

From: Angela Juszczuk <angelaj@roger-hannah.co.uk>
Sent: 06 July 2021 10:23
To: Godden, Nigel <Nigel.Godden@wsp.com>
Cc: Elliott, Will <Will.Elliott@wsp.com>; Walsh, Gilda <Gilda.Walsh@wsp.com>; Mark Martin <Mark.Martin@westsussex.gov.uk>; Gail Rowley <gail.rowley@westsussex.gov.uk>
Subject: RE: A284 Lyminster Bypass - T&L Crawley

Hi Nigel

I have discussed with my client and it is his robustly held view that we are unlikely to resolve all of the points prior to the forthcoming Inquiry. It is therefore very much his intention to take his objection to Inquiry.


Notwithstanding this, he has agreed for me to attend a Teams meeting. If we are to agree matters however, this needs to be done post haste.

You have identified the issues involved and requirements. We can discuss in more detail at the meeting.

I am available on Thursday or Monday after 11.30am for a Teams call. It is likely that another representative from my clients side will also be in attendance.

Kind regards

Angela

Angela Juszczuk BA (Hons) MSc MRICS Registered Valuer 
Director



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From: Godden, Nigel
Sent: 06 July 2021 14:53
To: Angela Juszczyk <angelaj@roger-hannah.co.uk>
Cc: Walsh, Gilda <Gilda.Walsh@wsp.com>; Mark Martin <Mark.Martin@westsussex.gov.uk>; Tony Symonds <TSymonds@jackson-civils.co.uk>
Subject: RE: A284 Lyminster Bypass - T&L Crawley

Hi Angela

Thanks for your email. I've heard back from the project team here and we are all ok for a Teams meeting on Thursday between 12 and 2pm.

Would it be ok if I leave it with you to send out the invite to include everyone cc'd on this email as well.

Many thanks Angela, look forward to catching up on Thursday.

Best regards
Nigel

Nigel Godden MRICS
Land and Property Director
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From: Godden, Nigel <Nigel.Godden@wsp.com>

Sent: 22 July 2021 15:31

To: Angela Juszczak <angelaj@roger-hannah.co.uk>

Cc: Walsh, Gilda <Gilda.Walsh@wsp.com>; Mark Martin <Mark.Martin@westsussex.gov.uk>; Tony Symonds <TSymonds@jackson-civils.co.uk>

Subject: RE: A284 Lyminster Bypass - T&L Crawley

Hi Angela,

Without Prejudice
Subject to Contract

Thank you for your time on our Teams call on Thursday 8th July, it was helpful to discuss specific issues of the points raised in previous email correspondence between us.

The Council has considered the points raised and I can comment as follows:

- 1) As regards the geotechnical ground and contamination investigations, topographic level survey, services inspections and general site condition survey, we have acknowledged that these will be undertaken prior to the Council taking occupation of your client's land. At our meeting Chris Boulter set out what he would like to see in terms of the appointment and I have provided our comments below:
 - a. Consultant identified – The County Council are currently identifying appropriately qualified consultants to be utilised from their approved contractor list. The Council has also confirmed that as the appointment will involve a requirement for a collateral warranty, then it will be an appointment by deed between the Council and the consultants they employ - the process of appointment, including timeframe, tender process etc is currently being considered by the Council's Procurement Team.
 - b. Detail of warranties – the detail of warranties will be set out as part of the formal appointment, including any necessary collateral warranty requirement. Again, this is currently being considered by the Project Team in liaison with the Procurement Team. I can advise that the council's standard collateral warranty is able to be assigned twice.
 - c. Level of PI cover – standard levels of PI cover will be requested, the County Council has confirmed that £10m PI will be sought on this occasion.
- 2) The Council is currently finalising the discharge of the Construction Management Plan(CMP) and Construction Environmental Management Plan (CEMP). Once this is finalised, we will provide the relevant extracts covering the working methodology relating to your client's land.
- 3) We discussed the Deed of Covenant between your client and Persimmon Homes (PH), and in particular the issue of PH obligation to hand back the site in a condition suitable for residential development, the impact that our occupation may have on assessing that condition and any step-in rights that your client has in order to rectify any defects that are left by PH. We acknowledge that this is a concern for your client and agree that a mechanism needs to be put in place to deal with a situation where this could impact on your client's future plans to sell the site for development. Our proposal would be that we enter into a tripartite agreement with PH and your client, where any defects upon PH vacation of the site are logged, remediation agreed and works costed. The Council would be prepared to take on the liability of the agreed remediation works, rectifying them upon the Council's vacation of the site with PH reimbursing the cost of such remediation. If this form of

arrangement is acceptable to your client then we would be happy to open discussions with PH in this respect.

4) As regards the provision of a Bond, the Council has taken advice from its legal and procurement team and advises that it is not in a position to step up a bond on behalf of its contractor should they fail to deliver works to the appropriate standard. As set out previously, the Council will hand the site back in the same condition as recorded in the record of condition prior to taking occupation, including any issues that may remain and covered under the PH tripartite agreement described at point 3 above. Any third party claim (including those from T&L) would come to the Council who have the necessary indemnities in place with their contractor to back-off any claim made. Your client can expect the Council to make good or pay for any liabilities reasonably arising from their occupation of the your client's land.

5) We acknowledge the concerns that were raised regarding the use of service utilities on your client's land, in particular that they may not be fully serviceable at the time we need to take occupation of the land. We confirm that the Council will make its own arrangements with the utility companies regarding the use of services during our occupation, rather than utilise any services already in situ at time of occupation. It would, however, be useful to receive a copy of proposed services locations (accepting that these will not be as-built drawings), as we would need to consider location to avoid any impact from the proposed contractor use of the land.

In terms of moving forward, as you will be aware in circumstances where an acquiring authority and a landowner objector wish to resolve issues relating to a potential compulsory purchase and use of land, it would be normal practice to set out the agreed commitments that satisfy those concerns in a formal agreement. This would provide the level of comfort needed to enable the landowner to withdraw their objection to the scheme, as the parties fundamentally agree to the conditions placed upon them. I believe we can proceed to a point of agreement which satisfies these conditions, however, I don't believe it will be possible to provide the level of detail that was being suggested on our Teams call. The commitments will be laid out, but much of what is being requested relate to processes that will be dealt with at a future point of time e.g. the actual selection and appointment of the survey/investigation consultants.

In your last email you said that you would consider the draft agreement we forwarded to you, we would welcome your comments on this draft agreement, with the details of requirements set out within 'the Works' at Schedule 1, having in mind the comments made above.

I trust the above helps clarify the Council's position and look forward to hearing from you in due course.

Best regards
Nigel

Nigel Godden MRICS
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From: Angela Juszczuk <angelaj@roger-hannah.co.uk>
Sent: 23 July 2021 16:33
To: Godden, Nigel <Nigel.Godden@wsp.com>
Cc: Walsh, Gilda <Gilda.Walsh@wsp.com>; Mark Martin <Mark.Martin@westsussex.gov.uk>; Tony Symonds <TSymonds@jackson-civils.co.uk>
Subject: RE: A284 Lyminster Bypass - T&L Crawley

Hi Nigel

Thanks for your email and detailed response to the points raised.

I have discussed with my clients lawyer who is currently adding track changes to the proposed Agreement, taking into account your comments.

I hope to be able to provide you with a copy of this early next week, once I have discussed further with my client.

I think one of the main things outstanding are timescales for the use of the site. Are you able to provide an indication as to how long the site is likely to be required for? We would like to include a long stop date within the Agreement.

Have a good weekend.

Kind regards

Angela

Angela Juszczuk BA (Hons) MSc MRICS Registered Valuer 
Director



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From: Godden, Nigel

Sent: 23 July 2021 16:43

To: Angela Juszczyk <angelaj@roger-hannah.co.uk>

Cc: Walsh, Gilda <Gilda.Walsh@wsp.com>; Mark Martin <Mark.Martin@westsussex.gov.uk>; Tony Symonds <TSymonds@jackson-civils.co.uk>

Subject: RE: A284 Lyminster Bypass - T&L Crawley

Hi Angela,

Thank you for your email, I'll liaise with the Project Team on Monday and come back to you with a timescale for occupation.

Many thanks, and hope you have a good weekend too.

Best regards

Nigel

From: Godden, Nigel

Sent: 28 July 2021 11:47

To: Angela Juszczak <angelaj@roger-hannah.co.uk>

Cc: Walsh, Gilda <Gilda.Walsh@wsp.com>; Mark Martin <Mark.Martin@westsussex.gov.uk>; Tony Symonds <TSymonds@jackson-civils.co.uk>; Tanneth Melhuish <tanneth.melhuish@westsussex.gov.uk>; Gail Rowley <gail.rowley@westsussex.gov.uk>

Subject: RE: A284 Lyminster Bypass - T&L Crawley

Hi Angela,

We have discussed the potential timescale for use of the site, but at this stage we aren't going to be able to provide a long stop date for the agreement. Whilst the team are confident with the programme of works, there are certain parameters that could affect the actual dates of occupation, for example:

- i) Fundamentally, the Council is yet to have certainty around the start date of the works, largely due to the outcome of the Public Inquiry and associated confirmation of the CPO.
- ii) There are ecology and environmental time constraints that we need to work within, the timescales around confirmation of the CPO may impact on our ability to start work in certain locations.
- iii) As with any project of this scale there are construction risks that could impact on project timescales, not least that we are still in a Covid-19 pandemic.

Whilst the inclusion of an actual date within the agreement isn't going to be possible, it may be that we can agree some wording around a point in the construction programme that could enable the site to be handed back.

I trust you appreciate the circumstances outlined above. Do you think the marked up contract will be returned today, I've copied the Council's Legal Team into this email for information.

Thanks Angela,

Best regards
Nigel

Nigel Godden MRICS
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