

DATED 27 August 2019

ARUN DISTRICT COUNCIL

and

WEST SUSSEX COUNTY COUNCIL

and

JAMES STUART HAZELGROVE and STEVEN LINDSAY CLORAN and GRAHAM ROBERT FULLER

and

CLEMENT CHARLES FITZROY SOMERSET and SOPHIE ELIZABETH PINNEGAR

and

DARYL FEDELE PERILLI and SONJA BROWNING-PAGE

and

AMANDA KARINA PERILLI and MELINDA ANNE PERILLI and LISA DINAH ESPEZEL and MARIA VANESSA THOMAS

and

RYDON HOMES LIMITED

PLANNING OBLIGATION AGREEMENT

Relating to

Land North of Water Lane, Angmering, West Sussex
Ref: A/40/18/OUT

Arun District Council
Arun Civic Centre
Maitravers Road
Littlehampton
BN17 5LF

DEED OF AGREEMENT

DATED:

27 August

2019

BETWEEN:

- (1) **ARUN DISTRICT COUNCIL** of Arun Civic Centre Maltrovers Road Littlehampton BN17 5LF ("the District Council")
- (2) **WEST SUSSEX COUNTY COUNCIL** of County Hall, West Street, Chichester, West Sussex, PO19 1RQ ("the County Council")
- (3) **JAMES STUART HAZELGROVE** of Angmering Raceway, Water Lane, Angmering, Littlehampton BN16 4EL and **STEVEN LINDSAY CLORAN** of Manor Farm House, Ecclesden Lane, Angmering, Littlehampton BN16 4DQ and **GRAHAM ROBERT FULLER** of Priory Manor, Tortington, Arundel BN18 0BG ("Owner 1")
- (4) **CLEMENT CHARLES FITZROY SOMERSET** and **SOPHIE ELIZABETH PINNEGAR** of Tudor Barn, The Street, Clapham, Worthing, BN13 3UU ("Owner 2")
- (5) **DARYL FEDELE PERILLI** of Flat 2, 25 Brunswick Terrace, Hove, East Sussex BN3 1HJ and **SONJA BROWNING-PAGE** of Woodlands Glade, Durfold Wood, Plaistow, Billingshurst, West Sussex, RH14 0PL ("Owner 3")
- (6) **AMANDA KARINA PERILLI** of 5 Palmer Road, Angmering Littlehampton BN16 4LJ and **MELINDA ANNE PERILLI** of 4 Pottery Cottages, Crossbush Lane, Poling, Arundel BN18 9PN and **LISA DINAH ESPEZEL** of Palma Vista, 395 La Dehesa, Vejer De La Frontera, 11-50 Cadiz Spain and **MARIA VANESSA THOMAS** of Chestnuts, Church Lane, Yapton, Arundel, BN18 0EH ("Owner 4") and
- (7) **RYDON HOMES LIMITED** incorporated and registered in England and Wales with company number (04773137) whose registered office is at Rydon House, Station Road, Forest Row, East Sussex, RH18 5DW ("the Developer").

RECITALS

A Definitions

- A.1 Words and phrases used in this Agreement are defined in clause 2.1 and also in the relevant Schedules.

B Interests in the Site

- B.1 Owner 1 is the freehold owner of the First Property as set out in Schedule 1

- B.2 By an Option Agreement dated 25 June 2015 made between James Stuart Hazelgrove (1) and the Developer (2) the Developer has the benefit of an option to purchase the First Property.
- B.3 Owner 2 is the freehold owner of the Second Property as set out in Schedule 1
- B.4 By an Option Agreement dated 26 June 2015 made between John Fitzroy Pechell Somerset (1) Dr Adam Werne Paynter and Raglan Horatio Andrew Harold Tribe (2) Clement Charles Fitzroy Somerset (3) and the Developer (2) (as varied by a Deed of Variation dated 8 December 2016 between the same parties) the Developer has the benefit of an option to purchase the Second Property
- B.5 Owner 3 is the freehold owner of the Third Property as set out in Schedule 1
- B.6 Owner 4 is the freehold owner of the Fourth Property as set out in Schedule 1
- B.7 By an Option Agreement dated 23 November 2017 made between Owner 3 and Owner 4 (1) and the Developer (2) the Developer has the benefit of an option to purchase the Third Property and the Fourth Property
- B.8 The County Council is the registered proprietor of land under title number WSX328346 which is publicly adopted highway and part of which is included within the Land
- B.9 Clement Charles Fitzroy Somerset is the registered proprietor of land under title number WSX387225 part of which is included within the Land
- C The District Council and County Council
- C.1 The District Council is the local planning authority for the purposes of section 106 of the 1990 Act for the area in which the Land is situated, the local authority responsible for provision of Affordable Housing, the local authority responsible for leisure provision and acts as agent for the Sussex Police and Crime Commissioner and the National Health Service in the collection of contributions due to them under this Agreement.
- C.2 The County Council is a planning authority for the purposes of section 106 of the 1990 Act and is the highway authority for the purposes of the Highways Act 1980, the education authority, the fire and rescue authority and the authority responsible for the provision of library services for the area in which the Land is situated
- D Planning**
- D.1 The Developer on 20 March 2018 submitted the Application to the District Council.
- D.2 At a meeting of the District Council's Development Control Committee held on 27 June 2019 it was resolved that planning permission for the Development should be granted subject to the completion of this Agreement.
- D.3 The parties to this Agreement have given due consideration to the requirements of Regulation 122 of the CIL Regulations 2010 and agree that the planning obligations contained in this Agreement are:
- 1.1 necessary to make the Development acceptable in planning terms;
 - 1.2 directly and fairly related to the Development; and

1.3 fairly and reasonably related in scale and kind to the Development.

OPERATIVE PROVISIONS

1 Operative Powers

This Agreement is entered into pursuant to section 106 of the 1990 Act and section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011.

2 Interpretation

2.1 In this Agreement the following expressions shall unless the context otherwise requires have the following meanings:

2.1.1	1990 Act	means the Town and Country Planning Act 1990 (as amended).
2.1.2	A259 Corridor Improvement Contribution	means the financial contribution of £120,000.00 (one hundred and twenty thousand pounds) to support the delivery of A259 corridor improvement scheme being delivered by the County Council.
2.1.3	Affordable Housing	means any form of housing identified within legislation the National Planning Policy Framework or a Ministerial Statement as meeting the requirements of affordable housing planning obligation under section 106 of the Act (or any successor legislation) or the provision of which would make such a planning obligation unnecessary and may include but is not limited to: social rented housing affordable rented housing shared ownership housing intermediate housing (including intermediate rent, shared equity and low cost homes for sale)

2.1.4	Affordable Housing Master Plan	means a plan to be submitted to and agreed with the District Council before Commencement of Development which details the strategy for the delivery of the Affordable Housing Units and which shall require at least 30% (158) of the Housing Units to be provided as Affordable Housing Units of which 75% (118) shall be Rented Units and 25% (40) shall be Intermediate Units (or such other proportions as may be agreed with the District Council).
2.1.5	Affordable Housing Units	means the Affordable Housing Units identified on the Affordable Housing Master Plan to be made available as Rented Units or Intermediate Units.
2.1.6	All Requisite Consents	means all requisite consents, orders, agreements, authorisations licences and permissions required to implement the Highway Works Scheme and includes a Section 278/38 Agreement pursuant to Highways Act 1980.
2.1.7	Application	means the planning application submitted by the Developer to the District Council for planning permission for the Development and bearing reference number A/40/18/OUT and being described in full as Outline application for the development of up to 525 residential dwellings (Class C3), 3 ha (gross) of employment land (Class B1), public open space, play areas, associated infrastructure and landscaping.
2.1.8	BCIS Index	means the All-In Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or (if such index is at the relevant time no longer published) such other comparable index or basis for indexation as the County Council may specify.

2.1.9	CCG	means the NHS Sussex Coastal Clinical Commissioning Group.
2.1.10	CIL Regulations	means the Community Infrastructure Levy Regulations 2010 (SI 2010/948) as amended.
2.1.11	Commencement	means the carrying out on the Land of a material operation as defined in section 56(4) of the 1990 Act pursuant to the Permission but not otherwise save that for the purpose of this definition the carrying out of any works of site clearance ground investigation and site survey works construction of boundary fencing or hoardings construction of temporary accesses and/or highway works archaeological investigation site decontamination or remediation works shall not be deemed to be the carrying out of a material operation and "Commence and "Commenced" shall be construed accordingly.
2.1.12	County Council Contributions	means the Library Contribution, the Primary Education Contribution, the Secondary Education Contribution, the Nursery Education Contribution, the Sixth Form Education Contribution the Flood Alleviation Measures Contribution, the A259 Corridor Improvement Contribution and the Fire and Rescue Infrastructure Contribution as referred to in Schedule 6.
2.1.13	Development	means development of the Land for residential development comprising residential development of up to 525 residential dwellings (Class C3), 3 ha (gross) of employment land (Class B1), public open space, play areas, associated infrastructure and landscaping.
2.1.14	District	means the district of Arun.

2.1.15	District Council Contributions	means the Health Care Contribution, the Sport and Leisure Contribution, and the Police Contribution as referred to in Schedule 3.																	
2.1.16	Employment Land	means that 1.5 ha (net) of the land allocated for employment use (Class B1) and shown for identification purposes edged blue on Plan 2 attached to this Agreement.																	
2.1.17	Expert	means an independent expert appointed in accordance with clause 10 to determine disputes in connection with this Agreement.																	
2.1.18	Fire and Rescue Infrastructure Contribution	means a financial contribution to be used towards the re-development of Littlehampton Fire Station to be calculated in accordance with the following formula:- $Y \times Z$ where: Y = The estimated adjusted increase in population generated by the Development calculated by reference to the total number of Housing Units, less any allowance for Affordable Housing Units (which for Arun District is 100% only for social rented housing and affordable rented housing and all other forms of Affordable Housing Unit receiving no discount) as approved by a subsequent reserved matters approval. Using the latest published occupancy rates published by the Office for National Statistics with the current occupancy rates given as a guideline. <table> <tr> <th rowspan="2">Dwelling Size</th><th colspan="2">Occupancy</th></tr> <tr> <th>House</th><th>Flat</th></tr> <tr> <td>1 bed</td><td>1.5</td><td>1.3</td></tr> <tr> <td>2 bed</td><td>1.9</td><td>1.9</td></tr> <tr> <td>3 bed</td><td>2.5</td><td>2.4</td></tr> <tr> <td>4+ bed</td><td>3.0</td><td>2.8</td></tr> </table>	Dwelling Size	Occupancy		House	Flat	1 bed	1.5	1.3	2 bed	1.9	1.9	3 bed	2.5	2.4	4+ bed	3.0	2.8
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		Z = the estimated costs of providing additional Fire and Rescue Infrastructure per head in the Southern Service Division of West Sussex at the time of payment (which for information, for 2018/19 is £15 for Southern Division).
2.1.19	Flood Alleviation Measures Contribution	means a financial contribution of £54,600.00 towards the Angmering Flood Risk Management Project to deliver sustainable water management for the Black Ditch catchment through Angmering.
2.1.20	Green Infrastructure Space	means an area (or areas) of land comprising general public open space and including LEAPS , LAPS, a NEAP. informal open space, pedestrian and cycle links, and SuDS attenuation basins.
2.1.21	Green Infrastructure Space Specification	means a detailed specification (including for the avoidance of doubt the location of the Green Infrastructure Space within the Land) and phasing programme for the delivery for the Green Infrastructure Space Works to be agreed in writing between the District Council and the Owner in accordance with Schedule 4.
2.1.22	Green Infrastructure Space Works	means works for the creation of the Green Infrastructure Space to be undertaken by the Owner in accordance with Schedule 4 of this Agreement.
2.1.23	Health Care Contribution	means the sum of £575,184.00 towards the expansion of existing facilities at the Coppice G P Surgery or where existing constraints and/or building condition restrict further development the CCG seeks to include these necessary and additional works as part of a new integrated community hub facility.
2.1.24	Highway Drawings	means the drawings showing the Highway Works being marked ITB9105-GA-024B,

		ITB9105-GA-108E, ITB9105-GA-106D and Figure NMU1 and attached to this Agreement at Appendix 2.
2.1.25	Highway Works	means the provision of the following on the existing public highway: (i) Improvement works at the A27/A280/Titnore Lane Roundabout junction as shown on Highway Drawing ITB9105-GA-024B ("HW1"). (ii) Construction of a new roundabout at the A280/Water Lane junction as shown indicatively on Highway Drawing ITB9105-GA-108E ("HW2") (iii) Highway works to provide footway on Dappers Lane as shown indicatively on Highway Drawing ITB-9105-GA-106D ("HW3"). (iv) Provision of dropped kerb and tactile paving along Merryfield Crescent where they meet other junctions as shown indicatively on Figure NMU1; (v) Provision of tactile paving to cross to Chantryfield Road as shown indicatively on Figure NMU1; (vi) Provision of tactile paving on Pine Tree Close and Furzefield Close as shown indicatively on Figure NMU1; (vii) Provision of dropped kerbs on Garden Close as shown on Figure NMU1. (works shown on Figure NMU1 together "HW4") and delivered in accordance with a Highway Works Scheme.
2.1.26	Highway Works Scheme	means a scheme in respect of the Highway Works and delivered in accordance with

		Schedule 7.
2.1.27	Homebuy Agent	means the Registered Provider appointed by Homes England to administer shared ownership applicants and schemes across the County of West Sussex.
2.1.28	Homes England	means the body created pursuant to the Housing and Regeneration Act 2008 exercising (in England) the functions of affordable housing and includes any successor body exercising a similar function.
2.1.29	Housing Unit(s)	means any housing unit to be erected on the Land pursuant to the Permission including for the avoidance of doubt any flats or apartments and "Housing Units" shall be construed accordingly.
2.1.30	Intermediate Units	means Affordable Housing Units made available for sale and rent provided at a cost above social rent but below open market levels and includes shared equity (shared ownership and equity loans) other low cost homes and intermediate rent but does not include Rented Units.
2.1.31	Interest	means interest at 4% above the base lending rate of the Bank of England at the time when the sums become due.
2.1.32	Land	means all that land against which this Agreement may be enforced described in Schedule 1 and shown for identification purposes only edged red on Plan 1.
2.1.33	LAP	means a local area of play being an unequipped space with natural elements such as mounds and boulders together with a seat and bin specifically laid out to encourage imaginative play in younger children designed in general conformity with the Play England's Design for Play guide, Guidance for Outdoor Sport and

		Play 2015 (Fields in Trust) and current best practice and with an activity zone of 100sq.m.
2.1.34	LEAP	means a local equipped area of play designed in general conformity with the Play England's Design for Play guide, Guidance for Outdoor Sport and Play 2015 (Fields in Trust) and current best practice and which is intended for children who are beginning to go out and play independently. The space, which is to have a buffer zone of at least 20 metres, is to be designed to provide a stimulating and challenging play experience. It is to have a minimum activity zone of 400 square metres and contain a minimum of at least 6 play experiences with safety surfaces and which is to be provided and managed by the Owner or Management Company in accordance with Schedule 4 and by way of example a LEAP could include : • Swings (2 seat) • Multi-play unit (climbing and sliding) (counts as two pieces of equipment) • Rotary item (small roundabout) • Springy <i>OR play equipment that will provide at least an equivalent variation of play experiences.</i>
2.1.35	LEMP	means the landscape and ecological management plan for the Green Infrastructure Space incorporating the Green Infrastructure Space Specification to be submitted to and approved by the District Council in accordance with the provisions of Schedule 4.
2.1.36	Library Contribution	means a financial contribution of £98,437.50 towards the development and enhancement of existing services at

		Angmering Library.
2.1.37	Management Company	means a management company incorporated for the purpose of collecting an income and/or maintenance fees or similar from the owners of the Housing Units or such other organisation as may be approved in writing by the District Council such approval not to be unreasonably withheld or delayed.
2.1.38	Market Dwellings	any Housing Unit which is not an Affordable Housing Unit.
2.1.39	Marketing Plan	means a plan setting out the methodology, timescales and delivery for the marketing of the Employment Land.
2.1.40	Mortgagee	means a mortgagee or chargee or security trustee or any receiver (including any administrative receiver or receiver) of the Owner or a Registered Provider or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver.
2.1.41	Neighbourhood Equipped Area of Play ("NEAP")	means a play area mainly for older children but opportunities for younger children too with stimulating and challenging play with a minimum of nine play experiences. Equipment to be natural ie wooden in structure to fit with the surrounds, recognisable landscaped boundaries and a buffer zone of 30m minimum of nearest property. Seating and litter bins to be provided and positioned by well used pedestrian route.

2.1.42	Nursery Education Contribution	means a financial contribution of £748,125.00 to be used towards the provision of a new early years facility serving Angmering preferably located alongside the new primary school at Mayflower Park and the site immediately north of Mayflower Park (i.e Bramley Green) or expansion of existing provision to meet new place requirements based on the provision of 525 dwellings.
2.1.43	Occupation	means beneficial occupation of Housing Units or other parts of the Development other than occupation for the purposes of construction fitting out security marketing or repair and 'Occupied' shall be construed accordingly.
2.1.44	Owner	means any or all of Owner 1, Owner 2, Owner 3 or Owner 4 as the context admits.
2.1.45	Permission	means planning permission for the Development pursuant to the Application and shall include any amendment to the Development whether granted pursuant to section 73 of the 1990 Act or otherwise.
2.1.46	Plan 1	means the plan attached to this Deed as Appendix 3 and marked 's106 Plan'.
2.1.47	Plan 2	means the plan attached to this Deed as Appendix 4 and marked "Employment Plan".
2.1.48	Police Contribution	the sum of £95,534.76, comprising :- £7,107.09 towards the officer start-up equipment cost in the Angmering Neighbourhood Policing Scheme £9,009.00 towards officer start-up recruitment and training in the Angmering Neighbourhood Policing Team £1,773.10 towards staff start-up equipment

		cost at Littlehampton Police Station £901.00 towards staff start-up recruitment and training at Littlehampton Police Station £58,737.07 towards the cost of the new Neighbourhood Policing Team office within the re-provided Littlehampton Police Station £18,007.50 towards the purchase of an additional vehicle for use by the Angmering Neighbourhood Policing Team.
2.1.49	Primary Education Contribution	means a financial contribution of £2,650,200.00 to be used towards the provision of a new primary school serving Angmering accommodated on 2 hectares of land provided by Angmering Parish Council at Mayflower Park and the site immediately north of Mayflower Park (i.e Bramley Green) based on the provision of 525 dwellings.
2.1.50	Reasonable Endeavours	means those reasonable steps which a prudent and determined person or company acting in his or its best interests and anxious to achieve the stated objective would take (save where the Agreement otherwise indicates).
2.1.51	Registered Provider	means either: (i) A provider who is on the Arun District Council list of Approved Registered Providers (attached as Appendix 1 to this Agreement; or (ii) a provider specifically approved by the District Council for the purpose of this Agreement.
2.1.52	Rented Units	means Affordable Housing Units that will be let at a rent which will be no higher than 80% of the open market rent paid in the District for the unit type such rent to be in

		accordance with guidance issued by Homes England and the National Planning Policy Framework.										
2.1.53	Reserved Matters Application	means an application under the 1990 Act for approval of reserved matters reserved under the Planning Permission for subsequent approval.										
2.1.54	RPI Index	means the Retail Prices (All Items) Index as published by the Office for National Statistics or (if such index is at the relevant time no longer published) such other comparable index or basis for indexation as the District Council may specify.										
2.1.55	Secondary Education Contribution	means a financial contribution of £2,414,736 being based on the estimated additional secondary aged pupil population that would be generated by the Development and the cost of providing a 10FE secondary school for Arun plus land costs, which equates to a cost of £33,538 per secondary aged pupil generated as a result of the Development, PROVIDED THAT the following SHMA compliant housing mix is adhered to in any subsequent Reserved Matters Application: <table><tr><td>Dwelling Size</td><td>Number of Units</td></tr><tr><td>1 bed flats/houses</td><td>67</td></tr><tr><td>2 bed flats/houses</td><td>232</td></tr><tr><td>3 bed flats/houses</td><td>181</td></tr><tr><td>4+ bed flats/houses</td><td>44</td></tr></table> Should the housing mix differ from the above table in any Reserved Matters Application, the contribution will be calculated in accordance with the following formula: £33,538.00 x ACP = Secondary Education Contribution where:	Dwelling Size	Number of Units	1 bed flats/houses	67	2 bed flats/houses	232	3 bed flats/houses	181	4+ bed flats/houses	44
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		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 Housing Units, as approved by a subsequent Reserved Matters Application. The current occupancy rates are as follows:																								
		<table><tr><th colspan="2">Dwelling size</th><th colspan="2">Occupancy</th></tr><tr><th></th><th></th><th>House</th><th>Flat</th></tr><tr><td>1-bed</td><td>=</td><td>1.5</td><td>1.3</td></tr><tr><td>2-bed</td><td>=</td><td>1.9</td><td>1.9</td></tr><tr><td>3-bed</td><td>=</td><td>2.5</td><td>2.4</td></tr><tr><td>4+bed</td><td>=</td><td>3.0</td><td>2.8</td></tr></table>	Dwelling size		Occupancy				House	Flat	1-bed	=	1.5	1.3	2-bed	=	1.9	1.9	3-bed	=	2.5	2.4	4+bed	=	3.0	2.8
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		Using the latest published occupancy rates from the census statistics published by the Office for National Statistics to determine an overall population increase the following factors are applied. 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 5 year groups for secondary (years 7 to 11). and such contribution to be used towards infrastructure associated with Phase 1 of a new secondary school serving Arun.																								
2.1.56	Secretary of State	means the Secretary of State for Housing Communities and Local Government or other minister or other authority for the time being having or entitled to exercise the powers conferred on the Secretary of																								

		State for Housing Communities and Local Government by the 1990 Act.
2.1.57	Services	means the relevant property has proper connections within its boundary so as to connect it to surface water drainage facilities and to mains foul drainage water gas electricity and telecommunications (or such of the aforesaid services, if any, the provision of which is anticipated to be required as hereinafter mentioned) and enjoys direct access to the public highway or a roadway constructed to adoptable standards (connecting to the public highway) which is the subject of an agreement under section 38 of the Highways Act 1980 to be adopted as a highway maintainable at the public expense and in each case adequate for the purpose of its prospective use.
2.1.58	Sixth-Form Education Contribution	means a financial contribution to be used towards future expansion at The Angmering School Sixth Form to be calculated in accordance with the following formula: DfE figure (Sixth Form) x ACP = Sixth Form Education Contribution where: <u>Note:</u> 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 Housing Units, less any allowance for Affordable Housing Units (which for Arun District is 100% only for social rented housing and affordable rented housing and for all other types of Affordable Housing Units there is no discount applied), as approved by a subsequent Reserved Matters Application. The current occupancy rates are as

		follows: <table><tr><th rowspan="2">Dwelling Size</th><th rowspan="2"> </th><th colspan="2">Occupancy</th></tr><tr><th>House</th><th>Flat</th></tr><tr><td>1 bed</td><td>=</td><td>1.5</td><td>1.3</td></tr><tr><td>2 bed</td><td>=</td><td>1.9</td><td>1.9</td></tr><tr><td>3 bed</td><td>=</td><td>2.5</td><td>2.4</td></tr><tr><td>4+ bed</td><td>=</td><td>3.0</td><td>2.8</td></tr></table> Using the latest published occupancy rates from the census statistics published by the Office for National Statistics to determine an overall population increase the following factors are applied. 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) and 5 for secondary (years 7 to 11). For Sixth Form, a factor of 0.54 is applied to the Child Product figure as this is the average percentage of year 11 school leavers who continue into Sixth Form colleges in West Sussex. DfE Figure = Department for Education (DfE) Sixth Form School building costs per pupil place) as adjusted for the West Sussex area applicable at the date when the Sixth Form Education Contribution is paid (which currently for the financial year 2019/2020 is £30,019 for Sixth Form), updated as necessary by the Royal Institute of Chartered Surveyors Building Cost Information Service All-In Tender Price Index.	Dwelling Size		Occupancy		House	Flat	1 bed	=	1.5	1.3	2 bed	=	1.9	1.9	3 bed	=	2.5	2.4	4+ bed	=	3.0	2.8
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4+ bed	=	3.0	2.8																					
2.1.59	Specified Date	means the date upon which an obligation arising under this Agreement is due to be performed.																						

2.1.60	Sport and Leisure Contribution	Means the financial contribution of £794,071.00 comprising:- £361,777.00 contribution towards providing the flexible hall space at a Sports and Community Hub at Palmer Road, Angmering. £253,882.00 to increase the capacity of swimming pool changing facilities including providing village change spaces as part of the new leisure centre to be provided in Littlehampton. £34,695.00 towards the provision of a new 3G pitch surface and base layer at the new facility at Palmer Road in Angmering to serve the East of the District. £143,717.00 towards the provision of a new sports pitch at the Palmer Road Recreation Ground in Angmering to serve the East of the District.
2.1.61	Statutory Undertaker	means any public gas transporter water or sewerage undertaker electricity supplier or public telecommunications operator.
2.1.62	Working Day	means any day excluding Saturday or Sunday or any bank or public holiday or any day between Christmas Eve and New Year's Day which would otherwise be a Working Day.

- 2.2 Where in this Agreement reference is made to a clause sub-clause paragraph schedule plan or recital such reference (unless the context otherwise requires) is a reference to a clause paragraph schedule plan or recital of or (in the case of a plan) attached to this Agreement.
- 2.3 Words denoting any one gender only shall include both genders and may be used interchangeably and words denoting natural persons include firms companies and corporations and vice versa.

- 2.4 Words importing the singular number only shall include the plural number and vice versa and where there is more than one covenantor the obligation of such covenantors shall be joint and several.
- 2.5 Any reference to a statute or statutory instrument (whether or not specifically named) includes any statute or statutory instrument amending consolidating or replacing them respectively and for the time being in force and references to a statute include all statutory instruments orders plans regulations byelaws permissions and directions for the time being made issued or given or deriving validity pursuant to them.
- 2.6 Where the agreement approval consent or an expression of satisfaction is required by the Owner under the terms of this Agreement from the District Council or the County Council that agreement approval consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.
- 2.7 Save where the context otherwise requires references to any party shall include the successors in title of that party.
- 2.8 References in this Agreement to the District Council or the County Council shall include references to their respective successors in statutory function.

3 Legal Effect

- 3.1 This Agreement is executed by the parties as a deed and will constitute a planning obligation for the purposes of section 106 of the 1990 Act to the extent that it shall bind the Owner and the Developer and their successors in title to each and every part of the Land.
- 3.2 This Agreement shall be enforceable by the District Council as to covenants in its favour and set out at Schedules 2, 3 and 4 and by the County Council as to covenants in its favour and set out at Schedules 5 and 6.
- 3.3 The Owner shall upon parting with the fee simple in any part of the Land be released from all obligations rights and duties under the terms of this Agreement insofar as they relate to such part of the Land (save in respect of liability for any antecedent breach of this Agreement) and shall upon parting with the entirety or any part of their interest in the Land be released from all liability whatsoever under the terms of this Agreement in respect of the Land disposed of save insofar as it relates to an antecedent breach of this Agreement.
- 3.4 This Agreement other than clause 4.2 (legal costs) and 9.1 (notice) shall not take effect until the following conditions precedent have been satisfied:
- 3.4.1 the Permission being granted; and
- 3.4.2 the Commencement of the Development.
- 3.5 Nothing in this Agreement shall be construed as prohibiting limiting or affecting any right to develop any part of the Land in accordance with a planning permission (other

- than the Permission) granted by the District Council or the Secretary of State on appeal or by reference to him after the date of this Agreement and for the avoidance of doubt any operations works or development in accordance with such a planning permission shall not constitute Commencement under the terms of this Agreement.
- 3.6 Each clause sub-clause paragraph schedule or plan shall be separate distinct and severable from each other to the extent only that if any clause sub-clause paragraph schedule or plan becomes or is invalid because of a change of circumstances or any other unforeseen reasons or if any one or more of such clause sub-clause paragraph schedule or plan shall be held by the courts to be void for any reason whatsoever but would be valid if severed or any wording was deleted or any time period reduced or scope of activities or area covered diminished then any modifications necessary to ensure such clause sub-clause paragraph schedule or plan be valid shall apply without prejudice to any other clause sub-clause paragraph schedule or plan contained therein.
- 3.7 Except insofar as legally or equitably permitted nothing contained within this Agreement shall fetter the District Council or the County Council in its future exercise of rights and powers under the 1990 Act Local Government Act 1972 or any other statutory power.
- 3.8 For the purposes of (inter alia) the Contracts (Rights of Third Parties) Act 1999 nothing in this Agreement is intended to confer any benefit upon or create rights in favour of any party other than the parties executing this Agreement and their respective successors in title.
- 3.9 Nothing in this Agreement shall be construed as imposing any obligation on any Statutory Undertaker who acquires an interest in the Land for the purpose of undertaking their statutory functions.
- 3.10 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner and the Developer) it is modified by any statutory procedure or expires before the Development is Commenced.
- 3.11 No obligations, undertakings or liabilities under this Agreement shall be enforceable against:-
- (i) individual purchasers or lessees of any Housing Unit unless that individual purchaser or lessee Occupies in breach of Schedule 2 save as otherwise provided in this Agreement; or
 - (ii) Any chargee or mortgagee acquiring an interest in the Land after the date of this Agreement unless said chargee or mortgagee becomes a chargee or mortgagee in possession of the Land.
- 3.12 All the obligations in this Agreement are conditional upon the District Council granting the Permission.

3.13 No obligations, undertakings or liabilities under this Agreement shall be enforceable against:

- (i) a tenant or any occupant of an Affordable Housing Unit exercising a right to buy right to acquire or similar statutory right to purchase or who has staircased to 100% of the equity in the relevant Affordable Housing Unit, or
- (ii) any mortgagee of a tenant under a lease of an Affordable Housing Unit or any receiver appointed by such mortgagee or any person deriving title through any such mortgagee or receiver or
- (iii) Mortgagees of any Registered Provider or any receiver appointed by such mortgagee or any person deriving title through such mortgagee or receiver to the extent detailed in paragraph 9 of Schedule 3 to this Agreement or
- (iv) The Registered Provider of the Affordable Housing Units other than the obligations contained in Schedule 3.

4 The Owner's and Developer's Covenants

- 4.1 The Owner covenants with the District Council to comply with the requirements set out in Schedules 2, 3, 4 and 5 to this Agreement.
- 4.2 The Developer covenants with the District Council to pay on completion of this Agreement the District Council's reasonable legal costs incurred in connection with the preparation and completion of this Agreement in the sum of £3,000.00
- 4.3 The Owner covenants with the County Council to comply with the requirements set out in Schedules 6 and 7 to this Agreement.
- 4.4 The Developer covenants with the County Council to pay on completion of this Agreement the County Council's reasonable legal costs incurred in connection with the preparation and completion of this Agreement .
- 4.5 The Developer confirms and agrees that the Land shall be bound by the terms of this Agreement but the Developer shall not be liable under the Agreement unless and until it becomes an Owner of the Land or any part thereof in which case it too will be bound.

5 The District Council Covenants

- 5.1 The District Council covenants with the Owner and the Developer to comply with all its obligations contained within this Agreement.
- 5.2 The District Council shall issue the Permission within 3 Working Days of the date of this Agreement.

6 The County Council Covenants

- 6.1 The County Council covenants with the Owner and the Developer to comply with all its obligations contained within this Agreement.

7 Land Charge

- 7.1 This Agreement is a local land charge and shall be registered as such by the District Council.
- 7.2 The District Council (at the written request of the Owner at any time after the Owner has complied with or is discharged from his obligations in this Agreement) is to issue written confirmation of compliance or discharge and immediately cancel all entries made in the register of local land charges in respect of this Agreement.

8 Interest and Indexation

8.1 Interest

If any payment due to the District Council or the County Council under this Agreement is paid late, Interest will be payable from the date payment is due to the date of payment.

8.2 District Council Indexation

The Owner and the Developer undertake to the District Council that any sums payable by them under this Agreement shall be increased by the application of the following formula:

$$A = \frac{B \times C}{D}$$

where:

- A is the sum actually payable on the Specified Date
- B is the original sum mentioned in this Agreement
- C is the Retail Price Index for the quarter preceding the Specified Date
- D is the Retail Price Index for the quarter preceding the date of this Agreement
- $\frac{C}{D}$ is equal to or greater than 1

The adjustment in this clause shall only be made where the Specified Date is more than 6 months after the date of this Agreement

8.3 County Council Indexation

The Owner and the Developer undertake to the County Council that any sums payable by them under this Agreement shall be increased by the application of the following formula:

$$A = B \times \frac{C}{D}$$

where:

- A is the sum actually payable on the Specified Date
- B is the original sum mentioned in this Agreement
- C is the BCIS Index for the quarter preceding the Specified Date
- D is the BCIS Index for the quarter preceding the date of this Agreement
- $\frac{C}{D}$ is equal to or greater than 1

9 Notices and Service Provisions

- 9.1 Prior to Commencement the Owner shall give written notice to the District Council's Section 106 Monitoring Office and to the Monitoring and Records Team, Strategic Planning Division of the County Council of an intention to Commence the Development.
- 9.2 Any notice or other written communication to be served upon or given by one party to any other under the terms of this Agreement shall be deemed to have been validly served or given if transmitted by facsimile (and confirmed by transmission confirmation slip) delivered by hand or sent by recorded delivery post to the party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing.
- 9.3 The address for any notice or other written communication shall only be within the United Kingdom and is:
 - 9.3.1 for the Owner as specified above and marked for the attention of the Owner;
 - 9.3.2 for the Developer as specified above marked for the attention of the Design and Planning Director;
 - 9.3.3 for the District Council as specified above marked for the attention of the Group Head of Planning or any other officer notified to the parties by the Council in writing;
 - 9.3.4 for the County Council as specified above marked for the attention of the Monitoring and Records Team, Strategic Planning Division for the time being of the County Council.

10 Dispute Resolution

- 10.1 Without prejudice to the rights of any Party to this Agreement to take immediate alternative action, where any matter the subject to this Agreement shall be in dispute the Parties may use their reasonable endeavours to resolve the same within 28 days of the dispute arising.
- 10.2 Failing the resolution of any such dispute disagreement or difference within 28 days of the same arising with the prior written consent of the Parties to this Agreement it may be referred for determination by an Expert who shall be agreed upon by the Parties but in default of such agreement within 28 days of such dispute arising such appointment shall be referred to the President for the time being of the RICS.
- 10.3 Any dispute disagreement or difference arising between the Parties with regard to their respective rights and obligations as to any matter or thing in any way arising out of or connected with this Agreement may be referred to the decision of the Expert.
- 10.4 The determination of the Expert (including any determination as to the responsibility for payment of his own costs and those of the Parties) shall be final and binding upon the Parties (except in the case of manifest error or fraud).
- 10.5 The terms of reference of the Expert shall include the following:
- (a) the Expert shall call for representations from the Parties within 21 days of a reference to him under this Agreement and require the Parties to exchange representations within this period;
 - (b) the Expert shall allow the Parties 14 days from the expiry of the period referred to under clause 10.5(a) above to make counter representations;
 - (c) any representations or counter representations received out of time may be disregarded by the Expert;
 - (d) the Expert shall provide the Parties with a written decision within 28 days of the last date for receipt of counter representations and he shall be entitled to call for such independent expert advice as he shall think fit; and
 - (e) the Expert's costs and the costs of any independent expert advice called for by the Expert shall be included in his award.
- 10.6 The provisions of this clause shall not affect the ability of the Council or County Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Agreement and consequential and interim orders and relief.

11 Jurisdiction

- 11.1 This Agreement shall be governed by the laws of England.

- 11.2 The courts of England shall have exclusive jurisdiction to determine all disputes in connection with this Agreement which are not resolved to the satisfaction of the Parties by the Expert under clause 10.

12 Declarations

- 12.1 The District Council and the County Council will upon the written request of the Owner or the Developer confirm in writing whether or not the obligations set out herein have been performed or otherwise discharged.
- 12.2 If the District Council agrees following an application under section 73 of the 1990 Act to vary or release any condition contained in the Permission or if a condition is varied or released following an appeal under section 78 of the 1990 Act the covenants or provisions of this Agreement shall be deemed to bind the varied permission and apply in equal terms to the new planning permission UNLESS the District Council in determining the application for the new planning permission (or the Secretary of State determining the section 78 appeal in relation to that application) indicates that consequential amendments are required to this Agreement to reflect the impact of the section 73 application in which circumstances a separate agreement under section 106 or s.106A of the 1990 Act (as the case may be) will be required to secure relevant planning obligations or other planning benefits relating to the new planning permission BUT nothing in this Agreement shall in any way fetter the District Council's discretion in relation to the section 73 application or the determination thereof.
- 12.3 If any provision in this Agreement shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions of this Agreement shall not in any way be deemed thereby to be affected or impaired.

Schedule 1

Land Description

Owner 1 is the freehold owner of the Land under title number WSX218654 being Oval Race Club, Water Lane, Angmering (First Property) and as shown on the filed plan of that title.

Owner 2 is the freehold owner of the Land under title number WSX387226 being Land adjoining Water Lane, Angmering (Second Property) and as shown on the filed plan of that title.

Owner 3 is the freehold owner of the Land under title number WSX254818 being land lying to the East of Dappers Lane, Angmering (Third Property) and as shown on the filed plan of that title.

Owner 4 is the freehold owner of the Land under title number WSX362431 being St Denys South, Dappers Lane, Angmering (Fourth Property) and as shown on the filed plan of that title.

Together being the Land as shown edged red on Plan 1 attached hereto.

Schedule 2

Affordable Housing Part 1

The Owner Covenants with the District Council; -:

1. Not to Commence Development until an Affordable Housing Master Plan has been submitted to and approved in writing by the Group Head of Residential Services or any other officer notified to the parties by the Council in writing.
2. To construct and provide the Affordable Housing Units in accordance with the Affordable Housing Master Plan.
3. Not to Occupy or to permit the Occupation of more than 100 of the Market Dwellings until the Affordable Housing Units are the subject of a binding contract for their construction in accordance with the Permission and the land on which the Affordable Housing Units are to be constructed is the subject of a binding contract that provides for the transfer of that land from the Owner to a Registered Provider.
4. Not to Occupy or to permit the Occupation of more than 183 of the Market Dwellings until the Affordable Housing Units have been constructed in accordance with the Permission and the land on which the Affordable Housing Units have been constructed has been transferred from the Owner to a Registered Provider and are ready for Occupation.
5. The Owner covenants:
 - 5.1 not to permit the Affordable Housing Units to be Occupied other than as Affordable Housing unless otherwise provided in this Agreement.
 - 5.2 to ensure that the Rented Units are available for rental Occupation and allocated adopting the procedure set out in paragraph 6 below.
6. To procure that the Registered Provider grants nomination rights to the District Council in relation to the first Occupation of the Affordable Housing Units and nomination rights to 75% of all subsequent relets is substantially in the form of the Nomination Agreement annexed hereto PROVIDED that if the District Council do not accept such offer then the Registered Provider shall in seeking to allocate the Affordable Housing Units have regard as far as possible to the following criteria:
 - 6.1 any family association in the said administrative area in accordance with relevant housing allocation policies
 - 6.2 any period of ordinary residence in the said administrative area not immediately before the date on which any unit of accommodation becomes vacant
 - 6.3 any employment opportunity in the locality
 - 6.4 any other connection with the locality

but so that for the avoidance of doubt the satisfaction of such criteria hereof shall be determined by the body responsible for the allocation of the Affordable Housing Units from time to time.

7. In the event that any Affordable Housing Unit becomes available to the Owner for re-letting the Affordable Housing Unit shall be allocated according to the procedure set out in paragraph 6.
8. The Owner covenants to advertise the availability of each Intermediate Unit and ensure that each Intermediate Unit is available for Occupation as an Intermediate Unit as appropriate and allocated according to the nomination policies and procedures of the Homebuy Agents or as may be agreed in writing by the District Council.
9. In the event that the Affordable Housing Units are Occupied by persons who have
 - 9.1 a statutory right to acquire the freehold of or a long leasehold interest in an Affordable Housing Unit under the Housing Acts 1988 or 1996 or any other statutory power and if such person does acquire the freehold of or a long leasehold interest in an Affordable Housing Unit pursuant to such rights or
 - 9.2 entered into a shared ownership shared equity or HomeBuy or other arrangement (whether or not subsequently staircased to 100%) or any successor in title to such a person
 - 9.3 then the provisions of this Schedule shall cease to have effect in respect of that Affordable Housing Unit or their Mortgagee or successors in title
10. If at any time there shall be a Mortgagee seeking to dispose of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge then:
 - 10.1 the Mortgagee shall give the District Council one week's notice ("the Notice") of the intention to seek an alternative Registered Provider to acquire the Affordable Housing Units.
 - 10.2 the Mortgagee shall use Reasonable Endeavours (including reasonable terms and reasonable price being not less than the amount owing to the said mortgagee pursuant to the Mortgagee's charge together with legal and administration costs).
 - 10.3 if the Mortgagee is unable to transfer the Affordable Housing Units in accordance with clause 10.2 above within three months of the date of the Notice the Mortgagee may thereafter transfer the Affordable Housing Units free from the provisions of this Schedule which shall not be binding or enforceable against the Affordable Housing Units the said Mortgagee or its successors in title.

Part 2
Nomination Agreement Template

DATED 20

and
ARUN DISTRICT COUNCIL

DEED OF NOMINATION

for
rented units
at
West Sussex
Ref:

THIS DEED OF NOMINATION RIGHTS is made the day of 20

BETWEEN

(1) ("the Registered Provider "RP")

(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 West Sussex shown edged red on the attached plan.
- 1.5 "**Rented Units**" means residential units in the form of flats/houses.
- 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 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 social landlord registered with Homes England 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 serve a Void Notice in respect of the relevant vacant Rented Unit; and

3.10.2 within ten Working Days of receipt of the said notice the Council shall serve upon the RP the Nomination List 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 ten Working Days of receipt of the Void Notice.

- 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 RP 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 an Assured 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 PROVIDERS

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

6 MORTGAGEES 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

acting by:

Director

Director/Secretary

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

.....

Schedule 3
District Council Contributions

1. Health Care Contribution

The Owner covenants with the District Council:-

- 1.1 To pay the Health Care Contribution to the District Council before the Occupation of the 75th (seventy-fifth) Housing Unit to be Occupied.
- 1.2 Not to cause allow or permit the Occupation of the 75th (seventy-fifth) Housing Unit until the Health Care Contribution has been paid to the District Council.
- 1.3 The District Council covenants not to use the Health Care Contribution other than by transferring it to the CCG for use towards the expansion of existing facilities at The Coppice GP Surgery or where existing site constraints and/or building condition restrict further development the CCG seeks to include these necessary and additional works as part of a new integrated community hub facility.

2. Police Contribution

The Owner covenants with the District Council:-

- 2.1 To pay the Police Contribution to the District Council before the Occupation of the 225th (two hundred and twenty-fifth) Housing Unit to be Occupied.
- 2.2 Not to cause allow or permit the Occupation the 225th (two hundred and twenty-fifth) Housing Unit until the Police Contribution has been paid to the District Council.
- 2.3 The District Council covenants not to use the Police Contribution other than by transferring it to Sussex Police for use towards the provision of additional officer(s) to work in the Angmering Neighbourhood Policing Team; additional support staff to be based at Littlehampton Police Station; and towards the purchase of additional vehicle(s) for use by the Angmering Neighbourhood Policing Team.

3. Sport and Leisure Contributions

The Owner covenants with the District Council:-

- 3.1 Prior to the Occupation of the 26th (twenty sixth) Housing Unit to pay to the Council £615,659.00 of the Sport and Leisure Contribution.
- 3.2 Not to cause, allow or permit the Occupation of the 26th (twenty-sixth) Housing Unit until £615,659.00 of the Sport and Leisure Contribution has been paid to the District Council.
- 3.3 Prior to the Occupation of the 51st (fifty-first) Housing Unit to pay to the Council the remaining £178,412.00 of the Sport and Leisure Contribution.
- 3.4 Not to cause, allow or permit the Occupation of the 51st (fifty-first) Housing Unit until the remaining £178,412.00 of the Sport and Leisure Contribution has been paid to the District Council.
- 3.5 The District Council covenants not to use the Sport and Leisure Contribution other than to provide additional flexible sports hall space within the District; to increase the level of swimming pool changing facility and provide village change spaces as part

of the new leisure centre to be provided in Littlehampton; towards the provision of new 3G pitch surface and base layer to serve the East of the district and towards the provision of a sports pitch at the Palmer Road Recreation Ground.

4. Repayment of Financial Contributions

- 4.1 In respect of the payments made by the Owner to the District Council the District Council covenants with the Owner that if at the date ten years from the date of payment of the last instalment of any contribution under any of the preceding paragraphs any monies remain unspent (including any interest accrued) then the District Council shall return such monies to the party that made the payment plus accrued interest.
- 4.2 The District Council Contributions shall be deemed spent upon the District Council entering into a binding commitment to make payment to spend the relevant District Council Contribution for the purposes set out in clauses 1 to 3 of this Schedule.

Schedule 4
Green Infrastructure

1. Green Infrastructure Space

The Owner covenants with the District Council:-

- 1.1 Not to Commence Development unless and until the LEMP and Green Infrastructure Space Specification have been submitted to and approved in writing by the District Council.
- 1.2 Prior to Commencement of the Development the Owner shall submit the LEMP and the Green Infrastructure Space Specification to the District Council for written approval by the District Council in accordance with paragraph 1 above.
- 1.3 For the avoidance of doubt if the Green Infrastructure Space Specification is included within the LEMP, approval of the LEMP shall include approval of the Green Infrastructure Space Specification and the Owner shall not be required to obtain approval twice.
- 1.4 The Owner shall
 - 1.4.1 lay out the Green Infrastructure Space in accordance with the timeframe set out in the Green Infrastructure Space Specification approved by the District Council pursuant to paragraph 1.1 of this Schedule and on completion of the Green Infrastructure Space Works make available to the public the Green Infrastructure Space; and
 - 1.4.2 maintain the Green Infrastructure Space in accordance with the LEMP (including any amendment thereto) following completion of the Green Infrastructure Space Works.
- 1.5 The LEMP approved in accordance with this Schedule shall be deemed to be incorporated within this Agreement and enforceable by the Council as part of this Agreement.
- 1.6 Following completion of the Green Infrastructure Space Works the Owner shall transfer the Green Infrastructure Space to the Management Company following which the Management Company will be required as successor in title to the Owner to maintain the Green Infrastructure Space in accordance with the LEMP.
- 1.7 The transfer of the Green Infrastructure Space to the Management Company as shall be on the following terms and conditions unless otherwise agreed between the parties:
 - (i) title shall be deduced in accordance with the Land Registration Act 2002
 - (ii) the parcels of land comprising or comprised Green Infrastructure Space will be transferred free of any financial charges together with the rights and easements but subject only to the exceptions reservations rights easements and other matters contained and referred to in the register of title to the Land
 - (iii) vacant possession of the parcel of land comprising or comprised Green Infrastructure Space shall be given on the date of the transfer in accordance with the provisions of this Agreement

- (iv) completion shall take place on the date to be agreed between the parties to the transfer of the Green Infrastructure Space
- (v) there shall be included in the transfer a restrictive covenant that the Green Infrastructure Space shall only be used for recreation and amenity areas for children and/or for youth and adults as appropriate and shall not be used for any trade or business and that no development requiring planning permission shall be carried out thereon unless it is for the purpose of providing recreation and amenity facilities or for the maintenance of the Green Infrastructure Space or is required to be carried out by a statutory undertaker.

Schedule 5
Employment Land

1. The Owner covenants with the District Council:
 - 1.1 Prior to Occupation of the 101st (one hundred and first) Housing Unit to submit to the District Council for approval a Marketing Plan for the Employment Land.
 - 1.2 Not to cause, allow or permit the Occupation of the 101st (One hundred and first) Housing Unit until it has submitted and received written approval from the District Council of a Marketing Plan for the Employment Land.
 - 1.3 Prior to Occupation of the 351st (three hundred and fifty-first) Housing Unit to have marketed the Employment Land in accordance with the approved Marketing Plan.
 - 1.4 Not to cause, allow or permit the Occupation of the 351st (three hundred and fifty-first) Housing Unit until the Employment Land has been marketed in accordance with the approved Marketing Plan.
 - 1.5 Prior to the Occupation of the 150th (one hundred and fiftieth) Housing Unit to provide the Services, roads and footways to the Employment Land.
 - 1.6 Not to cause, allow or permit the Occupation of the 150th (one hundred and fiftieth) Housing Unit until the Services, roads and footways have been provided to the Employment Land.
2. The District Council covenants with the Owner to approve the Marketing Plan for the Employment Land without unreasonable delay and to use reasonable endeavours to determine (whether approval or otherwise) the Marketing Plan within 28 days of receipt of the Marketing Plan for approval.
3. In the event that following the end of the marketing of the Employment Land in accordance with the approved Marketing Plan no acceptable offers to purchase the Employment Land are received by the Owner, then the Owner shall serve notice to that effect on the District Council and the Employment Land will then be free from the terms of this Agreement (including for the avoidance of doubt the obligation to provide Services pursuant to clause 1.5 and 1.6 above) and the Owner shall be entitled to make a further planning application for an alternative use for the Employment Land.

Schedule 6

County Council Contributions

1. Library Contribution

The Owner covenants with the County Council:-

- 1.1 To pay to the County Council the Library Contribution prior to the Occupation of the first (1 No) Housing Unit to be Occupied.
- 1.2 Not to cause allow or permit the Occupation of the first (1 No) Housing Unit unless and until the Library Contribution has been paid to the County Council.
- 1.3 The County Council covenants not to use the Library Contribution other than towards the development or enhancement of existing services at Angmering Library.

2. Fire and Rescue Infrastructure Contribution

The Owner covenants with the County Council:-

- 2.1 To pay to the County Council the Fire and Rescue Infrastructure Contribution prior to the Occupation of the first (1 No) Housing Unit to be Occupied.
- 2.2 Not to cause allow or permit the Occupation of the first (1 No) Housing Unit unless and until the Fire and Rescue Infrastructure Contribution has been paid to the County Council.
- 2.3 The County Council covenants not to use the Fire and Rescue Infrastructure Contribution other than towards the redevelopment of Littlehampton Fire Station.

3. Primary Education Contribution

The Owner covenants with the County Council:-

- 3.1 To pay to the County Council 25% of the Primary Education Contribution prior to the Occupation of the first (1 No) Housing Unit to be Occupied.
- 3.2 Not to cause allow or permit the Occupation of the first (1 No) Housing Unit unless and until 25% of the Primary Education Contribution has been paid to the County Council.
- 3.3 To pay to the County Council the remaining 75% of the Primary Education Contribution prior to the Occupation of the fifty first (51 No) Housing Unit to be Occupied.
- 3.4 Not to cause allow or permit the Occupation of the fifty first (51 No) Housing Unit unless and until the remaining 75% of the Primary Education Contribution has been paid to the County Council.
- 3.5 The County Council covenants not to use the Primary Education Contribution other than towards the provision of a new primary school serving Angmering based on the provision of 525 dwellings.

4. Secondary Education Contribution

The Owner covenants with the County Council:-

- 4.1 To pay to the County Council 25% of the Secondary Education Contribution prior to the Occupation of the first (1 No) Housing Unit to be Occupied.
- 4.2 Not to cause allow or permit the Occupation of the first (1 No) Housing Unit unless and until 25% of the Secondary Education Contribution has been paid to the County Council.
- 4.3 To pay to the County Council the remaining 75% of the Secondary Education Contribution prior to the Occupation of the fifty first (51 No) Housing Unit to be Occupied.
- 4.4 Not to cause allow or permit the Occupation of the fifty first (51 No) Housing Unit unless and until the remaining 75% of the Secondary Education Contribution has been paid to the County Council.
- 4.5 The County Council covenants not to use the Secondary Education Contribution other than towards the infrastructure associated with phase 1 of the new secondary school serving Arun.

5. Sixth Form Education Contribution

The Owner covenants with the County Council:-

- 5.1 To pay to the County Council the Sixth Form Education Contribution prior to the Occupation of the first (1 No) Housing Unit to be Occupied.
- 5.2 Not to cause allow or permit the Occupation of the first (1 No) Housing Unit unless and until the Sixth Form Education Contribution has been paid to the County Council.
- 5.3 The County Council covenants not to use the Sixth Form Education Contribution other than towards future expansion at The Angmering School Sixth Form.

6. Nursery Education Contribution

The Owner covenants with the County Council:-

- 6.1 To pay to the County Council twenty-five percent (25%) of the Nursery Education Contribution prior to the Occupation of the first (1 No) Housing Unit to be Occupied.
- 6.2 Not to cause allow or permit the Occupation of the first (1 No) Housing Unit unless and until twenty-five percent (25%) of the Nursery Education Contribution has been paid to the County Council.
- 6.3 To pay to the County Council the remaining seventy-five percent (75%) of the Nursery Education Contribution prior to the Occupation of the fifty first (51 No) Housing Unit to be Occupied.
- 6.4 Not to cause allow or permit the Occupation of the fifty first (51 No) Housing Unit unless and until remaining seventy-five percent (75%) of the Nursery Education Contribution has been paid to the County Council.
- 6.5 The County Council covenants not to use the Nursery Education Contribution other than towards the provision of a new early years facility serving Angmering based on the provision of 525 dwellings.

7. Flood Alleviation Measures Contribution

The Owner covenants with the County Council:-

- 7.1 To pay to the County Council the Flood Alleviation Measures Contribution prior to the Occupation of the first (1st) Housing Unit.
- 7.2 Not to cause allow or permit the Occupation of the first (1st) Housing Unit until the Flood Alleviation Measures Contribution has been paid to the County Council.
- 7.3 The County Council covenants not to use the Flood Alleviation Measures Contribution other than towards the Angmering Flood Risk Management Project.

8. A259 Corridor Improvement Contribution

The Owner covenants with the County Council:-

- 8.1 To pay to the County Council the A259 Corridor Improvement Contribution prior to the Occupation of the four hundredth and fiftieth(450th) Housing Unit to be Occupied .
- 8.2 Not to cause allow or permit the Occupation of the four hundred and fiftieth (450th) Housing Unit unless and until the A259 Corridor Contribution has been paid to the County Council.
- 8.3 The County Council covenants not to use the A259 Corridor Improvement Contribution other than towards the delivery of the A259 Corridor Improvement Scheme.

9 Repayment of Financial Contributions

- 9.1 In respect of the payments made by the Owner to the County Council the County Council covenants with the Owner that if at the date ten years from the date of payment of the last or only instalment of any contribution under any of the preceding paragraphs any monies remain unspent (including any interest accrued) then the County Council shall return such monies to the party that made the payment.
- 9.2 If at the dates referred to in paragraph 9.1 the County Council shall have entered into a contract or other legally binding obligation to expend the County Council Contributions or part thereof for the purposes specified then the County Council shall not be required to refund any part of the County Council Contributions required for that purpose but shall as soon as possible following the completion of the said contract or other legally binding commitment refund any unexpended part in the manner set out in paragraph 9.1 hereof.

Schedule 7

Highways Works

The Owner covenants with the County Council:-

- 1.1 To undertake a Stage 2 and Stage 3 Safety Audit in respect of the Highway Works.
- 1.2 Not to Commence the Development until a Highway Works Scheme which sets out a timetable for the Highways Works has been submitted to and approved in writing by the County Council provided that where a Highway Works Scheme is submitted to the County Council which is not approved a revised Highway Works Scheme shall, within 14 days of receipt of notice in writing from the County Council that the previous Highway Works Scheme is not approved, be submitted to the County Council for approval.
- 1.3 Once the County Council has approved the Highway Works Scheme (the “**Approved Highway Works Scheme**”) to obtain All Requisite Consents including without limitation where appropriate entering into a Section 278 and/or Section 38 Agreement pursuant to the Highways Act 1980 with the County Council.
- 1.4 After All Requisite Consents have been obtained to carry out the Approved Highway Works Scheme and to complete the Highway Works in full to the satisfaction of the County Council (acting reasonably) PROVIDED THAT if the Highway Works have been completed and approved in accordance with the relevant Section 278 and/or Section 38 Agreement then they shall be deemed as having been completed to the satisfaction of the County Council for the purposes of this Schedule.
- 1.5 Not without the consent of the County Council to allow First Occupation of any Housing Units until the HW1 element of the Highway Works have been completed to the satisfaction of the County Council (acting reasonably) PROVIDED THAT if the HW1 Highway Works have been completed and approved in accordance with the relevant Section 278 and/or Section 38 Agreement then they shall be deemed as having been completed to the satisfaction of the County Council for the purposes of this Schedule.
- 1.6 Not without the consent of the County Council to allow First Occupation of more than 100 Housing Units until the HW2 element of the Highway Works have been completed to the satisfaction of the County Council (acting reasonably) PROVIDED THAT if the HW2

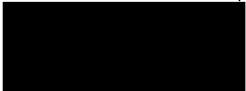
Highway Works have been completed and approved in accordance with the relevant Section 278 and/or Section 38 Agreement then they shall be deemed as having been completed to the satisfaction of the County Council for the purposes of this Schedule.

- 1.7 Not without the consent of the County Council to allow First Occupation of more than 150 Housing Units until the HW3 element of the Highway Works have been completed to the satisfaction of the County Council (acting reasonably) PROVIDED THAT if the HW3 Highway Works have been completed and approved in accordance with the relevant Section 278 and/or Section 38 Agreement then they shall be deemed as having been completed to the satisfaction of the County Council for the purposes of this Schedule.
- 1.8 Not without the consent of the County Council to allow First Occupation of more than 150 Housing Units until the HW4 element of the Highway Works have been completed to the satisfaction of the County Council (acting reasonably) PROVIDED THAT if the HW4 Highway Works have been completed and approved in accordance with the relevant Section 278 and/or Section 38 Agreement then they shall be deemed as having been completed to the satisfaction of the County Council for the purposes of this Schedule.
- 1.9 Nothing in this Schedule shall require the performance by the Owner of any obligation upon land outside its ownership or on land which is not highway maintainable at the public expense.

APPENDIX 1

LIST OF ARUN DISTRICT COUNCIL PREFERRED REGISTERED PROVIDERS

Provider	Contact and email	Address	Tel. No
Affinity Sutton	Steven Connolly [REDACTED]	Cams Hall Cams Hill Fareham Hampshire PO16 8AB	[REDACTED]
The Guinness Partnership	Claudette Rawlinson [REDACTED]	33 East Street Havant Hampshire PO9 1AA	
The Hyde Group	John Martin [REDACTED]	Telecom House 125 – 135 Preston Road Brighton West Sussex BN1 6AF	
Worthing Homes	Damian Haley [REDACTED]	Davison House North Street Worthing West Sussex BN11 1ER	
Stonewater	Jackie Burton [REDACTED]	Waverley House 11-118 Holdenhurst Road Bournemouth BH8 8DY	
Saxon Weald	Stephen Humphreys [REDACTED]	Saxon Weald House 68-42 Worthing Road Horsham West Sussex RH12 1DT	

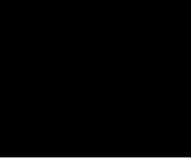
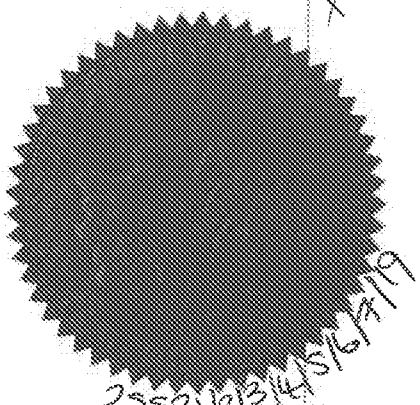
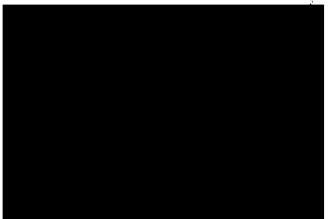
Hastoe Housing Association	Karen Hillhouse 	Marina House 17 Marina Place Hampton Wick Kingston- Upon-Thames Surrey KT1 4BH	 
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APPENDIX 2

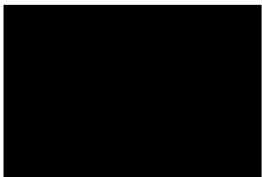
HIGHWAYS DRAWING

Handwritten notes and markings in the top right corner, including a small sketch of a triangle and some illegible text.



PROPOSED 1.5m FOOTWAY TO
THE INTO WORKS TO BE
IMPLEMENTED AS PART OF
THE MERRY ENGLAND
NURSERY COMMITTED
DEVELOPMENT SITE

- KEY:
- HIGHWAY BOUNDARY
 - SITE BOUNDARY
 - FOOTWAY IMPROVEMENTS AS PART OF APPLICATION A/142/16/OUT
 - FOOTWAY IMPROVEMENTS AS PART OF APPLICATION A/27/16/PL



22/6/2019

WORKS TO BE IMPLEMENTED AS
PART OF APPLICATION A/142/16/OUT

THE INTO EXISTING FOOTWAY NETWORK
ALONG MERRYFIELD CRESCENT

0.8m x 22m PEDESTRIAN VISIBILITY

PROPOSED VEHICULAR AND
PEDESTRIAN ACCESS VIA
PIRILLI LAND

PROPOSED FOOTWAY 1.5m
BETWEEN MERRYFIELD CRESCENT
AND WORKS TO BE IMPLEMENTED
AS PART OF THE EXTRA CARE HOME
COMMITTED DEVELOPMENT SITE

WORKS TO BE IMPLEMENTED AS
PART OF APPLICATION A/27/16/PL

CARRIAGEWAY REDUCED
TO MINIMUM 5.5m



REPRODUCED FROM THE ORDINANCE
SURVEY MAP WITH THE PERMISSION OF THE
CONTROLLER OF HER MAJESTY'S STATIONERY
OFFICE. LICENCE NO. 100044286.
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TAKEN FROM FIGURED DIMENSIONS ONLY. CDM REQUIREMENTS SHOULD BE
STAGE ONLY. FURTHER CONSIDERATION REQUIRED BY DETAILED DESIGN TEAM.

REV	DATE	BY	DESCRIPTION	CHK	APP
D	07.02.18	MC	UPDATES AS PER STAGE 1 RSA	TW	TW
C	31.01.18	MC	MINOR AMENDMENTS	TW	TW
B	29.01.18	MC	MINOR AMENDMENTS	TW	TW
A	26.10.17	MC	HIGHWAY BOUNDARY OVERLAP	TW	TW

STATUS	ISSUE
--------	-------

Grove House, Lutgers Close, Chichester
Basingstoke, Hampshire, RG24 8AG
Tel: 01256 338640
Fax: 01256 338644
www.i-transport.co.uk

i-transport

PROPOSED PEDESTRIAN ACCESS
STRATEGY VIA DAPPERS LANE

LAND SOUTH OF WATER LANE, ANGMERING

RYDON HOMES / GLEESON DEVELOPMENTS LTD

SCALE @ AS	CHECKED	APPROVED
1:1250	TW	TW
FILE REF:	DRAWN	DATE
ITB9105	MC	25.10.17
DRAWING NO:	ITB9105-GA-106	
PROJECT NO:	ITB9105	REV: D



NOTE: FOR ILLUSTRATIVE PURPOSES ONLY

KEY:

--- HIGHWAY BOUNDARY

A27 ON-SLIP

A280 NORTH

A27 OFF-SLIP

22/6/2019

REVISED KERB TO PROVIDE
TWO LANES ON APPROACH

A280 SOUTH WEST

REVISED ROAD MARKINGS TO
ALLOW FOR TWO LANE ENTRY

EXISTING ROAD MARKINGS
TO BE REMOVED

REPRODUCED FROM THE CROWNANCE SURVEY
MAP WITH THE PERMISSION OF THE
CONTROLLER OF HER MAJESTY'S STATIONERY
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STAGE ONLY. FURTHER CONSIDERATION REQUIRED BY DETAILED DESIGN TEAM.

SCALE
0

SCALE: 1:500	CHECKED: TW	APPROVED: TW
FILE REF: ITB9105-GA-024	DRAWN: MC	DATE: 14.07.16
DRAWING No: ITB9105-GA-024		
PROJECT No: ITB9105	REV: B	

i-Transport

Grove House, Lutyens Close, Chineham
Basingstoke, Hampshire, RG24 8AG

Tel: 01256 338640
Fax: 01256 338644

www.i-transport.co.uk

REV	DATE	BY	DESCRIPTION	CHK	APD
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A	04.11.16	MC	MINOR AMENDMENTS	TW	TW

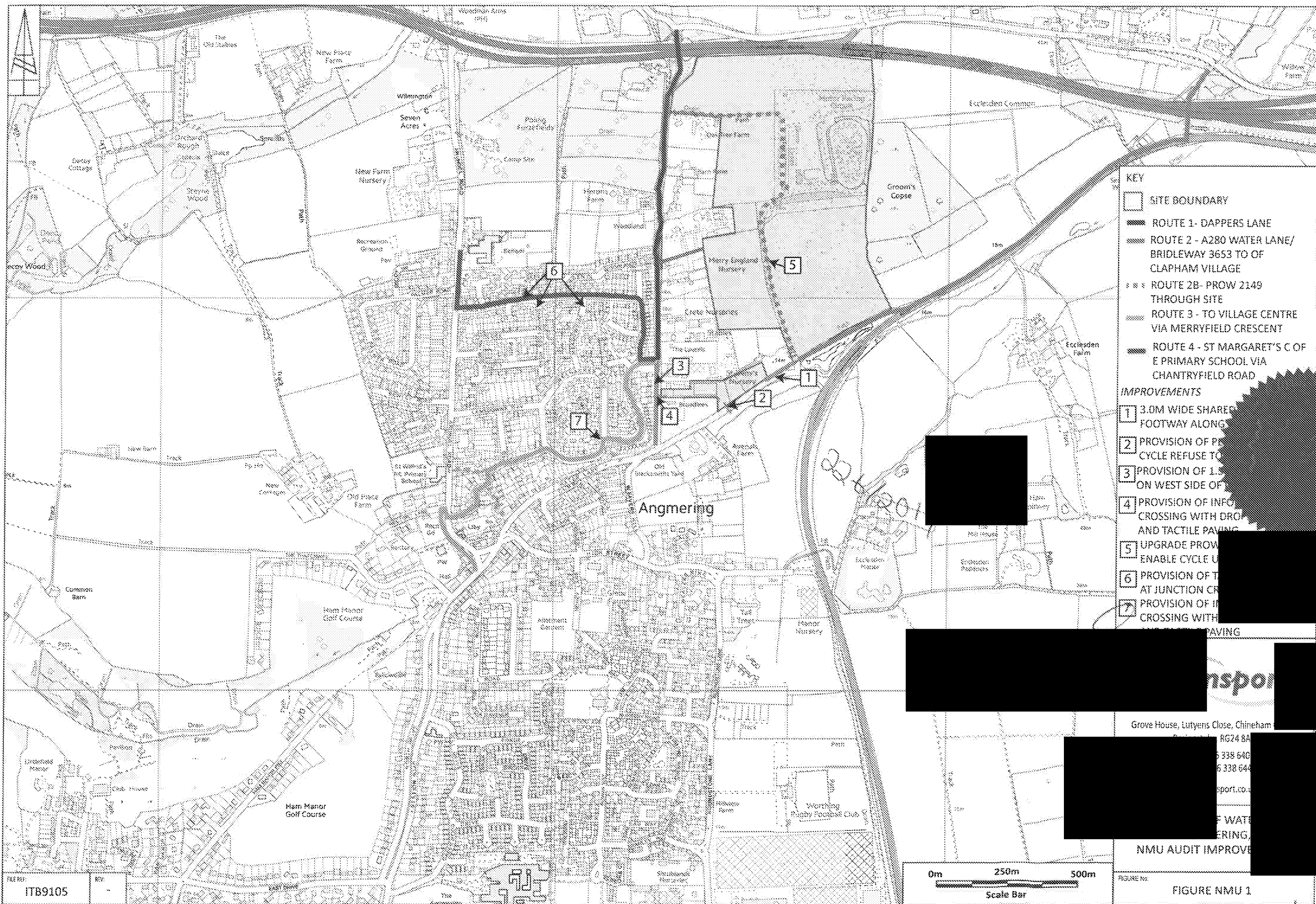
STATUS:

FOR INFORMATION

TITLE: PROPOSED IMPROVEMENT SCHEME TO A280 / A27 / TITNORE LANE ROUNDABOUT			
PROJECT: LAND SOUTH OF WATER LANE, ANGMERING		CLIENT: RYDON HOMES, GLEESON DEVELOPMENTS LTD	

10/10/2023

10/10/2024



FILE REF: ITB9105

REV: --

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- KEY**
- SITE BOUNDARY
 - ROUTE 1- DAPPERS LANE
 - ROUTE 2 - A280 WATER LANE/ BRIDLEWAY 3653 TO OF CLAPHAM VILLAGE
 - ROUTE 2B- PROW 2149 THROUGH SITE
 - ROUTE 3 - TO VILLAGE CENTRE VIA MERRYFIELD CRESCENT
 - ROUTE 4 - ST MARGARET'S C OF E PRIMARY SCHOOL VIA CHANTRYFIELD ROAD

IMPROVEMENTS

- 1 3.0M WIDE SHARED FOOTWAY ALONG
- 2 PROVISION OF PE CYCLE REFUSE TO
- 3 PROVISION OF 1.5 ON WEST SIDE OF
- 4 PROVISION OF INFO CROSSING WITH DROP AND TACTILE PAVING
- 5 UPGRADE PROW ENABLE CYCLE U
- 6 PROVISION OF T AT JUNCTION CR
- 7 PROVISION OF INFO CROSSING WITH

PAVING

nsport

Grove House, Lutyens Close, Chichester

RG24 8A

0338 640

0338 644

nsport.co.uk

OF WATER

ERING,

NMU AUDIT IMPROV

FIGURE No.

FIGURE NMU 1

COUNCIL A

APPENDIX 3

Plan 1- S106 Plan

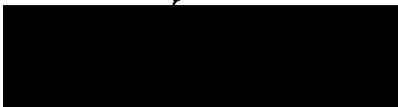
APPENDIX 4

Plan 2 – Employment Plan

10/10/2023

EXECUTED and delivered as a deed on the date of this Agreement

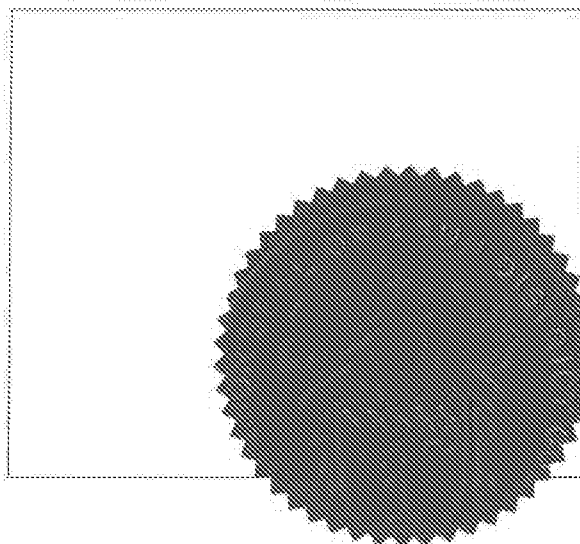
EXECUTED as a deed by affixing the common seal of **ARUN DISTRICT COUNCIL** in the



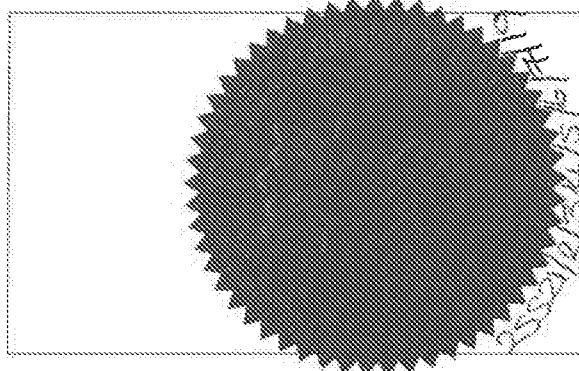
Authorised signatory
Name *CAROLINE PERRY*
Job title *PRINCIPAL LAWYER*
Seal Book Number

226/2019

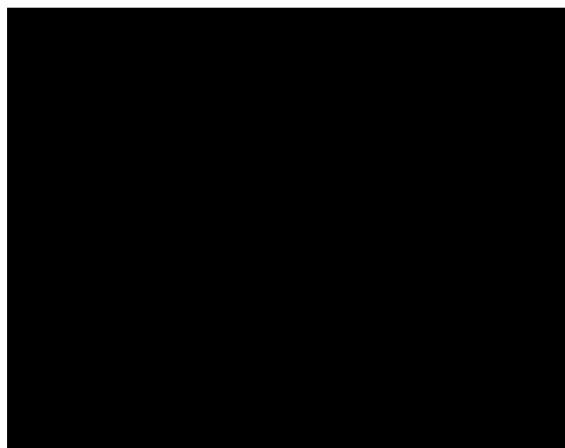
Authorised signatory



THE COMMON SEAL of WEST SUSSEX COUNTY COUNCIL was hereunto affixed in the presence of:



EXECUTED as a deed by
RYDON HOMES LIMITED acting by:
Two Directors or Director and Secretary



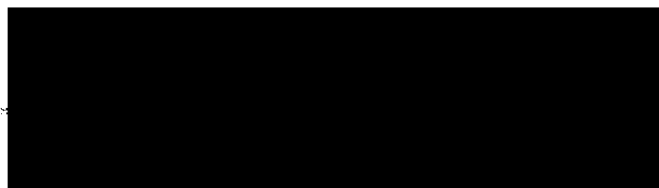
SIGNED as a deed by
JAMES STUART HAZELGROVE in the
presence of:

Witness:

Name:

Address:

Occupation:



Henry Wootton

Bennett Griffin LLP
1 Liverpool Gardens, Worthing
West Sussex, BN11 1TF
DX 3760 Worthing

Wootton

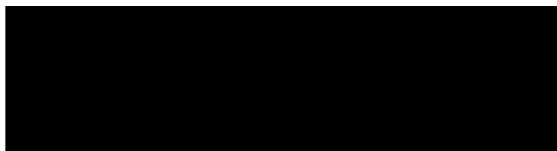
SIGNED as a deed by
STEVEN LINDSAY CLORAN
in the presence of:

Witness:

Name:

Address:

Occupation:



Henry Wootton

Bennett Griffin LLP
1 Liverpool Gardens, Worthing
West Sussex, BN11 1TF
DX 3760 Worthing

Wootton

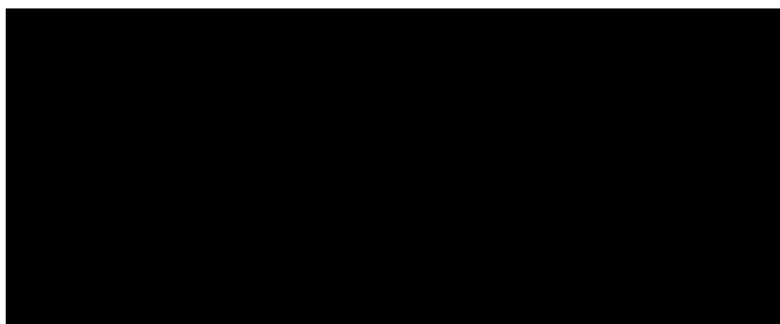
SIGNED as a deed by
GRAHAM ROBERT FULLER
in the presence of:

Witness:

Name:

Address:

Occupation:



Wootton

Bennett Griffin LLP
1 Liverpool Gardens, Worthing
West Sussex, BN11 1TF
DX 3760 Worthing

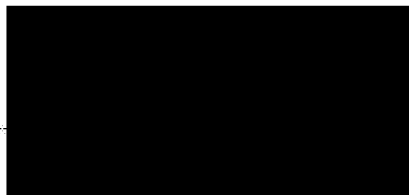
SIGNED as a deed by
CLEMENT CHARLES FITZROY
SOMERSET in the presence of:

Witness:

Name:

Address:

Occupation:



Tiffany Wootton

Bennett Griffin LLP
Liverpool Gardens, Worthing
West Sussex, BN11 1TF
DX 3760 Worthing

Solicitor

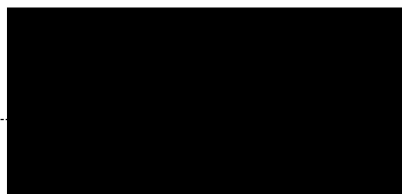
SIGNED as a deed by
SOPHIE ELIZABETH PINNEGAR
in the presence of:

Witness:

Name:

Address:

Occupation:



Tiffany Wootton

Bennett Griffin LLP
Liverpool Gardens, Worthing
West Sussex, BN11 1TF
DX 3760 Worthing

Solicitor

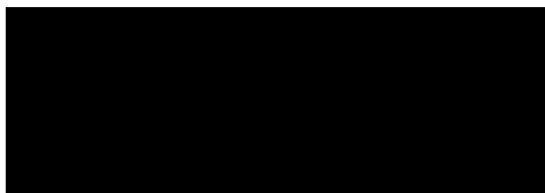
SIGNED as a deed by
DARYL FEDELE PERILLI
in the presence of:

Witness:

Name:

Address:

Occupation:



DAMEL SANDORAK

wannops LLP
8 South Pallant
Chichester
West Sussex
PO19 1th

Solicitor

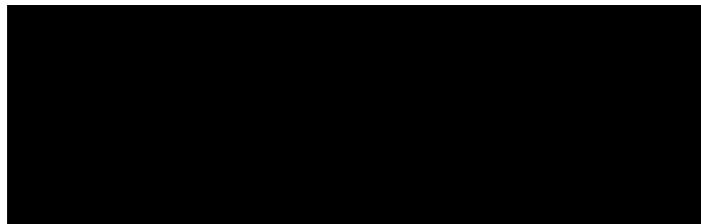
SIGNED as a deed by
SONJA BROWNING PAGE
in the presence of:

Witness:

Name:

Address:

Occupation:



JAMES SANDERSON

wannops LLP

8 South Pallant

Chichester

West Sussex

PO19 1th

SOLICITOR

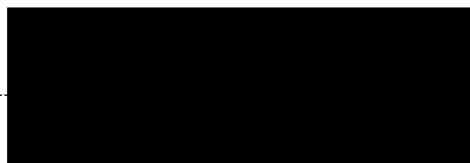
SIGNED as a deed by
AMANDA KARINA PERILLI
in the presence of:

Witness:

Name:

Address:

Occupation:



JAMES SANDERSON

wannops LLP

8 South Pallant

Chichester

West Sussex

PO19 1th

SOLICITOR

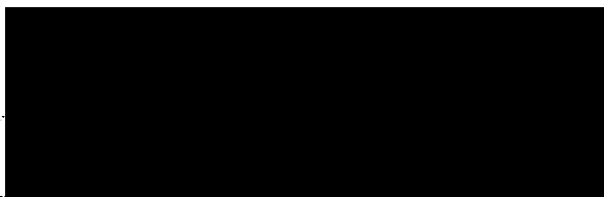
SIGNED as a deed by
MELINDA ANNE PERILLI
in the presence of:

Witness:

Name:

Address:

Occupation:



JAMES SANDERSON

wannops LLP

8 South Pallant

Chichester

West Sussex

PO19 1th

SOLICITOR

SIGNED as a deed by
MARIA VANESSA THOMAS
in the presence of:

Witness:

Name:

Address:

Occupation:



JAMES SANDERSON

wannops LLP

8 South Pallant

Chichester

West Sussex

PO19 1th

SOLICITOR

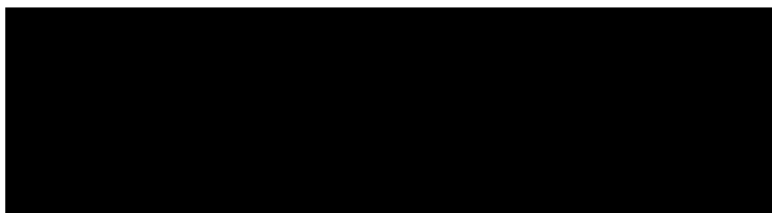
SIGNED as a deed by
LISA DINAH ESPEZEL
in the presence of:

Witness:

Name:

Address:

Occupation:



Meredith Williams
carril de la chimenea S/n Conil,
Cadiz, Spain 11140
Online recruiter