

Second 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 2021

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This Deed is made on

2021

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 as varied by a supplemental agreement dated 3 April 2020 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 _____ 2021 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 Phasing Strategy

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

"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 shown annexed to a second supplemental agreement dated _____ September 2021 as may be varied from time to time in accordance with this Agreement.

2. Replacement of Schedule 6

The wording in Schedule 6 of the Development Agreement shall be deleted and replaced with the following:

Preparation of CPO and Statement of Reasons – 22 September 2020 (complete)

Finalise vision for the Development with pre-app support – 8 January 2020 (masterplan endorsed)

Council resolution to proceed with CPO – 22 September 2020 (complete)

Making of CPO by Council (Date 1) – 28 October 2020 (complete)

Submission of Planning Application (Date 2) – 6 November 2020 (complete)

Obtaining Planning Permission (Date 3) – 30 September 2022

Completion of land assembly (Date 4) – 30 September 2022

Start on site (initial site preparation works) – 31 December 2022

Construction to start on site (Infrastructure) (Implementation of Planning Permission) – 31 March 2023

First occupation – 31 December 2023

Final occupation – 30 April 2034

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)

DocuSigned by:
Philip Chapman
59BCAFFFD7B9424...

Signature of witness:

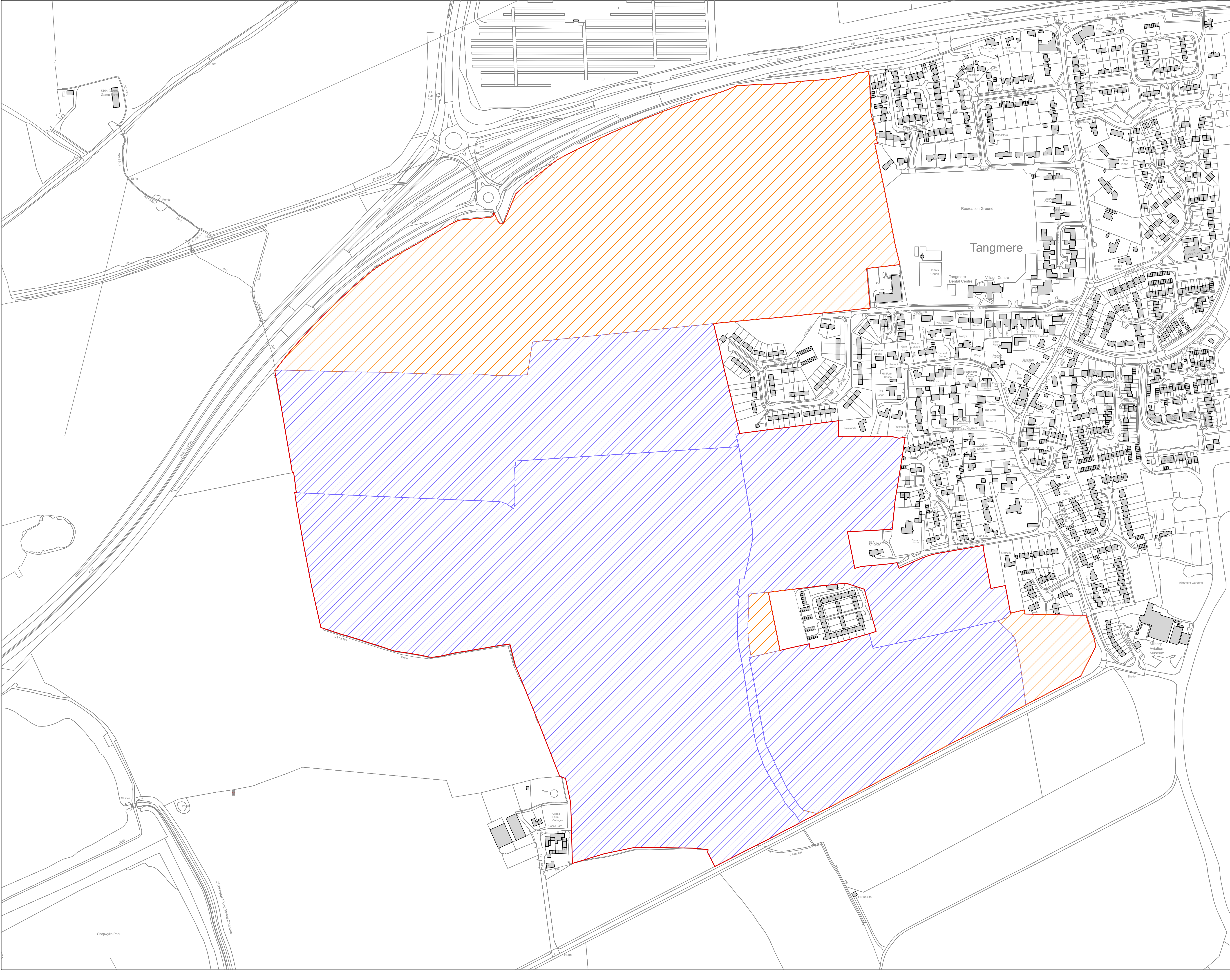
DocuSigned by:
Rory Abbey
D85E6B6A748D4FD...

Name:

Address:

Occupation:

Annexure
Phasing Strategy



Key

- Site extent
- Subject to voluntary agreement
- Phase 1 – Within 6 months of confirmation of the CPO

OS
PC

Notes/Revisions
 A 31/08/2021 OS Data updated

Content sources:
 Site Extent: Based on TOR drawing 180620 TOR 001 Site Location Plan REV A
 Ownership: Based on TOR drawing 180620 TOR 001Z Ownership Summary REV D
 05/2019
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Tangmere Strategic Development
Location
 Countryside Properties (UK) Ltd

CPO Phasing Strategy
Site Extent

Status: DRAFT		Drawn by: SL	Checked by: RB
Project Number: 1806 20	Scale @ A1: 1:2500	Date: 09/08/2021	
Drawing Number: TOR-LEG-004	Revision: A		

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TERENCE O'ROURKE

LONDON
 23 Hickton Street
 London W1B 4BQ

BIRMINGHAM
 Enterprise House 115 Edmund Street
 Birmingham B3 2JU

BOURNEMOUTH
 Everdene House Deansleigh Road
 Bournemouth BH17 7DU

TELEPHONE
 020 3664 0735
 www.torltd.co.uk

Chichester District Council (Tangmere) Compulsory Purchase Order

Revised CPO Phasing Strategy

This revised CPO Phasing Strategy has been prepared by Countryside Properties (UK) Ltd for agreement with Chichester District Council following the completion of voluntary agreements with two of the principal landowners of the Tangmere Strategic Development Location.

The table below sets out the proposed revised CPO Phasing Strategy, which is intended to supersede and replace the original CPO Phasing Strategy dated 3 May 2019. A comparison against the revised Timetable as presented to full Council on 22 September 2020 is also included for ease of reference.

Project	Original CPO Phasing Strategy (3 May 2019)	Revised Timetable presented to Council (22 Sep 2020)	Revised CPO Phasing Strategy
Signing of development agreement	February 2019	February 2019	February 2019 <i>(complete)</i>
Masterplan completed	November 2019	January 2020	January 2020 <i>(complete)</i>
Statement of reasons	Mid-May 2019		September 2020 <i>(complete)</i>
Re-referencing exercise	Mid-June 2019		February 2020 and September 2020 <i>(complete)</i>
Council resolution to make CPO	July 2019	September 2020	September 2020 <i>(complete)</i>
Planning application submitted	November 2019	October 2020	November 2020 <i>(complete)</i>
Resolution to grant planning permission	March 2020	March 2021	March 2021 <i>(complete)</i>
CPO inquiry to start	May 2020	April 2021	September 2021
CPO decision	May 2021	October 2021	March 2022
GVD Phase 1*	February 2022	February 2022	September 2022
Start on site	February 2022	February 2023	31 December 2022 (initial site preparation works) 31 March 2023 (implementation of planning permission)
GVD Phase 2	November 2022		N/A
GVD Phase 3	August 2023		N/A
GVD Phase 4	May 2024		N/A

* GVD Phase 1 as shown on the attached CPO Phasing Plan

Second 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 6th SEPTEMBER 2021

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This Deed is made on — 6TH SEPTEMBER — 2021

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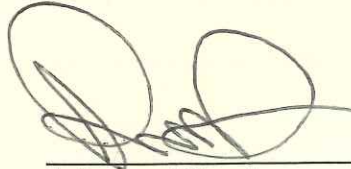
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First occupation – 31 December 2023

Final occupation – 30 April 2034

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

)
)
)
)
)



Authorised Signatory



122/2021

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

Signature of witness:

Name:

Address:

Occupation:

Annexure
Phasing Strategy

Chichester District Council (Tangmere) Compulsory Purchase Order

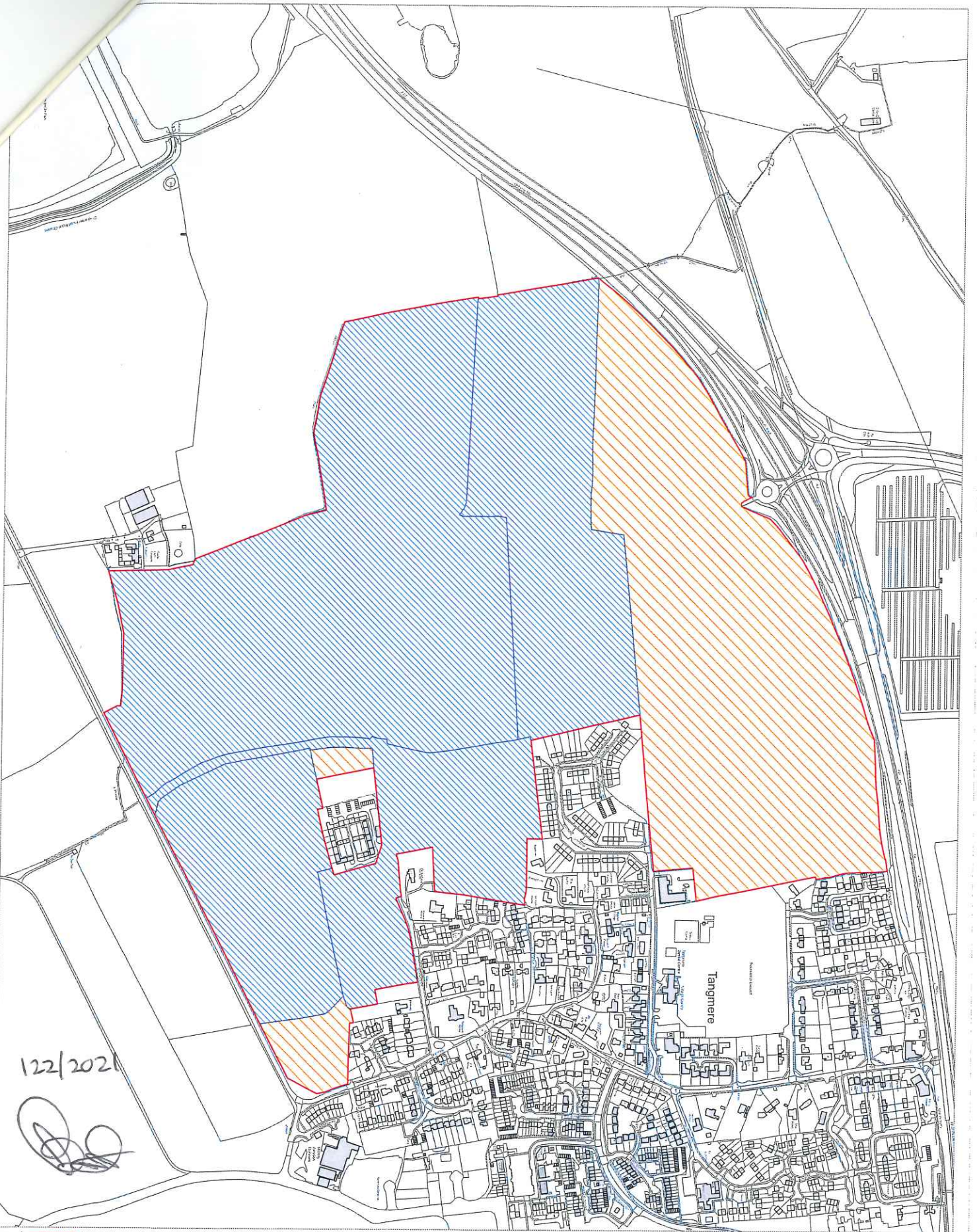
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GVD Phase 2	November 2022		N/A
GVD Phase 3	August 2023		N/A
GVD Phase 4	May 2024		N/A

* GVD Phase 1 as shown on the attached CPO Phasing Strategy Site Extent Plan



122/2021

- Site Area
- Subject to Veterinary Approval
- Phase 1 - Within 8 months of completion of the CPO

27/08/2021 OS Data loaded

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Location & Strategic Development
 Countryside Properties (UK) Ltd

CPO Planning Strategy
 Site Extent

DATE	DESCRIPTION	BY	CHECKED BY
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09/08/2021			
10/11/2021			

TERENCE PROURCE
 ARCHITECTS

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