



Agreement

relating to land near Church Lane, Tangmere, Chichester

- (1) Chichester District Council
- (2) Countryside Properties (UK) Limited
- (3) Saxon Meadow Tangmere Limited

Dated 7 December 2023

Osborne Clarke LLP

One London Wall
London
EC2Y 5EB
Telephone +44 20 7105 7000

AJA1096562O45730529.2EMO

This Agreement is made on

7 December

2023

Between

- (1) **Chichester District Council** of East Pallant House, Chichester PO19 1TY ("**CDC**");
- (2) **Countryside Properties (UK) Limited** (company number: 00614864) whose registered office is at Countryside House The Drive, Great Warley, Brentwood, Essex, CM13 3AT (the "**CPUK**"); and
- (3) **Saxon Meadow Tangmere Limited** (company number: 02102122) whose registered office is at Cawley Place, 15 Cawley Road, Chichester, West Sussex, PO19 1UZ (the "**SMTL**").

It is agreed as follows:

1. Definitions and interpretation

- 1.1 In this Agreement, unless the context otherwise requires, the following definitions shall apply:

"1990 Act" means the Town and Country Planning Act 1990.

"Access Land" means the land edged yellow on Plan 4.

"Agreement" means this agreement including any schedule or annexure and all documents supplemental or collateral to it;

"Conveyance" means the conveyance dated 26 October 1984.

"CPO1 Order" means the Chichester District Council (Tangmere) Compulsory Purchase Order 2020 confirmed on 11 November 2021.

"CPO2 Order" means the Chichester District Council (Tangmere) (No.2) Compulsory Purchase Order 2023 made by CDC on 30 March 2023.

"Compensation Code" means the body of statute and case law and the established practices for the assessment, payment and determination of compensation for compulsory acquisition of land and rights, including the Land Compensation Acts of 1961 and 1973, the Compulsory Purchase Act 1965, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004, the Planning Act 2008, the Housing and Planning Act 2016 and the Neighbourhood Planning Act 2017, in each case as amended from time to time.

"Crossover Plot" means plot 7 numbered as such on Plan 2 and plot 8 numbered as such on Plan 3.

"Crichel Down Rules" means the non-statutory arrangements relating to the disposal of surplus land acquired after or under the threat of compulsory acquisition as identified in the Department of Levelling Up, Housing & Communities "Guidance on Compulsory purchase process and The Crichel Down Rules" dated July 2019.

"Development" means the development of the Pitts Land and other adjoining land.

"Garden Land" means the land edged blue on Plan 5.

"Objection" means the undated objection submitted on behalf of SMTL by Keystone law against the Order.

"Pitts Land" means the land registered at the Land Registry under title number WSX345601 as set out in the official copy entries dated 21 September 2021 at 13:12:25.

"Plan" means the plans annexed to this Agreement at Annexure 1.

"Planning Agreement" means any agreement, obligation or undertaking entered into or to be entered into in conjunction with the grant of a planning permission pursuant to section 106 of the 1990 Act and/or section 299A of the 1990 Act and/or sections 111 and/or 120, of the Local Government Act 1972 and/or section 33, Local Government (Miscellaneous Provisions) Act 1982 and/or section 16, Greater London (General Powers) Act 1974 and/or any similar statute (whether or not affecting other land) and any variation to any such agreement, obligation or undertaking.

"Planning Application" means the planning application lodged with CDC as local planning authority under reference 20/02893/OUT

"Plot 8, 8A and 8B of CPO1" means the plots numbered as such on Plan 2.

"Plot 9, 9A and 9B of CPO2" means the plots numbered as such on Plan 3.

"SMTL Land" means the land shown edged red on Plan 1 registered at the Land Registry under title numbers WSX172343 and WSX407547.

"VAT" means value added tax or any equivalent tax or duty which may be imposed in substitution therefor or in addition thereto at the rate applicable from time to time; and

"Working Day" means a day (other than a Saturday, Sunday or public holiday) on which banks are usually open for business in England and Wales.

"Works Agreement" means:

- (a) any agreement that is made or to be made under one or more of:
 - (i) sections 38 and/or 278 of the Highways Act 1980;
 - (ii) section 104 of the Water Industry Act 1991;
 - (iii) the Gas Act 1980;
 - (iv) the Water Act 1989; or
 - (v) any statutory provision with a similar purpose to any of the foregoing;
- (b) any agreement with a local water authority, the Environment Agency, an Internal Drainage Board or other competent authority relating to water supply and/or drainage of foul and surface water and effluent;
- (c) any other agreement made or to be made with a competent authority or body relating to services or relating to access; and
- (d) any variation to any such agreement.

1.2 In this Agreement unless the context otherwise requires:

- (a) references to **"SMTL"** include SMTL's personal representatives, successors in title or permitted assigns to the SMTL Land;
- (b) references to **"CPO1"** include CPO1's personal representatives, successors in title, agents or permitted assigns to this agreement;

- (c) an obligation in this Agreement is deemed to include an obligation not to knowingly permit or suffer any infringement of that obligation;
- (d) save where the context otherwise requires all obligations given or undertaken by more than one person are given or undertaken jointly and severally;
- (e) the clause and paragraph headings are not to be taken into account in the interpretation of the provisions to which they refer;
- (f) unless otherwise stated references to clauses, annexures and schedules are references to the relevant clause, annexure or schedule to this Agreement;
- (g) words denoting the singular include the plural and vice versa, and words importing one gender include both genders;
- (h) references to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force, and references to a statute include statutory instruments and regulations made pursuant to it;
- (i) words importing persons include an individual, company, corporation, firm, partnership, unincorporated association or body of persons, and any state, or governmental or local agency of a state;
- (j) references in this Agreement to any specified provision of this Agreement are to that provision as in force for the time being and as amended from time to time;
- (k) the words and phrases "**other**", "**including**" and "**in particular**" shall not limit the generality of the words preceding or succeeding them or be construed as limiting the succeeding words to the same class as the preceding words; and
- (l) where a party covenants to do something, he shall be deemed to fulfil that obligation if he procures that it is done.

2. Access Land

- 2.1 In the event that the compulsory purchase powers contained within the CPO1 Order or the CPO2 Order are exercised over the Access Land by CDC, the Access Land will be transferred to SMTL as soon as reasonably practicable following such exercise subject to CDC first having complied with the Crichel Down rules and subject to clause 2.5.
- 2.2 In the event that the compulsory purchase powers contained within the CPO1 Order or the CPO2 Order are not exercised over the Crossover Plot by CDC but the Access Land is acquired by CPOK, the Access Land will be transferred to SMTL as soon as reasonably practicable following CPOK acquiring the Access Land subject to clause 2.5.
- 2.3 The form of transfer in respect of any transfer of the Access Land pursuant to clauses 2.1 or 2.2 above shall be agreed between the parties (acting reasonably).
- 2.4 In the event of either the compulsory purchase powers contained within the CPO1 Order or the CPO2 Order being exercised over the Access Land by CDC or the acquisition of the Access Land by CPOK, from the date of such exercise or acquisition SMTL will be granted rights of access to and egress from the SMTL Land or any part or parts thereof with or without vehicles rights in respect of the supply of services and utilities to and from the SMTL Land and rights equivalent to all existing rights set out in the Conveyance over under or through the Access Land until completion of the transfer pursuant to clause 2.1 or 2.2 above.
- 2.5 Where there are any requirements contained in a Planning Agreement to carry out works on the Access Land relating to the Development, SMTL accept that these will be carried out prior to the transfer of the Access Land provided that CPOK will not interfere with and shall ensure

that there is no interference with SMTL's existing access over or services under the Access Land or use of it and provided further that:

- (a) the Access Land shall only be used for the delivery and provision of a cycle pathway;
- (b) the cycle pathway over the Access Land shall connect to the tarmac surface of the existing access road at the point marked by the red dot marker on Plan 6 and be delivered to a specification:
 - (i) approved under the reserved matters approval in respect of dimensions, materials, edging and drainage and
 - (ii) that has been provided to SMTL 8 weeks prior to submission of the reserved matters application such that CPUK will take proper account of any reasonable response from SMTL prior to submission to the extent that it is acceptable to the local planning authority;
- (c) the tarmac surface of the access road shall not otherwise be altered to provide the cycle pathway unless required under the reserved matters approval;
- (d) the pond forming part of the Access Land will remain in existence at all times; and
- (e) the Access Land shall at no time be used for access of plant or machinery of any kind, other than those required for the delivery of the cycle pathway.

2.6 For the avoidance of doubt, SMTL shall continue to maintain the Access Land until transfer of the same takes place pursuant to clauses 2.1 or 2.2 above.

3. **Garden Land**

3.1 In the event that the compulsory purchase powers contained within the CPO1 Order or the CPO2 Order are exercised over the Garden Land by CDC, the Garden Land will be transferred to SMTL within 12 months of such exercise subject to CDC first having complied with the Crichel Down rules.

3.2 In the event that the compulsory purchase powers contained within the CPO1 Order or the CPO2 Order are not exercised over the Garden Land by CDC but the Garden Land is acquired by CPUK, the Garden Land will be transferred to SMTL within 12 months of CPUK acquiring the Garden Land.

3.3 The form of transfer in respect of any transfer of the Garden Land pursuant to clauses 3.1 or 3.2 above shall be agreed between the parties (acting reasonably).

3.4 In the event of either the compulsory purchase powers contained within the CPO1 Order or the CPO2 Order being exercised over the Garden Land by CDC or the acquisition of the Garden Land by CPUK, from the date of such exercise or acquisition SMTL will be granted rights enabling them to continue the use of the Garden Land as they have done to the date of this agreement until completion of the transfer pursuant to clauses 3.1 or 3.2 above.

3.5 SMTL agree to grant a right in favour of CPUK to drain into any existing surface water infrastructure located within the Garden Land provided that:

- (a) CPUK demonstrate that doing so will not overload the existing surface water infrastructure located within the Garden Land or lead to surface water flooding of the Garden Land; and
- (b) it is required as part of the planning permission for the Development and is in accordance with the surface water drainage strategy associated with the planning permission for the Development.

4. Crossover Plot

- 4.1 In the event that the compulsory purchase powers contained within the CPO1 Order or the CPO2 Order are exercised over the Crossover Plot by CDC, the Crossover Plot will be transferred to SMTL within 12 months of such exercise subject to CDC first having complied with the Crichel Down rules.
- 4.2 In the event that the compulsory purchase powers contained within the CPO1 Order or the CPO2 Order are not exercised over the Crossover Plot by CDC but the Crossover Plot is acquired by CPOK, the Crossover Plot will be transferred to SMTL within 12 months of CPOK acquiring the Crossover Plot.
- 4.3 The form of transfer in respect of any transfer of the Crossover Plot pursuant to clauses 4.1 or 4.2 above shall be agreed between the parties (acting reasonably).
- 4.4 In the event of either the compulsory purchase powers contained within the CPO1 Order or the CPO2 Order being exercised over the Crossover Plot by CDC or the acquisition of the Crossover Plot by CPOK, from the date of such exercise or acquisition SMTL will be permitted to continue the use of the Crossover Plot as they have done to date and granted rights over the Crossover Plot for the benefit of the SMTL Land until completion of the transfer pursuant to clauses 4.1 or 4.2 above equivalent to those set out in the First Schedule of the Conveyance which were granted for the benefit of the property then conveyed.

5. Plot 8, 8A and 8B of CPO1

CPOK and CDC covenant that in the event the compulsory purchase powers contained in the CPO1 Order are exercised, Plot 8, 8A and 8B of CPO1 shall not be acquired by compulsory purchase or otherwise.

6. Plot 9, 9A and 9B of CPO2

- 6.1 CDC shall request a modification of the CPO2 Order to remove Plot 9, 9A and 9B of CPO2 from the CPO2 Order.
- 6.2 In the event that CDC are unsuccessful with the request detailed at clause 6.1 above, CPOK and CDC covenant that in the event that the compulsory purchase powers contained in the CPO2 Order are exercised, Plot 9, 9A and 9B of CPO2 shall not be acquired by compulsory purchase or otherwise.

7. Objection and Costs

- 7.1 The Objection of SMTL shall be withdrawn on the date of this agreement by SMTL submitting an email (either from a Director of SMTL or on behalf of SMTL through its appointed legal advisors) to the Secretary of State for Levelling Up, Housing and Communities (pcu@levellingup.gov.uk) formally withdrawing SMTL's objections to the CPO2 Order copying in the Programme Officer (Chris Banks, bankssolutionsuk@gmail.com), the Council's solicitor (yohanna.weber@djblaw.co.uk) and Countryside's solicitor (john.webster@dwf.law).
- 7.2 SMTL agrees and covenants that SMTL shall not make raise or submit (or cause to be made raised or submitted on its behalf) any objection, representation or challenge in respect of the CPO1 Order, the CPO2 Order and/or any planning application (including the Planning Application) submitted by CPOK and/or CDC or any party on their behalf pursuant to the same unless it is in conflict with the terms of this Agreement.
- 7.3 SMTL agrees and covenants that SMTL shall use reasonable endeavours to procure that all leaseholders of the SMTL Land shall not make raise or submit (or cause to be made raised or submitted on their behalf) any objection, representation or challenge in respect of the CPO1 Order, the CPO2 Order and/or any planning application (including the Planning Application) submitted by CPOK and/or CDC or any party on their behalf pursuant to the same unless it is in conflict with the terms of this Agreement.

- 7.4 On the date of this Agreement CDC shall pay the sum of £67,500 plus VAT as a contribution towards SMTL's reasonable costs in connection with the Objection and in negotiating and completing this Agreement.

8. Permitted Development

- 8.1 SMTL agree that CPUK shall be entitled to reserve all such rights over the Access Land and the Crossover Plot as are required to deliver and maintain any obligation required under any Planning Agreement or planning permission for the Development.
- 8.2 SMTL will at the request and cost (not exceeding what is reasonable) of CDC and/or CPUK and in respect of which SMTL will have first received a Solicitors Undertaking in respect of such cost in a form acceptable to them (acting reasonably) enter into execute and return to CDC and/or CPUK any Planning Agreement or Works Agreement required by CDC and/or CPUK in connection with the Development as soon as practicable following service of such Planning Agreement or Works Agreement upon SMTL provided that CDC and/or CPUK shall first indemnify SMTL in respect of any costs and/or liabilities contained within such Planning Agreement or Works Agreement to the reasonable satisfaction of SMTL.

9. Title

SMTL accepts the title deduced to it before the date of this Agreement and will not raise any requisition on it (other than on any matter registered at the Land Registry after 21 September 2021 at 13:12:25 being the date and time of the official copy of the entries of the Pitts Title.

10. VAT

- 10.1 With the exception of any payment required to be made pursuant to clause 7.4 which shall be dealt with as stated in that clause all consideration under this Agreement shall be exclusive of VAT (if any). Where one party (the "**supplier**") makes or is deemed to make a supply to another party (the "**recipient**") for the purposes of VAT:

- (a) the recipient shall pay VAT in addition to the consideration (together with any penalty or interest chargeable on the supplier to the extent attributable to any act or omission by the recipient); and
- (b) the supplier shall issue to the recipient a VAT invoice.

- 10.2 If any VAT is found to have been overpaid the supplier shall repay such VAT and issue to the recipient a VAT credit note (where by law it is required to do so).

- 10.3 If VAT is demanded after the date of the supply, or if VAT is to be repaid, it shall be paid or repaid within 5 Working Days following the date of the demand. A demand shall be in writing and may be made at any time on or after the time of the supply but not later than the expiry of the time limit referred to in section 77(1)(a) VATA 1994 (Assessment: time limits and supplementary assessments).

11. Notices

- 11.1 Any notice given in connection with this Agreement:

- (a) shall be in writing and signed by or on behalf of the party giving it; and
- (b) may be left at, or sent by prepaid first class or registered or recorded post to the address in the United Kingdom or address for service in the United Kingdom of the relevant party as set out on page 1 of this Agreement or as otherwise notified in writing to the other party(ies) from time to time on at least 5 Working Days' notice or the relevant party's registered office in the United Kingdom or (if the relevant party does not have a registered office), at that party's last known place of business in the United Kingdom.

- 11.2 A notice is deemed to have been given on the second Working Day after posting, if posted.
- 11.3 If the deemed time of service is after 5pm, the notice is deemed given at 9am on the next Working Day.
- 11.4 Writing does not include email and notices given in connection with this Agreement shall not be given by email or any other electronic means.
- 11.5 This clause shall not apply to the service of any proceedings or to the service of any other documents in any legal action.

12. Severability

If a court or competent authority finds any provision of this Agreement to be illegal or unenforceable, that part shall be deemed not to form part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected.

13. Counterparts

This Agreement may be executed in any number of counterparts. Each executed counterpart shall be deemed to be an original of this Agreement and all counterparts shall together constitute one instrument.

14. Agreements and declarations

- 14.1 This Agreement shall continue in full force and effect after and notwithstanding completion of the transfers so far as any of the obligations of the parties remain to be observed and performed.
- 14.2 This Agreement sets out the entire agreement and understanding between the parties and supersedes all prior agreements, understandings or arrangements (whether oral or written) in respect of the subject matter of this Agreement.
- 14.3 Any obligation by either party in this Agreement to do something shall include an obligation to procure that it be done and any obligation of either party in this Agreement not to do or omit to do something includes an obligation not to knowingly permit or suffer that thing to be done or omitted.
- 14.4 Provided that there has been full compliance with the terms of this agreement by ^{CDC}~~CPC~~ and CPUK, and where the Crichel Down rules shall apply for the purposes of clauses 2.1, 3.1 and 4.1, then subject to the grant of rights to SMTL in fee simple equivalent to those set out in clauses 2.4, 3.4 and 4.4 it is agreed that SMTL shall not be entitled to be compensated under the Compensation Code in respect of any matter or claim under the CPO1 Order or CPO2 Order and SMTL accepts this agreement is in full and final settlement of all claims interests and rights whatsoever that they may have against CDC in respect of the SMTL Land, Access Land and Garden Land pursuant to CDC's exercise of the CPO1 Order or CPO 2 Order.

OC

15. Exclusion of third party rights

Unless expressly provided in this Agreement, no express term of this Agreement or any term implied under it is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

16. Governing law and jurisdiction

- 16.1 This Agreement and any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection with it, its subject matter or formation shall be governed by English law.

16.2 The parties irrevocably agree that the English courts shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with this Agreement, its subject matter or formation.

This Agreement has been executed as a deed and delivered by the parties hereto on the date written at the head of this Agreement.

**Executed as a deed by affixing the common seal of
Chichester District Council
In the presence of:**

EXECUTED AS A DEED BY

Michael Stirrop
.....(NAME)

AND

Martin Leach
.....(NAME)

PURSUANT TO A POWER OF ATTORNEY DATED

30 JUNE 2023 FOR AND ON

BEHALF OF COUNTRYSIDE PROPERTIES (UK) LIMITED


.....

SIGNATURE OF ATTORNEY AS ATTORNEY FOR COUNTRYSIDE PROPERTIES (UK) LIMITED


.....

SIGNATURE OF WITNESS

NAME: Sue Alsbury

ADDRESS: Building 7, Caldecotte Lake Drive MK7 8JU

OCCUPATION: PA to MD


.....

SIGNATURE OF ATTORNEY AS ATTORNEY FOR COUNTRYSIDE PROPERTIES (UK) LIMITED


.....

SIGNATURE OF WITNESS

NAME: Catherine Beasley

ADDRESS: 22 Froden Brook, Billericay, Essex CM11 2TW

OCCUPATION: PA to Managing Director

Executed as a deed by
Saxon Meadow Tangmere Limited
acting by a director

Signature of Director:

Director name:

in the presence of:

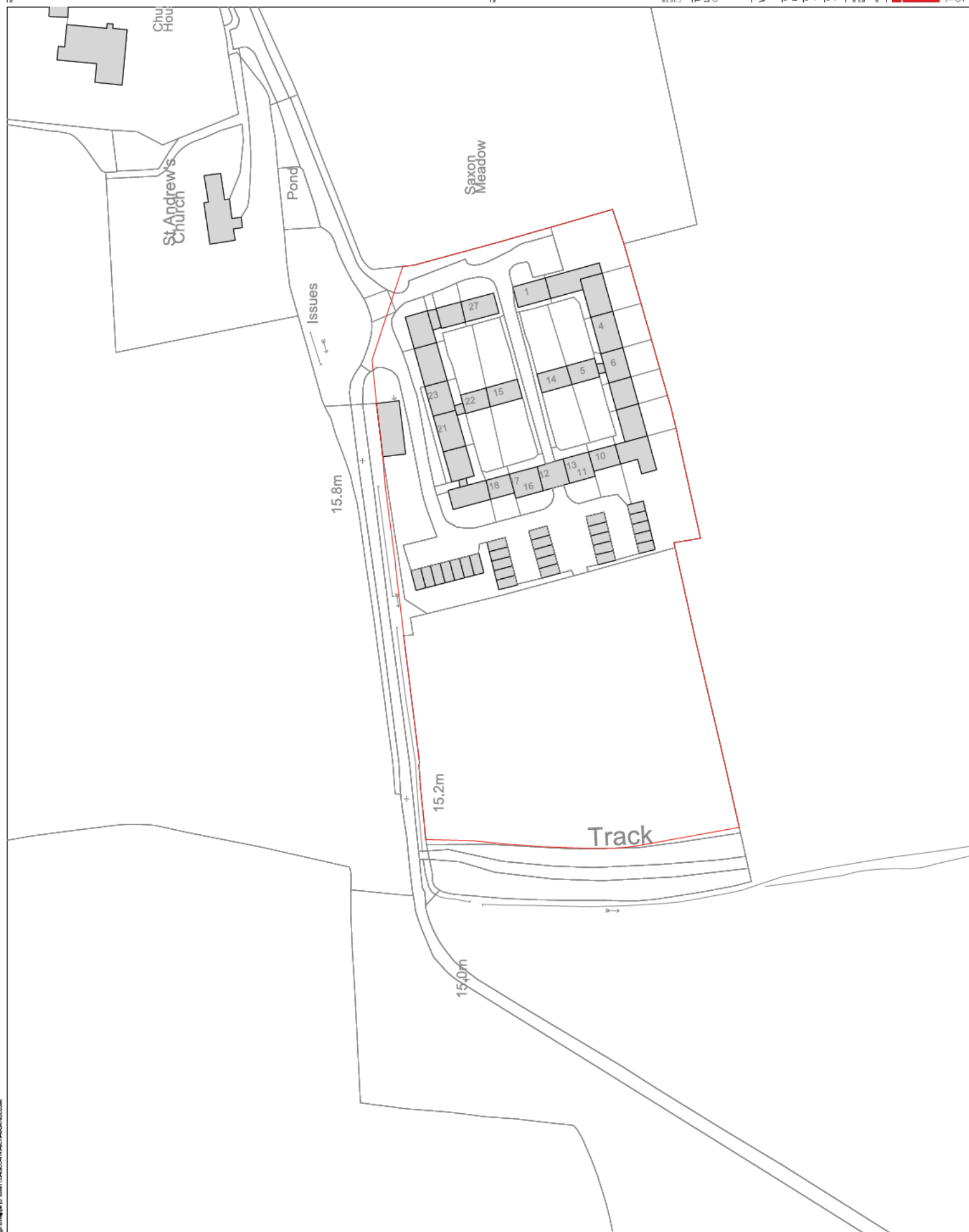
Signature of witness:

Witness name:

Witness address:

Witness occupation:

Annexure 1
Plans



Information based on Lured Registry's Briefing Notes (Algeria, published on 7 July 2022).
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Fangmere Strategic Development

Location
Countryside Properties (UK) Ltd

WSX172343 and WSX407547

STATUS:	Drawn by:	Created by:
DRAFT	SL	
Project Number:	Scale @ 1:1	Date:
1606 20	1:500	2023-05-31
Drawing Number:		Revision:
TOR-EG-028		

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INSET 2

SCALE 1:1000

INSET 1 SCALE 1:750

SCALE 1:750

INSET 4

SCALE 1:750

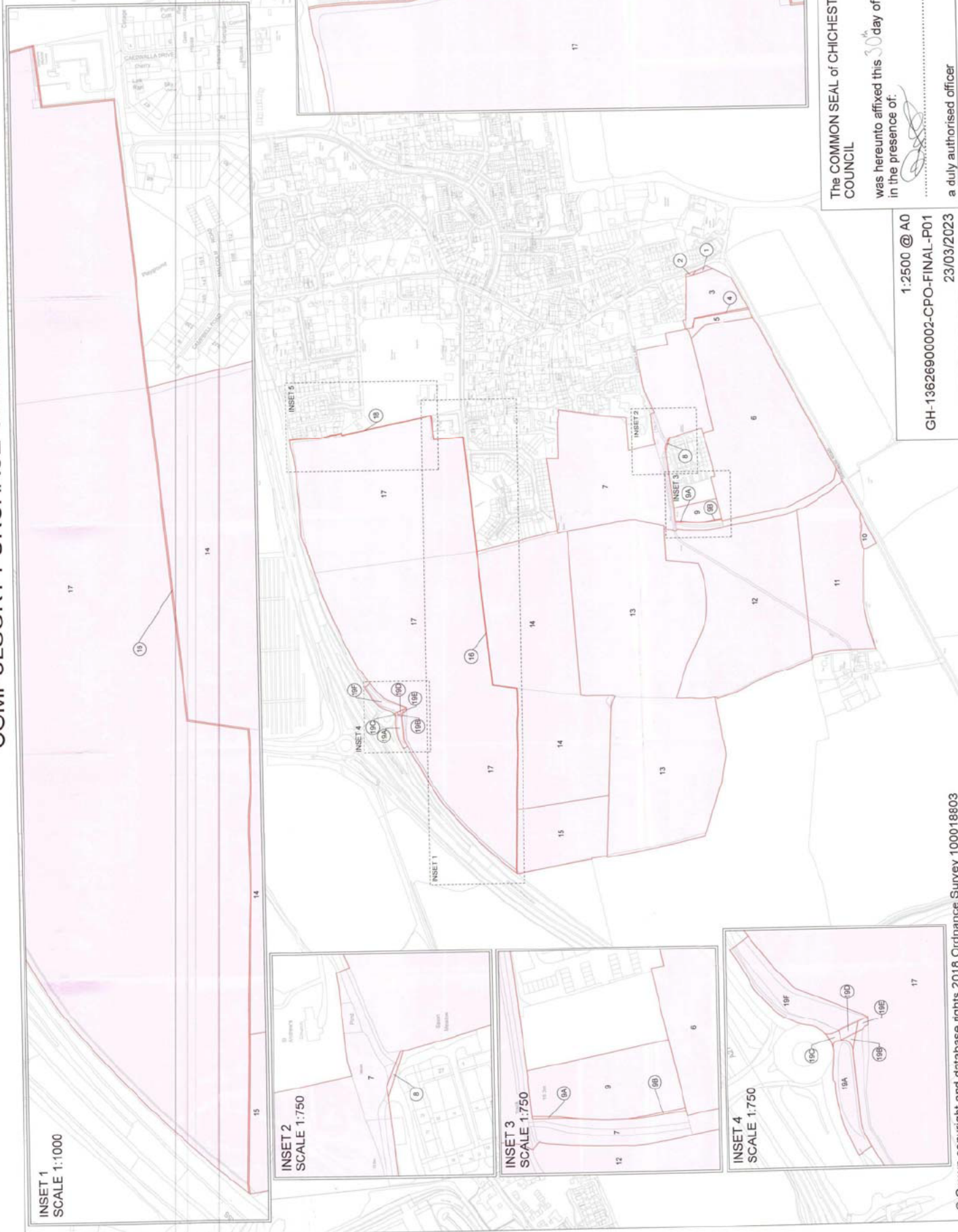
INSET 5 SCALE 1:750

SCALE 1:750

The COMMON SEAL of CHICHESTER DISTRICT
COUNCIL

was hereunto affixed this 28^d day of October 2020
in the presence of:

IN THE CHICHESTER DISTRICT COUNCIL (TANGMERE) (NO. 2)
MAP REFERRED TO IN THE CHICHESTER DISTRICT COUNCIL (TANGMERE) (NO. 2)
COMPULSORY PURCHASE ORDER 2023



The COMMON SEAL of CHICHESTER DISTRICT COUNCIL

was hereunto affixed this 30th day of March 2023
in the presence of:

[Signature]

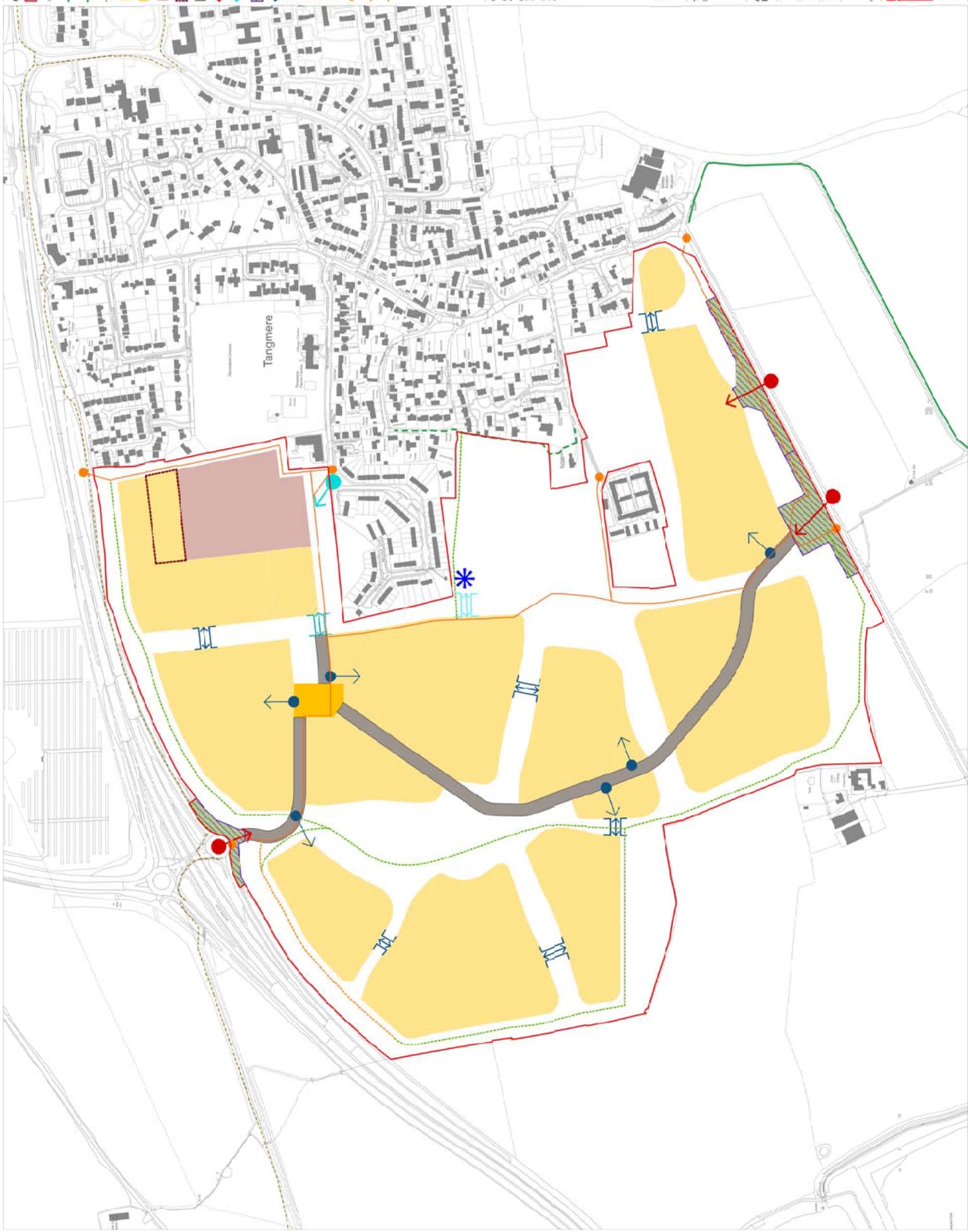
a duly authorised officer

1:2500 @ A0
GH-13626900002-CPO-FINAL-P01
23/03/2023

Title: DRAFT Project Number: 1806 20 Drawing Number: TOR-EG-029	Drawn by: SL Check by: [Signature] Date: 2022-05-31 Revision:
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NOTE:

For the Principal road intersection zone, a 25m deviation from the alignment indicated has been allowed for.

For the secondary street access and secondary street, local centre street and junction turning movements across green corridor, a 20m deviation from the alignment indicated has been allowed for.

Tangmore Strategic Development Location
 09/20/2018 11:46 AMAccess and Movement
Parameters Plan

Status	Created by	Checked by:
Project Number:	SI	TF
160620	Code@A: 1.2506	Date
03/2020		Revision
0		M

Please do not write on or cut or remove any labels on this form.



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