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

**EVIDENCE OF TERRY PICKERING ON BEHALF OF
SAXON MEADOW TANGMERE LIMITED**

OBJECTOR DOCUMENT REFERENCE: SMT/TP/1

Introduction

1. My name is Terence John Pickering. I am a Director of Saxon Meadow Tangmere Ltd ('SMT') and I give this statement in connection with SMT's objection to the Chichester District Council (Tangmere) (No 2) Compulsory Purchase Order 2023 ('CPO2').

Partial resolution of SMT's objections

Plots 9, 9A and 9B

2. SMT is pleased to note that the acquiring authority ('AA') has confirmed that it is seeking a modification to CPO2 to remove the meadow land forming plots 9, 9A and 9B (see paragraphs 12.44 to 12.46 of the AA's Statement of Case). As confirmed in the AA's Statement of Case, the AA's planning committee has passed a resolution to grant planning permission for the CPO Scheme which involves the relocation of the proposed community orchard from plots 9, 9A and 9B. It follows that there is no longer a basis to justify the acquisition of these plots under s. 226(1)(a) of the Town and Country Planning Act 1990.

Plots 7 and 8

3. The AA accepts SMT's objection concerning the need to appropriately protect and preserve its rights of access and other easements for the benefit of Saxon Meadow residents.
4. SMT does not agree that there is any deficit in respect of the legal rights it currently enjoys over plot 7 owned by the Pitts family (see paragraph 12.48 of the AA's Statement of Case). SMT has rights, inter alia, for the passage of gas water and electricity, drainage and 'running of water and soil, and access, at all times' to their property, with or without vehicles, as fully set out in the First Schedule to a conveyance dated 26 October 1984 referred to entry number 2 of the Property

Register of their freehold title WSX172343. That conveyance and the burden of those rights granted therein is registered against the freehold title of the land owned by the Pitts family in entry number 2 of their freehold title WSX345601.

5. Notwithstanding the above concessions, the AA must be able to demonstrate, to the reasonable satisfaction of the inspector that the proposed cycle route should not be located elsewhere within the scheme land; and further, that it will be suitably designed and can be adequately accommodated using plot 8 and (part of) plot 7 without undue interference with SMT's necessary rights of access, and other easements, available car parking space and the pond. Please also refer to the comments at paragraph 8-10 below.

Plot 6 / Saxon meadow

6. SMT is concerned about potential flood risk and drainage issues affecting the area of land to the south of Saxon Meadow after the new properties are constructed. SMT would like to ensure that the AA has adequately demonstrated to the inspector that any right to drain into any existing surface water infrastructure will not overload the drainage system or lead to additional surface water flooding.
7. SMT understands that CPUK will address these technical issues as part of the planning conditions to be imposed in accordance with the approved Surface Water Drainage Strategy associated with the grant of outline planning permission. The AA is prepared to consult SMT on these plans, and so to this extent, SMT's objection is resolved.

Other remaining issues

8. Additionally, the plan boundary is inaccurate with respect to 28 Saxon Meadow, which has buttresses supporting the north-east wall and requires access for maintenance to the north of the property [see Exhibit, pages 12-14 as per SMT's original objection]. The buttresses which support the flank wall have been in situ since 1860 or thereabouts and which according to the Land Registry title plan constitutes the boundary line.
9. Further, it is imperative that the line of the new cycle path is not positioned to run close by this property as there are windows which open outward over the land in question (referred to by the parties in their negotiations as the "Garden land").
10. SMT requires a minimum 3 metre buffer zone from the flank wall to safeguard against cycling hazards together with an express grant of rights of access for maintenance and repair of the property or, better still, a freehold transfer of the Garden land. The AA has, in principle, agreed to a freehold transfer, but a binding agreement has not yet been reached.

Negotiations

11. SMT considers that the AA has failed to take reasonable steps to acquire the relevant land and rights included in CPO2, contrary to paragraphs 2 and 17 of the CPO Guidance. SMT's position is that while there have been negotiations, the terms proposed have been unreasonable or have resulted in delays, meaning that there has been a failure to make meaningful attempts at negotiation. Further, some of the length of these negotiations could have been avoided, and issues could have been settled more amicably, had the AA sought proactive engagement with SMT at a much earlier stage in its planning for CPO2.
12. SMT is willing to refer to the details of these negotiations. It has requested a response from the AA to indicate whether it claims any of the written communications are 'without prejudice' that cannot be referred to at the inquiry.

Recovery of professional fees

13. SMT has been in discussions with the AA on all these points as a precursor to the withdrawal of its objections. Broad agreement 'in principle' has been reached but a binding Agreement has not yet been concluded.
14. In particular, the underlying principles of cost recovery, and the quantum of costs which SMT is specifically seeking to recover has not so far been agreed.
15. SMT considers that, upon the modification of CPO2 to remove plots 9, 9A and 9B, along with the other scheme concessions as detailed above, it should be treated as a successful objector to CPO2, and so requests that the Secretary of State make an award for SMT's costs in respect of its objection to the CPO. SMT relies upon paragraph 057 Reference ID: 16-057-20140306 of the Planning Practice Guidance.
16. SMT therefore intends to appear before the inspector to explain this and to preserve its statutory entitlement to recover costs as a party to the inquiry, barring agreement being reached in the meantime before the inquiry opens on 12 December 2023 .

Yours faithfully

Signed


Terry Pickering (Director)

on behalf of Saxon Meadow Tangmere Limited