DATED 2 April 2015

(1) ARUN DISTRICT COUNCIL

(2) WEST SUSSEX COUNTY COUNCIL

(3) GARRY PAUL ATKINS AND MAITE ATKINS

(4) HSBC BANK PLC

AGREEMENT

Under Section 106 of the Town and Country Planning Act 1990

relating to land at Pound Place, Roundstone Lane, Angmering, Littlehampton BN16 4AL

PLANNING APPLICATION REFERENCE – A/154/14/OUT

SHOOSMITHS

Shoosmiths LLP
Russell House
1550 Parkway
Solent Business Park, Whiteley
Fareham
Hampshire

[redacted]

THIS AGREEMENT is made on 2015

BETWEEN:

1. **ARUN DISTRICT COUNCIL**, of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN17 5LF (the **"District Council"**);

2. **WEST SUSSEX COUNTY COUNCIL**, of County Hall, West Street, Chichester, West Sussex, PO19 1RG (the **"County Council"**);

3. **GARRY PAUL ATKINS AND MAITE ATKINS** of Pound Place, Roundstone Lane, Angmering, West Sussex BN16 4AL (the **"Owner"**)

4. **HSBC BANK PLC** (Co. Reg No 14259) of Mortgage Service Centre, P O Box 6308 Coventry CV3 9LB (the "**Lender**")

BACKGROUND

(A) For the purposes of the 1990 Act, the District Council is the local planning authority for the area within which the Site is located and the person who is entitled to enforce the obligations contained in this Agreement.

(B) The County Council is the local highway authority and local education authority for the purposes of the 1980 Act and the Education Acts respectively for the area within which the Site is located.

(C) The Owner is the freehold owner of the Site free from encumbrances that would prevent the Owner entering into this Agreement subject to the Charge.

(D) On 28 January 2015 the District Council's planning committee resolved to grant the Planning Permission subject, among other things, to the completion of this Agreement.

The parties agree as follows:

1 DEFINITIONS

In this Agreement the following definitions apply:

"1980 Act"	the Highways Act 1980;
"1990 Act"	the Town and Country Planning Act 1990;
"Affordable Housing"	means housing which is rented or sold (including an equity share in whole or part) below market levels by means of public or private subsidies such that it can be afforded by those whose incomes are insufficient for them to afford adequate housing locally on the open market.
"Affordable Housing Provider (AHP)"	means either one or a combination of: (a) a body registered as a provider of social housing with the Social Housing Regulator under Part 2 of the Housing and Regeneration Act 2008 or such other class of body approved by the District Council as may be constituted under any legislation replacing that provision; or

	(b) an unregistered provider of social housing approved by the District Council or such other body or organisation approved by the District Council whose main object is the provision of Affordable Housing Units;
"Affordable Housing Scheme"	means a scheme for the provision of Affordable Housing Units which shall include the following provisions: (a) allocates no less than 30% (thirty per cent) of the Dwellings as Affordable Housing Units; and (b) provides the Affordable Housing Units in accordance with the Affordable Housing Tenure Mix; and (c) provides for the construction of the Affordable Housing Units in a mix of cluster sizes PROVIDED THAT each cluster size shall not exceed 10 Affordable Housing Units, (unless otherwise agreed with the District Council); and (d) identifies the location of the Affordable Housing Units; and (e) identifies the size and housing type of the Affordable Housing Units; (f) utilises design techniques an objective of which is, inter alia, that the Affordable Housing Units should be materially indistinguishable (in terms of outward design and appearance) from the Open Market Units of similar size; and (g) provides that a minimum of 10% of the Affordable Housing Units shall comply with the standards set out in the Lifetimes Homes Standard as last revised on 5 July 2010;
"Affordable Housing Tenure Mix"	a mix of tenure type whereby 80% (eighty per cent) of the Affordable Housing Units shall be provided as Affordable Rent Units and the remaining 20% (twenty percent) of the Affordable Housing Units shall be Shared Ownership Units, unless otherwise agreed with the District Council
"Affordable Housing Units"	the Dwellings which shall be provided as Affordable Housing on the Site pursuant to the Affordable Housing Scheme ;
"Affordable Rent Units"	means dwellings which are let by an AHP to households who are eligible for social rented housing where the rent is not subject to the National Rent Regime but is subject to other rent controls that require a rent inclusive of service charge of no more than 80% of the local open market rent payable for similar Dwellings within the district of Arun
"All Requisite Consents"	all requisite consents orders agreements authorisations licences and permissions required to implement a scheme;

"Artificial Turf Pitches Contribution"	the sum of £988.44 (nine hundred and eighty eight pounds and forty-four pence);
"Base Rate"	means the base rate from time to time of Barclays Bank PLC;
"Charge"	means the registered Charge in favour of the Lender as set out in the Charges Register of the Title Number WSX271065
"Commencement of Development"	the date on which any material operation (as defined in Section 56(4) of the 1990 Act) forming part of the Development is carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements, the provision of the pumping station and rising main, the remodelling of ground levels in accordance with the approved flood defence and SUDS strategy, the provision of contractors' offices and compounds and "Commence Development" shall be construed accordingly;
"Commuted Sum"	the sum of £8290 for the maintenance of the open space/green space/landscaping/retention pond and associated landscaping.
"Default Interest"	means 3% per annum above the Base Rate;
"Development"	the development of the Site authorised by the Planning Permission;
"Dwelling"	any dwelling to be constructed pursuant to the Planning Permission, comprising both Open Market Units and Affordable Housing Units and "Dwellings" shall be construed accordingly;
"Education Acts"	has the meaning given to it in section 578 of the Education Act 1996;
"Fire and Rescue Service Contribution"	the sum to be paid in accordance with paragraph 5 of the Third Schedule of this Agreement being a contribution towards the provision of fire service infrastructure (excluding fire hydrants) in the vicinity of the Land to serve the additional needs of the community generated by the Development;
"Healthcare Contribution"	the sum of £8,242.98 (Eight thousand two hundred and forty two pounds and ninety eight pence) being a financial contribution towards the cost of improvements to the Angmering Medical Centre;

"Index"	means either (a) the Retail Prices Index (RPI) published by the Office for National Statistics in the case of the financial contributions payable to the District Council or (b) the All Construction Tender Price Index published as National Statistics by the Department for Business, Innovation and Skills (BCIS) in the case of contributions payable to the County Council;
"Index Linked"	means increased in accordance with the following formula such indexation shall only be applied in circumstances where the Index at the date of payment stands at a higher level than it did at the date of the Planning Permission A x (C/B) Where: A = the contribution amount B = means either (a) the last Index figure published prior to the grant of Planning Permission in the case of contributions payable to the District Council or (b) the figure for March 2015 in the case of contributions payable to the County Council C = the last Index figure published prior the date that payment of the relevant contribution has been made
"Library Contribution"	the sum payable in accordance with paragraph 3 of the Third Schedule of this Agreement being a financial contribution towards the costs of providing the additional library infrastructure required to accommodate the extra demands for library services that would be generated by the Development
"Local Highway Improvements"	means the following works: • £4000 towards increasing cycle parking capacity at Angmering Railway Station; and • £8450 towards enhancement of Honey Lane
"Local Highway Improvements Contribution"	the sum payable in accordance with paragraph 4 of the Third Schedule of this Agreement being a financial contribution to be paid to the County Council to be used towards the cost of providing the Local Highway Improvements;
"Local Play Area Contribution"	the sum equal to £1000 x the total number of Dwellings comprised within the Development (as determined pursuant to a reserved matter application submitted and approved in accordance with the Planning Permission;
"Monitoring Sum"	the sum of £700 (seven hundred pounds);

"NPPF"	means the National Planning Policy Framework together with any subsequent provisions which either replace or supercede the National Planning Policy Framework;
"Occupation"	means occupation of any Dwelling comprised within the Development for residential purposes which shall not include any use of a Dwelling for sales and marketing purposes and Occupy and Occupied shall be construed accordingly;
"Open Market Units"	means those Dwellings for sale lease or other disposal on the open market and excluding the Affordable Housing Units;
"Open Space Scheme"	a scheme which (a) contains the design and detailed specification of the Public Open Space to be provided as part of the Development; and (b) specifies the manner in which the Public Open Space shall be provided including the details for the laying out, servicing and planting that is required in order to complete the provision of the Public Open Space; and (c) details how the Public Open Space will be managed and maintained after it has been completed;
"Plan"	followed by a number means the plan attached to this Agreement at Appendix 4 and so marked
"Planning Application"	an application for planning permission for the carrying out of the Development carrying the reference A/51/14/OUT;
"Planning Permission"	the planning permission granted pursuant to the Planning Application substantially in the form set out in the First Schedule;
"Primary Education Contribution"	the sum payable in accordance with paragraph 1.9 of the Third Schedule of this Agreement being a financial contribution towards the cost of providing the additional education infrastructure required to accommodate the extra demands for primary education services that would be generated by the Development;
Public Art Contribution	the sum of £1,050 (one thousand and fifty pounds);
"Public Open Space"	the open space to be provided as part of the Development which shall (unless otherwise agreed with the District Council in writing) include – I. 1000 sqm of open space/green space/landscaping/retention pond and associated landscaping;

"Secondary Education Contribution"	the sum payable in accordance with paragraph 1.1 of the Third Schedule of this Agreement being a financial contribution towards the cost of providing the additional education infrastructure required to accommodate the extra demands for secondary education services that would be generated by the Development;
"Shared Ownership Units"	means an Affordable Housing Unit in respect of which a Lease is granted at a premium representing a percentage of the open market value of that Dwelling and subject to a rent payable in respect of a retained equity percentage
"Site"	the land shown edged in red on Plan 1 being land at Pound Place, Roundstone Lane, Angmering, Littlehampton BN16 4LA which is registered at HM Land Registry under Title Number WSX271065;
"Sixth Form Education Contribution"	the sum payable in accordance with paragraph 1.5 of the Third Schedule of this Agreement being a financial contribution towards the cost of providing the additional education infrastructure required to accommodate the extra demands for sixth form education services that would be generated by the Development;
"Sports Halls and Community Buildings Contribution"	the sum of £8,013 (Eight thousand and fourteen pounds);
"Sports Pitches Contribution"	the sum of £36,000 (thirty six thousand pounds) to be paid to the District Council in accordance with paragraph 8 of Schedule Two this Agreement being a contribution towards two sports pitches, a car park and pavilion/ changing rooms in Angmering;
"Strategic Highway Contribution"	the sum of £113,774.58 (one hundred and thirteen thousand seven hundred and seventy four pounds and fifty eight pence) being a financial contribution towards the cost of providing the Strategic Highway Improvements;
"Strategic Highway Improvements"	the following schemes to be delivered by the County Council using the Strategic Highway Contribution: (i) traffic calming works along Roundstone Lane identified in the "Residential Developments, Angmering, Transport Assessment Addendum" Paul Basham Associates January 2014;and (ii) strategic highway improvement works to be undertaken to the A259 Junction 11 identified in the "A259 Route Improvement Study" Parsons Brinkerhoff, February 2013 consisting of entry widening, dualling and roundabout enlargement.
"Swimming Pools Contribution"	the sum of £4,916(four thousand nine hundred and sixteen pounds).

2 CONSTRUCTION OF THIS DEED

2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.

2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.

2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally.

2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.

2.6 Subject to clause 4, references to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the District Council and County Council the successors to their respective statutory functions.

2.7 The headings are for reference only and shall not affect construction.

3 LEGAL BASIS

3.1 This Deed is made pursuant to Section 106 of the 1990 Act and Section 1 of the Localism Act 2011.

3.2 Subject to the terms of this Deed, the covenants, restrictions and obligations contained in this Deed are planning obligations for the purposes of Section 106 of the 1990 Act and are entered into by the Owner with the intention that they bind the interests held by the Owner in the Site and its successors in title and assigns.

3.3 The covenants, restrictions and obligations contained in this Deed are enforceable by the District Council and the County Council as appropriate in accordance with Section 106 of the 1990 Act.

4 EXCLUSIONS OF LIABILITY

4.1 Notwithstanding any other provision of this Deed, the obligations under this Deed shall not be binding upon or enforceable against:

4.1.1 any mortgagee of any tenant or person to whom an Affordable Housing Provider grants a shared ownership lease or any receiver appointed by such mortgagee or any person deriving title through any such mortgagee or receiver; or

4.1.2 any person to whom a shared ownership lease of an Affordable Housing Unit is granted; or

4.1.3 any person who has acquired either a reversionary interest or a new lease in an Affordable Housing Unit pursuant to the terms of a shared ownership lease; or

4.1.4 any Affordable Housing Provider (save in relation to obligations, undertakings and liabilities in respect of the Affordable Housing Units as set out in paragraph 1 of the Second Schedule) or any mortgagee, chargee or receiver appointed by a mortgagee or chargee, or any successors in title to such mortgagee, chargee or receiver of an Affordable Housing Provider, save in relation to the obligations set out in paragraph 1 of the Second Schedule; or

4.1.5 any statutory undertaker or other person who acquires any part of the Site or interest therein for the purpose of the supply of electricity, gas, water, drainage, telecommunication services or public transport services.

4.2 Notwithstanding any other provision of this Deed, no purchasers, mortgagees, chargees, lessees or occupiers of any Dwelling shall be responsible forany obligations, undertaking and liabilities under this Deed.:

4.2.1 any financial obligations payable under this Deed; and/or

4.2.2 any obligations, undertakings and liabilities in respect of the Affordable Housing Units (save those obligations set out in paragraphs 1.8 and 1.11 of the Second Schedule); and/or

4.2.3 any obligations, undertakings and liabilities in relation to the construction of the Highway Works; and/or

4.2.4 any obligations, undertakings and liabilities in relation to the provision and/or maintenance of Public Open Space or any other land or facility required by this Deed; and/or

4.2.5 without prejudice to the other provisions of this clause 4.2, any obligations, undertaking and liabilities under this Deed unless and until the provisions of clause 4.3 have been complied with.

4.3 No purchasers, mortgagees, chargees, lessees or occupiers of any Dwelling shall have any liability under this Deed unless:

4.3.1 notice of any default is first given by or on behalf of the District Council or the County Council (as the case may be) to the Owner or its successors in title to the Site (not being purchasers, mortgagees, chargees, lessees or occupiers of any Dwelling) requiring that such default is remedied and setting out a reasonable timeframe to remedy the default, and

4.3.2 the Owner or its successors in title as aforesaid (as the case may be) fails to remedy such default within the timeframe set out in the notice given pursuant to clause 4.3.1

4.4 No person or company shall be liable for any breach of this Deed after he or it shall have parted with all interest in the Site or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest

5 CONDITIONALITY

5.1 Clauses 1, 2, 3, 4, 5, 9, 10, 11, 12, 13, 14, 15, 16, 18 and 19 shall come into effect immediately on the completion of this Agreement.

5.2 Clause6, 7, 8 and 17 are conditional and shall come into effect on the grant of the Planning Permission.

6 THE OWNER'S COVENANTS

6.1 The Owner covenants with the District Council to observe and perform the covenants, obligations, agreements and restrictions set out in the Second Schedule.

6.2 The Owner covenants with the County Council to observe and perform the covenants obligations and agreements set out in the Third Schedule.

6.3 The Owner covenants with the District Council and the County Council not to Commence or permit the Commencement of Development until it has first served a notice of Commencement of Development on both the District Council and the County Council not less than 28 days prior to such commencement.

6.4 The Owner covenants with the District Council and the County Council not to Occupy or permit the Occupation of the Development until it has first served a notice on the District Council and the County Council specifying the date on which first Occupation of the Development will begin.

7 THE DISTRICT COUNCIL'S COVENANTS

The District Council covenants with the Owner to observe and perform the obligations and agreements on its part set out in the Second Schedule and the Fourth Schedule.

8 THE COUNTY COUNCIL'S COVENANTS

The County Council covenants with the Owner to observe and perform the covenants, obligations and agreements on its part set out in the Fifth Schedule.

9 MISCELLANEOUS

9.1 The Owner shall pay to the District Council and the County Council on completion of this Deed the reasonable legal and administrative costs of the District Council and the County Council respectively incurred in the negotiation, preparation and execution of this Deed ~~[figure tbc]~~ (£2,500 District Council, £1,000 County Council) (inclusive of VAT)

9.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

9.3 This Deed shall be registerable as a local Land charge by the District Council.

9.4 Where the Deed, agreement, approval, consent or expression of satisfaction is required by the Owner from the District Council or County Council under the terms of this Deed such Deed, agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such Deed, agreement, consent, approval or expression of satisfaction shall be sufficiently given if given on behalf of:

(a) the District Council by the Assistant Director of Planning and Housing Strategy;

(b) the County Council by the County Director and

or, in either case, the successor in office to the role currently vested in the Assistant Director of Planning and Housing Strategy or the County Director, as the case may be.

9.5 Any notice to be given under this Deed must be in writing and must be:

9.5.1 delivered by hand; or

9.5.2 sent by first class post or other next working day delivery service.

9.6 A notice given under this Deed shall not be validly given if sent by fax or e-mail.

9.7 Any notices shall be deemed to have been properly served if sent by first class post to the principal address or registered office (as appropriate) of the relevant party.

9.8 Insofar as any clause or clauses of this Deed are 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 Deed.

9.9 This Deed 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 Owners) it is modified by any statutory procedure or expires prior to the Commencement of Development.

9.10 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the District Council and the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.

9.11 Nothing in this Deed shall be construed as prohibiting or limiting any right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted by the Council or by the Secretary of State upon appeal or reference to him after the date of this Deed.

9.12 On the written request of the Owner at any time after each or all of the obligations have been performed or otherwise discharged, the Council or the County Council, as appropriate, will issue a written confirmation of such performance or discharge.

9.13 Following the performance and full satisfaction of all the terms of this deed or if this deed is determined pursuant to clause 9.9, the Council will on the written request of the Owner cancel all entries made in the local land charges register in respect of this deed.

10 WAIVER

No waiver (whether expressed or implied) by the District Council or the County Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the District Council or the County Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

11 OWNERSHIP

11.1 The Owner warrants that no person other than the Owner has any legal or equitable interest in the Site save those referred to on the Land Registry's Charges Register for the Site.

12 CHANGE IN OWNERSHIP

The Owner agrees with the District Council to give the District Council and the County Council notice of any change in ownership of any of its interests in the Site (other than any change in ownership arising as a result of the disposal of a Dwelling) occurring before all the obligations under this Deed have been discharged such notice to give details of the disponee's full name and registered office (if a company or usual address if not) together with the area of the Site disposed of by reference to a plan.

13 INDEXATION

13.1 Unless there is an express provision to the contrary, any sum referred to in this Deed shall be Index Linked from the date that the Planning Permission is granted until the date of payment PROVIDED THAT this clause shall not apply to

13.1.1 The Commuted Sum or the contributions to be made to the County Council pursuant to any or all of the provisions of the Third Schedule; or

13.1.2 any repayment by the District Council or the County Council pursuant to clause 15.

13.2 Where reference is made to an index (including the Index, for the avoidance of doubt) and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this Deed) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the District Council or the County Council shall advise the Owner in writing

14 INTEREST

If any payment due under this Deed is paid late, Default Interest will be payable from the date payment is due to the date of payment.

15 PAYMENT AND CALCULATION OF CONTRIBUTIONS

15.1 Payment of each contribution referred to in this Deed shall be made on the basis that that contribution shall only be applied by the authority receiving payment towards the purpose specified in the relevant Schedule to this Deed for which the contribution in question has been so paid PROVIDED THAT if the whole or any part of any such contribution as is payable to the District Council has not been expended for such purpose (or is otherwise not committed to be expended pursuant to a legally binding obligation) at the expiration of the period of 10 (ten) years from receipt of payment of that contribution or the last instalment of that contribution (as the case may be) the unexpended balance of the contribution shall be repaid as soon as reasonably practicable to the person who paid the contribution following a request in writing to the District Council

15.2 All payments of the contributions referred to in this Deed shall be sent to the payee with a notice of payment and shall be accompanied by a calculation showing how the contribution has been calculated.

16 VALUE ADDED TAX

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

17 MONITORING

17.1 The Owner shall pay to the District Council the Monitoring Sum on or before Commencement of Development.

17.2 Prior to the Commencement of Development the Owner shall appoint and retain until the last obligation on the part of the Owner contained in the Second Schedule or the Third Schedule has been performed or discharged (as appropriate) a coordinator ("the Development Coordinator") and shall procure that the Development Coordinator performs the duties and functions set out in clauses 17.3, 17.4 and 17.5.

17.3 The Development Coordinator shall act as a single point of contact with the District Council and the County Council and shall for the purposes of facilitating the proper monitoring and performance of the obligations set out in this Deed, act on behalf of all those companies and persons engaged in carrying out the Development.

17.4 The Development Coordinator shall provide a Monitoring Report to the District Council and the County Council at 3 monthly intervals.

17.5 The Development Coordinator shall upon reasonable notice from the District Council or the County Council attend such meetings as the District Council or the County Council may reasonably request for the purposes of monitoring the performance of the obligations set out in this Deed.

18 DISPUTE PROVISIONS

18.1 In the event of any dispute or difference arising between any of the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England to such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.

18.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 18.1 or as to the appropriateness of the professional body then such question may be referred by either party to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.

18.3 Any expert howsoever appointed shall be subject to the express requirement that a decision is reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representation.

18.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within twenty working days or such other period as the parties shall agree of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further twenty working days or such other period as the parties shall agree.

18.5 The provisions of this clause shall not affect the ability of the District Council or County Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum or damages.

19 JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

20 DELIVERY

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

21 LENDERS CONSENT

The Lender consents to the Owner entering into this Deed and acknowledges that this Deed binds the site. The Lender shall only be liable for any breach of this Deed if it has itself caused the breach whilst mortgagee in possession.

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

FIRST SCHEDULE

Draft planning permission

Town & Country Planning Act 1990 (as amended)
Town & country Planning (Development Management Procedure) (England) Order 2010 (as amended) - Article 4

Application for Outline Consent
DECISION NOTICE

Application [illegible]

DRAFT

1 **To Addressee**

Lewis & Co Planning
2 Port Hall Road
Brighton
East Preston
United Kingdom
BN1 5PD

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2 **Site Address**

Pound Place
Roundstone Lane

BN16 4AL

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3 **Description of Development**

Outline Application for the erection of 18 No. dwellings

4

1 The permission hereby granted is an outline permission under Article 3(1) of the Town and Country Planning (General Development Procedure) Order 1995 and an application for the approval of the Local Planning Authority to the following matters must be made not later than the expiration of 3 years beginning with the date of this permission:-

(a) Means of Access;
(b) Layout;
(c) Scale;
(d) Appearance;
(e) Landscaping.

Reason: To enable the Local Planning Authority to control the development in detail and to comply with Section 92 of the Town and Country Planning Act 1990 (as amended).

2 The development hereby permitted shall be begun either before the expiration of 5 years from the date of this permission, or before expiration of 2 years from the date of approval of the last of the reserved matters to be approved, whichever is the later.

Reason: To enable the Local Planning Authority to control the development in detail and to comply with Section 92 of the Town and Country Planning Act 1990 (as amended).

3 The development hereby approved shall be carried out in accordance with the following approved plans:

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- Location Plan
- Site Plan - Drawing No. 2.01

Reason: For the avoidance of doubt and in the interests of amenity and the environment in accordance with policy GEN7 of the Arun District Local Plan.

4 No development shall be carried out unless and until a schedule of materials and finishes to be used for external walls and roofs of the proposed buildings have been submitted to and approved by the Local Planning Authority. A 'statement of detail' shall be submitted setting out details of proposed windows and doors, details of the depth of recess/reveal from the brickwork, sills and lintels, brick bonding, brick detailing, eaves detailing and rainwater goods. The materials and 'statement of details' so approved shall be used in the construction of the buildings.

Reason: To enable the Local Planning Authority to control the development in details in the interests of amenity by endeavouring to achieve buildings of visual quality in accordance with policy GEN7 of the Arun District Local Plan.

5 (a) Prior to the commencement of development or other operations being undertaken on site a scheme for the protection of the retained trees produced in accordance with BS5837:2012 (Trees in relation to design, demolition and construction: Recommendations), which provides for the retention and protection of trees, shrubs and hedges to be retained on or adjacent to the site, including trees which are the subject of a Tree Preservation Order currently in force, shall be submitted to and approved in writing by the Local Planning Authority. No development or other operations shall take place except in complete accordance with the approved protection scheme.

(b) No operations shall be undertaken on site in connection with the development hereby approved (including any tree felling, tree pruning, demolition works, soil moving, temporary access construction and / or widening or any operations involving the use of motorised vehicles or construction machinery) until the protection works required by the approved protection scheme are in place.

(c) No excavations for services, storage of materials or machinery, parking of vehicles, deposit or excavation of soil or rubble, lighting of fires or disposal of liquids shall take place within any area designated as being fenced off or otherwise protected in the approved protection scheme.

(d) Protective fencing shall be retained intact for the full duration of the development hereby approved and shall not be removed or repositioned without the prior written approval of the Local Planning Authority.

Reason: To ensure the continued well-being of the trees in the interests of the amenity of the locality.

6 No part of the development shall be first occupied until provision has been made within the site in accordance with plans and details to be submitted to and approved by the Local Planning Authority to prevent surface water draining onto the public highway.

Reason: In the interests of road safety.

7 No part of the development shall be first occupied until the car parking spaces have been constructed in accordance with plans and details submitted to and approved in writing by the Local Planning Authority. These spaces shall thereafter be retained at all times for their designated use.

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Reason: To provide car-parking space for the use.

8 The garage buildings shall be used only as private domestic garages for the parking of vehicles incidental to the use of the properties as dwellings and for no other purposes.

Reason: To ensure adequate off-street provision of parking in the interests of amenity and highway safety.

9 No part of the development shall be first occupied until the roads, footways, and casual parking areas serving the development have been constructed, surfaced and drained in accordance with plans and details to be submitted to and approved by the Local Planning Authority.

Reason: To secure satisfactory standards of access for the proposed development.

10 No development shall take place, including any works of demolition, until a Construction Management Plan has been submitted to and approved in writing by the Local Planning Authority. Thereafter the approved Plan shall be implemented and adhered to throughout the entire construction period. The Plan shall provide details as appropriate but not necessarily be restricted to the following matters,

- the anticipated number, frequency and types of vehicles used during construction,
- the method of access and routing of vehicles during construction,
- the parking of vehicles by site operatives and visitors,
- the loading and unloading of plant, materials and waste,
- the storage of plant and materials used in construction of the development,
- the erection and maintenance of security hoarding,
- the provision of wheel washing facilities and other works required to mitigate the impact of construction upon the public highway (including the provision of temporary Traffic Regulation Orders),
- details of public engagement both prior to and during construction works.
- building, engineering and other operations to be carried out only between the hours of 0800 and 1800 Monday to Friday, 0800 to 1300 Saturdays and shall not be carried out at any time on Sundays or Public Holidays;

Reason: In the interests of highway safety and the amenities of the area.

11 No part of the development shall be first occupied until a Travel Plan has been submitted to and approved in writing by the Local Planning Authority. The Travel Plan once approved shall thereafter be implemented as specified within the approved document. The Travel Plan shall be completed in accordance with the latest guidance and good practice documentation as published by the Department for Transport or as advised by the Highway Authority.

Reason: To encourage and promote sustainable transport.

12 Development shall not commence until a programme of archaeological work has been implemented in accordance with a written Archaeological Mitigation Strategy document to be submitted to and approved by the Local Planning Authority. The Mitigation Strategy shall include commitments to:

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- carry out on site archaeological investigation in accordance with an agreed project design;
- preserve in situ and intact non-designated archaeological heritage assets that are demonstrably of equivalent significance to scheduled monuments (with reference to Historic Environment guidance in Paragraphs 132, 133 and 139 of the National Planning Policy Framework (March 2012));
- fully investigate, record, analyse and report, to a specification to be submitted to and approved by the Local Planning Authority, and to a standard proportionate to their significance, archaeological heritage assets that unavoidably will be affected adversely by development-related ground excavations;
- prepare and implement satisfactory procedures to communicate the findings of archaeological investigation to the local community.

Reason: To ensure the archaeological interests of the site are protected.

13 Prior to the commencement of development, a strategy for the provision of the highest available headline speed of broadband provision to future occupants of the site shall be submitted to and approved in writing by the Local Planning Authority. The strategy shall take into account the timetable for the delivery of "superfast broadband" (defined as having a headline access speed of 24Mb or more) in the vicinity of the site (to the extent that such information is available). The strategy shall seek to ensure that upon occupation of a dwelling, the provision of the highest available headline speed of broadband service to that dwelling from a site-wide network is in place and provided as part of the initial highway works and in the construction of frontage thresholds to dwellings that abut the highway. Unless evidence is put forward and agreed in writing by the Local Planning Authority that technological advances for the provision of a broadband service for the majority of potential customers will no longer necessitate below ground infrastructure, the development of the site shall be carried out in accordance with the approved strategy.

Reason: To ensure suitable provision for all potential occupiers in accordance with paragraph 42 of the NPPF.

14 The landscape details referred to in Condition 1 shall include details of all existing trees and hedgerows on the land indicating which are to be retained and which removed. Development shall be carried out in accordance with the approved details. No hedge or tree shall be felled, uprooted or otherwise removed before, during or after the construction period except where removal is indicated on a plan approved by the local planning authority.

Reason: In the interest of amenity and the environment of the development in accordance with policy GEN7 of the Arun District Local Plan.

15 The landscape details referred to in Condition 1 shall include full details of the position, design, materials, height and type of boundary treatment to be provided. The boundary treatment shall be provided to each dwelling before the dwelling is occupied or in accordance with the approved phasing plan. Development shall be carried out in accordance with the approved details.

Reason: In the interest of amenity and the environment of the development in accordance with policy GEN7 of the Arun District Local Plan.

16 The landscape details referred to in Condition 1 shall include a landscape management plan, including long term design objectives, management responsibilities and maintenance schedules for all landscape areas other than privately owned domestic gardens. The landscape management plan shall be implemented in accordance with the approved details.

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Reason; In the interest of amenity and the environment of the development in accordance with policy GEN7 of the Arun District Local Plan.

17 At least 10% of the energy supply of the development shall be secured from decentralised and renewable or low-carbon energy sources. Details and a timetable of how this is to be achieved, including details of physical works on site, shall be submitted to and approved in writing by the local planning authority [as a part of the reserved matters submissions required by condition 1]. The approved details shall be implemented in accordance with the approved timetable and retained as operational thereafter, unless otherwise agreed in writing by the local planning authority.

Reason: In order to seek to achieve high levels of energy efficiency in accordance with the aims of the NPPF.

18 Construction of the development shall not commence until details of the proposed means of foul water sewerage disposal have been submitted to, and approved in writing by the Local Planning Authority in consultation with Southern Water. No dwelling shall be occupied until works for the disposal of sewage have been fully implemented in accordance with the approved details.

Reason: To ensure that the proposed development is satisfactorily drained in accordance with policies GEN7 and GEN9 of the Arun District Council Local Plan.

19 Development shall not commence until full details of the proposed surface water drainage scheme have been submitted to and approved in writing by the Local Planning Authority.

The design should follow the hierarchy of preference for different types of surface water drainage disposal systems as set out in Approved Document H of the Building Regulations, the recommendations of the SUDS Manual produced by CIRIA.

Winter groundwater monitoring to establish highest annual ground water levels and Percolation testing to BRE 365, or similar approved, will be required to support the design of any Infiltration drainage.

No building shall be occupied until the complete surface water drainage system serving the property has been implemented in accordance with the agreed details.

Reason : To ensure that the proposed development is satisfactorily drained in accordance with policies GEN7 and GEN9 of the Arun District Council Local Plan.

20 Development shall not commence until full details of the maintenance and management of the SUDs system is set out in a site-specific maintenance manual and submitted to, and approved in writing, by the Local Planning Authority. The manual is to include details of financial management and arrangements for the replacement of major components at the end of the manufacturers recommended design life. Upon completed construction of the SuDs System, the owner or management company shall strictly adhere to and implement the recommendations contained within the manual.

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Reason: To ensure the efficient maintenance and on going operation of the SuDs system and to ensure [illegible] be [illegible] in line with guidance set out in 'The SuDs Manual' CIRIA publication ref. C697 Chapter 22.

21 No dwelling shall be occupied until refuse and recycling bins have been provided and space has been laid out for the storage in relation to that dwelling in accordance with details that shall have been submitted to and approved in writing by the local planning authority. Thereafter these areas shall not be used for any purpose other than the storage of refuse and recycling bins.

Reason: In the interests of the amenity of occupiers of nearby properties in accordance with Arun District Local Plan policy GEN7.

22 Prior to the first occupation of any dwelling, a verification report demonstrating completion of the works set out in the approved remediation strategy and the effectiveness of the remediation shall be submitted to and approved, in writing, by the local planning authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met. It shall also include any plan (a "long-term monitoring and maintenance plan") for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action, as identified in the verification plan, and for the reporting of this to the local planning authority.

Reason: To ensure that the development complies with approved details in the interests of protection of the environment and prevention of harm to human health in accordance with policies GEN7 of the Arun District Local Plan.

23 The details referred to in condition 1 shall include details of the materials/external surfaces of the buildings, surfaces for roads/footpaths, earth remodelling, means of enclosure and the parking of vehicles. Development shall be carried out in accordance with the approved details unless otherwise agreed with the local planning authority.

Reason: To enable the local planning authority to control the development in detail in the interests of amenity in accordance with policy GEN7 of the Arun District Local Plan.

24 Garages provided on the site shall measure a minimum of 6m x 3m internally.

Reason: To ensure that adequate and satisfactory provision is made for the parking (and garaging) of vehicles clear of all highways in accordance with policy GEN7 of the Arun District Local Plan.

25 No development shall take place until details of measures taken to provide pedestrian and cycle linkages between the application site and the proposed development A/82/12/ and A/135/12 have been submitted to and been approved in writing by the Local Planning Authority.

Reason: In the interests of highway safety.

INFORMATIVE: Section 59 of the 1980 Highways Act - Extra-ordinary Traffic

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The applicant is advised to enter into a Section 59 Agreement under the 1980 Highways Act, to cover the increase in extraordinary traffic that would result from construction vehicles and to enable the recovery of costs of any potential damage that may result to the public highway as a direct consequence of the construction traffic. The Applicant is advised to contact the Highway Officer (01243 642105) in order to commence this process.

INFORMATIVE: Section 278 Agreement of the 1980 Highways Act - Works within the Highway

The applicant is advised to enter into a legal agreement with West Sussex County Council, as Highway Authority, to cover the off-site highway works. The applicant is requested to contact The Implementation Team Leader (01243 642105) to commence this process. The applicant is advised that it is an offence to undertake any works within the highway prior to the agreement being in place.

INFORMATIVE: Statement pursuant to Article 31 of the Town and Country Planning (Development Management Procedure)(England) (Amendment No. 2) Order 2012. The Local Planning Authority has acted positively and proactively in determining this application by identifying matters of concern within the application (as originally submitted) and negotiating, with the Applicant, acceptable amendments to the proposal to address those concerns. As a result, the Local Planning Authority has been able to grant planning permission for an acceptable proposal, in accordance with the presumption in favour of sustainable development, as set out within the National Planning Policy Framework.

INFORMATIVE: This decision has been granted in conjunction with a Section 106 legal agreement relating to education, highways, healthcare, libraries, fire & rescue services, leisure provision, affordable housing, public open space and sports pitch provision.

INFORMATIVE: A formal application for connection to the public sewerage system is required in order to service this development. Please contact Southern Water, Southern House, Sparrowgrove, Otterbourne, Hampshire SO21 2SW (Tel: 0330 303 0119) or www.southernwater.co.uk.

INFORMATIVE: A formal application for connection to the water supply is required in order to service this development. Please contact Southern Water, Southern House, Sparrowgrove, Otterbourne, Hampshire SO21 2SW (Tel; 0330 303 0119) or www.southernwater.co.uk.

INFORMATIVE: The applicant is advised that, whilst the Council is satisfied that a layout accommodating 18 dwellings can be achieved on the site, there are significant objections to the indicative layout submitted with the application. Any reserved matters submission will need to demonstrate that it can link the approved schemes to the north and south together with pedestrian and vehicles and will need to incorporate good design principles to provide an open space that is overlooked by development (as the schemes to the north and south do). At this time, it appears very unlikely that any scheme that seeks to retain the existing dwelling on the site could provide a satisfactory layout that satisfies these requirements.

[redacted]

Case Officer: Mr N Crowther

Date of Decision:

Karl Roberts
Assistant Director Planning & Economic Regeneration

Arun District Council
The Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF

IT IS IMPORTANT THAT YOU READ THE NOTES ATTACHED TO THIS DOCUMENT

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NOTES RELATING TO PLANNING APPLICATION
TOWN AND COUNTRY PLANNING ACT 1990

APPEALS TO THE SECRETARY OF STATE

If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the First Secretary of State under section 78 of the Town and Country Planning Act 1990.

If this is a decision on a planning application relating to the same or substantially the same land and development as is already the subject of an enforcement notice, if you want to appeal against your local planning authority's decision on your application, then you must do so within 28 days of the date of this notice.

If an enforcement notice is served relating to the same or substantially the same land and development as in your application and if you want to appeal against your local planning authority's decision on your application, then you must do so within: 28 days of the date of service of the enforcement notice, or within 6 months (12 weeks in case of a householder appeal) of the date of this notice, whichever period expires earlier.

If you want to appeal, then you must do so within 6 months of the date of this notice using a form which you can get from the Secretary of State, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN or on line at www.planningportal.gov.uk/pcs

The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.

The Secretary of State need not consider an appeal if it seems to him that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

In practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based their decision on a direction given by him.

PURCHASE NOTICES

If either the local planning authority or the Secretary of State refused permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

In these circumstances, the owner may serve a purchase notice on the Council (that is, where the land is situated in a National Park, the National Park authority for the Park, or in any other case the district council in whose area the land is situated). This notice will require the Council to purchase the owner's interest in the land in accordance with the provisions of Chapter 1 of Part VI of the Town & Country Planning Act 1990.

Please note that this decision notice only relates to matters under the Planning Acts and does not give consent under any other legislation that may apply to the development. You will need to carry out your own checks to determine whether any other consents or permissions are required. For example, the Building Regulations are likely to apply to most developments, and a Highways Licence may be required from West Sussex County Council for any development within the public highway (including the placing of skips on highway land).

SECOND SCHEDULE

Planning Obligations to the District Council

1 AFFORDABLE HOUSING

1.1 The Owner covenants with the District Council that the Affordable Housing Units shall be provided in accordance with the provisions of this paragraph 1 and that they shall not be Occupied other than in accordance with the provisions of this Agreement.

1.2 The Owner covenants with the District Council that there shall be no Commencement of Development until an Affordable Housing Scheme has been submitted to and approved in writing by the District Council

1.3 The Owner covenants that the Affordable Housing Units shall be constructed in accordance with the Affordable Housing Scheme approved pursuant to paragraph 1.2 unless otherwise agreed with the District Council in writing.

1.4 The Affordable Housing Units shall not be disposed of other than to an AHP that has first been approved by the District Council in writing.

1.5 The Owner shall enter into a contract for the transfer of the Affordable Housing Units to an AHP (that has been previously approved by the District Council in writing) prior to the Occupation of 50% of the Open Market Units

1.8 The Owner covenants not to Occupy more than 50% of the Open Market Units until a contract has been entered into with an AHP for the transfer of the Affordable Housing Units.

1.9 The Owner covenants with the District Council to provide to the District Council within ten days of completion written confirmation of completion of the contract to transfer an AHP of any of the Affordable Housing Units.

1.10 The Owner covenants with the District Council that prior to the Occupation of 50% of the Open Market Units the Owner shall construct and make available for Occupation and transfer in accordance with the provisions of paragraph 1.13 below all of the Affordable Housing Units and shall give notice of that fact to the District Council.

1.11 The Owner covenants with the District Council that the Owner shall not Occupy or permit the Occupation of more than 50% of the Open Market Units unless it has first constructed and made available for Occupation and transferred to an AHP in accordance with the transfer provisions pursuant to paragraph 1.13 below all of the Affordable Housing Units and written notification of such has been received by the District Council.

1.12 The Owner covenants with the District Council to provide to the District Council within ten days of completion of any transfer to an AHP of any of the Affordable Housing Units written evidence of that transfer.

1.13 Form of Transfer and Nomination Agreement

The Owner covenants with the District Council that any transfer to an AHP shall contain the following provisions:

1.13.1 the grant by the Owner of all rights and access and passage of services and other rights reasonably necessary to the beneficial enjoyment of the Affordable Housing Units constructed on the Site; and

1.13.2 a reservation of all rights of access and passage of services and rights of entry reasonably necessary for the benefit of the remainder of the Dwellings on the Site; and

1.13.3 the imposition of such covenants as the Owner shall reasonably require and are consistent with the sale of any Open Market Unit.

1.14 The Owner covenants with the District Council that upon the transfer of any Affordable Housing Unit to an AHP it will procure the execution by the AHP of a nomination agreement with the District Council substantially in the relevant form set out in Appendix 1 of this Agreement or in such other form as may be agreed between the District Council and the Owner providing the right for the District Council to nominate 100% (one hundred percent) of first occupiers and a minimum of 75% (seventy five percent) subsequent occupiers for any Affordable Housing Units.

1.15 The Owner covenants with the District Council to the intent that following completion of a transfer of the Affordable Rent Units to an AHP the obligations in this paragraph shall (subject to paragraph 1.17) be binding on the AHP to whom the Affordable Rent Units are transferred as a successor in title to the Owner and all future successors in title:

1.15.1 not to let the Affordable Rent Units other than to those applicants waiting for affordable housing and who are on either the District Council's or the AHP's housing waiting list or at the District Council's nomination a person on a neighbouring authority's housing waiting list and, where so required, have been nominated in accordance with a nomination agreement entered into pursuant to paragraph 1.14 of this Agreement; and

1.15.2 not to use any Affordable Rent Unit for the purposes of a hostel or similar accommodation by a group of persons and only to allow the Affordable Rent Units to be Occupied by tenants as a "single use family unit".

1.16 The Owner covenants with the District Council to the intent that following completion of a transfer of a Shared Ownership Unit to an AHP the obligations in this paragraph shall (subject to paragraph 1.17) be binding on the AHP to whom the Shared Ownership Units are transferred as a successor in title to the Owner and all future successors in title:

1.16.1 not to dispose of a Shared Ownership Unit other than as a Shared Ownership Unit which shall not be disposed of to anyone other than:

(i) applicants waiting for social rented housing or a person currently occupying social rented housing; or

(ii) people employed in a front line role delivering an essential public service in health, education or community safety in areas where there are serious recruitment/retention problems; or

(iii) first time buyers or other households who cannot afford to buy their own home and who have been identified as eligible for assistance within the eligibility restrictions of the HomeBuy Scheme or equivalent managed by the Homes and Communities Agency;

1.16.2 Not to use any Shared Ownership Unit for the purposes of a hostel or similar accommodation by a group of persons and only to allow the Shared Ownership Units to be used by occupants as a "single use family unit".

1.17 The Owner and the District Council hereby agree that the provisions of this paragraph 1 shall not apply to:

1.17.1 (save for provisions in paragraph 1.19) a mortgagee or chargee or receiver appointed by the mortgagee or chargee of the AHP that is the freehold owner of the Affordable Housing Units or any part thereof or a receiver or administrative receiver of the AHP to the intent that such mortgagee or chargee receiver or administrative receiver of the AHP shall be entitled to dispose of the Affordable Housing Units or any part thereof free of the obligations referred to in this Schedule; or

1.17.2 the owner of a Shared Ownership Unit who shall have staircased his interest in that unit such that he owns 100% (one hundred percent) of the equity in that unit; or

1.17.3 the owner of an Affordable Housing Unit who shall have exercised his right to acquire that unit under Part V of the Housing Act 1985 or Section 16 of the Housing Act 1996 or any similar or substantive right applicable.

1.18 The Owner covenants with the District Council:

1.18.1 to take all reasonable and prudent steps within its power to avert the repossession of the Affordable Housing Units by any chargee or mortgagee of an AHP or the exercise by any chargee or mortgagee of a power of sale and for these purposes in the event of default under the security or likely default to co-operate reasonably and fully with the District Council and the Homes and Communities Agency to assist in arranging a transfer of the Affordable Housing Units with sitting tenants to another AHP or at the District Council's option to the District Council and in particular to inform the District Council as soon as practicable in the event of the Owner becoming aware that an AHP has received notification from any such chargee or mortgagee of any breach or alleged breach by the AHP of any of its obligations under its security; and

1.18.2 to notify the District Council immediately after the Owner becomes aware of service of any notice order or direction served made or given under the Housing Act 1996 Schedule 1 Part IV relating to the Affordable Housing Units.

1.19 The Owner and the District Council hereby agree that:

1.19.1 in the event of a default under any security referred to in paragraph 1.18.1 or in other circumstances warranting the intervention of the Homes and Communities Agency (whether or not under the Housing Act 1996 Part 1 Chapter IV of Schedule 1 Part IV) the transfer of the freehold of the Affordable Housing Units or any part of them to another AHP shall not be prevented;

1.19.2 subject to and without prejudice to the powers and requirements of the Homes and Community Agency under the Housing Act 1996 that in the event of a default under any security referred to in paragraph 1.18.1 the disposal of any reasonable interest in the Affordable Housing Units by the chargee or mortgagee in the exercise of its power of sale shall not be prevented provided that the charge or mortgagee shall have first followed the procedure set out in paragraph 1.19.3;

1.19.3 that the procedure referred to in paragraph 1.19.2 shall be as follows:

(i) the chargee or mortgagee shall give not less than one (1) month's prior notice to the District Council of its intention to exercise its power of sale to enable the

District Council to secure the transfer of the Affordable Housing Units to another AHP or to the District Council on terms which enable all monies due to the chargee or mortgagee to be paid;

(ii) the District Council shall then have one (1) month from the date of receipt of the notice given to respond indicating that arrangements for the transfer of the Affordable Housing Units can be made in such a way as to safeguard the affordable housing character of the Affordable Housing Units and ensuring that all monies due to the chargee or mortgagee are paid;

(iii) if within the one (1) month from the date of receipt of the notice given the District Council does not serve its response then the chargee or mortgagee shall be entitled to exercise its power of sale free of the provisions of this Schedule;

(iv) if within one (1) month of the date of receipt by it of the notice the District Council serves its response indicating that arrangements can be made to safeguard the affordable housing character of the Affordable Housing Units and to ensure that all monies due to the chargee or mortgagee are paid then the chargee or mortgagee shall co-operate with such arrangements and use reasonable endeavours to secure such transfer;

(v) the District Council shall in formulating or promoting any arrangements give full consideration to protecting the interest of the chargee or mortgagee in respect of monies outstanding under the charge or mortgage and other duties of the chargee or mortgagee to secure a proper price in exercising its power of sale;

(vi) if the District Council or any other person cannot within two (2) months of the date of service of its response pursuant to clause 1.19.3 (ii) indicating arrangements can be made to safeguard the affordable housing character of the Affordable Housing Units and ensuring that all monies due to the chargee or mortgagee are paid secure such transfer then provided that the chargee or mortgagee shall have complied with its obligations under this paragraph 1.19 the chargee or mortgagee shall be entitled to exercise its power of sale free of the restrictions referred to in this Schedule;

(vii) if the chargee or mortgagee does not wish to exercise its power of sale at any time after the giving of notice that it wishes to do so or the District Council does not wish to continue with the exercise of its powers after the giving of its response indicating arrangements can be made to safeguard the affordable housing character of the Affordable Housing Units that party shall give to the other not less than seven (7) days' notice of its intention to discontinue.

1.20 The Owner and the District Council hereby agree that some or all of the Dwellings otherwise to be provided as Affordable Housing Units may with the agreement of the Owner be transferred to the District Council for the provision of Affordable Housing by the District Council on such terms as may be agreed between the District Council and the Owner but subject to terms that secure the use of the Affordable Housing Units so transferred for use as Affordable Housing and that with effect from the date upon which any such agreement is entered into:

(a) such units shall continue to be treated as if they were Affordable Housing Units for the purposes of this Schedule; and

(b) paragraphs 1.10 to 1.20 inclusive of this Schedule shall not apply to such Dwellings and paragraphs 1.4 to 1.9 inclusive of this Schedule shall apply only to all (if any)

Affordable Housing Units other than those transferred to the District Council in accordance with the preceding provisions of this paragraph 1.20.

2 HEALTHCARE CONTRIBUTION

2.1 The Owner shall pay the Healthcare Contribution being a financial contribution towards the cost of providing for the recruitment of a GP and associate staff and the redesign of the Angmering Medical Centre layout to create additional consulting rooms, to the District Council prior to the Occupation of any Dwelling.

2.2 The Owner covenants that there shall be no Occupation of any Dwellings unless and until the Healthcare Contribution has been paid to the District Council.

3 SWIMMING POOLS CONTRIBUTION

3.1 The Owner shall pay the Swimming Pools Contribution, being a financial contribution towards the delivery and maintenance of a new or the maintenance of existing swimming pool facilities in the District, to the District Council prior to the Occupation of the tenth (10th) Dwelling.

3.2 The Owner covenants that no more than nine (9) of the Dwellings shall be Occupied unless and until the Swimming Pools Contribution has been paid to the District Council.

4 SPORTS HALLS AND COMMUNITY BUILDINGS CONTRIBUTION

4.1 The Owner shall pay the Sports Halls and Community Buildings Contribution, being a financial contribution towards the delivery and maintenance of a new or the maintenance of existing sports halls and community buildings facilities in the District, to the District Council prior to the Occupation of the tenth (10th)Dwelling.

4.2 The Owner covenants that no more than nine (9) of the Dwellings shall be Occupied unless and until the Sports Halls and Community Buildings Contribution has been paid to the District Council.

5 ARTIFICIAL TURF PITCHES CONTRIBUTION

5.1 The Owner shall pay the Artificial Turf Pitches Contribution, being a financial contribution towards the delivery and maintenance of a new or the maintenance of existing artificial turf pitch facilities in the District, to the District Council prior to the Occupation of tenth (10th) Dwelling.

5.2 The Owner covenants that no more than nine (9) of the Dwellings shall be Occupied unless and until the Artificial Turf Pitches Contribution has been paid to the District Council.

6 PUBLIC ART CONTRIBUTION

6.1 The Owner shall pay the Public Art Contribution, being a financial contribution towards the delivery and maintenance of a new item of public art in the vicinity of the Site, to the District Council prior to the Occupation of the tenth (10th) Dwelling.

6.2 The Owner covenants that no more than nine (9) of the Dwellings shall be Occupied unless and until the Public Art Contribution has been paid to the District Council.

7 PUBLIC OPEN SPACE

7.1 The Owner shall submit an Open Space Scheme to the District Council prior to the Commencement of Development for its approval.

7.2 The Owner covenants with the District Council that there shall be no Commencement of Development until an Open Space Scheme has been submitted to and approved in writing by the District Council.

7.3 The Owner covenants to complete the provision of Public Open Space in accordance with the approved Open Space Scheme prior to the Occupation of the tenth (10th) Dwelling.

7.4 The Owner covenants that

7.4.1 no more than nine (9) Dwellings shall be Occupied unless and until the Public Open Space has been completed in accordance with the approved Open Space Scheme to the satisfaction of the District Council in accordance with paragraphs 7.5 and 7.6; and

7.4.2 no Dwelling facing onto the Public Open Space shall be Occupied unless and until the Public Open Space has been completed in accordance with the approved Open Space Scheme to the satisfaction of the District Council in accordance with paragraphs 7.5 to 7.6 and that area of Public Open Space has achieved RoSPA certification.7.5 Upon the completion of an area of Public Open Space in accordance with the requirements of this Schedule, the Owner covenants with the District Council to procure that a Certificate addressed to and served on the District Council is issued by a suitably qualified and experienced architect, landscape architect or other professional previously approved by the District Council stating that the relevant area has been so completed and expressly confirming that the District Council may rely on such Certificate.

7.6 Notwithstanding the issue of any Certificate the Owner covenants with the District Council to rectify any material defects in the works to which the Certificate relates notified to the Owner by the District Council until such time as each area of Public Open Space has been transferred to the District Council pursuant to paragraph 7.9 of this Schedule.

7.8 Until such time as the Public Open Space or any part or parts thereof have been transferred to the District Council the Owner covenants with the District Council to allow public access in perpetuity and to manage and maintain the Public Open Space in accordance with the approved Open Space Scheme.

7.9 Following the completion of each area of Public Open Space and the subsequent maintenance by the Owner thereof for a period of not less than one year from the issue of the Certificate the Owner may at any time following the expiry of such maintenance period notify the District Council of an election to transfer to the District Council (or if directed to do so by the District Council upon receipt of such notification, to the District Council's nominee) the Public Open Space shall be transferred in accordance with the terms and conditions contained in paragraph 7.10 .

7.10 The terms and conditions referred to in paragraph 7.9 are that:

7.10.1 the consideration shall be £1;

7.10.2 the Owner shall pay to the District Council the Commuted Sum;

7.10.3 the land or facilities shall be transferred according to the Law Society's Standard Conditions of Sale (Fifth Edition) so far as they are applicable to a sale by private agreement and are not varied by or inconsistent with the express terms of this Agreement and each area shall be transferred subject to:

(a) all matters registerable or capable of registration as local land charges (whether before or after the date hereof); and

(b) all entries proposals or requirements affecting or relating to the land to be transferred given or made by a Government Department statutory undertaker or other public body or local authority (whether before or after the date hereof); and

(c) all rights easements created easements or privileges in the nature of light air drainage was passage or the light use all enjoyed by or over the land to be transferred; and

(d) such covenants as the Owners may reasonably require for the construction and maintenance of the Development and the preservation of its appearance; and

(e) a covenant for the benefit of the remaining part of the Site and each and every part of it, with the intention of binding the Public Open Space not to use the Public Open Space (or any relevant part) or allow or suffer it (or any relevant part) to be used at any time other than for the purpose of public access and/or public informal recreation; and

(f) a provision that the Public Open Space (or any relevant part) will not, by virtue of the transfer, have any rights or easements or the benefit of any other matters over land retained by the Owner other those (if any) which are expressly mentioned in or created by the transfer and a provision that Section 62 of the Law of Property Act 1925 is qualified so as not to include any liberties, privileges, easements, rights or advantages over land retained by the Owner except as expressly mentioned in or created by the transfer

7.10.4 any areas on which any sustainable drainage system is located shall be excluded from the transfer;

7.10.5 any material defects shall be remedied to the reasonable satisfaction of the District Council prior to transfer.

7.10.6 the District Council's reasonable legal and other costs in connection with such agreement and transfer shall be met by the Owner.

7.11 The Owner shall pay the Local Play Area Contribution to the District Council prior to the Occupation of the tenth (10th) Dwelling being a financial contribution towards the provision and maintenance of the local play area facilities in the vicinity of the Development.

7.12 The Owner covenants that no more than nine (9) of the Dwellings shall be Occupied unless and until the Local Play Area Contribution has been paid to the District Council.

8 SPORTS PITCHES CONTRIBUTION

8.1 The Owner shall pay the Sports Pitches Contribution being a financial contribution towards the acquisition of land for and the provision of two sports pitches, a car park and a pavilion/changing rooms in Angmering, to the District Council prior to the Occupation of the tenth (10th) Dwelling.

8.2 The Owner covenants that no more than nine (9) of the Dwellings shall be Occupied unless and until the Sports Pitches Contribution has been paid to the District Council.

THIRD SCHEDULE

Planning Obligations to the County Council

1 Education Contributions

1.1 To pay to the County Council

1.1.1 on or before the Commencement of Development 50% of the Secondary Education Contribution; and

1.1.2 on orbefore the Occupation of 50% of the Dwellings the remaining 50% of the Secondary Education Contribution.

1.2 Not to:

1.2.1 cause or allow the Commencement of Development to occur before the first instalment of the Secondary Education Contribution has been paid pursuant to paragraph 1.1.1 above; and

1.2.2 cause or allow the Occupation of more than 50% of the Dwellings to occur before the second instalment of the Secondary Education Contribution has been paid pursuant to paragraph 1.1.2 above.

1.3 The Secondary Education Contribution shall be calculated by reference to the following formula:

DfE Figure x ACP = Secondary Education Contribution where:

Note: x = "multiplied by ..."

ACP (Additional Child Product) = The estimated additional number of school age children likely to be generated by the Development, calculated by reference to the total number of Open Market Units and Shared Ownership Units as approved by an approval of reserved matters planning permission subsequent to the Planning Permission. The following criteria are used to calculate the Additional Child Product:

Dwelling Size		Occupancy	
		House	Flat
1 bed	=	1.7	1.2
2 bed	=	1.8	1.3
3 bed	=	2.2	1.7
4 bed	=	2.7	2.4
5 bed	=	3.0	2.0

Using the above occupancy rates to determine an overall population increase first, the following factors are then applied to determine the ACP. According to 2001 census data, there are 14 persons per 1000 population in each school year group for houses and 5 persons per 1000 population in each school year group for flats. There are 7 year groups for primary (years R to 6), 5 for secondary (years 7 to 11) and 2 for further secondary (years 12 and 13).

DfE Figure = Department for Education (DfE) Secondary/Further Secondary school building costs per pupil place as adjusted for the West Sussex area applicable at the date when the Secondary Education Contribution is paid (which currently for the financial year 2013/2014 is £13,416 – Primary, £20,215 – Secondary; £21,924 for Further Secondary), updated as necessary by reference to changes in the BCIS between 1 April 2014 and the date that the Secondary Education Contribution falls to be paid.

1.4 To pay to the County Council the Sixth Form Education Contribution, being a financial contribution towards the cost of providing the additional education infrastructure required to accommodate the extra demands for sixth form education services that would be generated by the Development, in two instalments as follows:-

1.4.1 50% prior to the Commencement of Development;

1.4.2 50% prior to the Occupation of 50% of the Dwellings.

1.5 Not to cause or allow:-

1.5.1 Commencement of Development to occur before 50% of the Sixth Form Education Contribution shall have been paid; and

1.5.2 Occupation of more than 50% of the Dwellings to occur before the remaining 50% of the Sixth Form Education Contribution has been paid to the County Council.

1.6 The Sixth Form Education Contribution shall be calculated on the date on which the first instalment of it is due to be paid by reference to the following formula:

DfE Figure x ACP = Sixth Form Education Contribution where:

Note: x = "multiplied by ..."

ACP (Additional Child Product) = The estimated additional number of school age children likely to be generated by the Development, calculated by reference to the total number of Open Market Units and Shared Ownership Units as approved by an approval of reserved matters planning permission subsequent to the Planning Permission. The following criteria are used to calculate the Additional Child Product:

Dwelling Size		Occupancy	
		House	Flat
1 bed	=	1.7	1.2
2 bed	=	1.8	1.3
3 bed	=	2.2	1.7
4 bed	=	2.7	2.4
5 bed	=	3.0	2.0

Using the above occupancy rates to determine an overall population increase first, the following factors are then applied to determine the ACP. According to 2001 census data, there are 14 persons per 1000 population in each school year group for houses and 5 persons per 1000 population in each school year group for flats. There are 7 year groups for primary (years R to 6), 5 for secondary (years 7 to 11) and 2 for further secondary (years 12 and 13).

DfE Figure = Department for Education (DfE) Secondary/Further Secondary school building costs per pupil place as adjusted for the West Sussex area applicable at the date when the first instalment of the Sixth Form Education Contribution is due to be paid (which currently for the financial year 2013/2014 is £13,416 – Primary, £20,215 – Secondary; £21,924 for Further Secondary), updated as necessary by reference to changes in the BICS between 1 April 2014 and the date that the first instalment of the Sixth Form Education Contribution falls to be paid.

1.7 To pay to the County Council the Primary Education Contribution, being a financial contribution towards the cost of providing the additional education infrastructure required to accommodate the extra demands for primary education services that would be generated by the Development, in two instalments as follows:-

1.7.1 50% prior to the Commencement of Development;

1.7.2 50% prior to the Occupation of 50% of the Dwellings.

1.8 Not to cause or allow:-

1.8.1 Commencement of Development to occur before 50% of the Primary Education Contribution shall have been paid; and

1.8.2 Occupation of more than 50% of the Dwellings to occur before the remaining 50% of the Primary Education Contribution has been paid to the County Council

1.9 The Primary Education Contribution shall be calculated by reference to the following formula:

DfE Figure x ACP = Primary Education Contribution where:

Note: x = "multiplied by ..."

ACP (Additional Child Product) = The estimated additional number of school age children likely to be generated by the Development, calculated by reference to the total number of Open Market Units and Shared Ownership Units as approved by an approval of reserved matters planning permission subsequent to the Planning Permission. The following criteria are used to calculate the ACP:

Dwelling Size		Occupancy	
		House	Flat
1 bed	=	1.7	1.2
2 bed	=	1.8	1.3
3 bed	=	2.2	1.7
4 bed	=	2.7	2.4
5 bed	=	3.0	2.0

Using the above occupancy rates to determine an overall population increase first, the following factors are then applied to determine the ACP. According to 2001 census data, there are 14 persons per 1000 population in each school year group for houses and 6 persons per 1000 population in each school year group for flats. There are 7 year groups for primary (years R to 6), 5 for secondary (years 7 to 11) and 2 for further secondary (years 12 and 13).

DfE Figure = Department for Education (DfE) Secondary/Further Secondary school building costs per pupil place as adjusted for the West Sussex area applicable at the date when the first instalment of the Primary Education Contribution is due to be paid (which currently for the financial year 2013/2014 is £13,416 – Primary, £20,215 – Secondary; £21,924 for Further Secondary, updated as necessary by reference to changes in the BICS between 1 April 2014 and the date that the first instalment of the Sixth Form Education Contribution falls to be paid.

2. LIBRARY CONTRIBUTION

2.1 To pay to the County Council the Library Contribution, being a financial contribution towards improvements to the Angmering Library, on or before Commencement of the Development.

2.2 Not to cause or allow Commencement of Development to occur before the Library Contribution shall have been paid.

2.3 The Library Contribution shall be calculated by reference to the following formula:

L x AP = Libraries Infrastructure Contribution where:

Note: x = "multiplied by"

AP (Additional Persons) = The estimated number of additional persons generated by the development calculated by reference to the total number of Open Market Units and shared Ownership Affordable Housing Units , as approved by a subsequent reserve matters planning application. The following figures are given as a guideline:

Dwelling Size		Occupancy	
		House	Flat
1 bed	=	1.7	1.2
2 bed	=	1.8	1.3
3 bed	=	2.2	1.7
4 bed	=	2.7	2.4
5 bed	=	3.0	2.0

L = Extra library space in sqm. per 1,000 population x the library cost multiplier (which currently for the financial year 2013/2014 are [30 sq.m and £3,930 per sqm respectively – this depends on which library – specific instructions will be needed]).

3 STRATEGIC HIGHWAY IMPROVEMENTS

3.1 To pay to the County Council the Strategic Highways Contribution prior to the Occupation of 50% of the Dwellings, being a financial contribution towards the cost of providing the Strategic Highway Improvements;

3.2 Not to cause or allow Occupation of more than 50% of the Dwellings to occur before the Strategic Highways Contribution has been paid to the County Council.

4 LOCAL HIGHWAY IMPROVEMENTS

4.1 To pay to the County Council on or before the Occupation of the 1st Dwelling the Local Highway Improvements Contribution, being a financial contribution to be paid to the County Council to be used towards the cost of providing the Local Highway Improvements

4.2 Not to cause or allow the Occupation of any Dwelling to occur before the Local Highway Improvements Contribution has been paid.

4.3 The Local Highway Improvements Contribution shall be the total sum of £12,450.00 (twelve thousand four hundred and fifty pounds), increased by an amount equal to the proportionate increase in the Index between the quarter preceding the date of this Agreement and the quarter preceding the date of payment of the Local Highway Improvements Contribution.

5. FIRE AND RESCUE

5.1 To pay to the County Council the Fire and Rescue Service Contribution, being a contribution towards the provision of fire and rescue service infrastructure (excluding fire hydrants) in the vicinity of the Site to serve the additional needs of the community generated by the Development on or before the Occupation of the First Dwelling.

5.2 Not to cause or allow Occupation of any Dwelling to occur before the Fire and Rescue Service Contribution shall have been paid to the County Council.

5.3 The Fire and Rescue Service Contribution shall be calculated by reference to the following formula:

Y x Z = Fire and Rescue Infrastructure Contribution where:

Note: / = "divided by", x = "multiplied by"

Y = The estimated adjusted increase in population generated by the development calculated by reference to the total number of Open Market Units and shared Ownership Affordable Housing Units as approved by a subsequent reserved matters planning application using the following figures as a guideline:

Dwelling Size		Occupancy	
		House	Flat
1 bed	=	1.7	1.2
2 bed	=	1.8	1.3
3 bed	=	2.2	1.7
4 bed	=	2.7	2.4
5 bed	=	3.0	2.0

Z = the estimated costs of providing additional Fire and Rescue Infrastructure per head in the [Southern Service Division/ Northern Service Division – delete as appropriate] of West Sussex at the time of payment (which, for information, for 2013/14 was [£13 (Southern); £50 (Northern) – delete as appropriate]).

5.4 Prior to Commencement of the Development to submit to the County Council for its approval a proposal for the location and installation of one (1) fire hydrant within the Development in accordance with the West Sussex Fire Brigade Guidance Notes attached to this Agreement at Appendix 2 and then prior to first Occupation to install at their own expense the fire hydrants in the locations approved by the County Council (or such alternative locations as shall be approved by the County Council subsequently) and to arrange for the fire hydrants to be connected to a water supply which is appropriate in terms of both pressure and volume for the purposes of fire fighting.

6. MISCELLANEOUS

It is acknowledged for the avoidance of doubt and without prejudice to the above that the County Council is authorised to apply each of:-

6.1 the Secondary Education Contribution;

6.2 the Sixth Form Education Contribution;

6.3 the Primary Contribution;

6.4 the Library Contribution;

6.5 the Strategic Highways Contribution;

6.6 the Local Highway Improvements Contribution; and

6.7 the Fire and Rescue Service Contribution

to compensate it for all work done by the County Council's employees, servants, agents or contractors (in all cases at fair and proper rates) in discharging its obligations under this Agreement related to the contribution in question including, without limitation, the processing and obtaining of all requisite consents and the supervision and design of the implementation of a schemes and any necessary advertisements.

FOURTH SCHEDULE

District Council's Obligations

1 AFFORDABLE HOUSING

Without prejudice to the generality of clause 9.4 the District Council agrees that where it is requested to approve any details or a scheme pursuant to paragraph 1 of the Second Schedule then any such approval shall not be unreasonably withheld or delayed.

2 HEALTHCARE CONTRIBUTION

The District Council shall use the Healthcare Contribution towards the cost of providing for the recruitment of a GP and associate staff and the redesign of the Angmering Medical Centre layout to create additional consulting rooms.

3 SWIMMING POOLS CONTRIBUTION

The District Council shall use the Swimming Pools Contribution towards the delivery and maintenance of a new or the maintenance of existing swimming pool facilities in the District

4 SPORTS HALLS AND COMMUNITY BUILDINGS CONTRIBUTION

The District Council shall use the Sports Halls and Community Buildings Contribution towards the delivery and maintenance of a new or the maintenance of existing sports halls and community buildings facilities in the District.

5 ARTIFICIAL TURF PITCHES CONTRIBUTION

The District Council shall use the Artificial Turf Pitches Contribution towards the delivery and maintenance of a new or the maintenance of existing artificial turf pitch facilities in the District.

6 PUBLIC ART CONTRIBUTION

The District Council shall use the Public Art Contribution towards the delivery and maintenance of a new item of public art within the vicinity of the Site.

7 PUBLIC OPEN SPACE

Without prejudice to the generality of clause 9.4 the District Council agrees that where it is requested to approve any details or a scheme pursuant to paragraph 7 of the Second Schedule then any such approval shall not be unreasonably withheld or delayed.

7 LOCAL PLAY AREA CONTRIBUTION

The District Council shall use the Local Play Area Contribution towards the delivery and maintenance of a new play area within the vicinity of the Site.

8 SPORTS PITCHES CONTRIBUTION

The District Council shall use the Sports Pitches Contribution towards the acquisition of land for and the provision of 2 Sports Pitches together with car parking and changing facilities within the village of Angmering PROVIDED THAT in the event that it is not possible to acquire land for new sports pitches within 10 years of receipt then the Sports Pitches Contribution shall be used towards the upgrade and maintenance of the existing sports pitches and facilities located at Palmer Road and such improvements shall be carried out within 15 years of receipt.

FIFTH SCHEDULE

County Council's Obligations

1. SECONDARY EDUCATION CONTRIBUTION

1.1 The County Council covenants that upon receipt of the Secondary Education Contribution as paid to the County Council under paragraph 1 of the Third Schedule it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing on it for the provision of secondary education facilities in the locality of the Site.

1.2 The County Council covenants that upon written request on or after ten years of the date of receipt of the Secondary Education Contribution it will issue to the party that paid the said contribution an account certified by the Director of Finance and Assurance for the time being of the County Council detailing how the Secondary Education Contribution has been expended by the County Council.

1.3 If or to the extent that the Secondary Education Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 1.2 the County Council shall, subject to paragraph 1.4, on such date refund to the party that paid the Secondary Education Contribution any unexpended part of the Secondary Education Contribution together with compound interest on the unexpended part from the date of receipt by the County Council of the Secondary Education Contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.

1.4 If at the end of the period referred to in paragraph 1.2 the County Council shall have entered into a contract or other legally binding obligation to expend the Secondary Education Contribution or part thereof for the purposes specified in paragraph 1.1 then the County Council shall not be required to refund any part of the Secondary Education Contribution required for that purpose but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Secondary Education Contribution in the manner set out in paragraph 1.2 and refund any unexpended part of the Secondary Education Contribution in the manner set out in paragraph 1.3.

2. SIXTH FORM EDUCATION CONTRIBUTION

2.1 The County Council covenants that upon receipt of each instalment of the Sixth Form Education Contribution as paid to the County Council under paragraph 1 of the Third Schedule it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing on it for the provision of Sixth Form education facilities in the locality of the Site.

2.2 The County Council covenants that upon written request on or after ten years of the date of receipt of the final instalment of the Sixth Form Education Contribution it will issue to the party that paid the said contribution an account certified by the Director of Finance and Assurance for the time being of the County Council detailing how the Sixth Form Education Contribution has been expended by the County Council

2.3 If or to the extent that the Sixth Form Education Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 2.2 the County Council shall, subject to paragraph 2.4, on such date refund to the party that paid the Sixth Form Education Contribution any unexpended part of the Sixth Form Education Contribution together with compound interest on the unexpended part from the date of receipt by the County Council of the Sixth Form Education Contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.

2.4 If at the end of the period referred to in paragraph 2.2 the County Council shall have entered into a contract or other legally binding obligation to expend the Sixth Form Education

Contribution or part thereof for the purposes specified in paragraph 2.1 then the County Council shall not be required to refund any part of the Sixth Form Education Contribution required for that purpose but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Sixth Form Education Contribution in the manner set out in paragraph 2.2 and refund any unexpended part of the Sixth Form Education Contribution in the manner set out in paragraph 2.3.

3. LIBRARY CONTRIBUTION

3.1 The County Council covenants that upon receipt of the Library Contribution as paid to the County Council under paragraph 2 of the Third Schedule it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing on it for the provision of improvements to the Angmering library.

3.2 The County Council covenants that upon written request on or after ten years of the date of receipt of the Library Contribution it will issue to the party that paid the Library Contribution an account certified by the Director of Finance and Assurance for the time being of the County Council detailing how the Library Contribution has been expended by the County Council

3.3 If or to the extent that the Library Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 3.2 the County Council shall, subject to paragraph 3.4, on such date refund to the party that paid the Library Contribution any unexpended part of such contribution together with compound interest on the unexpended part from the date of receipt by the County Council of the Library Contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.

3.4 If at the end of the period referred to in paragraph 3.2 the County Council shall have entered into a contract or other legally binding obligation to expend the Library Contribution or part thereof for the purposes specified in paragraph 3.1 then the County Council shall not be required to refund any part of the Library Contribution required for that purpose but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Library Contribution in the manner set out in paragraph 3.2 and refund any unexpended part of the Library Contribution in the manner set out in paragraph 3.3.

4. STRATEGIC HIGHWAYS CONTRIBUTION

4.1 The County Council covenants that upon receipt of the Strategic Highways Contribution as paid to the County Council under paragraph 3 of the Third Schedule it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same towards the Strategic Highway Improvements and that it shall prioritise the elements of the Strategic Highway Improvements set out below and use reasonable endeavours to carry out and complete such improvements within twelve (12) months of receipt of the first instalment of the Strategic Highways Contribution –

4.1.1 traffic calming works along Roundstone Lane;

4.1.2 improvement works at the A280/Water Lane junction; and

4.1.3 highway improvements to Junction 11 of the A259.

4.2 The County Council covenants that upon written request on or after ten years of the date of receipt of the Strategic Highways Contribution it will issue to the party that paid the said contribution an account certified by the Director of Finance and Assurance for the time being of the County Council detailing the schemes on which the Strategic Highways Contribution has been expended by the County Council.

4.3 If or to the extent that the Strategic Highways Contribution shall not have been spent by the County Council at the end of the period referred to in paragraph 4.2 the County Council shall, subject to paragraph 4.4, on such date refund to the party that paid the Strategic Highways Contribution any unexpended part of such contribution together with compound interest on the unexpended part from the date of receipt of the said contribution by the County Council to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.

4.4 If at the end of the period referred to in paragraph 4.2 the County Council shall have entered into a contract or other legally binding obligation to expend the Strategic Highways Contribution or part thereof for the purposes specified in paragraph 4.1 then the County Council shall not be required to refund any part of the Strategic Highways Contribution required for that purpose but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Strategic Highways Contribution in the manner set out in paragraph 4.2 and refund any unexpended part of the Strategic Highways Contribution in the manner set out in paragraph 4.3.

5. LOCAL HIGHWAYS IMPROVEMENTS CONTRIBUTION

5.1 The County Council covenants that upon receipt of the Local Highway Improvements Contribution as paid to the County Council under paragraph 4 of the Third Schedule it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same towards, commence and (once commenced) diligently proceed to complete the Local Highway Improvements as soon as reasonably practicable and use all reasonable endeavours to complete the Local Highway Improvements within [5 years] of receipt of payment of the Local Highway Improvements Contribution.

5.2 The County Council covenants that upon written request on or after ten years of the date of receipt of the Local Highway Improvements Contribution it will issue to the party that paid the said contribution an account certified by the Director of Finance and Assurance for the time being of the County Council detailing the scheme on which the Local Highway Improvements Contribution has been expended by the County Council.

5.3 If or to the extent that the Local Highway Improvements Contribution shall not have been spent by the County Council at the end of the period referred to in paragraph 5.2 the County Council shall, subject to paragraph 5.4, on such date refund to the party that paid the Local Highway Improvements Contribution any unexpended part of such contribution together with compound interest on the unexpended part from the date of receipt of the said contribution by the County Council to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.

5.4 If at the end of the period referred to in paragraph 5.2 the County Council shall have entered into a contract or other legally binding obligation to expend the Local Highway Improvements Contribution or part thereof for the purposes specified in paragraph 5.1 then the County Council shall not be required to refund any part of the Local Highway Improvements Contribution required for that purpose but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Local Highway Improvements Contribution in the manner set out in paragraph 5.2 and refund any unexpended part of the Local Highway Improvements Contribution in the manner set out in paragraph 5.3.

6. FIRE AND RESCUE SERVICE CONTRIBUTION

6.1 The County Council covenants with the Owner that upon receipt of the Fire and Rescue Service Contribution as paid to the County Council under paragraph 6 of the Third Schedule it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same towards the provision of fire and rescue service infrastructure (excluding fire hydrants) in the vicinity of the Site to serve the additional needs of the community generated by the Development.

6.2 The County Council covenants that upon written request on or after ten years of the date of receipt of the Fire and Rescue Service Contribution it will issue to the party that paid the said contribution an account certified by the Director of Finance and Assurance for the time being of the County Council detailing the schemes on which the Fire and Rescue Service Contribution has been expended by the County Council.

6.3 If or to the extent the Fire and Rescue Service Contribution shall not have been spent by the County Council at the end of the period referred to in paragraph 6.2 the County Council shall, subject to paragraph 6.4, on such date refund to the party that paid the Fire and Rescue Service Contribution any unexpended part of such contribution together with compound interest on the unexpended part from the date of receipt of the said contribution by the County Council to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.

6.4 If at the end of the period referred to in paragraph 6.2 the County Council shall have entered into a contract or other legally binding obligation to expend the Fire and Rescue Service Contribution or part thereof for the purposes specified in paragraph 6.1 then the County Council shall not be required to refund any part of the Fire and Rescue Service Contribution required for that purpose but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Fire and Rescue Service Contribution in the manner set out in paragraph 6.2 and refund any unexpended part of the Fire and Rescue Service Contribution in the manner set out in paragraph 6.3.

7 PRIMARY EDUCATION CONTRIBUTION

7.1 The County Council covenants to use the Primary Education Contribution towards the provision of a new school within the southern part of the village of Angmering to serve the Development unless otherwise agreed in writing with the District Council PROVIDED THAT if it is not possible to secure the provision of such a new primary school within 10 years of receipt then the County Council shall instead use the Primary Education Contribution towards the provision of additional school places within Angmering at existing schools.

APPENDIX 1

Form of Nomination Agreement

DATED 20XX

XXXXXXXXXXXXX

and

ARUN DISTRICT COUNCIL

DEED OF NOMINATION

for

XXXXXXXXXX

THIS DEED OF NOMINATION RIGHTS is made the day of 20XX

BETWEEN

(1) **REGISTERED PARTNER XXXXXXXXXX**

(2) **ARUN DISTRICT COUNCIL** of Arun Civic Centre Maltravers Road Littlehampton West Sussex BN15 7LF

1 DEFINITIONS

In this Deed :

1.1 **"Initial Let"** means the first tenancy of such newly constructed and previously unoccupied Rented Unit.

1.2 **"Nominee"** means a person named in the Nomination List who is specified by the Council as being suitable for taking a Tenancy Agreement of a Rented Unit.

1.3 **"Nomination List"** means the list to be supplied by the Council pursuant to clauses 3.3 and 3.10 (as may be updated from time to time in accordance with clause 3.16).

1.4 **"Property"** means the land at XXXXXXXXXXXXXXXXX

1.5 **"Rented Units"** means xxxxxxxxxxx.

1.6 **"Subsequent Nominee"** means a Nominee to be offered a Tenancy Agreement pursuant to clause 3.10.

1.7 **"Tenancy Agreement"** means an assured Tenancy Agreement in a form prepared by the Registered Partner (RP) and containing terms which accord with the form of Tenancy Agreement being used by the RP from time to time for its general lettings.

1.8 **"Vacancy Notice"** means a written notice given by the RP to the Council (in a form to be agreed between the RP and the Council within five weeks from the date of this Deed) the function of such notice being the notification to the Council by the RP that the construction and fitting out of the Rented Unit is completed.

1.9 **"Void"** means a Rented Unit which is vacant otherwise than as a result of the tenant having:

1.9.1 moved to other accommodation either by transfer or decant provided by the RP;

1.9.2 moved to other accommodation under a reciprocal arrangement provided by another registered partner registered with the Homes and Communities Agency under the Housing Act 1996.

1.10 **"Void Notice"** means a written notice given by the RP to the Council (in a form to be agreed between the RP and the Council within five weeks from the date of this Deed) the function of such a notice being the notification to the Council of a Void.

2 ENABLING PROVISIONS

This Agreement is made pursuant to s111 of the Local government Act 1972 s33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other enabling powers.

3 PROCEDURE

The parties agree that the following nomination procedure shall apply to the nomination of persons in respect of the Rented Units.

Initial Lets

3.1 The RP shall give the Council not less than eight weeks written notice of the date when the Initial Let units will be ready for occupation.

3.2 The RP shall serve on the Council a Vacancy Notice in respect of each Rented Unit not less than four weeks prior to such newly constructed and previously unoccupied Rented Unit becoming available for occupation.

3.3 The Council shall within ten working days of receipt of a Vacancy Notice serve upon the RP the Nomination List setting out a list of Nominees.

3.4 The Nomination List to be served by the Council under clause 3.3 shall:

3.4.1 specify the appropriate category of Rented Unit to which it relates; and

3.4.2 indicate the priority for the housing of the Nominees.

3.5 The RP shall have the right to let the Initial Let in respect of the Rented Units to persons of its own choosing in the event of the Council's failure to serve the Nomination List referred to in clause 3.3 within the period of ten working days of receipt of the Vacancy Notice.

3.6 The RP shall within five working days of the date of receipt of the Nomination List referred to in clause 3.3 select a Nominee from the Nomination List in priority order and shall use its reasonable endeavours to arrange viewing of the relevant Rented Unit and offer a Tenancy Agreement to such selected Nominee.

3.7 If the selected Nominee fails to enter into a Tenancy Agreement within five working days of receipt of the RP's offer of a Tenancy Agreement such selected Nominee shall be deemed to have rejected the RP's offer and the RP shall select another Nominee whereupon the procedure set out in clause 3.6 and this clause shall be repeated.

3.8 In the event of the second selected Nominee failing to accept the RP's offer of a Tenancy Agreement within the time prescribed by clause 3.7 then the RP shall make an offer to a third Nominee and the procedure set out in clauses 3.6 and 3.7 shall apply but in the event of such third selected Nominee failing to accept the RP's offer of a Tenancy Agreement within the prescribed time limits the RP shall not be bound to make any further offers of accommodation to Nominees in respect of such vacancy of the Rented Unit but shall be entitled to let the Rented Unit to a tenant of its own choosing.

3.9 The RP's obligations under clauses 3.1 to 3.8 shall cease when all of the Rented Units have been offered to Nominees in accordance with clauses 3.6 to 3.8.

Voids

3.10 Should a Rented Unit become a Void after the Initial Let or the RP has reasonable cause to believe it will become a Void then and in each case:

3.10.1 the RP shall advertise the relevant vacant Rented Unit through a Choice Based Lettings system and request a nomination; and

3.10.2 within two working days of close of bidding the Council shall send the RP the Shortlist setting out a list of Subsequent Nominees which shall contain the information referred to in clause 3.4.

3.11 The RP shall have the right to let the relevant vacant Rented Unit to a person of its own choosing in the event of the Council's failure to serve the Nomination List referred to in clause 3.10 within two working days of close of bidding.

3.12 Upon receipt of the Nomination List referred to in clause 3.10 the RP shall follow the procedure mutatis mutandis set out in clauses 3.6 to 3.8.

3.13 The RP shall not be obliged to follow the procedure set out in clauses 3.10 to 3.12 if it would result in the Subsequent Nominees being nominated for more than 75 per cent of the Rented Units available after the Initial Let and shall have the right to let the relevant vacant Rented Unit to a person of its own choosing.

Provision of information and alteration of lists

3.14 The RP shall give notification to the Council of the occurrence of the following events within five working days of their occurrence:

3.14.1 a Nominee or Subsequent Nominee failing to view a Rented Unit within 10 working days of an offer being made;

3.14.2 a Nominee or Subsequent Nominee failing to accept the offer of a Tenancy Agreement within the time limit prescribed by this Agreement;

3.14.3 a Nominee or Subsequent Nominee accepting an offer of a Tenancy Agreement;

3.14.4 a person accepting an offer of a tenancy from the RP;

3.14.5 the RP rejecting a Nominee or Subsequent Nominee in accordance with clause 3.20.

3.15 In the event of a notice being served pursuant to clause 3.14 then the name of such Nominee or Subsequent Nominee shall be removed from the Nomination List.

3.16 Within ten working days of the Council receiving notice served in accordance with clause 3.14 above save for notice under 3.14.4 the Council shall serve upon the RP the name and address of a Nominee or Subsequent Nominee to add to the Nomination List such notice to include the information set out in clause 3.4.

3.17 If the Council shall within the period mentioned in clause 3.16 notify the RP that the Council then has no suitable Nominee or Subsequent Nominee the Council shall advise the RSL of a suitable replacement Nominee or Subsequent Nominee as soon as reasonably practicable.

3.18 The RP shall have the right to let a Rented Unit to a person of its choosing if the Council's failure to provide a Nominee or Subsequent Nominee creates a Void in respect of that Rented Unit.

3.19 On 1 April 1 July 1 October and 1 January in each year the RP shall serve the Council with details of the letting activities of the Rented Units in a format to be agreed between the RP and the Council.

3.20 The RP shall have the right to interview and make enquiries of each Nominee or Subsequent Nominee and by serving written notice upon the Council to that effect to reject any Nominee or Subsequent Nominee if in the opinion of the RP the grant of a Tenancy to such Nominee would be in contravention of the RP's registered rules or its letting criteria.

3.21 The Council shall immediately notify the RP in writing if any Nominee or Subsequent Nominee is withdrawn from the Nomination List.

3.22 When calculating percentage for the purposes of this Deed percentage equal to or in excess of 0.5 shall be rounded up and percentages less than 0.5 shall also be rounded up.

3.23 The Council and the RP agree that the nomination rights contained in this Deed may be varied from time to time but only by agreement in writing by the parties.

4 NOTICES

Any notice required to be served hereunder shall be sufficiently served on the parties at the address indicated above or such other address notified by one party to the other and any notice shall have been deemed to have been served two working days after posting.

5 TRANSFERS TO OTHER REGISTERED PARTNERS

The RP shall ensure that any registered social landlord to which the Property and Rented Units erected thereon are transferred otherwise than by direction of the

Homes and Communities Agency under its statutory powers shall enter into a similar agreement mutatis mutandis with the Council.

6 MOTGAGEES IN POSSESSION

The provisions of this Agreement shall not apply to any mortgagee in possession or anyone deriving title therefrom or any individual dwelling in respect of which the right to acquire under the Housing Act 1996 Part 1 Chapter 11 or under any other statutory provisions has been validly exercised.

7 DISPUTES

Where any matters fail to be agreed between the parties or any dispute or difference occurs the question shall be referred on the application of either party for the determination of a single expert to be agreed between the parties or in default of agreement to be nominated by the President for the time being of the Chartered Institute of Housing.

8 COSTS

The RP agrees with the Council to pay the reasonable legal costs which the Council incurs in preparing and entering into this deed.

9 AGREEMENTS AND DECLARATIONS

The parties agree:

9.1 nothing in this deed fetters or restricts the exercise by the Council of any of its powers; and

9.2 the obligations contained in this Deed are covenants for the purpose of s33 of the Local Government (Miscellaneous Provisions) Act 1982.

EXECUTED as a **DEED** by
XXXXXXXXX
acting by:

Director

Director/Secretary

SEALED with the **COMMON SEAL** of

ARUN DISTRICT COUNCIL in the presence of:

....

APPENDIX 2

West Sussex Fire Brigade Guidance Notes

WEST SUSSEX FIRE & RESUCE SERVICE

Guidance Note: The Provision of Fire Hydrants and an Adequate Water Supply for Fire Fighting

1.0 Water Undertakers

The water undertakers in the County are as follows:

Portsmouth Water Company
Southern Water Authority - Incorporating Hardham Brighton and Worthing
South East Water
Sutton and East Surrey Water Company

2.0 Hydrants

Hydrants will be installed if required, in the following circumstances:

- i) when new water mains are laid
- ii) to cover new building development and
- iii) where fire risk is increased

2.1 Hydrants on New Mains

Water undertakers are required to notify the Fire Authority of proposals for new water mains. Details of such proposals are sent to Brigade Headquarters usually in plan form

2.2 New Hydrants on Existing Mains

Water undertakers are required to notify the Fire Authority of proposals for replacements if existing mains. The need may arise to provide additional hydrants where there has been new building development or where existing supplies have become inadequate

2.3 Location and spacing of Hydrants

Fire Hydrants should be sited in positions to be agreed by the Fire Authority and, where possible, such locations will be at main roads, feeder roads or road junctions where they are readily visible

Although no statutory distance is laid down for the spacing of hydrants, the distribution of hydrants relates to the location and degree of risk in accordance with the following general guidelines:

I Residential (to include Sheltered Housing)

Approximately 360 metres apart

In effect, up to 350 metres apart and no more than 180 metres back to a hydrant in cul de sacs etc

II Industrial, Industrial Estate and Associated Risks:

In effect up to 180 metres apart and no more than 100 metres back to a hydrant in cul de sacs but these distances may be reduced in areas subject to higher risk

III Hospitals, Institutions, Hotels etc:

To conform to any relevant Code of Practice. In the absence of such guidance 180 metres and no further back to a hydrant than 100 metres from risk

IV Educational Establishments and Other County Council Premises excepting previously outlined:

To conform to any relevant Code of Practice. In the absence of such guidance 180 metres apart and no further back to a hydrant than 100 metres from risk

V Town Centres, Shopping Buildings, Malls and Other Major Commercial Developments:

To conform to any Code of Practice. In the absence of such guidance, as for Industrial.

VI Rural Areas:

In rural areas, particular attention is paid to specific risks. Therefore, it is not appropriate to indicate a general spacing standard for rural areas

VII Trunk Road and Motorways:

Where distribution systems allow, at 1 km intervals. At service centres (Little Chef, Happy Eaters etc) hydrants should be installed at the access position to the acceleration and deceleration points where they are readily visible

VIII Major Risks:

Such risks are considered individually to ensure that the overall position for fire fighting comprising, as appropriate, internal water based protection systems, private fire hydrants, statutory fire hydrants and other 'open water' supplies, is adequate.

3.0 Water Supply

3.1 Diameter of Water Mains

Hydrants are to be fitted to water mains of not less than 100 mm in diameter in residential areas and not less than 150mm diameter in industrial and commercial areas.

3.2 Water Pressure

Water undertakers are under a statutory duty to cause the water in such of their water mains as have fire hydrants affixed to them to be laid on constantly and at such pressure as will cause the water to reach the top of the top-most storey of every building in the undertakers area

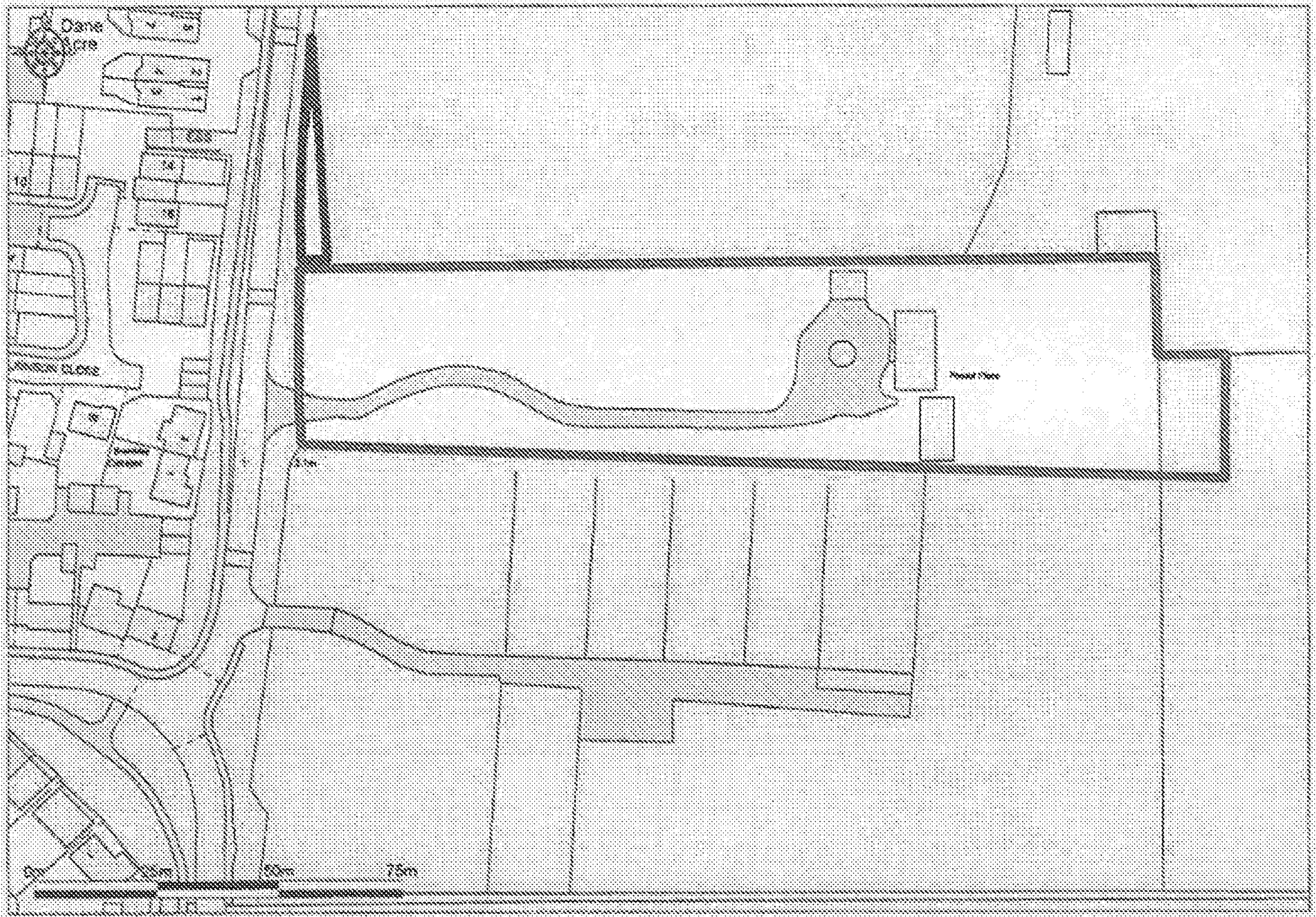
APPENDIX 3

Not Used

APPENDIX 4

Plan 1

Site Location Plan
1:1250



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Pound Place
Roundstone Lane, Angmering.

Executed as a deed by affixing the common seal of)
WEST SUSSEX COUNTY COUNCIL in the presence of:)
)
)

....

Authorised Officer

....

Authorised Officer

Executed as a deed by affixing the common seal of)

ARUN DISTRICT COUNCIL in the presence of:)

)

)

6 5/2015

[redacted]

HEIDI-ANNE O'NEILL
DATA COMPLIANCE SOLICITOR

Authorised Officer

……………………………………………

Authorised Officer

Executed as a deed by GARRY PAUL ATKINS in the presence of:

……………………………………………

GARRY PAUL ATKINS

……………………………………………

Witness

Wintess Name:

Witness Address:

Wittness Occupation

Executed as a deed by MAITE ATKINS in the presence of:

…………………………………………

MAITE ATKINS

…………………………………………

Witness

Wintess Name:

Witness Address:

Wittness Occupation

Executed as a deed by HSBC BANK PLC acting by its duly authorised Attorney in the presence of:

…………………………………………

Witness

Wintess Name:

Witness Address:

Wittness Occupation

Executed as a deed by affixing the common seal of)

ARUN DISTRICT COUNCIL in the presence of:)

6/5/2015

[redacted]

HEIDI-ANNE O'NEILL
DATA COMPLIANCE SOLICITOR

Authorised Officer

……………………………………

Authorised Officer

Executed as a deed by GARRY PAUL ATKINS in the presence of:

……………………………………

GARRY PAUL ATKINS

……………………………………

Witness

Wintess Name:

Witness Address:

Witness Occupation

Solicitor to the Council
Arun District Council
The Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF

I hereby certify this to be
a true copy
Dated
24 April 2015

[redacted]

Executed as a deed by affixing the common seal of)
WEST SUSSEX COUNTY COUNCIL in the presence of:)
)
)

15658/15

[redacted]

Authorised Officer

I hereby **certify this to be**
a true copy
Dated
24 April 2015

[redacted]

Dolly n Jones

Solicitor to the Council
Arun District Council
The Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF

Executed as a deed by affixing the common seal of)
)
ARUN DISTRICT COUNCIL in the presence of:)
)

....

Authorised Officer

....

Authorised Officer

Executed as a deed by GARRY PAUL ATKINS in the presence of:

[redacted]

GARRY PAUL ATKINS

[redacted]

Witness

Wintess Name: CHRISTOPHER DIXON

Witness Address: RAWLISON BUTLER LLP GRIFFIN HOUSE 135 HIGH STREET
CRAWLEY RH10 1DQ

Wittness Occupation SOLICITOR

I hereby certify this to be
a true copy
Date [redacted] 2015

Solicitor to the Council
Arun District Council
The Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF

Executed as a deed by MAITE ATKINS [redacted].....
in the presence of:

MAITE ATKINS

[redacted]....

Witness

Wintess Name: CHRISTOPHER DIXON

Witness Address: RAWLISON BUTLER LLP, GRIFFIN HOUSE 135 HIGH STREET
CRAWLEY RH10 1DQ

Wittness Occupation SOLICITOR

Executed as a deed by HSBC BANK PLC acting by its duly authorised Attorney in the presence of:

....

Witness

Wintess Name:

Witness Address:

Wittness Occupation

I hereby certify this to be
a true copy
Dated 28 April 2015

.... [redacted]

Solicitor to the Council
Arun District Council
The Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF

Executed as a deed by MAITE ATKINS
in the presence of:

……………………………………

MAITE ATKINS

……………………………………

Witness

Wintess Name:

Witness Address:

Wittness Occupation

Executed as a deed by HSBC BANK PLC acting by its duly authorised Attorney in the presence of:

……………………………………

Witness

Wintess Name:

Witness Address:

Wittness Occupation

Signed as a Deed by:- [redacted]

As Attorney for HSBC Bank plc
In the presence of:- [redacted]

HSBC Bank plc
PO Box 6308, Coventry, CV3 9LB

I hereby certify this to be
a true copy
Dated 2nd April 2015

[redacted]

Solicitor to the Council
Arun District Council
The Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF

ATK28 9373874

5574250-2-SECTION 106 AGREEMENT

Site Location Plan
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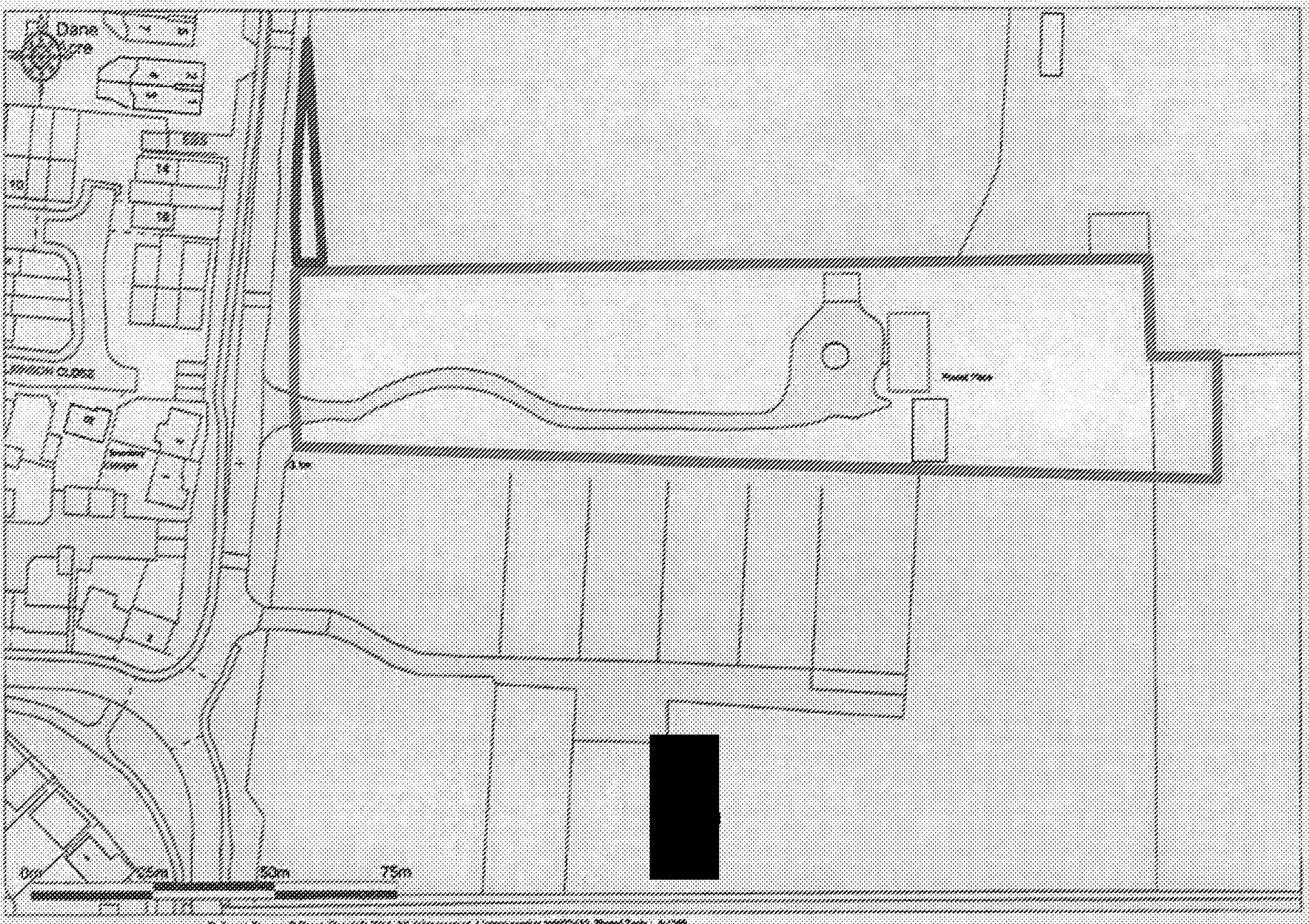

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Promap

Pound Place
Roundstone Lane, Angmering.

ARUN DISTRICT COUNCIL A/154/14/OUT

DISTRICT COUNCIL A/154/14/OUT