

Landowners' guide to development



We are a law firm specialising in land development. We have worked in the sector for many years. We act and have acted for numerous developers and land owners. We know what matters in terms of developing land, whether we are acting for developer or land owner; in fact, we think this gives us an advantage and since we know “what matters” for both parties we bring a pragmatic approach to getting a transaction done which, after all, is what everyone wants!

As land owners, there are obvious concerns that you need to have thought about. We are happy to talk these through with you on a no obligation basis, but thought it helpful to summarise some of the key points which often become sticky areas:

1. **Be clear about how much land you are selling.** If you are retaining land, make sure it is not going to be blighted or future “ransomed” by the development which takes place.
2. **Be clear on what the developer is going to do.** Most agreements include obligations on the developer in respect of getting planning. You need to make sure that these are unambiguous.
3. **Be clear about price and how it will be determined.** “Market value” is often used as the benchmark in the determining valuation method. Be clear as to whether or not this needs to be modified or qualified by reference to a minimum price. Also think about costs and deductions from the market value and the impact these can have on the money you will actually finally receive from any sale.
4. **Be clear about overage.** You have heard a lot about it and it comes in many forms. The principle to have in your head is that you should be treated “fairly” and this means that overage can be used to “cover off” some of the potential inaccuracies as to value that a paper market valuation exercise can create.
5. **Be clear as to timings.** You need to know what timescales are realistic (and that they will be adhered to) and that you are not left with your land “tied up” for unhelpful lengths of time.

6. **Be clear on the form of agreement.** Is it a promotion agreement, a conditional contract, an option agreement or an option dressed up as a conditional contract?

These are some of the headline points and we are happy to talk things through with you in more detail should you need.

We have an experienced, busy team, headed by James Clewlow and Jane Bowden. Some recent examples of our work include:

- Landowner option for 60 units; Crawley Down
- Landowner promotion agreement Billingshurst
- Landowner option agreement for 50 units; Billingshurst
- Developer promotion agreement for 318 units; Wealden
- Landowner promotion agreement Pulborough
- Landowner options Horsham (part of scheme for 2,500 units/new schools/retail etc)
- Landowner promotion agreement for 30 acres; Mid Sussex
- Landowner promotion agreement for 160 units; West Sussex;
- Landowner option agreement for 66 units; West Sussex
- Landowner conditional contract for 65 units; West Sussex
- Developer promotion agreement for 130 units; Chichester
- Developer option agreement for 60 units; Burgess Hill
- Developer option agreement for 160 units; Mid Sussex
- Landowner promotion agreement 250 units; Haywards Heath
- Developer option agreement 48 units.
- Dealing with sale of golf club and agreement for relocation site.
- Landowner – dealing with sale of football club and relocation to alternative site.

If we can help, then please don't hesitate to give Jane Bowden, James Clewlow or the [commercial real estate team](#) a call.



[Jane Bowden](#)

Partner



[James Clewlow](#)

Partner and Head of Horsham