



GERALDEVE

Proof of evidence:
J Alexander F Gillington

On behalf of:
The Church Commissioners for England

In respect of:
Chichester District Council (Tangmere) Compulsory Purchase Order 2020

Property:
Land at Tangmere - Plots 9, 10, 11 and 12: the "Church Commissioners Land"

AFG/CEG/CEL 17 August 2021
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1 Qualifications and Instructions

- 1.1 I am a member of the Royal Institution of Chartered Surveyors (RICS) and a Partner in the Planning and Development team, of Gerald Eve LLP, Chartered Surveyors and Property Consultants, London W1, with offices at City of London, Birmingham, Cardiff, Glasgow, Leeds, Manchester, Milton Keynes and West Malling.
- 1.2 I have over 20 years' experience of development consultancy, including agreeing conditional and unconditional disposals of land for housing which form part of large-scale masterplan areas. I also advise on option/promotion and landowner agreements. I am experienced in matters relating to compulsory purchase and compensation on behalf of claimants, acquiring authorities and developers.
- 1.3 I have acted as an independent expert and appeared as an expert witness in the High Court, Lands Chamber, Public Inquiries. I have also presented cases to Inspectors at Examinations in Public to Core Strategies and other Local Development Plan Documents. I have set out my curriculum vitae at Appendix AG1.
- 1.4 I advise the Church Commissioners for England ("**The Commissioners**") on their Strategic Land Portfolio across the South of the Country. I am responsible for all development consultancy matters, including land agreements, disposals and acquisitions, valuations, and compulsory purchase.
- 1.5 I am familiar with the Tangmere Strategic Development Location ("**TSDL**") and the various land interests having advised on it since 2015 and inspected it on numerous occasions.
- 1.6 Chichester District Council ("**the Council**") made the Chichester District Council (Tangmere) Compulsory Purchase Order 2020 ("**the Order**") on 28 October 2020 pursuant to Section 226(1)(a) of the Town and Country Planning Act 1990 (as amended) ("**1990 Act**").
- 1.7 The Order was made to enable the acquisition of land interests to be transferred to Countryside Properties UK Ltd ("**Countryside**"), the Council's development partner.
- 1.8 I was instructed to provide compulsory purchase evidence for the CPO Inquiry by The Commissioners due to my experience of the site and dealing with similar matters at other sites.
- 1.9 Ms Roberts has provided advice on planning matters and her Proof of Evidence should be read alongside mine.

1.10 I make references in this Proof, where appropriate, to the relevant paragraphs in the Council's Statement of Case. In doing so I have abbreviated this to SoC.

2 Scope of Evidence

- 2.1 Guidance to acquiring authorities in England on the use of compulsory purchase powers is set out in MHCLG's 'Guidance on compulsory purchase process and the Crichel Down Rules (July 2019)' ("**the CPO Guidance**")
- 2.2 I am instructed to give evidence on behalf of The Commissioners in respect of compulsory purchase and development matters, in their capacity as objector to the Order.
- 2.3 The Commissioners are the registered freehold proprietors of Plots 9, 10, 11, and 12 of the Order Land as shown on the Order Map. The plots comprise the following titles registered at HM Land Registry over which the Council are seeking compulsory purchase powers ("**the Commissioners Land**"):
 - a. Title number WSX323459 (whole)
 - b. Title number WSX323472 (part)
 - c. Title number WSX323495 (part)
- 2.4 The Commissioners are, therefore, a 'qualifying person' pursuant to section 12 of the Acquisition of Land Act 1981.

3 Landowner Promotion and Engagement with the Council

Summary of Church Commissioners Interest and Other Ownerships

3.1 There are three principal ownerships within the TSDL comprising approximately 99% of the total land (“**the Principal Landowners**”):

	Landowner	Acreage / Plots
1	The Church Commissioners for England (“ the Commissioners Land ”)	63.58 acres (Plots 9,10,11, and 12)
2	The Pitts Land (“ The Pitts Family Interest ”)	64.85 acres (Plots 5, 6, 13 and 14)
3	The Heaver Interests Land (“ the Heaver Interest ”)	58.12 acres (Plots 2, 3, 4, 15, 16 and 17)

3.2 There are a small number of other smaller interests comprising the remaining c.1% of the total land which are identified within the Order, though none of these landowners have historically engaged in land promotion. An ownership plan for the TSDL is provided at Appendix AG2. In broad terms, the Commissioners Land comprises the south western part of the TSDL.

3.3 The Pitts Family Interest is represented by Henry Adams LLP and part subject to an option agreement and part a promotion agreement with Seaward Homes, whilst the majority of the Heaver Interest is subject to an option agreement with Bloor Homes.

3.4 Given the Commissioners and the Pitts Family have always shared aligned interests regarding promotion and development of the TSDL, I will collectively refer to them as the “**Southern Landowners**”.

Background on Landowner Discussions and Promotion

- 3.5 Initial discussions between the Principal Landowners and the Council regarding the planning and delivery of the TSDL commenced in 2010. Technical work was undertaken before initial adoption of the Chichester Local Plan (2014 - 2029) on 14 July 2015. Masterplanning and further technical work was undertaken by the Southern Landowners following adoption of the Local Plan.

Masterplanning and Technical Work

- 3.6 The Council states within its SoC (5.26) that *“no material progress was made prior to the adoption of the Local Plan”*. The primary focus during this period was clearly to support the Council in preparing and securing the TSDL allocation within the Local Plan. The Commissioners actively engaged with the Council and other landowners throughout this site allocation period attending regular meetings, appointing a consultant team, and undertaking initial studies and surveys to inform and facilitate the proposed allocation.
- 3.7 In 2012 the Southern Landowners commissioned technical work, appointing White Young Green (WYG) to commence highways and drainage investigations. This included undertaking traffic count surveys along the A27 and in Tangmere around the TSDL.
- 3.8 Early technical work undertaken was commissioned and financed under an informal arrangement between the Southern Landowners which could/would be converted into something more formal at the appropriate time. This prevented unnecessary delays to the progression of the TSDL from a planning perspective.
- 3.9 Following adoption of the Chichester Local Plan, in 2015 and 2016 the Southern Landowners and Seward Homes commissioned further technical investigations building upon earlier work, including ecological surveys in 2015 and further highways and drainage studies and surveys by WYG throughout 2016.
- 3.10 In terms of masterplanning, it was agreed with the Council that the most appropriate planning strategy was to prepare a framework masterplan for the whole site which would ‘lay the foundations’ for related planning applications to follow on.
- 3.11 However, the Council states in its SoC (5.28) that *“the only proposals to bring forward development at the TSDL by any of the existing landowners, have comprised suggestions that development be brought forward on individual land ownerships, on a piecemeal basis”*.

3.12 The Southern Landowners and Seaward Homes instructed OSP Architecture to prepare a strategic framework masterplan document for the whole site. The purpose of the document was to facilitate discussions with the Council and Tangmere Parish Council and to evolve a concept which met both parties' aspirations for the strategic development of the site. The document prepared in August/September 2016 was (contrary to what the Council suggest in its SoC) comprehensive and detailed, providing an advanced Development Framework, which considered the following elements:

- Analysis of existing site context and land uses;
- Constraints;
- Access and movement (including key infrastructure);
- Green Space / ecological features;
- Density / unit typologies; and
- Character Areas.

3.13 Clearly, commissioning such a detailed framework document does not reflect a piecemeal proposal as the Council suggests in its SoC.

3.14 Bloor Homes were consulted throughout this process and provided input as part of the ongoing masterplan discussions, attending relevant meetings with the Council.

3.15 The masterplan document was presented to the Council on 2 November 2016 and Tangmere Parish Council on 14 November 2016 (which followed on from direct engagement with the Parish Council through the Commissioners sitting on the Steering Group of the Tangmere Neighbourhood Plan) and both parties were given the opportunity to comment on the document. Clearly this indicates that, following formal adoption of the Chichester Local Plan, the Principal Landowners were committed to undertaking the necessary next steps towards endorsement of a masterplan.

3.16 Whilst an initial target of summer 2017 was set for formally submitting the masterplan, the Southern Landowners considered feedback on the document from the Council and the Parish Council and continued to develop and adapt the masterplan throughout 2017.

3.17 The Southern Landowners met with the Council on 24 November 2017 to present further update work to the masterplan document and progress generally. The meeting was also used to discuss the further work required for the masterplan document and the process towards it becoming an endorsed document.

- 3.18 The masterplan was made available to the Council as part of their process for selecting a Development Partner. Following appointment of Countryside, the Southern Landowners continued to work closely with them and share the technical work undertaken.
- 3.19 The Framework Masterplan prepared by Countryside was endorsed by the Council on 8 January 2020 (“**the Endorsed Framework Masterplan**”), which built on the previous work undertaken by the Principal Landowners. As such, the Endorsed Framework Masterplan is largely informed by and consistent with the earlier masterplanning work undertaken.

Collaboration & Comprehensive Development

- 3.20 The Commissioners have always shared the Council’s vision that the proposed development of the TSDL is planned and delivered in a comprehensive manner, with all landowners working collaboratively, and this was reflected in the initial masterplan document worked up.
- 3.21 During preparation of the Chichester Local Plan, the Principal Landowners specifically encouraged the Council to include wording within the site-specific allocation policy that emphasised the need for comprehensive development to encourage formal landowners agreement.
- 3.22 Following adoption of the Chichester Local Plan, the Southern Landowners developed a comprehensive framework masterplan document covering the whole TSDL to accord with the Council’s policy objectives.
- 3.23 Following a meeting with the Southern Landowners on 4 January 2016, the Council wrote requesting further commitment. The Southern Landowners responded in March 2016 confirming that they were still committed to working with the Council and other landowners on an equalised basis. They also confirmed they had no wish to delay the process and were still working towards a landowners agreement to underpin the masterplanning/planning process.
- 3.24 At a further meeting on 21 February 2017, the Council made it clear they wished for the Principal Landowners to enter into a collaboration agreement. Immediately following this meeting, the Southern Landowners circulated Heads of terms for agreement.

3.25 The Heaver Interest was initially not prepared to work on a similarly equalised basis and this was the primary point to overcome to progress landowner discussions. As covered in section 4, the basis of equalisation has now been agreed in principle by all the Principal Landowners.

Engagement with CDC on CPO Powers

3.26 Since the Council first considered the use of CPO powers in 2013, the Southern Landowners have largely been supportive of the principle of the Order, and actively encouraged the Council to explore its role in enabling comprehensive development. The Principal Landowners recognised it as a tool to encourage landowners to agree commercial terms and to cleanse any smaller adverse third-party interests within the TSDL land area.

3.27 However, such support in principle was based on the Order not including interests where the landowners were willing and able to collaborate and equalise. It was recognised by the Council at a meeting with landowners on 2 November 2016 that if parties were prepared to agree terms of collaboration there may be no need for a CPO of all interests in the TSDL.

3.28 The Council notified the Commissioners on 19 January 2018 that it was considering making a CPO and that Persona Associates would be requesting information relating to their land interests. The Commissioners cooperated with the Council and provided the relevant information and forms when requested.

4 Current Position with Landowners

4.1 I will below provide a summary of the current position with the Principal Landowners.

Landowners Agreement with Pitts Family Interest

4.2 Since 2010 the Commissioners and the Pitts Family Interest have shared an aligned interest in promotion of the TSDL based on equalisation of interests.

4.3 Heads of Terms were agreed and at the date of this Proof of Evidence, the Commissioners have negotiated and agreed a full draft of a Landowners Agreement and accompanying Cross Options with the Pitts Family Interest.

4.4 The Landowners Agreement forms a counterpart agreement to the voluntary Hybrid Agreement with Countryside and is proposed to be entered into at the same time. The document is fully drafted and agreed. Should the agreement with Countryside not be finalised for reasons outside the Commissioners' control; it is still intended for the Landowners Agreement to be completed in the near term.

4.5 The Landowners Agreement extensively details how the parties will co-operate in the promotion, marketing and sale of their interests. The Landowners Agreement covers:

- Strategic Objectives (enhancing the allocation, working collaboratively);
- Achieving satisfactory planning permission and planning strategy;
- Appointment of additional consultants; and
- Decision making (democratic voting board).

4.6 Clearly this demonstrates cooperation between the Southern Landowners and provides all of the detail required to jointly bring forward a comprehensive development of the TSDL.

4.7 The parties have also agreed a full draft of corresponding Cross Options as a legal mechanism to allow for equalisation of costs and revenues. Upon completion of the Cross Option, each party grants the other an exercisable option over its land and will exercise the option prior to each land transaction. This ensures the parties will be able to deliver the infrastructure and development required. Both parties have also taken tax advice in the formulation of the Cross Options.

Memorandum of Understanding (“MoU”)

- 4.8 All three Principal Landowners have formalised their preferred strategy for bringing forward their respective land holdings to deliver a policy-compliant comprehensive development of the TSDL through an MoU. The MoU is appended at appendix AG3 of this Proof.
- 4.9 The MoU was signed by all major landowners on 30 July 2020 and details Shared Objectives to continue co-operating and collaborating which include:
1. Promptly bringing forward an alternative masterplan for the TSDL pursuant to Policy 7 of the Local Plan; or promptly promoting a scheme which is in line with the Masterplan approved by the Council on 8 January 2020; and
 2. Thereafter promptly bringing forward a comprehensive and sustainable policy compliant development of the TSDL in accordance with the strategic development objectives in the Council’s adopted and emerging planning framework and the Masterplan or alternative masterplan referred to in (1) above; and
 3. To agree an appropriate equalisation methodology approach to determine the value to be applied across their respective land holdings; and
 4. To agree the arrangements for procuring and facilitating the delivery of the policy compliant development in a timescale commensurate with the Council’s aspirations for meeting housing need in the area.
- 4.10 The MoU declares that the parties have the necessary resources and expertise to bring forward their own comprehensive development of the TSDL in accordance with the Local Plan and to deliver the public benefits outlined by the Council at section 5 of the Statement of Case, without the need for the Order.
- 4.11 The Council states in its SoC (2.32 – 5.33) that the MoU “*was only drawn up in the shadow of the Order*” and states a number of reasons why it does not consider it be material.
- 4.12 In my view the key point preventing delivery of the TSDL by the landowners was the initial unwillingness of the Heaver Interest to equalise in accordance with Shared Objectives above. From signing the MoU in July 2020, all the Principal Landowners have now overcome this issue.

4.13 Given this MoU, in my view, it would be a relatively quick and easy exercise to amend the existing Landowners Agreement between the Commissioners and the Pitts Family Interest to include the Heaver Interest on the same terms.

5 Grounds of Objection

Stage of private treaty and historic cooperation

- 5.1 I consider that the Council's case for the compulsory acquisition of the Commissioners Land at this stage is premature given the advanced stage of the Hybrid Promotion/Option Agreement ("**the Hybrid Agreement**") with Countryside.
- 5.2 Paragraph 2 of the CPO Guidance states that authorisation for the use of compulsory purchase powers should only be sought where the Council have demonstrated that "*they have taken reasonable steps to acquire all the land and rights included in the Order by agreement*".
- 5.3 The Southern Landowners have continuously engaged with Countryside in order to secure the Hybrid Agreement. At the date of this Proof, both the Hybrid Agreement and Landowners Agreement have fully agreed drafts and are prepared for engrossment.
- 5.4 Countryside first contacted the Commissioners regarding private treaty negotiations on November 2018. Since then, I have been engaged in uninterrupted and meaningful joint negotiations on behalf of the Southern Landowners given their aligned objectives.
- 5.5 As a registered charity, the Commissioners are required to comply with the obligations of section 119 of the Charities Act 2011 and, "*having considered the surveyor's report, that the terms on which the disposition is proposed to be made are the best that can reasonably be obtained for the charity.*"
- 5.6 Given the above obligations to obtain best value, the parties required sufficient time to negotiate the now agreed terms which met the Commissioners charitable requirements and Countryside's commercially acceptable terms.

Record of Continuous Engagement/Negotiation

5.7 I summarise below the formal engagement on the Hybrid Agreement between Countryside and the Southern Landowners. Additional meetings, calls and emails were also undertaken:

Document /Date	Details
<p>Countryside Initial Letter to Southern Landowners – 7 November 2018</p>	<p>Outlined Countryside’s role as development partner and experience. Countryside offered potential structure and high-level terms for voluntary agreement.</p>
<p>Southern Landowners response to Countryside – 14 March 2019</p>	<p>Southern Landowners confirmed they are aligned and will have aligned responses for a voluntary agreement going forward. Specified preferred agreement structure and responded on key terms raised by Countryside.</p>
<p>Southern Landowners Collaboration Framework to Countryside - 17 July 2019</p>	<p>Following a meeting between parties, the Southern Landowners provided a collaboration framework, essentially commencing HoT discussions with Countryside.</p>
<p>Countryside Collaboration Framework response – 24 September 2019</p>	<p>Countryside provided comments and responses to the collaboration framework</p>
<p>Southern Landowners worked example to Countryside – 23 October 2019</p>	<p>Southern Landowners prepared a worked example of the draft agreement to assist with understanding the collaboration framework</p>
<p>Countryside worked example to Southern Landowners – November 2019</p>	<p>Countryside prepared an alternative worked example to provide further understanding of the heads of terms</p>
<p>Countryside heads of terms to Southern Landowners – 10 February 2020</p>	<p>Countryside prepared formal heads of terms based on the initial framework and worked examples.</p>

Southern Landowners HoT to Countryside – 25 February 2020	Southern Landowners response to Countryside formal heads above.
Further amendments to HoT – March 2020 to September 2020	Between these dates the heads of terms were further negotiated, with at least one amended mark-up provided by the parties each month.
Internal approval processes and signing of HoT 04 September 2020 – 4 November 2020	All parties went through internal approval processes and signed the heads of terms before moving onto drafting of the full agreements.

5.8 Immediately following this, Burges Salmon LLP were instructed in December 2020 to draft the full Hybrid Agreement and accompanying documents. The first draft was provided to Countryside’s solicitors, Osborne Clark LLP, on 1 February 2021 and as at the date of this document, the detail of the Hybrid Agreement is agreed and prepared for engrossments, subject to completion of an accompanying satellite agreement between Countryside and Seaward Homes.

5.9 At all times, the Commissioners have used all reasonable endeavours to progress and conclude agreements with Countryside.

5.10 The Hybrid Agreement is accompanied by a separate deed between the Southern Landowners and Countryside (“**the CDC Deed**”) regulating the exercise of its CPO powers over the relevant land.

5.11 Pursuant to the CDC Deed, the Council undertakes to only exercise CPO powers over the Southern Landowners’ land in the following three sets of circumstances:

1. in the event of a breach of their hybrid disposal obligation (being the obligation to transfer land when required to do so under the Hybrid Agreement);
2. by agreement but only where all the landowners agree acting reasonably to do so; and
3. by agreement in relation to unknown 3rd party interests which impede the delivery of the TSDL scheme with the timing of the acquisition and the means of implementing the CPO powers in these circumstances to be agreed between the parties.

- 5.12 Where CPO powers are exercised by the Council in such limited specified circumstances then:
- a) the compensation payable will be the consideration that would have been payable if the disposal of the relevant interest had taken place in accordance with the Hybrid Agreement; and
 - b) If the amount of compensation payable has not been agreed between the parties within 3 months of the claim the matter is referred to the Upper Tribunal to determine.
- 5.13 Whilst it also potentially slowed the Council's progression of the Order, during the initial outbreak of Covid-19, Countryside furloughed the key member of staff working on the heads of terms between April and July 2020, which was a delay at a crucial point of the negotiations. Furthermore, both members of staff originally working on Tangmere left the Countryside business which also slowed momentum.
- 5.14 Referring to the Hybrid Agreement in its SoC, the Council states that "*this voluntary agreement will be exchanged prior to the commencement of an Inquiry*" (SoC 11.97). The Hybrid Agreement has been prepared for engrossment, subject to completion of the satellite agreements between Countryside and Seaward Homes.
- 5.15 The Hybrid Agreement is the culmination of continued historic cooperation from the Southern Landowners, in respect of delivering comprehensive development of the TSDL. I consider that given the agreed content and status of the voluntary agreements that there is not the necessary public interest justification for the Council to be seeking draconian compulsory purchase powers over the Southern Landowners' Interests to acquire such interests by compulsion.

Ability for Landowners to deliver the TSDL

5.16 Even if the Hybrid Agreement does not exchange, I still do not consider it is necessary or justified for the Council to compulsorily acquire the Commissioners Land as the Principal Landowners have the necessary resources, experience, and expertise to bring forward their own comprehensive development of the TSDL in a timely and efficient manner.

Endorsed Framework Masterplan

5.17 The Endorsed Framework Masterplan Document was submitted to and validated by the Council on 15 November 2019 (ref. 19/02836/MAS). It was consulted on by the Council and was endorsed by the Council's Planning Committee on 8 January 2020. It provides a 'stepping stone' between the site allocation and planning applications, including clear parameters for subsequent planning applications.

5.18 The Endorsed Framework Masterplan sets clearly defined parameters which all subsequent planning applications would need to accord with, which mitigates the risk of independent and piecemeal proposals coming forward.

5.19 The Council has outlined at paragraphs 5.22 to 5.24 of its SoC the supposed need for the Order to enable comprehensive development of the TSDL which is purportedly hinged on the need to avoid what they label as 'piecemeal development'. The word piecemeal wrongly implies that an alternative scheme would mean the TSDL would be the subject of numerous separate planning applications and delivery parties, which we agree would be inappropriate. Collectively, the three Principal Landowners control 98.9% of the TSDL land area so this is clearly not the case.

5.20 Given there is now an agreed Landowners Agreement between the Southern Landowners, and an MoU between all three Principal Landowners, the underlying framework is in place for an alternative planning application to be submitted in accordance with the Endorsed Framework Masterplan or an agreed alternative masterplan (such as the one already prepared by OSP), to provide a comprehensive development of the TSDL.

Planning Application & Delivery Timescale

5.21 The Principal Landowners have the collective experience and existing consultant team required to promptly prepare a robust outline planning application for the TSDL, in accordance with the Endorsed Framework Masterplan. In conjunction with Ms Roberts, I have set out below indicative timescales for the Southern Landowners obtaining planning permissions and securing delivery of the first units on site below:

Period	Milestone
Summer 2021 (6-8 months)	Confirm instructions to existing consultant team to commence work on outline planning application (in accordance with Endorsed Framework Masterplan and engage in pre-application discussions with the Council
Early 2022	Submit outline planning application to the Council
Summer 2022	Obtain resolution to grant from the Council
Autumn / Winter 2022	Section 106 Agreement completed and signed
Early 2023	Secure first phase sale agreement of development agreement with partner
Summer 2023	Submission of first phase reserved matters application
Autumn/winter 2023	Approval of first reserved matters application and start of initial enabling/site works
Winter 2024 Early 2025	Completion/occupation of first homes

- 5.22 I query the need for the Order as the TSDL development could be delivered by the landowners in similar timescales without the need for draconian compulsory purchase powers, in order to assist with providing housing in the area and meeting the Council's housing delivery targets.
- 5.23 The above indicative timescales are not unreasonable given a framework masterplan is already endorsed, and a Landowners Agreement and MoU is in place.
- 5.24 Furthermore, through the preparation and ongoing determination of the Countryside outline planning application, a great deal of planning considerations and impediments have been identified and addressed. For example, there are now clearer indications on elements such as the required package of planning obligations to make the development acceptable in planning terms, which would expedite timescales for negotiation of a future section 106 agreement for a Principal Landowners planning application for example.

Comprehensive Development & Viability

- 5.25 The Council has raised specific planning-based concerns at paragraph 5.23 in their SoC relating to 'piecemeal development' suggesting that it is imperative that one developer brings forward the whole TSDL. In my experience it is common that sites of this strategic size are, in practice, comprehensively planned, developed and delivered by more than one developer or housebuilder acting co-operatively and collaboratively, which would both accord and fully respect the policy requirements and objectives of the Local Plan site allocation policy and Endorsed Framework Masterplan.
- 5.26 The Council also raises concerns regarding the viability of individual land parcels (SoC 5.24). This would be addressed through equalisation, which is an agreed Shared Objective within the MoU, which is signed by all the Principal Landowners. In my experience, equalisation is a reasonably straight forward mechanism, simply based upon sharing of costs and revenue based on gross acreage. This is the approach the Commissioners and Pitts Family Interest have also agreed as part of their Landowners Agreement and Cross Options.

Phasing and Efficient Delivery

5.27 I consider that the Council's case for the compulsory acquisition of the Commissioners Land is also not in the interests of a timely and efficient delivery of the TSDL site, which is in the public interest. The Principal Landowners would be able to provide an improvement on the proposed timescales for delivery of housing within the TSDL.

Start on Site and Early Phases

5.28 If the Order is confirmed for the whole TSDL site, the Council will seek to take possession of all the land within the Order. Countryside and the Council are unlikely to take any development risk until every single interest within the TSDL is secured. Given the level of opposition to the Order, this has the potential to delay start of development on site significantly.

5.29 This is particularly relevant as Countryside's phasing currently suggests beginning in the north on the Heaver Interest, and I understand that Countryside are some way off reaching a voluntary agreement with Heaver and are, therefore, highly likely to have to wait for the Order to be confirmed and implemented.

5.30 Without the need for the Order, the Southern Landowners land could provide an early phase to deliver housing in the southern part of the site. The Commissioners and Pitts Family Interest own and control all of the southern land required for an early phase, which is underpinned by an agreed Landowners Agreement (prepared for engrossment).

5.31 Development access is possible in the south, from Tangmere Road, which obviates the need for having to secure all of the interests in the north, ultimately allowing early delivery of housing in the public interest.

5.32 This early phase would be complimentary to northern phases and could be delivered first. Compliance with the Endorsed Framework Masterplan and the Landowners Agreement would ensure that the spine road and other key infrastructure would be delivered.

Build Out Rate and Outlets

- 5.33 If the Order was successful, Countryside would be solely responsible for delivery of the TSDL. I consider this to have a negative impact on the anticipated build out rates over the course of the development, which would have a direct impact on the Council's ability to meet its housing targets.
- 5.34 Countryside being the sole housebuilder on site will limit delivery of housing both from a construction and sales/marketing perspective. Countryside is likely to follow linear, consecutive phasing with one outlet at a time, which restricts the amount of units that be constructed.
- 5.35 From a sales perspective, if Countryside were to only utilise one sales outlet, with a single brand. It is a disincentive for them to construct units at a quicker rate than they can sell the units, as this will be an oversupply and result in having to lower unit pricing.
- 5.36 Alternative proposals brought about by the Principal Landowners could allow for multiple phases to come forward at an expedited rate, optimising delivery. This approach could utilise sale or development agreements with multiple housebuilders and create more than one outlet which would improve delivery rates. In my experience, sites of this scale with multiple outlets typically target up to 225 units per annum which would be a significant improvement on the proposed rates indicated by the Council and Countryside in its SoC.

6 Conclusions

- 6.1 The Principal Landowners have the necessary resources, experience, and expertise to allow delivery of the strategic objectives of the Order and Local Plan.
- 6.2 The Southern Landowners have consistently engaged and invested in site promotion, technical work and the development of a masterplan document since 2010. They have worked collaboratively with the Council, and Countryside, to seek to bring forward the TSDL and are able to move forward expediently with a first phase.
- 6.3 The Principal Landowners have the ability to prepare a planning application in accordance with the Endorsed Framework Masterplan, which will allow them to collectively bring forward their respective land holdings.
- 6.4 The Principal Landowners have established commercial terms and a clear strategy for equalisation, which will allow a more efficient and comprehensive delivery of the TSDL
- 6.5 Should the Inspector determine that the Heaver Interest should be subject to compulsory acquisition, the Southern landowners are still willing and capable to bring forward their landholdings as a first phase, which will allow more timely delivery and still ensure a comprehensive approach in accordance with the Endorsed Framework Masterplan.
- 6.6 Paragraph 2 of the CPO Guidance states that the Council must have taken reasonable steps to acquire all the land and rights included in the Order by agreement". I consider that given the advanced status and agreed content of the voluntary agreements that there is not the necessary public interest justification for the Council to be seeking draconian compulsory purchase powers over the Southern Landowners' Interests.
- 6.7 I am of the opinion that the Council's proposal to compulsorily acquire the Commissioners Land as referred to in the Statement of Case is unwarranted.
- 6.8 For the reasons set out above, I do not consider that it can be said that the Council has demonstrated the necessary compelling case in the public interest to justify the proposed compulsory acquisition of the Commissioners Land, contrary to the overarching policy test in the CPO Guidance.
- 6.9 Accordingly, the Commissioners hereby respectfully request that the SSHCLG does not confirm the compulsory purchase powers sought over the Commissioners Land.

7 Statement of Truth and Declaration

- 7.1 I confirm that I have made clear which facts and matters referred to in this report are within my own knowledge and which are not. Those that are within my own knowledge I confirm to be true. The opinions I have expressed represent my true and complete professional opinions on the matters to which they refer.
- 7.2 I am also required by the RICS practice statement Surveyors acting as expert witnesses to make the following declaration:
- (i) I confirm that my report has drawn attention to all material facts which are relevant and have affected my professional opinion.
 - (ii) I confirm that I understand and have complied with my duty to the Inspector as an expert witness which overrides any duty to those instructing or paying me, that I have given my evidence impartially and objectively, and that I will continue to comply with that duty as required.
 - (iii) I confirm that I am not instructed under any conditional or other success-based fee arrangement.
 - (iv) I confirm that I have no conflicts of interest.
 - (v) I confirm that I am aware of and have complied with the requirements of the rules, protocols and directions relating to a public local inquiry.
 - (vi) I confirm that my report complies with the requirements of the RICS – Royal Institution of Chartered Surveyors, as set down in the RICS practice statement Surveyors acting as expert witnesses

Signature



Date 17 August 2021

Appendix AG1

Alexander Gillington BSc MRICS

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Alexander is a Partner in the Planning and Development team based in the West End of London.

He is a specialist in development consultancy, compulsory purchase, land transactions, and valuation. Alexander is an adviser to landowners, investors, developers and occupiers across both private and public sectors.

CPO - advice to both acquiring authorities and claimants for the negotiation of compensation and business relocation issues to creation of new structures within schemes to mitigate the financial burden to the acquiring authority and claimant.

Transactions, Sales and Marketing - promoting and selling a number of high profile development sites for both residential and employment development: Advising on complex conditional disposal and option / promotion agreements. Negotiating landowner, collaboration and development agreements. Alexander's specific expertise is in the detail of agreements and finding solutions to legal, technical or planning restrictions.

Valuation - of individual sites with a bias towards development sites across the UK to major central London Estates. Valuation advice is provided for both financial accounts and tax planning purposes including negotiation with the District Valuer.

Advice to Local Authorities and Public bodies includes CPO, valuation, strategic planning and development advice to Bromley Council; Cabinet Office; Central Bedfordshire Council, Croydon Borough Council, the Greater London Authority; and Wellingborough Borough Council.

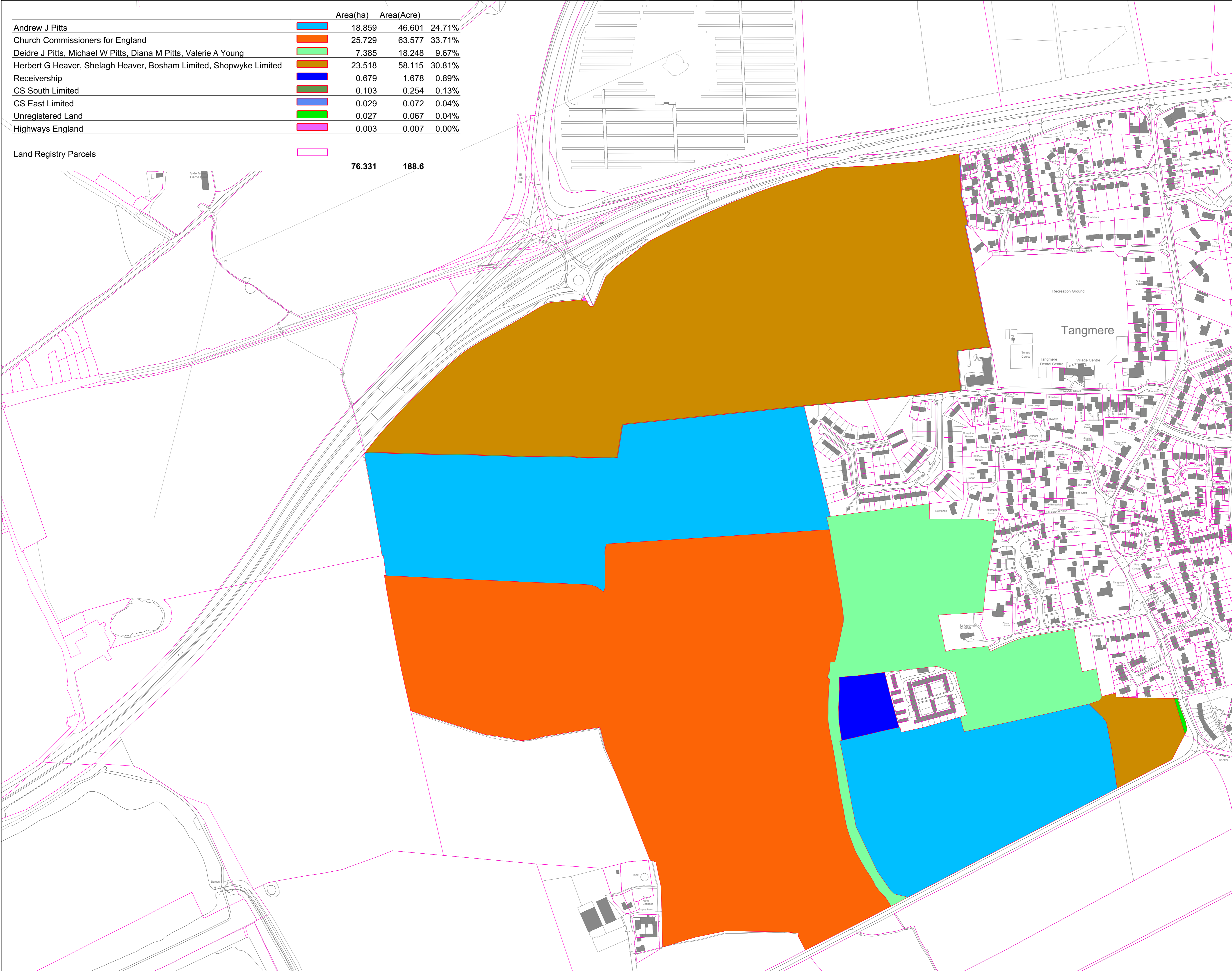
Alexander has acted as an independent expert as well as appearing as an expert witness in the High Court, Lands Chamber, and Public Inquiries. Alexander has also presented clients' case to Inspectors at Examinations in Public to Core Strategies and other Local Development Plan Documents.

Appendix AG2

	Area(ha)	Area(Acre)	
Andrew J Pitts	18.859	46.601	24.71%
Church Commissioners for England	25.729	63.577	33.71%
Deidre J Pitts, Michael W Pitts, Diana M Pitts, Valerie A Young	7.385	18.248	9.67%
Herbert G Heaver, Shelagh Heaver, Bosham Limited, Shopwyke Limited	23.518	58.115	30.81%
Receivership	0.679	1.678	0.89%
CS South Limited	0.103	0.254	0.13%
CS East Limited	0.029	0.072	0.04%
Unregistered Land	0.027	0.067	0.04%
Highways England	0.003	0.007	0.00%

Land Registry Parcels

Area(ha)	Area(Acre)
76.331	188.6



Key

Notes/Revisions		
C 14/11/18	West Sussex Land removed from summary	JB/DH
D 16/11/18	Area and % columns added to schedule	JB/DH
E 25/02/20 20	Ownership based on CPO parcels	SL

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Tangmere
Countryside

Ownership: Summary

180620 /SK016	Revision: E
DRAFT	Date issued:
Scale@A1: 1:1250	Drawn by: SL Checked by: RB

Based upon the 2018 Ordnance Survey Mastermap vector data with the permission of the Ordnance Survey on behalf of Her Majesty's Stationery Office.

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Appendix AG3

Dated 30th July 2020

MEMORANDUM OF UNDERSTANDING

PARTIES

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

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

RECITALS

WHEREAS:

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

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

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

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

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

TERMS

1. The Parties shall continue to co-operate and collaborate in order to:
 - a. Bring forward a masterplan for the TSDL pursuant to Policy 7 of the Local Plan and a comprehensive and sustainable policy compliant development of the TSDL in accordance with the strategic development objectives in the Council's adopted and emerging planning framework;
 - b. Agree an appropriate equalisation methodology approach; and
 - c. Agree a procurement and delivery strategy and demonstrate that the policy objectives can be achieved without the need for the Order.
2. To enable the Parties to maximise the benefits of their collaboration, the Parties shall use reasonable endeavours to:
 - a. Promptly agree the Joint Strategy to achieve the Shared Objectives to be reviewed and updated from time to time;
 - b. Engage the other Parties in discussions in relation to the Shared Objectives and Joint Strategy for the TSDL;
 - c. Keep the other Parties informed about their own progress in relation to implementing the Shared Objectives and Joint Strategy for the TSDL;
 - d. Facilitate regular discussions and meetings between appropriate members of its personnel and those of the other Parties in relation to the Shared Objectives and Joint Strategy for the TSDL;
 - e. Supply to the other Parties or its authorised representatives such information and such assistance as may reasonably be requested from time to time to enable the other Parties to pursue the Shared Objectives and Joint Strategy for the TSDL; and
 - f. Review documentation as soon as reasonably practicable at the request of the other Parties in relation to the Shared Objectives and Joint Strategy for the TSDL.

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

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

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

Signature of Authorised Signatory Mark Jones

Signature of Authorised Signatory Jane Herring

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

Signature of first Director: _____

Signature of second Director: _____

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

Signature of first Director: _____

Signature of second Director]: _____

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

Signature: _____

Signature of witness: _____

Name (in BLOCK CAPITALS): _____

Address: _____

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

Signature: _____

Signature of witness: _____

Name (in BLOCK CAPITALS): _____

Address: _____

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

Signature: _____

Signature of witness: _____

Name (in BLOCK CAPITALS): _____

Address: _____

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

Signature: _____

Signature of witness: _____

Name (in BLOCK CAPITALS): _____

Address: _____

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

Signature: _____

Signature of witness: _____

Name (in BLOCK CAPITALS): _____

Address: _____

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

Signature of first Director: _____

Signature of second Director]: _____

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

Signature of first Director: _____

Signature of second Director]: _____