Dated 3rd September 2018

(1) CONSTANTINE EDMUND WALTER PHIPPS & LADY LEPEL SOPHIA KORNICKA ~~& LADY EVELYN ROSE BUCHAM~~ & EDMUND BARNABAS KORNICKI

- and -

(2) CHRISTOPHER WILTSHIRE & GRAHAM PIERS BAILEY

- and -

(3) SUSAN BRIDGET BURDIN & TIMOTHY JOHN ROSS & ANNABEL JANE MORRIS

- and -

(4) MARTIN PETER THORINGTON BURN & CATHERINE LOIS SHORT

- and -

(5) JUDITH MARIAN STEMP

- and -

(6) MULGRAVE PROPERTIES LLP

- and -

(7) ARUN DISTRICT COUNCIL

- and -

(8) WEST SUSSEX COUNTY COUNCIL

AGREEMENT

under Section 106 of the Town & Country Planning Act 1990

and other powers

Land West of Church Lane and South of Horsemere Green Lane, Climping,

West Sussex

WALKER MORRIS LLP
Kings Court
12 King Street
LEEDS
LS1 2HL
[redacted]

ARUN DISTRICT COUNCIL CM/1/17/OUT

This **AGREEMENT** is dated 3rd September 2018 and is made between:

(1) **CONSTANTINE EDMUND WALTER PHIPPS, LADY LEPEL SOPHIA KORNICKA, ~~LADY EVELYN ROSE BUCHAM~~** and **EDMUND BARNABAS KORNICKI** care of Withers LLP, 16 Old Bailey, London EC4M 7EG ("**First Owner**"); and

(2) **CHRISTOPHER WILTSHIRE** of 11 Burlington Road, Ipswich, Suffolk IP1 2HS and **GRAHAM PIERS BAILEY** of the Mansions, 2 School Road, Brewood, Stafford, Staffordshire ST19 9DS ("**Second Owner**"); and

(3) **SUSAN BRIDGET BURDIN** of Carrer des Sol, 3 Fornalutx, 07109, Mallorca, Spain and **TIMOTHY JOHN ROSS** of Orquidea, 218 Las Delicias, Cuernavaca, Morelos, Mexico and **ANNABEL JANE MORRIS** of 156 Casuarina Row, Sunset Crest, Holetown, St James, Barbados ("**Third Owner**"); and

(4) **MARTIN PETER THORINGTON BURN** of Avalon, South Strand, East Preston, Littlehampton, West Sussex BN16 1PN and **CATHERINE LOIS SHORT** of 44 Kingsland Road, Worthing, West Sussex BN14 9ED ("**Fourth Owner**"); and

(5) **JUDITH MARIAN STEMP** of Lieu Dit Briffaud 47800 Armillac France ("**Fifth Owner**"); and

(6) **MULGRAVE PROPERTIES LLP** (LLP Registration No. OC382661) whose registered office is at Unit D, Chessingham Park, Common Road, Dunnington, York, England YO19 5SE ("**Applicant**"); and

(7) **ARUN DISTRICT COUNCIL** of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN17 5LF ("**ADC**"); and

(8) **WEST SUSSEX COUNTY COUNCIL** of County Hall, West Street, Chichester, West Sussex, PO19 1RQ ("**WSCC**")

together the "**Parties**" and reference to "**Party**" shall be construed accordingly.

1. Background

1.1 The First Owner is the registered proprietor of the part of the Land registered under title number WSX349630 ("**First Owner's Land**").

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1.2 The Second Owner is the registered proprietor of the part of the Land registered under title number WSX240165.

1.3 The Third Owner is the registered proprietor of the part of the Land registered under title number WSX87492.

1.4 The Fourth Owner is the registered proprietor of the part of the Land registered under title number WSX87493.

1.5 The Fifth Owner is the registered proprietor of the part of the Land registered under title number WSX87491.

1.6 The Owners have entered into a promotion agreement dated 26th February 2016 for the development of the Land.

1.7 ADC is the local planning authority and authority responsible for housing, public open spaces including culture, leisure and sports facilities, liaison with the National Health Service (NHS) and transfer of the NHS Contribution to the NHS and liaison with Sussex Police and transfer of the Police Contribution to Sussex Police.

1.8 WSCC is the county planning authority, the highway authority, the education authority and the authority responsible for the provision of libraries and fire and rescue services.

1.9 The Applicant has by the Application applied to ADC for the Planning Permission to develop the Land for the Development.

1.10 The Applicant has submitted the Appeal in relation to the ADC's refusal of the Application.

1.11 The Owners have agreed to enter into this Agreement to give planning obligations to ADC and WSCC upon the terms and subject to the conditions herein.

2. Interpretation

In this Agreement:

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

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

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

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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 or 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 Any covenant by the Owners not to do any act or thing shall be deemed to include a covenant not to cause permit or suffer the doing of that act or thing.

2.10 In this Agreement, unless the context requires otherwise, the following definitions apply:

"**Act**"	means the Town & Country Planning Act 1990;
"**ADC Contributions**"	means the NHS Contribution, the Police Contribution, the Sports 3G Pitch Contribution, the Sports Hall Contribution, the Sports Pitch Contribution, and the Swimming Pool Contribution as listed within paragraph 2 of the Third Schedule;
"**Affordable Housing**"	means affordable housing as defined in Annex 2 Glossary of the National Planning Policy Framework;
"**Affordable Housing Commuted Sum**"	means in the event that paragraph 1.8.2 of the Third Schedule is applicable, a sum calculated in accordance with the following formula: X multiplied by Y = Affordable Housing Commuted Sum Where: X = £80,000; and

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Y = the number of Affordable Housing Units which will not be provided on the Site as part of the Development in accordance with the terms of this Agreement

such sum to be applied by ADC towards providing and / or improving Affordable Housing within the District of Arun;

"Affordable Housing Plan" means a plan identifying the location of the Affordable Housing Units and the Affordable Housing Land to include the tenure of the Affordable Housing Units, plot boundaries, garden areas and the location of parking spaces for each of the Affordable Housing Units;

"Affordable Housing Provider" means a registered provider of affordable housing registered under the Housing and Regeneration Act 2008 with the Homes England who is either on the ADC list of Approved Affordable Housing Providers (annexed at Appendix 1) or any company or other body approved by the Homes England for receipt of social housing grant as may be proposed by the Owners and specifically approved by ADC in writing for the purposes of this Agreement;

"Affordable Housing Units" means 30% of the Dwelling Units to be provided as Affordable Housing in accordance with the terms of this Agreement comprising a target tenure split of 75% Affordable Rented Units and 25% Intermediate Housing Units (unless the tenure target is varied in accordance with an Approved Affordable Housing Plan and / or Reserved Matters Approval(s)) and **"Affordable Housing Unit"** shall be construed accordingly;

"Affordable Rented Units" means 75% of the Affordable Housing Units consisting of Affordable Housing let by local authorities or Affordable Housing Providers to households who are eligible for social rented housing subject to rent controls that require a rent of no more than 80% of the local market rent (inclusive of service charge where applicable) or such other amount as may be

	prescribed by the Homes and Communities Agency and if rents cease to be regulated then the rent shall be agreed in writing with ADC;
"agreed" or **"approved"**	means agreed or approved in writing and given for the purpose of this Agreement;
"All Requisite Consents"	means all requisite consents, orders, agreements, licenses or permissions required to implement a scheme;
"Appeal"	means the appeal (PINS Reference No. APP/C3810/W/17/3187601) lodged on behalf of the Applicant against the Council's refusal, dated 5 September 2017, of the Application
"Application"	means the planning application number CM/1/17/OUT made by the Applicant for outline planning permission to develop the Land;
"Approved Affordable Housing Plan"	has the meaning ascribed in paragraph 1.1 of the Third Schedule;
"Approved Community Buildings Scheme"	has the meaning ascribed in paragraph 3.1 of the Third Schedule;
"Approved Highway Works Scheme"	has the meaning ascribed in paragraph 3.3 of the Fourth Schedule;
"Approved Public Open Space Scheme"	has the meaning ascribed in paragraph 4.1 of the Third Schedule;
"Brookpits Lane Contribution"	means the sum of £10,000.00 to be paid to WSCC and to be used for improvements to the public byway along Brookpits Lane;
"CCG"	means the Coastal West Sussex Clinical Commissioning Group;
"Commencement Notice"	means notice in the form annexed to this Agreement as the First Schedule;
"Commencement of	means the carrying out of a material operation as defined in

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Development"	section 56(4) of the Act in respect of the Development but excluding for the purposes of this Agreement and for no other purpose) any operation relating to works of investigations in respect of land contamination or remedial action in respect thereof enabling works site clearance archaeological investigations and digs exploratory boreholes operations permitted by the Town and Country Planning General Permitted Development) Order 1995 the erection of hoardings and fencing temporary diversion of services and signage (including the formation of temporary construction accesses) and "**Commence Development**" shall be construed accordingly;
"**Committed**"	means for the purposes of paragraph 4 of the Fifth Schedule monies shall be deemed to have been committed if ADC has entered into any contract or given any undertaking (whether enforceable in law or otherwise) the performance or fulfillment of which will require ADC to expend funds in the future and such monies are so expended no later than 12 months beyond the specified repayment date;
"**Community Buildings**"	means: 1. a community building with car parking spaces up to 875 sqm net for community uses (Use Class D1, non-residential institutions) on ground floor ("**D1 Community Building**"); and 2. a building (up to 530 sqm net internal floorspace) for retail use (Use Class A1) ("**A1 Community Building**") to be provided as part of the Development in accordance with the Planning Permission, Reserved Matters Approval and the Approved Community Buildings Scheme and "**Community Building**" shall be construed accordingly;
"**Community Building A1**	means an occupier of the A1 Community Building from time

Operator"	to time;
"Community Building D1 Operator"	means an occupier of the D1 Community Building from time to time;
"Community Building Land"	means an area within the Land capable of accommodating the Community Buildings and Serviced with access provided to its boundary in a location to be agreed in writing between the Owners and ADC and in accordance with the provisions of paragraph 3 of the Third Schedule;
"Community Building Marketing Strategy"	means the strategy for the extensive marketing advertising and promotion of the Community Buildings as more particularly described in paragraph 3.2.3 of the Third Schedule;
"Community Building Scheme"	means a scheme relating to the provision of the Community Buildings such scheme to include details relating to: 1. the precise location of the Community Buildings on the Land; 2. the specification; 3. a programme of implementation for the delivery and completion of the Community Building;
"Completion Period"	has the meaning ascribed in paragraph 1.10.1(e) of the Third Schedule;
"County Council Guidance Note"	means the guidance note published by the WSCC entitled "Guidance Note The Provision of Fire Hydrants and an Adequate Water Supply for Fire Fighting" or such other publication as may replace it as attached at Appendix 2;
"Crookthorn Lane Footway Contribution"	means the sum of £35,000.00 to be paid to WSCC and to be used for the provision of and / or improvements to a footway along Crookthorn Lane as shown on Drawing No. 4724/17;
"Decision Letter"	means the letter issued by the Inspector or the Secretary of State determining the Appeal;

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"Development"	means the development of the Land for the erection of up to 300 dwellings and ancillary development comprising open space, a building within use class D1 (non-residential Institutions) of up to 875 square metres net, a building for A1 (shops) use having a floor area of up to 530 sq. metres net, together with open space and ancillary works, including car parking and drainage arrangements, with appearance, landscaping, layout and scale wholly reserved for subsequent approval. The access detail, showing the points of access to the development, and indicated on Bellamy Roberts drawings numbered 4724/004B & 4724/005 are access proposals to be determined as part of the Application;
"Disposal"	means the lease on an open market commercial basis or a freehold disposal of the A1 Community Building and / or the D1 Community Building and **"Disposal"** shall be construed accordingly;
"Dwelling Unit"	means a residential dwelling forming part of the Development and **"Dwelling Units"** shall be accordingly construed;
"Education Contribution"	means collectively the Primary Education Contribution, the Secondary Education Contribution and the Sixth-Form Education Contribution;
"Final Dwelling Mix"	has the meaning ascribed in paragraph 2.2 of the Third Schedule;
"Fire and Rescue Contribution"	means the financial contribution to be calculated in accordance with paragraph 4.1.5 of the Fourth Schedule to be paid to WSCC and to be used towards the re-development or re-location of fire stations and associated vehicles and equipment in West Sussex Fire Rescue Services Southern Area serving Climping;
"Fire Hydrants"	means the fire hydrants to be provided within the Development in accordance with the County Council Guidance Note;

"**Future Highway Works**" means works that may be carried out by WSCC in connection with other Local Plan developments in order to provide a new junction layout at the Oystercatcher junction (A259 / Yapton Road) to include any associated drainage, landscaping, lighting, signage and service media;

"**Highway Works**" means the provision of the following:

1. a new roundabout at the A259 / Church Lane junction, including re-alignment of Church Lane, access to the Land, new junction with Crookthorn Lane and pedestrian crossing points / islands as shown indicatively on Drawing No. 4724/13 attached to this Agreement at Appendix 3 or as otherwise agreed in writing by WSCC;

2. Removal of existing roundabout as shown indicatively on Drawing No. 4724/13 attached to this Agreement at Appendix 3 or as otherwise agreed in writing by WSCC;

3. Provision of bus laybys to the north and south of A259 with bus shelters as shown indicatively on Drawing No. 4724/13 attached to this Agreement at Appendix 3 or as otherwise agreed in writing by WSCC;

4. Provision of a signal controlled pedestrian crossing on A259 adjacent to the bus laybys as shown indicatively on Drawing No. 4724/13 attached to this Agreement at Appendix 3 or as otherwise agreed in writing by WSCC;

5. T-junction access from the Land onto Horsemere Green Lane as shown indicatively on Drawing No. 4724/005 attached to this Agreement at Appendix 3 or as otherwise agreed in writing by WSCC;

6. Church Lane old alignment to be retained and

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landscaped to provide a new cycle route as shown indicatively on Drawing No. 4724/13 attached to this Agreement at Appendix 3 or as otherwise agreed in writing by WSCC;

7. provision of cycle routes to link with new site and existing / proposed WSCC cycle routes as shown indicatively on Drawing No. 4724/13 attached to this Agreement at Appendix 3 or as otherwise agreed in writing by WSCC; and

8. detailed designs to ensure that the 3m pedestrian / cycleway shared use route will be provided on the northwest side of the new Church lane / A259 junction as shown indicatively on Drawing No. 4724/13 attached to this Agreement at Appendix 3 or as otherwise agreed in writing by WSCC;

subject to any variations to the above works that may be agreed and to be delivered in accordance with the Highway Works Scheme;

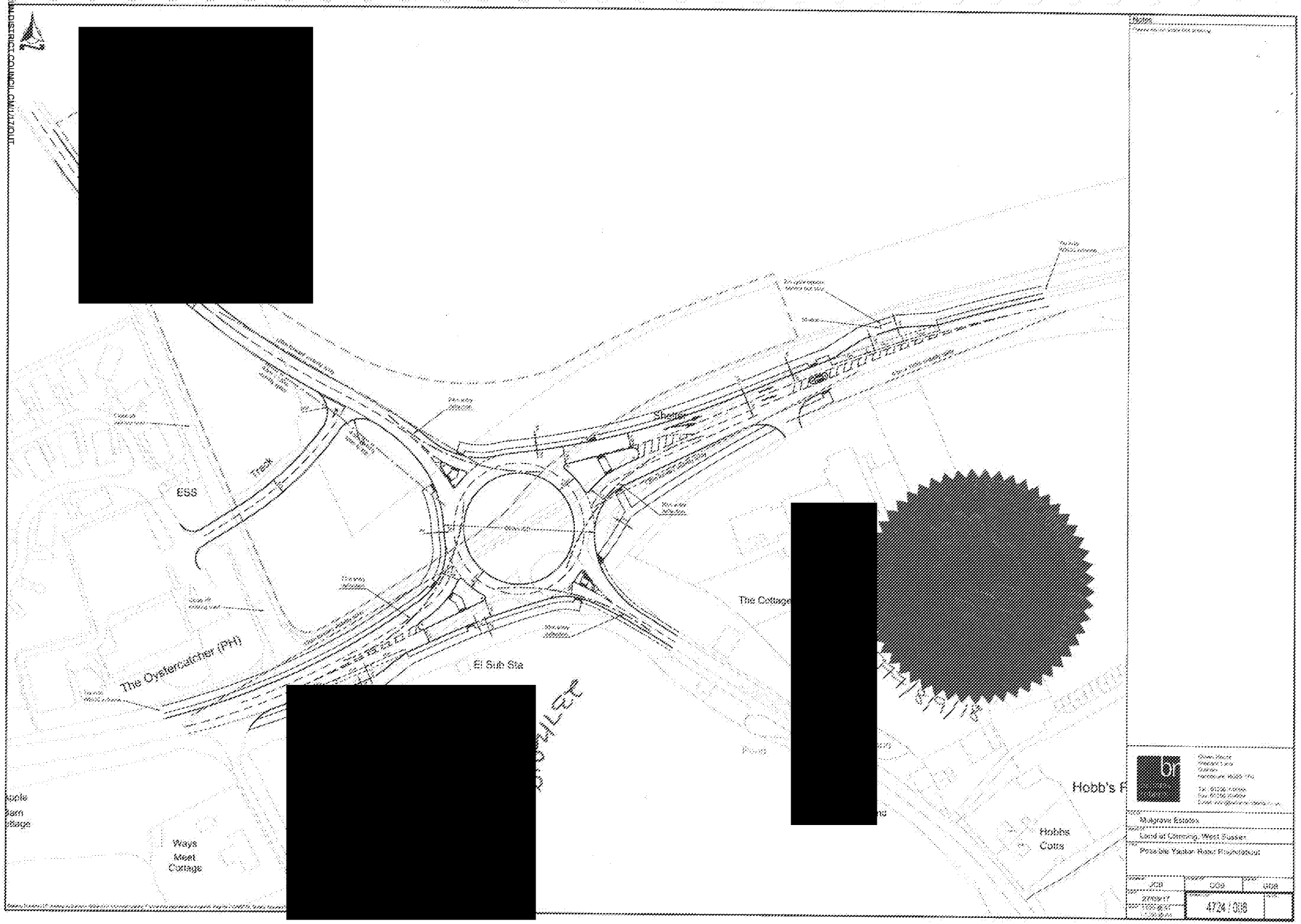
"Highway Works Scheme" means a scheme in respect of the Highway Works and delivered in accordance with paragraph 2 of the Fourth Schedule of this Agreement;

"Highway Works Land" means an area of approximately 1.64 ha consisting of part of the First Owner's Land shown edged with a broken orange line on Drawing No. 4724/008 annexed hereto to be set aside and safeguarded for the Future Highway Works (subject to any further application by WSCC for planning permission or Reserved Matters Approval) in accordance with paragraph 2 of the Fourth Schedule;

"Homes England" means Homes England or any bodies undertaking the existing functions of Homes England within the meaning of Part 1 of the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement or re-enactment of such Act);

"Indicative Dwelling Mix"	means the indicative dwelling mix set out at the Seventh Schedule;
"Inspector"	means an inspector appointed by the Secretary of State to determine the Appeal pursuant to Schedule 6, of the Act;
"Intermediate Housing Units"	means 25% of the Affordable Housing Units comprising Affordable Housing for sale and rent provided at a cost above social rent but below market levels which can included shared equity (shared ownership and equity loans) other low cost homes for sale and intermediate rent but not Affordable Rented Units;
"Land"	means all that land West of Church Lane and South of Horsemere Green Lane, Climping as shown for identification purposes only edged red on the Plan;
"Library Contribution"	means the financial contribution calculated in accordance with paragraph 4.1.8 of the Fourth Schedule and to be paid to WSCC to be used towards a project to enhance library space with improved digital access at Littlehampton Library;
"Management Company"	means a limited company or companies registered at Companies House which may already be in existence or which may be formed by the Owners for the purposes of carrying out future maintenance of the Public Open Space and: 1. which is incorporated in England and Wales or Scotland; 2. which has a registered office in England or Scotland; and 3. whose primary objects permit it to maintain and renew the Public Open Space;
"Market Housing Units"	means Dwelling Units within the Development which are not Affordable Housing Units and **"Market Housing Unit"** shall be construed accordingly;

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Shelter
Track
ESS
The Oystercatcher (PH)
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The Cottage
Ways
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Cotts
Notes
Malgrave Estates
Land at Climping, West Sussex
Possible Yapton Road Roundabout
JOB
DRG
4724 / 016

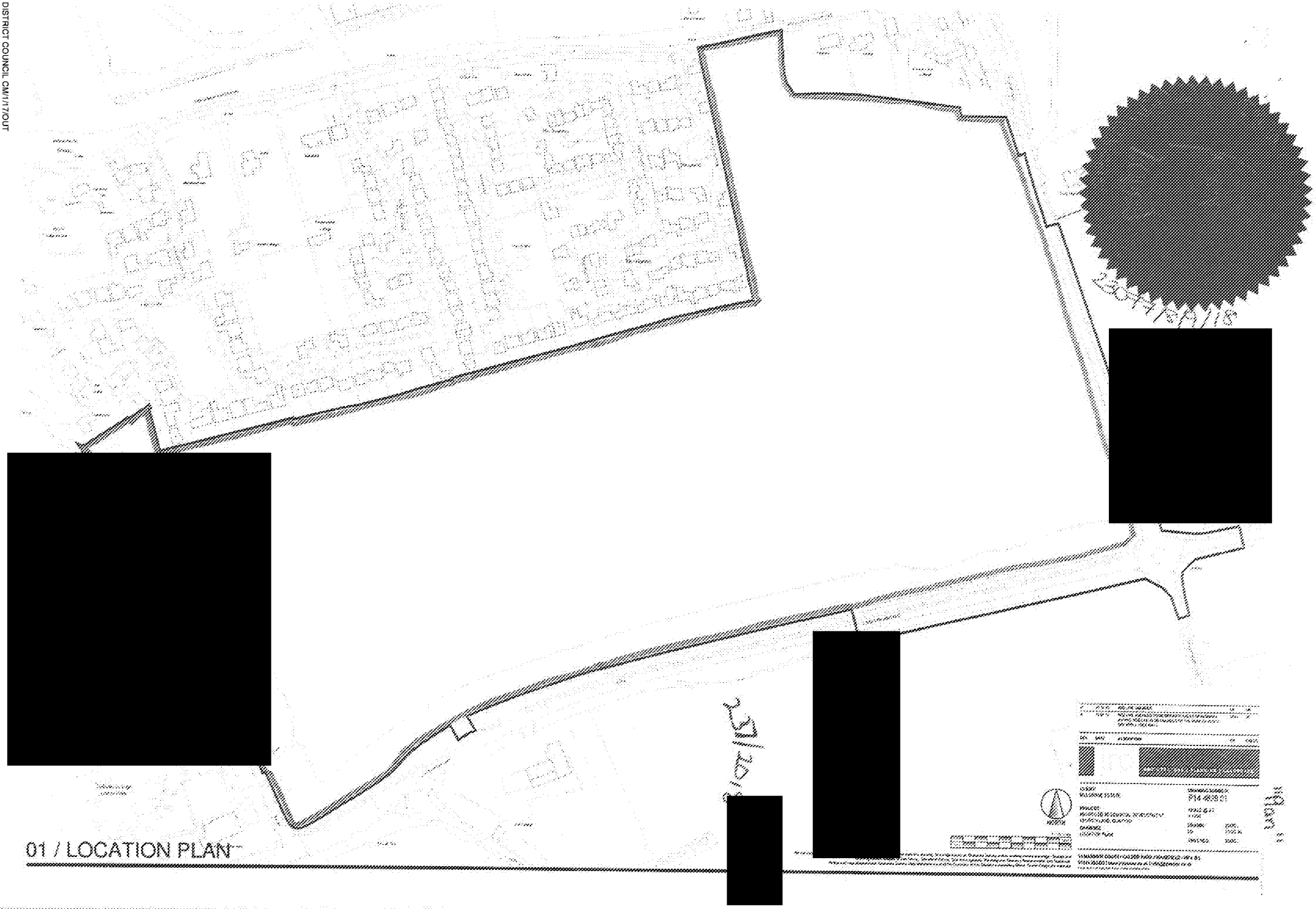
"Market Rent"	means the average local market rent calculated in accordance with the Royal Institution for Chartered Surveyors (RICS) approved valuation methods for a retail development in Climping of a similar size to the A1 Community Building and the D1 Community Building as the case may be that would be leased between a willing lessor and willing lessee on appropriate lease terms in an arms-length transaction after proper marketing, and where the parties have each acted knowledgeably, prudently and without compulsion;
"Market Value"	means a figure agreed in writing between the Owners and ADC based on the average of three independent valuations each circulated having regard to the estimated amount for which the relevant Dwelling or Dwellings could reasonably be expected to sell in the open market as Market Housing Unit(s) on the date of valuation between a willing buyer and a willing seller;
"Mortgagee"	has the meaning ascribed in paragraph 1.10.1 of the Third Schedule;
"Mortgagee Offer"	has the meaning ascribed in paragraph 1.10.1(b) of the Third Schedule;
"National Planning Policy Framework"	means the National Planning Policy Framework dated July 2018 (or any future guidance or initiative that replaces or supplements it);
"NHS Contribution"	means the sum of £336,665.00 to be paid to ADC for the onward transmission to the CCG to be used: 1. in the event that a doctor's surgery is included within the Community Building – towards providing a doctor's surgery within the Community Building; or 2. in the event that a doctor's surgery is not to be included within the Community Building – for managing GP consultant health care at Avisford Park GP surgery, Yapton or such other healthcare facility

as is shown to be adversely impacted by the Development;

"**Occupation**"	means occupation of the Development for the purposes of the Planning Permission but not including occupation by personnel engaged in construction fitting out or decoration marketing and display or security purposes and "**First Occupation**" and "**Occupiers**" and "**Occupy**" and "**Occupied**" shall be construed accordingly;
"**First Offer**"	has the meaning ascribed in paragraph 1.5.1 of the Third Schedule;
"**First Offer Period**"	has the meaning ascribed in paragraph 1.5.2 of the Third Schedule;
"**Owners**"	means collectively the First Owner the Second Owner the Third Owner the Fourth Owner and the Fifth Owner and "**Owner**" shall be construed accordingly;
"**Payment Notice**"	means a notice in the form annexed to this Agreement as the Second Schedule;
"**Pedestrian Footpath Contribution**"	means the sum of £70,000.00 to be paid to WSCC and to be used towards completion of a pedestrian footpath to the south side of Horsemere Green Lane between the boundary of the Land and the current made up footpath to the east of Woolridge Walk being a total new provision of a distance of approximately 200 metres;
"**Phase**"	means each and any phase of development identified on a phasing plan approved in writing by the Council pursuant to a condition of the Permission or a Reserved Matters Approval and "**Phases**" shall be construed accordingly;
"**Plan**"	means the plan annexed hereto and marked "Plan";
"**Planning Obligations**"	means the obligations, conditions and stipulations set out in the Third Schedule and the Fourth Schedule and "**Planning**

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01 / LOCATION PLAN

Obligation" shall be construed accordingly;

"**Planning Permission**"	means a planning permission for the Development granted pursuant to the Application and the Appeal;
"**Police Contribution**"	means the total sum of £44,772.52 to be paid to ADC for the onward transmission to Sussex Police (or other relevant police body or authority) comprising:

1 £2,847.88 to be used towards the provision of an additional officer to work in the Yapton neighbourhood policing team within the area of the Development;

2 £422.24 to be used towards the cost of 1 additional support staff member to be based at Littlehampton Police Station;

3 £26,342.40 to be used towards the costs of a re-provided Littlehampton Police Station;

4 £3,699.00 to be used towards the purchase of an additional vehicle for use by the Yapton Neighbourhood Policing Team;

5 £1,470.00 to be used towards the purchase of additional Mobile IT kit for officers working within the Yapton Neighbourhood Policing Team;

6 £8,500.00 to be used towards one fixed Automatic Number Plate Recognition Camera (ANPR);

7 £129.00 to be used towards radio cover/capacity; and

8 £1,362.00 towards control room telephony.

"**Primary Education Contribution**"	means a financial contribution to be calculated in accordance with paragraph 4.1.13 of the Fourth Schedule to be paid to WSCC to be used towards a ½ FE expansion of St Marys School (subject to consultation and feasibility) or a new

Primary facility at either Yapton or Ford, whichever strategic site is better placed to educate pupils arising from the Development;

"Public Open Space" means those areas within the Land to be provided for use as public open space the location of which is to be set out in accordance with a Reserved Matters Approval(s) and which shall comprise:

1. Provision of 14.38 ha open space / greenspace / landscaping including:

   1.1 1 x locally equipped play area (LEAP) (minimum of 400 sq m);

   1.2 A minimum of 6 Local Areas of Play (LAP) (minimum area of 100 sq m);

   1.3 Provision of a minimum of 6 pieces of equipment in the semi-natural greenspace area to the west of the site to form a fitness trail;

   1.4 Provision of a central village green, a northern green, semi-natural greenspace area to the west of the site and buffer and mitigation planting around site (identified on page 40 of the Design and Access Statement); and

2. Landscaping adjacent to highway and new roundabout;

"Public Open Space Commuted Sum" means if applicable a sum to be determined as part of the Public Open Space Scheme for the future maintenance of the Public Open Space by ADC;

"Public Open Space Scheme" means a scheme relating to the Public Open Space to be agreed with ADC in accordance with the provisions of paragraph 4.1 of the Third Schedule such scheme to include in relation to each Phase that is to contain Public Open Space

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details of the following:

1. the location of the Public Open Space;

2. the LEAP LAPs fitness trail and equipment (if applicable in relation to a Phase) to be installed on the Public Open Space;

3. a programme of implementation for the delivery and completion of the Public Open Space; and

4. proposals for the future maintenance and management of the Public Open Space or for transfer of the Public Open Space to ADC together with the payment of a Public Open Space Commuted Sum including the method in which such a sum will be calculated;

"**Purchase Price**"	has the meaning ascribed in paragraph 1.10.1(b) of the Third Schedule;
"**Qualifying Occupiers**"	means persons who qualify for Affordable Housing within the Third Schedule 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;
"**Reasonable Endeavours**"	means it is agreed by the Parties that the Party under such obligation shall not thereby be required to take proceedings (including any appeal) in any court, public inquiry or other hearing but subject thereto such Party shall be bound to attempt to fulfil the relevant obligation(s) by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances (including any adverse commercial implications to the Party to perform such obligation) may be reasonable;
"**Reserved Matters Application/s**"	means the application(s) for Reserved Matters Approval made to ADC;
"**Reserved Matters**	means a reserved matters approval granted pursuant to a

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Approval(s)"	Reserved Matters Application by ADC of one or more matters reserved for approval by the Planning Permission;
"Sale Notice"	has the meaning ascribed in paragraph 1.10.1(a) of the Third Schedule;
"Scheme"	has the meaning ascribed in paragraph 3.2.2 of the Third Schedule;
"Second Offer"	has the meaning ascribed in paragraph 1.5.2.1 of the Third Schedule;
"Second Offer Period"	has the meaning ascribed in paragraph 1.5.2.2 of the Third Schedule;
"Shell and Core Finish"	means the stage when the Community Buildings has been constructed to a shell and core finish and ready to be fit out;
"Secondary Education Contribution"	means a financial contribution to be calculated in accordance with paragraph 4.1.13 of the Fourth Schedule to be paid to WSCC and to be used towards phase 2 of a new secondary school or expansion of The Littlehampton Academy should a new school not progress;
"Secretary of State"	means the Secretary of State for Housing, Communities and Local Government or any substitute or any Inspector appointed by him;
"Serviced"	means the following that are to be provided adjacent to the boundary of and for the benefit of the Community Building Land: 1. a mains water supply; 2. a mains electricity supply; 3. a mains gas supply and telephone; 4. a foul sewer connecting to a public foul water sewer, and surface water sewer;

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5. highway access to binder course level by means of such carriageways footpaths and footways as are reasonably required by ADC the same being constructed to the reasonable satisfaction of the Council to the intent that these services shall be sufficient to serve the Community Building Land; and

6. appropriate connection rights shall be made available in respect of these services;

"Sixth Form Education Contribution"	means a financial contribution to be calculated in accordance with paragraph 4.1.13 of the Fourth Schedule to be paid to WSCC and to be used towards phase 2 of a new sixth form or expansion of The Littlehampton Academy sixth form should the new sixth form not progress;
"Specified Date"	means the date upon which an obligation arising under this Agreement is to be carried out or due to be performed;
"Sports Hall Contribution"	means the sum of £134,679.00 to be paid to ADC and used towards increase in the number of health and fitness stations and increase in the gym changing facilities are part of the new leisure centre to be provided in Littlehampton.
"Sports 3G Pitch Contribution"	means the sum of £19,818.00 to be paid to ADC and used towards provision of new 3G pitch to serve the east of the District (located at Ford);
"Sports Pitch Contribution"	means the sum of £82,093.00 to be paid to ADC and used towards provision of two outdoor sports pitches suitable for football or rugby as part of development at Ford;
"Sussex Police"	means Sussex Police of Malling House, Church Lane, Lewes BN7 2DZ;
"Swimming Pool Contribution"	means the sum of £145,020.00 to be paid to ADC and used towards increase in the level of swimming pool changing facility and provide village change spaces as part of the new leisure centre to be provided in Littlehampton;

"Travel Welcome Pack"	means the welcome pack to be given to Occupiers of Dwelling Units upon First Occupation that will include a cycle voucher or bus travel season ticket;
"Working Day"	means a weekday (Saturdays, Sundays and public holidays days excepted) and "**Working Days**" shall be construed accordingly;
"WSCC Contributions"	means the Brookpits Lane Contribution the Crookthorn Lane Footway Contribution the Fire and Rescue Contribution the Library Contribution the Education Contribution and the Pedestrian Footpath Contribution.

3. Enabling Provisions

3.1 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 whether listed in the Agreement or not.

3.2 The obligations in this Agreement shall be enforceable in accordance with the provisions of Section 106 (3) of the Act.

4. Commencement

4.1 This Agreement shall come into effect upon the date of this Agreement but the obligations in clauses 5, 6, 7 and 8 are conditional on the grant of the Planning Permission by the Secretary of State or an Inspector and shall become effective only on the Commencement of Development or as otherwise specified in the Third Schedule and the Fourth Schedule and **PROVIDED THAT** the liability of any person who jointly with others comprises the "Owners" shall not arise until, in pursuance of the Planning Permission, a "material operation" (within the meaning ascribed in the definition of "Commencement of Development") is carried out upon that part of the Land in which that person has an interest.

4.2 On Commencement of Development the Owners will give to ADC and WSCC notice in writing of that commencement in the form of the Commencement Notice addressed to ADC's Group Head of Planning and WSCC's Monitoring and Records Team, Strategic Planning Division of the County Council or equivalent as the case may be.

5. Owners' Covenants in favour of ADC

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5.1 The Owners covenant with ADC to comply with the provisions of the Third Schedule.

6. Owners' Covenants in favour of WSCC

6.1 The Owners covenant with WSCC to comply with the provisions of Fourth Schedule.

7. ADC's Covenants with the Owners

7.1 ADC covenants with the Owners to comply with the provisions of the Fifth Schedule and where applicable in the Third Schedule.

8. WSCC's Covenants with the Owners

8.1 WSCC covenants with the Owners to comply with the provisions of the Sixth Schedule and where applicable in the Fourth Schedule.

9. Certificates

9.1 The Owners agree with ADC and WSCC:

9.1.1 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 Owners shall give ADC or WSCC notice of the Specified Date not more than seven days after such Specified Date; and

9.1.2 if the Owners fail to give the notice required under this Clause ADC or WSCC shall acting reasonably be entitled in their absolute discretion to determine the Specified Date and shall give notice to the Owners of that determination.

10. Index Linking

10.1 Any sums payable by the Owners 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 Building Cost Information Service National All-In Tender Price Index for the quarter preceding the Specified Date for the WSCC Contributions and

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the Retail Prices Index for the ADC Contributions

D is the Building Cost Information Service National All-In Tender Price Index for the quarter preceding the date of this Agreement for the WSCC Contributions and the Retail Prices Index for the ADC Contributions

C

D is equal to or greater than 1

11. Interest

11.1 Interest will be paid 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.

12. Legal and Administrative Costs

Legal Costs

12.1 The Applicant will pay on completion of this Agreement to ADC and WSCC their respective reasonable legal costs incurred in preparing and entering into this Agreement, as follows:

Payee	Sum of legal costs
ADC	£2,000
WSCC	£2,641.20

Monitoring Costs

12.2 The Owners will pay to ADC on the date of Commencement of Development a contribution in the sum of £250.00 incurred in monitoring compliance with this Agreement.

12.3 The Owners will pay to ADC on the date of Commencement of Development ADC's additional administrative costs incurred in monitoring compliance with each obligation contained in this Agreement in the sum of £950.00.

12.4 For the avoidance of doubt the above charges are standard charges that shall not preclude ADC from 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 Agreement whether through the courts or otherwise.

13. Payment Notice

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

14. General

14.1 The parties agree that:

14.1.1 Nothing in this Agreement constitutes an obligation to grant planning permission.

14.1.2 Nothing in this Agreement grants planning permission or any other approval consent or permission required from ADC or WSCC in the exercise of any other statutory function.

14.1.3 Nothing in this Agreement fetters or restricts the exercise by ADC or WSCC of any of their powers.

14.1.4 The obligations contained in Clauses 5 and 6 are planning obligations for the purpose of Section 106 of the Act.

14.1.5 This Agreement constitutes a deed.

14.1.6 This Planning Obligations in this Agreement are enforceable by ADC as to Clause 5 and the provisions of the Third Schedule and by WSCC as to Clause 6 and the provisions of the Fourth Schedule.

14.1.7 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.

14.1.8 This Agreement shall apply to the Development as authorised by the Planning Permission issued pursuant to the Application or to the Development after variation or renewal of the Planning Permission from time to time **BUT FOR THE AVOIDANCE OF DOUBT** this Agreement will apply as varied in the event that deed of variation is entered into in connection with such a renewal or variation to the Planning Permission and this clause does not in any way preclude ADC from requiring a deed of variation in connection with such an application to vary or renew the Planning Permission.

14.1.9 This Agreement is a Local Land Charge and shall be registered as such.

14.1.10 Following the performance and satisfaction of all the obligations contained in this Agreement ADC shall as soon as reasonably practicable following a request to do so

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effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

14.1.11 This Agreement shall not be enforceable against residential owners or occupiers or tenants of Market Housing Units constructed pursuant to the Planning Permission or a person deriving title from them.

14.1.12 Save for the provisions of paragraph 1 of the Third Schedule, this shall not be enforceable against residential owners or occupiers or tenants of Affordable Housing Units constructed pursuant to the Planning Permission or a person deriving title from them.

14.1.13 Save for the provisions of paragraph 4 of the Third Schedule, this shall not be enforceable against a Management Company.

14.1.14 None of the Owners shall be liable for any breach of the restrictions and obligations set out in this Agreement where such breach arises after that Owner shall have parted with their entire interest in the Land or such part of the Land to which such breach relates save in respect of liability for antecedent breach of this Agreement.

14.1.15 None of the Owners shall be liable for any breath of the restrictions and obligations set out in this Agreement in respect of any part of the Land in which they do not have a legal interest.

14.1.16 No covenants or obligations contained in this Agreement 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 Section 262 of the Act.

14.1.17 If any provision in this Agreement shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired.

14.1.18 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be revoked or otherwise withdrawn or (without the consent of the Owners) it is modified by any statutory procedure or expires prior to the Commencement of Development.

14.1.19 Where the agreement, approval, consent, confirmation, notification or expression of satisfaction is required by the Owners from ADC or WSCC under the terms of this

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Agreement such agreement, approval, consent, confirmation, notification or expression of satisfaction shall not be unreasonably withheld or delayed.

14.1.20 Any notices required to be served under this Agreement shall be deemed to be validly served if sent by recorded delivery to the principal address or registered office of the relevant party.

14.1.21 Nothing in this Agreement shall prohibit or limit the right to develop the Land or any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.

14.1.22 In the event that a condition or conditions to the Planning Permission is or are varied pursuant to Section 96A of the Act (and ADC is satisfied that no revised planning obligations are required as a result of such amendment) this Agreement shall continue in full force in respect of the Planning Permission with the relevant condition or conditions as so varied.

14.1.23 In the event that an application is made pursuant to Section 73 of the Act to carry out the Development without complying with a condition or conditions attached to the Planning Permission and planning permission is granted in respect of the application (and ADC is satisfied that no revised planning obligations are required as a result of such amendment) references to Planning Permission in this Agreement shall also be to the new planning permission granted pursuant to Section 73 of the Act and this Agreement shall apply to and remain in full force in respect of that new planning permission without the need for a further agreement to be entered into pursuant to Section 106 of the Act.

14.1.24 While the First Owner and the Second Owner and the Third Owner and the Fourth Owner and Fifth Owner acts in the capacity of trustee no individual trustee is to be personally liable for any breach of their obligations under this Agreement except to the extent of the value of the trust fund or estate of which the Land is an asset held by them at the time they receive written notice of any claim.

14.1.25 If the Secretary of State in his Decision Letter concludes that any of the Planning Obligations (or relevant part thereof) are incompatible with Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) and expressly states in his Decision Letter that he attaches no weight to that Planning Obligation (or part thereof) in determining the Appeal then the relevant Planning Obligation(s) (or

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relevant part thereof, as appropriate) shall from the date of the Decision Letter immediately cease to have effect and the Owners shall be under no obligation to comply with that Planning Obligation (or the relevant part thereof, as appropriate) but the remaining Planning Obligations shall remain in full force and effect.

14.1.26 If the Secretary of State in his Decision Letter concludes that any of the Planning Obligations set out in the Agreement (or relevant part of a Planning Obligation) are incompatible with Regulation 123 of the Community Infrastructure Levy Regulations 2010 (as amended) and expressly states in his Decision Letter that he attaches no weight to that Planning Obligation in determining the Appeal then the relevant Planning Obligation(s) (or part of the Planning Obligation(s) as appropriate) shall from the date of the Decision Letter immediately cease to have effect and the Owners shall be under no obligation to comply with that Planning Obligation (or the relevant part of the Planning Obligation as appropriate) but the remaining Planning Obligations shall remain in full force and effect.

15. Dispute Resolution

15.1 In the event of any dispute or difference arising between any of the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England to such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.

15.2 absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 15.1 or as to the appropriateness of the professional body then such question may be referred by either party to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.

15.3 Any expert howsoever appointed shall be subject to the express requirement that a decision is reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-

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eight working days after the conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representation.

15.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within twenty working days or such other period as the parties shall agree of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further twenty working days or such other period as the parties shall agree.

15.5 The provisions of this clause shall not affect the ability of the District Council or County Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum or damages.

16. Applicant's Consent

The Applicant acknowledges and declares that this Agreement has been entered into by the Owners with its consent and that the Land shall be bound by the obligations contained in this Agreement **PROVIDED THAT** the Applicant shall have no liability for any breach of the restrictions and obligations set out in this Agreement unless and until it acquires a freehold or leasehold interest in the Land in which case it acknowledges that it will be bound by the terms of this Agreement as a successor in title to the Owners.

17. Jurisdiction

This Agreement is governed by and interpreted in accordance with the law of England.

18. Delivery

The provisions of this Agreement shall be of no effect until it has been dated (apart from this Clause which shall be of immediate effect).

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FIRST SCHEDULE

(Commencement Notice)

Pursuant to Clause 4.2 in the 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_____20

Signed: _____

On Behalf of: _____

To:	(1) Group Head of Planning Arun District Council, Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN17 5LF (DX: 57406 Littlehampton); (2) Monitoring and Records Team, Strategic Planning Division of County Hall, Chichester, West Sussex P019 1RQ (DX: 157410 Chichester 8)
From:	
Development At:	
Nature of Development:	
Planning Permission Date & Reference:	
Planning Obligation Date & Parties:	
Start Date:	

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SECOND SCHEDULE

(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	

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THIRD SCHEDULE

(Owners' Covenants in favour of ADC)

The Owners covenant with ADC as follows:

1 **Affordable Housing**

1.1 Not to Commence Development on a Phase on which Affordable Housing Units are to be provided until an Affordable Housing Plan has been submitted (whether or not as part of an application for Reserved Matters Approval) to and approved in writing by ADC ("**Approved Affordable Housing Plan**").

1.2 To provide the Affordable Housing Units in accordance with the Planning Permission, Reserved Matters Approval(s) and an Approved Affordable Housing Plan (subject to any amendments agreed by ADC in writing from time to time).

1.3 Not to Occupy or cause or allow to Occupy more than:

1.3.1 25% of the Market Housing Units (or 25 % of the Market Housing Units on a Phase as the case may be) (or such other number of Market Housing Units that may be agreed in writing by ADC) until the Owners have entered into a legally binding contract with an Affordable Housing Provider for the disposal of the Affordable Housing Units (either freehold or leasehold for a period of not less than 125 years on terms which ensure that the Affordable Housing Units are and remain bound by the obligations in this Schedule (unless otherwise agreed in writing with ADC);

1.3.2 50% of the Market Housing Units (or 50% of the Market Housing Units on a Phase as the case may be) (or such other number of Market Housing Units that may be agreed in writing by ADC) unless and until the Affordable Housing Units have been constructed and are ready for Occupation.

1.4 Subject to paragraph 1.8.2 of 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 the Affordable Housing Units.

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1.5 **Mechanics and Terms of Transfer**

1.5.1 The Owner shall offer the Affordable Housing Dwellings to an Affordable Housing Provider ("**First Offer**") by provision of:

1.5.1.1 A contract for the sale of land; and

1.5.1.2 A draft transfer which shall include the provisions set out in paragraph 1.6 of this Schedule.

The First Offer shall remain open for acceptance for no less than two (2) months ("**First Offer Period**") from the date of the First Offer being made

1.5.2 Second Offer

1.5.2.1 In the event that the First Offer made in accordance with paragraph 1.5.1 above is not accepted within the First Offer Period then the Owners shall make a second offer to transfer the Affordable Dwellings to an Affordable Housing Provider ("**Second Offer**") not later than one (1) month after the expiry of the First Offer Period.

1.5.2.2 The Second Offer shall consist of the same terms as the First Offer subject to revisions necessitated by the lapse of time and shall remain open for acceptance for no less than two (2) months ("**Second Offer Period**") from the date of the Second Offer being made.

1.6 The Owners covenant with the Council that any transfer of Affordable Housing Dwellings to an Affordable Housing Provider will contain the following provisions:

1.6.1 The grant by the Owners of all rights and access and passage of services and other rights reasonably necessary to the beneficial enjoyment of those Affordable Housing Dwellings;

1.6.2 A reservation of all rights and access and passage of services and other rights reasonably necessary for the benefit of the remainder of the Dwellings, estate infrastructure, and public areas on the Site; and

1.6.3 The imposition of such covenants as the Owners shall reasonably require and are consistent with the sale of any Open Market Dwellings.

1.7 The Owners covenant with the District Council:

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1.7.1 to take all reasonable and prudent steps within its power to avert the repossession of the Affordable Housing Units by any Chargee of the Affordable Housing Provider or the exercise by any such Chargee of a power of sale and for these purposes in the event of a default under the security or likely default to cooperate fully with the Council to assist in arranging the transfer of the Affordable Housing Units with sitting tenants to another Affordable Housing Provider or, at the Council's option, to the Council;

1.7.2 in the event that the Owners become aware that the Affordable Housing Provider has received notification from any Chargee of any breach or alleged breach by the Affordable Housing Provider of any of its obligations under its security, to notify the Council of this as soon as reasonably practicable; and

1.7.3 in the event that the Owners become aware of any notice, order or direction having been served, made or given under the Housing Act 1996 Schedule 1 Part IV that relates to the Affordable Housing Units, to notify the Council of this as soon as reasonably practicable.

1.8 The Owners and the Council hereby agree that

1.8.1 Subject to and without prejudice to the powers and requirements of the Homes England under the Housing Act 1996 in the event of a default under any security referred to in paragraph 1.7 of this Schedule the disposal of any interest in the Affordable Housing Units by the Chargee in the exercise of its power of sale will not be prevented.

Commuted Sum Payable if the Second Offer is not accepted

1.8.2 In the event of the Second Offer not being accepted within the Second Offer Period (or within such other period of time that may be agreed in writing with ADC) then the Owners will be entitled to dispose of the Affordable Housing Units in relation to which a Second Offer has not been accepted on the open market free from the obligations set out in paragraph 1 of this Schedule which for the avoidance of doubt means that:

(a) the restrictions set out in this paragraph 1 of this Schedule shall cease to apply in respect of those Affordable Housing Units; and

(b) the restrictions on the Occupation of the Open Market Dwellings in paragraph 1.3 of this Schedule shall cease to apply

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PROVIDED THAT:

(c) the Owner shall have provided ADC with written evidence of their Reasonable Endeavours to dispose of the Affordable Housing Units to an Affordable Housing Provider; and

(d) ADC shall acting reasonably have confirmed in writing that such Reasonable Endeavours were reasonable or an expert shall have determined that such Reasonable Endeavours were reasonable; and

(e) the Owners shall pay the Affordable Housing Commuted Sum for each Affordable Housing Unit sold on the open market within 20 Working Days of the sale of that Affordable Housing Unit on the open market.

Nomination Rights

1.8.3 To procure that the Affordable Housing Provider grants nomination rights to ADC in relation to the first Occupation of all of the Affordable Housing Units and in relation to the subsequent Occupation of 75% of the Affordable Housing Units **PROVIDED THAT** if ADC does not accept such offer then the Affordable Housing Provider shall in seeking to allocate the Affordable Housing Units have regard as far as possible to the following criteria:

(a) any family association in the said administrative area in accordance with relevant housing allocation policies;

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

(c) any employment opportunity in the locality;

(d) 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.

1.9 **Future Provisions**

1.9.1 Nothing in this Agreement shall be construed as imposing or otherwise implying any

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obligation on ADC to grant or make available any public subsidy or other financial support (or to assist the Owners in obtaining such public subsidy or other financial support) in respect of the Affordable Housing Units.

1.9.2 The provisions of this Third Schedule shall cease to bind any of the Affordable Housing Units if in relation to that Affordable Housing Unit:

(a) 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

(b) 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%.

1.9.3 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).

1.10 **Mortgagee in Possession Clauses**

1.10.1 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 Unit then any chargee or mortgagee ("**Mortgagee**") shall be entitled to exercise its power of sale free from the restrictions set out in this Third Schedule provided that the Mortgagee shall first have followed the procedure set out below:

(a) The Mortgagee shall give written notice ("**Sale Notice**") to ADC of its intention to exercise its power of sale;

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

(c) ADC 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 conditional upon the Purchase Price being acceptable to ADC);

(d) If ADC shall notify the Mortgagee within one month of the time specified in sub-paragraph 1.10.1(c) of this Schedule that it wishes to accept the

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offer then:

(i) the Mortgagee shall co-operate with ADC to secure the transfer; and

(ii) ADC 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 1.10 of this Schedule;

(e) Subject to the provisions of sub-paragraph 1.10.1(f) of this Schedule the transfer to ADC or to an Affordable Housing 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 Mortgagee and ADC) or determination in accordance with sub-paragraph 1.10.1(d)(ii) of this Schedule ("**Completion Period**");

(f) If the Mortgagee does not wish to exercise its power of sale at any time after giving the Sale Notice or ADC does not wish to continue with the exercise of its power under the provisions of sub-paragraph 1.10.1(e) of this Schedule that party shall give to the other not lees than seven days' written notice of its intention to discontinue.

(g) If either:

(h) ADC fails to give notification to the Mortgagee within the time specified in sub-paragraph 1.10.1(c) of this Schedule; or

(ii) having given notification of refusal of the Offer in accordance with sub-paragraph 1.10.1(c) of this Schedule ADC fails to give notification to the Mortgagee within the time specified in sub-paragraph 1.10.1(c) of this Schedule; or

(iii) ADC having complied with the time periods specified in sub-paragraph 1.10.1(c) of this Schedule the transfer to either ADC or to an Affordable Housing Provider shall not be completed within the Completion Period; or

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(iv) ADC shall serve notice of its intention to discontinue under sub-paragraph 1.10.1(f) of this Schedule

then the Mortgagee shall be under no obligation to sell the Affordable Housing Units either to ADC or to an Affordable Housing Provider and shall be entitled to exercise its power of sale without any of the provisions 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.

(i) It is agreed that at all times the rights and obligations in this paragraph 1.10 shall not require the Mortgagee to act contrary to its duties under the charge or mortgage and that ADC shall in formulating or promoting any arrangements referred to in sub-paragraph 1.10.1(e) of this Schedule give full consideration to protecting the interests of the Mortgagee in respect of monies outstanding under the charge or mortgage.

2 **ADC Contributions**

2.1 Subject to paragraph 2.2 of this Schedule, to pay the ADC Contributions to ADC as follows:

NHS Contribution

2.1.1 Not to Occupy any of the Dwellings Units (or such other number of Dwelling Units that may be agreed in writing by ADC) until the Owners have notified ADC whether or not a doctor's surgery will be provided within the D1 Community Building.

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2.1.2 In the event that:

(a) The a doctor's surgery is to be provided within the D1 Community Building to apply the NHS Contribution towards providing the doctor's surgery, which will be provided within the D1 Community Building in accordance with paragraph 3 of this Schedule; or

(b) A doctor's surgery is not to be provided within the D1 Community Building, not to Occupy:

(i) any of the Dwelling Units until £164,506.50 of the NHS Contribution has been paid to ADC;

(ii) more than 104 Dwelling Units until the balance of £164,506.50 of the NHS Contribution has been paid to ADC;

PROVIDED THAT it is agreed that if paragraph 2.1.2(a) of this Schedule is applicable but it subsequently transpires that it is not feasible to provide a doctors surgery within the D1 Community Building or anywhere else within the Development then the Owners will pay the NHS Contribution to ADC **AND FURTHER PROVIDED THAT** it is agreed that the Owners will not Occupy any further Market Housing Units until the NHS Contribution has been paid to ADC.

Police Contribution

2.1.3 Not to Occupy more than 104 of the Market Housing Units (or such other number of Market Housing Units that may be agreed in writing by ADC) until the Police Contribution has been paid to ADC.

Sports 3G Pitch Contribution

2.1.4 Not to Occupy more than 154 of the Market Housing Units (or such other number of Market Housing Units that may be agreed in writing by ADC) until the Sports 3G Pitch Contribution has been paid to ADC.

Sports Hall Contribution

2.1.5 Not to Occupy more than 154 of the Market Housing Units (or such other number of Market Housing Units that may be agreed in writing by ADC) until the Sports Hall Contribution has been paid to ADC.

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Sports Pitch Contribution

2.1.6 Not to Occupy more than 154 of the Market Housing Units (or such other number of Market Housing Units that may be agreed in writing by ADC) until the Sports Pitch Contribution has been paid to ADC.

Swimming Pool Contribution

2.1.7 Not to Occupy more than 154 of the Market Housing Units (or such other number of Market Housing Units that may be agreed in writing by ADC) until the Swimming Pool Contribution has been paid to ADC.

2.2 The NHS Contribution, Police Contribution, the Sports 3G Pitch Contribution, the Sports Hall Contribution, the Sports Pitch Contribution and the Swimming Pool Contribution depend either on the number and type of Dwelling Units or the likely population of the Development and are based on the Indicative Dwelling Mix. If following Reserved Matters Approval (or otherwise) the Indicative Dwelling Mix changes the Owners will notify ADC in writing of the new dwelling mix ("**Final Dwelling Mix**") and the NHS Contribution, Police Contribution, the Sports 3G Pitch Contribution, the Sports Hall Contribution, the Sports Pitch Contribution and the Swimming Pool Contribution will be recalculated based on the Final Dwelling Mix using the NHS formula or the Sussex Police formula as the case may be agreed by the District Valuer current at the time of the recalculation and the new contribution figures shall replace the contribution figures specified already in this Agreement.

3 **Community Building**

3.1 Not to Commence Development on the Phase on which the Community Buildings are to be provided until the Community Building Scheme has been submitted to and approved in writing by ADC ("**Approved Community Buildings Scheme**") and to provide Serviced Community Building Land and access thereto prior to the Occupation of 50 Dwelling Units (or such other number of Dwelling Units that may be agreed by ADC).

3.2 Not to Occupy more than 100 Dwelling Units (or such other number of Dwelling Units that may be agreed by ADC) until the Owners have submitted and the Council has approved:

3.2.1 an application for Reserved Matters Approval (to include details of siting design and external appearance) in relation to the Community Buildings;

3.2.2 a scheme ("**Scheme**") outlining:

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(a) the proposed opening hours of the A1 Community Building, together with the days of the week that the A1 Community Building will be open and trading and the types of goods to be sold; and

(b) the proposed uses to be provided within the D1 Community Building, together with hours and the days of the week that the D1 Community Building will be open;

3.2.3 a Community Building Marketing Strategy which shall include:

(a) the erection of boards on the Land advertising the Community Buildings (subject to receiving any advertisement consents from ADC that may be required);

(b) the preparation of detailed particulars to be circulated to a regional practice's range of retail/commercial clients;

(c) the placing of adverts within the appropriate local, regional and national press and on the internet advertising the Community Buildings' availability;

(d) details of the offer of Disposal that is to be sought for the Community Buildings to include details of the Market Rent lease provisions and the term;

(e) the appointment of specialist retail marketing agents to manage the marketing strategy;

(a) the use that will be made of the internet and electronic media in the Community Buildings Marketing Strategy

3.3 On receipt of the Council's written approval to the Community Building Marketing Strategy pursuant to paragraph 3.2.3 of this Schedule the Owners in the circumstances that a Disposal has not already occurred shall within 15 (fifteen) Working Days of receipt of ADC's written approval to the Community Building Marketing Strategy begin the marketing of the Community Buildings in accordance with the approved Community Building Marketing Strategy during which a prospective purchaser or prospective purchasers may submit an offer to acquire (on a leasehold or freehold basis) the Community Buildings.

3.4 Not to Occupy more than 150 Dwelling Units (or such other number of Dwelling Units that

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may be agreed by ADC) until the Owners have constructed the Community Buildings on the Community Building Land to a Shell and Core Finish in accordance with a Reserved Matters Approval **PROVIDED THAT** it is agreed that the Owners will use Reasonable Endeavours to:

3.4.1 Dispose of the A1 Community Building to a Community Building A1 Occupier; and

3.4.2 Dispose of the D1 Community Building to a Community Building D1 Occupier;

prior to the Occupation of 200 of the Dwelling Units (or such other number of Dwelling Units that may be agreed by ADC).

4 **Public Open Space**

4.1 Not to Commence Development on a Phase on which Public Open Space is to be provided until a Public Open Space Scheme in relation to that Phase has been submitted (whether or not as part of an application for Reserved Matters Approval) to and approved in writing by ADC ("**Approved Public Open Space Scheme**").

4.2 Upon receipt of ADC's approval pursuant to sub-paragraph 4.1 of this Schedule (or upon receipt of expert determination in relation to the Public Open Space Scheme if applicable) the Owners shall provide the Public Open Space for each Phase in accordance with the Planning Permission, Reserved Matters Approval(s) and the Approved Public Open Space Scheme (subject to any amendments agreed by ADC in writing from time to time) for that Phase prior to the Occupation of more than 100% of the Dwelling Units in that Phase (or such other percentage of Dwelling Units that may be agreed in writing by ADC).

4.3 Upon completion of the Public Open Space on a Phase in accordance with the Approved Public Open Space Scheme the Owners shall notify ADC and invite it to inspect the Public Open Space as soon as reasonably practicable thereafter. ADC shall make best endeavours to inspect the Public Open Space Play Area within 28 days of receiving such notification from the Owner and if the Public Open Space has been provided in accordance with the Approved Public Open Space Scheme to the reasonable satisfaction of ADC it shall notify the Owners in writing thereof.

4.4 If upon notification by the Owners pursuant to paragraph 4.3 of this Schedule the Public Open Space has not been provided in accordance with the works carried out in accordance with the Approved Public Open Space Scheme to the reasonable satisfaction of ADC it shall notify the Owners specifying the measures necessary to satisfactorily complete the Public Open Space in accordance with the Approved Public Open Space Scheme and the Owners shall within such

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reasonable period as specified by ADC carry out those works and shall notify ADC pursuant to paragraph 4.3 of this Schedule (such procedure being repeated as often as is necessary until such time as ADC confirms reasonable satisfactory completion thereof.

4.5 On completion of the Public Open Space on a Phase in accordance with the Planning Permission, Reserved Matters Approval(s) and the Approved Public Open Space Scheme pursuant to paragraph 4.3 of this Schedule or upon satisfactory completion of any works identified by ADC in accordance with paragraph 4.4 of this Schedule the Owners will either:

4.5.1 engage a Management Company (having first supplied to ADC a certified copy of the Memorandum and Articles of Association of the Management Company) for the purpose of undertaking the future management and maintenance of the Public Open Space or the particular element of Public Open Space prior to the sale of the penultimate Dwelling Unit on terms agreed between the Owners and the Management Company in consultation with ADC and all further management and maintenance shall be thereafter carried out by the Management Company in accordance with the principles set out in sub-paragraph 4.5.1 of this Schedule **PROVIDED THAT** it is agreed that it shall be a term of Management Company's engagement that the Management Company will:

(a) maintain and manage in perpetuity the Public Open Space in accordance with the Approved Public Open Space Scheme or any variations that may be agreed in writing by ADC from time to time **IN DEFAULT OF WHICH** ADC shall be entitled upon giving reasonable prior written notice of no less than 25 Working Days to the Management Company to carry out any maintenance works reasonably required to the Public Open Space and recover the proper and reasonable costs and expenses involved from the Management Company; and

(b) only allow the use of the Public Open Space for public access and recreation and for no other purpose; or

4.5.2 the Public Open Space shall be transferred to ADC and the Public Open Space Commuted Sum shall be paid to ADC after which time the Owner shall no longer have any responsibility for the Public Open Space **PROVIDED THAT** it is agreed that if ADC does not accept an offer of dedication within 3 (three) months of the date of the offer of dedication or in the event ADC does accept an offer of dedication in accordance with this paragraph 4.5.2 but ADC and the Owners are unable to agree the amount of the Public Open Space Commuted Sum within 30

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(twenty) Working Days (or within such other period of time that may be agreed in writing between ADC and the Owners) of the date that the Owners submitted to ADC the calculation of the proposed Public Open Space Commuted Sum then it is agreed that the offer will lapse and the Owners will maintain the Public Open Space in accordance with the provisions of paragraph 4.5.1 of this Schedule

AND FURTHER PROVIDED THAT it is agreed that the Owners will comply with the provisions set out in sub-paragraph 4.5.1(a) and (b) of this Schedule until such time as a Management Company has been engaged to undertake the future management and maintenance of the Public Open Space, or the particular element of Public Open Space as the case may be.

4.6 The Owners hereby declare that pursuant to Section 31(6) Highways Act 1980 that the Public Open Space has not been dedicated to the public nor is any use by the public of any part of the Public Open Space to be taken in any way as an intention by the Owners to dedicate the same as highway.

4.7 To allow public access to the Public Open Space but subject to the following provisions:

4.7.1 access shall be subject to such other requirements and regulations as may from time to time be imposed by the Owners having regard to overriding reasons of safety, security and prudent building management **PROVIDED THAT** such requirements and regulations shall not be imposed without ADC's prior approval;

4.7.2 the Owners may erect notices on the Public Open Space and access to it will be denied by the Owners for one day each year in order to prevent public rights of way or common rights coming into being;

4.7.3 access may be denied by the Owners for the maintenance, repair, cleansing or renewal of the Public Open Space or any building or land abutting it subject to ADC's prior approval.

4.8 The Owners may close the Public Open Space or any part thereof for reasonable periods by reason of:

4.8.1 emergency;

4.8.2 cleansing, maintenance and repair;

4.8.3 at the direction of the emergency services or other lawful authority; or

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4.8.4 construction activities whilst the Development is being built if in the interests of health and safety.

5 **Travel Welcome Pack**

5.1 Prior to First Occupation of any Dwelling Unit to obtain the approval of ADC to a Travel Welcome Pack and upon First Occupation of each Dwelling Unit to supply or to procure the supply of to the Occupier of the Dwelling Unit with a copy of the Travel Welcome Pack.

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FOURTH SCHEDULE

(Owners' Covenants in favour of WSCC)

The Owners covenant with WSCC as follows:

1 **Fire Hydrants**

1.1 Prior to Commencement of Development to submit to WSCC for its approval a proposal for:

1.1.1 the location and installation of a sufficient number of fire hydrants for the Development in accordance with the County Council Guidance Note; and

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

1.2 Prior to first Occupation of the Development or prior to Occupation of any part of the Development to be constructed within the Phase that a fire hydrant is to be provided as the case may be the Owners will at their own expense install the fire hydrants in the approved locations and arrange for their connection to a water supply which is appropriate in terms of both pressure and volume for the purposes of fire fighting.

2 **Future Highways Works**

2.1 To safeguard and retain from the Commencement of Development for a period of 15 years the Highway Works Land for the Future Highway Works.

2.2 Upon the Commencement of Development to offer to contract to transfer the Highway Works Land to WSCC for consideration of £1.00 (One Pound) **PROVIDED THAT** it is agreed that:

2.2.1 the offer referred to in this paragraph 2.2 will remain open for acceptance for a period of 15 years from the Commencement of Development;

2.2.2 in the event that the offer referred to in this paragraph 2.2 is accepted by WSCC the First Owner shall permit WSCC full and unrestricted access to the Highway Works Land including for all officers, contractors, plant, machinery and materials from the date of acceptance of an offer by the WSCC (and prior to acceptance if first agreed in writing between the First Owner and WSCC until the Future Highway Works have been constructed and completed;

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2.2.3 the First Owner shall as soon as practicable after the date of acceptance of an offer by WSCC in accordance with sub-paragraph 2.2.2 of this Schedule transfer the freehold of the Highway Works Land to WSCC **PROVIDED THAT** it is agreed that at the time of transfer the Highway Works Land will be:

(a) a clear site with vacant possession and clear of rubbish and building materials; and

(b) at a level relative to the adjoining boundaries and infrastructure around it; and

(c) free of contamination with a certificate from an environmental consultant in favour of WSCC that the land is not contaminated;

2.2.4 it shall be a term of the transfer of the Highway Works Land to WSCC so as to bind the land transferred into whatsoever hands the same may come:

(a) that WSCC shall maintain the Highway Works Land from the date the transfer is accepted and that the Future Highway Works shall be constructed on the Highway Works Land within 16 years of the Commencement of Development. In the event the Future Highway Works are not constructed on the Highway Works Land within 16 years of the Commencement of Development the First Owner may require that the Highway Works Land be transferred back to the First Owner (or its nominee) for consideration of £1.00 (One Pound);

(b) not to permit the Highway Works Land to be used for anything other than for the construction of the Future Highway Works **PROVIDED THAT** this sub-paragraph 2.2.4(b) will not be applicable in the event the Highway Works Land is transferred back to the First Owner (or its nominee) in accordance with sub-paragraph 2.2.4(a) of this Schedule

PROVIDED THAT in the event that the offer referred to in paragraph 2.2 of this Schedule is refused by WSCC or is not accepted within a period of 15 years from the Commencement of Development (whichever shall occur first) then the offer shall lapse and the obligation on the First Owner to transfer the Highway Works Land to WSCC shall cease and determine.

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3 **Highways Works**

3.1 To undertake a Stage 2 Safety Audit in respect the Highway Works.

3.2 Not to commence the Development until a Highway Works Scheme has been submitted to and approved in writing by WSCC provided that where a Highway Works Scheme is submitted to WSCC which is not approved a revised Highway Works Scheme shall, within 14 days of receipt of notice in writing from WSCC that the previous Highway Works Scheme is not approved, be submitted to WSCC for approval.

3.3 Once WSCC has approved a Highway Works Scheme (the "**Approved Highway Works Scheme**") to obtain All Requisite Consents including without limitation entering into a Section 278 and/or Section 38 Agreement with WSCC.

3.4 After All Requisite Consents have been obtained to carry out in full the Approved Highway Works Scheme and to complete the Highway Works to the satisfaction of WSCC.

3.5 Not without the consent of WSCC to allow Occupation of any Dwelling until such Highway Works have been completed to the satisfaction of WSCC.

4 **WSCC Contributions**

4.1 To pay the WSCC Contributions to WSCC as follows:

Brookpits Lane Contribution

4.1.1 To pay to WSCC the Brookpits Lane Contribution on or before Occupation of the first Dwelling Unit

4.1.2 Not to Occupy the second Dwelling Unit until the Brookpits Lane Contribution has been paid to WSCC.

Crookthorn Lane Footway Contribution

4.1.3 To pay to WSCC the Crookthorn Lane Footway Contribution on or before Occupation of the first Dwelling Unit

4.1.4 Not to Occupy the second Dwelling Unit until the Crookthorn Lane Footway Contribution has been paid to the County Council.

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Fire and Rescue Contribution

4.1.5 The Fire and Rescue Contribution shall be calculated for each Reserved Matters Approval by reference to the following formula:

Y x Z = Fire and Rescue Service Contribution where:

Note: x = "multiplied by"

Y = The estimated adjusted increase in population generated by the Development, calculated by reference to the total number of Market Housing Units and Intermediate Housing Units, less an allowance for Affordable 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:

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 Southern Service Division of West Sussex at the time of payment (which, for information, for 2018/19 is £15 for Southern Division)

4.1.6 To pay to WSCC the Fire and Rescue Contribution Index Linked for each Reserved Matters Approval on or before Occupation of the first Dwelling Unit in the relevant Reserved Matters Approval.

4.1.7 Not to Occupy the second Dwelling Unit to be constructed in accordance with a Reserved Matters Approval until the Fire and Rescue Contribution Index Linked for that Reserved Matters Approval has been paid to WSCC.

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Library Contribution

4.1.8 The Library Contribution for each Reserved Matters Approval shall be calculated in accordance with the following formula:

L x AP = Libraries Infrastructure Contribution where:

Note: x = "multiplied by"

AP (Additional Persons) = The estimated number of additional persons generated by the development calculated by reference to the total number of Market Housing Units and Intermediate Housing Units, as approved by a subsequent reserve matters planning application. 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:

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 sq.m per 1,000 population x the library cost multiplier (which currently for the financial year 2018/2019 are 30 sq.m and £5,252 per sqm respectively).

4.1.9 To pay to WSCC the Library Contribution Index Linked for each Reserved Matters Approval on or before Occupation of the first Dwelling Unit in the relevant Reserved Matters Approval

4.1.10 Not to Occupy the second Dwellings Unit to be constructed in accordance with a Reserved Matters Approval until the Library Contribution Index Linked for that Reserved Matters Approval has been paid to WSCC.

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Pedestrian Footpath Contribution

4.1.11 To pay to WSCC the Pedestrian Footpath Contribution Index Linked on or before Occupation of the 150th Dwelling Unit

4.1.12 Not to Occupy the 151st Dwelling Unit Dwelling Unit until the Pedestrian Footpath Contribution Index Linked has been paid to WSCC.

Education Contribution

4.1.13 The Education Contribution for each Reserved Matters Approval shall be calculated in accordance with 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 Education 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 Market Housing Units and Intermediate Housing Units as approved by a subsequent reserved matters planning application. The current occupancy rates are as follows:

Dwelling Size		Occupancy	
		House	Flat
1 bed	=	1.5	1.3
2 bed	=	1.9	1.9
3 bed	=	2.5	2.4
4+ bed	=	3.0	2.8

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Using the latest published occupancy rates from the census statistics published by the Office for National Statistics to determine an overall population increase the following factors are applied. According to 2001 census data, there are 14 persons per 1000 population in each school year group for houses and 5 persons per 1000 population in each school year group for flats. There are 7 year groups for primary (years R to 6) and 5 for secondary (years 7 to 11).

DfE Figure = Department for Education (DfE) Secondary/Further Secondary school building costs per pupil place) as adjusted for the West Sussex area applicable at the date when the School Infrastructure Contribution is paid (which for the financial year 2017/2018 was £15,666.00 – Primary, £23,604.00 – Secondary; £25,600.00 for Sixth Form, updated as necessary by the Royal Institute of Chartered Surveyors Building Cost Information Service All-In Tender Price Index.

4.1.14 To pay to WSCC the Education Contribution Index Linked for each Reserved Matters Approval on or before Occupation of the first Dwelling Unit in the relevant Reserved Matters Approval.

4.1.15 Not to cause or allow Occupation of the second Dwelling Unit to be constructed in accordance with a Reserved Matters Approval until the Education Contribution Index Linked has been paid to WSCC.

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FIFTH SCHEDULE

(ADC's Covenants with the Owners)

ADC covenants with the Owners as follows:

ADC Contributions

1. To issue separate receipts on request for any sum paid to ADC under this Agreement.

2. To place the ADC Contributions and if applicable the Affordable Housing Commuted Sum in an interest bearing account or in separate accounts as ADC shall at its discretion decide.

3. To apply or to procure the application of the ADC Contributions and if applicable the Affordable Housing Commuted Sum and any interest that may have accrued towards the purposes specified in this Agreement and not to apply the ADC Contributions and if applicable the Affordable Housing Commuted Sum towards any other purposes and to provide (on the reasonable request of the paying party or their nominee) evidence that the ADC Contributions and if applicable the Affordable Housing Commuted Sum have been so applied in accordance with this paragraph 3 of this Schedule.

Repayment

4. In the event the ADC Contributions and if applicable the Affordable Housing Commuted Sum or any part or parts thereof are not Committed towards the purposes specified in this Agreement within five years of the date upon which the final payment of a particular contribution is made pursuant to this Agreement then on receipt of a request in writing to repay such uncommitted sums (or any balance remaining) to the paying party or to their nominee.

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SIXTH SCHEDULE

(WSCC's Covenants with the Owners)

WSCC covenants with the Owners as follows:

WSCC Contributions

1. WSCC covenants that upon receipt of the WSCC Contributions as paid to WSCC pursuant to this Agreement it will hold them in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing on it for the purposes specified in this Agreement.

2. WSCC covenants to apply the WSCC Contributions towards the purposes specified in this Agreement and that upon written request on or after ten years of the date of receipt of the WSCC Contributions to issue to the party that paid the said contribution an account certified by the Director of Finance, Performance and Procurement for the time being of WSCC detailing how the WSCC Contributions have been expended by WSCC.

3. If or to the extent that the WSCC Contributions shall not have been spent by WSCC by the end of the period referred to in paragraph 1.2 above WSCC shall on such date refund to the party that paid the WSCC Contributions any unexpended part of the WSCC Contributions together with compound interest on the unexpended part from the date of receipt by WSCC of the WSCC Contributions to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.

4. If at the end of the period referred to in paragraph 1.2 of this Schedule WSCC shall have entered into a contract or other legally binding obligation to expend the WSCC Contributions or part thereof for the purposes specified in paragraph 1.1 then WSCC shall not be required to refund any part of the WSCC Contributions required for that purpose but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the WSCC Contributions in the manner set out in paragraph 1.2 of this Schedule and refund any unexpended part of the WSCC Contributions in the manner set out in paragraph 1.3 of this Schedule.

Highway Works Land

5. In the event that WSCC takes a transfer of the Highway Works Land from the First Owner in accordance with the provisions of paragraph 2 of the Fourth Schedule, WSCC agrees that the transfer shall include, inter alia, the covenants referred to in paragraph 2.2.4 of the Fourth

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Schedule.

SEVENTH SCHEDULE

(Indicative Dwelling Mix)

Market Housing Units:

50 x 2 bed houses
50 x 3 bed houses
110 x 4 bed houses

210 total Market Housing Units

Affordable Housing Units:

31 x 1 bed houses (comprising of 24 rented units and 7 intermediate units)
32 x 2 bed houses (comprising of 24 rented units and 8 intermediate units)
22 x 3 bed houses (comprising of 17 rented units and 5 intermediate units)
5 x 4 bed houses (comprising of 3 rented units and 2 intermediate units)

90 total Affordable Housing Units

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EXECUTED as a **DEED** by
CONSTANTINE EDMUND WALTER PHIP
in the presence of:

Witness's signatu
Name (print): Lucy Simpson
Occupation: P.A.
Address: Octagon House, Hamstead
Park RG20 OHE

EXECUTED as a **DEED** by
LADY LEPEL SOPHIA KORNICK
in the presence of:

Witness's signatur
Name (print): K. KORNICKI
Occupation: Civil Servant (Ret'd)
Address: 15 Kings Ave, Ealing, W5 2SJ

~~**EXECUTED as a DEED by**~~
~~**LADY EVELYN ROSE BUCHAM**~~
~~in the presence of:~~

~~Witness's signature:~~
~~Name (print):~~
~~Occupation:~~
~~Address:~~

EXECUTED as a **DEED** by
EDMUND BARNABAS KORN
in the presence of:

Witness's signatur
Name (print): Lucy Simpson
Occupation: P.A.
Address: Octagon House
Hamstead Park
RG20 OHE

ARUN DISTRICT COUNCIL CM/1/17/OUT

EXECUTED as a DEED by

CHRISTOPHER WILTSHIRE

in the presence o[redacted]

[redacted] signat[redacted] WITNESS'S

Name (print): RUTH SERJEANT

Occupation: Retired.

Address: 23 DALTON ROAD IPSWICH, IP1 2HT

EXECUTED as a DEED by
GRAHAM PIERS BAILEY
in the presence of:

[redacted]

Witness's signature: [redacted]

Name (print): CRAIG FOSTER

Occupation: Retired.

Address: ROSEMULLION, SCHOOL ROAD
BRENDD, STAFFS ST19 9DS

EXECUTED as a **DEED** by

SUSAN BRIDGET BURDIN

in the presence of:

[redacted]

Witness's signature:

Name (print): IVAN FEDER

Occupation: SOUND ENGINEER

Address: 16 VILLA CONCORDET
93400 ST OUEN
FRANCE

EXECUTED as a DEED by [redacted]
TIMOTHY JOHN ROSS
in the presence of:

Witness's signature [redacted]
Name (print): JOSUE PINA ALDUCIN
Occupation: FILM TECHNICIAN
Address: PRIV. DE TEJOCOTE 16
PBLO. SANTA MARIA AHUACATITLAN 62100
CUERNAVACA, MORELOS, MEXICO.

EXECUTED as a DEED by
ANNABEL JANE MORRIS
in the presence of:

[redacted]

Witness's signature: [redacted]

Name (print): MALCOLM CALLENDER

Occupation: MASON

Address: 156 7TH AVE, ST BARNABAS, BARBADOS.

EXECUTED as a **DEED** by

MARTIN PETER THORINGTON BURN

in the presence of:

[redacted]

Witness's signature [redacted]

Name (print): Angela Caldwell

Occupation: Accountant

Address: 8 Oak Way

Goring Gdns

W Sussex Po22 6TS

EXECUTED as a **DEED** by
CATHERINE LOIS SHORT
in the presence of:

[redacted]

Witness's signature [redacted]

Name (print): SANDRA NUNNELLS

Occupation: SALES ADMINISTRATOR

Address: 36 BOUNDARY ROAD
WORTHING
BN11 4LN

EXECUTED as a **DEED** by
JUDITH MARIAN STEMP
in the presence of:

[redacted]

Witness's signatur[redacted]
Name (print): A RICHARDSON-BAILEY
Occupation: Agent Commercial
Address: 10 Rue du Bourg 47350 St Barthelemy D'Agenais

EXECUTED AS A DEED (but not delivered until the date hereof) **BY** **MULGRAVE PROPERTIES LLP** acting by)

[redacted]

Member

[redacted]

Member

Authorised Signatory

EXECUTED as a **DEED** by affixing the seal of **ARUN DISTRICT COUNCIL** In the presence of:)

Seal Book No. 237/2018

[redacted]

[redacted]

EXECUTED as a **DEED** by affixing the seal of **WEST SUSSEX COUNTY COUNCIL** In the presence of:)

[redacted]

Authorised Signatory

Appendix 1

(List of ADC Approved Affordable Housing Providers)

Affinity Sutton (Steven Connolly)	Cams Hall Cams Hill Fareham Hampshire PO16 8AB
The Guinness Partnership (Claudette Rawlinson)	33 East Street Havant Hampshire PO9 1AA [redacted]
The Hyde Group	Telecom House 125 – 135 Preston Road Brighton West Sussex BN1 6AF
Worthing Homes (Damian Haley)	Worthing West Sussex
Stonewater (Jackie Burton)	
Saxon Weald (Stephen Humphreys)	Saxon Weald House 38-42 Worthing Road Horsham West Sussex RH12 1DT
Hastoe Karen Hillhouse	

[redacted]

Appendix 2

(West Sussex Fire & Rescue Service)

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

1. **Water Undertakers**

The water undertaker in the County is Portsmouth Water Company.

2. **Hydrants**

Hydrants will be installed if required, in the following circumstances:

- when new water mains are laid
- to cover new building development and
- where fire risk is increased

a. Hydrants on New Mains

Water undertakers are required to notify the Fire Authority of proposals for new water mains. Details of such proposals are sent to Brigade Headquarters usually in plan form.

b. New Hydrants on Existing Mains

Water undertakers are required to notify the Fire Authority of proposals for replacements of existing mains. The need may arise to provide additional hydrants where there has been new building development or where existing supplies have become inadequate.

c. **Location and Spacing of Hydrants**

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, although no statutory distance is laid down for the spacing of hydrants, the distribution of hydrants relates to the location and degree of risk in accordance with the following general guidelines:

I. Residential (to include Sheltered Housing):

- Approximately 360 metres apart. In effect up to 350 metres apart and no more than 180 metres back to a hydrant in cul de sacs etc.

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II. Industrial, Industrial Estate and Associated Risks:

- In effect up to 180 metres apart and no more than 100 metres back to a hydrant in cul de sacs but these distance's may be reduced in areas subject to higher risk.

III. Hospitals, institutions, Hotels etc:

- To conform to any relevant Code of Practice. In the absence of such guidance 180 metres and no further back to a hydrant than 100 metres from risk.

IV. Educational Establishments and Other County Council Premises excepting previously outlined:

- To conform to any relevant Code of Practice. In the absence of such guidance 180 metres apart and no further back to a hydrant than 100 metres from risk.

V. Town Centres, Shopping Buildings, Malls and Other Major Commercial Developments:

- To conform to any Code of Practice. In the absence of such guidance, as for Industrial.

VI. Rural Areas:

- in rural areas, particular attention is paid to specific risks. Therefore, it is not appropriate to indicate a general spacing standard for rural areas.

VII. Trunk Road and Motorways:

- Where distribution systems allow, at 1 km intervals. At service centres (Little Chef, Happy Eaters etc.) hydrants should be installed at the access position to the acceleration and deceleration points where they are readily visible.

VIII. Major Risks

- Such risks are considered individually to ensure that the overall position for fire fighting comprising, as appropriate, internal water based protection

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systems, private fire hydrants, statutory fire: hydrants and other 'open water" supplies, is adequate.

3. Water Supply

3.1 Diameter of Water Mains

Hydrants are to be fitted to water mains of not less than 100 mm in diameter in residential areas and not less than 150mm diameter in industrial and commercial areas.

3.2 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.

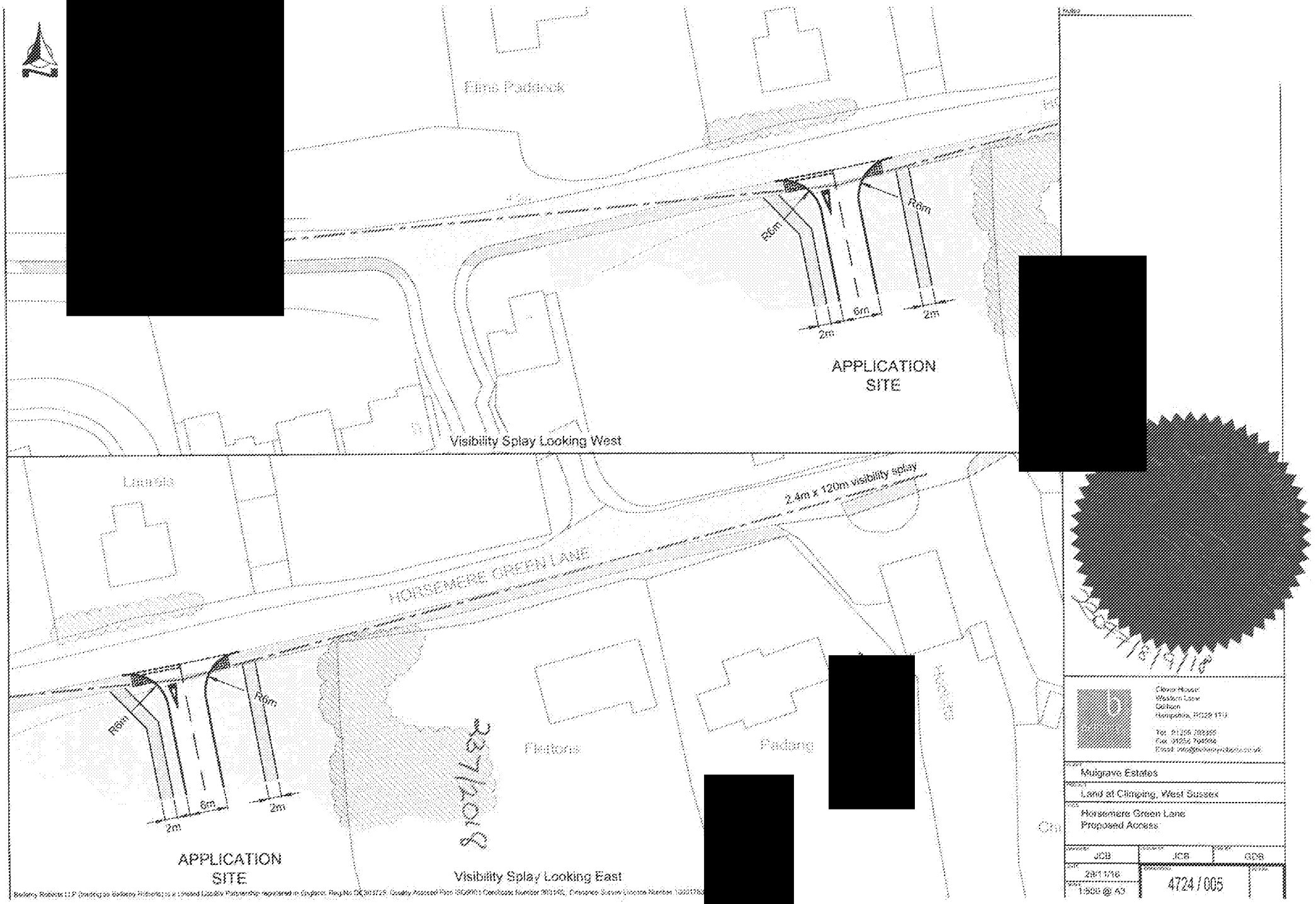
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Appendix 3

(Highway Works Drawings – 4724/005 / 4724/013)

ARUN DISTRICT COUNCIL CM/117/OUT

[redacted]



[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

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Clowes House
Western Lane
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Tel: 01256 282200
Fax: 01256 794994
Email: info@bellamyroberts.co.uk

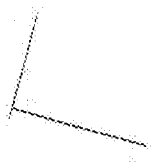
Muigrave Estates

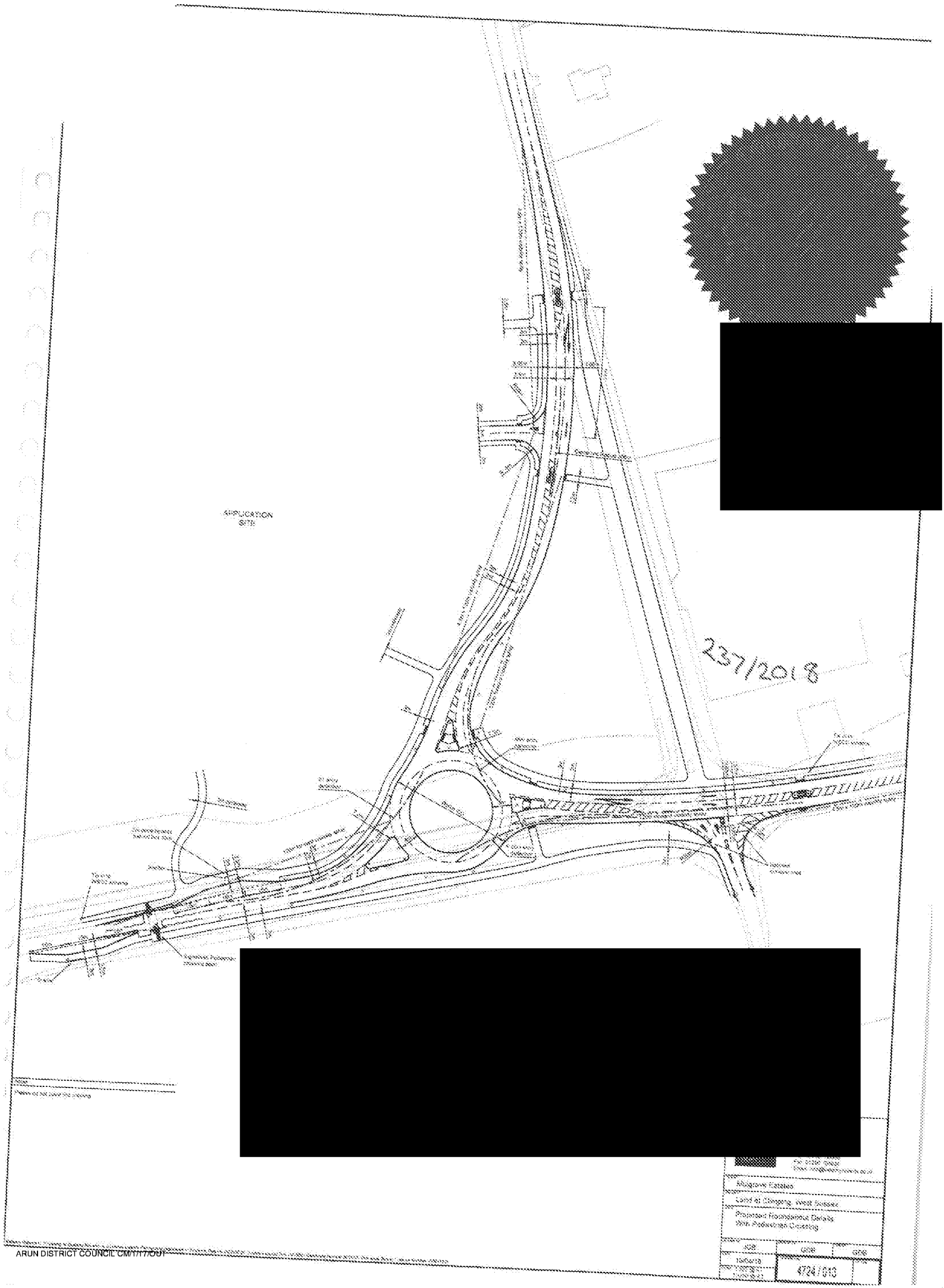
Land at Climping, West Sussex

Horsemere Green Lane
Proposed Access

JCB	JCB	GDB
28/11/16		
1:500 @ A3	4724 / 005	

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