

**BOSHAM LIMITED, SHOPWYKE
LIMITED, CS EAST LIMITED AND CS
SOUTH LIMITED**

Chichester District Council (Tangmere)
Compulsory Purchase Order 2020

Summary Proof of Evidence of

Matthew Bodley

16 August 2021

Ref: PCU/CPOP/L3815/3264148

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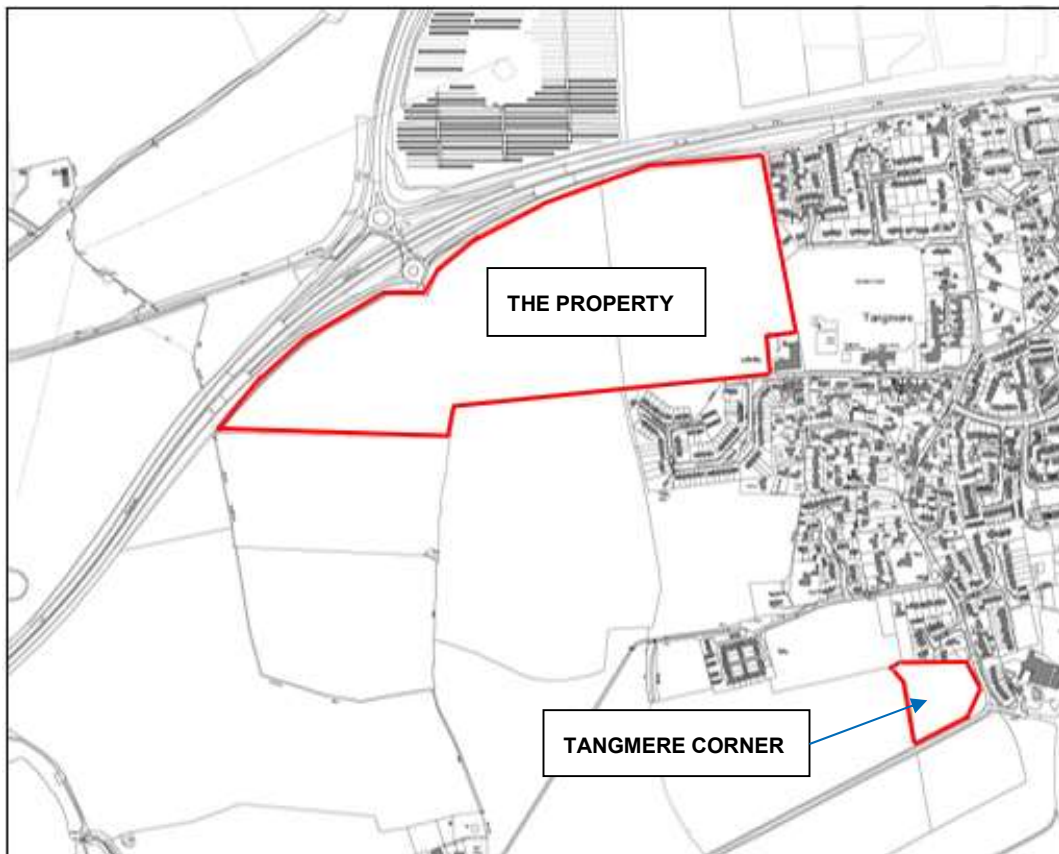
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1. INTRODUCTION

- 1.1 I, John Matthew Scott Bodley, have been a professional member of the Royal Institution of Chartered Surveyors since 1992 and am a member of its Valuer Registration Scheme.
- 1.2 I am instructed by Bosham Limited, Shopwyke Limited, CS East Limited and CS South Limited which are all companies controlled by the Heaver family (the “**Heavers**”). The Heavers own land at Tangmere which has been included in the Chichester District Council (Tangmere) Compulsory Purchase Order 2020 (the “**Order**”).
- 1.3 I was instructed in January 2021, with the primary purpose of advising the Heavers of their entitlement to compensation in the event that their interests were compulsorily acquired pursuant to the Order.

2. THE HEAVER LAND INCLUDED IN THE ORDER

- 2.1 The Heavers own properties included in the Order referred to as the “**Property**” and “**Tangmere Corner**” (together the “**Properties**”) as identified on the drawing below.



3. PLANNING POLICY FRAMEWORK AND CONTEXT

- 3.1 The Properties are included in the Tangmere Strategic Development Location (“**TSDL**”) which is allocated for housing-led development in adopted and emerging local planning policy.
- 3.2 The Heavers have taken independent planning advice from Quod which concludes that planning permission for a housing-led scheme could be achieved on the Property independent from the rest of the TSDL provided:
- (a) the development proposed is broadly aligned with the Masterplan supported by the Council’s Planning Committee in January 2020, or an alternative masterplan in accordance with policy;
 - (b) the proposals would deliver the infrastructure items identified for the Property by the Tangmere Neighbourhood Plan Concept Plan,;
 - (c) the proposal did not prejudice the delivery of the rest of the TSDL.
- 3.3 Such a proposal would be granted planning permission by an objective decision maker as it would accord with the development plan in line with section 38(6) of the Planning and Compulsory Purchase Act 2004. This case would be strengthened by the presumption in favour of sustainable development at paragraph 11 of the National Planning Policy Framework and the “*tilted balance*” in favour of significantly boosting housing supply, which would apply given the current absence of a five-year supply of deliverable housing.
- 3.4 There is no legal requirement for a development on the TSDL to be delivered by a single developer or in a single phase.
- 3.5 There would also be no legal requirement for the Heavers to deliver infrastructure beyond the land within their own ownership and control provided it accords with the site wide masterplan and does not prejudice delivery of the later phases. The Property has the advantage of being adjacent to the existing A27/A285 junction which Policy 18 of the Local Plan identifies as the primary access point to the TSDL. It is also within the Heavers’ power to deliver other infrastructure required for the delivery of the TSDL. The requirement for an East-West Corridor as an extension to Malcolm Road can be met on the Property, as can the Village Main Street and the commercial and community uses that would form part of it. The preferred location for the new primary school is also within the Property. The Heavers would also be willing to pay an appropriate financial contribution

towards the delivery of site wide infrastructure and to ensure that land is safeguarded for the provision of access and infrastructure on, under and over the Property – this could be secured by appropriate planning obligations.

- 3.6 My clients are able to meet all of the policy requirements for a development of the Property independent from the TSDL without causing any prejudice to the delivery of the rest of the TSDL and would be willing to safeguard and make land available within the Property for the delivery of the remainder of the TSDL development.

4. BACKGROUND

- 4.1 The Heavers are capable of and willing to make their land available for the purposes of delivering the Scheme (or an alternative scheme which would deliver the Council's policy objectives for the TSDL) without the need for the use of compulsory purchase powers. Indeed, they have entered into a contractual arrangement with Bloor Homes ("**Bloor**") which requires Bloor to use reasonable endeavours to promote a planning application at the Property.

- 4.2 My clients' position has consistently been that they are willing to proceed on any one of the following three bases:

- (a) promote their land and deliver development in line with the Council's policy requirements for the TSDL and offer appropriate undertakings to the Council to this effect; or
- (b) enter into a private treaty agreement to sell their land to the Council or the Developer on reasonable commercial terms that fairly reflect the "Compensation Code"; or
- (c) enter into a joint venture agreement with the Council and/or the Developer to facilitate development of their land in accordance with the Scheme.

- 4.3 The Order is, therefore, simply unnecessary.

- 4.4 The Heavers have entered into a Memorandum of Understanding ("**MOU**") with the other principal landowners within the TSDL. The fact that Countryside (the "**Developer**") appears to have agreed terms with the other principal landowners serves to reinforce my clients' view that compulsory acquisition is unnecessary.

- 4.5 Following its appointment in 2018, I understand that the Developer commenced negotiations with the Heavers. In my clients' opinion these negotiations have been unnecessarily protracted and the Developer has sought to use the threat of compulsory

purchase as a negotiating tool. My client raised its concerns with the Council about the conduct of negotiations, but it was apparent that the Council had no real interest in intervening and was content to leave matters to the Developer.

- 4.6 I have been provided with a copy of the most recent draft Heads of Terms issued by the Developer and it is clear that the terms offered fall short of the compensation that would be payable if the Property was compulsorily acquired, both in terms of the structure of the offer and the potential financial consideration. This is patently unfair and not in accordance with the requirements of the MHCLG Guidance.
- 4.7 On 28 October 2020 the Council made the Order.
- 4.8 I was instructed on 16 January 2021. On 30 July 2021 I emailed Heads of Terms to DWD setting out the terms upon which my clients would be prepared to dispose of their interests to the Council, reflecting the Compensation Code.
- 4.9 I have not yet received a substantive response to these Heads of Terms. My clients remain willing to negotiate with the Council and the Developer.

5. GROUNDS OF OBJECTION

- 5.1 My clients' main ground of objection are summarised below.

The Order is unnecessary

- 5.2 The Order is not necessary to achieve the Council's objectives. My clients have expressed a willingness and desire to achieve the redevelopment of the Property in accordance with the existing and emerging planning policies for the area.
- 5.3 Alternatively, my clients are willing to participate in a joint venture with the Council and/or the Developer to facilitate the development of their land and have made the Council and the Developer aware of their willingness to do so.
- 5.4 Similarly, they are prepared to dispose of the Property to the Council or the Developer at a fair price which reflects their entitlement to compensation.
- 5.5 My clients would like to retain Tangmere Corner to undertake the development of this land themselves. The Council and the Developer have already accepted the principle of this.

The Order fails to satisfy the statutory requirements of Section 226(1)(a) of the Town and Country Planning Act 1990

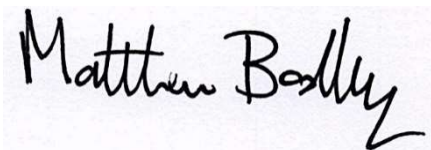
- 5.6 For the reasons stated above the acquisition of my clients' land is not necessary to facilitate development as they are willing to enter into alternative arrangements which would achieve this.
- 5.7 Furthermore, there is no guarantee that compulsory acquisition will facilitate the development of the Property or any other part of the Order Land. The responsibility for delivering the Scheme appears to rest entirely with the Developer, and not the Council. The Development Agreement ("DA") places no absolute obligation on the Developer to undertake development.

The Order fails to comply with the MHCLG Guidance on the use of compulsory purchase powers

- 5.8 In particular, the Council has not complied with the following parts of the Guidance:
- (a) attempts to acquire by private treaty;
 - (b) availability of funding within appropriate timescales;
 - (c) consideration of alternative means of achieving the purposes of the Order.

Conclusion

- 5.9 For the reasons stated above the Council has not demonstrated a compelling case in the public interest to justify the use of compulsory purchase powers in this case. Accordingly, the Order should not be confirmed against my clients' interests in the Properties.



Matthew Bodley

16 August 2021