THE TOWN AND COUNTRY PLANNING ACT

1990 AND

THE ACQUISITION OF LAND ACT 1981

CHICHESTER DISTRICT COUNCIL

(TANGMERE) COMPULSORY PURCHASE

ORDER 2020

STATEMENT OF EVIDENCE OF

PETER ROBERTS FRICS CENV

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1. Qualifications and experience

1.1 My name is Peter Roberts.

1.2 I am a Fellow of the Royal Institution of Chartered Surveyors, a Chartered Environmentalist and a RICS Registered Valuer. I am also a member of the Compulsory Purchase Association.

1.3 I joined the Valuation Office of the Inland Revenue in 1989 and qualified as a Chartered Surveyor in 1995 before joining Rapleys LLP in 2000 where I was appointed a partner in 2010. I joined Dalton Warner Davis LLP as a partner in January 2018. I have 32 years' experience dealing with contentious and complex property matters including compulsory purchase matters.

1.4 My current responsibilities include:

- Strategy and valuation advice in respect of compulsory purchase compensation, rights of light profit assessments, viability matters, covenant restrictions, section 18 (1) diminution, wayleaves, easements, overage and option agreements.
- Provision of Expert evidence in respect of diminution, negligence and valuation dispute issues, compulsory purchase proceedings and viability matters to the High Court, County Courts, Parliamentary Select Committee, Planning and CPO Public Inquiries, DCO examinations, adjudications, arbitrations and the Upper Tribunal.
- Formal “Red Book” valuation advice.
- Project management and agency advice in respect of land development opportunities.

1.5 I advise a wide range of clients including Crest Nicholson Plc, Countryside Properties, SSE plc, North Hertfordshire District Council, Huntingdonshire District Council, IJM Land Berhad, Network Rail, Wm Morrison Supermarkets plc, Applegreen plc, Rontec Limited, Redcar Bulk Terminal Limited, Matalan Ltd, Accor Hotels and Frontier Estates. I also provide advice to private individuals and am regularly instructed directly by solicitors.

1.6 I am appointed by the RICS and accept direct approaches on a continuing basis to act in the capacity of an Independent Expert valuer in respect of "non rent"

development and valuation disputes These typically comprise development disputes between developers and/or landowners.

1.7 I am also currently instructed to provide Expert evidence to the RICS in connection with Disciplinary Panel Hearing proceedings and investigations concerning RICS registered firms and members.

2. Introduction

2.1 I am instructed to provide expert witness evidence on behalf of the Council, and to provide advice to both it and Countryside.

2.2 My first involvement in this matter was in responding to an email from Mr Bodley dated 4 August 2021. At that point in time Mr Denning was on holiday but the Council and Countryside were keen not to lose momentum in their discussions with Mr Bodley's clients. I was therefore instructed to provide advice in respect of a response to Mr Bodley's email with particular regard to his stated desire to explore a compensation code approach.

2.3 Having taken instructions from both the Council and Countryside I responded to Mr Bodley by email on 10 August 2021 raising a number of queries as to his suggested Heads of Terms (i.e. the basis of a ransom argument) and requesting further information including, inter alia, a full unredacted copy of the Promotion and Option Agreement dated 21 December 2012 (2012 Option) between Mr and Mrs Heaver, Bloor Homes Limited and Bloor Holdings Limited in respect of Plot 16. I also confirmed the Council and Countryside's willingness to progress terms on a compensation basis.

2.4 Since that time, I have continued to engage with Mr Bodley in an effort to progress terms in exchange for his clients' withdrawal of their objections.

2.5 Mr Denning unfortunately become indisposed through illness on 3 September 2021 at which point it become clear that he would be unable to continue to present evidence to this Inquiry.

2.6 I have therefore been instructed to review Mr Denning's evidence and have been provided with access to all documents submitted to the Inquiry as at the date of this statement via the Council's dedicated webpage including the evidence submitted by

Mr Bodley on behalf of his clients.

2.7 For clarity, in preparing this statement I have been expressly instructed not to provide a document in the form of a 'rebuttal proof' which responds to Mr Bodley's proof of evidence. As such, my absence of comment in respect of Mr Bodley's evidence should not, therefore, be construed as agreement thereof. My comments regarding engagement with Mr Bodley relate solely to the email exchanges that have taken place between Mr Bodley and me.

2.8 In summary, my instructions are to provide my expert independent opinion as to whether the Council has fully discharged their requirements as set out in the Guidance on Compulsory purchase process and The Crichel Down Rules **(CD/9)** (the Guidance) with particular regard to paragraphs 2 and 3 thereof.

2.9 For clarity, my opinions and conclusions are solely my own and I am in no way beholden to the views expressed by Mr Denning. In this regard I would draw attention to the Statements of Truth set out at Section 6 below.

3. Updates to Mr Denning's Evidence

3.1 Mr Denning provided, at paragraph 5.10 to 5.15 of his evidence, a list of parties with whom Countryside was in advanced negotiations pending agreement. I am informed that, since then, agreement has been reached with the Church Commissioners for England, Pitts, Seaward Properties and Southern Gas Networks such that their objections have been withdrawn.

3.2 I am also informed that solicitors have been instructed to finalise agreements in respect of the interests held by Temple Bar Partnership LLP, Denton and Co Trustees Limited and Tangmere Medical Centre. These agreements also include the interests of Mr and Mrs Heaver insofar as they relate to these parties.

3.3 I understand that full completion is subject to a small number of remaining points which, following discussions with my instructing solicitor, appear to be capable of resolution such that it is anticipated that these objections will be withdrawn.

3.4 I therefore understand that the only likely remaining objections comprise those submitted on behalf of Bosham Limited, Shopwyke Limited, CS East Limited and

CS South Limited on whose behalf Mr Bodley has submitted a Proof of Evidence.

3.5 I have, for ease of reference, referred to these parties collectively as “the Heavers”.

4. Negotiations With Mr Bodley

4.1 As set out above, I have been involved in the negotiations with Mr Bodley since 4 August 2021. These negotiations have been by way of email exchanges and in each and every case I have taken clear instructions from both the Council and Countryside by way of conference call discussions and email advice before responding.

4.2 It is important to point out that Mr Bodley’s first contact was by way of letter to Countryside on 11 June 2021 and, prior to this, both the Council and Countryside understood that Mr Bodley’s clients were being represented by Mr Wilkins of Savills in respect of Plot 16 and Mr King of King and Co in respect of Tangmere Corner. Furthermore, detailed and substantive negotiations had taken place resulting in the drafting of the proposed Hybrid Option Agreement covering both Plot 16 and Tangmere Corner.

4.3 Ashurst had advised Davitt Jones Bould on the 8 December 2020 that the deal structure was agreed subject to a couple of points as mentioned in that letter and, as Mr Denning points out in his evidence, further adjustments were made in the Heads of Terms for the Hybrid Option Agreement to address these.

4.4 However, Mr Bodley advised on 11 June 2021 that the terms negotiated by Mr Wilkins understates, in his opinion, the true value of the Heavers’ freehold interests and that they would now prefer a full “compensation code” approach (his term).

4.5 Despite the fact that the terms previously offered do in my opinion represent ‘fair compensation’ I have been actively engaging with Mr Bodley in this regard. However I have been unable to agree terms with Mr Bodley. In my opinion the central reason for this is that Mr Bodley and/or his clients are seeking, as a condition of any agreement, a non-refundable minimum upfront payment that is unsupported, significantly in excess of their entitlement, and wholly unreasonable.

4.6 It also appears, from my email exchanges with Mr Bodley, that he has not properly understood the provisions of the terms previously agreed with the Heavers hence I

am unclear as to whether he has correctly compared the value to his clients of the Hybrid Option Agreement to what he describes as a “compensation code” approach.

4.7 The current position therefore is that two alternative offers have been made to the Heavers and both remain open for acceptance:

1. A Hybrid Option Agreement having regard to commercial terms that follow the same principles as those agreed with the Church Commissioner for England, the Pitts, Seaward Properties and Bloor Homes Limited; or
2. A full “compensation code” approach.

4.8 It should be stressed that the Council have been engaging with Mr Wilkins since at least early 2016 as evidence by his letter to Mr Frost dated 22 February 2016. During this time. Mr Wilkins advised Mr Leaver of Knight Frank in his email dated 18 January 2017 that he had negotiated the terms of the 2012 Option which applies to Plot 16 together with further land located to the northwest. This is consistent with the minutes of the meeting dated 2 November 2011 between the Tangmere Consortium and the Council as prepared by Driver Jonas Deloitte where it was recorded that Mr Wilkins was acting on behalf of the Heavers.

4.9 In this regard, I note that the Council were seeking advice from the HCA in August 2013 as to how they might overcome a dispute between the various landowners regarding a claim for a ransom position. On the basis that Mr Wilkins was clearly advising the Heavers at this point in time it would unlikely that he would have been ignorant of the ransom arguments.

4.10 In any event, it is very clear that Mr Wilkins was fully cogent of his clients’ ransom position argument as confirmed, inter alia, by his letter to Mr Frost of the Council dated 2 June 2016.

4.11 It would therefore be reasonable to assume that Mr Wilkins has, throughout his discussions and negotiations with the Council, Knight Frank and Countryside been able to draw upon intimate understanding and deep knowledge of all matters affecting Plot 16 including the terms of the 2012 Option and the ransom arguments and would therefore have only entertained terms that he considered fully maximised the value of that land taking into account his expertise in advising in respect of strategic land and development opportunities.

4.12 Mr Wilkins was also fully aware of the intention by the Council to seek compulsory purchase powers in the event that agreement was not possible as illustrated by his email exchange with Ms Flitcroft of the Council and Mr Leaver of Knight Frank dated 10 February 2017, and he would therefore have been able, in his advice to the Heavers, to weigh up the benefits of the proposed terms against a compensation code approach that took full account of the 2012 Option and the potential for ransom payment.

4.13 In any event, I am informed that Countryside emailed Mr Wilkins a copy of the CPO procedural flowchart and procedural documents titled "Compensation to Agricultural Landowners and Occupiers" and "Compulsory Purchase Procedure" on 29 September 2019 hence this, together with the progress in respect of bring the Order forward, would have further reinforced the point.

4.14 It is possible that Mr Wilkins may not have felt comfortable advising on the specific details of a "compensation code" approach. However, Savills have a well-established and respected compulsory purchase department hence I would have expected him to have taken internal advice or offered his colleagues' services to his clients. Furthermore, the Heavers instructed Ashurst who would have been well aware of the compensation code provisions and well positioned to advise accordingly.

4.15 It would therefore be entirely reasonable to expect that Mr Wilkins negotiated in full knowledge of the alternatives available to his clients and would therefore have approached negotiations on the basis of securing terms that were at least as favourable as the alternative option of relying on the compensation code.

4.16 It is therefore concerning that Mr Bodley now considers that the terms negotiated by Mr Wilkins in full knowledge of the ransom position, compulsory purchase discussions and first-hand knowledge of the 2012 Option Agreement, which were fully reviewed by Ashurst are less favourable that his clients' compensation entitlement.

4.17 Notwithstanding this point, I understand that the terms negotiated by Mr Wilkins followed the same principles as those agreed with the adjoining landowners. These landowners were advised by, inter alia, Mr Gillington of Gerald Eve who has extensive development and compulsory purchase experience.

4.18 It is important to be clear as to the terms on offer. In this context I am advised that, in simple terms, the Hybrid Option Agreement commits Countryside to servicing the entirety of the Heaver land including Tangmere Corner. Regardless as to whether the remaining terms of the agreement were implemented the position would be that Countryside would be committed to servicing the entirety of the Heavers' land. This is a point that Mr Bodley has yet to acknowledge in our email exchanges as his express understanding, which is incorrect, is that there is no obligation on Countryside to do anything at all.

4.19 Countryside and Bloor would then have the ability to acquire up to 100% of Plot 16 at 90% of Market Value. If they decided for whatever reason not to exercise their option the Heavers would be able to step in and develop the land themselves and thereby benefit from the servicing work provided by Countryside, or the land could be sold as serviced plots.

4.20 In any event, the Heavers would also be able to sell or develop Tangmere corner free from the burden of any option restrictions and, by doing so, benefit from the works carried out on that land by Countryside.

4.21 In effect, Countryside would take the role of lead developer in respect of servicing the entirety of the land, but the development of the serviced plots would be implemented by a variety of potential developers subject to mutual obligations not to hinder the implementation of the overall master plan development. This is an entirely normal approach and indeed one that is taken on large sites regardless as to whether compulsory purchase powers are invoked.

4.22 A simple illustration of this strategy would be the development of the former Associated British Foods processing plant at York to provide 1,100 residential units together with ancillary commercial provision across circa 110 acres.

4.23 My colleagues and I advised in respect of the securing of all the necessary planning permissions and the overall development strategy whereby the client implemented demolition, remediation and construction of the spine road together with the installation of services. It was then intended that the site would be split into phases for disposal to various different developers including Registered Providers subject to mutual obligations to deliver each part of the development in accordance with the wider masterplan.

4.24 The point was that the land needed to be under single overall control in order to provide the infrastructure and coordinate otherwise unconnected developments to make sure that no-one could impede implementation of the development as a whole.

4.25 In the present case I am advised that the worst-case scenario from the Heaver's perspective, if they were to accept the proposed Hybrid Option Agreement terms, would be that Countryside would service all of their land including Tangmere Corner as part of a comprehensive scheme and the Heavers could then develop or market their land with the benefit of these works if Countryside and/or Bloor decided not to exercise their acquisition option.

4.26 It is important to stress that Countryside took the lead in negotiating these terms with Mr Wilkins as this is a commercial developer led approach rather than a technical statutory valuation negotiation. As such, whilst Mr Denning was aware of the terms under discussion and was involved in client liaison discussions in the background it would not have been necessary or appropriate for him to become directly involved in the negotiations other than advising the Council and Countryside as to the overall strategy.

4.27 Had Mr Wilkins advised at any point that the Heavers preferred a pure "compensation code" approach or even that they required an offer for comparison purposes, Mr Denning would have then stepped in and taken over the discussions. This is precisely what has happened following Mr Bodley's intervention whereby all discussions regarding a compensation code approach have been led by Mr Denning or me.

4.28 In my opinion this is entirely appropriate, and I have taken the same approach on other development schemes where the developer has taken the lead subject to liaising with me as the compensation specialist.

4.29 In any event, the Heavers gave no indication that they wanted a 'straight' compensation offer until Mr Bodley wrote to Countryside on 11 June 2021 advising that he was instructed to negotiate on the basis of a compensation entitlement. He explained that this was because he believed that this would release a higher payment to his clients having reviewed the offer terms.

4.30 However, it has become apparent, based on my discussions with Countryside in

light of his comments as expressed to me, that, in reaching this conclusion, he may have misunderstood the terms of the Hybrid Option Agreement negotiated by Mr Wilkins. I am therefore unclear as to whether his conclusion that his clients would be better served by a compensation code approach is based on a correct understanding of both the drafting and the intention of the proposed terms.

4.31 Notwithstanding this point, Mr Bodley also advised Mr Denning that he considered that the proposed terms did not include any recognition of what he and his client consider to be a ransom position. In effect, he is suggesting that Mr Wilkins disregarded the question of ransom in progressing the terms and/or took inadequate account thereof.

4.32 A ransom position can only be taken into account in assessing compensation if it would have existed in the "no scheme" world. However, whilst I am aware that the Heavers have long argued for a ransom share of any development proceeds, I am unclear as to the basis upon which Mr Bodley considers this to be appropriate.

4.33 I have discussed this point with the Council as this is primarily dependent upon the prospect of development which, in turn, is dependent upon the granting of planning consent and I have set out the advice provided to me in this regard within my email responses to Mr Bodley.

4.34 In this regard I note from a review of the exchanges between the various landowners, that whilst generic headlines have previously been agreed between the various landowners as set out in the MOU for collaborative delivery of development, the fundamental issue as to how development value following site assembly should be split and shared with the Heavers appears to comprise a fundamental block on development coming forward in the absence of site assembly through the exercise of statutory powers.

4.35 In any event these are compensation and valuation arguments which I consider should be dealt with by the Upper Tribunal Lands Chamber.

4.36 Mr Bodley issued Heads of Terms on 30 July 2021 and stated in his covering email that they reflected his client's entitlement to compensation and upon acceptance thereof his clients would withdraw their objection.

4.37 In simple terms a ‘compensation code’ offer allows for compensation to be paid in respect of each plot and interest listed within the Order calculated in accordance with the relevant statutes and key principles having regard to Market Value in the “no scheme” world.

4.38 However, whilst Mr Bodley presented his Heads of Terms as being in accordance with the code his approach was fundamentally flawed and in breach of code principles. In particular, the key issues were:

- Mr Bodley was seeking a non-refundable Minimum Land Payment in respect of Plot 16 of £30,000,000 no part of which would be refundable if the Upper Tribunal Lands Chamber subsequently determined a reduced amount.
- Tangmere Corner would be excluded in its entirety from the CPO.
- Tangmere Corner would be retained by the Heavers.
- Countryside would fully service Tangmere Corner at their own cost subject to a Project Management Fee.

4.39 Mr Bodley explained that his Minimum Land Payment of £30,000,000 was based upon the Minimum Price as set out in the 2012 Option but, as I have pointed out to Mr Bodley this price would only be paid if Bloor secured planning permission for an implementable planning permission and considered that market values warranted exercising the option. In addition, this price reflects the acquisition of an unencumbered freehold interest whereas, in the compensation scenario, the value of the Heavers’ interests would have to take into account the burden of the 2012 Option.

4.40 In reality, Bloor had the benefit of the 2012 Option and should have implemented certain actions well before proceedings to make the Order were commenced. The fact that no action was taken suggests to me that there is at the very least a possibility that Bloor considered that there was a real risk of not being able to obtain an implementable planning consent. Alternatively, they could have considered that the Minimum Price was too high such that any scheme would be unviable.

4.41 In this regard, there is no minimum price in the Heads of Terms agreed with Bloor and payment will be based on a straight percentage of Market Value. Similarly, the Minimum Price that has now been agreed with the Church Commissioners and the Pitts is significantly lower than the Minimum Land Payment as set out in the 2012

Option.

4.42 In addition, as Mr Bodley should be aware, Mr Wilkins negotiated a Minimum Price within the Hybrid Option Agreement of £175,000 per Gross Acre despite the fact that he had agreed a significantly higher value within the 2012 Option. Unless I have misunderstood the position, this clearly demonstrates to me that Mr Wilkins is of the clear opinion that the Minimum Price as negotiated by him and as set out in the 2012 Option is no longer credible. It is therefore concerning that Mr Bodley would continue to rely upon the 2012 Option terms for valuation evidence.

4.43 In any event, I am also aware that the Minimum Price as set out in the 2012 Option Agreement is subject to adjustments pursuant to redacted provisions hence even if I was incorrect with these comments, I would still be unable to have any regard to a Minimum Price where I do not have full details of the 2012 Option terms.

4.44 It should also be pointed out that the 2012 Option is now nearly 9 years old such that, even if the Minimum Price carried weight as evidence of value it would be in the capacity of 2012 rather than 2021 values.

4.45 For clarity, I have requested a full unredacted copy of the 2012 Option Agreement but have only been provided with a heavily redacted copy subject to a Non-Disclosure Agreement. In this regard, I am unable comment further.

4.46 I took instructions from the Council and Countryside in light of Mr Bodley's email and responded on 25 August 2021 setting out my proposed Heads of Terms having regard to a strict application of the compensation code to the entirety of the Heaver land including Tangmere Corner. I adopted initial considerations for each plot and interest based on my current opinion of value in the "no scheme" world.

4.47 Mr Bodley responded on 1 September 2021 raising a number of points. The vast majority of these points are capable of clarification/resolution and are relatively minor.

4.48 However, whilst he advised that his clients would be prepared to accept a reduced non-refundable minimum upfront payment the amount proposed is still way beyond anything I could recommend to the Council and Countryside. In addition, no explanation or justification has been provided to support the price contended for hence I am unclear as to whether this is simply a non-calculated price that his clients

require on the basis of a commercial deal or his genuine opinion of value in accordance with the compensation code.

4.49 Notwithstanding the basis upon which his clients' offer has been calculated it is clear to me that he and/or his clients still have an unrealistically high expectation of non-refundable value that is not, in my mind justifiable. It therefore appears to me that, unless Mr Bodley and/or his clients drastically temper their expectations, there is limited expectation of this matter being resolved by agreement such that the Council would have to rely on the securing and exercise of compulsory purchase powers to take the required interests and allow the matter of compensation to be determined by the Upper Tribunal Lands Chamber.

4.50 It is important to stress that I have offered voluntary terms whereby the quantum of compensation can be referred to the Upper Tribunal Lands Chamber should Mr Bodley and/or his clients maintain their current view on value.

4.51 As such, regardless as to whether my terms are accepted or the Heavers rely on their ability to submit a claim following confirmation of the Order, they will still be able to recover full value if Mr Bodley's opinion of value is preferred to my own by the Tribunal. As such, the Heavers would not, by entering into my proposed terms, prejudice their ability to continue their valuation arguments and seek resolution of the question as to compensation code value.

4.52 In essence, my terms offer the opportunity for the Heavers to receive payment of the Acquiring Authority's assessment of compensation upon the terms becoming unconditional, whereas, in the absence of agreement, the Heavers would have to wait for the Order to run its course before they could request and receive 90% of the Acquiring Authority's assessment ahead of final settlement or determination by the Upper Tribunal Lands Chamber. Other than this distinction, both options should result in the same ultimate answer.

4.53 I am therefore content that I have offered, on the instructions of the Council and Countryside, terms that are fully in line with the compensation code save that the Heavers would, by entering into those terms, receive payment of compensation much sooner than if they relied solely on the exercise of compulsory purchase powers.

4.54 Mr Bodley's proposed terms in respect of Tangmere Corner are not in accordance

with the compensation code which envisages that these plots would be acquired in full and compensation paid that took full account of the Market Value, as defined by the compensation code for the relevant interest. As such a compensation code offer would assess the compensation to be paid in exchange for the compulsory acquisition of an interest and does not assume that the interest in question would remain with the owner and the acquiring authority be required to carry out works to the relevant land.

4.55 With regard to matters other than the quantum of the price to be paid and the proposed retention by the Heavers of Tangmere Corner I do not believe that Mr Bodley and I are in significant disagreement in respect of the broad compensation code principles.

4.56 I am instructed that the Council and Countryside are content to proceed on either the Hybrid Option Agreement basis or a straight compensation code basis. Both options are subject to third party mechanisms by which the differing opinions of value can be independently resolved.

4.57 Either way I am content that every effort has been made to agree terms with Mr Bodley and/or his clients and the lack of agreement is primarily, albeit not exclusively, due to significantly differing opinions as to the price to be paid in exchange for the objections being withdrawn.

5. <u>The Guidance</u>

5.1 I have reviewed the submissions made by/on behalf of the Council in light of the following provisions as set out within the Guidance and provide my conclusions in respect of those matters falling within my instructions as follows.

5.2 **Paragraph 2** of the Guidance provides that " *The confirming authority will expect the acquiring authority to demonstrate that they have taken reasonable steps to acquire all of the land and rights included in the Order by agreement."*

5.3 Furthermore paragraph 2 also states " *Compulsory purchase is intended as a last resort to secure the assembly of all the land needed for the implementation of projects. However, if an acquiring authority waits for negotiations to break down before starting the compulsory purchase process, valuable time will be lost."*

5.4 In my opinion Mr Denning, the Council, Countryside and I have taken all reasonable steps to acquire all the land and rights required over an extensive and sustained period and the Council, as supported by Knight Frank, DWD and Countryside have consistently engaged with the Heavers. In this regard there is more than ample evidence of detailed discussions and negotiations having taken place.

5.5 However, it is clear to me that there is limited prospect of agreement being reached with Mr Bodley's clients mostly due, in my opinion, to Mr Bodley and/or his clients maintaining wholly unrealistic expectations as to the payment required in exchange for their withdrawal.

5.6 I am also of the opinion, having reviewed Mr Denning's evidence and from my negotiations with Mr Bodley, that there is limited prospect of agreement being reached in a timely manner due to the magnitude of difference between us in respect of the market value of his clients' interests. I do not believe, therefore, that further delay would be likely to lead to a resolution.

5.7 At the end of the day, there are two offers on the table for acceptance by Mr Bodley's clients. It is for them to decide which they prefer but, either way, they will have the right to refer disputes to an independent party whichever route is chosen. As such, even if it was assumed that my opinion of value was incorrect, Mr Bodley's clients would be protected by virtue of being able to refer disputes for determination.

5.8 **Paragraph 3** of the Guidance is entitled "*What should acquiring authorities consider when offering financial compensation in advance of a compulsory purchase order?".* This sets out that public sector organisations should consider value for money and "*…make reasonable initial offers…"*

5.9 I am satisfied that the offers made to Mr Bodley and his clients strike the correct balance and offer a clear choice between a market led commercial return or compensation assessed by reference to established compensation code valuation principles.

5.10 I fully understand that Mr Bodley does not accept that my proposed initial payment on a compensation code basis is reasonable, but I respectfully disagree. However, as I have explained to Mr Bodley, if I am provided with an unredacted copy of the

2012 Option and/or additional justification and evidence is provided to me that leads me to conclude that my valuation conclusions should be amended I will take further instructions.

5.11 In any event, my proposals provide his clients with the ability to have the matter independently determined by the Upper Tribunal Lands Chamber hence the acceptance of my proposed terms would not be prejudicial to their entitlement.

5.12 Overall, I am of the opinion that the Council and Countrywide have fully discharged the requirement of paragraphs 2 and 3 of the Guidance.

6. Statements of Truth

6.1 In accordance with the requirements set out at PS 5.4 (P) (i) RICS Practice Statement and Guidance Notice entitled “Surveyors acting as expert witnesses 4th edition” and paragraph 3.3 of Practice Direction 35, I confirm that:

- I have made clear which facts and matters referred to in this report are within my own knowledge and which are not.
- Those that are within my own knowledge I confirm to be true.
- The opinions I have expressed represent my true and complete professional opinions on the matters to which they refer.
- I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

6.2 In accordance with the requirements set out at PS 5.4 (P) (ii) RICS Practice Statement and Guidance Notice entitled "Surveyors acting as expert witnesses 4th edition" I confirm as follows:

- I confirm that my report has drawn attention to all material facts which are relevant and have affected my professional opinion.
- I confirm that I understand and have complied with my duty to the Inquiry as an expert witness which overrides any duty to those instructing or paying me, that I have given my evidence impartially and objectively, and that I will continue to comply with that duty as required.

- I confirm that I am not instructed under any conditional or other success-based fee arrangement
- I confirm that I have no conflicts of interest.
- I confirm that I am aware of and have complied with the requirements of the rules, protocols, and directions of the Inquiry.
- I confirm that my report complies with the requirements of RICS – Royal Institution of Chartered Surveyors, as set down in the RICS practice statement Surveyors acting as expert witnesses'.

6.3 In accordance with rules 35.10 (1) and (2) of the Civil Procedure Rules I can confirm that I understand and have complied with my duty to the Inquiry and also confirm that I am aware of the requirements of CPR Part 35, the Practice Direction 35 and the Guidance for the Instruction of Experts in Civil Claims 2014.

PETER ROBERTS FRICS CENV
6 September 2021