequently, it would also be a recommendation to perform the research in other countries in other large cities. From the introduction chapter it turned out that this thesis aims to give new insights for redevelopments on function change locations for large cities. New research in other large cities, for instance in Europe but also elsewhere in the world, can confirm or disprove the findings of this research. The more research will be done in other large cities, the more consensus about ownership can be built. The similarities and differences can to that extent contribute to more detailed theory about ownership constraints. This research can be used as reference. The recommendation, hence, is to perform further research in other large cities, and accordingly use as many theories from the domestic situation of the area that will be investigated.

Another important recommendation for further research is the number of areas that will be looked into, e.g. the scale of the research. This research did select 4 cases, two in Amsterdam and two in Rotterdam, do determine the stakeholders, relevant ownership constraints and strategies in order to avoid negative effects of ownership constraints. As already described this choice has been made in order to enhance the generalizability of this research, and in doing so making sure no contextual and coincidental findings could distort the results of this research. On the one hand that is a logical and explainable choice. On the other hand the practice of ownership constraints is predominantly based on relations and negotiations between stakeholders. When the researcher selects less cases for his

research, the researcher is able to further look into the relations between stakeholders and potential ownership constraints. This can even lead to more sophisticated and in-depth results. The practice of ownership constraints and potential further research could be more workable with a smaller number of cases, and in doing so more interviews per case. The second important recommendation, hence, is to reduce the number of cases to one or two, and examine those cases more in-depth than has been done in this research.

The third and last recommendation is about further research in the future. Since large-scale transformations are a long-term exercise, and therefore can take many years, it could be interesting to execute another research in a future stage of the total redevelopment. The cases that have been selected are all transformation areas pretty much in the beginning of the total transformation of the area. This choice has been made, because these areas represent the practice of today. If for instance an area has been chosen that almost nearly has been transformed already, then this is a process which possibly could take more than 10 years ago, and is therefore not quite representative for the practice of today. On the other hand could it also be interesting to look into the transformation area nearly on the end of the entire transformation. In this phase the practice of ownership constraints can be examined in a very detailed way, and moreover the conclusion can be made to what extent ownership constraints have influenced the results of the redevelopment. When this future research will be carried out, there can be looked at to what extent the build environment has been changed and to what extent ownership constraints had influence on that process. In order to determine the influence of ownership constraints retrospectively and because such large-scale transformations involve a lot of time, the implementation of a future further research is an important recommendation.

10. Recommendations for practioners

In the first chapter the academic and societal relevance have been described and examined, and in this part of the thesis it is time to reflect on the extent that this thesis meets the objectives from chapter 1. Where in the previous chapter the conclusions, discussion and recommendations for further research have been examined, this chapter will provide some recommendations for practioners. Respondents from relevant stakeholders in the area development practice in all 4 cases have provided useful information and insights about the transformation as a whole, and subsequently the role of ownership constraints. The most important insights, which essentially form the common thread about how should be dealt with ownership constraints, will be elaborated in this chapter in the form of three relevant recommendations.

First of all an important recommendation for the initiators of the redevelopment, and especially the municipality, is looking which relevant stakeholders are there in the area, subsequently determining whether they are willing to initiate in the redevelopment and eventually to what extent every stakeholder has site ownership. The practice with large-scale transformations on inner-city function change locations essentially entails that there are many different owners, all with individual interests and motives. Therefore, in relation to large-scale transformations, it is necessary to know who all owners are and what their motives and interests are. Once all owners and motives in the area are clear, it automatically becomes clear which form of cooperation need to be sought with all different owners. Developers want to initiate development, so they need to be facilitated in close cooperation with the municipality. Owner-users want to continue their business activities, so there has to be looked in order to facilitate them in this desire. If the entire spectrum of stakeholders is clear and determined, it will be more convenient to apply the appropriate strategy. Even if there are multiple owners with all different interests, it is possible to generate fine results in the transformation.

A second recommendation is that, once the relevant stakeholders in an area have been determined, need to be decided by the stakeholders that want to initiate developments which strategy needs to be applied. In this thesis four strategies have been examined and ascertained in the selected areas, based on the theory of Hobma et al. (2018). These strategies are plot development, organic development, Developing Apart Together (DAT) and property aggregation. These strategies all involve their own proportion of land acquisition and therefore also the capital-intensiveness. The more land needs to be acquired, the more capital-intensive the strategy. Moreover, the project duration can be better managed when more land will be acquired in the transformation as a whole. So the strategy with the highest number of land acquisition, is the most capital-intensive and enables more regulation on the project duration. Therefore it is important for the parties that want to initiate the redevelopment, e.g. the coalition of the willing, determine which strategy is appropriate for the situation of the area that will be transformed. First of all the previous recommendation is important to take in mind, so that means determining which relevant stakeholders are there in the area and to what extent they have site ownership. For instance with a lot of fragmented ownership with owner-users and other private stakeholders it could be convenient to acquire multiple plots and divide them among developers that want to participate in the transformation (for instance the strategy in Feyenoord City). Subsequently the location of the area is an important factor. If the transformation area is situated on an attractive part of the city, it does not require a lot of direction and governance from for instance the municipality. On the other hand on an unattractive location more direction may be required by a more capital-intensive strategy. A nice example is the difference between Hamerkwartier and Amstel III, where Hamerkwartier is an A-location and Amstel III is more on the verges of the city. A third and last important criterium is the current situation of an area. The current built-up area is relevant for the strategy that will be applied. A monofunctional area with a lot of

large sheds demands another strategy as an area where already some residential or societal functions are present. For instance the approach to initiate public space is important in this context. All in all, it is important for the coalition of the willing to closely look at the characteristics of the area, namely site ownership, location and current built-up area. Subsequently it is important to determine what is necessary for that specific area. If time is an important aspect then it would be worthwhile to apply a more capital-intensive strategy and to have more direction. When time is less important, developers already have a lot of site ownership and a location is on an attractive place in the city it will be less useful to apply a capital-intensive strategy. Every location, hence, asks for a detailed determination of characteristics in order to apply the most appropriate strategy.

Whereas the previous two recommendations were rather technical and strategic, the third and last recommendation is a 'softer' one but nevertheless considerably important. This recommendation, namely, is about the cooperation between the relevant stakeholders. Almost every respondent mentioned that one of the most important conception about successful redevelopments, is building relations among stakeholders in order to enhance mutual trust. Important principles in this personal relation are equality and mutual trust. When the stakeholders that want to initiate the redevelopment have more trust in each other, more sophisticated and comprehensive results can be booked. Essentially the municipality and developers have the same objective for a transformation. The municipality wants to realize their residential ambitions and create a vibrant area, and the developers want a decent return on their investments of the property development. The areas with the closest alignment between municipality and developers turned out to be the most successful projects according to the respondents. Mutual understanding and looking into each other's motives and rationales can therefore shape a significant increase of trust in each other. An important signal from the market is that the municipality has to look at the approach which it has towards these large transformations. Whereas the municipality normally is used to handle area developments on a normative way, these large transformation projects are (partly due to fragmented ownership) too complex and too expensive. A less normative and more flexible approach from the municipality to these transformations can enhance the relation and therefore the results of the transformation. In order to build successful urban redevelopments developers and the municipality should be partners and align with each other, most of all by investing in interpersonal relations. This notion can significantly enhance the approach towards ownership constraints and eventually better results in the redevelopment.

Bibliography

- Aalbers, M. (2017) The Variegated Financialization of Housing. *International journal of urban and regional research*, volume 41, issue 4.
- Aalbers, M. & Haila, A. (2018) A conversation about land rent, financialisation and housing. *Urban Studies*, Vol. 55(8), pages 1821–1835.
- Adams, D. (1994) *Urban Planning and the Development Process*. UCL Press, London.
- Adams, D., Disberry, A., Hutchinson, N. & Munjoma, T. (1999) Do landowners constrain development? *Aberdeen papers in land economy*, volume 99(01).
- Adams, D., Disberry, A., Hutchinson, N. & Munjoma, T. (2001) Ownership constraints to brownfield development. *Environment and Planning*, volume 33, pages 453-477.
- Adams, D., A. Disberry, N. Hutchison & T. Munjoma (2002) 'Land policy and urban renaissance. The impact of ownership constraints in four British cities.' *Planning Theory and Practice*, volume 2, pages 195-217.
- Adams, D., Watkins, C., & White, M. (2005) *Planning, Public Policy & Property Markets*. Oxford: Blackwell.
- Adams, D. & Tiesdell, S. (2013) *Shaping places: urban planning, design and development*. London: Routledge.
- Alqaralleh, H. & Canepa, A., (2020) Housing market cycles in large urban areas. *Economic modelling*, Volume 92, pages 257-267
- ANP (2020) Rotterdam wil de komende twintig jaar 50.000 woningen bouwen. Accessed on 20-04-2021, from <https://architectenweb.nl/nieuws/artikel.aspx?ID=47741>
- Baarveld, M., Smit, M. & Dewulf, G. (2013) Planning and commitment in cultural heritage projects. *Journal of Cultural Heritage Management and Sustainable Development*, volume 3, pages 163-174.
- Balchin, P., Kieve, J. & Bull, G. (1995) *Urban Land Economics and Public Policy*. 5th edition Macmillan, Basingstoke: Hants.
- Barret, S., Stewart, M. & Underwood, J. (1978) *The land market and the development process*. Occasional paper 2, School for advanced urban studies, University of Bristol.
- Beauregard, R. (2005). The textures of property markets: downtown housing and office conversations in New York city. *Urban studies*, volume 42, pages 31-45.
- Bouwfonds Property Development (2019) Het kantelpunt is bereikt: aantal woningverkopen daalt landelijk. Retrieved on 20-04-2021, from <https://www.bpd.nl>
- Breheny, M., Ross, A., (1998) *Urban Housing Capacity: What Can be Done?* Town and Country Planning Association and Joseph Rowntree Foundation, London.
- Brill, F. & Robin, E. (2019) The risky business of real estate developers: network building and risk mitigation in London and Johannesburg. *Urban Geography*. Pages 36-54.

- Buitelaar, E. & Bregman, A. (2016) Dutch land development institutions in the face of crisis: trembling pillars in the planners' paradise. *European Planning Studies Volume 7*, pages 1281 – 1294.
- Buitelaar, E., Feenstra, S., Galle, M., Lekkerkerker, J., Sorel, N. & Tennekes, J. (2012) *Vormgeven aan de spontane stad: belemmeringen en kansen voor organische stedelijke herontwikkeling*. Den Haag: PBL.
- Buitelaar, E. & Schilder, F. (2018) Particuliere woningbeleggers en toegankelijkheid van de woningmarkt: de casus Amsterdam. *Notitie ten behoeve van de hoorzitting/expertmeeting 'Beleggers op de Amsterdamse vastgoedmarkt', gemeenteraad van Amsterdam, 16 januari 2018*.
- Buitelaar, E., Segeren, A. & Kronberger P. (2008) *Stedelijke transformatie en grondeigendom*. Accessed on 25-10-2019, from <https://www.pbl.nl/publicaties/stedelijke-transformatie-en-grondeigendom>
- Buitelaar, E. & Segeren, A. (2008) *Stedelijke transformatie en grondeigendom: bevindingen*. Accessed on 25-10-2019, from https://www.pbl.nl/sites/default/files/downloads/Stedelijke_transformaties_en_grondeigendom.pdf
- Calcutt, J. (2007) *The Calcutt Review of housebuilding delivery*. West Yorkshire: Communities and Local Government.
- Cameron, G., Monk, S. & Pearce, B. (1988) *Vacant Urban Land: A Literature Review*. Department of the Environment; now Department of the Environment, Transport and the Regions, Eland House, Bressenden Place, London.
- Canepa, A., Zanetti Chini, E. & Alqaralleh, H. (2020) Global cities and local housing market cycles. *The journal of real estate finance and economics*. Volume 61. Pages 671-697
- Carmona, M., Tiesdell, S., Heath, T. & Oc, T. (2010) *Public spaces, urban places: the dimension of urban design, 2nd edn*. London: Architectural Press.
- Creswell, J. W. (2013) *Qualitative Inquiry and Research Design: Choosing Among Five Approaches* (3th ed.). Thousand Oaks, CA, and London, United States & United Kingdom: SAGE Publications.
- Dallas, R. & Koh, S. (2017) The globalisation of real estate: the politics and practice of foreign real estate investment. *International Journal of Housing Policy*, volume 17:1, pages 1-14.
- Daniels, T. (2001) Smart growth: A new American approach to regional planning. *Planning practice and research*, volume 16, pages 271-279.
- D'Arcy, E., Keogh, G. (1999) The property market and urban competitiveness: a review. *Urban Studies*, volume 36, pages 917-928.
- De Regt, W. (2003). De grondmarkt in gebruik, Een studie over de grondmarkt, ten behoeve van MNP-beleidsonderzoek en grondgebruiksmodellering. *RIVM rapport, 550016001, 2003*.
- De Zeeuw, W. C. T. F., Franzen, A. J., Van Rheenen, M. G., Van Joolingen, P., Kersten, R., Van der Hee, M., ... & Khandekar, S. (2011) *Gebiedsontwikkeling in een andere realiteit: Wat NU te doen? Handreikingen voor de praktijk*.

- Duinen, L. van, B. Rijken & E. Buitelaar (2016) *Transformatiepotentie: woningbouwmogelijkheden in de bestaande stad*. Den Haag: Planbureau voor de Leefomgeving
- Edwards, M. (2016) The housing crisis and London. *City, volume 20:2, pages 222-237*.
- Financieel Dagblad (2019) Rijk moet terug naar de tekentafel. Accessed on 20-10-2019, from <https://fd.nl/achtergrond/1317386/rijk-moet-terug-aan-de-tekentafel-voor-woningbouw>
- Flyvbjerg, B., Bruzelius, N. & Rothengatter, W. (2003). *Mega Projects and Risk. An Anatomy of Ambition*. Cambridge: Cambridge University Press.
- Fokkema, J. (2017) Interview: Jan Fokkema over binnenstedelijke ontwikkeling. NEPROM Accessed on 20-04-2021, from <https://www.neprom.nl/nieuws/artikel.aspx?ID=761>
- Forrer, J., Kee, J. E., Newcomer, K. E., & Boyer, E. (2010). Public–private partnerships and the public accountability question. *Public administration review, volume 70, pages 475-484*.
- Fuchs, D. (2005). Commanding heights? The strength and fragility of business power in global politics. *Millennium, volume 33, pages 771-801*.
- Gemeente Amsterdam (2019) Plan Amsterdam. Accessed on 05-06-2020, from <https://issuu.com/gemeenteamsterdam/docs/planamsterdam-02-2019-transformatie>
- Gemeente Rotterdam (2019) Ruimtelijk raamwerk M4H. Accessed on 21-04-2021, from <https://m4hrotterdam.nl/nieuws/ruimtelijk-raamwerk-m4h-2/>
- Gemeente Rotterdam (2020) Bestemmingsplan Feyenoord City. Accessed on 21-04-2021, from https://www.ruimtelijkeplannen.nl/documents/NL.IMRO.0599.BP1105FeyenCity-va01/t_NL.IMRO.0599.BP1105FeyenCity-va01.html
- Goodchild, R. & Munton, R. (1985) *Development and the Landowner*. London: Allen Unwin.
- Guba, E. G., & Lincoln, Y. S. (1994) *Competing paradigms in qualitative research*. In N. K. Denzin & Y. S. Lincoln (Eds.), *Handbook of qualitative research* (pp. 105-117). Thousand Oaks, CA: Sage.
- Haila, A. (2016) *Urban Land Rent: Singapore as a Property State*. Chichester: Wiley.
- Hodge, G. A., & Greve, C. (2005) *The challenge of public-private partnerships: Learning from international experience*. Edward Elgar Publishing: Cheltenham, UK
- Keogh, G. (1994) Use and investment markets in British real estate. *Journal of Property Valuation and Investment, volume 12, pages 57-72*.
- Kolpron (2000) *Grondbeleid en stedelijke herstructurering*. Rotterdam: Kolpron.
- Lord, A., O'Brien, P., Sykes, O. & Sturzaker, J. (2015) *Planning as 'market maker': How planning is used to stimulate development in Germany, France and The Netherlands*. Accessed on 28-11-2019, from https://livrepository.liverpool.ac.uk/3006998/1/rtpi_research_report_11_planning_as_market_maker.pdf
- Louw, E. & G. Wigmans (2004) 'Grond als voorwaarde', pp. 316-332 in A.W. Bruil, F.A.M. Hobma, G.J. Peek & G. Wigmans (red.), *Integrale gebiedsontwikkeling. Het stationsgebied 's-Hertogenbosch*. Amsterdam: SUN.

- Harvey, J. (1996) *Urban Land Economics*. 4th edition Macmillan, Basingstoke, Hants
- Harvey, D. (2012) *Rebel Cities: From the Right to the City to the Urban Revolution*. New York: Verso.
- Heurkens, E. (2012) *Private Sector-led Urban Development Projects: Management, Partnerships & Effects in the Netherlands and the UK*. Delft: A+BE.
- Heurkens, E. & Hobma, F. (2014) *Private Sector-led Urban Development Projects: Comparative Insights from Planning Practices in the Netherlands and the UK*. *Planning Practice & Research*, volume 29:4, pages 350-369.
- Hobma, F., Louw, E., Spaans, M & van der Veen, M. (2008). *Leren van de Engelse gebiedsontwikkelingspraktijk*. Delft: TU Delft.
- Hobma, F., Heurkens, E. & van der Wal, H. (2018) *Versnipperd grondeigendom. Hoe ga je om met grondeigendom bij binnenstedelijke transformatie?* TU Delft.
- Howes, C. (1989) *Special report land assembly: private sector gets a boost*. *Chartered Surveyor Weekly*, volume 26(3), pages 61-63
- Martin, R. (2011) *The Local Geographies of the Financial Crisis: From the Housing Bubble to Economic Recession and Beyond*. *Journal of Economic Geography*, volume 11(4), pages 587–618.
- Miles, M. & Huberman, M. (1984) *Drawing valid meaning from qualitative data*. *AERA*, volume 13, pp. 20-30
- Ministerie van VROM (2011). *Reiswijzer Gebiedsontwikkeling 2011*. Accessed 25-4-2021. From <http://www.neprom.nl/publicaties/DownloadsPublicaties/reiswijzer-gebiedsontwikkeling>
- Muñoz Gielen, D. & van der Krabben, E. (2018) *Public infrastructure, private finance: developer obligations and responsibilities*.
- Needham, B. (2014) *Dutch Land-use Planning. The Principles and the Practice*. London: Ashgate Publishing.
- Nieuwsuur (2012) *Gemeenten verliezen miljoenen op grond*. Accessed on 20-11-2020, from <https://www.youtube.com/watch?v=Cf7T5VXaTXg>
- NVM (2017) *De economieën van Amsterdam en Rotterdam vergeleken*. Accessed on 25-02-2021, from <file:///Users/jaspervangompel/Downloads/2017DNE04%20Economie%20Amsterdam%20versus%20Rotterdam.pdf>
- Oevering, F. (2019) *Verschil tussen Nederlandse provincies*. Raboresearch. Accessed on 25-02-2021, from <https://economie.rabobank.com/publicaties/2019/mei/economische-verschillen-tussen-nederlandse-provincies/>
- Oostdam, S. (2020) *Collaborative governance within the environmental planning act*. Radboud university: Nijmegen
- Pfretzschner, P. (1995) *Urban redevelopment: a new approach to urban reconstruction*. *Social science*, volume 20(4), pages 418-444.
- Porton, W. (2019). *Van woningbouwcrisis naar woningnood?* Amsterdam: Royal Haskoning DHV.

- Potters, M. (2020) Woningprijzen stijgen in Rotterdam het hardst, maar wat doet de crisis? *AD*. Accessed on 20-04-2021, from <https://www.ad.nl/rotterdam/woningprijzen-stijgen-in-rotterdam-het-hardst-maar-wat-doet-de-crisis~a7f6bc56/>
- PPP-Lab (2014). *Public-Private Partnerships: A Brief Introduction*.
- Rijksoverheid (2021) Energieprestatie indicatoren – BENG. Accessed on 25-02-2021, from <https://www.rvo.nl/onderwerpen/duurzaam-ondernemen/gebouwen/wetten-en-regels/nieuwbouw/energieprestatie-beng/indicatoren>
- Rydin, Y. (2019). *Five Radical Ideas for a Better Planning System*. London: Bartlett school of planning.
- Samuels, W. (1995) The present stage of institutional economics. *Cambridge Journal of Economics*, volume 19, pages 569-590.
- Saunders, M, Lewis, P., & Thornhill, A. (2009). *Research Methods for Business Students* (5th edn). Harlow, United Kingdom: Prentice Hall.
- Saunders, M., Thornhill, A., & Lewis, P. (2019). *Research Methods for Business Students* (8th ed.). New York, NY, United States: Pearson Education Limited.
- Segeren, A. (2007). *De grondmarkt voor woningbouwlocaties. Belangen en strategieën van grondeigenaren*. Den Haag: Planbureau voor de leefomgeving.
- Springs, N. (2008). Buy-to-let and the wider housing market. *People, Place & Policy Online*, volume 2(2), pages 76-87.
- Sturm, C., Heurkens, E. W. T. M., & Bol, N. (2014). Belegger-gestuurde gebiedsontwikkeling: Lessen binnenstedelijke herontwikkelingsprojecten in de VS. *Real Estate Research Quarterly*, 13 (2)
- Talja, S., Tuominen, K., & Savolainen, R. (2005). “Isms” in information science: constructivism, collectivism and constructionism. *Journal of Documentation*, volume 61(1), pages 79–101.
- Van Buuren, P., Nijmeijer, A. & Van Buuren, J. (2017) *Hoofdlijnen ruimtelijk bestuursrecht*. Wolters Kluwer: Deventer
- Van der Zee, R. (2016) The ‘Airbnb effect’: is it real, and what is it doing to a city like Amsterdam. *The Guardian*. Accessed on 29-10-2020, from <https://www.theguardian.com/cities/2016/oct/06/the-airbnb-effect-amsterdam-fairbnb-property-prices-communities>
- Van Gool, P., Jager, P., Theebe, M.A.J. & Weisz, R.M. (2013) *Onroerend goed als belegging*, 5th edn. Groningen/Houten: Noordhoff Uitgevers.
- Van der Krabben, E. (2018) The remarkable imbalance of the Amsterdam housing market: record-high share of social housing, but increasingly inaccessible [PowerPoint]. Visited on 5 March 2020.
- Van der Krabben, E. & Heurkens, E. (2012). *International approaches to real estate development*. London: Routledge.
- Van Thiel, S., (2014). *Research Methods in Public administration and Public Management, an introduction*. Routledge: New York.

Visser, P. (2020) Grote druk asielzoekers op huisvesting: 'kabinet moet regie nemen.' Visited on 15-02-2021, from <https://wnl.tv/2021/01/12/grote-druk-asielzoekers-op-huisvesting-kabinet-moet-regie-nemen/>

Woonvisie Rotterdam (2016) Koers naar 2030, agenda tot 2020. Accessed on 21-04-2021, from <http://www.rotterdam.nl/wonen-leven/woonvisie/DEFINITIEF-Woonvisie-Rotterdam-2030-dd-raad-15-december-2016.pdf>

Personal communications

Respondent 1, personal communication, 9 July 2020

Respondent 2, personal communication, 20 August 2020

Respondent 3, personal communication, 26 August 2020

Respondent 4, personal communication, 16 July 2020

Respondent 5, personal communication, 30 July 2020

Respondent 6, personal communication, 9 September 2020

Respondent 7, personal communication, 13 July 2020

Respondent 8, personal communication, 18 August 2020

Respondent 9, personal communication, 17 September 2020

Respondent 10, personal communication, 26 October 2020

Appendices

A. Interview data and respondents

	Amstel III	Hamerkwartier	Feijenoord city	M4H
Public	Municipality (2x)	Municipality (2x)	Municipality	Municipality
Private	Developer	Developer	Developer	Developer

Respondent	Employer and function
Respondent 1 – Ron van Heusden	Municipality of Amsterdam (department of space and sustainability)
Respondent 2 – Martijn Overmulder	Municipality of Amsterdam (project manager Hamerkwartier)
Respondent 3 – Eric-Jan de Rooij	Partner at project developer in Hamerkwartier Company: Lingotto
Respondent 4 – Stephan Sliepenbeek	Municipality of Amsterdam (department of space and sustainability)
Respondent 5 – Tamara Smit	Municipality of Amsterdam (project manager Amstel III)
Respondent 6 – Niels Marijnissen	Project director at project developer in Amstel III Company: Certitudo
Respondent 7 – Wilco Verhagen	Municipality of Rotterdam (project manager Feyenoord City)
Respondent 8 – Rob de Jong	Project manager at project developer and partner in STIGAM Company: Stratact
Respondent 9 – Vincent Sloesen	Municipality of Rotterdam (advisor land and real estate M4H)
Respondent 10 – Frans Mirandolle	Director development and construction at project developer in M4H Company: BakkersHommen

B. Interviewguide municipality

Toestemming vragen opname. Anonimiteit verzekeren.

Wat is uw functie bij de gemeente, en op welke manier bent u betrokken bij project ...?

Deel 1: Gemeentebeleid & institutioneel kader

Stakeholders (institutioneel framework)

Mijn onderzoek is een onderzoek dat wordt uitgevoerd door middel van een multiple embedded case study. Daarvoor is het belangrijk om de context waarin een case zich bevindt goed te kunnen onderscheiden. Hierdoor wil ik u eerst wat vragen stellen over Amsterdam/Rotterdam algemeen, om vervolgens specifiek over de case te gaan praten.

Wat zijn de belangrijkste stakeholders voor woningbouwontwikkeling binnen de gemeente Amsterdam?

Ontwikkelaars;

Corporaties;

Investeerders;

Grondbezitters;

Etc.

Wat is de rol van de verschillende stakeholders?

Is er sprake van samenwerking tussen verschillende actoren? PPS, JV?

Gemeente/ontwikkelaar

Beleid gemeente

Zou u in grote lijnen het beleid van de gemeente Amsterdam t.a.v. nieuwe woningbouw kunnen toelichten?

Vanwaar de keuze voor dit beleid, en niet voor iets anders? Overwegingen?

Hoe verhoudt zich dat tot nieuwe binnenstedelijke projecten? Voornamelijk binnenstedelijk, of ook buiten de stad.

Is bij nieuwe ontwikkeling een rode draad in hoe deze plekken eruit moeten komen te zien? Bijvoorbeeld mixed-use, high density building, inclusion etc.

Cases?

In welke actuele cases (projecten) verhoudt het beleid van Amsterdam zich het beste in de praktijk?

Waarom deze locaties? Waarom zijn dit goede voorbeelden?

Heeft nu nog andere voorbeelden van desbetreffende projecten?

Deel 2: de case

Nu we het beleid en institutioneel kader van de gemeente Amsterdam hebben besproken, is het nu tijd om iets dieper op de problematiek van ownership constraints in te gaan. Ik heb voor Amsterdam Hamerkwartier geselecteerd, onder andere omdat dit mij een relatief nieuwe ontwikkeling leek, en een gebied is waar ik naar zoek. Transformatie, grondverwervingsfase bezig, voornamelijk residential development, passend binnen het beleid van de gemeente Amsterdam.

Actoren + startsituatie

Grofweg drie belangrijke groepen actoren komen naar voren in mijn analyse: de gemeente, ontwikkelaars en de landowners (grondbezitters). Deze zou ik een voor een graag met u willen bespreken, met de nadruk natuurlijk op de gemeente.

Wat is de startpositie voor de ontwikkeling van het Hamerkwartier? Wie zijn de landowners, wie zijn belangrijke specifieke ontwikkelaars? Hoeveel grond is al in het bezit van de gemeente?

Wat is de rol van de gemeente in deze situatie, hoe proberen jullie de situatie naar jullie hand te zetten?

In welk stadium zitten jullie momenteel binnen de ontwikkeling?

Ownership constraints (problemen door gefragmenteerd grondeigendom)

We gaan nu over naar het tweede gedeelte, wat in het teken staat van ownership constraints. Volgens diverse literaire artikelen omschreven als een van de meest veelvoorkomende en obstructieve problemen binnen stedelijke transformaties.

Om te beginnen, zijn er binnen de cases voorafgaand aan de grondverwerving en ontwikkeling sprake van constructies die zijn berust op erfpacht, of verhuur, wat vervolgens de situatie bemoeilijkt?

Zijn er nog overige zaken omtrent grondeigendom die de ontwikkeling negatief hebben beïnvloed?

In de literatuur zijn een aantal specifieke ownership constraints onderschreden, deze ga ik zo voor een bepaald deel behandelen. Welke in het oog springende constraints zijn uws inziens te onderscheiden?

Hold out problem?

Multiple ownership?

(International) investors? (speculation)

Others?

Welke problemen zijn uws inziens het meest belemmerend?

En waarom?

Vanuit een gemeente perspectief, zit er een verschil tussen functieverandering en herstructureringslocaties?

Development feasibility

In hoeverre hebben ownership constraints invloed op de (financiële) haalbaarheid van verschillende binnenstedelijke ontwikkelingen?

Zo ja, welke uitwerking heeft die invloed op de ontwikkelingen gehad?

Aanpassingen? Eigendom gevoelig plannen.

Oplossingen

Hoe nemen jullie als gemeente beslissingen om met deze problemen om te gaan?

Instrumenten

Juridisch

Maatregelen (effectiviteit)

Samenwerking tussen de verschillende actoren?

Aanbevelingen?

C. Interview guide developer

Toestemming vragen opname. Anonimiteit verzekeren.

Wat is uw functie bij uw bedrijf, en op welke manier bent u betrokken bij project ...?

Deel 1: Institutioneel kader

Stakeholders (institutioneel framework)

Mijn onderzoek is een onderzoek dat wordt uitgevoerd door middel van een embedded multiple case study. Daarvoor is het belangrijk om de context waarin een case zich bevindt goed te kunnen onderscheiden. Hierdoor wil ik u eerst wat vragen stellen over Amsterdam/Rotterdam algemeen, om vervolgens specifiek over de case te gaan praten.

Wat zijn de belangrijkste stakeholders voor woningbouwontwikkeling binnen de gemeente Amsterdam?

Ontwikkelaars;

Corporaties;

Investeerders;

Grondbezitters;

Etc.

Wat is de rol van de verschillende stakeholders?

Is er sprake van samenwerking tussen verschillende actoren? PPS, JV?

Gemeente/ ontwikkelaar

In het geval van Rotterdam stichting gebiedsontwikkeling aan de Maas.

Beleid ontwikkelaar

Hoe is jullie positie in het gebied van de nieuwe ontwikkeling?

De term 'projectontwikkelaar' is natuurlijk een vrij brede term. Zou u in grote lijnen kunnen omschrijven wat jullie nu precies doen en wat niet?

Hoe zou u het beleid van jullie als ontwikkelaar kunnen omschrijven?

T.a.v. brownfield developments?

In hoeverre strookt jullie beleid met dat van de gemeente?

Deel 2: de case

Nu we het beleid en institutioneel kader van de gemeente Amsterdam/Rotterdam hebben besproken, is het nu tijd om iets dieper op de problematiek van ownership constraints in te gaan. Transformatie, grondverwervingsfase bezig, voornamelijk residential development, passend binnen het beleid van de gemeente Amsterdam/Rotterdam.

Actoren + startsituatie

Grofweg drie belangrijke groepen actoren komen naar voren in mijn analyse: de gemeente, ontwikkelaars en landowners (grondbezitters). Deze zou ik een voor een graag met u willen bespreken, met de nadruk natuurlijk op de gemeente.

Wat is de startpositie voor de ontwikkeling van Hamerkwartier/ Feyenoord-city? Wie zijn de landowners, wie zijn belangrijke specifieke ontwikkelaars? Hoeveel grond is al in het bezit van ontwikkelaars?

Wat is de rol van jullie als ontwikkelaar momenteel in de ontwikkeling? Hoe hebben jullie de situatie naar jullie hand gezet?

Stichting gebiedsontwikkeling aan de Maas, wat is hun/jullie precies? (belangenorganisaties) (specifiek Feyenoord City)

Ownership constraints (problemen door gefragmenteerd grondeigendom)

We gaan nu over naar het tweede gedeelte, wat in het teken staat van ownership constraints. Volgens diverse literaire artikelen omschreven als een van de meest veelvoorkomende en obstructieve problemen binnen stedelijke transformaties.

Zijn er eigendom gerelateerde zaken die uws inziens de ontwikkeling bemoeilijken?

Zijn er nog overige zaken omtrent grondeigendom die de ontwikkeling negatief hebben beïnvloed?

In de literatuur zijn een aantal specifieke ownership constraints onderscheiden, deze ga ik zo voor een bepaald deel behandelen. Welke in het oog springende constraints zijn uws inziens te onderscheiden?

Hold out problem?

Multiple ownership?

(International) investors? (speculation)

Others?

Welke problemen zijn uws inziens het meest belemmerend?

En waarom?

Development feasibility

In hoeverre hebben ownership constraints invloed op de (financiële) haalbaarheid van verschillende binnenstedelijke ontwikkelingen?

Zo ja, welke uitwerking heeft die invloed op de ontwikkelingen gehad?

Aanpassingen? Eigendom gevoelig plannen.

Oplossingen/aanbevelingen

In het beleidsstuk zag ik iets staan over gefragmenteerd grondeigendom, dit duidde op flexibele gridverkaveling en bouwen in de hoogte. Mag ik dit als een eerste soort oplossing

Hoe nemen jullie als gemeente beslissingen om met deze problemen om te gaan?

Instrumenten

Juridisch

Maatregelen (effectiviteit)

Samenwerking tussen de verschillende actoren?

Aanbevelingen?

D. Coding scheme Atlas.ti

Dimension	Code
<p><u>1. Werkervaring en functie</u></p>	<ul style="list-style-type: none"> ○ Beschrijving ervaring: 2,5 jaar meerdere projecten getrokken ○ Beschrijving ervaring: 15 jaar projecttrekker ○ Beschrijving functie ○ Beschrijving functie: R&D gemeente Amsterdam ○ Beschrijving functie: senior projectmanager ○ Beschrijving werkervaring ○ Beschrijving werkgever ○ Functie: relatie tot project ○ Projecten werkgever
<p><u>2. Introductie projectgebied</u></p>	<ul style="list-style-type: none"> ○ Beschrijving projecten ○ Beschrijving projectgebied ○ Beschrijving projectteam ○ Beschrijving soorten projecten ○ Fase 1: uitwerken investeringsbesluit ○ Fase 1: voorbereiden postzegelbestemmingsplan ○ Fase 2: haalbaarheidsfase en uitwerken investeringsbesluit ○ Fase 3 enkele functies toegestaan ○ Fase 3: ontwerp ○ Fase gebiedsontwikkeling: planvorming ○ Ondanks populariteit projectgebied grondprijs nog steeds laag ○ Potentieel interessant stuk stad ○ Projectgebied heeft publieke en private grond ○ Projectgebied is binnenstedelijk

	<ul style="list-style-type: none"> ○ Projectgebied sluit goed aan op ov-knooppunten ○ Uitleg eigendomssituatie projectgebied ○ Verschillen stadsdelen
<p><u>3. Beschrijving locatie embedded case study</u></p>	<ul style="list-style-type: none"> Aantrekkelijke marktcondities ○ Actief grondbeleid beschrijving ○ Actief grondbeleid kost de gemeente veel geld ○ Actief grondbeleid niet mogelijk omdat er bestaand vastgoed is ○ Actief grondbeleid onmogelijk op binnenstedelijke locaties ○ Afwijken 40-40-20 als in omgeving veel sociale huur is ○ Algemene woningcrisis ○ Bedrijventerrein: monofunctioneel ○ Bedrijventerreinen vaak grote private kavels ○ Beleid houdt weinig rekening met dit soort projecten ○ Beleid inhoudelijk: 20-30-30-20 ○ Beleid inhoudelijk: 40-40-20 ○ Beleid inhoudelijk: beleidsdocument ○ Beleid inhoudelijk: een-derde twee-derde wonen en niet-woonprogramma ○ Beleid inhoudelijk: omgevingsvisie ○ Beleid inhoudelijk: zelfbewoning ○ Beleid inhoudelijk: zorgen binnen middelduur deel koop maken ○ Beleid procedureel: afstellen grondexploitatie ○ Beleid procedureel: investeringsbesluit

- Beleid procedureel: plaberum
- Beleid vloeit voort uit politieke kleur college
- Beleid: scheiding tussen inhoudelijk en procedureel beleid
- Beschrijving verdeling woningen
- Bestemmingsplan ligt lang vast
- Brownfield developments zijn duur
- Complexiteit binnenstedelijk
- Doelstelling: behoud rijke mensen in het gebied
- Doelstelling: goede mix dichtheid en kwaliteit
- Doelstelling: nadruk op middeldure woningen
- Doelstelling: realiseren kwalitatief goed programma
- Doelstelling: veel woningen toevoegen
- Doelstelling: winstgevend project realiseren
- Economische functies behouden in de stad
- Goede aansluiting ov-netwerk
- Goede sociale mix leidt tot betere wijken
- Grondprijs en erfpacht in ene gebied goedkoper dan de andere
- Groot percentage sociale huur in omliggende wijken
- Grootschalig woonprogramma
- Grootschalige transformatie is bijna niet integraal mogelijk zonder gemeentegrond
- Grootste vraag in middensegment
- Hamerkwartier: koers 2025 project
- Hoge mate versnipperd eigendom

- Inhoudelijk beleid
- Inhoudelijk beleid: bedrijvenstrategie
- Inhoudelijk beleid: bedrijvigheid in de wijk houden
- Inhoudelijk beleid: compacte stad
- Inhoudelijk beleid: duurzaamheid
- Inhoudelijk beleid: hoge dichtheden bouwen
- Inhoudelijk beleid: mate van dichtheid toevoegen
- Inhoudelijk beleid: mixed-use
- Inhoudelijk beleid: nauwe samenwerking met Economische Zaken
- Inhoudelijk beleid: terughoudendheid tav van aankopen
- Inhoudelijk beleid: versnelling woningbouw
- Inzet op middeldure huur
- Meer gemengde wijken creëren
- Mixed-use kan op termijn ook mensen de stad uit jagen
- Mixed-use niet dominant in het beleid
- Mogelijkheid tot afwijken 40-40-20
- Niet te veel mixed-use
- Nieuwe stadion ligt gevoelig
- Ondanks populariteit projectgebied grondprijs nog steeds laag
- Overige woningen worden verkocht aan beleggers en individuele kopers
- Plaberum financieel niet haalbaar
- Plaberum onmogelijk aangezien fasen door elkaar heen lopen

	<ul style="list-style-type: none"> ○ Plaberum: opknippen van gebiedsontwikkeling in aantal fases ○ Plaberum: toelichting ○ Plan Amsterdam. ○ Stadion heeft grote emotionele waarde ○ Stadion is van zelfde organisatie als in oude situatie ○ Volgorde gebiedsontwikkeling ○ Voorraad in Rotterdam anders dan in Amsterdam ○ Zo lang men een verdienmodel blijft zien blijven gebiedsontwikkelingen succesvol
<p><u>4. Actoren</u></p>	<ul style="list-style-type: none"> ○ Als corporaties geen eigendom hebben moeten marktpartijen sociale huur opleveren ○ Als gemeente beperkt actief is doorlooptijd gebiedsontwikkeling lastig te voorspellen ○ Bedrijven hebben emission statement ○ Beginsituatie: de kaarten zijn geschut ○ Belangrijk aspect: local business ○ Belangrijke stakeholder wil je in de wijk houden ○ Beleggen is core business ○ Beleggers hebben vaak primair commercieel belang ○ Beleggers: geen mogelijkheid tot opbouw persoonlijke relatie ○ Beschrijving acquisitie kavels ○ Beschrijving eigendomssituatie projectgebied ○ Beschrijving gebiedsontwikkeling ○ Beschrijving gemeentelijke structuur ○ Beschrijving proces

- Beschrijving strategische positie van de gemeente
- Beschrijving structuur stichting
- Beschrijving werkgever: structuur gemeente Amsterdam
- Beschrijving: ontwikkelaar
- Beschrijving: structuur gemeente
- Bewegingsvrijheid is kleiner als gemeente geen eigendom heeft
- Binnen stichting hebben alle mensen een verschillende rol
- Consortsium voor diverse ontwikkelaars
- Corporaties hebben geen grondbezit
- Domino-effect na partij die risico wil nemen
- Eigenaar: bouwmarkt
- Gebied in eigendom van het havenbedrijf wordt door havenbedrijf zelf ontwikkeld
- Gebied met minder erfpacht
- Gebiedsontwikkelaars en bouwpartijen vaak andere tak van sport
- Gemeente hanteert normen per deelcategorie
- Gemeente heeft eigendom
- Gemeente heeft geen eigendom
- Gemeente heeft geen invloed op grondeigendom
- Gemeente investeert veel tijd om alle eigenaren te leren kennen
- Gemeente kan besluiten zelf grond te verwerven

- o Gemeente kan geen grond aankopen vanuit strategisch belang
- o Gemeente koopt alleen grond tbv maatschappelijke functies
- o Gemeente moet marktconform handelen
- o Gemeente moet nieuwe ervaring opdoen
- o Gemeente moet nieuwe instrumenten ontwikkelen
- o Gemeente moet worden gezien als partner en samen met marktpartijen optrekken in de gebiedsontwikkeling
- o Gemeente nodig voor herziening bestemmingsplan
- o Gemeente stelt nadere eisen aan bepaalde kavels
- o Gemeente vangt geld voor publiek- en privaatrechtelijke constructies
- o Gemeente verwerft grond tbv realiseren maatschappelijke functies
- o Gemeente werkt liever mee met binnenstedelijke ontwikkelingen
- o Gemeente: beperkt actief
- o Gemeente: interne tegenstrijdigheden
- o Gemeentelijk grondbeleid was vaak alleen winstgevend door subsidies
- o Havenbedrijf heeft enkele erfpachtcontracten met de gemeente
- o Heijmans leningverstrekker stichting
- o Her en der privaat eigendom
- o Ideaalbeeld: eigenaar met grondeigendom die na ontwikkeling eigenaar wil blijven
- o In gebied met veel verschillende kleine eigenaren lastiger ontwikkelen dan met twee grote bijvoorbeeld

- o Insteek voor gemeentes tav gebiedsontwikkeling is niet winst maken
- o Je koopt allemaal stukjes, wordt een geheel, krijgt er een vergelijkbaar deel voor terug
- o Locatie wordt gekocht, en ontwikkelaar gaat er een woontoren maken
- o Lokale ondernemers erfpachtnemers
- o Mix van stakeholders: ontwikkelaars en eigenaar-gebruikers
- o Mix van stakeholders: privaat en gemeente
- o Ondernemers belangrijk voor lokale economie
- o Ontwikkelaar die eigenaar wil blijven kun je goede waarde vaste afspraken mee maken
- o Ontwikkelaar met snelle instap in de markt
- o Ontwikkelaars hebben zich specifiek ingekocht
- o Ontwikkelaars kopen zich strategisch in bestaande bedrijfshallen
- o Ontwikkende partijen maken waardeontwikkeling
- o Openbare ruimte eigendom gemeente
- o Partijen houden niet van onzekerheden
- o Partijen met 1 kavel hebben het bijvoorbeeld een stuk makkelijker
- o Partijen met eigen belangen
- o Partijen met veel eigendom zijn eigenlijk dragers stedenbouwkundig plan
- o Partijen met volledige grondpositie proberen anterieur eruit te komen
- o Partijen moeten toekomstige omgevingswet een kans geven

- Primair doel stichting: zorg dat het project er komt
- Prioriteit voor eigenaar-gebruikers is bedrijfscontinuïteit voortzetten
- Private eigenaren onderverdelen in twee categorieën
- Private partij gaat niet alle risico's op zich nemen
- Private partijen gaan niet verrekenen
- Projectontwikkelaar voelt zich senang bij transformeren kantoorpanden
- Prorail zit er voor zijn eigen belang = dat de treinen goed rijden
- Regie voeren belangrijker niet-woongebieden
- Rijksorganisaties zijn logge organisaties
- Risico gebiedsontwikkeling ligt voornamelijk bij marktpartij
- Rol gemeente tov gebiedsontwikkeling
- Rol gemeente tov grondeigendom: bestemmingsplan regelen
- Rol gemeente tov grondeigendom: eigen grond inbrengen
- Rol gemeente tov grondeigendom: publiekrechtelijke rol
- Rol gemeente tov grondeigendom: vergunningen op sommige plekken makkelijke maken
- Sichting maakt gronden bouwrijp en verkoopt aan ontwikkelaars
- Sommige bedrijven hebben buitenlands hoofdkantoor
- Sommige delen van het gebied zijn in de hand van 1 eigenaar

- o Sommige eigenaar-gebruikers bereidwillig om te ontwikkelen
- o Stakeholder: Joep van Lieshout
- o Stakeholder: naburige gemeente
- o Stakeholder: stichting
- o Stakeholders rijksorganisaties
- o Stakeholders: aannemers
- o Stakeholders: algemeen
- o Stakeholders: autonome partij
- o Stakeholders: bedrijvenvereniging
- o Stakeholders: belangenorganisaties
- o Stakeholders: beleggers
- o Stakeholders: breed palet aan stakeholders
- o Stakeholders: constructie met derde partij
- o Stakeholders: corporaties
- o Stakeholders: derde partijen met grondeigendom
- o Stakeholders: eigenaar-gebruikers
- o Stakeholders: erfpachters
- o Stakeholders: gemeente
- o Stakeholders: Havenbedrijf
- o Stakeholders: hit & run ontwikkelaars
- o Stakeholders: individuele kopers
- o Stakeholders: institutionele beleggers
- o Stakeholders: investeerders
- o Stakeholders: invloedrijke bedrijven
- o Stakeholders: inwoners van de stad

- Stakeholders: lokale ondernemers en bedrijven
- Stakeholders: nautische partijen
- Stakeholders: nutsvoorzieningen
- Stakeholders: omliggende bedrijvigheid
- Stakeholders: ontwikkelaars
- Stakeholders: ontwikkelende beleggers
- Stakeholders: partijen die niks willen
- Stakeholders: partijen met buitenlandse hoofdkantoren
- Stakeholders: partijen met erfpachtcontracten
- Stakeholders: partijen met grondpositie
- Stakeholders: private eigenaren
- Stakeholders: Rijkswaterstaat
- Stakeholders: speculanten
- Stakeholders: verhuurders
- Stakeholders: woningcorporaties
- Stakeholders: zittende bedrijven
- Stakeholders: zittende bewoners
- Stichting heeft verantwoordelijkheid om gebiedsontwikkeling verder te brengen
- Stichting koopt grond en maakt bouwrijp, gemeente koopt en geeft in erfpacht uit aan het stadion
- Veiligheidsslot 1: projectteam
- Veiligheidsslot 2: supervisie-team
- Veiligheidsslot 3: Welstand
- Verdeling gebied: veel klein en paar grote eigenaren

	<ul style="list-style-type: none"> ○ Verschil ontwikkelaar - speculant ○ Verschillen specialismen marktpartijen ○ Voornamelijk private eigenaren ○ Weg is eigendom van gemeente ○ Wensbeeld: gemengde gebouwen ○ Werk van ontwikkelaars wordt steeds complexer door allerlei regelgeving ○ Werkzaamheden stichting ○ Zittende eigenaar-gebruikers willen en kunnen niet altijd weg ○ Zittende eigenaren hebben ook geen baat bij dat de transformatie niet doorgaat ○ Zowel grote als kleine eigenaren in het gebied
<p><u>5. Relatie actoren in gebiedsontwikkeling</u></p>	<ul style="list-style-type: none"> ○ Afsluiten anterieure overeenkomst ○ Afsluiten erfpachtcontract ○ Afspraken met gemeenteraad investeren per gebied ○ Afstemmen bepaalde omgevingsonderzoeken ○ Afstemming gemeente intern ○ Afstemming gemeente met havenbedrijf ○ Alle grond uitgegeven in erfpacht ○ Alle partijen hebben verantwoordelijkheden in de gebiedsontwikkeling ○ Als een project de verkeerde kant op dreigt te gaan dan stopt de gemeente ○ Als gemeente geen eigendom heeft meer gelijkwaardig opstellen ○ Ambtenaren zijn nooit onwelwillend ○ Beschrijving samenwerking stakeholders onderling

- Beschrijving samenwerking: ontwikkelaar - havenbedrijf - gemeente
- Beschrijving: relatie gemeente - marktpartij
- Beschrijving: samenwerking gemeente - marktpartij
- Bij een kleinere ontwikkeling heb je vaak meer problemen tav grote logge organisaties
- Bij grote partijen zitten er vaak veel mensen boven
- Capaciteitsprobleem centrale tendens bij gemeentes
- Collega van gemeente
- Eerste ontwikkelaar die zich in gebied vestigde draagde hoogste risico
- Eigenaren duidelijk maken dat zij ook profiteren van de waardevermeerdering
- Eigenaren hebben verschillende doelstellingen
- Er zit meer context achter de verhalen van eigenaren
- Faciliteren gemeenet: bestemmingsplan aanpassen
- Faciliteren gemeente: condities scheppen
- Faciliteren private partijen
- Flexibele voorwaarden van gemeente naar private partij die risico wilt nemen
- Gebiedsontwikkeling is constant zoeken naar development feasibility
- Gebiedsontwikkeling: zelfcorrigerend systeem
- Gemeente afwachtend met veranderen bestemmingsplan
- Gemeente anticipeert op omgevingswet
- Gemeente belangrijk tav realisatie stadion

- o Gemeente en ontwikkelaars in vroeg stadium al in gesprek
- o Gemeente en private partijen dragen samen bij aan verbeteren openbare ruimte
- o Gemeente nodig voor financiële dekking met inbreng gemeentegrond
- o Gemeente organiseert allerlei activiteiten en informatiebijeenkomsten
- o Gemeente spreekt met alle losse kaveleigenaren
- o Gemeente verantwoordelijk openbare ruimte
- o Gesprekken eigenaar-gebruikers levert hele andere dynamiek op dan met beleggers
- o Gezamenlijk verantwoordelijk voor opleveren en kwaliteit van sociale huur
- o Grondeigendom: andere ontwikkeldynamiek
- o Havenbedrijf neemt strategische regie in de gebiedsontwikkeling
- o Hoe groter een organisatie hoe logger
- o Hoe meer ontwikkelaars zich vestigen hoe meer eisen de gemeente stelt
- o Hoe meer ontwikkelaars zich vestigen hoe minder versnipperd eigendom ontstaat
- o Investeerders nemen risico als gemeente voorwaarden kan bieden
- o Kwaliteit borgen als veel partijen zich willen vestigen
- o Liefst een eigenaar laten doen wat ie zelf wil
- o Marktpartij drager van het stedenbouwkundig plan
- o Marktpartij levert veel terug aan gemeente
- o Marktpartij maakt consequenties van een plan inzichtelijk voor de gemeente

- o Marktpartij maakt mede het succes van de gemeente
- o Marktpartij maakt samen grex met gemeente
- o Onderhandeling gemeente-ontwikkelaar: woningen voor bedrijfspand
- o Onderhandeling kan mislopen
- o Ontwikkende partij heeft naast erfpacht ook andere hogen kosten
- o Ontwikkende partijen kunnen dingen maken waardoor zittende bedrijven kunnen blijven bestaan
- o Openbare ruimte eigendom gemeente
- o Openbare ruimte in beheer van private partijen werkt goed
- o Overleg stichting met gemeente biedt nieuwe inzichten
- o Participatie met omgeving belangrijk
- o Partijen die zich vestigen in het gebied moeten beseffen dat een gebied lang in transformatie zal zijn
- o Partijen houden niet van onzekerheden
- o Pilotproject goed voorbeeld
- o Prettige samenwerking met woningbouwcorporaties
- o Private partij gaat niet alle risico's op zich nemen
- o Publiek-private samenwerking
- o Publiek-private samenwerking cruciaal
- o Publiekrechtelijk: bestemmingsplan
- o Samenwerking ontwikkelaar en gemeente: elkaar tegemoet komen
- o Samenwerking ontwikkelaars - corporaties

	<ul style="list-style-type: none"> ○ Samenwerking private partijen onderling ○ Samenwerkingsovereenkomst: PPS ○ Stakeholders weten op een kavel wat ze ongeveer kunnen ○ Stichting collectieve samenwerking ontwikkelaars ○ Stichting helpt bij actieve lobby richting gemeente ○ Stichting kan marktpartijen dingen opleggen aangezien die uiteindelijk flink mogen verdichten ○ Stichting kan meer bereiken tav private eigenaren dan de gemeente ○ Stichting kan meer risico nemen dan individuele partijen ○ Stichting zit tussen gemeente en marktpartijen in ○ Structuur gebiedsontwikkeling ○ Systeem gemeente moet de markt beter kunnen faciliteren ○ Toelichting rol in de gebiedstransformatie ○ Vermogen van marktpartijen veelvoud dan die van gemeente ○ Voorafgaand aan de gebiedsontwikkeling: principebesluit ○ Vooral anterieure overeenkomsten in gebieden waar gemeente weinig eigendom heeft
<p><u>6. Ownership constraints</u></p>	<ul style="list-style-type: none"> ○ Als gemeente niet wil meewerken werkt de ontwikkelaar ook niet mee met de ontwikkeling ○ Als gemeente onredelijke eisen stelt beperkt zich dat in andere doelstellingen ○ Bijbetalingsregeling kan hoog uitvallen

- Bijbetalingsregeling wordt bepaald via residuele grondmethode
- Buitenlandse partijen: geen mogelijkheid tot opbouwen persoonlijke relatie
- Capaciteitsprobleem centrale tendens bij gemeentes
- Door grote woningbouwopgave proberen gemeentes te helpen
- Door huidige structuur gemeente vaak onhaalbaar plan
- Effect van bestaand vastgoed heeft aanzienlijke invloed op de ontwikkeling
- Eigenaar-gebruikers hebben meer gevoel dan grote (buitenlandse) partijen
- Eigenaar-gebruikers spreek je direct met de eigenaar
- Eigenaar-gebruikers willen blijven zitten
- Eigenaar-gebruikers willen primair hun bedrijfsactiviteit voortzetten
- Eigenaar-gebruikers zien herontwikkeling als bedreiging
- Eigenaar-gebruikers zijn de fijnste eigenaren om mee te onderhandelen
- Eigenaren die niet willen meewerken in het gebied
- Elk gebied heeft verschillende managers
- Elke eigenaar heeft een individuele casus
- Elke transformatie is er verwervingsproblematiek
- Elke verwerving vraagt om een specifieke aanpak
- Erfpacht verdienmodel voor de gemeente
- Financiële afwegingen

- Financiële component openbare ruimte
- Gebruik erfpacht voor regie op sociale woningbouw
- Gemeente denkt normatief
- Gemeente en ontwikkelaars verschillende belangen
- Gemeente is log bestuursorgaan
- Gemeente komt markt vaak niet tegemoet
- Gemeente moet op andere structuur gaan werken
- Gemeente speelt hoog spel
- Gemeente stelt onredelijke eisen
- Gemeente wil geld via bijbetalingsregeling weer herinvesteren in het gebied
- Gemeente zit zichzelf in de weg met onredelijke eisen
- Gemeente: discrepantie sneleheid maken maar geen geld
- Gemeentelijke structuur denkt te veel in hokjes
- Gemeentepolitiek zet hoog in
- Grondeigendom: financieel complex
- Grote weg transformeren naar park
- Hoe hoger de prijs van een pand hoe minder speelruimte in de onderhandeling
- Hoe meer kavels in bezit hoe kritischer gaan kijken naar aankoop
- Huidig mechanisme werkt niet
- Huidige gebiedsontwikkeling niet efficiënt
- Huidige projecten vergt andere manier van denken gemeente

- o Kavelruil kost gemeente veel geld
- o Kritiek op gemeente
- o Kwalitatief goede openbare ruimte draagt bij aan waarde projecten
- o Kwalitatief slechte locatie kun je minder vragen per m2 grond
- o Meest belemmerende factor zijn grote bedrijven met weinig gevoel voor de stad
- o Meeste vastgoed in handen van mensen die je direct kan contacten
- o Nadelen verschuiven economische functies buiten de stad
- o Ontwikkelaar gaat niet ontwikkelen bij onredelijke eisen gemeente
- o Onvoorspelbaarheid langlopende projecten
- o Onwelwillende stakeholders is een ramp voor de gebiedsontwikkeling
- o Onwelwillende stakeholders rondom je kavels creatief denken
- o Onzekere factor: omgevingswet
- o Onzekerheid beleggers
- o Ook al heb je als gemeente grondpositie je kan niet zomaar eigenaren eruit gooien
- o Openbare ruimte in privaat beheer niet gebruikelijk in Nederland
- o Openbare ruimte kost veel geld voor gemeente
- o Oplevering stadion is voetbalseizoengebonden
- o Oplossing afhankelijk van politieke kleur gemeenteraad
- o Ownership constraints kunnen worden voorkomen als gemeente meer als onderhandelingsmodel fungeert

- Ownership constraints verschillen per bedrijf
- Ownership constraints: bestaand vastgoed
- Ownership constraints: buitenlandse partijen die niet willen meewerken
- Ownership constraints: complex probleem
- Ownership constraints: inrichting bedrijventerreinen
- Ownership constraints: moderne panden hoeven niet getransformeerd te worden
- Ownership constraints: verschillend per eigenaar
- Ownership constraints: verschillende voorstellen gemeente en ontwikkelaar
- Ownership constraints: verschillende voorstellen private partijen onderling
- Partijen die het langst blijven zitten vangen het meeste geld voor hun kavel
- Politiek is korte termijn scoren
- Private eigenaar gaat niet per se meewerken aan iets waar die zelf geen baat bij heeft
- Prorail zit er voor zijn eigen belang = dat de treinen goed rijden
- Recent aangekochte panden gaan eruit voor de hoofdprijs
- Rijksorganisaties zijn logge organisaties
- Risico openbare ruimte in beheer van private partijen
- Risico van lange bestemmingsplansprocedure is dat partijen onuitvoerbare plannen gaan maken
- Risico: niet te lang wachten met ontwikkelen
- Rol van erfpacht als verdienmodel maakt strategische positie gemeente complexer

- o Tegenstrijdigheden in eisenpakket gemeente
- o Uitdaging: afstandelijkheid buitenlandse partijen
- o Uitdaging: als grondprijs eenmaal hoog is gaan partijen zich minder snel inkopen
- o Uitdaging: anticipatie toekomst
- o Uitdaging: balans tussen tijd en geld
- o Uitdaging: beheren openbare ruimte
- o Uitdaging: beheren openbare ruimte met parkeerbak
- o Uitdaging: belangenverschil gemeente - marktpartijen
- o Uitdaging: beleggers staan op afstand
- o Uitdaging: bepaalde zaken lastiger als dat je dingen samendoet
- o Uitdaging: bestaand vastgoed kent hoge afschrijvingen
- o Uitdaging: bij te veel eisen gemeente gaat ontwikkelaar niet ontwikkelen
- o Uitdaging: bijbetalingsregeling
- o Uitdaging: bouwen parkeervoorzieningen
- o Uitdaging: capaciteit bij de gemeentelijke organisatie
- o Uitdaging: corona-crisis
- o Uitdaging: de kunst is om alle partijen te verenigen
- o Uitdaging: dure infrastructuur
- o Uitdaging: een gebiedstransformatie duurt lang
- o Uitdaging: eigenaar-gebruiker gaat niet weg ongeacht het bod

	<ul style="list-style-type: none">o Uitdaging: eigenaren zien goud in ogen op gebied met ontwikkelpotentieo Uitdaging: financieel verhaalo Uitdaging: gebouwen met cultuurhistorische waardeo Uitdaging: geld altijd belangrijkste drijfveero Uitdaging: gemeente beweegt niet mee met duurder wordende prijzeno Uitdaging: gemeente denkt niet mee met de markto Uitdaging: gemeente heeft geen instrumenten op partijen te dwingen om te ontwikkeleno Uitdaging: gemeente kan dwarsliggen door onredelijke eiseno Uitdaging: gemeente loopt tegen wet en regelgeving aano Uitdaging: gemengde functies realiseren in 1 gebouwo Uitdaging: grondeigendom van het rijko Uitdaging: hoe meer een deadline nadert hoe meer geld eigenaren kunnen vrageno Uitdaging: hoe meer versnipperd eigendom hoe ingewikkeldero Uitdaging: hoger wordende prijzen in ontwikkelgebiedo Uitdaging: infrastructuuro Uitdaging: je bouwt alleen woningen voor de hogere inkomenso Uitdaging: je kan partijen niet verbieden om te gaan verkopeno Uitdaging: kwaliteit woningen sociale huuro Uitdaging: kwijtraken schaalvoordelen
--	---

- o Uitdaging: nieuwe omgevingswet
- o Uitdaging: nutsbedrijven
- o Uitdaging: onderhandelingen
- o Uitdaging: ontwikkelaars willen vaak veel volume bouwen
- o Uitdaging: ontwikkelen op gebied waar veel verschillende eigenaren zitten
- o Uitdaging: onzekerheid markt
- o Uitdaging: openbare ruimte
- o Uitdaging: oppassen dat je geen ondernemers met hart voor de stad de wijk uitjaagt
- o Uitdaging: parkeren
- o Uitdaging: partijen die geen sociale huur willen realiseren
- o Uitdaging: partijen gaan zodanig nadenken om omgevingswet in hun voordeel te gebruiken
- o Uitdaging: plannen afgewezen vanwege verschil in visie
- o Uitdaging: politieke kleur college
- o Uitdaging: potentiële free-riders
- o Uitdaging: private partijen kunnen dwarsliggen
- o Uitdaging: realiseren grote betaalbare woningen
- o Uitdaging: realiseren maatschappelijke voorzieningen
- o Uitdaging: regie voeren door gemeente
- o Uitdaging: rekening houden met inrichting en structuur bedrijventerrein
- o Uitdaging: risico markt tov gemeente
- o Uitdaging: snelle beleggers snappen ziel van een wijk vaak niet

	<ul style="list-style-type: none"> ○ Uitdaging: soms plannen aanpassen als plannen lang duren ○ Uitdaging: tijd ○ Uitdaging: transformatielocaties veel verschillende eigenaren ○ Uitdaging: vastgoed vertegenwoordigt een waarde ○ Uitdaging: warme- koudeopslag ○ Uitdaging: wederzijdse afhankelijkheid privaat-privaat ○ Uitdaging: weerspannige individuele eigenaar ○ Uitdaging: zittende bedrijven zien herontwikkeling als gevaar ○ Uitleg eigendomssituatie projectgebied ○ Veel eisen komt de snelheid van de gebiedsontwikkeling niet ten goede ○ Verdeling sociale huur middenhuur en vrije sector ○ Verschillende mening aanpak probleem tekort middensegment ○ Voor kavels van buitenlandse partijen moet je vaak hoofdprijs betalen, maar dat is accepteren ○ Voor realiseren openbare ruimte zonder grondeigendom gemeente afhankelijk van private partijen
<p><u>7. Invloed development feasibility</u></p>	<ul style="list-style-type: none"> ○ Als onderhandeling misloopt is niet erg dan blijft het voorlopig kantoor ○ Als stukjes niet verkregen kunnen worden er omheen proberen te plannen ○ Alternatief beleid: meer bouwen in middensegment ○ Alternatief beleid: veel bouwen ○ Co-creatie ipv stapsgewijs fasen plaberum afwerken

- Co-creatie met stakeholders belangrijk
- Concessies voor private partijen
- Deelgebiedsvisie opstellen met alle betrokken stakeholders
- Deelgebiedsvisie zorgt voor basis kleiner schaalniveau
- Deelgebiedsvisie zorgt voor breed draagvlak
- Development feasibility
- Development feasibility is altijd resultaat van onderhandelingen
- Development feasibility wordt bereikt door intensief overleggen
- Door middel van een stichting heb je een zwaardere stem als marktpartij
- Een derde partij kan belangen van gemeente en ontwikkelaar goed afwegen
- Eigenaren vergoeien hun eigen positie als ze niet meewerken
- Erfpachtcontract aanpassen ten behoeve van ontwikkeling
- Feit: samenwerking gaat vaak goed
- Flexibiliteit gemeente leidt tot snelheid in gebiedsontwikkeling
- Geen bestemmingsplanswijziging voor risicovol project
- Geen probleem als sommige kavels niet worden herontwikkeld
- Geen problemen verwacht gezien connecties
- Geld kan weer geherinvesteerd worden in openbare ruimte
- Goede strategie tav grondeigendom in grootschalige transformatie

- Goede uitgangssituatie met havenbedrijf als belangrijkste stakeholder
- Goede verdeling sociale huur met omliggende wijken
- Grondeigendom: gegeven waar je mee moet dealen
- Grondeigendom: havenbedrijf heeft dominante positie
- Grondeigendom: minder problematisch in huidige strategie
- Grondeigendom: niet ervaren als een probleem
- Grondeigendom: verschillende eigendomscontracten
- Het adaptieve plan moet bestaan uit een plan waarbij niet alles verworven hoeft te worden
- Het niet vaststellen van een bestemmingsplan maakt je flexibel op lange termijn
- Het plan krijgt meer draagvlak als je als ontwikkelende partij een goede visie hebt
- Hoog volume bouwen maakt projecten in verhouding duurder
- In een gebiedsontwikkeling gemeente verantwoordelijk voor functiemix
- In een gebiedsontwikkeling gemeente verantwoordelijk voor maatschappelijk programma
- In een gebiedsontwikkeling gemeente verantwoordelijk voor openbare ruimte
- In een gebiedsontwikkeling gemeente verantwoordelijk voor sociaal programma
- In tijden van crisis prettig als een private partij risico wilt nemen
- Incentive: eigenaar binnen een aantal ontwikkelkaders vrijheid geven om iets te bouwen

- o Ingewikkelde projecten vragen om ervaren team
- o Na flexibiliteit toevoegen extra schaalniveau
- o Niet alle kavels moeten verwerft worden
- o Nog nooit een eigenaar die niet wilde gaan
- o Prima als een eigenaar zijn zin krijgt, als het project maar door kan gaan
- o Private partijen dragen deel bij aan openbare ruimte
- o Relevant aspect gebiedsontwikkeling: financiële haalbaarheid
- o Risico aanpassen bestemmingsplan is dat partijen uit de co-creatie stappen
- o Samenwerkingsovereenkomst: PPS
- o Sommige plekken moet gemeente wel weer actief verwerven door hoge woningnood
- o Stichting succesvolle constructie in de gebiedsontwikkeling
- o Strategie eigenaren: eigendom verkopen
- o Strategie gebiedsontwikkeling
- o Strategie gemeente: borgen dat ook kantoorfuncties in het gebied blijven
- o Strategie gemeente: eigen grond inbrengen
- o Strategie gemeente: eigendom aankopen
- o Strategie gemeente: hele minimale eisen stellen
- o Strategie gemeente: kritisch zijn tav erfpachtomzettingen
- o Strategie gemeente: overeenkomsten sluiten met huidige eigenaren
- o Strategie marktpartij: kavels aankopen

- Strategie marktpartij: onderling uitruilen kavels
- Strategie marktpartij: panden aankopen met cash-flow
- Strategie marktpartij: panden behouden met speculatieve groei
- Strategie ontwikkelaar: aankopen bedrijfshallen
- Strategie ontwikkelaar: inkopen na aanwijzing Koers 2025
- Strategie verhurende partijen: zelf ontwikkelen of verkopen aan ontwikkelaar
- Strategie: aan de voorkant duidelijke afspraken maken
- Strategie: accepteren dat niet alles 100% herontwikkeld wordt
- Strategie: adaptive planning
- Strategie: alleen grond verwerven als strikt noodzakelijk is
- Strategie: als niet alle eigenaren willen meewerken geen nadeel
- Strategie: alternatieven zoeken voor eigenaar-gebruikers
- Strategie: bedrijven met grote geluidscontour aan de rand van het gebied
- Strategie: belegger compenseren met programma terugbouwen
- Strategie: bewegen waar de markt zich beweegt
- Strategie: bij grote projecten is het verstandig om een goede mix te realiseren van woningen
- Strategie: co-creatie
- Strategie: duidelijk maken ontwikkelkaders
- Strategie: eigenaren incentives bieden

- Strategie: geen actief grondverwerven
- Strategie: gemeente faciliteert
- Strategie: gemeente reguleert
- Strategie: gemeente stelt lagere eisen
- Strategie: gemeente tendert niet
- Strategie: gemeente verleidt
- Strategie: gemeente voert regie
- Strategie: goede afspraken gemeente-ontwikkelaar
- Strategie: huidige eigenaren krijgen niks terug in het gebied
- Strategie: inkopen op locaties die nog ontdekt moeten worden
- Strategie: inzetten op meerdere ontwikkelaars
- Strategie: kijken in hoeverre de markt de ontwikkeling kan oppakken
- Strategie: kwaliteiten toevoegen
- Strategie: marktpartijen maken eigen plannen
- Strategie: meenemen maatschappelijke voorzieningen
- Strategie: mensenspel van maken
- Strategie: niet alleen dure woningen realiseren
- Strategie: niet erg als een gebied niet helemaal af is
- Strategie: niet vaststellen bestemmingsplan
- Strategie: nieuwe locatie voorzien voor eigenaar-gebruiker
- Strategie: onteigening

- Strategie: ontwikkelstrategie
- Strategie: residuele grondwaarde bepaling
- Strategie: stichting koopt private gronden
- Strategie: stimuleren samenwerking
- Strategie: tav versnipperd grondeigendom goed naar schaalniveau's kijken
- Strategie: veel vrijheden geven in een niet A-locatie
- Strategie: verdichten
- Strategie: verlagen grondprijs
- Strategie: volgordelijkheid in de gebiedsontwikkeling
- Strategie: wijken divers maken
- Strategie: zoeken naar alternatieve locatie voor zittende bedrijven
- Strategische positie sterker als gemeente meer eigendom heeft
- Ten aanzien van dit soort projecten veel beleid zelf maken
- Toekennen waarde middels veranderen bestemmingsplan
- Voordeel versnipperd grondeigendom: niet afhankelijk van 1 partij
- Voordeel versnipperd grondeigendom: organische groei
- Voordeel versnipperd grondeigendom: zorgt voor natuurlijke fasering
- Voordelen binnenstedelijk tov buitenstedelijk
- Voorwaarde zelf meerdere posities hebben
- Wel of geen grondeigendom je stelt altijd kaders (bijv parkeren, sociale huur)

	<ul style="list-style-type: none"> o Zonder grondeigendom kan gemeente geen ontwikkelstrategie bepalen
<p><u>8. Omzeilen ownership constraints</u></p>	<p>Aanbeveling aan gemeente: helpen in lastige eigendomssituaties</p> <ul style="list-style-type: none"> o Aanbeveling aan gemeente: lef tonen in sommige situaties o Aanbeveling aan gemeente: luister naar signalen die uit de markt komen o Aanbeveling duurzaam bouwen: maak gebouwen die mogelijk zijn voor meerdere functies o Aanbeveling ownership constraints: afstemming politiek o Aanbeveling ownership constraints: air rights o Aanbeveling ownership constraints: als gemeente minimale grondpositie heeft minimale kaders en eisen stellen o Aanbeveling ownership constraints: ambitie laten zien o Aanbeveling ownership constraints: begrijpen elkaars belangen en structuren o Aanbeveling ownership constraints: beseffen dat je in onderhandelingen niet altijd je doelen haalt o Aanbeveling ownership constraints: beter samenwerken met een paar strategische partners dan met alle individuele eigenaren o Aanbeveling ownership constraints: blijf flexibel o Aanbeveling ownership constraints: bouwen vanuit vertrouwen ipv wantrouwen o Aanbeveling ownership constraints: condities op orde hebben o Aanbeveling ownership constraints: denk vanuit gelijke opvattingen en niet in tegenstellingen

	<ul style="list-style-type: none">○ Aanbeveling ownership constraints: draagvlak hebben voor je plan○ Aanbeveling ownership constraints: duidelijk maken ontwikkelkaders○ Aanbeveling ownership constraints: duidelijkheid scheppen aan de voorkant○ Aanbeveling ownership constraints: elkaar helpen in lastige situaties○ Aanbeveling ownership constraints: elkaar in elkaars waarde laten○ Aanbeveling ownership constraints: flexibel samenwerken○ Aanbeveling ownership constraints: geef ruimte en draagvlak aan de eerste investeerders○ Aanbeveling ownership constraints: gelijkwaardigheid○ Aanbeveling ownership constraints: gemeente moet aantal regels en eisen reduceren○ Aanbeveling ownership constraints: gemeente moet de regie pakken○ Aanbeveling ownership constraints: gemeente moet faciliterende rol opnemen○ Aanbeveling ownership constraints: gemeente moet geen onredelijke eisen opleggen○ Aanbeveling ownership constraints: gemeente moet goed kansen inschatten○ Aanbeveling ownership constraints: gemeente moet grondpositie hebben○ Aanbeveling ownership constraints: gemeentegrond op andere positie aanbieden○ Aanbeveling ownership constraints: geven en nemen
--	---

- Aanbeveling ownership constraints: gezamenlijk doel voor ogen hebben
- Aanbeveling ownership constraints: goede mensen op goede plekken wat leidt tot goede samenwerking tussen partijen
- Aanbeveling ownership constraints: goede samenwerking extern
- Aanbeveling ownership constraints: goede samenwerking intern
- Aanbeveling ownership constraints: haalbaarheidsstudie uitvoeren en daar transparant in zijn met de gemeente
- Aanbeveling ownership constraints: in beginfase zorg voor stedenbouwkundige kwaliteiten
- Aanbeveling ownership constraints: inleven in elkaars belangen
- Aanbeveling ownership constraints: intensieve samenwerking marktpartij - gemeente
- Aanbeveling ownership constraints: investeren in intermenselijke relaties
- Aanbeveling ownership constraints: marktpartij faciliteert gemeente
- Aanbeveling ownership constraints: marktpartijen nodig met lef
- Aanbeveling ownership constraints: motieven duidelijk hebben
- Aanbeveling ownership constraints: onderhandelen is elkaar snappen
- Aanbeveling ownership constraints: onderling afstemmen
- Aanbeveling ownership constraints: onteigening in uiterste geval
- Aanbeveling ownership constraints: op tijd beginnen met onderhandelingen

- Aanbeveling ownership constraints: pragmatisch handelen
- Aanbeveling ownership constraints: prioriteiten durven te stellen
- Aanbeveling ownership constraints: probeer als marktpartij ook de gemeente tegemoet te komen
- Aanbeveling ownership constraints: proberen zo simpel mogelijk te houden
- Aanbeveling ownership constraints: sterke publiek-private samenwerking
- Aanbeveling ownership constraints: transparantie
- Aanbeveling ownership constraints: verdichten
- Aanbeveling ownership constraints: verdiepen in elkaars beweegredenen
- Aanbeveling ownership constraints: volharding
- Aanbeveling ownership constraints: wees creatief in benadering duurzaamheid
- Aanbeveling ownership constraints: werk als stichting
- Aanbeveling ownership constraints: zorg dat je structuur functioneert (bijv. stichting)
- Aanbeveling: aansluiten bij bestaande hubs
- Aanbeveling: gelijkwaardige visie over hoe een gebied eruit moet zien
- Aanbeveling: gemeente moet afwijken van bestaande structuur
- Aanbeveling: gemeente moet keuzes maken
- Aanbeveling: gemeente moet meer regie pakken tav warmte- koudeopslag
- Aanbeveling: gemeente moet regie nemen in afstemming ontwikkelaars en zittende bedrijven

- Aanbeveling: goed inventariseren wat risico is
- Aanbeveling: herzie het kader met alle regels
- Aanbeveling: in onaantrekkelijke gebieden moet gemeente gunstige voorwaarden bieden
- Aanbeveling: systeem gemeente beter inrichten
- Aanbeveling: zoel balans in eisen aan ontwikkelaar
- Als eigenaren te veel geld vragen dan wordt er niet ontwikkeld
- Als er meerdere kavels zijn ontwikkeld dan wordt definitief bestemmingsplan vastgesteld
- Als gemeente grond koopt realiseren private partijen infrastructuur en openbare ruimte
- Als marktpartij moet je de gemeente ontlasten
- Als onderhandeling misloopt is niet erg dan blijft het voorlopig kantoor
- Als stukjes niet verkregen kunnen worden er omheen proberen te plannen
- Ambities bijstellen maakt ontwikkeling succesvoller
- Draagvlak vanuit de gemeente is belangrijk voor onderhandeling met stakeholders
- Een succesvol project heeft goede mensen nodig
- Gebruik erfpacht voor regie op sociale woningbouw
- Gebruik erfpacht voor sturing
- Gemeente moet op andere structuur gaan werken
- Gemeente moet transparant kader scheppen

	<ul style="list-style-type: none"> o Grondeigenaren actief betrekken in planvorming o Het hebben van een adaptief plan maakt je strategie robuuster (stok achter de deur) o In bandbreedte weet je wat de potentie op een plek is o Inzien van belang dat eigenaren hun bedrijf willen voortzetten o Je moet kunnen schipperen tussen belangen o Mensen helpen op meerdere fronten o Nooit meegemaakt dat een partij helemaal niet mee wilde werken o Relevant aspect gebiedsontwikkeling: financiële haalbaarheid o Relevant aspect gebiedsontwikkeling: maatschappelijk draagvlak o Relevant aspect: bereidwilligheid van eigenaren o Relevant aspect: wederzijds vertrouwen o Relevantie hebben strategische posities o Reorganisatie gemeente leidt tot meer snelheid o Veel vrijheden geven leidt op lange termijn tot succes o Wees met bepaalde informatie transparant naar de gemeente
<p><u>Algemene info</u></p>	<ul style="list-style-type: none"> o Algemente woningcrisis o Als een project te duur is stapt er geen investeerder in o Als je binnenstedelijk wil bouwen gegeven dat er al grondposities zijn o Als je iets verwerfd krijg je er 3x zo veel voor terug

- Als mensen de wijk leuk vinden gaat het imago ook omhoog
- Ambtenaren boodschapper politieke kleur
- Beleid afhankelijk van politieke kleur college B&W
- Flexibiliteit levert mooie synthese aan functies op
- Gevolgen buitenstedelijk bouwen
- Kosten liggen hoog binnenstedelijk
- Nadruk binnenstedelijke herontwikkeling
- Ontwikkelen is ontwerpen, kopen, bouwrijp maken etc.
- Oplossing woningprobleem: meer bijbouwen in het middensegment
- Status van de gebiedsontwikkeling
- Traditioneel grondbeleid: actief grond verwerven
- Transitie actief naar faciliterend grondbeleid gemeente
- Trend: groei woningnood
- Trend: grote vraag naar woningen in middensegment
- Trend: probleem middensegment
- Trend: uitleg schaarste middensegment
- Trend: veel sociale huur, weinig middelduur
- Trend: woningen worden duurder
- Vergelijking UK-Nederland
- Verschil in beleggen woningen of kantoor
- Voordeel brownfield tov greenfield: greenfield dure infrastructuur

	<ul style="list-style-type: none"> ○ Voordeel brownfield tov greenfield: marktdruk maakt binnenstedelijk rendabel ○ Voordeel brownfield: weinig bewoners dus weinig zienswijzen ○ Voordeel brownfield: weinig gebouwen met cultuurhistorische waarde ○ Voordeel functieveranderingslocaties tov herstructureringslocaties ○ Voordeel mixed-use: geen monofunctionele gebieden ○ Vroeger deed gemeente aan actief grondbeleid ○ Vuistregel: 3x aantal volume terugbouwen ○ Weinig regulatie leidt tot snelheid in het project ○ Wijk is als een ecosysteem ○ Wonen drukt economische functies uit de stad
<p><u>Instrumenten</u></p>	<ul style="list-style-type: none"> ○ Anterieure overeenkomst: toelichting ○ Beschrijving functie: project en procesmanagement ○ Bestemmingsplan ligt lang vast ○ Bestemmingsplansprocedure duurt lang ○ Bestemmingsplanswijziging is iteratief proces ○ Betere situatie in wijk leidt tot impulsen bij andere voorzieningen ○ Bij onteigenin betalen de gemeente en marktpartijen een marktconforme prijs ○ Erfpacht geeft gemeente sterkere positie ○ Erfpacht heeft voordelen en nadelen ○ Erfpacht of eigendom de gemeente heb je sowieso nodig ○ Erfpacht soort lease contract

- Erfpacht verdienmodel voor de gemeente
- Erfpacht: relevant aspect
- Erfpacht: toelichting
- Erfpacht: voordeel
- Erfpachtcontract alleen in erfpacht uitgegeven grond
- Erfpachtcontract vergelijkbaar met anterieure overeenkomst
- Geen erfpachtcontract betekent anterieure overeenkomst
- Geld uit erfpacht kan niet worden geherinvesteerd in de gebiedsontwikkeling
- Gemeente onteigent liever niet
- Grondexploitatie is begroting
- Grondexploitatie wordt aangescherpt
- Haalbaarheidsstudie
- Herziening erfpacht contract noodzakelijk voor start ontwikkeling
- Herziening juridisch-planologisch kader noodzakelijk voor start ontwikkeling
- Instrument: deelgebiedsvisie
- Instrument: onteigening
- Instrument: wet voorkeursrecht
- Instrumenten: ambitiedocument
- Instrumenten: anterieure overeenkomst
- Instrumenten: bestemmingsplan
- Instrumenten: bijbetalingsregeling
- Instrumenten: erfpacht
- Instrumenten: grondexploitatie

- Instrumenten: omgevingswet
- Instrumenten: planschade overeenkomst
- Instrumenten: principebesluit
- Investeringsbesluit voorwaardelijk voor de ontwikkeling
- Investeringsbesluit: formele go / no go
- Juridisch kun je eigenaar uitzetten maar politiek is dat heel lastig
- Omgevingsvisie: toelichting
- Onteigening fijne stok achter de deur
- Op basis van grex wordt waarde gemeenteground bepaald
- Opstellen stedenbouwkundig plan
- Plaberum financieel niet haalbaar
- Plaberum onmogelijk aangezien fasen door elkaar heen lopen
- Plaberum: toelichting
- Privaatrechtelijk: anterieure overeenkomst
- Privaatrechtelijk: erfpachtcontract
- Privaatrechtelijke medewerking: herziening erfpachtcontract
- Proces en systeem relevant
- Realisatieovereenkomst voortraject nieuw erfpachtcontract
- Regel opnemen in het koopcontract
- Residuele grondwaarde bepaling: waardevastheid geborgd
- Toelichting air rights
- Toelichting bijbetalingsregeling

	<ul style="list-style-type: none"> o Verschil duur-middelduur o Verschil erfpacht-concessie o Wet voorkeursrecht maakt gemeente eerste koper
<p><u>Overig</u></p>	<ul style="list-style-type: none"> o bedoel je dan de manier waarop je doet of meer inhoudelijk wat je doet? o dan heb ik voor nu eigenlijk niets meer. Het kan natuurlijk niet dat ik het nog doorlees en dat ik dan nog iets stuur. Als er nog iets is dan kun je me altijd nog even bellen. o dat weet ik niet, daarvoor ken ik hun projecten niet goed genoeg. o Einde o en wat zijn eigendom gerelateerde problemen? o help me eens mee, hoe moet ik die vraag... o I: en is dat in Amsterdam dan erger dan in de rest van Nederland? R: Ja. I: ook dan in bijvoorbeeld Rotterdam? R: ja. o Leuk project o Ruimte voor experiment

E. Photos site visit

During the research I have visited all areas in the research and made some impressions about the current state. In this section some of the photos will be provided in order to create an image about the current characteristics of the area.

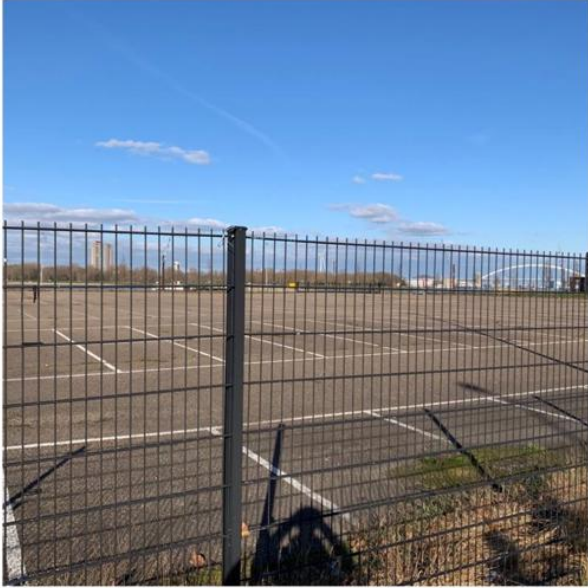
Amstel III



Hamerkwartier



Feyenoord City



M4H

