

Dated 5th February 2021

ARUN DISTRICT COUNCIL

(1)

AND

WEST SUSSEX COUNTY COUNCIL

(2)

AND

CHARLES CHURCH DEVELOPMENTS LIMITED

(3)

AGREEMENT

pursuant to section 106 of the Town and
Country Planning Act 1990 in respect to the
development at Land at Dappers Lane,
Angmering

Planning Application A/76/20/PL

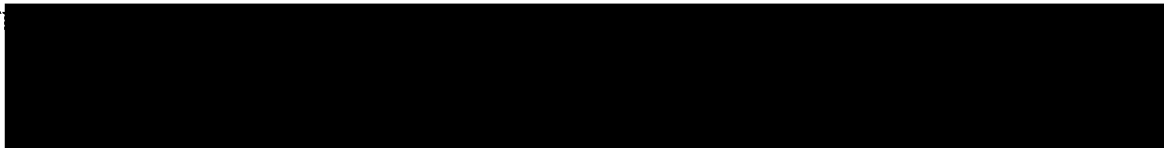
Arun District Council

Arun Civic Centre

Maltravers Road

Littlehampton

BN17 5LF



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THIS DEED OF AGREEMENT IS DATED the

5th

day of February 2021

BETWEEN

- (1) **ARUN DISTRICT COUNCIL** of Arun Civic Centre, Maltravers 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"); and
- (3) **CHARLES CHURCH DEVELOPMENTS LIMITED** (Company Registration Number 01182689) of Persimmon House, Fulford, York YO19 4FE ("the Owner")

Together "the Parties".

RECITALS

- (A) 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.
- (B) 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.
- (C) The Owner is the freehold registered proprietor of the Land registered at HM Land Registry under Title Number WSX257228.
- (D) Persimmon Homes submitted the Application to the District Council on the 18th May 2020.
- (E) At a meeting of the District Council's Development Control Committee held on the 25th November 2020 it was resolved that planning permission for the Development should be granted subject to the completion of this Agreement.
- (F) 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:
 - a. necessary to make the Development acceptable in planning terms;
 - b. directly and fairly related to the Development; and
 - c. fairly and reasonably related in scale and kind to the Development.

NOW THIS DEED OF AGREEMENT WITNESSES as follows:

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 and all other enabling powers whether listed in the Agreement or not.

2 INTERPRETATION

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

1990 Act

means the Town and Country Planning Act 1990 (as amended)

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 1990 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:

- a. social rented housing
- b. affordable rented housing
- c. shared ownership housing
- d. intermediate housing (including intermediate rent, shared equity and low cost homes for sale)

Affordable Housing Disposal

means a disposal of the Affordable Housing Units to an Affordable Housing Provider whether by transfer of the freehold or the grant of a long lease for a term of at least 125 years

Affordable Housing Master Plan

means the provision of the delivery of the Affordable Housing Units as follows:

- a) the tenure and dwelling mix which:

the following shall be provided as affordable rented units;

- i. 12 x 2 bed houses
- ii. 6 x 3 bed houses; and

the following shall be provided as Shared Ownership Units:

- i. 4 x 2 bed houses;
- ii. 3 x 3 bed houses.

(or such other proportions as may be agreed with the District Council); and

b) the location as shown on Plan 4 or otherwise agreed in writing

Affordable Housing Provider

means either one or a combination of:

- (a) a Registered Provider who is on the District Council list of Approved Affordable Providers (annexed as Appendix 1); or
- (b) any other provider of Affordable Housing who is approved by the District Council in writing; or
- (c) such other body or organisation approved by the District Council in writing whose main object is the provision of Affordable Housing

Affordable Housing Units

means the Affordable Housing Units identified on the Affordable Housing Master Plan to be made available as Rented Units or Shared Ownership Units

Agreed or Approved

means agreed or approved in writing and given for the purpose of this Agreement

Application

means the full planning application submitted by the Developer to the District Council for planning permission for the Development and bearing reference number A/76/20/PL validated on the 20th May 2020 for 84 no. dwellings, public open space, play areas, associated infrastructure & landscaping

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

Chargee

a mortgagee or chargee or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security

documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator of the whole or any part of the Affordable Housing Units

CIL Regulations means the Community Infrastructure Levy Regulations 2010 (SI 2010/948) as amended

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

Commencement Notice means a notice in the form annexed to this to this Agreement as Appendix 4

County Council Contributions means the financial contributions listed in Schedule 5

County Monitoring fee means the sum of £1200.00 payable to the County Council in accordance to schedule 5 of this Agreement

Development means development of the Land for residential development comprising residential development for the erection of 84 No. dwellings, public open space, play areas, associated infrastructure and landscaping

District means the district of Arun

District Council Contributions means the financial contributions listed in Schedule 3 and "District Council Contribution" shall be construed accordingly

District Planning Obligations means the obligations, conditions and stipulations set out in the Schedules 2, 3 and 4 to this Agreement and "Planning Obligation" shall be construed accordingly

District Monitoring Fee	means the sum of £6,600 (six thousand six hundred pounds) payable to the District Council in accordance Schedule 3 to this Agreement in accordance with Regulation 122(2A) of CIL in respect of the cost of monitoring (including reporting under CIL) in relation to the delivery of the District Planning Obligations
Education Nursery Contribution	means the sum of £119,700 (one hundred and nineteen thousand and seven hundred pounds) to be used solely on a new early years' facility serving Angmering based on the provision of 84 Housing Units
Education Primary Contribution	means the sum of £479,999 (four hundred and seventy nine thousand nine hundred and ninety nine pounds) to be used solely towards the provision of a new primary school in Angmering Village or towards expansion of one of the schools immediately serving the Development
Education Secondary Contribution	means the sum of £451,743 (four hundred and fifty one thousand seven hundred and forty three pounds) to be used solely towards infrastructure associated with phase 1 of the new secondary school serving Arun
Education Sixth Form Contribution	means the sum of £67,877 (sixty seven thousand eight hundred and seventy seven thousand pounds) to be used solely towards future expansion at The Angmering School Sixth Form
Education Special School Facilities Contribution	means the sum of £101,427 (one hundred and one thousand four hundred and twenty seven pounds) to be used solely towards extending / developing existing SSC or special school facilities serving Angmering
Expert	means an independent expert appointed in accordance with clause 11 to determine disputes in connection with this Agreement
Fire and Rescue Infrastructure Contribution	means the sum of £2,177 (two thousand one hundred and seventy seven thousand pounds) to be used towards the re-development of Littlehampton Fire Station

Flood Alleviation Measures Contribution	means a financial contribution of £15,733.00 (fifteen thousand seven hundred and thirty three pounds) towards the Angmering Flood Risk Management Project to deliver sustainable water management for the Black Ditch catchment through Angmering
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.
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
Interest	means interest at 4% above the base lending rate of the Bank of England at the time when the sums become due
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
LAP	means a local 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
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 of early school age and should be located close to people's homes as shown in Plan 7. It has a minimum area of 400 square metres and contains 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

OR play equipment that will provide at least an equivalent variation of play experiences

Library Contribution

means a financial contribution of £15,750 (fifteen thousand seven hundred and fifty pounds) towards the development and enhancement of existing services at Angmering Library

Management Company

means a limited company or companies registered at Companies House which may already be in existence or which may be formed by the Owner for the purposes of carrying out future maintenance of the Public Open Space the details of which will be provided to the District Council to satisfy the District Council that: -

1. it is incorporated in England and Wales or Scotland;
2. it has a registered office in England or Scotland;
3. its primary objects permit it to maintain and renew the Public Open Space;
4. it will be properly funded and able to undertake its management and maintenance obligations

Market Housing Unit

means all those residential dwellings to be constructed on the Land pursuant to the Permission which are not Affordable Housing Units and the terms "Market Housing Units" shall be construed accordingly

NHS Contribution

means the sum of £92,554 (ninety two thousand five hundred and fifty four thousand pounds) to be used solely towards the Willow Green / GP premises supporting Angmering site expansion

Nomination Agreement

means a nomination agreement entered into by an Affordable Housing Provider with the District Council in respect of the Affordable Housing Units containing provisions substantially in the form set out in the Appendix 2 to this Agreement

Nomination Rights	means the right of the District Council to nominate occupiers to the Affordable Housing Units in accordance with Schedule 2 to this Agreement
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
Off-Site Highway Works	means the highway works to Dappers Lane as shown and described in and Plan 8 excluding the Improvement 1 Works set out in Plan 8. The Improvement Works 2-6 set out in Plan 8 is also shown in Plan 9 and the Improvement Works 7 as set out in Plan 8 is shown in Plan 2.
Open Market Value	means open market value assessed in accordance with the Appraisal and Valuation Manual of the RICS (the Red Book)
Payment Notice	means a notice in the form annexed to this Agreement as Appendix 5
Permission	means planning permission for the Development granted pursuant to the Application and shall include any variation to that permission granted pursuant to Section 73 of the 1990 Act subject to clause 15.2 or otherwise
Plan 1	means the plan attached to this Agreement at Appendix 3 with drawing number A77-PL-02B
Plan 2	means the plan attached to this Agreement at Appendix 3 with drawing number 2017-3487-006 Rev A
Plan 3	means the plan attached to this Agreement at Appendix 3 with drawing number A77-GI-01
Plan 4	means the plan attached to this Agreement at Appendix 3 with drawing number A77-PL-05 Rev B
Plan 5	means the plan attached to this Agreement at Appendix 3 with drawing number LA.100 Rev D dated 16 September 2020 entitled Landscape Strategy

Plan 6	means the plan attached to this Agreement at Appendix 3 with drawing number LA.104 Rev D dated 16 September 2020 entitled Northern Public Open Space
Plan 7	means the plan attached to this Agreement at Appendix 3 with drawing number LA.105 Rev D dated 16 September 2020 entitled LEAP Design
Plan 8	means the plan attached to this Agreement at Appendix 3 with drawing number Plan 01 entitled NMU Route Improvements setting out the Improvement Works 2-7 only and for the avoidance of doubt excludes the Improvement 1 works
Plan 9	means the plan attached to this Agreement at Appendix 3 with drawing number 3017-3487-002A
Police Contribution	means the sums of :- a. £2,217.18 (two thousand two hundred and seventeen pounds and eighteen pence) towards officer start-up equipment, recruitment and training in the Angmering Neighbourhood Policing Team b. £487.33 (four hundred and eighty seven pounds and thirty three pence) towards support staff start-up equipment, recruitment and training at Littlehampton Police Station c. £8,975.03 (eight thousand nine hundred and seventy five pounds and three pence) towards officer and support staff to be based at Littlehampton Police Station d. £2,869.44 (two thousand eight hundred and sixty nine pounds and forty four pence) towards the cost of one additional vehicle in the Angmering Neighbourhood Policing Team

Public Art Contribution	means the sum of £3,237.50 (three thousand two hundred and thirty seven pounds and fifty pence) solely towards the provision of public art in Angmering
Public Open Space	means an area (or areas) of land comprising general public open space and including LEAPS, LAPS, informal open space, pedestrian and cycle links, and SuDS attenuation basins as shown on the Public Open Space Plans or such other areas as the District Council may approve in writing to be laid out in accordance with the Public Open Space Delivery Scheme to be approved by the Council
Public Open Space Delivery Scheme	means a scheme to be submitted to and approved by the District Council in accordance with Schedule 4 setting out the proposed timetable and programme for delivery of the Public Open Space to be provided at the Development by reference to the Occupation of a certain number of Dwellings at the Development or such other alternative trigger points for delivery of the scheme as may be approved by the District Council in writing when approving the scheme;
Public Open Space Plans	means the delivery of the Public Open Space in accordance with Plan 3, Plan 5, Plan 6 and Plan 7
Public Open Space Management Scheme	means a scheme to be submitted to and approved by the District Council in accordance with Schedule 4 setting out: (a) a maintenance and management plan for the Public Open Space to be provided at the Development, including details of whether the areas in question are to be transferred to or managed by an Owner, a Management Company or some other body or organisation; and (b) details of the circumstances in which the Public Open Space may be closed to the public for maintenance, management, health and safety, and other reasons
Qualifying Occupier	means a person who qualifies for Affordable Housing within Schedule 2 to this Agreement and including residents of the

	district of Arun who are unable to resolve their housing needs in the local private sector market because of the relationship between housing costs and income
Registered Provider	means a provider of Affordable Housing pursuant to the Housing and Regeneration Act 2008
RICS	means the Royal Institution of Chartered Surveyors
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
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
Shared Ownership Housing	means housing offered to be occupied partly for rent and partly by way of owner occupation on shared ownership arrangements as defined in section 70(4) of the Housing and Regeneration Act 2008 (or any amended or replacement provision) where the shared ownership lessee for the time being has the right to carry out Staircasing and dispose of the unit on the open market
Shared Ownership Unit	means the Affordable Housing Unit to be provided as Shared Ownership Housing and "Shared Ownership Units" shall be construed accordingly
Shared Ownership Lease	means a shared ownership lease for a term of years of at least 125 years in the form regulated by the Homes England from time to time and which shall accord with the requirements and be consistent with any model shared ownership lease from time to time established by Homes England
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.

Specified Date

means the date upon which an obligation arising under this Agreement is due to be performed

Sports Contribution

means the financial contribution comprising:-

- a. £31,677 (thirty-one thousand six hundred and seventy seven pounds) towards providing the studio / flexible hall space at a Sports and Community Hub at Palmer Road in Angmering.
- b. £34,073 (thirty four thousand and seventy three pounds) towards increasing the capacity of swimming pool changing facility provision for the District.
- c. £10,400 (ten thousand four hundred pounds) towards Health & Fitness facilities at a Sports and Community Hub at Palmer Road in Angmering.
- d. £13,303 (thirteen thousand three hundred and three pounds) comprising £8,043 (eight thousand and forty three pounds) towards the provision of a new 3G pitch surface and base layer at a new facility at Palmer Road in Angmering, to serve the east of the District and £5,260 (five thousand two hundred and sixty pounds) towards the maintenance thereof across a period of twenty years.
- e. £109,811 (one hundred and nine thousand eight hundred and eleven pounds) comprising £21,291 (twenty one thousand two hundred and ninety one pounds) towards provision of a natural grass pitch which is agreed to be provided as an off-site sum towards a new facility at Palmer Road, to serve the East of the District and £88,520 towards the maintenance thereof across a period of twenty years.
- f. £48,019 (forty eight thousand and nineteen pounds) towards provision of ancillary facilities (changing rooms and car parking) at a new facility at Palmer Road in Angmering, to serve the east of the District.

Staircasing	means the purchase by the lessee of a Shared Ownership Unit of additional equity in that Shared Ownership Unit up to a maximum of 100 per cent equity
Statutory Undertaker	means any public gas transporter water or sewerage undertaker electricity supplier or public telecommunications operator
Transport Contribution	means the sum of: (a) £33,038 (thirty three thousand and thirty eight pounds) towards the mitigation measures required at the A27/The Causeway roundabout at Arundel, which consists of white line improvements (b) £302,400 (three hundred and two thousand and four hundred pounds) towards improvements to either: - the A280/A27/Long Furlong junction or; - A259 junctions (A259/Station Road Roundabout or A259/A280 Roundabout).
"West Sussex CCG"	means the West Sussex Clinical Commissioning Group of Wicker House, High Street, Worthing BN11 1DJ (or its successor body from time to time)
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 its 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 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 this clause 3, clause 4.2 (legal costs), clause 10.1 (notice), clause 11 (dispute resolution), clause 12 (waiver), clause 14 (jurisdiction) and clause 15 (declarations) shall not take effect until the following conditions precedent have been satisfied:

- (a) the Permission being granted; and
- (b) 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 Nothing contained or implied in this Agreement shall prejudice or affect the rights discretions powers duties and obligations of the District Council or the County Council under all statutes by laws statutory instruments orders and regulations in the exercise of their functions as a local authority.
- 3.7 Nothing in this Agreement constitutes an obligation to grant planning permission.
- 3.8 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.
- 3.9 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.
- 3.10 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.

- 3.11 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.
- 3.12 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) it is modified by any statutory procedure or expires before the Development is Commenced.
- 3.13 No obligations, undertakings or liabilities under this Agreement shall be enforceable against:
- (a) 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
 - (b) 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.
- 3.14 Notwithstanding any other provision of this Agreement, no obligations, undertakings or liabilities under this Agreement shall be binding or enforceable against:
- (a) 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
 - (b) 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
 - (c) Chargees of any Affordable Housing Unit or any person deriving title through such Chargee to the extent detailed in Schedule 2 to this Agreement; or
 - (d) the Registered Provider / Affordable Housing Provider of the Affordable Housing Units other than the obligations contained in Schedule 2.

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 and 4 to this Agreement.
- 4.2 The Owner 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 [].
- 4.3 The Owner covenants with the County Council to comply with the requirements set out in Schedules 5 and 6 to this Agreement.
- 4.4 The Owner 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 in the sum of [].

5 THE DISTRICT COUNCIL COVENANTS

- 5.1 The District Council covenants with the Owner to comply with all its obligations contained within this Agreement.

6 THE COUNTY COUNCIL COVENANTS

- 6.1 The County Council covenants with the Owner 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 shall cancel all entries made in the register of local land charges in respect of this Agreement.

8 INTEREST AND INDEXATION

- 8.1 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 Any sums payable to the District Council 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 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 Any sums payable to the County Council 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
- $\frac{C}{D}$
- D is equal to or greater than 1

- 8.4 Where reference is made to an index (including the RPI Index and the BCIS Index) and that index ceased to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this Agreement) or in the event the index is not replaced to an alternative reasonably comparable basis or index as the District Council or the County Council (as applicable) shall advise the Owners in writing.

9 VAT

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

10 NOTICES AND SERVICE PROVISIONS

10.1 The Owner agrees with the District Council and the County Council:

10.2 Not more than 7(seven) days after the Development is Commenced the Owner shall serve on the District Council and the County Council a Commencement Notice.

10.3 Where:

(a) this Agreement imposes a requirement for the making of a payment or the undertaking of an act or the cessation of an activity on a Specified Date the Owners shall give the District Council or the County Council notice of the Specified Date not more than seven days after such Specified Date; and

(b) if the Owners fail to give the notice required under this Clause

then the District Council or the County Council shall acting reasonably be entitled in their absolute discretion to determine the Specified Date and shall give notice to the Owners of that determination.

10.4 All payments due under this Agreement shall be forwarded to the payee and shall have attached to them a copy of the Payment Notice duly completed.

10.5 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.

10.6 The address for any notice or other written communication shall only be within the United Kingdom and is:

(a) for the Owner as specified above and marked for the attention of the Owner

(b) for the Developer as specified above marked for the attention of the Design and Planning Director;

- (c) 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 District Council in writing
- (d) 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

11 DISPUTE RESOLUTION

- 11.1 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.
- 11.2 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.
- 11.3 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.
- 11.4 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).
- 11.5 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.

11.6 The provisions of this clause shall not affect the ability of the District Council or County Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Agreement and consequential and interim orders and relief.

12 WAIVER

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

13 CHANGE IN OWNERSHIP

13.1 The Owner agrees with the District Council and the County Council to give the District Council and the County Council immediate written notice of any change in ownership of any of its interests in the Land occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Land or unit of occupation purchased by reference to a plan provided that the Owner shall not be required to give notice to the District Council and County Council of any change of ownership affecting a Housing Unit.

14 JURISDICTION

14.1 This Agreement shall be governed by the laws of England.

14.2 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 11.

15 DECLARATIONS

- 15.1 The District Council and the County Council will upon the written request of the Owner confirm in writing whether or not the obligations set out herein have been performed or otherwise discharged.
- 15.2 Subject to clauses 15.3 to 15.5 below, if any application pursuant to section 73 of the 1990 Act is granted after the date of this Agreement:
- (a) the obligations in this Agreement shall relate to and bind such application; and
 - (b) the definitions of Application, Development and Permission (other than for the purposes of clause 1) shall be construed to include reference to (respectively) the planning application pursuant to section 73 of the 1990 Act, the development permitted by that application and the planning permission issued pursuant to that application.
- 15.3 Nothing in this clause shall fetter the discretion of the District Council in determining any planning application pursuant to section 73 of the 1990 Act and the appropriate planning obligations required in connection with the determination of the same.
- 15.4 To the extent that any of the planning obligations in this Agreement have already been discharged at the date that a planning permission pursuant to section 73 of the 1990 Act is granted they shall remain discharged for the purposes of the said permission.
- 15.5 The District Council reserves the right to insist upon the completion of an agreement under section 106 or 106A of the 1990 Act as the case may be in connection with any application pursuant to section 73 of the 1990 Act if the District Council (acting reasonably) considers it necessary to do so. 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.

16 DELIVERY

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

SCHEDULE 1

LAND DESCRIPTION

The Owner is the freehold registered proprietor of the Land registered at the Land Registry under Title Number WSX257228.

SCHEDULE 2

AFFORDABLE HOUSING

The Owner Covenants with the District Council as follows;

1. To provide the Affordable Housing Units in accordance with the Permission and the Affordable Housing Master Plan (subject to any amendments agreed by the District Council in writing from time to time).
2. Subject to the provisions of this Schedule 2 the Affordable Housing Units shall only be disposed of by an Owner to an Affordable Housing Provider or Registered Provider save by way of mortgage or charge.
3. Not to Occupy or cause or permit the Occupation of more than:
 - 3.1 twenty-five percent (25%) of the Market Housing Units (or such other number of Market Housing Units that may be agreed in writing by the District Council) until the Owner has entered into a legally binding contract with an Affordable Housing Provider or Registered Provider for the disposal of the Affordable Housing Units (either freehold or leasehold for a period of not less than 125 years on terms which ensure that the Affordable Housing Units are and remain bound by the obligations in this Schedule 2 (unless otherwise agreed in writing by the District Council)
 - 3.2 fifty percent (50%) of the Market Housing Units (or such other number of Market Housing units as may be agreed in writing by the District Council) unless and until the Affordable Housing Units have been constructed and are ready for Occupation.
4. With effect from the date on which they are completed the Affordable Housing Units shall not be Occupied other than by a Qualifying Occupier and for the avoidance of doubt this restriction shall apply not just to the first Occupier of any of the Affordable Housing Units but to all subsequent occupiers of the Affordable Housing Units.
5. To procure that the Affordable Housing Provider or Registered Provider grants Nomination Rights to the District Council relating to the first Occupation of the Affordable Housing Units and to 75% of subsequent nominations PROVIDED THAT if the District Council do not accept such offer then the Affordable Housing Provider or Registered Provider shall in seeking to allocate the Affordable Housing Units have regard as far as possible to the following criteria:
 - 5.1 any family association in the District of Arun in accordance with any relevant housing allocation policy;
 - 5.2 any period of ordinary residence in the District of Arun not immediately before the date on which any Affordable Housing Unit becomes vacant;
 - 5.3 any employment opportunity in the District of Arun; or
 - 5.4 any other connection with the District of Arunbut for the avoidance of doubt the satisfaction of such criteria hereof shall be determined by the Affordable Housing Provider or Registered Provider.
6. To procure that any transfer of Affordable Housing Units to an Affordable Housing Provider or Registered Provider will contain the following provisions:

- 6.1 the grant by the Owner of all rights of access and passage of services and other rights reasonably necessary to the beneficial enjoyment of those Affordable Housing Units;
 - 6.2 a reservation of all rights of access and passage of services and other rights reasonably necessary for the benefit of the remainder of the Housing Units on the Land;
 - 6.3 the imposition of such covenants as the Owners shall reasonably require and are consistent with the sale of any Market Housing Unit; and
 - 6.4 a Condition that the Affordable Housing Provider or Registered Provider shall within 3 months of the legal completion of the transfer, or such other period as may be agreed with the District Council in writing, enter into a Nominations Agreement (with the District Council.
7. Nothing in this Agreement shall be construed as imposing or otherwise implying any obligation on the District Council to grant or make available any public subsidy or other financial support (or to assist the Owner in obtaining such public subsidy or other financial support) in respect of the Affordable Housing Units.
 8. The Affordable Housing provisions in this Agreement shall not be binding on a Chargee of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such Chargee PROVIDED THAT:
 - 8.1 such Chargee shall first give written notice to the District Council of its intention to dispose of the Affordable Housing Unit(s) and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Unit(s) to another registered provider or to the District Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
 - 8.2 if such disposal has not completed within the three month period, the Chargee shall be entitled to dispose of the Affordable Housing Units free from the affordable housing provisions in this Agreement which provisions shall determine absolutely.
 9. The Owner covenants:
 - 9.1 not to permit the Affordable Housing Units to be Occupied other than as Affordable Housing unless otherwise provided in this Agreement
 - 9.2 to ensure that the Rented Units are available for rental Occupation and allocated adopting the procedure set out in paragraph 5 above.
 10. 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 5.
 11. The Owner covenants to advertise the availability of each Shared Ownership Unit and ensure that each Shared Ownership Unit is available for Occupation as a Shared Ownership 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

SCHEDULE 3

DISTRICT COUNCIL CONTRIBUTIONS

1 NHS CONTRIBUTION

The Owner covenants with the District Council:-

- 1.1 To pay to the District Council 50% of the NHS 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 50% of the NHS Contribution has been paid to the District Council.
- 1.3 To pay to the District Council 50% of the NHS Contribution prior to the Occupation of the forty second (42 No) Housing Unit to be Occupied.
- 1.4 Not to cause allow or permit the Occupation of the forty second (42 No) Housing Unit unless and until 50% of the NHS Contribution has been paid to the District Council.
- 1.5 The District Council covenants not to use the NHS Contribution other than for the purposes set out within this Agreement and to pay the NHS Contribution to the West Sussex CCG upon receipt of a document from the West Sussex CCG:
 - (a) confirming that they will apply the NHS Contribution solely towards the purposes set out in this Agreement;
 - (b) providing full details of the expenditure of the NHS Contribution which details shall comprise either a receipt for expenditure incurred or a contract committing such expenditure; and
 - (c) confirming that they will return any unspent part of the NHS Contribution together with interest accrued to the District Council or the Owner after the expiry of ten years from the date of receipt by the District Council of the NHS Contribution.
- 1.6 The Owner acknowledges that the District Council shall not be responsible for how the NHS Contribution is utilised or in the event that the West Sussex CCG does not comply with paragraph 1.5 (b) above for its return under paragraph 6 below once it has transferred the NHS

Contribution to the West Sussex CCG but without prejudice to the rights of the Owner to seek to enforce the obligations directly against the West Sussex CCG AND in which case the District Council shall provide to the Owner such assistance as it reasonably can to enforce those obligations.

2 POLICE CONTRIBUTION

The Owner covenants with the District Council:-

- 2.1 To pay to the District Council the Police Contribution prior to the Occupation of the forty second (42 No) Housing Unit to be Occupied.
- 2.2 Not to cause allow or permit the Occupation of the forty second (42 No) Housing Unit unless and 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 for the purposes as set out within this Agreement.

3 SPORTS CONTRIBUTION

The Owner covenants with the District Council:-

- 3.1 To pay to the District Council 50% of the Sports 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 50% of the Sports Contribution has been paid to the District Council.
- 3.3 To pay to the District Council 50% of the Sports Contribution prior to the Occupation of the forty second (42 No) Housing Unit to be Occupied.
- 3.4 Not to cause allow or permit the Occupation of the forty second (42 No) Housing Unit unless and until 50% of the Sports Contribution has been paid to the District Council.
- 3.5 The District Council covenants not to use the Sports Contribution for the purposes as set out within this Agreement.

4 PUBLIC ART CONTRIBUTION

The Owner covenants with the District Council:-

- 4.1 To pay to the District Council 50% of the Public Art 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 50% of the Public Art Contribution has been paid to the District Council.
- 4.3 To pay to the District Council 50% of the Public Art Contribution prior to the Occupation of the forty second (42 No) Housing Unit to be Occupied.
- 4.4 Not to cause allow or permit the Occupation of the forty second (42 No) Housing Unit unless and until 50% of the Public Art Contribution has been paid to the District Council.
- 4.5 The District Council covenants not to use the Public Art Contribution for the purposes as set out within this Agreement.

5 DISTRICT MONITORING FEE

- 5.1 To pay to the District Council the District Monitoring Fee prior to Commencement.
- 5.2 Not cause allow or permit Commencement unless and until the District Monitoring Fee has been paid to the District Council.

6 REPAYMENT OF FINANCIAL CONTRIBUTIONS

- 6.1 Upon receipt of a District Council Contribution the District Council it will hold it in a separately identified interest bearing section of the District Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified by this Agreement.
- 6.2 Upon written request on or after ten (10) years of the date of receipt of the final instalment of a District Council Contribution to issue to the party that paid the District Council Contribution an account certified by the Director of Finance, Performance and Procurement for the time being of the District Council detailing how the District Council Contribution has been expended by the District Council.

- 6.3 If or to the extent that any of the District Council Contributions shall not have been spent by the District Council by the end of the period referred to in paragraph 6.2 above the District Council shall on such date refund to the party that paid said District Council Contribution any unexpended part of any said District Council Contribution together with compound interest on the unexpended part(s) from the date of receipt by the District Council of the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.
- 6.4 If at the end of the period referred to in paragraph 6.2 of this Schedule the District Council shall have entered into a contract or other legally binding obligation to expend a District Council Contribution or part thereof for the purposes specified in this Agreement then the District Council shall not be required to refund any part of said District Council Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid said District Council Contribution in the manner set out in paragraph 6.2 of this Schedule and refund any unexpended part of said District Council Contribution in the manner set out in paragraph 6.3 of this Schedule 3.

SCHEDULE 4

PUBLIC OPEN SPACE

The Owner covenants with the District Council:-

1. Prior to Commencement to submit a Public Open Space Delivery Scheme to the District Council for approval.
2. Not to Commence Development until the Public Open Space Delivery Scheme has been submitted to the District Council for approval
3. Prior to Commencement to obtain the written agreement of the District Council to the Public Open Space Delivery Scheme.
4. Not to cause or permit the Commencement of Development until the Public Open Space Delivery Scheme has been agreed in writing by the District Council.
5. To provide and lay out the Public Open Space in accordance with the Public Open Space Delivery Scheme and the Permission.
6. Not to cause or permit the Occupation of the relevant number of Housing Units detailed in the approved Public Open Space Delivery Scheme until the relevant Public Open Space detailed in the Public Open Space Delivery Scheme has been provided and laid out.
7. To submit the Public Open Space Management Scheme to the District Council for approval prior to occupation of the 1st Housing Unit.
8. Not to cause or permit Occupation of the 1st Housing Unit until the Public Open Space Management Scheme has been approved in writing by the District Council
9. To maintain the Public Open Space in accordance with the approved Public Open Space Management Scheme until the date upon which the transfer described in below has been completed and until the relevant transfer has been completed
10. Not more than twenty-eight (28) days after practical completion of the Public Open Space the Owner shall supply to the District Council proposals for arrangements to secure the management and future maintenance of the Public Open Space by a Management Company or such other third party which may be approved by the District Council in writing.

11. To include in the transfer of the Public Open Space to the Management Company or other approved third party:

- (a) a covenant by the Management Company only to permit the elements of the Public Open Space to be used for their intended purpose in accordance with this Agreement; and
- (b) a covenant by the Management Company to maintain the Public Open Space in perpetuity in accordance with the Public Open Space Management Scheme; and
- (c) a covenant by the Management Company not to transfer the Public Open Space into the individual ownership of the owners of the Housing Units; and
- (d) an obligation by the Management Company that should the District Council so require for the Management Company to enter into a direct covenant with the District Council to perform the obligations set out in paragraphs 1.12(a) – (c) of this Schedule.

12. The Owner shall furnish a copy of the completed transfer (as referred to in paragraph 1.12) to the District Council and shall inform the District Council in writing of the contact details of any Management Company or third party (as provided for herein).

13. The Owner shall include in each transfer or lease of a Housing Unit an obligation to contribute an annual amount to the Management Company which together with fair contributions from other purchasers or lessees of the Housing Unit shall be sufficient to enable the Management Company to discharge its obligations under this Agreement in relation to the Public Open Space.

SCHEDULE 5

COUNTY COUNCIL CONTRIBUTIONS

1 EDUCATION NURSERY CONTRIBUTION

The Owner covenants with the County Council:-

- 1.1 To pay to the County Council 50% of the Education Nursery 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 50% of the Education Nursery Contribution has been paid to the County Council.
- 1.3 To pay to the County Council the remaining 50% of the Education Nursery Contribution prior to the Occupation the forty second (42 No) Housing Unit to be Occupied.
- 1.4 Not to cause allow or permit the Occupation of forty second(42 No) Housing Unit unless and until the remaining 50% of the Education Nursery Contribution has been paid to the County Council.
- 1.5 The County Council covenants not to use the Education Nursery Contribution other than towards the provision of a new early years' facility serving Angmering, based on the provision of 84 Housing Units.

2 EDUCATION SPECIAL SCHOOL FACILITIES CONTRIBUTION

The Owner covenants with the County Council:-

- 2.1 To pay to the County Council 50% of the Education Special School Facilities 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 50% of the Education Special School Facilities Contribution has been paid to the County Council.
- 2.3 To pay to the County Council the remaining 50% of the Education Special School Facilities Contribution prior to the Occupation the forty second (42 No) Housing Unit to be Occupied.

- 2.4 Not to cause allow or permit the Occupation of the fiftieth (42 No) Housing Unit unless and until the remaining 50% of the Education Special School Facilities Contribution has been paid to the County Council.
- 2.5 The County Council covenants not to use the Education Special School Facilities Contribution other than towards extending / developing existing SSC or special school facilities serving Angmering.

3 EDUCATION PRIMARY CONTRIBUTION

The Owner covenants with the County Council:-

- 3.1 To pay to the County Council 50% of the Education Primary 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 50% of the Education Primary Contribution has been paid to the County Council.
- 3.3 To pay to the County Council the remaining 50% of the Education Primary Contribution prior to the Occupation the forty second (42 No) Housing Unit to be Occupied.
- 3.4 Not to cause allow or permit the Occupation of the forty second (42 No) Housing Unit unless and until the remaining 50% of the Education Primary Contribution has been paid to the County Council.
- 3.5 The County Council covenants not to use the Education Primary Contribution other than towards the provision of a new primary school in Angmering Village or towards expansion of one of the schools immediately serving the Development.

4 EDUCATION SECONDARY CONTRIBUTION

The Owner covenants with the County Council:-

- 4.1 To pay to the County Council 50% of the Education Secondary 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 50% of the Education Secondary Contribution has been paid to the County Council.

- 4.3 To pay to the County Council the remaining 50% of the Education Secondary Contribution prior to the Occupation the forty second (42 No) Housing Unit to be Occupied.
- 4.4 Not to cause allow or permit the Occupation of the forty second (42 No) Housing Unit unless and until the remaining 50% of the Education Secondary Contribution has been paid to the County Council.
- 4.5 The County Council covenants not to use the Education Secondary Contribution other than towards infrastructure associated with phase 1 of the new secondary school serving Arun.

5 EDUCATION SIXTH FORM CONTRIBUTION

The Owner covenants with the County Council:-

- 5.1 To pay to the County Council 50% of the Education Sixth Form 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 50% of the Education Sixth Form Contribution has been paid to the County Council.
- 5.3 To pay to the County Council the remaining 50% of the Education Sixth Form Contribution prior to the Occupation the forty second (42 No) Housing Unit to be Occupied.
- 5.4 Not to cause allow or permit the Occupation of the forty second (42 No) Housing Unit unless and until the remaining 50% of the Education Sixth Form Contribution has been paid to the County Council.
- 5.5 The County Council covenants not to use the Education Sixth Form Contribution other than towards future expansion at The Angmering School Sixth Form.

6 LIBRARY CONTRIBUTION

The Owner covenants with the County Council:-

- 6.1 To pay to the County Council 50% of the Library 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 50% of the Library Contribution has been paid to the County Council.
- 6.3 To pay to the County Council 50% of the Library Contribution prior to the Occupation of the forty second (42 No) Housing Unit to be Occupied.
- 6.4 Not to cause allow or permit the Occupation of the forty second (42 No) Housing Unit unless and until 50% of the Library Contribution has been paid to the County Council
- 6.5 The County Council covenants not to use the Library Contribution other than towards the development and enhancement of existing services at Angmering Library.

7 FIRE AND RESCUE INFRASTRUCTURE CONTRIBUTION

The Owner covenants with the County Council:-

- 7.1 To pay to the County Council 50% of the Fire and Rescue Infrastructure Contribution prior to the Occupation of the first (1 No) Housing Unit to be Occupied.
- 7.2 Not to cause allow or permit the Occupation of the first (1 No) Housing Unit unless and until 50% of the Fire and Rescue Infrastructure Contribution has been paid to the County Council.
- 7.3 To pay to the County Council 50% of the Fire and Rescue Infrastructure Contribution prior to the Occupation of the forty second (42 No) Housing Unit to be Occupied.
- 7.4 Not to cause allow or permit the Occupation of the forty second (42 No) Housing Unit unless and until 50% of the Fire and Rescue Infrastructure Contribution has been paid to the County Council
- 7.5 The County Council covenants not to use the Fire and Rescue Infrastructure Contribution other than towards the redevelopment of Littlehampton Fire Station.

8 TRANSPORT CONTRIBUTION

The Owner covenants with the County Council:-

- 8.1 To pay to the County Council 50% of the Transport Contribution prior to the Occupation of the first (1 No) Housing Unit to be Occupied.

8.2 Not to cause allow or permit the Occupation of the first (1 No) Housing Unit unless and until 50% of the Transport Contribution has been paid to the County Council.

8.3 To pay to the County Council 50% of the Transport Contribution prior to the Occupation of the forty second (42 No) Housing Unit to be Occupied.

8.4 Not to cause allow or permit the Occupation of the forty second (42 No) Housing Unit unless and until 50% of the Transport Contribution has been paid to the County Council

8.5 The County Council covenants not to use the Transport Contribution other than as follows:

(a) £33,038 (thirty three thousand and thirty eight pounds) towards the mitigation measures required at the A27/The Causeway roundabout at Arundel, which consists of white line

and thirty eight pounds) of the Transport Contribution to Highway England solely towards these purposes

(b) £302,400 (three hundred and two thousand and four hundred pounds) towards improvements to either:

- the A280/A27/Long Furlong junction or;

- A259 junctions (A259/Station Road Roundabout or A259/A280 Roundabout)

* *see manuscript amends 8.6 & 8.7 (pg 37a)*

9 FLOOD ALLEVIATION MEASURES CONTRIBUTION

The Owner covenants with the County Council:-

9.1 To pay to the County Council 50% of the Flood Alleviation Measures Contribution prior to the Occupation of the first (1 No) Housing Unit to be Occupied.

9.2 Not to cause allow or permit the Occupation of the first (1 No) Housing Unit unless and until 50% of the Flood Alleviation Measures Contribution has been paid to the County Council.

9.3 To pay to the County Council 50% of the Flood Alleviation Measures Contribution prior to the Occupation of the forty second (42 No) Housing Unit to be Occupied.

9.4 Not to cause allow or permit the Occupation of the forty second (42 No) Housing Unit unless and until 50% of the Flood Alleviation Measures Contribution has been paid to the County Council.

The following are manuscript amends added 5.2.2021 by Louise Greene, authorised signatory for Arun District Council, as agreed between all parties by email (attached)

Schedule 5

8.6 The County Council covenants not to use the Transport Contribution other than for the purposes set out within this Agreement and to pay £33,038 of the Transport Contribution to Highways England upon receipt of a document from Highways England:

- (a) confirming that they will apply the Transport Contribution solely towards the purposes set out in this Agreement;*
- (b) providing full details of the expenditure of the Transport Contribution which details shall comprise either a receipt for expenditure incurred or a contract committing such expenditure; and*
- (c) confirming that they will return any unspent part of the Transport Contribution together with interest accrued to the County Council or the Owner after the expiry of ten years from the date of receipt by the County Council of the Transport Contribution.*

8.7 The Owner acknowledges that the County Council shall not be responsible for how the Transport Contribution is utilised or in the event that Highways England does not comply with paragraph 8.6 (b) above for its return under paragraph 11 below once it has transferred the Transport Contribution to Highways England but without prejudice to the rights of the Owner to seek to enforce the obligations directly against the Highways England AND in which case the County Council shall provide to the Owner such assistance as it reasonably can to enforce those obligations.

Louise Greene

From: Stephen James <S[REDACTED]>
Sent: 05 February 2021 08:48
To: Price, Matthew; Priya Patel
Subject: RE: S106 Agreement - Dappers Lane, Angmering (A/76/20/PL) [M-00915016] [EFILE-Legal02.495884.2697575]

On the assumption that this is the last manuscript change then its acceptable

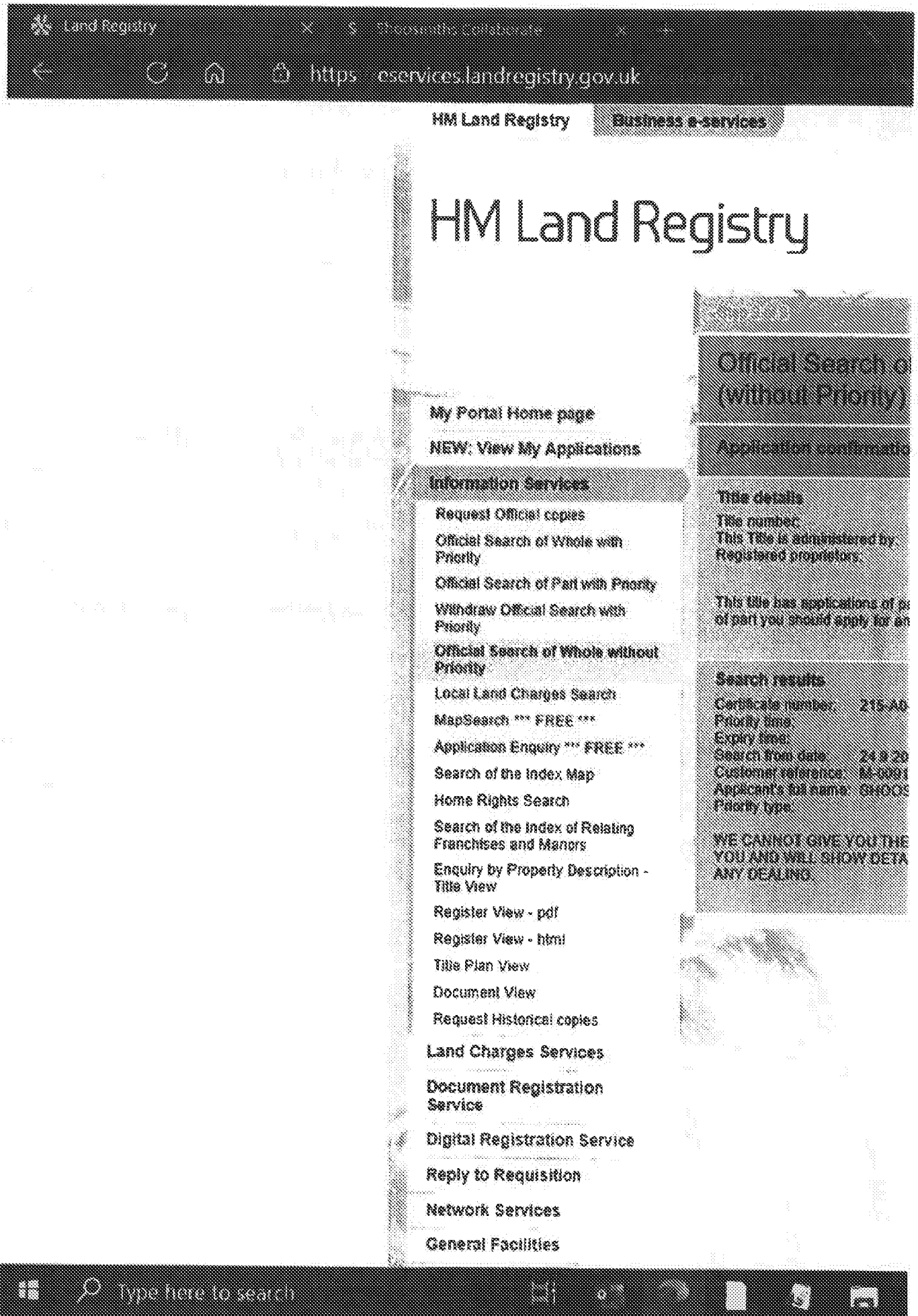
Regards
stephen

From: Price, Matthew <M[REDACTED]>
Sent: 05 February 2021 08:46
To: [REDACTED]
Subject: RE: S106 Agreement - Dappers Lane, Angmering (A/76/20/PL) [M-00915016] [EFILE-Legal02.495884.2697575]

Dear Stephen

I look forward to hearing from you on the below ASAP, please.

Priya – I've carried out my pre-completion search this morning, but the Land Registry cannot give me a result immediately. I'll be in touch as soon as I receive it.



Kind regards

Matthew Price
Associate

SHOOSMITHS



From: Price, Matthew

Sent: 04 February 2021 16:53

To: 'Priya Patel' [REDACTED] Stephen James <[REDACTED]>

Cc: Jackson, Laura [REDACTED]

Subject: RE: S106 Agreement - Dappers Lane, Angmering (A/76/20/PL) [M-00915016] [EFILE-Legal02.495884.2697575]

Hi Priya

Thank you for this.

Stephen – is this agreed, please?

Kind regards

Matthew Price
Associate

SHOOSMITHS



From: Priya Patel <[REDACTED]>

Sent: 04 February 2021 16:50

To: Price, Matthew [REDACTED] Stephen James [REDACTED]

Cc: Jackson, Laura [REDACTED]

Subject: RE: S106 Agreement - Dappers Lane, Angmering (A/76/20/PL) [M-00915016] [EFILE-Legal02.495884.2697575]

Hi Matthew

The amendment is agreed together with the inclusion of the following, which is the same as the wording for the NHS Contribution:

- 1.1 The County Council covenants not to use the Transport Contribution other than for the purposes set out within this Agreement and to pay £33,038 of the Transport Contribution to Highways England upon receipt of a document from Highways England:

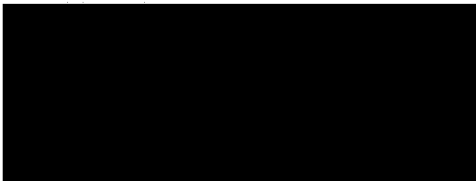
- (a) confirming that they will apply the Transport Contribution solely towards the purposes set out in this Agreement;
- (b) providing full details of the expenditure of the Transport Contribution which details shall comprise either a receipt for expenditure incurred or a contract committing such expenditure; and
- (c) confirming that they will return any unspent part of the Transport Contribution together with interest accrued to the County Council or the Owner after the expiry of ten years from the date of receipt by the County Council of the Transport Contribution.

1.2 The Owner acknowledges that the County Council shall not be responsible for how the Transport Contribution is utilised or in the event that Highways England does not comply with paragraph 1.1 (b) above for its return under paragraph 6 below once it has transferred the Transport Contribution to Highways England but without prejudice to the rights of the Owner to seek to enforce the obligations directly against the Highways England AND in which case the County Council shall provide to the Owner such assistance as it reasonably can to enforce those obligations.

The references highlighted in yellow will need updating.

Kind regards

Priya Patel
Senior Associate



Gowling WLG (UK) LLP
Two Snowhill, Birmingham, B4 6WR, United Kingdom
gowlingwlg.com



Gowling WLG, Official Legal Advisers – Birmingham 2022 Commonwealth Games

From: Price, Matthew [REDACTED]
Sent: Thursday 04 February 2021 15:11
To: Stephen James <[REDACTED]> Priya Patel [REDACTED]
Subject: RE: S106 Agreement - Dappers Lane, Angmering (A/76/20/PL) [M-00915016] [EFILE-Legal02.495884.2697575]

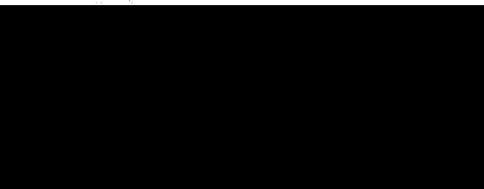
This message originated from outside your organisation [REDACTED]

Thank you, Stephen. Yes, my client has safely received them. Provided the amendment is acceptable to the Developer, my client will make it in manuscript and initial it on behalf of your client and the Developer tomorrow.

Priya – is the amendment agreed on behalf of your client, please?

Kind regards

Matthew Price
Associate



From: Stephen James <[REDACTED]>
Sent: 04 February 2021 15:07
To: Price, Matthew <[REDACTED]> Priya Pate <[REDACTED]>
Subject: RE: S106 Agreement - Dappers Lane, Angmering (A/76/20/PL) [M-00915016] [EFILE-Legal02.495884.2697575]

That's acceptable

However I believe the agreements have been sealed and are on route to the district

Regards
stephen

From: Price, Matthew <[REDACTED]>
Sent: 04 February 2021 15:05
To: Priya Pate <[REDACTED]>; Stephen James <[REDACTED]>
Subject: RE: S106 Agreement - Dappers Lane, Angmering (A/76/20/PL) [M-00915016] [EFILE-Legal02.495884.2697575]
Importance: High

Dear Priya/Stephen

My client has informed me that the highlighted element of the transport contribution below needs to be transferred from WSCC to Highways England as the works are to be carried out on a Trunk Road under Highways England control.

My client is happy for an amendment to be made to the paragraph in manuscript. It can make the necessary amendment and initial it on behalf of your clients with your authority ahead of completion tomorrow.

8.5 The County Council covenants not to use the Transport Contribution other than as follows:

(a) £33,038 (thirty three thousand and thirty eight pounds) towards the mitigation measures required at the A27/The Causeway roundabout at Arundel, which consists of white line improvements

(b) £302,400 (three hundred and two thousand and four hundred pounds) towards improvements to either:
- the A280/A27/Long Furlong junction or;
- A259 junctions (A259/Station Road Roundabout or A259/A280 Roundabout).

Can I suggest the following wording is added to the end of paragraph 8.5 (a):

"...and to transfer £33,038 (thirty-three thousand and thirty eight pounds) of the Transport Contribution to Highways England solely towards these purposes"

I look forward to hearing from you.

Kind regards

Matthew Price
Associate

SHOOSMITHS



From: Price, Matthew
Sent: 04 February 2021 13:36
To: 'Priya Pate' [REDACTED]
Subject: RE: S106 Agreement - Dappers Lane, Angmering (A/76/20/PL) [M-00915016] [EFILE-Legal02.495884.2697575]

Dear Priya

My client has received the engrossments and will arrange for them to be sealed tomorrow. I will carry out without priority searches against the title in the morning and, provided everything is in order, will give my client authority to complete.

I'll raise an invoice for my firm's fees and send it to you shortly.

Kind regards

Matthew Price
Associate

SHOOSMITHS



From: Priya Pate [REDACTED]
Sent: 04 February 2021 11:18
To: Price, Matthew [REDACTED]
Subject: RE: S106 Agreement - Dappers Lane, Angmering (A/76/20/PL) [M-00915016] [EFILE-Legal02.495884.2697575]

Hi Matthew

See attached.

Engrossments are in circulation in order to meet your client's deadline.

- 9.5 The County Council covenants not to use the Flood Alleviation Measures Contribution other than for the purposes as set out within this Agreement.

10 MONITORING FEE

- 10.1 To pay to the County Council the County Monitoring Fee prior to Commencement.
- 10.2 Not cause allow or permit Commencement unless and until the County Monitoring Fee has been paid to the County Council.

11 REPAYMENT OF FINANCIAL CONTRIBUTIONS

- 11.1 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 or unexpended (including any interest accrued) then the County Council shall return such monies to the party that made the payment.
- 11.2 If at the dates referred to in paragraph 11.1 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 11.1 hereof

SCHEDULE 6

ROADS AND OFF-SITE HIGHWAY WORKS

The Owner covenants with the County Council as follows:

1. ROADS

- a. To construct the roads within the Land in accordance with the Permission.
- b. Following laying out construction and completion of the roads within the Land, if any of the roads within the Land are not adopted by the County Council, the Owner shall maintain the roads which are not adopted by the County Council until such time that they are either adopted by the County Council or are transferred to a Management Company for management and maintenance in perpetuity.
- c. In the event that the roads are not adopted by the County Council:
 - i. to appoint a Management Company to manage and maintain the roads in perpetuity; and
 - ii. to include a covenant in the transfer of each Housing Unit frontager that they will not request the County Council to adopt any of the roads within the Land.

2. OFF-SITE HIGHWAY WORKS

- a. To enter into an agreement pursuant to section 278 of the Highway's Act 1980 with the County Council as soon as practicable for the delivery of the Off-Site Highway Works.
- b. To complete the Off-Site Highway Works in accordance with the terms of the said section 278 agreement referred to in paragraph 2(a) above, and prior to Occupation of the 40th Housing Unit.

APPENDIX 1

LIST OF ARUN DISTRICT COUNCIL PREFERRED REGISTERED PROVIDERS

PROVIDER	CONTACT EMAIL	AND	ADDRESS	TEL. NO
Angmering Community Land Trust			ACLT, c/o Angmering Community Centre, Foxwood Avenue, Angmering BN16 4FU	
Arun District Council			Civic Centre, Maltravers Rd, Littlehampton, BN17 5LF	
Aster Group				
Clarion Housing Group			Upton House, 7 Perrymount Rd, Haywards Heath, RH16 3TN	
The Guinness Partnership			33 East Street Havant Hampshire PO9 1AA	
Hastoe Housing Association			Marina House 17 Marina Place Hampton Wick Kingston-Upon-Thames Surrey KT1 4BH	
The Hyde Group			Telecom House 125 – 135 Preston Road Brighton West Sussex BN1 6AF	
Worthing Homes			Davison House North Street Worthing	

		West Sussex BN11 1ER	
Stonewater		Waverley House 11-118 Holdenhurst Road Bournemouth BH8 8DY	
Saxon Weald		Saxon Weald House 38-42 Worthing Road Horsham West Sussex RH12 1DT	

APPENDIX 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 RSL 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 RSL 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 RSL 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 RSL 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 RSL'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.

Void

- 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 RSL 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.

14. TRANSFERS TO OTHER REGISTERED SOCIAL LANDLORDS

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.

15. 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.

16. 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.

17. COSTS

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

18. AGREEMENTS AND DECLARATIONS

The parties agree:

- a. nothing in this deed fetters or restricts the exercise by the Council of any of its powers; and
- b. 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

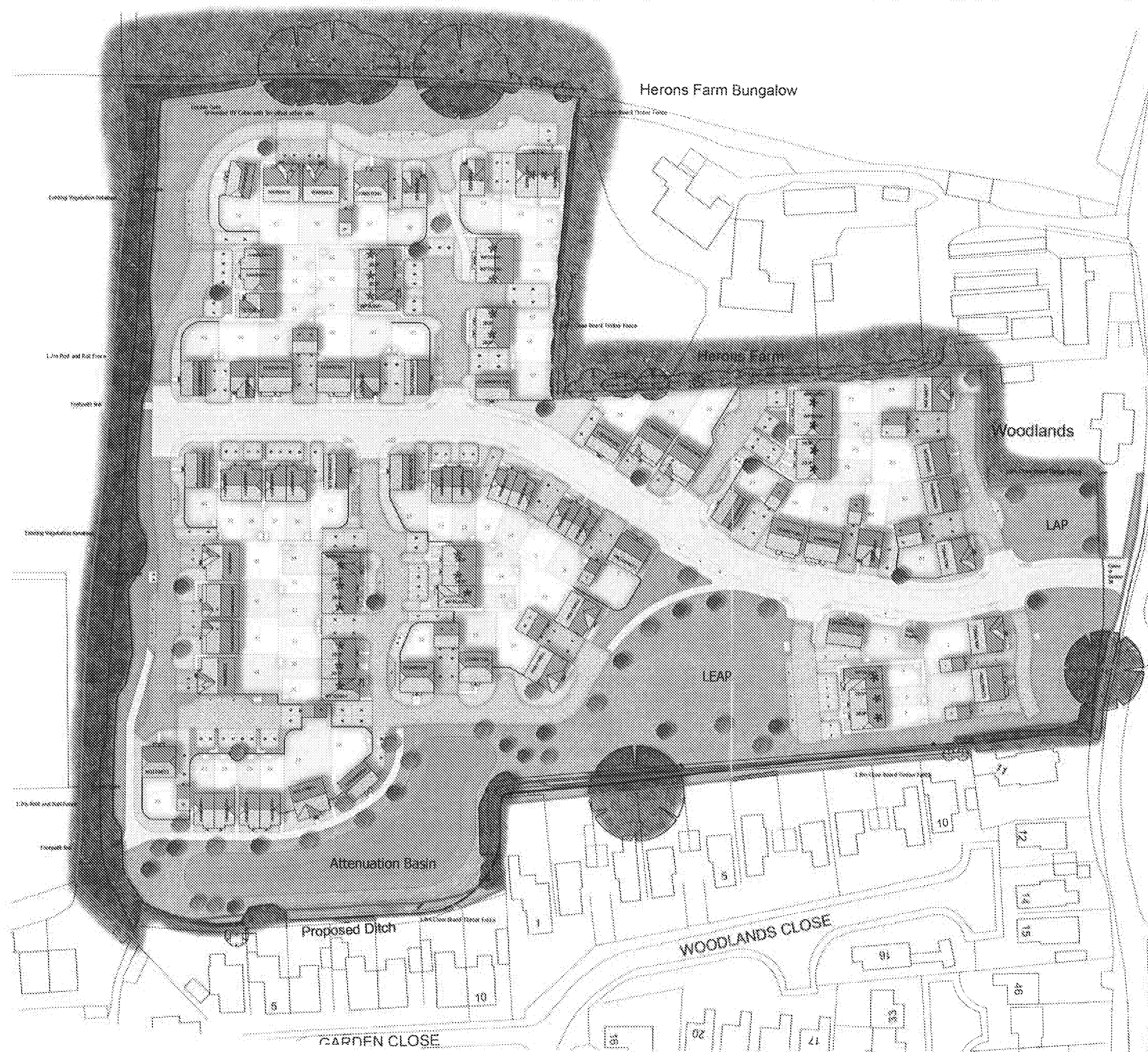
Director/Secretary

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

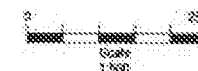
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## APPENDIX 3

### PLAN 1



Red Line Boundary

[illegible]

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PLAN 2



iber Fence

NOTES

1. The proposed site is a proposed development of 10 dwellings, 5 of which are to be built on the existing site and 5 are to be built on the adjacent site. The proposed development is to be built on the site of the existing development and is to be built on the site of the existing development.

2. The proposed development is to be built on the site of the existing development and is to be built on the site of the existing development.

3. The proposed development is to be built on the site of the existing development and is to be built on the site of the existing development.

LEGEND

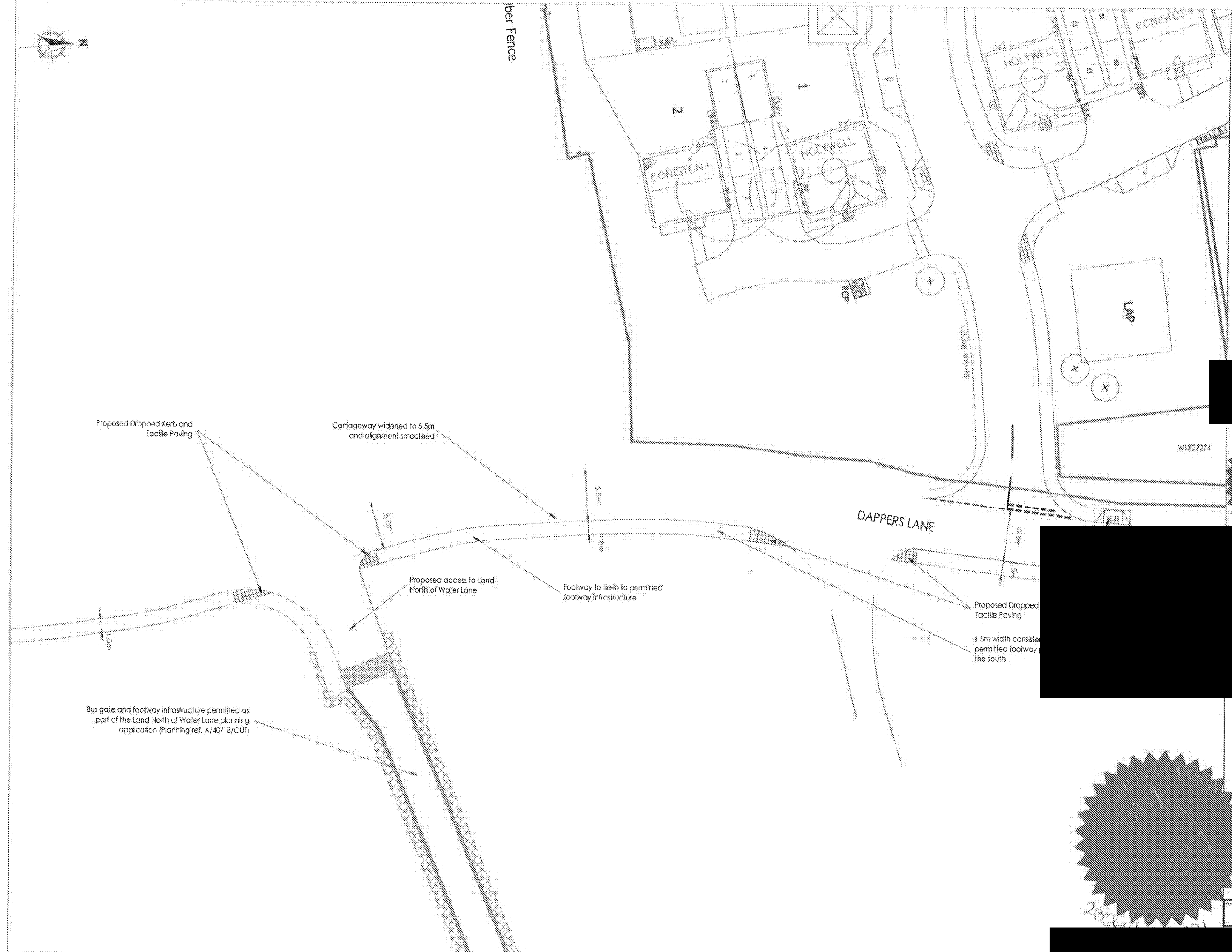
Site Boundary

Highway Boundary

Proposed Road Markings

Service Margin

Planning Application A/40/18/OUT



Proposed Dropped Kerb and Tactile Paving

Carriageway widened to 5.5m and alignment smoothed

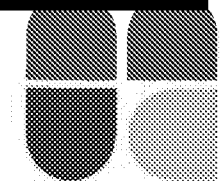
Proposed access to Land North of Water Lane

Footway to tie-in to permitted footway infrastructure

Proposed Dropped Tactile Paving

3.5m width consistent permitted footway to the south

Bus gate and footway infrastructure permitted as part of the Land North of Water Lane planning application (Planning ref. A/40/18/OUT)



BRIGHT PLAN

Planning and Design Consultancy

100% of the project is completed

100% of the project is completed

100% of the project is completed

100% of the project is completed

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## PLAN 3



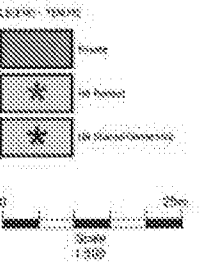
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## PLAN 4



12/2021

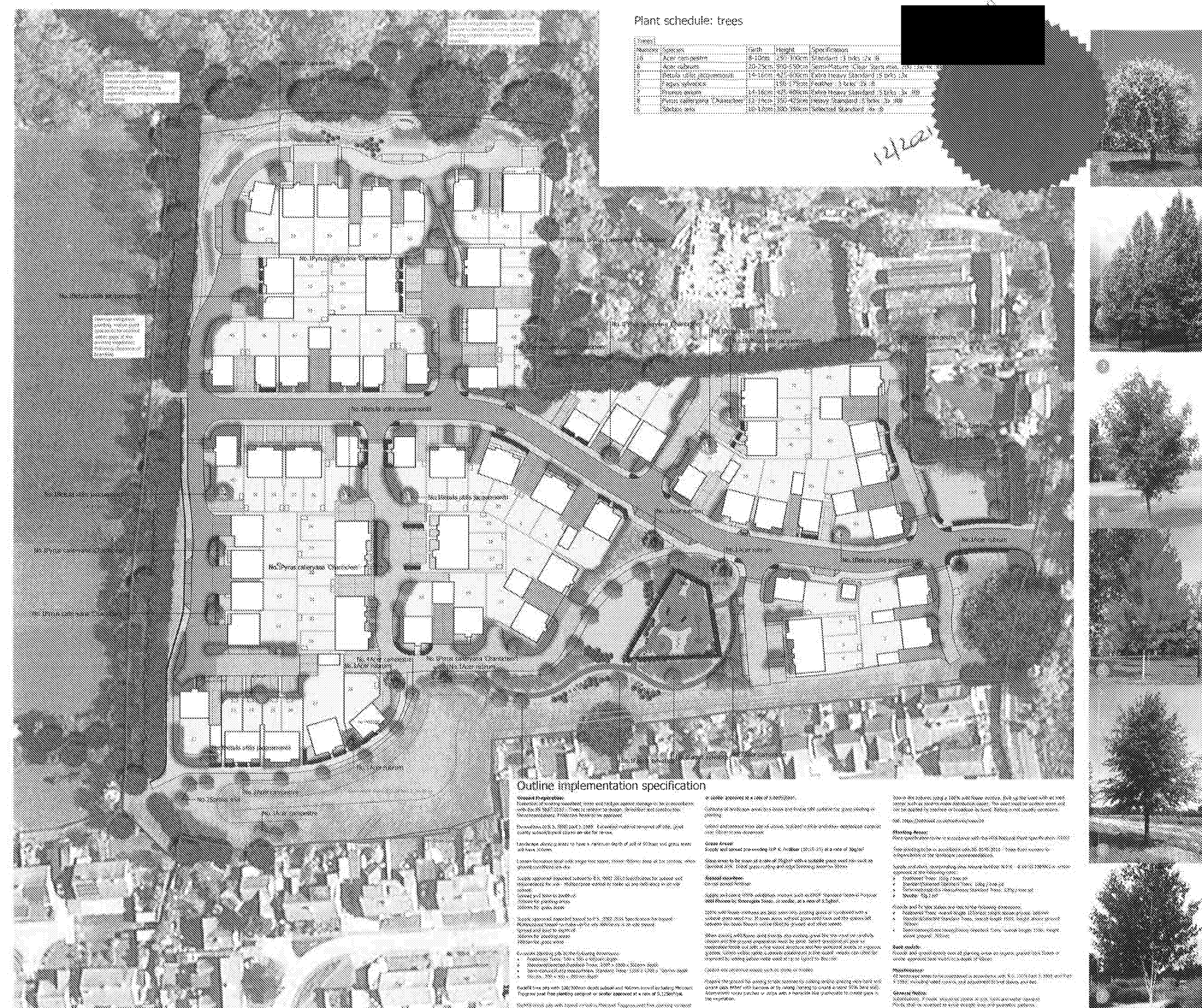
12/2021



|                                                                                                                                                                         |                                                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|
| <p>PROJECT: DAPPER'S LANE ANGMERING LITTLEHAMPTON</p> <p>DATE: 28.07.20</p> <p>BY: [Signature]</p> <p>FOR: [Signature]</p>                                              |                                                                    |
| <p><b>PERSIMMON</b></p> <p>Together, we make a home</p> <p>Persimmon Homes (Angmering) Limited</p> <p>Angmering, Littlehampton, Sussex BN15 2JY</p> <p>01323 820000</p> |                                                                    |
| <p><b>Dapper's Lane</b></p> <p>Angmering</p> <p>Littlehampton</p>                                                                                                       | <p>Rev: 2019</p> <p>Scale: 1:500 @A1</p> <p>Project: A77-PL-05</p> |
| <p><b>Tenure Plan</b></p>                                                                                                                                               |                                                                    |
| <p>Drawn by: [Signature]</p> <p>Checked by: [Signature]</p>                                                                                                             | <p>Author: YW</p> <p>Checker: ME</p> <p>Rev: 8</p>                 |

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## PLAN 5



Plant schedule: trees

| No. | Species                    | Girth   | Height    | Specification                           |
|-----|----------------------------|---------|-----------|-----------------------------------------|
| 1   | Acer rubrum                | 8-10cm  | 2.5-3.0m  | Standard 13 bbs 12x 18                  |
| 2   | Acer rubrum                | 20-25cm | 9.0-10.0m | Semi-Mature 1 Clear Stem min. 100-120cm |
| 3   | Betula utilis jacquemontii | 14-16cm | 4.5-5.0m  | Extra heavy Standard 15 bbs 12x 18      |
| 4   | Fagus sylvatica            | 10-12cm | 3.0-3.5m  | Feather 13 bbs 12x 18                   |
| 5   | Pyrus caryocarpus          | 14-16cm | 4.5-5.0m  | Extra Heavy Standard 15 bbs 12x 18      |
| 6   | Pyrus caryocarpus          | 12-14cm | 3.0-3.5m  | Heavy Standard 15 bbs 12x 18            |
| 7   | Sorbus aria                | 10-12cm | 3.0-3.5m  | Selected Standard 15 bbs                |

12/2021

Dapper's Lane

Landscaping strategy

Key

- Small tree (Acer rubrum)
- Medium sized tree (Acer rubrum)
- Large sized tree (Acer rubrum)
- Medium sized tree (Betula utilis jacquemontii)
- Shrub planting to include a mixture of evergreen and deciduous shrubs and plants with bold foliage.
- Hedge planting to provide structure within the site during the winter months.
- Climbing plants to cover flank walls and rear garden boundary fences where feasible.
- Domestic mitigation planting to northern and western edge of the courtyard. Areas to be planted within the gaps of the existing vegetation and planted with native species.
- Public open space
- Native shrub planting including holly, dogwood and holly.
- Hazel coppice areas: trees to be coppiced every 5 to 10 years in a rotation system to ensure that there are always stages of development.
- Grass area planted with flowering annuals to provide colour, texture and interest in the winter months and to provide biodiversity.

Outline implementation specification

**Shrub Planting:**  
Establishment of shrub planting to be completed by 31st March 2022. Shrubs to be planted in the gaps of the existing vegetation and planted with native species.

**Grass Area:**  
Grass area to be planted with a mix of grasses and sedges. The grass area to be planted with a mix of grasses and sedges. The grass area to be planted with a mix of grasses and sedges.

**Tree Planting:**  
Tree planting to be completed by 31st March 2022. Trees to be planted in the gaps of the existing vegetation and planted with native species.

**Public Open Space:**  
Public open space to be planted with a mix of grasses and sedges. The public open space to be planted with a mix of grasses and sedges. The public open space to be planted with a mix of grasses and sedges.

**Planting Areas:**  
Planting areas to be completed by 31st March 2022. Planting areas to be completed by 31st March 2022. Planting areas to be completed by 31st March 2022.

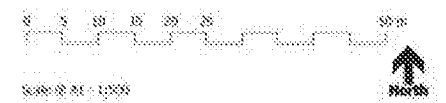
**Grass Area:**  
Grass area to be planted with a mix of grasses and sedges. The grass area to be planted with a mix of grasses and sedges. The grass area to be planted with a mix of grasses and sedges.

**Tree Planting:**  
Tree planting to be completed by 31st March 2022. Trees to be planted in the gaps of the existing vegetation and planted with native species.

**Public Open Space:**  
Public open space to be planted with a mix of grasses and sedges. The public open space to be planted with a mix of grasses and sedges. The public open space to be planted with a mix of grasses and sedges.

Northern POS including tree beds to provide separation between the POS and the road, and between the POS and the road.

- Permeable block paving: front access areas
- Non-permeable block paving: front access areas
- Paving slabs in private paths, front access



A109012 LA100-106[D].dwg 16 September 2020

5th Floor, Longcross Court, 47 Newport Road, Cardiff CF24 0AD  
Tel: +44 (0)29 2082 9200 Fax: +44 (0)29 2082 9201 Email: info@wyg.com Website: www.wyg.com

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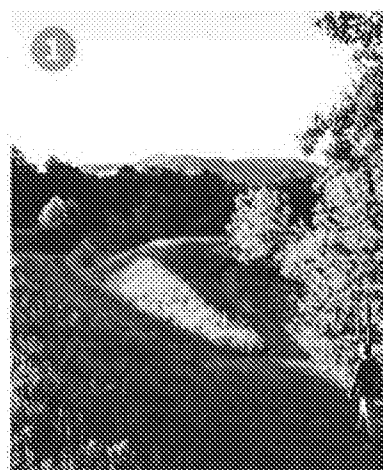
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PLAN 6

# Key

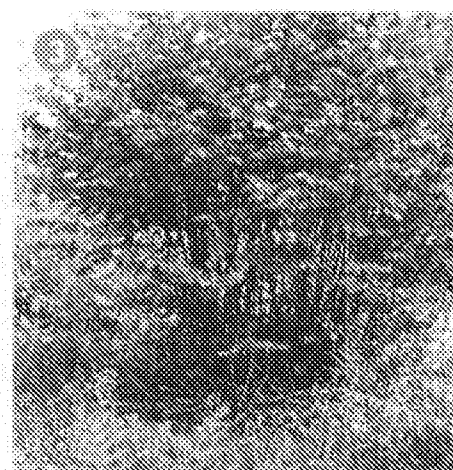
- Site boundary
- Existing tree
- Dormice mitigation planting
- Mown path
- Grass and wildflower meadow
- Hazel coppice
- Native shrub planting
- Low earth mound/bund
- Bench



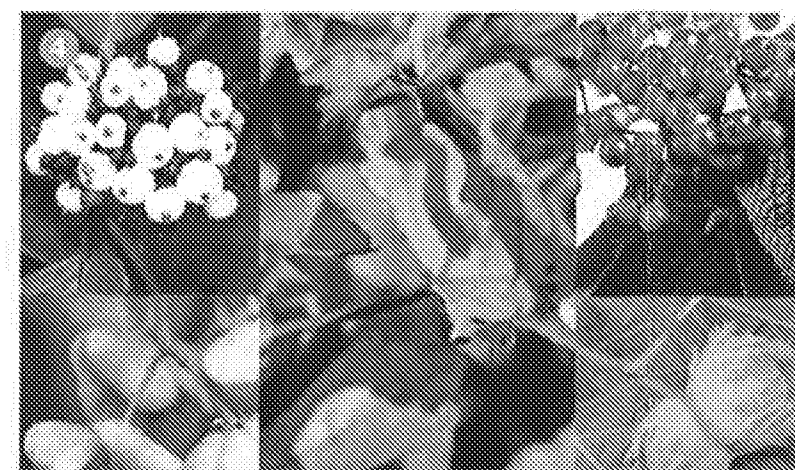
Low bunds along roadside to provide separation between POS and road



Bunds highlighted by wildflower planting



Hazel coppice



Native shrub planting areas

PERSIMMON



Dapper's Lane

Northern public open space

LA.104

Informal paths mown through areas of meadow grass



Scale: 1:200

12.5 m



A109012 LA100-106[D].dwg 16 September 2020

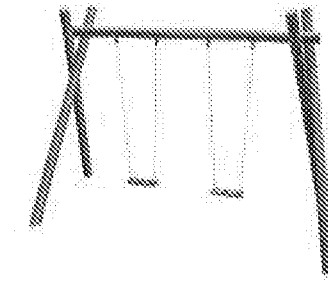
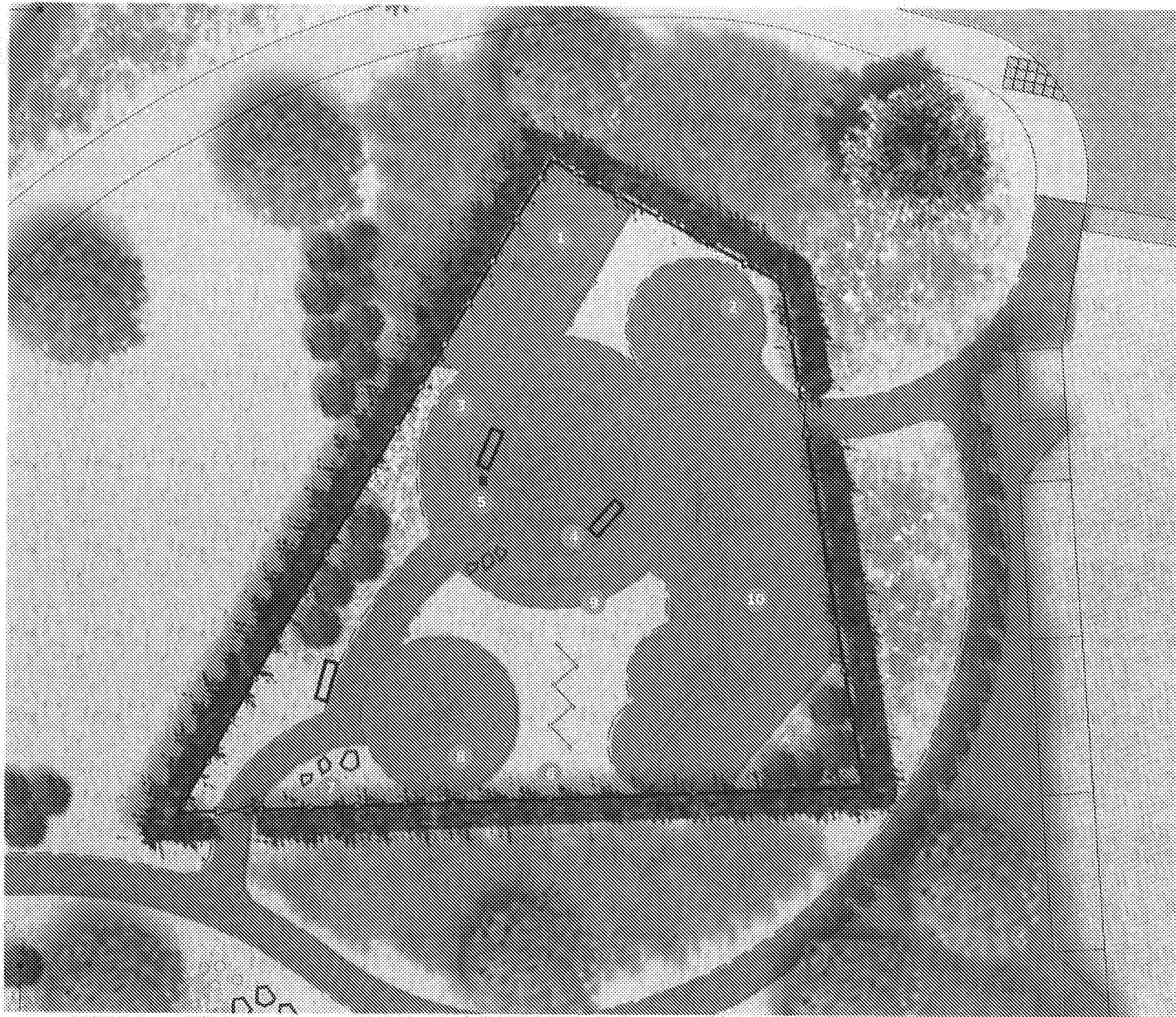
5th Floor, Longcross Court, 47 Newport Road, Cardiff CF24 6AU  
 ☎ +44 (0)29 2062 9200 ✉ cardiff@wyg.com 🌐 www.wyg.com  
 © Street copyright and database rights 2020 Ordnance Survey 1000121875.  
 © WYG Environmental Planning Transport Limited 2020. Registered in England Number 3150297

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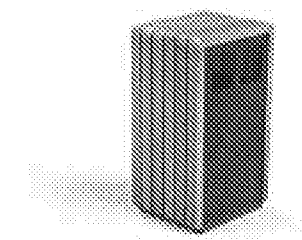
PLAN 7



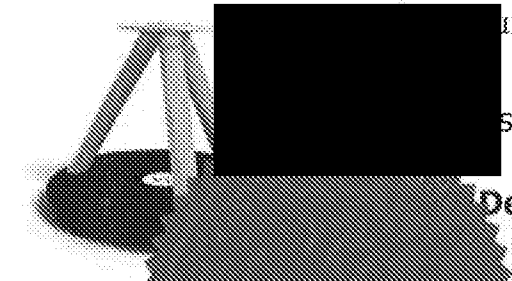
1 Double Swing



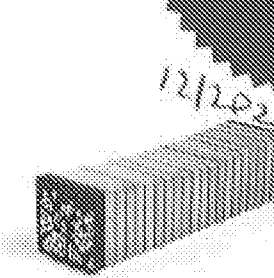
4 Jumping blocks



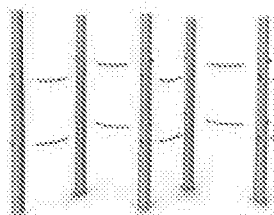
3 Waste/recycling bin



2 Revolving play



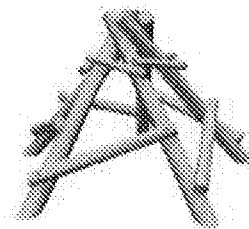
5 Bench



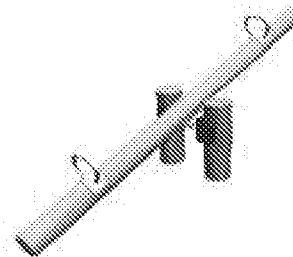
6 Labyrinth climber



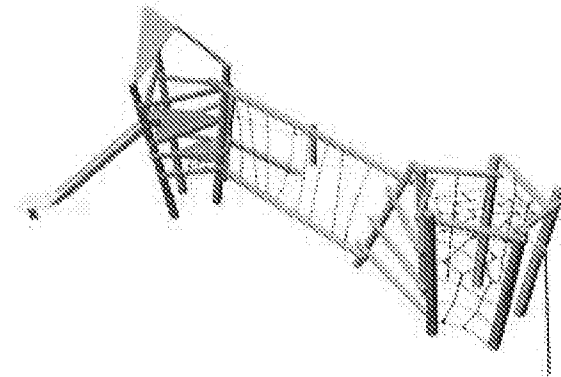
7 Play boulders



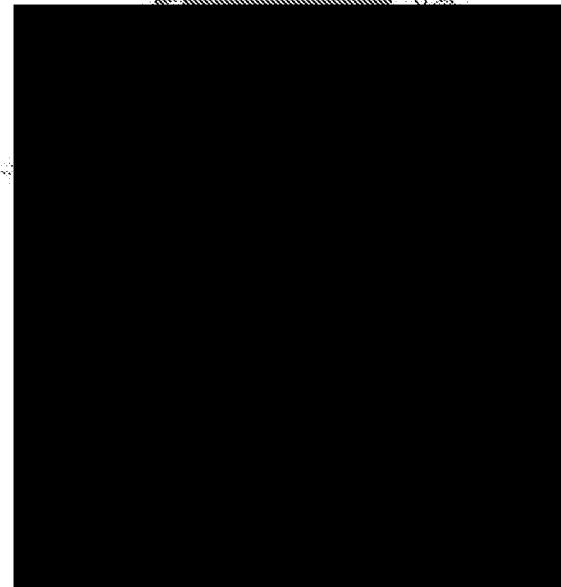
8 Climbing pyramid



9 2 person see-saw



10 Climbing unit



-  Proposed spray and ship footpath
-  Proposed boulders
-  Proposed bench
-  Proposed timber play equipment (Miracle Design and Play Ltd/ Jupiter Play or equivalent)
-  Proposed amenity grass
-  Proposed hazel coppice planting
-  Proposed bow top fence with self closing gate
-  Proposed hedge

Scale @ A1 - 1:100



A109012 LA100-106[D].dwg 16 September 2020

5th Floor, Longcross Court, 47 Newport Road, Cardiff CF24 0AD  
 Tel: +44 (0)29 2082 9200 Email: cardiff@wyg.com Website: www.wyg.com  
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**PLAN 8**



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PLAN 9



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## APPENDIX 4

### Commencement Notice

Pursuant to Clause [INSERT REFERENCE] in the Agreement Described Below

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

Dated: this \_\_\_\_\_ day of \_\_\_\_\_ 20

Signed: \_\_\_\_\_

On Behalf of: \_\_\_\_\_

To: (1) Group Head of Planning, Arun District Council, The Civic Centre, Maltravers Road, Littlehampton BN17 5LF (DX:57406 Littlehampton);

(2) Monitoring and Records Team, Strategic Planning Division of County Hall, Chichester PO19 1RQ

From:

Development At:

Nature of Development:

Planning Permission Date & Reference:

Planning Obligation Date & Parties:

Start Date:

## APPENDIX 5

### Payment Notice

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

Dated: this \_\_\_\_\_ day of \_\_\_\_\_ 20

Please answer all the questions:

1. Payment to be made by / on behalf of \_\_\_\_\_
2. Land at \_\_\_\_\_
3. Agreement dated \_\_\_\_\_
4. Planning application reference number (where applicable) \_\_\_\_\_
5. Obligation in Agreement:

|     |                                        |  |
|-----|----------------------------------------|--|
| (a) | clause no.                             |  |
| (b) | contribution towards                   |  |
| (c) | amount of<br>contribution due          |  |
| (d) | Date upon which<br>contribution is due |  |
| (e) | amount of<br>contribution enclosed     |  |
| (f) | amount of monitoring<br>sum            |  |

**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 presence of:

\_\_\_\_\_  
Aut  
Na

Job title *SOLICITOR*  
Seal Book Number

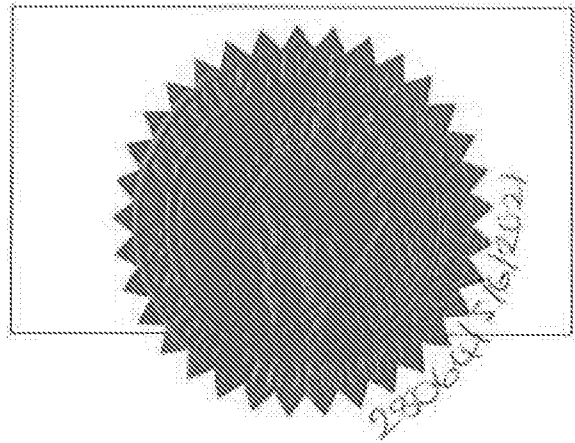
*12/2021*

\_\_\_\_\_  
Authorised signatory



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

\_\_\_\_\_  
Authorised signatory



EXECUTED as a DEED by CHARLES  
CHURCH DEVELOPMENTS LIMITED acting by  
two Attorneys

Authorised Attorney signature

Authorised Attorney name

IN THE PRESENCE OF

Witness signature

Witness name L.J. JACKSON

Witness occupation PLANNING MANAGER

Witness address PERSIMMONS HOUSE  
KNOLL ROAD  
CAMBERLEY  
GU15 3TD

Authorised Attorney signature

Authorised Attorney name

IN THE PRESENCE OF

Witness signature

Witness name L.J. JACKSON

Witness occupation PERSI PLANNING MANAGER

Witness address PERSIMMONS HOUSE  
KNOLL ROAD  
CAMBERLEY  
GU15 3TD