

DATED THIS 27 DAY OF November 2019

(1) ARUN DISTRICT COUNCIL

(2) WEST SUSSEX COUNTY COUNCIL

(3) TAYLOR WIMPEY UK LTD

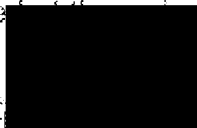
Agreement pursuant to Section 106 of
the Town and Country Planning Act 1990
relating to land at Nyton Nursery, Nyton
Road, Westergate West Sussex PO20
3UQ
Planning ref: AL/3/19/PL

Arun District Council
Maltravers Road
Littlehampton
West Sussex
BN17 5LF
DX 57406 LITTLEHAMPTON

Date:	27 November	2019
PARTIES:		

1.	ARUN DISTRICT COUNCIL of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN17 5LF ("the Council")
2.	WEST SUSSEX COUNTY COUNCIL of County Hall, West Street, Chichester, West Sussex, PO19 1RQ ("the County Council")
3.	TAYLOR WIMPEY UK LIMITED (Company number 01392762) whose registered office is situate at Gate House, Turnpike Road, High Wycombe, Buckinghamshire, HP12 3NR ("the Owner")

WHEREAS

1.	The Council is the local planning authority, and the local authority responsible for housing, public open space, equipped play space and sport and recreation facilities for the area in which the Land is situated.
2.	The County Council is the local highway authority and the local authority responsible for providing education, libraries and fire and rescue services for the area in which the Land is situated.
3.	The Owner is registered as freehold proprietor of the Land registered at the Land Registry under title number ~~WSX153583~~ . WSX392894 
4.	Outline planning permission for the development of the Land and other land was granted on 23 February 2015 under reference AL/61/13, subject to an agreement under section 106 of the Act.
5.	The Council gave approval of reserved matters for the development permitted by permission AL/61/13 on 24 January 2018 under reference AL/102/17/RES which provided inter alia for the construction of 45 Dwellings on the Land.
6.	The Owner has made the Application and is proposing to carry out the Development on the Land instead of that part of the development permitted by outline permission AL/61/13 and reserved matters approval AL/102/17/RES on the Land
7.	The Owner having entered into an agreement under section 106 of the Town and Country Planning Act 1990 in relation to outline permission AL/61/13 agrees that the obligations in this Deed shall be in addition to those included in that Deed.

NOW THIS DEED WITNESSETH as follows:

1.	INTERPRETATION
	In this Agreement:
1.1	Clause headings shall not affect the interpretation of this Deed.
1.2	A reference to a "person" includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).
1.3	A reference to a "company" shall include any company, corporation or other body corporate, where and however incorporated or established.
1.4	Unless the context otherwise requires, words in the singular shall include the plural and vice versa.
1.5	Unless the context otherwise requires a reference to one gender shall include a reference to other genders.
1.6	A reference to any party shall include that party's representatives, successors and permitted assigns and to any person deriving title through or under the party and in the case of the Council and the County Council the successors to their respective statutory functions.
1.7	Unless the context otherwise requires a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
1.8	Unless the context otherwise requires a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
1.9	A reference to "writing" and "written" does not include fax or email.
1.10	References to clauses and Schedules are to the clauses and schedules of this Agreement.
1.11	Any reference to a colour or letter is to be on the plans attached to this Agreement.
1.12	An obligation on a party not to do something includes an obligation not to allow that thing to be done.
1.13	Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

	1.14	Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.							
2.	In this Agreement unless otherwise stated the following expressions shall where the context so admits have the following meanings:								
	2.1	"the Act"	means the Town and Country Planning Act 1990						
	2.2	"Affordable Housing"	means any form of housing identified within legislation or the NPPF or a ministerial statement for persons whose needs are not met by the housing market and may include but is not limited to: • social rented housing • affordable rented housing • shared ownership housing • intermediate housing (including intermediate rent, shared equity and low cost homes for sale) but does not include Starter Homes as specified in Sections 2 and 3 of the Housing and Planning Act 2016 as they will not meet the needs of persons on the local housing register						
	2.3	"Affordable Housing Provider"	means either one or a combination of: <table><tr><td>A</td><td>a registered provider of Affordable Housing registered under the Housing and Regeneration Act 2008 with Homes England who is on the Council's list of Approved Affordable Providers (annexed to this Agreement as the Eighth Schedule) or such expanded list as may be provided by the Council from time to time; or</td></tr><tr><td>B</td><td>any other provider of Affordable Housing who is approved by the Council in writing; or</td></tr><tr><td>C</td><td>such other body or organisation approved by the Council in writing whose main object is the provision of Affordable Housing</td></tr></table>	A	a registered provider of Affordable Housing registered under the Housing and Regeneration Act 2008 with Homes England who is on the Council's list of Approved Affordable Providers (annexed to this Agreement as the Eighth Schedule) or such expanded list as may be provided by the Council from time to time; or	B	any other provider of Affordable Housing who is approved by the Council in writing; or	C	such other body or organisation approved by the Council in writing whose main object is the provision of Affordable Housing
A	a registered provider of Affordable Housing registered under the Housing and Regeneration Act 2008 with Homes England who is on the Council's list of Approved Affordable Providers (annexed to this Agreement as the Eighth Schedule) or such expanded list as may be provided by the Council from time to time; or								
B	any other provider of Affordable Housing who is approved by the Council in writing; or								
C	such other body or organisation approved by the Council in writing whose main object is the provision of Affordable Housing								
	2.4	"Affordable Housing Scheme"	means a plan and accommodation schedule showing the location dwelling type and tenure mix of the Affordable Housing Units within the Development to be submitted to and approved in writing by the Council pursuant to paragraph 1.1						

			of the First Schedule
	2.5	"Affordable Housing Units"	means 30% (thirty percent) of the net Dwellings within the Development to be provided (subject to the terms of this Agreement) as Affordable Housing with a tenure split of: • Shared Ownership Housing Units 100% (one hundred percent) in accordance with the terms of this Agreement unless otherwise agreed between the Council and the Owner, provided that if any unit is required by law pursuant to any legislation enacted subsequent to the date hereof to be provided as Affordable Housing of a specific type the tenure mix of the remaining Affordable Housing Units shall be agreed between the Owner and the Council
	2.6	"Affordable Housing Standard"	means the Homes England Design and Quality Standards applicable at the date of the relevant reserved matters approval for the Dwellings in question but for the avoidance of doubt excluding any Code for Sustainable Homes requirements which are no longer in force at the date of this Agreement
	2.7	"agreed" or "approved"	means agreed or approved in writing and given for the purpose of this Agreement
	2.8	"the Application"	means the application for full planning permission validated on 23 January 2019 under reference number AL/3/19/PL made for the Development on the Land
	2.9	"CCG"	means the NHS Coastal West Sussex Clinical Commissioning Group of 1 The Causeway Goring-By-Sea Worthing BN12 6BT or any successor thereof
	2.10	"CIL Regulations"	means the Community Infrastructure Levy Regulations 2010
	2.11	"Commencement of Development"	means the date on which the Development is commenced by the carrying out of a material operation as defined in section 56(4) on the Land pursuant to the Planning Permission that is not an Excluded Operation and " Commence ", " Commencement " and " Commenced " shall be construed accordingly

2.12	"CPI"	means the Consumer Price Index published from time to time by the Office of National Statistics
2.13	"the Development"	means the development authorised by the Planning Permission for residential development of 68 No. dwellings (net increase of 23 over current consent AL/102/17/RES) including 30% affordable housing (7 units) with associated access, public open space & landscaping.
2.14	"Disposal"	means a disposal of the Affordable Housing Units and /or the land upon which those units are to be constructed to an Affordable Housing Provider whether by transfer of the freehold or the grant of a long lease for a term of at least 125 years and "Dispose" and "Disposed" shall be construed accordingly
2.15	"Dwelling"	means a residential unit provided as part of the Development
2.16	"Excluded Operation"	means any operation consisting of site levelling stripping or clearance, demolition work, archaeological investigations, investigations for the purposes of assessing ground conditions, remedial works in respect of any contamination or other adverse ground conditions, the diversion and laying of services, the erection of any temporary means of enclosure, the formation of temporary construction accesses or the temporary display of site notices or advertisements
2.17	"Fire and Rescue Services Contribution"	means a financial contribution of £725.00 (seven hundred and twenty-five pounds) Index Linked payable to the County Council for the supply and installation of community link smoke detectors to vulnerable persons homes in West Sussex Fire Services Northern Area serving Aldingbourne
2.18	"Footpaths and Cycleway Contribution"	means a financial contribution of £21,455.00 (twenty-one thousand four hundred and fifty-five pounds) Index Linked payable to the County Council to be used towards the construction of the proposed Eastergate to Barnham cycle/pedestrian link
2.19	"Further Secondary Education Contribution"	means a financial contribution of £21,923 (twenty-one thousand nine hundred and twenty-three pounds) Index Linked payable to the County Council towards the cost of providing

			class room infrastructure at St. Philip Howard Catholic High School Sixth Form
	2.20	"Highway Contribution"	means a financial contribution of £207,989.00 (two hundred and seven thousand nine hundred and eighty-nine pounds) Index Linked payable to the County Council to be used towards A29 to Barnham Road – Northern Link Road.
	2.21	"Index"	means in relation to the Council the "All Items" index figure of the Index of Retail Prices published by the Office for National Statistics or any successor government office, ministry or department and in relation to the County Council the All In Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors
	2.22	"Index Linked"	means adjusted in accordance with clause 9 hereof
	2.23	"Land"	means the land shown for identification purposes only edged red on the Plan
	2.24	"Leisure Pool Contribution"	means a financial contribution of £9,775.00 (nine thousand seven hundred and seventy-five pounds) Index Linked payable to the Council to be used towards the provision or improvement of public swimming pools within the District of Arun
	2.25	"Library Contribution"	means the sum of £9,102.00 (nine thousand one hundred and two pounds) Index Linked payable to the County Council towards the provision of additional equipment for a new Tier 7 library facility serving Barnham/Eastergate/Westergate
	2.26	"Market Housing Units"	means Dwellings within the Development which are not Affordable Housing Units
	2.27	"MUGA"	means a multi use games area which shall be hard surfaced and of a design and specification subject to prior approval by the Council
	2.28	"MUGA Contribution"	means a financial contribution of £4,600.00 (four thousand six hundred pounds) Index Linked payable to the Council towards the delivery of a MUGA at Aldingbourne Community Sports Centre or such other site as may be agreed by the Council

2.29	"NHS Contribution"	means a financial contribution of £54,419.00 (fifty-four thousand four hundred and nineteen pounds) to be paid to the Council for onward transmission to the CCG towards the provision of healthcare facilities within the District of Arun including an extension to the Croft GP Surgery Barnham Road, Eastergate.
2.30	"Nomination Rights"	means the right of the Council to nominate occupiers to the Affordable Housing Units in accordance with paragraphs 2.6 and 2.7 of the First Schedule to this Agreement
2.31	"NPPF"	means the National Planning Policy Framework in force at the time that this Agreement is completed
2.32	"Occupation"	means the occupation of any Dwelling constructed as part of the Development (or as the case may be the first Dwelling within the Development) for the purposes authorised by the Planning Permission but for the purposes of this Agreement shall not include any occupation for the purposes of fitting out or decoration, marketing and display or security and the terms "Occupy" and "Occupied" shall be construed accordingly
2.33	"Open Market Value"	means open market value assessed in accordance with the Appraisal and Valuation Manual of the Royal Institute of Chartered Surveyors (the Red Book)
2.34	"the Plan"	means the plan attached hereto at Appendix 1
2.35	"Planning Permission"	means the planning permission to be granted by the Council for the Development pursuant to the Application
2.36	"Playing Pitch Contribution"	means a financial contribution of £5,583.00 (five thousand five hundred and eighty-three pounds) Index Linked payable to the Council to be used towards the enhancement of playing pitches and facilities at the Eastergate Parish Sportsfield
2.37	"Previous Deed"	means the deed entered into by Stuart Roland Wincell, David Deadman James Robert Robinson (1) Land Fund Limited (2) Derek Ernest Charles Woodcock and Stuart Roland Wincell (3) Arun District Council (4) and West

			Sussex County Council (5) under Section 106 of the Act and dated 20 November 2014 as amended by a deed of variation entered into by Stuart Roland Wincell, David Deadman James Robert Robinson (1) Taylor Wimpey UK Limited (2) Arun District Council (3) and West Sussex County Council (4) and dated 30 April 2018
	2.38	"Previous Permission"	means the decision of the Secretary of State dated 23 rd February 2015 to allow the appeal and grant planning permission in relation to planning application AL/61/13
	2.39	"Primary Education Contribution"	means a financial contribution £86,953 (eighty-six thousand nine hundred and fifty-three pounds) Index Linked payable to the County Council to be used towards the provision of additional equipment at Eastergate Church of England Primary School
	2.40	"Provide"	means in the case of the Affordable Housing Units to design and construct such units for habitation in accordance with the Affordable Housing Standards to the reasonable satisfaction of the Approved Body and "Provided" shall be construed accordingly
	2.41	"Public Art Contribution"	means a financial contribution of £1,287.00 (one thousand two hundred and eighty-seven pounds) Index Linked payable to the Council to be used towards the provision of public art within the District of Arun.
	2.42	"Public Transport Contribution"	means a financial contribution of £4,664.18 (four thousand six hundred and sixty-four pounds eighteen pence) Index Linked toward public transport infrastructure improvements (including real time information screens and improved passenger waiting facilities at bus stops close to the site)
	2.43	"Qualifying Occupier"	means persons who qualify for Affordable Housing within Schedule 1 to this Agreement and including residents of the District of Arun who are unable to resolve their housing needs in the local private sector market because of the relationship between housing costs and income

2.44	"Secondary Education Contribution"	means a financial contribution of £113,392 (one hundred and thirteen thousand three hundred and ninety-two pounds) County Index Linked payable to the County Council to be used on fixtures, fittings and equipment at Phase 1 of a new secondary school in Arun.
2.45	"Shared Ownership Lease"	means a shared ownership lease for a term of years of at least 125 years in a form consistent with any model shared ownership lease from time to time established by Homes England
2.46	"Shared Ownership Units"	means any Affordable Housing Units to be Provided as shared ownership units for sale under a Shared Ownership Lease for sale in accordance with this Agreement
2.47	"Specified Date"	means the date upon which an obligation arising under this Agreement is due to be performed
2.48	"Sports Hall Contribution"	means a financial contribution of £9,085.00 (nine thousand and eighty-five pounds) Index Linked payable to the Council towards the provision or improvement of public sports halls within the District of Arun
2.49	"3G Playing Pitch Contribution"	means a financial contribution of £1,334.00 (one thousand three hundred and thirty-four pounds) Index Linked to support the provision of 3G playing pitches in the western area of the District of Arun
2.50	"Working Day"	means a day (other than a Saturday, Sunday or public holiday) in England when banks in London are open for business.
3.	ENABLING PROVISION	
3.1	This Agreement is made pursuant to Sections 106 and 106A of the Act and to the extent that they fall within the scope of Sections 106 and 106A of the Act the obligations set out herein are planning obligations for the purposes of Section 106 of the Act and are enforceable by the Council and the County Council as appropriate in accordance with Section 106 of the Act as local planning authorities against the Owner.	
3.2	To the extent that they fall outside of the scope of Sections 106 and 106A of the Act the covenants and obligations herein are entered into by the parties pursuant to Sections 111 and 135 of the Local Government Act 1972, Section 1 Localism Act 2011 and all other	

		enabling powers.
4	COMMENCEMENT	
	4.1	This Agreement shall come into effect upon the date hereof but the obligations in Clauses 5 to 7 and in the Schedules to this Agreement shall be conditional upon and only enforceable upon the occurrence of both the grant of the Planning Permission and the Commencement of Development.
	4.2	On Commencement of Development the Owner will give to the Council and the County Council notice in writing of that commencement in the form of the Commencement Notice annexed to this Agreement as the Sixth Schedule addressed to the Council's Head of Planning Services and the County Council's Monitoring and Records Team, Strategic Planning Division (or their equivalent successor posts)
5	AMENDMENT AND IMPLEMENTATION OF PREVIOUS DEED	
	5.1	The following definitions contained in Clause 2.8 of the Previous Deed shall be varied as follows:
	5.1.1	"the Applications" means the planning applications AL/61/13 for outline planning permission and AL/3/19 for full planning permission"
	5.1.2	"the Development" means the development of the Land as permitted by the Planning Permission
	5.1.3	"Planning Permission" means the planning permission for the Development granted pursuant to the Applications and the Appeal
	5.2	The Parties to this Deed agree that the obligations in this Deed are in addition to and are not in substitution for those entered into by way of the Previous Deed
6	THE OWNER'S COVENANTS	
	6.1	The Owner covenants with the Council so as to bind the Land to perform the obligations as set out in the First Schedule and the Second Schedule
	6.2	The Owner covenants with the County Council so as to bind the Land to perform the obligations as set out in the Third Schedule.
7	THE COUNCIL'S COVENANTS	
	7.1	The Council covenants with the Owner and the County Council as set out in the Fourth Schedule.

8	THE COUNTY COUNCIL'S COVENANTS	
	8.1	The County Council covenants with the Owner and the Council as set out in the Fifth Schedule.
9	CERTIFICATES	
	The Owner agrees with the Council and the County Council:	
	9.1	Where this Agreement imposes a requirement for the making of a payment or the undertaking of an act or the cessation of an activity on a Specified Date the Owner shall give to the Council or to the County Council (as the case may be) notice in writing of the Specified Date in the form of the Payment Notice annexed to this Agreement as the Seventh Schedule addressed to the Council's Head of Planning Services and the County Council's Monitoring and Records Team, Strategic Planning Division (or their equivalent successor posts) not more than seven days after such Specified Date.
	9.2	If the Owner fails to give the notice required under this Clause the Council or the County Council (as the case may be) shall be entitled acting reasonably to determine the Specified Date and shall give notice to the Owner of its determination.
10	INDEX LINKING	
	10.1	The parties agree that any sums payable by the Owner to the Council or the County Council under this Agreement shall be increased or decreased by the application of the following formula:
		$A = B \times \frac{C}{D}$
		Where:
	A	is the sum actually payable on the Specified Date
	B	is the original sum mentioned in this Agreement
	C	is the Index for the quarter preceding the Specified Date
	D	is the Index for the quarter preceding the date of this Agreement
	10.2	The adjustment in this clause 10 shall only be made where the Specified Date is more than 6 months after the date of this Agreement.
11	LEGAL AND ADMINISTRATIVE COSTS	
	11.1	The Owner agrees with the Council to pay on completion of this Agreement the reasonable legal costs of the Council incurred in the

		negotiation, preparation and execution of this Agreement in the sum of £2,000.
	11.2	The Owner agrees with the County Council to pay on completion of this Agreement the reasonable legal costs of the County Council incurred in the negotiation, preparation and execution of this Agreement.
12	GENERAL	
	12.1	Nothing in this Agreement constitutes an obligation to grant planning permission.
	12.2	Nothing in this Agreement grants planning permission or any other approval consent or permission required from the Council or the County Council in the exercise of any other statutory function.
	12.3	Nothing in this Agreement fetters or restricts the exercise by the Council or the County Council of any of their powers.
	12.4	The obligations contained in Clauses 5 to 7 and the First Second Third Fourth and Fifth Schedules are planning obligations for the purpose of Section 106 of the Act.
	12.5	This Agreement constitutes a deed.
	12.6	This Agreement is enforceable by the Council as to Clause 5.1 and the First Schedule and the Second Schedule and by the County Council as to Clause 5.2 and the Third Schedule.
	12.7	Nothing in this Agreement confers or is intended to confer a benefit on a third party under the Contracts (Rights of Third Parties) Act 1999.
	12.8	This Agreement is a local land charge and shall be registered as such by the Council
	12.9	Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council or the County Council under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
	12.10	Following the performance and satisfaction of all the obligations contained in this Agreement the Council shall forthwith effect the cancellation of all entries made in the register of local land charges in respect of this Agreement.
	12.11	Insofar as any provision of this Agreement is found (for whatever

		reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
	12.12	This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development in which case the Council shall (upon written request) effect the cancellation of any entry made in its register of local land charges in respect of this Agreement.
	12.13	Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.
	12.14	Nothing contained or implied in this Agreement shall prejudice or affect the rights discretions powers duties and obligations of the Council or the County Council under all statutes by laws statutory instruments orders and regulations in the exercise of their functions as a local authority.
13	EXCLUSIONS OF LIABILITY	
	13.1	No covenants or obligations contained in this Agreement shall be binding upon:
	13.1.1	any part of the Land that may in future be acquired by a statutory undertaker for the purposes of its undertaking or operational land as defined in the Section 262 of the Act;
	13.1.2	any chargee or mortgagee who subsequent to the date hereof acquires an interest in the Land solely by virtue of their charge or mortgage unless said chargee or mortgagee becomes a chargee or mortgagee in possession; or
	13.1.3	any individual owner or occupier of a completed Dwelling within the Development
	13.2	No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Land or that part of the Land in relation to which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest and where any obligation herein is expressed to relate to or be performed in relation to the Development it shall be enforceable only against those persons with an interest in the Development at the time the relevant obligation is triggered and falls to be performed.

14	WAIVER	
	14.1	No waiver (whether expressed or implied) by the Council or County Council or Owner of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council or County Council or the Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.
15	CHANGE IN OWNERSHIP	
	15.1	The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Land occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Land or unit of occupation purchased by reference to a plan provided that the Owner shall not be required to give notice to the Council of the disposal of an individual Dwelling or any subsequent change of ownership affecting an individual Dwelling.
16	FUTURE SECTION 73 CONSENTS	
	16.1	Subject to clauses 16.2 to 16.5 below, if any permission is granted pursuant to section 73 of the Act ("Section 73 Consent") after the date of this Agreement:
	16.1.1	the obligations in this Agreement shall relate to and bind such Section 73 Consent; and
	16.1.2	the definitions of Planning Application, Development and Planning Permission (other than for the purposes of clause 1) shall be construed to include reference to (respectively) the planning application for the Section 73 Consent the development permitted by the Section 73 Consent and the Section 73 Consent itself.
	16.2	Nothing in this clause shall fetter the discretion of the Council in determining any planning application for a Section 73 Consent and the appropriate planning obligations required in connection with the determination of the same.
	16.3	To the extent that any of the obligations in this Agreement have already been discharged at the date that a Section 73 Consent is granted they shall remain discharged for the purposes of the Section 73 Consent.
	16.4	The provisions of this clause 16 shall not apply to any Section 73 Consent which necessitates or requires amendments to the substantive terms or obligations of or contained within this Agreement.

	16.5	The Council reserves the right to insist upon the completion of a separate planning obligation by deed of agreement in connection with any Section 73 Consent if the Council (acting reasonably) considers it necessary to do so.	
17	INTEREST		
	17.1	The Owner agrees with the Council and the County Council to pay interest on sums due to the Council and the County Council under this Agreement which become due on the Specified Date but are not paid on the Specified Date, such interest to be payable from the Specified Date until actual payment. The rate of interest shall be 4% above the Bank of England base rate from time to time.	
18	VAT		
	18.1	All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable.	
19	NOTICES		
	19.1	A notice or other communication to be given under or in connection with this deed must be in writing and must be:	
		19.1.1	delivered by hand; or
		19.1.2	sent by prepaid first class post or other next working day delivery service.
	19.2	Any notice or other communication to be given under this deed must be sent to the relevant party as follows:	
		19.2.1	to the Council at: Arun Civic Centre Maltravers Road, Littlehampton, West Sussex BN17 5LF marked for the attention of the Planning Department and quoting the Planning Application number;
		19.2.2	to the County Council at: Monitoring and Records Team, Strategic Planning Division, County Hall, West Street, Chichester, West Sussex, PO19 1RQ quoting the Planning Application number;
		19.2.3	to the Owner at: Taylor Wimpey Southern Counties, Colvedene Court, Wessex Business Park, Colden Common, Hampshire SO21 1WP quoting "The Hedgerows"
			or at such other address as the relevant party shall specify by notice to the other parties
	19.3	Any notice or other communication given in accordance with clause 19.1 and clause 19.2 will be deemed to have been received:	

	19.3.1	if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the address provided that if delivery occurs before 9 am on a Working Day, the notice will be deemed to have been received at 9 am on that day, and if delivery occurs after 5 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9 am on the next Working Day;
	19.3.2	if sent by pre-paid first class post or other next working day delivery service at 9 am on the second Working Day after posting.
	19.4	A notice or other communication given under this deed shall not be validly given if sent by email.
	19.5	This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
20	DISPUTE RESOLUTION	
	20.1	The parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Agreement promptly through negotiations between the respective senior executives of the parties who have authority to settle the same
	20.2	If the matter is not resolved through negotiation the parties will attempt in good faith to resolve the dispute or claim through an Alternative Dispute Resolution ("ADR") procedure as recommended to the parties by the Centre for Dispute Resolution
	20.3	If the matter has not been resolved by an ADR procedure within 28 days of the initiation of such procedure or if either party will not participate in an ADR procedure the dispute may be referred by either party for decision by a person appointed by agreement between the parties or in default of agreement by the President for the time being of the Institute of Civil Engineers who shall act as an expert and not as an arbitrator and whose decision shall be final and binding upon the parties
	20.4	Nothing in clauses 20.1 and 20.2 shall apply to the recovery of liquidated sums or prevent the parties from commencing or continuing court proceedings
21	JURISDICTION	
	21.1	This Agreement is governed by and interpreted in accordance with the law of England and the parties submit to the non-exclusive jurisdiction of the courts of England.

FIRST SCHEDULE

The Owner's Covenants with the Council – Affordable Housing

The Owner agrees with the Council as follows:

1 TO PROVIDE ON-SITE AFFORDABLE HOUSING

- | | |
|-----|--|
| 1.1 | That the Affordable Housing Units shall be provided in accordance with the Affordable Housing Scheme and this First Schedule. |
| 1.2 | Not to Commence the Development until the Affordable Housing Scheme for the Development has been agreed in writing between the Owner and the Council. |
| 1.3 | Not to Occupy more than 80% (eighty percent) of the Market Housing Units on the Development until the Affordable Housing Units have been Provided in accordance with the Affordable Housing Scheme and this First Schedule. |
| 1.5 | To procure that the Affordable Housing Units are completed and (unless otherwise agreed in writing by the Council and subject to paragraph 1.3) Disposed of to an Affordable Housing Provider on terms which ensure that the Affordable Housing Units are and remain bound by the obligations in this Schedule no later than the date on which 80% (fifty percent) of the Market Housing Units are Occupied |
| 1.6 | With effect from the date on which they are completed (and subject to paragraphs 2.4, 3.2 and 4 below) the Affordable Housing Units shall not be Occupied other than by Qualifying Occupiers and for the avoidance of doubt this restriction shall apply not just to the first occupier of any of the Affordable Housing Units but to all subsequent occupiers of them. |
| 1.7 | It is hereby agreed between the Council and the Owner that in the event that the Council approves (or the Owner is legally required to procure) the provision of any new form of affordable supply and/or low cost affordable ownership housing introduced pursuant to any consequential amendments to the NPPF or statute as part of the Intermediate Housing element of the Affordable Housing for the purposes of this Agreement and agrees in writing that those specific Affordable Dwellings can be provided by the Owner (or their successor in title) rather than through an Affordable Housing Provider then any such offer pursuant to paragraph 2 below shall not include said units and any such units do not need to be Disposed of to an Affordable Housing Provider pursuant to paragraph 1.5 but the requirement to complete those Affordable Housing Units prior to the trigger set out in paragraph 1.5 shall continue to be of full force and effect and apply. |

2	MECHANICS OF TRANSFER		
FIRST OFFER			
2.1	In respect of the Affordable Housing Units the Owner shall make an offer to an Affordable Housing Provider which offer shall include:		
	a	a draft sale of land contract	
	b	a draft transfer	
2.2	Such offer ("the First Offer") shall remain open for acceptance for no less than 1 month ("the First Offer Period") from the date of the offer being made		
SECOND OFFER			
2.3	In the event that the First Offer is not accepted within the First Offer Period or in the event that the First Offer is accepted but the Affordable Housing Provider does not enter into a binding contract within 2 months of such acceptance then the Owner shall make a second offer ("the Second Offer") to another Affordable Housing Provider to enter into a contract for the sale of the Affordable Housing not later than 1 month after the expiry of the First Offer Period or the abovementioned 2 month period (as the case may be) and such Second Offer shall consist of the same as the First Offer subject to revisions necessitated by lapse of time and shall remain open for acceptance for no less than 1 month ("the Second Offer Period") from the date of the offer being made		
COMMUTED SUM PAYABLE IF FIRST AND SECOND OFFER ARE NOT IMPLEMENTED			
2.4	In the event that the Second Offer is not accepted within the Second Offer Period or in the event that the Second Offer is accepted but the Affordable Housing Provider does not enter into a binding contract within 2 months of such acceptance then the Owner may:		
	2.4.1	on or before the Occupation of 10 of the Market Housing Units pay to the Council the Affordable Housing Commuted Sum (as defined in paragraph 2.5 below) whereupon once such sum has been paid to the Council the Owner and any successors in title shall be released from the provisions of this Schedule insofar as it relates to all or any of the Affordable Housing Units and the Affordable Housing Units may be sold on the open market as Market Housing Units; or	
	2.4.2	Dispose of all or any of the Affordable Housing Units as Intermediate Units to an Affordable Housing Provider; or	

	2.4.3	Dispose of all or any of the Affordable Housing Units to purchasers nominated through Help to Buy South East at a discount of 20% of the Open Market Value (such discount to be secured in perpetuity).
	2.5	The Affordable Housing Commuted Sum shall be calculated in accordance with the following formula: X multiplied by Y = the Affordable Housing Commuted Sum
	Where:	
	X=	£80,000; and
	Y=	the number of Affordable Housing Units which will not be provided on the Land as part of the Development in accordance with the terms of this Agreement.
NOMINATION RIGHTS		
	2.6	The Affordable Housing Provider shall in seeking to allocate the Affordable Housing Units have regard as far as possible to the following criteria:
	2.6.1	any family association in the District of Arun in accordance with any relevant housing allocation policy;
	2.6.2	any period of ordinary residence in the District of Arun not immediately before the date on which any Affordable Housing Unit becomes vacant;
	2.6.3	any employment opportunity in the District of Arun;
	2.6.4	any other connection with the District of Arun
		but for the avoidance of doubt the satisfaction of such criteria hereof shall be determined by the body responsible for the allocation of the Affordable Housing Units from time to time.
	2.7	To procure that any transfer of Affordable Housing Units to an Affordable Housing Provider will contain the following provisions:
	2.7.1	the grant by the Owner of all rights of access and passage of Services and other rights reasonably necessary to the beneficial enjoyment of those Affordable Housing Units;
	2.7.2	a reservation of all rights of access and passage of Services and other rights reasonably necessary for the benefit of the remainder of the Dwellings on the Land;

	2.7.3	the imposition of such covenants as the Owner shall reasonably require and are consistent with the sale of any Market Housing Unit; and
2.8	The Owner covenants with the Council:	
	2.8.1	in the event of the Owner becomes aware that the Affordable Housing Provider has received notification from any chargee of any breach or alleged breach by the Affordable Housing Provider of any of its obligations under its security, to notify the Council of this as soon as reasonably practicable; and
	2.8.2	in the event of the Owner becomes aware of any notice, order or direction having been served, made or given under the Housing Act 1996 Schedule 1 Part IV that relates to the Affordable Dwellings, to notify the Council of this as soon as reasonably practicable.
2.9	The Owner and the Council hereby agree that:	
	2.9.1	in the event of a default under any security referred to in paragraph 2.8.1 or in other circumstances warranting the intervention of Homes England (whether under the Housing Act 1996 or otherwise) nothing in this First Schedule shall prevent the transfer of the freehold of the Affordable Housing Units or any part of them to another Affordable Housing Provider;
	2.9.2	subject to and without prejudice to the powers and requirements of Homes England under the Housing Act 1996 that in the event of a default under any security referred to in paragraph 2.8.1 the disposal of any interest in the Affordable Housing Units by the chargee in the exercise of its power of sale will not be prevented.
3	FURTHER PROVISIONS	
3.1	Nothing in this Agreement shall be construed as imposing or otherwise implying any obligation on the Council to grant or make available any public subsidy or other financial support (or to assist the Owner in obtaining such public subsidy or other financial support) in respect of the Affordable Housing Units.	
3.2	The provisions of this First Schedule shall cease to bind any of the Affordable Housing Units if in relation to that Affordable Housing Unit:	
	3.2.1	a statutory right to acquire pursuant to the Housing Act 1985 or Housing Act 1996 (or any statutory re-enactment amendment or replacement thereof) has been exercised; or
	3.2.2	it shall have been sold under a Shared Ownership Lease and

		the leaseholder (or its mortgagee) has staircased its ownership under the lease to 100 percent; and
	3.3	In the event of any dispute as to whether any proposed occupier of any Affordable Housing Unit is a Qualifying Occupier the matter shall be determined by the Council (acting reasonably).:
4	Mortgagee in Possession Clause	
	4.1	The affordable housing provisions in this Agreement shall not be binding on a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver)) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT
	4.1.1	such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Units to another registered provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
	4.1.2	if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Units free from the Affordable Housing provisions in this Agreement which shall determine absolutely

SECOND SCHEDULE

The Owner's Covenants with the Council - Contributions

The Owner agrees with the Council as follows:

1 LEISURE POOL CONTRIBUTION

1.1 The Owner covenants with the Council to pay to the Council the Leisure Pool Contribution as follows:

1.1.1 to pay to the Council on or before the Occupation of the 46th (forty-sixth) Dwelling the Leisure Pool Contribution;

1.1.2 not to Occupy or cause or permit the Occupation of the 46th (forty-sixth) Dwelling until the Leisure Pool Contribution has been paid to the Council;

2 SPORTS HALL CONTRIBUTION

2.1 The Owner covenants with the Council to pay to the Council the Sports Hall Contribution as follows:

2.1.1 to pay to the Council on or before the Occupation of the 46th (forty-sixth) Dwelling the Leisure Hall Contribution;

2.1.2 not to Occupy or cause or permit the Occupation of the 46th (forty-sixth) Dwelling until the Leisure Hall Contribution has been paid to the Council;

3 MUGA CONTRIBUTION

3.1 The Owner covenants with the Council to pay to the Council the MUGA Contribution as follows:

3.1.1 to pay to the Council on or before the Occupation of the 46th (forty-sixth) Dwelling the MUGA Contribution

3.1.2 not to Occupy or cause or permit the Occupation of the 46th (forty-sixth) Dwelling until the MUGA Contribution has been paid to the Council;

4 NHS CONTRIBUTION

4.1 The Owner covenants with the Council to pay the NHS Contribution as follows:

4.1.1 to pay to the Council on or before the Occupation of the 46th (forty-sixth) Dwelling the NHS Contribution;

	4.1.2	not to Occupy or cause or permit the Occupation of the 46 th (forty-sixth) Dwelling until the NHS Contribution has been paid to the Council;
5	PLAYING PITCH CONTRIBUTION	
	5.1	The Owner covenants with the Council to pay the Playing Pitch Contribution as follows:
	5.1.1	to pay to the Council on or before Occupation of the 46 th (forty-sixth) Dwelling the Playing Pitch Contribution;
	5.1.2	not to Occupy or permit Occupation of the 46 th (forty-sixth) Dwelling until the Playing Pitch Contribution has been paid to the Council;
6	PUBLIC ART CONTRIBUTION	
	6.1	The Owner covenants with the Council to pay the Public Art Contribution as follows:
	6.1.1	to pay to the Council on or before Occupation of the 46 th (forty-sixth) Dwelling the Public Art Contribution;
	6.1.2	not to Occupy or permit Occupation of the 46 th (forty-sixth) Dwelling until the Public Art Contribution has been paid to the Council;
7	3G PLAYING PITCH CONTRIBUTION	
	7.1	The Owner covenants with the Council to pay the 3G Contribution as follows:
	7.1.1	to pay to the Council on or before Occupation of the 46 th (forty-sixth) Dwelling the 3G Playing Pitch Contribution;
	7.1.2	not to Occupy or permit Occupation of the 46 th (forty-sixth) Dwelling until the 3G Playing Pitch Contribution has been paid to the Council;

THIRD SCHEDULE

The Owner's Covenants with the County Council

The Owner agrees with the County Council:

1 PRIMARY EDUCATION CONTRIBUTIONS

1.1 To pay to the County Council on or before Occupation of the 46th (forty-sixth) Dwelling the Primary Education Contribution;

1.2 Not to Occupy or permit Occupation of the 46th (forty-sixth) Dwelling until the Primary Education Contribution has been paid to the County Council

2 SECONDARY EDUCATION CONTRIBUTIONS

2.1 To pay to the County Council on or before Occupation of the 46th (forty-sixth) Dwelling the Secondary Education Contribution

2.2 Not to Occupy or permit Occupation of the 46th (forty-sixth) Dwelling until the Secondary Education Contribution has been paid to the County Council

3 FURTHER SECONDARY EDUCATION CONTRIBUTION

3.1 To pay to the County Council on or before Occupation of the 46th (forty-sixth) Dwelling the Further Secondary Education Contribution

3.2 Not to Occupy or permit Occupation of the 46th (forty-sixth) Dwelling until the Further Secondary Education Contribution has been paid to the County Council

4 LIBRARY CONTRIBUTION

4.1 To pay to the County Council on or before Occupation of the 46th (forty-sixth) Dwelling the Library Contribution

4.2 Not to Occupy or permit Occupation of the 46th (forty-sixth) Dwelling until the Library Contribution has been paid to the County Council

4 FIRE AND RESCUE SERVICES CONTRIBUTION

4.1 To pay to the County Council on or before Occupation of the 46th (forty-sixth) Dwelling the Fire and Rescue Services Contribution

4.2 Not to Occupy or permit Occupation of the 46th (forty-sixth) Dwelling until the Fire and Rescue Services Contribution has been paid to the County Council

5	HIGHWAY CONTRIBUTION	
5.1	To pay to the County Council on or before Occupation of 46 th (forty-sixth) Dwelling the Highway Contribution	
5.2	Not to Occupy or permit Occupation of the 46 th (forty-sixth) Dwelling until the Highway Contribution has been paid to the County Council	
6	FOOTPATH & CYCLEWAY CONTRIBUTION	
6.1	To pay to the County Council on or before Occupation of the 46 th (forty-sixth) Dwelling the Footpath & Cycleway Contribution	
6.2	Not to Occupy or permit Occupation of the 46 th (forty-sixth) Dwelling until the Footpath & Cycleway Contribution has been paid to the County Council	
7	PUBLIC TRANSPORT CONTRIBUTION	
7.1	To pay to the County Council on or before Occupation of the 46 th (forty-sixth) Dwelling the Public Transport Contribution	
7.2	Not to Occupy or permit Occupation of the 46 th (forty-sixth) Dwelling until the Public Transport Contribution has been paid to the County Council	

FOURTH SCHEDULE

Council Covenants

1	The Council covenants with the Owner as follows:	
1.1	to expend the Leisure Pool Contribution together with any interest accruing thereon only towards the provision or improvement of public swimming pools within the District of Arun	
1.2	to expend the Sports Hall Contribution together with any interest accruing thereon only towards the provision and improvement of public sports halls within the District of Arun.	
1.3	to expend the NHS Contribution together with any interest accruing thereon only by paying it to the CCG for the provision of healthcare facilities within the District of Arun including an extension to the Croft GP Surgery Barnham Road, Eastergate	
1.4	to expend the 3G Playing Pitch Contribution together with any interest accruing thereon only towards the provision of a new 3G pitch facility in the Western Analysis Area within the catchment of Pagham to mitigate the adjusted population for the Development.	
1.5	to expend the MUGA Contribution together with any interest accruing thereon only towards the delivery of a MUGA at Aldingbourne Community Sports Centre or such other site as may be agreed by the Council	
1.6	to expend the Playing Pitch Contribution together with any interest accruing thereon only towards the enhancement of playing pitches in the locality of the site	
1.7	to expend the Public Art Contribution together with any interest accruing thereon only towards the provision of public art within the District of Arun	
1.8	If or to the extent the said Leisure Pool Contribution Sports Hall Contribution 3G Playing Pitch Contribution MUGA Contribution Playing Pitch Contribution and Public Art Contribution shall not have been spent (within ten (10) years of the receipt of the respective contribution for the purposes detailed in this Agreement the Council shall on such date refund to the party that paid the relevant contribution(s) any unexpended sum together with interest thereon from the date of receipt of the relevant contribution(s) to the date of repayment at the base rate of the Bank of England applicable from time to time calculated on a day to day basis.	
1.9	if at the date referred to in clause 1.8 the Council or any person acting on the instruction of the Council shall have entered into a contract or other legally binding obligation to expend the relevant contribution(s) or part thereof for the purpose specified in paragraphs 1.1 to 1.7 then the Council shall not be required to refund any part of the relevant contribution(s) required for that purpose but shall as soon as possible	

		following the completion of the said contract or other legally binding commitment refund any unexpended part of the said contribution(s) in the manner set out in paragraph 1.8 above.
	1.10	that no more than four (4) other planning obligations (including all of those completed since 6 April 2010) provide for or fund or will so provide or fund the specific projects infrastructure or purposes that the Owner covenants to provide for or within this Agreement.

FIFTH SCHEDULE

County Council Covenants

1	The County Council covenants with the Owner as follows:	
1.1		to expend the Library Contribution together with any interest accruing thereon only towards additional equipment for a new Tier 7 facility serving Barnham/Eastergate/Westergate to mitigate the adjusted population for the Development;
1.2		to expend the Fire and Rescue Contribution together with any interest accruing thereon only towards the supply and installation of community link smoke detectors to vulnerable persons homes in West Sussex Fire Services Northern Area serving Aldingbourne;
1.3		to expend any Primary Education Contribution together with any interest accruing thereon only towards the provision of additional equipment at Eastergate Church of England Primary School to mitigate the adjusted population for the Development;
1.4		to expend the Secondary Education Contribution together with any interest accruing thereon only towards fixtures fittings and equipment at phase 1 of a new secondary school for Arun to mitigate the adjusted population for the Development;
1.5		to expend the Further Secondary Education Contribution together with any interest accruing thereon only towards classroom infrastructure at St Phillip Howard Catholic High School Sixth Form to mitigate the adjusted population for the Development;
1.6		to expend the Footpath and Cycleway Contribution together with any interest accruing thereon only towards the construction of the proposed Eastergate to Barnham cycle/pedestrian link.
1.7		to expend the Highway Contribution together with any interest accruing thereon only towards A29 to Barnham Road – Northern Link Road .
1.8		to expend the Public Transport Contribution together with any interest accruing thereon only towards public transport infrastructure improvements (including real time information screens and improved passenger waiting facilities at bus stops close to the site)
1.9		if or to the extent the said Library Contribution Fire and Rescue Services Contribution Secondary Education Contribution Further Secondary Education Contribution Primary Education Contribution Footpath and Cycleway Contribution, Highway Contribution and

		Public Transport Contribution shall not have been spent within ten (10) years of the receipt of the respective contribution for the purposes detailed in this Agreement the County Council shall on such date refund to the party that paid the relevant contribution(s) any unexpended sum together with interest thereon from the date of receipt of the relevant contribution(s) to the date of repayment at the base rate of the Bank of England applicable from time to time calculated on a day to day basis.
	1.10	if at the date referred to in clause 1.7 the County Council or any person acting on the instruction of the County Council shall have entered into a contract or other legally binding obligation to expend the County Council Contributions or part thereof for the purpose specified in paragraphs 1.1 to 1.8 then the County Council shall not be required to refund any part of the County Council Contributions required for that purpose but shall as soon as possible following the completion of the said contract or other legally binding commitment refund any unexpended part of the said County Council Contributions in the manner set out in paragraph 1.7 above.
	1.11	that no more than four (4) other planning obligations (including all of those completed since 6 April 2010) provide for or fund or will so provide or fund the specific projects infrastructure or purposes that the Owner covenants to provide for or within this Agreement.

SIXTH SCHEDULE

Commencement Notice

Pursuant to Clause 4.2 in Planning Obligation Described Below

I advise you that the [Development] described below was commenced on the Start Date stated in this Notice.

Dated this ____ day of ____ 20

Signed _____

On Behalf Of: _____

To:	[1] Head of Planning Services, Arun District Council, Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN17 5LF [DX: 57406] Littlehampton [2] Monitoring and Records Team, Strategic Planning Division, West Sussex County Council, County Hall, Chichester, West Sussex, PO19 1RQ [DX: 157410] Chichester 8
FROM:	
DEVELOPMENT AT:	
NATURE OF DEVELOPMENT:	
PLANNING PERMISSION DATE & REFERENCE	
PLANNING OBLIGATION DATE & PARTIES	
START DATE:	
NUMBER OF DWELLINGS NUMBER OF AFFORDABLE /SOCIAL RENTED AND 1 BEDROOM DWELLINGS	
CONTRIBUTION AMOUNTS DUE	

SEVENTH SCHEDULE

Payment Notice

Payment of Monies due under a Section 106 Planning Obligation/Agreement

Please answer all the questions.

1. Payment to be made by/on behalf of

.....

2. Land at:

.....

3. Agreement dated:

.....

4. Planning application reference number [where applicable]

5. Obligation in Agreement

[a]	clause no.	
[b]	contribution towards	
[c]	amount of contribution due	
[d]	date upon which contribution is due	
[e]	amount of contribution enclosed	
[f]	amount of monitoring sum	

EIGHTH SCHEDULE

List of the Council's Approved Affordable Housing Providers

Provider	Contact and email	Address	Tel. No
Clarion Housing Group	Liz Hills Head of Development (New Projects) [REDACTED]	Upton House 7 Perrymount Rd Haywards Heath West Sussex RH16 3TN	[REDACTED]
The Guinness Partnership	Claudette Rawlinson New Business Manager [REDACTED]	33 East Street Havant Hampshire PO9 1AA	[REDACTED]
The Hyde Group	John Martin [REDACTED]	Telecom House 125-135 Preston Road Brighton East Sussex BN1 6AF	[REDACTED]
Worthing Homes	Damian Haley Development Manager [REDACTED]	Davison House North Street Worthing West Sussex BN11 1ER	[REDACTED]
Stonewater	Jacqueline Burton Development Officer [REDACTED]	Waverley House 115-118 Holdenhurst Road Bournemouth BH8 8DY	[REDACTED]
Saxon Weald	Mona Johansson Programme Manager [REDACTED]	Saxon Weald House 38-42 Worthing Road Horsham West Sussex RH12 1DT	[REDACTED]
Hastoe Housing Association		Marina House 17 Marina Place Hampton Wick Kingston-Upon-Thames Surrey KT1 4BH	[REDACTED]
Aster Group	Edward Till, Development Manager [REDACTED]	Sarsen Court Horton Avenue Devizes SN10 2AZ	[REDACTED]
Arun District Council	Satnam Kaur, Group Head of Residential Services [REDACTED]	Civic Centre, Maltravers Rd, Littlehampton, BN17 5LF	[REDACTED]

SEALED with the COMMON SEAL
of ARUN DISTRICT COUNCIL
in the presence of:



Seal Book No 281/2019

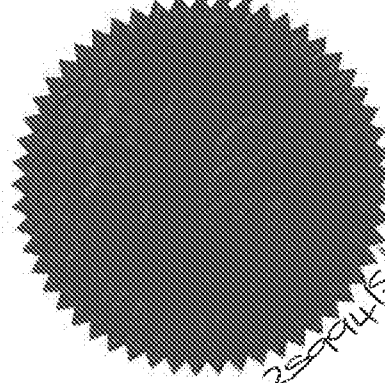
Authorised Signatory
SAULY SOCDEN
CONTRACTS LAWYER



SEALED with the COMMON SEAL
of WEST SUSSEX COUNTY COUNCIL
in the presence of:

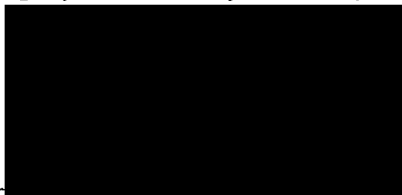
Seal Book No

Authorised Signatory



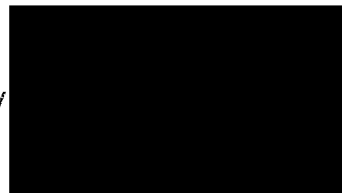
25/04/15/16/19

EXECUTED AS A DEED by
TAYLOR WIMPEY UK LIMITED
acting by its attorneys in the presence
of:



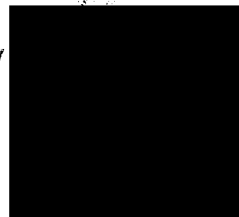
Witness

Attorney



LAURA AUSTIN
ATTORNEY

Attorney



Lisa Gueff
Attorney

Colvedene Court Wessex Business Park
Golden Common Winchester SO21 1NP

**APPENDIX 1
PLAN**



McBains
McBains Ltd
9th Fl, 26 Finsbury Square London EC2A 4HS
+44 (0)20 7356 7000 mcbains.co.uk

Project
LAND AT RYTON NURSERIES - RE-PLAN
EASTERGATE AND WESTERGATE
WEST SUSSEX

Drawing Title
SITE LOCATION PLAN

Drawing / Revision Reference							Date	
NIHRP	MCD	22	22	OR	A	0200	05	13
Project No.	Contract	Task	Subtask	Date	Iteration	Version	Worksheet Path	

Kirstin Kyle

From: [REDACTED]
Sent: 22 November 2019 15:49
To: Kirstin Kyle; Laura Floodgate
Cc: Georgia Hickland
Subject: RE: Taylor Wimpey - Nyton Nursery AL 13 19 PL - S106 Agreement\

Dear Kirstin,

TW happy for you to amend in manuscript.

Kind regards,

Gareth Aubrey
Associate
DAC Beachcroft LLP
[REDACTED]

From: Kirstin Kyle <Kirstin.Kyle@arun.gov.uk>
Sent: 22 November 2019 10:48
To: Aubrey, Gareth [REDACTED]
Cc: Georgia Hickland <[REDACTED]>
Subject: Taylor Wimpey - Nyton Nursery AL 13 19 PL - S106 Agreement\

CAUTION EXTERNAL EMAIL: This Message originated outside the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Dear both

Following a discussion with Gareth, there is an error on the recitals of this deed, the Land Registry Title at 3, should read WSX392894. Please can you give me consent to hand amendment this.

The rest of the deed remains unchanged and fully enforceable.

Thank you

Kind regards

Kirstin

Kirstin Kyle, Trainee Solicitor, Legal Services, Arun District Council | Location: First floor, room 102, Arun Civic Centre, Maltravers Road, Littlehampton, BN17 5LF DX: 57406 Littlehampton
Internal: 37737 | External: +44 (0) 1903 737500 EX 37737 | E-mail: kirstin.kyle@arun.gov.uk

Visit Arun's web site at www.arun.gov.uk



Save the environment - think before you print.

Kirstin Kyle

From: Kirstin Kyle
Sent: 28 November 2019 09:44
To: Kirstin Kyle
Subject: FW: Taylor Wimpey - Nyton Nursery AL 13 19 PL - S106 Agreement (S.106 and Deed of Variation - Land at Nyton Nursery, Nyton Road, Westergate (AL/3/19) (CC805.1639))

Dear Kirstin

Thank you for your email. I give consent for you to hand amend this, but please attach this email to the completed copy of the agreement for future reference and any consent from Taylor Wimpey.

Regards,

Laura Floodgate | Solicitor | West Sussex County Council

Please note that I work part time and my working days are Monday to Wednesday 8am to 4pm.

[REDACTED]
Ema [REDACTED]
Address: Room 202, County Hall, West Street, Chichester, West Sussex, PO19 1RQ. DX: 157410 Chichester 8



*The Legal Services of Brighton and Hove City Council, East Sussex County Council
and West Sussex County Council working in partnership*

From: Kirstin Kyle [mailto:Kirstin.Kyle@arun.gov.uk]
Sent: 22 November 2019 11:28
To: Laura Floodgate
Cc: Georgia Hickland
Subject: Taylor Wimpey - Nyton Nursery AL 13 19 PL - S106 Agreement

Dear Laura

Following a discussion with Gareth, there is an error on the recitals of this deed, the Land Registry Title at 3, should read WSX392894. Please can you give me consent to hand amendment this.

The rest of the deed remains unchanged and fully enforceable.

Thank you

Kind regards

Kirstin