



Compulsory Purchase Order Decision

Inquiry held on 7, 8 and 9 September 2021

Site visits made on 17 August 2021 and 15 September 2021

by Peter Rose BA MRTPI DMS MCMi

an Inspector appointed by the Secretary of State

Decision date: 11 November 2021

Case Ref: PCU/CPOP/L3815/3264148

Chichester District Council (Tangmere) Compulsory Purchase Order 2020

- The Order was made under section 226(1)(a) of the Town and Country Planning Act 1990 (as amended), and the Acquisition of Land Act 1981, by Chichester District Council.
 - The purposes of the Order are to authorise Chichester District Council to purchase compulsorily land for the purpose of carrying out development of the Tangmere Strategic Development Location to deliver at least 1,000 homes and up to 1,300 homes, an expanded village centre, school, open space, community facilities, associated infrastructure and other associated works, and so contribute to the promotion and improvement of the economic, social and environmental well-being of the acquiring authority's area.
 - At the start of the Inquiry there were eight remaining statutory objectors, and there were two non-qualifying objections. These remained at the close.
 - The main grounds of objection are wide ranging and are as detailed below.
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Decision

1. The Chichester District Council (Tangmere) Compulsory Purchase Order 2020 is confirmed subject to the modification set out in paragraphs 5-7 below.

Preliminary matters

2. By letter dated 22 December 2020 the Secretary of State for Housing, Communities and Local Government resolved that the decision whether or not to confirm the Order should be delegated to an Inspector. I was duly appointed as the Inspector to examine the Order.
3. Chichester District Council (the Acquiring Authority) confirmed at the outset of the Inquiry that all necessary statutory formalities and publicity in relation to the Order and the Inquiry had been completed as required, and that no matters were outstanding.¹
4. The Inquiry had expected to hear evidence of objection on behalf of Bosham Limited, Shopwyke Limited, CS South Limited and CS East Limited. By letter dated 6 September, 2020, however, the objectors informed the Inquiry that, as they do not oppose the principle of the Scheme and as other key land-owners had withdrawn their objections, they did not consider it to be beneficial for anyone to appear. The objectors maintain their written objections to the Order (and including the previously submitted Statement of Evidence²). Mr Goode,

¹ As also subsequently confirmed in Davitt Jones Bould's letter of 6 September 2021 - ID/15

² Dated 16 August 2021 at Objector Evidence Document OE/1

solicitor to those and other associated objectors, attended the Inquiry as a non-participating observer, but did helpfully contribute to matters of clarification and in answer to Inspector questions.

Requested modification

5. The Authority has submitted a request to modify the Order by way of removal of land from Plot 8.³
6. This land is in the ownership of Saxon Meadow Tangmere Limited (SMTL), which is the property holding company for a residential development between Plots 5, 6 and 8 known as Saxon Meadow. The Acquiring Authority has agreed with SMTL that part of Plot 8 can be removed from the Order to accommodate an area of buffer space between the proposed Scheme and Saxon Meadow for use as an amenity area by the development's residents. The planning application for the Scheme has also been amended to remove this area. The previous objection to the Order by SMTL has been withdrawn on the basis that this modification would be sought by the Authority.
7. The modification relates to the removal of land from the Order and is not contentious. I am satisfied that no parties would be prejudiced by such variation. I now proceed to examine the Order on the terms as proposed to be modified.

The Order, Order Land and Scheme

8. The Chichester District Council (Tangmere) Compulsory Purchase Order 2020 (the Order) was executed by the Acquiring Authority as a deed dated 28 October 2020.
9. The Order Land comprises an area of approximately 76 hectares, located to the west of the village of Tangmere and south of the A27. The land is shown coloured pink on the Order Map. The Order Land is used predominately for agricultural purposes.
10. The Scheme involves development of the Tangmere Strategic Development Location (TSDL) as allocated in the Local Plan.⁴ The TSDL is proposed by Policy 18 to deliver a master-planned, mixed-use development inclusive of housing, a new village centre, community and education facilities, open space, and other green infrastructure.
11. In September 2018, the Authority selected Countryside Properties (UK) Limited (Countryside) as its development partner.
12. The Scheme has the benefit of a Council resolution to grant outline planning permission made in March 2021.⁵ All matters are to be reserved for approval with the exception of the principal arrangements for access.

Statutory provisions and accompanying guidance

13. The Order is made pursuant to section 226(1)(a) of the Town and Country Planning Act 1990 (as amended) (the 1990 Act). This provision enables a local authority to seek to acquire compulsorily any land in its area to facilitate the

³ The land requested to be removed is shown hatched blue on the plan at the Appendix to ID/18

⁴ Chichester Local Plan: Key Policies 2014-2029, adopted July 2015

⁵ Ref: TG/20/02893/OUT at CD/15

carrying out of development, re-development or improvement on, or in relation to, that land, and so contributing to the promotion or improvement of economic, social or environmental well-being.

14. Accompanying Government guidance is set out in 'Guidance on Compulsory Purchase Process and The Crichel Down Rules' MCHLG 2019 (the CPO guidance). It advises generally that acquiring authorities should use compulsory purchase powers where it is expedient to do so, but that an order should only be made where there is a compelling case in the public interest. Compulsory purchase should also be used as a last resort to secure the assembly of all the land needed for the implementation of projects.

The Objections

Summary

15. Objections remaining at the Inquiry were usefully grouped as follows:

- objections by Bosham Limited, Shopwyke Limited, CS South Limited and CS East Limited ('the Heaver Objectors'). These objections are subject to the specific Statement of Evidence at Objector Evidence Document OE/1. The Statement describes the objections as relating to Plots 15, 16, and 17 (which it also refers to as 'the Heaver Property'), and to 'Tangmere Corner' comprising Plots 2, 3, and 4;
- objections by Temple Bar Partnership LLP, Herbert and Shelagh Heaver, Denton and Co Trustees Limited, and by the Tangmere Medical Centre. These objections incorporate further interests held by the Heaver family and by others (and all collectively described as 'the Other Heaver Objectors'). They also relate to interests and associated matters involving Plots 2, 3, 4, 15, 16, and 17, including various rights of occupancy and access, and are subject to similar but separate written representations to those of the Heaver Objectors;
- two other non-statutory objections: by Mr Steve Murphy of 113 Cheshire Crescent; and by Mr Richard Bryant of Shady Oak, Old Bridge Road, Bosham.

Objections by Bosham Limited, Shopwyke Limited, CS South Limited and CS East Limited

16. The Heaver Objectors consider the Order is unnecessary and fails to comply with section 226(1)(a) of the 1990 Act and with the CPO Guidance.
17. The objectors maintain a willingness and desire to achieve redevelopment consistent with the Authority's aspirations for the TSDL.
18. The Heaver Property is subject to a promotion and option agreement with Bloor Homes Limited (the Bloor option) to develop the land. This is understood to relate to Plot 16 and runs until December 2024.⁶ There is also a Memorandum of Understanding (MoU) completed on 30 July 2020 between the Heavers and two of the other principal TSDL land-owners to facilitate development of a possible wider, policy-compliant scheme.⁷

⁶ See Mr Bodley's Statement at page 7

⁷ Appendix 5 to Authority's Statement of Case

19. The objectors consider the Bloor option and the MoU demonstrate their aspirations to bring forward an appropriate development, but contend those ambitions have been frustrated by the Authority's reluctance to enter into meaningful pre-application discussions, by the threat of compulsory acquisition, by the Council's appointment of its development partner, and by its making of the Order.
20. The Heavers have taken independent planning advice and those sources have indicated that permission would be forthcoming for a housing-led development of the Heaver Property independently of the Scheme but consistent with the underlying TSDL policy objectives.
21. The objectors seek to retain ownership of Tangmere Corner which they do not consider necessary to facilitate delivery of the wider Scheme, and wish to promote its housing development separately through their own company. They maintain their retention of Tangmere Corner has been accepted by the Authority and its development partner.
22. The Heavers are willing either: to promote their land and deliver development in line with the Authority's policy requirements for the TSDL and offer appropriate undertakings to the Council to this effect; or to enter into a private treaty negotiation to sell the Property on reasonable commercial terms; or to enter into a joint venture arrangement with the Authority and its partner to facilitate development of the Property in accordance with the Scheme.
23. The objectors have proposed alternative heads of terms to the Authority and would be willing to agree to the voluntary transfer of their land, subject to financial and other details.
24. The Heavers maintain inadequate attempts have been made to acquire their interest by agreement, and that the Order is premature given the absence of a programme. It is contended that the Authority's case fails to demonstrate the Scheme is viable and free from impediments. The Order is seen as an unjustified interference under Article 1 of the First Protocol to the European Convention on Human Rights (the ECHR).
25. The objectors also challenge various aspects of the detailed contractual arrangements between the Authority and Countryside as an effective and appropriate basis to deliver the Scheme. These include the role of, and the obligations upon, the development partner.

Objections by Temple Bar Partnership LLP, Herbert and Shelagh Heaver, and Denton and Co Trustees Limited

26. These objections relate to similar concerns as identified by the Heaver Objectors, and are inclusive of rights of access/passage.
27. The objectors are willing to withdraw their objections on appropriate terms but not until an agreement is entered into that ensures existing rights are preserved or re-granted.

Objections relating to Tangmere Medical Centre (and inclusive of representations from Dr Chishick)

28. These objections relate to interests in Plots 15, 16 and 17 and concern a need for existing access and related rights for passage of services and for boundary

maintenance to be secured. The objectors are willing to withdraw their opposition but, in order to do so, wish to be satisfied that they would be provided with appropriate preserved or replacement rights.

Objection by Mr Murphy, 113 Cheshire Crescent

29. This representation concerns implications for a gated rear access from the objector's property to surrounding fields and which Mr Murphy maintains has been in place since 1997. The adjacent land comprises Plot 6. There was no specific evidence before the Inquiry to substantiate any existing statutory rights of access.

Objection by Mr Bryant, Shady Oak, Old Bridge Road, Bosham

30. This objection is more general in nature and relates to the broader scale of development in and around Chichester and implications for local infrastructure.

Assessment of the Order and objections

31. The CPO guidance sets out the factors that the Secretary of State will generally take into account when deciding whether or not to confirm an Order made under s226(1)(a). These, and other relevant considerations identified, are assessed in turn below as they relate to the Order and to the objections raised.

Whether the purpose for which the land is being acquired fits in with the adopted Local Plan for the area or, where no such up-to-date Local Plan exists, with the draft Local Plan and the National Planning Policy Framework

32. The principles of Policy 18 of the Local Plan are similarly reflected by Policy 2 of the Neighbourhood Plan.⁸ This sets the Scheme within an all-encompassing 'One Village' vision for Tangmere. Commitment to the Scheme is to be rolled forward in Policy AL14 of the emerging Local Plan⁹ and which identifies residential-led development with potential for a minimum of 1,300 dwellings.
33. At the national level, the National Planning Policy Framework (the Framework) sets out the Government's objective of significantly boosting the supply of homes. It underlines the importance of a sufficient amount and variety of land coming forward where it is needed, and of how land with permission should be developed without unnecessary delay.
34. As of July 2020, the Authority was only able to demonstrate a five-year housing land supply (5YHLS) of 4.3 years. The TSDL is the second largest Strategic Development Location in the Local Plan, and the only such allocation in Tangmere. The original Local Plan allocation of 1,000 homes means the TSDL represented some 14% of the total housing need identified for the Local Plan area in the period 2012-2029 and some 31% of the total housing to be provided across all SDL's. The TSDL is undoubtedly a very significant opportunity to contribute to Chichester's needs consistent with national housing and planning policy.
35. More generally, the Scheme would contribute, through its various features, to a sustainable development of Tangmere characteristic of the Framework's overarching economic, social and environmental objectives.

⁸ Tangmere Neighbourhood Plan 2014-2029, made on 19 July 2016

⁹ Chichester Local Plan Review 2035 Preferred Approach - December 2018

36. In summary, the planning policy context is therefore highly supportive of the Scheme.

The extent to which the proposed purpose will contribute to the achievement of the promotion or improvement of the economic, social or environmental well-being of the area

37. The economic benefits of the Scheme would include investment in construction and related employment as it is developed. There would also be a subsequent legacy through an increase in local household expenditure and demand for services once completed and occupied, so contributing to the future viability and vitality of Tangmere village centre.
38. The social benefits would include delivery of significant and much-needed housing. The Scheme would involve up to 910 open-market homes, and up to 390 affordable dwellings. This would diversify housing tenures within Tangmere and contribute to a mixed, balanced and sustainable community. The Council does not consider the additional 300 dwellings over and above the existing Local Plan allocation to compromise any of the other policy requirements for the development and has resolved to grant permission to that effect. The Scheme therefore presents a further opportunity to contribute towards meeting local housing needs over and above the original Local Plan expectations.
39. Infrastructure associated with the residential development, including a new school, extensive open space, a community orchard and other community facilities, would all make a significant contribution to social well-being. Provision for allotments would also yield a further indirect benefit by advancing possibilities for expansion of the important adjacent Tangmere Military Aviation Museum.
40. The environmental benefits would include on-site habitat creation, sustainable drainage works, and delivery of modern, energy-efficient homes. The Scheme would occupy a relatively accessible location in-keeping with the Settlement Hub designation of the Local Plan, would reduce the need for residents to travel further afield for facilities and services and, insofar as this necessary, would provide the opportunity for improved pedestrian and cycle connections.
41. In summary, the Scheme would represent a major capital investment, providing homes, jobs and other facilities, would augment the local environment, and would generally enhance Tangmere's vibrancy, sustainability and sense of community.
42. The Order would thereby promote all three aspects of well-being set out in section 226(1)(a).
- Whether the purpose for which the acquiring authority is proposing to acquire the land could be achieved by any other means*
- i) Delivery
43. The TSDL is a long-standing statutory proposal but its delivery has failed to materialise.

44. The Second Supplemental Development Agreement dated 6 September 2021¹⁰ updates contractual arrangements between the Authority and Countryside for delivery of the Scheme. This includes a Revised CPO Phasing Strategy and sits alongside legal commitments by Countryside in the original Development Agreement dated 5 February 2019 to use its reasonable endeavours to deliver development within the specified timeframe. A clear strategic framework is now in place for land assembly and development as expected by the CPO guidance.
45. Whilst the arrangements are subject to various contractual caveats, the Council raises no concerns with the robustness or other details of those commitments, confirming they benefit both from the Authority's internal legal advice and from contributions by specialist external solicitors.
46. Countryside confirmed such terms are consistent with its successful development of other sites. It explained how it does not enter into such agreements lightly. The company only tenders to be considered for such developments once it has satisfied itself that it does have the necessary resources available to deliver its commitment.
47. The Authority and Countryside confirmed to the Inquiry that the latter could only depart from the specified timeframe with the Authority's consent.
48. Whilst there is a viability termination clause at paragraph 5(2)(c) of the original Agreement¹¹, paragraph 5.4 provides for a technical viability appraisal by Countryside to precede any such cessation of interest. This is also reinforced by a dispute clause at paragraph 15 of the Agreement which would allow the Council, should it so choose, to contest the position if Countryside were to claim the Scheme to be unviable.
49. That said, Countryside confirmed to the Inquiry that it has no intention of invoking such provisions. Further, its witness advised that not once in his 20 years with the company had Countryside not proceeded with a development to which it had so committed.
50. I also have no reason to accept that the Authority's continuing commitment to the Scheme is somehow driven by its potential liability to Countryside for any wasted costs should the Council now cease to promote the Order. The evidence is of an Authority genuinely motivated by the public benefits for Tangmere and the wider District which the Scheme is intended to realise.
51. Progress subsequent to the original Development Agreement is also testimony to the partnership's existing commitment to deliver. Aside from the Order, tangible headway includes a planning performance agreement, a masterplan, an outline planning application now processed and the subject of a formal resolution to grant, two further Supplemental Agreements, and purchase arrangements with other principal land-owning interests.
 - ii) Need for compulsory purchase
52. The purposes of the Order are not to seek piecemeal development of individual sites within the TSDL. There are no planning permissions for any such developments, and the proposition of possible separate development of either

¹⁰ ID/9

¹¹ See Appendix 6 of Authority's Statement of Case (and inclusive of the first Supplemental Development Agreement dated 3 April 2020)

- Tangmere Corner or of wider land has not been pursued by either application or subsequent appeal. There is also no formally substantiated nor tested planning evidence before the Inquiry that such permissions might be forthcoming, for example, as a consequence of any pre-application discussions. Indeed, the Council's planning witness, contrary to the independent advice cited by the Heaver Objectors, indicated that no such permissions would be forthcoming.
53. The contrasting assessments of prospects for independent development may also well contribute to respective differences in expected land valuations and so reinforce the on-going impasse in discussions between the parties.
 54. The MoU made commitments to various actions, and to such actions being taken promptly, but the Authority advised that nothing substantive had yet emerged. It would be incumbent upon all of the main land-owning interests to work together for any party to be able to develop and no evidence has been provided of significant progress to that effect. This record contrasts starkly with the tangible milestones achieved by the Authority and its development partner over the same period.
 55. The purposes of the Order relate to development of the TSDL as one entity. I have little reason to conclude that that, left to their own devices, the various land-owning interests are likely to deliver such development. Indeed, this appears to be the experience and evidence of the last decade.
 56. The Authority also rejects the contention that it has conceded there is no need for compulsory purchase powers to be confirmed in relation to Tangmere Corner.
 57. Rather, Countryside has offered to accept that the existing owners may retain ownership of that parcel but only on such terms consistent with strategic delivery of the TSDL. Any such arrangement would mean that Countryside services and supports development of Tangmere Corner through infrastructure and related provision. It could then be sold/be brought forward by the Heaver family as part of, and consistent with, the wider TSDL development and for which Countryside would retain overall discretion as the controlling developer.
 58. Countryside explained that any such agreement would also be dependent upon the objectors withdrawing their opposition to the Order so that it could be confirmed. This would enable the Authority to retain sanction through compulsory purchase powers over Tangmere Corner, and which could be exercised as a contingency should circumstances ever arise whereby the site's necessary contribution to the Scheme fails to progress as agreed.
 59. Whilst Tangmere Corner represents a relatively self-contained part of the SDL, its contribution as part of a comprehensive, co-ordinated and relatively complex strategic proposal has to be safeguarded. For that reason, I cannot support its exclusion from the Order.
 60. Denton and Co Trustees Limited also question why appropriate services could not be secured directly from the A27 rather than seeking to acquire rights over existing interests. No specific technical evidence was offered in this regard, and all relevant details of the Scheme have yet to be finalised. Even so, whether for access or for other purposes, I am not satisfied that all the land would not still be required at this time to realise the TSDL's progress and development

potential as a coherent whole. Services and associated rights would be provided as the Scheme progresses and in a manner consistent with details and delivery of the wider proposal.

61. Whilst the Heaver family are willing to sell their interests to the Authority, and detailed aspects of the structure of any future agreement remain to be resolved, the evidence suggests a key matter of difference is one of price, and including possible issues of the existence or otherwise of any ransom value. The evidence is of very significant differences and little suggestion of any imminent prospects for resolution. Although this is a factor relevant to prospects for voluntary sale, and therefore of likely progress or otherwise towards implementation in the absence of compulsory acquisition, matters of compensation are not in themselves for this Inquiry but would instead fall for consideration by the Upper Tribunal (Lands Chamber).

62. I also do not accept that the Authority's decision to make the Order should preclude or otherwise deter voluntary efforts to achieve agreement, and nor that it could have been a significant factor in explaining the absence of progress in the many years available for discussion prior to its making in 2020.

iii) Reasonable steps

63. Whilst the Authority's efforts to reach voluntary agreement have been led largely by Countryside since its appointment, the Council has remained involved and contributed through its controlling management arrangements.

64. Terms were offered to agents acting for the Heaver Objectors in November 2018. For the next two years and more, the parties' agents negotiated regarding details of a proposed hybrid option agreement and significant progress appears to have been made until April 2021. The objectors then acted upon other advice and concluded the Authority's offer to be unacceptable and undervalued their interests.

65. The Authority's subsequent response means two offers still remain available to the Heaver Objectors: a hybrid possibility as previously progressed; and a 'Code offer' as now preferred by the objectors' new agent. Heads of Terms were also issued to the Other Heaver Objectors in February/March 2021.

iv) Summary - the possibilities for other means

66. A planned and comprehensive arrangement is required to ensure certainty over delivery, to guarantee that infrastructure and housing would be delivered in a cohesive and co-ordinated manner and, critically, to maximise the public benefits from development of the TSDL as a whole. This is also formally recognised by Policy 7 of the Local Plan which requires development of the strategic locations to be planned through a comprehensive master-planning process. Similarly, Policy AL14 of the emerging Local Plan looks to the Scheme to be planned as an extension to Tangmere village and in a well-integrated manner.

67. Opportunities to progress alternative arrangements to compulsory purchase have been available for many years prior to making of the Order but the necessary outcomes have simply failed to materialise. In contrast, the now advanced arrangements in place between the Authority and Countryside provide a sound and effective basis for imminent Scheme delivery. Indeed, this

has already been demonstrated to date by the partnership's significant recent progress. There is no existing comparable alternative in play.

68. Although the Authority has not been able to reach voluntary agreement with the parties, it is not credible to suggest the Council has not taken reasonable steps to engage and to acquire the relevant outstanding interests by agreement.
69. I am satisfied that the purposes for which the Authority is proposing to acquire the land could not be achieved by any other means.

Financial viability and funding

70. The Authority's appointment of Countryside followed a competitive tendering process, and initially included 13 expressions of interest.
71. Countryside is a publicly quoted company of national repute. It has a proven track record of housing delivery, and this includes experience and proficiency of large-scale joint venture developments delivering varieties of tenure.
72. The Scheme would be funded from the company's working capital. In conjunction with external quantity surveyors, Countryside has prepared detailed costings for delivery of the Scheme in its entirety and these inform its approved internal budget for the project.
73. Both the Council and Countryside have acted upon viability advice from expert consultants. Both parties confirm the Scheme to be viable.¹²
74. I am satisfied that the Scheme is consistent with the expectations of the CPO guidance with particular regard to information relating to the sources and timing of funding. The evidence is of a very committed partnership drawing upon significant resources and expertise and now looking to a timely development.

Other impediments

75. The Inquiry received no convincing evidence of any planning or other impediments that would prevent or delay implementation of the Scheme as proposed.
76. Whilst there was an outstanding highways objection to the planning application from Highways England (now National Highways), subsequent discussions have resolved that concern and draft planning conditions have been prepared that would deliver the required monitoring and (if required) the necessary mitigation.¹³
77. The formal issue of planning permission in-keeping with the resolution to grant would follow any confirmation of the Order. Transfer of the land to Countryside would need to precede completion of the planning agreement and which, in turn, would then allow the Authority's resolution to grant permission to be formally effected.

¹² CD/14 - Tangmere Viability Assessment dated 31 January 2020 (Knight Frank), and update of 14 July 2020, and advice from Dalton Warner Davis

¹³ A copy of the Highways England response dated 15 August 2021 is attached at Appendix 1 to Ms Chivers' Statement

78. Countryside also confirmed to the Inquiry that it saw no significant adverse implications for implementation arising from the pandemic.¹⁴

Whether the correct power has been used

79. The CPO guidance advises that acquiring authorities should look to use the most specific power for the purpose in mind and should only use a general power if a specific authority is not available.

80. More particularly, it states that section 226 is intended to provide a positive tool to help acquiring authorities with planning powers to assemble land where this is necessary to implement proposals in their Local Plan or where strong planning justifications for the use of the power exist. It is expressed in wide terms and can therefore be used to assemble land for regeneration and other schemes where the range of activities or purposes proposed mean that no other single specific compulsory purchase power would apply.

81. I consider section 226(1)(a) to be appropriate and no evidence has been offered of any alternative provisions which could serve the Scheme in the manner required.

Human Rights

82. Section 6 of the Human Rights Act 1998 (the HRA) renders it unlawful for a public authority to act in a way which is incompatible with a right contained in the ECHR.

83. Article 1 of the First Protocol, as incorporated by the HRA, provides that every person is entitled to peaceful enjoyment of their possessions, including their property. Article 1 requires that no one shall be deprived of their possessions except in the public interest and subject to conditions provided by law.

84. The Authority's Equality Impact Assessment and COVID-19 addendum, its Statement of Compliance with the Public Sector Equality Duty, its Statement of Reasons, and its Statement of Case, all demonstrate that the Council has properly considered the rights and relevant interests of parties affected by the Order and has acted accordingly.

85. Given the public benefits identified, I conclude that interference with the rights under Article 1 of the First Protocol is necessary and would be justified. The Order has been made in accordance with the law using powers afforded by the 1990 Act and the Acquisition of Land Act 1981, and due process is inclusive of entitlement to compensation.

86. Article 6 is also engaged and relates to the right to a fair trial. The Order followed the required statutory procedures in terms of publicity and opportunities for interested parties to engage, and the Inquiry has provided a fair and public hearing by an independent and impartial tribunal to consider outstanding representations.

87. The Order therefore strikes a fair and proportionate balance between protection of private rights and pursuit of the wider public interest.

¹⁴ In answer to Inspector's question

Public Sector Equality Duty

88. I have had regard to the Public Sector Equality Duty under section 149 of the Equality Act 2010 (the EA). I am satisfied that its requirements have been addressed by the Authority in its preparations for, and making of, the Order. The Authority has commissioned external consultants to advise on compliance with its duties, and is implementing relevant recommendations and actions.¹⁵
89. I have no reason to conclude that the Order would result in any discrimination, harassment, victimisation or such other conduct as prohibited by the EA, or that it would incur an overall negative consequence for any person with a protected characteristic.

Summary assessment of objections

The Heaver Objectors (relating to the Heaver Property, and Tangmere Corner)

90. For the reasons set out in the above assessment, I conclude the objections raised do not provide a basis to withhold confirmation of the Order.

The Other Heaver Objectors (insofar as objections relate to similar concerns as cited by the Heaver Objectors)

91. I similarly conclude no basis to withhold confirmation of the Order.

Implications for Tangmere Medical Centre and other rights of access

92. Whilst the Centre and others would lose existing rights over parts of the Order land, the Acquiring Authority remains committed to re-grant the same entitlements which they now enjoy. Such an offer was made in the form of a suggested agreement provided on 25 August 2021. The Authority has also made further commitment through a subsequent deed dated 8 September. The Authority has bound itself to continue to offer to re-grant those rights even after any confirmation of the Order.
93. The objectors remain concerned by the absence of specific details in relation to such matters as timescale, process and procedure for negotiations, and I note their suggestion of alternative terms.¹⁶
94. I am satisfied by the Authority's willingness and commitment, as expressed through its undertakings, to re-grant existing rights. An in-principle legal commitment can only go so far at this point. The Authority's commitment is clear and it would be for the parties to consider how to take details forward.
95. Further, given the undoubted importance of medical services to the future operation and success of the new sustainable community which the TSDL is intended to become, I find no reason to question or doubt the integrity of the Authority's commitment to reinstatement.
96. I note the Authority's commitment to re-grant relates not just to the Medical Centre, but also to interests held by the Other Heaver Objectors.¹⁷
97. There is no reason to oppose the Order on this basis.

¹⁵ The Equality Impact Assessment's Action Plan refers - CD/13

¹⁶ As recorded at ID/22 and ID/25

¹⁷ See Authority's closing submissions at paragraphs 73 and 74 and the terms of ID/22

Objection by Mr Murphy, 113 Cheshire Crescent

98. The Authority sought to contact Mr Murphy in March 2021 to explain how the Scheme envisaged development of the adjacent land as a principal area of public open space, including playing pitches and an associated sports pavilion.
99. This aspect of the Scheme would include new boundary treatments for reasons of safety, security and visual amenity, as well as significant new landscaping.¹⁸ To secure those ends, the Scheme would discontinue private entrances and accesses.
100. No further evidence was submitted to the Inquiry in support of the objection, and there is no substantiated contention that rights of access have been secured by any legal agreement or have otherwise formally accrued.
101. I accept the Scheme's need for secure and coherent boundary treatments and conclude there is no reason not to confirm the Order in that regard.
102. Even if any formal rights were subsequently to be demonstrated, the possibilities to seek compensation on those terms would remain.¹⁹ Such status would not in itself, however, offset the intrinsic merits of the case to discontinue.

Objection by Mr Bryant, Shady Oak, Old Bridge Road, Bosham

103. Mr Bryant is not a statutory objector, has no direct property interest in the Order itself, and opposition is not expressed in those terms. Whilst an invitation was made by the Authority to meet to discuss his concerns, the matters raised more generally relate to wider strategic issues of development within the District. These appear more relevant to the Council's development plan. In any event, the Scheme is consistent with the development plan and has the benefit of a resolution to grant planning permission.
104. I conclude there is no reason to oppose the Order on this basis.

Overall summary

105. My decision whether or not to confirm the Order is to be made with reference to the statutory provisions of section 226(1)(a) of the 1990 Act, and read in conjunction with the CPO guidance.
106. The Authority has sought to encourage delivery of comprehensive development of the TSDL by existing owners for many years but no real prospects of imminent development are evident. Development has commenced on all the other allocated SDL's and, by virtue of its proposed contribution, absence of progress at Tangmere continues to impose a high opportunity cost, both for the village and for the wider strategic needs of the District.
107. The Scheme appears viable, there are no other impediments beyond the remaining land assembly, and the developer has the resources, experience and expertise to deliver. The Inquiry was presented with no reasonable basis to conclude that any alternative proposals might represent a realistic and imminent prospect of realising those same clear ambitions of the development

¹⁸ The Framework Masterplan at ID/21 and ID/21A refers

¹⁹ See Authority's closing submissions at paragraph 69

plan and so delivering the benefits arising. The purposes of the Order could not be achieved in the absence of compulsory purchase action. It is clear that the Authority has opted to use its powers only as a necessary last resort to address the outstanding acquisitions and that section 226(1)(a) is appropriate.

108. The various outstanding detailed matters, including important issues of access for the Medical Centre and others, are capable of resolution by the parties through the measures now in place.

109. For the reasons set out above, I am satisfied that acquisition of all the Order Land and rights, excepting the proposed modified element of Plot 8, is required to facilitate the carrying out of development, redevelopment and improvement works comprised within the Scheme, and that compulsory acquisition will thereby secure improvement to the economic, social and environmental well-being of Tangmere and its surrounding area. I consider that the overall scale of public benefits arising from the Scheme would far outweigh the loss of any remaining private interests, and that no violation of the HRA or breach of the EA would be incurred.

110. In summary, there is a compelling case in the public interest for the use of compulsory purchase powers and such action is expedient.

Conclusion

111. Accordingly, I conclude that the Order should be confirmed subject to the modification as detailed in ID/18.

Peter Rose

INSPECTOR

The Authority's attention is drawn to the requirements under section 15 of the Acquisition of Land Act 1981, as amended, relating to the publication and service of notices now that the Order has been confirmed. The Authority is requested to inform the Planning Inspectorate and the Secretary of State of the date on which notice of the confirmation of the Order is first published in the press.

APPEARANCES

For the Authority:

Alexander Booth of Queen's Counsel,
instructed by Davitt Jones Bould on behalf of Chichester District Council
He called:

Andrew Frost - Director of Planning and Environment,
Chichester District Council

Martin Leach - Managing Director Strategic Land,
Countryside Properties (UK) Limited

Hannah Chivers - Principal Planning Policy Officer,
Chichester District Council

Peter Roberts - Partner, Dalton Warner Davis LLP

For the objectors:

Trevor Goode, Partner, Ashurst LLP, provided an update at the opening of the Inquiry regarding the status of a number of his clients' objections as they related to the event²⁰, and subsequently clarified particular factual and procedural matters in response to Inspector questions

²⁰ These related to both the Heaver Objectors and to the Other Heaver Objectors

INQUIRY DOCUMENTS

Reference	Title
ID/1	Pre-CMC note
ID/2	Public notice of Inquiry
ID/3	Notice of Inquiry date
ID/4	CMC summary note
ID/5	Appendix 1 to Statement of Evidence of Andrew Frost
ID/6	Tangmere Sponsor Board minutes
ID/7	Tangmere Steering Group minutes
ID/8	Inquiry working programme
ID/9	Second Supplemental Agreement dated 6 September 2021
ID/10	Status of objections - 6 September 2021
ID/10A	Status of objections - 6 September 2021 with objector comments
ID/11	Bundle of documents 75, 76, 77, 78, 79, 81, 82, 85 and 86 referred to in Appendix AF1
ID/12	Open correspondence between Matthew Bodley, Countryside, and Dalton Warner Davis
ID/13	Opening submissions of the Acquiring Authority
ID/14	List of appearances on behalf of the Acquiring Authority
ID/15	Compliance letter dated 6 September 2021
ID/16	Tangmere Neighbourhood Plan 2014-2029
ID/17	Schedule of occupiers and plot uses
ID/18	Position statement regarding proposed modification to Plot 8
ID/19	Final consultation response from Historic England dated 3 February 2021
ID/20	Housing Delivery Test 2020 measurement
ID/21	Open space proposals adjacent to 113 Cheshire Crescent
ID/21A	Framework Masterplan showing location of 113 Cheshire Crescent
ID/22	Undertaking from the Acquiring Authority to Tangmere Medical Centre and others dated 8 September 2021
ID/23	Closing submissions of the Acquiring Authority
ID/24	Tangmere Medical Centre and others' response to ID/22 dated 9 September 2021
ID/25	Draft Agreement from Ashurst LLP regarding existing Heaver rights and associated interests