

THE TOWN AND COUNTRY PLANNING ACT 1990

AND

THE ACQUISITION OF LAND ACT 1981

CHICHESTER DISTRICT COUNCIL (TANGMERE)

COMPULSORY PURCHASE ORDER 2020

**STATEMENT OF CASE ON BEHALF OF
CHICHESTER DISTRICT COUNCIL UNDER RULE 7 OF
THE COMPULSORY PURCHASE (INQUIRIES PROCEDURE) RULES 2007**

Chichester District Council (Tangmere) Compulsory Purchase Order 2020

1. Introduction

- 1.1 On 28 October 2020 Chichester District Council (the "Council") made the Chichester District Council (Tangmere) Compulsory Purchase Order 2020 (the "Order").
- 1.2 The Order has been made pursuant to Section 226(1)(a) of the Town and Country Planning Act 1990 (as amended).
- 1.3 The Council made the Order to enable it to acquire the land interests required to proceed with the development of land at Tangmere, including land within the Tangmere Strategic Development Location ("TSDL"). The land ("the Order Land") is identified within the schedule to the Order ("the Schedule") and on the map accompanying the Order ("the Order Map") at Appendix 1. The details of known ownership of relevant interests in the Order Land are summarised within Section 2 below. The Order Land also includes land in unknown ownership, or land reputed to be in unknown ownership.
- 1.4 The following terms are used in this Statement:

1981 Act	Acquisition of Land Act 1981.
1990 Act	Town and Country Planning Act 1990.
Council	Chichester District Council of East Pallant House, Chichester, West Sussex, PO19 1TY.
Countryside	Countryside Properties (UK) Limited of Countryside House, The Drive, Brentwood, Essex, CM13 3AT.
Compensation Code	The principles set out in Acts of Parliament, principally the Land Compensation Act 1961, the Compulsory Purchase Act 1965, the Land Compensation Act 1973, the Planning & Compulsory Purchase Act 1991 and the Planning & Compulsory Purchase Act 2004 supplemented by case law, relating to compensation for compulsory acquisition.
District	The administrative area of the Council.
Emerging Local Plan	Chichester Local Plan Review 2016-2035 – Preferred Approach (December 2018).
EqlA	An Equalities Impact Assessment prepared by Mott MacDonald and dated 7 th February 2020.
EqlA Addendum	An addendum to the EqlA prepared by Mott MacDonald and dated July 2020.
Guidance	The guidance issued by the Ministry of Housing, Communities and Local Government entitled "Guidance on

	<p>Compulsory purchase process and The Criche Down Rules" (July 2019).</p> <p>In this document, the expression "Guidance" also refers to guidance issued by the Ministry of Housing Communities and Local Government relating to the COVID 19 pandemic and the making of compulsory purchase orders.</p>
Local Plan	The Chichester District Council Local Plan "Chichester Local Plan: Key Policies 2014-2029", adopted by the Council on 14 July 2015.
Neighbourhood Plan	The Tangmere Neighbourhood Plan 2014-2029, "made" by the Council on 19 July 2016.
NPPF	The National Planning Policy Framework (February 2019).
NPPF (2012)	The National Planning Policy Framework (March 2012).
OAN	Objectively assessed housing need.
Order	Chichester District Council (Tangmere) Compulsory Purchase Order 2020.
Order Land	Land identified within the schedule to the Order which refers to the Order Map.
Order Map	The map accompanying the Order which identifies the Order Land.
PSED Statement	Statement as to compliance with the Council's Public Sector Equality Duty, dated 17 August 2020.
Schedule	The schedule to the Order.
Scheme	The development of the TSDL to deliver at least 1,000 homes (consistent with the figure identified in the Local Plan) and up to 1,300 homes (consistent with the figure identified in the Emerging Local Plan), expanded village centre, school, open space, community facilities, associated infrastructure and other associated works.
Secretary of State	Secretary of State for Housing, Communities and Local Government.
Statement	This Statement of Case prepared in support of the Order.
Statement of Reasons	The Statement of Reasons prepared in support of the Order.

TSDL	The Tangmere Strategic Development Location as identified within the Chichester Local Plan: Key Policies 2014 – 2029.
------	---

1.5 This Statement of Case (the "Statement") has been produced in accordance with the Guidance. A list of core documents is provided at Appendix 2.

2. Description of the Order land, its location, present use and ownership

2.1 The Order Land comprises an area of approximately 76 hectares, located to the west of the village of Tangmere, West Sussex, south of the A27. The land is shown coloured pink on the Order Map.

2.2 The Order Land is predominately used for agricultural purposes, and is separated into fields. There is a natural fall in level from north to south.

2.3 The Order Land does not include any areas designated for nature conservation, Sites of Special Scientific Interest, Special Areas of Conservation or Special Protection Areas. No part of the Order Land comprises an Area of Outstanding Natural Beauty or Local Landscape Area, and the land does not include any World Heritage Site, Registered Battlefield, Listed Buildings or Registered Parks or Gardens.

2.4 The Order Land is entirely within the administrative area of the Council.

Ownership of the Order Land

2.5 The Schedule to the Order identifies those parties understood to have an interest in the Order Land. The Schedule has been prepared based on information gathered through inspection of Land Registry title documents, site inspections and enquiries, and the responses to notices issued under sections 172-179 of the Housing and Planning Act 2016. The Order Land is described in summary below by reference to the numbered Plots shown on the Order Map. Appendix 3 to this Statement contains a Landowner Plan indicating the locations of the larger landowner interests within the Order Land.

2.6 In summary, the Order Land comprises the following:

Plots 2, 3, 4, 15, 16 and 17: the "Heaver Interests Land"

2.7 Plot 16 is a large section of farmland comprising two fields to the north of the Order Land of approximately 223,475 square metres in area running adjacent and to the south of the A27. Land Registry records indicate that this land is owned by Bosham Limited and Shopwyke Limited. Bosham Limited and Shopwyke Limited are two companies in respect of which John Philip Heaver and Shelagh Claire Richardson are both Directors.

2.8 Plots 2, 3 and 4 are together a section of farmland to the south east of the Order Land of approximately 11,708 square metres in area. Land Registry records indicate that Plots 2, 3 & 4 are owned by Bosham Limited and Shopwyke Limited.

2.9 Together, Plots 15 and 17 are a section of land approximately 1 metre in width and approximately 1,321 square metres in area on the southern and eastern edges of Plot 16. Plot 17 is within the ownership of CS East Limited and Plot 15 is within the ownership of CS South Limited. The sole director of CS East Limited and CS South Limited is Shelagh Claire Richardson. It is the Council's belief that Shelagh Claire Heaver is the daughter of Herbert George Heaver and Shelagh Heaver.

2.10 The relationships between the parties who have objected to the Order who have an interest within the Heaver Interests Land is set out within the Table provided at paragraph 11.5 below.

Plots 5, 6, 13 and 14: the "Pitts Land"

- 2.11 Plots 13 & 14 form a section of land directly south of Plot 16 and span west to east across the Order Land. Plots 5 & 6 form a parcel of land towards the south east of the site north of the Tangmere Road. Together, Plots 5, 6, 13 and 14 comprise sections of farmland of approximately 262,375 square metres in area.
- 2.12 Plot 6 is within the ownership of Deirdre Jane Pitts, Michael Williams Pitts, Diana May Pitts and Valerie Ann Young. Plots 5, 13 and 14 are within the ownership of Andrew John Pitts.

Plots 9, 10, 11 and 12: the "Church Commissioners Land"

- 2.13 Plots 9, 10, 11 and 12 form together a large section of farmland in the south west of the Order Land comprising 257,297 square metres in area. Plots 9, 10, 11 and 12 are within the ownership of the Church Commissioners for England.

Plot 1

- 2.14 Plot 1 is approximately 271 square metres of grass verge west of Tangmere Road, the ownership of which is unknown.

Plot 7

- 2.15 Plot 7 is an area of land of approximately 60 square metres in area located on the edge of Plot 6 where registered title plans show overlapping between the ownership of Deirdre Jane Pitts, Michael Williams Pitts, Diana Mary Pitts and Valerie Ann Young (forming part of the title of Plot 6) and Saxon Meadow Tangmere Limited.

Plot 8

- 2.16 Plot 8 is a section of open land of approximately 6,726 square metres in area adjacent to the Saxon Meadow estate. Plot 8 was recently registered in the name of Saxon Meadow Tangmere Limited pursuant to an application for adverse possession submitted on 21 March 2019 and possessory title is held by Saxon Meadow Tangmere Limited.
- 2.17 Plots 8A and 8B are sections of open land approximately 65 square metres in area which are adjacent to Plot 8. These plots only became apparent upon the completion of the registration of the adverse possession claim in respect of Plot 8. Enquiries are being made as to the ownership of Plots 8A and 8B and it is considered that this will either lie with Saxon Meadow Tangmere Limited, the owner registered as the owner of Plot 8 prior to the adverse possession claim (a limited company which is in administrative receivership), or Deirdre Jane Pitts, Michael Williams Pitts, Diana Mary Pitts and Valerie Ann Young.

Plot 18 the "Highways Land"

- 2.18 Plot 18 is a section of land approximately 30 square metres in area in the ownership of Highways England Company Limited which does not form part of the highway adjacent to the A27 roundabout. Highways England Company Limited have not objected to the Order. Countryside is engaging with Highways England Company Limited to secure that it will become adopted highway through the s.278/s.38 process as part of highway works required for the Scheme.

3. Enabling power

- 3.1 Under Section 226(1)(a) of the 1990 Act, a local authority may be authorised to acquire compulsorily any land within its area, if it considers that the acquisition will facilitate the carrying out of development, re-development or improvement on or in relation to the land. The power under section 226(1)(a) is intended to provide a positive tool to help acquiring authorities with planning powers to assemble land where this is necessary to implement proposals within its Local Plan or where strong planning justifications for the use of the power exist.

- 3.2 A local authority must not exercise the power under section 226(1)(a) of the 1990 Act unless it considers that the development, re-development or improvement is likely to contribute to the achievement of any one or more of the following objectives:
- (a) the promotion or improvement of the economic well-being of its area;
 - (b) the promotion or improvement of the social well-being of its area; and
 - (c) the promotion or improvement of the environmental well-being of its area.

4. Purpose of Compulsory Acquisition

- 4.1 The Council's purpose in acquiring the Order Land is to facilitate strategic housing delivery on the TSDL. In this regard the Council, in conjunction with its development partner, will use the Order Land to bring forward the Scheme.
- 4.2 The Scheme will comprise a residential-led mixed-use development comprising up to 1,300 homes, an expanded village centre (comprising units suited to Use Classes E and pubs or drinking establishments and/or takeaways in Use Class *sui generis* under the Town and Country Planning (Use Classes) (Amendment) (England) Regulations 2020, (formerly Use Classes A1, A2, A3, A4, A5 and B1(a) under the Town and Country Planning (Use Classes) Order 1987)), community facilities, education facilities, open space and green infrastructure.
- 4.3 An outline planning application has been submitted for the Scheme, which was validated by the Council on 18 November 2020 and given the reference 20/02893/OUT. The description of development within the outline planning application is as follows:
- “Outline planning application for a residential-led mixed use development comprising up to 1,300 dwellings (Use Class C3), an expanded village centre (comprising flexible units suited to Use Class E and pubs or drinking establishments and/or takeaways in Use Class Sui Generis), community uses, primary school, informal and formal open space, playing pitches, footpaths, cycleways, associated landscaping, utilities and drainage infrastructure, including on-site pumping station(s) with connection to the Strategic Foul network; associated infrastructure and groundworks; with all matters reserved except for the principal access junctions from the A27 grade-separated junction and Tangmere Road and the secondary access at Malcolm Road.”*
- 4.4 It is proposed to deliver 30% of the new homes in the form of affordable housing, in accordance with the Local Plan.
- 4.5 For the purposes of any analysis regarding the extent of development to be disregarded in the 'no scheme world', such development is the Scheme as defined in this Statement, for which the Order is being promoted.

5. Justification for Compulsory Acquisition

Need for Scheme delivery

Delivery of housing within the Local Plan area

- 5.1 Policy 4 of the Local Plan makes provision for the Council to deliver 7,388 homes over the period 2012-2029 (equivalent to c.435 dwellings per annum ("dpa")). This housing target falls short of

the Council's objectively assessed need ("OAN") as identified in the 'Review of Objectively Assessed Housing Need in light of 2012-based Sub-national Population Projections' (August 2014) which identifies an OAN of 560-575 dpa in the District. Paragraph 7.4 of the Local Plan sets out that part of this identified housing requirement for the District has been met in the South Downs National Park, which lies outside the Local Plan area and that housing delivery in the National Park area of the District averaged around 70 dpa. Based on this assumption, the remaining OAN for the Local Plan area was estimated to be 505 dpa. The Local Plan was unable to meet the full OAN of 505 dpa due to key infrastructure constraints, including uncertainty about transport and wastewater treatment infrastructure provision. The target of c.435 dpa was based on the level of housing that could be realistically and sustainably delivered within the period, having regard to the identified constraints in the Local Plan area, the evidence base prepared to support the Local Plan and potential development capacity. Given that the housing target identified in the Local Plan is in any event lower than the actual housing need figure, it is essential that, as a minimum, the Council meet that housing target identified in the Local Plan.

- 5.2 Of the 7,388 homes provided for in the Local Plan, 3,250 are to be provided at the Strategic Development Locations allocated at West of Chichester, Shopwyke, Westhampnett/North East Chichester and Tangmere. Delivery of housing on all of the Strategic Development Locations in the Local Plan (including the TSDL) is therefore essential to ensure that there is no shortfall in meeting the housing target identified in the Local Plan.
- 5.3 At 1,000 homes, the TSDL is the second largest of the Strategic Development Locations allocated in the Local Plan, representing approximately 14% of the total housing need for Local Plan area for the period 2012-2029 and 31% of the total housing to be provided within the Strategic Development Locations. Development of the TSDL is therefore critical to delivery of the Council's housing target.

East-West Corridor

- 5.4 The East-West Corridor is the Council's main focus for new development in the Local Plan. The East-West Corridor has an emphasis on consolidating and enhancing the role of Chichester City as the District's main centre, whilst also developing the role of key settlements to its east and west, most notably Southbourne and Tangmere, to help to relieve pressure on the city and take advantage of access to jobs and services to the east and west of the District.
- 5.5 It is proposed that the East-West Corridor (which includes the TSDL) will provide 6,156 homes during the Local Plan period.
- 5.6 The vision for the East-West Corridor proposes that the village of Tangmere will grow and develop its role as a 'settlement hub' by widening the range and improving the quality of public open space, leisure and community facilities for the local area. The vision seeks to significantly enhance the village's range of facilities to the benefit of the local community through the development of new homes and workspace.

The importance of the TSDL

- 5.7 Paragraph 2.7 of the Local Plan notes that Tangmere hosts a number of local businesses and has some dispersed community facilities including shops and a medical centre, but that it currently lacks many of the amenities and services normally associated with a settlement of its size.
- 5.8 Accordingly, Policy 18 of the Local Plan allocates the TSDL for mixed development, comprising 1,000 homes, community facilities, open space and green infrastructure. The TSDL is the only housing allocation at Tangmere in the Local Plan.
- 5.9 The Scheme therefore plays a significant role in addressing the need for new housing across the Local Plan area and makes a significant contribution to the objectives of the Local Plan. In particular:
 - (a) delivering the vision for the East-West Corridor;

- (b) assisting with the need to relieve pressure on Chichester city;
 - (c) addressing local needs for both market and affordable housing;
 - (d) providing enhanced amenities and services for existing and future residents of Tangmere;
- 5.10 The fact that the Council's adopted Local Plan, even in the event of comprehensive delivery, does not in fact meet its full OAN (for the reasons set out in Paragraph 5.1 above) means it is imperative that each and every allocated site come forward. In this regard the housing trajectory set out in the Local Plan in 2015 envisaged that delivery of homes at the TSDL would commence from 2019/2020 onwards. Failure to deliver homes on the site within the Plan period would mean a very significant shortfall in housing delivery.
- 5.11 The need for new development at Tangmere is further emphasised by the Council's proposals in the Emerging Local Plan (details of which are set out at Paragraphs 8.15 to 8.16 below) to increase the scale of development at the TSDL from 1,000 to 1,300 homes).

Benefits of Scheme

- 5.12 The Scheme will contribute to, and deliver extensive benefits in respect of, the economic, social and environmental wellbeing of the District. Taken as a whole, it will make a significant contribution to the Council's vision for its Local Plan area and the Settlement Hubs within it (one of which is Tangmere). The Local Plan anticipates that the role of Settlement Hubs as key local centres is to provide a range of homes, workplaces, social and community facilities and the Scheme is a major contributor to those aspirations for Tangmere and its surrounding area.
- 5.13 In particular, as regards economic matters, the provision of the substantial new housing anticipated by the Scheme will not only create and support jobs in the construction sector but will also result in an increase in local population, bringing with it enterprise, labour, wealth and income all of which are necessary for economic prosperity. The resultant neighbourhood of approximately 2,800 residents (depending on the eventual outcome of the planning process) will contribute to the viability and vitality of Tangmere village centre and nearby town centres.
- 5.14 In terms of social issues, the Plan area currently has a clear need for additional housing and a requirement to diversify housing tenures within Tangmere. Delivery of the Scheme on the Order Land will contribute very significantly towards meeting housing targets, providing both market and affordable units. The development of balanced and mixed residential housing stock will retain and attract a wide diversity of population, ensuring a mixed, balanced and sustainable community. Provision of infrastructure associated with the residential development, including the school, open space and community facilities, will also make a material contribution to social wellbeing and a sense of community. Part of the Council's Local Plan vision is to promote and provide sustainable communities served by appropriate infrastructure and facilities and the Scheme makes a significant contribution to that vision for Tangmere.
- 5.15 In terms of environmental wellbeing, the Scheme offers the opportunity for on-site habitat creation in accordance with the Local Plan. Wastewater from the Scheme will drain via the Tangmere Wastewater Treatment works, which discharges into the Aldingbourne Rife, avoiding discharge into Chichester Harbour and the attendant environmental issues associated with it.
- 5.16 Further, the Scheme's delivery of modern, energy efficient homes in a well-planned development which incorporates open-space and sustainable drainage solutions will represent an environmental benefit. Such strategic development of land which has been identified for development through the Council's Local Plan process will also reduce pressure for development on other, less suitable sites.
- 5.17 Finally, the expansion of Tangmere, to include new housing and the provision of a range of community infrastructure will improve and enhance the sustainability of Tangmere as a Settlement Hub, reducing the need for residents to travel further afield for those facilities and services and providing the opportunity for the provision of improved local public transport services and cycle connectivity to Chichester and other surrounding settlements.

Need for Order to ensure Scheme delivery

Strategic Development Locations and the requirement for comprehensive development

- 5.18 Policy 7 (Masterplanning Strategic Development) of the adopted Local Plan emphasises the need for the strategic development locations to come forward comprehensively, stating that:

“Development of the strategic locations identified in the Local Plan will be planned through a comprehensive masterplanning process. Preparation of masterplans will involve the active participation and input of all relevant stakeholders, including the Council, landowners, developers, the local community, service providers and other interested parties. Masterplans will be developed in consultation with the Council prior to the submission of a planning application.”

- 5.19 Supporting paragraph 7.33 of Policy 7 also states that:

“The strategic development locations will be planned and designed to a high standard as sustainable mixed communities, well integrated with existing settlements and neighbourhoods. The strategic developments also offer opportunities to expand and enhance local infrastructure and facilities for the wider Plan area. To achieve these objectives, development will be planned in a coordinated way through a comprehensive masterplanning process...”

- 5.20 Policy 18 (Tangmere Strategic Development Location) confirms that development will be masterplanned in accordance with Policy 7.

Infrastructure requirements of the TSDL

- 5.21 The TSDL is allocated for development in the Local Plan and is a proposed allocation in the Emerging Local Plan. The Neighbourhood Plan provides a set of development principles for the TSDL that have informed the Masterplan Document and outline planning application. Between them, these documents identify various infrastructure requirements that the TSDL is expected to deliver, both on- and off-site, including:

- On-site primary school provision;
- New or expanded community facilities (possibly including a new village centre) providing local convenience shopping (referred to as the ‘Village Main Street’ in the Neighbourhood Plan);
- Small-scale business uses;
- Green links to the South Downs National Park and Chichester City;
- Primary road access from the slip-road roundabout at the A27/A285 junction to the west of Tangmere providing a link with Tangmere Road (referred to as the ‘North-South Link Road’ in the Neighbourhood Plan);
- Provision for improved more direct and frequent bus services between Tangmere and Chichester city, and improved and additional cycle routes linking Tangmere with Chichester city, Shopwyke and Westhamnett;
- Provision for the expansion or relocation of the Tangmere Military Aviation Museum; and
- New public open space including a Community Orchard / Garden / Allotment and a new Public Park comprising sufficient space to include a children’s play area, recreational area, sports pitches and an outdoor sports pavilion.

Why comprehensive development of the TSDL is required

- 5.22 It is imperative that development comes forward comprehensively in order to provide certainty

over delivery of the infrastructure requirements for the planned residential development, and to guarantee that such infrastructure will be delivered in a cohesive and co-ordinated manner. Comprehensive development is also necessary if best and most efficient use is to be made of the TSDL, and delivery of residential development maximised.

5.23 Piecemeal development would be prejudicial to the proper future development of the TSDL, and would not accord with the policies in the adopted Local Plan. Concerns in this regard include the following:

- **Highways and Access:** There is a need to ensure a coordinated and connected approach to the delivery of the North-South Link Road, which, by its nature, will need to traverse land controlled by all three current principal landowners (being the Heaver Interests Land, Pitts Land and Church Commissioners Land). Piecemeal development may result in the delivery of sections of road in different manners, or not at all. A co-ordinated approach is fundamental to the delivery of the Scheme given the lack of potential vehicular connection points into the existing village and the constrained nature of Malcolm Road;
- **Public Transport:** A comprehensive approach to development is required to enable the proper integration of public transport opportunities into the TSDL, in particular enabling the extension of existing bus services into the site in a practical and commercial manner;
- **Community Provision:** Comprehensive development is also required to ensure adequate provision of open space, education and community facilities across the site as a whole. The Neighbourhood Plan requires parts of the TSDL to be provided as open space (including sports pitches and allotments, which includes the relocation of existing allotments onto the TSDL to facilitate the expansion of the Tangmere Military Aviation Museum) and the failure to deliver these is a significant risk to the comprehensive delivery of the TSDL;
- **Services:** Capacity of incoming services to serve the wider Scheme and not just individual developed parcels is required, this would be at risk were there delivery on a piecemeal basis by different developers;
- **Sustainable Drainage Systems (“SuDS”):** the provision of SuDS drainage may not be delivered appropriately in the event of piecemeal development. Any independently delivered drainage strategy in the absence of a comprehensive drainage strategy may result in a higher proportion of the TSDL being required for retention basins and subsequent inefficient use of land, which would, in addition to conflicting with the Local Plan, not align with the relevant requirements of the NPPF;
- **EIA:** A comprehensive outline application for the Scheme will require an Environmental Impact Assessment (EIA) as the project meets the spatial criteria within Schedule 210 (b) of the Town and Country Planning (EIA) Regulations, 2017 (as amended). Given the degree of functional interdependence required due to the TSDL’s allocation if the site were to come forward via piecemeal development, a separate EIA could be required for each individual parcel / planning application, to guard against ‘salami-slicing’. In this circumstance any planning applications for individual parcels that were not accompanied by an Environmental Statement would be subject to further delays to allow for an EIA to be undertaken;
- **Transport Assessment:** Similar to the EIA process, if the development were to come forward via separate piecemeal applications, the Transport Assessments for each application would need to assess the cumulative impact of the development as a whole, and the prospect of these coming forward under a single agreed methodology is unlikely.

5.24 A piecemeal approach could render some parcels unviable, resulting in the risk that the TSDL fails to come forward in its entirety and fails to provide the necessary infrastructure required. By

taking a piecemeal approach, it is highly unlikely the TSDL would deliver the 1,000 homes identified in the Local Plan, or the requirements of the Emerging Local Plan (when adopted).

Failure to deliver the TSDL to date

- 5.25 The Council has sought to encourage delivery of comprehensive development of the TSDL over a number of years, but no material progress has been made.
- 5.26 Throughout the formulation of the Local Plan (from its earliest stages in 2010 and thereafter), the Council was assured by the landowners and site promoters of the Order Land that there was a commitment to jointly deliver the residential development and the requisite infrastructure in a coordinated way, initially through the production of a masterplan and then a single subsequent outline planning application. However, no material progress was made prior to the adoption of the Local Plan in 2015, and since that date – unlike other strategic development locations allocated in the Local Plan which have been progressed, or are progressing – there has again been no material progress in terms of comprehensive delivery of the TSDL.
- 5.27 In this regard, the Council is aware that landowners have not been able to agree mutually acceptable commercial terms, which has proved a major barrier to development coming forward.
- 5.28 As a consequence, to date the only proposals to bring forward development at the TSDL by any of the existing landowners, have comprised suggestions that development be brought forward on individual land ownerships, on a piecemeal basis. For the reasons set out above, such proposals are not acceptable, and would not be consistent with the Council's objectives. The Council believes that there are no credible alternatives to compulsory purchase to achieve delivery of the Scheme in accordance with the Local Plan.
- 5.29 Despite discussions between the Council and the landowners having commenced as early as 2010, when proposals for the development of what is now the TSDL were first considered, landowners and site promoters have not been able to work together to deliver development. Indeed, no meaningful proposals have been progressed, despite numerous assurances that a masterplan was in preparation and that all landowners were committed to progressing the TSDL in a policy compliant fashion.
- 5.30 The Council has, on various occasions, requested to be advised of any collaboration agreement or timeframe for bringing forward the entire TSDL for delivery of housing and infrastructure in accordance with the Local Plan. As at the date of this Statement, the Council is not satisfied that the landowners are willing and able to work together to deliver the comprehensive development of the TSDL within any acceptable timeframe. In this regard, as noted above, the Council's housing trajectory as contained in the Local Plan anticipated delivery of dwellings at the TSDL from 2019/20 onwards. In view of this position, the Council considers the TSDL to be a stalled development site.
- 5.31 The Heaver Land Interests, the Church Commissioners Land and the Pitts Land landowners entered into a Memorandum of Understanding ("MoU") on 30 July 2020. This was entered into after the First Council Resolution to make the Order on 3 March 2020. A copy was subsequently released to the Council on 30 August 2020. An addendum to the September 2020 Cabinet and Full Council reports addressed the MoU and its significance to the proceeding with the Order.
- 5.32 The addendum to the September 2020 Cabinet and Full Council reports considered the MoU as follows:

3.2 The terms of the MoU are not considered to represent a reason for not progressing with the proposed Order for the following reasons:-

1. Although the MoU does, as asserted by the representatives of the Heaver family "make provision for agreeing arrangements for formulating a Joint Strategy", it is not considered that these can be considered "detailed" arrangements. The terms of the MoU set out, in broad terms, the general steps that any group of landowners might have to go through in order to promote a strategic development site.

2. Each of the individual steps identified within the MoU have the potential to be extremely complex and time consuming and there are no definitive timescales set out within the MoU, with no programme or other indicative timeline within which the steps are to be carried out. Instead, progress in agreeing a joint strategy and the shared objectives within the MoU is to be made “promptly”. Accordingly, the Council cannot draw any conclusion as to the timescale in which any development envisaged by the MoU (or indeed, any of the steps leading up to that point) may come forward.

3. The MoU states that the landowners will “agree the arrangements for procuring and facilitating the delivery of the policy compliant development in a timescale commensurate with the Council’s aspirations for meeting the housing need in the area”. As set out at point 2 above, there is no definite timescale set out for this and given that the Council is now considering making the Order and bringing forward the development of the TSDL in accordance with the defined timescale set out in the report, it is difficult to see how the MoU could realistically achieve this stated aim.

4. The MoU does not restrict any landowner from pursuing its own activities in relation to their respective land holdings within the TSDL (separate to or in addition to any joint strategy approach). In addition, any party to the MoU may withdraw from it immediately upon the provision of notice to the others.

3.3 Accordingly, the disclosure of the MoU does not, in the opinion of officers, present a reason to change the recommendations of the report.

5.33 It is notable that the MoU has not resulted in any further progress by the landowners towards delivery of the development. Further, following the signing by Countryside of Heads of Terms with the Pitts family on 7 September 2020 and the Church Commissioners on 4 November 2020, it would seem very unlikely that any progress or collaboration will be forthcoming under the MoU given that on the exchange of those agreements, the objections to the Order of both the Pitts family and the Church Commissioners will be withdrawn. Given the timing of the entry by the parties into the MoU, the Council considers the MoU was only drawn up in the shadow of the Order (it being entered into after the First Council Resolution was passed to make the Order).

5.34 The Council considers that the compulsory purchase power conferred by Section 226 of the 1990 Act, insofar as it is intended to provide a positive tool to help acquiring authorities with planning powers to assemble land where this is necessary to implement proposals within their Local Plan, was created for use in circumstances just such as these.

6. Promotion of the Order

6.1 Since 2013, the Council has considered the use of compulsory purchase powers as an option to bring forward the development of Strategic Development Locations. In respect of the delivery of the TSDL, the Council has acted in accordance with the Guidance. In leading up to the making of the Order, the Council kept the option to proceed with the Order and use compulsory purchase powers under constant review. The timeline of events up to the making of the Order is as follows:

Date	Action taken
12 September 2013	Resolution to use Compulsory Purchase Powers to bring forward delivery of the Strategic Development Locations if necessary.
7 June 2016	Cabinet Approval to (i) instruct a valuer to undertake a valuation of the TSDL prior to further consideration; (ii) instruct a specialist solicitor to advise on technical and legal matters relating to the compulsory purchase order; (iii) subject to outcome of (i) & (ii) appoint consultants to prepare a masterplan for the TSDL.
11 July 2017	Cabinet Approval that (i) the use of the Council’s compulsory purchase and associated powers to facilitate comprehensive

	development at Tangmere SDL be supported in principle; (ii) The selection process to identify a suitable development partner to deliver a masterplan for the Tangmere SDL and a subsequent scheme that delivers the comprehensive development of the Tangmere SDL shall be commenced (iii) Certain appointed advisors to deliver (i) & (ii) will be retained; (iv) Officers will be authorised to undertake the next steps.
4 September 2018	Cabinet resolved to (i) Appoint Countryside as Development Partner; (ii) Delegate authority to the Director of Planning and Environment to agree and sign the finalised Development Agreement; (iii) Instruct officers and the development partner to continue dialogues with the landowners/site promoters to facilitate development of the site without the need for a CPO if possible; (iv) agree the revised timetable for making of the CPO.
5 February 2019	Completion of the Development Agreement between Countryside and the Council.
15 May 2019	Signing of a Planning Performance Agreement between Countryside and the Council.
8 January 2020	Endorsement of the Countryside Masterplan.
3 March 2020	First Council Resolution to make the Order.
22 September 2020	Second Council Resolution to make the Order.
6 November 2020	Submission of Outline Planning Application.

- 6.2 The Council passed two separate resolutions to make and thereafter proceed with the Order in 2020. The First Council Resolution to make the Order was passed on 3 March 2020, but given the circumstances surrounding the Covid-19 pandemic and lockdown which subsequently followed, the Council decided not to act upon the resolution to make the Order at that time. The Second Council Resolution to make the Order was subsequently made on 22 September 2020. The reports for the Second Council Resolution reflected the updated position on the case for the Order, including land negotiations, viability, EqIA and an assessment of the MoU.

7. **Scheme Delivery**

Development Partner

- 7.1 Through a competitive tender process, Countryside was selected as the Council's development partner to bring forward and facilitate the residential-led development of the TSDL.
- 7.2 Countryside is a major housebuilding and urban regeneration company with over 60 years' experience. The company has a track record in delivering large scale residential led schemes in London and the South East, the Midlands and the North West of England. This has included several garden village developments providing between 1,000 and 3,600 residential units, including where compulsory purchase powers have been exercised to bring forward and deliver schemes.
- 7.3 In the year 1 October 2019 – 30 September 2020, Countryside completed on in excess of 4,000 homes, comprising a mix of private, affordable and PRS (Private Rented Sector). Despite the Covid-19 pandemic causing significant disruption across housebuilding industry as a whole, Countryside's mixed-tenure model has proved resilient and has continued to see strong demand for all tenures of housing. As at 30 September 2020, Countryside ended the financial year with a total forward order book at £1.4 billion.

- 7.4 Countryside is a UK limited company and therefore the most recent set of published accounts date prior to the Covid-19 pandemic, being the period of 1 October 2018 to 30 September 2019. These accounts state that Countryside's revenue for that financial year was £970.8 million with an adjusted operating profit of £148 million. However, more recent evidence of Countryside's performance through the Covid-19 pandemic to end September 2020 is reflected in the more recently published accounts of Countryside Properties PLC ("CPPLC"), to which Countryside is the main trading entity. The published CPPLC accounts state that at 30 September 2020, the tangible net asset value of CPPLC was £951.7 million and for the financial year ended 30 September 2020, CPPLC delivered adjusted revenue of £988.8 million and adjusted operating profit of £54.2 million.
- 7.5 In addition to the covenant strength of Countryside in its own right, it can call on its parent company for further lending support if necessary. In July 2020, CPPLC raised £250 million through the placing of 74.6 million new ordinary shares, alongside a revolving credit facility of £300 million.
- 7.6 Therefore, Countryside's strong financial position provides the company with the flexibility necessary for implementing compulsory purchase order projects such as the Scheme.
- 7.7 The Council is satisfied that Countryside has sufficient resources and if required can obtain sufficient funding for both acquiring the Order Land and implementing the Scheme, both presently and during the compulsory acquisition process.

Development Agreement

- 7.8 A development agreement between the Council and Countryside was completed on 5 February 2019 and a supplemental agreement varying the development agreement in order to reflect the latest CPO red line was entered into on 3 April 2020.
- 7.9 The development agreement provides an indemnity for the Council's costs of bringing and making the Order, the acquisition of the land and the payment of compensation, together with securing planning permission and implementing the Scheme within an agreed programme. It also requires Countryside to prepare an outline planning application for the delivery of the TSDL, which was submitted in November 2020.

Timetable for delivery

- 7.10 Pre-application intrusive and non-intrusive surveying works over the extent of the TSDL were undertaken by Countryside during Spring and Summer of 2019.
- 7.11 Following the Council's endorsement of the Masterplan Document in January 2020 and the making of the CPO, the outline planning application for the Scheme was submitted in November 2020, targeting a resolution to grant in March 2021.
- 7.12 Once the CPO has been confirmed, the Council will take possession of the entirety of the Order Land within 6 months. Once the Order Land has been transferred to Countryside, the s.106 Agreement will be completed with outline planning permission to follow.
- 7.13 Following the grant of outline planning permission, the Scheme will be built in phases, each requiring a reserved matters consent application. The first reserved matters application(s) will likely relate to the key strategic infrastructure required for the Scheme, including the north-south link road, principal areas of public open space and strategic landscaping.
- 7.14 The site preparation works associated with the development of the Scheme will be phased, with initial works anticipated to commence in 2022. This enables infrastructure and construction to commence in 2023. It is expected that the first homes would be completed and available for occupation within 12-18 months of starting on site. The Scheme would be completed over an anticipated period of 10-12 years (2032 – 2034). The peak construction year is anticipated to be 2026. First occupation is anticipated in 2023 with an average build out rate of 144 dwellings

per annum. The final completed operational development year is anticipated to be 2034.

- 7.15 The first phase of housing will be delivered at the southern end of the site, served by a haul road from the A27 grade separated junction. The second phase would be constructed in the north of the site with construction then working towards the centre of the site.

Viability of Scheme

- 7.16 The Council has considered the financial viability of the Scheme and has obtained external, independent viability advice from a firm of leading real estate practitioners in order to satisfy itself that the Scheme is and remains viable. Given the impact of Covid 19 on global markets and the UK economy, the Council has obtained updated valuation advice (as at July 2020) and the position remains that the Scheme is viable. Having reviewed this advice, the Council is satisfied that the Scheme is and remains financially viable.
- 7.17 A copy of the Viability Assessment together with its update prepared prior to the Second Committee resolution on 22 September 2020 and has been attached to this Statement of Case as Appendix 4.

8. Procedural Matters

- 8.1 Subject to the confirmation of the Order to enable site assembly to be achieved, the Council considers there are no procedural impediments to delivery of the Scheme.

The Planning Position

- 8.2 Planning permission has not yet been granted in respect of the Scheme. Countryside submitted an application for outline planning permission in respect of the Scheme in November 2020.
- 8.3 A Planning Performance Agreement was signed between the Council and Countryside on 15 May 2019. This provides for the provision of pre-application advice, masterplanning preparation and the timely consideration of the outline planning application for the Scheme.
- 8.4 As part of the pre-application process, a masterplan ("Masterplan Document") was prepared by Countryside to outline how the Scheme can be brought forward and comprehensively developed in accordance with the Local Plan, Tangmere Neighbourhood Plan and emerging Local Plan. The Masterplan Document, intended as a 'stepping stone' between the existing allocation and the outline planning application, was submitted to and validated by the Council on 15 November 2019 (ref. 19/02836/MAS). It was consulted on by the Council and was endorsed by the Council's Planning Committee on 8 January 2020.
- 8.5 It is imperative that development of the TSDL comes forward comprehensively in order to provide certainty over delivery of the infrastructure requirements for the planned residential development. This will ensure that the necessary infrastructure can be delivered in a cohesive and co-ordinated manner. It is therefore intended that the Scheme will be delivered via a single outline planning application.
- 8.6 Countryside subsequently submitted an outline planning application for the Scheme on 6 November 2020, and it was validated by the Council on 18 November 2020 (ref. 20/02893/OUT). The description of development of the application is as follows:

"Outline planning application for a residential-led mixed use development comprising up to 1,300 dwellings (Use Class C3), an expanded village centre (comprising flexible units suited to Use Class E and pubs or drinking establishments and/or takeaways in Use Class Sui Generis), community uses, primary school, informal and formal open space, playing pitches, footpaths, cycleways, associated landscaping, utilities and drainage infrastructure, including on-site pumping station(s) with connection to the Strategic Foul network; associated infrastructure and groundworks; with all matters reserved except for the principal access

junctions from the A27 grade-separated junction and Tangmere Road and the secondary access at Malcolm Road.”

- 8.7 The application is anticipated to be presented to Planning Committee on 31 March 2021. The Scheme is consistent with planning policy at both a national and a local level, and there is no reason to believe that planning permission will not be forthcoming. In this regard the policy position is summarised below.

National Policy

- 8.8 The NPPF promotes a presumption in favour of sustainable development.
- 8.9 The strategic objectives of the NPPF are to support economic growth, achieve a wide choice of high quality homes, widen opportunities for home ownership and create sustainable inclusive and mixed communities. The NPPF also supports the highest standards of architectural and urban design.
- 8.10 The TSDL is allocated for development in accordance with the Local Plan, which was examined against the relevant provisions of the NPPF (2012) and found to be sound. The Emerging Local Plan will be assessed against the most up to date version of the NPPF when submitted for examination. The development of the TSDL complies with the core principles of the NPPF and represents sustainable development in accordance with the prevailing national policy.
- 8.11 Paragraph 72 of the NPPF recognises that housing supply can sometimes be best achieved through planning for larger scale development, such as significant extensions to existing villages. The delivery of the Scheme will make a significant contribution to the housing supply for the Local Plan area, as well as satisfying the NPPF's requirement for plans to deliver a sufficient supply of homes. Residential development on the TSDL also has an important role to play in contributing to the development and vitality of Tangmere village centre, in accordance with paragraph 85 of the NPPF. The policy objectives of comprehensive development of the TSDL, including securing the necessary infrastructure, community facilities, services, and open space provision accord with the NPPF's principle of promoting healthy and safe communities and underpin the content of the Masterplan Document, which has been carried forward into the outline planning application.

Local Plan

- 8.12 The land is currently allocated within the Local Plan, and has been a site formally allocated for residential housing development since the adoption of the Local Plan in 2015. Previous to this the site was identified for residential development in 2010 within the Council's "Focus on Strategic Growth Options" consultation document. This document was a consultation document considering potential options for significant growth within the District and accordingly formed part of the early stages in preparation for the formulation of the Local Plan.
- 8.13 Specific policy considerations can be summarised as follows
- Policy 2 (Development Strategy and Settlement Hierarchy) of the Local Plan identifies Tangmere as being capable of accommodating further sustainable growth to enhance and develop its role as a settlement hub.
 - Policy 4 (Housing Provision) states that strategic development locations are allocated in the Local Plan to accommodate 3,250 homes over the Local Plan period.
 - The TSDL is identified within Local Plan Policy 18 for the delivery of 1,000 homes and associated infrastructure including a school, open space and community facilities.
 - Policy 7 ('Masterplanning Strategic Development') confirms that development of the strategic locations identified in the Local Plan (including the TSDL) will be planned through a comprehensive masterplanning process, which will involve the active

participation and input of all relevant stakeholders.

- 8.14 As above, a Masterplan Document for the TSDL has been produced by Countryside and endorsed by the Council, in accordance with Policy 7. An outline planning application has also subsequently been submitted by Countryside seeking permission for up to 1,300 homes and associated uses to reflect the proposed increase in the Emerging Local Plan, thus also ensuring the delivery of the 1,000 homes allocated in the current Local Plan. The outline planning application has been prepared to comply with all other relevant policy requirements within the Local Plan. The Scheme will realise the objectives of relevant policy as contained in the Local Plan.

Emerging Local Plan

- 8.15 The Local Plan is currently under review. The Council consulted on the Chichester Local Plan Review 2016 – 2035 Preferred Approach plan between December 2018 and February 2019. The Emerging Local Plan Preferred Approach currently contains proposals for at least 12,350 dwellings during the period 2016 – 2035, equivalent to c.650 dpa. The Emerging Local Plan Preferred Approach also proposes to meet unmet housing need arising from that part of the District lying within the South Downs National Park. This comprises 41 dpa out of the total 650 dpa. At least 4,400 dwellings are proposed to come forward from strategic allocations, including the TSDL.
- 8.16 The Emerging Local Plan includes draft policies which are relevant to the TSDL. Draft Policy S3 (Development Strategy) includes Tangmere on a list of Strategic Development Locations to help achieve sustainable growth. Draft Policy AL14 (Land West of Tangmere) proposes to allocate land to the west of Tangmere for residential-led development of a minimum of 1,300 dwellings. Draft Policy S32 (Design Strategies for Major Development Sites) requires proposals for housing allocations and major development sites to be accompanied by a site-wide design strategy that includes a masterplan.
- 8.17 As above, a Masterplan Document for the TSDL has been produced by Countryside and endorsed by the Council, in accordance with draft Policy S32. The outline planning application seeks permission for up to 1,300 homes and associated uses in accordance with draft Policy AL14, and has had due regard to other detailed emerging policies as material considerations in the determination of the planning application, albeit the Emerging Local Plan only carries limited weight at present. The Scheme would therefore realise the objectives of relevant policy as contained in the Emerging Local Plan.

Neighbourhood Plan

- 8.18 The Tangmere Neighbourhood Plan was 'made' on 19 July 2016 and forms part of the development plan. The Neighbourhood Plan includes a concept statement for the development and has informed the masterplanning process. The vision of the Neighbourhood Plan is a "one village" concept to unite and integrate the existing Tangmere village with the new development. In line with Policy 2 (Strategic Housing Development) of the Neighbourhood Plan, this identifies the land as a Strategic Development Location and sets out the requirement for the provision of 1,000 new homes, new community facilities, a main village street, new open space and green infrastructure.
- 8.19 The Masterplan Document and outline planning application have been designed to comply with the requirements of the Neighbourhood Plan Policy 2 and have also had regard to Policy 7 (Land to the West of Malcolm Road) given the Neighbourhood Plan's expectation that this land is considered as part of the TSDL masterplan. The Scheme would therefore realise the objectives of relevant policy as contained in the Neighbourhood Plan.

Interim Position Statement for Housing

- 8.20 The Council is not currently able to demonstrate a five year supply of housing, and has prepared an Interim Position Statement for Housing (November 2020) to help to guide development in the Local Plan area in the interim period until the Local Plan Review is

adopted.

- 8.21 It applies to greenfield and brownfield sites outside of settlement boundaries. It does not apply to existing allocations within the Chichester Plan area, such as the TSDL, or to land within the South Downs National Park.
- 8.22 The Interim Statement forms one part of the Council's proactive approach to the delivery of housing whilst the Local Plan Review progresses towards adoption. Other approaches being taken to boost housing supply and delivery include:
- Prioritising progress on delivery of allocated known sites, including West of Chichester, progressing the Tangmere Compulsory Purchase Order, and testing more long-term sites, such as Southern Gateway; and
 - Inviting developers to speed up the delivery of development, and, where appropriate, to consider intensifying development on sites already underway.

Other Consents

Works to Existing Highways

- 8.23 Where works are required to existing highways, Section 278 agreements will be entered into with Highways England for any works relating to the strategic road network or West Sussex County Council as the local highway authority.

Road Traffic Orders

- 8.24 Applications will be made to West Sussex County Council as local highway authority for any necessary temporary or permanent Road Traffic Orders.

Temporary Stopping Up or Diversions of Footpaths

- 8.25 There is one existing Public Right of Way (PRoW) which falls partially within the TSDL (designated as Path Number 282). This provides a pedestrian link from Church Lane to Chestnut Walk. The endorsed Masterplan Document and outline planning application both indicate that this part of the TSDL will be used for public open space and so no alterations are expected to this footpath.
- 8.26 In the unlikely event that any necessary Temporary Road Traffic Orders or consents under section 257 of the 1990 Act (in respect of the temporary stopping up or diversion of footpaths) are required at a later stage, application(s) will be made to West Sussex County Council as the local highway authority.

Licences for protected species

- 8.27 Although it is not expected that any European Protected Species ("EPS") may be affected by the Scheme, should any potential disturbance be considered then Countryside will apply for an EPS licence from Natural England.

9. Human Rights

- 9.1 The Human Rights Act 1998 incorporated into domestic law the European Convention on Human Rights (the "Convention"). The Convention includes provisions in the form of Articles, the aim of which is to protect the rights of the individual.
- 9.2 In resolving to make the Order the Council has carefully considered the rights of property owners under the Convention against the wider public interest, and in particular those rights under the following provisions.

Article 1 of the First Protocol to the Convention

- (a) This protects the right of everyone to the peaceful enjoyment of possessions. No one can be deprived of possessions except in the public interest and subject to the relevant national and international laws.

Article 8

- (b) This protects private and family life, home and correspondence. No public authority can interfere with these interests except if it is in accordance with the law and is necessary in the interest of national security, public safety or the economic well-being of the country.

9.3 The European Court of Human Rights has recognised that "*regard must be had to the fair balance that has to be struck between competing interests of the individual and of the community as a whole*". Both public and private interests are to be taken into account in the exercise of the Council's powers and duties as a local planning authority. Any interference with a Convention right must be necessary and proportionate.

9.4 As set out within Section 2 above, the Order Land has predominately been used for agricultural purposes. It has not been suggested by any party that development of the Order Land will result in the extinguishment of a commercial enterprise and no residential property is being acquired (with the exception of occupiers who have extended gardens by encroachment into Plot 6 and Plot 13). The Order Land falls within a strategic development location and the landowners of the Heaver Interests Land, CS East / CS South Land, Pitts Land and the Church Commissioners Land have all previously expressed interest in developing their land for housing development. In the event that financial compensation cannot be agreed voluntarily between parties, this will be determined by reference to the Lands Chamber (Upper Tribunal).

9.5 In light of the significant public benefits which would arise from the implementation of the Scheme as set out within this Statement, and having regard to the extent of the interference with parties' rights, the Council has concluded that it would be appropriate to make the Order. It does not regard the Order as constituting any unlawful interference with individual property rights.

10. Public Sector Equality Duty

10.1 The Council has a duty under the Equality Act 2010 to have due regard to the need to eliminate discrimination, to advance equality of opportunities and foster good relations. The decision to make the Order is one that this duty applies to.

10.2 The land being acquired is agricultural land and does not require relocation of any protected groups.

10.3 The Council has commissioned external consultants to advise the Council on compliance with their duties under the Equality Act 2010 and an EqlA has been produced. The Council has also commissioned the EqlA Addendum to specifically consider the impacts of the COVID-19 pandemic and ensure that any specific equalities considerations arising from it were taken into account. The EqlA and EqlA Addendum contain a number of recommendations and an action plan. The Council has had regard to the EqlA and the EqlA Addendum, including their recommendations and action plan and has put in place measures to implement the recommendations and actions that can be addressed prior to the making of the Order. The Council will continue to do so following the making of the Order. Further, the Council notes that a number of the recommendations and actions relate to impacts yet to arise and the Council is mindful of the requirement to address these recommendations and actions as they do so.

10.4 The Council's own assessment of the potential impacts of the Scheme indicate that the proposals have the potential to deliver multiple beneficial impacts for the local community,

including those with protected characteristics in the local area, including:-

- the delivery of a range of housing within Tangmere to address local need:
 - The quality of the new homes provided will have a range of positive impacts on equality, including accessibility and adaptability, which may be of significant benefit for those with disabilities, or the elderly.
 - Tangmere currently has a relatively high proportion of social housing, and development of the site will provide a diverse range of tenures including market and affordable housing, potentially providing low cost or shared ownership options, to create mixed and balanced communities.
 - The new homes will utilise sustainable design and construction techniques and be more energy efficient, which will benefit residents by reducing their energy usage.
- delivering improvements to local infrastructure including local convenience shopping, and enhanced social, community, recreation, primary education and healthcare facilities, which will be of benefit to all residents in providing better accessibility to infrastructure.
- providing enhanced open space and green infrastructure will link Tangmere to Chichester city, nearby developments and the South Downs National Park, which will allow residents easy access to open space for health and wellbeing benefits.
- integration with the existing village of Tangmere, in order to achieve the aspirations of the Neighbourhood Plan, to achieve their 'one village' vision. This will benefit new and existing residents by achieving a well-integrated and holistic development.

10.5 The Council has considered the results of the EqlA, the EqlA Addendum and its duties under the Equality Act 2010 and, as set out in the PSED Statement, is satisfied that it has given due regard to its obligations thereunder.

10.6 With regards to removing or minimising disadvantages suffered by those with protected characteristics and steps that can be taken as part of the compulsory purchase process, the Council can provide copies of this Statement in different formats. The Council has published all the Order documents on its website to make them as accessible and available as early as possible. It will also provide hard copies of the Order documents for those without access to the internet.

10.7 The Council has extended the statutory timescales for responding to requests for information or raising objections to the making of the Order by a period of two weeks and will provide electronic and/or hard copies of order documents as required. To that end, the Council has adopted the recommendations from the EqlA Addendum to ensure that impacts from the COVID-19 pandemic are mitigated.

10.8 As the process continues, when choosing a venue for the Inquiry, the Council will have regard to those with disabilities and will consider what other steps it can take in respect of eliminating or minimising discrimination for those with protected characteristics.

11. **Response to Objections**

11.1 The Order has received 16 objections. Of these the Council would consider 15 to be qualifying objections. The objections to the Order can be grouped together by their respective interests within the Order Land. The objections fall into three groups as follows:

- (a) Objections in respect of the Heaver Interests Land, being land in control of the Heaver family, made by parties related or connected to the Heaver family;
- (b) Objections in respect of the Church Commissioners Land and the Pitts Land, by those with interests in that land; and
- (c) Other objectors to the Order including SGN, Saxon Meadow Tangmere Limited and

other private individuals.

11.2 The Table below sets out the parties who have made objections, the Plots to which their objections were identified as relating, and which of the three groups above the objections fall within.

Objector	Plot or Plots to which their objections relate	Objector Group (Heaver Interests Land, Church Commissioners Land and the Pitts Land, Other Objector)
Church Commissioners for England	Plots 9, 10, 11 & 12.	Church Commissioners Land and the Pitts Land.
Deidre Pitts, Michael Pitts, Diana Pitts and Valerie Young	Plots 6, 7, 8A & 8B.	Church Commissioners Land and the Pitts Land.
Andrew Pitts	Originally the objection referenced Plots 1, 2, 3, 4, 6, 7 and 16, but this was subsequently corrected. The objection in fact relates to Plots 5, 13, 14 (in respect of his freehold interests) and Plots 9, 10, 11 and 12 (in respect of an Agricultural Holdings Act Tenancy).	Church Commissioners Land and the Pitts Land.
Seaward Properties Limited	Plots 6 & 13.	Church Commissioners Land and the Pitts Land.
Bloor Homes Limited and Bloor Holdings Limited	Plot 16.	Heaver Interests Land.
Bosham Limited and Shopwyke Limited	Plots 2, 3, 4, 16 & 17.	Heaver Interests Land.
CS East Limited	Plots 16 & 17.	Heaver Interests Land.
CS South Limited	Plots 15 & 16.	Heaver Interests Land.
Herbert and Shelagh Heaver	Plots 2, 3, 15, 16 & 17.	Heaver Interests Land.
Temple Bar Partnership LLP	Plots 2, 3, 4, 15, 16 & 17.	Heaver Interests Land.
Denton and Co Trustees Limited	Plots 15, 16 & 17.	Heaver Interests Land.
Tangmere Medical Centre	Plot 15, 16, 17.	Heaver Interests Land.

Saxon Meadow Tangmere Limited and Saxon Meadow Residents	Plot 8.	Other objector.
Steve Murphy of 113 Cheshire Crescent, Tangmere,	Plot 6.	Other objector.
Richard Bryant, Shady Oak, Old Bridge Road, Bosham, West Sussex PO 18 8PG.	The CPO generally.	Other objector.
SGN	Interests crossing the Order Land.	Other objector.

The Heaver Interests Land (Plots 2, 3, 4, 15, 16 & 17)

- 11.3 Objections have been received from a number of entities related to the Heaver family and their interests within Plots 2, 3, 4, 15, 16 & 17.
- 11.4 A number of these entities are either controlled by the Heaver family, related or connected to it.
- 11.5 The Table overleaf sets out the links between the objections submitted in respect of these Plots and the relationship of that objector to the Heaver family and land in their control. It is also noted that the same law firm is representing a number of these interests.

Table - Heaver Interests Land				
Entity	Plot to which objection relates	Relationship	Objection Received	Status of Negotiations
Herbert and Shelagh Heaver	<p>Interests in: Plots 2, 3 & 16</p> <p>Rights over: Plots 15 & 17.</p>	Herbert and Shelagh Heaver are the parents of John Heaver and Shelagh Richardson.	Pro-forma Objection.	<p>Heads of Terms offered in November 2018 reflected that Plot 16 was in the process of transferring to Bosham Limited and Shopwyke Limited. It is understood that Herbert and Shelagh Heaver no longer have an interest within Plots 2, 3 & 16 as recorded in the Schedule to the Order.</p> <p>Herbert George Heaver has been issued Heads of Terms in respect of his interest in the freehold of Tangmere Medical Centre (which has the benefit of rights within Plots 15, 16 & 17).</p> <p>In respect of their benefit of a restriction over Plots 15 & 17, it has been proposed that Heads of Terms for the acquisition of Bosham Limited and Shopwyke Limited interests (which bind in CS East Limited and CS South Limited) these be amended to procure the release of those restrictions.</p>
Bosham Limited	<p>Bosham Limited together with Shopwyke Limited</p> <p>Interests (freehold) in: Plot 2 Plot 3 Plot 4 Plot 16</p>	<p>John Heaver (son of Herbert and Shelagh Heaver) and Shelagh Richardson (daughter of Herbert and Shelagh Heaver) are the sole Directors.</p> <p>Plot 16 was originally owned by Herbert and Shelagh Heaver and transferred to Bosham Limited and Shopwyke Limited.</p>	Detailed Objection.	Heads of Terms offered in November 2018 and are in the process of being negotiated.

	Rights over: Plot 17			
Shopwyke Limited	Bosham Limited together with Shopwyke Limited Interests (freehold) in: Plot 2 Plot 3 Plot 4 Plot 16 Rights over: Plot 17	John Heaver (son of Herbert Heaver) and Shelagh Richardson (daughter of Herbert and Shelagh Heaver) are the sole Directors. Plot 16 was originally owned by Herbert and Shelagh Heaver and transferred to Bosham Limited and Shopwyke Limited.	Detailed Objection.	Heads of Terms offered in November 2018 and are in the process of being negotiated.
CS East Limited	Interests (freehold) in: Plot 17 Rights over: Plot 16	Owner of Plot 17 Shelagh Richardson is listed the sole Company Director, who is also a Company Director of Shopwyke Limited and Bosham Limited. Same registered address as Temple Bar Partnership LLP.	Pro-forma Objection.	Heads of Terms originally issued in November 2018 currently include acquiring the CS East Limited & CS South Limited interests.
CS South Limited	Interests (freehold) in: Plot 15 Rights over: Plot 16	Owner of Plot 15 Shelagh Richardson is listed the sole Company Director, who is also a Company Director of Shopwyke Limited and Bosham Limited. Same registered address as Temple Bar Partnership LLP.	Pro-forma Objection.	Heads of Terms originally issued in November currently include acquiring the CS East Limited & CS South Limited interests.
Temple Bar	Interests (tenants and	Occupier of Plots 2, 3 & 4.	Pro-forma Objection.	Heads of Terms have been offered for a Deed of Re-grant of Rights in respect of the Medical Centre to satisfy that part

Partnership LLP	occupiers) in: Plot 2 Plot 3 Plot 4 Rights over: Plot 15 Plot 16 Plot 17	Herbert Heaver and Shelagh Heaver are the sole LLP designated members. Herbert Heaver is registered as a person with significant control. Same registered address as Shopwyke Limited and Bosham Limited. Temple Bar Partnership LLP is a joint owner of the Medical Centre with Herbert George Heaver and Denton & Co Trustees Limited.		of Temple Bar Partnership's objection. In respect of Temple Bar Partnership LLP's tenancy and occupation of Plots 2, 3 & 4, Countryside has requested that the currently negotiated Heads of Terms with Bosham Limited and Shopwyke Limited include that vacant possession is given of those Plots prior to works commencing.
Tangmere Medical Centre (Dr Chishick)	Rights over: Plot 15 Plot 16 Plot 17	The medical centre (ground floor and first floor) is leased from Temple Bar Partnership LLP. The freehold of the medical centre is owned by Herbert George Heaver, Denton & Co Trustees and Temple Bar Partnership LLP. The freehold of the medical centre does not fall within the Order limits.	Objection submitted by Dr Chishick.	Heads of Terms have been offered for a Deed of Re-grant of Rights to satisfy the terms of the Tangmere Medical Centre's objection.
Denton & Co Trustees Limited	Rights over: Plot 15 Plot 16 Plot 17	Denton & Co Trustees Limited is a joint owner of the Tangmere Medical Centre with Temple Bar Partnership LLP and Herbert George Heaver. The freehold of the medical centre does not fall within the Order limits.	Pro-forma Objection.	Heads of Terms have been offered for a Deed of Re-grant of Rights to satisfy the terms of the Denton & Co Trustees Limited objection.
Bloor Homes	Promotion and option agreement over Plot 16	Option Holder of the development land in Plot 16.	Objection submitted by Gowling LLP (addressed at paragraphs 11.71 to 11.90 below).	Bloor has been involved in tripartite discussions between the Heaver entities with an interest within Plot 16 and given the lack of progress to reach commercially acceptable terms for Bloor and Countryside, Bloor has been offered Heads of Terms for a direct agreement between Countryside the Council. Exchange of either agreement following the agreement of Heads of Terms, Bloor will withdraw its objection to the Order.

Objection of Bosham Limited and Shopwyke Limited (“BL & SL”) (Plots 2, 3, 4, 16 & 17)

- 11.6 Of the objections submitted, the BL & SL objections are the most detailed given they relate to the bulk of the development land controlled by the Heaver family within the Order and TSDL as a whole. Plot 16 is BL & SL land under option by Bloor Homes Limited and Bloor Holdings Limited (“Bloor”). Bloor has objected separately and this objection is addressed at paragraphs 11.71 to 11.90 below. The Heaver family have indicated that they wish to take forward the development of Plots 2, 3 & 4 independently and that this area be known as Tangmere Corner.
- 11.7 Countryside issued Heads of Terms to the Heaver family in November 2018, at which point Herbert George Heaver was the landowner. Since then the land has transferred to BL & SL, which are controlled by John Heaver and Shelagh Richardson (the son and daughter of Herbert George Heaver and Shelagh Heaver). In the current draft of those Heads of Terms, the interests of CS East Limited and CS South Limited are included. On 21 February 2021, the significant controlling interests in both BL & SL changed to Wilsons Trust Corporation Limited.
- 11.8 BL & SL set out a number of grounds for objection which they summarise within their objection letter as grounds numbered (a) – (h). However, the “Background and Context” section raises a number of more detailed points and assertions. These are in turn summarised and commented upon as follows:
- BL & SL own a substantial interest the scheme land, and are willing to make the land available for delivering the scheme or an alternative that meets the Council’s policy objectives. They have entered into a Promotion and Option Agreement with Bloor Homes Limited.***
- 11.9 The Promotion and Option Agreement with Bloor was entered into in December 2012. Limited action has been taken by either BL & SL or Bloor to promote development on the TSDL since. The Promotion and Option Agreement has not resulted in a planning application being submitted, or any detailed proposal being put forward to the Council for the comprehensive development of the TSDL despite the apparent intentions of BL & SL as stated in the objection letter.
- 11.10 Further it is also noted that within the open tender process for a Development Partner during the summer of 2018, the Heaver family did not apply to become the Council’s Development Partner. This would have been an opportunity to assemble the land required for a policy compliant scheme together with access to CPO powers if they were intent on development of the TSDL.
- 11.11 Negotiations with the Heaver family commenced in November 2018 and Heads of Terms are still to be agreed. In the view of the Council and Countryside, the Heaver family is insisting on unrealistic commercial terms for the acquisition of the interests in their land.
- BL & SL and the other primary landowners are capable of working together to deliver the scheme (see the MoU) together with SMTL and the intervention by the Council is premature.***
- 11.12 A copy of the Memorandum of Understanding dated 30 July 2020 (“the MoU”) is attached to this Statement as Appendix 5. SMTL is not a party to the MoU and Countryside has issued Heads of Terms to acquire their interests (explained further at paragraph 11.119 below).
- 11.13 The MoU was entered into after the Council passed its first resolution to proceed with the making of the Order on 3 March 2020. It appears that the entering into the MoU was a defensive step by the landowners when faced with the prospect of the Order being made. However, following the dating of the MoU on 30 July 2020, the Pitts family signed Heads of Terms with Countryside on 7 September 2020 and the Church Commissioners signed Heads of Terms with Countryside on 4 November 2020. This resulted in Countryside having agreed

commercial terms for roughly two thirds of the Order Land and TSDL. As is made clear in the objection of the Church Commissioners, which has been adopted by the owners of the Pitts Land, on exchange of the voluntary agreements their objection to the Order will be withdrawn. Therefore on exchange of these agreements, the Church Commissioners and the Pitts family will no longer be seeking to advance any arguments that an alternative scheme or collaboration between the landowners or the Heaver family is possible.

- 11.14 Further, the Council has not seen or been presented with any evidence that the MoU has been acted upon. Since July 2020 no information has been provided by the landowners within the TSDL that any steps have been taken forward to advance an alternative scheme for the entire TSDL. None of the landowners have put forward evidence of any formal collaboration agreements being made between them.
- 11.15 The Council has not been approached by the Church Commissioners or Pitts Family to discuss the MoU or any collaboration between them and the Heaver family. The only party promoting the MoU subsequent to its signing was the Heaver family representatives. The Council had indicated to the Heaver family representatives that they would welcome a meeting with all landowners to discuss the MoU. Despite meeting dates being offered by the Council, this was not responded to.
- 11.16 The MoU also in fact serves to show just how much work would be needed to bring forward an alternative scheme if the landowners sought to promote a policy compliant development of the TSDL. It does not suggest that this will be an easily achieved alternative or, more importantly, that it is capable of delivery on any reasonable timeframe. In fact, it sets out the significant work which is still required for the signatory parties to collaborate and deliver the TSDL.
- 11.17 In this regard clause 1 of the MoU states the following:
- The Parties shall continue to co-operate and collaborate in order to:*
- (a) Bring forward a masterplan for the TSDL pursuant to Policy 7 of the Local Plan and a comprehensive and sustainable policy compliant development of the TSDL in accordance with the strategic development objectives in the Council's adopted and emerging planning framework;*
- (b) Agree an appropriate equalisation methodology approach;*
- (c) Agree a procurement and delivery strategy and demonstrate that the policy objectives can be achieved without the need for the Order.*
- 11.18 Regarding clause 1 (a), it is the Council's accepted practice is that a masterplan for the TSDL has to be endorsed by the Planning Committee. The landowners have not submitted an agreed masterplan since the date of the MoU. Countryside submitted a Masterplan which was endorsed on 8 January 2020 which was then followed by the submission of an outline planning application in November 2020. Surveys which were required to develop the masterplan were undertaken during 2019, together with subsequent survey work being undertaken to prepare the Environmental Statement required for the Scheme. As far as the Council is aware, this has not been undertaken by the landowners.
- 11.19 Regarding clause 1 (b), the agreement of an appropriate equalisation methodology is site subjective and requires an agreed masterplan to be determined. In the view of Countryside, on similar developments, typically the agreement of an appropriate equalisation approach and of the drafting of a legal agreement between the parties to record this can take a minimum of 12 -18 months to negotiate and exchange. As far as the Council is aware, this has not been undertaken by the landowners. The fact that an equalisation methodology is particularly significant, given the Council's understanding that the failure to agree commercial terms between the parties has proved a major obstacle to delivering development on the TSDL up to this point. It appears from clause 1 (b) that agreement has still not been reached.
- 11.20 Regarding clause 1 (c), on the basis the landowners cannot deliver the site themselves, the agreement of a procurement and delivery strategy will involve the landowners marketing the

site to potential development partners and then appointing a developer with sufficient capability to deliver the comprehensive servicing and construction of the site. This is a process of tendering, bidding rounds and then negotiating a deal with a developer identified by that process. As far as the Council is aware, this has not been undertaken by the landowners.

11.21 The overriding problem is that the MoU sets out these steps very simply, when in fact they are time consuming and onerous processes. The Council suggests that realistic timings for this process would be along the following lines:

- a) The tendering, bidding for and appointing a development partner (on basis that the landowners cannot deliver site themselves). This would require marketing the TSDL for at least 3 months and then undertaking rounds of interviews for a further 3 months. This step could therefore take a minimum of 6 months;
- b) The preparation of a masterplan (post appointment of a development partner (as they would require input to account for their preferred housing type / business model). This could take a minimum of a year due to technical surveys required of the site prior to the settling of this masterplan, many of which are seasonally dependent;
- c) Entering into a collaboration agreement between landowners and entering into a development agreement such as a 'hybrid' land promotion and option agreement between the landowners and developer. This could take a minimum of 12 months to negotiate and exchange a legal agreement documenting this;
- d) The preparation and submission of a planning application which could take a minimum of 12 months to prepare and be determined by the Council.

11.22 There is some cross over between the steps (a - d) above, but it would suggest the time from the landowners deciding to proceed with the signing of the MoU to the submission of a planning application would be a minimum of 3 years to undertake, with a minimum of a further 6 – 9 months for the planning application to be determined and s.106 agreement to be completed. Therefore, it is the view of the Council that even if the landowners immediately acted upon the steps of the MoU, they would be a minimum of 3 years behind the current progress of the Scheme being promoted by the Council and Countryside.

11.23 In terms of Countryside's progress, it has negotiated and agreed Heads of Terms with two thirds of the landowners and has submitted an outline planning application for its development of the TSDL. With a confirmed Order, Countryside will be able to acquire any remaining interests. By comparison the Countryside proposal is a far more advanced project and capable of delivery on a far shorter timeframe than any landowner led alternative proposal under the MoU. In effect the MoU is a loose 'agreement to agree', with no firm contractual obligations on any party. The Council has far greater confidence in the Scheme being delivered by the Order rather than by the landowners themselves.

As the majority of the Order land has or already will be soon secured by way of private treaty negotiation, with the exception of BL & SL's interest in the Order Land and the unregistered parcel of land, there is no requirement for the Council to promote the Order.

BL & SL are willing to:

(i) offer appropriate undertakings to the Council to promote its land and deliver development in line with the Council's policy requirement for the TSDL.

(ii) BL & SL are willing to enter into a private negotiation to sell their land on commercial terms.

(iii) BL & SL are willing to enter into a JV with the Council / Countryside to deliver the development on their land.

11.24 There has been a failure to deliver the TSDL to date, details of which are set out at paragraphs 5.25 to 5.34 of this Statement. The engagement from the Heaver family summarised in the points of objection set out above, has only come forward in the face of the prospect of the Order and use of compulsory acquisition powers. The Council does not hold any confidence that if the Order is removed that development will come forward on the land holding of BL & SL.

11.25 Regarding the three points which are raised:

(i) As set out within paragraphs 5.23 and 5.24 of this Statement, the comprehensive development of the TSDL is required and piecemeal development could risk the TSDL failing to come forward in its entirety and fail to provide the necessary infrastructure required. The undertakings which BL & SL state they are willing to offer have never been offered or presented to the Council;

(ii) Countryside has offered fair commercial terms that have been rejected by the BL & SL and the Heaver family. BL & SL have also failed to renegotiate with their Option Holder, Bloor in order to enter into and allow tripartite agreement between Countryside, Bloor and BL & SL;

(iii) Since the offering of Heads of Terms to the Heaver family in November 2018, neither the Heaver family representatives nor BL & SL have ever requested or offered a JV arrangement. However, in any event, a JV structure is not appropriate on a site of this size and as in the opinion of the Council and Countryside would only ever be appropriate for much larger development sites.

11.26 It is also noted that the Heaver family had the opportunity to bid to be the development partner for the TSDL (including for the promotion of the Order) but declined to take that opportunity. There was no significant progress being made by the Heaver family to bring forward development of the TSDL prior to the appointment of Countryside as development partner.

The Order is unnecessary and there has been a failure within the Statement of Reasons to demonstrate that the Order will achieve its planning policy objectives. It fails on the economic, social and environmental tests and therefore compelling case in the public interest has not been demonstrated either.

11.27 This Statement clearly sets out how the s.226 (1)(a) objectives are delivered at Paragraphs 5.12– 5.17.

Responsibility for implementation and delivery of the Scheme is entirely in the hands of Countryside. There is no evidence of any enforceable obligation upon Countryside to deliver any element of the Scheme and no apparent imperative for Countryside for early delivery of the Scheme.

11.28 With the consent of the Council, Countryside provided a copy of the Development Agreement to the major landowning parties in June 2019. A copy of the Development Agreement is attached to this Statement as Appendix 6. The Development Agreement itself was entered into on 5 February 2019. This is a year prior to the endorsement of Countryside's masterplan in January 2020 and almost two years before the submission of the outline planning application in November 2020.

11.29 The Council considers that BL & SL is misreading the Development Agreement. The Development Agreement refers to the creation of the Sponsor Board, being a quarterly meeting of senior members of the Council and Countryside Project team. Meetings of the Sponsor Board have been held since the completion of the Development Agreement. Alongside this, between each Sponsor Board meeting, there have also been quarterly meetings of a Steering Group, being concerned with the day to day management of the promotion of the Scheme. Both these meetings discuss matters such as the progress made on the planning application and land acquisition negotiations. The Development Agreement also requires the agreement of a Phasing Strategy and the delivery of the development (defined as a high quality sustainable residential led development of the property, being the land within Order limits) in line with the Programme. The Programme can be varied from time

to time in accordance with the Development Agreement. The Programme has been developed, agreed and varied at the meetings of the Sponsor Board and Steering Group.

11.30 The Development Agreement allows for a Programme to be agreed and amended between the Council and Countryside. As the detail of the Scheme has been developed since entering into the Development Agreement through the masterplanning and planning application preparation process, the Programme has developed given the greater certainty of the phasing and timings for the delivery of the site through that work. The Council has been continually updated on a monthly basis by its development partner as to how the Scheme will be delivered. Accordingly, the draft of the Programme which is found in schedule 6 of the Development Agreement has been updated as the Scheme evolved through this process. The Council is therefore confident of the delivery of the Scheme in line with the Programme, as a contractual obligation of the Development Agreement.

11.31 This can be evidenced by meeting minutes and the exchange of correspondence discussing a delivery timetable, implementation and phasing of the scheme at these meetings. The Council is therefore confident that Countryside will deliver the Scheme. It is also the case that the Programme includes delivery dates as per Paragraph 7.10– 7.15 which reflects information submitted as part of the outline planning application.

There is an absence of planning permission.

11.32 Paragraphs 8.1– 8.22 set out the planning position and addresses that Planning permission for the Scheme was applied for in November 2020. The planning application is expected to be presented at Planning Committee on 31 March 2021.

11.33 It is anticipated that the Scheme will be consistent with planning policy at both a national and a local level, and there is no reason to believe that planning permission will not be forthcoming. Indeed, given its representations that the objector will itself bring forward development at the TSDL, the Council is unclear on what basis BL & SL suggest that obtaining planning permission will prove a bar to delivery of development.

The Statement of Reasons does not set out which elements of the Scheme will come forward, or when the Scheme will actually be brought forward and completed. It is noted that Countryside is seeking a seven year option period within which to acquire our clients land. There does not appear to be any imperative upon Countryside for the early delivery of the Scheme.

11.34 Paragraphs 7.13 & 7.14 of this Statement set out the current timetable for the Scheme. This states that the south of the TSDL will be developed first, followed by the land in the north of the TSDL. This is also reflected within the planning application. It is clear that as is entirely usual for schemes of this size, it will be developed in phases.

11.35 The objection letter is also inferring that an option period of 7 years within the circulated Heads of Terms means there is no imperative for Countryside to act quickly to acquire land within the Order and deliver the Scheme. The objection letter is mistaking what the option period refers to. The option period refers to the time allowed to achieve a satisfactory planning permission rather than acquire land. The option period is actually a standard period of 5 years, with a 2 year extension in the event of planning slippage. In any event, Countryside anticipate that the outline planning application for the Scheme is due to be determined at the end of March 2021, with subsequent completion of the S.106 agreement well before the expiry of the proposed option period. Timings for the delivery of the Scheme would be agreed via the phasing and disposals plan as is currently proposed within the circulated Heads of Terms.

The Order is not needed to provide certainty as to infrastructure required.

11.36 This Statement sets out in paragraphs 5.23 & 5.24 the need for a comprehensive development of the TSDL and why piecemeal development is undesirable. The objection only states it disagrees with this proposition and does not specify exactly why.

11.37 As is noted in their own MoU, significant collaboration would be needed between landowners

to bring forward a site of this size, given their competing interests to otherwise seek to maximise value of development on their own land (therefore seeking the greatest number of dwellings to be built). Collaboration agreements would need to address the timing and delivery of infrastructure required, especially given that development of the TSDL will occur over several years. The purpose of agreeing equalisation between landowners is because parts of one landowner's developable land will have been given up for site infrastructure (thus benefitting the wider site) and equalisation is effectively compensating them for 'losing' development land as they have unlocked development elsewhere on site. Such infrastructure includes, *inter alia*, principal road infrastructure, public open space, land for a primary school and drainage infrastructure. It would also deal with site phasing and allocating responsibility for the discharge of conditions and s.106 obligations.

- 11.38 Further, given that the landowners have failed to advance their own masterplan for the TSDL, it is unclear on what basis BL & SL argue that there is no need for certainty on the infrastructure required.

The Council relies on the fact that Countryside is a major house building and urban regeneration company with over 60 year's experience with a track record in delivering large scale residential schemes does not mean it will deliver the Tangmere scheme and that reliance cannot be placed upon Countryside Properties PLC .

- 11.39 Paragraphs 7.1– 7.7 provide detail on Countryside as the Council's development partner. This confirms the covenant strength of Countryside Properties (UK) Limited is sufficient that the Council can reasonably expect it to deliver the scheme. It does not state that it is reliant on funding from Countryside Properties PLC instead that it can call on its parent company for lending support if necessary.
- 11.40 Countryside is the operational entity below the Countryside Properties PLC. It is Countryside that has delivered the schemes across the country. Countryside is the party that landowners contract with for the Schemes which Countryside has delivered.
- 11.41 Indeed, the other landowners for the TSDL have signed Heads of Terms with Countryside and since issuing the Heads of Terms in November 2018, BL & SL have been content to negotiate with Countryside as the Developer alone.

Viability information has not been shared and is requested.

- 11.42 The Viability Assessment referred to in the Statement of Reasons and this Statement at paragraphs 7.16 & 7.17 is attached as Appendix 4 to this Statement.
- 11.43 It is noted that Heads of Terms have been settled with two thirds of the landowners on commercial terms. It is also the case that from BL & SL's own submissions, they believe that a housing development can be promoted on the land within the Order, and if required, one which could also follow the Countryside masterplan (as stated within the MoU 'Shared Objectives'). Therefore it is unclear on what basis BL & SL could now argue that development of land within the TSDL (as a strategic site allocated in policy) would not be a viable proposition given not only their stated long term ambitions to put forward a Scheme on the land, but also their reliance upon Countryside's masterplanning to do so.

The Council is not in a position to form a properly informed view as to negotiations as it has not been part. The Council has not used all reasonable endeavours to acquire BL & SL land by negotiation.

- 11.44 This assertion is not reasonable as the Council has been involved with the negotiations with the Heaver family and their representatives on several occasions.
- 11.45 The Council originally wrote to landowners on 8 November 2019 stating that although Countryside had been appointed and negotiations were ongoing between landowners and Countryside, it did not preclude landowners from making direct contact with the Council at any stage. There has been back and forward correspondence since between the representatives of the Heaver family and the Council as negotiations with Countryside have progressed.

- 11.46 Countryside regularly updates the Council on the progress made towards land acquisition, as is required by the Development Agreement through both the Sponsor Board and also steering group meetings. Where BL & SL have raised deal structures for voluntary agreements which did not accord with the Guidance, the Council sought advice on the deal structures proposed from Leading Counsel and responded directly to BL & SL's solicitors concerning them.
- 11.47 From the beginning of negotiations the Heaver family was willing to negotiate with Countryside. Following disagreements with the Heaver family on the nature of deal structures between BL & SL, CS South and CS East, Bloor and Countryside, the Council intervened and wrote to the Heaver family representatives to state they agreed with the approach proposed by Countryside and that this approach was in accordance with the Guidance.
- 11.48 As part of this correspondence, the Council offered to enter into the voluntary agreements between BL & SL, Bloor and Countryside setting out the terms on which they wished to do so and restated they approved of the deal structures proposed by Countryside.
- 11.49 The Council is surprised by this allegation as they have been informed of all progress with negotiations, which included explaining why certain deal structures were required and even offered to enter into the voluntary agreements as a party.

Objections of Herbert and Shelagh Heaver, CS East Limited, CS South Limited, Temple Bar Partnership LLP, Denton & Co Trustees Limited

- 11.50 The objections of Herbert and Shelagh Heaver, CS East Limited, CS South Limited, Temple Bar Partnership LLP, Denton & Co Trustees Limited use almost identical grounds of objection to BL & SL.
- 11.51 With regards to the objection of Herbert George Heaver and Shelagh Heaver, this refers to them having an interest within Plots 2, 3 & 16. As is noted in the Statement of Reasons, Plot 2, 3 & 16 were in the process of being transferred to BL & SL and therefore Herbert George Heaver and Shelagh Heaver were recorded in the Schedule to the Order against these Plots, being the vendor parties. It is understood the interests referred to under points (a), (b) and (c) of their objection letter are no longer in existence. Herbert George Heaver and Shelagh Heaver are however still the beneficiaries of restrictions against Plot 15 (in the ownership of CS East Limited) and Plot 17 (in the ownership of CS South Limited). The Heads of Terms to acquire BL & SL's interests, which serve to include the interests of CS East Limited and CS South Limited, are still under negotiation. Countryside has requested they are amended to procure that the restrictive covenants in favour of Herbert George Heaver and Shelagh Heaver are released.
- 11.52 In respect of Temple Bar Partnership LLP it is noted in their objection that they are an occupier of Plots 2, 3 & 4, being Plots which are within the ownership of BL & SL. As part of the Heads of Terms to acquire BL & SL's interests, Countryside has proposed a further provision that vacant possession of Plots 2, 3 & 4 is secured prior to the works on Plots 2, 3 & 4 are undertaken. As is noted within the Table at paragraph 11.5, Herbert Heaver and Shelagh Heaver are the sole designated members of Temple Bar Partnership LLP with Herbert Heaver is registered as a person with significant control.
- 11.53 The grounds of objection are summarised and commented upon as follows.
- The Order is unnecessary;***
- 11.54 Sections 4 & 5 of this Statement set out the purpose of the compulsory acquisition and the justification for the acquisition.
- The Order fails to satisfy the statutory requirements of Section 226 (1)(a) of the Town and Country Planning Act 1990;***
- 11.55 This Statement clearly sets out how the s.226 (1)(a) objectives are delivered at paragraphs 5.12– 5.17.

The Order fails to comply with the Guidance issued by the Ministry of Housing, Communities and Local Government (July 2019), and as a consequence, should not be confirmed by the Secretary of State;

- 11.56 The Council maintains that the Statement of Reasons and this Statement demonstrate that the Guidance has been complied with by the Council and by Countryside as their development partner.

The Council has failed to demonstrate that the Scheme is viable and free from impediments;

- 11.57 The planning position is addressed within paragraphs 8.1– 8.22 and the viability of the Scheme is addressed at paragraphs 7.16– 7.17 of this Statement.

The purposes of the Order could be achieved without the use of compulsory acquisition powers;

- 11.58 Paragraphs 5.18– 5.24 of this Statement address the need for the Order to ensure Scheme delivery and paragraphs 5.25– 5.34 address the failures to deliver the TSDL to date.

The purposes of the Order could be achieved by other means;

- 11.59 Paragraphs 11.12 to 11.23 above highlight the difficulties for the landowners in bringing forward an alternative scheme under the MoU and help to illustrate that there are significantly greater prospects of delivery of TSDL by the Scheme promoted by the Countryside and the Council. Paragraphs 5.21 to 5.24 set out why piecemeal development would risk that the development of the TSDL coming forward in its entirety and fail to provide the necessary infrastructure required.

The confirmation of the Order would amount to an unjustified interference with our client's rights, the deprivation of which will breach our client's rights under Article 1 of the First Protocol to the European Convention on Human Rights;

- 11.60 Interference with Humans Rights is addressed within paragraphs 9.1– 9.5 of this Statement.

The Council has failed to demonstrate that there is a compelling justification for the confirmation of the Order in the public interest.

- 11.61 In this Statement of Case, section 4 addresses the purpose of compulsory acquisition and section 5 sets out the justification for compulsory acquisition. The Council is satisfied that there is a compelling justification for the confirmation of the Order in the public interest.

- 11.62 A further Herbert and Shelagh Heaver, Temple Bar Partnership LLP, Denton & Co Trustees Limited ground of objection is listed as follows:

The Council has failed to explain the basis upon which the extent of the rights are required and justified.

- 11.63 We understand that for Herbert and Shelagh Heaver, Temple Bar Partnership LLP and Denton & Co Trustees Limited, the rights referred to relate to their freehold interests within the Tangmere Medical Centre (where Mr Herbert George Heaver owns land in his own right apart from Shelagh Heaver), which is not being acquired by the Order, but has the benefit of rights over Plots 15, 16 & 17.

- 11.64 Freehold acquisition of Plots 15, 16 & 17 is required to bring forward the TSDL, which includes the ability to acquire the rights within that land, which would interfere with the Scheme. Heads of Terms for Deeds of re-grant have been offered to Herbert George Heaver, Temple Bar Partnership LLP and Denton & Co Trustees Limited where it has been identified that these rights can be re-granted.

11.65 A further Denton & Co Trustees Limited ground of objection is as follows:

The Council has failed to explain why appropriate services for the development cannot be secured directly from the A27 Arundel Road as opposed to seeking to acquire rights over existing services.

11.66 This ground is solely raised by Denton & Co Trustees Limited. Heads of Terms have been issued to Denton & Co Trustees Limited to re-grant their interests within the Order Land should they be acquired, where it has been identified that these rights can be re-granted. Services for the Scheme (as a site of up to 1,300 dwellings) will be provided for as the Scheme progresses and new rights are granted accordingly over the Order land.

Objection of Tangmere Medical Centre

11.67 We understand that the Tangmere Medical Centre is the tenant of Temple Bar Partnership LLP. The freehold of the Tangmere Medical Centre is owned by Denton & Co Trustees, Herbert George Heaver and Temple Bar Partnership LLP.

11.68 The objections of the Tangmere Medical Centre can be summarised as follows:

- a) ***The Medical Centre has not been consulted on the specific implications of the CPO on the medical practice;***
- b) ***The Council has failed to explain why the precise rights set out in the schedule to the Order are required;***
- c) ***Any necessary rights affecting the medical practice could be secured by agreement rather than compulsory acquisition;***
- d) ***The Order would amount to an unnecessary and unacceptable interference with their rights***
- e) ***The Council has not demonstrated that there is sufficient justification for the confirmation of the Order in the public interest.***

11.69 Countryside has offered Heads of Terms to the Tangmere Medical Centre such that their rights will be re-granted should they be acquired under the Order, where it has been identified that these rights can be re-granted. Completion of the voluntary agreement will remove their objection to the Order. The Council anticipates that entering into a voluntary agreement for this purpose will resolve Tangmere Medical Centre's objection to the Order.

11.70 With regards to the objection's comments regarding consultation, a series of consultation events have been held in relation to the development of the TSDL, with each consultation event being held at the Tangmere Village Centre which is next door to the Tangmere Medical Centre. Those with an interest in the land have been contacted throughout the land referencing stage and also have been consulted by letters and circulars from the Council confirming the scheme.

Objection of Bloor

11.71 The objection of Bloor is summarised and commented upon as follows:

There is no demonstrated compelling case in the public interest justifying the inclusion of Bloor's option land in the Order ("Ground 1").

11.72 The land over which Bloor has an option, Plot 16 is in the ownership of BL & SL. Since entering into the Option over Plot 16 in 2012, Bloor has not submitted a planning application for development nor exercised its option over the land.

11.73 Paragraphs 5.18- 5.24 of this Statement set out the need for the Order to ensure Scheme delivery and why piecemeal development of the TSDL is unacceptable.

11.74 No voluntary agreement has yet been exchanged for Plot 16 or to acquire Bloor's Option. It is

still necessary to proceed with the Order to acquire the interest of Bloor's freeholder, BL & SL. If agreements are exchanged with BL & SL and/or Bloor, it is also necessary, given the size of the Order land, to proceed with the Order. The Order would still be required to acquire any unknown interests if they arise and to exercise the powers under the Order in the event of default of obligations within voluntary agreements.

The Council has not demonstrated that there is any justification for the making or confirmation of the Order sufficiently to justify interference with Bloor's rights, the deprivation of which will breach Bloor's rights under Article 1 of the First Protocol to the European Convention on Human Rights ("Ground 2").

- 11.75 This Statement addresses the justification for interference with Human Rights at paragraphs 9.1– 9.5, the purpose of compulsory acquisition at paragraphs 4.1– 4.5 and justification for compulsory acquisition at paragraphs 5.1 – 5.34.
- 11.76 The particulars of the objection include reference to Bloor being committed to bringing forward development proposals which will be in compliance with the development plan. It is noted that Bloor since the entering into the Option Agreement in 2012 has not submitted either a masterplan or a planning application for the development of Plot 16 or sought its development. Without the intervention of the Order, it would seem unlikely that any engagement from landowners to bring forward the Scheme independently would have occurred. Bloor also states that there is an absence of a clear contractual arrangement through which Countryside will deliver the scheme, this point is covered at 11.28– 11.31 above.
- 11.77 The objection states that the public benefit is equally well served by letting the negotiations continue to their expected conclusion. It is the case that although agreements are being negotiated, they have not yet exchanged. It is not credible for Bloor to argue that anticipated 'progress towards an agreement between landowners' is equivalent to the relative certainty in respect of land assembly and delivery given by the Order. Given the pressing need for the Scheme and requirement for all Plots to be secured within a reasonable timeframe, Plot 16 must remain within the Order land.

Alternative Proposals have been and are being put forward by Bloor in conjunction with the development partner selected by the Council in connection with the promotion of the Order ("Ground 3").

- 11.78 Bloor has been in receipt of Heads of Terms for a voluntary agreement between Bloor and Countryside since 13 November 2020. Tripartite Heads of Terms were issued in November 2018 to the landowners of Plot 16, who initially insisted on seeking to negotiate separately with Bloor to vary Bloor's option over that land as part of those negotiations.
- 11.79 Bloor repeatedly refers to a 'Collaboration Agreement' in their objection letter. To clarify there are presently two Heads of Terms being offered to Bloor, both of which are still to be agreed. It is unclear which arrangement they consider to be a Collaboration Agreement. To clarify, the two Heads of Terms offered relate to; (i) a tripartite agreement to acquire both the interests of BL & SL, CS East Limited and CS South Limited and Bloor's Option (effectively varying the existing Option), which is between those parties and Countryside ("the Tripartite Agreement"); and; (ii) a direct agreement between Bloor and Countryside to grant them an interest in the scheme following the compulsory acquisition of Plot 16 ("the Direct Agreement").
- 11.80 Countryside suggested the Direct Agreement between Countryside and Bloor given the failure of BL & SL, CS South Limited and CS East Limited to agree a tripartite deal with both Countryside and Bloor.
- 11.81 It is wrong to characterise the Direct Agreement between Bloor and Countryside as an alternative scheme for the TSDL. It would only relate to Plot 16. The acquisition of Plot 16 is part of a wider land assembly strategy for the entire TSDL and the subsequent comprehensive delivery of the Scheme over it, with Countryside acting as master developer. As is stated within Paragraphs 5.22 to 5.24, piecemeal development of the TSDL is unacceptable.
- 11.82 As within Ground 2, Bloor appear to be arguing that because the Council and Countryside are

moving closer to delivering a comprehensive Scheme by negotiation, with the prospect of the Order to assemble any land not acquired by voluntary agreement, that this is a reason for no longer proceeding with the Order for Plot 16. Progress on a voluntary agreement does not necessarily guarantee it will exchange.

- 11.83 It is the case that if neither the Direct Agreement and/or the Tripartite Agreement is exchanged, the Order is needed to acquire the interests of both BL & SL, CS South Limited, CS East Limited and Bloor, given the need to ensure that all the land required for the Scheme can be secured within a reasonable timescale. Ownership of the entirety of the Order Land is necessary to enable the Scheme to proceed.

The Council has progressed the Order process prematurely in respect of both making and seeking confirmation of the Order as regards the land in which Bloor is interest without appropriate regard to the stage of negotiation between the Parties (“Ground 4”).

- 11.84 Bloor does not contend that the attempts at settlement have not been meaningful.
- 11.85 Negotiations began with Bloor directly on 11 November 2020. Engagement with Bloor by Countryside was delayed following a request by the Heaver family that direct negotiations were completed with them, with the Heaver family then negotiating directly with Bloor to renegotiate the option agreement dated 21 December 2012.
- 11.86 Given the lack of progress negotiating with the Heaver family on the Tripartite Agreement, Countryside had to resort to negotiating directly with Bloor. This led to the negotiation of the separate Direct Agreement.
- 11.87 It is still the case, as stated above, that until the voluntary agreements exchange, there is no guarantee that voluntary agreements will be concluded. Given the pressing need for all the land required for the Scheme to be secured within a reasonable timeframe, the land must remain in the Order.
- 11.88 The objection refers to the MoU. Commentary regarding the MoU is provided in responding to the objection of BL & SL at paragraphs 11.12 to 11.23 above. This indicates that any alternative proposal by the landowners would be several years behind the proposals advanced by Countryside and the Council. The fact a MoU was provided by the current landowners indicates the necessity for a policy compliant comprehensive scheme for the TSDL and also the need for agreements between all the landowners that sit behind this (for instance the selection of a development partner and for land equalisation).
- 11.89 The reality is that there has been a failure by the landowners to deliver the TSDL to date against the pressing need for the Scheme. This is set out within paragraphs 5.25– 5.33 of this Statement.
- 11.90 There is still no agreement between all the landowners and given that the Church Commissioners and the Pitts family have signed Heads of Terms with Countryside, it would appear very unlikely that an alternative scheme for the comprehensive development will be advanced ahead of the delivery of the Scheme by the Council and Countryside, if at all.

The Church Commissioners Land (Plots 9, 10, 11 & 12) and the Pitts Land (5, 6, 13 and 14)

Objection of the Church Commissioners for England, Deidre Pitts, Michael Pitts, Diana Pitts and Valerie Young and Andrew Pitts

- 11.91 The Church Commissioners for England, Deidre Pitts, Michael Pitts, Diana Pitts and Valerie Young and Andrew Pitts have negotiated jointly with Countryside to agree Heads of Terms for a voluntary agreement. Their objections will be withdrawn on exchange of this voluntary agreement.
- 11.92 Deidre Pitts, Michael Pitts, Diana Pitts and Valerie Young together with Andrew Pitts (“the Pitts

family”) are separately represented and have objected in their own right. They have submitted letters of objection which in turn adopt the objection submitted by Town Legal on behalf of the Church Commissioners.

11.93 The Council considers the objections submitted to be holding objections, pending the exchange of the voluntary agreement.

11.94 The Council is confident that these objections will be withdrawn in advance of the Inquiry.

11.95 The objection submitted by Town Legal LLP (and adopted by the Pitts family) can be summarised and commented upon as follows:

An objection is being filed in case the Heads of Terms are not finalised into a legally binding agreement and a public inquiry will be required if an Agreement not entered into.

11.96 Countryside has negotiated and agreed detailed Heads of Terms with both sets of landowners (Church Commissioners and the Pitts family) at their request. All parties have instructed solicitors and a draft voluntary agreement has been produced. Upon exchange of this voluntary agreement the parties will withdraw their objection to the Order.

11.97 It is expected that this voluntary agreement will be exchanged prior to the commencement of an Inquiry.

The Council have not demonstrated that compulsory purchase powers are necessary in this case, the Church Commissioners have demonstrated they would enter into a contract with Countryside direct.

11.98 The Order has been made to ensure that all the land required for the Scheme can be secured within a reasonable timescale, therefore maintaining the viability and deliverability of the Scheme. The agreements referred to have still not yet exchanged and therefore the Church Commissioners and Pitts family land remains within the Order.

Under CPO Guidance it is necessary to consider alternative proposals put forward by landowners. The Church Commissioners and the other landowners are proposing to put forward a policy compliant development for the delivery of housing and infrastructure (shown in MoU)

11.99 The Heads of Terms which will withdraw the Church Commissioners and Pitts family objections were signed after the MoU was entered into. The Council has addressed the MoU in responding to the objection of BL & SL above. It is clear that any alternative scheme advanced by the other landowners would be several years behind that advanced by Countryside and the Council.

11.100 Neither the Church Commissioners nor the Pitts Family has approached the Council to discuss an alternative scheme since the appointment of Countryside as development partner of the Council in August 2018, despite being invited to discuss the MoU.

Compulsory purchase in this case is premature and not matter of last resort.

11.101 Although Heads of Terms have been agreed, the voluntary agreements have not yet been exchanged. Negotiations have continued for over two years, during which time the pressure to progress with the Scheme has remained. Sufficient time is remaining prior to the potential Inquiry date to exchange the voluntary agreements.

Premature to apply for compulsory purchase powers when Countryside has not yet applied for planning permission.

11.102 An outline planning application was submitted in respect of the Scheme in November 2020, and is due to be heard at a committee date on 31 March 2021. The Scheme is consistent with planning policy at both a national and a local level, and there is no reason to believe that

planning permission will not be forthcoming.

Further objections of the Church Commissioners may include:

- i) Assessment of Countryside TDSL scheme against the planning framework**
- ii) Assessment of financial viability and deliverability of the Countryside TSDL scheme (including provision of supplemental development agreement and external independent viability advice).**

11.103 Paragraphs 8.1 - 8.27 of this Statement addresses the planning framework and the application submitted.

11.104 Paragraphs 7.16– 7.17 of this Statement addresses the financial viability and deliverability of the Scheme.

Objection of Seaward Properties Limited

11.105 Seaward Properties Limited (“Seaward”) has the benefit of an option over Plots 6 & 13 those plots being land in the ownership of the Pitts family.

11.106 Seaward signed Heads of Terms with Countryside on 16 December 2020. These Heads of Terms were in the process of being negotiated at the time the objection was submitted. The objection does not reference that Heads of Terms have been agreed with the Church Commissioners and Pitts family, notwithstanding the Heads of Terms agreed with Seaward directly relate to options over the Pitts family’s land.

11.107 Seaward have appointed solicitors to act on their behalf and an undertaking for their legal costs has been given by Countryside. The drafting for the voluntary agreement will be undertaken by Countryside’s solicitors. It is anticipated that the voluntary agreement will be exchanged and this objection will be withdrawn prior to the start of the Inquiry.

11.108 The objection of Seaward can be summarised as follows:

The land being acquired is not needed because there is an alternative means of bringing about the Order.

11.109 The MoU is discussed at paragraph 11.12 - 11.23 in relation to the objection of BL & SL. The Council considers that any landowners’ scheme would be several years behind that of the Scheme being promoted by the Council and Countryside. Paragraphs 5.18– 5.34 of this Statement set out the need for the Order to ensure Scheme delivery, why comprehensive development of the TSDL is required and the failure of the landowners to deliver the TSDL to date.

There have been inadequate attempts to acquire the interests in the Tangmere site by agreement. In particular, not enough time has been allowed for the negotiations to progress.

11.110 Heads of Terms were issued in November 2018 and negotiations have been continuing since that time. This has allowed over two years for negotiations. Countryside has signed Heads of Terms with the landowners to which Seaward has an option. Indeed, Countryside has also signed Heads of Terms with Seaward itself. The Council considers there is sufficient time to exchange voluntary agreements with both the Church Commissioners and the Pitts family prior to the start of the Inquiry.

11.111 The objection also refers to the wrong date in respect of when the Development Agreement was signed; it was 5 February 2019 rather than 5 February 2020. Therefore over two years has passed within which Heads of Terms have been negotiated and signed with two thirds of the landowners of the TSDL. The Order has been made to ensure that all the land required for the Scheme can be secured within a reasonable timescale. Ownership of the entirety of the Order Land is necessary to enable the Scheme to proceed.

The manner of implementation of the scheme is challenged.

- 11.112 The objection appears to misunderstand that the Council's Masterplan for the site was prepared by Countryside and has been endorsed by the Council's Planning Committee. It is considered to be a 'stepping stone' between the existing allocation and the outline planning application which has now been submitted.
- 11.113 Paragraphs 5.18– 5.34 set out the need for the Order to ensure Scheme delivery, the infrastructure requirements of the TSDL and why comprehensive development of the TSDL is required.

Impact of compulsory purchase on local businesses is unacceptable.

- 11.114 Heads of Terms have now been agreed with Seaward. It is anticipated that the voluntary agreement between Countryside and Seaward will be exchanged prior to the start of the Inquiry.

Other objectors to the Order

Objection of Saxon Meadow Tangmere Limited and Saxon Meadow Residents

- 11.115 The objection of Saxon Meadow Tangmere Limited ("SMTL") and the Saxon Meadows residents relates principally to Plot 8, although the Council has identified that there are overlapping interests of SMTL with other parties with an interest within Plots 7, 8A & 8B.
- 11.116 The SMTL and Saxon Meadow Residents objection is as follows:
- a) Loss of essential outdoor space,***
 - b) Anti-social behaviour,***
 - c) 365 degrees of disturbance; and***
 - d) Mis-leading CPO Order and Neighbourhood Plan.***
- 11.117 It is noted that the objections raised are not grounded in objection to a compulsory purchase order, but are framed as objections to a planning application, relating as they do to use of land.
- 11.118 The objection fails to note that both the Council and Countryside have been seeking to engage with the management company at Saxon Meadow (SMTL) since the appointment of Countryside as development partner in September 2018. After a period of non-engagement, SMTL began engaging with representatives of Countryside in September 2019.
- 11.119 As is identified in the Statement of Reasons, Countryside made a detailed offer to SMTL on 18 September 2020 to acquire Plot 8 and address the areas of overlap within Plots 7, 8A & 8B. The Heads of Terms were prepared following negotiations with SMTL and sought to reflect their concerns at that time.
- 11.120 The objection requests that the area of land take of Plot 8 is reduced. This is stated to be a solution to their objection. The reduction in the size of Plot 8, in order to create a 'buffer zone', had not been previously raised with Countryside or the Council. Rather, the issue only became apparent when the objection was submitted.
- 11.121 In order to try to accommodate SMTL and the Saxon Meadow Residents, Countryside and the Council have reviewed the provision of a buffer zone and SMTL retaining the proportion of Plot 8 which they have requested, for use as private communal amenity space for the Saxon Meadow Residents.
- 11.122 This would result in a minor change to the outline planning application to reduce the planning application redline area. If the change can be accommodated in planning terms, the Council will formally request that should the Secretary of State be minded to confirm the Order, this is done with a modification to Plot 8 to remove the section of land which will be retained by

SMTL. Attached at Appendix 7 is a plan of the reduced area which has been agreed by SMTL.

11.123 By making this modification, the objection of SMTL and the Saxon Meadow Residents would be overcome.

11.124 Countryside will continue to negotiate a deal to acquire the reduced area of Plot 8 voluntarily which will still be within the Order.

Objection of SGN

11.125 The objection of SGN can be summarised as follows:

- a) **SGN is a licensed Gas Transporter and statutory undertaker.**
- b) **SGN's undertaking is adversely affected by the proposed acquisition of rights as SGN owns and operates Low and Medium pressure gas apparatus within the proposed CPO limits.**

11.126 SGN wishes to retain its infrastructure and its rights of access to inspect repair and renew its apparatus.

11.127 Countryside has issued Heads of Terms to SGN and is currently involved in negotiations to resolve their objections. The Council is confident that this objection will be resolved in advance of Inquiry. In any event the objector's interests will be protected during and post construction of the Scheme.

Objection of Mr Steve Murphy, 113 Cheshire Crescent, Tangmere

11.128 Mr Murphy is the owner of 113 Cheshire Crescent, whose back garden meets the edge of the Order land on the northern edge of Plot 6.

11.129 The objection of Mr Murphy is as follows:

I purchased this property originally back in 1997 as a joint venture and then as a whole in 2004. When the property was purchased there was no fence to the rear boundary of any description. I built a block wall with a gated entrance so I could walk my dogs around the surrounding fields. I am now under the impression that my right of access is now to be removed even though the access has been in place since 1997. I therefore wish to voice my objection to this denied right of access. It is my understanding that the land to the rear of my property will be public parkland anyway so see no reason for the refusal of access which is already in place.

11.130 Mr Murphy is suggesting that he has accrued a right of access over Plot 6.

11.131 The land onto which Mr Murphy's gate would access is proposed to form one of the principal areas of public open space within the Scheme, including sports pitches and an associated sports pavilion. The detailed layout and design of this area will be sensitively considered to reflect the proximity of the Grade 1 listed St Andrew's Church to the south. Development on this land will also include new boundary treatments for safety, security and visual amenity reasons, as well as significant new landscaping.

11.132 The gated access on Plot 6 and any alleged right onto the Order land is not compatible with the Scheme and consequently any right of access must be acquired by the Order

Objection of Mr Richard Bryant

11.133 Mr Bryant does not appear within the Schedule to the Order and the Council does not believe he has an interest within the Order land. Therefore Mr Bryant is not considered to be a qualifying objector. His objection would appear to be concerning development in the Chichester area more generally rather than a specific objection to the Order itself.

12. **Core Documents**

The core documents listed in Appendix 2 to this Statement are available for inspection at the Council's offices at East Pallant House, Chichester, West Sussex, PO19 1TY until the date of commencement of the Inquiry. Due to the ongoing COVID-19 restrictions, such inspection is only possible by prior appointment between the hours of 9am and 4pm Monday to Friday. Please contact Customer Services on contact@chichester.gov.uk to make an appointment.