

DATED

7th December

2011

(1) SEAWARD PROPERTIES LIMITED

(2) CHARTERGROVE DEVELOPMENTS LIMITED

(3) RAYMOND TAYLOR, REGINALD TAYLOR, TERESA TAYLOR and PATRICIA BETTY
BIDWELL**UNILATERAL PLANNING OBLIGATION**

under section 106 of the Town and Country Planning Act 1990

relating to

Land East Of, Goodacres, Barnham, West Sussex, PO22 0JF
Re: Planning Application BN/15/11Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex
BN17 5LF

26th October 2011

We hereby certify this copy to
be a true copy of the original[REDACTED]
Wesley Fort Street, H. Gray
South Palms Road 10
8 South Palms
Chichester
West Sussex PO19 1TA

LB COPY

THIS UNILATERAL PLANNING OBLIGATION is made on 7 December 2011
BETWEEN

1. **SEAWARD PROPERTIES LIMITED** a company incorporated in England and Wales (CRN: 02595439) whose registered office is at Metro House, Northgate, Chichester, West Sussex PO19 1BE **CHARTERGROVE DEVELOPMENTS LIMITED** a company incorporated in England and Wales (CRN: 03567218) whose registered office is at A2 Yeoman Gate, Yeoman Way, Worthing BN13 3QZ ("the WSX332913 Owners") and **RAYMOND TAYLOR** of 25 Park Road, Yapton, Arundel BN18 0JE **REGINALD TAYLOR** of 65 Downview Road, Barnham, West Sussex PO22 0EE **PATRICIA BETTY BIDWELL** of 24 Rife Way, Bognor Regis, West Sussex PO22 7BW and **TERESA TAYLOR** of Lilac Cottage, Sunnybox Lane, Slindon Common, Arundel, BN18 0LX ("the Option Land Owners") (referred to collectively as the "Owner");
2. **SEAWARD PROPERTIES LIMITED** a company incorporated in England and Wales (CRN: 02595439) whose registered office is at Metro House, Northgate, Chichester, West Sussex PO19 1BE (the "Developer");

1 DEFINITIONS

In this Unilateral Planning Obligation, unless the context requires otherwise, the following definitions apply:

"Affordable Housing Commuted Sum"	the sum of £828 to be paid in accordance with paragraph 9 of Schedule 1;
"Act"	the Town and Country Planning Act 1990 as amended;
"Affordable Dwelling Units"	the Dwelling Units to be Provided as Affordable Housing in accordance with paragraph 1 of the First Schedule of this Unilateral Planning Obligation and to be retained in perpetuity as Affordable Housing in accordance with the Council's housing policies and "Affordable Dwelling Unit" shall be construed accordingly;
"Affordable Housing"	housing which may (at the discretion of the Council) comprise Social Housing, Intermediate Renting and Shared Ownership dwellings and may (at the discretion of the Council) include other forms of low cost home ownership or sub-market rented accommodation deemed by the Council to be affordable to people unable to afford market housing in the District of Arun;
"All Requisite Consents"	all requisite consents, orders, agreements, authorisations, licences and permissions required to implement a Scheme;
"Application"	an application in respect of the Land for the Proposed Development and given Council reference BN/15/11;
"Approved Body"	a Registered Provider being one of the Council's preferred partners under its Partnership Agreement or such other Registered Provider or other provider of Affordable Housing approved by the Homes and Communities Agency for receipt of social housing grant, acceptable to the Council (acting reasonably) in accordance with the Council's

	Supplementary Planning Guidance;
"Commenced"	the commencement of the Proposed Development by the carrying out of a material operation on the Land within the meaning of Section 56 of the Act;
"County Council"	WEST SUSSEX COUNTY COUNCIL of County Hall, West Sussex, Chichester, West Sussex, PO19 1RQ acting in its capacity as planning highway library and fire authority
"Council"	ARUN DISTRICT COUNCIL of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN17 5LF
"Director"	the Council's Director of Home and Community from time to time or his authorised representative;
"Disposal"	means a disposal of the Affordable Dwelling Units to an Approved Body whether by the transfer of the freehold or the grant of a long lease for a term of at least 125 years;
"Dwelling Units"	the dwelling units to be constructed on the Land pursuant to the Permission and "Dwelling Unit" means any one of them;
"Fire and Rescue Service Contribution"	the sum to be paid in accordance with paragraph 7 of the First Schedule of this Unilateral Planning Obligation being a contribution towards the provision of fire service infrastructure (excluding fire hydrants) in the vicinity of the Land to serve the additional needs of the community generated by the Proposed Development
"Highway Works"	The works described in Appendix 2
"Highway & Drainage Works Scheme"	A scheme showing the layout design specification and materials and method of construction of the Highway & Drainage Works
"Interest Rate"	the rate of 4% above the base rate from time to time of the Bank of England applicable at the date the relevant contribution under this Unilateral Planning Obligation is paid;
"Intermediate Rented Units"	the Affordable Dwelling Units to be Provided for Intermediate Renting in accordance with paragraph 1 of the First Schedule;
"Intermediate Renting"	where the rental levels shall not exceed 80% of market rents;
"Intermediate Units"	the Affordable Dwelling Units to be provided for Intermediate Renting and or Shared Ownership Units in accordance with paragraph 1.2 of the First Schedule
"Land"	the freehold property known as Land East Of, Goodacres, Bamham, West Sussex, PO22 0JF being registered with absolute title at the Land Registry under title numbers WSX332913 and WSX240954; and shown edged red on the Plan

"Landscape Management Plan"	the landscaping scheme and management plan prepared in accordance with the Permission in respect of the Open Space Land;
"Library Contribution"	the sum payable in accordance with paragraph 5 of the First Schedule of this Unilateral Planning Obligation being a financial contribution towards the costs of providing the additional library infrastructure required to accommodate the extra demands for library services that would be generated by the Proposed Development;
"Management Company"	a company incorporated for the purpose of collecting an income and/or maintenance fees or similar from the residents of the Land to be used for the long term maintenance of the parts of the Land (of which the freehold or leasehold interests have not been transferred to residents) in accordance with the Landscape Management Plan and the Highways & Drainage Works referred to in the First Schedule of this Unilateral Planning Obligation;
"Open Market Units"	all those residential units to be constructed on the Land pursuant to the Permission which are not Affordable Dwelling Units and "Open Market Unit" shall be construed accordingly;
"Open Space Land"	the land to be provided as open space land in accordance with paragraph 4 of the First Schedule of this Unilateral Planning Obligation and identified on the illustrative site plan number 10.017 05 U submitted with the Application which comprises an area of 4300 square metres;
"Operative Date"	the date the Proposed Development is Commenced;
"Owner"	means the party named as such above and includes successors in title
"Partnership Agreement"	the Arun District Council RSL Partnership Joint Commissioning Agreement in force from time to time;
"Permission"	a planning permission to be granted for the Proposed Development granted pursuant to the Application;
"Plan"	the plan attached at Appendix 1 to this Unilateral Planning Obligation;
"Planning Authorities"	the Council and the County Council;
"Planning Obligations"	the obligations, conditions and stipulations set out in the First Schedule to this Unilateral Planning Obligation;
"Proposed Development"	Residential development of 75 dwelling units, access and associated landscaping and works to include 22 affordable housing units with 2x1 bedroom flat, 2x2 bedroom bungalows; 3x2 bedroom houses, 13x3 bedroom houses and 2x4 bedroom houses with the tenure of the Affordable Housing to be 80% Affordable Rented Units and 20% Shared Ownership Units;
"Provide"	in the case of the Affordable Dwelling Units to design and construct such units in accordance with Scheme Development Standards

	published by the Housing Corporation as at the date of this Unilateral Planning Obligation (or equivalent standards) fit for habitation to the reasonable satisfaction of the Council and Provided shall be construed accordingly;
"Registered Provider"	a social landlord registered with the Homes and Communities Agency under the Housing and Regeneration Act 2008;
"Residents"	the residents of the individual Dwelling Units constructed on the Land;
"Section 278/38 Agreement"	An agreement pursuant to section 111 of the Local Government Act 1972 drafted by the County Council and approved by the Developer (Such approval not to be unreasonably withheld or delayed)
"Shared Ownership Units"	the Affordable Dwelling Units to be Provided as shared ownership units for sale in accordance with paragraph 1 of the First Schedule to this Unilateral Planning Obligation;
"Social Housing"	housing provided by an Approved Body at sub-market rents for people defined by the Council as being in housing need;
"Affordable Rented Units"	the Affordable Dwelling Units to be Provided as Social Housing units for rent in accordance with paragraph 1 of the First Schedule;
"Off-Site Play Area Contribution"	the sum payable in accordance with paragraph 4 of the First Schedule of this Unilateral Planning Obligation being a financial contribution towards the cost of providing an off-site play area;

2 BACKGROUND

- (A) The Owner is the registered proprietor of the Land
- (B) The Council is the local planning authority
- (C) The County Council is the local highway authority and the local education authority
- (D) The Developer has the benefit of an agreement with the Option Land Owner for the sale and purchase of the part of the Land comprised in title number WSX240954 and the WSX332913 Owners are registered proprietors of the land comprised in title number WSX332913 and the Developer has by the Application applied to the Council for outline planning permission to carry out the Proposed Development
- (E) The Owner is willing to give an undertaking to perform the obligations set out in this Unilateral Planning Obligation in order to facilitate the grant of the Permission by ensuring that the Council and County Council can regulate the Proposed Development by securing the benefits contained in this undertaking

The parties agree as follows:

3 THE PLANNING OBLIGATIONS

- 3.1 This Unilateral Planning Obligation is made pursuant to the provisions of section 106 of the Act and section 111 of the Local Government Act 1972 and all other powers so enabling and the Planning Obligations are planning obligations for the purposes of section 106 of the Act and are:
 - 3.1.1 binding on the Land and enforceable by the Planning Authorities;
 - 3.1.2 local land charges capable of registration as such by the Council;
 - 3.1.3 to come into effect on the Operative Date.
- 3.2 Nothing in the Planning Obligations shall be construed as restricting the exercise by the Planning Authorities of any powers exercisable by or pursuant to the Act or any amendment or re-enactment of the Act.

4 COMMENCEMENT

- 4.1 Subject to the following proviso the Planning Obligations shall take effect on the Operative Date but not otherwise and if the Permission shall expire prior to the Operative Date then the provisions of this Unilateral Planning Obligation shall cease to have further effect

5 COVENANTS

- 5.1 Subject to clause 5.3 the Owner and Developer covenant with the Council and the County Council (as the case may be) to perform the Planning Obligations and each and every term and condition of them.
- 5.2 Without prejudice to liability for any subsisting breach of the Planning Obligations the Owner and Developer shall not be liable for breach of a Planning Obligation after they have parted with all of their interest in the Land.

- 5.3 Each of the Developer's and Owner's covenants in this Unilateral Planning Obligation (except those in paragraphs 1.3 and 8.1 of the First Schedule) shall be conditional upon;

5.3.1 The implementation of the Permission; and

5.3.2 A finding by the inspector appointed by the Secretary of State to determine the Appeal in respect of each of the Planning Obligations contained in this Deed both that the Obligation satisfies the tests set out in the Community Infrastructure Levy Regulations and that he would not have granted Planning Permission for the Development had the Obligation not been offered.

6 WAIVER

No waiver (whether express or implied) by the Planning Authorities in respect of any breach or default by the Owner in the performance or observation of the Planning Obligations in whole or in part shall constitute a continuing waiver or prevent the Planning Authorities or either of them from enforcing any of the obligations or conditions contained in the Planning Obligations or acting upon any subsequent breach or default of the Planning Obligations by the Owner.

7 FUTURE PERMISSIONS

Save as expressly provided (if at all) nothing in this Unilateral Planning Obligation shall be implied to prohibit or restrict the future development of the Land (or any part of it) in accordance with any planning permission granted after the date of the Permission.

8 CROSS COVENANTS AND INDEMNITIES

- 8.1 The Developer covenants with the Owner that it will not implement the Permission until it has acquired the Land under the Agreement referred to in Clause 2 (D) of this Unilateral Planning Obligation.
- 8.2 The Owner covenants with the Developer that it will not implement the Permission until either the Developer has acquired the Land under the Agreement referred to in Clause 2 (D) of this Unilateral Planning Obligation, or the Option Agreement has lapsed.
- 8.3 The Developer indemnifies the Owner in respect of any liability under this Unilateral Planning Obligation which may arise out of any breach of the Developer's covenant at Clause 8.1.
- 8.4 The Owner indemnifies the Developer in respect of any liability under this Unilateral Planning Obligation which may arise out of any breach of the Owner's covenant at Clause 8.2.

9 INTERPRETATION

- 9.1 Except where the context renders it absurd or impossible every reference to any party to this Unilateral Planning Obligation shall include its or their successors in title, assigns and personal representatives and any other party deriving title from the Owner by and against whom this Unilateral Planning Obligation shall be enforceable as if they had been originally named as parties.
- 9.2 In this Unilateral Planning Obligation:
- 9.2.1 words expressed in any gender shall, where the context so requires or permits, include any other gender;

- 9.2.2 words importing persons shall include bodies corporate and partnerships and other incorporated bodies and vice versa;
- 9.2.3 words expressed in the singular shall, where the context so requires or permits, include the plural and where any party is more than one person:
- a) that party's obligations shall take effect as joint and several obligations;
 - b) anything in this Unilateral Planning Obligation which applies to that party shall apply to all of those persons collectively and each of them separately;
 - c) the benefits contained in this Unilateral Planning Obligation in favour of that party shall take effect as conferred in favour of all of those persons collectively and each of them separately;
- 9.2.4 the headings to clauses are inserted for ease of reference only and shall not affect the construction of the Unilateral Planning Obligation;
- 9.2.5 references in this Unilateral Planning Obligation to anything which any party is required to do or not to do shall include its acts, defaults and omissions, whether direct or indirect on its own account, or for or through any other person, and those which he permits or suffers to be done or not done by any other person;
- 9.2.6 the effect of all obligations affecting the Owner under this Unilateral Planning Obligation is cumulative and no obligation shall be limited or modified by any other obligation unless there is in this Unilateral Planning Obligation an express limitation or modification.

10 THIRD PARTY RIGHTS

This Unilateral Planning Obligation is not intended to (nor does it) enable any rights under the Contracts (Rights of Third Parties) Act 1999.

11 SEVERANCE

If any provision in this Unilateral Planning Obligation shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law, such provisions shall to the extent required be severed from this Unilateral Planning Obligation and rendered ineffective as far as possible without modifying the remaining provisions of this Unilateral Planning Obligation and shall not in any way affect any other circumstances or the validity or enforcement of this Unilateral Planning Obligation and in the event of any such deletion the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted.

IN WITNESS of which this document has been duly executed as a deed and delivered on the date stated at the beginning of this document.

FIRST SCHEDULE

The Planning Obligations

1 AFFORDABLE HOUSING

- 1.1 Not to sell, transfer, occupy or cause or allow the occupation of the 26th Open Market Unit until 50% of the Affordable Dwelling Units shall have been Provided and transferred to the Registered Provider in accordance with the provisions below PROVIDED THAT if paragraph 1.7 below applies and the commuted sum referred to is paid then all of the Open Market Units may be occupied.
- 1.2 The Affordable Dwelling Units shall (unless otherwise agreed in writing by the Council) be of the following size mix and tenure in the location shown on plan 10.017 05 U, being the illustrative site plan accompanying the Application:
- (a) 18 Affordable Rented Units in the form of:
- 2 x four bedroom houses;
 - 2 x two bedroom bungalows;
 - 1 x two bedroom houses;
 - 13 x three bedroom houses.
- (b) 4 Shared Ownership Units in the form of:
- 2 x two bedroom houses;
 - 2 x one bedroom flats.
- 10% of the Affordable Dwelling Units shall be designed to Lifetime Homes standards
- 1.3 On the grant of the Permission or no more than two months after to:-
- 1.3.1 notify the Council in writing of up to 3 Registered Providers with their contact details names and addresses to whom the Owner and/or the Developer intends to market /offer to sell the Affordable Dwelling Units at a price of no more than 65% of their open market value for the Affordable Rented Units and 80% of their open market value for the Shared Ownership Units in accordance with the provisions of this Schedule
- 1.3.2 On the grant of the Permission or no more than two months after make a valid (as determined and accepted by the Homes and Communities Agency "HCA" application "the Application" for funding to the HCA, which is supported by ADC I, in respect of the Affordable Dwelling Units .
- 1.3.3 to notify the Council in writing within ten working days of the decision of HCA on the Application being received by the Owner /Developer as to whether the application for grant has been approved (in part or in full) or refused ("the Decision").
- 1.3.4 within one month from the Council receiving notification of the Decision pursuant to Paragraph 1.3.3 above the Council may notify in writing the Owner and/or the Developer of any additional Registered Providers to whom the Owner and/or the

Developer shall offer to enter into negotiation to transfer the Affordable Dwelling Units ("the ADC Notification").

- 1.4 The Owner and/or the Developer shall within 14 days of the ADC Notification offer to sell the Affordable Dwelling Units to no more than three of the Registered Providers on the basis that:

- (i) grant or public subsidy is available or
- (ii) no grant or public subsidy is available

and shall use its reasonable endeavours to negotiate a sale of the Affordable Dwelling Units to the said Registered Providers it chooses which express an interest in acquiring the Affordable Dwelling Units.

- 1.5 The sale price of the Affordable Dwelling Units will not exceed 65% of their open market value for the Affordable Rented Units and 80% of their open market value for the Shared Ownership Units and the open market value shall be agreed between the parties within one month of the offer being made by the Owner/Developer to the Registered Providers and if the parties cannot agree then the matter shall be referred to arbitration. Any dispute or difference arising between the parties with regard to the open market value shall be referred to the decision of a single 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.

- 1.6 If the offer to sell the Affordable Dwelling Units is not accepted by a Registered Provider within the period of 3 months of the ADC Notification or such other period as shall have been approved by the Council then the procedures in paragraph 1.3 of this Schedule shall be repeated on one further occasion with the Registered Providers nominated in writing by the Council if the Council so elect.

- 1.7 In the event that:

- (i) no grant or other public subsidy is available and/or
- (ii) no offer is received from a Registered Provider after the first offer and the second offer described above in paragraphs 1.4 and 1.6 then the Owner shall pay the Council a commuted sum in lieu of on site provision of the Affordable Dwelling Unit. For the avoidance of doubt the commuted sum referred to in this paragraph 1 is not the Affordable Housing Commuted Sum referred to in paragraph 9 below.

- 1.8 The commuted sum referred to in paragraph 1.7 above shall be calculated on the basis of the Affordable Housing Prices set out in the Council's latest Affordable Housing Viability Report. The Report sets a prescribed mechanism to determine the value of any commuted sum payable to ADC in-lieu of an on-site provision of Affordable Housing before providing them as Shared Ownership or Shared Equity Units

- 1.9 The provisions of paragraph 1 of this Schedule shall not be binding or enforceable against:-

- 1.9.1 any mortgagee or receiver appointed by such mortgagee of the Affordable Dwelling Units or any parts of them who shall exercise power of sale pursuant to statutory powers or the provisions of any mortgage or charge save that this paragraph shall apply only following transfer of the Affordable Dwelling Units by the Owner to a Registered Provider

- 1.9.2 any occupier of any Affordable Dwelling Unit who shall exercise a any statutory right to buy or acquire the Affordable Dwelling Unit
- 1.9.3 any shared ownership lessee exercising the right to staircase to 100% equity share in any Affordable Dwelling Unit and
- 1.9.4 any successor in title either directly or indirectly from any of the persons mentioned in sub clauses 1.9.1, 1.9.2 or 1.9.3 above

2 SECTION 106 MONITORING FEE

It is acknowledged that the Council is authorised to apply 5% of all contributions paid to the Council pursuant to this Unilateral Planning Obligation towards its Section 106 Monitoring Fee

3 INTEREST

In respect of any sums due to the Council under this Unilateral Planning Obligation but not paid on the due date to pay interest on such sums at the Interest Rate from the due date for payment until actual payment and any such interest shall be treated as part of the relevant contribution.

4 OPEN SPACE LAND

- 4.1 On or before the Operative Date submit to the Council and obtain the written approval of the Council (such approval not to be unreasonably withheld or delayed) to a Landscape Management Plan in respect of the Open Space Land to include long term design objectives management responsibilities and maintenance schedules for the Open Space Land and a timetable for implementation of the works required under the Landscape Management Plan.
- 4.2 To provide and lay out prior to first occupation of the 35th Dwelling Unit on the Land the Open Space Land including preparation, topsoil and planting of grass, shrubs and trees in accordance with the Landscape Management Plan and thereafter to carry out all ongoing works of maintenance improvement and repair of the Open Space Land strictly in accordance with the Landscape Management Plan and this paragraph.
- 4.3 To pay to the Council the Off-Site Play Area Contribution of £50,000 on or before first occupation of the 35th Dwelling Unit.
- 4.4 Not to cause or allow first occupation of the 35th Dwelling Unit before the Off-Site Play Area Contribution shall have been paid.
- 4.5 Not to permit first occupation of the 35th Dwelling Unit on the Land until the Open Space Land has been provided in accordance with paragraphs 4.1 to 4.2 and thereafter not to use the Open Space Land other than as open space land available to the Residents and the general public in perpetuity on the following terms:
 - 4.5.1 to ensure the Open Space Land is kept clean and tidy and maintained in accordance with the Permission and the Landscape Management Plan including the replanting of plants which may have died or are otherwise removed;
 - 4.5.2 to ensure that there is easy access to the Open Space Land by the Residents and the general public;
 - 4.5.3 to ensure the future maintenance of the Open Space Land and to undertake such financial and practical measures as are necessary for the implementation of such

future maintenance and not to allow first occupation of the 35th Dwelling Unit on the Land prior to providing to the reasonable written satisfaction of the Council evidence that the future maintenance of the Open Space Land is assured, which evidence may be the transfer of the freehold interest in such land to a management company approved by the Council (such approval not to be unreasonably withheld or delayed and acting reasonably) being a company controlled by the Residents or the transfer of the freehold interest in the Open Space land to the Council and in either case which provides for an income to cover the cost of the long term maintenance of the Open Space Land in accordance with the Landscape Management Plan and the provisions contained in this paragraph;

- 4.5.4 save as may otherwise be provided in the Permission or in a separate grant of planning permission, not to erect or allow to be erected any fences, gates, walls or structures on the Open Space Land provided that the erection of temporary fences by the Owner during the construction of the Proposed Development shall not be a breach of this obligation;
- 4.5.5 in the event of any change in the person or persons responsible for the maintenance of the Open Space Land to notify the Director in writing of the names and addresses of such person or persons who are to take over responsibility for such maintenance.

5 LIBRARY CONTRIBUTION

- 5.1 To pay to the County Council on or before the Operative Date the Library Contribution.
- 5.2 Not to cause or allow first occupation of any Dwelling Unit before the Library Contribution shall have been paid.
- 5.3 The Library Contribution shall be the sum Eleven Thousand Five Hundred and Forty Five Pounds (£11,545) increased by an amount equal to the proportionate increase in the All-In Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors between the quarter preceding the date of this Unilateral Planning Obligation and the quarter preceding the date of payment of the Library Contribution.
- 5.4 If the Library Contribution is not paid to the County Council on or before the Operative Date to pay to the County Council in addition interest at the Interest Rate from the Operative Date until the actual date of payment and any such interest shall be treated as part of the Library Contribution.

6 HIGHWAY & DRAINAGE WORKS

- 6.1 The Owner and Developer intend to connect the Proposed Development to the mains sewers for foul drainage. Prior to the Operative Date to submit a Highway & Drainage Works Scheme detailing the Highway & Drainage Works to the County Council for approval provided that where a Highway & Drainage Works Scheme is not approved by the County Council a revised Highway & Drainage Works Scheme shall be submitted to the County Council within 14 days of receipt of notice in writing from the County Council that the previous Highway & Drainage Works Scheme is not approved.
- 6.2 Once the County Council has approved a Highway & Drainage Works Scheme ("The Approved Highway & Drainage Works Scheme") to obtain All Requisite Consents including without limitation entering into any Section 278/38 Agreement with the County Council necessary to facilitate the carrying out of the Highway & Drainage Works and to pay a bond to the County Council on completion of the Section 278/38 Agreement as security for the Approved Highways & Drainage Works of £94,000, such sum to be refundable on completion

of the Approved Highways & Drainage Works in accordance with the Section 278/38 Agreement.

- 6.3 After All Requisite Consents have been obtained to carry out in full the Highway & Drainage Works in accordance with the Approved Highways & Drainage Works Scheme and to complete the Highway & Drainage Works prior to first occupation of any part of the Proposed Development, *and to pay the Highways Contribution in clause 3 of Appendix 2* *Specified in Appendix 2*
- 6.4 In the event that the Proposed Development cannot be attached to the mains sewers for foul drainage then:
- 6.4.1 prior to the occupation of the 1st Dwelling Unit to set up or appoint a Management Company to manage and co-ordinate the maintenance works required in respect of the foul sewer treatment plant maintenance schedule referred to in the Highway & Drainage Works Scheme on behalf of the Owner and their individual successors in title to the Dwelling Units.
- 6.4.2 the Owner (which shall bind each and every successor in title to the Dwelling Units built as part of the Proposed Development) hereby covenants to keep engaged or employed a Management Company to carry out all maintenance works required by the foul water treatment plant maintenance schedule referred to in the Highway & Drainage Works Scheme and every owner of the Land shall contribute financially (in equal terms) to the said engagement or employment of the Management Company.
- 6.4.3 the Owner further covenants to engage or employ a Member of the Institute of Civil Engineers to (i) supervise all works carried out by the Management Company set up in accordance with paragraphs 6.4 and 6.5 such supervision to include inspection on site of all works required by the foul water treatment plant maintenance schedule and also to keep appropriate written records of the work undertaken and to submit a written report annually to the Management Company specifying the work undertaken and his supervision of it and (ii) to advise the said Management Company and the Owner in respect of any maintenance procedures required in addition to the routine requirements of the foul water treatment plant maintenance schedule and the Owner covenants to carry out such additional maintenance works as advised by the said Civil Engineer.
- 6.4.4 the Owner (which shall bind each and every successor in title to the Dwelling Units built as part of the Proposed Development) hereby covenants that they will continue to maintain the foul water treatment plant regardless of whether the Management Company appointed under paragraph 6.4 continues to be employed or appointed under paragraph 6.5 or any subsequent Management Company is subsequently employed to carry out such obligations on behalf of the Owner.
- 6.4.5 the Owner covenants that they or the Management Company employed on their behalf will from time to time prepare produce and circulate to all occupiers of the Dwelling Units forming part of the Proposed Development an operation and maintenance manual for the foul water treatment plant.
- 6.4.6 to undertake the consultation and preparation of plans as necessary for the making of any traffic regulation orders as required as part of the Approved Highway & Drainage Works Scheme.

7 FIRE AND RESCUE SERVICE CONTRIBUTION

- 7.1 To pay to the County Council on or before the Operative Date the Fire and Rescue Service Contribution
- 7.2 Not to cause or allow first occupation of any Dwelling Unit before the Fire and Rescue Service Contribution shall have been paid
- 7.3 The Fire and Rescue Service Contribution shall be the sum of One Thousand Four Hundred and Nine pounds (£1,409) increased by an amount equal to the proportionate increase in the All-In Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors between the quarter preceding the date of this Unilateral Planning Obligation and the quarter preceding the date of payment of the Fire and Rescue Service Contribution
- 7.4 If the Fire and Rescue Service Contribution has not been paid to the County Council on or before the Operative Date to pay to the County Council in addition interest at the Interest Rate from the Operative Date until the actual date of payment and any such interest shall be treated as part of the said contribution
- 7.5 The Owner and Developer covenants that they will provide two fire hydrants as part of the Proposed Development in accordance with the County Council's requirements.

8 NOTIFICATION

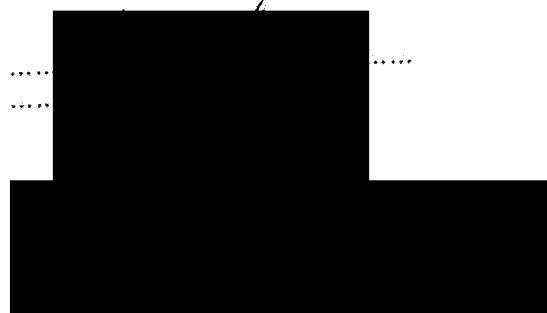
- 8.1 To give notice to both the Council and the County Council of the Operative Date not less than 14 days before such date (the "Commencement Notice")
- 8.2 If the Proposed Development is Commenced but a Commencement Notice has not been served as required under paragraph 8.1 above then the Council or the County Council (as the case may be) shall be entitled in its absolute discretion to determine the Operative Date and shall give notice to the Owner of its determination.

9 AFFORDABLE HOUSING COMMUTED SUM

- 9.1 To pay to the Council on or before the Operative Date the Affordable Housing Commuted Sum
- 9.2 The Affordable Housing Commuted Sum shall be the sum of £828.00 PROVIDED THAT the Affordable Housing Commuted Sum shall be increased by an amount equal to the proportionate increase in the Nationwide House Price Index (or such other index used by the Council from time to time to calculate affordable housing commuted sums) between the quarter preceding the date of this Unilateral Planning Obligation and the quarter preceding the Operative Date
- 9.3 Not to cause or allow the Proposed Development to be Commenced before the Affordable Housing Commuted Sum shall have been paid.

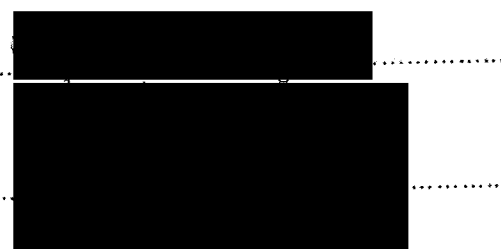
Signed as a deed by Raymond Taylor

In the presence of:



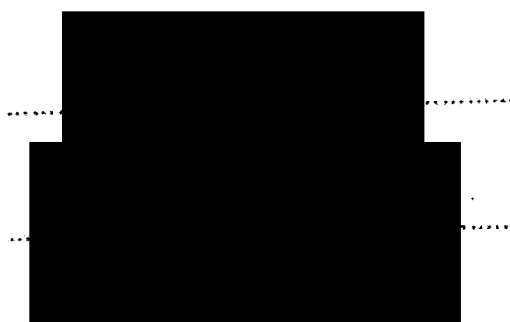
Signed as a deed by Reginald Taylor

In the presence of:



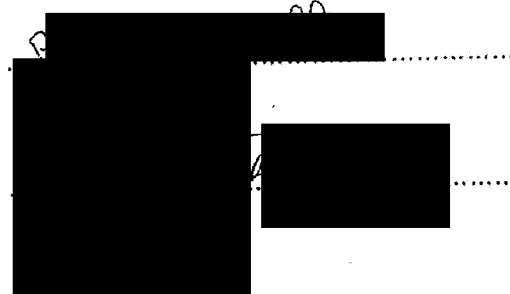
Signed as a deed by Teresa Taylor

In the presence of:



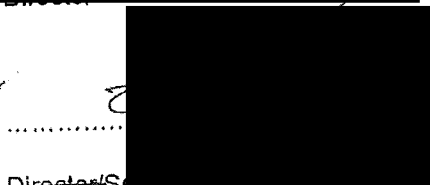
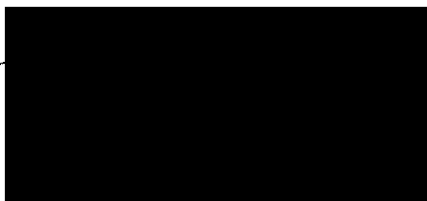
Signed as a deed by Patricia Betty
Bidwell

In the presence of:



Signed as a deed by Seaward
Properties Limited

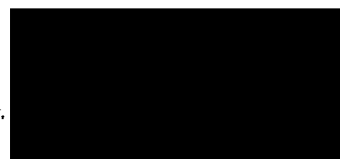
acting by a director and its
secretary/two directors



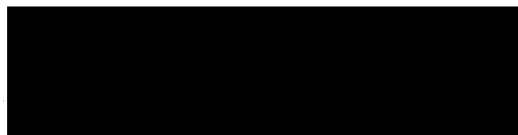
Director/Secretary

Signed as a deed by Chartergrove
Developments Limited

acting by a director and its
secretary/two directors

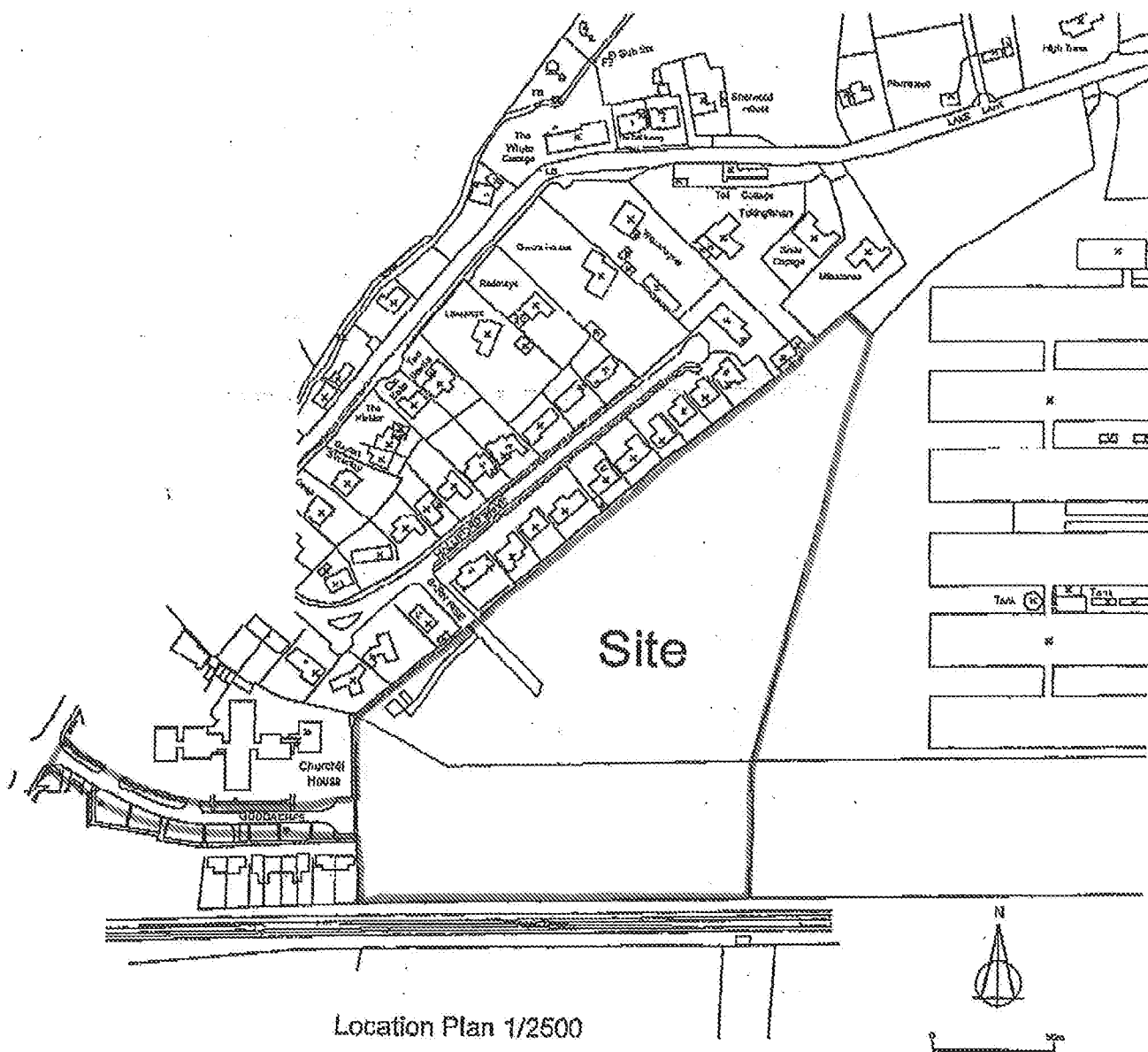


Director



Director/Secretary

Appendix 1 - P&N

[illegible]

Appendix 2

Highways

Highways

1. Localised widening of the southern kerbline of Goodacres to provide for a designated layby allowing existing parking on Goodacres to relocate allowing two way movements to the development site, as illustrated on RGP Drawing Number 2009 / 1102 / 001 / Revision B (Proposed Off-Site Works).
2. Construction of a build-out on the eastern kerbline of Lake Lane, south of the junction with Goodacres to provide for uncontrolled pedestrian crossing of Lake Lane, as illustrated on RGP Drawing Number 2009 / 1102 / 001 / Revision B (Proposed Off-Site Works).
3. Construction of a signal controlled pedestrian crossing point on Barnham Road in place of the existing uncontrolled pedestrian crossing to provide for pedestrian movements across Barnham Road, as illustrated on RGP Drawing Number 2009 / 1102 / 001 / Revision B (Proposed Off-Site Works).

