
Subject: FW: Chichester District Council (Tangmere) Compulsory Purchase Order 2020 [IWOV-DJB-DMS.FID124927] [RC-ACTIVE.FID798306]

From: Peter Roberts

Sent: 06 September 2021 13:49

To: 'Matthew Bodley' <Matthew@matthewbodleyconsulting.com>

Cc: Ged Denning <ged.denning@dwdllp.com>; 'Jon Callcutt' <Jon.Callcutt@cpplc.com>; 'john@jhfarming.co.uk' <john@jhfarming.co.uk>; 'Trevor.Goode@ashurst.com' <Trevor.Goode@ashurst.com>; afrost@chichester.gov.uk; Yohanna Weber <Yohanna.Weber@djblaw.co.uk>; Brian.Cheung@ashurst.com; Charlie.Reid@ashurst.com; Henry.Moss@ashurst.com

Subject: RE: Chichester District Council (Tangmere) Compulsory Purchase Order 2020 [IWOV-DJB-DMS.FID124927]

Matt

Thank you for your email. I apologise for the delay in sending you this response but as I trust you have been made aware, Ged has been taken ill.

Before I take instructions I comment as follows:

- **Parties** – I had set out a R2 assessment/compensation code approach in respect of each of your clients' interests where terms have not yet been completed on the understanding that your clients now wished to proceed on a compensation code basis. I am grateful for your clarification.
- **Property** – Tangmere corner will be included within the CPO in order to ensure that development is delivered. The question as to who delivers development on that, or indeed any of the land, is an entirely separate point and does not affect the need for the land to be included in the Order.
- **Consideration** – You asked for opinions of R2 MV and these were set out in the offer terms together with a full explanation – this was not an opening offer but a genuine opinion. This is no different to your client making an advance payment request save that, in those circumstances, your clients would only receive 90% rather than the full amount. I fully respect that you/your clients disagree with the offer and feel confident of their position but I have already advised you as to what would be needed from you/your clients before I would be able to reconsider my recommendations. Put simply, our assessment of the R2 assessment does not increase merely because your clients have reduced their minimum land price expectation from £30M to £12M.
- **Basic Loss Payments** – noted.
- **Mechanism** – The land will be transferred on the date that the confirmation of the CPO is immune from JR assuming that your clients have complied with the conditions in the meantime. If your client does not comply with the conditions the Council will fall back on their CPO powers. For clarity I am suggesting that the valuation date would be the date that the land is transferred.
- **Council's role** – I fully understand your point and will confirm the position.
- **Fees** – Have already been debated previously. The previous HOTs proposed an arrangement in respect of professional fees applicable only to the commercial terms being offered at that time. Your clients will need to provide a detailed breakdown of fees and how they have been incurred in relation to these negotiations. Fees after land transfer will be assessed by reference to the compensation code.
- **Deposit** – I see no reason to recommend a deposit.
- **Longstop date** – This is not required as the land will be transferred as set out above.
- **Conditionality** – noted

It appears to me from your comments that the substantive issue between us is not the basis of R2 compensation but the amount to be paid in exchange for the withdrawal of your clients' objections which is an entirely different issue. As you know, compensation is not a matter for consideration by the Inquiry as to whether or not the CPO should be confirmed. I would therefore be grateful if you would confirm that your clients will agree to the R2 compensation

offers as attached to my previous email before I expend too much time on dealing with the other terms, bearing in mind that if we can't agree this the other terms are superfluous.

As my emails and the Heads of Terms hopefully make clear your clients will still have the option of submitting a claim and pursuing their arguments to the UTLC if they remain of the view that they are entitled to further compensation and the acceptance of this offer would be considered to be without prejudice to their claim.

I have raised your point regarding an adjournment with the Acquiring Authority and am instructed that such an adjournment would be premature at this stage.

Kind regards

Peter

From: Matthew Bodley <Matthew@matthewbodleyconsulting.com>

Sent: 01 September 2021 11:59

To: Sam Smith <sam.smith@dwdllp.com>

Cc: Peter Roberts <peter.roberts@dwdllp.com>; Ged Denning <ged.denning@dwdllp.com>; 'Jon Callcutt' <Jon.Callcutt@cpplc.com>; 'john@jh farming.co.uk' <john@jh farming.co.uk>; 'Trevor.Goode@ashurst.com' <Trevor.Goode@ashurst.com>; afrost@chichester.gov.uk; Yohanna Weber <Yohanna.Weber@djblaw.co.uk>; Brian.Cheung@ashurst.com; Charlie.Reid@ashurst.com; Henry.Moss@ashurst.com

Subject: RE: Chichester District Council (Tangmere) Compulsory Purchase Order 2020 [IWOV-DJB-DMS.FID124927]

Subject to Contract

Hi Peter and Ged

I spoke briefly with Ged on Friday afternoon and understand that he is back from leave and will therefore be taking the lead on this again, but have copied everyone in for continuity.

I note that the Council and Countryside are prepared to proceed on the basis of an agreement that reflects my client's entitlement to compensation and that you have drafted a fresh set of heads of terms. I had hoped that you would provide comments on the ones that I had issued rather than drafting a fresh set as I think that this would have been more straightforward. Notwithstanding this, I have reviewed your draft heads and provide comments as follows:

- Parties – the parties will only be Bosham Limited, Shopwyke Limited, CS East Limited and CS South Limited. The other parties you have referred to are being dealt with separately and separate Heads of Terms to deal with these are at an advanced stage.
- Property – any transfer by agreement will only be in respect of plots 15, 16 and 17. Tangmere Corner will be excluded. As previously advised, my client wishes to retain Tangmere Corner in order to develop this plot itself in accordance with the masterplan endorsed by the Council. This has previously been accepted by your client in open correspondence. Your client and the Council have clearly accepted that they don't need Tangmere Corner in order to achieve their objectives. As stated above, the rights and interests owned by other Heaver parties are being dealt with separately.
- Consideration – we are clearly miles apart on our opinion of value. My client is prepared to move significantly on its requirements as to the minimum land price as we are confident of our case at the Lands Chamber. However, we cannot drop to the sorts of levels you have proposed which appear to be limited to agricultural values with no recognition of any form of development potential or ransom, which is entirely unacceptable. It is also significantly below the Minimum Land Price proposed by your client in their previous offer, albeit that was on a different approach. Therefore, I am instructed to propose a revised minimum land payment of £12m which would be payable on transfer. My client's right to pursue their full compensation claim via the Lands Chamber will be reserved.

- Basic Loss Payments – my client is content with your proposal that we don't need to define the amount of the Basic Loss Payments within the agreement and can instead simply state that these will be calculated in accordance with statute, however, it needs to be noted that three separate BLPs will be payable in respect of the three separate interests of (1) Bosham and Shopwyke, (2) CS East and (3) CS South.
- Mechanism for Implementation – your Heads do not provide any form of mechanism for implementation. It is not clear from your heads when you are suggesting the land transfer will occur. You refer to the Valuation Date and the commencement of limitation period for a Lands Chamber reference being the date of the agreement. Are you suggesting that the transfer will happen on the date of the agreement? Presumably not as you are saying that the agreement will be conditional on confirmation of the CPO. I had put forward a mechanism at point 17 of my draft heads which provided for the transfer to be triggered by a put and call option which could be exercised by either party on three months' notice following confirmation of the CPO. I propose that we adopt my proposed drafting on this point.
- Valuation Date – as mentioned above you have suggested that the valuation date and the date for commencement of the statutory limitation period should be the date of the agreement. This is not in line with the relevant law which requires that these dates should be the date of transfer.
- Council's role – whilst the Council is defined as a party in your heads it is not clear what role, if any, you are suggesting that they should play in the agreement. You refer to the transfer being to the Developer/Purchaser, which is Countryside. The transfer needs to be to the Council in order that my client can benefit from rollover relief on Capital Gains Tax in line with their statutory rights if the land was acquired by a body possessing CPO powers. This should not present any problems on your side as the DA provides for the transfer of land from the Council to Countryside and contains appropriate indemnity provisions for reimbursement of costs. My client also requires the Council, as opposed to Countryside, to be directly liable for the outstanding compensation claim it intends to pursue.
- Fees – my client requires payment of all fees incurred to date. I understand that details of these have been provided in the past but an up to date record can be provided. My client also requires reimbursement of fees going forward for settling the outstanding claim in accordance with their statutory entitlement.
- Deposit – my client requires payment of a deposit on exchange as proposed in my previous heads. This will be deductible from the consideration payable but not reimbursable in the event the agreement is not implemented.
- Longstop Date – my client requires a longstop date, as proposed in my previous heads. This is in order to prevent their interests from being fettered indefinitely in the event that the scheme does not proceed. This should not present a concern to your client as the Council has committed to taking possession of all land within six months of confirmation of the CPO.
- Conditionality – the agreement will be conditional only on the confirmation of the CPO. Any board approvals required by your client will need to be obtained before entering into the agreement.

I should be grateful if you would take instructions on the above and get back to me so that we can see if there is any realistic prospect of securing an agreement. Depending on what you come back with I suggest that I then draft a composite set of Heads of Terms based on the most recent ones from you and I and reflecting the latest comments. I have some other fairly minor comments on your draft heads but I can pick these up in drafting the consolidated heads if we are able to get to that point. The main comments are above.

I think that we should be able to agree a mutually acceptable set of Heads of Terms this week but I anticipate that it will then take a few weeks for the lawyers to complete an agreement. As I mentioned on the phone, if terms can be agreed then I consider that it would be appropriate to make a joint approach to the inspector to request an adjournment to allow the agreement to complete. I think it would be premature to make that approach now until we see if we can agree Heads of Terms but, as mentioned on our call on Friday, I suggest that you should raise this with your client.

I trust the content of this email is clear but should you wish to discuss please do not hesitate to contact me, either by email or on the mobile.

I look forward to hearing from you.

Regards
Matt

Matthew Bodley MRICS
Matthew Bodley Consulting
5th Floor, 15 Hanover Square, London W1S 1HS
T: +44 (0)20 7399 0600
M: +44(0)7814 545287
E: matthew@matthewbodleyconsulting.com

www.matthewbodleyconsulting.com

From: Sam Smith <sam.smith@dwdllp.com>
Sent: 25 August 2021 17:00
To: Matthew Bodley <Matthew@matthewbodleyconsulting.com>
Cc: Peter Roberts <peter.roberts@dwdllp.com>; Ged Denning <ged.denning@dwdllp.com>; 'Jon Callcutt' <Jon.Callcutt@cpplc.com>; 'John@jhfarming.co.uk' <john@jhfarming.co.uk>; 'Trevor.Goode@ashurst.com' <Trevor.Goode@ashurst.com>; afrost@chichester.gov.uk; Yohanna Weber <Yohanna.Weber@djblaw.co.uk>
Subject: Chichester District Council (Tangmere) Compulsory Purchase Order 2020 [IWOV-DJB-DMS.FID124927]

Sent on behalf of Peter Roberts

Dear Matt

I will leave the matter of fees to you and Ged, but thank you for clarifying your position.

Whilst I have not been personally involved in the historic discussions, I am informed that Countryside and the Council do not recognise your description of the negotiations. However, it does not seem particularly helpful or productive to debate this point further at the present time. The bottom line is that the terms offered to your clients previously, following considerable endeavour on the part of Countryside, are consistent with those agreed with other landowners in the TSDL and, prior to your involvement, were understood to be acceptable to both your client and their agent (i.e. your predecessor).

As a general comment you and I both know that it is not uncommon for landowners to seek to benefit from impending Inquiry proceedings to engineer a settlement in excess of the compensation that would otherwise be payable in exchange for the withdrawal of their objection. However, your clients' expectations significantly exceed anything that the UTLC are likely to award. In addition, in any event, your approach is fundamentally flawed.

Before I provide further commentary in respect of a compensation code approach I would like to directly address two points you have raised:

- As I am sure you and your clients are already aware, the archaeological finds etc that I referred to in my previous email are detailed within the ES that has been in the public domain and therefore freely available to your clients and their advisors since November 2020. I am not aware of any outstanding requests in respect of other surveys or reports that are not similarly in the public domain.
- As you will also already know, the terms agreed with Bloor are in respect of the delivery of development rather than land acquisition and are set out within the Statement of Case. As such, the Option Agreement was not relevant to those discussions. Similarly the terms agreed with Bloor are not relevant to the assessment of compensation in respect of your clients' various interests.

I have previously confirmed that, whilst your approach is a radical departure from your predecessor's position, Countryside and the Council are of course prepared to agree terms on a 'straight' compensation basis, and I requested an unredacted copy of the Promotion and Option Agreement precisely for that purpose. In addition, I requested clarification from you on a number of points all of which are relevant to a compensation code approach.

Notwithstanding the lack of progress and/or response on these points, I have attached proposed template Heads of Terms and a schedule of values for each interest/plot which adopt a strict compensation code approach having regard to the actual circumstances of ownership and matters to which each title is subject.

With regard to Plot 16, key parts of the Promotion and Option Agreement which are directly relevant to the assessment of market value have been redacted by your clients and I have therefore formed my own view as to what those terms are likely to provide for. I have also taken into account that Bloor have had ample opportunity since entering into this agreement and prior to this CPO to pursue a planning permission, indeed were specifically required to do so, but, as far as I am aware, nothing has happened. Prospective purchasers of your clients' interests in the "no scheme world" would therefore be entitled to take account of reality and draw their own conclusions as to the prospect of the option being triggered in preparing their bids.

As you will already be aware, neither the willing seller(s) nor the purchaser(s) of the freehold interest(s) in the "no scheme world" can implement development until expiry of the Agreement. They would therefore assess the likelihood of any option payment against the background of inaction by Bloor and consider the risk that Bloor could allow the Agreement to run its course. The hypothetical purchasers would then consider their options following the expiry of the Agreement including the potential or otherwise for securing planning permission and their dependency on other parties to implement such consent. In addition, the prospective purchasers would be fully aware of the pre-emption provisions in favour of Bloor.

In contrast, your valuation approach assumes as a matter of absolute certainty that there would be a single hypothetical purchaser who would purchase all of the various different interests held by the different corporate entities (i.e. Bosham Ltd, Shopwyke Ltd, CS East Ltd, etc) as a single acquisition at a price marginally in excess of whatever Bloor would pay if they chose to exercise their option, even though there is no certainty either that Bloor would trigger the option, or that, it would be possible to obtain a planning permission which would confer sufficient value to match or exceed the purchase price.

Putting to one side that in my view there is no basis to assume a single acquisition of all the different interests at the same time by the same party, I consider that no purchaser would follow your approach. However, as I pointed out in my previous email, if you have market evidence of purchasers acting in this way please do forward it to me for my consideration.

In reality, your approach has nothing to do with market value and it is apparent that you are actually trying to claim for what your various clients would theoretically and collectively receive in a hypothetical world where there is no sale, where they retained their interests and Bloor were compelled to exercise their option over the entirety of your clients' land regardless as to whether they could secure an implementable planning consent together with the third

party agreements that would be required to deliver other interests. Put simply you are claiming for a loss of potential uncertain future profit as if that profit was received today and was certain. As I am sure you are aware, that approach has several flaws and would be soundly rejected by the Lands Tribunal.

In contrast, I have assessed what willing purchasers in the market would pay to acquire your various clients' interests by reference to the "Rule 2" definition of market value which assumes that your clients were willing sellers prepared to accept the highest bid in the market place regardless as to whether those bids matched your clients' expectations in order to dispose of their interest having regard to all matters affecting that interest.

In assessing market value I have had regard to planning policy and the prospect of obtaining implementable consent. In this regard you will be aware that the adopted Local Plan Policy 18 allocates TSDL for 1,000 homes and associated uses. Adopted Policy 7 requires a comprehensive master planning process and outlines a number of requirements. The Tangmere Neighbourhood Plan was made in 2016 and includes a concept plan and a range of master planning principles, including a Village Main street and a North South link road, as well as other agreed local requirements. The emerging Local Plan has broadly similar requirements, although it proposes an increase to 1,300 homes.

Furthermore, the Council's approach to master planning strategic development is well established in policy terms and is in place to secure the delivery of strategic sites as a whole – this importantly includes the full quantum of development and all of the necessary infrastructure to ensure the delivery of a robust and sustainable community. While the Council has accepted development in phases on other sites, this has only been in accordance with an agreed masterplan and where it has been demonstrated that those strategic aims have been achieved.

In this context, it is considered that the likelihood of an individual landowner being able to secure planning consent for an individual parcel within the TSDL on this basis is limited and the risk of not maximising the full potential of the site in strategic planning terms, and ensuring delivery of all of the relevant and required supporting infrastructure, would be unacceptably high.

On this basis it is my opinion that, in the "no scheme world", the hypothetical purchasers of the various interests would form the opinion that Plot 16 was burdened by an Option Agreement, and that there was limited expectation of planning permission being granted other than on a comprehensive basis. Further, the history of discussions between the various landowners and other parties with interests in the required land would illustrate that ensuring all the component parts of that comprehensive development would be delivered in accordance with market and planning policy timescales would not be straightforward. In short, any purchaser would be pessimistic of securing a development return.

Until and unless you demonstrate otherwise I am struggling to understand why anyone would bid for the land owned by your various clients other than in accordance with their current use, albeit adding a limited premium for the hope of longer term development potential. Certainly, in my view, no lender would take the risk such that any purchaser would have to rely on internal funding. Again, if you have evidence to contradict my conclusion on this point please do forward it to me.

Overall, therefore, it is my opinion that the UTLC would determine the market value of each of your clients' interests in each of the plots on the basis of their current use, albeit with a limited premium to reflect the longer term prospect of development in respect of plots 2, 4 and 16 as set out on the attached schedule. Taking this into account I have calculated Rule 2 compensation to your various clients totalling £2,329,550.

In the event that I am provided with an un-redacted copy of the Option Agreement and/or you provide additional justification and evidence to underpin your arguments I will consider whether there is any material impact upon my advice to Countryside and the Council.

In the meantime, on the assumption that your clients still prefer a 'straight' compensation code approach as opposed to the previously offered terms, I look forward to your confirmation that your clients are content to proceed on the basis of the attached Heads of Terms.

Kind regards

Peter

Sam Smith
PA



Chartered Surveyors & Town Planners
6 New Bridge Street
London
EC4V 6AB

D: 020 7332 2102
T: 020 7489 0213
sam.smith@dwdllp.com
www.dwdllp.com



This e-mail (and any attachments) may be confidential and privileged and exempt from disclosure under law. If you are not the intended recipient, please notify the sender immediately and delete the email. Any unauthorised disclosure, copying or dissemination is strictly prohibited.

DWD is the trading name of Dalton Warner Davis LLP, a Limited Liability Partnership. Registered in England No. OC304838. Registered Office: 6 New Bridge Street, London EC4V 6AB.

Party	Plot	Interest	Compensation
Herbert and Shelagh Heaver	15	Rights	£50
	17	Rights	£50
		Total	£100
Bosham Limited and Shopwyke Limited	2	Freehold subject to lease to Temple Bar Partnership LLP (2.23 acres)	£89,200
	3	Freehold subject to lease to Temple Bar Partnership LLP (0.06 acres strip)	£50
	4	Freehold subject to lease to Temple Bar Partnership LLP (0.59 acres)	£23,600
	16	Freehold subject to rights in favour of CS East Limited, CS South Limited, Temple Bar Partnership LLP and Denton and Co Trustees Limited and Option Agreement with Bloor (55.15 acres)	£2,206,000
		Total	£2,318,850
CS East Limited	16	Rights	£50
	17	Freehold subject to rights in favour of Herbert and Shelagh Heaver, Temple Bar Partnership LLP and Denton and Co Trustees Limited	£50
		Total	£100
CS South Limited	15	Freehold subject to rights in favour of Herbert and Shelagh Heaver	£10,000
	16	Rights	£50
		Total	£10,050
Temple Bar Partnership LLP	2	Leasehold	£50
	3	Leasehold	£50
	4	Leasehold	£50
	15	Rights	£50
	16	Rights	£50
	17	Rights	£50
		Total	£300
Denton and Co Trustees Limited	15	Rights	£50
	16	Rights	£50
	17	Rights	£50
		Total	£150
		GRAND TOTAL	£2,329,550

Subject to Contract

Heads of Terms

1	Landowner	See accompanying schedule
2	Council	Chichester District Council
3	Developer/Purchaser	Countryside Properties (UK) Ltd
4	Property	See accompanying table
5	TSDL	Tangmere Strategic Development Location
6	CPO	The Chichester District Council (Tangmere) Compulsory Purchase Order 2020
7	Compensation Code	The body of statute and case law and the established practices for the assessment, payment and determination of compensation for compulsory acquisition of land and rights, including the Land Compensation Acts of 1961 and 1973, the Compulsory Purchase Act 1965, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004, the Planning Act 2008, the Housing and Planning Act 2016 and the Neighbourhood Planning Act 2017, in each case as amended from time to time.
8	Consideration	See accompanying table Statutory loss payments, where applicable, will be calculated in respect of each interest and paid in addition.
9	Determination of Compensation	<ul style="list-style-type: none"> • The Landowner may submit a formal Claim for Compensation in accordance with the provisions that would normally apply following the service of a GVD and thereby trigger the following provisions. • Following submission of such a claim the Landowner and the Developer/Purchaser will seek to agree terms. • Either party may refer the determination of the compensation claim to the Upper Tribunal (Lands Chamber) for determination, pursuant to section 1(5) of the Lands Tribunal Act 1949. • The standard statutory limitation period of six years from the date of the confirmation of the CPO will apply to any reference to the Upper Tribunal (Lands Chamber). • The compensation will be assessed in accordance with the Compensation Code • In the event that the sum total of compensation agreed or otherwise determined is less than the Consideration the landowner will reimburse the difference. In any event the Consideration will be

		<p>deducted from compensation so agreed or determined.</p> <ul style="list-style-type: none"> The Valuation Date for the assessment of compensation shall be the date of this agreement.
10	Conditions	<p>The Council will undertake not to exercise the CPO against the Landowner.</p> <p>The Council may exercise their CPO powers in respect of any other interests in the Property.</p> <p>The Landowner will;</p> <p>(1) transfer its interest in the Property; (2) not otherwise prejudice or fetter the Council's discretion in exercise of its functions as a Local Authority. (3) Withdraw all objections to the CPO (4) Refrain from any challenge to the confirmation of the CPO (s23 ALA 1981)</p>
11	VAT	All sums referred to in these Heads of Terms (and in the subsequent Agreement) exclude VAT which will be payable in addition according to the registered VAT status.
12	Landowner's Surveyor	Matthew Bodley Matthew Bodley Consulting Limited 5th Floor, St George's House 15 Hanover Square London W1S 1HS Email: matthew@matthewbodleyconsulting.com Mobile: 07814 545287
13	Landowner's Solicitor	Henry Moss, Partner Ashurst LLP Fruit and Wool Exchange 1 Duval Square London E1 6PW Email: henry.moss@ashurst.com Tel: 020 7859 2767
14	Countryside's Surveyor	Ged Denning DWD LLP 6 New Bridge Street London EC4V 6AB
15	Countryside's Solicitor	Dave Kerr Osborne Clarke LLP One London Wall London EC2Y 5EB Email: dave.kerr@osborneclarke.com

		020 7105 7402
16	Conditionality	The agreement is Subject to Contract and Board Approval of Countryside and will be conditional upon the Compulsory Purchase Order being confirmed

Subject: FW: Chichester District Council (Tangmere) Compulsory Purchase Order 2020 [IWOV-DJB-DMS.FID124927] [RC-ACTIVE.FID798306]
Attachments: 210824 R2 Compensation Offer Table.pdf; 210825.HoTs PR.pdf

From: Matthew Bodley <Matthew@matthewbodleyconsulting.com>

Sent: 17 August 2021 15:35

To: Andrew Frost <afrost@chichester.gov.uk>

Cc: Yohanna Weber (Yohanna.Weber@djblaw.co.uk) <Yohanna.Weber@djblaw.co.uk>; Peter Roberts <peter.roberts@dwdllp.com>; Ged Denning <ged.denning@dwdllp.com>; 'Jon Callcutt' <Jon.Callcutt@cpplc.com>; 'john@jhffarming.co.uk' <john@jhffarming.co.uk>; 'Trevor.Goode@ashurst.com' <Trevor.Goode@ashurst.com>

Subject: RE: Chichester District Council (Tangmere) Compulsory Purchase Order 2020 [IWOV-DJB-DMS.FID124927]

Dear Mr Frost

I refer to your email of this morning (below). I note from your comments that the Council has been in dialogue with Countryside about my recent chain of correspondence with Ged and Peter of DWD, including my most recent email of 12 August, and has concluded that the Council has nothing further to add. This would appear to be in accordance with what my clients have informed me of their experiences to date in trying to engage with the Council.

Whilst your email makes it clear that the Council does not have anything to add, it is not clear to me whether I can expect a response from Countryside and/or DWD. As representatives from both Countryside and DWD are copied into this email please could one of them confirm their position.

My email raised a number of questions that require answers, which I summarise below for ease of reference:

1. Is the Council and/or Countryside prepared to reach an agreement that reflects the “compensation code” and therefore provide comments on the agreement structure proposed in the Heads of Terms I issued on 30 July?
2. Please could somebody respond to my request for information in respect of surveys and archaeological finds, given that the matter was raised as a relevant consideration in Peter’s email of 10 August.
3. Please could somebody confirm whether the Council and/or Countryside has reached an agreement with my clients’ option holder, Bloor, and if so on what terms.

Given that the Council has nothing to say on these matters, will Countryside/DWD be responding to these points?

I look forward to hearing from someone.

Yours sincerely

Matthew Bodley MRICS
Matthew Bodley Consulting
5th Floor, 15 Hanover Square, London W1S 1HS
T: +44 (0)20 7399 0600
M: +44(0)7814 545287
E: matthew@matthewbodleyconsulting.com

www.matthewbodleyconsulting.com

From: Andrew Frost <afrost@chichester.gov.uk>
Sent: 17 August 2021 09:20
To: Matthew Bodley <Matthew@matthewbodleyconsulting.com>
Cc: Yohanna Weber (Yohanna.Weber@djblaw.co.uk) <Yohanna.Weber@djblaw.co.uk>; 'Peter Roberts' <peter.roberts@dwdllp.com>; 'Ged Denning' <ged.denning@dwdllp.com>; 'Jon Callcutt' <Jon.Callcutt@cpplc.com>; 'john@jhfarming.co.uk' <john@jhfarming.co.uk>; 'Trevor.Goode@ashurst.com' <Trevor.Goode@ashurst.com>
Subject: FW: Chichester District Council (Tangmere) Compulsory Purchase Order 2020 [IWOV-DJB-DMS.FID124927]
Importance: High

Dear Mr Bodley

I refer to your recent emails with DWD, and most recently Peter Roberts' email dated 10 August and your reply (below).

The District Council and its representatives have been in ongoing dialogue with Countryside as to this chain of correspondence, and also in relation to an appropriate response to your most recent email below. To the extent that the Council might take a different view to that of Countryside, we will advise you; however the Council has nothing further to add to the emails of Peter Roberts and Ged Denning at this stage.



Andrew Frost
Director Planning and Environment
Executive Office
Chichester District Council

Ext: 34892 | Tel: 01243534892 | afrost@chichester.gov.uk | Fax: 01243 776766
<http://www.chichester.gov.uk>

For all the latest coronavirus and council news, sign up to our monthly email newsletter:
<http://www.chichester.gov.uk/newsalerts>



From: Matthew Bodley <Matthew@matthewbodleyconsulting.com>
Sent: 12 August 2021 15:43
To: Peter Roberts <peter.roberts@dwdllp.com>; Ged Denning <ged.denning@dwdllp.com>
Cc: Jon Callcutt <Jon.Callcutt@cpplc.com>; afrost@chichester.gov.uk; john@jhfarming.co.uk; Trevor.Goode@ashurst.com
Subject: [EXTERNAL] RE: Chichester District Council (Tangmere) Compulsory Purchase Order 2020

This message originated from outside Countryside Properties

Hi Peter

Thanks for your email.

With regard to fees I think you have misunderstood the point I was trying to make. I was not referring to fees for objecting. I was referring to my clients' statutory entitlement to recover fees incurred as a direct consequence of the compulsory acquisition. In the event that the CPO is confirmed and my clients' interests are compulsorily acquired they will have a statutory entitlement to recover their reasonable fees for assessing their compensation entitlement and negotiating a settlement. I would agree with you that there is no automatic statutory entitlement to recover fees for objecting, unless the objection is successful. The point I was really trying to make was that my clients are willing to reach an agreement which would enable the withdrawal of their objection and that given the limited time available before the commencement of the inquiry I would prefer that we focus our attention on that rather than spend a disproportionate amount of time arguing about fee undertakings which are relatively

insignificant in the scheme of things. We can continue our discussion about fees at a later date but I think there are more pressing matters to discuss over the next couple of weeks.

Similarly, I think you have misunderstood the point I was making in respect of paragraph 2 of the CPO Guidance. Of course, I am aware that negotiations have taken place between Countryside and my clients, and I have acknowledged this. However, the offers which have been put forward by Countryside do not reflect the compensation entitlement as is required by paragraph 2. As you point out, my involvement in this case is relatively recent so I can't speak with first-hand experience of the original negotiations between Countryside and the Heavers. However, I have been advised by my clients that there was a willingness on their part to negotiate an agreement with Countryside at the outset but my clients became increasingly frustrated at the lack of progress over a protracted period and ultimately lost confidence in Countryside's desire to reach an agreement. This was due, in part, to the consistent pattern of points being agreed in meetings but subsequently retracted at a later stage. The negotiations with Countryside were undertaken with the threat of the CPO in the background. Countryside sought to use this threat to their advantage and it was clear to my clients that the Council had no real interest in intervening and was content to leave matters to Countryside.

The Council and Countryside had a clear timetable in place for progressing the making of the CPO. The Heavers felt threatened by the making of the CPO and in the absence of positive progress with Countryside they decided to take specialist compulsory purchase and compensation advice. Following that advice it is evident that the Countryside offer is not a fair reflection of their compensation entitlement in terms of both the quantum of compensation and the structure of the agreement proposed by Countryside.

As I have stated in a previous email to Ged, in reality the Countryside offer amounts to no more than an option in Countryside's favour to draw down up to 50% of the net developable area over undefined parts of my clients' land, exercisable over a period of up to seven years, at 90% of market value with 50% of the payments being deferred for a further year. I can see why this would be attractive to Countryside as it would provide them with full control but no responsibility. However, from my clients' perspective it would not provide them with any certainty. It would simply prolong the uncertainty which they have already been experiencing ever since the Council decided to go down its current path.

There is no recognition of the significant value attached to my clients' land in unlocking access to the remainder of the site and instead an equalisation approach is proposed. Whilst I can see why this would be attractive to Countryside and the other landowners it is entirely unfair on my clients and is seeking to deprive them of the value they are entitled to.

I note that you are of the opinion that the deal proposed in the Countryside offer is more generous than my clients' compensation entitlement. I disagree. You appear to have come to your opinion based on your (and the Council's) view that my clients' property is not capable of independent development. I take the contrary view and my clients have taken independent planning and legal advice on this which supports my view. In the no scheme world with an objective decision maker, planning permission would be granted for a housing led scheme on my client's land provided it complied with the relevant policies in the adopted and emerging Local Plan and the Neighbourhood Plan. Whilst the policies require development to come forward in a comprehensive way in accordance with a masterplan approach, there is no requirement for this to be undertaken in a single phase or by a single developer. It is common for strategic development sites to be delivered in several phases and by different developers.

My clients have the good fortune that the land they own directly adjoins the A27/A285 junction which is identified in policy as the primary access into the TSDL. The requirement for an East-West Corridor as an extension to Malcolm Road can also be met within my clients' land ownership, as can the Village Main Street and the commercial and community uses that would form part of it. The preferred location for the new primary school is also within my clients' ownership and my clients would be willing to make their land available for this use and pay a fair contribution towards the costs of site wide infrastructure via section 106. Accordingly, my clients are able to meet all of the policy requirements for a development of their land ownership independent from the remainder of the TSDL but in a way which does not prejudice the delivery of the remainder of the TSDL.

My clients also control access from the A27/A285 primary access point to the remaining land ownerships within the TSDL and therefore they hold the key to unlocking the development potential to the remainder of the TSDL and

would have the ability to command a ransom based on a share of the value uplift to the land to the south owned by the Pitts and the Church Commissioners. Ransom is well established in compensation law.

On this basis I am very firmly of the opinion that my clients will be significantly better off under an agreement that reflects the compensation code, and therefore this is the only basis upon which we are willing to reach an agreement.

Your client (and the Council) will simply need to accept this. Things have moved on and I have prepared a fresh set of Heads of Terms aimed at simplifying the deal structure and ensuring that my clients' entitlement to proper and full compensation is protected.

I'm not aware of the archaeological finds that you have referred to and the extent to which they would restrict development of my clients' land. I raised this matter with my clients who informed me that they have repeatedly asked Countryside for disclosure of survey data in respect of surveys undertaken on their land but Countryside have refused to share this information beyond what is already in the public domain, which is an example of why the Heavers became so frustrated with trying to deal with Countryside. If this data is relevant to the valuation of my clients' land then please could you share it with me.

With regard the Bloor Promotion and Option Agreement, I apologise but I assumed that you would have already have had sight of this on the basis that I understood your client had reached an agreement with Bloor. Presumably, your client must have seen this in order to reach an agreement with Bloor. If this is not the case and you have reached an agreement with Bloor it seems odd that you don't need to see it to reach agreement with them but you do with the Heavers. Notwithstanding this, I went back to my clients and asked if I could send you a copy, but unfortunately an unredacted copy can't be shared without Bloor's agreement. Apparently, it was at Bloor's requirement that the previous version provided was redacted. Therefore, I can't say anything further about that at this time, but the absence of the full copy of the Bloor agreement does not prevent you from responding to my proposed Heads of Terms.

On a slightly separate note, are you able to confirm whether Countryside has reached an agreement with Bloor and, if so, what the terms are? I assume that you will be willing to disclose the terms of any agreement with Bloor at some point either voluntarily or through disclosure as part of any Tribunal proceedings.

As stated in my previous email to Ged, I'm keen that we use the limited time available to try and agree the structure of an agreement that will enable our clients to agree terms and for my clients to withdraw their objection. Neither you nor Ged have made any comments at all on the structure of the agreement proposed in my Heads of Terms. You both appear to be fixated on fees and the Minimum Land Price without giving any consideration to the agreement structure I have proposed.

Please could you let me have your comments on the proposed agreement structure so that we can see whether there is any reasonable prospect that we will be able to reach an agreement on terms, subject to agreeing a mutually acceptable Minimum Land Price, in the knowledge that there is a strong likelihood that the actual quantum of compensation will need to be determined by the Tribunal.

I look forward to hearing from you.

Regards
Matt

Matthew Bodley MRICS
Matthew Bodley Consulting
5th Floor, 15 Hanover Square, London W1S 1HS
T: +44 (0)20 7399 0600
M: +44(0)7814 545287
E: matthew@matthewbodleyconsulting.com

www.matthewbodleyconsulting.com

From: Peter Roberts <peter.roberts@dwdllp.com>

Sent: 10 August 2021 19:44

To: Matthew Bodley <Matthew@matthewbodleyconsulting.com>; Ged Denning <ged.denning@dwdllp.com>

Cc: Jon.Callcutt@cpplc.com; afrost@chichester.gov.uk; john@jhfarming.co.uk; Trevor.Goode@ashurst.com

Subject: RE: Chichester District Council (Tangmere) Compulsory Purchase Order 2020

Dear Matthew

I trust you are well.

I refer to your email to my colleague Ged Denning of 4 August 2021. Ged is currently on annual leave but, in order not to lose momentum, I have taken the opportunity of responding on his behalf.

I note that you are arguing that your client has a statutory entitlement to recover reasonable fees. I accept that claimants have certain rights in this regard but am unaware of objectors benefiting from any statutory entitlement to costs. Whilst I note that Ged has offered your client a fee undertaking in any event I would be obliged if you would assist me by referring me to the relevant provisions.

I note your reference to paragraph 2 of the MHCLG CPO Guidance and your assertion that this has not been complied with. However, I also note that you confirmed in your email dated 30 July 2021 that *"I am aware of the previous negotiations between Countryside and Savills which pre-date the making of the CPO."* You will therefore be fully aware from your review of the correspondence that detailed negotiations with your client have been ongoing since September 2018 and your client was fully engaged with the proposed structure of the agreement. It is therefore undeniably the case that there has been extensive, detailed and sustained engagement and that terms had been substantially agreed. It is only since you made contact in June 2021 that we have been made aware that your client wishes to depart from the direction of travel and adopt a fundamentally different approach.

For absolute clarity on this point, we are fully aware of the MHCLG Guidance to which you refer and are more than satisfied that the proposals discussed with your client's previous advisors offered your client a significant incentive to complete terms. Those proposals were directly influenced by and took regard of your client's preferences as expressed at that point in time. However, I note that you have advised that your *"...instructions are to try and reach agreement which fairly reflects my client's entitlement to compensation.."* As such, if your client now prefers to adopt a pure compensation code approach, we would be more than happy to revisit this although it is plain to me that such an approach would be detrimental to your client comparative to the terms previously under discussion.

In this context I am sure that I do not need to remind you that, in extremely simplistic terms, the compensation code assumes a single payment on the date of valuation assessed by reference to the Market Value of the site as it actually exists in physical and legal terms subject to the "no scheme" world assumption. However, whilst you have referred to *"...the compensation that would be payable if the land was compulsorily acquired"* your new proposal adopts a somewhat different approach.

You state that *"The Minimum Land Price put forward in the Heads of Terms is based upon and takes into account the Promotion and Option Agreement between my client and Bloor Homes which was entered into following a marketing exercise. This is probably the best evidence available in respect of the property..."* I am unclear as to how a minimum land price as defined within a promotion and option agreement could, as a fundamental principle, be considered to be evidence of Market Value as defined by Rule 2 and you need to set out a clear explanation as to why you consider this to be the case.

Notwithstanding this you will be aware that your client has provided a heavily redacted copy of the Promotion and Option agreement. Unless and until your client provides a full unredacted copy I am unable to place any weight on it in any case. The point is that such an agreement has to be understood in its entirety.

Whilst you have stated an overall "Minimum Land Price" of £30M you have not provided any breakdown as to your assessment of Rule 2 compensation in respect of each plot. In other words, what is your valuation for each of the plots the sum of which gives you £30M? As I am sure you will be aware, each plot is to be valued separately for the

purposes of Rule 2 and whilst the ownership of other land is factual as at the valuation date, the willing seller of the actual plot to be valued is hypothetical. There is no basis to assume that the willing seller of the plot being valued and the actual owner of the other plots are one and the same. As such, we need to be provided with a full breakdown and explanation as to how each individual plot has been valued rather than your current approach which appears to be to assume that all the plots are valued as if they are all in the same ownership.

I note that your Heads of Terms state that *“In no circumstances will the Land Consideration be less than the Minimum Land Price.”* In effect, if the UTLC agree with the acquiring authority that compensation should be significantly less than £30M, the acquiring authority would be left in the unacceptable position of being unable to recover the balance. This does not indicate to me that your client is serious about accepting a payment calculated in accordance with the compensation code.

Whilst I acknowledge that you have only recently become involved in this matter I trust that you are aware that your client’s land is only capable of coming forward for residential development as part of a comprehensive scheme incorporating land and interests outside of your client’s control. As such, a purchaser of each of your client’s plots can only implement development if they subsequently acquire all the other plots, land and interests required to secure and satisfy planning matters. A purchaser of each plot would therefore not only need to acquire all the other plots currently owned by your client but would also need to acquire all the other plots as well. You have not explained how, in a Rule 2 scenario, a purchaser of each of your client’s plots would address this in the “no scheme” world.

You are also overlooking that, as you are clearly aware, there is a Promotion and Option Agreement enforceable against part/all of your client’s land such that any purchaser of that land in the “no scheme” world would be constrained by that agreement. In essence, you are arguing that the purchaser would pay £30M in the hope that a third party might exercise the option on the land and, if they did, the price paid under the option would exceed £30M whilst accepting the risk that the option might not be exercised, planning could be refused and/or development could not proceed due to the need to acquire other land such that the highest value use to which the land may be put is agricultural. In my view, such an approach would be misguided at best but if you have transactional evidence to support your argument that a purchaser would match a developer’s minimum land price please do provide this together with full copies of the relevant Option Agreements.

The Promotion and Option Agreement you are relying upon is dated 21 December 2012. However, we understand that, since then, further information has come to light including archaeological finds which will restrict the extent of development achievable. In addition, there are certain drainage infrastructure and other issues whereby development of your client’s land is dependent upon access through adjoining land. We therefore need to understand the extent to which that agreement takes account of the reduced development potential. In this regard, we doubt that Bloor would be prepared to pay the same minimum total land price as originally envisaged now that the development potential has reduced albeit we do not accept, at present, that the minimum land price is evidence of Rule 2 Market Value in any event.

You argue that your client has a ransom position by virtue of access points and that development would not require adjoining land. However, you have not addressed the fundamental point that, in the “no scheme” world, none of your client’s land can be developed other than as part of a comprehensive scheme hence your ransom is worthless in the “no scheme” world. You have also not explained which plots benefit from the alleged ransom position and how each plot has been valued in this regard taking into account the relationship between the willing seller/hypothetical purchaser of each plot and the actual owners of each plot as at your assumed valuation date.

You will appreciate from these comments that I am of the view that there are fundamental flaws in your approach and you have not presented anything to persuade me that the terms progressed with your predecessor are unreasonable. However, we are very happy to consider reverting to a pure compensation code approach notwithstanding that we remain of the view that such an approach would be detrimental to your client and look forward to receipt of your proposals in this regard.

In any event, we would be grateful for a full unredacted copy of the Promotion and Option Agreement dated 21 December 2012 at your client’s earliest convenience.

I understand that Ged returns from holiday later this week but if you wish to discuss anything in the meantime please do not hesitate to contact me.

Kind regards

Peter

Peter Roberts
FRICS CEnv
Partner



Chartered Surveyors & Town Planners
6 New Bridge Street
London
EC4V 6AB

D: 020 7489 4835
M: 07917194972
T: 020 7489 0213
peter.roberts@dwdllp.com
www.dwdllp.com



This e-mail (and any attachments) may be confidential and privileged and exempt from disclosure under law. If you are not the intended recipient, please notify the sender immediately and delete the email. Any unauthorised disclosure, copying or dissemination is strictly prohibited. DWD is the trading name of Dalton Warner Davis LLP, a Limited Liability Partnership. Registered in England No. OC304838. Registered Office: 6 New Bridge Street, London EC4V 6AB. This email is not intended, nor shall it form part of any legally enforceable contract and any contract shall only be entered into by way of an exchange of correspondence by each party's solicitor. Where this Email message is sent in connection with a contentious issue, the contents are Without Prejudice.

From: Matthew@matthewbodleyconsulting.com <Matthew@matthewbodleyconsulting.com>
Sent: 04 August 2021 14:27
To: Ged Denning <ged.denning@dwdllp.com>
Cc: Jon.Callcutt@cpplc.com; afrost@chichester.gov.uk; john@jhfarming.co.uk; Trevor.Goode@ashurst.com
Subject: RE: Chichester District Council (Tangmere) Compulsory Purchase Order 2020

Hi Ged

Thanks for your email.

As you say, your earlier email of 14 June set out the terms upon which your client would be prepared to provide a fee undertaking which included a requirement to submit a detailed claim for compensation. The request included a requirement to submit detailed evidence and the input of other professional advisors.

I was under the impression that your request for detailed supporting evidence was in return for you providing a fee undertaking. I'm not pressing you for the undertaking now as there are more important things to try to resolve in the time available.

My client has a statutory entitlement to recover their reasonable fees and we can deal with that at a later date as part of the bigger negotiation.

In fact, it wasn't entirely clear to me what your offer in respect of the fee undertaking actually amounted to. You seemed to be saying that your client was prepared to offer an undertaking of up to £10,000 but that this would be in exchange for the withdrawal of an undertaking for fees which have already been incurred by my client in the order of £140,000. This didn't seem particularly fair to me and I didn't see the benefit of getting involved in a drawn out discussion on fee undertakings given the limited time available before the commencement of the inquiry.

My instructions are to try to reach an agreement which fairly reflects my client's entitlement to compensation. The previous terms offered by Countryside clearly fall short of this, hence the offer set out in the Heads of Terms I issued to you last Friday.

As you know, the requirements set out in paragraph 2 of the MHCLG CPO Guidance are very clear that acquiring authorities should take reasonable steps to acquire land by agreement and that these negotiations should be based

on the compensation that would be payable if the land was compulsorily acquired. As stated above, the offer put forward by Countryside clearly doesn't meet this requirement.

My client has assembled a professional team and we will be able to provide evidence to support a claim in due course. However, for the purposes of trying to come to an agreement quickly, I have taken a very simple approach. The Minimum Land Price put forward in the Heads of Terms is based upon and takes into account the Promotion and Option Agreement between my client and Bloor Homes which was entered into following a marketing exercise. This is probably the best evidence available in respect of the property as it reflects the bid put forward by a reputable property developer in the no scheme world. It is worth noting that other parties also bid for the opportunity. The Bloor Agreement takes no account of the ransom value attached to my client's land, which will also form part of any compensation settlement.

I anticipate that the total Land Consideration / statutory compensation will exceed the proposed MLP on the basis of the significant ransom value due for providing access to the land to the south. My client's land would not require the assembly of any third party land in order to come forward for development as it already connects directly to the primary access from the A27/A285 junction and a secondary access to Malcolm Road to the east.

I'm keen that we try to reach agreement on the structure of an agreement between our clients prior to 17 August so that we can avoid the need to submit evidence in support of our objection. On this basis please could you provide me with a timescale for a full response to the offer set out in my Heads of Terms of 30 July.

I look forward to hearing from you.

Regards
Matt

Matthew Bodley MRICS
Matthew Bodley Consulting
5th Floor, 15 Hanover Square, London W1S 1HS
T: +44 (0)20 7399 0600
M: +44(0)7814 545287
E: matthew@matthewbodleyconsulting.com

www.matthewbodleyconsulting.com

From: Ged Denning <ged.denning@dwdllp.com>
Sent: 03 August 2021 12:54
To: Matthew Bodley <Matthew@matthewbodleyconsulting.com>
Cc: Jon Callcutt <Jon.Callcutt@cpplc.com>; afrost@chichester.gov.uk; john@jhfarming.co.uk; Trevor.Goode@ashurst.com
Subject: RE: Chichester District Council (Tangmere) Compulsory Purchase Order 2020

Matt

Thank you for this.

This is obviously quite a significant departure from the negotiations between the parties to date, but an agreement that would see your client receive a capital sum as part of a package of its potential statutory entitlement is something that my client is considering and we will revert in due course.

In my email dated 14th July I offered an undertaking for professional fees and as part of that offer, requested that you set out a detailed claim for compensation including supporting evidence and professional opinions from the required disciplines relied on in reaching your conclusions.

Given the level of value you have set out, it is a reasonable expectation for the Acquiring Authority and Countryside to understand the basis/methodology and supporting evidence relied on by your client. It goes without saying that as an experienced CPO professional you will understand the present HOTs document provided by you falls short of the expectations of a claim for compensation. To be compliant with the compensation code there are statutory rules/assumptions that need to be accounted for in your valuation approach, therefore in addition to the usual detail one would expect as valuers, I would specifically like to understand how your valuation approach has accounted for the existence of the Bloor interest in your client's land and any wider requirement for land assembly of third party interests in order that the development of the TSDL can be successfully delivered.

A considerable amount of endeavour on the part of Countryside in progressing the previous HOTs has, in effect, been wasted and therefore understanding your client's proposal on valuation at the earliest stage possible is essential and will assist the formulation of an early response/proposal from the Acquiring Authority/Countryside.

I look forward to hearing from you at your earliest convenience.

Regards

Ged Denning
B.Eng (Hons) MSc MRICS
Partner



DWD
6 New Bridge Street
London
EC4V 6AB

D: 020 7332 2108
M: 07956 311273
T: 020 7489 0213
www.dwdllp.com



This e-mail (and any attachments) may be confidential and privileged and exempt from disclosure under law. If you are not the intended recipient, please notify the sender immediately and delete the email. Any unauthorised disclosure, copying or dissemination is strictly prohibited.

DWD is the trading name of Dalton Warner Davis LLP, a Limited Liability Partnership. Registered in England No. OC304838. Registered Office: 6 New Bridge Street, London EC4V 6AB.

From: Matthew Bodley <Matthew@matthewbodleyconsulting.com>
Sent: 30 July 2021 09:44
To: Ged Denning <ged.denning@dwdllp.com>
Cc: Jon Callcutt <Jon.Callcutt@cpplc.com>; afrost@chichester.gov.uk; john@jhfarming.co.uk; Trevor.Goode@ashurst.com
Subject: Chichester District Council (Tangmere) Compulsory Purchase Order 2020

Subject to Contract

Dear Ged

I refer to your recent emails on the above matter.

As you know I have been instructed to advise the various Heaver companies which own land at Tangmere which has been included in the abovementioned CPO. I am aware of the previous negotiations between Countryside and Savills which pre-dated the making of the CPO. I was instructed in January of this year which was after the CPO had been made. The purpose of my instruction was to advise my clients on their entitlement to compensation in the event that their interests were compulsorily acquired pursuant to the CPO. This has then been used as a basis for comparison against the offer from Countryside as set out in the latest draft Heads of Terms dated 28 May 2021.

It is clear to me that the Countryside offer is less favourable to my clients than the compensation entitlement, both in terms of the financial consideration and the structure of the proposed agreement. The Countryside offer is in the

form of a hybrid option in Countryside's favour to draw down up to 50% of the Property (including the Control Strips) over an as yet undefined area, exercisable over a period of up to seven years, at 90% of market value with 50% of the payments being deferred for a further year. The proposed agreement seeks to place an obligation on my clients to vary their existing agreement with Bloor Homes.

By contrast a compulsory acquisition of the land would crystallise my clients' full entitlement to compensation as a capital sum, primarily based on 100% of market value, within three years of confirmation without the requirement to deal with any of the complexities or uncertainties of the hybrid option, nor to negotiate with Bloor to vary their agreement.

I note that the Council's Statement of Case commits to acquiring all of the Order Land within six months of confirmation. On this basis my client should receive 90% of its full compensation entitlement at some point next year, assuming the CPO is confirmed, and would receive the balance on agreement or determination.

Significantly, there does not appear to be any recognition within the draft Heads of Terms of the strategic value of my clients' property in providing the primary access into the wider Strategic Development Location from the A27/A285 junction. I consider the value of this to be significant and it should be reflected in any agreement between our clients.

As you will be aware, my clients have objected to the CPO on a numbers of grounds. Notwithstanding the objections, my clients would be willing to agree to a sale of their respective interests, subject to receiving compensation in line with the compensation code, reflecting the fact that the sale is effectively through compulsion rather than choice.

On this basis I have prepared Heads of Terms which reflect my clients' entitlement under the compensation code and upon which my client would be prepared to reach an agreement and withdraw their objection to the CPO.

I should be grateful if you would seek your client's instructions on the attached Heads of Terms and revert to me.

Should you wish to discuss the matter please do not hesitate to contact me.

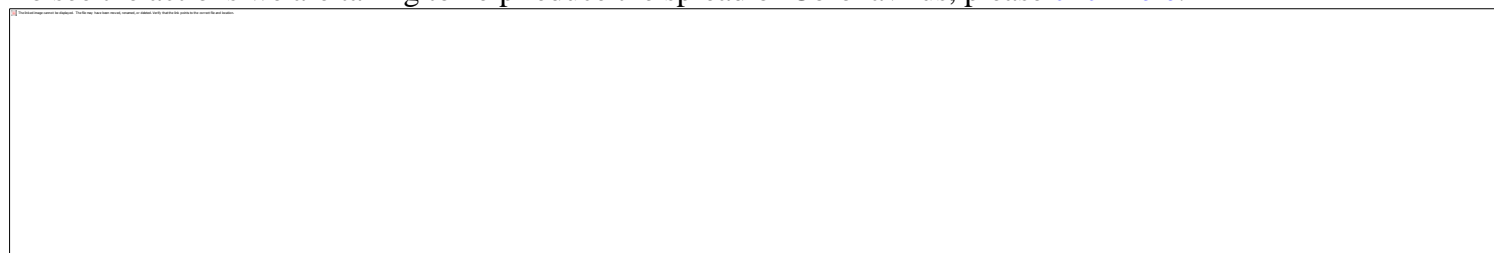
I look forward to hearing from you.

Regards

Matthew Bodley MRICS
Matthew Bodley Consulting
5th Floor, 15 Hanover Square, London W1S 1HS
T: +44 (0)20 7399 0600
M: +44(0)7814 545287
E: matthew@matthewbodleyconsulting.com

www.matthewbodleyconsulting.com

To see the actions we are taking to help reduce the spread of Coronavirus, please [click here](#).



This email and any files transmitted with it are confidential and may contain privileged material intended solely for the recipient(s) named above. If you are not the intended recipient of this email please contact the sender immediately and destroy this email. Any views or opinions presented in this email are solely those of the author and might not represent those of Countryside Properties plc or any of its subsidiaries.

Countryside Properties plc and its subsidiaries will not accept any liability in respect of any statements made in this email. Warning: Although Countryside has taken reasonable precautions to ensure no viruses are present in this email, the company cannot accept responsibility for any loss or damage arising from the use of this email or attachments.

Countryside Properties plc. Registered in England No. 09878920
Registered Office: Countryside House, The Drive, Brentwood, Essex, CM13 3AT. Telephone: 01277 260000

LEGAL DISCLAIMER

Communications on or through Chichester District Council's computer systems may be monitored or recorded to secure effective system operation and for other lawful purposes.

LEGAL DISCLAIMER

This e-mail and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. However, any views or opinions presented are solely those of the author and do not necessarily represent those of Chichester District Council.

If you are not the intended recipient or the person responsible for delivering the e-mail to the intended recipient, be advised that you have received this e-mail in error and that any use, dissemination, forwarding, printing or copying of this e-mail is strictly prohibited.

Communications on or through Chichester District Council's computer systems may be monitored or recorded to secure effective system operation and for other lawful purposes.

If you have received this e-mail in error please notify the Chichester District Council administrator.

E-mail or phone 44 (0) 1243 785166
Mail-Admin@chichester.gov.uk

Subject to Contract

Heaver Land, Tangmere

Heads of Terms

1	Landowners	Bosham Limited and Shopwyke Limited of 22 Chancery Lane, London WC2A 1LS; and CS South Limited and CS East Limited of New Kings Court Tollgate, Chandler's Ford, Eastleigh, Hampshire SO53 3LG
2	Council	Chichester District Council
3	Developer	Countryside Properties (UK) Ltd
4	Property	The freehold land identified as plot 16 in the CPO measuring approximately 55.22 acres.
5	Tangmere Corner	The freehold land identified as plots 2, 3 and 4 in the CPO measuring approximately 2.9 acres.
6	Control Strips	The freehold strips of land identified as plots 15 and 17 in the CPO and measuring 1,028m ² and 292m ² respectively.
7	Bloor Option	The Promotion and Option Agreement between: (1) Mr and Mrs H G Heaver; (2) Bloor Homes Limited; and (3) Bloor Holdings Limited dated 21 December 2012.
8	TSDL	The Tangmere Strategic Development Location
9	CPO	The Chichester District Council (Tangmere) Compulsory Purchase Order 2020
10	Compensation Code	The body of statute and case law and the established practices for the assessment, payment and determination of compensation for compulsory acquisition of land and rights, including the Land Compensation Acts of 1961 and 1973, the Compulsory Purchase Act 1965, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004, the Planning Act 2008, the Housing and Planning Act 2016 and the Neighbourhood Planning Act 2017, in each case as amended from time to time.
11	Land Consideration	A sum to be agreed or determined for the acquisition of the Property and the Control Strips in accordance with the Compensation Code subject to the Minimum Land Price. The Land Consideration will include an appropriate sum in respect of ransom for the provision of access to the land to the south of the Property and the Control Strips. In no circumstances will the Land Consideration be less than the Minimum Land Price.
12	Determination of Land Consideration	In the absence of agreement either party may refer the assessment of the Land Consideration to the Upper Tribunal (Lands Chamber) for determination at any time following service of a Trigger Notice, pursuant to section 1(5) of the Lands Tribunal Act 1949. The standard statutory limitation period of six years from the Transfer Date will apply to any reference to the Upper Tribunal (Lands Chamber).
13	Basic Loss Payment	£75,000 per interest (x 3 making a total of £225,000)
14	Minimum Land Price	£30,000,000 (thirty million pounds)

Subject to Contract

15	Valuation Date	The Transfer Date
16	Transfer Date	The date that the Property and the Control Strips transfer from the Landowners to the Council in accordance with the arrangements under the “ Agreement ” as described below.
17	Agreement	<p>The Agreement will be in the form of a put and call option to be triggered by the service of a “Trigger Notice”. The Trigger Notice can be served either by the Council serving notice on the Landowners or the Landowners serving notice on the Council. A notice period of three months will apply in both cases. The Trigger Notice can be served at any time following confirmation of the CPO. The requirement for the CPO to be confirmed can be waived by the Council. Three months from the date of service of the Trigger Notice the following events will occur:</p> <ul style="list-style-type: none"> • Transfer of the Property from the Landowners to the Council. • Transfer of the Control Strips from the Landowners to the Council. • Payment of the Land Consideration by the Council to the Landowners. In the event that the Land Consideration has not been agreed by the Transfer Date the Council will pay the Minimum Land Price. The balance of the Land Consideration will be payable on agreement between the parties or determination by the Lands Chamber. • Payment of a Basic Loss Payment in respect of the Property and each of the two Control Strips (i.e. three payments making a total of £225,000) from the Council to the Landowners. <p>The Council will acquire the Property subject to the Bloor Option. The Landowners will be under no obligations with regard to the Bloor Option.</p>
18	Dealings with Tangmere Corner	Tangmere Corner is excluded from the Property to be transferred by the Landowners to the Council, and the Council undertakes not to acquire Tangmere Corner pursuant to the CPO. The Landowners will, however, enter into a Section 106 Agreement in respect of Tangmere Corner. The Developer will be obligated to fully service Tangmere Corner to the boundary, including permanent and construction access, subject to payment of a reasonable Project Management Fee. The Project Management Fee will reflect competitive rates in the market place at that time subject to a cap of 6% of Tangmere Corner’s pro-rata share of 1,300 units (or any subsequent increase of residential units at the TSDL) of infrastructure across the TSDL.
19	Longstop Date	30 June 2025. If the Trigger Notice has not been served by the Longstop Date the Agreement can be terminated by either party.
20	Exchange and Completion	As soon as reasonably practicable.
21	Deposit	Non-refundable deposit of £300,000 payable on exchange of the Agreement which will be deductible from the Land Consideration payable on agreement or determination of the Land Consideration.

Subject to Contract

22	Non use of CPO Powers and Objection	<p>The Council will undertake not to exercise the CPO over the Property, Tangmere Corner and the Control Strips. This undertaking will be conditional upon: (1) the Landowners complying with the terms of the Agreement; (2) should any unknown interests arise the Council can exercise their CPO powers against the unknown interests; and (3) it will not otherwise prejudice or fetter the Council's discretion in exercise of its functions as a Local Authority.</p> <p>The Landowners agree to withdraw their objections to the CPO and not to challenge the confirmation of the CPO (s23 ALA 1981), subject to the confirmed CPO not being in conflict with any of the terms of the Agreement.</p>
23	Professional Fees	The Council (or at their election the Developer) will pay the Landowners' reasonable professional fees (details to be confirmed) on exchange of the Agreement.
24	VAT	All sums referred to in these Heads of Terms (and in the subsequent Agreement) exclude VAT which will be payable in addition where applicable.
25	Landowners' Surveyor	<p>Matthew Bodley Matthew Bodley Consulting Limited 5th Floor, St George's House 15 Hanover Square London W1S 1HS</p> <p>Email: matthew@matthewbodleyconsulting.com Mobile: 07814 545287</p>
26	Landowners' Solicitor	<p>Henry Moss, Partner Ashurst LLP Fruit and Wool Exchange 1 Duval Square London E1 6PW</p> <p>Email: henry.moss@ashurst.com Tel: 020 7859 2767</p>
27	Council's Surveyor	TBC
28	Council's Solicitor	TBC

Matthew Bodley
For and on behalf of Matthew Bodley Consulting Ltd

30 July 2021

Kate Mackintosh

Subject: FW: Chichester District Council (Tangmere) Compulsory Purchase Order 2020 [RC-ACTIVE.FID798306]

From: John Webster [<mailto:John.Webster@russell-cooke.co.uk>]

Sent: 21 July 2021 14:40

To: Trevor.Goode@ashurst.com

Subject: RE: Chichester District Council (Tangmere) Compulsory Purchase Order 2020 [RC-ACTIVE.FID798306]

Dear Trevor

Please can you respond to the email below.

Kind regards,

John Webster

Partner

Direct: +44 (0)20 8394 6553

Main: +44 (0)20 8789 9111

john.webster@russell-cooke.co.uk

russell-cooke.co.uk



From: John Webster [<mailto:John.Webster@russell-cooke.co.uk>]

Sent: 14 July 2021 18:17

To: Trevor.Goode@ashurst.com

Subject: Chichester District Council (Tangmere) Compulsory Purchase Order 2020 [RC-ACTIVE.FID798306]

Dear Trevor

Chichester District Council (Tangmere) Compulsory Purchase Order 2020

Your clients: Bosham Limited, Shopwyke Limited, CS South Limited and CS East Limited

We have received sight of the letter from Matthew Bodley dated 11 June 2021 who has now been instructed by your client, as we understand, on compensation matters. We understand that Mr Colin Wilkins of Savills has now stepped back from leading on the negotiations for the Hybrid Agreement.

As you are aware our clients have been negotiating the Hybrid Agreement terms for a considerable period of time. It was understood by my client that the commercial terms within the Heads of Terms were agreed, with my client waiting for a response from yours on the undertaking for costs to document the negotiated Heads of Terms within a legal agreement.

You have not informed us whether your clients have withdrawn from the negotiation of the Hybrid Agreement. Please can you confirm what your client's intentions are regarding the Hybrid Agreement and them reaching agreement to withdraw their objection prior to the Inquiry start date.

Kind regards,

John Webster

Partner

Direct: +44 (0)20 8394 6553

Main: +44 (0)20 8789 9111

john.webster@russell-cooke.co.uk
russell-cooke.co.uk



Kate Mackintosh

To: John Webster
Subject: RE: CHICHESTER DISTRICT COUNCIL (TANGMERE) COMPULSORY PURCHASE ORDER 2020 [RC-ACTIVE.FID798306]

From: Ged Denning [<mailto:ged.denning@dwdllp.com>]
Sent: 14 July 2021 17:00
To: matthew@matthewbodleyconsulting.com
Subject: CHICHESTER DISTRICT COUNCIL (TANGMERE) COMPULSORY PURCHASE ORDER 2020

This message originated from outside Russell-Cooke

Matthew

Countryside Properties (CP) in their recent correspondence to you indicated that DWD were instructed to provide support with property matters in relation to the proposed acquisition of your client's (Heaver family) land interests.

Thank you for taking my call on 25th June in which we were able to clarify a few points relating to the nature of your instructions and also the proposed fee undertaking from the Acquiring Authority/CP.

As you may be aware, negotiations with your client have taken place over an extended period of time and have resulted in several draft Heads of Terms being exchanged over the last six months or so. Most recently, CP wrote to Colin Wilkins (Savills) accepting the last few commercial points requested by your client and as such it was thought those terms would be settled shortly thereafter. During our call you advised that in fact, your client does not now agree to the terms contained in that last draft proposal and has in effect withdrawn from that negotiation. You further advised that this decision has been made in light of your opinion the capital compensation for their interest (its Market Value) would exceed the financial reward provided by the Hybrid Agreement.

This is incredibly disappointing given that the last 18 months or so have been spent refining that agreement and your client most recently seemingly obtaining the terms it thought were reasonable, having taken advice at various stages from its property advisors (Ashurst and Savills). A significant amount of time and now abortive costs have been incurred in trying to progress to an agreement with your client. In fact, Colin Wilkins email of 7th June 2021 advised that that last iteration was being considered and that your work was complimentary to that process, not in fact looking to present a completely different basis of potential agreement or valuation.

As highlighted in my client's previous email, it has provided a undertaking for substantial professional fees that relate to the settling of the Heads of Terms for the proposed Hybrid Agreement. If indeed your work is complimentary to that process then my advice to my client is that the fees already provided in section 16 are reasonably representative of the scale of fees a claimant might expect to incur.

You have indicated that in fact your initial valuation work has been to prepare an estimate of the Market Value of those interests, which I interpreted to mean its capital value at a fixed valuation date. An agreement between the parties has not previously been sought by your client on that basis of 'compensation'. Setting my client's disappointment aside, CP are prepared to consider an undertaking for your professional fees for distinct stages of support to your client, but its obligations under section 16 of the draft Heads of Terms would be withdrawn as your client has seemingly unilaterally withdrawn from settling the Hybrid Agreement. Given the multiplicity of advisors involved in this case from the same profession, I consider that your client has had considerable overlapping/duplication of effort and advice.

My client is prepared to provide an initial undertaking for your professional fees as follows:

	Work stream	Fee Undertaking
Stage 1	Assessment of value and advice to client, taking instructions to revert to the Acquiring Authority/CP. Setting out a detailed claim for compensation including supporting evidence and professional opinions from the required disciplines relied on in reaching your conclusions	£10,000 + VAT

As would usually be the case in these circumstances where compulsory purchase is being promoted, the Acquiring Authority/CP would expect that your professional charges be supported with timesheets detailing the activity recorded.

Please would you confirm a timeframe to revert to the Acquiring Authority/CP and what if any further work you anticipate is required for your client to reach an agreement.

Regards

Ged Denning
 B.Eng (Hons) MSc MRICS
 Partner



DWD
 6 New Bridge Street
 London
 EC4V 6AB

D: 020 7332 2108
 M: 07956 311273
 T: 020 7489 0213
www.dwdllp.com



This e-mail (and any attachments) may be confidential and privileged and exempt from disclosure under law. If you are not the intended recipient, please notify the sender immediately and delete the email. Any unauthorised disclosure, copying or dissemination is strictly prohibited.

DWD is the trading name of Dalton Warner Davis LLP, a Limited Liability Partnership. Registered in England No. OC304838. Registered Office: 6 New Bridge Street, London EC4V 6AB.

Kate Mackintosh

Subject: FW: Tangmere CPO - Heaver Companies
Attachments: 210528 HOT - Countryside Heaver.docx; 210528 HOT - Countryside Heaver (003).pdf

From: Jon Callcutt
Sent: 15 June 2021 09:50
To: Matthew Bodley <Matthew@matthewbodleyconsulting.com>
Cc: afrost@chichester.gov.uk; john@jhfarming.co.uk; Trevor.Goode@ashurst.com; Colin Wilkins <CWilkins@savills.com>; Rory Abbey <Rory.Abbey@cpplc.com>; Ged Denning <ged.denning@dwdllp.com>
Subject: RE: Tangmere CPO - Heaver Companies

Dear Mr Bodley

Without Prejudice and Subject to Contract

Thank you for your letter of 11 June 2021.

We had understood that the commercial detail for the Heads of Terms was settled and all that remained was the arrangement regarding the payment of legal costs for the drafting and exchange of the Hybrid Agreement itself. We do not wish to reopen the negotiation of Heads of Terms which has been ongoing with two previous sets of agents for your clients since November 2018 (which has already included advice on valuation matters). Please could you confirm a timeframe and what further work you anticipate is actually required for your client to sign the Heads of Terms (as they currently stand) and conclude the Hybrid Agreement, including whether this will be achieved prior to the start of the Inquiry.

With regard to your fees undertaking, section 16 "Professional Fees" of the Heads of Terms deals with costs anticipated with negotiating the proposed Hybrid Agreement. We would consider that your costs are covered under this heading. It is noted that Colin Wilkins of Savills is stepping back from this transaction so you would be incurring any final costs under this heading in his place. Countryside is proposing to undertake to cover these costs through staged undertakings, where those costs are reasonably and properly incurred. Countryside would not be giving an opened ended undertaking for these costs and it is capped up to £60,000 + VAT, which is a sum previously requested by your client. A copy of these Heads of Terms are attached for your reference.

Your email refers to advising on entitlement to compensation, which we understand to be referring to claims made under the Compensation Code. This does not relate to the settling of the Heads of Terms and rather, is advising on future potential compensation claims should the Hybrid Agreement not be exchanged and land is acquired under a confirmed CPO. Costs incurred advising on compensation entitlement will therefore be excluded from the undertaking for the Hybrid Agreement.

Ged Denning of DWD will be taking forward further negotiations in respect of the Hybrid Agreement and he is copied into this email.

Kind regards

Jon

Jon Callcutt
Associate Director
Countryside Properties – Strategic Land West

M: 07436 032135
Email : jon.callcutt@cpplc.com www.countrysideproperties.com





SUBJECT TO CONTRACT

HEADS OF TERMS - PROPOSED HYBRID OPTION AGREEMENT

TANGMERE STRATEGIC DEVELOPMENT LOCATION

1. Landowners	Bosham Limited and Shopwyke Limited, 22 Chancery Lane, London WC2A 1LS
2. Developer	Countryside Properties (UK) Ltd
3. Existing Interest	Bloor Homes Limited and Bloor Holdings Limited ('Bloor') are the holders of an existing interest in the Property by way of a Promotion / Option Agreement dated 21 December 2012.
4. Property	<p>The land parcels identified for this agreement are as follows:</p> <ul style="list-style-type: none"> • Bosham Limited and Shopwyke Limited, measuring approximately 55.2 acres/22.3 ha (the 'Heaver Land'); and • CS South Ltd and CS East Ltd (combined known as the 'Strips'). <p>For the avoidance of doubt the parcel of land known as Tangmere Corner (measuring approximately 2.9 acres / 1.2 ha) is excluded from the definition of the Property and will not form part of the land the Developer will have option to acquire. The Landowners will however enter into a Section 106 agreement in respect of both the Property and Tangmere Corner.</p>
5. Agreement Summary	<p>The Landowners and Countryside will facilitate the delivery of the Tangmere SDL by way of a hybrid-option agreement where Countryside will be obligated to service the Property and Tangmere Corner and will have the option to draw down up to 50% of the developable land within the Property (always subject to a minimum of 140 units across 50% the Property). An indicative layout and phasing plan prior to exchange will be provided for agreement prior to an exchange. The Landowner will be permitted to share this with Bloor Homes. It is accepted that the indicative layout and phasing plan may evolve and any proposed changes will be provided for agreement.</p> <p>The Landowners will seek to agree a Deed of Variation with Bloor Homes that will enable Bloor to acquire up to 50% of the developable land within the Property. The Deed of Variation will be exchanged simultaneously with this agreement.</p> <p>Countryside will be subject to overriding objectives to maximise value and minimise costs.</p>
6. Premiums	Initial Premium: £150,000 (plus VAT); and Extension Premium: £100,000 (plus VAT).

	Both payments are to be deductible on exercise of the first Countryside Parcel, but not refundable.
7. Period	Initial Term: 5 years Extension: 2 years in the event of a planning slippage, or a delay to the CPO across the TSDL and subject to performance hurdles.
8. Planning and Promotion Costs	<p>A planning and promotion cost cap of £600,000 to reflect the Landowners' share of the real and budgeted costs to date in relation to the Tangmere SDL's promotion and preparation of the Outline Planning Permission. It is agreed that this excludes any internal Countryside costs or any Countryside costs in relation to the compulsory purchase of other land interests within the Tangmere SDL which will not be included in any development account relating to the Property.</p> <p>It is currently assumed that Countryside do not have to prepare to defend a CPO Inquiry in relation to the Property and Tangmere Corner. If contracts are not exchanged prior to the date on which Countryside draws down the Property, the Property will be acquired pursuant to the CPO.</p> <p>The planning and promotion costs as reasonably evidenced by Countryside (up to the agreed cap) will be deductible upon exercise of the first Countryside Parcel.</p>
9. Phasing	Prior to an exchange of contracts, it is proposed that a Phasing and Disposals Plan will be agreed as soon as possible that will locate the Countryside Parcel(s) and Bloor Parcel(s). The Phasing and Disposals Plan will also set out the timing of each parcel draw down and the apportionment of infrastructure / s106 / CIL costs. The Phasing and Disposals Plan will be indicative and evolve over time and any proposed changes will be provided for agreement.
10. Countryside Parcel(s)	<p>Countryside will have the option to draw down up to 50% of the developable land within the Property (always subject to a minimum of 140 units across 50% of the Property).</p> <p>Countryside will acquire <u>the</u> Countryside Parcel(s) at 90% of Market Value. Each Countryside Parcel will be acquired in full with no deferred payments. Countryside will drawdown 100% of its share in the land following exercise of the option, subject to Countryside having the ability to defer 50% of the purchase price by 12 months. -The Countryside's Parcel(s) will include developable land and any infrastructure land required to service the parcel(s) acquired, or any other parcels.</p> <p>There will be a Minimum Price equal to the greater of £350,000 per Net Developable Acre or £175,000 per Gross Acre (for the avoidance of doubt, no more than 50% of the infrastructure land required to service the Heaver land) and subject to upwards only indexation (RPI). For the avoidance of doubt, Gross Acre includes all land within the Property,</p>

	<p>including infrastructure land required to service the Net Developable Acre land.</p> <p>For the avoidance of doubt, no costs associated with the compulsory purchase of the Tangmere SDL will be considered when calculating Market Value.</p> <p>In the event that the Landowners and Countryside cannot agree an appropriate Market Value then the matter will be referred to an Independent Expert for determination.</p> <p>The contract will also provide for an anti-embarrassment provision in the event that a land parcel is acquired and traded at a greater price within 5 years. The net uplift over the purchase price will reflect the costs set out below, reasonably and properly incurred (and evidenced on an open book basis), by Countryside in the process of achieving an enhanced consent:</p> <ul style="list-style-type: none"> • Planning costs only in relation to an additional planning application relating to the sale parcel and proportionate where this may part of a wider planning application. • Holding costs incurred by Countryside up to a cap of 4% over LIBOR and calculated over the period of Countryside's ownership of the land where it is demonstrable that these arise from an extended period over and above the delivery strategy for the Tangmere SDL. • Additional agents and legal costs applicable to the third party sale • Any non-recoverable VAT liability applicable to the third party sale <p>Where parts of the land are sold the calculation would be adjusted on an appropriate pro-rata unit basis.</p> <p>The payment calculation will be on the basis of an un-serviced land value of the sale parcel to be shared equally between Countryside and the Landowners.</p> <p>Countryside will draw down the Countryside Parcel(s) within three years from Satisfactory Planning Permission. The Parcel(s) will be subject to an automatic extension in the event the Price is not agreed and has been referred to an Independent Expert. There will be a Long Stop Date of 4 years from Satisfactory Planning Permission subject always to all the Countryside Parcel(s) being drawn down within 3 years from the date of the first acquisition (whether by Bloor or Countryside).</p>
<p>11. Bloor Parcel(s)</p>	<p>It is anticipated that Bloor will acquire the Bloor Parcel(s) from the Landowners at an agreed percentage of Market Value.</p> <p>If Bloor do not exercise their option within an agreed period the Landowners may opt to dispose of all or part of that land to Heaver Homes Ltd which will deliver the requisite dwellings, subject to the delivery being pursuant to and not prejudicing Countryside's Outline Planning Permission.</p>

	<p>Any parcel(s) not acquired by Bloor or sold to Heaver Homes Ltd will be taken to the market when<u>with Countryside obligated to service</u> the parcel in accordance with the Phasing and Disposals Plan. If a sale does not exchange within an agreed period, Countryside can elect to acquire the parcel(s) at 100% of Market Value to ensure continuity of development (the Market Value of the parcel(s) acquired will be have regard to the value of the previous Countryside parcel(s)). This sale and / or purchase by Countryside shall complete within 3 years of Countryside's first land acquisition of the Property.</p> <p>The Landowners may appoint a selling agent to advise on the draw downs of the respective Countryside and Bloor land parcels over the Property.</p> <p>A reasonable Project Management Fee will be charged by Countryside in relation to any parcel that has been serviced but not drawn down by Countryside. This Project Management Fee will reflect competitive rates in the marketplace at that time up to a cap of 6% of that parcel's pro-rata share (x/1300 or subsequent increase in residential units) of infrastructure costs across the Tangmere SDL.</p> <p>NB RICS Market Value definition to be referenced as defined by the Royal Institution of Chartered Surveyors – Global Standards (28 November 2019) and Valuation of Development Property 1st edition October 2019 (Guidance note, Global) or any replacement.</p>
<p>12. Tangmere Corner</p>	<p>Tangmere Corner will be serviced by Countryside and the Landowners will dispose of it as . a relatively freestanding plot capable for coming forward for development-within 30 months of the Master Developer<u>Countryside's</u> implementation on site, <u>subject to extension for force majeure.</u></p> <p>No Project Management Fee will be charged by Countryside in relation to Tangmere Corner. A Project Management Fee will be charged by Countryside in relation to Tangmere Corner, as set out in section 11 above.</p> <p><u>In accordance with Countryside's outline planning permission, the number of units at Tangmere Corner will be restricted to up to 18 under the outline planning permission.</u> Any <u>subsequent</u> new planning application prepared <u>by the Landowners</u> in respect of Tangmere Corner must not prejudice the Countryside's Outline <u>the Countryside's Outline</u> Planning Permission, Section 106 Agreement, <u>delivery of site wide infrastructure</u> or any Reserved Matters Approvals secured pursuant to Countryside's Outline Consent. but it is acknowledged that any planning application and the Planning Permission will make provision for not less than 25 units. <u>Countryside also reserves the right to access Tangmere Corner for the purposes of carrying out any surveys or technical investigations required.</u></p> <p>Countryside will be responsible for fully servicing Tangmere Corner <u>to the boundary</u>, including permanent and construction access.</p>

<p>13. S106 / CIL / Infrastructure</p>	<p>Countryside will use reasonable endeavours to maximise the value of the scheme and minimise the obligations and costs when negotiating the s106 agreement/CIL liability. The Landowners will enter into the s106 agreement (in respect of both the Property and Tangmere Corner) as reasonably required to enable Satisfactory Planning Permission.</p> <p>Countryside will indemnify the Landowners against all s106 / CIL liability where they implement a liability on the Landowners.</p> <p>Where land is subsequently drawn down by Bloor Homes or becomes a market sale parcel then the liability will be indemnified by the purchaser.</p> <p>All costs relating to site-wide strategic infrastructure / s106 / CIL will be equalised across the Tangmere SDL and apportioned to each parcel on a pro-rata gross acreage basis. As Countryside will be servicing the Bloor Parcels and Tangmere Corner, those servicing costs attributed to those parcels as set out in the Phasing and Disposals Plan will be taken into account in the calculation of the Price for the Countryside Parcels. Countryside will also be servicing Tangmere Corner and the servicing costs attributed to it (as set out in the Phasing and Disposals Plan) will be met by the Landowners.</p> <p>Chichester District Council ("the Council") do have an adopted CIL charging schedule, however Countryside will use commercially reasonable endeavours to achieve zero-rated CIL for Tangmere SDL, in line with the objective to minimise costs and maximise value.</p>
<p>14. CPO</p>	<p>Upon entering into the agreement:</p> <ul style="list-style-type: none"> • Countryside and the Council will undertake not to execute any confirmed CPO or compulsorily acquire any of the Property and Tangmere Corner. The Council will also be required to provide an undertaking to this effect (NB the Council will be the Acquiring Authority. The Landowners require direct privity of contract with the Council – they will not be reliant upon an undertaking from Countryside. This is a standard approach. Such an undertaking would be conditional upon: (1) the Landowners complying with the terms of the Agreement; (2) should any unknown interests arise the Council can exercise their CPO powers; and (3) it will not otherwise prejudice or fetter the Council's discretion in exercise of its functions as a Local Authority. • The Landowners will agree not to object to any CPO, subject to the CPO not being in conflict with any of the terms of the agreement.
<p>15. Balancing Payment</p>	<p>Where the Countryside option to acquire is exercised in advance of an open market land sale within the Tangmere SDL, a balancing payment will apply, whereby should the average sale price of the individual residential units be greater than the <u>average sale price</u> Gross Development Value</p>

Comment [RA1]: These costs will be taken into account in the calculation of the price of the Countryside parcel

	<p>(GDV) evidenced to determine the negotiation of the sale price then the following calculation will be applied to determine a further payment to the Seller:</p> <p><u>Sales receipts above this level will be split 50:50 between Countryside and the Landowners.</u></p> <p>. The calculation <u>will determine any true increase in sales receipts and</u> will allow for the appropriate BCIS indexation <u>and any increase in S106/CIL costs</u>, from a baseline figure fixed to the date of the parcel sale. The balancing payment will be payable on the sale of the final residential unit or three months from the practical completion of the final unit. A valuation assessment will be applied [3] years from completion from the purchase date to determine the increase in the GDV in the event that the two trigger events have not occurred.</p>
<p>16. Taxation</p>	<p>The Landowners will have the benefit of Put Option over Countryside to serve notice and require Countryside to acquire all of the land under the option to Countryside which can be served by the Landowners at any time following the grant of a Satisfactory Planning Permission if Countryside has not exercised its option over 50% of the developable land within the Property.</p> <p>Completion of the relevant transfer will take place immediately following service of the Put Option, with the Market Value to be agreed / determined as soon as possible following completion. The Landowners will require 40% of the Minimum Price for the relevant land to be paid on completion with a top up payment to 40% of Market Value payable on agreement or determination of Market Value. Three further payments, each of 20% of the Market Value, will be made at equal intervals up to the date 3 years following the grant of a Satisfactory Planning Permission, provided that if at least 75% of the relevant land is disposed of by Countryside before the date 3 years following the grant of a Satisfactory Planning Permission, Countryside will pay the balance of the Market Value to the Landowner on the date of the disposal that takes the aggregate level of disposals to not less than 75%.</p> <p>The Landowners will have the benefit of a Restriction on Dealing over the parts of the relevant land that have not been disposed of until such time as the Market Value has been paid in full. In addition the deferred payments of Market Value will be guaranteed by Countryside Properties PLC</p>
<p>17 16. Professional Fees</p>	<p>An undertaking will be provided to meet the Landowners' reasonable legal, and surveyor fees, as follows:</p> <ol style="list-style-type: none"> 1. A contribution of £80120,000 (plus VAT) towards the Landowners' costs accrued to date from the appointment of Countryside as the Development Partner of The Council. This will be paid upon

Comment [RA2]: This is not required as per additional wording within clause 10 regarding Countryside acquiring all of our share of the land.

	<p>exchange of the Agreement.</p> <p>2. Costs anticipated in negotiating the proposed Hybrid Option Agreement with a cap of <u>up to £60,000 (plus VAT)</u>. This sum will be payable upon exchange of the proposed Hybrid Option Agreement and may be increased if both parties agree to do so, acting reasonably. Both parties will work towards exchanging the agreement at the earliest opportunity. Countryside will undertake to cover these costs <u>through staged undertakings, where reasonably and properly incurred,</u> irrespective as to whether or not the agreement is exchanged <u>other than in the event that the Landowner seeks a material departure to these HoTs, or fails to progress the transaction, or withdraws unilaterally.</u></p> <p>3. The Landowners' reasonable justified and evidenced monitoring costs for Planning, and other development consultants as required, capped at £3,000 plus VAT per quarter.</p> <p>3.4. <u>For the avoidance of doubt, the costs related to this clause will be included as deductible costs under the Agreement but outside of the planning promotion cost cap.</u></p>
<p><u>18 Vacant Possession</u></p>	<p><u>Prior to Countryside's Implementation of works on the Property, the Landowner will ensure Vacant Possession of both the Property and the land known as Tangmere Corner, as defined within Clause 4 of these Heads of Terms.</u></p>

<p><u>19</u> 17. Landowner’s Solicitors</p>	<p>Henry Moss, Partner Ashurst LLP Fruit & Wool Exchange 1 Duval Square London E1 6PW Tel: 020 7859 2767 Henry.Moss@ashurst.com</p>
<p><u>20</u> 18. Developer’s Solicitors</p>	<p>Dave Kerr, Partner Osborne Clarke LLP One London Wall, London, EC2Y 5EB Tel: 020 7105 7402 dave.kerr@osborneclarke.com</p>
<p><u>21</u> 19. Conditionality</p>	<p>The agreement is Subject to Contract and Countryside Board Approval; and will be conditional upon:</p> <ol style="list-style-type: none"> 1. Either a Compulsory Purchase Order being confirmed, and / or contracts having been exchanged on all other land interests within the Tangmere SDL; 2. The simultaneous exchange of a Deed of Variation between the Landowners and Bloor. Prior to exchange, the two agreements (being; i) the Deed of Variation between Bloor and the Landowner; and ii) the agreement between Countryside and the Landowners) will be shared between Countryside and Bloor to ensure compatibility, save for confidential commercial terms being redacted. 3. Countryside will confirm to the Landowners the variations they are seeking to the Bloor Option Agreement to ensure its compatibility with Countryside’s Option Agreement as soon as possible and no later than 10 working days from agreeing Heads of Terms with Bloor; 4. As required, any part of the Strips being transferred to the Landowners simultaneous to any completion by Countryside or Bloor; and <u>5.</u> As required, the Landowners to sign a S106 agreement in respect of the Property and Tangmere Corner. 5-6. <u>Prior to any completion by Countryside of the acquisition of the CS East Ltd and CS South Ltd interests (combined known as the ‘Strips’), the Landowners will be obligated to procure the release of the associated restrictive covenants benefitting Herbert</u>

	George Heaver and Shelagh Heaver.
--	---

Landowners

Signature: _____ Date: _____

Developer

Signature: _____ Date: _____

Additional Headings

22 Parent Company Guarantee
23 Non Assignment
24 Non competition
25 VAT
26 Tax suspension
27 Access for Farming activity; and crop compensation

SUBJECT TO CONTRACT

HEADS OF TERMS - PROPOSED HYBRID OPTION AGREEMENT

TANGMERE STRATEGIC DEVELOPMENT LOCATION

<p>1. Landowners</p>	<p>Bosham Limited and Shopwyke Limited, 22 Chancery Lane, London WC2A 1LS</p>
<p>2. Developer</p>	<p>Countryside Properties (UK) Ltd</p>
<p>3. Existing Interest</p>	<p>Bloor Homes Limited and Bloor Holdings Limited ('Bloor') are the holders of an existing interest in the Property by way of a Promotion / Option Agreement dated 21 December 2012.</p>
<p>4. Property</p>	<p>The land parcels identified for this agreement are as follows:</p> <ul style="list-style-type: none"> • Bosham Limited and Shopwyke Limited, measuring approximately 55.2 acres/22.3 ha (the 'Heaver Land'); and • CS South Ltd and CS East Ltd (combined known as the 'Strips'). <p>For the avoidance of doubt the parcel of land known as Tangmere Corner (measuring approximately 2.9 acres / 1.2 ha) is excluded from the definition of the Property and will not form part of the land the Developer will have option to acquire. The Landowners will however enter into a Section 106 agreement in respect of both the Property and Tangmere Corner.</p>
<p>5. Agreement Summary</p>	<p>The Landowners and Countryside will facilitate the delivery of the Tangmere SDL by way of a hybrid-option agreement where Countryside will be obligated to service the Property and Tangmere Corner and will have the option to draw down up to 50% of the developable land within the Property (always subject to a minimum of 140 units across 50% the Property). An indicative layout and phasing plan prior to exchange will be provided for agreement prior to an exchange. The Landowner will be permitted to share this with Bloor Homes. It is accepted that the indicative layout and phasing plan may evolve and any proposed changes will be provided for agreement.</p> <p>The Landowners will seek to agree a Deed of Variation with Bloor Homes that will enable Bloor to acquire up to 50% of the developable land within the Property. The Deed of Variation will be exchanged simultaneously with this agreement.</p> <p>Countryside will be subject to overriding objectives to maximise value and minimise costs.</p>
<p>6. Premiums</p>	<p>Initial Premium: £150,000 (plus VAT); and</p> <p>Extension Premium: £100,000 (plus VAT).</p> <p>Both payments are to be deductible on exercise of the Countryside Parcel, but not refundable.</p>

7. Period	<p>Initial Term: 5 years</p> <p>Extension: 2 years in the event of a planning slippage, or a delay to the CPO across the TSDL and subject to performance hurdles.</p>
8. Planning and Promotion Costs	<p>A planning and promotion cost cap of £600,000 to reflect the Landowners' share of the real and budgeted costs to date in relation to the Tangmere SDL's promotion and preparation of the Outline Planning Permission. It is agreed that this excludes any internal Countryside costs or any Countryside costs in relation to the compulsory purchase of other land interests within the Tangmere SDL which will not be included in any development account relating to the Property.</p> <p>It is currently assumed that Countryside do not have to prepare to defend a CPO Inquiry in relation to the Property and Tangmere Corner. If contracts are not exchanged prior to the date on which Countryside draws down the Property, the Property will be acquired pursuant to the CPO.</p> <p>The planning and promotion costs as reasonably evidenced by Countryside (up to the agreed cap) will be deductible upon exercise of the first Countryside Parcel.</p>
9. Phasing	<p>Prior to an exchange of contracts, it is proposed that a Phasing and Disposals Plan will be agreed as soon as possible that will locate the Countryside Parcel(s) and Bloor Parcel(s). The Phasing and Disposals Plan will also set out the timing of each parcel draw down and the apportionment of infrastructure / s106 / CIL costs. The Phasing and Disposals Plan will be indicative and evolve over time and any proposed changes will be provided for agreement.</p>
10. Countryside Parcel(s)	<p>Countryside will have the option to draw down up to 50% of the developable land within the Property (always subject to a minimum of 140 units across 50% of the Property).</p> <p>Countryside will acquire the Countryside Parcel at 90% of Market Value. Countryside will drawdown 100% of its share in the land following exercise of the option, subject to Countryside having the ability to defer 50% of the purchase price by 12 months. The Countryside Parcel will include developable land and any infrastructure land required to service the parcel acquired, or any other parcels.</p> <p>There will be a Minimum Price equal to the greater of £350,000 per Net Developable Acre or £175,000 per Gross Acre (for the avoidance of doubt, no more than 50% of the infrastructure land required to service the Heaver land) and subject to upwards only indexation (RPI). For the avoidance of doubt, Gross Acre includes all land within the Property, including infrastructure land required to service the Net Developable Acre land.</p>

	<p>For the avoidance of doubt, no costs associated with the compulsory purchase of the Tangmere SDL will be considered when calculating Market Value.</p> <p>In the event that the Landowners and Countryside cannot agree an appropriate Market Value then the matter will be referred to an Independent Expert for determination.</p> <p>The contract will also provide for an anti-embarrassment provision in the event that a land parcel is acquired and traded at a greater price within 5 years. The net uplift over the purchase price will reflect the costs set out below, reasonably and properly incurred (and evidenced on an open book basis), by Countryside in the process of achieving an enhanced consent:</p> <ul style="list-style-type: none"> • Planning costs only in relation to an additional planning application relating to the sale parcel and proportionate where this may part of a wider planning application. • Holding costs incurred by Countryside up to a cap of 4% over LIBOR and calculated over the period of Countryside's ownership of the land where it is demonstrable that these arise from an extended period over and above the delivery strategy for the Tangmere SDL. • Additional agents and legal costs applicable to the third party sale • Any non-recoverable VAT liability applicable to the third party sale <p>Where parts of the land are sold the calculation would be adjusted on an appropriate pro-rata unit basis.</p> <p>The payment calculation will be on the basis of an un-serviced land value of the sale parcel to be shared equally between Countryside and the Landowners.</p> <p>Countryside will draw down the Countryside Parcel within three years from Satisfactory Planning Permission. The Parcel will be subject to an automatic extension in the event the Price is not agreed and has been referred to an Independent Expert. There will be a Long Stop Date of 4 years from Satisfactory Planning Permission subject always to the Countryside Parcel being drawn down within 3 years from the date of the first acquisition (whether by Bloor or Countryside).</p>
<p>11. Bloor Parcel(s)</p>	<p>It is anticipated that Bloor will acquire the Bloor Parcel(s) from the Landowners at an agreed percentage of Market Value.</p> <p>If Bloor do not exercise their option within an agreed period the Landowners may opt to dispose of all or part of that land to Heaver Homes Ltd which will deliver the requisite dwellings, subject to the delivery being pursuant to and not prejudicing Countryside's Outline Planning Permission.</p> <p>Any parcel(s) not acquired by Bloor or sold to Heaver Homes Ltd will be taken to the market with Countryside obligated to service the parcel in accordance with the Phasing and Disposals Plan. If a sale does not exchange within an agreed period, Countryside can elect to acquire the parcel(s) at</p>

	<p>100% of Market Value to ensure continuity of development (the Market Value of the parcel(s) acquired will be have regard to the value of the previous Countryside parcel(s)). This sale and / or purchase by Countryside shall complete within 3 years of Countryside’s first land acquisition of the Property.</p> <p>The Landowners may appoint a selling agent to advise on the draw down of the respective Countryside and Bloor land parcels over the Property.</p> <p>A reasonable Project Management Fee will be charged by Countryside in relation to any parcel that has been serviced but not drawn down by Countryside. This Project Management Fee will reflect competitive rates in the marketplace at that time up to a cap of 6% of that parcel’s pro-rata share (x/1300 or subsequent increase in residential units) of infrastructure costs across the Tangmere SDL.</p> <p>NB RICS Market Value definition to be referenced as defined by the Royal Institution of Chartered Surveyors – Global Standards (28 November 2019) and Valuation of Development Property 1st edition October 2019 (Guidance note, Global) or any replacement.</p>
<p>12. Tangmere Corner</p>	<p>Tangmere Corner will be serviced by Countryside and the Landowners will dispose of it as . a relatively freestanding plot capable for coming forward for development within 30 months of Countryside's implementation on site, subject to extension for force majeure.</p> <p>No Project Management Fee will be charged by Countryside in relation to Tangmere Corner.</p> <p>In accordance with Countryside’s outline planning permission, the number of units at Tangmere Corner will be restricted to up to 18 under the outline planning permission. Any subsequent new planning application prepared by the Landowners in respect of Tangmere Corner must not prejudice Countryside’s Outline Planning Permission, Section 106 Agreement, delivery of site wide infrastructure or any Reserved Matters Approvals secured pursuant to Countryside’s Outline Consent. Countryside also reserves the right to access Tangmere Corner for the purposes of carrying out any surveys or technical investigations required.</p> <p>Countryside will be responsible for fully servicing Tangmere Corner to the boundary, including permanent and construction access.</p>
<p>13. S106 / CIL / Infrastructure</p>	<p>Countryside will use reasonable endeavours to maximise the value of the scheme and minimise the obligations and costs when negotiating the s106 agreement/CIL liability. The Landowners will enter into the s106 agreement (in respect of both the Property and Tangmere Corner) as reasonably required to enable Satisfactory Planning Permission.</p>

	<p>Countryside will indemnify the Landowners against all s106 / CIL liability where they implement a liability on the Landowners.</p> <p>Where land is subsequently drawn down by Bloor Homes or becomes a market sale parcel then the liability will be indemnified by the purchaser.</p> <p>All costs relating to site-wide strategic infrastructure / s106 / CIL will be equalised across the Tangmere SDL and apportioned to each parcel on a pro-rata gross acreage basis. As Countryside will be servicing the Bloor Parcels and Tangmere Corner, those servicing costs attributed to those parcels as set out in the Phasing and Disposals Plan will be taken into account in the calculation of the Price for the Countryside Parcel.</p> <p>Chichester District Council ("the Council") do have an adopted CIL charging schedule, however Countryside will use commercially reasonable endeavours to achieve zero-rated CIL for Tangmere SDL, in line with the objective to minimise costs and maximise value.</p>
<p>14. CPO</p>	<p>Upon entering into the agreement:</p> <ul style="list-style-type: none"> • Countryside and the Council will undertake not to execute any confirmed CPO or compulsorily acquire any of the Property and Tangmere Corner. The Council will also be required to provide an undertaking to this effect (NB the Council will be the Acquiring Authority. The Landowners require direct privity of contract with the Council – they will not be reliant upon an undertaking from Countryside. This is a standard approach. Such an undertaking would be conditional upon: (1) the Landowners complying with the terms of the Agreement; (2) should any unknown interests arise the Council can exercise their CPO powers; and (3) it will not otherwise prejudice or fetter the Council’s discretion in exercise of its functions as a Local Authority. • The Landowners will agree not to object to any CPO, subject to the CPO not being in conflict with any of the terms of the agreement.
<p>15. Balancing Payment</p>	<p>Where the Countryside option to acquire is exercised in advance of an open market land sale within the Tangmere SDL, a balancing payment will apply, whereby should the average sale price of the individual residential units be greater than the average sale price evidenced to determine the negotiation of the sale price then the following calculation will be applied to determine a further payment to the Seller:</p> <p>Sales receipts above this level will be split 50:50 between Countryside and the Landowners.</p> <p>. The calculation will determine any true increase in sales receipts and will allow for the appropriate BCIS indexation and any increase in S106/CIL costs, from a baseline figure fixed to the date of the parcel sale. The balancing payment will be payable on the sale of the final residential unit or three months from the practical completion of the final unit. A valuation</p>

	assessment will be applied [3] years from completion from the purchase date to determine the increase in the GDV in the event that the two trigger events have not occurred.
16. Professional Fees	<p>An undertaking will be provided to meet the Landowners' reasonable legal, and surveyor fees, as follows:</p> <ol style="list-style-type: none"> 1. A contribution of £80,000 (plus VAT) towards the Landowners' costs accrued to date from the appointment of Countryside as the Development Partner of The Council. This will be paid upon exchange of the Agreement. 2. Costs anticipated in negotiating the proposed Hybrid Option Agreement with a cap of up to £60,000 (plus VAT). This sum will be increased if both parties agree to do so, acting reasonably. Both parties will work towards exchanging the agreement at the earliest opportunity. Countryside will undertake to cover these costs through staged undertakings, where reasonably and properly incurred, irrespective as to whether or not the agreement is exchanged other than in the event that the Landowner seeks a material departure to these HoTs, or fails to progress the transaction, or withdraws unilaterally 3. The Landowners' reasonable justified and evidenced monitoring costs for Planning, and other development consultants as required, capped at £3,000 plus VAT per quarter. 4. For the avoidance of doubt, the costs related to this clause will be included as deductible costs under the Agreement but outside of the planning promotion cost cap.
Vacant Possession	Prior to Countryside's Implementation of works on the Property, the Landowner will ensure Vacant Possession of both the Property and the land known as Tangmere Corner, as defined within Clause 4 of these Heads of Terms.

17. Landowner's Solicitors	<p>Henry Moss, Partner Ashurst LLP Fruit & Wool Exchange 1 Duval Square London E1 6PW Tel: 020 7859 2767 Henry.Moss@ashurst.com</p>
18. Developer's Solicitors	<p>Dave Kerr, Partner Osborne Clarke LLP One London Wall, London, EC2Y 5EB Tel: 020 7105 7402 dave.kerr@osborneclarke.com</p>
19. Conditionality	<p>The agreement is Subject to Contract and Countryside Board Approval; and will be conditional upon:</p> <ol style="list-style-type: none"> 1. Either a Compulsory Purchase Order being confirmed, and / or contracts having been exchanged on all other land interests within the Tangmere SDL; 2. The simultaneous exchange of a Deed of Variation between the Landowners and Bloor. Prior to exchange, the two agreements (being; i) the Deed of Variation between Bloor and the Landowner; and ii) the agreement between Countryside and the Landowners) will be shared between Countryside and Bloor to ensure compatibility, save for confidential commercial terms being redacted. 3. Countryside will confirm to the Landowners the variations they are seeking to the Bloor Option Agreement to ensure its compatibility with Countryside's Option Agreement as soon as possible and no later than 10 working days from agreeing Heads of Terms with Bloor; 4. As required, any part of the Strips being transferred to the Landowners simultaneous to any completion by Countryside or Bloor; and 5. As required, the Landowners to sign a S106 agreement in respect of the Property and Tangmere Corner. 6. Prior to any completion by Countryside of the acquisition of the CS East Ltd and CS South Ltd interests (combined known as the 'Strips'), the Landowners will be obligated to procure the release

	of the associated restrictive covenants benefitting Herbert George Heaver and Shelagh Heaver.
--	---

Landowners

Signature: _____ Date: _____

Developer

Signature: _____ Date: _____

Additional Headings

Parent Company Guarantee
Non Assignment
Non competition
VAT
Tax suspension
Access for Farming activity; and crop compensation

From: Matthew Bodley <Matthew@matthewbodleyconsulting.com>

Sent: 11 June 2021 17:03

To: Jon Callcutt <Jon.Callcutt@cpplc.com>

Cc: afrost@chichester.gov.uk; john@jhfarming.co.uk; Trevor.Goode@ashurst.com; Colin Wilkins <CWilkins@savills.com>

Subject: [EXTERNAL] Tangmere CPO - Heaver Companies

This message originated from outside Countryside Properties

Dear Mr Callcutt

Please find attached a letter on the above matter.

Your sincerely

Matthew Bodley MRICS
Matthew Bodley Consulting
5th Floor, 15 Hanover Square, London W1S 1HS
T: +44 (0)20 7399 0600
M: +44(0)7814 545287
E: matthew@matthewbodleyconsulting.com

www.matthewbodleyconsulting.com

To see the actions we are taking to help reduce the spread of Coronavirus, please [click here](#).



Proud to be awarded HBF 5 star rating for exceptional customer satisfaction

This email and any files transmitted with it are confidential and may contain privileged material intended solely for the recipient(s) named above. If you are not the intended recipient of this email please contact the sender immediately and destroy this email. Any views or opinions presented in this email are solely those of the author and might not represent those of Countryside Properties plc or any of its subsidiaries. Countryside Properties plc and its subsidiaries will not accept any liability in respect of any statements made in this email. Warning: Although Countryside has taken reasonable precautions to ensure no viruses are present in this email, the company cannot accept responsibility for any loss or damage arising from the use of this email or attachments.

Countryside Properties plc. Registered in England No. 09878920
Registered Office: Countryside House, The Drive, Brentwood, Essex, CM13 3AT. Telephone: 01277 260000

Attachment to email dated 11 June
2021 at 09:50

Our ref JMSB
Your ref

5th Floor,
15 Hanover Square
London
W1S 1HS
Tel 020 7399 0600
Mob 07814 545287

Chartered Surveyors

www.matthewbodleyconsulting.com

Mr Jon Callcutt
Countryside Properties (UK) Limited
Countryside House
The Drive
Brentwood
Essex
CM13 3AT

11 June 2021

Dear Mr Callcutt

**CHICHESTER DISTRICT COUNCIL (TANGMERE) COMPULSORY PURCHASE ORDER 2020
BOSHAM LIMITED, SHOPWYKE LIMITED, CS SOUTH LIMITED AND CS EAST LIMITED**

I have been instructed by the abovementioned companies who own freehold land which has been included in the abovementioned compulsory purchase order (“CPO”) made by Chichester District Council (the “Council”).

I am instructed to advise my clients on their entitlement to compensation and to progress negotiations with the Council to see if acceptable terms can be reached for a private treaty agreement based upon their rights to compensation. I understand that Countryside Properties (UK) Limited (“CPOK”) is the Council’s development partner and is responsible for undertaking the private treaty negotiations on the Council’s behalf. I should be grateful if you would confirm that you are the person that I should be dealing with.

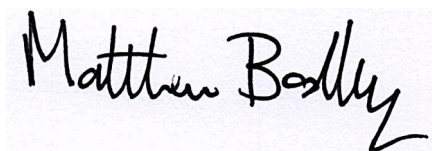
Please could you confirm that CPOK will reimburse my fees for advising my clients in this matter. I require an undertaking that my fees will be reimbursed whether or not the matters proceed to an agreement.

My fees are based on time costs plus reasonable out of pocket expenses and VAT. My current charge out rate is £275 per hour. I keep timesheets detailing the activities undertaken and time spent, which are submitted with my invoices. I should be grateful if you would confirm CPOK’s agreement to reimburse my fees on the above basis, whether or not the matter proceeds to an agreement.

My client has requested that I submit my invoices directly to CPOK for payment in order to assist with cashflow. Please could you confirm that this is in order and provide details of your billing arrangements.

I look forward to hearing from you.

Yours sincerely



Matthew Bodley
For and on behalf of Matthew Bodley Consulting Ltd

matthew@matthewbodleyconsulting.com
Tel: 020 7399 0600 Mob: 07814 545287

cc Andrew Frost, Chichester District Council