Auth Delegated WSCC

4 April

Dated: 06 OCTOBER 2016

Between:

[1]	RR Hartrick AM Hartrick	The Owner
[2]	Commercial First Business Limited	The Mortgagee
[3]	Arun District Council	ADC
[5]	West Sussex County Council	WSCC

AGREEMENT

under Section 106 of the Town & Country Planning Act 1990
and other powers Land at The Lillies, Yapton Road, Barnham

Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF
DX 57406 LITTLEHAMPTON
Reference: BN/32/15/out

This Agreement is dated 4 April DO NOT ANTE 2016 and is made between:

[1] Roy Rainbow Hartrick and Angela May Hartrick of The Lillies Yapton Road Barnham West Sussex ["the Owner"].

[2] Commercial First Business Limited Co Reg No 5289018 whose office is at Lutea House Warley Hill Business Park The Drive Brentwood Essex CM13 3BE ["the Mortgagee"].

[3] Arun District Council of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN17 5LF ["ADC"].

[4] West Sussex County Council of County Hall, West Street, Chichester, West Sussex, PO19 1RQ ["WSCC"].

1.0 **Background**

1.1 The Owner is the registered proprietor under title number WSX 40542 and WSX 140217 of the land at The Lillies Yapton Road Barnham West Sussex shown for identification purposes only edged black on the attached plan ["the Land"].

1.2 The Land is charged to the Mortgagee.

1.3 ADC is the local planning authority and the local housing authority.

1.4 WSCC is the local highway authority and the authority statutorily responsible for provision of education library and fire and rescue services.

1.5 Planning application number BN/32/15/OUT seeks outline planning permission from ADC to develop the Land by erecting 38 dwellings including open space landscaping and new access.

2. **Interpretation**

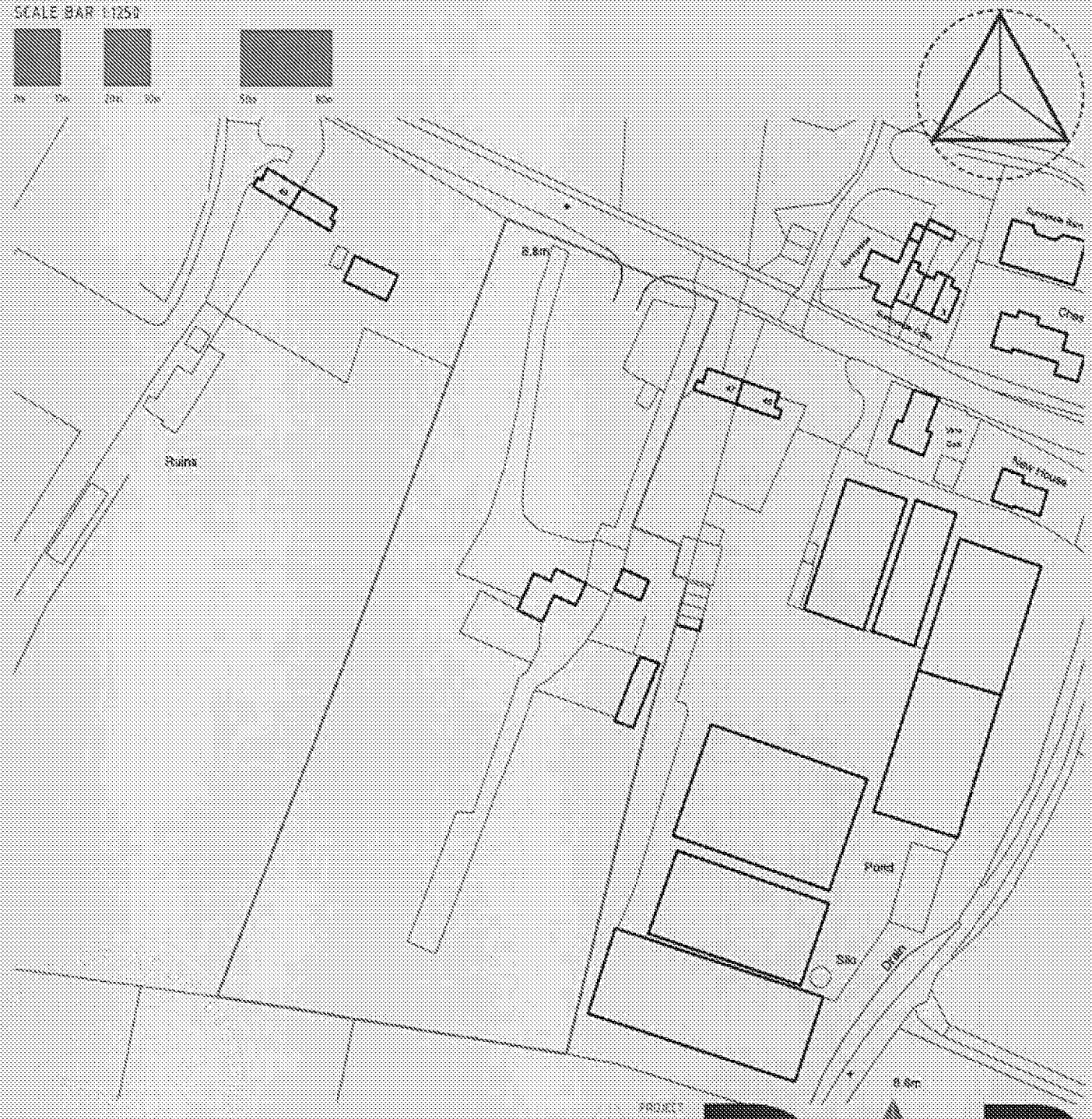
In this Agreement:-

2.1 Words importing the masculine include the feminine and vice versa.

YAPTON ROAD, BARNHAM.

RESIDENTIAL SCHEME: 37NO. RESIDENTIAL DWELLINGS.

SCALE BAR 1:1250



PROJECT
RESIDENTIAL DEVELOPMENT

DRAWING
AS EXISTING
SITE LOCATION PLAN

CLIENT
ONE PROPERTY GROUP

ADDRESS
YAPTON ROAD
BARNHAM
BOGNOR REGIS
PO22 0AY

DAP
ARCHITECTURE LTD

PROJECT NO. 409.000.01

DRAWING NO. 001

REVISION

CASE STATUS
PLANNING

DATE	SCALE	DRAWN	CHECK
26.03.2014	1:1250 @ A4	RW	N/A

e: studio@daparchitecture.co.uk t: 01844 214 3007
www.daparchitecture.co.uk
LONDON BUCKINGHAMSHIRE ESSEX

17/SI/2/316

[redacted]

RUN DISTRICT CO

2.2 Words importing the singular include the plural and vice versa.

2.3 Words importing persons include companies and corporations and vice versa.

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

2.5 Any reference to a clause or schedule or plan is to one in to our attached to this Agreement.

2.6 Any reference to a colour or letter is to be on the plans attached to this Agreement.

2.7 In the absence of contrary provision any reference to a statute includes any statutory modification or re-enactment of it and every statutory instrument, direction, specification made or issued under the statute or deriving validity from it.

2.8 References to any party to this Agreement shall include the successors in title to that party and to any deriving title through or under that party and in the case of the WSCC and ADC the successors to their respective functions.

2.9 "the Act" means the Town & Country Planning Act 1990.

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

2.11 "the Application" means the planning application number BN/32/15/OUT made to develop the Land.

2.12 "Affordable Housing" means affordable housing as defined in Annex 2 Glossary National Planning Policy Framework dated 27 March 2012 as amended from time to time.

2.13 "Affordable Housing Units" means eleven (11) of the Dwelling Units to be provided as Affordable Housing comprising 5 Affordable Rented Units and 6 Shared Ownership Units.

2.14 "Affordable Rented Units" means Dwelling Units provided at no more than 80% of the local market rent for equivalent properties (including service charges where applicable).

2.15 "Commencement" has the same meaning as in S56 of the 1990 Act but shall exclude exploratory works and archaeological investigations.

2.16 "the Development" means the development of the Land proposed by the Application or permitted by planning permission granted pursuant to the Application or carried out substantially in accordance with such planning permission.

2.17 "Education Contribution" means the education contribution calculated in accordance with Clause 7 to make good a deficiency in education provision arising from the Development and to be used specifically towards additional equipment at Barnham Primary School for Primary Education, additional equipment at St Philip Howard Secondary School for Secondary Education and additional equipment at St Philip Howard Sixth Form Department for Further Secondary education.

2.18 "First Occupation" means occupation of any residence on the Land as a residence within the meaning of the Town and Country Planning 2015 Use Classes Order Class C3.

2.19 "Fire and Rescue Contribution" means the fire and rescue contribution calculated in accordance with Clause 9 to make good a deficiency in fire and rescue provision arising from the Development and specifically for provision and installation of preventative equipment including community fire link smoke detectors to vulnerable persons homes in the Parish of Barnham.

2.20 "Library Contribution" means the library contribution calculated in accordance with Clause 8 to make good a deficiency in library provision arising from the Development and to be used specifically towards supporting the expansion of Tier 7 community library services for Barnham.

2.21 "Market Housing Units" means Dwelling Units within the Development which are not Affordable Housing Units.

2.22 "Public Open Space" means that part of the Land referred to in Clause 6.1.

2.23 "Public Open Space Contribution" means the sum referred to in clause 7 being a sum to be used for the purpose of providing improvements and play equipment for public open spaces serving the Development in the Parishes of Barnham Eastergate Ford.

2.24 "Public Open Space Maintenance Contribution" means a sum to be calculated at a rate of £13.51 per square metre of Public Open Space provided under clause 6.

2.25 "Qualifying Occupiers" means persons who qualify for Affordable Housing within Schedule 3 to this Agreement and including residents of the Arun District who are unable to resolve their housing needs in the local private sector market because of the relationship between housing costs and income.

2.26 "Registered Provider" means a provider of affordable housing registered with the Homes and Community Agency or equivalent or replacement and appearing within the Arun District Council List of Approved Registered Providers attached or specifically approved in writing for the purposes of the present Agreement

2.27 "Shared Ownership Units" means Dwelling Units provided in accordance with shared ownership arrangements within the meaning of section 70(4) of the Housing and Regeneration Act 2008.

2.28 "Specified Date" means the date upon which an obligation arising under this Agreement is due to be performed.

3. Enabling Provisions

This Agreement is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers.

4. Commencement

4.1 This Agreement shall come into effect upon the grant of the Application but the obligations in Clauses 5 to 9 shall become effective only on the commencement of the Development in accordance with Section 56 of the Act.

4.2 On Commencement of the Development the Owner will give to ADC and WSCC notice in writing of that commencement in the form of the Commencement Notice annexed to this Deed as Schedule 1 addressed to ADC's Head of Planning Services and WSCC's Monitoring and Records Team, Strategic Planning Division for the time being at the respective addresses of ADC and WSCC given herein.

Covenants in favour of ADC

5. **Provision of On Site Affordable Housing**

The Owner agrees with ADC:-

5.1 to provide Affordable Housing in accordance with Schedules 3 and 4 hereto.

5.2 not to allow or permit the occupation of more than 11 of any Market Housing forming part of the Development unless and until the Affordable Housing is provided in accordance with this Agreement.

6. **Provision of On Site Public Open Space**

The Owner agrees with ADC:-

6.1 to provide and lay out an area of open space situated as part of the Development within the area shown on Drawing ref 409/200/03 "Proposed Site Layout Plan" attached hereto within and on the Land in accordance with a specification to be submitted to and approved by ADC and to be implemented to ADC's satisfaction.

6.2 to ensure that there is easy public access to the Public Open Space.

6.3 to complete the works of provision and laying out in accordance with Clause 6.1 and to make the Public Open Space available for use by the public no later than the First Occupation of the 10th dwelling forming part of the Development.

6.4 within two months of the completion of the works referred to in Clause 6.3 to transfer the Public Open Space to ADC or to such body as it may direct through such transfer to ADC or its nominee for public use and for

YAPTON ROAD, BARNHAM



409.200.03

ARUN DISTRICT COUNCIL BN/32/15/OUT

maintenance purposes but ADC may assume responsibility for the Public Open Space in advance of the formal transfer being completed but with no obligation on ADC to accept such earlier responsibility.

6.5 upon the handover or transfer referred to in Clause 6.4 to pay to ADC or its nominee the Public Open Space Maintenance Contribution.

7. Public Open Space Contribution £38,000

7.1 On Commencement of the Development to pay to ADC the sum of £38,000 being £1000 per dwelling to be used as Public Open Space Contribution.

7.2 Not to Commence the Development until the Public Open Space Contribution is paid.

Covenants in favour of WSCC

8. Education Contribution

The Owner agrees with the WSCC:-

8.1 on First Occupation of the first dwelling forming part of the Development to pay to WSCC the Education Contribution calculated at the time of Commencement of Development by reference to the following formula:

(DfE figure (Primary) x ACP = Primary Education Contribution) + (DfE figure (Secondary) x ACP = Secondary Education Contribution) + (DfE figure (Further Secondary) x ACP = Further Secondary Contribution) = Education Contribution where:

Note: x = multiplied by.

ACP (Additional Child Product) = The estimated additional number of school age children likely to be generated by the Development calculated by reference to the total number of dwellings, less any allowance for affordable dwellings applicable for the relevant District in which the Site is situated (at present 33%), as approved by a subsequent reserved matters planning application. The following criteria are used to generate a child product:

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

Using the above occupancy rates to determine an overall population increase the following factors are applied. According to 2001 census data, there are 14 persons per 1000 population in each school year group for houses and 5 persons per 1000 population in each school year group for flats. There are 7 year groups for primary (years R to 6) and 5 for Secondary (years 7 to 11). For Sixth Form, a factor of 0.54 is applied to the Child Product figure as this is the average percentage of year 11 school leavers who continue into Sixth Form colleges in West Sussex.

DfE Figure = Department for Education (DfE) Primary/Secondary/Further Secondary school building costs per pupil place as adjusted for the West Sussex area applicable at the date when the Education Contribution is paid (which currently for the year 2014/2015 are – Primary £13,980, Secondary £21,064, Further Secondary £22,845 updated as necessary by the Royal Institute of Chartered Surveyors Building Cost Information Service All-in Tender Price Index.

Below is a worked example of how the Education Contribution would be calculated in practice:

		Private Houses		Social Rented Houses		
Dwelling Size	Occupancy Rates	Number	Persons	Dwelling Size	Number	Persons
1 bed	1.5	0	0	1 bed	0	0
2 bed	1.9	4	7.6	2 bed	5	9.5
3 bed	2.5	16	40	3 bed	0	0
4 bed	3.0	7	21	4 bed	0	0
Totals		27	68.6	Totals	5	9.5
			68.6	100% discount applied -->		0

Private	Social Rented Flats

Flats

Dwelling Size	Occupancy Rates	Number	Persons	Dwelling Size	Number	Persons
1 bed	1.3	0	0	1 bed	0	0
2 bed	1.9	0	0	2 bed	6	11.4
3 bed	2.4	0	0	3 bed	0	0
4 bed	2.8	0	0	4 bed	0	0
Totals		0	0	Totals	6	11.4
			0	100% discount applied -->		0

Dwellings Proposed	38
Dwellings Demolished	0
NET Dwellings Proposed	38
Net Population Increase	89.5
Adjusted Population	68.60
*Child Product	27.0000

ACP = (68.6 + 0) x 14/1000
+ (0 + 0) x 5/1000

ACP is 0.9604

Primary Contribution = DfE x ACP
DfE = £13,980
Primary ACP is 0.9604 x 7

Total Primary Contribution is £93,985

Secondary Contribution = DfE x ACP
DfE = £21,064
Secondary ACP is 0.9604 x 5

Total Secondary Contribution is £101,149

Further Secondary Contribution = DfE x (ACP x 0.54)
DfE = £22,845
Further Secondary ACP is 0.9604 x 0.54 x 2

Total Further Secondary Contribution is £23,695

8.2 not to occupy or cause or allow to be occupied any dwelling forming part of the Development before the Education Contribution shall have been paid.

9 Library Contribution

The Owner agrees with the WSCC:-

9.1 on First Occupation of the first dwelling forming part of the Development to pay to WSCC the Library Contribution calculated at the time of Commencement of the Development by reference to the following formula:

L x AP = Library Contribution where:

Note: x = multiplied by.

AP (Additional Persons) = The estimated number of additional persons likely to be generated by the Development calculated by reference to the total number of dwellings, less any allowance for affordable dwellings, as approved by a subsequent reserved matters planning application. The following figures are given as a guideline:

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

L = Extra library space in sqm per 1000 population x the library cost multiplier (which for the year 2014/2015 are 30sqm and £4,025 per sqm respectively.

9.2 not to occupy or cause or allow to be occupied any dwelling forming part of the Development before the Library Contribution shall have been paid.

10 Fire and Rescue Service Contribution and Fire Hydrants

The Owner agrees with the WSCC:-

10.1 on First Occupation of the first dwelling forming part of the Development to pay to WSCC the Fire and Rescue Contribution calculated at the time of Commencement of the Development by reference to the following formula:

Y x Z = Fire and Rescue Service Contribution where:

Note: / = divided by; x = multiplied by.

Y = the estimated adjusted increase in population generated by the Development. The following figures are given as a guideline:

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

Z = the estimated costs of providing additional Fire and Rescue Infrastructure per head in the Northern Service Division of West Sussex at the time of payment (which, for information, for 2012/2013 was £50.

10.2 not to occupy or cause or allow to be occupied any dwelling forming part of the Development before the Fire and Rescue Contribution shall have been paid.

10.3 on Commencement of the Development to submit to WSCC for WSCC's approval a proposal for:-

10.3.1 the location and installation of one (1 no.) fire hydrants in accordance with West Sussex Fire and Rescue Guidance Notes attached to this Agreement at Schedule 5 and prior to First Occupation of any Dwelling forming part of the Development that it will at its own expense install the fire hydrant in the approved location and arrange for its connection to a water supply which is appropriate in terms of both pressure and volume for the purposes of fire fighting.

10.3.2 suitable access for fire brigade vehicles and equipment to the reasonable satisfaction of WSCC.

11. **Certificates**

The Owner agrees with the WSCC and the ADC:-

11.1 where this Agreement imposes a requirement for the making of a payment or the undertaking of an act or the cessation of an activity on a Specified Date the Owner shall give to the ADC notice of the Specified Date not more than seven days after such Specified Date.

11.2 if the Owner fails to give the notice required under this Clause ADC and WSCC shall be entitled in their absolute discretion to determine the Specified Date and shall give notice to the Owner.

12. Index Linking

12.1 The Owner agrees with ADC that any sums payable by the Owner to ADC 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/ Payment Date.

B is the original sum mentioned in this agreement.

C is the Retail Price Index for the quarter preceding the Specified Date.

D is the Retail Price Index for the quarter preceding the date of this agreement.

$\frac{C}{D}$ is equal to or greater than 1.

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

13. Interest

The Owner agrees with ADC and WSCC to pay interest on sums due to ADC and WSCC under this Agreement but not paid on the Specified Date from the Specified Date until actual payment. The rate of interest shall be 4% above the Bank of England base rate from time to time.

14. Legal Costs

The Owner agrees with ADC and WSCC:-

Legal Costs

14.1 to pay on completion of this Agreement to the ADC and the WSCC their respective legal costs incurred in preparing and entering into this Agreement as set out below:-

Payee	Amount of Legal Costs Due
ADC	£900
WSCC	£994

14.2 to pay on completion of this Agreement to ADC and WSCC any legal costs incurred in connection with the transfers of land referred to in this Agreement.

14.3 For the avoidance of doubt and in addition to the above charges ADC shall be entitled to utilise a proportion of any monetary payment specified in this Deed for related project costs up to a maximum of 5% of any payment or £15,000 which ever shall be the larger.

14.4 For the avoidance of doubt the above charges are standard charges and shall not preclude ADC from claiming and receiving any additional monitoring and legal or enforcement costs above and beyond these standard charges when circumstances require that they be incurred in pursuing full compliance with this Deed whether through the courts or otherwise.

15. Mortgagee's Consent

The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Land shall be bound by the obligations contained in this Deed and that the security of the Charge over the Land shall take effect subject to this Deed PROVIDED THAT the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Land in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

16. **Payment Notice**

The parties to this Agreement hereby agree that all payments due under this Agreement shall be forwarded to ADC and WSCC and shall have attached to them a copy of the Payment Notice contained in Schedule 2 to this Agreement duly completed.

17. **General**

The parties agree that:-

17.1 nothing in this Agreement constitutes or constitutes an obligation to grant planning permission;

17.2 nothing in this Agreement grants planning permission or any other approval consent or permission required from the WSCC or ADC in the exercise of any other statutory function;

17.3 nothing in this Agreement fetters or restricts the exercise by the WSCC and ADC of any of their powers;

17.4 the obligations contained in Clauses 5 6 7 8 9 10 and Schedules 3 and 4 are planning obligations for the purpose of Section 106 of the Act;

17.5 this Agreement constitutes a deed;

17.6 this Agreement is enforceable by ADC as to Clauses 5 6 7 and by the WSCC as to Clauses 8 9 10;

17.7 nothing in this Agreement confers or is intended to confer a benefit on a third party under the Contracts [Rights of Third Parties] Act 1999;

17.8 This Agreement shall apply to the Development as authorised by the planning permission issued pursuant to the planning application or to the Development after variation or renewal of the planning permission from time to time;

17.9 This Agreement is a Local Land Charge and shall be registered as such;

17.10 None of the covenants or obligations contained in this Deed shall be binding upon any part of the Land that may in future be acquired by a statutory

undertaker for the purposes of its undertaking or operational Land as defined in the S262 of the Act.

18. Arbitration

Any dispute or difference arising between the parties with regard to their respective rights and obligations as to any matter or thing arising out of or connected with this Deed shall be referred to the decision of a single arbitrator (acting as an expert and not as an arbitrator) to be agreed by the parties or failing agreement between them to be nominated by the President for the time being of the Royal Institution of Chartered Surveyors and any such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1996 or any statutory modification or re-enactment for the time being in force.

19. Release

No person (including any subsequent successors in title to the Land) shall be liable for any breach of a covenant, restriction or obligation contained in this Deed after parting with all of its interest in the Land, except in respect of any breach subsisting prior to parting with such interest.

20 Severability

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

21. Counterparts

21.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

21.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

21.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

SCHEDULE 1

Commencement Notice

Pursuant to Clause 4.2 in Planning Obligation Described Below

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

Dated this _____ day of _____ 200

Signed _____

On Behalf Of: _____

To:	[1] Head of Planning Services, Arun District Council, Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN17 5LF [DX: 57406] Littlehampton [2] Monitoring and Records Team, Strategic Planning Division, West Sussex County Council, County Hall, Chichester, West Sussex, PO19 1RQ [DX: 157410] Chichester 8
From:	
Development At:	
Nature of Development:	
Planning Permission Date & Reference	
Planning Obligation Date & Parties	
Start Date:	

SCHEDULE 2

Payment Notice

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

Please answer all the questions.

1. Payment to be made by/on behalf of .....

2. Land at: .....

3. Agreement dated: .....

4. Planning application reference number [where applicable]

5. Obligation in Agreement

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

SCHEDULE 3

ARUN DISTRICT COUNCIL LIST OF PREFERRED REGISTERED PROVIDERS OF AFFORDABLE HOMES

Affinity Sutton
(Sunita Aujila)
Cams Hall
Cams Hill
Fareham
Hampshire
PO16 8AB
[redacted]

Guinness Hermitage
(Damian Haley)
Hermitage House
7 St Georges Walk
Waterlooville
Hants
[redacted]

Hyde Martlet
(John Martin)
Martlett House
Southern Gate
Chichester
West Sussex
PO19 8SG
[redacted]

Hastoe Group
(Jane Gallifent)
Marina House
17 Marina Parade
Hampton House
Hampton Wick
Kingston upon Thames
KT1 4BH
[redacted]

Worthing Homes
(Chris Pelling-Fulford)
1 Chapel Road
Worthing
West Sussex
[redacted]

Raglan Housing Association
(Jackie Burton)
2nd Floor Westover House
West Quay
Poole
[redacted]

Southern Housing Group
(Liz Hills)
Spire Court
Albion way
Horsham
West Sussex
[redacted]

SCHEDULE 4

PROVISION OF AFFORDABLE HOUSING

The Owner agree with ADC that:-

1. **Obligation to Provide Affordable Housing**

1.1 the location of the Affordable Housing Units within the Development shall be as shown on a plan to be agreed in writing by the Owner and ADC prior to implementation or Commencement of the Development;

1.2 to procure that the Affordable Housing Units are completed no later than the date on which the eleventh [11th] of the Market Housing Units is completed;

1.3 (unless otherwise agreed in writing with ADC) not to occupy or permit or allow the occupation of any of the Market Housing Units beyond the eleventh [11th] without first having procured the disposal of the Affordable Housing Units (either freehold or leasehold for a period of not less than 99 years) to a Registered Provider on terms which ensure that the Affordable Housing Units are and remain bound by the obligations in this Schedule. With effect from the date on which they are completed the Affordable Housing Units shall not be occupied other than by Qualifying Occupiers and for the avoidance of doubt this restriction shall apply not just to the first occupier of any of the Affordable Housing Units but to all subsequent occupiers of them.

2. **Mechanics and Terms of Transfer**

FIRST OFFER

2.1 The Owner shall make an offer to a Registered Provider which offer shall include:-

(a) Sale of Land Contract;

(b) a Draft Transfer.

2.2 Such offer shall remain open for acceptance for no less than 3 months ("the first offer period") from the date of the offer being made ("the offer date").

SECOND OFFER

2.3 In the event that the first offer made in accordance with the above is not accepted within 3 months of the offer date then the Owner shall make a second offer to another Registered Provider to enter into an Affordable Housing Land Sale Contract not later than one month after the expiry of the first offer period ("the second offer") and such offer shall consist of the same as the first offer subject to revisions necessitated by lapse of time and shall remain open for acceptance for no less than 3 months ("the second offer period") from the date of the offer being made ("the second offer date").

COMMUTED SUM PAYABLE IF FIRST AND SECOND OFFERS ARE NOT IMPLEMENTED

2.4 In the event that the second offer is not accepted within the second offer period then the Owner will pay to ADC a sum equivalent to the cost at that time of providing the equivalent affordable housing units within the District of Arun, calculated by reference to the following schedule of payments:-

For each unit of the following size:	The payment shall be:
1 bed flat	£33,000
2 bed flat	£34,500
2 bed house	£55,000
3 bed house	£63,500
4 bed house	£83,500

NOMINATION RIGHTS

2.5 To procure that the Registered Provider grants nomination rights to ADC in relation to the First Occupation of the Affordable Housing Units and nomination rights to 75% of all subsequent relets Provided that if ADC 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:-

1 any family association in the said administrative area in accordance with relevant housing allocation policies;

2 any period of ordinary residence in the said administrative area not immediately before the date on which any unit of accommodation becomes vacant;

3 any employment opportunity in the locality;

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].

3 **Further Provisions**

3.1 nothing in this Deed shall be construed as imposing or otherwise implying any obligation on ADC to grant or make available any public subsidy or other financial support (or to assist the Owner or Applicant in obtaining such public subsidy or other financial support) in respect of the Affordable Housing Units;

3.2 the provisions of this Schedule above shall cease to bind any of the Affordable Housing Units if in relation to that Affordable Housing Unit:-

1 a statutory right to acquire pursuant to the Housing Act 1985 or Housing Act 1996 (or any statutory re-enactment amendment or replacement thereof) has been exercised; or

2 it shall have been sold under a shared ownership lease and the leaseholder (or its mortgagee) has staircased his ownership under the lease to 100 percent; and

3 in the event of any dispute as to whether any proposed occupier of any Affordable Housing Unit is a Qualifying Occupier the matter shall be determined by ADC (acting reasonably).

4. **Mortgagee in Possession Clauses**

4.1 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 chargee or mortgagee ("the Chargee")

shall be entitled to exercise its power of sale free from the restrictions set out in this Schedule provided that the Chargee shall first have followed the procedure set out below:

1 The Chargee shall give written notice ("the Sale Notice") to ADC of its intention to exercise its power of sale.

2 At the same time as giving the Sale Notice the Chargee shall make an offer "the Offer") to sell the Affordable Housing Units to ADC for an amount to be agreed or determined ("the Purchase Price").

3 ADC may notify the Chargee 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 conditional upon the Purchase Price being acceptable to ADC).

4 If ADC shall notify the Chargee within the time specified in sub-paragraph 3 that it does not wish to accept the Offer ADC 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 a Registered Provider.

5 If ADC shall notify the Chargee within one month of the time specified within sub paragraph 3 that it wishes to accept the offer or if within the time specified in sub-paragraph 4. ADC gives written notice to the Chargee that arrangements can be made in accordance with sub-paragraph 4, then:

1 the Chargee shall co-operate with ADC to secure the transfer; and

2 ADC and the Chargee 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 ADC and the Chargee in equal shares and the Surveyor shall be appointed in default of agreement between the parties on the application of either party 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.

6 Subject to the provisions of sub-paragraph 7, the transfer to ADC or to a Registered Provider shall be completed within two months of the date the Purchase Price is agreed (or such longer period as may be agreed between the Chargee and ADC) or determined in accordance with sub-paragraph 5.2 ("the Completion Period").

7 If the Chargee 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.

8 If either:-

1 the District fails to give notification to the Chargee within the time specified in sub-paragraph 3; or

2 having given notification of refusal of the Offer in accordance with sub-paragraph 3, ADC fails to give notification to the Chargee within the time specified in sub-paragraph 3; or

3 ADC having complied with the time periods specified in sub-paragraph 3, and (in the case of a refusal of the Offer) sub-paragraph 4, the transfer to either ADC or to a Registered Provider shall not be completed within the Completion Period; or

4 ADC shall serve notice of its intention to discontinue under sub-paragraph 7,

then the Chargee shall be under no obligation to sell the Affordable Housing Units either to ADC 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.

9. ADC shall in formulating or promoting any arrangements referred to in sub-paragraph 4. give consideration to protecting the interests of the Chargee in respect of monies outstanding under the charge or mortgage.

Schedule 5

Fire and Rescue Service

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

Adequate access for fire fighting vehicles and equipment from the public highway must be available and may require additional works on or off site, particularly in very large developments. (BS5588 Part B 5).

Works may be needed to fulfill the Fire Authority's duty to ensure the provision of an adequate supply of water for fire-fighting (Fire Services Act 2004) Requirements for the provision of fire hydrants affixed to water mains and to carry out other works necessary to ensure adequate supplies of water, in terms of both volume and pressure, may be sought either as planning conditions or possibly through a legal agreement.

1.0 Water Undertakers

The water undertakers in the County are as follows:
Portsmouth Water Company
Southern Water Authority
South East Water
Sutton and East Surrey Water Company
Scottish and Southern Energy (inset water company)

2.0 The following guidelines are intended to assist landowners and developers.

- Hydrants are to be fitted to water mains at least 100mm in diameter in residential areas and 150mm diameter in commercial/industrial areas.
- In residential areas fire hydrants should be positioned no more than 150 metres from a standard residence.
- Where multi-floor or multiple occupancy dwelling properties are constructed it may be necessary to install sprinkler systems or dry risers to ensure every part of every dwelling is no more than 45 metres from a fire fighting appliance.

- Where dry risers are installed, access to the inlet should be no more than 18 metres visible sight from a fire appliance and the distance to a hydrant should be no more than 90 metres.

- In industrial areas fire hydrants should be positioned no more than 90 metres from a building. Fire hydrants covering large public buildings and areas such as hospitals, hotels, schools, and town centre developments should comply with the relevant codes of practice.

- In planning the provision of fire hydrants in rural areas, particular attention should be paid to specific risks and therefore no definitive distances can be provided.

- Where development is considered to be a 'major risk', it will be considered individually to ensure that the overall provision for fire-fighting comprising, as appropriate, internal water based protection systems, private fire hydrants, statutory fire hydrants and other 'open water' supplies, is adequate.

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

3. **Water Pressure**

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

In addition, contributions may be sought towards the provision of a new fire station or the redevelopment or extension of an existing station and its associated vehicles and equipment or associated community assets so as to enable the fire authority to meet the nationally prescribed standards of fire cover for the area.

Full details of the Fire and Rescue standards for access roads (including weight requirements) and for water supplies are available on request.

SIGNED and DELIVERED

[redacted]

[redacted]

Michael Dyer
Solicitor
Verisona Law
1000 Lakeside, North Harbour
Western Road, Portsmouth
Hampshire, PO6 3EN

SIGNED and DELIVERED

[redacted]

[redacted]

Michael Dyer
Solicitor
Verisona Law
1000 Lakeside, North Harbour
Western Road, Portsmouth
Hampshire, PO6 3EN

SEALED AS A DEED BY AFFIXING
with the COMMON SEAL
of ARUN DISTRICT COUNCIL
in the presence of:

I hereby certify this to be a true copy
Dated

[redacted]

4 April 2016

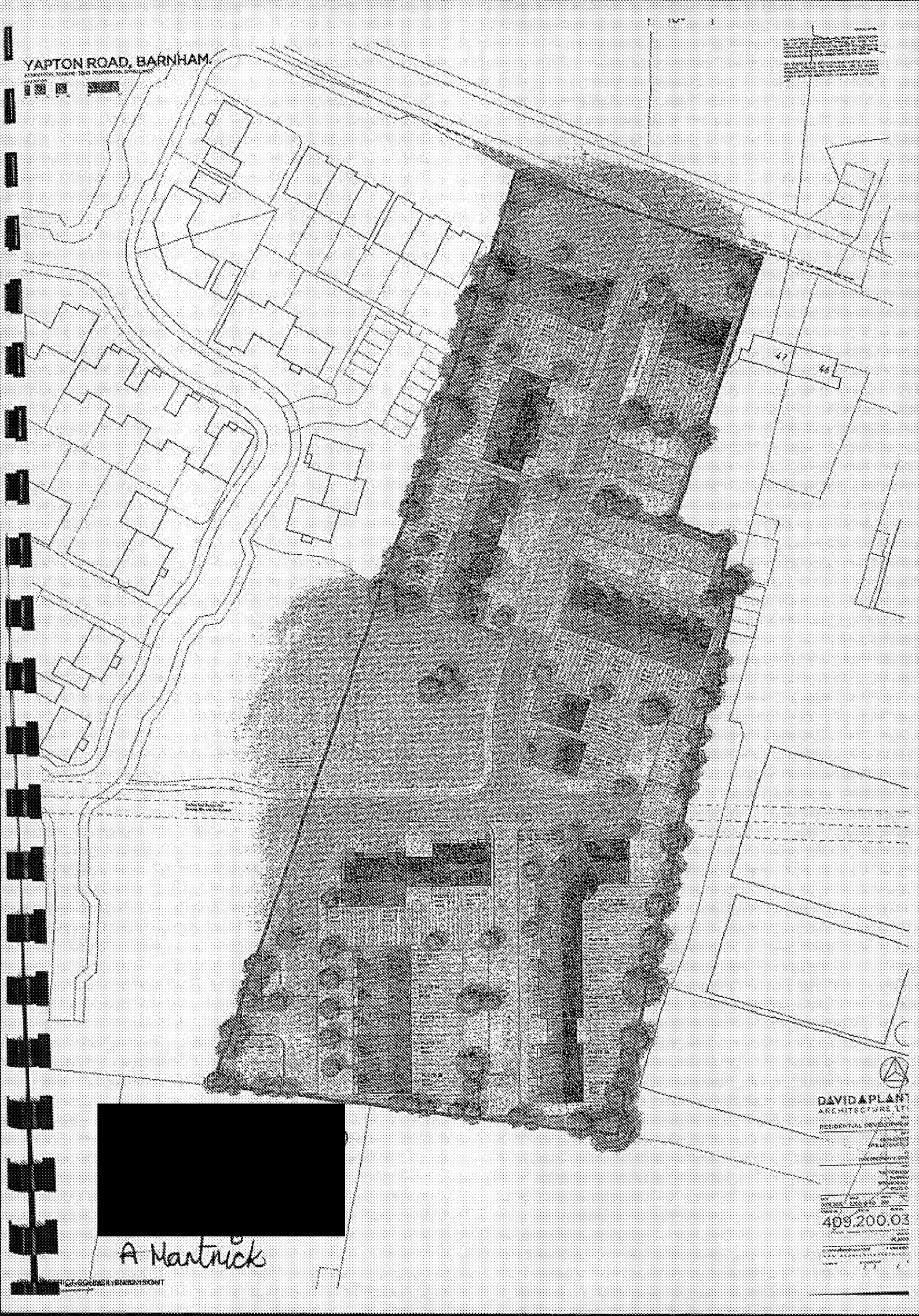
Solicitor to the Council
Arun District Council
The Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF

Seal Book No:

Authorised Signatory
SIGNATURE
NAME
JOB TITLE

Signed as a deed for
COMMERCIAL FIRST SECURITIES LTD
By [redacted]

Director TIM THEOBALD
In the presence of
Witness..... [redacted] JUDITH BARSTOW
Witness Address THE VINEYES,
BANGHTON HALL BUSINESS PARK
SKELTON BD23 3AE
Witness Occupation CUSTOMER SERVICES
ADMINISTRATOR


YAPTON ROAD, BARNHAM.
47
46
DAVID PLANT
409.200.03
A Martinuck

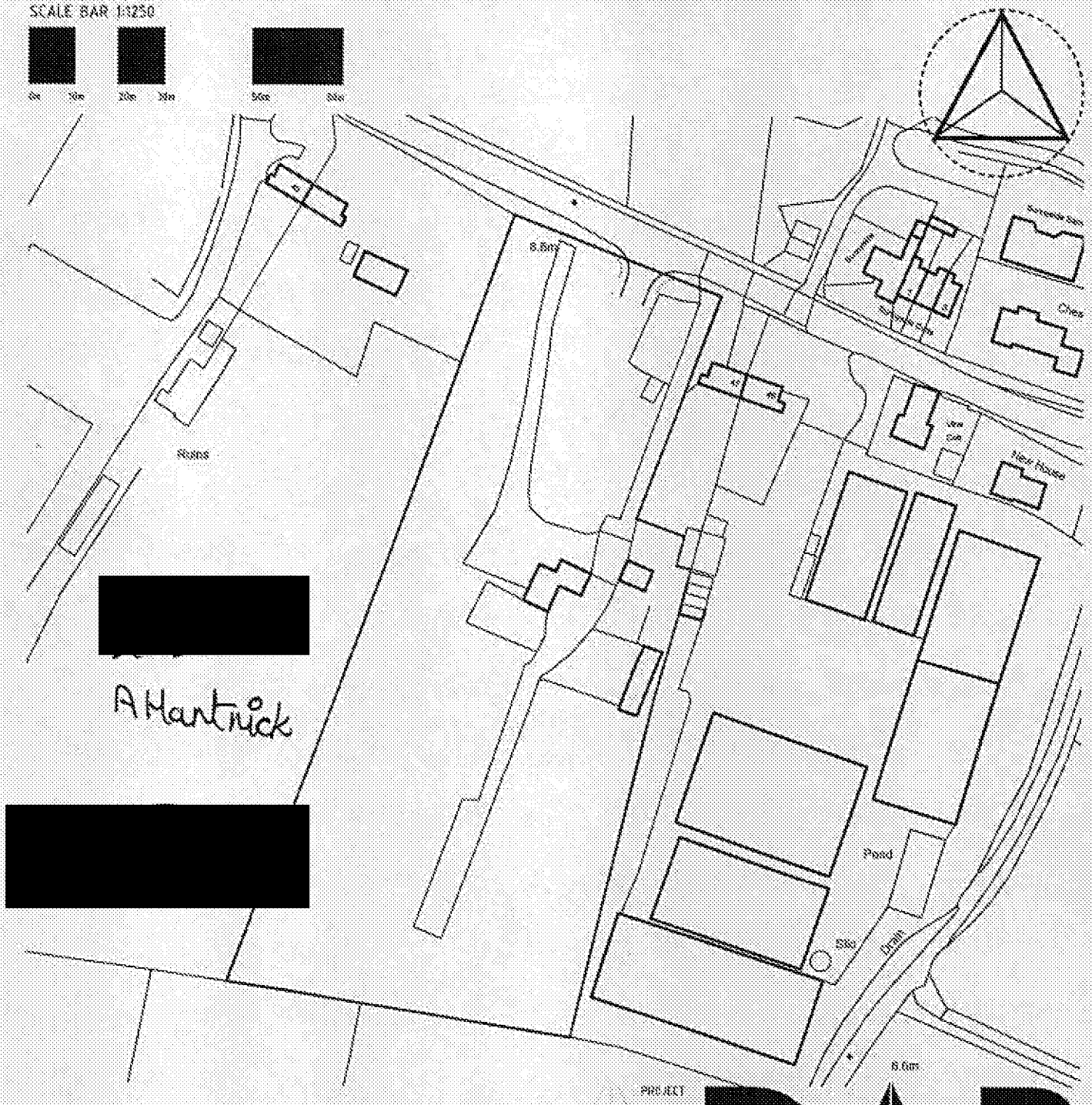
Plan for Clause 1.1

YAPTON ROAD, BARNHAM.

RESIDENTIAL SCHEME: 37NO. RESIDENTIAL DWELLINGS.

SCALE BAR 1:1250

0m 10m 20m 30m 50m 80m



[redacted]

A Hartnick

[redacted]

PROJECT
RESIDENTIAL DEVELOPMENT

DRAWING
AS EXISTING
SITE LOCATION PLAN

CLIENT
ONE PROPERTY GROUP

ADDRESS
YAPTON ROAD
BARNHAM
BOGNOR REGIS
PO22 0AY

DAP
ARCHITECTURE LTD

PROJECT NO. DWG NO. REVISION
409.000.01

ISSUE STATUS
PLANNING

DATE:	SCALE:	DRAWN	CHECK:
26.03.2014	1:1250 @ A4	RW	N/A

e studio@dsparchitecture.co.uk t (0844) 854 9007
www.dsparchitecture.co.uk
LONDON BIRMINGHAM ESSEX

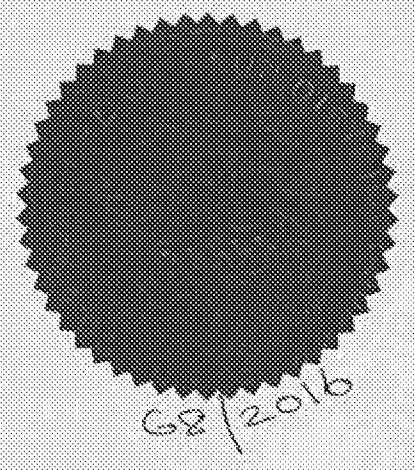
RUN DISTRICT COUNCIL BN/32/15/OUT

SIGNED and DELIVERED
by Roy Rainbow Hartrick
as his Deed in the
presence of:

SIGNED and DELIVERED
by Angela May Hartrick
as her Deed in the
presence of:

SEALED AS A DEED BY AFFIXING
with the COMMON SEAL
of ARUN DISTRICT COUNCIL
in the presence of:

[redacted]



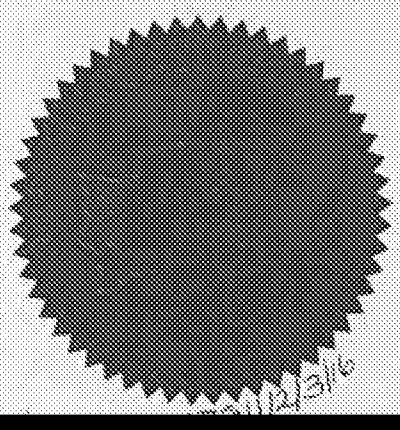
Seal Book No:

Authorised Signatory
SIGNATURE [redacted]
NAME HEZRAD JAMES ATKINSON
JOB TITLE SOLICITOR.

Signed as a deed for
COMMERCIAL FIRST SECURITIES LTD
By

Director
In the presence of
Witness.....
Witness Address.....
.....
.....
Witness Occupation.....
.....

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



[redacted]