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THE TOWN AND COUNTRY PLANNING ACT 1990 AND  
THE ACQUISITION OF LAND ACT 1981

CHICHESTER DISTRICT COUNCIL  
(TANGMERE) (NO 2) COMPULSORY  
PURCHASE ORDER 2023

**SUMMARY STATEMENT OF EVIDENCE**  
**OF**  
**PETER ROBERTS FRICS CENV**  
**ON BEHALF OF**  
**CHICHESTER DISTRICT COUNCIL**

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## 1.0 INTRODUCTION TO SUMMARY OF EVIDENCE OF PETER ROBERTS

- 1.1 The remaining objections assert several grounds, chief of which is that there has been a lack of engagement and negotiation on the part of the Council and Developer. It has therefore been necessary for me to set out the factual position from which it is clearly apparent that, the Council, as supported by the Developer, has in reality, made extensive and exhaustive efforts to agree terms and has more than complied with the requirements of the Guidance.
- 1.2 There are, as at the point of drafting this evidence, four main groups of objectors: the Heaver Objectors, Other Heaver Objectors, SMTL/Saxon Meadows residents and Non-Statutory Objectors.
- 1.3 The first group comprises the Heaver Objectors. Both the Council and the developer have offered terms on several alternative bases but there are two significant issues preventing agreement which comprise the consideration to be paid as the price of the agreement and the reimbursement of professional fees.
- 1.4 The Heaver Objectors had, prior to the Original Inquiry, argued that their land was worth more than £30,000,000. Bearing in mind that Knight Frank had, at the Previous Inquiry, assessed the residual valuation of the entire scheme at £16,700,000 of which the Heaver Objectors land only comprises 30.8%, this is not credible. However, their continued inflated opinion of value has hindered negotiations.
- 1.5 The Developer offered commercial terms with provisions for a voluntary reference to the Upper Tribunal (Lands Chamber) providing for an initial payment of £2,329,000 on the basis that the Developer had already agreed terms for the acquisition of all other land, secured a “resolution to grant planning permission”, could claw-back any over-payment, and was keen to proceed to implement development without further delay or cost. This offer was rejected.
- 1.6 Since then, the Heaver Objectors have agreed to the principle of an Upper Tribunal (Lands Chamber) reference but have been resolute that the Council should pay an Advance Payment<sup>1</sup> that matches Countryside’s offer although the Council’s opinion of statutory compensation entitlement and the circumstances assumed in calculating Advance Payments are very different.
- 1.7 The second point concerns the reimbursement of fees. All my proposals have been dismissed by the Heaver Objectors but I have no information as to what costs have been incurred or what they

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<sup>1</sup> Section 52 of the Land Compensation Act 1973

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relate to. In addition, the Heaver Objectors have yet to explain their entitlement to costs bearing in mind that no amendments to the Order are proposed as a consequence of their objection.

- 1.8 Regarding the Other Heaver Objectors, terms have been agreed for the reprovion of rights by the Council and engrossments have been issued by the Council. These are with the Other Heaver Objectors for completion.
- 1.9 SMTL/Saxon Meadows residents have agreed Heads of Terms but have yet to complete the formal agreement and issue their objection withdrawal letters due to a dispute as to what constitutes reasonable, proportionate and appropriate fees for reimbursement despite the fact that SMTL have commissioned and provided their own Counsel advice which supports the Council's position.
- 1.10 In this context, the Council received an email from Keystone Law at 11:38 AM on the 20 November 2023 wherein they stated that *"...any suggestion that the Heads of Terms were agreed is strongly denied."* This suggests, at best, a lack of communication between Keystone Law and their client but, in any event, it is clear that the purpose of this email and their proposed amendments to the formal agreement is to delay indefinitely the withdrawal of objections and to maintain the dispute in respect of fees.
- 1.11 No agreement has been reached with the non-statutory objectors.

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## 2.0 SUMMARY

2.1 I have summarised below each section of my main proof of evidence.

### Section 1 – Introduction

2.2 I explain that I am instructed that disputes concerning the quantum of compensation payable to affected parties and the amount of fees to be reimbursed are not relevant considerations as to whether the Order should be modified, refused or confirmed in full.

2.3 It follows from this that, as the only substantive remaining grounds cited by the Heaver Objectors and the SMTL/Residents Objectors comprise one or both grounds, these objections rely on grounds that are not relevant to these proceedings.

### Section 2 - Qualifications and Experience

2.4 I set out my qualifications and experience and confirm that I am aware of, and have complied with, the RICS Professional Statement “Surveyors advising in respect of compulsory purchase and statutory compensation” 1<sup>st</sup> edition, April 2017.<sup>2</sup>

2.5 I also confirm that I am aware of my duty to the Inquiry and the standards expected of me as an expert witness. I provide further confirmation in this regard at section 15 of this evidence.

### Section 3 - Description of the Scheme (TSDL)

2.6 I explain that the Scheme is the same as that for which the Original CPO was secured with the only material amendment comprising the reduction of the area required from SMTL to deliver the community orchard.

2.7 I also explain that, due entirely to West Sussex County Council providing incorrect information upon which the Council had relied in restricting the extent of land to be compulsorily acquired, it is now necessary to acquire Plots 19C, D and E and reserve the ability to acquire Plot 19A and F in case it transpires that they have not been adopted as public highway.

### Section 4 – The Interests to be Acquired.

2.8 I summarise the Schedule to the Order (**CD/1**) and explain that the development will mostly be located on land owned or controlled by the Heaver Objectors, the Pitts Family and the Church Commissioners of England/CC Projects with access to the A27 being taken across land owned by National Highways.

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<sup>2</sup> A copy is available at <https://www.rics.org/profession-standards/rics-standards-and-guidance/sector-standards/land-standards/surveyors-advising-in-respect-of-compulsory-purchase-and-statutory-compensation-uk>

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## **Section 5 – The Guidance**

- 2.9 I set out commentary in respect of paragraphs 2,3,13,14,15,17,18 and 106 of the Guidance (CD/8) which I am instructed are relevant in considering the extent to which the Order should be confirmed.

## **Section 6 – Negotiations with Affected Parties from 2011 to September 2021**

- 2.10 There were extensive negotiations with the Heaver Objectors over an extensive period but these were unsuccessful and they maintained their objection. However, the Inspector concluded that *“...the objections raised do not provide a basis to withhold confirmation of the Order.”*
- 2.11 With regard to SMTL, an agreement was previously entered into whereby Plots 9, 9A and 9B would be retained within the Scheme and they withdrew their objection on this basis.
- 2.12 The Council undertook to re-provide those rights benefitting the Other Heaver Objectors and this was accepted by the Inspector and referenced within the Decision.

## **Section 7 – Negotiations with Affected Parties from September 2021 to this Inquiry**

- 2.13 As I have set out in the introduction to this Summary, the multiplicity of issues can be distilled essentially into two matters concerning, in the case of the Heaver Objectors, unrealistic demands for initial compensation payments and unevidenced and unquantified fee reimbursement requests and, in the case of SMTL, unreasonable and excessive demands for fee reimbursement.

## **Section 8 – Viability and Deliverability**

- 2.14 I have confirmed that the proposed scheme is viable from both a planning policy and commercial perspective. Furthermore, I am more than satisfied from my dealings with Countryside that they fully intend to implement the scheme as soon as they can secure possession of the land required from National Highways and the Heaver Objectors.

## **Section 9 – The Heaver Objectors**

- 2.15 I have provided further background behind my summary as set out in the Introduction above.

## **Section 10 – The Other Heaver Objectors**

- 2.16 I have provided further background behind my summary as set out in the Introduction above.

## **Section 11 – The SMTL Objection**

- 2.17 I have provided further background behind my summary as set out in the Introduction above.

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### **Section 12 - The Saxon Meadows Resident's Objections**

2.18 I have set out that the Saxon Meadows Residents will, if the proposed terms are accepted, retain exclusive use of Plot 9 and will benefit from SMTL's ability to grant rights over the land transferred by the Council to SMTL.

### **Section 13 – Non-Statutory Objectors**

2.19 The Council is unable to amend the Scheme to address the expressed concerns. However, to the extent that they can demonstrate an entitlement thereto, statutory compensation will be paid to the Objectors.

### **Section 14 – Conclusions by Reference to the Guidance**

2.20 In my opinion, the Council and Countryside, as the Council's appointed developer, have more than fully applied with all the relevant provisions of the Guidance and the grant of compulsory purchase powers to unlock the delivery of the TSDL.

### **Section 15 – Professional Statements**

2.21 I confirm that my evidence complies the RICS requirements and Civil Procedure Rules.



**Peter Roberts FRICS CEnv 20 November 2023**