

DATED

7th March

2019

ARUN DISTRICT COUNCIL

and

WEST SUSSEX COUNTY COUNCIL

and

SARAH KATHARINE PRESSLEY and JAMES WILLIAM PRESSLEY

and

CLEMENT CHARLES FITZROY SOMERSET

and

STUART WILLIAMS and JULIA MARY WILLIAMS

and

RYDON HOMES LIMITED

PLANNING OBLIGATION AGREEMENT

Relating to

Land South of Water Lane, Angmering, West Sussex
Ref: A/99/17/OUT

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

DEED OF AGREEMENT

DATED:

7th day of March

2019

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")
- (3) **SARAH KATHARINE PRESSLEY and JAMES WILLIAM PRESSLEY** of 20 Amberley Drive, Goring-by-Sea, West Sussex, BN12 4QG ("Owner 1")
- (4) **CLEMENT CHARLES FITZROY SOMERSET** of Tudor Barn, The Street, Clapham, Worthing, BN13 3UU ("Owner 2")
- (5) **STUART WILLIAMS and JULIA MARY WILLIAMS** of Meadow End, The Avenals, Angmering, Littlehampton, West Sussex, BN16 4AN ("Owner 3") and
- (6) **RYDON HOMES LIMITED** incorporated and registered in England and Wales with company number (04773137) whose registered office is at Rydon House, Station Road, Forest Row, East Sussex, RH18 5DW ("the Developer").

RECITALS

A Definitions

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

B Interests in the Site

- B.1 Owner 1 is the freehold owner of the First Property as set out in Schedule 2
- B.2 By an Option Agreement dated 23 June 2014 made between Sarah Katharine Pressley and James William Pressley (1) and the Developer (2) the Developer has the benefit of an option to purchase the First Property.
- B.3 Owner 2 is the freehold owner of the Second Property as set out in Schedule 2

B.4 By an Option Agreement dated 26 June 2015 made between Clement Charles Fitzroy Somerset (1) and the Developer (2) the Developer has the benefit of an option to purchase the Second Property

B.5 Owner 3 is the freehold owner of the Third Property as set out in Schedule 2

B.6 By an Option Agreement dated 9 June 2017 made between Stuart Williams and Julia Mary Williams (1) and the Developer (2) the Developer has the benefit of an option to purchase the Third Property

C The District Council and County Council

C.1 The District Council is the local planning authority for the purposes of section 106 of the 1990 Act for the area in which the Land is situated, the local authority responsible for provision of Affordable Housing, the local authority responsible for leisure provision and acts as agent for the Sussex Police and Crime Commissioner and the National Health Service in the collection of contributions due to them under this Agreement.

C.2 The County Council is a planning authority for the purposes of section 106 of the 1990 Act and is the highway authority for the purposes of the Highways Act 1980, the education authority and is the authority responsible for the provision of library services for the area in which the Land is situated

D Planning

D.1 The Developer on 22 May 2017 submitted the Application to the District Council.

D.2 At a meeting of the District Council's Development Control Committee held on 14th November 2018 it was resolved that planning permission for the Development should be granted subject to the completion of this Agreement.

D.3 The parties to this Agreement have given due consideration to the requirements of Regulation 122 of the CIL Regulations 2010 and agree that the planning obligations contained in this Agreement are:

1.1 necessary to make the Development acceptable in planning terms;

1.2 directly and fairly related to the Development; and

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

OPERATIVE PROVISIONS

1 Operative Powers

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

2 Interpretation

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

2.1.1	1990 Act	means the Town and Country Planning Act 1990 (as amended).
2.1.2	Affordable Housing	means any form of housing identified within legislation the National Planning Policy Framework or a Ministerial Statement as meeting the requirements of affordable housing planning obligation under section 106 of the Act (or any successor legislation) or the provision of which would make such a planning obligation unnecessary and may include but is not limited to: • social rented housing • affordable rented housing • shared ownership housing • intermediate housing (including intermediate rent, shared equity and low cost homes for sale)
2.1.3	Affordable Housing Master Plan	means a plan to be submitted to and agreed with the District Council before Commencement of Development which details the strategy for the delivery of the Affordable Housing Units and which shall require at least 30% of the Housing Units to be provided as Affordable Housing Units of which 50% shall be Rented Units and 50% shall be Intermediate Units (or such other proportions as may be agreed with the District Council)
2.1.4	Affordable Housing Units	means the Affordable Housing Units

		identified on the Affordable Housing Master Plan to be made available as Rented Units or Intermediate Units.
2.1.5	All Requisite Consents	means all requisite consents, orders, agreements, authorisations licences and permissions required to implement the Highway Works Scheme and includes a Section 278/38 Agreement pursuant to Highways Act 1980
2.1.6	Angmering North	means the development at Land North of Water Lane Angmering under reference A/40/18/OUT shown edged blue on Plan 3
2.1.7	Application	means the planning application submitted by the Developer to the District Council for planning permission for the Development and bearing reference number A/99/17/OUT and being described in full as Outline application with some matters reserved (Access only) for development up to 175 No. residential dwellings, public open space, play areas with associated infrastructure including roads, drainage & landscaping. This application affects the character & appearance of Angmering Conservation Area & the setting of Listed Buildings.
2.1.8	BCIS Index	means the All-In Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or (if such index is at the relevant time no longer published) such other comparable index or basis for indexation as the County Council may specify.
2.1.9	BMX Contribution	means a financial contribution of Seventy Thousand Pounds (£70,000) to re-locate the existing BMX track on the parcel of land owned by Angmering Parish Council immediately west of

		Mayflower Park.
2.1.10	CIL Regulations	means the Community Infrastructure Levy Regulations 2010 (SI 2010/948) as amended.
2.1.11	Commencement	means the carrying out on the Land of a material operation as defined in section 56(4) of the 1990 Act pursuant to the Permission but not otherwise save that for the purpose of this definition the carrying out of any works of site clearance ground investigation and site survey works construction of boundary fencing or hoardings construction of temporary accesses and/or highway works archaeological investigation site decontamination or remediation works shall not be deemed to be the carrying out of a material operation and "Commence and "Commenced" shall be construed accordingly.
2.1.12	County Council Contributions	means the Library Contribution, the Primary Education Contribution, the Secondary Education Contribution, the Sixth Form Education Contribution the Nursery Education Contribution and the Fire and Rescue Infrastructure Contribution as referred to in Schedule 5.
2.1.13	Development	means development of the Land for residential development comprising residential development of up to 175 residential dwellings, public open space, play areas with associated infrastructure including roads, drainage and landscaping.
2.1.14	District	means the district of Arun.
2.1.15	District Council Contributions	means the Health Care Contribution, the Sport and Leisure Contribution, the MUGA Contribution, the BMX Contribution, the Skateboard Contribution, the Open Space Contribution, the Palmer Road

		Contribution the Flood Alleviation Measures Contribution and the Police Contribution as referred to in Schedule 3.																	
2.1.16	Expert	means an independent expert appointed in accordance with clause 10 to determine disputes in connection with this Agreement																	
2.1.17	Fire and Rescue Infrastructure Contribution	means a financial contribution to be used towards the re-development of Littlehampton Fire Station payable in accordance with paragraph 2 of Schedule 5 to this Agreement and to be calculated in accordance with the following formula:- $Y \times Z$ where Y = The estimated adjusted increase in population generated by the development, calculated by reference to the total number of Housing Units, less any allowance for Affordable Housing Units (which for Arun District is 100% for social rented units) as approved by an approval of reserved matters planning permission subsequent to the Planning Permission. Using the latest published occupancy rates from census statistics published by the Office for National Statistics with the current occupancy rates given as a guideline: <table> <tr> <th rowspan="2">Dwelling Size</th><th colspan="2">Occupancy</th></tr> <tr> <th>House</th><th>Flat</th></tr> <tr> <td>1 bed</td><td>1.5</td><td>1.3</td></tr> <tr> <td>2 bed</td><td>1.9</td><td>1.9</td></tr> <tr> <td>3 bed</td><td>2.5</td><td>2.4</td></tr> <tr> <td>4+ bed</td><td>3.0</td><td>2.8</td></tr> </table> Z = the estimated costs of providing additional Fire and Rescue Infrastructure per head in the Southern Service Division of West Sussex at the	Dwelling Size	Occupancy		House	Flat	1 bed	1.5	1.3	2 bed	1.9	1.9	3 bed	2.5	2.4	4+ bed	3.0	2.8
Dwelling Size	Occupancy																		
	House	Flat																	
1 bed	1.5	1.3																	
2 bed	1.9	1.9																	
3 bed	2.5	2.4																	
4+ bed	3.0	2.8																	

		time of payment (which for information for 2018/19 is £15).
2.1.18	"Flood Alleviation Measures Contribution"	means a financial contribution of Thirteen Thousand Six Hundred and Fifty Pounds (£13,650.00) payable to the District Council in accordance with paragraph 9 of Schedule 3 towards the Angmering Flood Risk Management Project to deliver sustainable water management for the Black Ditch catchment through Angmering.
2.1.19	Green Infrastructure Space	means an area (or areas) within the Land substantially in the areas shown as greenspace detailed on Plan 2 (illustrative masterplan Drawing 1911/P03 REV L) comprising general public open space including LEAPs, LAPs, informal open space, pedestrian and cycle links and SuDS attenuation area.
2.1.20	Green Infrastructure Space Specification	means a detailed specification (including for the avoidance of doubt the location of the Green Infrastructure Space within the Land) to include the provision of 6 No (six) LAPs and 1 No.(one) LEAP, informal open space, a central village green, a central north/south pedestrian and cycle link as shown on plan reference ITB9105-GA-108 Rev E and SuDS attenuation basins. A phasing programme for the delivery for the Green Infrastructure Space Works to be agreed in writing between the District Council and the Owner in accordance with Schedule 4.
2.1.21	Green Infrastructure Space Works	means works for the creation of the Green Infrastructure Space to be undertaken by the Owner in accordance with Schedule 4 of this Agreement.
2.1.22	Health Care Contribution	means the sum of One Hundred and Eighty Seven Thousand One Hundred and Ninety Four Pounds (£187,194.00)

		payable towards the provision of specific on the day appointments for medical care for Angmering residents.
2.1.23	Highway Drawing	means the drawings showing the Highway Works being marked ITB9105-GA-021B, ITB9105-GA-023 and ITB9105-GA-026A attached to this Agreement as Appendix 4, Appendix 5 and Appendix 6 respectively.
2.1.24	Highway Works	means provision of the following on the existing public highway: 1) Signal improvement to the A280/Water Lane junction as shown indicatively on Highway Drawing ITB9105-GA-021B ("HW1") 2) Widening the approach to the A27/A280/Titnore Lane roundabout as shown indicatively on Highway Drawing ITB9105-GA-023 ("HW2") 3) Improvements to the Weavers Hill bus stop as shown indicatively on Highway Drawing ITB9105-GA-026A ("HW3") and delivered in accordance with a Highway Works Scheme.
2.1.25	Highway Works Scheme	means a scheme in respect of the Highway Works and delivered in accordance with Schedule 6.
2.1.26	Homebuy Agent	means the Registered Provider appointed by Homes England to administer shared ownership applicants and schemes across the County of West Sussex.
2.1.27	Homes England	means the body created pursuant to the Housing and Regeneration Act 2008 exercising (in England) the functions of affordable housing and includes any successor body exercising a similar function.

2.1.28	Housing Unit(s)	means any housing unit to be erected on the Land pursuant to the Permission including for the avoidance of doubt any flats or apartments and "Housing Units" shall be construed accordingly.
2.1.29	HW1 Commuted Sum	means the sum of Three Hundred and Ninety Nine Thousand Seven Hundred and Twenty Six Pounds and Seventy Five Pence (£399,726.75) towards an alternative scheme of improvement to the A280/Water Lane junction to mitigate the impact of the Development if development at Angmering North has received planning permission or alternatively to improvements to the A259 and other highways in the vicinity of the Land and payable in accordance with para 2 of Part 4 of Schedule 6 to this Agreement.
2.1.30	Intermediate Units	means Affordable Housing Units made available for sale and rent provided at a cost above social rent but below open market levels and includes shared equity (shared ownership and equity loans) other low cost homes and intermediate rent but does not include Rented Units.
2.1.31	Interest	means interest at 4% above the base lending rate of the District Council's main bank at the time when the sums become due.
2.1.32	Land	means all that land against which this Agreement may be enforced described in Schedule 1 and shown for identification purposes only edged red on Plan 1.
2.1.33	LAP	means a local area of play 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.

2.1.34	LEAP	means a local equipped area of play designed in general conformity with the Play England's Design for Play guide, Guidance for Outdoor Sport and Play 2015 (Fields in Trust) and current best practice and which is intended for children of early school age and should be located close to people's homes. 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 <i>OR play equipment that will provide at least an equivalent variation of play experiences.</i>
2.1.35	LEMP	means the landscape and ecological management plan for the Green Infrastructure Space incorporating the Green Infrastructure Space Specification to be submitted to and approved by the District Council in accordance with the provisions of Schedule 4.
2.1.36	Library Contribution	means a financial contribution of Thirty Two Thousand Eight Hundred and Twelve Pounds and Fifty Pence (£32,812.50) to be used towards the development and enhancement of existing services at Angmering Library and payable in accordance with paragraph 1 of Schedule 5 to this Agreement.
2.1.37	Management Company	means a management company

		incorporated for the purpose of collecting an income and/or maintenance fees or similar from the owners of the Housing Units or such other organisation as may be approved in writing by the District Council such approval not to be unreasonably withheld or delayed.
2.1.38	Market Dwellings	any Housing Unit which is not an Affordable Housing Unit.
2.1.39	Mortgagee	means a mortgagee or chargee or security trustee or any receiver (including any administrative receiver or receiver) of the Owner or a Registered Provider or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver.
2.1.40	Multi-Use Games Area	means an enclosed fenced area with a hard surface (36.60m x 21.35m in accordance with Sport England guidelines) for a variety of informal games and the term "MUGA" shall be construed accordingly.
2.1.41	MUGA Contribution	means a sum of Thirty-Five Thousand Pounds (£35,000.00) (or the sum which represents £200 per Housing Unit) as a contribution towards the erection of fencing or the like at the Palmer Road Recreation Ground.
2.1.42	Nursery Education Contribution	means a financial contribution of Two Hundred and Forty Nine Thousand Three Hundred and Seventy Five Pounds (£249,375.00) to be used towards a new early years facility serving Angmering based on the

		provision of 175 dwellings and payable in accordance with paragraph 6 of Schedule 5 to this Agreement.
2.1.43	Occupation	means beneficial occupation of Housing Units or other parts of the Development other than occupation for the purposes of construction fitting out security marketing or repair and 'Occupied' shall be construed accordingly.
2.1.44	Open Space Contribution	means a financial contribution of ten thousand pounds (£10,000.00) towards the relocation of the existing Adult Fitness Equipment on the parcel of land to the owned by Angmering Parish Council immediately west of Mayflower Park.
2.1.45	Owner	means any or all of Owner 1, Owner 2 or Owner 3 as the context admits.
2.1.46	Palmer Road Contribution	means a financial contribution of Forty Seven Thousand Eight Hundred and Thirty Three Pounds (£47,833.00) towards the Palmer Road, Recreation Ground, specifically to improve the quality of the sports pitches to alleviate overplay through improved maintenance and drainage works; and re-configure the pitches to better accommodate youth 11v11 users.
2.1.47	Permission	means planning permission for the Development pursuant to the Application and shall include any amendment to the Development whether granted pursuant to section 73 of the 1990 Act or otherwise.
2.1.48	Plan 1	means the Location Plan attached to this Agreement as Appendix 1.
2.1.49	Plan 2	means the Plan attached to this Agreement as Appendix 2.
2.1.50	Plan 3	means the plan marked 'Angmering North Plan' attached to this Agreement

		as Appendix 3.
2.1.51	Police Contribution	the sum of £22,709.91 comprising :- £2,239.81 as a maximum of 1 of 5 pooled payments towards the costs of an additional officer to work in the Angmering Neighbourhood Policing Team. £312.90 as a maximum of 1 of 5 pooled payments towards the cost of 1 additional support staff member to be based at Littlehampton Police station. £14,562.45 (£1,350 x 16.1 x 0.67).towards the cost of adapting/convertng space in Bognor Regis police Station to form the new Arun Neighbourhood Response Team (NRT) office. £5,594.75 as 1 of 5 pooled payments towards the purchase of an additional vehicle for use by the Angmering Neighbourhood Policing Team.
2.1.52	Primary Education Contribution	means a financial contribution of eight hundred and eighty-three thousand four hundred pounds (£883,400.00) to be used towards the provision of a new primary school serving Angmering based on the provision of 175 dwellings accommodated on 2 hectares of land provided by Angmering Parish Council at Mayflower Park and the site immediately north of Mayflower Park (i.e. Bramley Green).
2.1.53	Reasonable Endeavours	means those reasonable steps which a prudent and determined person or company acting in his or its best interests and anxious to achieve the stated objective would take (save where the Agreement otherwise indicates).

2.1.54	Registered Provider	means either: (i) A provider who is on the Arun District Council list of Approved Registered Providers (attached as Appendix 7 to this Agreement; or (ii) a provider specifically approved by the District Council for the purpose of this Agreement.
2.1.55	Rented Units	means Affordable Housing Units that will be let at a rent which will be no higher than 80% of the open market rent paid in the District for the unit type such rent to be in accordance with guidance issued by Homes England and the National Planning Policy Framework.
2.1.56	Reserved Matters Application	means an application under the 1990 Act for approval of reserved matters reserved under the Planning Permission for subsequent approval.
2.1.57	RPI Index	means the Retail Prices (All Items) Index as published by the Office for National Statistics or (if such index is at the relevant time no longer published) such other comparable index or basis for indexation as the District Council may specify
2.1.58	Secondary Education Contribution	means a financial contribution of £769,300.00 (Seven Hundred and Sixty-Nine Thousand Three Hundred Pounds) to be used towards phase 1 of a new secondary school serving Arun or towards the expansion of the Angmering School should the new school not proceed.
2.1.59	Secretary of State	means the Secretary of State for Housing, Communities and Local Government or other minister or other authority for the time being having or entitled to exercise the powers conferred on the Secretary of State for

		Housing, Communities and Local Government by the 1990 Act.																	
2.1.60	Skateboard Contribution	means a financial contribution of one hundred and twenty thousand pounds (£120,000.00) to re-locate the existing Skate park on the parcel of land owned by Angmering Parish Council immediately west of Mayflower Park.																	
2.1.61	Sixth Form Education Contribution	means a financial contribution to be used towards expansion at The Angmering School Sixth Form payable in accordance with paragraph 5 of Schedule 5 to this Agreement to be calculated in accordance with the following formula:- DfE Figure x ACP = Sixth Form Education Contribution Where ACP (Additional Child Product) = the estimated additional number of school age children likely to be generated by the Development calculated by reference to the total number of Housing Units, less any allowance for Affordable Housing Units (which for Arun District is 100% for social rented units), as approved by a subsequent Reserved Matters Application. The current occupancy rates are given as a guideline: <table> <tr> <th rowspan="2">Dwelling Size</th><th colspan="2">Occupancy</th></tr> <tr> <th>House</th><th>Flat</th></tr> <tr> <td>1 bed</td><td>1.5</td><td>1.3</td></tr> <tr> <td>2 bed</td><td>1.9</td><td>1.9</td></tr> <tr> <td>3 bed</td><td>2.5</td><td>2.4</td></tr> <tr> <td>4+ bed</td><td>3.0</td><td>2.8</td></tr> </table> Using the latest published occupancy rates from census statistics published by the Office for National Statistics to determine an overall population increase the following factors are applied. According to 2001 census	Dwelling Size	Occupancy		House	Flat	1 bed	1.5	1.3	2 bed	1.9	1.9	3 bed	2.5	2.4	4+ bed	3.0	2.8
Dwelling Size	Occupancy																		
	House	Flat																	
1 bed	1.5	1.3																	
2 bed	1.9	1.9																	
3 bed	2.5	2.4																	
4+ bed	3.0	2.8																	

		data, there are 14 persons per 1000 population in each school year group for houses and 5 persons per 1000 population in each school year group for flats. There are 7 year groups for primary (years R to 6) and 5 for secondary (years 7 to 11). For Sixth Form, a factor of 0.54 is applied to the Child Product figure as this is the average percentage of year 11 school leavers who continue into Sixth Form colleges in West Sussex. DfE Figure = Department for Education (DfE) school building costs per pupil place (for pupils aged 4 to 16 years) as adjusted for the West Sussex area applicable at the date when the Sixth Form Education Contribution is paid which is £29,283.00 for Sixth Form Education.
2.1.62	Specified Date	means the date upon which an obligation arising under this Agreement is due to be performed.
2.1.63	Sport and Leisure Contribution	Means the financial contribution of £44,675.00 comprising:- £12,743.00 to increase the number of health & fitness stations and increase the gym changing facilities as part of the new larger leisure centre to be provide in Littlehampton. £20,336.00 to increase the level of swimming pool changing facilities and provide village change spaces as part of the new leisure centre to be provided in Littlehampton. £11,596.00 towards the provision of a new full size 3G pitch surface and base layer at Palmer Road, to serve the East of the District.
2.1.64	Statutory Undertaker	means any public gas transporter water or sewerage undertaker electricity supplier or public telecommunications

		operator.
2.1.65	Working Day	means any day excluding Saturday or Sunday or any bank or public holiday or any day between Christmas Eve and New Year's Day which would otherwise be a Working Day.

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

3 Legal Effect

- 3.1 This Agreement is executed by the parties as a deed and will constitute a planning obligation for the purposes of section 106 of the 1990 Act to the extent that it shall bind the Owner and the Developer and their successors in title to each and every part of the Land.
- 3.2 This Agreement shall be enforceable by the District Council as to covenants in its favour and set out at Schedules 2, 3 and 4 and by the County Council as to covenants in its favour and set out at Schedules 5 and 6.

- 3.3 The Owner shall upon parting with the fee simple in any part of the Land be released from all obligations rights and duties under the terms of this Agreement insofar as they relate to such part of the Land (save in respect of liability for any antecedent breach of this Agreement) and shall upon parting with the entirety or any part of their interest in the Land be released from all liability whatsoever under the terms of this Agreement in respect of the Land disposed of save insofar as it relates to an antecedent breach of this Agreement.
- 3.4 This Agreement other than clause 4.2 (legal costs) and 9.1 (notice) shall not take effect until the following conditions precedent have been satisfied:
- 3.4.1 the Permission being granted; and
- 3.4.2 the Commencement of the Development.
- 3.5 Nothing in this Agreement shall be construed as prohibiting limiting or affecting any right to develop any part of the Land in accordance with a planning permission (other than the Permission) granted by the District Council or the Secretary of State on appeal or by reference to him after the date of this Agreement and for the avoidance of doubt any operations works or development in accordance with such a planning permission shall not constitute Commencement under the terms of this Agreement.
- 3.6 Each clause sub-clause paragraph schedule or plan shall be separate distinct and severable from each other to the extent only that if any clause sub-clause paragraph schedule or plan becomes or is invalid because of a change of circumstances or any other unforeseen reasons or if any one or more of such clause sub-clause paragraph schedule or plan shall be held by the courts to be void for any reason whatsoever but would be valid if severed or any wording was deleted or any time period reduced or scope of activities or area covered diminished then any modifications necessary to ensure such clause sub-clause paragraph schedule or plan be valid shall apply without prejudice to any other clause sub-clause paragraph schedule or plan contained therein.
- 3.7 Except insofar as legally or equitably permitted nothing contained within this Agreement shall fetter the District Council or the County Council in its future exercise of rights and powers under the 1990 Act Local Government Act 1972 or any other statutory power.
- 3.8 For the purposes of (inter alia) the Contracts (Rights of Third Parties) Act 1999 nothing in this Agreement is intended to confer any benefit upon or create rights in favour of any party other than the parties executing this Agreement and their respective successors in title.
- 3.9 Nothing in this Agreement shall be construed as imposing any obligation on any Statutory Undertaker who acquires an interest in the Land for the purpose of undertaking their statutory functions.
- 3.10 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Permission shall be quashed, revoked or otherwise withdrawn or

(without the consent of the Owner and the Developer) it is modified by any statutory procedure or expires before the Development is Commenced.

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

- (i) individual purchasers or lessees of any Housing Unit unless that individual purchaser or lessee Occupies in breach of schedule 2 save as otherwise provided in this Agreement; or
- (ii) any charge or mortgagee acquiring an interest in the Land after the date of this Agreement unless said charge or mortgagee becomes a charge or mortgagee in possession of the Land

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

- (i) a tenant or any occupant of an Affordable Housing Unit exercising a right to buy right to acquire or similar statutory right to purchase or who has staircased to 100% of the equity in the relevant Affordable Housing Unit
- (ii) any mortgagee of a tenant under a lease of an Affordable Housing Unit or any receiver appointed by such mortgagee or any person deriving title through any such mortgagee or receiver or
- (iii) Mortgagees of any Registered Provider or any receiver appointed by such mortgagee or any person deriving title through such mortgagee or receiver to the extent detailed in paragraph 9 of Schedule3 to this Agreement or
- (iv) The Registered Provider of the Affordable Housing Units other than the obligations contained in Schedule 3

3.13 All the obligations in this Agreement are conditional upon the District Council granting the Permission.

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 Schedules2, 3 and 4 to this Agreement.

4.2 The Developer covenants with the District Council to pay on completion of this Agreement the District Council's reasonable legal costs incurred in connection with the preparation and completion of this Agreement in the sum of £2000.00.

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 Developer covenants with the County Council to pay on completion of this Agreement the County Council's reasonable legal costs incurred in connection with the preparation and completion of this Agreement in the sum of £6,212.40.

4.5 The Developer confirms and agrees that the Land shall be bound by the terms of this Agreement but the Developer shall not be liable under the Agreement unless and until it becomes an Owner of the Land or any part thereof in which case it too will be bound.

5 The District Council Covenants

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

5.2 The District Council shall issue the Permission within 3 Working Days of the date of this Agreement.

6 The County Council Covenants

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

7 Land Charge

7.1 This Agreement is a local land charge and shall be registered as such by the District Council.

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

8 Interest and Indexation

8.1 Interest

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

8.2 District Council Indexation

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

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

where:

- A is the sum actually payable on the Specified Date
- B is the original sum mentioned in this Agreement
- C is the Retail Price Index for the quarter preceding the Specified Date
- D is the Retail Price Index for the quarter preceding the date of this Agreement
- $\frac{C}{D}$
- 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 undertaking.

8.3 County Council Indexation

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

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

where:

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

9 Notices and Service Provisions

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

- 9.3.2 for the Developer as specified above marked for the attention of the Design and Planning Director
- 9.3.3 for the District Council as specified above marked for the attention of the Group Head of Planning or any other officer notified to the parties by the Council in writing
- 9.3.4 for the County Council as specified above marked for the attention of the Monitoring and Records Team, Strategic Planning Division for the time being of the County Council

10 Dispute Resolution

- 10.1 Without prejudice to the rights of any Party to this Agreement to take immediate alternative action, where any matter the subject to this Agreement shall be in dispute the Parties may use their reasonable endeavours to resolve the same within 28 days of the dispute arising.
- 10.2 Failing the resolution of any such dispute disagreement or difference within 28 days of the same arising with the prior written consent of the Parties to this Agreement it may be referred for determination by an Expert who shall be agreed upon by the Parties but in default of such agreement within 28 days of such dispute arising such appointment shall be referred to the President for the time being of the RICS.
- 10.3 Any dispute disagreement or difference arising between the Parties with regard to their respective rights and obligations as to any matter or thing in any way arising out of or connected with this Agreement may be referred to the decision of the Expert.
- 10.4 The determination of the Expert (including any determination as to the responsibility for payment of his own costs and those of the Parties) shall be final and binding upon the Parties (except in the case of manifest error or fraud).
- 10.5 The terms of reference of the Expert shall include the following:
 - (a) the Expert shall call for representations from the Parties within 21 days of a reference to him under this Agreement and require the Parties to exchange representations within this period;
 - (b) the Expert shall allow the Parties 14 days from the expiry of the period referred to under clause 10.5(a) above to make counter representations;
 - (c) any representations or counter representations received out of time may be disregarded by the Expert;
 - (d) the Expert shall provide the Parties with a written decision within 28 days of the last date for receipt of counter representations and he shall be entitled to call for such independent expert advice as he shall think fit; and
 - (e) the Expert's costs and the costs of any independent expert advice called for by the Expert shall be included in his award.

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

11 Jurisdiction

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

12 Declarations

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

Schedule 1

Land Description

Owner 1 is the freehold owner of the Land under title number WSX77627 being Land on the east side of Weavers Hill, Angmering (First Property) and as shown on the filed plan of that title.

Owner 2 is the freehold owner of the Land under title number WSX387225 being Land on the east side of Avenals Farm, Water Lane, Angmering (Second Property) and as shown on the filed plan of that title.

Owner 3 is the freehold owner of the Land under title number WSX279007 being Meadow End, The Avenals, Angmering (Third Property) and as shown on the filed plan of that title.

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

Schedule 2

Affordable Housing Part 1

The Owner Covenants with the District Council:

1. Not to Commence Development until an Affordable Housing Master Plan has been submitted to and approved in writing by the Group Head of Residential Services or any other officer notified to the parties by the Council in writing.
2. To construct and provide the Affordable Housing Units in accordance with the Affordable Housing Master Plan.
3. Not to Occupy or to permit the Occupation of more than 40 of the Market Dwellings until the Affordable Housing Units are the subject of a binding contract for their construction in accordance with the Permission and the land on which the Affordable Housing Units are to be constructed is the subject of a binding contract that provides for the transfer of that land from the Owner to a Registered Provider.
4. Not to Occupy or to permit the Occupation of more than 61 of the Market Dwellings until the Affordable Housing Units have been constructed in accordance with the Permission and the land on which the Affordable Housing Units have been constructed has been transferred from the Owner to a Registered Provider and are ready for Occupation.
5. The Owner covenants:
 - 5.1 not to permit the Affordable Housing Units to be Occupied other than as Affordable Housing unless otherwise provided in this Agreement
 - 5.2 to ensure that the Rented Units are available for rental Occupation and allocated adopting the procedure set out in paragraph 6 below.
6. To procure that the Registered Provider grants nomination rights to the District Council in relation to the first Occupation of the Affordable Housing Units and nomination rights to 75% of all subsequent relets is substantially in the form of the Nomination Agreement annexed hereto PROVIDED that if the District Council do not accept such offer then the Registered Provider shall in seeking to allocate the Affordable Housing Units have regard as far as possible to the following criteria:
 - 6.1 any family association in the said administrative area in accordance with relevant housing allocation policies
 - 6.2 any period of ordinary residence in the said administrative area not immediately before the date on which any unit of accommodation becomes vacant
 - 6.3 any employment opportunity in the locality

6.4 any other connection with the locality

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

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

11. In the event that any Affordable Housing Unit is the subject of a legal charge or mortgage and there is a default under any legal charge or mortgage of the Affordable Housing Units then any Mortgagee shall be entitled to exercise its power of sale free from the restrictions set out in this Schedule provided that the Mortgagee shall first have followed the procedure set out below:
 - 11.1 The Mortgagee shall give written notice ("the Sale Notice") to the District Council of its intention to exercise its power of sale
 - 11.2 At the same time as giving the Sale Notice the Mortgagee shall make an offer ("the Offer") to sell the Affordable Housing Units to the District Council for an amount to be agreed or determined ("the Purchase Price")
 - 11.3 The District Council may notify the Mortgagee in writing within one month of the date of the Offer whether or not it wishes to accept the Offer (in the case of an acceptance such acceptance to be condition upon the Purchase Price being acceptable to the District Council)
 - 11.4 If the District Council shall notify the Mortgagee within the time specified in sub-paragraph 11.3 that it does not wish to accept the Offer, the District Council shall then have one month from the date upon which it notifies in writing its refusal of the Offer within which to arrange for the transfer of the Affordable Housing Units in consideration of the Purchase Price to be a Registered Provider
 - 11.5 If the District Council shall notify the Mortgagee within one month of the time specified within sub-paragraph 11.3 that it wishes to accept the offer or if within the time specified in sub-paragraph 11.4, the District Council gives written notice to the Mortgagee that arrangements can be made in accordance with sub-paragraph 11.4 then:
 - 11.5.1 the Mortgagee shall co-operate with the District Council to secure the transfer; and
 - 11.5.2 the District Council and the Mortgagee shall endeavour to agree the Purchase Price which shall represent the Open Market Value of the Affordable Housing Units but subject to all or any tenancies of the Affordable Housing Units as may be subsisting at the date of the Sale Notice and disregarding the provisions of paragraph 4 of this Schedule AND in default of such agreement the Purchase Price shall be determined on the same basis of valuation by an independent surveyor ("the Surveyor") experienced in valuing residential land and property who shall act as an expert and whose costs shall be borne by the District Council and the Mortgagee in equal shares and the Surveyor shall be appointed in default of agreement between the parties on the application of either part by or on behalf of the President for the time being of the Royal Institute of Chartered Surveyors (or successor organisation) and the Surveyor's determination shall be binding on both parties.

11.6 Subject to the provisions of sub-paragraph 11.7, the transfer to the District Council or the Registered Provider shall be completed within two months of the date the Purchase Price is agreed (or such other period as may be agreed between the Mortgagee and the District Council) or determined in accordance with sub-paragraph 11.5.2 ("the Completion Period")

11.7 If the Mortgagee does not wish to exercise its power of sale at any time after giving the Sale Notice or the Council does not wish to continue with the exercise of its power under the provisions of paragraph 6 that party shall give to the other not less than seven days' written notice of its intention to discontinue

11.8 If either:

11.8.1 the District Council fails to give notification to the Mortgagee within the time specified in sub-paragraph 11.3; or

11.8.2 having given notification of refusal of the Offer in accordance with sub-paragraph 11.3, the District Council fails to give notification to the Mortgagee within the time specified in sub-paragraph 11.3; or

11.8.3 the District Council having complied with the time periods specified in sub-paragraph 11.3 and (in the case of a refusal of the Offer) sub-paragraph 11.4, the transfer to either the District Council or to the Registered Provider shall not be completed within the Completion Period; or

11.8.4 the District Council shall serve notice of its intention to discontinue under sub-paragraph 11.7

then the Mortgagee shall be under no obligation to sell the Affordable Housing Units either to the District Council or to a Registered Provider and shall be entitled to exercise its powers of sale without any of the provisions of paragraph 4 of this Schedule being binding on the purchaser or purchasers of the Affordable Housing Units or any part thereof or any successor in title hereto.

11.9 The District Council shall in formulating or promoting any arrangements referred to in sub-paragraph 11.4, give consideration to protecting the interests of the Mortgagee in respect of monies outstanding under the charge or mortgage.

Part 2
Nomination Agreement Template

DATED 20

and
ARUN DISTRICT COUNCIL

DEED OF NOMINATION

for
) rented units
at
West Sussex
Ref:

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

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

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

1 DEFINITIONS

In this Deed:

- 1.1 "**Initial Let**" means the first tenancy of such newly constructed and previously unoccupied Rented Unit.
- 1.2 "**Nominee**" means a person named in the Nomination List who is specified by the Council as being suitable for taking a Tenancy Agreement of a Rented Unit.
- 1.3 "**Nomination List**" means the list to be supplied by the Council pursuant to clauses 3.3 and 3.10 (as may be updated from time to time in accordance with clause 3.16).
- 1.4 "**Property**" means the land at West Sussex shown edged red on the attached plan.
- 1.5 "**Rented Units**" mean 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 the Housing Corporation 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.

Voids

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

3.10.1 the RP shall serve a Void Notice in respect of the relevant vacant Rented Unit; and

3.10.2 within ten Working Days of receipt of the said notice the Council shall serve upon the RP the Nomination List setting out a list of Subsequent Nominees which shall contain the information referred to in clause 3.4.

- 3.11 The RP shall have the right to let the relevant vacant Rented Unit to a person of its own choosing in the event of the Council's failure to serve the Nomination List referred to in clause 3.10 within ten Working Days of receipt of the Void Notice.

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

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

Provision of information and alteration of lists

- 3.14 The RP shall give notification to the Council of the occurrence of the following events within five Working Days of their occurrence:

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

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

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

- 3.14.4 a person accepting an offer of a tenancy from the RP;
- 3.14.5 the RP rejecting a Nominee or Subsequent Nominee in accordance with clause 3.20.
- 3.15 In the event of a notice being served pursuant to clause 3.14 then the name of such Nominee or Subsequent Nominee shall be removed from the Nomination List.
- 3.16 Within ten Working Days of the Council receiving notice served in accordance with clause 3.14 above save for notice under 3.14.4 the Council shall serve upon the 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.

5 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 the Housing corporation under its statutory powers shall enter into a similar agreement mutatis mutandis with the Council.

6 MORTGAGEES IN POSSESSION

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

7 DISPUTES

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

8 COSTS

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

9 AGREEMENTS AND DECLARATIONS

The parties agree:

- 9.1 nothing in this deed fetters or restricts the exercise by the Council of any of its powers; and
- 9.2 the obligations contained in this Deed are covenants for the purpose of s33 of the Local Government (Miscellaneous Provisions) Act 1982.

EXECUTED as a DEED by

acting by:

Director
Director/Secretary

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

Schedule 3

District Council Contributions

1. Health Care Contribution

The Owner covenants with the District Council:-

- 1.1 To pay the Health Care Contribution to the District Council before the Occupation of the twenty fifth (25) Housing Unit to be Occupied.
- 1.2 Not allow, cause or permit the Occupation of any of the twenty fifth (25) Housing Unit until the Health Care Contribution has been paid to the District Council.
- 1.3 The District Council covenants not to use the Health Care Contribution other than by transferring it to the Sussex Coastal Clinical Commissioning Group for use towards the development of part of an Angmering site/development to cover residents that require a specific on the day appointment for medical care.

2. Police Contribution

The Owner covenants with the District Council:-

- 2.1 To pay the Police Contribution to the District Council before the Occupation of the seventy-fifth (75th) Housing Unit.
- 2.2 Not allow, cause or permit the Occupation of the seventy-fifth (75th) Housing Unit until the Police Contribution has been paid to the District Council.
- 2.3 The District Council covenants not to use the Police Contribution other than by transferring it to Sussex Police for use towards the provision of an additional officer to work in the Angmering Neighbourhood Policing Team; additional support staff to be based at Littlehampton Police Station; the cost of siting officers / staff at the re-provided Littlehampton Police Station and towards the purchase of an additional vehicle for use by the Angmering Neighbourhood Policing Team.

3. Sport and Leisure Contributions

The Owner covenants with the District Council:-

- 3.1 To pay the Sport and Leisure Contribution to the District Council before the Occupation of the twenty fifth (25th) Housing Unit to be Occupied.
- 3.2 Not to allow, cause or permit the Occupation of any of the twenty fifth (25th) Housing Unit until the Sport and Leisure Contribution has been paid to the District Council.

- 3.3 The District Council covenants not to use the Sport and Leisure Contribution other than to increase the number of health & fitness stations and increase the gym changing facilities as part of the new larger leisure centre to be provided in Littlehampton; to increase the level of swimming pool changing facility and provide village change spaces as part of the new leisure centre to be provided in Littlehampton; and towards the provision of new 3G pitch to serve the east of the district.

4. MUGA Contribution

The Owner covenants with the District Council:-

- 4.1 To pay the MUGA Contribution to the District Council before the Occupation of the 50th Market Dwelling to be Occupied.
- 4.2 Not to Occupy more than 50 of the Market Dwellings until the MUGA Contribution has been paid to the District Council.
- 4.3 The District Council covenants not to use the MUGA Contribution other than to contribute towards the erection of new fencing at the Palmer Road Recreation Ground.

5. BMX Contribution

The Owner covenants with the District Council:-

- 5.1 To pay the BMX Contribution to the District Council before the Occupation of the 50th Market Dwelling to be Occupied.
- 5.2 Not to Occupy more than 50 of the Market Dwellings until the BMX Contribution has been paid to the District Council.
- 5.3 The District Council covenants not to use the BMX Contribution other than to contribute towards the relocation of the existing BMX track on the parcel of land owned by Angmering Parish Council immediately west of Mayflower Park.

6. Skateboard Contribution

The Owner covenants with the District Council:-

- 6.1 To pay the Skateboard Contribution to the District Council before the Occupation of the 50th Market Dwelling to be Occupied.
- 6.2 Not to Occupy more than 50 of the Market Dwellings until the Skateboard Contribution has been paid to the District Council.
- 6.3 The District Council covenants not to use the Skateboard Contribution other than to contribute towards the relocation of the existing skate park on the parcel of land owned by Angmering Parish Council immediately west of Mayflower Park.

7. Open Space Contribution

The Owner covenants with the District Council:-

- 7.1 To pay the Open Space Contribution to the District Council before the Occupation of the 50th Market Dwelling to be Occupied.
- 7.2 Not to Occupy more than 50 of the Market Dwellings until the Open Space Contribution has been paid to the District Council.
- 7.3 The District Council covenants not to use the Open Space Contribution other than to contribute towards the relocation of the existing Adult Fitness Equipment on the parcel of land owned by Angmering Parish Council immediately west of Mayflower Park.

8. Palmer Road Contribution

The Owner covenants with the District Council:-

- 8.1 To pay the Palmer Road Contribution to the District Council before the Occupation of the 50th Market Dwelling to be Occupied.
- 8.2 Not to Occupy more than 50 of the Market Dwellings until the Palmer Road Contribution has been paid to the District Council.
- 8.3 The District Council covenants not to use the Palmer Road Contribution other than to contribute towards improvements at the Palmer Road Recreation Ground.

9. Flood Alleviation Measures Contribution

The Owner covenants with the District Council

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

10. Repayment of Financial Contributions

- 10.1 In respect of the payments made by the Owner to the District Council the District Council covenants with the Owner that if at the date ten years from the date of payment of the last instalment of any contribution under any of the preceding paragraphs any monies remain unspent (including any interest accrued) then the District Council shall return such monies to the party that made the payment plus accrued interest.

- 10.2 The District Council Contributions shall be deemed spent upon the District Council entering into a binding commitment to make payment to spend the relevant District Council Contribution for the purposes set out in clauses 1 to 9 of this Schedule.

Schedule 4

Green Infrastructure

1. Green Infrastructure Space

The Owner covenants with the District Council:-

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

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

Schedule 5

County Council Contributions

1. Library Contribution

The Owner covenants with the County Council:-

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

2. Fire and Rescue Infrastructure Contribution

The Owner covenants with the County Council:-

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

3. Primary Education Contribution

The Owner covenants with the County Council:-

- 3.1 To pay to the County Council twenty five per cent (25%) of the Primary Education Contribution prior to the Occupation of the first (1 No) Housing Unit.
- 3.2 Not to Occupy the first (1 No) Housing Unit unless and until twenty five per cent (25%) of the Primary Education Contribution has been paid to the County Council.
- 3.3 To pay to the County Council the remaining seventy-five percent (75%) of the Primary Education Contribution prior to the Occupation of the fiftieth (50 No) Housing Unit.
- 3.4 Not to Occupy the fifty first (51 No) Housing Unit unless and until the remaining seventy-five percent (75%) of the Primary Education Contribution has been paid to the County Council.
- 3.5 The County Council covenants not to use the Primary Education Contribution other than towards the provision of a new primary school serving Angmering.

4. Secondary Education Contribution

The Owner covenants with the County Council:-

- 4.1 To pay to the County Council twenty five per cent (25%) of the Secondary Education Contribution prior to the Occupation of the first (1 No) Housing Unit.
- 4.2 Not to Occupy the first (1 No) Housing Unit unless and until twenty five per cent (25%) of the Secondary Education Contribution has been paid to the County Council.
- 4.3 To pay to the County Council the remaining seventy five per cent (75%) of the Secondary Education Contribution prior to the Occupation of the fiftieth (50 No) Housing Unit.
- 4.4 Not to Occupy the fifty first (51 No) Housing Unit unless and until the remaining seventy five per cent (75%) of the Secondary Education Contribution has been paid to the County Council.
- 4.5 The County Council covenants not to use the Secondary Education Contribution other than towards Phase 1 of a new secondary school serving Arun or towards expansion of The Angmering School should the new secondary school serving Arun not progress.

5. Sixth Form Education Contribution

The Owner covenants with the County Council:-

- 5.1 To pay to the County Council twenty five per cent (25%) of the Sixth Form Education Contribution prior to the Occupation of the first (1 No) Housing Unit.
- 5.2 Not to Occupy the first (1 No) Housing Unit unless and until twenty five per cent (25%) of the Sixth Form Education Contribution has been paid to the County Council
- 5.3 To pay to the County Council the remaining seventy five per cent (75%) of the Sixth Form Education Contribution prior to the Occupation of the fiftieth (50 No) Housing Unit.
- 5.4 Not to Occupy the fifty and first (51 No) Housing Unit unless and until the remaining seventy five per cent (75%) of the Sixth Form Education Contribution has been paid to the County Council
- 5.5 The County Council covenants not to use the Sixth Form Education Contribution other than towards the expansion of the sixth form at The Angmering School.

6. Nursery Education Contribution

The Owner covenants with the County Council:-

- 6.1 To pay to the County Council twenty five per cent (25%) of the Nursery Education Contribution prior to the Occupation of the first (1 No) Housing Unit.

- 6.2 Not to Occupy the first (1 No) Housing Unit unless and until twenty five per cent (25%) of the Nursery Education Contribution has been paid to the County Council.
- 6.3 To pay to the County Council the remaining seventy five per cent (75%) of the Nursery Education Contribution prior to the Occupation of the fiftieth (50 No) Housing Unit.
- 6.4 Not to Occupy the fifty first (51 No) Housing Unit unless and until the remaining seventy five per cent (75%) of the Nursery Education Contribution has been paid to the County Council.
- 6.5 The County Council covenants not to use the Nursery Education Contribution other than towards a new early years facility serving Angmering.

7. Repayment of Financial Contributions

- 7.1 In respect of the payments made by the Owner to the County Council (save for the HW1 Commuted Sum) the County Council covenants with the Owner that if at the date ten years from the date of payment of the last instalment of any contribution under any of the preceding paragraphs any monies remain unspent (including any interest accrued) then the County Council shall return such monies to the party that made the payment
- 7.2 In respect of the payment of the HW1 Commuted Sum made by the Owner to the County Council, the County Council covenants with the Owner that if at the date five years from the date of payment of the HW1 Commuted Sum any monies remain unspent (including any interest accrued) then the County Council shall return such monies to the party that made the payment
- 7.3 If at the dates referred to in paragraph 7.1 and 7.2 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 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 7.1 and 7.2 hereof

Schedule 6

Highways Works Part 1 – HW2 and HW3

The Owner covenants with the County Council:-

- 1.1 To undertake a Stage 2 and Stage 3 Safety Audit in respect of the Highway Works HW2 and HW3
- 1.2 Not to Commence the Development until a Highway Works Scheme which sets out a timetable for the Highways Works HW2 and HW3 has been submitted to and approved in writing by the County Council provided that where a Highway Works Scheme is submitted to the County Council which is not approved a revised Highway Works Scheme shall, within 14 days of receipt of notice in writing from the County Council that the previous Highway Works Scheme is not approved, be submitted to the County Council for approval
- 1.3 Once the County Council has approved the Highway Works Scheme (the "**Approved Highway Works Scheme**") to obtain All Requisite Consents relevant to HW2 and HW3 including without limitation where appropriate entering into a Section 278 and/or Section 38 Agreement pursuant to the Highways Act 1980 with the County Council
- 1.4 After All Requisite Consents relevant to HW2 and HW3 have been obtained to carry out the Approved Highway Works Scheme insofar as it relates to HW2 and HW3 and to complete the Highway Works HW2 and HW3 in full to the satisfaction of the County Council (acting reasonably) PROVIDED THAT if the HW2 and HW3 have been completed and approved in full accordance with the relevant Section 278 and/or Section 38 Agreement then they shall be deemed as having been completed to the satisfaction of the County Council for the purposes of this Schedule
- 1.5 Not without the consent of the County Council to allow First Occupation of more than 125 Housing Units until the HW2 element of the Highway Works have been completed to the satisfaction of the County Council (acting reasonably) PROVIDED THAT if the HW2 have been completed and approved in full accordance with the relevant Section 278 and/or Section 38 Agreement then they shall be deemed as having been completed to the satisfaction of the County Council for the purposes of this Schedule
- 1.6 Not without the consent of the County Council to allow First Occupation of more than 50 Housing Units until the HW3 element of the Highway Works have been completed to the satisfaction of the County Council (acting reasonably) PROVIDED THAT if the HW3 have been completed and approved in full accordance with the relevant Section 278 and/or Section 38 Agreement then they shall be deemed as having been completed to the satisfaction of the County Council for the purposes of this Schedule
- 1.7 Nothing in this Schedule shall require the performance by the Owner of any obligation upon the land outside its ownership or on land which is not highway maintainable at the public expense

Part 2 County Council Notice

- 1 The County Council shall give the Owner notice in writing within 14 days of the date which is the earlier of:-
 - a. the date of the Occupation of the 50th Housing Unit on the Land; or
 - b. the date on which development has Commenced on Angmering Northeither:
 - 1.1 that the County Council requires the HW1 Works to be carried out and implemented in which case the provisions of Part 3 of this Schedule shall apply ; or
 - 1.2 that the County Council does not require the HW1 Works to be carried out in which case the provisions of Part 4 of this Schedule shall apply instead of Part 3.

Part 3

Provisions relating to HW1

- 1 This Part 3 shall only apply if the County Council notifies the Owner in writing (in accordance with the provisions of Part of this Schedule) that the County Council requires the HW1 Works to be carried out
- 2 To undertake a Stage 2 and Stage 3 Safety Audit in respect of the HW1 Works
- 3 Not to Occupy the 60th Housing Unit until a scheme in respect of the HW1 Works which sets out a timetable for the HW1 Works has been submitted to and approved in writing by the County Council provided that where a scheme is submitted to the County Council which is not approved a revised scheme shall, within 14 days of receipt of notice in writing from the County Council that the previous scheme is not approved, be submitted to the County Council for approval
- 4 Once the County Council has approved the scheme (the "Approved HW1 Works Scheme") to obtain All Requisite Consents relevant to the Approved HW1 Works Scheme including without limitation where appropriate entering into a Section 278 and/or Section 38 Agreement pursuant to the Highways Act 1980 with the County Council
- 5 After All Requisite Consents relevant to the Approved HW1 Works Scheme have been obtained to carry out the Approved HW1 Works Scheme and to complete the HW1 Works in full to the satisfaction of the County Council (acting reasonably) PROVIDED THAT if the HW1 have been completed and approved in full accordance with the relevant Section 278 and/or Section 38 Agreement then they shall be deemed as having been completed to the satisfaction of the County Council for the purposes of this Schedule
- 6 Not without the consent of the County Council to allow Occupation of One Hundred and Twenty Five Housing Units until the HW1 Works have been completed to the satisfaction of

the County Council (acting reasonably) PROVIDED THAT if the HW1 have been completed and approved in full accordance with the relevant Section 278 and/or Section 38 Agreement then they shall be deemed as having been completed to the satisfaction of the County Council for the purposes of this Schedule

Part 4

Provisions relating to HW1 Commuted Sum

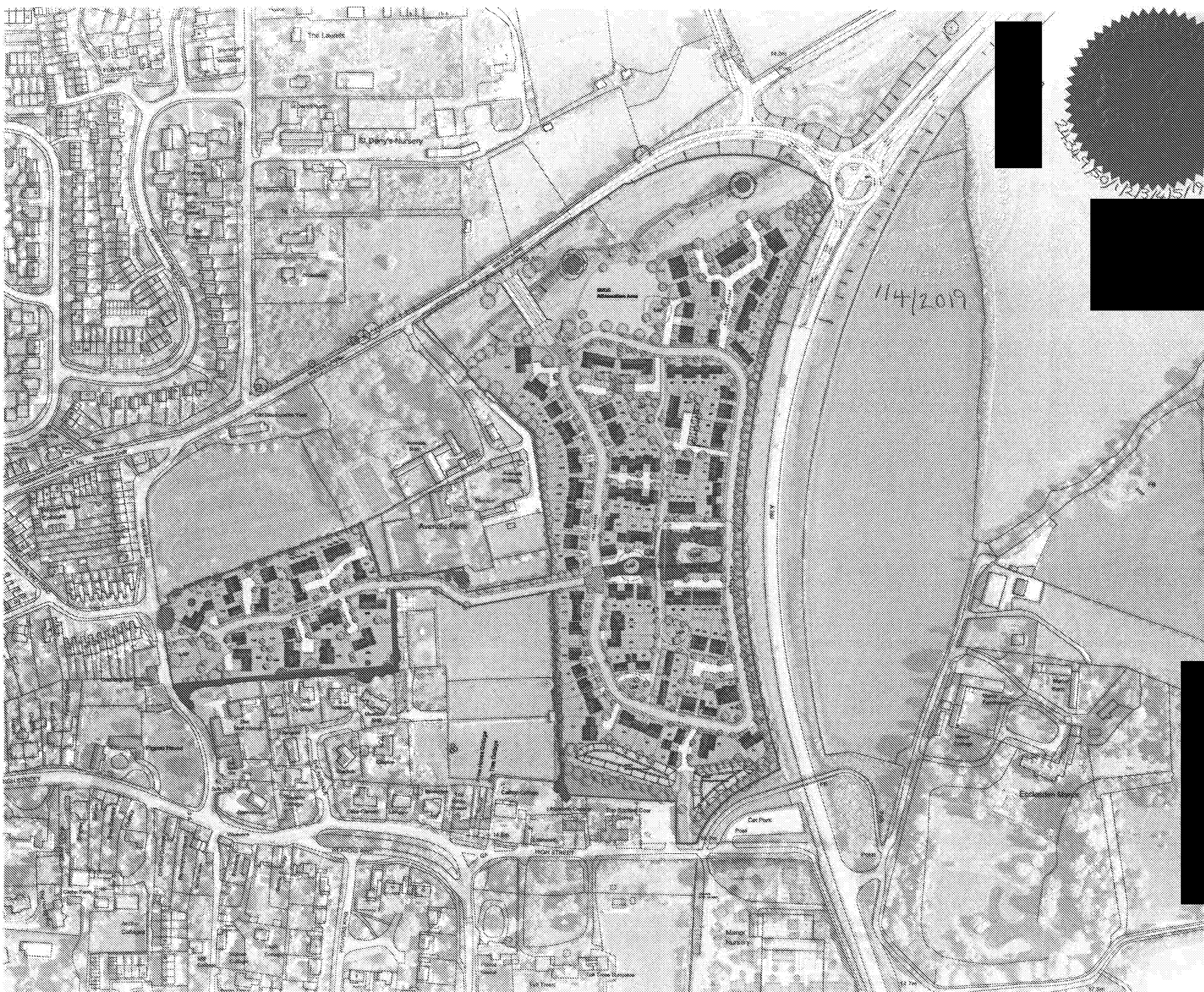
- 1 This Part 4 shall only apply if the County Council notifies the Owner in writing (in accordance with the provisions of Part of this Schedule) that the County Council does not require the HW1 Works to be carried out
- 2 The Owner covenants to pay to the County Council the HW1 Commuted Sum within 60 Working Days of the date of the notice referred to in Part 2 of this Schedule PROVIDED THAT for the avoidance of doubt the Owner shall not be required to pay the HW1 Commuted Sum to the County Council prior to Commencement of Development
- 3 The County Council covenants with the Owner not to use the HW1 Commuted Sum other than as specified in this Agreement

Appendix 1
Location Plan



Appendix 2

Plan 2 – Green Infrastructure Space Plan



DATE: 11/4/2019
 DRAWN BY: [Redacted]
 CHECKED BY: [Redacted]
 APPROVED BY: [Redacted]
 PROJECT: [Redacted]
 SCALE: 1:1250 @ A1
 SHEET: 1911/P 03
 DATE: June 16
 L

KEY

- Site Boundary
- Existing Watercourse
- Existing Tree, Retention
- Proposed Tree
- Carriage (Garden) Groundcover Plant
- New Screen Plant
- Existing Screen Plant
- Open Space Used for Sustainable Drainage
- Local Equipped Area 400m2 with 20% on Village Green
- Local Area for Play 1100m2 with 5m buffer
- New Bridge Access Road
- Primary Road, 5m 2m Footway
- Parking
- New Dwelling (Apartments)
- New Dwelling (Detached House) + plot number
- Existing Building
- Footway/Cycleway

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Land South of Water Lane - Masterplan - For Illustrative Purposes Only



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Appendix 3
Plan 3 – Angmering North Plan



0 100 200 300 400



ANGMERING

1:10,000
Scale of map
1 inch = 1000 feet
1:10,000
Scale of map
1 inch = 1000 feet

Pydon Group +
Gleeson Strategic Land

12500
A2
1911
Angmering North Plan

1/4/2019



PRO VISION

PLANNING | ARCHITECTURE | URBAN DESIGN

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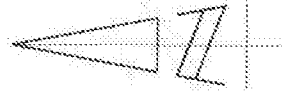


10/10/10

10/10/10

10/10/10

Appendix 4
Drawing ITB9105-GA-021B



RIGHT TURN LANE INCREASED IN LENGTH
TO ACCOMMODATE UP TO 14 VEHICLES

FOR CONTINUATION OF GHOST ISLAND
SEE DRAWING No. ITB9105-GA-042

VEGETATION TO BE CLEARED
WITHIN INTERVISIBILITY ZONE

PROPOSED AMENDMENTS TO
EXISTING JUNCTION CONFIGURATION

JUNCTION INTERVISIBILITY

11/4/2019

KEY:
HIGHWAY BOUNDARY - BASED
ON ORDNANCE SURVEY

SCALE BAR @ 1:500

CLIENT:

DRAWING ISSUED FOR FEASIBILITY CONSIDERATION AND PLANNING
PURPOSES ONLY. DRAWING NOT TO BE USED FOR CONSTRUCTION.
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SURVEY MAP WITH THE PERMISSION OF THE
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24/349/30/112/3/14/3/19

A280 / WATER LANE PROPOSED IMPROVEMENTS

LAND SOUTH OF WATER LANE, ANGMERING

IS LTD

TITLE:

PROJECT:

FOR PLANNING

SCALE @ A3:	1:500	CHECKED:	MC	APPROVED:	TW
FILE REF:	ITB9105	DRAWN:	SH	DATE:	23.03.16

ITB9105-GA-021

DRAWING No:

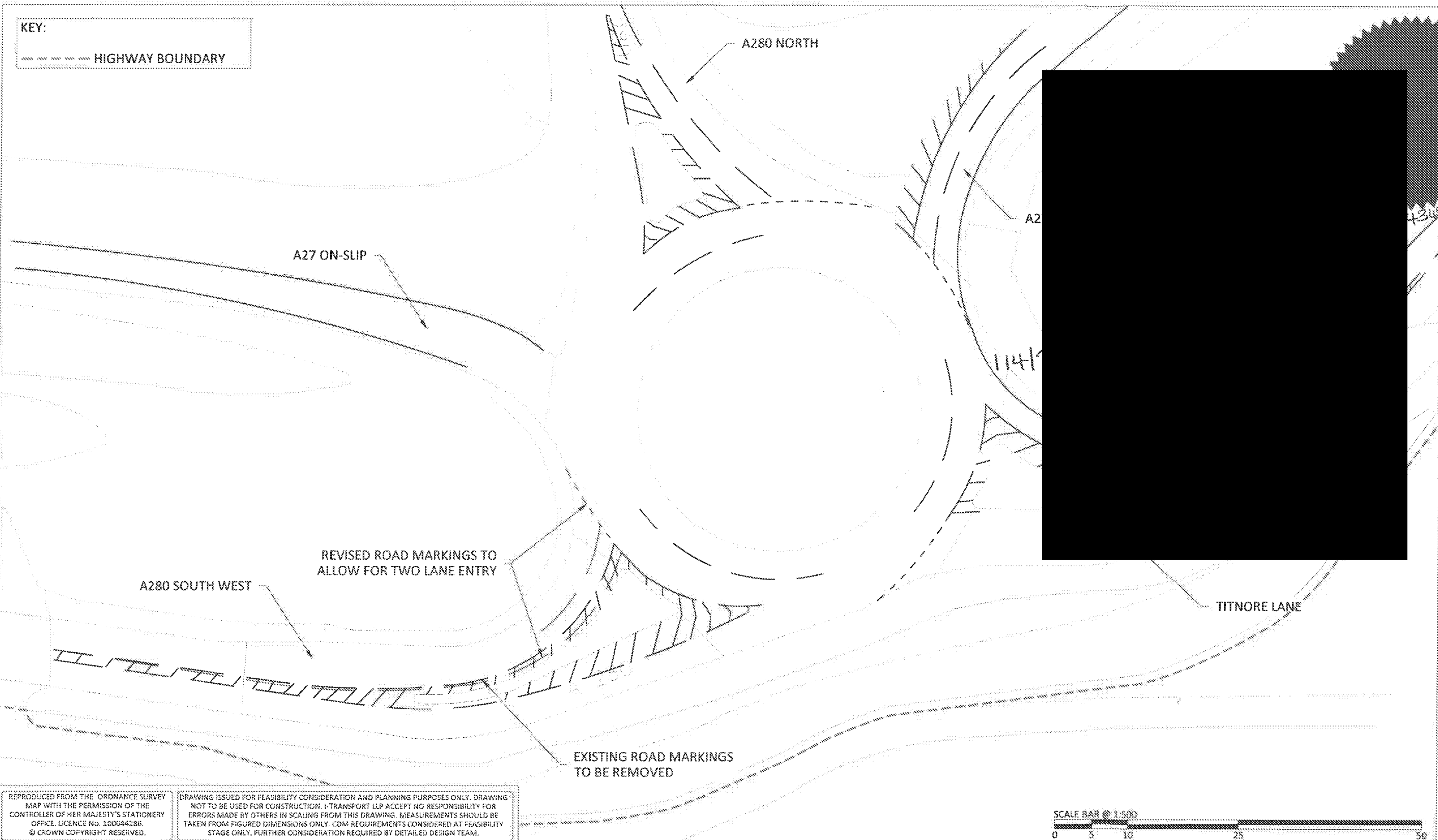
ITB9105

REV:

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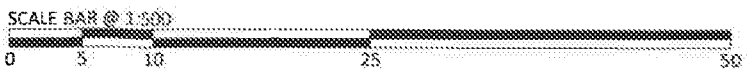
Appendix 5
Drawing ITB9105-GA-23

KEY:
--- HIGHWAY BOUNDARY



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Basingstoke, Hampshire, RG24 8AG
Tel: 01256 338640
Fax: 01256 338644
www.i-transport.co.uk

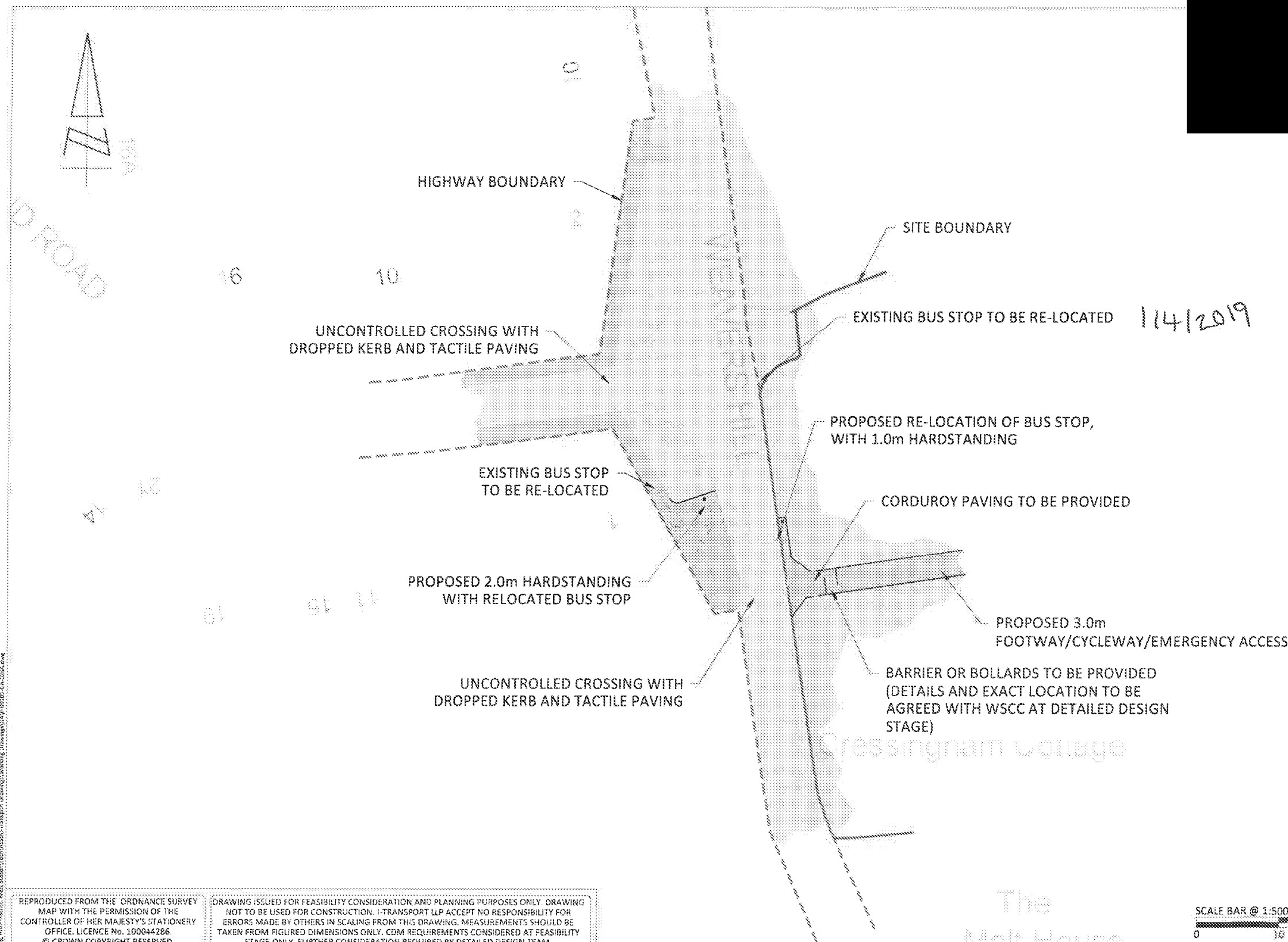
REV	DATE	BY	DESCRIPTION	CHK	APD
STATUS: FOR PLANNING					

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

SCALE @ AS: 1:500	CHECKED: TW	APPROVED: TW
FILE REF: ITB9105-GA-023	DRAWN: MC	DATE: 30.06.16
DRAWING NO: ITB9105-GA-023		
PROJECT NO: ITB9105-GA-023		
REV:		



Appendix 6
Drawing ITB9105-GA-026A



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SCALE BAR @ 1:500
0 10



Grave House, Lutyens Close, Chineham
Basingstoke, Hampshire, RG24 8AG
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Fax: 01256 338644
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A		03.10.16	MC	UPDATES AS PER STAGE 1 RSA	TW	TW
REV	DATE	BY	DESCRIPTION	CHK	APD	
STATUS: FOR PLANNING						

TITLE: PROPOSED FOOTWAY/CYCLE ACCESS ONTO WEAVERS HILL	
PROJECT: LAND SOUTH OF WATER LANE, ANGMERING	CLIENT: RYDON HOMES, GLEESON DEVELOPMENTS LTD

SCALE @ A1: 1:500	CHECKED: TW	APPROVED: TW
FILE REF: ITB9105	DRAWN: MC	DATE: 23.08.16
DRAWING NO: ITB9105-GA-026		
PROJECT No: ITB9105	REV: A	



Appendix 7
Arun Preferred Registered Providers

Provider	Contact and email	Address	Tel. No
Affinity Sutton	Steven Connolly [REDACTED]	Cams Hall Cams Hill Fareham Hampshire PO16 8AB	[REDACTED]
The Guinness Partnership	Claudette Rawlinson [REDACTED]	33 East Street Havant Hampshire PO9 1AA	
The Hyde Group	John Martin [REDACTED]	Telecom House 125 – 135 Preston Road Brighton West Sussex BN1 6AF	
Worthing Homes	Samian Haley [REDACTED]	Davison House North Street Worthing West Sussex BN11 1ER	
Stonewater	Jackie Burton [REDACTED]	Waverley House 11-118 Holdenhurst Road Bournemouth BH8 8DY	
Saxon Weald	Stephen Humphreys [REDACTED]	Saxon Weald House 38-42 Worthing Road Horsham West Sussex RH12 1DT	
Hastoe Housing Association	Karen Hillhouse [REDACTED]	Marina House 17 Marina Place Hampton Wick Kingston-Upon-Thames Surrey KT1 4BH	

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

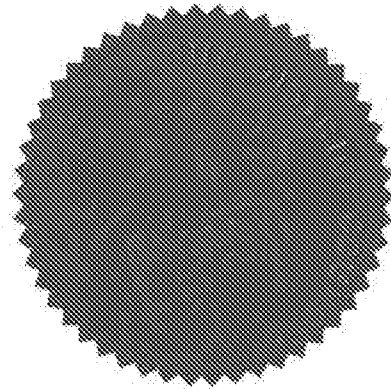
EXECUTED as a deed by affixing the common seal of ARUN DISTRICT COUNCIL in the presence of:

Authorised signatory

Name SALLY SUGDEN

Job title CONTRACTS LAWYER

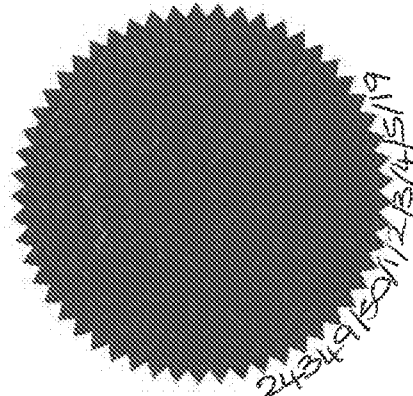
Seal Book Number 114/2019



Authorised signatory

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

Authorised signatory



Authorised signatory

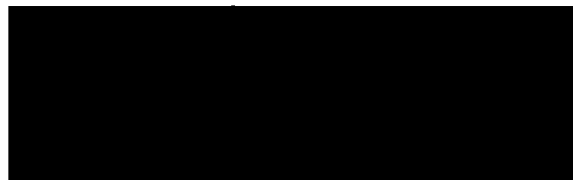
SIGNED as a deed by
SARAH KATHARINE PRESSLEY
in the presence of:

Witness:

Name:

Address:

Occupation:



K. J. Pressley
SARAH KATHARINE PRESSLEY
1 FARMER AVENUE
SORING BY SEA BN12 4SY
RETIREE

SIGNED as a deed by
JAMES WILLIAM PRESSLEY
in the presence of:

Witness:

Name:

Address:

Occupation:

[REDACTED]

KATHRYN SWEET

7 BERKELEY COURT
LONDON ROAD, GUILDFORD GU10 1SW
HEAD OF ADMISSIONS

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

Witness:

Name:

Address:

Occupation:

[REDACTED]

JESSICA PERKINS

4 ROMAN AVENUE
BINGHAM BN14 4GH
RETIRED

SIGNED as a deed by
STUART WILLIAMS
in the presence of:

Witness:

Name:

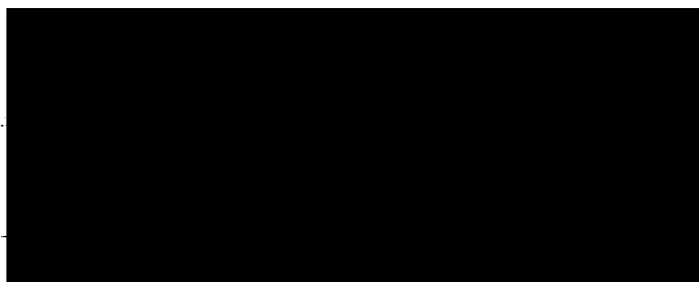
Address:

Occupation:

[REDACTED]

Green Wright Chalton Annis
1 London Road
Arundel
BN18 9AZ
Solicitor

SIGNED as a deed by
JULIA MARY WILLIAMS
in the presence of:



Witness:

Name:

Address:

Occupation:

Green Wright Charlton Arliss

1 London Road

Arundel

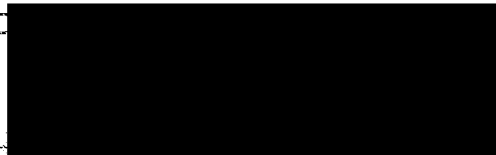
BN18 9AZ

Solicitor

EXECUTED as a deed by
RYDON HOMES LIMITED acting by:



D



Director/Secretary

