

Appendix 5

Memorandum of Understanding dated 30 July 2020

Dated 30th July 2020

MEMORANDUM OF UNDERSTANDING

PARTIES

- 1) **CHURCH COMMISSIONERS FOR ENGLAND** of Church House, Great Smith Street, London, SW1P 3AZ (**'Church Commissioners'**).
- 2) **BOSHAM LIMITED** (incorporated and registered in England and Wales with company number 1145803) and **SHOPWYKE LIMITED** (incorporated and registered in England and Wales with company number 11145921) both of whose registered office is 22 Chancery Lane, London, England, WC2A 1LS (**'Bosham and Shopwyke'**).
- 3) **DEIRDRE JANE PITTS, MICHAEL WILLIAM PITTS, DIANA MARY PITTS AND VALERIE ANN YOUNG**, c/o Foot Anstey LLP of The White Building, 1-4 Cumberland Place, Southampton, SO15 2NP (**'Trustees'**).
- 4) **ANDREW JOHN PITTS** of Woodhorn Farm, Oving, Chichester, West Sussex PO20 2BX (**'Pitts'**).
- 5) **CS EAST LIMITED** incorporated and registered in England and Wales with company number 08333699 whose registered office is New Kings Court Tollgate, Chandler's Ford, Eastleigh, Hampshire, SO53 3LG (**'CS East'**).
- 6) **CS SOUTH LIMITED** incorporated and registered in England and Wales with company number 08333692 whose registered office is New Kings Court Tollgate, Chandler's Ford, Eastleigh, Hampshire, SO53 3LG (**'CS South'**).

(together referred to as **'the Parties'** and **'Party'** shall mean any of the Parties)

RECITALS

WHEREAS:

- A. The Church Commissioners are the freehold owners of the land registered at the Land Registry under title numbers WSX323459, WSX323472, and WSX323495 (**'Church Commissioners Land'**).
- B. Bosham and Shopwyke are the freehold owners of the land known as land at Copse Church Farms Tangmere Chichester registered at the Land Registry under title number WSX217492 (**'Bosham and Shopwyke Land'**).

- C. The Trustees are the freehold owners of the land known as land on the north and south sides of Church Lane Tangmere Chichester at Tangmere registered at the Land Registry under title number WSX345601 (**'Trustees Land'**).
- D. Pitts is the freehold owner of the land known as land on the south side of and lying to the south of Westhampnett Road, Chichester Land on the south side of and lying to the north of Tangmere Road, Tangmere registered at the Land Registry under title numbers WSX183664 and WSX283778 (**'Pitts Land'**).
- E. CS East are the freehold owners of the land known as Tangmere Chichester registered at the Land Registry under title number WSX355210 and CS South are the freehold owners of the land known as land at Tangmere Chichester registered at the Land Registry under title number WSX355209 (together the **'CS East/ CS South land'**).
- F. Parts of the Church Commissioners Land, parts of the Bosham and Shopwyke Land, the Trustees Land, parts of the Pitts Land, and parts of the CS East / CS South Land fall within the Tangmere Strategic Development Location (**'TSDL'**). The TSDL was allocated in policy 18 of the adopted Chichester Local Plan: Key Policies 2014-2029 (**'Local Plan'**) as a strategic development location for the provision of 1,000 homes and associated infrastructure including a school, open space, and community facilities. Policy 7 of the Local Plan requires development of the TSDL to be planned through a comprehensive master planning process.
- G. The Tangmere Neighbourhood Plan 2014-2019 (**'Neighbourhood Plan'**) was made on 19 July 2016. The Neighbourhood Plan identifies a specific set of strategic development principles for the TSDL.
- H. The Council entered into a development agreement with Countryside Properties (UK) Limited (**'Countryside'**) on 5 February 2019 to bring forward and facilitate a residential-led development of the TSDL (**'Development Agreement'**). The Development Agreement provides for an indemnity for the Council's costs of bringing and making a compulsory purchase order, the costs of acquisition of the land interests, and the payment of compensation. The Development Agreement also requires Countryside to prepare and submit an outline planning application for the development of the TSDL.
- I. A masterplan for the TSDL (**'Masterplan'**) was submitted to Chichester District Council (**'Council'**) by Countryside in November 2019 and endorsed by the Council on 8 January 2020. The Masterplan sets out a broad approach for the future development of the TSDL seeking to explain and illustrate the essential place-making principles to deliver the TSDL and outlining how the TSDL is proposed by Countryside to be brought forward and comprehensively developed.
- J. The Council are currently reviewing the Local Plan. Policy AL14 is an emerging policy in the Local Plan- Preferred Approach which relates to the TSDL and proposes increasing the provision of dwellings from 1,000 to a minimum of 1,300 units.
- K. On 5 March 2020, the Council resolved in principle to make the Chichester District Council (Tangmere) Compulsory Purchase Order 2020 (**'Order'**) under section 226(1)(a) of the Town and Country Planning Act 1990 to compulsorily acquire the land interests (**'Order Land'**) to facilitate Countryside's proposed development of land at Tangmere, including the TSDL.

- L. Plots 2, 3, and 4 of the Order Land relate to the Bosham and Shopwyke Land. Plots 5, 13 and 14 of the Order Land relate to the Trustees Land. Plots 6, 7 and 16 of the Order Land relate to the Pitts Land. Plots 9, 10, 11 and 12 of the Order Land relate to the Church Commissioners Land. Plots 15 and 17 of the Order Land relate to the CS East / CS South Land.
- M. The Parties are strongly opposed to the principle and details of the proposed Order, among other things, on the grounds that it is not necessary in the public interest to compulsorily acquire their land interests when they are working together to bring forward their respective land holdings to deliver the policy-compliant development of the TSDL for the delivery of housing and infrastructure in accordance with the strategic objectives in the Local Plan and have the necessary resources and expertise to achieve this.
- N. The Parties agree that their shared objectives (**'Shared Objectives'**) are:
- a. The protection of the value of their respective land holdings;
 - b. Maximising the value of their respective land holdings by jointly:
 - i. Either:
 1. Promptly bringing forward an alternative masterplan for the TSDL pursuant to Policy 7 of the Local Plan; or
 2. Promptly promoting a scheme which is in line with the Masterplan approved by the Council on 8 January 2020; and
 - ii. Thereafter promptly bringing forward 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 and the Masterplan or alternative masterplan referred to in b(i)(1) above;
 - c. To robustly pursue a joint objection to the principle and details of the proposed Order;
 - d. To agree an appropriate equalisation methodology approach to determine the value to be applied across their respective land holdings; and
 - e. To 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 housing need in the area.
- O. This memorandum of understanding sets out the principles governing the Parties Shared Objectives in relation to the TSDL in respect of which they wish:
- a. To continue co-operating and collaborating; and

- b. To promptly agree and implement a joint strategy (**'Joint Strategy'**) to achieve the Shared Objectives.
- P. The Bosham and Shopwyke Land, the Trustees Land, and the Pitts Land are subject to agreements which give development partners or other persons with an interest in their respective land parcels an option to acquire all or parts of their respective land holdings in certain circumstances. The Parties acknowledge that in agreeing and implementing the Shared Objectives and the Joint Strategy that Bosham and Shopwyke, the Trustees, and the Pitts are unable to do anything that is in breach of the terms of such agreements.

IT IS HEREBY AGREED AND DECLARED by and between the Parties hereto as follows:

TERMS

1. 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; and
 - c. Agree a procurement and delivery strategy and demonstrate that the policy objectives can be achieved without the need for the Order.
2. To enable the Parties to maximise the benefits of their collaboration, the Parties shall use reasonable endeavours to:
 - a. Promptly agree the Joint Strategy to achieve the Shared Objectives to be reviewed and updated from time to time;
 - b. Engage the other Parties in discussions in relation to the Shared Objectives and Joint Strategy for the TSDL;
 - c. Keep the other Parties informed about their own progress in relation to implementing the Shared Objectives and Joint Strategy for the TSDL;
 - d. Facilitate regular discussions and meetings between appropriate members of its personnel and those of the other Parties in relation to the Shared Objectives and Joint Strategy for the TSDL;
 - e. Supply to the other Parties or its authorised representatives such information and such assistance as may reasonably be requested from time to time to enable the other Parties to pursue the Shared Objectives and Joint Strategy for the TSDL; and
 - f. Review documentation as soon as reasonably practicable at the request of the other Parties in relation to the Shared Objectives and Joint Strategy for the TSDL.

3. Each Party agrees to seek its own professional advice on planning, compulsory purchase, and other matters relating to the TSDL as and when it considers necessary or desirable to do so but to share this advice where appropriate with the aim of achieving the Shared Objectives.
4. Each Party shall:
 - a. Not be entitled to charge the other Parties for the provision of anything it provides in connection with implementing the principles of this memorandum of understanding; and
 - b. Be otherwise responsible for its own costs incurred in connection with the preparation and implementation of the principles of this memorandum of understanding.
5. Nothing in this memorandum of understanding restricts the Parties' rights to conduct its own business activities or arrangements in relation to the Parties' respective land holdings.
6. Nothing in this memorandum of understanding is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.
7. Each Party may at any time withdraw from this memorandum of understanding in relation to that Party's obligations contained on notice in writing being provided to the other Parties.
8. This memorandum of understanding may be executed in any number of counterparts, each of which is an original and which, together, have the same effect as if each Party had executed the same document.
9. Each party hereby confirms its agreement to the terms contained in this memorandum of understanding.

IN WITNESS whereof this memorandum of understanding has been executed as a Deed by the parties hereto but not delivered until the day and year first before written.

Executed as a DEED by the Church Commissioners for England acting by two authorised signatories

Signature of Authorised Signatory Mark Jones

Signature of Authorised Signatory Joanna Herring

Executed as a deed by **BOSHAM LIMITED** acting by its two directors:

Signature of first Director: _____

Signature of second Director: _____

Executed as a deed by **SHOPWYKE LIMITED** acting by its two directors:

Signature of first Director: _____

Signature of second Director]: _____

Signed as a deed by **DEIDRE JANE PITTS** as Trustee in the presence of:

Signature: _____

Signature of witness: _____

Name (in BLOCK CAPITALS): _____

Address: _____

Signed as a deed by **MICHAEL WILLIAM PITTS** as Trustee in the presence of:

Signature: _____

Signature of witness: _____

Name (in BLOCK CAPITALS): _____

Address: _____

Signed as a deed by **DIANA MARY PITTS** as Trustee in the presence of:

Signature: _____

Signature of witness: _____

Name (in BLOCK CAPITALS): _____

Address: _____

Signed as a deed by **VALERIE ANN YOUNG** as Trustee in the presence of:

Signature: _____

Signature of witness: _____

Name (in BLOCK CAPITALS): _____

Address: _____

Signed as a deed by **ANDREW JOHN PITTS** in the presence of:

Signature: _____

Signature of witness: _____

Name (in BLOCK CAPITALS): _____

Address: _____

Executed as a deed by **CS EAST LIMITED** acting by its two directors:

Signature of first Director: _____

Signature of second Director]: _____

Executed as a deed by **CS SOUTH LIMITED** acting by its two directors:

Signature of first Director: _____

Signature of second Director]: _____