

Planning Application Reference:	LU/229/10/
Document Type:	Section 106 Agreement
Date of Agreement:	14th September 2011

NB: Above text in bold to be included in free text field.

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Check **maps** for signatures and block.

Please return original to s106 Monitoring Officer

Dated:

14 September

2011

ADC

Between:

- [1] Stuart David Lyons and Marcia
Elizabeth Lyons, [The Owners]
Stuart David Lyons, and
Stuart David Lyons Marcia
Elizabeth Lyons and
Michael Bernard Catchpole
- [2] Stuart David Lyons [The Applicant]
- [3] Arun District Council [ADC]
- [4] West Sussex County Council [WSCC]
-

AGREEMENT

under Section 106 of the Town & Country Planning Act 1990
and other powers
Land at Windroos Nursery, Worthing Road,
Littlehampton, West Sussex BN17 6LY

Delwyn Jones
Planning Solicitor
Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF
DX 57406 LITTLEHAMPTON
Reference: LU/229/10

THIS AGREEMENT is dated
and is made between:

14 September

2011

- [1] Stuart David Lyons and Marcia Elizabeth Lyons both of Arnon, Worthing Road, Littlehampton, West Sussex BN17 6LY ("the First Owner"), the said Stuart David Lyons ("the Second Owner") and the said Stuart David Lyons and Marcia Elizabeth Lyons and Michael Bernard Catchpole of Hill House, Sixpenny Handley, Salisbury, Wilts SP5 5NT ("the Third Owner") and the First Owners, the Second Owner and the Third Owners are together herein referred to as "the Owner"
- [2] the said Stuart David Lyons ("the Applicant")
- [3] Arun District Council of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN17 5LF ("ADC")
- [4] West Sussex County Council of County Hall, Chichester, West Sussex, PO19 1RQ ("WSCC")

1 Background

- 1.1. The Owner is the registered proprietor of the land at Windroos Nursery to the north of Worthing Road Littlehampton West Sussex shown for identification and illustration purposes edged red on the plan marked "Site Plan" attached, and also on the filed plans of the four registered titles referred to below, also attached, all of which property is hereinafter called "the Land" as follows:
 - 1.1.1. the First Owner is the registered proprietor of part of the Land registered with title number WSX49368;
 - 1.1.2. the Second Owner is the registered proprietor of part of the Land registered with title numbers WSX49366 and WSX99545; and
 - 1.1.3. the Third Owner is the registered proprietor of part of the Land registered with title number WSX49367.
- 1.2. ADC is the local planning authority and the local authority responsible for provision of leisure services and the local housing authority for the area in which the Land is situated.
- 1.3. The WSCC is the Strategic Planning Authority, the local highway authority and the local education authority local library authority local waste authority and local fire authority for the area in which the Land is situated.
- 1.4. The Applicant has by planning application number LU/229/10 applied to ADC for outline planning permission to develop the Land by the demolition of 2 bungalows, workshop, glasshouses and incidental development with erection of 91 dwellings with improved means of access onto Worthing Road (including closure of existing two accesses) with all other matters reserved.

2 Interpretation

In this Agreement:

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

SITE PLAN

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H.M. LAND REGISTRY		TITLE NUMBER
		WSX49366
ORDNANCE SURVEY PLAN REFERENCE	TQ 0803	Scale 1/2500
COUNTY WEST SUSSEX	DISTRICT ARUN	© Crown copyright

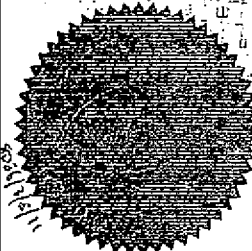
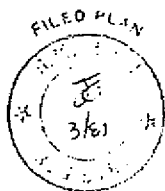
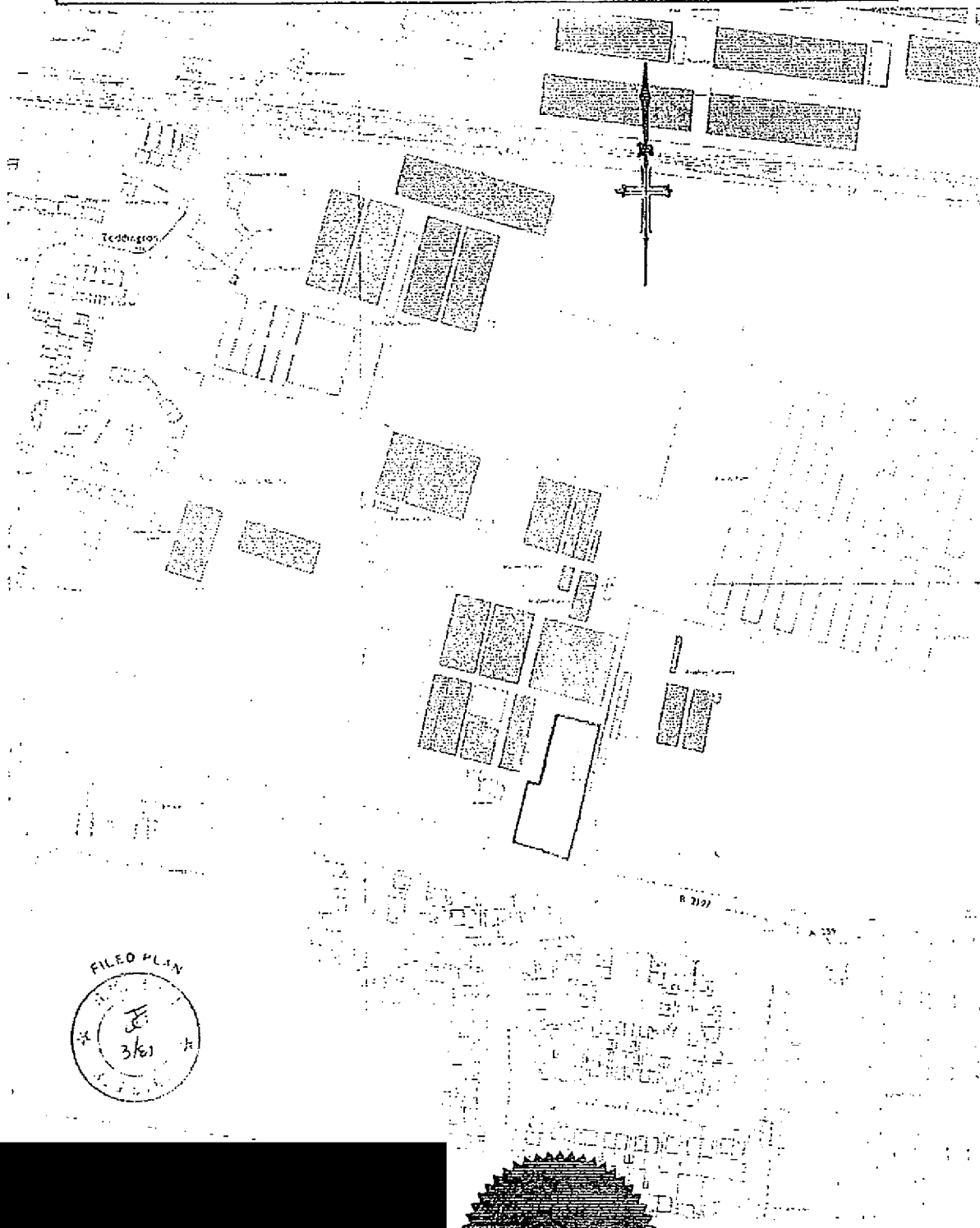


H.M. LAND REGISTRY		TITLE NUMBER
		WSX99545
ORDNANCE SURVEY PLAN REFERENCE	100303	Scale 1/2500
COUNTY WEST SUSSEX	ARUN DISTRICT	© Crown copyright

The boundaries shown by dotted lines have been plotted from the plans on the cards. The plan may be updated from later survey information.



H.M. LAND REGISTRY		TITLE NUMBER
		WSX49368
ORDNANCE SURVEY PLAN REFERENCE	TO 12345	Scale 1:2500
COUNTY WEST SUSSEX	DISTRICT	© Crown copyright



H.M. LAND REGISTRY		TITLE NUMBER
		WSX49367
ORDNANCE SURVEY PLAN REFERENCE	TE 0306	Scale 1:2000
COUNTY WEST SUSSEX	DISTRICT ARUN	© Crown copyright



- 2.2. Words importing the singular include the plural and vice versa;
- 2.3. Words importing persons include companies and corporations and vice versa;
- 2.4. In the absence of contrary provision wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually;
- 2.5. Any reference to a clause or schedule or plan is to one in to our attached to this Agreement;
- 2.6. Any reference to a colour or letter is a reference to a colour or letter shown on the plan(s) 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. In the absence of contrary provision references to any party to this Agreement shall include the successors in title to that party and to any deriving title through or under that party and in the case of the WSCC and ADC the successors to their respective functions;
- 2.9. "the Act" means the Town and Country Planning Act 1990;
- 2.10. "Affordable Housing" means affordable housing as defined in Planning Policy Statement 3 Housing Annex B and as defined in policy DEV 17 and DEV 18 of the Arun District Council Local Plan 2003 and "includes social rented and intermediate housing provided to specified eligible households whose needs are not met by the market";
- 2.11. "agreed" or "approved" means agreed or approved in writing and given for the purpose of this Agreement;
- 2.12. "the Application" means the planning application number LU/229/10 made by the Applicant to develop the Land together with a strip of land adjoining the western and northern boundaries of the Land (registered under title number WSX294072) which will not form part of the Development and is not subject to the terms of this Deed;
- 2.13. "Commencement of Development" means the date on which the Development commences by the carrying out on the Land pursuant to the planning permission granted pursuant to the Application of a material operation as specified in section 56(4) of the 1990 Act and the terms "Commence", "Commencement" and "Commenced" shall be construed accordingly PROVIDED THAT for the purposes of this Agreement the following operations will not be considered to be material operations triggering Commencement - (a) site investigations or surveys; (b) site decontamination works; (c) demolition and site clearance works ; (d) erection of site fencing and other site security; (e) construction of any construction access; (f) the erection of any temporary marketing suite or sales facilities other than those that may be contained within or comprise residential units constructed pursuant to the Planning Permission; (g) the laying or diversion of services or

other works in respect of any statutory undertakers' equipment; (h) the carrying out of any environmental or ecological works;

- 2.14. "the Development" means the development of the Land proposed by the Application or permitted by planning permission granted pursuant to the Application or carried out substantially in accordance with such planning permission;
- 2.15. "Draft Permission" means a planning permission in the form set out in Schedule 1 annexed to this agreement;
- 2.16. "Education Contribution" means the education contribution referred to in Clause 8.1.1, made up of separately calculated and payable contributions to primary and (subject to the provisions of Clause 8.1.1) secondary (including further secondary) education, both calculated in accordance with the formula set out in Schedule 2, to make good a deficiency in education provision arising from the Development;
- 2.17. "Healthcare Contribution" means the contribution referred to in Clause 7.1.1 to make good a deficiency in healthcare provision arising from the Development;
- 2.18. "Library Contribution" means the contribution referred to in Clause 8.1.2 for the enhancement of Littlehampton Library calculated in accordance with the formula set out in Schedule 3;
- 2.19. "Occupation" means first residential occupation of any dwelling constructed as part of the Development for the purpose of which such unit has been granted planning permission and shall not include occupation for construction fitting-out marketing or security purposes and "Occupy" and "Occupied" shall be construed accordingly;
- 2.20. "the Public Open Space" means that part of the Land as is to be laid out as public open space pursuant to Clause 6.1;
- 2.21. "Specified Date" means the date upon which an obligation arising under this Agreement is due to be performed;
- 2.22. "Strategic Highways Infrastructure Contribution" means the contribution referred to in Clause 7.1.3 to make good a deficiency in the provision of highways infrastructure arising from the Development and such contribution is to be used for the provision of the Lyminster Bypass;
- 2.23. "Swimming Pools Contribution" and the "Halls Contribution " means the contributions referred to in Clause 7.1.2 [a] and [b] to make good a deficiency in leisure and community facilities arising from the Development; and
- 2.24. "Waste Management Services Contribution" means the contribution referred to in Clause 8.1.3 to make good a deficiency in the provision of waste management arising from the Development.

3 Enabling Provisions

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

4 Liability of the Owner

- 4.1. The Third Owner (in this clause 4 meaning only Stuart David Lyons and Marcia Elizabeth Lyons and Michael Bernard Catchpole named at the start of this agreement as the Third Owner (and their successors as the trustees of the SD Lyons Discretionary Trust but not their other successors in title to their part of the Land)) shall not be jointly and severally liable hereunder with the other parties and shall only be jointly (not severally) liable between themselves and the extent of their liability shall be limited to the value of the assets of the said trust.
- 4.2. No party (including the Applicant) will be liable under this agreement after that party shall have parted with their interest in the Land.

5 Commencement

- 5.1. This Agreement shall come into effect upon the date of the grant of the Application in the form of a permission substantially in the form of the Draft Permission but the obligations in Clauses 6-12 (inclusive), 14.2, 14.3, 14.4, 14.5, 14.6, and 15 shall become effective only on the Commencement of the Development.
- 5.2. On Commencement of the Development the Owner will give to ADC and WSCC notice in writing of that commencement in the form of the Commencement Notice annexed to this Deed as Schedule 4 addressed to ADC's Head of Planning Services and WSCC's County Planning Officer at the addresses set out above.

6 Provision of Public Open Space

The Owner and the Applicant agrees with ADC:

- 6.1. to provide and lay out an area of open space in accordance with the Application and substantially in a position and in accordance with a specification approved by ADC prior to Commencement of the Development (such approval not to be unreasonably withheld or delayed) and to ADC's reasonable satisfaction;
- 6.2. to ensure that there is public access to the Public Open Space;
- 6.3. to complete the works of provision and laying out in accordance with Clause 6.1 and the specification approved by ADC and to make the Public Open Space available for use by the public no later than the first Occupation of the 15th dwelling forming part of the Development;
- 6.4. Within three months of the completion of the works in accordance with the specification approved by ADC and referred to in Clause 6.3 the Owner must either:-
 - 6.4.1. by notice, require ADC to take a transfer of the Public Open Space to include the covenants and other matters set out in Schedule 5 (and such transfer shall not take place unless prior written notice of the same has first been served on the original parties comprising the Owner as named at the head of this Deed ("the Original Owners")); or

- 6.4.2. procure that another appropriate body (which may be itself as the developer of the Land) enter into a deed of covenant with ADC that such other body, receiving the contribution referred to in Clause 6.5, will use it only to fully comply with a maintenance programme for the Public Open Space, to be agreed with ADC, both parties acting reasonably, and will use it only for the purpose of open space for public use; and
- 6.5. upon the transfer to ADC (which transfer the transferee will execute to accept the obligations therein contained) or upon completion of the deed of covenant referred to in Clause 6.4.2, to pay ADC or the covenantor of the deed of covenant the sum of £67,512.56 together with any sum due to indexation in accordance with clause 11 hereto being the commuted sum to be used for the maintenance of the Public Open Space and interest as referred to in clause 12.

7 Payment of Contributions to ADC

The Owner and the Applicant agrees with ADC:

- 7.1. The Owner and the Applicant will pay to ADC the following sums:
 - 7.1.1. the Healthcare Contribution of £35,000 for transfer by ADC to The Primary Care Trust for ADC's area or the successor body thereto and ADC may direct or request that such payment shall be made direct to the Primary Care Trust;
 - 7.1.2. [a] the Swimming Pools Contribution of £20,592 for the swimming pools; and
[b] the Halls Contribution of £37,557 for the halls; and
 - 7.1.3. the Strategic Highways Infrastructure Contribution of £140,000;
- 7.2. The Owner will pay the contributions referred to in Clause 7.1 as follows:
 - 7.2.1. One third will be paid on or before Commencement of Development;
 - 7.2.2. One third will be paid either on or before Occupation of the 45th dwelling forming part of the Development or 2 years from the Date of Commencement of the Development whichever shall occur sooner; and
 - 7.2.3. One third will be paid either on or before completion of all the dwellings (so that they are ready for beneficial occupation) or 4 years from the Date of Commencement of the Development whichever shall occur sooner;

AND the Owner will procure that no dwellings are Occupied beyond the numbers permitted above unless the relevant payment shall have been made;

PROVIDED THAT where the Applicant and/or Owner is subject to Community Infrastructure Levy in respect of the Development the obligation to make the payments set out above will not apply;

AND PROVIDED FURTHER THAT to the extent that ADC fails to use any such

payments as are set out in clause 7.1 for the purpose for which they are paid within 10 years from the date of payment ADC shall repay the same to the Original Owners (as defined in clause 6.4.1) or to whomsoever they shall direct within 14 days of receipt by ADC of a written request.

8 Payment of Contributions to WSCC

The Owner and the Applicant agrees with the WSCC:

8.1. The Owner will pay to WSCC the following sums:

8.1.1. the Education Contribution provided that the Education Contribution will only be due in respect of primary education unless WSCC reasonably requires it in respect of secondary or further secondary education on approval of any relevant reserved matters;

8.1.2. the Library Contribution; and

8.1.3. the Waste Management Services Contribution of £7,000 but only if reasonably required by WSCC on approval of any relevant reserved matters;

8.2. The Owner will pay the contributions referred to in Clause 8.1 as follows:

8.2.1. One third will be paid on or before Commencement of Development;

8.2.2. One third will be paid on or before Occupation of the 25th dwelling forming part of the Development ; and

8.2.3. One third will be paid on or before Occupation of the 50th dwelling (so that they are ready for beneficial occupation);

AND the Owner will procure that no dwellings are Occupied beyond the numbers permitted above unless the relevant payment shall have been made;

PROVIDED THAT where the Applicant and/or Owner is subject to Community Infrastructure Levy in respect of the Development the obligation to make the payments set out above will not apply;

AND PROVIDED FURTHER THAT to the extent that WSCC fails to use any such payments as are set out in clause 8.1 for the purpose for which they are paid within 10 years from the date of payment WSCC shall repay the same to the Original Owners (as defined in clause 6.4.1) or to whomsoever they shall direct within 14 days of written request.

9 Fire and Rescue Service

9.1. Emergency Vehicle Access

The Owner and the Applicant covenant that the Development will include suitable access approved by WSCC acting reasonably for fire brigade vehicles and equipment to the reasonable satisfaction of WSCC.

9.2. Fire Hydrants

The Owner and the Applicant covenant that prior to Commencement of

Development to submit to WSCC for WSCC's approval (approval not to be unreasonably withheld or delayed) a proposal for the location and installation of one (1) fire hydrant in accordance with the West Sussex Fire Brigade Guidance Notes attached to this Agreement and prior to Occupation of the Development they will at their own expense install the fire hydrant in the approved location and arrange for the connection to a water supply which is appropriate in terms of both pressure and volume for the purposes of fire fighting.

10 Certificates

The Owner and the Applicant agree with the WSCC and the ADC:

- 10.1. where this Agreement imposes a requirement for the making of a payment or the undertaking of an act or the cessation of an activity on a Specified Date the Owner and the Applicant shall give to the ADC and WSCC notice of the Specified Date not more than seven days after such Specified Date; and
- 10.2. if the Owner and/or Applicant fails to give the notice required under this Clause the ADC and WSCC shall be entitled in their reasonable discretion to determine the Specified Date and shall give notice to the Owner and Applicant of its determination.

11 Index Linking

- 11.1. The Owner and the Applicant undertake to ADC that any sums payable to ADC by the Owner or the Applicant 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.
- D is the Building Cost Information Service National All-In Tender Price Index for the quarter preceding the date of this agreement.
- $\frac{C}{D}$ is equal to or greater than 1.

- 11.2. The adjustment in sub clause 11. 1 shall only be made where the Specified Date is more than 6 months after the date of this undertaking.
- 11.3. If there is more than 6 months between instalments of payments there will be no retrospective adjustments to instalments paid previously.

12 Interest

The Owner and the Applicant agree with the ADC and WSCC to pay interest on sums due to ADC and WSCC under this Agreement but not paid on the Specified Date from

the Specified Date until actual payment. The rate of interest shall be 4% above the HSBC Bank base rate from time to time.

13 Affordable Housing

The Owner and the Applicant agree to be bound by the obligations set out in Schedule 6 relating to the provision of Affordable Housing.

14 Legal and Administrative Costs

The Owner and the Applicant agree with ADC and WSCC:

Legal Costs

- 14.1. to pay on completion of this Agreement to the ADC and the WSCC their respective reasonable legal costs reasonably incurred in preparing and entering into this Agreement;
- 14.2. to pay on completion of the transfer of the Public Open Space pursuant to this Agreement to the ADC its reasonable legal costs reasonably incurred in connection with the said transfer;

Monitoring Costs

- 14.3. to pay on Commencement of the Development to the ADC a contribution of £250 incurred in monitoring compliance with this Agreement;
- 14.4. to pay on Commencement of the Development to the ADC their additional administrative costs incurred in monitoring compliance with each obligation contained in this Agreement in the sum of £50 for each obligation amounting in total to £500 calculated as follows:-

Affordable Housing - £50

Public Open Space -£50

Contributions x 3 £150

GRAND TOTAL of sums due under the above clauses = £250 + £250 = £500

- 14.5. for the avoidance of doubt and in addition to the above charges ADC shall be entitled to utilise a proportion of any monetary payment specified in this Deed for related project costs up to a maximum of 5% of any payment or £15,000 which ever shall be the larger; and
- 14.6. for the avoidance of doubt the above charges are standard charges and shall not preclude ADC from claiming and receiving any additional monitoring and legal or enforcement costs above and beyond these standard charges when circumstances require that they be incurred in pursuing full compliance with this Deed whether through the courts or otherwise.

15 Payment Notice

The parties to this Agreement hereby agree that all payments due under this Agreement shall be forwarded to the ADC and or WSCC (as appropriate) and shall have attached to them a copy of the Payment Notice contained in Schedule 7 to this Agreement duly completed.

16 General

The parties agree that:

- 16.1. nothing in this Agreement constitutes or constitutes an obligation to grant planning permission;
- 16.2. nothing in this Agreement grants planning permission or any other approval consent or permission required from the WSCC or ADC in the exercise of any other statutory function;
- 16.3. nothing in this Agreement fetters or restricts the exercise by the WSCC and ADC of any of their powers;
- 16.4. the obligations contained in this Agreement are planning obligations for the purpose of Section 106 of the Act;
- 16.5. this Agreement constitutes a deed;
- 16.6. this Agreement is enforceable by ADC as to Clauses 6, 7, 11 and Schedule 6 and by WSCC as to Clauses 8 and 9;
- 16.7. 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;
- 16.8. 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; and
- 16.9. this Agreement is a Local Land Charge and shall be registered as such.

17 Arbitration

Any dispute or difference arising between the parties with regard to their respective rights and obligations as to any matter or thing arising out of or connected with this Deed shall be referred to the decision of a single arbitrator to be agreed by the parties or failing agreement between them to be nominated by the President for the time being of the Royal Institution of Chartered Surveyors and any such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1996 or any statutory modification or re-enactment for the time being in force.

18 Notice Provisions

Any notice or other communication given or made under this Deed shall be in writing and be sent by recorded delivery post to the address of the party specified in this Deed or to such other address in England (in substitution therefore) as may be notified in writing by that party from time to time for this purpose and:

- 18.1. in the case of ADC or WSCC shall be addressed to the Solicitor to Arun District Council or the Solicitor to West Sussex County Council as the case may be, such notice or communication being deemed to have been given or made and delivered at 11.00 am on the next working day after posting; and
- 18.2. where any party consists of more than one person the notice must be served on all of those persons.

SCHEDULE 1
Draft Permission

TOWN AND COUNTRY PLANNING ACT 1990

DRAFT DECISION ONLY

Application Ref: LU/229/10/



To Addressee



Site Address

Windroos Nursery
Worthing Road
Littlehampton
BN17 6LY



Description of Development

Outline application for redevelopment of site: Demolition of 2 bungalows, workshop, glasshouses and incidental development with erection of 91 dwellings with improved means of access onto worthing road (including closure of existing 2 accesses) with all other matters reserved.



In pursuance of their powers under this Act and related Orders and Regulations the Council PERMIT this development to be carried out in accordance with the application and plan and subject to compliance with the conditions specified.

CONDITION 1 The permission hereby granted is an outline permission under Article 3(1) of the Town and Country Planning (General Development Procedure) Order 1995 and an application for the approval of the Local Planning Authority to the following matters must be made not later than the expiration of 5 years beginning with the date of this permission:-

- (a) Layout;
- (b) Scale;
- (c) Appearance;
- (d) Landscaping.

Reason: To enable the Local Planning Authority to control the development in detail and to comply with Section 92 of the Town and Country Planning Act 1990 (as amended).

CONDITION 2 The development hereby permitted shall be begun either before the expiration of 5 years from the date of this permission, or before expiration of 2 years from the date of approval of the last of the reserved matters to be approved, whichever is the later.

Reason: To enable the Local Planning Authority to control the development in detail and to comply with Section 92 of the Town and Country Planning Act 1990 (as amended).

CONDITION 3 This permission relates to the following approved plans:-

Site Plan. Scale: 1:1250@ A4. Drawing No. 01.
Site Plan. Scale 1:500@ A1. Drawing No. 01.
Indicative Site Layout. Scale 1:500@ A1. Drawing No. 03 Rev C.
Access Plan. Scale 1:500@ A1. Drawing No. 02.
Sightline Survey. Scale 1:500@ A1. Drawing No. 022.1832.S1.

Reason: For the avoidance of doubt and in the interests of amenity and the environment in accordance with GEN7 of the Arun District Local Plan.

CONDITION 4 No development shall be carried out until all buildings and structures existing on the application site at the date of this permission have been demolished, the debris removed from the site and the site cleared.

Reason: In the interests of the amenities of the locality in accordance with policy GEN7 of the Arun District Local Plan.

CONDITION 5 Prior to the commencement of development approved by this planning permission (or such other date or stage in development as may be agreed in writing with the Local Planning Authority), the following components of a scheme to deal with the risks associated with contamination of the site shall each be submitted to an approved, in writing, by the local planning authority:

- 1) A preliminary risk assessment which has identified:
 - all previous uses;
 - potential contaminants associated with those uses;
 - a conceptual model of the site indicating sources, pathways and receptors;
 - potentially unacceptable risks arising from contamination at the site.
- 2) A site investigation scheme based on (1) to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off site.
- 3) The site investigation results and the detailed risk assessment (2) and, based on these, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken.
- 4) A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in (3) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.

Any changes to these components require the express consent of the local planning authority. The scheme shall be implemented as approved.

Reason: To ensure that any contamination related to the historic and recent site uses does not cause pollution to controlled waters due to the development in accordance with PPS23 and Policy GEN26 of the Arun District Local Plan.

CONDITION 6 Prior to occupation of any part of the development hereby permitted, a verification report demonstrating completion of the works set out in the approved remediation strategy and the effectiveness of the remediation shall be submitted to and approved, in writing by the local planning authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met. It shall also include any plan (a long-term monitoring and maintenance plan) for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action, as identified in the verification plan, and for the reporting of this to the local planning authority.

Reason: To ensure that the development complies with approved details in the interests of protection of the environment and prevention of harm to human health in accordance with policies GEN7 and GEN31 of the Arun District Local Plan.

CONDITION 7 If, during development, contamination not previously identified is found to be present at the site then no further development (unless otherwise agreed in writing with the Local Planning Authority) shall be carried out until the developer has submitted, and obtained written approval from the local planning authority for, an amendment to the remediation strategy detailing how this unsuspected contamination shall be dealt with.

Reason: To ensure that the development complies with approved details in the interests of protection of the environment and prevention of harm to human health in accordance with policies GEN7 and GEN31 of the Arun District Local Plan.

CONDITION 8 No infiltration of surface water drainage into the ground is permitted other than with the express written consent of the local planning authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to controlled waters. The development shall be carried out in accordance with the approved details.

Reason: To ensure that surface water drainage does not mobilise or cause pollution to controlled waters in accordance with PPS23 and Policy GEN26 of the Arun District Local Plan.

CONDITION 9 Development shall not commence until a surface water drainage scheme for the site, based on sustainable drainage principles and including an assessment of the hydrological and hydro geological context of the development, has been submitted to and approved in writing by the Local Planning Authority, in consultation with Southern Water and the Environment Agency. The scheme shall also include:

- a "Surface water Management Statement, or a SUDS Design Statement detailing the management train processes;
- details of how the scheme shall be maintained and managed after completion;
- details of how the scheme relates to any identified contamination and risk assessment;
- information of pollution prevention.

The scheme shall subsequently be implemented in accordance with the approved details before the development is completed.

Reason: To ensure that the development is satisfactorily drained and to protect groundwater quality from sources of pollution or mobilisation of contamination in accordance with PPS23 and Policies GEN7, GEN9 and GEN26 of the Arun District Local Plan.

CONDITION 10 Infiltration rates for soakaways and SUDS systems are to be based on tests undertaken over the wetter winter period. The design should be based on BRE 365, and cater for the 1 in 10 year storm between the invert of the entry pipe to the soakaway, and the highest recorded groundwater table. It must also have provision to ensure that there is capacity in the system to contain below the lowest ground level the 1 in 100 year event plus 20% rainwater volumes.

Any Sustainable Urban Drainage Scheme (SUDS) or soakaway design must include 12 months of groundwater table monitoring data to determine the typically highest annual groundwater table in support of the design.

Reason: To ensure that the development is satisfactorily drained in accordance with policies GEN7, GEN9 of the Arun District Local Plan.

CONDITION 11 Prior to the commencement of development approved by this planning permission (or such other date or stage in development as may be agreed in writing with the Local Planning Authority), the following information shall be submitted to an approved, in writing, by the local planning authority:

1) A vehicle swept path analysis to support the movement framework for emergency vehicles and refuse vehicles, both within the internal layout and where appropriate in respect off-site highway proposals. Any issues identified within this analysis need to be addressed.

2) A clear indication of the areas to be offered for highway adoption is required for the internal layout prior to the commencement of development. Details of street furniture, materials, street lighting specifications etc should all be included to support site master planning process.

3) Prior to any development a Construction Traffic Management Plan must be submitted and approved by the County Council.

Reason: In the interests of road safety in accordance with Policy GEN7 of the Arun District Local Plan.

CONDITION 12 The development hereby approved, shall not be commenced until such time as a Travel Plan has been submitted to and approved in writing by the Local Planning Authority. The Travel Plan once approved shall thereafter be implemented and monitored as agreed. The Travel Plan shall be completed in accordance with the latest guidance and good practice documentation as published by the Department for Transport or as advised by the Highway Authority.

Reason: To encourage and promote sustainable transport amongst residents and visitors to the residential development in accordance with PPG13.

CONDITION 13 The development permitted by this planning permission shall only be carried out in accordance with the approved Extended Phase 1 Habitat Survey Report - Bat Survey. Reptile Habitat Assessment July 2010. The clearing of remaining vegetation, must not be carried out during the bird nesting season. A reptile survey shall be carried out prior to works commencing on site and submitted to the Local Planning Authority for approval. Vegetation on the western boundary shall be retained, as recommended in the tree protection plan. Bat and bird boxes shall be provided to enhance the ecological potential of the site and mitigate for the loss of mature vegetation.

The development shall be carried out in accordance with the approved details and any subsequent amendments shall be agreed in writing with the local planning authority.

Reason: This condition is necessary to ensure that Reptiles and its habitat is protected both within and adjacent to the development site. Without this condition, it is possible that avoidable damage could be caused to the nature conservation value of the site contrary to national planning policy as set out in Planning Policy Statement 9 and Planning Policy Statement 1. The applicant could also be liable to criminal prosecution under the Wildlife and Countryside Act 1981 (as amended by CROW 2000) and the Habitats Directive regulations for European Protected species.

CONDITION 14 No development shall take place until there has been submitted to, and approved by, the Local Planning Authority, a landscaping scheme. The approved details of the landscaping shall be carried out in the first planting and seeding season, following the occupation of the buildings or the completion of the development, whichever is the sooner, and any trees or plants which, within a period of five years from the completion of development, die, are removed or become seriously damaged or diseased, shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority gives written consent to any variation.

Reason: In the interests of amenity and of the environment of the development in accordance with policy GEN7 of the Arun District Local Plan.

CONDITION 15 No trenches or pipe runs for services and drains shall be cut or laid within 5 metres of the bole of any existing tree to be retained on this or adjoining sites.

Reason: To protect tree roots from damage likely to lead to the loss of the tree in the interests of the visual amenities of the locality in accordance with policy GEN7 of the Arun District Local Plan.

CONDITION 16 No development, including site works of any description, shall take place on the site unless and until all the existing trees/bushes/hedges to be retained on the site have been protected by a fence to be approved by the Local Planning Authority erected around each tree or group of vegetation at a radius from the bole or boles of 5 metres or such distance as may be agreed in writing by the Local Planning Authority. Within the areas so fenced off the existing ground level shall be neither raised nor lowered and no materials, temporary buildings, plant machinery or surplus soil shall be placed or stored thereon without the prior written approval of the Local Planning Authority. If any trenches for services are required in the fenced off areas they shall be excavated and backfilled by hand and any tree roots encountered with a diameter of 25mm or more shall be left unsevered.

In addition, the following shall be adhered to as part of the development hereby approved:-

- The fencing associated with the Hawthorn Hedge (H17) on the north western boundary, must have tree protection fencing extending 5m from the base of the trees.
- The Oak Tree (T11) must be protected with adequate fencing according to the BS5837 (2005) by providing substantial fencing to a distance of at least 5.5m.
- The three Monterey Pines (G16) to the east of the eastern boundary should not be cut to the fence boundary as proposed by the Ecourban consultants.

Any trees removed without such consent or dying or being seriously damaged or becoming seriously diseased during that period shall be replaced in the following planting season with trees of such size and species as may be agreed with the Local Planning Authority.

Reason: To ensure the retention and maintenance of trees and vegetation which are an important feature of the area in accordance with policy GEN7 of the Arun District Local Plan.

CONDITION 17 The burning of materials obtained by site clearance or from any other source shall not take place within 6 metres of the furthest extent of the canopy of any tree or group of trees to be retained on the site or on land adjoining.

Reason: To protect trees and vegetation from fire damage in the interests of the visual amenities of the locality in accordance with policy GEN7 of the Arun District Local Plan.

CONDITION 18 No development shall take place until the following information, relating to noise attenuation has been submitted to, and approved by, the Local Planning Authority, in consultation with the Councils Environmental Health Officers:-

- Details of façade attenuation measures proposed to habitable rooms fronting the A259 and the adjacent Watersmead Business Park (current plans do not indicate a boundary with the railway line);
- A specification of boundary attenuation measures indicated in the north-east corner of the site;
- A survey of the background noise adjacent to the north east boundary.

The development shall be carried out in accordance with the approved details.

Reason: To protect the amenities of occupiers of adjoining properties in accordance with Arun District Local Plan Policies GEN7 and GEN32.

CONDITION 19 An archaeological investigation of the site shall be carried out at the expense of the developer in accordance with a specification to be submitted to and agreed by the Local Planning Authority in writing following the demolition of any existing buildings and before the commencement of building works.

Reason: To ensure appropriate investigation and recording of archaeological Heritage Assets on the site prior to commencement of new building works, in accordance with saved policy AREA17 of the Arun District Local Plan and PPS5 (Planning for the Historic Environment).

CONDITION 20 No dwelling shall be occupied until space has been laid out within the site for the parking of cars in accordance with a drawing and schedule to be submitted and approved in writing by the local planning authority. These areas shall thereafter not be used for any purpose other than the parking of cars.

Reason: To accord with the parking requirements in accordance with Policy GEN7 of the Arun District Local Plan.

CONDITION 22 INFORMATIVE:

The applicant/ developer should enter into a formal agreement with Southern Water to provide the necessary sewerage infrastructure required to service this development. Please contact Atkins Ltd, Anglo St James House, 39A Southgate Street, Winchester, SO23 9EH (Tel: 01962 856688) or www.southernwater.co.uk

INFORMATIVE: Summary of Reasons for Grant Article 31 Development Management Procedure Order 2010

SUMMARY

This planning permission is granted because it complies with the policies listed below in that this is an allocated site, as referred to in saved Policy Site 7 of the Arun District Local Plan

and therefore the principle of residential development in this location has been accepted. Subject to the submission of a satisfactory reserved matters application, it is considered that the proposal would not have a materially adverse effect on the visual amenities of the locality or the residential amenities of any adjoining properties, nor would it have an adverse impact upon the established character of the surrounding residential area and there are no material considerations to indicate otherwise.

RELEVANT POLICIES

LOCAL PLAN: GEN2, GEN5, GEN7, GEN8, GEN9, GEN12, GEN18, GEN20, GEN32, DEV17.

NATIONAL POLICIES: PPS1, PPS3, PPS9, PPG13, PPG17, PPG24.

This is only a summary of reasons for granting to comply with Article 31 and full reasons appear in the Officer report.

INFORMATIVE:

The applicant is advised of the consultation response, which was received from Sussex Police on 2nd September 2010 and is available to view on the Councils website (www.arun.gov.uk). These comments should be taken into consideration as part of any reserved matters application.

INFORMATIVE:

The applicant should note that under Part 1 of the Wildlife and Countryside Act 1981, with only a few exceptions, it is an offence for any person to intentionally take, damage or destroy the nest of any wild birds while the nest is in use or being built. Birds nest between March and September and therefore removal of dense bushes, ivy or trees or parts of trees etc. during this period could lead to an offence under the act.

INFORMATIVE:

This notice does not give authority to destroy or damage a bat roost or disturb a bat. Bat species are protected under Section 39 of the 1994 Conservation (Natural Habitats etc) Regulations (as amended), the 1981 Wildlife and Countryside Act (as amended) and the 2000 Countryside and Rights of Way Act. It is illegal to damage or destroy any bat roost, whether occupied or not, or disturb or harm a bat. If you are aware that bats roost in a tree(s) for which work is planned, you should take further advice from Natural England (via the Bat Conservation Trust on [REDACTED]) or an ecological consultant before you start. If bats are discovered during the work, you must stop immediately and contact Natural England before continuing.

INFORMATIVE:

Please note that related to this permission is an agreement under Section 106 of the Town & Country Planning Act 1990.

Case Officer: Mrs C Rodway

Head of Planning Services
Arun District Council
The Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF

30th March 2011

DRAFT

IT IS IMPORTANT THAT YOU READ THE NOTES ATTACHED TO THIS DOCUMENT

NOTES RELATING TO PLANNING APPLICATION TOWN AND COUNTRY PLANNING ACT 1990

APPEALS TO THE SECRETARY OF STATE

If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the First Secretary of State under section 78 of the Town and Country Planning Act 1990.

If this is a decision on a planning application relating to the same or substantially the same land and development as is already the subject of an enforcement notice, if you want to appeal against your local planning authority's decision on your application, then you must do so within 28 days of the date of this notice.

If an enforcement notice is served relating to the same or substantially the same land and development as in your application and if you want to appeal against your local planning authority's decision on your application, then you must do so within: 28 days of the date of service of the enforcement notice, or within 6 months (12 weeks in case of a householder appeal) of the date of this notice, whichever period expires earlier.

If you want to appeal, then you must do so within 6 months of the date of this notice using a form which you can get from the Secretary of State, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN or on line at www.planningportal.gov.uk/pcs

The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.

The Secretary of State need not consider an appeal if it seems to him that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

In practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based their decision on a direction given by him.

PURCHASE NOTICES

If either the local planning authority or the Secretary of State refused permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

In these circumstances, the owner may serve a purchase notice on the Council

(that is, where the land is situated in a National Park, the National Park authority for the Park, or in any other case the district council in whose area the land is situated). This notice will require the Council to purchase the owner's interest in the land in accordance with the provisions of Chapter 1 of Part VI of the Town & Country Planning Act 1990.

Please note that this decision notice only relates to matters under the Planning Acts and does not give consent under any other legislation that may apply to the development. You will need to carry out your own checks to determine whether any other consents or permissions are required. For example, the Building Regulations are likely to apply to most developments, and a Highways Licence may be required from West Sussex County Council for any development within the public highway (including the placing of skips on highway land).

SCHEDULE 2

Formula for calculating Education Contribution

DfE Figure x ACP = Education Contribution where:

Note: "x" means multiplied by.

ACP (Additional Child Product) = The estimated additional number of school age children likely to be generated by the development calculated by reference to the total number of dwellings, less any allowance for affordable dwellings, as approved by a subsequent reserve matters planning application. The following criteria are used to generate a child product:

Dwelling Size	/	Occupancy	
	House	Flat	
1 bed	=	1.7	1.2
2 bed	=	1.8	1.3
3 bed	=	2.2	1.7
4 bed	=	2.7	2.4
5 bed	=	3.0	2.0

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

DfE Figure = Department for Children, Schools and Families (DfE) Primary school building costs per pupil place (for pupils aged 4 to 11) as adjusted for the West Sussex area applicable at the date when the Education Contribution is paid (which currently for the financial year 2009/2010 are - Primary £13,115, Secondary £19,762, Further Secondary £21,432), which figures shall be reviewed by an amount equal to the proportionate change in the Royal Institute of Chartered Surveyors Building Cost Information Service All-In Tender Price Index between the quarter preceding the date of this Deed and the quarter preceding the quarter in which the date of payment of the Education Contribution falls.

SCHEDULE 3
Formula for calculating Library Contribution

The Library Contribution is to be calculated in accordance with the following formula:-

$M \times AP = \text{Library Contribution}$ where:

Note: "x" means multiplied by.

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

Houses and bungalows

Dwelling size – Occupancy

1 bedroom = 1.7 persons
2 bedrooms = 1.8 persons
3 bedrooms = 2.2 persons
4 bedrooms = 2.7 persons
5 bedrooms = 3.0 persons

Flats and Maisonettes

Dwelling Size – Occupancy

1 bedroom = 1.2 persons
2 bedrooms = 1.3 persons
3 bedrooms = 1.7 persons
4 bedrooms = 2.4 persons
5 bedrooms = 2.0 persons

M = Extra Library space in sqm per 1,000 population x the library cost multiplier (which currently for the financial year 2009/2010 are 30 sqm and £3,620 per sqm respectively).

PROVIDED THAT where first Occupation is after 31 March 2011 the Library Contribution shall be reviewed by an amount equal to the proportionate change in the Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors between the quarter preceding the date of this Deed and the quarter preceding the quarter in which the date of payment of the Library Contribution falls.

SCHEDULE 4
Commencement Notice
Pursuant to Clause 5.2

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

Dated this ____ day of ____ 200

Signed _____

On Behalf Of: _____

TO:	[1] Assistant Director Planning and Housing Strategy Arun District Council, Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN17 5LF [DX: 57406] Littlehampton [2] County Planning Officer, West Sussex County Council, County Hall, Chichester, West Sussex, PO19 1RQ [DX: 30330] Chichester
FROM:	
DEVELOPMENT AT:	Land at Windroos Nursery, Worthing Road, Littlehampton, West Sussex BN17 6LY
NATURE OF DEVELOPMENT:	
PLANNING PERMISSION DATE & REFERENCE	
PLANNING OBLIGATION DATE & PARTIES	
START DATE:	

SCHEDULE 5
Matters to be contained in Transfer of Public Open Space to ADC or another

The transfer referred to in clause 6.4.1 shall contain the following provisions:

- 1 A covenant on the part of the transferee with the Original Owners (as referred to in clause 6.4.1) that the Public Open Space (meaning the whole or any part of it) shall not at any time be used for any purpose other than as public open space to which the public have access.
- 2 A covenant with the Original Owners that the transferee will not make any disposition within the meaning of section 205 of the Law of Property Act 1925 or section 27(3) of the Land Registration Act 2002 of the whole or any part of the Public Open Space without first procuring that the disponent enters into a covenant in the same terms as the covenant set out in paragraph 1 above.
- 3 An application by the parties for registration on the title of the Public Open Space of a restriction in form L preventing any disposition of any part of the land transferred without a certificate supplied by the Original Owners or their solicitors that paragraph 2 above has been complied with and the Original Owners will covenant to provide such a certificate if paragraph 2 has been complied with

AND the Original Owners and their successors in title shall be entitled to assign the benefit of the said restriction in which case the transferee (or its successor in title) shall co-operate in amending the terms of the restriction

AND the reasonable costs of the Original Owners or their assignees (as the case may be) in complying with the provisions of this schedule on a disposition being made relating to the Public Open Space shall be met by the transferee or their successor(s) in title as the case may be.

- 4 They shall be granted for the benefit of the Public Open Space and excepted and reserved for the benefit of the remainder of the Land such rights and easements as may be reasonably required by the respective parties.

SCHEDULE 6
Affordable Housing provisions applicable to the Development

1 In this Schedule:

- 1.1. "Affordable Housing Units" means 14 dwellings within the Development and which shall be:
 - 1.1.1. 7 Social Rented dwellings; and
 - 1.1.2. 7 Shared Ownership dwellings.
- 1.2. "Market Housing Units" means Residential Units within the Development which are not Affordable Housing Units.
- 1.3. "Market Value" means the estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in an arm's length transaction after proper marketing wherein the parties each acted knowledgeably, prudently and without compulsion.
- 1.4. "Qualifying Occupiers" means persons who can satisfy the definition of those qualifying for Affordable Housing at paragraph 2.9 in this 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.
- 1.5. "Registered Provider" means a social landlord registered as such under the Housing and Regeneration Act 2008 or previous legislation.
- 1.6. "Residential Units" means individual units within the Development to be used for residential purposes (and for the avoidance of doubt this definition shall include houses and flats as appropriate).
- 1.7. "Shared Ownership" means in respect of any dwelling, housing at prices and rents above those of Social Rented but below market prices or rents and which meet the criteria for Affordable Housing and for those persons qualifying for it set out in this Schedule. These can include shared equity products (eg HomeBuy) other low cost homes for sale and intermediate rent but does not include Affordable Rented Housing as set out in Annex B of Planning Policy Statement 3 (2011).
- 1.8. "Social Rented" has the same meaning as set out in Annex B of Planning Policy Statement 3 (2011).

2 Affordable Housing

The Owner and the Applicant agrees with ADC that the provisions of this paragraph 2 of Schedule 6 will apply;

Obligation to Provide Affordable Housing

- 2.1. the location of the Affordable Housing Units within the Development shall be as shown on a plan to be agreed in writing by the Applicant and the ADC prior

to implementation or Commencement of the Development both parties acting reasonably;

- 2.2. the Applicant will procure that the construction of the Affordable Housing Units is completed no later than the date on which the last of the Market Housing Units is completed;
- 2.3. (unless otherwise agreed in writing with the ADC) the Applicant will not allow occupation of any of the Market Housing Units without first (subject to the provisions of this Schedule) having procured the disposal of the Affordable Housing Units (either freehold or leasehold for a period of not less than 165 years) to a Registered Provider on terms which ensure that the Affordable Housing Units are and remain bound by the obligations in this paragraph 2.3 (subject to paragraph 2.8.1) or having agreed that it will make the payment referred to at paragraph 2.8;
- 2.4. With effect from the date on which they are completed (subject to the provisions of this Schedule) the Affordable Housing Units shall not be occupied other than by Qualifying Occupiers and for the avoidance of doubt this restriction shall apply not just to the first occupier of any of the Affordable Housing Units but to all subsequent occupiers of them;

Mechanics and Terms of Transfer

- 2.5. The Owner and the Applicant shall make an offer to sell the Affordable Housing Units to a Registered Provider which offer shall include (a) sale of land contract (b) a draft transfer (c) a transfer price of 45 % of Market Value of the properties to be sold to a Registered Provider at time of the offer but as though such properties were Market Housing Units not subject to the terms of this schedule;
- 2.6. Such offer shall remain open for acceptance for no less than 3 months ("the first offer period") from the date of the offer being made ("the offer date");
- 2.7. In the event that the first offer made pursuant to paragraph 2.5 is not accepted within 3 months of the offer date then the Owner and the Applicant shall make a second offer to another Registered Provider to enter into an Affordable Housing Land sale contract not later than one month after the expiry of the first offer period ("the second offer") and such offer shall consist of the same as the first offer subject to revisions necessitated by lapse of time and shall remain open for acceptance for no less than 3 months ("the second offer period") from the date of the offer being made;
- 2.8. In the event the second offer not being accepted within the second offer period then:
 - 2.8.1. the Owner and the Applicant will pay to ADC a sum equivalent to the cost at that time of providing the Affordable Housing Units within the District of Arun to be agreed between the parties within 2 months of the failure of the second offer to be accepted or if not so agreed to be referred to arbitration under clause 17 and once the payment is agreed and made in full to ADC by the Owner in accordance with this Agreement the Affordable Housing Units will not be subject to the terms of this Schedule but will be Market Housing Units;

2.8.2. The sum due under clause 2.8.1 above shall be paid in instalments as follows:

[a] 50 % of the sum within one month of the sum being agreed;
and

[b] 50 % of the sum within 12 months of the date of the sum being agreed;

2.9. The Owner will procure that the Registered Provider grants nomination rights to ADC in relation to the first occupation of the Affordable Housing Units Provided that if ADC do not accept such offer within 30 days of receiving the same in writing then the Registered Provider shall be free to allocate the Affordable Housing Units but shall have regard as far as possible to the following criteria:

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

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

2.9.3. any employment opportunity in the locality; or

2.9.4. any other connection with the locality;

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

Further Provisions

2.10. It is agreed and declared that:

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

2.10.2. the provisions of paragraph 2.4 above 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 percent; and

[c] 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);

- 2.11. In the event that any Affordable Housing Unit is the subject of a legal charge or mortgage and there is a default under any legal charge or mortgage of such an Affordable Housing Unit then any chargee or mortgagee ("the Chargee") shall be entitled to exercise its power of sale free from the restrictions set out in paragraph 2.4 of this Schedule provided that (unless paragraph 2.10.2 applies and the dwelling in question is no longer subject to the provisions of paragraph 2.4) the Chargee shall first have followed the procedure set out below:

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

2.11.2. At the same time as giving the Sale Notice the Chargee shall make an offer ("the Offer") to sell the Affordable Housing Unit in question to ADC for an amount to be agreed or determined in accordance with sub-paragraph 2.11.5.2 ("the Purchase Price");

2.11.3. ADC may notify the Chargee in writing within one month of the date of the Offer whether or not it wishes to accept the Offer (in the case of an acceptance such acceptance to be conditional upon the Purchase Price being acceptable to ADC);

2.11.4. If ADC shall notify the Chargee within the time specified in sub-paragraph 2.11.3 that it does not wish to accept the Offer ADC shall then have one month from the date upon which it notifies in writing its refusal of the Offer within which to arrange for the transfer of the Affordable Housing Unit in question in consideration of the Purchase Price to a Registered Provider.

2.11.5. If either ADC shall notify the Chargee within the time specified within sub-paragraph 2.11.3 that it wishes to accept the offer or if within the time specified in sub-paragraph 2.11.4 ADC gives written notice to the Chargee that arrangements can be made in accordance with sub-paragraph 2.11.4 then:

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

2.11.5.2. ADC and the Chargee shall endeavour to agree the Purchase Price which shall represent the open market value of the Affordable Housing Unit in question but subject to any tenancy of the Affordable Housing Unit as may be subsisting at the date of the Sale Notice and disregarding the provisions of paragraph 2.4 of this Schedule AND in default of such agreement the Purchase Price shall be determined on the same basis of valuation by an independent surveyor ("the Surveyor") experienced in valuing residential land and property who shall act as an expert and whose costs shall be borne by ADC and the Chargee in equal shares and the Surveyor shall be appointed in default of agreement between the parties on the application of either party by or on behalf of the President for the time being of the Royal Institute of

Chartered Surveyors (or successor organisation) and the Surveyor's determination shall be binding on both parties;

2.11.6. Subject to the provisions of sub-paragraph 2.11.7 the transfer to ADC or to a Registered Provider shall be completed within two months of the date the Purchase Price is agreed (or such longer period as may be agreed between the Chargee and ADC) or determined in accordance with sub-paragraph 2.11.5.2 ("the Completion Period);

2.11.7. If the Chargee 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 paragraph 2.11 that party shall give to the other not less than seven days' written notice of its intention to discontinue. In the case of the Chargee serving such a notice of its wish not to continue then the Affordable Housing Unit in question shall continue to be bound by the provisions of this Schedule as though no sale Offer had been made;

2.11.8. If either:

2.11.8.1. ADC fails to give notification to the Chargee within the time specified in sub-paragraph 2.11.3; or

2.11.8.2. having given notification of refusal of the Offer in accordance with sub-paragraph 2.11.3 ADC fails to give notification to the Chargee within the time specified in sub-paragraph 2.11.4; or

2.11.8.3. ADC having complied with the time periods specified in sub-paragraph 2.11.3 and (in the case of a refusal of the Offer) sub-paragraph 2.11.4 the transfer to either ADC or to a Registered Provider shall not be completed within the Completion Period; or

2.11.8.4. ADC shall serve notice of its intention to discontinue under sub-paragraph 2.11.7.

then the Chargee shall be under no obligation to sell the Affordable Housing Units either to ADC or to a Registered Provider and shall be entitled to exercise its powers of sale without any of the provisions of paragraph 2.4 of this Schedule being binding on the purchaser or purchasers of the Affordable Housing Units or any part thereof or any successor in title hereto; and

2.11.9. ADC shall in formulating or promoting any arrangements referred to in sub-paragraph 2.11.4, give consideration to protecting the interests of the Chargee in respect of monies outstanding under the charge or mortgage.

SCHEDULE 7
Form of 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: Land at Windroos Nursery, Worthing Road, Littlehampton, West Sussex
BN17 6LY
- 3 Agreement dated:
- 4 Planning application reference number : LU/229/10
- 5 Obligation in Agreement

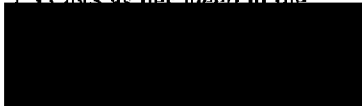
[a]	clause no.	
[b]	contribution towards	
[c]	amount of contribution due	
[d]	date upon which contribution is due	
[e]	amount of contribution enclosed	

SIGNED and DELIVERED
By STUART DAVID LYONS
as his Deed in the



Catchpole Law
Hill House, Sixpenny Handley
Salisbury, Wiltshire, SP5 5NT

SIGNED and DELIVERED
by MARCIA ELIZABETH
LYONS as her Deed in the



Catchpole Law
Hill House, Sixpenny Handley
Salisbury, Wiltshire, SP5 5NT

SIGNED and DELIVERED
By MICHAEL BERNARD
CATCHPOLE as his Deed in the



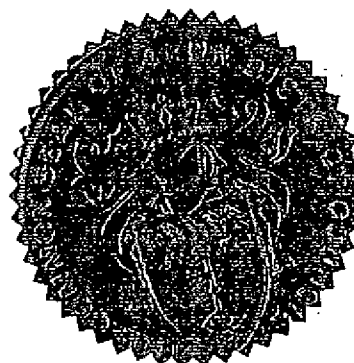
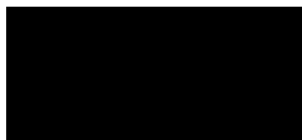
Catchpole Law
Hill House, Sixpenny Handley
Salisbury, Wiltshire, SP5 5NT

SEALED with the COMMON SEAL
of ARUN DISTRICT COUNCIL



Authorised Signatory

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



SEAL Book No: 197/2011

