

# **BOSHAM LIMITED AND SHOPWYKE LIMITED**

Chichester District Council (Tangmere)  
(No. 2) Compulsory Purchase Order 2023

Appendix MB1 to Rebuttal Statement of Evidence of

Matthew Bodley

5 December 2023

Ref: APP/PCU/CPOP/L3815/3321240

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**BY EMAIL AND BY POST**

Secretary of State for Levelling Up, Housing and  
Communities  
Planning Casework Unit  
23 Stephenson Street  
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**ashurst**

Dear Sir/Madam

**Chichester District Council (Tangmere) (No 2) Compulsory Purchase Order 2023 (the "Order")  
Objection on behalf of Bosham Limited (Company Number 11145803) and Shopwyke Limited (Company Number 11145921) both of 22 Chancery Lane, London, England, WC2A 1LS (our "Clients")**

**1. INTRODUCTION**

- 1.1 Our Clients have each received a letter from Chichester District Council (the "**Council**") dated 5 April 2023 giving notice of the making of the Order. We are instructed by our Clients to lodge an objection to the Order on their behalf.
- 1.2 Our Clients own the freehold interests in the land referred to in the schedule to the Order and the Order Map that are numbered 1, 3, 4, 5, 17, 18 and 19E.
- 1.3 The Council's Statement of Reasons states that the land numbered 4 is unregistered but this is incorrect. Plot 4 is within the land whose freehold interests are registered at Land Registry under title numbers WSX276484 and WSX225302 and which are owned by our Clients.
- 1.4 Our Clients have taken a transfer dated 14 February 2022 from CS South Limited of the freehold interest in the land referred to in the schedule to the Order and the Order Map that is numbered 16. The transfer is pending registration at Land Registry. Our Clients also have the benefit of a restriction at Land Registry in respect of this land.
- 1.5 In addition, as the freehold owners of the land in plots 17 and 19E, our Clients benefit from an unrestricted right of access over the land referred to in the schedule to the Order and the Order Map that is numbered 19D.
- 1.6 Our Clients are "qualifying persons" under section 12 of the Acquisition of Land Act 1981 (the "**1981 Act**") and this letter should be treated as a "relevant objection" under section 13 of the 1981 Act.
- 1.7 Unless otherwise stated, capitalised terms in this letter have the same meaning as defined in the Council's Statement of Reasons which was issued alongside the Order.

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## 2. CONTEXT

### Land subject to CPO 1

- 2.1 As explained in the Council's Statement of Reasons, the land that is proposed to be acquired under the Order is substantially the same as the land which is subject to CPO 1 (the "**CPO 1 Land**"). Other than minor adjustments, the only additional land in the Order compared to CPO 1 is the land identified as plots 19A, 19C, 19D, 19E and 19F (the "**Additional Land**"). According to the CPO schedule, these areas of land total 2,400 square metres, which is a mere 0.3 per cent of the total area of the Order Land and is on the periphery of the Order Land.
- 2.2 CPO 1 was confirmed on 11 November 2021. Notice of its confirmation was published on 23 December 2021. The Council had committed in the Statement of Reasons accompanying CPO 1 that it would "*take possession of the entirety of the [CPO 1 Land] within 6 months*" of confirmation of CPO 1. About a year and a half has now passed and, as far as we are aware, the Council has not served any notice to treat or general vesting declaration under CPO 1.
- 2.3 Notwithstanding this, the Council has a further period of a year and eight months to implement CPO 1. The Council has again committed in its Statement of Reasons to "*take possession of the entirety of the Order Land within 6 months*" of confirmation of the Order. Paragraph 106 of the Guidance states that, when considering whether to confirm a compulsory purchase order, the Secretary of State should consider "*whether the purpose for which the acquiring authority is proposing to acquire the land could be achieved by any other means*".
- 2.4 In this case, in relation to the CPO 1 Land, there is an obvious alternative means of acquiring that land, given that CPO 1 will remain extant and capable of implementation in the period during which the Council has committed to take possession. The Council has failed to demonstrate why there is a need for any of the CPO 1 Land to be included in the Order nor that making a further compulsory purchase order is proportionate to any such need.
- 2.5 Paragraph 6.27 of the Statement of Reasons states that the Council has completed voluntary agreements with the landowners of both the Church Commissioners Land and the Pitts Land to allow comprehensive redevelopment of their land interests within the TSDL. Therefore, in respect of this land the Council already has the benefit of completed contractual agreements and existing compulsory purchase powers. For all of the remaining of the CPO 1 Land the Council already has the benefit of a confirmed compulsory purchase order.
- 2.6 Paragraphs 2, 3 and 17 of the Guidance refer to the requirement for an acquiring authority to provide evidence that meaningful attempts at negotiation have been pursued or at least genuinely attempted to acquire all of the land and rights included in the order by agreement. The Council has offered terms for the acquisition of the Additional Land that did not form part of the CPO 1 Land, and this is referred to below. However, on the basis that the Order includes all of the CPO 1 Land, the Council should have made proper and genuine attempts to acquire the CPO 1 Land by voluntary agreement. The last set of terms offered by the Council was offered on 25 August 2021, before the CPO 1 inquiry. Our Clients are willing to make their land available and are willing to accept an advanced payment based on the Council's estimate of compensation subject to the right to pursue a compensation claim. However, the Council now appears to be resiling from its previous estimate of compensation and the financial consideration it offered (see paragraph 2.13 below and the enclosed email dated 4 May 2023 sent by Matthew Bodley, our Clients' surveyor, to the Council's surveyor), demonstrating an unwillingness to negotiate genuinely.
- 2.7 It is assumed that the Council considered further negotiations regarding the acquisition of our Clients' land within the CPO 1 Land to be unnecessary on the basis that this land is

already included within a confirmed compulsory purchase order and therefore no attempts at private treaty negotiation were required before making the Order. This only goes to emphasise that the inclusion of the CPO 1 Land within the Order is not necessary for the Council to achieve its stated objectives.

- 2.8 Therefore, to the extent that the Order is required, this should only be in respect of the Additional Land (but see our Clients' objection regarding the Additional Land below).
- 2.9 Our Clients have no wish to reopen the arguments that were before the Inspector in the CPO 1 inquiry and simply maintain the position that compulsory acquisition of its land is unnecessary to enable development of our Clients' land to proceed as part of a freestanding phase of a comprehensive development. Our Clients accept that CPO 1 has been confirmed and will now seek to agree appropriate compensation with the Council or, if this is not possible, refer the question of compensation to the Upper Tribunal.
- 2.10 However, in relation to viability, the Council has not produced any evidence that the Scheme is viable. This is despite the significant changes in market conditions since CPO 1 was confirmed. The Council's Statement of Reasons only contains an opaque reference to external advice having been taken by the Council but no further information is provided. As emphasised in the recent inspector's decision not to confirm the London Borough of Barking and Dagenham Council (Vicarage Field and surrounding land) Compulsory Purchase Order 2021 (the "**Vicarage Field CPO**"), it is the acquiring authority's responsibility to provide substantive information as to the financial viability of a scheme. We assume therefore that further information is currently available and will be shared with our Clients and other parties by being published in the list of documents on the Council's CPO website. In the absence of this information being made available to our Clients, other parties and the Inspector, the Order should not be confirmed.
- 2.11 Paragraph 19 of the Guidance states, "*Compulsory purchase proposals inevitably lead to a period of uncertainty and anxiety for the owners and occupiers of the affected land.*" The same paragraph states that acquiring authorities should "[keep] any delay to a minimum by completing the statutory process as quickly as possible and [take] every care to ensure that the compulsory purchase order is made correctly". This point is also highlighted in the recent inspector's decision not to confirm the Vicarage Field CPO. The Council failed to take every care to ensure that CPO 1 included all of the land necessary for the Scheme. It has the option of correcting this through proportionate and targeted means, such as a private treaty acquisition (see below) or a compulsory purchase order in respect of the Additional Land only. Instead, it now seeks to compound the additional uncertainty and anxiety caused by its error by unnecessarily prolonging the period in which compulsory purchase powers loom over our Clients.
- 2.12 As such, to the extent that the Order is confirmed in relation to the CPO 1 Land, our Clients submit that CPO 1 should be revoked and the costs of our Clients objecting to CPO 1 should be fully reimbursed by the Council. The alternative option is for the Order to be amended so that it only includes the Additional Land (but see our Clients' objection regarding the Additional Land below).

### **Additional Land**

- 2.13 In respect of the Additional Land, our Clients own the freehold interest in plot 19E and have a right of access over plot 19D. Our Clients have been negotiating the voluntary sale of plot 19E to the Council for several months. In December 2022, the Council offered terms to our Clients for the acquisition of Plot 19E on the basis that the transfer would take place simultaneously with the vesting of our Clients' other land interests within the CPO 1 Land under CPO 1. Our Clients accepted these terms in principle in February 2023, including the financial consideration proposed by the Council, subject to contract and a number of additional terms seeking assurances on the timing of the acquisition, an assurance that our

Clients can continue to farm their land until this year's harvest in August 2023, the payment of an advance payment of 90 per cent of the Council's estimated compensation and the right to pursue a compensation claim. However, the Council now appears to be resiling from the terms it previously offered. Notwithstanding this, our Clients are continuing to engage with the Council. We enclose the latest email sent by Matthew Bodley, our Clients' surveyor, to the Council's surveyor, dated 4 May 2023, which sets out a chronology of recent negotiations. This demonstrates that our Clients are willing to sell plot 19E on a voluntary basis and that heads of terms are capable of being agreed. As such, there is no need for plot 19E to be included in the Order.

2.14 In respect of the rest of the Additional Land, although our Clients are not directly concerned with this land other than their right of access over plot 19D, we would make the following observations:

- (a) the Council's Statement of Reasons states that heads of terms have been agreed with National Highways to purchase plots 19C and 19D (as well as 19B, which was included in CPO 1) and that legal agreements are being negotiated. It appears therefore that this land will imminently be secured by way of private treaty. Within this context, it is unclear, and the Council has not demonstrated, why there is a need for this land to be included in the Order; and
- (b) plots 19A and 19F are highway land owned by National Highways. The Council's Statement of Reasons does not refer to any attempt by the Council to acquire this land by private treaty. The Council has not demonstrated that this land can be acquired through other means and without the use of compulsory purchase powers.

### 3. **SUMMARY GROUNDS OF OBJECTION**

Our Clients' grounds for objecting to the Order are detailed above and summarised as follows:

- (a) the Order is unnecessary;
- (b) the Order fails to comply with the Guidance and should not be confirmed by the Secretary of State;
- (c) the purpose of the Order could be achieved by other means – including amending the Order so that it only includes the Additional Land;
- (d) the Council has failed to demonstrate that the Scheme is viable and free from impediments;
- (e) the Council has failed to demonstrate that the purposes of the Order cannot be achieved by other means and without the use of compulsory purchase powers additional to those in CPO 1;
- (f) the Council has failed to demonstrate any attempts to acquire those parts of the Order Land which comprise the CPO 1 Land by agreement;
- (g) the Council has failed to demonstrate that there is a compelling case in the public interest for the Order and in particular that compulsory acquisition of the Additional Land would be a last resort; and
- (h) confirmation of the Order would amount to an unjustified and disproportionate interference with our Clients' rights under Article 1 of the First Protocol to the European Convention on Human Rights.

4. **RESERVATION OF RIGHTS**

Our Clients reserve the right to amend their grounds of objection as and when more information becomes available from the Council.

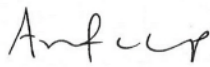
5. **OBJECTORS' CONTACT DETAILS**

Any enquiries regarding this objection should be addressed to this firm and marked for the attention of Trevor Goode ([trevor.goode@ashurst.com](mailto:trevor.goode@ashurst.com)).

Please acknowledge receipt of this objection.

We look forward to receiving details as to how the Secretary of State intends to consider this objection.

Yours faithfully



**Ashurst LLP**

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Copy to: Nicholas Bennett, Divisional Manager, Democratic Services, Chichester District Council

**APPENDIX 1**

**Email from Matthew Bodley of Matthew Bodley Consulting to Peter Roberts of DWD LLP dated 4 May 2023 referenced in the letter of objection from Ashurst LLP dated 5 May 2023**

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**From:** Matthew Bodley <Matthew@matthewbodleyconsulting.com>  
**Sent:** 04 May 2023 22:08  
**To:** Peter Roberts  
**Subject:** Bosham Ltd and Shopwyke Ltd, Land at Tangmere

Dear Peter

I refer to your email of 25 April 2023.

My clients overall objective is to effect the voluntary transfer of its land in a timely manner and remove the uncertainty which currently exists concerning if, and when, Council will exercise the powers to acquire the land included within the existing CPO. My client is also willing to agree to the voluntary transfer of the land which is referred to as the 'Additional Land'.

My client's position is quite simple:

1. It accepts that a CPO has been made and confirmed and that the Council has until November 2024 to vest/acquire the land.
2. My client has its own views about the value of its land which differ quite significantly from your views.
3. My client is willing to proceed with the voluntary transfer of its land on the basis of agreeing a transfer now and leaving the question of compensation to be determined by the Upper Tribunal, if compensation cannot be agreed.
4. My client is willing to accept an advanced payment in line with the provisions of section 52 of the Land Compensation Act 1973 which would be equivalent to 90% of the amount of compensation payable for the acquisition of all of its interests in the land included in the CPO and the Additional Land. You have previously provided me with your view of the value of my client's land – please see your email of 25 August 2021.
5. In order to enable the Council to be in a position to undertake a current valuation and assessment of compensation, my client is willing to provide the information which you have requested namely:
  - a. An unredacted copy of the Bloor Option Agreement
  - b. Copies of all leases granted in respect of the land
  - c. Legal documents relating to the access from the A27
6. In response to the information referenced in point 5 above, the unredacted copy of the Bloor Option Agreement will be sent to you under separate cover, there are no leases in place in respect of the land and you are already in possession of the legal documents relating to the access from the A27.
7. On the assumption that you have, or will soon have, all of the information requested, my client trusts that you and the Council's valuers, Batcheller Monkhouse, will have sufficient information in order to enable the parties to enter into an agreement for the voluntary transfer of my client's land and avoid the need for the use of compulsory purchase powers and, on this basis, the promotion of another CPO in respect of my client's land is clearly unnecessary.

**Detailed response to email of 25 April 2023**

I will, for the record, respond to the points raised in your email.



I'm perplexed by your interpretation of what you consider to constitute "open" and "without prejudice" correspondence.

Your email of 25 August 2021 was not marked without prejudice and did not form part of a without prejudice chain of correspondence. I am particularly unclear as to why you consider it to be without prejudice on the basis that the email was submitted by the Council to the inquiry into the first CPO as inquiry document "*ID/12 Open correspondence (MB, DWD and CPUK)*". The document is still available on the inquiry web page and I attach a link for your ease of reference - <https://www.chichester.gov.uk/tangmerestrategicdevelopment>. The email is clearly open.

Your letter of 16 December 2022 is also clearly open correspondence and it explicitly stated that you reserved the right to bring the letter to the attention of the Inspector as part of any future Inquiry proceedings in respect of the second CPO.

I can only assume that you now wish to distance yourself from statements made in the open email of 25 August 2021 and the open letter of 16 December 2022 by trying to retrospectively make them without prejudice. These were both clearly open and I will refer to them as such.

I am treating your email to me of 25 April 2023 as open correspondence on the basis that it is not marked without prejudice and does not form part of a chain of without prejudice correspondence. For the avoidance of doubt, your email of 25 April 2023 and this response are open correspondence and I reserve the right to submit them to the inquiry.

#### **Summary of Open Correspondence Regarding the "Additional Land"**

Rather than comment in detail on the content of your email of 25 April, I shall simply repeat the terms upon which my client is prepared to dispose of its interests by agreement. These terms have already been set out in previous emails but are repeated and expanded upon for clarity.

The majority of my client's land is included within CPO1 which has already been confirmed and is capable of implementation. My client had expected CPO1 to have been implemented by now based on various commitments made by the Council that it would vest the land within six months of confirmation of CPO1, but this has not yet occurred. Notwithstanding this, it is anticipated that the land within CPO1 will be acquired at some point.

I set out below a summary of the correspondence between us regarding the potential sale of my client's land that was omitted from CPO1, i.e. plot 19E of CPO2 (referred to in previous correspondence as the "Additional Land"). All of the correspondence referred to below was exchanged on an open basis and will, if necessary, be referred to at CPO inquiry.

Your open letter of 16 December 2022 sets out three options for the acquisition of the Additional Land. Options 1 and 2 were both similar and sought to link the acquisition of the Additional Land with the vesting of my client's interest in its adjoining land within the confirmed CPO (Plot 16 of CPO1). Option 1 was based on a voluntary transfer of the Additional Land to be immediately followed by a vesting of Plot 16, whereas Option 2 was on the basis the Council would vest Plot 16 and the Additional Land would transfer simultaneously on the vesting date for Plot 16. Accordingly, both Options 1 and 2 were slight variations on a private treaty agreement, whereas Option 3 related to the Council promoting a second CPO (which it has now done).

I responded to you on 22 December 2022 stating that my client had no desire to put the Council or Countryside to the trouble of making a second CPO and was, therefore, minded to go with one of the two options for a voluntary transfer but was keen to protect its position. Accordingly, my email requested confirmation of a number of points in order to assist my client's decision making process. One of these was confirmation of the likely timescales for the vesting of the land.

You responded on 5 January 2023 confirming your position on the points I had raised. On the matter of the timing of the vesting you said that you would need to discuss with your client and asked if my client had any particular preference. I responded on 20 January 2023 stating that my client's preference would be to progress with the vesting / transfer sooner rather than later and would like the transfer to occur within the next six months – i.e. GVD

to be executed within three months and the vesting and transfer to occur three months thereafter. I also explained that my client had a crop in the ground and that, ideally, my client would like to progress with the vesting as quickly as we can but with some sort of licence / tenancy at will to enable my client to continue to farm the land and harvest his crops during August, in order to mitigate loss. I also raised a query about the potential for my client to retain its Tangmere Corner plot in order that he could develop it himself in accordance with the masterplan. In my email I explained that my client had arranged a stakeholder meeting on 25 January at which it was intended to make a decision on which of the three options within your 16 December 2022 letter that my client intended to pursue. I requested that you provide a response to my queries by 24 January in order that my client could consider at its meeting the following day.

You responded the same day stating that my response regarding my client's preference as to timing and the proposed licence back arrangement was helpful but not confirming whether or not your client agreed to it. You also stated that you had asked your client the question regarding Tangmere Corner. I had, therefore, expected that I would hear from you again with confirmation of your client's position regarding the timing of vesting and the query regarding Tangmere Corner. You sent a further email on 23 January 2023 stating that you would not have a response regarding Tangmere Corner in advance of the stakeholder meeting, but did not say anything about the timing of vesting. I responded on the same date to your comment regarding Tangmere Corner. I also sought clarification of your client's position regarding timing of vesting. This was on the basis that, whilst your earlier email had noted my client's request regarding the timing of vesting you had not confirmed whether or not your client agreed to it. I asked when you would be in a position to respond on the point. You responded on the same day stating that you thought my proposal regarding the timing of the vesting and my proposal for enabling my client to take the harvest made sense, but that you did not have instructions.

In short, you simply failed to answer the question.

You then emailed me on 31 January 2023 asking whether I had anything to report following my client's meeting the previous week, but you did not comment on the Council's position regarding the timing of the vesting / transfer of my client's land nor my proposed licence back arrangement for the purposes of farming the land until August 2023.

On 23 February 2023 I emailed you to confirm that my client would like to proceed with a disposal of the Additional Land by agreement in accordance with the Option 2 offer within your letter of 16 December 2022. I stated that my client's acceptance of Option 2 was subject to six conditions, all of which were entirely reasonable. The six conditions and the reasons we requested them are set out below:

1. My client's acceptance of the offer was without prejudice to my client's position that it could have obtained planning permission for Plot 16 in the no scheme world and that it reserved its right to pursue a compensation claim on this basis. This was considered uncontentious, particularly given that you had already confirmed in your email of 5 January 2023 that you had no intention of seeking to undermine my client's ability to present evidence and arguments at the Upper Tribunal regarding the provision of access and construction rights.
2. All of my client's land, including Tangmere Corner, to be included in the vesting, which was to occur by end of June 2023. At the time of my email that would have been comfortably achievable as there were over four months until the end of June. This seemed to be entirely consistent with the Council's objectives as to timing on the basis that the Council had publicly committed to vesting all of the land within CPO1 within six months of confirmation. I note that the Council has made a similar commitment in the Statement of Reasons for CPO2.
3. Arrangements to be put in place to enable my client to continue to occupy the land under licence to enable them to take this summer's harvest (to have completed by the end of August 2023). We considered this to be fairly uncontentious, particularly given that your email of 23 January 2023 had said that you thought this proposal made sense.
4. An advance payment of compensation to be made on the vesting date, the amount of which is to be not less than 90% of £2,330,000. The request for an advance payment was to reflect my client's statutory entitlement. The figure of £2,330,000 was chosen as we thought it would be uncontentious on the basis

that it was your stated estimate of the market value of the land on a rule 2 basis as set out in your open email of 25 August 2021. We consider the compensation entitlement to be significantly in excess of this and will make our case for this in our full compensation claim and at the Upper Tribunal. However, for the purposes of reaching an agreement to enable the land to transfer, we thought it would be uncontentious to propose that your figure is adopted and we've been surprised that you now seem to be trying to distance yourself from what you previously said in open correspondence.

5. Payment of Basic Loss Payments. Again we felt this to be uncontentious on the basis that it reflects my client's statutory entitlement.
6. A contribution toward the reasonable professional fees that my client has incurred to date, to be payable on exchange of contracts. Again, this is entirely reasonable and uncontentious. We have not, as you have suggested, requested that the Council commit to providing a blank cheque. We have merely requested a contribution based on your assessment, and we have said that we will provide you with details of my client's fees subject to your acceptance of the principle.

I remain of the view that my client's proposed conditions for accepting Option 2 are entirely reasonable.

I didn't receive a response to the above email so I sent you a chaser on 14 March 2023 asking if you had yet discussed my email with your client and asking when I could expect to receive a response. You responded on the same day, but your email was marked "without prejudice". I don't know why you decided to respond on a without prejudice basis as your email did not seem to be a genuine attempt to settle the dispute. However, it is not appropriate for me to refer to the detail of your without prejudice email within this open correspondence, other than to say that your client has not accepted the proposal within my email of 23 February 2023, which was in fact an acceptance of the offer in your letter of 16 December 2022 subject to some fairly uncontentious conditions.

I sent a further email on 18 April 2023 making clear that the email was being sent on an open basis, clarifying the terms upon which my client was prepared to dispose of the Additional Land by agreement. This was effectively a repetition of the content of my email of 23 February 2023 but providing a more detailed explanation of the Advance Payment and the request for a contribution toward Professional Fees. My email also noted that my client's preference as to the timing of acquisition was no longer achievable due to the Council's inactivity in responding to my proposal and suggesting a revised timetable for the land to be vested / transferred by the end of August 2023.

My email also referred to the Bloor Option Agreement and stated that my client would be prepared to provide an unredacted copy of it subject to receiving some assurances from the Council on the likely timescales for acquisition as the option agreement expires in 2024 and my client wanted to know if disclosing it was relevant if the Council / Countryside's timetable is beyond 2024. It is noted that the Council has still not responded to the questions first raised in my email of 22 December 2022 regarding the timing of a private treaty agreement.

You responded to me by email dated 25 April 2023 but, needless to say, your email did not indicate any willingness to try and agree an acquisition of my client's land by agreement in accordance with the proposal in my email which was in itself based on the Option 2 offer in your letter of 16 December 2022.

I set out below further information which may assist the Council in considering my client's proposal.

#### **Bloor Option Agreement and other title queries**

My client has previously provided you with a redacted version of the Bloor Option Agreement. My client has now obtained agreement from Bloor to release an unredacted version of the Bloor Option Agreement and a copy will be sent to you under separate cover.

There are no leases or tenancies granted over any part of my client's land. The land is farmed "in hand" by my client.

Shore's Meadow, which comprises Plot 16 in CPO1, and Plots 17 and 19E in CPO2, has an unrestricted right of access from the A27 at all times with and without vehicles. This is on the basis that prior to the implementation of the A27 improvement scheme, my client's land abutted and therefore had direct access to the old A27 trunk road meaning

that the land benefitted from an unrestricted right of access at all times with and without vehicles. The land required for the A27 improvement scheme was acquired in the shadow of a CPO. The associated Side Roads Order replaced the severed right of access on a like for like basis. Accordingly, my client's existing right of access across the small parcel of non-highway land currently owned by NH is similarly unrestricted.

### **Advance Payment**

As stated above, we had thought this matter to be fairly uncontentious on the basis that we had proposed it be based on your openly stated estimate of compensation as set out in your email of 25 August 2021. However, given that you now seem to be trying to distance yourself from this, please advise what you consider to be the appropriate level of compensation upon which an advance payment should be based.

To be clear my client's position is that Shore's Meadow has an unrestricted right of access from the A27 suitable for the purposes of a comprehensive development of that part of the TSDL within my client's ownership. It also has the benefit of a second access to the A27 at the eastern corner of the site and a right of access into Tangmere Village via Malcolm Road. It does not have a direct access to Tangmere Road to the south, but it does not need one in order to bring forward a development of my client's land. The development of my client's land would not prejudice the delivery of the other parts of the TSDL.

### **Reasonable Professional Fees**

You seem to be of the view that my client's request for a contribution toward its reasonable professional fees is in some way unreasonable and that my client does not have any right to these. You have suggested that my client is requesting that the Council commits itself to a blank cheque. I don't know where you got this from. I have merely requested a contribution toward my client's reasonable fees. I have not sought to determine what the level of that should be. My client will be seeking full recovery of fees as part of the compensation claim in due course, but for the purposes of the advance payment we have requested that the Council make a contribution and have not sought to determine what that should be.

I have previously said that if your client agrees to the principle of an agreement on the terms proposed, I will provide details of the fees that my client has incurred, but there seems little point in me taking the time to do this until I have received some agreement in principle from the Council. I would add that your suggestion that the Council may be prepared to consider fees incurred since 16 December 2022 is simply insulting, unhelpful and contrary to the spirit of the Compensation Code as it should be obvious to you that my client has been incurring fees in connection with attempts to negotiate with the Council / Countryside for several years and is entitled to reimbursement of fees reasonably incurred.

I should be grateful if you would confirm whether your client is prepared to agree to an acquisition of the land included within CPO 1 and the Additional Land in accordance with the terms set out above with a suggested timescale for drafting and entering into an agreement.

I look forward to hearing from you.

Regards  
Matt

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