

Section 106 Agreement – Land South of Summer Lane and west of Pagham Road, Pagham – P/140/16/OUT (CM56110)

DATED THIS 22 DAY OF November 2018			
(1)	ARUN DISTRICT COUNCIL		
(2)	WEST SUSSEX COUNTY COUNCIL		
(3)	CLAUDIA LANGMEAD, OLIVIA LANGMEAD, MELANIE JENKINS, VICTORIA LANGMEAD, LESLIE JAMES LANGMEAD AND PATRICIA LANGMEAD		
(4)	HANBURY (PM) LIMITED		
(5)	ASHMARDEN LIMITED		
	Agreement pursuant to Section 106 of the Town and Country Planning Act 1990 relating to land south of Summer Lane and west of Pagham Road, Pagham, West Sussex Planning ref: P/140/16/OUT		
	Arun District Council Maltravers Road Littlehampton West Sussex BN17 5LF DX 57406 LITTLEHAMPTON		

Date:	22 November	2018
PARTIES:		
1.	ARUN DISTRICT COUNCIL of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN17 5LF ("the Council")	
2.	WEST SUSSEX COUNTY COUNCIL of County Hall, West Street, Chichester, West Sussex, PO19 1RQ ("the County Council")	
3.	CLAUDIA LANGMEAD , OLIVIA LANGMEAD, MELANIE JENKINS and VICTORIA LANGMEAD ("the First Owners") and LESLIE JAMES LANGMEAD and PATRICIA LANGMEAD of Basing Park, Privett, Alton, Hampshire ("the Second Owners") hereafter collectively referred to as "the Owners".	
4.	HANBURY (PM) LIMITED (Co. Reg No. 08060673) of 17 Northgate, Chichester, West Sussex, PO19 1BE ("Hanbury")	
5.	ASHMARDEN LIMITED (Co. Reg No, 00466772) of Basing Park, Privett, Alton, Hampshire, GU34 3NS ("Ashmarden")	

WHEREAS

1.	The Council is the local planning authority, and the local authority responsible for housing, public open space, equipped play space and sport and recreation facilities for the area in which the Land is situated.
2.	The County Council is the local highway authority and the local authority responsible for providing education, libraries and fire rescue services for the area in which the Land is situated.
3.	The First Owners are the registered freehold proprietors of those parts of the Land at Summer Lane, Pagham, shown for identification purposes only edged red on the Plan (hereinafter called "the Land") as are registered at HM Land Registry under title number WSX340729
4.	The Second Owners are the registered freehold proprietors of those parts of the Land as are registered at HM Land Registry under title number WSX340728 and also of the Cycle Track Land which is registered under the said title.
5.	Ashmarden is the registered freehold proprietor of the Pagham Harbour SPA Habitat Enhancements Land which is registered at HM Land Registry under title number WSX340506 and enters into this Agreement to give the covenant at paragraph 16 of the First Schedule PROVIDED THAT Ashmarden shall not be liable for the obligations of the Owners herein relating to the Land unless Ashmarden acquires an interest in the Land or the relevant part thereof.

6.	Hanbury have by planning application number P/140/16/OUT applied to the Council for outline planning permission to develop the Land for mixed use development comprising of up to 400 dwellings, a care home with up to 70 beds, a Local Centre comprising up to 2000sqm of A1/A2/A3/D1/sui generis floor space, provision of land for a 1FE primary school (with sufficient space to ensure that it is expandable to 2FE), provision of land for a scout hut, safeguarding of land to help link the site to the Pagham Harbour Cycle Route & other community uses including public open space & allotments and enter into this Agreement to consent to their interest in the Land as applicant and developer being bound by the terms of this Agreement in accordance with Clause 21 herein
7.	The Council has resolved that subject to the completion of this Agreement Planning Permission be granted subject to the conditions for the Development
8.	This Agreement is made as a Deed

NOW THIS DEED WITNESSETH as follows:

1.	Interpretation
	In this Agreement:
1.1	Clause headings shall not affect the interpretation of this Deed.
1.2	A reference to a "person" includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).
1.3	A reference to a "company" shall include any company, corporation or other body corporate, where and however incorporated or established.
1.4	Unless the context otherwise requires, words in the singular shall include the plural and vice versa.
1.5	Unless the context otherwise requires a reference to one gender shall include a reference to other genders.
1.6	A reference to any party shall include that party's representatives, successors and permitted assigns and to any person deriving title through or under the party and in the case of the Council and the County Council the successors to their respective statutory functions.
1.7	Unless the context otherwise requires a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

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	1.8	Unless the context otherwise requires a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.	
	1.9	A reference to "writing" and "written" does not include fax or email.	
	1.10	References to clauses and Schedules are to the clauses and schedules of this deed.	
	1.11	Any reference to a colour of letter is to be on the plans attached to this Agreement.	
	1.12	An obligation on a party not to do something includes an obligation not to allow that thing to be done.	
	1.13	Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.	
	1.14	Subject to Clause 12, where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually	
2.	In this Agreement unless otherwise stated the following expressions shall where the context so admits have the following meanings:		
	2.1	" the Act"	means the Town and Country Planning Act 1990 as amended
	2.2.	"Affordable Housing"	means any form of housing identified within legislation national planning policy framework or a ministerial statement as meeting the requirements of affordable housing planning obligation under section 106 of the Act (or any successor legislation) or the provision of which would make such a planning obligation unnecessary and may include but is not limited to • social rented housing • affordable rented housing • shared ownership housing • intermediate housing (including intermediate rent, shared equity and low-cost homes for sale) But (subject to the proviso at Clause 2.5) does not include Starter Homes as specified in Sections 2 and 3 of the Housing and Planning Act 2016 as they will not meet the needs of persons on the local housing register.

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2.3	"Affordable Housing Provider"	means either one or a combination of: a a registered provider of Affordable Housing registered under the Housing and Regeneration Act 2008 with Homes England who is either on the Council list of Approved Affordable Providers (annexed as Schedule 7); or b any other provider of Affordable Housing who is approved by the Council in writing; or c such other body or organisation approved by the Council in writing whose main object is the provision of Affordable Housing
2.4	"Affordable Housing Scheme"	means a plan and accommodation schedule showing the location dwelling type and tenure mix of the Affordable Housing Units within the relevant Phase to be submitted to and approved in writing by the Council pursuant to paragraph 1.1 of the First Schedule
2.5	"Affordable Housing Units" and "Affordable Housing Land"	means 30% (thirty percent) of the Dwellings within the Development to be provided (subject to the terms of this Agreement) as Affordable Housing with a tenure split of: Affordable Rented Housing Units - 80% (eighty percent); Intermediate Housing Units - 20% (twenty percent) in accordance with the terms of this Agreement unless otherwise agreed between the Council and the Owners PROVIDED THAT if the provision of Starter Homes within the Development is required by law pursuant to any legislation enacted subsequent to the date hereof relating to Starter Homes said units shall count as Affordable Housing Units and the tenure mix of the remaining Affordable Housing units shall be adjusted as agreed between the Owners and the Council.
2.6	"Affordable Rented Housing"	means a form of Affordable Housing, involving homes being available at a rent level of up to 80% of local market rent (inclusive of service charge at the time of each letting which rent may be increased annually by no more than CPI + 1.0% or in the event of any change to legislation in relation to affordable rent such other rent level or level of annual increase which may be applicable at the time of each letting) and "Affordable Rent Unit" and "Affordable Rent" shall be construed accordingly

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2.7	"Affordable Housing Standard"	means the Homes England Design and Quality Standards applicable at the date of the relevant reserved matters approval for the Dwellings in question but for the avoidance of doubt excluding any Code for Sustainable Homes requirements which are no longer in force at the said date.
2.8	"agreed" or "approved"	means agreed or approved in writing and given for the purpose of this Agreement
2.9	"All Requisite Consents"	means all requisite consents orders agreements authorisations licences and permissions required to implement a scheme
2.10	"the Application"	means the planning application number P/140/16/OUT made for the Development on the Land.
2.11	"Approved Body"	means a Registered Provider being one of the Council's preferred partners included in the list attached At Schedule 7 of this Agreement or such other Registered Provider acceptable to the Council in accordance with the Council's Supplementary Planning Guidance and which has been first approved in writing by the Council
2.12	"Care Home"	means the care home of up to 70 (seventy) beds forming part of the Development and any ancillary landscaped or parking areas.
2.13	"Care Home Phase"	means that part of the Land upon which the Care Home and any ancillary landscaped or parking areas are to be situated which is shown hatched orange and labelled "Care Home" on the Phasing Plan.
2.14	"CIL Regulations"	means the Community Infrastructure Regulations 2010 (as amended)
2.15	"Commencement of Development"	means the date that the Development is begun by the carrying out of a material operation on the Land pursuant to the Planning Permission within the meaning of section 56 of the Act and the terms "Commence", "Commencement" and "Commenced" shall be construed accordingly save that for the purposes of this Agreement the Development shall not be considered to have been Commenced by virtue of operations consisting of site levelling stripping or clearance, demolition work, archaeological investigations, investigations for the purposes of assessing ground conditions, remedial works in respect of any contamination or other adverse ground

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			conditions, the diversion and laying of services, the erection of any temporary means of enclosure the construction of highways and/or access works to serve the Development pursuant to any Highways Agreement or the temporary display of site notices or advertisements.						
	2.16	“Completed”	<table><tr><td colspan="2">means</td></tr><tr><td>(i)</td><td>in the case of any Open Space Areas or Sports Pitches completed and available for use in accordance with the relevant approved Open Spaces Scheme; or</td></tr><tr><td>(ii)</td><td>in the case of the Highway Works means practically completed and open for public use pursuant to the requisite Highways Agreement.</td></tr></table>	means		(i)	in the case of any Open Space Areas or Sports Pitches completed and available for use in accordance with the relevant approved Open Spaces Scheme; or	(ii)	in the case of the Highway Works means practically completed and open for public use pursuant to the requisite Highways Agreement.
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(ii)	in the case of the Highway Works means practically completed and open for public use pursuant to the requisite Highways Agreement.								
	2.17	“County Index Linked”	means adjusted in accordance with Clause 9 hereof.						
	2.18	“CPI”	means the Consumer Price Index published from time to time by the Office of National Statistics						
	2.19	“Cycle Track Land”	means the land to be used as a potential cycle link to Honer Lane being that strip of land shown indicatively shaded yellow and marked with a dotted purple line on drawing number DLA/1731/L001.07/Rev A annexed hereto at Appendix 1 to be reserved pursuant to paragraph 6 of the Second Schedule.						
	2.20	“Cycle Track Request”	<table><tr><td colspan="2">means a written request from the County Council to the Owners for the Owners to grant to the County Council and the public such rights as may be reasonably required to create a cycle track on the Cycle Track Land accompanied by:</td></tr><tr><td>(i)</td><td>A plan showing the proposed route/alignment of the cycle track for the Owners approval; and</td></tr><tr><td>(ii)</td><td>Evidence (in such form as the Owners' reasonably may require) that the County Council has commenced the project of which the proposed section of cycle track to be situated in the Cycle Track Land forms part.</td></tr></table>	means a written request from the County Council to the Owners for the Owners to grant to the County Council and the public such rights as may be reasonably required to create a cycle track on the Cycle Track Land accompanied by:		(i)	A plan showing the proposed route/alignment of the cycle track for the Owners approval; and	(ii)	Evidence (in such form as the Owners' reasonably may require) that the County Council has commenced the project of which the proposed section of cycle track to be situated in the Cycle Track Land forms part.
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(i)	A plan showing the proposed route/alignment of the cycle track for the Owners approval; and								
(ii)	Evidence (in such form as the Owners' reasonably may require) that the County Council has commenced the project of which the proposed section of cycle track to be situated in the Cycle Track Land forms part.								

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2.21	"the Development"	means the development of the Land pursuant to the Planning Permission for mixed use development comprising of up to 400 (four hundred) Dwellings, a care home with up to 70 (seventy) beds, a Local Centre comprising up to 2000sqm of A1/A2/A3/D1/sui generis floor space, provision for a 1Form Entry("FE") primary school (with sufficient space to ensure that it is expandable to 2 FE), provision of land for a scout hut, safeguarding of land to help link the site to the Pagham Harbour Cycle Route & other community uses including public open space & allotments as proposed by the Application.								
2.22	"Disposal"	means a disposal of the Affordable Dwelling Units and /or land upon which those units are to be constructed to an Approved Body whether by transfer of the freehold or the grant of a long lease for a term of at least 125 years and "Dispose" and "Disposed" shall be construed accordingly								
2.23	"Dwelling "	means a residential unit provided as part of the Development but for the avoidance of doubt for the purposes of this Agreement excludes the Care Home or any extra care or 55 (fifty-five) and over units contained therein.								
2.24	"Early Years Contribution"	<table><tr><td colspan="2">means a financial contribution of £646,000 (six hundred and forty-six thousand pounds) County Index Linked towards the delivery of an early years facility serving the Development as set out in the Arun Infrastructure Delivery Plan 2017 which shall be attributed to the Phases as follows:</td></tr><tr><td>(i)</td><td>50% (fifty percent) of the Early Years Contribution shall be payable pursuant to paragraph 1 of the Second Schedule in respect of Phase A;</td></tr><tr><td>(ii)</td><td>40% (forty percent) of the Early years Contribution shall be payable pursuant to paragraph 1 of the Second Schedule in respect of Phase B; and</td></tr><tr><td>(iii)</td><td>10% (ten percent) of the Early years Contribution shall be payable pursuant to paragraph 1 of the Second Schedule in respect of Phase C.</td></tr></table>	means a financial contribution of £646,000 (six hundred and forty-six thousand pounds) County Index Linked towards the delivery of an early years facility serving the Development as set out in the Arun Infrastructure Delivery Plan 2017 which shall be attributed to the Phases as follows:		(i)	50% (fifty percent) of the Early Years Contribution shall be payable pursuant to paragraph 1 of the Second Schedule in respect of Phase A;	(ii)	40% (forty percent) of the Early years Contribution shall be payable pursuant to paragraph 1 of the Second Schedule in respect of Phase B; and	(iii)	10% (ten percent) of the Early years Contribution shall be payable pursuant to paragraph 1 of the Second Schedule in respect of Phase C.
means a financial contribution of £646,000 (six hundred and forty-six thousand pounds) County Index Linked towards the delivery of an early years facility serving the Development as set out in the Arun Infrastructure Delivery Plan 2017 which shall be attributed to the Phases as follows:										
(i)	50% (fifty percent) of the Early Years Contribution shall be payable pursuant to paragraph 1 of the Second Schedule in respect of Phase A;									
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(iii)	10% (ten percent) of the Early years Contribution shall be payable pursuant to paragraph 1 of the Second Schedule in respect of Phase C.									
2.25	"Enhanced LEAP"	means a LEAP with 9 (nine) pieces of play experience, and the term "ELEAP" shall be construed accordingly								

	2.26	"Fire and Rescue Services Contribution"	means the financial contribution payable to the County Council for the provision of fire service infrastructure (excluding fire hydrants) to make serve the additional needs of the community generated by the Development and to be used towards the re-development or re-location of Bognor Regis Fire Station and which shall be payable and calculated for each Phase in accordance with the following formula: $Y \times (Z/M) = \text{Fire and Rescue Services Contribution}$ where: Note: / = divided by x = multiplied by Y = the estimated adjusted increase in population generated by the Phase of the Development. The following figures are used: <table border="1"> <thead> <tr> <th colspan="2">Dwelling Size</th><th colspan="2">Occupancy</th></tr> <tr> <th></th><th></th><th>House</th><th>Flat</th></tr> </thead> <tbody> <tr> <td>1 bed</td><td>=</td><td>1.5</td><td>1.3</td></tr> <tr> <td>2 bed</td><td>=</td><td>1.9</td><td>1.9</td></tr> <tr> <td>3 bed</td><td>=</td><td>2.5</td><td>2.4</td></tr> <tr> <td>4+ bed</td><td>=</td><td>3.0</td><td>2.8</td></tr> </tbody> </table> 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, is £5,530,000 County Index Linked by reference to any change in the Royal Institute of Chartered Surveyors Building Cost Information Service All-in Tender Price Index between the date hereof and the date of payment). M = the projected population of the Fire and Rescue Service Southern Service Division of West Sussex which is 429,647	Dwelling Size		Occupancy				House	Flat	1 bed	=	1.5	1.3	2 bed	=	1.9	1.9	3 bed	=	2.5	2.4	4+ bed	=	3.0	2.8
Dwelling Size		Occupancy																									
		House	Flat																								
1 bed	=	1.5	1.3																								
2 bed	=	1.9	1.9																								
3 bed	=	2.5	2.4																								
4+ bed	=	3.0	2.8																								
	2.27	"Footpath 101 Contribution"	means a financial contribution, County Index Linked, of £55,913.98 (fifty-five thousand nine hundred and thirteen pounds ninety-eight pence) payable to the County Council to be used towards surfacing improvements to public footpath 101																								
	2.28	"Further Secondary"	means a financial contribution, County Index Linked payable to the County Council towards the cost of providing additional educational infrastructure required																								

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		Education Contribution"	to accommodate the extra demands for further secondary education generated by the Development pursuant to paragraph 1 of the Second Schedule be used towards additional equipment for Felpham Community College Sixth Form department which shall be calculated for each Phase of the Development as follows:			
			DfE Figure (Further Secondary) x ACP = Further Secondary Education Contribution			
			Where:			
			ACP (Additional Child Product) = The estimated additional number of school age children likely to be generated by the Phase of the Development calculated by reference to the total number of Dwellings in the Phase (less any Affordable Rented or Social Rented Houses), as approved by the relevant reserved matters planning approval for the Phase. The following criteria are used to generate a child product:			
			Dwelling Size		Occupancy	
					House	Flat
			1 bed	=	1.5	1.3
			2 bed	=	1.9	1.9
			3 bed	=	2.5	2.4
			4+ bed	=	3.0	2.8
			Using the above occupancy rates to determine an overall population increase the following factors are applied. According to 2001 census data, there are 14 persons per 1000 population in each school year group for houses and 5 persons per 1000 population in each school year group for flats. There are 2 year groups for further secondary education and 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 (Further Secondary) = Department for Education Further Secondary school building costs per pupil place as adjusted for the West Sussex area for the year 2017/2018 which are £25,600 (twenty-five thousand six hundred pounds) to be County Index Linked by reference to any change in the Royal Institute of Chartered Surveyors Building Cost Information Service All-in Tender Price Index between the date hereof and the date of payment			

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	2.29	"Habitat Regulations Assessment"	means an assessment report by Ecological Planning & Research Ltd dated 19 th September 2018 made under the EC Habitats Directive (92/43/EEC) and the Conservation of Habitats and Species Regulations 2017 and the term "HRA" shall be construed accordingly
	2.30	"Highways Agreement"	means an agreement between the Owner and the County Council and / or Highways England under section 38 and/or section 278 of the Highways Act 1980 or such other enabling powers as may be appropriate having regard to the item of Highways Works in question.
	2.31	"Highway Works"	means - a scheme of works to widen the three approaches to the roundabout at the B2166/B2145 junction in accordance with drawing 1816/13/E annexed hereto at Appendix 2 subject to any revisions thereto as may be agreed with the County Council pursuant to the relevant Highway Agreement with an estimated cost of £98,000
	2.32	"Hook Lane Development"	means the proposed development of up to 300 new homes, a Care home of up to 80No. beds, D1uses of up to 4000sqm including a 2 form entry Primary School, formation of new means of access onto Hook Lane & Pagham Road, new pedestrian & cycle links, the laying out of open space, new strategic landscaping, habitat creation, drainage features & associated ground works & infrastructure on land at Hook Lane promoted by Hallam Land and assigned planning application reference number P/6/17/OUT by the Council
	2.33	"Index"	means the "All Items" index figure of the Index of Retail Prices published by the Office for National Statistics or any successor government office, ministry or department
	2.34	"Index Linked"	means adjusted in accordance with Clause 9 hereof
	2.35	"Intermediate Housing Units"	means homes for sale and rent provided at a cost above social rented housing but below open market levels and that fall within the definition of Affordable Housing the form of which is to be Shared Ownership Housing or such other Affordable Housing products as may be agreed with the Council PROVIDED THAT (save in the case of Starter Homes where the proviso to Clause 2.5 shall apply) such agreement shall not be

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			withheld where the Affordable Housing product in question comprises Affordable Housing for the purposes of the NPPF (such version as may be in force at the time or such equivalent national planning guidance relating to Affordable Housing as may replace it) .
	2.36	“LAP”	means a Local Area for Play for children of early school age which is to be provided in accordance with Arun District Council Supplementary Planning Guidance on Open Space and Recreation Standards (October 2000)
	2.37	“LEAP”	means a Local Equipped Area for Play provided in accordance with Arun District Council Supplementary Planning Guidance on Open Space and Recreation Standards (October 2000)
	2.38	“Leisure Pool Contribution”	means a financial contribution of £193,350.00 (one hundred and ninety-three thousand three hundred and fifty pounds) towards the expansion and reconfiguration of wet side changing rooms, including conversion to village change to increase the capacity and overall customer experience at Arun Leisure Centre.
	2.39	“Leisure Sports Hall Contribution”	means a financial contribution of £179,571.00 (one hundred and seventy-nine thousand five hundred and seventy-one pounds) towards the expansion and reconfiguration of the ground floor dry side main public changing rooms to increase the capacity and overall customer experience at Arun Leisure Centre.
	2.40	“Library Contribution”	means the sum of £33,333 (thirty-three thousand three hundred and thirty-three pounds) County Index Linked towards the creation of a new Tier 7 as part of the Community Hub at Summer Lane
	2.41	“Management Company”	means a private limited company to be established by the Owners (and registered at Companies House) or such other form of private management company or community trust body/organisation as may be approved in writing by the Council the purposes of which will be (inter alia) to manage and maintain the Public Open Space Areas and the Sports Pitches.
	2.42	“Market Housing Units”	means Dwellings within the Development which are not Affordable Housing Units”

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2.43	“MUGA”	means a multi-use games area
2.44	“MUGA Contribution”	means a financial contribution in the sum of £13,333 (thirteen thousand three hundred and thirty-three pounds) towards the installation of fencing around the MUGA at Avisford Recreation Ground
2.45	“NHS Contribution”	means a financial contribution of £502,777.00 (five hundred and two thousand seven hundred and seventy-seven pounds) which is to be used towards the infrastructure needs of managing GP consultant health care at Grove House GP Surgery or provision of new healthcare facilities at strategic allocation SD3 west of Bersted or the re-location or expansion of the Arthur Griffith Clinic at Pagham.
2.46	“Nomination Agreement”	means a nomination agreement entered into by an Approved Body with the Council in respect of the Affordable Dwelling Units containing provisions substantially in the form set out in Appendix 3 to this Agreement
2.47	“Nomination Rights”	means the right of the Council to nominate occupiers to the Affordable Dwelling Units in accordance with paragraphs 2.6 and 2.7 of the First Schedule to this Agreement
2.48	“NPPF”	means the National Planning Policy Framework in force at the time that this Deed is completed or at the time any appeal is determined
2.49	“Occupation Date”	means the date of occupation of any Dwelling constructed as part of the Development (or as the case may be the first Dwelling within a Phase of the Development) for the purposes authorised by the Planning Permission but for the purposes of this Agreement shall not include any occupation for the purposes of fitting out, marketing or security;
2.50	“Open Market Value”	means open market value assessed in accordance with the Appraisal and Valuation Manual of the RICS (the Red Book)
2.51	“Overage Obligation”	means any obligation to pay overage arising under the Overage Obligation Deed
2.52	“Overage Obligation Deed”	means a transfer dated 18th November 2010 and made between Churchbarton Farms Limited (1) and Ashmarden Limited (2) or any revision, variation or

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			replacement thereof which carries forward the Overage Obligation
	2.53	"Pagham Harbour"	means a Special Protection Area, known as a Natura 2000 site, situated in Pagham, West Sussex in the District of Arun, identified as being of international importance for the breeding, feeding, wintering or migration of rare and vulnerable species of European Union birds
	2.54	"Pagham Harbour SPA Habitat Enhancements Land"	means the area of land adjacent to the Land and the Pagham Harbour SPA shown edged green on Plan 3;
	2.55	"Pagham Harbour SPA Habitat Enhancements Land Management Plan"	means the management and maintenance plan which is to be submitted to and approved by the Council for the enhancement and ongoing management of the Pagham Harbour SPA Enhancements Land pursuant to a condition on the Planning Permission (or any revision thereto as may be submitted to the Council and approved in writing from time to time)
	2.56	"Phasing Plan"	means drawing reference number DLA 1731.L001.26 annexed hereto at Appendix 1 or such revision or amended version thereof as may be submitted to and approved in writing by the Council from time to time;
	2.57	"Phase"	means any of the Phases of the Development shown on the Phasing Plan which contain Dwellings but which for the purposes of this Agreement shall not include the Care Home Phase and for the avoidance of doubt also excludes the Sports Pitches and the Primary School Land.
	2.58	"Phase A"	means that part of the Development as is to be carried out on the land marked Phase A and hatched pink on the Phasing Plan;
	2.59	"Phase B"	means that part of the Development as is to be carried out on the land marked Phase B and hatched yellow on the Phasing Plan;
	2.60	"Phase B and C Access"	means the site access junction from Pagham Road shown with associated pedestrian crossing situated north of the village hall access and replacement bus shelter on Pagham Road including layby, shelter, raised kerbs and appropriate timetable information display as shown indicatively on drawing HTP/1616/01

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			Rev L annexed hereto at Appendix 2 subject to any revisions thereto as may be agreed with WSCC pursuant to the relevant Highways Agreement									
	2.61	"Phase C"	means that part of the Development as is to be carried out on the land marked Phase C and hatched dark green on the Phasing Plan;									
	2.62	"Playing Pitch Contribution"	means a financial contribution of £109,457.00 (one hundred and nine thousand four hundred and fifty seven pounds) towards the improvement of pitch and changing rooms at Westmead Recreation Ground									
	2.63	"Plan 1"	means the plan annexed hereto at Appendix 1 with drawing reference DLA.1731.L003.03 which shows the boundary of the Land									
	2.64	"Plan 2"	means the West Sussex County Council plan annexed to this Deed at Appendix 1 and labelled "Plan 2" which shows the Primary School Site edged red									
	2.65	"Plan 3"	means the plan annexed to this Deed at Appendix 1 and titled "5633: Pagham South – Mitigation Area Plan" which shows the Pagham Harbour SPA Habitat Enhancement Land									
	2.66	"Planning Authority"	means the Council and/or the County Council									
	2.67	"Planning Permission"	means the planning permission granted by the Council for the Development pursuant to the Application.									
	2.68	"Play Areas"	means the LAP(s) LEAP(s) and ELEAP to be provided within the Development pursuant to paragraph 5 of the First Schedule									
	2.69	"Police Infrastructure Contribution"	means the sum of £59,030.97 (fifty-nine thousand and thirty pounds and ninety-seven pence) payable to the Council pursuant to paragraph 4 of the Second Schedule to be made available by the Council to Sussex Police to be used towards the following policing infrastructure items: <table><tr><td>a)</td><td>Towards the Officer start-up equipment cost</td><td>£ 5,384.16</td></tr><tr><td>b)</td><td>Towards the Officer start-up recruitment and training costs</td><td>£ 6,825.00</td></tr><tr><td>c)</td><td>Staff start-up equipment costs</td><td>£ 1355.90</td></tr></table>	a)	Towards the Officer start-up equipment cost	£ 5,384.16	b)	Towards the Officer start-up recruitment and training costs	£ 6,825.00	c)	Staff start-up equipment costs	£ 1355.90
a)	Towards the Officer start-up equipment cost	£ 5,384.16										
b)	Towards the Officer start-up recruitment and training costs	£ 6,825.00										
c)	Staff start-up equipment costs	£ 1355.90										

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			d)	Towards Staff start-up recruitment and training costs	£ 689.00
			e)	Towards the cost of adapting/converting space in Bognor Regis Police Station to form the new Arun Neighbourhood Policing Team NPT) Office	£ 26,485.49
			f)	1 of 5 pooled payments towards the purchase of an additional vehicle for use by the Pagham and Rose Green Neighbourhood Policing Team	£ 13,720.00
			g)	Payment to provide a fixed site ANPR Camera, intelligent dual lane reading Vector Camera with no infrastructure in place for single carriageway.	£ 4,571.42
	2.70	“Primary Education Contribution”	means a financial contribution £1,927,210.00 (one million nine hundred and twenty seven thousand two hundred and ten pounds) County Index Linked to be used towards the construction of the Primary School on the Primary School Land or the construction of such other new primary school or extension to a primary school serving the Development as the County Council and the Owners shall agree which shall be attributed to the Phases as follows:		
			(i)	(i) 50% (fifty percent) of the Primary Education Contribution shall be payable pursuant to paragraph 1 of the Second Schedule in respect of Phase A;	
			(ii)	(ii) 40% (forty percent) of the Primary Education Contribution shall be payable pursuant to paragraph 1 of the Second Schedule in respect of Phase B; and	
			(iii)	(iii) 10% (ten percent) of the Primary Education Contribution shall be payable pursuant to paragraph 1 of the Second Schedule in respect of Phase C.	

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2.71	“Primary School”	means a new 1FE (with capability for extension to 2FE) primary school on the Primary School Land to accommodate pupils from the Development and/or the Hook lane Development and/or the Sefton Road Development and other new housing development in the Pagham area and existing pupils in the Pagham area as required.						
2.72	“Primary School Land”	means the freehold land registered at the Land Registry with title number WSX340729 totalling 1.9 (one point nine) hectares upon which the Primary School will be constructed as is shown edged red on Plan 2						
2.73	“Primary School Land Transfer”	means the legal transfer of the freehold interest in the Primary School Land in the form annexed (with any necessary amendments as may be agreed between the parties acting reasonably hereto) at Appendix 4						
2.74	“Primary School Land Call Notice”	means written notice served by the County Council on the Owners pursuant to paragraph 2 of the Second Schedule hereof requiring the transfer of the freehold estate of the Primary School Land to the County Council						
2.75	“Provide”	means in the case of Affordable Dwelling Units to design and construct such units for habitation in accordance with the Affordable Housing Standard and “Provided” shall be construed accordingly						
2.76	“Public Open Space”	means those parts of the Land comprising amenity greenspace, natural and semi natural space, children’s play areas and parks and gardens the final details of which shall be approved pursuant to the Public Open Space Schemes for the Phases and the relevant reserved matters approvals						
2.77	“Public Open Space Scheme”	<table><tr><td colspan="2">means a scheme for the provision of the Public Open Space and (where applicable) Sports Pitches within or associated with the Phase which shall take into account the HRA and shall include the following:</td></tr><tr><td>(a)</td><td>identify the location and extent of the main Public Open Space Areas and (where applicable Sports Pitches) to be provided within the Phase;</td></tr><tr><td>(b)</td><td>outline the location of and specification for (where applicable) any Play Areas to be provided within the Phase;</td></tr></table>	means a scheme for the provision of the Public Open Space and (where applicable) Sports Pitches within or associated with the Phase which shall take into account the HRA and shall include the following:		(a)	identify the location and extent of the main Public Open Space Areas and (where applicable Sports Pitches) to be provided within the Phase;	(b)	outline the location of and specification for (where applicable) any Play Areas to be provided within the Phase;
means a scheme for the provision of the Public Open Space and (where applicable) Sports Pitches within or associated with the Phase which shall take into account the HRA and shall include the following:								
(a)	identify the location and extent of the main Public Open Space Areas and (where applicable Sports Pitches) to be provided within the Phase;							
(b)	outline the location of and specification for (where applicable) any Play Areas to be provided within the Phase;							

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			(c)	identify how the Public Open Space Areas within the Phase are to be laid out, paved, planted or equipped; and
			(d)	Contain details of the funding arrangements to ensure that there is sufficient funding for the management of the Public Open Space for a period of not less than 25 (twenty-five) years in accordance with the HRA which for the avoidance of doubt may comprise the levying of reasonable estate management charges through the Management Company.
			(e)	include the proposed programme for delivery of the Public Open Space Areas in the Phase linked to the Occupation of Dwellings within the Phase. The proposed programme shall ensure that (save for where provided otherwise herein) all Public Open Space Areas in the Phase are Completed prior to the Occupation of more than 75% (seventy five percent) of the Dwellings in the Phase;
			(f)	include the details of the Management Company to be responsible for the management and maintenance of the Public Open Space Areas and (where applicable) the Sports Pitches; and
			(g)	include an annual maintenance scheme for the Public Open Space Areas and (where applicable) the Sports Pitches;
			and	
			(a) the Owners shall ensure that (unless otherwise agreed by the Council and subject to the below) the provision set out within the approved Public Open Space Schemes for the Development meets the requirements for open space, play area and parks provision for the Development set out in the Council's Open Space Standards Paper – September 2016 save that in respect of Phase C the provision of an ELEAP in either Phase A or Phase B and payment of the MUGA Contribution is to be made in lieu of the provision of on-site children's play areas or	

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			space for young persons within said Phase and the Sports Pitches which are to be delivered in connection with Phase A and Phase B shall be taken to meet any requirement relating to Phase C so that for the avoidance of doubt the Public Open Space Scheme for Phase C does not need to include said elements; and (b) the Sports Pitches shall be covered by and included within whichever is the first of the Public Open Space Schemes for Phase A or Phase B to be submitted for approval and shall be Completed in accordance with paragraph 6 of the First Schedule.
	2.78	"Qualifying Occupier"	means persons who qualify for Affordable Housing within Schedule ~~1-2 and 4~~ to this Agreement and including residents of the Arun District who are unable to resolve their housing needs in the local private sector market because of the relationship between housing costs and income on in the case of any starter homes who meet the statutory criteria for occupation of any such Dwellings.
	2.79	"Registered Provider"	means a provider of Affordable Housing pursuant to the Housing and Regeneration Act 2008 or who is on the Arun District Council list of Approved Registered Providers (attached as the Seventh Schedule to this Agreement) or specifically approved by the Council for the purposes of this Agreement.
	2.80	"Residents"	means the owners and occupiers of individual Dwellings to be constructed on the Land
	2.81	"RICS"	means the Royal Institute of Chartered Surveyors
	2.82	"SAMM Contribution"	means the Pagham Harbour Strategic Access Management and Monitoring contribution being the sum of £871 (eight hundred and seventy one pounds) per Dwelling in the Phase to be used to fund a package of management measures to mitigate any impacts of residential development on Pagham Harbour including wardening, a dog project, website information, signage and monitoring as part of the Pagham harbour Strategic Access management and monitoring project.
	2.83	"Secondary Education Contribution"	means a financial contribution payable to the County Council to be spent on: a) provision of a new secondary school to serve the District to include facilities associated with Phase 1

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		of the new secondary school which includes design and feasibility work; or b) if prior to the Commencement of each Phase the District Council is satisfied that the requirement for additional secondary education spaces would be more reasonably provided by the extension of Felpham Community College the Secondary Education Contribution for that Phase shall be used for the extension of Felpham Community College; The contribution shall be calculated for each Phase of the Development as follows:																								
		DfE Figure (Secondary) x ACP = Secondary Education Contribution																								
		Where:																								
		ACP (Additional Child Product) = The estimated additional number of school age children likely to be generated by the Phase of the Development calculated by reference to the total number of Dwellings in the Phase (less any Affordable Rented or Social Rented Houses), as approved by the relevant reserved matters planning approval for the Phase. The following criteria are used to generate a child product:																								
		<table><tr><th colspan="2">Dwelling Size</th><th colspan="2">Occupancy</th></tr><tr><th></th><th></th><th>House</th><th>Flat</th></tr><tr><td>1 bed</td><td>=</td><td>1.5</td><td>1.3</td></tr><tr><td>2 bed</td><td>=</td><td>1.9</td><td>1.9</td></tr><tr><td>3 bed</td><td>=</td><td>2.5</td><td>2.4</td></tr><tr><td>4 bed</td><td>=</td><td>3.0</td><td>2.8</td></tr></table>	Dwelling Size		Occupancy				House	Flat	1 bed	=	1.5	1.3	2 bed	=	1.9	1.9	3 bed	=	2.5	2.4	4 bed	=	3.0	2.8
Dwelling Size		Occupancy																								
		House	Flat																							
1 bed	=	1.5	1.3																							
2 bed	=	1.9	1.9																							
3 bed	=	2.5	2.4																							
4 bed	=	3.0	2.8																							
		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 5 year groups for secondary education (years 7 to 11).																								
		DfE Figure (Secondary) = Department for Education Further Secondary school building costs per pupil place as adjusted for the West Sussex area for the year 2016/2017 which are £23,442 (twenty three thousand four hundred and forty two pounds) to be index linked by reference to any change in the Royal																								

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			Institute of Chartered Surveyors Building Cost Information Service All-in Tender Price Index between the date hereof and the date of payment .
	2.84	"Section 278 Agreement"	means an agreement or agreements under section 278 of the Highways Act, 1980 between the Owners and / or Hanbury and the County Council relating to the Highway Works
	2.85	"Sefter Road Development"	means the proposed development of (inter alia) 250 Dwellings at Sefter Road which is the subject of a planning application by Taylor Wimpey which has been assigned planning application reference P/134/16/OUT by the Council.
	2.86	"Service Media Connections"	means reasonable and suitable connections to those Services running through the Development connecting them to the Primary School Land to be provided by the Owner to marked/identified connection points on the boundary of the Primary School Land but for the avoidance of doubt not including any pumping station or electricity sub-station required on the Primary School Land or to serve the Primary School on the Primary School Land nor (unless otherwise agreed by the Owners and any additional costs are covered by the County Council) shall the Owners be required to provide Services to a capacity greater than required to serve the Dwellings and other Development within the adjacent part or parts of the Development
	2.87	"Services"	means gas water sewage electricity energy telecommunications and television data services
	2.88	"Shared Ownership Lease"	means a shared ownership lease for a term of years of at least 125 years in the form regulated by the Homes and Communities Agency from time to time and which shall accord with the requirements and be consistent with any model shared ownership lease from time to time established by the Homes and Communities Agency
	2.89	"Shared Ownership Units"	means any Affordable Housing Units to be Provided as shared ownership units for sale under a Shared Ownership Lease for sale in accordance with this Agreement
	2.90	"Specified Date"	means the date upon which an obligation arising under this Agreement is due to be performed.

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	2.91	“Sports Pitches”	means the area shown hatched purple on the Phasing Plan upon which formal sports and recreation pitches are to be provided pursuant to paragraph 6 of the First Schedule and the relevant Public Open Space Scheme’				
	2.92	“Sustainable Transport Measures Contribution”	means a sum of money payable by the Owners to the County Council totalling £184,040.73 (one hundred and eighty-four thousand and forty pounds seventy three pence) to mitigate the impact of the Development pursuant to paragraph 5 of the Second Schedule to be used by the County Council as follows: <table><tr><td>(i)</td><td>£143,224.73 (one hundred and forty-three thousand two hundred and twenty-four pounds and seventy-three pence) of the contribution shall be used towards improvement works at the junction of Pagham Road and Seftor Road and the junction of Pagham Road and Lower Bognor Road.</td></tr><tr><td>(ii)</td><td>£40,816 (forty thousand eight hundred and sixteen pounds) of the contribution shall be used for the upgrading of public rights of way 100, 106 and 104 to enable the creation of an off road cycle route.</td></tr></table>	(i)	£143,224.73 (one hundred and forty-three thousand two hundred and twenty-four pounds and seventy-three pence) of the contribution shall be used towards improvement works at the junction of Pagham Road and Seftor Road and the junction of Pagham Road and Lower Bognor Road.	(ii)	£40,816 (forty thousand eight hundred and sixteen pounds) of the contribution shall be used for the upgrading of public rights of way 100, 106 and 104 to enable the creation of an off road cycle route.
(i)	£143,224.73 (one hundred and forty-three thousand two hundred and twenty-four pounds and seventy-three pence) of the contribution shall be used towards improvement works at the junction of Pagham Road and Seftor Road and the junction of Pagham Road and Lower Bognor Road.						
(ii)	£40,816 (forty thousand eight hundred and sixteen pounds) of the contribution shall be used for the upgrading of public rights of way 100, 106 and 104 to enable the creation of an off road cycle route.						
	2.93	“3G Playing Pitch Contribution”	means a sum of £26,424 (twenty-six thousand four hundred and twenty-four pounds) towards the pitch surface and base layer of a new 3G pitch facility in the Western Analysis area, within the catchment of Pagham.				
	2.94	“Whyke Hill Junction Contribution”	means a sum of £340,000 (three hundred and forty thousand pounds) be paid to Highways England pursuant to the Whyke Hill Junction Contribution Agreement to be entered into in accordance with paragraph 14 of the First Schedule for use towards works to improve capacity at the A27 Whyke Hill junction through the provision of an additional lane for through traffic in both directions				
	2.95	“Whyke Hill Junction Contribution Agreement”	means a Highways Agreement under section 38 and/or section 278 of the Highways Act 1980 or such other enabling powers as may be appropriate having regard to the item of highways works in question between the Owners and/or the Developer and Highways England which secures the payment of the Whyke Hill Junction Contribution to Highways England				

3.	ENABLING PROVISION	
3.1	This Agreement is made pursuant to Section 106 of the Act and to the extent that they fall within the scope of Section 106 of the Act the obligations set out herein are planning obligations for the purposes of Section 106 of the Act and are enforceable by the Council and the County Council as appropriate in accordance with Section 106 of the Act as local planning authorities against the Owners.	
3.2	To the extent that they fall outside of the scope of Section 106 of the Act the covenants and obligations herein are entered into by the parties pursuant to Sections 111 and 135 of the Local Government Act 1972, Section 1 Localism Act 2011 and all other enabling powers.	
4	COMMENCEMENT	
4.1	This Agreement shall come into effect upon the date hereof but the obligations in Clauses 5 to 18 and the First and Second Schedule shall be conditional upon and only enforceable upon the occurrence of both the grant of the Planning Permission and the Commencement of the Development .	
4.2	On Commencement of the Development and on the Commencement of each Phase the Owners will give to the Council and the County Council notice in writing of that commencement in the form of The Commencement Notice annexed to this Deed as Schedule 1 addressed to the Council's Head of Planning Services and the County Council's Monitoring and Records Team, Strategic Planning Division at the address of the County Council given herein or equivalent successor posts.	
5	THE OWNERS' COVENANTS	
5.1	The Owners covenant with the Council so as to bind their respective interests in the Land to perform the obligations as set out in First Schedule.	
5.2	The Owners covenant with the County Council so as to bind their respective interests in the Land to perform the obligations as set out in Second Schedule.	
6	THE COUNCIL'S COVENANTS	
6.1	The Council covenants with the Owners and the County Council as set out in the Third Schedule.	

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7	THE COUNTY COUNCIL'S COVENANTS	
	7.1	The County Council covenants with the Owners and the Council as set out in the Fourth Schedule.
8	CERTIFICATES	
	The Owners agree with the Council and the County Council:	
	8.1	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 to the Council notice of the Specified Date not more than seven days after such Specified Date.
	8.2	If the Owners fail to give the notice required under this Clause the Council shall be entitled in its absolute discretion to determine the Specified Date and shall give notice to the Owners of its determination
9	INDEX LINKING	
	9.1	The parties agree that any sums payable by the Owners under this agreement shall be increased or decreased by the application of the following formula:
		$A = B \times \frac{C}{D}$
		Where:
	A	is the sum actually payable on the Specified Date/ Payment Date
	B	is the original sum mentioned in this Agreement
	C	is the Retail Price Index for the quarter preceding the Specified Date in respect of the contributions payable to the Council and the All In Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors for the quarter preceding the Specified Date in respect of the contributions payable to the County Council
	D	is the Retail Price Index for the quarter preceding the date of this Agreement in respect of the contributions payable to the Council and the All In Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors for the quarter preceding

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		the date of this Agreement in respect of the contributions payable to the County Council
	9.2	The adjustment in this clause shall only be made where the Specified Date is more than 6 months after the date of this Agreement
	9.3	The parties agree that all sums payable to the County Council under this Agreement shall be increased or decreased by an amount equal to the proportionate increase in the All In Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors between the quarter preceding the date of this Agreement and the quarter preceding the date of payment of the relevant contribution to the County Council.
10	LEGAL AND ADMINISTRATIVE COSTS	
	10.1	The Owners agree with the Council to pay on completion of this Deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed in the sum of £2,500 (two thousand five hundred pounds).
	10.2	The Owners agree with the County Council to pay on completion of this Deed the reasonable legal costs of the County Council incurred in the negotiation, preparation and execution of this Deed.
	10.3	For the avoidance of doubt and in addition to the above charges the 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
	10.4	For the avoidance of doubt the above charges are standard charges shall not preclude the Council from claiming and receiving any legal enforcement costs above and beyond these standard charges when circumstances require that they are properly payable in connection with in pursuing full compliance with this Deed whether through the courts or otherwise
11	GENERAL	
	11.1	nothing in this Agreement constitutes an obligation to grant planning permission.
	11.2	nothing in this Agreement grants planning permission or any other approval consent or permission required from the Council or the County Council in the exercise of any other statutory function

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11.3	nothing in this Agreement fetters or restricts the exercise by the Council or the County Council of any of their powers
11.4	the obligations contained in Clauses 5 to 7 and the First Second Third and Fourth Schedules are planning obligations for the purpose of Section 106 of the Act.
11.5	this Agreement constitutes a deed.
11.6	this Agreement is enforceable by Council as to Clause 5 and the First Schedule and by the County Council as to Clause 6 and Second Schedule
11.7	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
11.8	This Deed shall be registrable as a local land charge by the Council.
11.9	Where the agreement, approval, consent or expression of satisfaction is required by the Owners from the Council or the County Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
11.10	Following the performance and satisfaction of all the obligations contained in this Deed the Council shall at the Owners' request effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
11.11	Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
11.12	This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, 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.
11.13	Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

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	11.14	Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council or the County Council under all statutes by laws statutory instruments orders and regulations in the exercise of their functions as a local authority
12	EXCLUSIONS OF LIABILITY	
	12.1	No covenants or obligations contained in this Agreement shall be binding upon:
	12.1.1	any part of the Land that may in future be acquired by a statutory undertaker for the purposes of its undertaking or operational Land as defined in the S262 of the Act
	12.1.2	any chargee or mortgagee who subsequent to the date hereof acquires an interest in the Land solely by virtue of their charge or mortgage unless said chargee or mortgagee becomes a chargee or mortgagee in possession; or
	12.1.3	any individual owner or Occupier of a completed Dwelling within the Development or their mortgagees charges or successors in title save that (subject to paragraphs 3.2 and 4 of the First Schedule) the obligation at paragraph 1.3 of First Schedule shall be enforceable against the occupiers of said Dwellings or any individual owner or Occupier of any completed commercial units or community space within the Development.
	12.2	No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest (or if it holds no interest) in the Land or that part of the Land in relation to which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest and where any obligation herein is expressed to relate to or be performed in relation to a specific Phase of the Development it shall be enforceable only against those persons with an interest in that Phase as at the time the relevant obligation is triggered and falls to be performed.
	12.3	For the avoidance of doubt the obligations herein shall not be enforceable against any party whose interest in the Land extends solely to the Care Home Phase or their successors in title
	12.4	This Agreement shall cease to have effect if the Planning Permission is quashed, revoked, modified save for in respect of any obligations already triggered or antecedent breaches or if the

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		Planning Permission expires, in which case the Council shall (upon written request) effect the cancellation of any entry made in its register of local land charges in respect of this Agreement.
	12.5	Subject to Clause 15 nothing in this Agreement shall prohibit or limit the right to develop the Land (or any part of it) in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement
	12.6	Any legal charge entered into in respect of the Land or any part of the Land after this Deed has been completed shall take effect subject to this Deed PROVIDED THAT the mortgagee under such a legal charge shall have no liability under this Deed unless it causes the breach after it becomes a mortgagee in possession of the land comprised in the legal charge and the mortgagee shall not be liable for any breach of this Deed that occurs prior to the mortgagee taking possession of the land
	12.7	Where any consent, approval or expression of satisfaction is required to be given under this Agreement, it shall not be unreasonably withheld or delayed.
13	WAIVER	
	No waiver (whether expressed or implied) by the Council County Council or Owners of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council County Council or the Owners from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.	
14	CHANGE IN OWNERSHIP	
	The Owners agree with the Council to give the Council and the County Council immediate written notice of any change in ownership of any of its interests in the Land occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Land or unit of occupation purchased by reference to a plan provided that the Owners shall not be required to give notice to the Council and the County Council of any change of ownership affecting a Dwelling.	
15	FUTURE SECTION 73 CONSENTS	
	15.1	Subject to clauses 15.2 to 15.5 below, if any Section 73 Consent is granted after the date of this Deed:

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		15.1.1	the obligations in this Deed shall relate to and bind such Section 73 Consent; and
		15.1.2	the definitions of Planning Application, Development and Planning Permission (other than for the purposes of clause 1) shall be construed to include reference to (respectively) the planning application for the Section 73 Consent the development permitted by the Section 73 Consent and the Section 73 Consent itself;
	15.2		nothing in this clause shall fetter the discretion of the Council in determining any planning application for a Section 73 Consent and the appropriate planning obligations required in connection with the determination of the same;
	15.3		to the extent that any of the obligations in this Deed have already been discharged at the date that a Section 73 Consent is granted they shall remain discharged for the purposes of the Section 73 Consent;
	15.4		the provisions of this clause 15 shall not apply to any Section 73 Consent which necessitates or requires amendments to the substantive terms or obligations of or contained within this Deed; and
	15.5		the Council reserves the right to insist upon the completion of a separate planning obligation by deed of agreement in connection with any Section 73 Consent if the Council (acting reasonably) considers it necessary to do so.
16	INTEREST		
	The Owners agree with the Council and the County Council to pay interest on sums due to the Council and the County Council 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.		
17	VAT		
	All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.		
18	NOTICES		
	18.1	A notice or other communication to be given under or in connection with this deed must be in writing and must be:	
		18.1.1	delivered by hand; or

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		18.1.2	sent by pre paid first class post or other next working day delivery service.
	18.2	Any notice or other communication to be given under this deed must be sent to the relevant party as follows:	
		18.2.1	to the Council at: Arun Civic Centre Maltravers Road, Littlehampton, West Sussex BN17 5LF marked for the attention of the Planning Department and quoting the Planning Application number;
		18.2.2	to the County Council at Monitoring and Records Team, Strategic Planning Division, County Hall, West Street, Chichester, West Sussex, PO19 1RQ quoting the Planning Application number:
		18.2.3	to the Owners and Ashmarden at Basing Park, Privett, Alton, Hampshire, GU34 3NS
		18.2.4	to Hanbury at: 17 Northgate, Chichester, West Sussex, PO19 1BJ
			<i>or at such other address as the relevant party or their successors in title shall specify by notice to the other parties</i>
	18.3	Any notice or other communication given in accordance with clause 18.1 and clause 18.2 will be deemed to have been received:	
		18.3.1	if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the address provided that if delivery occurs before 9 am on a Working Day, the notice will be deemed to have been received at 9 am on that day, and if delivery occurs after 5 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9 am on the next Working Day;
		18.3.2	if sent by pre-paid first class post or other next working day delivery service at 9 am on the second Working Day after posting.
	18.4	A notice or other communication given under this deed shall not be validly given if sent by email.	
	18.5	This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.	

19	ARBITRATION
	Any dispute or difference arising between the parties with regard to their respective rights and obligations as to any matter or thing arising out of or connected with this Deed shall be referred to the decision of a single arbitrator (acting as an expert and not as an arbitrator) to be agreed by the parties or failing agreement between them to be nominated by the President for the time being of the Royal Institution of Chartered Surveyors and any such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1996 or any statutory modification or re-enactment for the time being in force.
20	SEVERABILITY
	The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
21	HANBURY'S CONSENT
	Hanbury hereby consents to the completion of this Agreement and acknowledges that from the date of this Agreement the Owners' land and its interest therein shall be bound by the restrictions and obligations contained herein PROVIDED THAT Hanbury shall have no liability under this Agreement unless it acquires a freehold or leasehold interest in the Land (or any part thereof) or otherwise takes possession of the Land or any part of it in which case it too will be bound by the obligations and terms of this Agreement as if they were a person deriving title from the Owners.
22	JURISDICTION
	This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the non-exclusive jurisdiction of the courts of England.
23	DELIVERY
	The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

FIRST SCHEDULE		
The Owners Covenants with the Council		
The Owners agree with the Council so as to bind the Land as follows:		
1	TO PROVIDE ON-SITE AFFORDABLE HOUSING	
	1.1	That the Affordable Housing Units shall be provided in accordance with the Affordable Housing Scheme and this First Schedule
	1.2	Not to commence the construction any Phase of the Development until the Affordable Housing Scheme for that Phase has been agreed in writing between the Owners and the Council.
	1.3	Not to Occupy more than 50% (fifty percent) of the Open Market Units in a Phase of the Development until 50% (fifty percent) of the Affordable Housing Units for that Phase have been provided on that Phase in accordance with the Affordable Housing Scheme and this First Schedule.
	1.4	Not to Occupy more than 80% (eighty percent) of the Open Market Units in a Phase of the Development until the remaining 50% (fifty percent) of the Affordable Housing Units have been provided on that Phase in accordance with the Affordable Housing Scheme and this First Schedule
	1.5	To procure that:
	1.5.1	50% (fifty percent) of the Affordable Housing Units in each Phase are completed and (unless otherwise agreed in writing by the Council and subject to paragraph 1.4) disposed of (either freehold or leasehold for a period of not less than 125 years) to a Affordable Housing Provider on terms which ensure that the Affordable Housing Units are and remain bound by the obligations in this Schedule no later than the date on which 50% (fifty percent) of the Market Housing Units in the relevant Phase are Occupied; and
	1.5.2	The remaining 50% (fifty percent) of the Affordable Housing Units in each Phase are completed and (unless otherwise agreed in writing by the Council and subject to paragraph 1.4) disposed of (either freehold or leasehold for a period of not less than 125 years) to a Registered Provider on terms which ensure that the Affordable Housing Units are and remain bound by the obligations in this Schedule no later than the date on which 80% (eighty percent) of the Market Housing Units in the relevant Phase are Occupied.
	1.6	With effect from the date on which they are completed (and subject to paragraphs 2.4, 3.2 and 4 below) 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.

1.7	It is hereby agreed between the Council and the Owners that in the event that the Council approves (or the Owners are legally required to procure) the provision of any new form of affordable supply and/or low cost affordable ownership housing introduced pursuant to any consequential amendments to the NPPF or statute as part of the Intermediate Housing element of the Affordable Housing for the purposes of this Agreement and agrees in writing that those specific Affordable Dwellings can be provided by the Owners (or their successor in title) rather than through a Affordable Housing Provider then any such offer pursuant to paragraph 2 below shall not include said units and any such units do not need to be disposed of to an Affordable Housing Provider pursuant to paragraph 1.5 but the requirement to complete those Affordable Housing units prior to the trigger set out in paragraphs 1.2 shall continue to be of full force and effect and apply				
2	Mechanics of Transfer				
FIRST OFFER					
2.1	in respect of the Affordable Housing Units in each Phase the Owners shall make an offer to an Affordable Housing Provider which offer shall include <table border="1"> <tr> <td>(a)</td><td>a draft Sale of Land Contract</td></tr> <tr> <td>(b)</td><td>a Draft Transfer</td></tr> </table>	(a)	a draft Sale of Land Contract	(b)	a Draft Transfer
(a)	a draft Sale of Land Contract				
(b)	a Draft Transfer				
2.2	Such offer shall remain open for acceptance for no less than 3 months ("the first offer period") from the date of the offer being made ("the offer date ")				
SECOND OFFER					
2.3	In the event that the first offer made in accordance with the above is not accepted (through the Affordable Housing Provider entering into a binding contract) within 3 months of the offer date then the Owners shall make a second offer to another Affordable Housing Provider to enter into a contract for the sale of the Affordable Housing not later than one month after the expiry of the first offer period ("the second offer") and such offer shall consist of the same as the first offer subject to revisions necessitated by lapse of time and shall remain open for acceptance for no less than 3 months ("the second offer period") from the date of the offer being made ("the second offer date ")				
COMMUTED SUM PAYABLE IF FIRST AND SECOND OFFER ARE NOT IMPLEMENTED					
2.4	In the event that the Second Offer is not accepted (through the Affordable Housing Provider entering into a binding contract) within the Second Offer Period the Owners may:				

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	2.4.1	on or before the Occupation of 10 of the Market Units pay to the Council the Affordable Housing Commuted Sum whereupon once such sum has been paid to the Council the Owners and any successors in title shall be released from the provisions of this Schedule insofar as it relates to all or any of the Affordable Housing Units in that Phase and the Affordable Housing Units may be sold on the open market as Open Market Units; or
	2.4.2	Dispose of all or any of the Affordable Housing Units in that Phase as Intermediate Units to an Affordable Housing Provider; or
	2.4.3	Dispose of all or any of the Affordable Housing Units in that Phase to purchasers nominated through Help to Buy South East at a discount of 20% of the open market value (such discount to be secured in perpetuity)
2.5	The Affordable Housing Commuted Sum shall be calculated in accordance with the following formula: $X \text{ multiplied by } Y = \text{the Affordable Housing Commuted Sum}$	
	Where:	
	X=	£80,000; and
	Y=	the number of Affordable Housing Units which will not be provided on the Site as part of that Phase of the Development in accordance with the terms of this Agreement.
NOMINATION RIGHTS		
2.6	To procure that the Registered Provider grants Nomination Rights to the Council in relation to the first Occupation of 100% (one hundred percent) the Affordable Housing Units and Nomination Rights to 75% (seventy-five percent) of all subsequent relets PROVIDED THAT if the Council do 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:	
	2.6.1	any family association in the District of Arun in accordance with any relevant housing allocation policy;
	2.6.2	Any period of ordinary residence in the District of Arun not immediately before the date on which any Affordable Housing Unit becomes vacant;
	2.6.3	Any employment opportunity in the District of Arun;
	2.6.4	Any other connection with the District of Arun

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		but 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.
2.7		To procure that any transfer of Affordable Dwellings to an Affordable Housing Provider will contain the following provisions:
	2.7.1	The grant by the Owners of all rights of access and passage of services and other rights reasonably necessary to the beneficial enjoyment of those Affordable Dwellings;
	2.7.2	A reservation of all rights of access and passage of services and other rights reasonably necessary for the benefit of the remainder of the Dwellings on the Site; and
	2.7.3	The imposition of such covenants as the Owners shall reasonably require and are consistent with the sale of any Market Unit.
	2.7.4	A Condition that the Registered Provider shall within 3 months of the legal completion of the transfer, or such other period as may be agreed with the Council in writing, enter into a Nominations Agreement with the Council on terms consistent with paragraph 2.6 above
2.8		the Owners covenant with the Council:
	2.8.1	to take all reasonable and prudent steps within its power to avert the repossession of the Affordable Dwellings by any Chargee of the Affordable Housing Provider or the exercise by any 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 seeking to arrange the transfer of the Affordable Dwellings with sitting tenants to another Affordable Housing Provider or, at the Council's option, to the Council in accordance with paragraph 4 below;
	2.8.2	in the event of 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
	2.8.3	in the event of 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 Dwellings, to notify the Council of this as soon as reasonably practicable.
2.9		the Owners and the Council hereby agree that

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	2.9.1	in the event of a default under any security referred to in paragraph 2.8 or in other circumstances warranting the intervention of Homes England (whether under the Housing Act 1996 or otherwise) nothing in this paragraph 1 shall prevent the transfer of the freehold of the Affordable Dwellings or any part of them to another Affordable Housing Provider;
	2.9.2	subject to and without prejudice to the powers and requirements of Homes England under the Housing Act 1996 that in the event of a default under any security referred to in paragraph 2.8 the disposal of any interest in the Affordable Dwellings by the Chargee in the exercise of its power of sale will not be prevented.
3	Further Provisions	
	3.1	Nothing in this Deed shall be construed as imposing or otherwise implying any obligation on the Council to grant or make available any public subsidy or other financial support (or to assist the Owners or Hanbury in obtaining such public subsidy or other financial support) in respect of the Affordable Housing Units;
	3.2	The provisions of this Schedule above shall cease to bind any of the Affordable Housing Units if in relation to that Affordable Housing Unit:
	3.2.1	a statutory right to acquire pursuant to the Housing Act 1985 or Housing Act 1996 (or any statutory re-enactment amendment or replacement thereof) has been exercised; or
	3.2.2	it shall have been sold under a shared ownership lease and the leaseholder (or its mortgagee) has staircased his ownership under the lease to 100 percent; and
	3.2.3	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 the Council (acting reasonably)
4	Mortgagee in Possession Clause	
	4.1	In the event that any Affordable Housing Unit is the subject of a legal charge or mortgage and there is a default under any legal charge or mortgage of the Affordable Housing Units then any chargee or mortgagee ("the Chargee") shall be entitled to exercise its power of sale free from the restrictions set out in this Schedule provided that the Chargee shall first have followed the procedure set out below:
	4.1.1	The Chargee shall give written notice ("the Sale Notice") to the Council of its intention to exercise its power of sale.
	4.1.2	At the same time as giving the Sale Notice the Chargee shall make an offer "the Offer") to sell the Affordable Housing Units to

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		the Council for an amount to be agreed or determined ("the Purchase Price")
	4.1.3	the Council 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 the Council)
	4.1.4	If the Council shall notify the Chargee within the time specified in sub-paragraph 4.1.3 that it does not wish to accept the Offer the Council shall then have one month from the date upon which it notifies in writing its refusal of the Offer within which to arrange for the transfer of the Affordable Housing Units in consideration of the Purchase Price to an Affordable Housing Provider .
	4.1.5	If the Council shall notify the Chargee within one month of the time specified within sub paragraph 4.1.3 that it wishes to accept the offer or if within the time specified in sub-paragraph 4.1.4. the Council gives written notice to the Chargee that arrangements can be made in accordance with sub-paragraph 4.1.4. then:
	(a)	the Chargee shall co-operate with the Council to seek to secure the transfer; and
	(b)	the Council and the Chargee shall endeavour to agree the Purchase Price which shall represent the open market value of the Affordable Housing Units AND in default of such agreement the Purchase Price shall be determined on the same basis of valuation by an independent surveyor ("the Surveyor") experienced in valuing residential land and property who shall act as an expert and whose costs shall be borne by the Council 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 provided always that nothing in the clause obliges the chargee to sell for a price which is less than the monies outstanding under their charge.
	4.1.6	Subject to the provisions of sub-paragraph 4.1.7 the transfer to the Council 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 Chargee and the Council) or determined in accordance with sub-paragraph 4.1.5(b) ("the Completion Period).

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	4.1.7	If the Chargee does not wish to exercise its power of sale at any time after giving the Sale Notice or the Council does not wish to continue with the exercise of its power under the provisions of paragraph 4.1.6 that party shall give to the other not less than seven days' written notice of its intention to discontinue.	
	4.1.8	If either:	
		(a)	the District fails to give notification to the Chargee within the time specified in sub-paragraph 4.1.3 or
		(b)	having given notification of refusal of the Offer in accordance with sub-paragraph 4.1.3. the Council fails to give notification to the Chargee within the time specified in sub-paragraph 4.1.3 ; or
		(c)	the Council having complied with the time periods specified in sub-paragraph 4.1.3. and (in the case of a refusal of the Offer) sub-paragraph 4.1.4. the transfer to either the Council or to a Affordable Housing Provider shall not be completed within the Completion Period; or
		(d)	the Council shall serve notice of its intention to discontinue under sub-paragraph 4.1.7.
	4.1.9	then the Chargee shall be under no obligation to sell the Affordable Housing Units either to the Council or to an Affordable Housing Provider and shall be entitled to exercise its powers of sale without any of the provisions of paragraph 4 of this Schedule being binding on the purchaser or purchasers of the Affordable Housing Units or any part thereof or any successor in title hereto.	
		the Council shall in formulating or promoting any arrangements referred to in sub-paragraph 4.1.4. give consideration to protecting the interests of the Chargee in respect of monies outstanding under the charge or mortgage.	
5	ON SITE PROVISION OF PUBLIC OPEN SPACE		
	5.1	To provide and lay out the Public Open Space Areas within each Phase of the Development (including any Play Areas on the Phase) in accordance with the approved Public Open Spaces Scheme for that Phase (and the specification and programme set out therein) which is be approved by the Council prior to Commencement of Development on the relevant Phase.	
	5.2	To ensure that there is public access to the Public Open Space on completion in accordance with the approved Public Open Spaces Scheme and that following their completion all Public Open Space Areas are	

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		managed and maintained in accordance with the approved Public Open Space Scheme for the relevant Phase.
	5.3	To Complete the works of provision and laying out of any Public Open Space Areas within the Phases in accordance with Clause 5.1 and within six months of the Completion of the Public Open Space Areas within any Phase to transfer (by way of a freehold transfer or long lease) those parts of the Public Open Space Areas as are situated within the Phases to the Management Company.
6	SPORTS PITCHES	
	6.1	Not to Occupy or permit Occupation of more than 50% (fifty percent) of the Dwellings in Phase A or Phase B (whichever shall be the earlier to be Occupied) until the Owners have Completed the Sports Pitches and (unless otherwise agreed in writing with the Council) within six months of the Completion of the Sports Pitches to transfer (by way of a freehold transfer or grant of a long lease of 99 years or more) the Sports Pitches to the Management Company.
	6.2	Following their Completion to manage and maintain the Sports Pitches in accordance with the relevant approved Public Open Space Scheme.
7	LEISURE POOL CONTRIBUTION	
	The Owners covenant with the Council to pay to the Council the Leisure Pool Contribution as follows:	
	7.1	to pay to the Council on or before the Occupation of the 75 th (seventy fifth) Market Dwelling at the Development 33% (thirty three percent) of the Leisure Pool Contribution;
	7.2	not to Occupy or cause or permit the Occupation of the 76 th (seventy sixth) Market Dwelling until 33% (thirty three percent) of the Leisure Pool Contribution has been paid to the Council;
	7.3	to pay to the Council on or before the Occupation of the 150 th (one hundred and fiftieth) Market Dwelling at the Development 66% sixty six percent) of the Leisure Pool Contribution
	7.4	not to Occupy or cause or permit the Occupation of the 151 st (one hundred and fifty first) Market Dwelling until 66% (sixty six percent) of the Leisure Pool Contribution has been paid to the Council
	7.5	to pay to the Council on or before the Occupation of the 225 th (two hundred and twenty fifth) Market Dwelling at the Development the final 34% (thirty four percent) of the Leisure Pool Contribution

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	7.6	not to Occupy or cause or permit the Occupation of the 226 th (two hundredth and twenty sixth) Market Dwelling until 100% (one hundred percent) of the Leisure Pool Contribution has been paid to the Council
8	LEISURE HALL CONTRIBUTION	
	The Owners covenant with the Council to pay to the Council the Leisure Hall Contribution as follows:	
	8.1	to pay to the Council on or before the Occupation of the 75 th (seventy fifth) Market Dwelling at the Development 33% (thirty three percent) of the Leisure Hall Contribution
	8.2	not to Occupy or cause or permit the Occupation of the 76 th (seventy sixth) Market Dwelling until 33% (thirty three percent) of the Leisure Hall Contribution has been paid to the Council
	8.3	to pay to the Council on or before the Occupation of the 150 th (one hundred and fiftieth) Market Dwelling at the Development 66% sixty six percent) of the Leisure Hall Contribution
	8.4	not to Occupy or cause or permit the Occupation of the 151 st (one hundred and fifty first) Market Dwelling until 66% (sixty six percent) of the Leisure Hall Contribution has been paid to the Council
	8.5	to pay to the Council on or before the Occupation of the 225 th (two hundred and twenty fifth) Market Dwelling at the Development the final 34% (thirty four percent) of the Leisure Hall Contribution
	8.6	not to Occupy or cause or permit the Occupation of the 226 th (two hundredth and twenty sixth) Market Dwelling until 100% (one hundred percent) of the Leisure Hall Contribution has been paid to the Council
9	NHS CONTRIBUTION	
	The Owners covenant with the Council to pay to the Council the NHS Contribution to the Council as follows.	
	9.1	To pay to the Council on or before the Occupation of the 75 th (seventy-fifth) Market Dwelling at the Development 33% (thirty-three percent) of the NHS Contribution.
	9.2	Not to Occupy or permit Occupation of the 76 th (seventy-sixth) market Dwelling until 33% (thirty-three percent) of the NHS Contribution has been paid to the Council.

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	9.3	To pay to the Council on or before the Occupation of the 150 th (one hundred and fiftieth) Market Dwelling at the Development a further 33% (thirty-three percent) of the NHS Contribution
	9.4	Not to Occupy or permit Occupation of the 151 st (one hundred and fifty-first) market Dwelling until 66% (sixty-six percent) of the NHS Contribution has been paid to the Council
	9.5	To pay to the Council on or before the Occupation of the 225 th (two-hundred and twenty-fifth) Market Dwelling at the Development the final 34% (thirty-four percent) of the NHS Contribution,
	9.6	Not to Occupy or permit Occupation of the 225 th (two hundred and twenty-fifth) market Dwelling until 100% (one hundred percent) of the NHS Contribution has been paid to the Council.
10	PLAYING PITCH CONTRIBUTION	
	10.1	To pay to the Council on or before the Occupation of the 75 th (seventy-fifth) Market Dwelling at the Development 33% (thirty-three percent) of the Playing Pitch Contribution.
	10.2	Not to Occupy or permit Occupation of the 76 th (seventy-sixth) market Dwelling until 33% (thirty-three percent) of the Playing Pitch Contribution has been paid to the Council.
	10.3	Not to Occupy or permit Occupation of the 151 st (one hundred and fifty-first) market Dwelling until 66% (sixty-six percent) of the Playing Pitch Contribution has been paid to the Council
	10.4	Not to Occupy or permit Occupation of the 151 st (one hundred and fifty-first) market Dwelling until 66% (sixty-six percent) of the Playing Pitch Contribution has been paid to the Council
	10.5	To pay to the Council on or before the Occupation of the 225 th (two-hundred and twenty-fifth) Market Dwelling at the Development the final 34% (thirty-four percent) of the Playing Pitch Contribution
	10.6	Not to Occupy or permit Occupation of the 225 th (two hundred and twenty-fifth) market Dwelling until 100% (one hundred percent) of the Playing Pitch Contribution has been paid to the Council
11	SAMM CONTRIBUTION	
	11.1	The Owners covenant with the Council on or before the Occupation of the first Dwelling on each Phase of the Development to pay to the Council the SAMM Contribution for that Phase

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	11.2	The Owners covenant with the Council not to Occupy or cause or allow to be Occupied any Dwelling in each Phase unless or until the SAMM Contribution for that Phase has been paid to the Council;
12	MUGA CONTRIBUTION	
The Owners covenant with the Council to pay to the Council the MUGA Contribution as follows		
12.1	to pay to the Council on or before the Occupation of the 75th (seventy fifth) Market Dwelling at the Development 33% (thirty three percent) of the MUGA Contribution	
12.2	not to Occupy or cause or permit the Occupation of the 76th (seventy sixth) Market Dwelling until 33% (thirty three percent) of the MUGA Contribution has been paid to the Council	
12.3	to pay to the Council on or before the Occupation of the 150th (one hundred and fiftieth) Market Dwelling at the Development 66% sixty six percent) of the MUGA Contribution	
12.4	not to Occupy or cause or permit the Occupation of the 151st (one hundred and fifty first) Market Dwelling until 66% (sixty six percent) of the MUGA Contribution has been paid to the Council	
12.5	to pay to the Council on or before the Occupation of the 225th (two hundred and twenty fifth) Market Dwelling at the Development the final 34% (thirty four percent) of the MUGA Contribution	
12.6	not to Occupy or cause or permit the Occupation of the 226th (two hundredth and twenty sixth) Market Dwelling until 100% (one hundred percent) of the MUGA Contribution has been paid to the Council	
13	POLICE INFRASTRUCTURE CONTRIBUTION	
	13.1	to pay to the Council on or before the Occupation of the 75th (seventy fifth) Market Dwelling at the Development 33% (thirty three percent) of the Police Infrastructure Contribution
	13.2	not to Occupy or cause or permit the Occupation of the 76th (seventy sixth) Market Dwelling until 33% (thirty three percent) of the Police Infrastructure Contribution has been paid to the Council
	13.3	to pay to the Council on or before the Occupation of the 150th (one hundred and fiftieth) Market Dwelling at the Development 66% sixty six percent) of the Police Infrastructure Contribution

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	13.4	not to Occupy or cause or permit the Occupation of the 151st (one hundred and fifty first) Market Dwelling until 66% (sixty six percent) of the Police Infrastructure Contribution has been paid to the Council
	13.5	to pay to the Council on or before the Occupation of the 225th (two hundred and twenty fifth) Market Dwelling at the Development the final 34% (thirty four percent) of the Police Infrastructure Contribution
	13.6	not to Occupy or cause or permit the Occupation of the 226th (two hundredth and twenty sixth) Market Dwelling until 100% (one hundred percent) of the Police Infrastructure Contribution has been paid to the Council
14	3G PLAYING PITCH CONTRIBUTION	
	14.1	to pay to the Council on or before the Occupation of the 75th (seventy fifth) Market Dwelling at the Development 33% (thirty three percent) of the 3G Playing Pitch Contribution
	14.2	not to Occupy or cause or permit the Occupation of the 76th (seventy sixth) Market Dwelling until 33% (thirty three percent) of the 3G Playing Pitch Contribution has been paid to the Council
	14.3	to pay to the Council on or before the Occupation of the 150th (one hundred and fiftieth) Market Dwelling at the Development 66% sixty six percent) of the 3G Playing Pitch Contribution
	14.4	not to Occupy or cause or permit the Occupation of the 151st (one hundred and fiftieth) Market Dwelling until 66% (sixty six percent) of the 3G Playing Pitch Contribution has been paid to the Council
	14.5	to pay to the Council on or before the Occupation of the 225th (two hundred and twenty fifth) Market Dwelling at the Development the final 34% (thirty four percent) of the 3G Playing Pitch Contribution
	14.6	not to Occupy or cause or permit the Occupation of the 226th (two hundredth and twenty sixth) Market Dwelling until 100% (one hundred percent) of the 3G Playing Pitch Contribution has been paid to the Council
15	WHYKE HILL JUNCTION CONTRIBUTION	
	15.1	The Owners covenant not to Commence the Development unless the Whyke Hill Junction Agreement has been entered into with Highways England.
Ashmarden covenants with the Council so as to bind the Pagham Harbour SPA Enhancements Land only as follows:		

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16	PAGHAM HARBOUR SPA ENHANCEMENT LAND MANAGEMENT PLAN	
	16.1	Following the approval by the Council of the Pagham Harbour SPA Enhancement Land Management Plan Ashmarden covenants to implement the Pagham Harbour SPA Enhancements Land Management Plan as approved and (unless otherwise agreed in writing with the Council) to adhere to said plan for its duration.

SECOND SCHEDULE		
The Owner's Covenants with the County Council		
	The Owners agree with the County Council	
1	EDUCATION CONTRIBUTIONS	
	1.1	On or before the Occupation of the 1st (first) Dwelling in each Phase to pay to the County Council 50% (fifty percent) of the Early Years Contribution, the Primary Education Contribution the Secondary Education Contribution and the Further Secondary Education Contribution for the relevant Phase
	1.2	Not to Occupy or cause or allow to be Occupied the second Dwelling forming part of each Phase of the Development before 50% (fifty percent) of the Early Years Contribution, the Primary Education Contribution the Secondary Education Contribution and Further Secondary Education Contribution for that Phase has been paid to the County Council.
	1.3	On or before the Occupation of more than 50% (fifty percent) of the Dwellings in each Phase to pay to the County Council the remaining 50% (fifty percent) of the Early Years Contribution, the Primary Education Contribution the Secondary Education Contribution and Further Secondary Education Contribution for that Phase.
	1.4	Not to Occupy or cause or allow to be Occupied more than 50% (fifty percent) of Dwellings in any Phase before the remaining 50% (fifty percent) of the Early Years Contribution, the Primary Education Contribution the Secondary Education Contribution and Further Secondary Education Contribution for that Phase has been paid to the County Council
2	PRIMARY SCHOOL LAND	
	2.1	As from the date of the grant of the Planning Permission for a period of 10 (ten) years the Owners will:
	2.1.1	Set aside the Primary School Land; and
	2.1.2	Permit the County Council or their nominated authorised agents, licencees and third parties to have access to the Primary School Land (on reasonable notice and at times to be arranged between the County Council and the Owners) to undertake any surveys (including but not limited to intrusive soil surveys) which are reasonably required to prepare for the development of the Primary School Land for the proposed new Primary School.

Section 106 Agreement – Land South of Summer Lane and west of Pagham Road, Pagham – P/140/16/OUT (CMS6110)

	2.2	In the event that the County Council serves a Primary School Land Call Notice on the Owners within the 10 (ten) year period referred to in paragraph 2.1 the Owners will transfer the freehold estate of the Primary School Land to the County Council for £1 (one pound) as soon as reasonably practicable in the form of the Primary School Land Transfer free of land registry restrictions (other than the Overage Obligation Deed or as otherwise provided in the Primary School Land Transfer) and charges and in accordance with the Standard Commercial Property Conditions (third edition or whatever successor edition in force at the time)	
	2.3	In the event that the County Council serves a Primary School Land Call Notice after the Commencement of Development the Primary School Land shall be transferred	
	2.3.1	as a clear site with vacant possession and clear of rubbish and building materials; and	
	2.3.2	at a level relative to the adjoining boundaries and infrastructure around it; and	
	2.3.3	with a level of top soil across that part of the Primary School Land sufficient to enable the formation of the playing field and other soft play areas; and	
	2.3.4	free of contamination with a certificate from an environmental consultant in favour of the County Council that the land is not contaminated; and	
	2.3.5	subject to a restrictive covenant that the Primary School Land shall not be used for any purposes other than for a primary school with associated facilities and community uses.	
	2.3.6	subject to such rights of access to the Primary School Land as are set out within the Primary School Land Transfer to access the Primary School Land via the Phase B and C Access (and the Development estate roads running therefrom) or in the event that at the date of completion of the Primary School Land Transfer the Phase B and C Access has not been Completed the Owners covenant with WSCC: (i) to grant to WSCC any rights reasonably required to put in place and utilise a temporary construction access to the Primary School Land either in the location of the Phase B and C Access or (during any period where the Phase B and C Access is under construction or if it is otherwise agreed between the Owners and WSCC) at a location along the boundary	

Section 106 Agreement – Land South of Summer Lane and west of Pagham Road, Pagham – P/140/16/OUT (CMS6110)

			of the Primary School Land and Pagham Road to be agreed; and (ii) the Owners covenant with WSCC that they will Complete the Phase B and C Access (along with a section of estate road built to adoptable standards of up to 30 (thirty) metres sufficient to connect the Primary School Land to the adopted Pagham Road highway at the Phase B and C Access) prior to the Completion of the Primary School on the Primary School Land by WSCC.
		2.3.7	Subject to a covenant from the Owner that the Service Media Connections will be completed no later than the Phase B and C Access pursuant to paragraph 2.3.6 above and with such rights to connect into any Services situated under the estate roads (or otherwise) as are set out within the Primary School Land Transfer via the Service Media Connections
	2.4		In the event that the County Council serves a Primary School Land Call Notice on the Owners prior to the Commencement of Development then the County Council acknowledges that it shall bear the costs of preparing the Primary School Land for the development of the Primary School thereon and providing the Primary School with any access or Service Media Connections required and the Primary School Site shall be transferred:
		2.4.1	as a clear site with vacant possession and clear of rubbish and building materials; and
		2.4.2	subject to a restrictive covenant from the County Council that the Primary School Land shall not be used for any purposes other than for a primary school with associated facilities and community uses.
		2.4.3;	subject to such rights granted by the Owners to the County Council over the Land as may be reasonably required for the County Council to construct and use an access to the Primary School Land from the Pagham Road (or alternatively to construct the Phase B and C Access on behalf of the Owners in order to access the Primary School Land) in a location to be agreed in writing by the Owners and to run services from the Pagham Road to the Primary School Land along such routes between the Pagham Road and the Primary School Land and to connection points at the boundary of the Primary School Land as may be agreed in writing by the Owners PROVIDED THAT the Owners shall not be required to grant any rights for access or Service Media Connections which are in the reasonable opinion of the Owners likely to be incompatible with or prejudice the development of the Land in accordance with the Planning Permission

Section 106 Agreement – Land South of Summer Lane and west of Pagham Road, Pagham – P/140/16/OUT (CMS6110)

	2.4.4	subject to such rights of access to the Primary School Land as are set out within the Primary School Land Transfer to access the Primary School Land via the Phase B and C Access (and the Development estate roads running therefrom) if subsequently constructed by the Owners.
2.5	The Owners shall procure that all money due and arising prior to the date of transfer of the Primary School Land under the Overage Obligation arising from the Development or any other development shall be paid to the party with the benefit of the Overage Obligation prior to the completion of the transfer of the Primary School Land and within the Primary School Land Transfer the Owner shall indemnify the County Council in relation to any breach of this paragraph.	
2.6	On or before completion of the Primary School Land Transfer the County Council shall enter into a Deed of Covenant with the Beneficiary (both as defined in the Overage Obligation Deed) if required pursuant to the Overage Obligation Deed.	
2.7	Within a reasonable period of time following completion of the Primary School Land Transfer the Owners and Developer shall hand over to the County Council all necessary consents, withdrawal of Restriction forms, and certificates to ensure that the County Council shall be able to register the Primary School Land Transfer at the Land Registry and that no Land Registry restrictions shall be entered onto the County Council's Proprietorship Register for the Land Registry title to the Primary School Land other than in respect of the Overage Obligation Deed	
2.8	In the event that:	
	2.8.1	the County Council do not serve a Primary School Land Call Notice on the Owners within the 10 (ten) year period referred to at paragraph 2.1 above or do serve a Primary School Land Call Notice but then the County Council refuse or fail to complete the Primary School Land Transfer within 12 (twelve) months of service of said notice the Owners shall be released from any obligations under this clause to reserve or transfer the Primary School Site to the County Council and the Owners shall be released from any obligations herein in respect of the Primary School Land and (subject to any requisite consents) free to develop the Primary School Land as they see fit; OR
	2.8.2	the County Council take a transfer of the Primary School Land from the Owners pursuant to this paragraph 2 but the County Council or their authorised agents (including but not limited to the Department for Education or Education and Skills

Section 106 Agreement – Land South of Summer Lane and west of Pagham Road, Pagham – P/140/16/OUT (CMS6110)

			Funding Agency) do not let a contract for the construction of the Primary School thereon (and serve a copy (or extracts therefrom to evidence that a contract has been let) on the Owners) and commence the construction of the Primary School thereon within 5 (five) years of the date of completion of the transfer of the freehold estate of the Primary School Land from the Owners the County Council shall transfer the freehold estate of the Primary School Land back to the Owners (here meaning the party who transferred the land to the County Council) for a consideration of £1 (one pound) and the Owners shall (subject to any requisite consents) be free to develop the Primary School Land as they see fit, free from any restrictions or obligations pursuant to this paragraph 2
3	LIBRARY CONTRIBUTION		
	3.1	On or before the Occupation of any Dwelling in each Phase to pay to the County Council 50% (fifty percent) of the Library Contribution for that Phase.	
	3.2	Not to Occupy or cause or allow to be Occupied the second Dwelling within any Phase before 50% (fifty percent) of the Library Contribution for that Phase shall have been paid.	
	3.3	On or before the Occupation of more than 50% (fifty percent) of the Dwellings in any Phase to pay to the County Council the remaining 50% (fifty percent) of the Library Contribution for that Phase.	
	3.4	Not to Occupy or case or allow to be Occupied more than 50% (fifty percent) of the Dwellings in any Phase before the remaining 50% (fifty percent) of the Library Contribution for that Phase has been paid to the County Council.	
4	FIRE AND RESCUE SERVICES CONTRIBUTION		
	4.1	On or before the Occupation of each Phase to pay to the County Council 50% (fifty percent) of the Fire and Rescue Contribution for that Phase.	
	4.2	Not to Occupy or cause or allow to be Occupied the second Dwelling in any Phase before 50% (fifty percent) of the Fire and Rescue Services Contribution for that Phase shall have been paid to the County Council.	
	4.3	On or before the Occupation of 50% (fifty percent) of the Dwellings in any Phase to pay the remaining 50% (fifty percent) of the Fire and Rescue Services Contribution for that Phase to the County Council.	

Section 106 Agreement – Land South of Summer Lane and west of Pagham Road, Pagham – P/140/16/OUT (CMS6110)

	4.4	Not to Occupy or cause or allow to be Occupied more than 50% (fifty percent) of the Dwellings in any Phase before the remaining 50% (fifty percent) of the Fire and Rescue Services Contribution for that Phase has been paid to the County Council.
5	HIGHWAY WORKS AND CONTRIBUTIONS	
	5.1	Not to Occupy or permit Occupation of more than 100 (one hundred) Dwellings within the Development until:
	5.1.1	the Highway Works have been completed to the satisfaction of the County Council; and
	5.1.2	the Footpath 101 Contribution and the Sustainable Transport Measures Contribution have been paid by the Owners to the County Council.
6	CYCLE TRACK LAND	
	6.1	The Owners covenant that if at any time within 5 (five) years from the Commencement of Development they receive a Cycle Track Request the Owners will grant/dedicate to the County Council such rights as may reasonably be required by the County Council for the County Council to create and surface a cycle track on the Cycle Track Land along a route/channel to be agreed between the Owners and the County Council PROVIDED THAT nothing herein shall oblige the Owners to grant rights for members of the general public to drive any form of motorised vehicle across the Cycle Track Land and PROVIDED FURTHER THAT this paragraph 6 shall not oblige the Owners to grant any rights that interfere with or obstruct any existing private right of way over the Cycle Track Land.

Section 106 Agreement – Land South of Summer Lane and west of Pagham Road, Pagham – P/140/16/OUT (CMS6110)

THIRD SCHEDULE	
Council Covenants	
1	To expend the Leisure Pool Contribution together with any interest accruing thereon only towards the expansion and reconfiguration of wet side changing rooms, including conversion to village change to increase the capacity and overall customer experience at Arun Leisure Centre to mitigate the adjusted population for the Development.
2	To expend the Leisure Sports Hall Contribution together with any interest accruing thereon only towards the expansion and reconfiguration of ground floor dry side main public changing rooms to increase the capacity and overall customer experience at Arun Leisure Centre to mitigate the adjusted population for the Development.
3	To expend the NHS Contribution together with any interest accruing thereon only by paying it to the Coastal West Sussex Clinical Commissioning Group to mitigate the adjusted population for the Development.
4	To expend the Phase C Equipped Play Space Contribution together with any interest accruing thereon only towards improvements to the neighbourhood equipped area for play at Pagham Village hall to mitigate the adjusted population for the Development.
5	To expend the Police Infrastructure Contribution together with any interest accruing thereon only by paying it to Sussex Police
6	To expend the SAMM Contribution together with any interest accruing thereon only towards the towards package of management measures to mitigate the adjusted population for the Development.
7	To expend the 3G Playing Pitch Contribution together with any interest accruing thereon only towards the towards the provision of a new 3G pitch facility in the Western Analysis Area within the catchment of Pagham to mitigate the adjusted population for the Development.

FOURTH SCHEDULE		
County Council Covenants		
1	The County Council covenants with the Owners as follows	
1.1	To expend the Library Contribution together with any interest accruing thereon only towards the creation of a Tier 7 facility at Pagham to mitigate the adjusted population for the Development	
1.2	To expend the Fire and Rescue Contribution together with any interest accruing thereon only towards the re-development of Bognor Fire Station to mitigate the adjusted population for the Development	
1.3	To expend the Secondary Education Contribution together with any interest accruing thereon only towards creating additional pupil capacity at Felpham Community College or provision of a new secondary school to serve the District to include facilities associated with Phase 1 of the new secondary school which includes design and feasibility work to mitigate the adjusted population for the Development	
1.4	To expend the Further Secondary Education Contribution together with any interest accruing thereon only towards additional equipment for Felpham Community College Sixth Form department to mitigate the adjusted population for the Development	
1.5	To expend any Primary Education Contribution together with any interest accruing thereon only towards the construction of the Primary School (or an extension thereto to take it to 2FE) on the Primary School Land or the construction of such other new primary school or extension to a primary school serving the Development as the County Council and the Owners shall agree to mitigate the adjusted population for the Development	
1.6	To expend any Early Years Contribution together with any interest accruing thereon only towards the costs of an early years facility serving the Development as set out in the Arun Infrastructure Delivery Plan 2017 to mitigate the adjusted population for the Development.	
1.7	To expend the Footpath 101 Contribution together with any interest accruing thereon only towards a scheme of surfacing improvements/widening to upgrade public footpath 101.	
1.8	To expend the Sustainable Transport Measures Contribution together with any interest accruing thereon only towards sustainability measures on the highway network in the vicinity of the Land to including (but not restricted to) improvement works to upgrade public footpaths 100, 106 and 104 to bridleways to mitigate the adjusted	

Section 106 Agreement – Land South of Summer Lane and west of Pagham Road, Pagham – P/140/16/OUT (CMS6110)

	population for the Development and for improvements to Pagham Road/B2166 Lower Bognor Road junction or any other works that would mitigate the increased traffic arising from the proposed development.
1.9	If or to the extent the said Library Contribution the Fire and Rescue Contribution the Secondary Education Contribution the Further Secondary Education Contribution the Primary Education Contribution the Early Years Contribution, the Footpath 101 Contribution the Sustainable Transport Measures Contribution ("the County Council Contributions") shall not have been spent (within ten (10) years of the receipt of the respective contribution for the purposes detailed in this Deed the County Council shall on such date refund to the party that paid the Contribution(s) any unexpended sum together with interest thereon from the date of receipt of the relevant Contribution(s) to the date of repayment at the base rate of the Bank of England applicable from time to time calculated on a day to day basis.
1.10	if at the date referred to in paragraph 1.9 the County Council or any person acting on the instruction of the County Council shall have entered into a contract or other legally binding obligation to expend the County Council Contributions or part thereof for the purpose specified in paragraphs 1.1 to 1.8 then the County Council shall not be required to refund any part of the County Council Contributions required for that purpose but shall as soon as possible following the completion of the said contract or other legally binding commitment refund any unexpended part of the said County Council Contributions in the manner set out in paragraph 1.9 above.
1.11	The County Council covenants with the Owners and that no more than four (4) other planning obligations (including all of those completed since 6 April 2010) provide for or fund or will so provide or fund the specific projects infrastructure or purposes that the Owners covenant to provide for or within this Agreement.

Section 106 Agreement – Land South of Summer Lane and west of Pagham Road, Pagham – P/140/16/OUT (CMS6110)

FIFTH SCHEDULE

Commencement Notice

Pursuant to Clause 4.2 in Planning Obligation Described Below

I advise you that the [Development][Phase [] of 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] Head of Planning Services, Arun District Council, Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN17 5LF [DX: 57406] Littlehampton [2] Monitoring and Records Team, Strategic Planning Division, West Sussex County Council, County Hall, Chichester, West Sussex, PO19 1RQ [DX: 157410] Chichester 8
FROM:	
DEVELOPMENT AT:	
NATURE OF DEVELOPMENT:	
PLANNING PERMISSION DATE & REFERENCE	
PLANNING OBLIGATION DATE & PARTIES	
START DATE:	
NUMBER OF DWELLINGS IN PHASE	
NUMBER OF AFFORDABLE /SOCIAL RENTED AND 1 BEDROOM DWELLINGS IN PHASE	
CONTRIBUTION AMOUNTS DUE	

SIXTH 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	

Section 106 Agreement – Land South of Summer Lane and west of Pagham Road, Pagham – P/140/16/OUT (CMS6110)

SEVENTH SCHEDULE

List of the Council's Approved Affordable Housing Providers

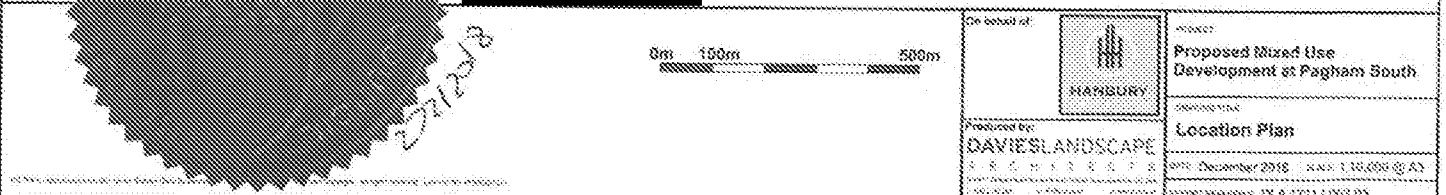
Affinity Sutton (Steven Connolly)	Cams Hall Cams Hill Fareham Hampshire PO16 8AB	
The Guinness Partnership (Claudette Rawlinson)	33 East Street Havant Hampshire PO9 1AA	
The Hyde Group	Telecom House 125 – 135 Preston Road Brighton West Sussex BN1 6AF	
Worthing Homes (Damian Haley)	Worthing West Sussex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

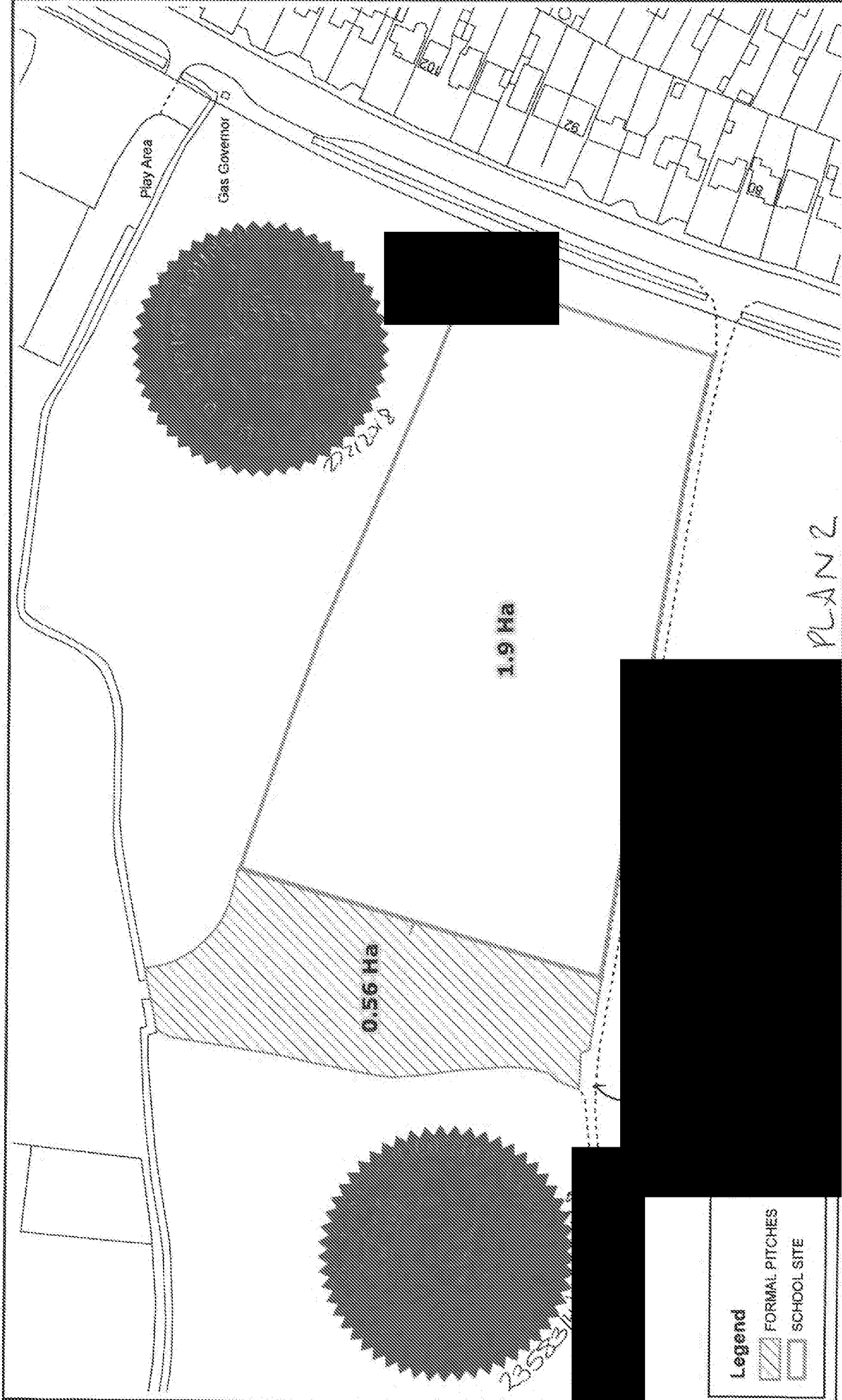
Section 106 Agreement – Land South of Sumner Lane and west of Pagham Road, Pagham – P/140/16/OUT (CM/S6110)

	RH12 1DT		
Hastoe Karen Hillhouse			

Section 106 Agreement – Land South of Summer Lane and west of Pagham Road, Pagham – P/140/16/OUT (CM56110)

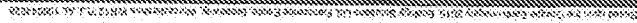
APPENDIX 1 PLANS





LAND SOUTH OF SUMMER LAND AND WEST OF PAGHAM ROAD, PAGHAM

				Produced by Land & Property Information		 west sussex county council
Scale :	1:1,500			Economy, Planning & Place		
Plot Date :	01/08/2018					
Reproduced from or based upon the 2018 Ordnance Survey mapping with the permission of the Controller of HMSO (c) Crown Copyright reserved. Unauthorised Production infringes Crown Copyright and may lead to prosecution. WSCC Licence 100033447.						





LEGEND

	Application Boundary		Safeguarded Land for a Cycle Link
	Existing PRoW		Link Provided by Others

Landscape & Visual Assessment

On behalf of:

Hanbury Properties

Produced by:

DAVIESLANDSCAPE ARCHITECTS

Unit 11, Strand House, Rye, East Sussex, TN31 7AN
T: 01424 760580 E: info@davies.co.uk W: www.davies.co.uk

PROJECT

Land South of Summer Lane, Pagham

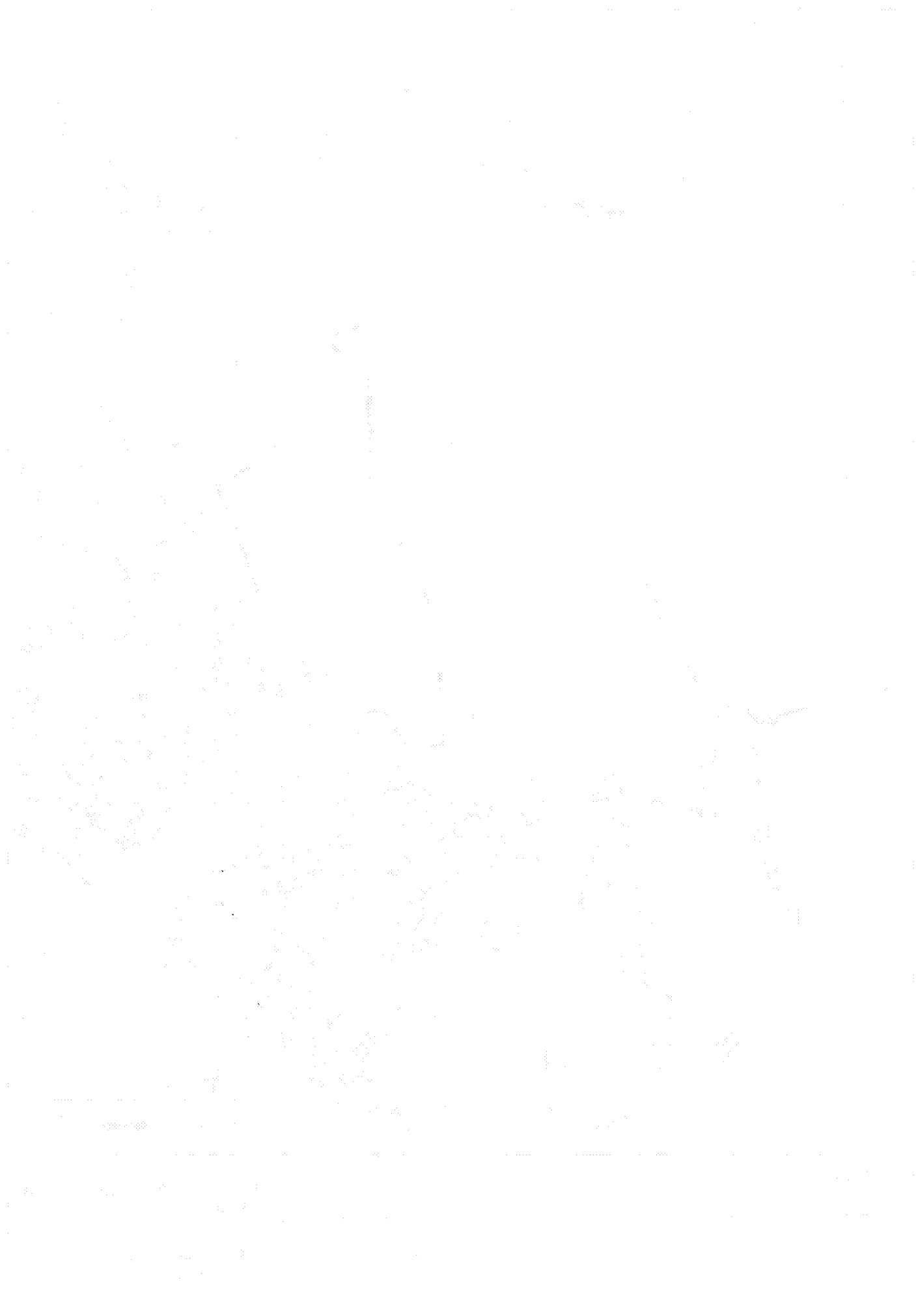
DRAWING TITLE

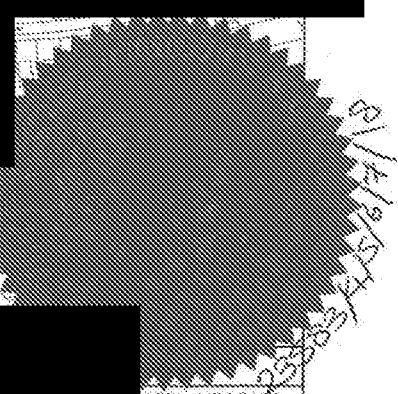
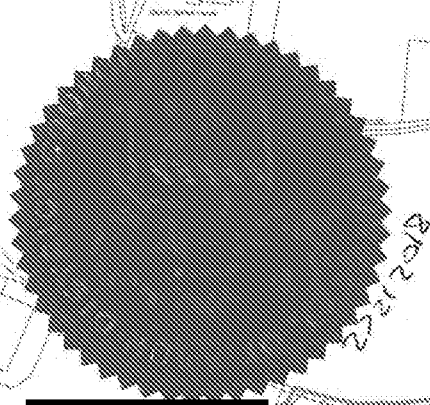
Potential cycle link to Honer Lane

DATE: August 2016

SCALE: 1:10,000 @ A4

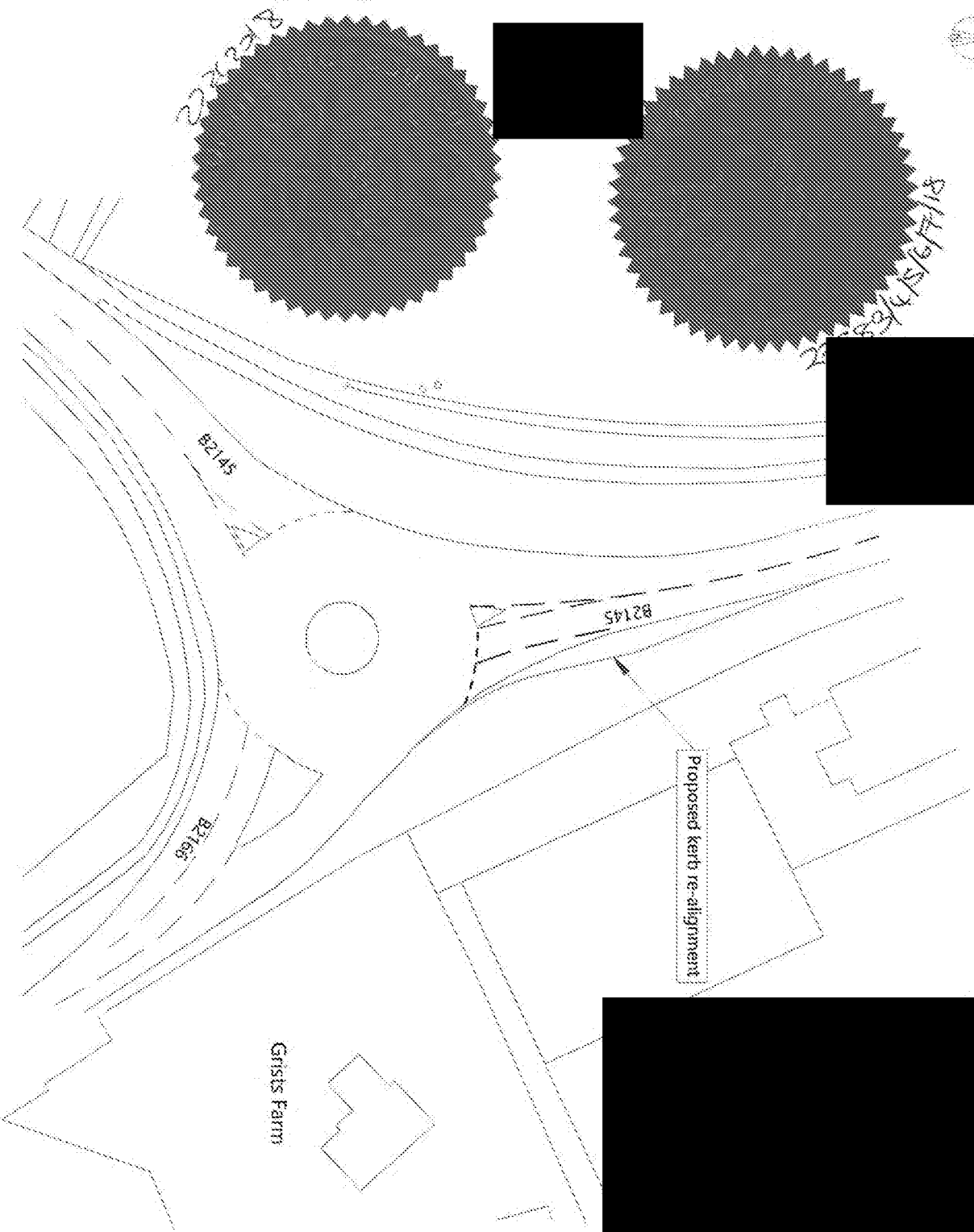
REPORT REFERENCE: DLA.1731.L001.07.Rev A





Section 105 Agreement – Land South of Summer Lane and west of Pagham Road, Pagham – P/140/16/OUT (CMS6110)

APPENDIX 2
HIGHWAY WORKS DRAWINGS



As proposed at Arun District Council
on 17/03/17 at 10:00 AM
for 15 minutes for notice

DATE	REVISIONS	BY

PROJECT		
PAGHAM SOUTH, PAGHAM		
CLIENT		
HANBURY PM Ltd		
DATE	REVISIONS	BY
16/16	13	1500 @ A3

Highgate Transportation		
www.highgatetransportation.co.uk		
Unit 13, at Fordingham Park, South Fordingham, Norfolk		
01263 777 007 / 01263 777 007		
© Highgate Transportation Limited		
PROPOSED MITIGATION		
WORKS - B2145/B2166		
DATE	REVISIONS	BY
17/03/17	FB	DT



1. No dog contribution to be used for footway extension at Village Hall access to project tree route.

PAGHAM SOUTH,
PAGHAM
HANSBURY PM Ltd

Highgate Transportation
www.hightatransportation.com
Route 11, 4th Floor, Suite 300
Pawtucket, Rhode Island 02861
00121.307.675.017 / 001975.665.471
© Hightate Transportation, Inc.

Section 108 Agreement – Land South of Summer Lane and west of Pagham Road, Pagham – P/140/16/OUT (CMS6110)

APPENDIX 3

DRAFT NOMINATIONS AGREEMENT

DATED

20[]

(1) []

AND

(2) ARUN DISTRICT COUNCIL

DEED OF NOMINATION

relating to
rented units at

CONTENTS

	Page No.
1 DEFINITIONS	2
2 ENABLING PROVISIONS	2
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6 MORTGAGEES IN POSSESSION	5
7 DISPUTES	5
8 COSTS	5
9 AGREEMENTS AND DECLARATIONS	5

THIS DEED OF NOMINATION RIGHTS is made on

20[]

BETWEEN

(1) [] of []; and

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

1 DEFINITIONS

In this Deed :

"Initial Let" means the first tenancy of such newly constructed and previously unoccupied Rented Unit;

"Nominee" means a person named in the Nomination List who is specified by the Council as being suitable for taking a Tenancy Agreement of a Rented Unit;

"Nomination List" means the list to be supplied by the Council pursuant to clauses 3.3 and 3.10 (as may be updated from time to time in accordance with clause 3.16).

"Property" means the land at shown edged red on the attached plan.

"Rented Units" residential units in the form of houses.

"Subsequent Nominee" means a Nominee to be offered a Tenancy Agreement pursuant to clause 3.10.

"Tenancy Agreement" means an assured Tenancy Agreement in a form prepared by the RSL and containing terms which accord with the form of Tenancy Agreement being used by the RSL from time to time for its general lettings.

"Vacancy Notice" means a written notice given by the RSL to the Council (in a form to be agreed between the RSL and the Council within five weeks from the date of this Deed) the function of such notice being the notification to the Council by the RSL that the construction and fitting out of the Rented Unit is completed.

"Void" means a Rented Unit which is vacant otherwise than as a result of the tenant having:

- (a) moved to other accommodation either by transfer or decant provided by the RSL;
- (b) moved to other accommodation under a reciprocal arrangement provided by another registered social landlord registered with the Housing Corporation under the Housing Act 1996.

"Void Notice" means a written notice given by the RSL to the Council (in a form to be agreed between the RSL and the Council within five weeks from the date of this Deed) the function of such a notice being the notification to the Council of a Void.

2 ENABLING PROVISIONS

This Agreement is made pursuant to s111 of the Local government Act 1972 s33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other enabling powers.

3 PROCEDURE

The parties agree that the following nomination procedure shall apply to the nomination of persons in respect of the Rented Units.

Initial Lets

- 3.1 The RSL shall give the Council not less than eight weeks written notice of the date when the Initial Let units will be ready for occupation.
- 3.2 The RSL shall serve on the Council a Vacancy Notice in respect of each Rented Unit not less than four weeks prior to such newly constructed and previously unoccupied Rented Unit becoming available for occupation.
- 3.3 The Council shall within 10 working days of receipt of a Vacancy Notice serve upon the RSL the Nomination List setting out a list of Nominees.
- 3.4 The Nomination List to be served by the Council under clause 3.3 shall:
 - 3.4.1 specify the appropriate category of Rented Unit to which it relates; and
 - 3.4.2 indicate the priority for the housing of the Nominees.
- 3.5 The RSL shall have the right to let the Initial Let in respect of the Rented Units to persons of its own choosing in the event of the Council's failure to serve the Nomination List referred to in clause 3.3 within the period of 10 working days of receipt of the Vacancy Notice.
- 3.6 The RSL shall within five working days of the date of receipt of the Nomination List referred to in clause 3.3 select a Nominee from the Nomination List in priority order and shall use its reasonable endeavours to arrange viewing of the relevant Rented Unit and offer a Tenancy Agreement to such selected Nominee.
- 3.7 If the selected Nominee fails to enter into a Tenancy Agreement within five working days of receipt of the RSL's offer of a Tenancy Agreement such selected Nominee shall be deemed to have rejected the RSL's offer and the RSL shall select another Nominee whereupon the procedure set out in clause 3.6 and this clause shall be repeated.
- 3.8 In the event of the second selected Nominee failing to accept the RSL's offer of a Tenancy Agreement within the time prescribed by clause 3.7 then the RSL shall make an offer to a third Nominee and the procedure set out in clauses 3.6 and 3.7 shall apply but in the event of such third selected Nominee failing to accept the RSL's offer of a Tenancy Agreement within the prescribed time limits the RSL shall not be bound to make any further offers of accommodation to Nominees in respect of such vacancy of the Rented Unit but shall be entitled to let the Rented Unit to a tenant of its own choosing.
- 3.9 The RSL's obligations under clauses 3.1 to 3.8 shall cease when all of the Rented Units have been offered to Nominees in accordance with clauses 3.6 to 3.8.

Voids

- 3.10 Should a Rented Unit become a Void after the Initial Let or the RSL has reasonable cause to believe it will become a Void then and in each case:
 - 3.10.1 the RSL shall serve a Void Notice in respect of the relevant vacant Rented Unit; and

- 3.10.2 within 10 working days of receipt of the said notice the Council shall serve upon the RSL the Nomination List setting out a list of Subsequent Nominees which shall contain the information referred to in clause 3.4.
- 3.11 The RSL shall have the right to let the relevant vacant Rented Unit to a person of its own choosing in the event of the Council's failure to serve the Nomination List referred to in clause 3.10 within 10 working days of receipt of the Void Notice.
- 3.12 Upon receipt of the Nomination List referred to in clause 3.10 the RSL shall follow the procedure mutatis mutandis set out in clauses 3.6 to 3.8.
- 3.13 The RSL shall not be obliged to follow the procedure set out in clauses 3.10 to 3.12 if it would result in the Subsequent Nominees being nominated for more than 75 per cent of the Rented Units available after the Initial Let and shall have the right to let the relevant vacant Rented Unit to a person of its own choosing.

Provision of information and alteration of lists

- 3.14 The RSL shall give notification to the Council of the occurrence of the following events within five working days of their occurrence:
- 3.14.1 a Nominee or Subsequent Nominee failing to view a Rented Unit within 10 working days of an offer being made;
- 3.14.2 a Nominee or Subsequent Nominee failing to accept the offer of a Tenancy Agreement within the time limit prescribed by this Agreement;
- 3.14.3 a Nominee or Subsequent Nominee accepting an offer of a Tenancy Agreement;
- 3.14.4 a person accepting an offer of a tenancy from the RSL;
- 3.14.5 the RSL rejecting a Nominee or Subsequent Nominee in accordance with clause 3.20.
- 3.15 In the event of a notice being served pursuant to clause 3.14 then the name of such Nominee or Subsequent Nominee shall be removed from the Nomination List.
- 3.16 Within 10 working days of the Council receiving notice served in accordance with clause 3.14 above save for notice under 3.14.4 the Council shall serve upon the RSL the name and address of a Nominee or Subsequent Nominee to add to the Nomination List such notice to include the information set out in clause 3.4.
- 3.17 If the Council shall within the period mentioned in clause 3.16 notify the RSL that the Council then has no suitable Nominee or Subsequent Nominee the Council shall advise the RSL of a suitable replacement Nominee or Subsequent Nominee as soon as reasonably practicable.
- 3.18 The RSL shall have the right to let a Rented Unit to a person of its choosing if the Council's failure to provide a Nominee or Subsequent Nominee creates a Void in respect of that Rented Unit.
- 3.19 On 1 April, 1 July, 1 October and 1 January in each year the RSL shall serve the Council with details of the letting activities of the Rented Units in a format to be agreed between the RSL and the Council.
- 3.20 The RSL shall have the right to interview and make enquiries of each Nominee or Subsequent Nominee and by serving written notice upon the Council to that effect to

reject any Nominee or Subsequent Nominee if in the opinion of the RSL the grant of an Assured Tenancy to such Nominee would be in contravention of the RSL's registered rules or its letting criteria.

- 3.21 The Council shall immediately notify the RSL in writing if any Nominee or Subsequent Nominee is withdrawn from the Nomination List.
- 3.22 When calculating percentage for the purposes of this Deed percentage equal to or in excess of 0.5 shall be rounded up and percentages less than 0.5 shall also be rounded up.
- 3.23 The Council and the RSL agree that the nomination rights contained in this Deed may be varied from time to time but only by agreement in writing by the parties.

4 NOTICES

Any notice required to be served hereunder shall be sufficiently served on the parties at the address indicated above or such other address notified by one party to the other and any notice shall have been deemed to have been served two working days after posting.

5 TRANSFERS TO OTHER REGISTERED SOCIAL LANDLORDS

The RSL shall ensure that any registered social landlord to which the Property and Rented Units erected thereon are transferred otherwise than by direction of the Housing corporation under its statutory powers shall enter into a similar agreement mutatis mutandis with the Council.

6 MORTGAGEES IN POSSESSION

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

7 DISPUTES

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

8 COSTS

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

9 AGREEMENTS AND DECLARATIONS

The parties agree:

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

APPENDIX 4

PRIMARY SCHOOL LAND TRANSFER

Land Registry

Transfer of part of registered title(s)

TP1

1	Title number(s) out of which the property is transferred: WSX340729
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: Land south side of Summer Lane and West of Pagham Road, Pagham, Chichester, West Sussex The property is identified ☒ on the attached plan and shown: edged red on Plan 1 ☐ on the title plan(s) of the above titles and shown:
4	Date:
5	Transferor: CLAUDIA LANGMEAD, OLIVIA LANGMEAD, VICTORIA LANGMEAD, and MELANIE JENKINS <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
6	Transferee for entry in the register: WEST SUSSEX COUNTY COUNCIL <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:

7	Transferee's intended address(es) for service for entry in the register: County Hall, West Street, Chichester, West Sussex, PO19 1RQ		
8	The transferor transfers the property to the transferee		
9	Consideration ☒ The transferor has received from the transferee for the property the following sum (in words and figures): £1 (one pound) ☐ The transfer is not for money or anything that has a monetary value ☐ Insert other receipt as appropriate:		
10	The transferor transfers with ☒ full title guarantee ☐ limited title guarantee provided that for the purposes of the Law of Property (Miscellaneous Provisions) Act 1994 ("1994 Act"): 10.1 For the purposes of Section 6(2)(a) of the 1994 Act there are deemed to be within the actual knowledge of the Transferee: (a) Anything evident or ascertainable from the documents of title to the Property; (b) all entries in any public register; and (c) all public requirements (as defined in the Standard Commercial Property Conditions (Second Edition)).		
11	Declaration of trust. The transferee is more than one person and ☐ they are to hold the property on trust for themselves as joint tenants ☐ they are to hold the property on trust for themselves as tenants in common in equal shares ☐ they are to hold the property on trust:		
Additional provisions 1. Definitions and interpretation 1.1 In this transfer the following words and expressions have the following meanings: <table border="0" style="width: 100%;"> <tr> <td style="vertical-align: top; width: 40%;"> "Conditions for Entry" </td> <td style="vertical-align: top;"> the conditions to which any right to enter granted in clause 3 or excepted and reserved by clause 4 is subject, which are that the right shall be subject to the person exercising the right: (a) effecting entry at a reasonable time (or at any time in an emergency) (b) giving reasonable notice to the person whose premises are being entered (but no notice needs to be given in an emergency); (c) causing as little damage as possible to the </td> </tr> </table>		"Conditions for Entry"	the conditions to which any right to enter granted in clause 3 or excepted and reserved by clause 4 is subject, which are that the right shall be subject to the person exercising the right: (a) effecting entry at a reasonable time (or at any time in an emergency) (b) giving reasonable notice to the person whose premises are being entered (but no notice needs to be given in an emergency); (c) causing as little damage as possible to the
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	premises being entered and promptly making good any damage caused to the reasonable satisfaction of the person whose premises are being entered; and
	(d) complying with the reasonable requirements of the person whose premises are being entered in relation to the exercise of the right of entry.
"Overage Obligation"	an obligation to make an Overage Payment as set out in the Transfer of Part dated 18 th November 2010
"Overage Payment"	An overage payment made pursuant to the terms of the Transfer of Part dated 18 th November 2010 [NB Definition to be updated if Overage Obligation has been varied by subsequent Deed]
"Plan 1"	the plan attached to this transfer with drawing number and marked "Plan 1"
"Plan 2"	the plan attached to this transfer with drawing number and marked "Plan 2"
"Primary School"	means any school providing state education for primary aged children including, for the avoidance of doubt, a local authority controlled school, academy and free school.
"Retained Land"	the land comprised in the Title Number (excluding the Property) at the date hereof and which land is shaded blue on Plan 2.
"Services"	gas water sewage electricity energy telecommunications, television data and all other services and utilities
"Service Media"	all media for the supply or removal of the Services and all structures, machinery and equipment ancillary to those media.
"Title Matters"	the agreements, covenants, restrictions, stipulations and other matters (save for Charges and Restrictions other than the Restriction registered on the 21 st July 2015 [NB drafting may need to be updated if Overage Obligations has been varied by subsequent Deed] to protect the Overage Obligation) at the date of this transfer contained or referred to in the title registered under the title number contained in panel 1 of this transfer
"Transfer of Part dated 18th November 2010"	a transfer of part dated 18 th November 2010 and made between Churchbarton Farms Limited (Company Registration Number (Company Registration Number 4871805) (1) and Ashmarden Limited (Company Registration Number 00466772) (2) and registered at entry number 7 of the Charges Register of Land Registry Title Number WSX340729.

and its successors in title to the Retained Land.

- 1.3 References to the Property include the whole and every part of the Property and references to the Retained Land include the whole and every part of the Retained Land.
- 1.4 References to clauses are to clauses set out in this panel 12 unless the reference is to a clause in another deed or document.

2. TRANSFER

- 2.1 The Seller transfers the Property to the Buyer together with the Rights set out in clause 3 of panel 12 subject to the matters set out in clause 4 of panel 12.
- 2.2 Prior to the date hereof the Seller shall pay any Overage Payment that is due to any third party in relation to the Property and hereby indemnifies the Buyer in respect of any costs, claims or liabilities properly arising out of any failure by the Seller to comply with this covenant.
- 2.3 The Seller shall transfer the Property to the Buyer free of Land Registry Restrictions (other than the Restriction to protect the Overage Obligation with which the Transferee shall comply from the date of this transfer in respect of the Property), and any Land Registry Charges

Rights granted for the benefit of the Property

- 2.4 The transfer is made together with the following rights over the Retained Land in fee simple for the benefit of the Property and may be exercised by the Transferee and its successors in title and all persons authorised by them (whether expressly or impliedly):
 - 2.4.1 **Services** – subject to payment of maintenance according to user the right to the running and passage of Services to and from the Property via Service Media already laid in the Retained Land and which serve the Property and the right to connect into any Service Media on the Retained Land which are installed or constructed 80 years from the date of this transfer provided always that the Transferor reserves the right to alter the course of such Service Media as may supply Services to the Property from time to time as part of its ongoing development of the Retained Land and other land;
 - 2.4.2 **Common Areas on the Retained Land** – subject to payment of maintenance according to user the right at all reasonable times, and in accordance with such regulations imposed on their use from time to time, to use the common areas on the Retained Land managed by any relevant estate management company and designed to be used or to serve the development on the Retained Land as a whole; and
 - 2.4.3 **Right of Way** – until such time as the roads and paths on the Retained Land as may be necessary to access the Property are adopted and maintainable at the public expense, subject to payment of maintenance according to user a right of way in common with the owners of the Retained Land and those authorised by them with or without vehicles over and along the roads and on foot and bicycle over and along the paths on the Retained Land at all times and for the purpose of accessing and egressing to and from the Property to the nearest public highway provided always that the Transferor reserves the right to alter the course of such roads and paths from time to time as part of its ongoing development of the Retained Land and other land.
 - 2.4.4 **Support** – the right of support for the Property and any buildings on it from the Retained Land and any buildings on it;
 - 2.4.5 **Access** – subject to observing the Conditions for Entry the right to enter the adjoining parts of the Retained Land with or without agents, professional advisers, workmen and equipment so far as is reasonably necessary to inspect or carry out works to the Property and to inspect repair maintain install or replace any Service Media serving the Property

3. Rights reserved for the benefit of the Retained Land

3.1 The following rights over the Property are reserved for the benefit of the Retained Land:

- 3.1.1 **Support** - the right of support for the Retained Land and any buildings on it from the Property and any buildings on it;
- 3.1.2 **Building** - the right to build new buildings upon and to rebuild, extend, alter or carry out any other works to any buildings from time to time on the Retained Land and by so doing to restrict or interrupt the passage of light and air to any buildings from time to time on the Property;
- 3.1.3 **Development** - the right to access any unbuilt parts of the Property as are necessary in order to develop the Retained Land;
- 3.1.4 **Service Media** - Subject to observing the Conditions of Entry the right to enter onto any unbuilt parts of the Property with or without vehicles, equipment, plant and machinery to lay and thereafter inspect maintain cleanse repair renew and connect into the Service Media in the Property and/or connect into Service Media in the Property ; and
- 3.1.5 **Services** - subject to payment of maintenance according to user, the right to free and uninterrupted use, running and passage of Services to and from the Retained Land via the Service Media laid in accordance with clause 3.1.3 above and/or Service Media already in the Property.

4. Restrictive covenant by the Transferee

The Transferee covenants with the Transferor for the benefit of the Retained Land and to bind the Property that the owners of the Property not to use or permit the Property to be used for any purposes other than primarily for a Primary School with associated facilities and community uses.

5. Agreements and declarations

- 5.1 The owners for the time being of the Property will not be entitled to claim the benefit of any rights of light or air over the Retained Land. This constitutes a consent for the purposes of section 3 Prescription Act 1832.
- 5.2 Save where expressly provided for herein the Property is transferred subject to and where appropriate with the benefit of the Title Matters as at the date of this transfer insofar as they relate to the Property and are still subsisting and are capable of having effect provided that for the avoidance of doubt such rights shall be non-exclusive to the extent the Transferor or others require the benefit of any such matters to the extent that they benefit the Retained Land or any part of it.

6. Entries on the register

- 6.1 The Transferor and the Transferee apply to the Land Registrar for the benefit of the easements and other rights set out in clause 4.1 to be noted on the title number of the Property.
- 6.2 The Transferor and the Transferee apply to the Land Registrar for the benefit of the easements and other rights set out in clause 3.1 to be noted on the title number(s) of the Retained Land.

13 Execution

Executed as a deed by the said

Claudia Langmead in the presence of:

Witness Signature:

Witness Name:

Witness Address:

Executed as a deed by the said

Melanie Jenkins in the presence of:

Witness Signature:

Witness Name:

Witness Address

Executed as a deed by the said

Olivia Langmead in the presence of:

Witness Signature:

Witness Name:

Witness Address

Executed as a deed by the said

Victoria Langmead in the presence of:

Witness Signature:

Witness Name:

Witness Address

The Common Seal of

West Sussex County Council

is hereunto affixed in the

presence of

A duly authorised officer

WARNING

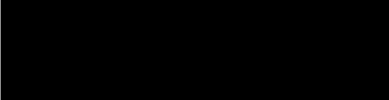
If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

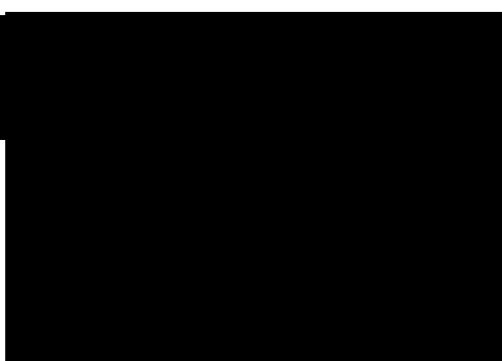
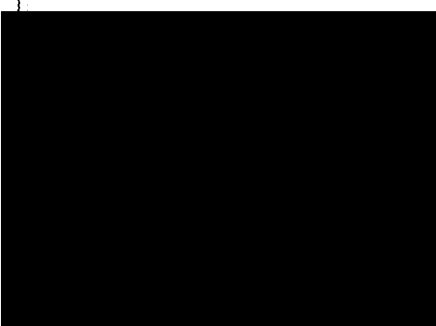
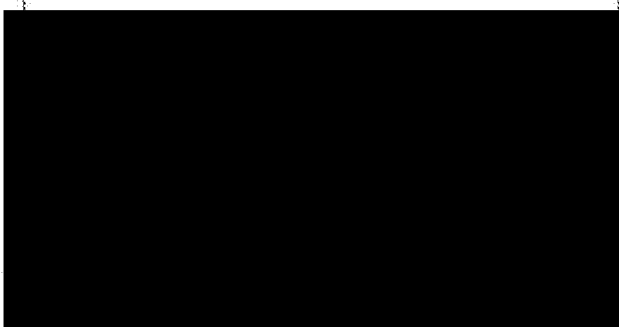
Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

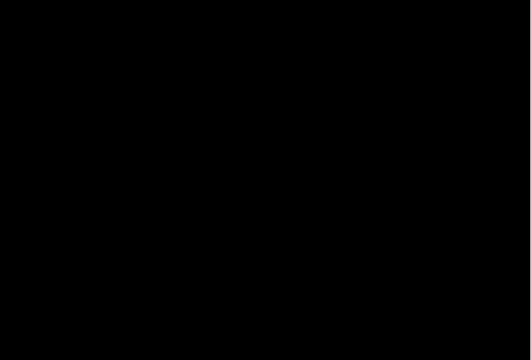
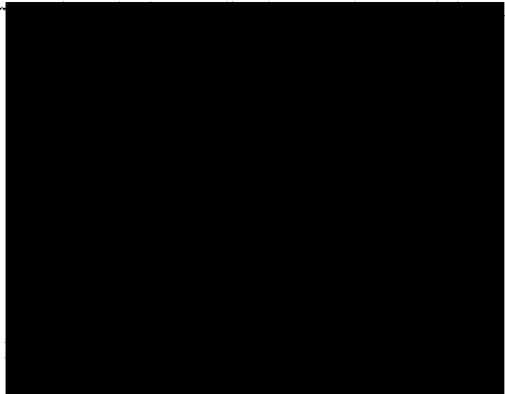
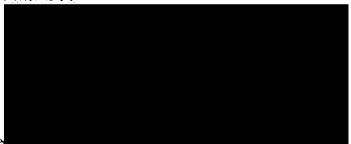
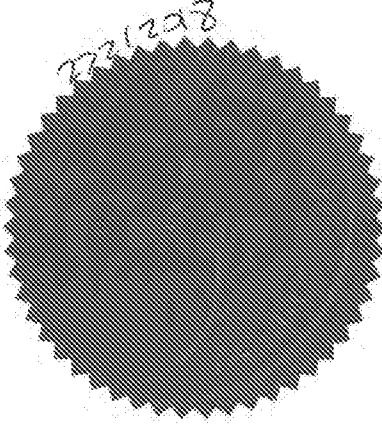
Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

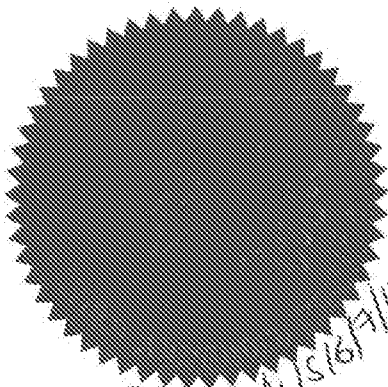
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THIS DOCUMENT HAS BEEN EXECUTED AS A DEED AND IS DELIVERED and takes effect on the date stated at the beginning of it.

SIGNED and DELIVERED As a Deed by  As duly authorised attorney for CLAUDIA LANGMEAD in the presence of: Witness Signature: Witness Name: Witness Occupation: Witness Address:	 SECRETARY 1 BARNFIELD COTTAGE GU32 1ES
SIGNED and DELIVERED As a Deed by:  As duly authorised OLIVIA LANGMEAD in the presence of: Witness Signature: Witness Name: Witness Occupation: Witness Address:	 J.M. FRODSHAM SECRETARY 1 BARNFIELD COTTAGE GU32 1ES
SIGNED and DELIVERED by MELANIE JENKINS as her Deed in the presence of: Witness Signature: Witness Name: Witness Occupation: Witness Address:	 J.M. FRODSHAM SECRETARY 1 BARNFIELD COTTAGE GU32 1ES

SIGNED and DELIVERED As a Deed  As duly authorised attorney for VICTORIA LANGMEAD in the presence of: Witness Signature: Witness Name: Witness Occupation: Witness Address:	 S.M. FRODSHAM SECRETARY 1 BARNFIELD COTTAGE QU32 1ES
SIGNED and DELIVERED by LESLIE JAMES LANGMEAD as his Deed in the presence of: Witness Signature: Witness Name: Witness Occupation: Witness Address:	 S.M. FRODSHAM SECRETARY 1 BARNFIELD COTTAGE QU32 1ES
SIGNED and DELIVERED ~~As Deed~~ by: ~~As duly authorised attorney for:~~ PATRICIA LANGMEAD in the presence of: Witness Signature: Witness Name: Witness Occupation: Witness Address:	 S.M. FRODSHAM SECRETARY 1 BARNFIELD COTTAGE QU32 1ES

EXECUTED AS A DEED on behalf of of HANBURY (PM) LIMITED Acting through A Director in the presence of: Witness Signature: Witness Name: Witness Occupation: Witness Address:	 KELLIE NEAL BOOKKEEPER 6 TIDE WAY BRACKLESHAM BAY WEST SUSSEX PO20 8FF
EXECUTED AS A DEED on behalf of ASHMARDEN LIMITED Acting through LESLIE JAMES LANGMEAD. A Director In the presence of: Witness Signature Witness Name: Witness Occupation: Witness Address:	 S.M. FRODSHAM SECRETARY 1 BARNFIELD COTTAGE QU32 1ES
EXECUTED BY AFFIXING with the COMMON SEAL of ARUN DISTRICT COUNCIL in the presence of:  Seal Book No. [REDACTED] AUTHORISED SIGNATORY PRINT NAME EDWARD O'BRIEN JOB TITLE POLICEMAN	 7271228

SEALED with the COMMON SEAL of WEST SUSSEX COUNTY COUNCIL in the presence of: Seal Book No Authorised Signatory	 23583/4/5/6/7/8