

## **Appendix 6**

Development Agreement dated 5 February 2019 and Supplemental Development Agreement  
dated 3 April 2020

Formula B  
10:55  
Greer-Walker/Kerr

## **Development Agreement**

relating to land at Tangmere, Chichester, West Sussex

- (1) Chichester District Council
- (2) Countryside Properties (UK) Limited

Dated 5 February 2019

### **Osborne Clarke LLP**

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DMK/1096562/O40381535.1/DMK

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This Agreement is made on

5 February

2019

Between:

- (1) **Chichester District Council** of East Pallant House, Chichester, West Sussex PO19 1TY ("**Council**");
- (2) **Countryside Properties (UK) Limited** (company number 00614864) whose registered office is at Countryside House, The Drive, Brentwood, Essex CM13 3AT ("**Developer**").

It is agreed as follows:

## 1. Objectives

- 1.1 The Council has powers under Part I of the Local Government Act 2000 to improve the social environmental and economic well-being of its area.
- 1.2 The Council considers that the carrying out of the Development will improve the social environmental and economic well-being of its area and will be in the public interest and that the entering into and the carrying into effect of this Agreement and the matters associated therewith or incidental thereto will be in accordance with its power under Section 2 of the Local Government Act 2000 and Sections 226 (1)(a) and 226(1A) of the 1990 Act.
- 1.3 The Developer has been selected as the delivery partner for the Development and has sought the assistance of the Council in exercising its compulsory purchase powers to complete the land assembly of the Property and to improve the social environmental and economic well-being of its area in accordance with the Programme and the Phasing Strategy.
- 1.4 On 8 October 2013, the Council approved publication of the *Five Year Housing Land Supply 2014 – 2019* plan, and the general approach for the Council to use its CPO powers if necessary to deliver the same;
- 1.5 On 7 June 2016, the Council resolved that a valuer be instructed to value the site, and solicitors appointed to advise on the process. On that basis the Council were to appoint consultants to prepare a masterplan for the Property and set funding aside for the same.
- 1.6 On 11 July 2017 the Council resolved to use its CPO powers to facilitate comprehensive development at the Property and to commence work on the selection process for a suitable development partner to deliver the development.
- 1.7 On 4 September 2018 the Council approved the selection of the Developer and the entry into this Agreement.

## 2. Definitions and Interpretation

- 2.1 In this Agreement unless the context otherwise requires the following expressions shall have the following meanings:

**"1990 Act"** the Town and Country Planning Act 1990.

**"Advance Payment"** means any payment which the Council is lawfully required to make in respect of the Property under the provisions of sections 52 and 52A, Land Compensation Act 1973.

**"Agreement"** means this Agreement which is executed as a deed.

**"Alternative Counsel"** means leading planning counsel other than Counsel as determined by the Developer in consultation with the Council.

**"Authority"** any statutory, public, local or other authority or any court of law or any government department or any of their duly authorised officers.

**"Blight Notice"** means a notice served under the provisions of section 150 of the 1990 Act in respect of an Outstanding Interest due to the CPO.

**"Challenge Period"** means whichever of the following apply:

- (a) the period of 3 months following (i) the decision of the Council to make the CPO; and (ii) any subsequent resolution to amend modify renew or re-affirm the decision to make the CPO;
- (b) the period of 6 weeks following confirmation of the CPO;
- (c) the period of 3 months following an order notice or act to which the remedy of judicial review might be applicable in relation to the making or implementation of the CPO;
- (d) the period of 10 working days following any order action or decision of any court in a Judicial Challenge.

**"Claimant"** means a person entitled to the payment of compensation as a consequence of the making and/or implementation of the CPO who is not an Owner.

**"Common Objectives"** means:

- (a) adhere to relevant adopted local planning policy, in particular the Chichester Local Plan, the Tangmere Neighbourhood Plan and the National Planning Policy Framework in respect of delivery of the Development (the **"Overriding Objective"**); and
- (b) without prejudicing delivery of the Overriding Objective, optimise the Development such that value is maximised.

**"Completion"** means actual completion of the sale and purchase of the Council's Acquired Site to the Developer by the Council.

**"Completion Date"** means in respect of any part(s) of the Council Acquired Site:

- (a) acquired by GVD, the later of:
  - (i) the date 10 Working Days after the date the CPO and GVD both become Immune from Challenge; and
  - (ii) the Vesting Date for that part of the Council Acquired Site;
- (b) acquired by private treaty (including land acquired following receipt of any Blight Notice) the date when the Council acquires such interests,

or such other date or dates as shall be agreed by the parties acting reasonably.

**"Confirmed Outstanding Interests"** means all Outstanding Interests within the CPO which has been confirmed by the Secretary of State and has become Immune from Challenge.

**"Contract Notice"** means a notice served by the Developer on the Council confirming that the Developer has entered into contracts to acquire all of the Outstanding Interests.

**"Council Acquired Site"** means the whole or such part or parts of the Property as shall become vested in the Council pursuant to the CPO and any GVD (or as a result of serving Notice to Treat and subsequently taking possession) made pursuant to the CPO or acquired by private treaty by the Council by other means at any time (but for the avoidance of doubt

excluding any part or parts of the Property which are vested in the Developer at the date of any GVD/Notice of Entry/Notice to Treat and consequently are not acquired by the Council).

**"Council's Solicitors"** means Davitt Jones Bould of 12-14 The Crescent, Taunton, TA1 4EB (reference 10898.0004/MGW) or such other solicitors as the Council shall appoint and notify in writing to the Developer.

**"Counsel"** means such leading planning counsel as the parties shall agree or (failing agreement) as shall be determined by the Expert.

**"CPO"** means one or more compulsory purchase orders (including any substitute or supplementary order) to be made by the Council to acquire the Outstanding Interests in accordance with the provisions of Schedule 3.

**"CPO Costs"** means the aggregate of all proper and reasonable compensation and statutory costs and expenses whatsoever payable to all Owners and Claimants and all reasonable and proper administrative/project management/acquisition/ professional/other costs and expenses (including any Relevant Expenses and any in house staff (including Council officers) and administrative costs of the Council) reasonably and properly incurred or to be incurred by the Council whether before or after the date hereof to commence, proceed and complete the CPO procedure arising from or in connection with the preparation for and the making and obtaining confirmation of and the implementation of the CPO (whether the same are (where relevant) agreed with the relevant Owner or Claimant or determined by the Upper Tribunal (Lands Chamber) or the court or other competent third party) including without limitation:

- (a) the purchase price or any compensation for or in respect of any Outstanding Interest which the Council acquires:
  - (i) pursuant to or in advance of the CPO; or
  - (ii) as a result of any Blight Notice; or
  - (iii) by agreement in advance of the GVD subject to the same having first been approved by the Developer pursuant to this Agreement;
- (b) any payment under the Compulsory Purchase Act 1965 or the Land Compensation Acts 1961 and 1973 made as a result of the acquisition of or interference with any land interest or right within or over the Property (including for the avoidance of doubt any payment pursuant to sections 23-29 of and Schedule 3 to the Land Compensation Act 1961);
- (c) any statutory interest and any costs payable to any Owner or Claimant (including without limitation interest which may be payable by virtue of the Council taking possession of any land or interest referred to in paragraphs 2.1(a) and 2.1(b) of this definition before the amount of any payments referred to in those paragraphs have been agreed);
- (d) any reasonable legal valuation or other costs and expenses reasonably and properly payable to an Owner or Claimant;
- (e) all disturbance and basic loss payments to which any Owner or occupier is entitled;
- (f) the purchase price or any compensation (including any payment for severance or injurious affection) payable as the result of the severance of land in common ownership and the cost of accommodation works the Council is required to carry out as a result of the CPO in respect of land not included in the CPO and not otherwise acquired by the Council;
- (g) the costs of any GVD, Notice to Treat, Notice of Entry or any other procedures necessary to secure possession of any part of the Property;

- (h) any Advance Payment;
- (i) any compensation payment pursuant to the operation of provisions of sections 236 or 237 of the 1990 Act;
- (j) all payments arising from or in connection with any order made under the 1990 Act or the Highways Act 1980 and/or any other relevant legislation in relation to the temporary or permanent diversion or closure of any highway or the extinguishment of any right to use or any restriction upon the use of any highway where such order has been made to facilitate the Development;
- (k) a sum or sums equal to any VAT payable by the Council arising for whatever reasons whether directly or indirectly as a result of the implementation of the matters contemplated in this Agreement or in respect of any of the CPO Costs save to the extent that the Council obtains repayment or credit in respect of the same;
- (l) any proper cost incurred by the Council pursuant to Part 3 of the Land Compensation Act 1973 or otherwise.

**"Dates"** means those referred to in the Programme (as may be varied from time to time in accordance with this Agreement).

**"Developer's Solicitors"** means Osborne Clarke LLP of One London Wall, London EC2Y 5EB (reference WDJG/1096562) or such other solicitors as the Developer shall appoint and notify in writing to the Council.

**"Development"** means a high quality sustainable residential led development of the Property.

**"Expert"** means a person appointed and acting in accordance with Schedule 2.

**"Force Majeure"** means any delay by reason of the following:

- (a) force majeure or any other event or act which may reasonably be deemed to be beyond the control of the Developer or its contractors or consultants and which could not reasonably have been apprehended at the date of this Agreement;
- (b) any material breach by the Council of any obligation on its part under this Agreement or any unreasonable delay by the Council in granting approval or consent or giving notice of its refusal to do so for any matter for which its approval or consent is required under the provisions of this Agreement; or
- (c) any material slippage or delay to the grant of the Planning Permission beyond the control of the Developer.

**"Group"** means in relation to a company, that company, any company of which it is a Subsidiary (its holding company) and any Subsidiary of such company or its holding company; and each company in a Group is a member of such Group. Unless the context requires otherwise, the application of the definition of Group to any company at any time shall apply to the company as it is at the time.

**"GVD"** any one or more general vesting declarations made by the Council pursuant to the CPO.

**"Immune from Challenge"** means the Challenge Period has expired and any proceedings brought within the Challenge Period have been disposed of leaving in place a CPO and a GVD which are confirmed allowing the Council Acquired Site to be transferred by the Council to the Developer.

**"Inquiry"** has the meaning prescribed in paragraph 3.5(a) of Schedule 3.

**"Judicial Challenge"** means any application or appeal to the High Court (including subsequent appeal to the Court of Appeal and/or the Supreme Court) against or in respect of any order, action or decision of the Council, the Secretary of State or a court.

**"Notice of Entry"** means a notice of entry issued by the Council pursuant to a Notice to Treat.

**"Notice to Treat"** means any notice to treat issued by the Council pursuant to the CPO.

**"Open Space"** means that part of the Property which has been identified for open space.

**"Open Space Transfer"** means the transfer of the Open Space by the Council to the Developer under this Agreement in such form as is agreed between the parties (acting reasonably).

**"Outstanding Interests"** means:

- (a) any freehold or leasehold interest in or any lease or tenancy or licence or any other right (including any right to enforce a covenant obligation or any other matter which would prevent or interfere with the Development) which may include any such interest in the ownership of the Council or the Developer at the date of this Agreement in or over the Property; and
- (b) any new right over the Property created after the date of this Agreement.

**"Owner"** means any party other than the Developer owning an Outstanding Interest and (if applicable) the successors in title to such party.

**"Permissions"** means the Planning Permission and any amended written (pursuant to Section 73 of the 1990 Act or otherwise) or substituted or additional detailed or other planning permission and/or listed building and/or conservation area consent and all approvals of reserved matters (whether the same are granted before or after the date of this Agreement) required in respect of the Development and all other permissions licences consents and approvals under the Planning Acts building regulations or any other statute public or local or any bye-laws of any competent authority.

**"Phasing Strategy"** means the outline iterative phasing strategy to deal with how the CPO will allow for the phased delivery of the Development including the order and timings of making any GVD or issuance of any Notice to Treat or Notice of Entry as may be varied from time to time in accordance with this Agreement.

**"Plan"** means the plan attached to this Agreement.

**"Planning Acts"** means the 1990 Act the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 the Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004 and includes any other legislation relating to town and country planning and compulsory purchase from time to time in force.

**"Planning Agreement"** means an agreement or unilateral undertaking under section 106 of the Town and Country Planning Act 1990 required to obtain Planning Permission.

**"Planning Appeal"** means an appeal by the Developer against:

- (a) the refusal of the Planning Authority to grant the Planning Permission;
- (b) the non-determination of the Planning Application; or
- (c) any one or more conditions attached to the Planning Permission.

**"Planning Application"** means the planning application for the Development.



**"Planning Casework Unit"** means the central government unit (or its successor) responsible for managing planning decisions on behalf of the Secretary of State for Housing, Communities and Local Government.

**"Planning Permission"** means the planning permissions authorising the Development and all modifications variations or substitutions thereof or any subsequent planning permission granted for the Development.

**"Prescribed Rate"** means the rate of 3% above the base rate from time to time of Lloyds TSB Bank Plc (or such other bank as the Council may from time to time nominate) or (if base lending rates cease to be published) such other comparable rate of interest as the Council (acting reasonably) nominates.

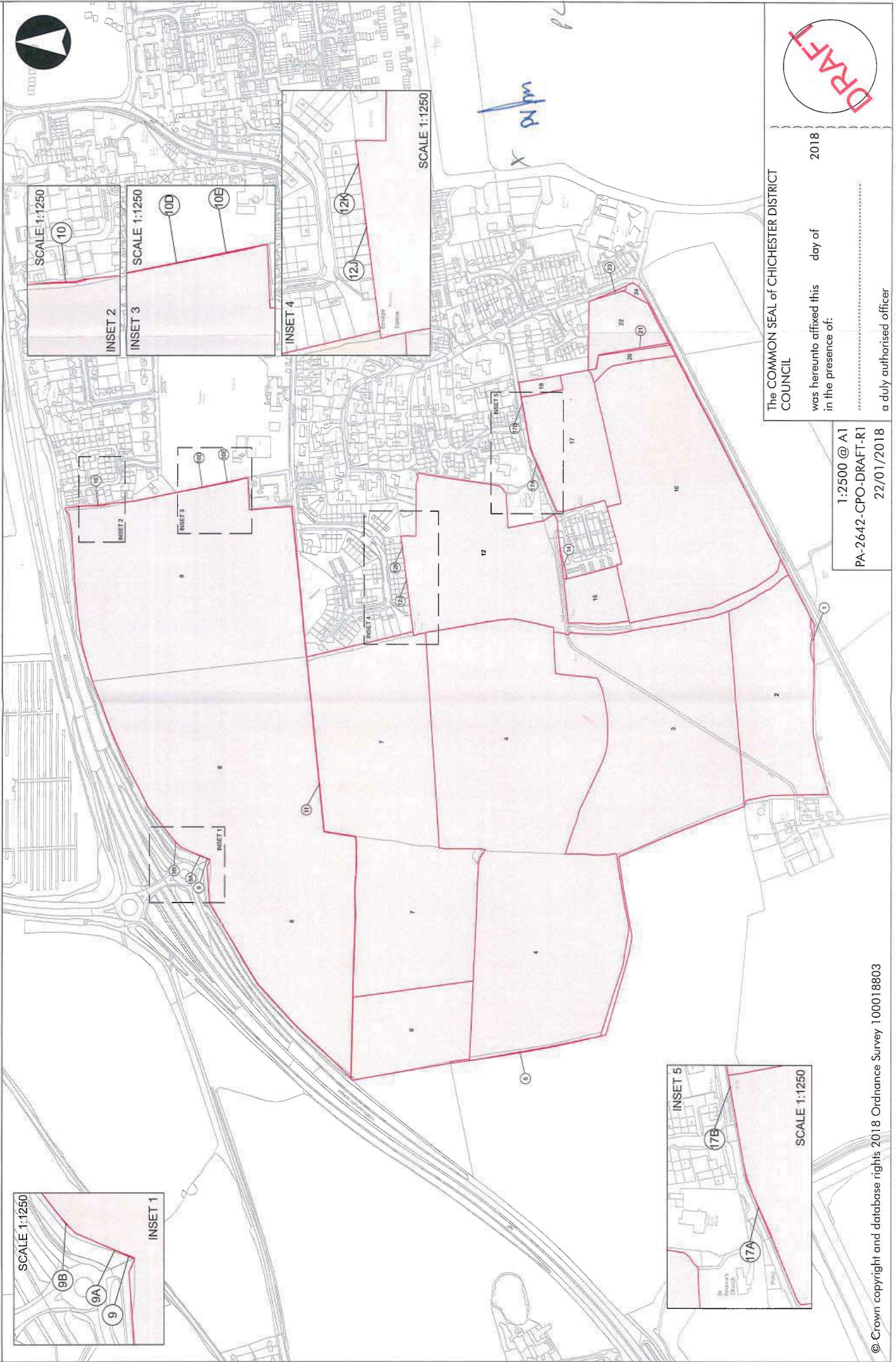
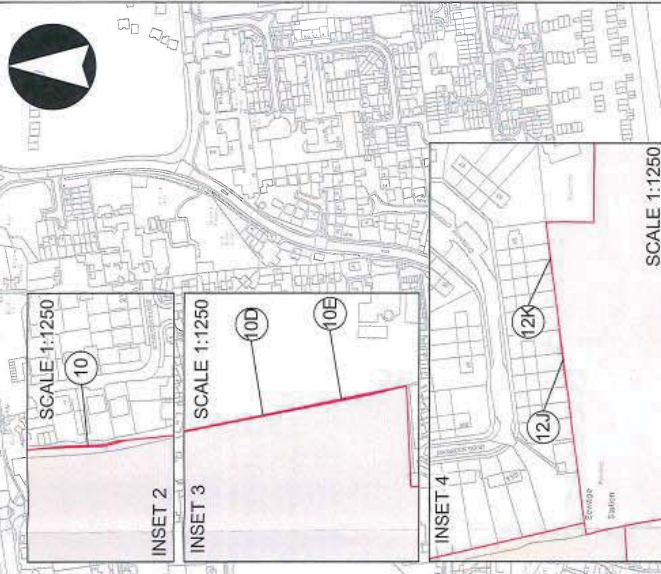
**"Programme"** means the programme set out in Schedule 6 as may be varied from time to time in accordance with this Agreement.

**"Property"** means the property (together with the buildings thereon) shown edged red on the Plan more particularly described in Schedule 1.

**"Relevant Expenses"** means all reasonable and proper costs and expenses (including the Council's in-house administrative/project management/professional/officers'/ management and other similar in house administrative costs and expenses) incurred or to be incurred by the Council in connection with the making of the CPO whether before or after the date of this Agreement including but without limitation:

- (a) the negotiation for and acquisition of any Outstanding Interest by agreement in advance of the GVD (including any acquisition made consequent on any Blight Notice or purchase notice);
- (b) the holding and management of all Outstanding Interests;
- (c) the preparation for and making and obtaining confirmation of and the implementation of the CPO;
- (d) the negotiations for the payment of the compensation to Owners and Claimants;
- (e) implementing the sheriffs warrant procedure necessary to secure vacant possession;
- (f) the service of notice to quit on any tenant of the Council occupying land where possession is required in order to implement the Development;
- (g) all legal surveyors' valuation advertising project management and other professional costs and all disbursements (including without limitation fees payable to HM Revenue & Customs and to the Land Registry) and all counsel's fees;
- (h) all outgoings in respect of any of the Outstanding Interests acquired by the Council such as (but not limited to) the payment of rent insurance and service charge and for repairs and maintenance;
- (i) all costs charges and expenses in connection with (or in anticipation of) proceeding with, prosecuting or defending (including taking advice from counsel in connection with) any of the following:
  - (i) any Inquiry;
  - (ii) any Judicial Challenge appeal or application for judicial review in respect of the making of the CPO, the confirmation non-confirmation or partial confirmation of the CPO or the making of the GVD;

MAP REFERRED TO IN THE CHICHESTER DISTRICT COUNCIL (TANGMERE)  
 COMPULSORY PURCHASE ORDER 2018



The COMMON SEAL of CHICHESTER DISTRICT COUNCIL

2018

day of

was hereunto affixed this in the presence of:

1:2500 @ A1  
 PA-2642-CPO-DRAFT-R1  
 22/01/2018

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- (iii) any reference to the Upper Tribunal (Lands Chamber) or the court for the determination of the statutory compensation payable in respect of the acquisition of any of the Outstanding Interests;
- (iv) any reference to the Upper Tribunal (Lands Chamber) following the service of a Blight Notice;
- (v) any other claim reference or proceedings in connection with or arising out of the compulsory purchase process (including any reference to the Expert for the determination of any dispute as provided in this Agreement);
- (j) all costs expenses and other monies awarded against the Council in connection with or arising out of any public inquiry Upper Tribunal (Lands Chamber) reference appeal judicial review and any other claim or litigation (including any reference to the Expert for the determination of any dispute as provided for in this Agreement);
- (k) all costs and expenses incurred by the Council in ascertaining the financial strength of the Developer and whether such parties can meet their financial obligations under this agreement;
- (l) a sum or sums equal to any VAT in respect of any of the Relevant Expenses save to the extent that the Council is entitled to obtain repayment or credit in respect of the same

provided that the Relevant Expenses shall not exceed £300,000.

**"SCPC"** means the Standard Commercial Property Conditions (Second Edition).

**"SDLT"** means Stamp Duty Land Tax.

**"Secretary of State"** means the Secretary of State or other minister or authority from time to time entitled to exercise the powers now conferred upon the Secretary of State by sections 77 78 and 79 of the 1990 Act.

**"Shared Objective"** has the meaning prescribed in paragraph 3.7 of Schedule 3.

**"Sponsor Board"** means:

- (a) in respect of the Council:
  - (i) Andrew Frost, Director of Planning and the Environment; and;
  - (ii) Mike Allgrove, Planning Policy Manager.
- (b) in respect of the Developer:
  - (i) Andrew Carrington, Managing Director
  - (ii) Nicholle Phillips, Director

or such other substitute that each party may notify to the other from time to time.

**"Subsidiary"** means a "subsidiary" as defined in section 1159, Companies Act 2006 and any other company which is a subsidiary (as so defined) of a company which is itself a subsidiary of such holding company. Unless the context requires otherwise, the application of the definition of subsidiary to any company at any time shall apply to the company as it is at that time.

**"Technically Viable"** means in the Developer's reasonable opinion there are no development constraints (including (but not limited to) title constraints, engineering constraints,

archaeological constraints, drainage constraints, highways constraints, financial constraints, environmental constraints) which would render the Development materially more expensive to deliver or would cause the Development to be materially delayed in delivery.

**"Title Matters"** means any covenants easements rights reservations exceptions agreements restrictions stipulations conditions or other matters (other than financial charges) affecting the Council Acquired Site or of which the Council Acquired Site has the benefit.

**"Transfer"** means the transfer of the Council Acquired Site by the Council under this Agreement in such form as is agreed between the parties (acting reasonably).

**"VAT"** means value added tax as provided under the VATA.

**"VATA"** means Value Added Tax Act 1994 and references to the VATA shall include all statutes, laws, regulations, notices, directions or similar provisions, relating to value added tax and any value added, turnover, sales, purchase or similar tax of the United Kingdom or of any other jurisdiction and references to value added tax or to VAT shall be construed accordingly.

**"Vesting Date"** the date specified in any GVD as the date or dates on which the Confirmed Outstanding Interest the subject of such GVD is to become vested in the Council.

**"Viability Trigger Dates"** means each of:

- (a) 60 days prior to Date 1 (as defined in Schedule 6);
- (b) in advance of any Inquiry;
- (c) as soon as reasonably practicable following any Inquiry; and
- (d) Date 2, Date 3 and Date 4 (as those terms are defined in Schedule 6).

**"Viable"** means both:

- (a) Technically Viable; and
- (b) Viable in Planning Terms.

**"Viable in Planning Terms"** means in the Developer's reasonable opinion that the Planning Permission is not materially financially non-viable.

**"Working Day"** means a day (other than a Saturday or Sunday) on which clearing banks are open for business in the City of London.

## 2.2 *Interpretation*

**In this Agreement** unless the context otherwise requires:

- (a) words importing one gender include every gender;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing persons include firms companies and corporations and vice versa;
- (d) any reference to any statute (whether or not specifically named) shall include any statutory amendment modification or re-enactment of it for the time being in force and any order instrument plan regulation permission and direction made or issued under it or deriving validity from it;
- (e) references to clauses and schedules are to clauses in or schedules to this Agreement;

- (f) references to paragraphs are to paragraphs in the relevant schedule;
- (g) if any party to this Agreement is more than one person all covenants and obligations on the part of that party shall be construed as joint and several;
- (h) headings to clauses and schedules are for reference only and shall not affect the construction of this Agreement; and
- (i) if either party is required to give consent/approval to the other party then it shall:
  - (i) act reasonably in doing so;
  - (ii) shall respond as soon as reasonably practicable;
  - (iii) if the party required to give the consent/approval does not agree to issue that consent/approval then it shall provide written reasons as to why it is withholding such consent/approval; and
  - (iv) if the party required to give the consent/approval either fails to provide written reasons as to why it is withholding such consent/approval or has failed to respond within 20 days of the request, consent/approval will be deemed to have been given provided that this deeming provision shall not apply to instances where the Council requires full Council or Cabinet approval in which case the Council will take the appropriate report seeking approval or consent to full Council or Cabinet at the earliest practicable opportunity.

### **3. CPO land assembly, funding and joint obligations**

- 3.1 In consideration of their respective obligations to the other in this Agreement the parties shall each comply with their respective obligations in this Agreement and the Schedules to it (including, without limitation and for the avoidance of doubt, their respective obligations contained in Schedule 3 to this Agreement).
- 3.2 The Council and the Developer shall comply with the Common Objectives and shall act reasonably in agreeing to any variations to the Common Objectives.
- 3.3 The Council and the Developer will act co-operatively in entering into any agreements with third parties in such form as may in the Developer's opinion be reasonable in the circumstances to achieve the Common Objectives.
- 3.4 The Council and the Developer shall jointly agree (acting reasonably) on the strategic branding of the Development in respect of terminology and logos on marketing material and signage provided that this shall not include any sales literature.
- 3.5 The Council and the Developer will provide full disclosure to the other of any material information, reports and opinions that are procured in respect of the Development and shall use reasonable endeavours to procure reliance for the other in respect of the same in the form of a reliance letter which is approved by the parties (acting reasonably).
- 3.6 The Council and the Developer will keep each other fully informed of all relevant communications they receive from third parties in respect of the Development as soon as reasonably practicable of becoming aware of such communication and in particular shall:
  - (a) keep each other fully informed of all material meetings, discussions, correspondence and negotiations in connection with the Phasing Strategy, with the planning authority or any authority, body or person consulted in connection with the Planning Application or with any third party;

- (b) give each other reasonable notice of, and allow them a reasonable opportunity to comment or attend and participate at, all material conferences with counsel and at all material meetings in connection with the Phasing Strategy;
- (c) supply to the Council copies of:
  - (i) the minutes of all meetings, correspondence and advice;
  - (ii) drafts of all instructions to counsel and documents referred to in them, all notes of conferences with Counsel, and all opinions and advice of Counsel;
  - (iii) all Planning Applications and all documents relevant to or reports accompanying a Planning Application or a Planning Appeal or a call in including any statements served pursuant to rules governing procedure for inquiries and all proofs of evidence and summary proofs of evidence (whether in draft or otherwise) produced by or on behalf of the Developer or supplied by the planning authority or any third party; and
  - (iv) all applications, affidavits, judgments and other relevant documents in relation to any Planning Proceedings.
- (d) The Developer shall provide the Council with full information as to any resolution to grant the Planning Permission (including copies of relevant documents) within five (5) Business Days of it being made.

3.7 Neither the Council nor the Developer shall do anything that is inconsistent with the attainment of the Common Objectives.

3.8 The Council and the Developer shall support the Development with key stakeholders where necessary and appropriate without compromising any conflicts of interest or fiduciary duties and the Council and the Developer shall co-operate with each other and act in fairness and good faith to enable each other to comply with their obligations in this Agreement.

3.9 Neither the Council nor the Developer shall unilaterally seek to secure Planning Permission for or seek to develop their respective land interests at the Property or otherwise pursue plans which are inconsistent with the Local Planning Authority's planning policies.

3.10 The Council and the Developer shall comply with their respective obligations contained within Schedule 4 and Schedule 5.

#### 4. **Sale and purchase etc.**

##### 4.1 ***Application of the SCPC***

- (a) Following acquisition of the Council Acquired Site or any part of it by the Council pursuant to CPO or by private treaty the Council Acquired Site or the relevant part of it shall be sold to the Developer subject to the SCPC so far as they are not varied by or inconsistent with this Agreement and are applicable to a sale by private treaty.
- (b) All references in the SCPC to "the property" shall be deemed to be references to the Council Acquired Site or the relevant part of it and all references in the SCPC to "the seller" and "the buyer" shall be deemed to be references to the Council and the Developer respectively.
- (c) SCPC 6.3.1 and 6.4.2 shall not apply to this Agreement.
- (d) The contract rate of interest specified in definition 1.1.1(e) of the SCPC shall for the purposes of the SCPC be the Prescribed Rate.

- (e) SCPC 1.3.3 (b) shall be deleted and the words "but transmission by E-mail is not such a valid means" shall be added at the end of SCPC 1.3.3 (a).
- (f) In SCPC 1.3.7 the words "or recorded delivery" shall be added after the words "first class post".
- (g) In SCPC 1.3.7 the words "(d) by fax: if sent before 16.00 on a working day the day of dispatch but otherwise on the first working day after dispatch" shall be deleted
- (h) SCPC 2.2 shall not apply to this Agreement.
- (i) SCPC 3.3 shall not apply to this Agreement.

#### 4.2 **Sale and Purchase**

- (a) Following acquisition of the Council Acquired Site or any part of it by the Council (and the compliance by the Developer with its obligations contained in Schedule 3) the Council will sell and the Developer will purchase the Council Acquired Site or the relevant part on the terms of this Agreement.
- (b) Apart from where an election to waive the exemption to charge VAT has already been made by an Owner in respect of any Outstanding Interest the Council shall not following the acquisition of the Council Acquired Site make any such election in respect of any other part of the Council Acquired Site.
- (c) The consideration for the transfer of the Council Acquired Site or any part thereof shall be £1.00.
- (d) The sale and purchase of the Council Acquired Site or the relevant part shall be completed on the relevant Completion Date.
- (e) The Council shall not be required to complete before 09.00 nor after 17:00 on a Working Day nor at any time on a day which is not a Working Day.
- (f) If Completion occurs after 15.00 on a Working Day (or at any time on a day which is not a Working Day) then for the purposes of SCPC 8.3 and 9.3 Completion shall be deemed to have occurred on the next Working Day.

#### 4.3 **Council's Title**

- (a) The Council will deduce title to the Council Acquired Site in accordance with the terms of this Agreement.
- (b) Save to the extent that the same are extinguished by the CPO and subject to paragraph 2.6 of Schedule 3 the Council Acquired Site is sold subject to and where appropriate with the benefit of:
  - (i) all matters capable of registration as Local Land Charges or otherwise whether registered or not;
  - (ii) all notices served and demands proposals requirements agreements or orders made by or (as the case may be) with any competent authority whether before or after the date of this Agreement;
  - (iii) all matters discoverable by inspection of the Council Acquired Site;
  - (iv) all agreements charges conditions directions notices orders proposals restrictions and other matters arising under the Planning Acts or any other legislation whether before or after the date of this Agreement;

- (v) all outgoing easements encumbrances liabilities privileges profits and public or private rights including any poles pylons stays and overhead or underground cables drains sewers pipes culverts and the like and any wayleaves affecting the Council Acquired Site;
  - (vi) all matters other than monetary charges or encumbrances disclosed or which would have been disclosed by all searches and enquiries which a prudent purchaser would make before entering into this Agreement including all matters recorded in any registers which are open to public inspection and including searches of the registers maintained by HM Land Registry HM Land Charges Department and Companies House;
  - (vii) the Title Matters;
  - (viii) the matters mentioned in SCPC 3.1.2;
  - (ix) all unregistered interests which override first registration which fall within or are deemed to fall within Schedule 1 of the Land Registration Act 2002, any interests which fall within Section 11(4)(c) of the Land Registration Act 2002 and all unregistered interests which override registered dispositions which fall within or are deemed to fall within Schedule 3 of the Land Registration Act 2002.
- (c) If on the Completion Date the registration of the title to the Council Acquired Site has not been completed at the Land Registry then on the Completion Date:
- (i) (whether or not an application for registration of the Council's Acquired Site has then been made by the Council) the Developer shall pay to the Council the amount due pursuant to clause 4.2(c) above;
  - (ii) (if an application for registration of the Council Acquired Site has then been made by the Council) the Council shall (if it has not already done so) produce to the Developer's Solicitors a certified copy of the GVD of the Council Acquired Site or a certified copy of the transfer to the Council and other evidence of the Council's title to the Council Acquired Site as the Developer (acting reasonably) shall require and shall provide the Developer's Solicitors with all details relating to the Council's application including all information relating to the Council's SDLT return and a copy of the Council's Land Registry priority search;
  - (iii) (if an application for registration of the Council Acquired Site has not then been made by the Council) the Council shall send to the Developer's Solicitors:
    - (A)
      - (i) the GVD; or
      - (ii) Notice to Treat and Notice of Entry; or
      - (iii) a certified copy of the transfer to the Council as appropriate and any other documents comprising part of the Council's title to the relevant part of the Council Acquired Site;
    - (B) all documentation required to satisfy SDLT requirements;
    - (C) Land Registry priority search certificates OS1R in favour of the Council;



- (D) the appropriate Land Registry application form duly completed (less any relevant fee); and
- (E) the originals of any available pre-registration deeds and documents;

and thereafter the Developer shall submit the appropriate papers to the Land Registry for registration of the Council as the proprietor of the Council Acquired Site at the same time as the Developer submits its own application for registration and the Council shall use reasonable endeavours to assist with such application.

- (d) The Council shall submit its application for registration as proprietor of the Council Acquired Site as soon as reasonably practicable following the vesting of the relevant land under the GVD or transfer of title following a Notice to Treat or the date of acquisition by private treaty (as the case maybe) and shall use its reasonable endeavours to deal expeditiously with any requisition raised by the Land Registry in respect of the application to register the Council as the proprietor of the Council's Acquired Site to the intent that the application is completed as soon as reasonably practicable.
- (e) Except where prior approval with specific reference to the same has been obtained from the Developer, the Council shall not create any interests in the Council Acquired Site nor enter into any dealings which would increase the CPO Costs.
- (f) The Developer agrees that it shall not be entitled to refuse to take a transfer of any Council Acquired Site which is affected (either in whole or part) by an enforcement notice served by the Council on any previous Owner pursuant to Section 172 of the 1990 Act and furthermore the Developer shall comply with the terms of any such enforcement notice following completion of the relevant Transfer.

#### 4.4 **Title Guarantee**

- (a) The Council shall sell the Council Acquired Site with limited title guarantee save that for the purpose of the Law of Property (Miscellaneous Provisions) Act 1994:
  - (i) the words "his own cost" shall be deleted from section 2(1)(b) and replaced with the words "the cost of the person to whom he disposes of the Council's Site"; and
  - (ii) section 6(2)(a) of the Act is to be construed as if the matters set out in clause 4.3(b) and/or which are evident or ascertainable from the documents of title to the Council Site are within the actual knowledge of the Developer and section 6(3) of the Act shall not apply.

#### 4.5 **Transfer**

- (a) Any dispute as to the form of the Transfer shall be determined by a barrister of at least 10 years standing acting as Expert.
- (b) If the Open Space is transferred separately from the remainder of the Council Acquired Site the transfer of such land will be in the form of the Open Space Transfer and in the event that the Open Space is not transferred separately the Transfer shall contain a restrictive covenant on the use of the Open Space in the same form contained in the Open Space Transfer.
- (c) The Council shall not be obliged to transfer the Council Acquired Site to a party other than the Developer or any assignee of this agreement or any company in the same Group as the Developer.

5. **Determination of this Agreement**

5.1 Notwithstanding and without prejudice to any other remedies and powers herein contained or otherwise available to the Council:

- (a) if there shall be any material breach or material non-observance or material non-performance of any condition or stipulation on the part of the Developer herein contained which is not capable of remedy;
- (b) if there shall be any material breach or material non-observance or material non-performance of any condition or stipulation on the part of the Developer herein contained which is capable of remedy and which is not remedied within 28 days (or such other reasonable period) of written notice of such breach by the Council to the Developer;
- (c) if the Developer shall enter into liquidation whether compulsory or voluntary (except for the purpose of amalgamation or reconstruction);
- (d) if the Developer is the subject of an order made or a resolution passed or analogous proceedings taken for appointing an administrator of or winding up the Developer or if a receiver shall be appointed in relation to the undertaking of the Developer; or
- (e) if the Developer has not implemented the Planning Permission in accordance with the Programme subject to extensions in the case of Force Majeure,

then and in any such case it shall be lawful for the Council at any time thereafter by notice in writing to the Developer to determine this Agreement and upon service of such notice this Agreement (save for paragraphs 8 and 10 of Schedule 3) shall forthwith determine and cease to be of effect but without prejudice to any right which either party may have against the other in respect of any antecedent breach of any of the obligations contained in this Agreement.

5.2 Notwithstanding and without prejudice to any other remedies and powers herein contained or otherwise available to the Developer:

- (a) if there shall be any material breach or material non-observance or material non-performance of any condition or stipulation on the part of the Council herein contained which is not capable of remedy; and/or
- (b) if there shall be any material breach or material non-observance or material non-performance of any condition or stipulation on the part of the Council herein contained which is capable of remedy and which is not remedied within 28 days (or such other reasonable period) of written notice of such breach by the Developer to the Council; and/or
- (c) if the Developer has run a viability exercise in respect of the Development and the Developer determines that the Development is no longer Viable pursuant to clause 5.4, and/or
- (d) if the CPO is not confirmed by the Secretary of State;
- (e) if following the confirmation of the CPO by the Secretary of State the powers granted by the CPO are not exercised by the date three years following the date of the Secretary of State's letter confirming the CPO; and/or
- (f) if the Developer has reasonably requested that the Council make the CPO and the Council has failed to do so within 10 years of the date of this Agreement,

then and in any such case it shall be lawful for the Developer at any time thereafter by notice in writing to the Council to determine this Agreement and upon service of such

notice this Agreement (save for paragraphs 8 and 10 of Schedule 3) shall forthwith determine and cease to be of effect but without prejudice to any right which either party may have against the other in respect of any antecedent breach of any of the obligations contained in this Agreement.

5.3 In the event that the Council unilaterally decides not to proceed with the CPO and provided that the Developer has complied with the material terms of this Agreement, the Developer shall be entitled to terminate this Agreement at any time thereafter by notice in writing to the Council and the Council shall pay the Developer on an indemnity basis the Developer's reasonable and proper planning (including planning application costs), valuation and legal costs and the Council shall repay to the Developer any Relevant Expenses that have been paid by the Developer to the Council.

5.4 The Developer:

- (a) shall produce a base-line appraisal of the Development as soon as reasonably practicable after entering into this Agreement. The result of this appraisal and any supporting documentation shall be shared with the Council, who will be permitted to raise reasonable enquiries of the Developer on any matters contained therein;
- (b) may run a viability exercise at, or just before, each of the Viability Trigger Dates;
- (c) must give the Council prior written notice of its intention to run a viability exercise;
- (d) shall confirm to the Council in writing within 20 Working Days after the completion of the viability exercise whether the Development is Viable or not and with that confirmation shall provide the Council with a written summary of the outcome of each such viability exercise; and
- (e) shall, at the time of informing the Council of its decision in 5.4 (d) above, give the Council full details of the reasons why it has reached that decision and any supporting information.

## 6. Programme

The Developer shall use reasonable endeavours to deliver the Development in line with the Programme subject to extensions in the case of Force Majeure.

## 7. No representations

7.1 The Developer hereby admits and acknowledges that:

- (a) this Agreement is not entered into in reliance upon any representation made but not embodied in this Agreement; and
- (b) neither the Council nor any of its officers agents or advisers have made any representations or warranties nor accept any responsibility as to the present or future suitability or adequacy of the Property for the Development or for any other works or for any particular use or business or as to the structural or other state and condition of the premises thereon and the Developer must rely on its own inspection survey soil and other environmental tests and other investigations in this regard.

## 8. Alienation

8.1 The Developer shall not (i) assign lease hold on trust or otherwise deal with or dispose of its interest under this Agreement in whole or in part save that the Developer may assign this Agreement to a company within the Developer's Group with the consent of the Council (such approval not to be unreasonably withheld or delayed where the proposed assignee is of no lesser covenant strength than the Developer at the date hereof or with a guarantee from the Developer) and subject to such assignee entering into a covenant with the Council to comply

with the terms of this Agreement in a form approved by the Council's Solicitors (acting reasonably) or (ii) mortgage or charge this Agreement save to any party providing finance in connection with the acquisition and development of the Property.

**9. VAT**

9.1 Each party shall be entitled to charge any VAT properly payable on any supply made by that party under this Agreement and VAT shall be payable in addition at the appropriate rate by the party receiving the supply.

9.2 Wherever in this Agreement any consideration is stated to be payable in respect of any supply that consideration shall be exclusive of any VAT thereon provided that any person required to pay VAT under this clause shall only be required to pay such VAT upon receipt of a valid VAT invoice addressed to the payer.

9.3 In the event that a party makes a supply under this Agreement and charges VAT on that supply which is less than the amount properly chargeable that party may thereafter deliver to the other a further invoice for an amount equal to the additional VAT properly payable and the other party shall pay that amount within 10 Working Days of receipt of the invoice.

**10. Timing of payments**

In the absence of any specific provision herein to the contrary any sum of money payable to any party under this Agreement by any other party shall be due within 20 Working Days of written demand.

**11. Interest**

If any sum of money payable to any party under this Agreement by any other shall be due but unpaid for 40 Working Days the party in default shall pay on written demand to the recipient of such money interest at the Prescribed Rate (which interest rate shall still apply after and notwithstanding any judgement of the court) on such money from the due date until actual payment (inclusive) such interest to be compounded with quarterly rests on the usual quarter days provided that this clause 11 shall not prejudice any other right or remedy of the recipient of such money in respect of such money.

**12. Notices**

12.1 Except as otherwise provided in this Agreement any notice approval authority or consent to be given by the Developer pursuant to this Agreement shall be valid and effectual only if in writing and signed by a director or the company secretary of the Developer (or any other person authorised by the Developer to sign notices on behalf of the Developer and notified to the Council in writing) and any such notice approval authority or consent and any request or communication shall be deemed to have been validly served by the Developer on the Council if sent through the post by prepaid first class letter or delivered by hand addressed to Andrew Frost, Director Planning and Environment, Chichester District Council, East Pallant House, East Pallant, Chichester, W Sussex PO19 1TY and shall be deemed to be served on the second Working Day after being put in the post properly so addressed.

12.2 Except as otherwise provided in this Agreement any notice approval authority or consent to be given by the Council pursuant to this Agreement shall be valid and effectual only if in writing and signed by Nicholas Bennett, Divisional Manager, Democratic Services, Chichester District Council, East Pallant House, East Pallant, Chichester, W Sussex PO19 1TY (or any other person authorised by the Council to sign notices on behalf of the Council and notified to the Developer in writing) and any such notice approval authority or consent and any request or communication shall be deemed to have been validly served by the Council on the Developer if sent through the post by prepaid first class letter or delivered by hand addressed to the Company Secretary at the Developer's registered office and shall be deemed to be served on the second Working Day after being put in the post properly so addressed.

13. **No partnership etc.**

13.1 Nothing contained in this Agreement shall be deemed:

- (a) to create a partnership or joint venture or the relationship of principal and agent between the Council and the Developer; nor
- (b) to involve the delegation by the Council of any of its rights powers duties or obligations as a local authority.

14. **Saving of Council's statutory powers functions and duties**

14.1 Nothing herein contained or implied shall prejudice or affect the rights powers duties and obligations of the Council or fetter the discretion of the Council in the exercise of its functions as a local authority (including without limitation its functions as a local planning authority or local highway authority) and including the Council's general obligations as regards public procurement law and principles of best value.

14.2 The rights powers duties obligations and discretion of the Council under all public and private statutes bye-laws orders regulations statutory instruments and other legislation may be as fully and effectually exercised in relation to the Property and the Development as if the Council was not the owner of the freehold or leasehold or some other interest therein (as the case may be) and this Agreement had not been entered into.

14.3 Any act or thing done by the Council (including the giving or grant of any notice approval or consent) in pursuance of the provisions of this Agreement (or any failure or omission by the Council to do or give or grant the same) shall not be deemed to be done or given or granted (or not as the case may be) by them in any capacity other than as a delivery sponsor for the Development.

15. **Disputes**

15.1 In the event of any dispute between the Council and the Developer as regards their respective rights, duties and obligations contained in this Agreement then either party shall be entitled to refer the matter to the Expert in accordance with the provisions of Schedule 2 and both parties shall observe their respective obligations and perform their respective duties set out in Schedule 2 in that event.

15.2 It is agreed that all compensation and other statutory payments and costs and all other CPO costs awarded by the Upper Tribunal (Lands Chamber) or any court on appeal shall be final and binding and the Developer shall not be entitled to dispute these with the Council.

15.3 Any disagreement with Owners or Claimants over compensation shall be referred to the Upper Tribunal (Lands Chamber) as set out in paragraph 7.2 of Schedule 3 and at the sole discretion and cost of the Developer the Council shall pursue any such disagreement on appeal through the relevant courts.

16. **Counsel**

At its sole discretion and cost the Developer shall be entitled to refer any matter on which Counsel's opinion is jointly taken to Alternative Counsel for a second opinion and where the Council and the Developer (at no cost to the Council) jointly prepare instructions the opinion of Alternative Counsel shall for that purpose become substituted for that given by Counsel.

17. **Non-merger**

The completion of the sale of the Council Acquired Site shall not discharge the parties hereto (or either of them) from any liability or obligation under this Agreement which is still subsisting or remains to be observed or performed on completion nor shall either party be precluded thereby from exercising any rights conferred on them by this Agreement.

18. **Confidentiality**

18.1 Unless otherwise agreed or as may be necessary to satisfy the Overriding Objective and the Common Objectives, the parties shall (and shall use reasonable endeavours to procure that their respective servants agents and advisers shall) keep in confidence the financial and other main commercial terms of this Agreement and all documents and other information supplied to or received from either party to this Agreement pursuant to the provisions of this Agreement

18.2 Clause 18.1 shall not apply to the extent that:

- (a) such information and/or documents is/are already or is/are required to be in the public domain or
- (b) either party is obliged by law or by the London Stock Exchange to disclose any of the same or the Developer reasonably and properly requires to disclose any of the same in order to facilitate the carrying out and completion of the Development or any matter ancillary thereto including securing funding of the Development and disposal of the Council's Site; or
- (c) either party shall be obliged to comply with any provisions of the Freedom of Information Act 2000 or any other statutory provisions.

19. **Governing law and jurisdiction**

19.1 This Agreement and any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection with it, its subject matter or formation shall be governed by English law.

19.2 The parties irrevocably agree that the English courts shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with this Agreement, its subject matter or formation.

20. **The Contracts (Rights of Third Parties) Act 1999**

A person who is not a party to this Agreement is not intended to have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

**In Witness** whereof this Agreement has been duly executed as a deed the day and year first before written.

**Schedule 1**

All that freehold land shown edged red on the Plan being land at Tangmere, Chichester, West Sussex.

## Schedule 2

### (Disputes Procedure)

1. The Expert shall be an independent professional person of not less than 10 years' practice next before the date of his appointment having recent substantial experience in the field in which the matter to be referred to the Expert falls and being a partner or director or member of a leading firm or company or chambers having specialist knowledge of such field.
2. The Expert shall be appointed by the parties to the dispute jointly or failing agreement by the President (or his deputy) for the time being of the Royal Institution of Chartered Surveyors or such other professional body as shall in the circumstances be appropriate on the written application of any one party to the dispute who will be at liberty to make such application at any time and the party making 'such application shall contemporaneously supply to the other party or parties to the dispute a copy of such application.
3. The Expert shall forthwith give to each of the parties to the dispute notice in writing of his appointment and shall in that notice invite each of them (but without imposing any obligation on them so to do) to submit to the Expert within a period of 10 Working Days from the date of the giving of such notice of his appointment (or such longer period as he may direct) such reports information and representations ("representations") as each of the parties to the dispute shall think fit and copies of the representations so submitted shall contemporaneously be submitted to the other party or parties to the dispute.
4. Within 10 Working Days of receipt of any party's representations (if any) (or such longer period as the Expert may direct) the other party or parties to the dispute shall be entitled to submit cross representations ("cross representations") on such representations to the Expert and copies thereof shall contemporaneously be submitted to the other party or parties to the dispute.
5. For the purposes of this Agreement the Expert:
  - (a) will act as an expert and not as an arbitrator;
  - (b) will be entitled to seek such other professional advice as he considers necessary;
  - (c) will consider the representations and cross representations (if any) but will not be in any way limited or fettered thereby;
  - (d) will be entitled to rely on his own judgement and opinion;
  - (e) will not be required to give reasons for his decision.
6. The Expert will within 15 Working Days after his appointment or (if later) within 5 Working Days of the receipt of the last of the representations and cross representations made by the parties to the dispute give to each of the parties to the dispute written notice of his determination.
7. If the Expert does not give notice of his determination within the time and in the manner aforesaid or if he relinquishes his appointment or dies or if for any reason it becomes apparent that he will be unable to complete his duties hereunder the parties to the dispute jointly may appoint or failing agreement any one of them may apply for the appointment of a new Expert in his place (and the foregoing provisions of this Schedule will operate in relation to that application as in relation to the original application) and this procedure may be repeated as many times as may be necessary.
8. The Expert's fees or charges shall be borne and shared equally by the Council and the Developer unless the Expert is of the opinion acting properly and impartially that having regard to the conduct of the parties or otherwise the said fees and charges should be borne in any



other manner in which event it shall be so stated in his notice of determination and the said fees and charges shall be borne as so stated.

9. The decision of the Expert shall in all cases be final and binding on the parties save in the case of manifest error.

### Schedule 3

(CPO and Land Assembly)

#### 1. Land Assembly

- 1.1 As soon as reasonably practicable following the date of this Agreement and no later than 3 months following the date of this Agreement, the Council and the Developer shall agree the Phasing Strategy and thereafter perform their obligations in this Agreement in furthering the Phasing Strategy.
- 1.2 At the same time as complying with its obligations in this Agreement relating to the CPO, the Developer shall seek to treat with Owners in order to secure contractual positions and/or to acquire Outstanding Interests (where practicable).
- 1.3 In the event that the Developer is successful in entering into contractual position with Owners and/or acquiring Outstanding Interests or otherwise in agreement between the parties, the Council and the Developer may approve amendments to the Phasing Strategy.

#### 2. Making the CPO

- 2.1 Insofar as it has not done so already in order to facilitate the making of the CPO the Council shall as soon as reasonably practicable and in accordance with the Phasing Strategy diligently carry out and complete the referencing of the Outstanding Interests and thereafter submit drafts of the CPO, all attachments, all notices and other documentation related to the making of the CPO and supporting statement of reasons (together the "**Drafts**"):
  - (a) to the Developer for approval; and
  - (b) (if the Developer so requests) to the Planning Casework Unit for technical examination and in order to secure compliance with the relevant requirements as to the form and contents of the CPO.
- 2.2 The Developer shall demonstrate to the satisfaction of the Secretary of State that it can evidence the necessary covenant strength to both acquire land and fund the CPO for the Development and shall provide relevant information and assistance to the Council in the drafting of the funding statement within the statement of reasons.
- 2.3 If reasonably required in furtherance of the Common Objectives, then as soon as reasonably practicable after the receipt of approval from both the Developer and the Planning Casework Unit (if applicable) the Council shall:
  - (a) make the CPO in the form approved by the Developer in accordance with paragraph 2.1(a); and
  - (b) seek confirmation from the Secretary of State of the CPO in accordance with all relevant statutory requirements.
- 2.4 The Council shall keep the Developer informed of the progress of the CPO throughout the compulsory purchase process and shall not take any material steps without having due regard to the representations of the Developer.
- 2.5 Without prejudice to the generality of paragraph 2.4 the Council shall following service of notice of making the CPO and the statement of reasons on any Owner promptly supply the Developer with:
  - (a) a certified list of the names and addresses of all those persons on whom a CPO notice has been served and in each case the date of service; and

- (b) copies of all relevant documents submitted to the Secretary of State as the confirming authority for the CPO; and
- (c) copies of any objections received to the CPO and copies of all relevant correspondence passing between the Council the Council's Solicitors any objectors to the CPO and the Secretary of State in relation thereto.

2.6 The Council shall ensure that relevant statutory controls and Government guidance are complied with throughout the CPO process, including without limitation all procedures, documents and Council decisions.

2.7 In the event that the CPO is delayed as a result of the Council's professional team, the Developer has the right to request the replacement of the Council's professional team with the Council's approval.

### 3. **Following the making of the CPO**

#### ***Amendments to the CPO***

3.1 The Council shall be entitled to agree with the Secretary of State:

- (a) such amendments additions variations and/or substitutions to the CPO and
- (b) such other application or applications in relation thereto

as it shall reasonably determine to be necessary or desirable to assist in procuring the confirmation of the CPO save that no such change as is mentioned in paragraph 3.1(a) or 3.1(b) shall be made without the prior written approval of the Developer provided that the amendments variations or additions do not affect the commercial viability or deliverability of the Development or materially adversely affect the Overriding Objective.

#### ***Confirmation of the CPO***

3.2 If the CPO is confirmed the Council shall comply with all relevant statutory requirements in relation thereto (including publishing and serving notice of such confirmation so as to enable the CPO to become operative) as soon as reasonably practicable.

3.3 Upon confirmation of the CPO the Council will:

- (a) forthwith supply to the Developer a copy of the CPO as confirmed and a copy of the CPO plan together with a copy of the Secretary of State's decision and any inspector's report; and
- (b) update the entry in the Local Land Charges Register in respect of the CPO as confirmed.

#### ***Opposed CPO***

3.4

- (a) In the event that objections are made to the CPO (including those made outside the period prescribed by statute) the Council shall forthwith send to the Developer copies of all such objections.
- (b) If either the Council or the Developer decide to seek Counsel's advice on the merits of the CPO in view of the objections submitted then:
  - (i) they shall jointly instruct Counsel by way of instructions prepared by the Council's Solicitors and approved by the Developer;

- (ii) subject to clause 16 if Counsel advises that there is not a better than 50% chance of the CPO being confirmed by the Secretary of State at an Inquiry then within 20 Working Days of receipt of Counsel's written advice (time of the essence) either the Council or the Developer in its discretion shall be entitled to serve notice on the other not to proceed with the CPO and in such event this Agreement shall cease to be of effect save for clauses [ ] which shall remain in full force and effect and for the avoidance of doubt this shall be without prejudice to any claim of the Council or Developer against the other in respect of any antecedent breach of any obligations hereunder.

3.5 In the event that the CPO is opposed the Council and the Developer shall (subject to paragraph 3.4) work together with the aim of securing the withdrawal of every objection made to the CPO and in particular the Council shall:

- (a) (unless otherwise agreed with the Developer) use reasonable endeavours to obtain the earliest practicable date for the holding of a public inquiry ("**Inquiry**") before a person appointed for that purpose by the Secretary of State to report to him on the objections made to the CPO;
- (b) keep the Developer informed of the arrangements for the holding of the Inquiry;
- (c) use reasonable endeavours to prepare for the Inquiry;
- (d) liaise with and have due regard to (but shall not be bound by) the views of the Developer in connection with the preparation for the Inquiry and in particular shall:
  - (i) consult with the Developer as to the content of the statement of case prior to its submission and the content and nature of any evidence to be submitted to the Inquiry;
  - (ii) generally permit the Developer to take an active part in the preparation of and strategy for the Inquiry (including the giving of all relevant evidence by the Developer in support of the confirmation of the CPO (which the Developer hereby covenants to do)); and
  - (iii) invite the Developer to attend consultations with Counsel on progressing the Inquiry;
- (e) keep the Developer advised of the progress and result of the Inquiry; and
- (f) notify the Developer of any challenge to the confirmation of the CPO.

3.6 In the event that:

- (a) the Secretary of State declines to confirm the CPO whether as to the whole or some part thereof (other than the exclusion from the CPO of some interest or right which does not materially adversely affect the achievement of the Overriding Objective or the carrying out of the Development or render the same materially more costly or more lengthy to complete or materially adversely affect the use or enjoyment of the Property for the various purposes anticipated by the parties); or
- (b) a third party mounts a Judicial Challenge of the decision of the Secretary of State;

the Council shall (in either event) as soon as possible consult with the Developer as to the appropriate manner in which to respond to such decision or Judicial Challenge in order to facilitate the implementation of the Development.

3.7 The Council and the Developer shall jointly investigate the merits of the Council:

- (a) challenging the Secretary of State's decision; or

- (b) (as the case may be) resisting such third party challenge;

in order that (in either event) the Council shall in due course be authorised to acquire compulsorily such of the Outstanding Interests as may be required so that the Development can be implemented (the "**Shared Objective**") and they shall as soon as reasonably practicable (having regard to any relevant time limit) jointly instruct Counsel by way of instructions prepared by the Council's Solicitors and approved by the Developer for an opinion (inter alia):

- (a) on the merits of such action; and
- (b) as to the manner in which such action should be mounted;

which shall be provided to the Developer (where any advice is given in written form) and the Developer shall be given full opportunity to attend any conference with Counsel and approve any dates for the same.

3.8 If Counsel advises that there is better than a 50% chance of achieving the Shared Objective within a timescale considered by the Developer to be reasonably commercial initially by way of:

- (a) an appeal to the High Court against non-confirmation or partial confirmation or an application for Judicial Challenge succeeding (whichever Counsel shall advise as being more appropriate in the circumstances); or
- (b) (as the case may be) such action as Counsel shall advise as being appropriate in the circumstances to resist such third party challenge;

then the Council shall (provided the Developer has first agreed in writing):

- (c) lodge such appeal or application for Judicial Challenge or (as the case may be) take such other action as Counsel shall advise in order to resist such third party challenge; and
- (d) supply copies of all relevant correspondence papers and other documents to the Developer; and
- (e) prosecute the relevant appeal/application/action in a commercial sensitive manner; and
- (f) liaise with and have due regard to (but without being bound by) the views of the Developer as to the manner of prosecution of the relevant appeal/application/action; and
- (g) keep the Developer advised of the progress and result of the same (including without limitation all court dates and decisions).

3.9 In the event that such action by the Council referred to in sub-paragraphs 3.7 and 3.8 is not successful the same procedure shall apply in respect of any further Judicial Challenge available to the Council (in which case Counsel shall also consider the relative merits of following the necessary procedures required to make a new CPO in order to achieve the Shared Objective).

3.10 At the election of the Developer, following receipt of Counsel's advice pursuant to paragraph 3.9 above the Council shall proceed with following the appropriate procedures to make a new CPO provided Counsel advises that there is at least a 50% chance of achieving the Shared Objective within a timescale which is considered reasonably commercial by the Developer.

#### 4. **Acquisition by/vesting in the Council**

- 4.1 If any Owner notifies the Council or the Developer that it wishes to sell any Outstanding Interest to the Council by agreement in advance of the GVD the Council and the Developer shall consult together as to the appropriate manner in which the Council shall respond to such approach and subject to paragraph 4.2 the Council shall seek to negotiate the acquisition of any such Outstanding Interest but should those negotiations fail the acquisition of the relevant Outstanding Interest shall be pursued by means of the CPO.
- 4.2 If, pursuant to paragraph 4.1 above the Council and the Developer agree that the Council should acquire the Outstanding Interest in question, the Council shall:
- (a) consult and agree with the Developer (both parties to act reasonably) as to the terms to be offered by the Council to the relevant Owner;
  - (b) keep the Developer advised of the progress of the purchase;
  - (c) not complete any such acquisition or agree to the consideration to be paid to the seller of such Outstanding Interest without in either case, the Developer's approval (in its absolute discretion);
  - (d) proceed to acquire the Outstanding Interest and transfer to the Developer in accordance with clause 4 save that if the Developer so requests the Council and Developer shall both endeavour to reduce any SDLT payable by the Council (such SDLT payable by the Council to be reimbursed to the Council pursuant to the terms of this Agreement) as a result of such acquisition by requesting the direct transfer of such interest from the Owner to the Developer; and
  - (e) cease negotiations at the reasonable request of the Developer on the grounds that the acquisition will increase the likely compensation due in respect of the balance of the Outstanding Interests or that the acquisition terms requested by any Owner are not commercially viable.
- 4.3 Nothing in this Agreement shall prevent the Developer from entering into direct negotiations and agreements for purchase or compensation with Owners and Claimants providing that the Developer notifies the Council of all such discussions and agreements and considers any representations made by the Council within a reasonable period of time following notification.
- 4.4 (Subject to the provisions of paragraph 4.7 of this Schedule) at any time following the confirmation of the CPO and the same becoming Immune from Challenge and operative provided the Council has received a request from the Developer pursuant to paragraph 4.6 the Council shall, (having regard to the overall timetable for the Development) diligently take all necessary steps to secure the vesting in the Council of such Confirmed Outstanding Interests approved by the Developer (for the avoidance of doubt any parts of the Property in the ownership of the Developer shall only be included in a GVD at the request of the Developer) by means of the GVD procedure or (in respect of any Confirmed Outstanding Interest not capable of being vested) possession by means of the Notice to Treat/Notice of Entry at such time as the Developer agrees in writing.
- 4.5 If any Outstanding Interest is not capable in law of being included in the GVD then the Council shall within 10 Working Days of the request pursuant to paragraph 4.6 serve a Notice to Treat in respect of that Outstanding Interest and a Notice of Entry in respect of it shall be served at such time as the Developer may specify in writing and the provisions of this Agreement shall apply mutatis mutandis to any such interest in the same way as they apply to an interest comprised in the GVD.
- 4.6 The Council shall not make any GVD or serve any Notice to Treat or Notice of Entry until the Developer has given to the Council not less than 8 weeks' notice in writing of any request to make any GVD, serve any Notice to Treat or serve any Notice of Entry (as applicable) in accordance with the Phasing Strategy and in the event that the Council make a GVD, serve a Notice to Treat or a Notice of Entry without having received such notice from the Developer, the provisions in paragraph 8 shall not apply.

- 4.7 For the avoidance of doubt, the Council will make multiple GVDs on the request of the Developer in accordance with the Phasing Strategy.
- 4.8 Following the making of a GVD or GVDs or service of a Notice to Treat the Developer will assist the Council to reach agreement on compensation with Owners and Claimants but at the request of Owners and Claimants or the Developer the Council will take up these negotiations in the place of the Developer and seek to reach agreement on terms acceptable to Owners Claimants and the Developer.
- 4.9 The Council and the Developer agree that Dalton Warner Davis LLP (or such other party as agreed by the Council and the Developer) will carry out any negotiations with any Owners and/or Claimants in relation to the CPO save where the Council reasonably believes that Dalton Warner Davis LLP (or such other party as appropriate) could not practicably assist in advising so as to contribute to the Overriding Objective in relation to the CPO.
- 4.10 The Developer shall serve the Contract Notice as soon as reasonably possible after it is in a position to do so.

## 5. **Blight**

- 5.1 In the event that the Council shall be served with a Blight Notice the Council shall:
- (a) supply a copy of such Blight Notice to the Developer as soon as reasonably practicable together with copies of any relevant supporting correspondence papers and other documents which the Council may have received in relation thereto; and
  - (b) consult with the Developer as to the appropriate manner in which to respond to such Blight Notice so as to ensure that the Council can (following such consultation) respond within the statutory time limit; and
  - (c) resist any such Blight Notice which the Council (following such consultation) reasonably believes to be invalid and reasonably believes ought not to be accepted by serving a counter notice in the appropriate form and thereafter shall comply with all statutory requirements in relation thereto.
- 5.2 in the case of any Outstanding Interest to be acquired by the Council as a result of any Blight notice then the provisions of paragraph 4.2(a) to 4.2(e) shall apply to such acquisition save to the extent the Council is required by statute to make any such acquisition.

## 6. **CPO covenants by the Developer**

- 6.1 The Developer covenants with the Council not to object to the CPO provided it is made in the form approved by the Developer pursuant to paragraph 2.1.
- 6.2 The Developer shall co-operate with and support the Council in the preparation for and the making confirmation and implementation of the CPO and (without prejudice to the generality of the foregoing) the Developer shall at the Council's reasonable request:
- (a) provide reasonable information and assistance to the Council (or as the Council may direct) in relation to the Council's obligations in paragraphs 2 and 3;
  - (b) provide reasonable information and assistance to the Council (and/or as the Council may direct) and make such reasonable attendances and/or appearances and make available such suitably qualified witnesses as the Council may reasonably require in connection with the CPO (including any Inquiry and any proceedings as anticipated in paragraph 3.8 and any reference to the Upper Tribunal (Lands Chamber));
  - (c) use reasonable endeavours to negotiate with any party or parties who object(s) to the CPO so as to secure the withdrawal of such objections as expeditiously as reasonably possible on terms approved by the Council (such approval not to be unreasonably

withheld or delayed) and the Council will if reasonably requested by the Developer enter into an agreement or agreements with any such party or parties (and with the Developer if appropriate) that may be required to effect the withdrawal of any such objections subject to:

- (i) the Developer entering into such indemnities in favour of the Council as the Council may reasonably require in respect of any obligations thereunder imposed on the Council and against all costs demands expenses and liabilities which the Council may incur pursuant to the terms thereof; and
- (ii) the form of such agreement or agreements otherwise being approved by the Council; and
- (iii) if required by the Council in its absolute discretion the Developer making all payments directly to the Owner or Claimant and/or taking the transfer of the relevant part of the Property directly from the Owner or Claimant,

provided that the Developer shall not be required to pay any consideration or enter into any agreement to pay any consideration in order to obtain the withdrawal of any such objections unless this is first approved by the Developer in its absolute discretion.

## **7. Upper Tribunal (Lands Chamber) and Payment provisions**

7.1 In the event that the Council is unable to agree with any Owner or Claimant (with the Developer's prior approval at the Developer's discretion) the amount of any compensation payable to an Owner or a Claimant the Council shall:

- (a) refer the matter to the Upper Tribunal (Lands Chamber); and
- (b) notify the Developer of the reference and supply to the Developer copies of all correspondence papers and documents as the Developer shall reasonably require.

7.2 In relation to any matter referred to the Upper Tribunal (Lands Chamber) as mentioned in paragraph 7.1(a) the Council shall have conduct of the reference and shall consult and have due regard to the Developer on the appointment of the solicitor or counsel and the expert witnesses to represent the Council and shall obtain the Developer's approval as to the amount of any sealed offer to be made and keeping the Developer advised of the progress and the result of the same.

7.3 The Developer is entitled to request the Council to offer to settle any claim referred to the Upper Tribunal (Lands Chamber) as referred to in paragraph 7.1(a) of this Schedule 3 at a sum nominated by the Developer which (for the avoidance of doubt) may include any sums which a reasonable commercial Developer would pay by way of additional sum to settle any such proceedings and to avoid incurring additional fees.

## **8. Payment of CPO costs and relevant expenses**

8.1 Subject to paragraph 8.2 below:

- (a) The Developer shall pay and indemnify the Council against all CPO Costs and all other costs payable by the Council under this Agreement.
- (b) The Developer shall pay the CPO Costs to the Council (or as the Council may direct) by cleared funds within 20 Working Days of written demand from time to time or (if sooner) on the date being 3 Working Days prior to the proposed date of payment by the Council to the relevant Owner or Claimant from time to time (but such date shall not be sooner than 10 Working Days following written demand and the Council shall endeavour to ensure that at least 15 Working Days' notice is available for payment following any written demands).



- (c) The Council shall submit to the Developer once a month with an account (the "**Account**") showing the total of the CPO Costs together with such invoices bills vouchers receipts and other documents reasonably required by the Developer to evidence the CPO Costs referred to in the Account.
- (d) The Developer shall pay to the Council (or as the Council may direct) by cleared funds the aggregate of the VAT exclusive amount of the Relevant Expenses set out in the relevant Account within 10 Working Days after the receipt of the Account.

## 8.2

- (a) Prior to incurring any Relevant Expenses or following a request from the Developer the Council shall provide the Developer with estimates in respect of all Relevant Expenses to be incurred up to:
  - (i) Submission of the CPO to the Secretary of State;
  - (ii) Dealing with any objections and the Inquiry;
  - (iii) Dealing with any Judicial Challenge;
  - (iv) Completing acquisition and vesting;
  - (v) Any other relevant steps or matters;
- (b) The Council shall not commit (other than any commitment which automatically arises as a result of the making of the CPO and/or the GVD) to or make any payment to any person (other than minor disbursements up to £1,000 and in aggregate all minor disbursements up to £5,000) in relation to any CPO costs and/or other sums payable by the Developer without first discussing the same at the Sponsor Board meeting and without the prior approval of the Developer which is not to be withheld or delayed where the Council is obliged to make such payment and if such payment is made as a result of the making of the CPO and/or the GVD this shall not negate the requirement of the Developer to indemnify the Council as provided in paragraph 8.1.

## 9. **Suspension of Council's obligations**

Without prejudice to any other remedies and powers available to the Council if the Developer:

- (a) is in breach of its payment obligations in paragraph 8 or
- (b) is otherwise in material breach of its obligations in this Agreement,

then and in any such case the Council shall be entitled to suspend the performance of its obligations under this Agreement including (without limitation) this Schedule and instruct its professional advisers to stop work until the Developer has made good the breach in question to the Council's reasonable satisfaction and/or payment of the sum owed to the Council pursuant to the provisions of this Agreement.

## 10. **Determination**

If this Agreement is determined for whatever reason in accordance with the terms hereof paragraph 8 shall nevertheless remain in full force and effect and the Developer shall make all the following payments to the Council:

- (a) all payments and sums of any kind in respect of all Outstanding Interests which had been acquired by the Council prior to the date of determination or in respect of which the Council shall have entered into an agreement prior to the date of determination to acquire the same subject to being transferred to the Developer pursuant to clause 4

as part of the Council's Acquired Site which has not previously been transferred to the Developer;

- (b) all CPO Costs (whether or not in relation to the Outstanding Interests referred to in paragraph 10(a) above) which the Council has incurred prior to the date of determination and/or where the Council is otherwise under an obligation to pay any CPO Costs in connection with the making and/or pursuant of the CPO; and properly incurred by the Council prior to the date of determination;
- (c) all Relevant Expenses incurred by the Council prior to the date of such determination and any such expenses properly incurred by the Council following the date of determination.

Provided that where the Developer's consent is required for such costs under the terms of this Agreement then such consent is deemed to have been obtained

11. **Miscellaneous**

Notwithstanding any other provisions of this schedule the Council shall not be obliged to do or omit to do any act or thing the doing or omission of which would or may be unlawful or ultra vires or constitute maladministration by the Council.

## Schedule 4

### (Planning)

1. Before submitting a Planning Application, the Developer shall at the Developer's own expense submit a draft to the Council for approval and the Council shall provide comments on the same within 15 Working Days.
2. The Developer shall be responsible for submitting at the Developer's own expense the Planning Application (in accordance with the approved draft) together with (if reasonably required by the Council) a second Planning Application to the intent that both applications will be twin-tracked} to the Planning Authority in accordance with the Programme and shall use reasonable endeavours to obtain the Planning Permission as soon as reasonably practicable following such submission and thereafter implement or procure the implementation of the Planning Permission in accordance with the Programme.
3. The Developer shall comply with all lawful requirements of the Local Planning Authority to enable it to determine the Planning Application and in particular shall (if requisite or desirable in order to obtain the Planning Permission) enter into any Planning Agreement as approved by the Developer (such approval not to be unreasonably withheld or delayed) and provided further that the same is provided to the Council and the Council gives written approval (such approval not to be unreasonably withheld or delayed).
4. The Developer shall supply the Council with a copy of any planning decision whether issued by the Local Planning Authority or any court, within five (5) Working Days of receipt of that decision.

## Schedule 5

### Sponsor Board

1. The Council and the Developer (or their representatives) will be able to attend and participate in material external meetings relating to the Development, and produce to the other party such information, reports and opinions in writing as shall form the subject matter of the Sponsor Board meeting in sufficient to enable them to consider them beforehand.
2. The Council and the Developer shall ensure that the Sponsor Board meet at least quarterly on at least 10 Working Days' notice of the meeting (or such shorter period as the Council and the Developer may agree).
3. The Sponsor Board will discuss the Development including but not limited to:
  - (a) the acquisition of and/or extinction of interests and rights in or over the Outstanding Interests and the terms on which they are to be acquired or extinguished but only to the extent the Council is required to use their CPO powers;
  - (b) the Common Objectives;
  - (c) any items that could lead to termination of this Agreement;
  - (d) the governance of the Development; and
  - (e) any other matters that the Developer has a duty to consult the Council on.
4. The Developer will give due consideration to the comments made by the Council's Sponsor Board members.
5. The Developer shall provide the Council with monthly written updates (or as otherwise agreed) to include progress towards meeting the Programme, the risk register, financials and matters requiring the Council's input.

## Schedule 6

(Programme)

Preparation of CPO and Statement of Reasons – 30 April 2019

Finalise vision for the Development with pre-app support – 31 May 2019

Council resolution to proceed with CPO – 31 May 2019

Making of CPO by Council – 31 July 2019 (**Date 1**)

Submission of Planning Application – 30 November 2019 (**Date 2**)

Obtaining Planning Permission – 31 January 2021 (**Date 3**)

Completion of land assembly – 31 January 2021 (**Date 4**)

Construction to start on site (Implementation of Planning Permission) – 31 January 2022

The Common Seal of )  
Chichester District Council )  
was affixed to this Deed )  
in the presence of an authorised signatory)

\_\_\_\_\_  
Authorised Signatory

Executed as a deed )  
by Countryside Properties )  
(UK) Limited acting by a director )  
and its secretary or two directors: )

witness

X PV. M  
\_\_\_\_\_  
Director

X PL

\_\_\_\_\_  
Director/Secretary Witness

Witnessed by:  
Name: T M Warren  
Address: The Mole Hill, Hollow Road, Molehill Green,  
Nr. Felsted, Great Dunmow, Essex CM6 3JF  
Occupation: Chartered Secretary

## **Supplemental Agreement**

supplemental to a development agreement relating to land at  
Tangmere, Chichester, West Sussex

- (1) Chichester District Council
- (2) Countryside Properties (UK) Limited

Dated 3 APRIL 2020

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This Deed is made on

3 APRIL 2020

Between

- (1) **Chichester District Council** of East Pallant House, Chichester, West Sussex PO19 1TY (the "**Council**"); and
- (2) **Countryside Properties (UK) Limited** (company number 00614864) whose registered office is at Countryside House, The Drive, Brentwood, Essex CM13 3AT (the "**Developer**").

**Background:**

- (A) The Council and the Developer have agreed to vary the Development Agreement on the terms set out in this Deed.

This Deed witnesses as follows:

1. **Definitions and interpretation**

1.1 In this Deed, unless the context otherwise requires, the following definitions shall apply:

"**Deed**" means this deed including any schedule or annexure and all documents supplemental or collateral to it.

"**Development Agreement**" means the agreement relating to land at Tangmere, Chichester, West Sussex dated 5 February 2019 made between (1) Chichester District Council and (2) Countryside Properties (UK) Limited and all documents supplemental or collateral to it.

"**Effective Date**" means the date of this Deed.

1.2 In this Deed:

- (a) unless expressly stated otherwise, any reference to a statute or statutory provision or other legislation (whether specifically named or not) includes any orders, bye-laws, directions, notices, regulations, instruments and any subordinate legislation made under or deriving validity from it and any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it whether such statute or statutory provision or other legislation comes into force before or after the date of this Deed;
- (b) unless expressly stated otherwise, words in the singular include the plural and vice versa and words in one gender include any other gender;
- (c) a reference to a "**person**" includes any individual, firm, body corporate, association or partnership, government or state (whether or not having a separate legal personality);
- (d) unless expressly stated otherwise, a reference to clauses and schedules are to clauses of and schedules to this Deed and references to paragraphs are references to paragraphs of the schedule in which they appear;
- (e) the table of contents and headings are for the convenience only and shall not affect the interpretation of this Deed;
- (f) general words shall not be given a restrictive meaning where they follow one or more specific terms indicating a particular category of act, matter or thing or where they are followed by examples. The words "including" and "in particular" (or similar) shall not limit the generality of any preceding words;

(g) the release or compromise in whole or in part of the liability of or grant of any time or indulgence to any one or more of joint and several obligors shall not affect the liability of the other or others; and

(h) this Deed may only be varied in writing signed by the parties.

**2. Variation**

2.1 The parties hereto agree that from and including the Effective Date, the Development Agreement shall be read and construed as varied by the provisions set out in the Schedule.

2.2 The Development Agreement shall continue in full force and effect as varied by this Deed.

**3. Record of variation**

Promptly following completion of this Deed, a memorandum of this Deed shall be endorsed on the Development Agreement by the Council and on its counterparts by the Developer in the following terms:

"This Development Agreement has been varied by a Supplemental Agreement dated 2020 and made between (1) Chichester District Council and (2) Countryside Properties (UK) Limited."

**4. Declarations and agreements**

This Deed is supplemental to the Development Agreement.

**5. Exclusion of third party rights**

Unless expressly provided in this Deed, no express term of this Deed or any term implied under it is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

**6. Governing law and jurisdiction**

6.1 This Deed and any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection with it, its subject matter or formation shall be governed by English law.

6.2 The parties irrevocably agree that the English courts shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with this Deed, its subject matter or formation.

**In witness this Deed** has been executed and delivered on the date appearing at the head of page 1.

## Schedule

### Variations to Development Agreement

**1. Replacement of Definition of Plan**

The definition of Plan in clause 2.1 of the Development Agreement shall be deleted and replaced with:

**"Plan"** means the plan attached to the supplemental agreement dated 2020 and made between (1) Chichester District Council and (2) Countryside Properties (UK) Limited.

**2. Replacement of Definition of Property**

The definition of Property in clause 2.1 of the Development Agreement shall be deleted and replaced with:

**"Property"** means the property (together with the buildings thereon) shown coloured pink on the Plan more particularly described in Schedule 1.

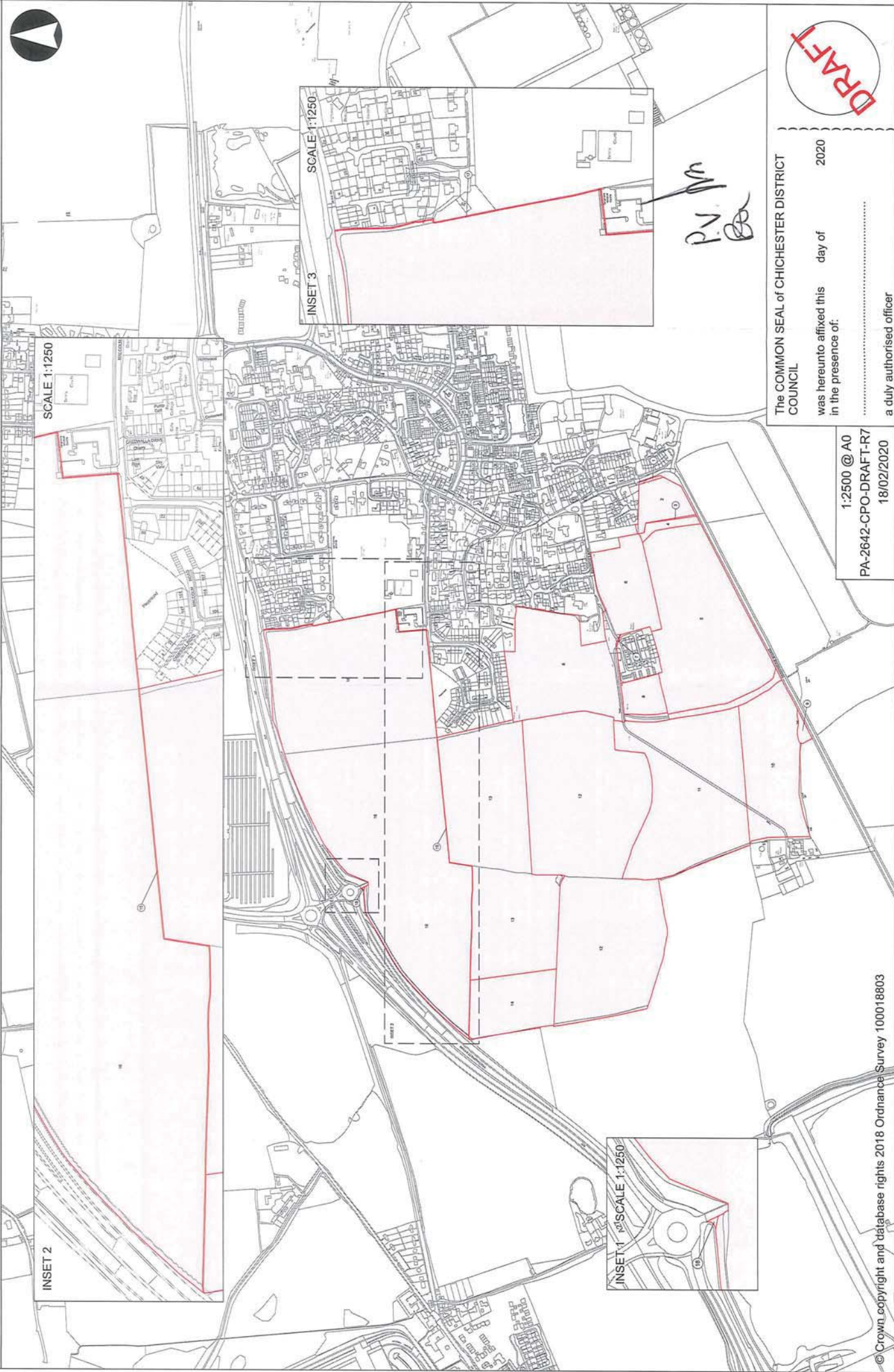
**3. Replacement of Schedule 1**

The wording in Schedule 1 of the Development Agreement shall be deleted and replaced with:

All that freehold land shown coloured pink on the Plan being land at Tangmere, Chichester, West Sussex.

## Plan

MAP REFERRED TO IN THE CHICHESTER DISTRICT COUNCIL (TANGMERE)  
COMPULSORY PURCHASE ORDER 2020



**DRAFT**

The COMMON SEAL of CHICHESTER DISTRICT COUNCIL  
was hereunto affixed this      day of      2020  
in the presence of: .....  
a duly authorised officer

1:2500 @ A0  
PA-2642-CPO-DRAFT-R7  
18/02/2020

The Common Seal of )  
Chichester District Council )  
was affixed to this Deed )  
in the presence of an )  
Authorised Signatory )

\_\_\_\_\_  
Authorised Signatory

Executed as a Deed by )  
Countryside Properties (UK) )  
Limited acting by a director )  
in the presence of )

P.V. [Signature]

Signature of witness:

[Signature]

Name: PENNY LYONS

Address: 143 MARINE PARADE, LEIGH-ON-SEA

Occupation: RETIRED ESSEX SS9 2RB