# THE TOWN AND COUNTRY PLANNING ACT 1990 AND

**THE ACQUISITION OF LAND ACT 1981**

**CHICHESTER DISTRICT COUNCIL (TANGMERE) (No.2) COMPULSORY PURCHASE ORDER 2023**

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**STATEMENT OF EVIDENCE OF MATTHEW REES**

**INDIVIDUAL REMAINING OBJECTOR**

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1. **Summary of statement**
	1. I purchased the residential lease of 4 Saxon Meadow Tangmere on 5 January 2021 and became a shareholder of Saxon Meadow Tangmere Ltd (SMTL) on that date. SMTL is the management company, owns the freehold of this quiet estate of 28 homes and is funded by service charges paid by residential leaseholders including me.
	2. I submitted my individual objection [[1]](#endnote-2) [[2]](#endnote-3) to Chichester District Council (Tangmere) (No 2) Compulsory Purchase Order 2023” (CPO) on 26 April 2023 because I do not believe that Chichester District Council, the Acquiring Authority (AA), made a compelling case in the public interest for acquisition of the land relevant to my objection (some or all of Plots 6, 7, 8, 9, 9a, 9b) and I would like to see minor amendments to minimise the impact of the Scheme on me which would not affect the delivery of the Scheme.[[3]](#footnote-2)
	3. My individual objection to the CPO has three themes: Meadow, Access, Drainage, as summarised in the table below and explained in the main body of this statement. These are located entirely within the existing physical boundary of Saxon Meadow, apart from the drainage issues which span its physical boundary with Plot 6 which can be resolved by minor civil works. The objection is grounded in the context of my human rights, as referenced at Paragraph 10.2 of the AA’s Statement of Case.[[4]](#footnote-3)
	4. Since reading about the AA’s intention to make a CPO in a letter from the AA’s land referencing contractor, Gateley Hamer, dated 25 January 2023 [[5]](#endnote-4) I have submitted various comments to the AA and to the planning application by Countryside Properties (UK) Ltd (the Developer) for the Tangmere Strategic Development Location (TSDL), 20/02893/OUT (the Scheme), in both support for and objection to various matters concerning the Scheme and to find out more about the AA’s plans (Section 12). I have also supported SMTL with its objection and negotiation as a member of a working group of residents that has been supporting SMTL’s Directors.
	5. I supported the Developer’s revised outline planning application dated 21 June 2023 and welcome the decision of the AA’s Planning Committee on 16 August 2023 to adjust the boundary of the strategic development land to exclude Plots 9, 9a and 9b and to choose a different place in the development land for a community orchard. I welcome paragraphs 12.37, 12.39 and 12.40 of the AA’s Statement of Case. Para 12.37 states that the AA has relocated the orchard outside of Plot 9; para 12.39 states that the AA has requested that the CPO Order is amended to remove Plot 9, 9a and 9b; and paragraph 12.40 states that the AA has offered a set of Heads of Terms (HOTs) to address the parts of the objection relating to the Access Land, Garden Land and drainage issues. This demonstrates that the Access Land and Garden Land can be separated from Plot 7 and registered in the name of SMTL.
	6. Alongside the statements contained in the AA’s Statement of Case, the arrangements described in the HOTs, the decision by the AA’s planning committee on 16 August 2023, and other communications issued by the AA and the Developer during 2023, including a letter dated 26 September 2023[[6]](#endnote-5) from issued on behalf of Chichester District Council, I consider that each of the themes in my objection is sustained.
	7. I am aware that since May 2023 the HOTs has been under negotiation between SMTL, the AA and the Developer. I believe that SMTL has negotiated in good faith to seek agreement to the HOTs, and I consider that the parties should continue to work together to convert the HOTs into a legally binding agreement without further delay to resolve this matter so that I can subsequently withdraw my objection in accordance with published government guidance about this matter (including para 53 and ‘key points to note’). [[7]](#footnote-4)
	8. Following the decision of the AA’s planning committee on 16 August 2023, the HOTs was updated to reflect the relevant changes, and a later version of the HOTs which was substantively agreed by 13 September 2023. The directors of SMTL convened an extraordinary general meeting (EGM) for its shareholders on 20 October 2023, at which the shareholders passed a resolution which authorized the Directors of SMTL to enter into the Heads of Terms, subject to recovery of its professional fees, and to continue work towards a legally binding agreement with the AA and Developer. I do not understand why progress stalled on the HOTs since late September 2023. (Section 9 and 13).
	9. In order to resolve my objection, the AA needs to honour its commitment and obligation to reimburse SMTL for professional fees which have been unavoidable in this matter. On 14 June 2023 the AA’s Divisional Manager for Legal & Democratic Services issued a fee undertaking to SMTL. Reimbursement of fees is appropriate, in accordance with published government guidance, and the objections made by SMTL are also sustained. I note that the Development Agreement between the AA and the Developer (SOC appendix 5 [[8]](#footnote-5)) which was dated 5 February 2019, on page 26 paragraph 2.6 states “The Council shall ensure that relevant statutory controls and Government guidance are complied with throughout the CPO process, including without limitation all procedures, documents and Council decisions”. It is not reasonable, not consistent with government guidance, nor with the Development Agreement to deprive SMTL of reimbursement, and it places an unfair burden on the 28 residential leaseholders at Saxon Meadow who must pay service charges to fund SMTL. (Section 10).
	10. I do not understand why the AA had sought at a late in the negotiation phase to impose unreasonable conditions and pressurise me to withdraw my objection prior to the existence of a legally binding agreement that addressed the objection, and I do not understand how this is consistent with published government guidance for CPO matters which refer to ‘principles of natural justice’.[[9]](#footnote-6) I do not understand how it could be fair that other parties that have made objections to the CPO have been treated better, and afforded the opportunity that legal agreements are confirmed before their objections are withdrawn.[[10]](#endnote-6) (Section 11).

**Summary table**

* 1. The summary table below shows how the themes of my objection relate to Plots identified by the CPO, the issue and status of the objection, further action required to resolve the objection and the relevant paragraphs of this statement of evidence that contain further information.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Theme of objection | CPO2 Plot to which objection refers | Status of the objection | Further action needed to resolve my objection | Paragraphs of this statement of evidence |
| **Meadow**Right to peaceful enjoyment of property as an amenity space with strategic value for biodiversity net gain and renewable energy solution.  | Plot 9Plot 9a, 9b (boundary overlap) | The outline Planning Application (20/02893/OUT) has been amended and it was resolved to relocate the community orchard to another location in the Scheme area and to remove Plots 9, 9a and 9b from the Scheme.I submitted a letter of support for this amendment to the planning application.[[11]](#endnote-7) | Removal of Plots 9, 9a and 9b from the CPOI agree with the steps described in 12.37-12.39 of the AA’s Statement of Case.Legally binding agreement to confirm the HOTs. | 5, 6, 7 |
| **Access**Right to peaceful enjoyment of property, with respect to access to and from my property and essential amenities including drainage and essential utilities. | Plot 7 (a very small part, entirely within the Saxon Meadow boundary)Plot 8 (boundary overlap) | This land is essential for access, rights of way, supply of utilities and for the provision and maintenance of vital amenities for Saxon Meadow. No objection to the addition of a cycle path alongside the existing features of this location provided it does not harm my rights. | Transfer of “Access Land” and “Garden Land” to SMTL (being very small parts of Plot 7).Remove Plot 8 from CPO, transfer to SMTL to resolve boundary overlap.Legally binding agreement to confirm the HOTs. | 2,3,4 |
| **Drainage**Right to peaceful enjoyment of property, avoid risk from surface water run-off. | Plot 6 | Agreement to undertake civil works to address high ground water and surface water issues not adequate.AA considers these to be planning matters. | Fully funded plan to address existing issues raised by Local Flood Authority. | 8 |

* 1. This statement contains evidence available to me at 16 November 2023.

……………………………………Matthew Rees, 4 Saxon Meadow, Tangmere, PO20 2GA, 16 November 2023

**Main body of the Statement**

1. **Access (small fraction of plot 7)**
	1. The Statement of Reasons at paragraph 2.12 bundles together 4 large parcels of land, and states:

“Together, Plots 6, 7, 14 & 15 comprise sections of farmland of approximately 262,371 square metres in area, crossing the Order Land from the western boundary of the Order Land to the Tangmere Road. Plot 7 is within the ownership of Deirdre Jane Pitts, Michael Williams Pitts, Diana May Pitts and Valerie Ann Young. Plots 6, 14 & 15 are within the ownership of Andrew John Pitts and his farming company the Woodhorn Group Limited.”

* 1. My objection to the CPO refers to a very small fraction of Plot 7, which are the two small plots which are called “Access Land” [[12]](#endnote-8) and the “Garden Land” [[13]](#endnote-9) as shown in the Appendices to the HOTS dated 13 June 2023[[14]](#endnote-10).
	2. I do not think that it is reasonable for the AA to proceed with a CPO if it threatens the existing rights of way which exist over the Access Land and Garden Land, because it would harm my human rights and those of my Saxon Meadow neighbours. I consider it is vital to preserve the existing arrangements for pedestrian and vehicle access to Saxon Meadow via Church Lane; to continue arrangements for access and maintenance of essential utilities under the road surface around property boundaries; protect the natural pond which has long served as a sustainable drainage system and the drainage ditch (“Issues”) which is required for dispersal of surface water; retain all the existing car parking spaces, amenities; and to continue the existing maintenance arrangements; protect the attractive array of mature trees, woodland, natural pond and grassland which have ensured that this location has long remained an attractive location within the Tangmere Conservation Area.[[15]](#footnote-7)
	3. My residential lease (WSX10426) contains various schedules which guarantee my rights of way and rights for free passage of various essential services including water, gas, electricity, television and telecommunication which should not be diminished or removed. My objection is motivated by a well-founded and reasonable concern with the potential harm to my human rights that would result from any restrictions or loss of access from Church Lane or the imposition of any restrictions to the way I use and enjoy this land unless changes are made to the CPO.
	4. On 29 August 2019 the Developer wrote to a Saxon Meadow residential leaseholder stating that access rights to properties at Saxon Meadow would be preserved [[16]](#endnote-11) but it is not evident to me that any further action was taken.
	5. I disagree with page 41-42 of the Statement of Case [[17]](#footnote-8). In my opinion, given that I only purchased my property in January 2021, it is not reasonable to respond to my objection with hypothetical scenarios about what SMTL might or might not have been able to negotiate with the current landowner about a sale of this land to SMTL over the last 4 decades. Following my purchase of 4 Saxon Meadow I carried out necessary refurbishment of the property but was I not able to live there during the building work and due to Covid-19 restrictions, so I only became aware that there was a risk to my rights when I received letters from Gateley Hamer about the CPO dated 25 January 2023. [[18]](#endnote-12)
	6. I have learned from a neighbour that an enquiry was made around 2015-16 to the current land owners to ask if they would be willing to sell the access land to Saxon Meadow, and this was declined, and the right of way continued to be exercised at all times.[[19]](#endnote-13)
	7. Paragraph 12.48 of the Statement of Case is incorrect. It is wrong to consider that there is any doubt about SMTL’s rights of way over Plot 7, which certainly exist, have been registered with the Land Registry and have been used continually since residents moved into Saxon Meadow, and it misrepresents SMTL’s use of, and responsibility for, this land.
	8. As part of the development of residential occupation of Saxon Meadow, a right of way for Saxon Meadow over the Pitts Land/Plot 7 was registered as part of the conveyancing, dated 26 October 1984, with title number: WSX172343 [[20]](#endnote-14). This right of way along the access road that adjoins Church Lane Tangmere has been in daily use ever since residents moved into Saxon Meadow, some 38 years ago. There is a clearly established right of way over this land which has been used continuously and without interruption and without dispute. Absent the CPO, access to Saxon Meadow using this right of way is a longstanding and satisfactory arrangement.
	9. On 1 June 1989 a letter from the landowner confirmed that responsibility for maintenance of the Access Land was transferred to Saxon Meadow. [[21]](#endnote-15)
	10. On 30 September 2009 the landowner reconfirmed the existence of the right of way, and the letter acknowledged that the land itself may have been unregistered at that time. [[22]](#endnote-16)
	11. On 25 March 2023, along with another neighbour from 20 Saxon Meadow, I met with the elected member of the North Mundham and Tangmere Ward of Chichester District Council to raise my concerns about the risks to access that had come to my attention.
	12. On 1 April 2023 I emailed the elected member to express concerns about the statements in the AA’s Cabinet Papers dated 20 March 2023[[23]](#footnote-9) which at paragraph 4.33 referred to a possible Heads of Terms between CDC and Pitts but which failed to include SMTL and in this email I told him that SMTL and its residents have a right of way over the access land and to request that this matter be raised with the relevant officials of CDC.[[24]](#endnote-17) This elected member subsequently failed to secure re-election as a member of Chichester District Council on 4 May 2023 but he has remained an elected member of West Sussex County Council and Tangmere Parish Council to the present day. That email was also copied to another elected member of the AA, who subsequently became the Leader of Chichester District Council following the local election on 4 May 2023.[[25]](#endnote-18) I have not received a response to this email from anyone, despite this being material to the CPO.
	13. SMTL has maintained the Access and Garden Land for many years, including grass cutting, road surfacing, and painting. For example, on 22 July 2023 and 7 October 2023 residents of Saxon Meadow carried out essential maintenance for the essential drainage channel denoted as “Issues” on the Access Land map and repainting of the railings surrounding the pond.
	14. My objection can be resolved without any implications for the delivery of the Scheme and I believe that my objection is sustained given that the draft HOTs established a process to transfer the Access Land and Garden Land to SMTL (or to not acquire it at all if the CPO does not proceed). A legally binding agreement between SMTL, the AA and Developer to confirm the terms of the HOTs is required to facilitate the withdrawal of my objection.
1. **Access (plot 8 boundary overlap)**
	1. Para 2.15 of the Statement of Reasons[[26]](#footnote-10) states:

“Plot 8 is an area of land of approximately 60 square metres in area located on the edge of Plot 7 where registered title plans show overlapping between the ownership of Deirdre Jane Pitts, Michael Williams Pitts, Diana Mary Pitts and Valerie Ann Young (forming part of the title of Plot 7) and Saxon Meadow Tangmere Limited”.

* 1. Paragraph 12.50 of the Statement of Case states:

“Plot 8 is a plot where both Saxon Meadow Tangmere Limited and the Pitts family's registered titles overlap. To deal with this overlap, Heads of Terms have been offered to address the boundary issues within Plot 8. These are currently being negotiated between Saxon Meadow Tangmere Limited, the Council and Countryside.”

* 1. I object to the inclusion of Plot 8 [[27]](#endnote-19) in the CPO. The AA has not provided any compelling reason why it requires Plot 8 to deliver the Scheme. In broad terms, Plot 8 is closest to 25 Saxon Meadow, but there are no boundary markers or distinguishing features to demark Plot 8 from the freehold of Saxon Meadow [[28]](#endnote-20), it is an intrinsic and inseparable part of the access driveway, and it is impossible to tell how Plot 8 relates to the existing location of the privately maintained pumping apparatus which is required to pump all foul water from the toilets of the 28 homes at Saxon Meadow which connects with Southern Water’s infrastructure via infrastructure underneath the Access Land.
	2. On 19 May 2023 there was a site visit at Saxon Meadow with the attendees from the Developer and representatives of the AA, at which visitors were asked to identify and mark out the boundary of Plot 8 but they were not able or willing to do so. SMTL wrote to the AA to question why Council Officials declined to attend this important opportunity to examine the site visit and meet with the residents of Saxon Meadow. [[29]](#endnote-21)
	3. The Land Registry records for registered title WSX172343 includes a conveyance dated 26 October 1984 [[30]](#endnote-22) with a brown border. However, a more recent map filed with the Land Registry dated 14 October 2020 [[31]](#endnote-23) shows the boundary with two different colours (red and yellow) does not suggest that there is an overlap and indicates reciprocal rights to the owners at this boundary. I am not aware that there has ever been any boundary query or dispute about this boundary under its current ownership and conveyance. I do not think there is any reasonable doubt that this plot belongs to, is used by and is required by SMTL.
	4. I support the arrangements described in the draft HOTs. I consider that my objection is sustained given that SMTL, the AA and the Developer have already identified a process to transfer the Access Land and Garden Land to SMTL (or to not acquire it at all if the CPO does not proceed). A legally binding agreement is required between SMTL, the AA and Developer to confirm the terms of the HOTs to facilitate the withdrawal of my objection. The title to Plot 8 should therefore be registered in the name of SMTL.
1. **Access (new cycle path)**
	1. The Statement of Reasons contains just three references to “cycle”, at para 3.3, 6.6 and 6.22 but provides no definite information about its proposed location or design. The Statement of Case is slightly more specific at para 12.49, as it states:

“This land [Plot 7 and 8] is required to deliver the cycle path required for the Scheme and to avoid leaving a strip of land in the ownership of the Pitts family should the land around it be compulsorily acquired.”

* 1. I do not object to a cycle path running east-west, on the section of Plot 7 which contains the existing track north of the drainage channel parallel to the boundary of Saxon Meadow, starting the location which is marked by a galvanized fence located at the western boundary of the Access Land[[32]](#footnote-11), and this land to the west of this location along the track is not part of my objection.
	2. My objection to the inclusion of Plot 7 and Plot 8 in the CPO is not intended to obstruct the construction of a cycle path to connect the Scheme to Church Lane Tangmere. However, I am not convinced that the AA has provided sufficient information to explain to what extent, if any, the cycle path requires a CPO of the Access Land section of Plot 7 or how it could be accommodated without causing risks or detriment, such as to compromise the critical infrastructure required for the storage and dispersal of surface water via the pond and drainage ditch, or loss of essential amenities including the parking spaces and the access driveway.
	3. The Open Space and Strategic Landscape Parameters Plan [[33]](#endnote-24) and Illustrative Master Plan [[34]](#endnote-25) drawings cannot be relied upon by the AA in support of its case because these drawings omit critical infrastructure including the drainage channel, denoted “Issues” [[35]](#endnote-26), the Pond, mature woodland inside the Tangmere Conservation Area and do not show the fall in elevation from north to south either side of the drainage channel.
	4. The Access and Movement Parameters Plan [[36]](#endnote-27) shows an orange line and dot which may suggest a small overlap with the Access Land east of the galvanized gate. However, based on this evidence, there it is clear that Plot 8 is not required for the construction of this cycle path because it is too close to House 25, on the wrong side of the visitor parking spaces and the Well and therefore in a location that means it is not required to be part of the CPO. The Garden Land is not required and is not suitable for the construction of this cycle path because it is too close to House 28, on the wrong side of the drainage channel, too close to the buttresses extending from the wall of the building which support the property, and too close to the mature hedgerow boundary which is part of the Tangmere Conservation Area and therefore in a location that is not needed for the cycle path.
	5. On 5 July 2023 SMTL issued a letter [[37]](#endnote-28) which was subsequently disclosed on the planning portal (20/02893/OUT) which stated that it does not, in principle, object to proposals for the cycle path. In a spirit of cooperation, on 10 July 2023 a resident of Saxon Meadow submitted an illustrative proposal to the AA’s planning department [[38]](#endnote-29) suggesting how a cycle path may be incorporated into the Access Land. [[39]](#endnote-30)
	6. At this stage, the AA and Developer have not responded to the illustrative proposal and have not provided any additional information about the matter. I welcome Section 6 in the HOTs which states that the Developer will provide SMTL with a period of 4 week’s prior notice and consultation in relation to any future plan for a cycle path.
	7. I consider that my objection is sustained given that the draft HOTs contains a proposal to consult with SMTL prior to the submission of an application for a cycle path.
1. **Meadow – alternative location for the community orchard on a site outside plot 9**
	1. Para 2.14 of the Statement of Reasons[[40]](#footnote-12) states:

“Plot 9 is a section of open land of approximately 3,342 square metres in area registered in the name of Saxon Meadow Tangmere Limited, adjacent to a grassed lawn forming part of the Saxon Meadow property.”

* 1. Para 2.14 is not entirely accurate, and could be misleading, because Plot 9 has an arbitrary eastern edge somewhere roughly in the middle of the freehold of a plot of open land with title number WSX407547 [[41]](#endnote-31) (the Meadow) which is owned by SMTL. Plot 9 is roughly half of the area of WSZ407547, on its western edge. The north, south and west boundary of the Meadow is mature hedgerow which forms part of the Tangmere Conservation Area. The open space surrounded by these hedgerows is the very essence of Saxon Meadow and has been maintained by and used by Saxon Meadow residents for almost four decades.
	2. The rights of unlimited access to use and enjoy the entire open space was major factor in my decision to purchase 4 Saxon Meadow given that my property does not benefit from a private garden and I use and enjoy this communal open space at every opportunity as is my human right. The entire meadow is required by SMTL, all current and future leaseholders, residents and visitors because it provides essential the essential amenity of communal open space which is particularly vital given that the 28 residential properties do not benefit from private gardens.
	3. The Statement of Reasons contains two references to “orchard” at paragraph 3.3 and 6.2 but provides no indication of the specific location within the SDL.
	4. The current Chichester Local Plan 2014-29[[42]](#footnote-13), dated June 2015, contains six references to ‘orchard’ but none of these refers to a new orchard in Tangmere. The emerging Local Plan[[43]](#footnote-14) is not specific about the where the orchard should be placed in the 73 hectares of land west of Tangmere at Policy A14, and this plan has not yet been adopted, as I understand that the AA is still in the process of preparing a submission to a future public inquiry.[[44]](#footnote-15)
	5. The Tangmere Neighbourhood Plan dated March 2016 [[45]](#footnote-16) stated:

“4.22 Secondly, the policy requires the provision of a Community Orchard/Garden/Allotment. The Concept Plan identifies land for this purpose located in the field south east of the Church, which provides for public access from the east and west and contributes to the setting of the Church.”

* 1. I do not object to placing a community orchard in the location referenced in paragraph 4.22 of the Tangmere Neighbourhood Plan, which is part of Plot 7.
	2. On 21 June 2023 the developer submitted a revised plan, which removed Plot 9 from the application. The Developer’s application letter[[46]](#endnote-32) stated:

“As a result of engagement with residents of Saxon Meadow, Tangmere following the December 2022 submission, a further minor red line amendment has been considered. The amendment seeks to reduce the area of the planning redline by the removal of an area of 0.34ha of land over the Saxon Meadow estate. The area was previously shown as being proposed for an orchard. The area of orchard lost through the proposed red line boundary change would be re-provided within the overall site resulting in no change in the overall quantum of orchards proposed. The orchard would be re-provided to the south and west of the Saxon Meadow estate creating a tree buffer to the existing residential buildings and meadow area. A second area of Orchards would be created to the west of the sports and recreation area, wrapping around the children’s play area creating further interest for parents and children along a greenway. The two areas of orchards would be connected through the wider green infrastructure network on site ensuring their usability and desirability for both residents and wildlife. Whilst the change sought would result in a very marginal reduction in the overall informal open space across the site, this would remain in excess of the Council’s standards. The future reserved matters detailed design of the orchard with standard spacing of trees would be able to retain view corridors to St. Andrew’s Church.”

* 1. On 5 July 2023 [[47]](#endnote-33) I submitted a written statement of support for this new planning application.
	2. On 16 August 2023 Chichester District Council Planning Committee approved the revised planning application and to relocate the community orchard to an alternative location within the Scheme boundary. [[48]](#footnote-17)
	3. I agree with Para 12.39 of the Statement of Case, which states[[49]](#footnote-18):

“As a further resolution to grant of the planning application now relocates the Community Orchard to outside of Plot 9, the Council will formally request that the Order is modified to remove Plots 9, 9A and 9B. Doing so will overcome a significant element of the objection of Saxon Meadow Tangmere Limited and its residents to the present Order” and I consider that this course of action should be pursued.

* 1. On various occasions, a Partner of DWD LLP has written to residents of Saxon Meadow on behalf of the AA to confirm that Plot 9, 9a and 9b would be removed from the CPO including the letter that I received from him on behalf of the AA dated 26 September 2023[[50]](#endnote-34) and a similar letter to House 25 dated 1 November 2023.[[51]](#endnote-35)
	2. I understood from the speaker representing the developer at the CPO administrative call on 17 October 2023 that the CPO would be amended to remove Plot 9 from the CPO, and I support this approach.
	3. I object to the inclusion of Plot 9 in the CPO. I consider that this objection is sustained given the developments described above. Plot 9 is not required for the Scheme and it should be removed from the CPO to address my objection.
1. **Meadow (plot 9a, 9b boundary overlap)**
	1. Para 2.16 of the Statement of Reasons[[52]](#footnote-19) states:

“Plots 9A and 9B are sections of open land approximately 65 square metres in area which are adjacent to Plot 9. These plots only became apparent upon the completion of the registration of Saxon Meadow Tangmere Limited's adverse possession claim in respect of Plot 9. It is considered that ownership of Plots 9A & 9B will either lie with Saxon Meadow Tangmere Limited, or the owner registered as the owner of Plot 9 prior to the adverse possession claim (being a limited company which is in administrative receivership) or Deirdre Jane Pitts, Michael Williams Pitts, Diana Mary Pitts and Valerie Ann Young as part of the wider title of Plot 7.”

* 1. This description may be misleading given that neither Plot 9a nor 9b is open land. Rather, these overlap plots are part of the mature hedgerow and mark the boundary on the western edge of Saxon Meadow’s land and they represent the boundary which marks the border of the Tangmere Conservation Area.
	2. I object to the inclusion of Plot 9a and Plot 9b in the CPO. I support Section 7 “Land forming part of WSX407547” of the HOTs because registering the overlap with SMTL would resolve my objection.
1. **Meadow - additional reasons why Plot 9, 9a and 9b should be excluded from the CPO**
	1. There are additional reasons grounded in human rights considerations why I think that Plot 9, 9a and 9b should be excluded from the CPO – biodiversity net gain and renewable energy. There is substantial public interest merit in maintaining these strategic opportunities for SMTL and its residents, whereas any decision to proceed with a CPO could not be justified in the public interest given that it could destroy these options.
	2. The Environment Act 2021 is the statutory basis for Biodiversity Net Gain.[[53]](#footnote-20) As a landowner, SMTL could provide a public benefit by improving the meadow (Plot 9) and hedgerow boundaries (including Plot 9a, 9b) via a biodiversity net gain credit income scheme (BNG Scheme). The enhancement of the quality of this location to improve biodiversity on this site would provide a public benefit, enhance the attractiveness of Saxon Meadow for residents and visitors, would benefit property values, and a provide a source of funding which would be used to deliver the biodiversity enhancements.
	3. In order to obtain evidence for the feasibility of the BNG Scheme, residents decided not mow the meadow between May and July 2023 in preparation for a condition survey by an ecologist with experience of these matters. A qualified ecologist with experience of these matters was appointed and attended a site visit in July 2023 and delivered a Biodiversity Net Gain Scoping Assessment report dated 25 July 2023. This report [[54]](#endnote-36) (redacted copy attached to exclude commercially sensitive information) explained that SMTL could biodiversity net gain credit income income from area and linear habitats. The entire meadow (WSX407547) not merely Plot 9 is an area habitat and the boundaries (Plot 9a, 9b) are a linear habitat.
	4. The opportunity for SMTL to deliver a BNG scheme would be lost if Plot 9 was included in the CPO because it would deprive SMTL of sufficient linear and area habitat to pursue a BNG Scheme given that the division of this land into smaller plots would be incompatible with operating the BNG Scheme on a commercial basis as individual components would be too small to justify the Scheme, and therefore would most likely completely extinguish the public benefits in prospect.
	5. In light of the Government’s commitment to deliver Net Zero by 2050, Saxon Meadow residents have also been discussing what options are available to replace gas-fired domestic heating and hot water systems at Saxon Meadow with a renewable energy solution. There are various constraints, including lack of individual gardens, narrow pedestrian pathways to access properties, heritage and conservation area considerations. However, these discussions have established that the Meadow itself is a very suitable location for a ground source heat pump collector, which could be installed under the ground, and would not be visible above ground and could connect to each property via a local heat network under the pathways to connect to each individual property. This would be entirely compatible with the BNG scheme. Overall this could provide significant public and private benefit. However, it is highly probable that this would require the entire meadow to install an array of boreholes with sufficient energy capacity and separation distances to support the 28 homes in Saxon Meadow.
	6. Following discussions with my neighbours to identify suitable suppliers, 16 May 2023 I began a process to contact a number of companies to enquire about their interest in advising SMTL about the feasibility stage of this project.[[55]](#endnote-37) A number of companies responded to this enquiry, and there were subsequently several site visits during the summer and autumn, various meetings and discussions, including the most recent site visit on 7 October 2023, which the potential supplier followed up with a proposal for a fee proposal for a full feasibility study for the scheme, which is currently under consideration[[56]](#endnote-38).
	7. Plot 9 should not be included in the CPO because this could render the renewable energy solution unviable, and cause significant detriment to Saxon Meadow due to the elimination of the benefits available and would make it difficult to align the domestic heating and hot water arrangements at Saxon Meadow to the government’s policy ambitions.
2. **Drainage (plot 6)**
	1. The Statement of Case on page 43 stated:

“Management of drainage on Plot 6 is a planning matter, which will be addressed within the planning permission for the development. The Scheme is subject to a resolution to grant for planning permission. Concerns regarding drainage are planning issues, in respect of which planning conditions will be imposed in the planning permission requiring that the development shall be carried out only in full accordance with the submitted Flood Risk Assessment and that surface water from the development shall be disposed of using a Sustainable Urban Drainage System (SUDS) providing that the system shall be designed to ensure that the pre-existing rate of run-off from the site is not increased.”

* 1. Whilst it may be administratively convenient to seek to isolate CPO and planning issues, this is clearly of no relevance when it comes to physical risks posed by the proposed development to surface water drainage issues at Saxon Meadow which affect my property. I therefore remain concerned that the AA has not provided a clear explanation about how much investment is required to avoid the risk that development of Plot 6 will increase surface water run-off which could put my home at risk. I think this may be a matter for the Inquiry into this CPO because the AA and Developer have not put forward any evidence to demonstrate that they have performed sufficient, reliable, work to establish the extent or cost of infrastructure investment that will be required in civil works required to address this issue, or to explain how it has secured sufficient and timely funding necessary to justify the scheme in accordance with paragraph 14 of the government guidance.[[57]](#footnote-21)
	2. On 19 May 2023 at the site visit to Saxon Meadow I explained that we are at a tipping point with respect to the limited capacity of the ground to absorb surface water run-off on Saxon Meadow, and that the construction of new houses on Plot 6 may cause harm due to the fact that there is a natural slope from the northern part of Plot 6 towards Saxon Meadow, and that the development could cause too much surface water run-off onto SMTL’s land which could not be dispersed because there is no drainage and that the drawings produced for the application had omitted key information with respect to existing ponding and geography.[[58]](#endnote-39) [[59]](#endnote-40)
	3. Civil engineering to provide necessary drainage and flood relief measures may need to be funded via developer funding (Section 106), but the AA has not yet secured this agreement. For example, on 14 December 2022 the Director of Planning and Environment at the AA issued a letter[[60]](#endnote-41) to the AA’s planning committee to:

“Request for agreement to a post-submission extension of time for the determination of a planning application” because the proposed Section 106 agreement for development would not be in place until the CPO had been agreed.

* 1. On 16 August 2023, the AA’s planning committee decided to defer its decision until Section 106 funding is available.[[61]](#endnote-42)
	2. I note that in its submission the most recent planning application and decision, West Sussex County Council – the Lead Local Flood Authority - objected to the development. In its letter dated 10 July 2023, it stated: [[62]](#endnote-43)

“We object to this planning application in the absence of an acceptable Flood Risk Assessment (FRA) & Drainage Strategy”

And in part two of its submission stated: [[63]](#endnote-44)

“Additional winter groundwater level monitoring is required to ensure impacts of groundwater levels on the basins is understood and appropriate measures are taken”

* 1. Following recent rainfall in the Tangmere area between 27 October and 4 November 2023 (associated with Storm Ciarán), it is the case that significant areas of the land identified for the Scheme were inundated with water and there is extensive ponding on Plot 6 as well as ponding on Saxon Meadow and there is also flooding on local roads adjacent to Plot 7 including at the junction of Church Lane and Bayley Road. I have reported these matters to the Lead Local Flood Authority. Residents of Saxon Meadow have recorded photographic evidence of the problems associated with this matter, and have submitted further observations to the planning portal (reference: 20/02893/OUT).
	2. On 4 November 2023 I wrote to West Sussex County Council to enquire about the status of monitoring activity.[[64]](#endnote-45) I have not yet received a response.
	3. My objection would be addressed if there was evidence that an appropriate, fully-funded, scheme was in place to address flood risk to the south of my property. In relation to Plot 6, this would require a “SUDS” and quite possibly also a new drainage channel to connect with the existing ditch which runs to the south, located about 15 meters beyond SMTL’s western boundary to address this matter. These civil engineering works would be entirely compatible with the delivery of the Scheme.
1. **SMTL has acted in good faith to negotiate with the AA and Developer to seek agreement of the HOTs and a binding legal agreement to address the objections.**
	1. The AA has acknowledged its responsibility to comply with government guidance about CPOs. The Development Agreement between the AA and the Developer (SOC Appendix 5 [[65]](#footnote-22)) which was dated 5 February 2019, on page 26 paragraph 2.6 states:

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

* 1. Relevant government guidance states that objectors should not remove their objections until a legally binding agreement is in place, and that the reasonable professional fees incurred by objectors in negotiating an agreement should be honoured by the AA.
	2. Throughout 2023, SMTL has sought to keep the AA, Developer and their intermediaries, informed about its position and to resolve the objections by negotiation in good faith. For instance, it has issued the following letters and transmitted them directly or via the intermediaries, but to the best of my knowledge it has not received any written response from the AA to any of these letters:
* 27 February 2023[[66]](#endnote-46)
* 5 April 2023[[67]](#endnote-47)
* 14 April 2023[[68]](#endnote-48)
* 21 May 2023[[69]](#endnote-49)
* 11 June 2023[[70]](#endnote-50)
* 18 June 2023[[71]](#endnote-51)
* 1 July 2023[[72]](#endnote-52)
* 24 July 2023[[73]](#endnote-53)
* 1 October 2023[[74]](#endnote-54)
* 21 October 2023[[75]](#endnote-55)
	1. Residents of Saxon Meadow also made representations to the AA’s Cabinet on 20 March 2023 and Planning Committee on 16 August 2023 and there was one Teams call with some of the residents that the AA’s Director for Planning and Environment attended on 4 April 2023, but I could not attend. It did not take place until after the CPO Order had been made on 30 March 2023.
	2. I am aware that SMTL, the AA and the Developer have been in negotiations about the HOTs for over 6 months since May 2023, and that the draft was subject to a necessary adjustment following the AA’s decision on 16 August 2023 to remove Plots 9, 9a, 9b from the Scheme. I have seen various iterations of the HOTs, and numerous exchanges of email between the respective advisors to SMTL, Developer and the AA. I understand that the draft HOTs has been in agreed form with respect to the substantive resolutions to the objections to Plots 7, 8, 9, 9a and 9b, and the potential cycle path. I have been copied on a number of emails containing iterations of the HOTs including several issued by the advisors to SMTL, such as those that they issued to the AA/Developer’s intermediaries on the following dates:
* 8 August 2023[[76]](#endnote-56)
* 13 September 2023[[77]](#endnote-57)
* 5 October 2023[[78]](#endnote-58)
* 13 November 2023[[79]](#endnote-59)
	1. The email exchanges between DWD LLP and SMTL’s surveyor between 20 September 2023 and 25 September 2023 indicate a change of tone or approach by the AA and Developer with regards to the negotiations over the Head of Terms.[[80]](#endnote-60)
	2. On 29 September 2023 I met with the Directors of SMTL to join a discussion about the HOTs, based on the version received from DWD LLP on 28 September 2023 [[81]](#endnote-61) [[82]](#endnote-62), and following that meeting the Directors convened an Extraordinary General Meeting (EGM) to discuss and vote on the matter.
	3. Over the weekend of 30 September – 1 October 2023 I worked with neighbours to coordinate and collect agreements from the 11 individual objectors in order to comply with the new condition in the HOTS.[[83]](#endnote-63) This document contained the following statement:

“I / we have submitted individual objections to CPO2 … I/we agree to withdraw my/our objection to CPO2 upon the satisfaction of the following condition: Condition: the agreement of legally binding contract between Saxon Meadow Tangmere Ltd (SMT Ltd), Chichester District Council and Countryside Properties (UK) Ltd setting out how the matters outlined in the Heads of Terms (HOTs) have resolved SMT Ltd’s objections to CPO2”.

* 1. On 1 October 2023 the Directors of SMTL issued a letter indicating that they had called an EGM to take place on 20 October 2023[[84]](#endnote-64)
	2. On 12 October 2023 SMTL’s surveyor issued an email to DWD LLP which contained a copy of the Heads of Terms. On 13 October 2023 DWD LLP replied to this email with a new set of demands relating to the individual objectors which he stated were required on the instruction of the AA.[[85]](#endnote-65)
	3. On 20 October 2023 at the EGM I introduced a discussion amongst residents of Saxon Meadow about all of these matters, and the shareholders of SMTL passed a resolution which authorised the Directors to sign the HOTs subject to recovery of the reasonable professional fees that SMTL had incurred in respect of this matter and to continue working towards a legally binding agreement.
	4. Over the weekend of 21-22 October 2023 following the EGM I worked with neighbours to coordinate and collect from the 11 individual objectors agreement to another iteration of the individual agreement to withdraw their objections that was issued in the name of Director for Planning and Environment on behalf of Chichester District Council, which contained what can only be described as a “gagging clause” [[86]](#endnote-66). This was a very stressful experience and most of the individuals concerned felt very uncomfortable about agreeing to this, but felt that under duress they had no option but to agree it due to the conditionality that had been inserted into the HOTs by the AA and the Developer.
	5. On 24 October 2023 SMTL’s surveyor wrote to DWD LLP to agree to an Escrow arrangement with respect to the withdrawal of individual objections.[[87]](#endnote-67)
	6. On 26 October 2023 I raised my concerns with the Programme Officer for the Public Inquiry to seek advice about how I could submit evidence to a public inquiry even if I was forced to agree to the gagging clause. Based the advice that I received about this matter on 3 November 2023[[88]](#endnote-68), I lodged a complaint via the AA’s website on 5 November 2023. [[89]](#endnote-69)
	7. On 27 October 2023 I also raised my concerns with the Council Leader by phone and email, and he agreed to raise the matter with officers of the Council. [[90]](#endnote-70)
	8. On 7 November 2023 the Leader of the Council wrote to me and stated that he could not assist. [[91]](#endnote-71)
	9. On 10 November 2023 the advisor to SMTL wrote to DWD LLP to challenge a number of assumptions or inferences that it had drawn from previous correspondence. [[92]](#endnote-72)
	10. On 13 November 2023 SMTL issued the HOTs again to the AA/Developer’s advisor, DWD LLP.[[93]](#endnote-73)
	11. On 13 November 2023 I received an email from the AA’s Monitoring Officer that he would not investigate my complaints. [[94]](#endnote-74)
1. **The AA should honour its fee undertaking to reimburse SMTL for the cost of professional advisors.**
	1. Given that I have an obligation to fund SMTL via payment of service charges, based on a percentage contribution set out in my lease, I have a direct financial interest along with all 28 leaseholders, in ensuring that the AA honours its undertaking to reimburse SMTL for the professional fees that have been incurred in relation to this matter.
	2. In order to demonstrate that it is acting reasonably, the AA would reimburse the professional fees incurred by SMTL in line with the government guidance on this matter. I note that government has published guidance about the need for objectors to appoint professional advisors, and about the reimbursement of professional fees incurred in relation to such matters, which states:

“If you think your land may be the subject of compulsory purchase you should seek advice from a suitably experienced property adviser such as a chartered surveyor, an agricultural valuer or a solicitor, who should be able to advise on your rights and also act on your behalf if appropriate. It is best to seek professional help as early as possible”.[[95]](#footnote-23)

“Any costs associated with objecting to a CPO – including professional fees incurred in pursuing the objection – need to be met by you as the objector. However, if you are a remaining objector whose objection is sustained, such that the CPO was not confirmed or your land is excluded from the CPO, then you are entitled to seek an award of reasonable costs once the confirming authority’s decision is issued. Such an award will normally be made unless there are exceptional reasons for not doing so. If you are partially successful in objecting i.e. part of your land may be excluded from the CPO you will be awarded your reasonable costs that relate to that part of your objection. If a CPO is confirmed and implemented reasonable professional fees incurred in preparing and negotiating your claim for compensation can generally be reclaimed from the acquiring authority”[[96]](#footnote-24)

* 1. On 14 June 2023, the Divisional Manager of Legal & Democratic Services Chichester District Council issued email stating that confirmed AA had provided a fee undertaking for the Keystone Law and Olden Property, who are the legal advisors and surveyors for SMTL respectively. [[97]](#endnote-75)
	2. The draft of the HOTs dated 28 September 2023 confirmed that there was an undertaking in place to reimburse SMTL’s professional fees.[[98]](#endnote-76) [[99]](#endnote-77) The iterations of the HOTS dated 5 October and 9 October 2023 confirmed that there was an undertaking in place to reimburse SMTL’s professional fees. [[100]](#endnote-78) [[101]](#endnote-79) [[102]](#endnote-80)
	3. On 18 October 2023 DWD LLP issued a new version of the HOTs which contained amendments made by DWF Law LLP (which represents the developer), which unilaterally deleted the fee undertaking and replaced it with an itemised list which does not cover all reasonable fees incurred by SMTL. [[103]](#endnote-81)
	4. On 18 October 2023, the legal advisors representing SMTL wrote to DWF Law (the Developer’s legal advisor) stating clearly that reimbursement of fees was essential.[[104]](#endnote-82)
	5. On 26 October 2023, DWD LLP [[105]](#endnote-83)wrote to the Chairman of SMTL which indicated that the AA would not reimburse STML in full.
	6. The 26 October 2023 email from DWD LLP raises questions about the conditionality and/or availability of funds to deliver the reasonable expenses of one objector to the CPO, let alone the Scheme itself. I find this surprising, given that Para 7.7 of the Statement of Reasons states:

“The Council is satisfied that Countryside has sufficient resources and if required can obtain sufficient funding for both acquiring the Order Land and implementing the Scheme, both presently and during the compulsory acquisition process”.

* 1. On 27 October 2023 I had a telephone conversation with the AA’s Council Leader and expressed my concern that the AA was not demonstrating that it was acting reasonably, as it appeared to be unwilling to reimburse SMTL for its professional fees in relation to the CPO, and in the evening I sent him an email showing a side-by-side comparison of the HOTS which showed that a unilateral amendment had been made by the Developer’s advisor (DWF Law LLP).[[106]](#endnote-84) [[107]](#endnote-85)
	2. On 1 November 2023 SMTL obtained a legal opinion that the fees that it has incurred are recoverable.[[108]](#endnote-86) This was sent to DWD LLP on 10 November 2023.
	3. The AA should be able to obtain the necessary funds from the Developer, given that on 5 February 2019 the AA and the Developer signed the Development Agreement,[[109]](#footnote-25) which contains an indemnity that the AA can used to recover its fees from the Developer. The definition of relevant expenses is on page 9. Page 33-34 in section 8 refers to an indemnity by the Developer for the AA’s costs, and Page 70 contains an amendment dated 16 February 2023 which increased the relevant expenses from £300,000 to £700,000. Paragraph 8.2 states that the developer cannot unreasonably withhold reimbursement of the AA’s costs.
	4. On 1 November 2023, I received a response to an FOIA request (Reference: IC-246623-K8W9) [[110]](#endnote-87) which states that the AA had spent £669,000 to date, which raises a question as to whether the AA can demonstrate that funds are available for the Scheme. By way of background, my original information request was in fact issued on 14 June 2023, in which I asked the AA to tell me how much it had spent on this matter and how much it expected to recover under the “indemnity”. The response was issued after 5 months instead of the customary 20 working days, and it was necessary for the Information Commissioner’s Office to issue Decision Notice on 15 August 2023 [[111]](#endnote-88) to compel the AA to issue a response, failing which it could take High Court Action for contempt of court if this was not forthcoming. I do not have a full breakdown of the costs that the AA has incurred, but it is relevant to note that these are significant sums. Partial details of the AA’s spending is available from the AA’s transparency publications, for example, the AA paid £34,676 to a land referencing agent. [[112]](#endnote-89) The AA also paid £38,354 to one of the legal advisors acting for the AA on the CPO in since December 2021. [[113]](#endnote-90)
	5. In light of paragraph 5.3 of the Development Agreement, if the AA were to withdraw from the CPO, the financial exposure of the AA to the Developer may be greater than the costs incurred directly, given that the Developer may be able to recoup expenses that it had initially reimbursed to the AA as well as its own costs. In theory, this could include the costs of the Developer’s legal advisors (Osborne Clarke LLP [[114]](#footnote-26) and DWF Law LLP[[115]](#endnote-91)) and of DWD LLP, which the AA has told me in response to a Freedom of Information Act request is a firm of surveyors contracted to and remunerated by the Developer that is acting for both the AA and the Developer. [[116]](#endnote-92)
	6. Given the indications that the AA may be unwilling or unable to honour its fee undertaking to SMTL which are wholly, exclusively and necessarily part of the CPO costs, I think it is reasonable for the Inspector to examine whether, in the strictest sense, the AA can demonstrate that funds exist to fund the Scheme itself, the cost of which is obviously many multiples of SMTL’s expenses. For example, in the Viability Assessment (SOC Appendix 4)[[117]](#footnote-27), the calculations show that the market value of the Scheme land is £30.6 million, the developer contributions are £44.5 million, and the construction costs are £277.4 million. If the AA is simply unable to recover from the Developer the funds needed to reimburse SMTL’s costs, which is de-minimis to the Developer but material to SMTL and its residents, then it may be also be the case that the AA has failed to justify fully its CPO in the manner described in guidance issued in July 2019 by the Department for Levelling Up, Housing and Communities on compulsory purchase process and the Crichel Down Rules,[[118]](#footnote-28) which at Section 14 stated:

“In preparing its justification, the acquiring authority should address … sources of funding … timing of funding …”

1. **Public Sector Equalities Duty**
	1. Paragraphs 11.1 and 11.2 of the AA’s Statement of Case states:

“The Council has a duty under the Equality Act 2010 to have due regard to the need to eliminate discrimination, to advance equality of opportunities and foster good relations. The decision to make the Order is one that this duty applies to … The land being acquired is predominantly agricultural land and does not require relocation of any protected groups.”

* 1. I note that the Equality Impact Assessment (CD/12) was originally dated 7 February 2020 [[119]](#footnote-29) and that this entire document appears to be dated 7 February 2020, save for the final two pages. Appendix F, page 109 contains a statement dated 7 March 2023 by the Director of Planning and the Environment:

“Since commissioning the EqIA, progress in making CPO1 was impacted by the COVID 19 pandemic and to take into account the unique impacts of the COVID 19 pandemic, the Council commissioned an addendum to the EqIA from Mott MacDonald, which was issued July 2020. The recommendations and actions of the CPO1 EqIA and Covid addendum have been implemented and continued to be implemented following the confirmation of CPO1 and its publication on 23 December 2021.”

“the Council considers that, in seeking to make the Order, and deliver the Scheme, it has had due regard to the PSED”.

* 1. Given the complexity of the subject matter and vast extent of paperwork, it is extremely challenging for a lay person to keep up to speed with all the developments in this case. The residents of Saxon Meadow include several elderly residents, and several with disabilities including mobility, sight or hearing loss and chronic diseases. I question whether the AA and Developer has any understanding of the extent to which my neighbours at Saxon Meadow have protected characteristics or what reasonable adjustments or arrangements should have been offered throughout this process. I therefore question whether the AA and Developer can reliably demonstrate that it has had due regard to the PSED in relation to the residents of Saxon Meadow.
	2. As noted above, the AA has not responded SMTL’s letters. I have been concerned about the lack of efforts by the AA to communicate clearly with Saxon Meadow since I first learned about it in the letter from Gateley Hamer dated 25 January 2023. On 21 March 2023 I submitted a complaint to the AA [[120]](#endnote-93) about the inadequate communication by the AA and I remain dissatisfied about the responses dated 21 April 2023 [[121]](#endnote-94) and 26 May 2023 [[122]](#endnote-95), which revealed that the AA abandoned postal communication for three years – March 2020 – March 2023 but this process did not resolve my complaint.[[123]](#endnote-96) [[124]](#endnote-97)
	3. Throughout 2023 I have sought to engage with the AA via its elected representatives, and on 14 June 2023 I set out my concerns in the form of a written complaint, I am disappointed with the responses. I resubmitted my written complaint of 14 June 2023 to the AA on 7 November 2023 given that I have never had a response to this complaint, which remains substantively the same and unresolved.[[125]](#endnote-98) As noted above, more recently, the AA has plainly refused to respond to legitimate complaints at all in light of the impending Inquiry.
	4. Based on the document “ID/4.2 Objection Status Tracker”[[126]](#endnote-99), I am concerned that the objectors from Saxon Meadow may be victims of discrimination, given that the AA is seeking withdrawals of objections prior to the Inquiry, whereas the first three objectors on this table are being afforded the opportunity to complete legal agreements prior to the withdrawal of objections.
1. **Extending the life of the CPO for a further three years.**
	1. The AA did not disclose in its Statement of Reasons that the impending expiry of the first CPO was a factor which led it to start a second CPO on the same land and some other plots. This consideration was latterly disclosed on Page 40 of the Statement of Case, [[127]](#footnote-30) which states:

“CPO 1 has a limited time remaining within which it can be exercised. If the Council promoted a compulsory purchase order for a limited number of plots, there is a real risk that the CPO 1 would expire before a second 'limited' compulsory purchase order is confirmed. This would prevent the delivery of the Scheme.”

* 1. Further evidence has emerged during my enquiries which suggests that this motivation may have been planned for some time, much earlier than the date of the Statement of Reasons. For instance, Section 4 of the SOR contains a statement about the purpose of Compulsory Acquisition:

Para 4.1: “… The Order incorporates very largely the same land as CPO 1 but seeks to acquire additional limited land interests in the north of the TSDL which fall outside of CPO 1”

Para 4.2 “ … Given the change in the known status of the land post confirmation of CPO 1, the Order has been progressed to acquire the interests within Plots 19A – 19F to deliver this element of the Scheme”

* 1. On 11 May 2023 I received responses [[128]](#endnote-100)to FOIA requests referenced FL-101003698451 - FL-101003700299 which referred to a purpose of the current CPO related to the extension of the life of the existing CPO. The document prepared by the contractor, Gateley Hamer, “The Land Referencing Services Proposal” dated 26 October 2022[[129]](#endnote-101) stated:

“1.1. We are responding to the invitation received from Chichester District Council (‘the Council’) in relation to the proposed development at Tangmere Strategic Development Location, Tangmere, We have reviewed the email from Yohanna Webster at Davitt Jones Bould (djblaw) dated 18th October 2022 and we understand the existing situation and what is being proposed. A Compulsory Purchase order was originally made in 2020 but is coming up for expiry. We understand that a second Compulsory Purchase Order (‘CPO 2’) is now required. As part of the process, the Council is looking to appoint Land Referencing Agents to identify all interests in the land where possible CPO powers will be sought”.

* 1. The document prepared by the AA, “Exception of the Need to Tender Form” dated 24 February 2023[[130]](#endnote-102) stated:

“The exemption is sought in line with para 6.1.1 of Part 4 of the constitution. The work is an extension / update to work previously conducted on Tangmere CPO. The work involved is heavily reliant on the previous study undertaken by the same consultant. As such the consultant already has knowledge of the background and previous work involved. This will also allow the work to commence without delay, which is important in order that the Council can progress with CPO 2 within a timescale that will allow it to be confirmed, prior to the expiry of CPO 1”.

1. **Addendum**

* 1. It has taken some time to prepare this statement, but just I was finalising this statement in order to submit it, I was copied into four emails from DWD LLP which all arrived at once, and which indicated that the AA had no plan to respond to the Heads of Terms issued by SMTL’s legal advisor on 13 November 2023, and which does not provide me with any sense that it operates in a spirit of openness and fairness, rather it simply conforms to a pattern of behaviour which has been in evidence throughout this saga, which has inflicted enormous strain on me and other residents of Saxon Meadow – which is a small community of 28 homes, inhabited mainly by retired people, several of whom have long term health conditions and / or protected characteristics. We all deserve far greater respect and courtesy than has been evident in this matter.
		+ Existence of a Deed[[131]](#endnote-103)
		+ Asking for information from SMTL[[132]](#endnote-104)
		+ Copies of earlier correspondence[[133]](#endnote-105)
		+ Repeat of limited fee offer[[134]](#endnote-106)
	2. On 14 November 2023 I received a letter from the AA’s solicitor, David Jones Bould, which contained a number of documents.
		+ outlined a process to reach agreement of the HOTs[[135]](#endnote-107) with a proposed obligation placed upon me to remove my objection which would only become effective once a legally binding agreement is in place to resolve the objections.[[136]](#endnote-108)
		+ Contained another iteration of the HOTs[[137]](#endnote-109)
		+ Contained the proposed withdrawal agreement which seeks to restrict my rights[[138]](#endnote-110)
	3. These late developments are encouraging because they confirm that my objections are sustained. I am supportive of a process that would guarantee a binding agreement is reached between SMTL, the AA and the Developer, and hope that a binding agreement will be reached to resolve my objection. It remains my view that the AA should reimburse SMTL for the professional fees that it has incurred in this matter and these costs are reasonable in all respects and without doubt. Statements by the AA, Developer and their advisors that assert that SMTL’s fees are excessive, or should be capped below the actual costs incurred are not reasonable assertions, and those parties should retract those statements.
	4. In conclusion, I consider that my objections are sustained in their entirety.

End notes: list of supporting documents referenced in this statement of evidence

1. 20230423 MRees objection FINAL [↑](#endnote-ref-2)
2. 20230426 supporting images for objection of M Rees [↑](#endnote-ref-3)
3. Government Guidance Para 50: https://www.gov.uk/guidance/compulsory-purchase-and-compensation-guide-1-procedure#objecting-to-a-cpo [↑](#footnote-ref-2)
4. Article 1 of the First Protocol to the Convention and Article 8 of the Human Rights Act 1998 [↑](#footnote-ref-3)
5. 20230125 Gateley Hamer Document\_2023-04-26\_070723 [↑](#endnote-ref-4)
6. 20230926 letter from DWD [↑](#endnote-ref-5)
7. https://www.gov.uk/guidance/compulsory-purchase-and-compensation-guide-1-procedure#objecting-to-a-cpo [↑](#footnote-ref-4)
8. <https://www.chichester.gov.uk/media/38816/SOC-Appendix-5-Development-Agreement-and-Supplemental-Agreements/pdf/SOC_Appendix_5_-_Development_Agreement_and_Supplemental_Agreements.pdf?m=638284743518670000> . Document reference: OC\_UK/40381535.1 [↑](#footnote-ref-5)
9. <https://www.gov.uk/guidance/compulsory-purchase-and-compensation-guide-1-procedure#link_appendix1>. Paragraph 64. Inquiry procedure: The inquiry procedure is also subject to the rules of natural justice. These rules, developed by the courts, provide that there must be fairness in the conduct of an administrative process and, in particular, each side must have a fair opportunity to be heard and to hear and question the case against them. A CPO may be challenged if there has been a breach of either the rules of natural justice or the statutory rules of procedure [↑](#footnote-ref-6)
10. 20231103 ID-4.2\_Objection\_Status\_Tracker\_03.11.23 [↑](#endnote-ref-6)
11. 20230705 planning submission 20 02893 OUT [↑](#endnote-ref-7)
12. 20230531 Appendix 3 - Access Land [↑](#endnote-ref-8)
13. 20230531 Appendix 4 - Garden Land [↑](#endnote-ref-9)
14. 20230613 DWD email containing pre planning hots [↑](#endnote-ref-10)
15. <https://chichester.moderngov.co.uk/Data/Cabinet/20141104/Agenda/07.1Tangmere%20CA%20Review%20-%20Appendix%201.pdf> [↑](#footnote-ref-7)
16. 20190829 Countryside confirmation of access rights [↑](#endnote-ref-11)
17. https://www.chichester.gov.uk/media/38835/Tangmere-No-2-AAs-Statement-of-Case-Without-Appendices/pdf/Tangmere\_No\_2\_AAs\_Statement\_of\_Case\_Without\_Appendices.pdf?m=638284667756870000 [↑](#footnote-ref-8)
18. 20230125 Gateley Hamer Document\_2023-04-26\_070723 [↑](#endnote-ref-12)
19. 20231111 confirmation of enquiry about access land IMG\_4396 [↑](#endnote-ref-13)
20. 19841026 WSX172343 Official Copy (Conveyance) -right of way [↑](#endnote-ref-14)
21. 19890701 right of way and maintenance letters [↑](#endnote-ref-15)
22. 19890701 right of way and maintenance letters [↑](#endnote-ref-16)
23. https://chichester.moderngov.co.uk/documents/g1760/Public%20reports%20pack%20Monday%2020-Mar-2023%2009.30%20Cabinet.pdf?T=10 [↑](#footnote-ref-9)
24. 20230401 MR email to Simon Oakley about access driveway [↑](#endnote-ref-17)
25. 20230401 MR email to Simon Oakey with BCC copy to Adrian Moss [↑](#endnote-ref-18)
26. https://www.chichester.gov.uk/media/38820/3-Tangmere-No-2-CPO-Statement-of-Reasons/pdf/3.\_Tangmere\_No\_2\_CPO\_Statement\_of\_Reasons.PDF?m=638283184486670000 [↑](#footnote-ref-10)
27. 20230324 Document\_2023-03-24\_064226 [↑](#endnote-ref-19)
28. 20230531 Appendix 1 - SMTL freehold [↑](#endnote-ref-20)
29. 20230521 SMTL Letter no show [↑](#endnote-ref-21)
30. 19841026 WSX172343 Official Copy (Conveyance) -right of way [↑](#endnote-ref-22)
31. 20201014 Official Copy (Title Plan) - WSX172343 freehold [↑](#endnote-ref-23)
32. The location of the fence is here: <https://w3w.co/drawn.host.nozzle>

A site visit to this location is recommended [↑](#footnote-ref-11)
33. 20230620 Updated OPEN\_SPACE\_AND\_STRATEGIC\_LANDSCAPE\_PARAMETERS\_PLAN-5210079 [↑](#endnote-ref-24)
34. 20230620 Updated-ILLUSTRATIVE\_MASTERPLAN-5210162 [↑](#endnote-ref-25)
35. 20230531 Appendix 1 - SMTL freehold [↑](#endnote-ref-26)
36. 20200201 20\_02893\_OUT-ACCESS\_AND\_MOVEMENT\_PARAMETERS\_PLAN-5210080 (1) [↑](#endnote-ref-27)
37. 20230701 SMTL letter of support for revisions [↑](#endnote-ref-28)
38. 20230710 JW email about cycle path [↑](#endnote-ref-29)
39. 20230529 cycle path [↑](#endnote-ref-30)
40. <https://www.chichester.gov.uk/media/38820/3-Tangmere-No-2-CPO-Statement-of-Reasons/pdf/3._Tangmere_No_2_CPO_Statement_of_Reasons.PDF?m=638283184486670000> [↑](#footnote-ref-12)
41. 20230717 WSX407547 Official Copy (Title Plan) meadow [↑](#endnote-ref-31)
42. <https://www.chichester.gov.uk/article/24677/Adopted-Chichester-Local-Plan-Key-Policies-2014-2029> [↑](#footnote-ref-13)
43. https://chichester.oc2.uk/document/45/459#d459 [↑](#footnote-ref-14)
44. https://www.chichester.gov.uk/thelocalplantimeline [↑](#footnote-ref-15)
45. <https://tangmere-pc.gov.uk/wp-content/uploads/2020/09/tangmere_neighbourhood_plan_may_2016-1.pdf> [↑](#footnote-ref-16)
46. 20230621 Turley 20\_02893\_OUT-AMENDED\_DOCUMENTS\_COVERING\_LETTER\_DATED\_21\_6\_23-5210256 [↑](#endnote-ref-32)
47. 20230705 planning submission 20 02893 OUT [↑](#endnote-ref-33)
48. https://chichester.moderngov.co.uk/mgAi.aspx?ID=13220 [↑](#footnote-ref-17)
49. https://www.chichester.gov.uk/media/38835/Tangmere-No-2-AAs-Statement-of-Case-Without-Appendices/pdf/Tangmere\_No\_2\_AAs\_Statement\_of\_Case\_Without\_Appendices.pdf?m=638284667756870000 [↑](#footnote-ref-18)
50. 20230926 letter from DWD [↑](#endnote-ref-34)
51. 20231101 - Let to P Riches [↑](#endnote-ref-35)
52. https://www.chichester.gov.uk/media/38820/3-Tangmere-No-2-CPO-Statement-of-Reasons/pdf/3.\_Tangmere\_No\_2\_CPO\_Statement\_of\_Reasons.PDF?m=638283184486670000 [↑](#footnote-ref-19)
53. https://www.gov.uk/government/news/biodiversity-net-gain-moves-step-closer-with-timetable-set-out [↑](#footnote-ref-20)
54. 20230725 REDACTED bng assessment for Saxon Meadow [↑](#endnote-ref-36)
55. 20230516 RFP for Renewable Energy [↑](#endnote-ref-37)
56. 20231013 Saxon Feasibility Quote [↑](#endnote-ref-38)
57. https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\_data/file/1071500/CPO\_guidance\_-\_with\_2019\_update.pdf [↑](#footnote-ref-21)
58. 20200928 44372\_2001\_002 Preliminary Surface Water Drainage Strategy [↑](#endnote-ref-39)
59. 20200928 20\_02893\_OUT-SUBSTITUTE\_PLAN\_16\_3\_21\_-\_EXISTING\_DRAINAGE\_LAYOUT\_\_A3\_-3393831 [↑](#endnote-ref-40)
60. 20221214 20\_02893\_OUT-EXTENSION\_OF\_TIME\_AGREEMENT\_16.12.22-5105842 a [↑](#endnote-ref-41)
61. 20230816 Decisions 16082023 0930 Planning Committee [↑](#endnote-ref-42)
62. 20230710 20\_02893\_OUT-WSCC\_-\_LEAD\_LOCAL\_FLOOD\_AUTHORITY\_PART\_1-5220807 [↑](#endnote-ref-43)
63. 20230710 20\_02893\_OUT-WSCC\_-\_LEAD\_LOCAL\_FLOOD\_AUTHORITY\_PART\_2-5220817 [↑](#endnote-ref-44)
64. 20231104 MR email to WSCC regarding flood monitoring [↑](#endnote-ref-45)
65. <https://www.chichester.gov.uk/media/38816/SOC-Appendix-5-Development-Agreement-and-Supplemental-Agreements/pdf/SOC_Appendix_5_-_Development_Agreement_and_Supplemental_Agreements.pdf?m=638284743518670000> . Document reference: OC\_UK/40381535.1 [↑](#footnote-ref-22)
66. 20230227 SMTL letter [↑](#endnote-ref-46)
67. 20230405 SMTL letter [↑](#endnote-ref-47)
68. 20230414 SMTL letter [↑](#endnote-ref-48)
69. 20230521 SMTL Letter no show [↑](#endnote-ref-49)
70. 20230611 Saxon Meadow Tangmere visits 2023 [↑](#endnote-ref-50)
71. 20230619 SMTL letter [↑](#endnote-ref-51)
72. 20230701 SMTL letter of support for revisions [↑](#endnote-ref-52)
73. 20230724 SMT Ltd Tangmere Parish Council EPM 24 - 07-24-2023 18.40 [↑](#endnote-ref-53)
74. 20231001 SMTL letter [↑](#endnote-ref-54)
75. 20231021 SMT letter following EGM [↑](#endnote-ref-55)
76. 20230808 KL to DWD with HOTS iteration [↑](#endnote-ref-56)
77. 20230913 KL to DWD with HOTS iteration [↑](#endnote-ref-57)
78. 20231005 TO to DWD with HOTS iteration [↑](#endnote-ref-58)
79. 20231113 HoT KL 09.11.23 [↑](#endnote-ref-59)
80. 20230925 change of tone [↑](#endnote-ref-60)
81. 20230928 Peter Roberts email containing HOTS [↑](#endnote-ref-61)
82. 20230928 HOTS as included in the Peter Roberts email of 28 sept 23 [↑](#endnote-ref-62)
83. 20231001 CONDITIONAL individual agreement to withdraw [↑](#endnote-ref-63)
84. 20231001 SMTL letter [↑](#endnote-ref-64)
85. 20231009 TO cover email for HOTs [↑](#endnote-ref-65)
86. 20231016 DRAFT Individual Agreement - V2(86989592\_1) [↑](#endnote-ref-66)
87. 20231024 TO to Peter Roberts [↑](#endnote-ref-67)
88. 20231103 Gmail - Tangmere CPO Pt2 [↑](#endnote-ref-68)
89. 20231105 Complaint or compliment form - Chichester District Council [↑](#endnote-ref-69)
90. 20231027 MR email to A Moss containing the gagging clause in attachment [↑](#endnote-ref-70)
91. 20231107 A Moss not responsible [↑](#endnote-ref-71)
92. 20231110 Olden-Property\_letter\_ to DWD 10112023 [↑](#endnote-ref-72)
93. 20231113 HoT KL 09.11.23 [↑](#endnote-ref-73)
94. 20231113 Monitoring Officer reply [↑](#endnote-ref-74)
95. <https://www.gov.uk/guidance/compulsory-purchase-and-compensation-guide-1-procedure> (Key points to note 8) [↑](#footnote-ref-23)
96. <https://www.gov.uk/guidance/compulsory-purchase-and-compensation-guide-1-procedure>. (Key points to note, box between points 11 and 12) [↑](#footnote-ref-24)
97. 20230614 Fee undertaking [↑](#endnote-ref-75)
98. 20230928 Peter Roberts email containing HOTS [↑](#endnote-ref-76)
99. 20230928 HOTS as included in the Peter Roberts email of 28 sept 23 [↑](#endnote-ref-77)
100. 20231005 HOTs KL Amends 05.10.23 V2 [↑](#endnote-ref-78)
101. 20231009 9 October 2023 Heads of Terms TO Changes [↑](#endnote-ref-79)
102. 20231013 Tom email containing the conditionality [↑](#endnote-ref-80)
103. 20231018 John Webster edits to HOTS [↑](#endnote-ref-81)
104. 20231018 Letter to John Webster\_18.10.2023 [↑](#endnote-ref-82)
105. 20231026 Peter Roberts to TP about fees [↑](#endnote-ref-83)
106. 20231027 MR email to A Moss [↑](#endnote-ref-84)
107. 20231013 John Webster confirms he works for Developer [↑](#endnote-ref-85)
108. 20231102 Opinion - Tangmere No 2 CPO - Costs [↑](#endnote-ref-86)
109. https://www.chichester.gov.uk/media/38816/SOC-Appendix-5-Development-Agreement-and-Supplemental-Agreements/pdf/SOC\_Appendix\_5\_-\_Development\_Agreement\_and\_Supplemental\_Agreements.pdf?m=638284743518670000 [↑](#footnote-ref-25)
110. 20231101 FOIA response FL 101003723858 [↑](#endnote-ref-87)
111. 20230815 FOAI ICO Signed DN [↑](#endnote-ref-88)
112. 20231112 summary for Davitt [↑](#endnote-ref-89)
113. 20230727 FOIA reply DWD status [↑](#endnote-ref-90)
114. Page 4, https://www.chichester.gov.uk/media/38816/SOC-Appendix-5-Development-Agreement-and-Supplemental-Agreements/pdf/SOC\_Appendix\_5\_-\_Development\_Agreement\_and\_Supplemental\_Agreements.pdf?m=638284743518670000 [↑](#footnote-ref-26)
115. 20231013 John Webster confirms he works for Developer [↑](#endnote-ref-91)
116. 20230727 FOIA reply DWD status [↑](#endnote-ref-92)
117. https://www.chichester.gov.uk/media/38815/SOC-Appendix-4-Viability-Assessment-dated-3-March-2023/pdf/SOC\_Appendix\_4\_Viability\_Assessment\_dated\_3\_March\_2023.pdf?m=638283104376870000 [↑](#footnote-ref-27)
118. https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\_data/file/1071500/CPO\_guidance\_-\_with\_2019\_update.pdf [↑](#footnote-ref-28)
119. https://www.chichester.gov.uk/media/38829/12-EqIA-EqIA-Addenda-and-PSED-Statement/pdf/12.\_EqIA\_\_EqIA\_Addenda\_and\_PSED\_Statement.pdf?m=638283184507100000 [↑](#footnote-ref-29)
120. 20230321 MR issue complaint [↑](#endnote-ref-93)
121. 20230321 response to Stage 1 complaint - Mr Rees [↑](#endnote-ref-94)
122. 20230526 2nd stage investigation of complaint Rees 23 May 2023 [↑](#endnote-ref-95)
123. 20230529 MR response to stage 1 [↑](#endnote-ref-96)
124. 20230604 reply to stage 2 complaint [↑](#endnote-ref-97)
125. 20231109 email exchange about complaints going back to 14 June 2023 [↑](#endnote-ref-98)
126. 20231103 ID-4.2\_Objection\_Status\_Tracker\_03.11.23 [↑](#endnote-ref-99)
127. https://www.chichester.gov.uk/media/38835/Tangmere-No-2-AAs-Statement-of-Case-Without-Appendices/pdf/Tangmere\_No\_2\_AAs\_Statement\_of\_Case\_Without\_Appendices.pdf?m=638284667756870000 [↑](#footnote-ref-30)
128. 20230511 FOIA reply [↑](#endnote-ref-100)
129. 20230511 FINAL LR CPO Proposal Tangmere - Chichester District council (005) [↑](#endnote-ref-101)
130. 20230511 Exception\_to\_the\_Need\_to\_Tender\_Form\_Gateley [↑](#endnote-ref-102)
131. 20231113 Council has drafted a Deed [↑](#endnote-ref-103)
132. 2023113 DWD asking for information [↑](#endnote-ref-104)
133. 20231113 list of emails [↑](#endnote-ref-105)
134. 20231113 repeat of fee [↑](#endnote-ref-106)
135. 20231114 Letter to SMTL \_ Residents(2850720.1) [↑](#endnote-ref-107)
136. 20231114 Email from JW to NB 16 10 2923 [↑](#endnote-ref-108)
137. 20231114 9 October 2023 Heads of Terms TO Changes - DWF Amends 16 October 2023(86992258\_1) (1) [↑](#endnote-ref-109)
138. 20231114 DRAFT Saxon Meadow Individual Agreement [↑](#endnote-ref-110)