

# ADDENDUM

## Chichester District Council

Cabinet

8 September 2020

Council

22 September 2020

### Report on Tangmere Strategic Development Location – Chichester District Council (Tangmere) Compulsory Purchase Order 2020

#### 1 Introduction

- 1.1 This is a written addendum to the above report, specifically updating Councillors on the MoU referred to at paragraph 4.34 of the said report. Paragraph 4.34 is reproduced below and all defined terms used in the report are used within this addendum and should be interpreted accordingly.

#### 2 Paragraph 4.34 of Report

4.34 *The Council has, on various occasions (but until recently, without any such response being received), requested to be advised of any collaboration agreement or timeframe for bringing forward the entire TSDL for delivery of housing and infrastructure in accordance with the Local Plan. In early August 2020, the Council received a letter from the representative of the Heaver family land interests stating that all principal landowners had recently concluded an MoU (which is understood to refer to a Memorandum of Understanding, although only the phrase “MoU” is used in the correspondence). At the same time, the solicitor for the Heaver family land interests sent a letter making the same assertion to the solicitor for Countryside. The MoU referred to is expressed to “make provision for agreeing detailed arrangements for formulating a Joint Strategy” and it is stated that this will include “the provision of a masterplan, land equalisation agreements and a procurement and delivery strategy to ensure timely delivery of infrastructure.” A copy of the MoU referred to has been requested from the legal and property representatives of the Heaver family land interests and the other landowners within the TSDL, but as at 26<sup>th</sup> August 2020, no copy of the MoU has been provided from any party. Without having had sight of the content of the MoU:-*

- (a) *the Council cannot be confident that there has been substantive change in the progress of the landowners in bringing forward meaningful proposals for the development of the TSDL to date; and*
- (b) *even if it can be meaningfully implemented, the MoU would clearly require a significant period of commercial negotiation by the landowners and subsequent negotiation and completion of legal agreements for the collaboration between*

*the parties (including land equalisation, procurement and delivery of infrastructure) for bringing forward the TDSL, as well as the preparation, submission and approval of an alternative masterplan, planning application and Environmental Statement.*

*Accordingly, it is not considered that the reference to the MoU represents a reason for not progressing with the proposed Order and as at the date of this Report, the Council is not satisfied that the landowners are willing and able to work together to deliver the comprehensive development of the TSDL within any acceptable timeframe. In this regard, as noted above, the Council's housing trajectory as contained in the Local Plan anticipated delivery of dwellings at the TSDL from 2019/20 onwards. In view of this position, the Council considers the TSDL to be a stalled development site.*

### 3 Update

- 3.1 The Council received a copy of the above referenced MoU from the property representative of the Heaver family by email on 30<sup>th</sup> August 2020. The terms of the MoU have been reviewed by the Council's legal advisers and referred to Leading Counsel (Alex Booth QC of Francis Taylor Buildings) for a considered opinion. Leading Counsel has confirmed that the provisions of the MoU do not alter the conclusion reached by paragraph 4.34 of the report, nor the recommendations of the report. It is Leading Counsel's considered opinion that the MoU does not represent a reason for not progressing with the proposed Order.
- 3.2 The terms of the MoU are not considered to represent a reason for not progressing with the proposed Order for the following reasons:-
1. Although the MoU does, as asserted by the representatives of the Heaver family *"make provision for agreeing arrangements for formulating a Joint Strategy"*, it is not considered that these can be considered *"detailed"* arrangements. The terms of the MoU set out, in broad terms, the general steps that any group of landowners might have to go through in order to promote a strategic development site.
  2. Each of the individual steps identified within the MoU have the potential to be extremely complex and time consuming and there are no definitive timescales set out within the MoU, with no programme or other indicative timeline within which the steps are to be carried out. Instead, progress in agreeing a joint strategy and the shared objectives within the MoU is to be made *"promptly"*. Accordingly, the Council cannot draw any conclusion as to the timescale in which any development envisaged by the MoU (or indeed, any of the steps leading up to that point) may come forward.
  3. The MoU states that the landowners will *"agree the arrangements for procuring and facilitating the delivery of the policy compliant development in a timescale commensurate with the Council's aspirations for meeting the housing need in the area"*. As set out at point 2 above, there is no definite timescale set out for this and given that the Council is now considering making the Order and bringing forward the development of the TSDL in accordance with the defined timescale set out in the report, it is difficult to see how the MoU could realistically achieve this stated aim.

4. The MoU does not restrict any landowner from pursuing its own activities in relation to their respective land holdings within the TSDL (separate to or in addition to any joint strategy approach). In addition, any party to the MoU may withdraw from it immediately upon the provision of notice to the others.
- 3.3 Accordingly, the disclosure of the MoU does not, in the opinion of officers, present a reason to change the recommendations of the report.