

DATED THIS 2 DAY OF September 2019

- (1) ARUN DISTRICT COUNCIL
- (2) WEST SUSSEX COUNTY COUNCIL
- (3) ROGER CHARLES PHILPOT
JONATHAN BRUCE LOVEYS
ANGELA MARY CLEANTHI
ANTHONY BRIAN LOVEYS
- (4) HALLAM LAND MANAGEMENT
LIMITED

Agreement pursuant to Section 106 of
the Town and Country Planning Act 1990
relating to land at Hook Lane, Pagham,
West Sussex
Planning ref: P/30/19/OUT

Arun District Council
Maltravers Road
Littlehampton
West Sussex
BN17 5LF
DX 57406 LITTLEHAMPTON
Legal Ref: CMS6093

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DATED:

2 September

2019

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. **ROGER CHARLES PHILPOT, JONATHAN BRUCE LOVEYS, ANGELA MARY CLEANTHI and ANTHONY BRIAN LOVEYS** care of F Barnes, Solicitors, 14 Chase Cross Road, Collier Row, Romford, RM5 3PS (the "**Owners**").
4. **HALLAM LAND MANAGEMENT LIMITED** incorporated and registered in England and Wales with company number 2456711 whose registered office is at Banner Cross Hall, Ecclesall Road South, Sheffield, S11 9PD (the "**Applicant**")

RECITALS

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 Owners are registered as freehold proprietors of the land at Hook Lane, Pagham, shown for identification purposes only edged red on the Plan (hereinafter called "the Land") and registered at HM Land Registry under title numbers WSX341713 and SX12015.
4. The Owners and the Applicant have entered into a promotion agreement dated 6 July 2015 ("**Promotion Agreement**") for the development of the Land.
5. The Applicant has the benefit of a registered charge over the Land dated 21 July 2015 over title numbers WSX341713 and SX12015 and recorded on the Charges Register for those titles.
6. The Planning Application was made by the Applicant to the Council to develop the Land.
7. On 7 August 2019 the Council resolved to grant the Planning Application.

8. This Agreement is made as a Deed.

NOW THIS AGREEMENT WITNESSETH as follows:

1. Interpretation

In this Agreement:

- 1.1 Clause headings shall not affect the interpretation of this Agreement.
- 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.
- 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 Agreement.
- 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. DEFINITIONS

In this Agreement unless otherwise stated the following expressions shall where the context so admits have the following meanings:

- | | | |
|-----|--|---|
| 2.1 | “Access Footpath” | means the footpath shown on Drawing JNY8840-09 Rev D |
| 2.2 | “the Act” | means the Town and Country Planning Act 1990 as amended |
| 2.3 | “Affordable Housing” | <p>means any form of housing identified within the definition of affordable housing set out in the NPPF providing housing for those whose needs are not met by the market and may include but is not limited to:</p> <ul style="list-style-type: none">• social rented housing• affordable rented housing• shared ownership housing• intermediate housing (including intermediate rent, shared equity)• discounted market sales; and• starter homes as specified in Sections 2 and 3 of the Housing and Planning Act 2016. |
| 2.4 | “Affordable Housing Commuted Sum” | means the sum calculated in accordance with paragraph 2.4 of the First Schedule |
| 2.5 | “Affordable Housing Provider” | <p>means either one or a combination of:</p> <p>A a registered provider of Affordable Housing registered under the Housing and Regeneration Act</p> |

		2008 with Homes England who is either on the Council list of Approved Affordable Housing Providers (annexed as Appendix 2) or other registered provider who is either specifically approved by the Council or who may be added to the list of Approved Affordable Housing Providers; 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 objectives include the provision of Affordable Housing
2.6	“Affordable Housing Scheme”	means a scheme for the provision of Affordable Housing for a Housing Phase which includes a plan and accommodation schedule showing the location dwelling type and tenure mix of the Affordable Housing Units for the relevant Housing Phase to be submitted to and approved in writing by the Council pursuant to paragraph 1.2 of the First Schedule and any amendment or replacement to that Scheme which the Council may approve from time to time
2.7	“Affordable Housing Land”	means the land on which the Affordable Housing Units are to be constructed
2.8	“Affordable Housing Units”	means 30% (thirty percent) of the

Dwellings within the Development (or the nearest whole number) to be provided (subject to the terms of this Agreement) as Affordable Housing with a tenure split of:

75% (seventy-five percent) of Affordable Housing Units within each Housing Phase to be Affordable Rented Housing;

25% (twenty-five percent) of the Affordable Housing Units to be Intermediate Units

Or in each case the next whole number or such other type of housing or tenure split which the Council may approve and which Affordable Housing is to be provided in accordance with the terms of this Agreement unless the Owners are required by law pursuant to any legislation enacted subsequent to the date hereof to provide alternative forms of housing

2.9 “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 otherwise at a rent level or increase in accordance with statutory requirements or Government rent policy for affordable rent housing applicable at the relevant time. **“Affordable Rent Unit”** and **“Affordable Rent”** shall be construed accordingly

2.10 “Affordable Housing Standard”

means the Design and Quality Standards that Homes England apply from time to time which are 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

2.11	“agreed” or “approved”	means agreed or approved in writing and given for the purpose of this Agreement
2.12	“All Requisite Consents”	means all requisite consents orders agreements authorisations licences and permissions required to implement a scheme
2.13	“Approved Monitoring Scheme”	means a Monitoring Scheme that has been approved by the County Council in accordance with paragraph 12 of the Second Schedule
2.14	“Base Rate”	means the base rate from time to time of Bank of England
2.15	“BCIS Index”	means the All-In Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors BCIS All Tender Index
2.16	“Care Home”	means the care home of up to 80 (eighty) beds forming part of the Development and any ancillary landscaped or parking areas
2.17	“Care Home Land”	means that part of the Land upon which the Care Home and any ancillary landscaped or parking areas are situated the proposed location of which is shown for information purposes only on the Development Framework Plan
2.18	“Chargee”	means any mortgagee or chargee of the Affordable Housing Provider or the successors in title to such mortgagee or chargee or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925
2.19	“CIL Regulations”	means the Community Infrastructure Regulations 2010 (as amended)

2.20 “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, ecology investigation or monitoring and any ecological protection relocation or work to create or improve ecological habitats, remedial works in respect of any contamination or other adverse ground conditions, the diversion and laying of Services, the erection of any temporary means of enclosure the carrying out of any highway works outside the Land pursuant to any Highways Agreement or the temporary display of site notices or advertisements

2.21 “Commencement Date”

means the date of Commencement of Development

2.22 “Commencement Notice”

means the written notice confirming the Commencement Date served in accordance with clause 5.2

2.23 “Completed”

means

- (i) in the case of any Public Open Space Areas completed and available for use in accordance with the relevant approved Public Open Space Scheme; or

- (ii) in the case of the Highway Works means practically completed and open for public use pursuant to the requisite Highways Agreement

and **"Complete"** and **"Completion"** shall be construed accordingly

- 2.24 **"Council Contributions"** means the contributions contained in the First Schedule
- 2.25 **"County Council Contributions"** means the contributions contained in the Second Schedule
- 2.26 **"CPI"** means the Consumer Price Index published from time to time by the Office of National Statistics or any successor Government agency or ministry
- 2.27 **"D1 Floorspace"** means the 4,000 sq m of D1 floorspace forming part of the Development and any ancillary landscaped or parking areas
- 2.28 **"D1 Land"** means that part of the Land upon which the D1 Floorspace and any ancillary landscaped or parking areas are situated the proposed location of which is shown for information purposes only on the Development Framework Plan
- 2.29 **"Development"** means the construction of up to 300 new homes, a care home of up to 80 beds, 4,000 sq m of D1 use class including a two form entry primary school, the formation of new means of access onto Hook Lane and Pagham Road, new pedestrian and cycle links, the laying out of open space, new strategic landscaping, habitat creation, drainage features and associated ground works and infrastructure pursuant to the Planning Permission

2.30 "Development Framework Plan"	means the drawing number 167/P/006 E attached to this Agreement or any revision or replacement drawing approved by the Council
2.31 "Disposal"	means a disposal of the Affordable Housing Units and /or Affordable Housing Land to an Affordable Housing Provider 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
2.32 "Dwelling "	means any house, flat, maisonette or other residential unit to be provided as part of the Development but for the avoidance of doubt for the purposes of this Agreement excludes the Care Home or any units contained in the Care Home
2.33 "Early Years Contribution"	Means a financial contribution of £470,250, (four hundred and seventy thousand two hundred and fifty pounds) Index Linked based on the provision of 300 Dwellings and to be used towards the delivery of an early years facility serving the Development as set out in the Arun Infrastructure Delivery Plan 2017
2.34 "Enhanced Local Equipped Area of Play"	means a LEAP with 9 (nine) pieces of play experience, and the term "ELEAP" shall be construed accordingly
2.35 "Fire and Rescue Services Contribution"	means the financial contribution payable to the County Council for the provision of fire service infrastructure (excluding fire hydrants) pursuant to the Second Schedule to serve the additional needs of the community generated by the Development and to be used towards the re-development of Bognor Regis Fire Station and

which shall be payable and calculated for each Housing Phase in accordance with the following formula:

$Y \times Z$ = Fire and Rescue Services Contribution

where:

Note: x = multiplied by

Y = the estimated adjusted increase in population generated by each Housing Phase by reference to the total number of Dwellings (less any allowance for affordable dwellings (which for Arun District is 100% for Social Rented Houses)) using the latest published occupancy rates from census statistics published by the Office for National Statistics with the current occupancy rates given as a guideline:

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

Z = the estimated costs of providing additional Fire and Rescue Infrastructure per head in the Southern Service Division of West Sussex at the time of payment (which, for 2018/19 is £15) Index Linked.

2.36 "Footpaths Contribution"

means a financial contribution of £30,612.00 (thirty thousand six hundred and twelve pounds) Index Linked payable to the County Council to be used towards the upgrading of Footpaths 100,104 and 106 as shown on the County Council's definitive map

2.37 "Sixth Form Education

means a financial contribution

Contribution”

payable to the County Council towards the cost of providing additional educational infrastructure required to accommodate the extra demands for sixth form education generated by the Development to be paid in accordance with paragraph 4 of the Second Schedule to be used towards expansion at Felpham Community College Sixth Form which shall be calculated for each Housing Phase of the Development as follows:

DfE Figure (Further Secondary) x
ACP = Sixth Form Education
Contribution

Where:

ACP (Additional Child Product) =
The estimated additional number of school age children likely to be generated by a Housing Phase of the Development calculated by reference to the total number of Dwellings in the Housing Phase (less any allowance for affordable dwellings (which for Arun District is 100% for Social Rented Houses)) as approved by the relevant reserved matters planning approval for the Housing Phase. The current occupancy rates are as follows:

Dwelling Size		Occupancy	
		Hous e	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 latest published occupancy rates from census statistics published by the Office for National Statistics to determine an overall population increase, the following factors are applied. According to 2001 census data,

there are 14 persons per 1000 population in each school year group for houses and 5 persons per 1000 population in each school year group for flats. For sixth-form a factor of 0.54 is applied to the Child Product figure as this is the average percentage of year 11 school leavers who continue into Sixth Form colleges in West Sussex.

DfE Figure (Further Secondary) = Department for Education Further Secondary school building costs per pupil place as adjusted for the West Sussex area for the year 2018/2019 is £29,283 (twenty-nine thousand two hundred and eighty three pounds) Index Linked

2.38 "Habitat Regulations Assessment"

means the report by Ecological Planning & Research Ltd dated 19th 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

2.39 "Highways Act"

means the Highways Act 1980

2.40 "Highways Agreement"

means an agreement between the Owners and the County Council 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 Highway Works or the Access Footpath

2.41 "Highways Contribution"

means a financial contribution of £158,224.73 Index Limited (one hundred and fifty eight thousand two hundred and twenty four pounds and seventy three pence) towards improvement works at:

(a) the junction of Pagham Road and Sefter Road; and

(b) the junction of Pagham Road

and Lower Bognor Road

or such other works which would mitigate the impact of the Development

2.42 “Highway Works”

means a scheme of works to widen the eastern entry arm at the B2166 Vinnetrow Road junction as shown on drawing 1616/14/A annexed hereto at Appendix 4 subject to any revisions thereto as may be agreed with the County Council pursuant to the relevant Highway Agreement

2.43 “Highway Works Scheme”

means a scheme in respect of the Highway Works delivered in accordance with paragraph 11 of Schedule Two of this Agreement

2.44 “Homes England”

Homes England or any body agency undertaking the existing functions of the Homes England or those functions within the Homes & Community Agency within the meaning of Part I of the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement, or re-enactment of such act)

2.45 “Housing Phase”

means a phase of housing development shown in the Phasing Plan which is included in a Reserved Matter Application

2.46 “Index Linked”

means an adjustment made in accordance with clause 9

2.47 “Intermediate Housing”

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 which is Shared Ownership and shared equity low cost homes for sale, intermediate rent (not Affordable Rent) or such other products as may be agreed with the Council and which may include

	shared equity loans and discount market sale housing
2.48 “Intermediate Units”	means Affordable Dwellings to be provided as Intermediate Housing
2.49 “Interest”	means interest at 4% per cent above the Base Rate applicable at the Specified Date
2.50 “Land”	means the land against which this Agreement may be enforced as shown edged red on the Plan and registered at the Land Registry under title numbers WSX341713 and SX12015
2.51 “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) or any replacement guidance or policy published by the Council which applies at the date of the relevant Reserved Matter Application
2.52 “Leisure Pitch Contribution”	means a financial contribution of £82,092 (eighty two thousand and ninety-two pounds) Index Linked towards the improvement of the pitch and changing rooms at the Avisford Recreation Ground
2.53 “Leisure Pool Contribution”	means a financial contribution of £145,020.00 (one hundred and forty-five thousand and twenty pounds) Index Linked towards the expansion and reconfiguration of wet side changing rooms, to increase the capacity and overall customer experience at Arun Leisure Centre
2.54 “Leisure Sports Hall Contribution”	means a financial contribution of £134,679.00 (one hundred and thirty-four thousand six hundred and seventy nine pounds) Index Linked 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
2.55 “Leisure 3G Contribution”	means a sum of £19,818 (nineteen thousand eight hundred and eighteen pounds) Index Linked towards the pitch surface and base layer of a new 3G pitch facility in the Western Analysis area, within the catchment of Pagham
2.56 “Library Contribution”	means the sum of £25,000.00 (twenty-five thousand pounds) Index Linked based on the provision of 300 Dwellings and to be used towards a new Tier 7 library facility to serve Pagham
2.57 “Management Company”	means a company to be established by the Owners (and registered at Companies House) or such other form of management company, community trust or body or organisation as may be approved by the Council the purpose of which will be (inter alia) to manage and maintain Public Open Space Areas at the Development
2.58 “Market Units”	means Dwellings within the Development which are not Affordable Housing Units
2.59 “Monitoring Scheme”	Means the Monitoring Scheme required by paragraph 12 of the Second Schedule to monitor: a) The changes in traffic using the Pagham Road Corridor; and b) The changes in recorded personal injury accidents (as recorded by Sussex Police) occurring along the Pagham Road Corridor
2.60 “Multi-Use Games Area”	means a sports area that can be

used for a range of sporting activities and the term "MUGA" shall be used accordingly

2.61 "MUGA Contribution"

means a financial contribution of £33.33 (thirty three pounds thirty-three pence) per Dwelling within a Housing Phase towards the installation of fencing around the existing MUGA at Avisford Recreation Ground

2.62 "NHS Contribution"

means a financial contribution of £402,673 (four hundred and two thousand six hundred and seventy three pounds) Index Linked 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 expansion or re-location of the Arthur Griffith Clinic at Pagham

2.63 "Nomination Agreement"

means a nomination agreement to be entered into by an Affordable Housing Provider with the Council in respect of the Affordable Rent Units substantially in the form set out in the Appendix 3 to this Agreement or in such other form as the Council may approve

2.64 "Nomination Rights"

means the right of the Council to nominate occupiers to the Affordable Rent Units in accordance with paragraphs 2.6 and 2.7 of the First Schedule to this Agreement

2.65 "Northern Public Open Space Area"

being the area shown for identification purposes only coloured red on the Open Space Plan

2.66 "NPPF"

means the National Planning Policy Framework published by the Ministry of Housing Communities and Local Government in force at the time that the Planning

	Permission is granted or any revision or replacement of the Framework or replacement planning policy or guidance published by a Government Department or Ministry in force from time to time in force
2.67 "Occupation", "Occupied" and "Occupy"	means first occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations
2.68 "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 Housing Phase)
2.69 "Open Market Value"	means open market value assessed in accordance with the Appraisal and Valuation Manual of the RICS (the Red Book) or any successor publication in force at the time of the valuation is concluded
2.70 "Open Space Plan"	means the drawing marked 'Areas of Open Space' attached to this Agreement or any revision or replacement drawing approved by the Council
2.71 "Pagham Harbour"	means a Special Protection Area, known as a Natura 2000 site, situated in Pagham, West Sussex, identified as being of international importance for the breeding, feeding, wintering or migration of rare and vulnerable species of European Union birds
2.72 "Pagham Road Corridor"	Meaning Pagham Road from its junction with Hook Lane to the B2166 Runcton Lane Roundabout
2.73 "Phasing Plan"	means a plan showing the proposed phases of the Development which is

approved pursuant to a condition to the Planning Permission requiring approval of a phasing plan or otherwise approved by the Council

2.74 "Plan"

means the plan annexed hereto with drawing reference 167/P/009 Rev A which shows the boundary of the Land

2.75 "Planning Application"

means the application for outline planning permission for the Development registered by the Council on 2 April 2019 with reference number P/30/19/OUT

2.76 "Planning Authority"

means the Council and the County Council

2.77 "Planning Inspector"

means the planning inspector appointed by the Secretary of State to determine the planning appeal

2.78 "Planning Permission"

means the planning permission granted by the Council for the Development pursuant to the Planning Application

2.79 "Police Infrastructure Contribution"

means the sum £47,108.93 Index Linked comprising:

- | | | |
|----|---|------------|
| a) | Towards the Officer start-up equipment cost | £4,048.89 |
| b) | Towards the Officer start-up recruitment and training costs | £5,132.40 |
| c) | Staff start-up equipment costs | £1,355.90 |
| d) | Towards Staff start-up recruitment and training costs | £689.00 |
| e) | Adaption/improvements to Bognor Regis Police Station to accommodate an additional member of | £22,164.17 |

staff

- f) 1 of 5 pooled payments towards the purchase of an additional vehicle for use by the Pagham and Rose Green Neighbourhood Policing Team £10,290.00
- g) Payment to provide a fixed site ANPR Camera, intelligent dual lane reading Vector Camera with no infrastructure in place for single carriageway £3,428.57

2.80 "Primary Education Contribution"

means a financial contribution £1,678,500.00 (one million six hundred and seventy-eight thousand five hundred pounds) Index Linked based on the provision of 300 Dwellings and to be used towards the construction of the Primary School or the construction of such other new primary school or extension to a primary school serving the Development

2.81 "Primary School"

means a new 1FE (with capability for extension to 2FE) primary school to be provided on the site at Summer Lane and west of Pagham Road, Pagham which is the subject of planning permission P/140/16/OUT

2.82 "Protected Occupier"

means any person who:

- (a) has exercised a right to buy or acquire their Affordable Housing Unit; or
- (b) has accomplished final staircasing in accordance with the terms of a Shared Ownership lease relating to an

Affordable Housing Unit; or

- (c) Has purchased an Intermediate Unit

2.83 “Provide”

means in the case of Affordable Housing Unit to design and construct such units for habitation in accordance with the Affordable Housing Standard and “Provided” shall be construed accordingly

2.84 “Public Open Space Areas”

means the two areas of the Land comprising open space, amenity greenspace, natural and semi natural space, the approximate location of which is shown coloured red and yellow on the Open Space Plan or such other areas as the Council may approve the final details of which shall be approved pursuant to the Public Open Space Schemes comprising the Northern Public Open Space Area and Western Public Open Space Area

2.85 “Public Open Space Scheme”

means a scheme for the provision of a Public Open Space Areas which shall include the following:

- (a) identify the location and extent of each Public Open Space Area;
- (b) outline the location of and specification for the ELEAP to be provided within the Western Public Open Space Area;
- (c) identify how the Public Open Space Areas are to be laid out, paved, planted or equipped;
- (d) Contain details of the funding arrangements to ensure that there is sufficient funding for the management of the Public

Open Space Areas for a period of not less than 25 (twenty-five) years in accordance with the Habitats Regulation Assessment 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 Area
- (f) include the details of the Management Company to be responsible for the management and maintenance of the Public Open Space Areas and the ELEAP or such other proposal for future maintenance or management of the Public Open Space Areas and the ELEAP as the Council may approve
- (g) include an annual maintenance scheme for the Public Open Space Areas and the ELEAP;

and the Owners shall ensure that (unless otherwise agreed by the Council) the provision set out within the approved Public Open Space Scheme or 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 or any amended paper updating or replacing the same

2.86	“Reserved Matters”	means any matters reserved for later approval by virtue of a condition imposed in the Planning Permission
2.87	“Reserved Matters Application”	means an application for Reserved Matters for any part of the Development and shall include any amendment to it or fresh application for Reserved Matters made in substitution therefore or an alternative application for Reserved Matters Approval
2.88	“Reserved Matters Approval”	means an approval to Reserved Matters pursuant to a Reserved Matters Application
2.89	“Residents”	means the owners and occupiers of individual Dwellings to be constructed on the Land
2.90	“Residential Land”	means that part of the Land which is to be used for the construction of dwellings shown for the purpose of information only on the Development Framework Plan or any varied areas at the Land allocated for residential development which the Council approves
2.91	“RICS”	means the Royal Institution of Chartered Surveyors
2.92	“RPI Index”	means the Retail Price Index All Items Index Published by the Office for National Statistics or any successor organisation
2.93	“SAMM Contribution”	means the sum of £871.00 (eight hundred and seventy-one pounds) per Dwelling within a Housing Phase Index Linked to be used to fund a package of management measures to mitigate any impacts of residential development on Pagham Harbour including but not limited to wardening, a dog project, website information, signage and monitoring

as part of the Pagham Harbour Strategic Access management and monitoring project

2.94 "Secondary Education Contribution"

means a financial contribution payable to the County Council pursuant to paragraph 3 of the Second Schedule and to be used towards design and feasibility work for the provision of a new secondary school to serve the district and the implementation of access and which shall be calculated for each Housing Phase of the Development as follows:

$$\text{DfE Figure (Secondary)} \times \text{ACP} = \text{Secondary Education Contribution}$$

Where:

ACP (Additional Child Product) = The estimated additional number of school age children likely to be generated by a Housing Phase calculated by reference to the total number of Dwellings in the Housing Phase (less any allowance for affordable dwellings (which for Arun District is 100% for Social Rented Houses)) , as approved by the relevant Reserved Matters Approval for the Housing Phase. The current occupancy rates are as follows:

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

Using the latest published occupancy rates published by the Office for National Statistics to determine an overall population increase the following factors are applied. According to 2001 census data, there are 14 persons per 1000 population in each school year

group for houses and 5 persons per 1000 population in each school year group for flats. There are 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 2018/2019 is £27,000 (twenty seven thousand pounds) Index Linked.

- 2.95 “Secretary of State”** means the Secretary of State for Housing, Community and Local Government or any other minister of state who inherits his responsibilities or portfolio
- 2.96 “Section 278 Agreement”** means an agreement or agreements under section 278 of the Highways Act, 1980 relating to the Highway Works
- 2.97 “Section 73 Consent”** means a planning permission granted under section 73 of the Act
- 2.98 “Service Media”** means all media for the supply and removal of the Services and all structures machinery and equipment ancillary to those media
- 2.99 “Services”** means gas water sewage surface water drainage electricity energy telecommunications television data data communication and all other services utilities and transmission
- 2.100 Shared Ownership** means a shared ownership scheme provided by an Affordable Housing Provider which allows a purchaser to buy a share of the Affordable Housing Unit under a form of Shared Ownership Lease
- 2.101 Shared Ownership Lease** means the appropriate form of model lease for a Shared Ownership flat or house published by Homes England (as may be

amended from time to time) and which lease provides for a term of 125 years from the date of grant and with no unusual or otherwise unduly burdensome covenants on the lessee

2.102 “Specified Date”

means the date upon which a financial obligation is required to be paid pursuant to this Agreement

2.103 Western Public Open Space Area

being the area shown for identification purposes only coloured yellow on the Open Space Plan

2.104 “Whyke Junction Contribution”

means a sum of £255,000.00 (two hundred and fifty-five thousand pounds) Index Linked to be paid to Highways England pursuant to the Whyke 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 junction through the provision of an additional lane for through traffic in both directions

2.105 “Whyke 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 which secures the payment of the Whyke Junction Contribution to Highways England

2.106 “Working Day”

means a day (other than a Saturday, Sunday or public holiday) in England when banks in London are open for business

In relation to the above definitions any derivative word or expression shall have a comparable meaning.

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 AND CONDITIONALITY

- 4.1 This Agreement shall come into effect upon the date hereof but the obligations in clauses 5 to 7 and the First Second Third and Fourth 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 Housing 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 Agreement as the Fifth Schedule 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.
- 4.3 In the event that the Planning Application is subject to an appeal then each obligation in this Agreement is also conditional upon:
 - 4.3.1 A finding by the Secretary of State or the Planning Inspector determining appeal that the obligation is
 - 4.3.1.1 necessary to make the Development acceptable in planning terms; and
 - 4.3.1.2 directly related to the Development; and
 - 4.3.1.3 fairly and reasonably related in scale and kind to the Development; and
 - 4.3.1.4 complies in all other respects with Regulation 122 of the CIL Regulations; and
 and the Commencement of Development.

4.3.2 In the event that the Secretary of State or the Planning Inspector deciding the planning appeal expressly states in his Decision Letter that any individual planning obligation within this Agreement is not compliant with the CIL Regulations and/or the NPPF or is immaterial to the grant of Planning Permission and that no weight has been given to the same in reaching his decision then that planning obligation or those planning obligations will cease to have effect and shall be void for the purposes of this Agreement and shall have no effect and the Owners shall not be obliged to comply with the terms of that obligation and the remaining clauses will remain in full force and effect provided that severance is achievable.

4.4 In the event that the Council or the County Council adopt a charging schedule under the CIL Regulations prior to Planning Permission being granted, the Owners shall be released any of the obligations in this Agreement that relate to an item or project included on the Council's regulation 123 list of infrastructure.

5 THE OWNERS' COVENANTS

5.1 The Owners covenant with the Council so as to bind 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 the Land to perform the obligations as set out in Second Schedule.

5.3 The Applicant, as the holder of a charge over the Land, consents to the Owners entering into this Agreement and acknowledges that this Agreement is binding over the Land. The Applicant shall, in its capacity as the holder of a charge over the Land, only be liable for any breach of this Agreement if it has itself caused the breach whilst in possession of the Land and it shall not be liable for any pre-existing breach.

6 THE COUNCIL'S COVENANTS

6.1 The Council covenants with the Owners and the County Council as set out in the Third Schedule.

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 which are Index Linked and payable by the Owners to the Council under the First Schedule of 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
- B is the original sum mentioned in this Agreement
- C is the RPI figure for the month two months preceding the Specified Date
- D is the RPI figure for the month two months preceding the date of this Agreement

- 9.2 The parties agree that any sum which is Index Linked and payable by the Owners to the County Council under the Second Schedule of this agreement or used in the calculation of a County Council Contribution 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
- B is the original sum mentioned in this Agreement
- C is the BCIS Index figure for the quarter preceding the Specified Date
- D is the BCIS Index figure for the quarter preceding the date of this Agreement

- 9.3 The adjustment in this clause 9 shall only be made where the Specified Date is more than 6 months after the date of this Agreement
- 9.4 Where reference is made to an index (including the RPI Index and the BCIS Index) and that index ceased to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this Agreement) or in the event the index is not replaced to an alternative reasonably comparable basis or index as the Council or the County Council (as applicable) shall advise the Owners in writing.

10 LEGAL AND ADMINISTRATIVE COSTS

- 10.1 The Owners agree with the Council to pay on completion of this Agreement the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Agreement in the sum of £2,500.
- 10.2 The Owners agree with the County Council to pay on completion of this Agreement the reasonable legal costs of the County Council incurred in the negotiation, preparation and execution of this Agreement.
- 10.3 For the avoidance of doubt the above charges are standard charges and 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 Agreement 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
- 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 Agreement 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 Agreement 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 Agreement 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 Agreement.
- 11.11 Insofar as any clause or clauses of this Agreement 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 Agreement.
- 11.12 This Agreement 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 Agreement 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 Agreement.
- 11.14 Nothing contained or implied in this Agreement 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 Owners or Occupier of a completed Dwelling 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 Housing Phase of the Development it shall be enforceable only against those persons with an interest in that Housing 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 is solely in the Care Home Land or their successors in title.
- 12.4 For the avoidance of doubt the obligations herein shall not be enforceable against any party whose interest in the Land is solely in the D1 Land or their successors in title.
- 12.5 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 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.

- 12.6 Subject to this clause 12 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.
- 12.7 Any legal charge entered into in respect of the Land or any part of the Land after this Agreement has been completed shall take effect subject to this Agreement PROVIDED THAT the mortgagee under such a legal charge shall have no liability under this Agreement 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 Agreement that occurs prior to the mortgagee taking possession of the land.
- 12.8 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 or Owners of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the 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 immediate written notice of any change in Ownership of any of its interests in the Land occurring before all the obligations under this Agreement 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 of any change of Ownership affecting a Dwelling, the Care Home Land or the D1 Land.

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 Agreement:
- 15.1.1 the obligations in this Agreement 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 Agreement 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 Agreement; 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.

17 VAT

All consideration given in accordance with the terms of this Agreement 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 Agreement must be in writing and must be:
 - 18.1.1 delivered by hand; or
 - 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 Agreement 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 at: care of F Barnes, Solicitors, 14 Chase Cross Road, Collier Row, Romford, RM5 3PS;

18.2.4 to the Applicant at: Banner Cross Hall, Ecclesall Road South, Sheffield, S11 9PD;
or at such other address as the relevant party shall specify by notice to the other parties.

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 agreement 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 Agreement 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 JURISDICTION

This Agreement 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.

22 DELIVERY

The provisions of this Agreement (other than this clause which shall be of immediate effect) shall be of no effect until this Agreement has been dated.

23 COUNTERPARTS

This Deed may be executed and delivered in not more than seven counterparts each of which is an original and which together have the same effect as if each party had signed for the same document.

FIRST SCHEDULE
The Owners Covenants with the Council

The Owners agree with the Council as follows:

1 TO PROVIDE ON-SITE AFFORDABLE HOUSING

- 1.1 Not less than 30% of the Dwellings shall be Affordable Dwellings to be provided in accordance with this First Schedule
- 1.2 To prepare an Affordable Housing Scheme for each Housing Phase and submit the same to the Council for approval
- 1.3 Not to commence the construction of any Housing Phase at the Development until the Affordable Housing Scheme for that Housing Phase has been approved by the Council
- 1.4 To provide Affordable Housing in a Housing Phase in accordance with the approved Affordable Housing Scheme for that Housing Phase
- 1.5 Not to Occupy more than 50% (fifty percent) of the Open Market Units in a Housing Phase of the Development until 50% (fifty percent) of the Affordable Housing Units for that Housing Phase have been provided on that Housing Phase in accordance with the Affordable Housing Scheme and this First Schedule
- 1.6 Not to Occupy more than 80% (eighty percent) of the Open Market Units in a Housing Phase of the Development until the remaining 50% (fifty percent) of the Affordable Housing Units have been provided on that Housing Phase in accordance with the Affordable Housing Scheme and this First Schedule
- 1.7 To procure that all Affordable Housing Units are disposed of (either freehold or leasehold for a period of not less than 125 years) to an Affordable Housing Provider except for any mortgage or charge
- 1.8 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 for Affordable Housing 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
- 1.9 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 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 1.2 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

- 2.1 in respect of the Affordable Housing Units in each Housing Phase the Owners shall make an offer to an Affordable Housing Provider which offer shall include
 - (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")
- 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 OR OTHER OUTCOME

- 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 that the Owners may:
 - 2.4.1 on or before the Occupation of 10 of the Market Units on a Housing Phase 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 Housing Phase and the Affordable Housing Units may be sold on the open market as Market Units; or
 - 2.4.2 Dispose of all or any of the Affordable Housing Units in that Housing 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

Housing 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 Housing Phase of the Development in accordance with the terms of this Agreement.

NOMINATION RIGHTS

- 2.6 To procure that the Affordable Housing Provider grants Nomination Rights to the Council in relation to the first Occupation of 100% (one hundred percent) the Affordable Rent Units and Nomination Rights to 75% (seventy-five percent) of all subsequent relets of Affordable Rent Units 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

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 or lease of an Affordable Housing Unit 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 Housing Units;
- 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;

2.7.3 The imposition of such covenants as the Owners shall reasonably require and are consistent with the sale of any Market Unit; and

2.7.4 A Condition that on a Disposal of Affordable Rental Units the Affordable Housing Provider shall within 3 months of the legal completion of the transfer of lease, 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

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 the transfer of the freehold of the Affordable Dwellings or any part of them to another Affordable Housing Provider will not be prevented;

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 1.12 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 Agreement 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 Applicant in obtaining such public subsidy or other financial support) in respect of the Affordable Housing Units;
- 3.2 the provisions of this Schedule above shall cease to bind any of the Affordable Housing Units if in relation to that Affordable Housing Unit:
 - 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

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 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 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 a Affordable Housing Provider

- 4.1.5 If the Council shall notify the Chargee within one month of the time specified within sub-paragraph 3 that it wishes to accept the offer or if within the time specified in sub-paragraph 4 the Council gives written notice to the Chargee that arrangements can be made in accordance with sub-paragraph 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 7 the transfer to the Council or to a 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 5.2 ("the Completion Period)
- 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 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 Council fails to give notification to the Chargee within the time specified in sub-paragraph 3 or
 - (b) having given notification of refusal of the Offer in accordance with sub-paragraph 3 the Council fails to give notification to the Chargee within the time specified in sub-paragraph 3; or

- (c) the Council having complied with the time periods specified in sub-paragraph 3 and (in the case of a refusal of the Offer) sub-paragraph 4 the transfer to either 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 7.

4.1.9 then the Chargee shall be under no obligation to sell the Affordable Housing Units either to the Council or to a 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 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 submit to the Council a Public Open Space Scheme for the Western Public Open Space Area including the ELEAP prior to Commencement of the Development of the first Housing Phase
- 5.2 Not to Commence the Development of the first Housing Phase until the Public Open Space Scheme for the Western Public Open Space Area has been approved by the Council
- 5.3 To submit to the Council a Public Open Space Scheme for the Northern Public Open Space Area prior to Commencement of the Development of the final Housing Phase
- 5.3 Not to Commence the Development of the final Housing Phase until the Public Open Space Scheme for the Northern Public Open Space Area has been approved by the Council
- 5.4 To provide and lay out the Western Public Open Space Area together with the ELEAP in accordance with the approved Public Open Space Scheme relating to that Public Open Space Area
- 5.5 To provide and lay out the Northern Public Open Space Area in accordance with the approved Public Open Space Scheme relating to that Public Open Space Area
- 5.6 To ensure that there is public access to the Public Open Space Areas on Completion in accordance with the approved Public Open Space Scheme (but subject to the justifications and conditions in the Public Open Space

Scheme) and that following their Completion all Public Open Space Areas are managed and maintained in accordance with the approved Public Open Space Scheme for the relevant Housing Phase

- 5.7 To lay out landscape and Complete the Western Public Open Space Area (apart from any landscaping which has to be delayed until the next planting season or any minor matters which can be made good after Completion) in accordance with the approved Public Open Space Scheme prior to the Occupation of more than 100 Dwellings
- 5.8 To lay out landscape and Complete the Northern Public Open Space Area (apart from any landscaping which has to be delayed until the next planting season or any minor matters which can be made good after Completion) in accordance with the approved Public Open Space Scheme prior to the Occupation of more than 225 Dwellings
- 5.9 Not to Occupy or cause or allow to be Occupied more than 100 Dwellings until the Western Public Open Space Area has been Completed in accordance with paragraph 5.7
- 5.10 Not to Occupy or cause or allow to be Occupied more than 225 Dwellings until the Northern Public Open Space Area has been Completed in accordance with paragraph 5.8
- 5.11 Upon completion of any Public Open Space Area to maintain the relevant area in accordance with the relevant provisions of the approved Public Open Space Scheme and to transfer or make the Open Space available to the relevant organisation or body which is to take over responsibility for the Open Space in accordance with the approved Public Open Space Scheme

6 LEISURE PITCH CONTRIBUTION

- 6.1 To pay to the Council on or before the Occupation of the 75th Market Unit in the Development 33% of the Leisure Pitch Contribution for that Housing Phase
- 6.2 Not to Occupy more than 75 of the Market Units of the Development until 33% of the Leisure Pitch Contribution has been paid
- 6.3 To pay to the Council on or before the Occupation of the 150th Market Unit at the Development a further 34% of the Leisure Pitch Contribution
- 6.4 Not to Occupy more than 150 of the Market Units at the Development until 66% of the Leisure Pitch Contribution has been paid
- 6.5 To pay to the Council on or before the Occupation of the 225th Market Unit at the Development the final 34% of the Leisure Pitch Contribution
- 6.6 Not to Occupy more than 225 of the Market Units at the Development

until all of the Leisure Pitch Contribution has been paid

7 LEISURE POOL CONTRIBUTION

- 7.1 To pay to the Council on or before the Occupation of the 75th Market Unit at the Development 33% of the Leisure Pool Contribution
- 7.2 Not to Occupy more than 75 of the Market Units at the Development until 33% of the Leisure Pool Contribution has been paid
- 7.3 To pay to the Council on or before the Occupation of the 150th Market Unit at the Development a further 34% of the Leisure Pool Contribution
- 7.4 Not to Occupy more than 150 of the Market Units at the Development until 66% of the Leisure Pool Contribution has been paid
- 7.5 To pay to the Council on or before the Occupation of the 225th Market Unit at the Development the final 34% of the Leisure Pool Contribution
- 7.6 Not to Occupy more than 225 of the Market Units at the Development until all of the Leisure Pool Contribution has been paid

8 LEISURE SPORTS HALL CONTRIBUTION

- 8.1 To pay to the Council on or before the Occupation of the 75th Market Unit at the Development 33% of the Leisure Sports Hall Contribution
- 8.2 Not to Occupy more than 75 of the Market Units at the Development until 33% of the Leisure Sports Hall Contribution has been paid
- 8.3 To pay to the Council on or before the Occupation of the 150th Market Unit at the Development a further 34% of the Leisure Sports Hall Contribution
- 8.4 Not to Occupy more than 150 of the Market Units at the Development until 66% of the Leisure Sports Hall Contribution has been paid
- 8.5 To pay to the Council on or before the Occupation of the 225th Market Unit at the Development the final 34% of the Leisure Sports Hall Contribution
- 8.6 Not to Occupy more than 225 of the Market Units in a Housing Phase until all of the Leisure Sports Hall Contribution for that Housing Phase has been paid

9 LEISURE 3G CONTRIBUTION

- 9.1 To pay to the Council on or before the Occupation of the 75th Market Unit at the Development 33% of the Leisure 3G Contribution

- 9.2 Not to Occupy more than 75 of the Market Units at the Development until 33% of the Leisure 3G Contribution has been paid
- 9.3 To pay to the Council on or before the Occupation of the 150th Market Unit at the Development a further 34% of the Leisure 3G Contribution
- 9.4 Not to Occupy more than 150 the Market Units at the Development until 66% of the Leisure 3G Contribution has been paid
- 9.5 To pay to the Council on or before the Occupation of the 225th Market Unit at the Development the final 34% of the Leisure 3G Contribution
- 9.6 Not to Occupy more than 225 of the Market Units at the Development until all of the Leisure 3G Contribution has been paid

10 MUGA CONTRIBUTION

- 10.1 To pay to the Council on or before the Occupation of the 75th Market Unit at the Development 33% of the MUGA Contribution
- 10.2 Not to Occupy more than 75 of the Market Units at the Development until 33% of the MUGA Contribution has been paid
- 10.3 To pay to the Council on or before the Occupation of the 150th Market Unit at the Development a further 34% of the MUGA Contribution
- 10.4 Not to Occupy more than 150 of the Market Units at the Development until 66% of the MUGA Contribution has been paid
- 10.5 To pay to the Council on or before the Occupation of the 225th Market Unit at the Development the final 34% of the MUGA Contribution
- 10.6 Not to Occupy more than 225 of the Market Units at the Development until all of the MUGA Contribution has been paid.

11 NHS CONTRIBUTION

- 11.1 To pay to the Council on or before the Occupation of the 75th Market Unit at the Development 33% of the NHS Contribution
- 11.2 Not to Occupy more than 75 of the Market Units at the Development until 33% of the NHS Contribution has been paid
- 11.3 To pay to the Council on or before the Occupation of the 150th Market Unit at the Development a further 34% of the NHS Contribution
- 11.4 Not to Occupy more than 150 of the Market Units until 66% of the NHS Contribution has been paid

- 11.5 To pay to the County Council on or before the Occupation of the 225th Market Unit at the Development the final 34% of the NHS Contribution
- 11.6 Not to Occupy more than 225 of the Market Units at the Development until all of the NHS Contribution has been paid

12 SAMM CONTRIBUTION

- 12.1 The Owners covenant with the Council on or before the Occupation of the first Dwelling to pay to the Council the SAMM Contribution
- 12.2 The Owners covenant with the Council not to Occupy or cause or allow to be Occupied any Dwelling unless or until the SAMM 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 Market Unit at the Development 33% of the Police Infrastructure Contribution
- 13.2 Not to Occupy more than 75 of the Market Units at the Development until 33% of the Police Infrastructure Contribution has been paid
- 13.3 To pay to the Council on or before the Occupation of the 150th Market Unit at the Development a further 33% of the Police Infrastructure Contribution
- 13.4 Not to Occupy more than 150 of the Market Units at the Development until 66% of the Police Infrastructure Contribution has been paid
- 13.5 To pay to the Council on or before the Occupation of 225th Market Unit at the Development the final 34% of the Police Infrastructure Contribution
- 13.6 Not to Occupy more than 225 of the Market Units at the Development until all of the Police Infrastructure Contribution has been paid

14 WHYKE JUNCTION CONTRIBUTION

- 14.1 Subject to paragraph 14.2 not to Occupy any Dwelling at the Development unless the Whyke Junction Contribution Agreement has been entered into with Highways England
- 14.2 If the Owners prove to the reasonable satisfaction of the Council that they have made reasonable endeavours to enter into the Whyke Junction Contribution Agreement with Highways England but despite using such reasonable endeavours, the Owners have not been able to enter into the Whyke Junction Contribution Agreement the Council shall waive the requirement in paragraph 14.1 and the restriction on Occupation of any Dwelling under this paragraph shall cease to apply but the Owners shall continue to use reasonable endeavours to enter in the Whyke Junction

Contribution Agreement as soon as reasonably practicable

SECOND SCHEDULE		
The Owners' Covenants with the County Council		
	The Owners agree with the County Council	
1	EARLY YEARS CONTRIBUTIONS	
	1.1	On or before the Occupation of the first Dwelling in each Housing Phase to pay to the County Council 50% of the Early Years Contribution for the relevant Housing Phase
	1.2	Not to Occupy or cause or allow to be Occupied the second Dwelling forming part of the Housing Phase of the Development before 50% of the Early Years Contribution for that Housing Phase has been paid to the County Council
	1.3	To pay to the County Council on or before the Occupation of 50% of the Dwellings in a Housing Phase the remaining 50% of the Early Years Contribution for that Housing Phase
	1.4	Not to Occupy more than 50% of the Dwellings forming part of the Housing Phase until the remaining 50% of the Early Years Contribution for that Housing Phase has been paid to the County Council
2	PRIMARY EDUCATION CONTRIBUTION	
	2.1	On or before the Occupation of the first Dwelling in each Housing Phase to pay to the County Council 50% of the Primary Education Contribution for the relevant Housing Phase
	2.2	Not to Occupy or cause or allow to be Occupied the second Dwelling forming part of the Housing Phase of the Development before 50% of the Primary Education Contribution for that Housing Phase has been paid to the County Council
	2.3	To pay to the County Council on or before the Occupation of 50% of the Dwellings in a Housing Phase the remaining 50% of the Primary Education Contribution for that Housing Phase
	2.4	Not to Occupy more than 50% of the Dwellings forming part of the Housing Phase until the remaining 50% of the Primary Education Contribution for that Housing Phase has been paid to the County Council
3	SECONDARY EDUCATION CONTRIBUTION	
	3.1	On or before the Occupation of the first Dwelling in each Housing

		Phase to pay to the County Council 50% of the Secondary Education Contribution for the relevant Housing Phase
	3.2	Not to Occupy or cause or allow to be Occupied the second Dwelling forming part of the Housing Phase of the Development before 50% of the Secondary Education Contribution for that Housing Phase has been paid to the County Council
	3.3	To pay to the County Council on or before the Occupation of 50% of the Dwellings in a Housing Phase the remaining 50% of the Secondary Education Contribution for that Housing Phase
	3.4	Not to Occupy more than 50% of the Dwellings forming part of the Housing Phase until the remaining 50% of the Secondary Education Contribution for that Housing Phase has been paid to the County Council
4	SIXTH FORM EDUCATION CONTRIBUTION	
	4.1	On or before the Occupation of the first Dwelling in each Housing Phase to pay to the County Council 50% of the Sixth Form Education Contribution for the relevant Housing Phase
	4.2	Not to Occupy or cause or allow to be Occupied the second Dwelling forming part of the Housing Phase of the Development before 50% of the Sixth Form Education Contribution for that Housing Phase has been paid to the County Council
	4.3	To pay to the County Council on or before the Occupation of 50% of the Dwellings in a Housing Phase the remaining 50% of the Sixth Form Education Contribution for that Housing Phase
	4.4	Not to Occupy more than 50% of the Dwellings forming part of the Housing Phase until the remaining 50% of the Sixth Form Education Contribution for that Housing Phase has been paid to the County Council
5	LIBRARY CONTRIBUTION	
	5.1	On or before the Occupation of the first Dwelling in each Housing Phase to pay to the County Council 50% of the Library Contribution for the relevant Housing Phase
	5.2	Not to Occupy or cause or allow to be Occupied the second Dwelling forming part of the Housing Phase of the Development before 50% of the Library Contribution for that Housing Phase has been paid to the County Council
	5.3	To pay to the County Council on or before the Occupation of 50% of the Dwellings in a Housing Phase the remaining 50% of the Library

		Contribution for that Housing Phase
	5.4	Not to Occupy more than 50% of the Dwellings forming part of the Housing Phase until the remaining 50% of the Library Contribution for that Housing Phase has been paid to the County Council.
6	FIRE AND RESCUE SERVICES CONTRIBUTION	
	6.1	On or before the Occupation of the first Dwelling in each Housing Phase to pay to the County Council 50% of the Fire and Rescue Contribution for the relevant Housing Phase
	6.2	Not to Occupy or cause or allow to be Occupied the second Dwelling forming part of the Housing Phase of the Development before 50% of the Fire and Rescue Contribution for that Housing Phase has been paid to the County Council
	6.3	To pay to the County Council on or before the Occupation of 50% of the Dwellings in a Housing Phase the remaining 50% of the Fire and Rescue Contribution for that Housing Phase.
	6.4	Not to Occupy more than 50% of the Dwellings forming part of the Housing Phase until the remaining 50% of the Fire and Rescue Services Contribution for that Housing Phase has been paid to the County Council
8	ACCESS FOOTPATH	
	8.1	Prior to Commencement of the Development to enter in to a Highways Agreement with the County Council for the provision of the Access Footpath
	8.2	Not to Occupy any Dwelling until a Highways Agreement for the provision of the Access Footpath has been entered into with the County Council
9.	FOOTPATHS CONTRIBUTION	
	9.1	To pay the Footpath Contribution Index Linked to the County Council prior to the Occupation of the one hundredth (100 No) Dwelling in the Development
	9.2	Not to Occupy the one hundred and first (101 No) Dwelling within the Development until the Footpath Contribution Index Linked has been paid to the County Council
10.	HIGHWAYS CONTRIBUTION	
	10.1	To pay the Highways Contribution Index Linked to the County Council

		prior to the Occupation of the 150th (one hundred and fiftieth) Dwelling in the Development
	10.2	Not to Occupy more than 149 (one hundred and forty nine) Dwellings until the Highways Contribution Index Linked has been paid to the County Council
11.	HIGHWAY WORKS SCHEME	
	11.1	To undertake a Stage 2 and Stage 3 Safety Audit in respect of the Highway Works
	11.2	Not to Commence the Development until a Highway Works Scheme has been submitted to and approved in writing by the County Council PROVIDED THAT where a Highway Works Scheme is submitted to the County Council which is not approved a revised Highway Works Scheme shall, within 14 days of receipt of notice in writing from the County Council that the previous Highway Works Scheme is not approved, be submitted to the County Council for approval
	11.3	Once the County Council has approved a Highway Works Scheme (the "Approved Highway Works Scheme") to obtain All Requisite Consents including without limitation entering into a Section 278 and or Section 38 Agreement with the County Council
	11.4	After All Requisite Consents have been obtained to carry out in full the Approved Highway Works Scheme and to Complete the Highway Works in accordance with the S.278 and/or Section 38 Agreement to the satisfaction of the County Council
	11.5	Not without the consent of the County Council to allow Occupation the one hundredth (100 No) Dwelling in the Development until such Highway Works have been completed to the satisfaction of the County Council
12.	MONITORING SCHEME	
	12.1	To submit the Monitoring Scheme to the County Council for approval in writing prior to the Commencement of Development
	12.2	To implement the Approved Monitoring Scheme as follows:
	12.2.1	To carry out a baseline assessment of traffic using the Pagham Road Corridor and personal injury accidents occurring along Pagham Road Corridor prior to the Commencement of Development ("the Baseline Assessment ")
	12.2.2	To monitor the changes in traffic using the Pagham Road Corridor:

		a) prior to or upon commencement of construction on the site; b) upon Occupation of 50% of the Dwellings in the Development; and c) upon Occupation of 100% of the Dwellings in the Development; or within 2 years of Occupation of 50% of Dwellings in the Development, whichever is sooner
	12.2.3	To monitor the changes in the personal injury accidents occurring along Pagham Road Corridor: a) prior to or upon commencement of construction on the site; b) upon Occupation of 50% of the Dwellings in the Development; and c) upon Occupation of 100% of the Dwellings in the Development; or within 2 years of Occupation of 50% of Dwellings in the Development, whichever is sooner
	12.3	In the event that the Approved Monitoring Scheme results in the identification of a material worsening of highway safety compared with the Baseline Assessment the County Council shall instruct the Owner to either:
	12.3.1	Prepare and implement a highway safety scheme (the cost of which shall be capped at £100,000) for Pagham Road in accordance with a timetable to be submitted to and approved by the County Council which may include: a) Vehicle Activated Signage to warn vehicles to slow down on the approach to bends or on the approach to junctions; b) additional road signs; c) additional road markings such as 'SLOW' road markings; d) Rumble strips on the approach to junctions; or
	12.3.2	Make a contribution of £100,000 towards a package of measures proposed by the County Council to improve highway safety along Pagham Road

THIRD SCHEDULE		
Council Covenants		
1	SAMM CONTRIBUTION	
1.1	The Council covenants that it will apply the SAMM Contribution for the purpose for which it was paid as set out in this Agreement	
1.2	The Council covenants that upon receipt of the SAMM Contribution under paragraph 12 of the First Schedule it will hold it in a separately identified interest bearing section of the Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified by this Agreement in connection with Pagham Harbour	
1.3	The Council covenants upon written request on or after ten [10] years of the date of receipt of the SAMM Contribution to issue to the party that paid the SAMM Contribution an account certified by the Director of Finance for the time being of the Council detailing how the SAMM Contribution has been expended by the Council	
1.4	If or to the extent that any of the SAMM Contribution shall not have been spent by the Council by the end of the period referred to in paragraph 1.3 above the Council shall on such date refund to the party that paid the SAMM Contribution any unexpended part of any of SAMM Contribution together with compound interest on the unexpended part(s) from the date of receipt by the Council of the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis	
1.5	If at the end of the period referred to in paragraph 1.3 of this Schedule the Council shall have entered into a contract or other legally binding obligation to expend the SAMM Contribution or part thereof for the purposes specified in paragraph 1.1 then the Council shall not be required to refund any part of the SAMM Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the SAMM Contribution in the manner set out in paragraph 1.3 of this Schedule and refund any unexpended part of the SAMM Contribution in the manner set out in paragraph 1.4 of this Schedule	
2	POLICE INFRASTRUCTURE CONTRIBUTION	
2.1	The Council covenants that it will transfer the Police Infrastructure Contribution to the Police Authority to be applied for the purpose for which it was paid as set out in this Agreement.	
2.2	The Council covenants that upon receipt of each instalment of the Police Infrastructure Contribution under paragraph 13 of the First Schedule it will hold it in a separately identified interest bearing section of the Council's combined accounts and transfer it to the Police Authority to be applied for	

		the purposes specified by this Agreement
	2.3	The Council covenants upon written request on or after ten [10] years of the date of receipt of final instalment of the Police Infrastructure Contribution to issue to the party that paid the Police Infrastructure Contribution an account certified by the Director Finance for the time being of the Council detailing how the Police Infrastructure Contribution has been expended by the Council
	2.4	If or to the extent that any of the Police Infrastructure Contribution shall not have been spent by the Council by the end of the period referred to in paragraph 2.3 above the Council shall on such date refund to the party that paid the Police Infrastructure Contribution any unexpended part of any of Police Infrastructure Contribution together with compound interest on the unexpended part(s) from the date of receipt by the Council of the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis
	2.5	If at the end of the period referred to in paragraph 2.3 of this Schedule the Council shall have entered into a contract or other legally binding obligation to expend the Police Infrastructure Contribution or part thereof for the purposes specified in paragraph 2.1 then the Council shall not be required to refund any part of the Police Infrastructure Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Police Infrastructure Contribution in the manner set out in paragraph 2.3 of this Schedule and refund any unexpended part of the Police Infrastructure Contribution in the manner set out in paragraph 2.4 of this Schedule
3	LEISURE POOL CONTRIBUTION	
	3.1	The Council covenants that it will apply the Leisure Pool Contribution for the purpose for which it was paid as set out in this Agreement
	3.2	The Council covenants that upon receipt of each instalment of the Leisure Pool Contribution under paragraph 7 of the First Schedule it will hold it in a separately identified interest bearing section of the Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified by this Agreement
	3.3	The Council covenants upon written request on or after ten [10] years of the date of receipt of final instalment of the Leisure Pool Contribution to issue to the party that paid the Leisure Pool Contribution an account certified by the Director Finance for the time being of the Council detailing how the Leisure Pool Contribution has been expended by the Council
	3.4	If or to the extent that any of the Leisure Pool Contribution shall not have been spent by the Council by the end of the period referred to in

	paragraph 3.3 above the Council shall on such date refund to the party that paid the Leisure Pool Contribution any unexpended part of any of Leisure Pool Contribution together with compound interest on the unexpended part(s) from the date of receipt by the Council of the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis
3.5	If at the end of the period referred to in paragraph 3.3 of this Schedule the Council shall have entered into a contract or other legally binding obligation to expend the Leisure Pool Contribution or part thereof for the purposes specified in paragraph 3.1 then the Council shall not be required to refund any part of the Leisure Pool Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Leisure Pool Contribution in the manner set out in paragraph 3.3 of this Schedule and refund any unexpended part of the Leisure Pool Contribution in the manner set out in paragraph 3.4 of this Schedule
4	LEISURE SPORTS HALL CONTRIBUTION
4.1	The Council covenants that it will apply the Leisure Sports Hall Contribution for the purpose for which it was paid as set out in this Agreement
4.2	The Council covenants that upon receipt of each instalment of the Leisure Sports Hall Contribution under paragraph 8 of the First Schedule it will hold it in a separately identified interest bearing section of the Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified by this Agreement
4.3	The Council covenants upon written request on or after ten [10] years of the date of receipt of final instalment of the Leisure Sports Hall Contribution to issue to the party that paid the Leisure Sports Hall Contribution an account certified by the Director Finance for the time being of the Council detailing how the Leisure Sports Hall Contribution has been expended by the Council
4.4	If or to the extent that any of the Leisure Sports Hall Contribution shall not have been spent by the Council by the end of the period referred to in paragraph 4.3 above the Council shall on such date refund to the party that paid the Leisure Sports Hall Contribution any unexpended part of any of Leisure Sports Hall Contribution together with compound interest on the unexpended part(s) from the date of receipt by the Council of the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis
4.5	If at the end of the period referred to in paragraph 4.3 of this Schedule the Council shall have entered into a contract or other legally binding

		obligation to expend the Leisure Sports Hall Contribution or part thereof for the purposes specified in paragraph 4.1 then the Council shall not be required to refund any part of the Leisure Sports Hall Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Leisure Sports Hall Contribution in the manner set out in paragraph 4.3 of this Schedule and refund any unexpended part of the Leisure Sports Hall Contribution in the manner set out in paragraph 4.4 of this Schedule
5	LEISURE 3G CONTRIBUTION	
	5.1	The Council covenants that it will apply the Leisure 3G Contribution for the purpose for which it was paid as set out in this Agreement
	5.2	The Council covenants that upon receipt of each instalment of the Leisure 3G Contribution under paragraph 9 of the First Schedule it will hold it in a separately identified interest bearing section of the Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified by this Agreement
	5.3	The Council covenants upon written request on or after ten [10] years of the date of receipt of final instalment of the Leisure 3G Contribution to issue to the party that paid the Leisure 3G Contribution an account certified by the Director Finance for the time being of the Council detailing how the Leisure 3G Contribution has been expended by the Council
	5.4	If or to the extent that any of the Leisure 3G Contribution shall not have been spent by the Council by the end of the period referred to in paragraph 5.3 above the Council shall on such date refund to the party that paid the Leisure 3G Contribution any unexpended part of any of Leisure 3G Contribution together with compound interest on the unexpended part(s) from the date of receipt by the Council of the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis
	5.5	If at the end of the period referred to in paragraph 5.3 of this Schedule the Council shall have entered into a contract or other legally binding obligation to expend the Leisure 3G Contribution or part thereof for the purposes specified in paragraph 5.1 then the Council shall not be required to refund any part of the Leisure 3G Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Leisure 3G Contribution in the manner set out in paragraph 5.3 of this Schedule and refund any unexpended part of the Leisure 3G Contribution in the manner set out in paragraph 5.4 of this Schedule
6	LEISURE PITCH CONTRIBUTION	

	6.1	The Council covenants that it will apply the Leisure Pitch Contribution for the purpose for which it was paid as set out in this Agreement
	6.2	The Council covenants that upon receipt of each instalment of the Leisure Pitch Contribution under paragraph 6 of the First Schedule it will hold it in a separately identified interest bearing section of the Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified by this Agreement in the vicinity of the Land
	6.3	The Council covenants upon written request on or after ten [10] years of the date of receipt of final instalment of the Leisure Pitch Contribution to issue to the party that paid the Leisure Pitch Contribution an account certified by the Director Finance for the time being of the Council detailing how the Leisure Pitch Contribution has been expended by the Council
	6.4	If or to the extent that any of the Leisure Pitch Contribution shall not have been spent by the Council by the end of the period referred to in paragraph 6.3 above the Council shall on such date refund to the party that paid the Leisure Pitch Contribution any unexpended part of any of Leisure Pitch Contribution together with compound interest on the unexpended part(s) from the date of receipt by the Council of the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis
	6.5	If at the end of the period referred to in paragraph 6.3 of this Schedule the Council shall have entered into a contract or other legally binding obligation to expend the Leisure Pitch Contribution or part thereof for the purposes specified in paragraph 6.1 then the Council shall not be required to refund any part of the Leisure Pitch Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Leisure Pitch Contribution in the manner set out in paragraph 6.3 of this Schedule and refund any unexpended part of the Leisure Pitch Contribution in the manner set out in paragraph 6.4 of this Schedule
7	NHS CONTRIBUTION	
	7.1	The Council covenants that upon receipt of each instalment of the NHS Contribution under paragraph 11 of the First Schedule it will hold it in a separately identified interest bearing section of the Council's combined accounts and transfer it to the NHS Coastal West Sussex Clinical Commissioning Group to apply for the purposes specified by this Agreement in the vicinity of the Land
8	MUGA CONTRIBUTION	
	8.1	The Council covenants that it will apply the MUGA Contribution for the purpose for which it was paid as set out in this Agreement. The Council covenants that upon receipt of each instalment of the MUGA

	Contribution under paragraph 10 of the First Schedule it will hold it in a separately identified interest bearing section of the Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified by this Agreement in the vicinity of the Land
8.2	The Council covenants that upon receipt of each instalment of the MUGA Contribution under paragraph 10 of the First Schedule it will hold it in a separately identified interest bearing section of the Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified by this Agreement in the vicinity of the Land
8.3	The Council covenants upon written request on or after ten [10] years of the date of receipt of final instalment of the MUGA Contribution to issue to the party that paid the MUGA Contribution an account certified by the Director Finance for the time being of the Council detailing how the Leisure Pitch Contribution has been expended by the Council
8.4	If or to the extent that any of the MUGA Contribution shall not have been spent by the Council by the end of the period referred to in paragraph 8.3 above the Council shall on such date refund to the party that paid the MUGA Contribution any unexpended part of any of the MUGA Contribution together with compound interest on the unexpended part(s) from the date of receipt by the Council of the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis
8.5	If at the end of the period referred to in paragraph 8.3 of this Schedule the Council shall have entered into a contract or other legally binding obligation to expend the MUGA Contribution or part thereof for the purposes specified in paragraph 8.1 then the Council shall not be required to refund any part of the MUGA Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the MUGA Contribution in the manner set out in paragraph 8.3 of this Schedule and refund any unexpended part of the MUGA Contribution in the manner set out in paragraph 8.4 of this Schedule

FOURTH SCHEDULE

County Council Covenants

The County Council covenants with the Owners as follows

1. FIRE AND RESCUE SERVICES CONTRIBUTION

- | | |
|-----|---|
| 1.1 | The County Council covenants that it will apply the Fire and Rescue Services Contribution for the purpose for which it was paid as set out in this Agreement. |
| 1.2 | The County Council covenants that upon receipt of the Fire and Rescue Services Contribution under paragraph 6 of the Second Schedule it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified by this Agreement in the vicinity of the Land. |
| 1.3 | The County Council covenants upon written request on or after ten [10] years of the date of receipt of final instalment of the Fire and Rescue Services Contribution to issue to the party that paid the Fire and Rescue Services Contribution an account certified by the Director Finance Performance and Procurement for the time being of the County Council detailing how the Fire and Rescue Services Contribution has been expended by the County Council. |
| 1.4 | If or to the extent that any of the Fire and Rescue Services Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 1.3 above the County Council shall on such date refund to the party that paid the Fire and Rescue Services Contribution any unexpended part of any of Fire and Rescue Services Contribution together with compound interest on the unexpended part(s) from the date of receipt by the County Council of the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis. |
| 1.5 | If at the end of the period referred to in paragraph 1.3 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Fire and Rescue Services Contribution or part thereof for the purposes specified in paragraph 1.1 then the County Council shall not be required to refund any part of the Fire and Rescue Services Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Fire and Rescue Services Contribution in the manner set out in paragraph 1.3 of this Schedule and refund any unexpended part of the Fire and Rescue Services Contribution in the manner set out in paragraph 1.4 of this Schedule. |

2	LIBRARY CONTRIBUTION
2.1	The County Council covenants that upon receipt of each instalment of the Library Contribution under paragraph 5 of the Second Schedule it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified by this Agreement in the vicinity of the Land.
2.2	The County Council covenants upon written request on or after ten [10] years of the date of receipt of final instalment of the Library Contribution to issue to the party that paid the Library Contribution an account certified by the Director Finance Performance and Procurement for the time being of the County Council detailing how the Library Contribution has been expended by the County Council.
2.3	If or to the extent that any of the Library Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 2.2 above the County Council shall on such date refund to the party that paid the Library Contribution any unexpended part of any of Library Contribution together with compound interest on the unexpended part(s) from the date of receipt by the County Council of the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.
2.4	If at the end of the period referred to in paragraph 2.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Library Contribution or part thereof for the purposes specified in paragraph 2.1 then the County Council shall not be required to refund any part of the Library Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Library Contribution in the manner set out in paragraph 2.2 of this Schedule and refund any unexpended part of the Library Contribution in the manner set out in paragraph 2.3 of this Schedule.
3	SIXTH FORM CONTRIBUTION
3.1	The County Council covenants that it will apply the Sixth Form Education Contribution for the purpose for which it was paid as set out in this Agreement.
3.2	The County Council covenants that upon receipt of each instalment of the Sixth Form Education Contribution under paragraph 4 of the Second Schedule it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified by this Agreement in the vicinity of the Land.
3.3	The County Council covenants upon written request on or after ten [10] years of the date of receipt of final instalment of the Sixth Form Education

		Contribution to issue to the party that paid the Sixth Form Education Contribution an account certified by the Director Finance Performance and Procurement for the time being of the County Council detailing how the Sixth Form Education Contribution has been expended by the County Council.
	3.4	If or to the extent that any of the Sixth Form Education Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 3.3 above the County Council shall on such date refund to the party that paid the Sixth Form Education Contribution any unexpended part of any of Sixth Form Education Contribution together with compound interest on the unexpended part(s) from the date of receipt by the County Council of the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.
	3.5	If at the end of the period referred to in paragraph 3.3 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Sixth Form Education Contribution or part thereof for the purposes specified in paragraph 3.1 then the County Council shall not be required to refund any part of the Sixth Form Education Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Sixth Form Education Contribution in the manner set out in paragraph 3.3 of this Schedule and refund any unexpended part of the Sixth Form Education Contribution in the manner set out in paragraph 3.4 of this Schedule.
4	SECONDARY EDUCATION CONTRIBUTION	
	4.1	The County Council covenants that upon receipt of each instalment of the Secondary Education Contribution under paragraphs 3 of the Second Schedule it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified by this Agreement in the vicinity of the Land.
	4.2	The County Council covenants upon written request on or after ten [10] years of the date of receipt of final instalment of the Secondary Education Contribution to issue to the party that paid the Secondary Education Contribution an account certified by the Director Finance Performance and Procurement for the time being of the County Council detailing how the Secondary Education Contribution has been expended by the County Council.
	4.3	If or to the extent that any of the Secondary Education Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 4.2 above the County Council shall on such date refund to the party that paid the Secondary Education Contribution any unexpended part

		of any of Secondary Education Contribution together with compound interest on the unexpended part(s) from the date of receipt by the County Council of the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.
	4.4	If at the end of the period referred to in paragraph 4.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Secondary Education Contribution or part thereof for the purposes specified in paragraph 4.1 then the County Council shall not be required to refund any part of the Secondary Education Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Secondary Education Contribution in the manner set out in paragraph 4.3 of this Schedule and refund any unexpended part of the Secondary Education Contribution in the manner set out in paragraph 4.3 of this Schedule.
5	PRIMARY EDUCATION CONTRIBUTION	
	5.1	The County Council covenants that it will apply the Primary Education Contribution for the purpose for which it was paid as set out in this Agreement.
	5.2	The County Council covenants that upon receipt of Primary Education Contribution under paragraph 2 of the Second Schedule it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified by this Agreement in the vicinity of the Land.
	5.3	The County Council covenants upon written request on or after ten [10] years of the date of receipt of the Primary Education Contribution to issue to the party that paid the Primary Education Contribution an account certified by the Director Finance Performance and Procurement for the time being of the County Council detailing how the Primary Education Contribution has been expended by the County Council.
	5.4	If or to the extent that any of the Primary Education Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 5.3 above the County Council shall on such date refund to the party that paid the Primary Education Contribution any unexpended part of any of Primary Education Contribution together with compound interest on the unexpended part(s) from the date of receipt by the County Council of the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.
	5.5	If at the end of the period referred to in paragraph 5.3 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Primary Education Contribution or part thereof for

		the purposes specified in paragraph 5.1 then the County Council shall not be required to refund any part of the Primary Education Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Primary Education Contribution in the manner set out in paragraph 5.3 of this Schedule and refund any unexpended part of the Primary Education Contribution in the manner set out in paragraph 5.4 of this Schedule.
7	FOOTPATHS CONTRIBUTION	
	7.1	The County Council covenants that upon receipt of the Footpaths Contribution under paragraph 9 of the Second Schedule it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified by this Agreement in the vicinity of the Land.
	7.2	The County Council covenants upon written request on or after ten [10] years of the date of receipt of final instalment of the Footpaths Contribution to issue to the party that paid the Footpaths Contribution an account certified by the Director Finance Performance and Procurement for the time being of the County Council detailing how the Footpaths Contribution has been expended by the County Council.
	7.3	If or to the extent that any of the Footpaths Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 7.2 above the County Council shall on such date refund to the party that paid the Footpaths Contribution any unexpended part of any of Footpaths Contribution together with compound interest on the unexpended part(s) from the date of receipt by the County Council of the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.
	7.4	If at the end of the period referred to in paragraph 7.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Footpaths Contribution or part thereof for the purposes specified in paragraph 7.1 then the County Council shall not be required to refund any part of the Footpaths Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Footpaths Contribution in the manner set out in paragraph 7.2 of this Schedule and refund any unexpended part of the Footpaths Contribution in the manner set out in paragraph 7.3 of this Schedule.
8	HIGHWAYS CONTRIBUTION	
	8.1	The County Council covenants that upon receipt of the Highways Contribution under paragraph 10 of the Second Schedule it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing

		on it for the purpose specified by this Agreement.
	8.2	The County Council covenants upon written request on or after ten [10] years of the date of receipt of final instalment of the Highways Contribution to issue to the party that paid the Off-Site Highways Contribution an account certified by the Director Finance Performance and Procurement for the time being of the County Council detailing how the Travel Plan Contribution has been expended by the County Council.
	8.3	If or to the extent that any of the Off-Site Highways Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 8.2 above the County Council shall on such date refund to the party that paid the Highways Contribution any unexpended part of any of Highways Contribution together with compound interest on the unexpended part(s) from the date of receipt by the County Council of the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.
	8.4	If at the end of the period referred to in paragraph 8.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Highways Contribution or part thereof for the purposes specified in paragraph 8.1. then the County Council shall not be required to refund any part of the Highways Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Highways Contribution in the manner set out in paragraph 8.2 of this Schedule and refund any unexpended part of the Highways Contribution in the manner set out in paragraph 8.3 of this Schedule.
9	EARLY YEARS CONTRIBUTION	
	9.1	The County Council covenants that it will apply the Early Years Contribution for the purpose for which it was paid as set out in this Agreement.
	9.2	The County Council covenants that upon receipt of Early Years Contribution under paragraph 1 of the Second Schedule it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified by this Agreement.
	9.3	The County Council covenants upon written request on or after ten [10] years of the date of receipt of the Early Years Maximum Agreed Sum to issue to the party that paid the Early Years Maximum Agreed Sum an account certified by the Director Finance Performance and Procurement for the time being of the County Council detailing how the Early Years Contribution has been expended by the County Council.
	9.4	If or to the extent that any of the Early Years Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 9.3 above the County Council shall on such date refund to the

	party that paid the Early Years Contribution any unexpended part of any of Early Years Contribution together with compound interest on the unexpended part(s) from the date of receipt by the County Council of the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.
9.5	If at the end of the period referred to in paragraph 9.3 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Early Years Contribution or part thereof for the purposes specified in paragraph 9.1 then the County Council shall not be required to refund any part of the Early Years Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Early Years Contribution in the manner set out in paragraph 9.3 of this Schedule and refund any unexpended part of the Early Years Contribution in the manner set out in paragraph 9.4 of this Schedule.
IN WITNESS whereof the parties have executed and delivered this Agreement on the day and year first before written.	

FIFTH SCHEDULE

Commencement Notice

Pursuant to Clause 4.2 in Planning Obligation Described Below

I advise you that the [Development][Housing 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 B
FROM:	
DEVELOPMENT AT:	
NATURE OF DEVELOPMENT:	
PLANNING PERMISSION DATE & REFERENCE	
PLANNING OBLIGATION DATE & PARTIES	
START DATE:	
NUMBER OF DWELLINGS IN HOUSING PHASE	
NUMBER OF AFFORDABLE /SOCIAL RENTED AND 1 BEDROOM DWELLINGS IN HOUSING 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	

APPENDIX 1
PLAN

NOTES

All dimensions to be verified on site. Do not scale this drawing. All dimensions to be checked with proper surveying equipment.

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REDLINE BOUNDARY - 17.2HA



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A rev details 06 Jan 17 date



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The Round Foundry Media Centre, Foundry
Street, Holbeck, Leeds, LS14 8PP
www.urbanwilderness.co.uk
info@urbanwilderness.co.uk
0113 3945612
registered in Scotland SC279799

client HALLAM LAND MANAGEMENT LTD

project HOOK LANE, PAGHAM

drawing title REDLINE BOUNDARY

drawing status PLANNING

drawn by AUK checked by JAE 23 DEC 2016

scale 1:1250 paper size A1

plotting no. 167/F/009 rev. A

REDLINE BOUNDARY - 17.39A



Redline boundary amended
rev 1 details
date 05 Jan 17

urban wilderness
landscape architects

The Round Foundry Media Centre, Roundy
Street, Huddersfield, Leeds, LS10 6GP
www.urbanwilderness.co.uk
info@urbanwilderness.co.uk
01484 394942
registered in Scotland SC371979

client
HALLAM LAND MANAGEMENT LTD

project
HOOK LANE, PAGHAM

drawing title
REDLINE BOUNDARY

drawing status
PLANNING

drawn by
AJK

checked by
NJE

date
23 DEC 2016

scale
1:1250

paper size
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plotting no.
167/P/008

rev.
A



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rev details date

landscape architecture
urban wilderness

The Hound Foundry Media Centre, Foundry
Street, Holbeck, Leeds, LS11 5QP
www.urbanwilderness.co.uk
info@urbanwilderness.co.uk
0113 3944642

registered in Scotland SL371979

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HALLAM LAND MANAGEMENT LTD

project

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drawing title
SECTION: THE BOUNDARY

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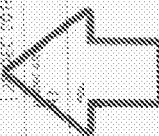
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18/F009



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✓
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rev A
details
05-Jan-17
date

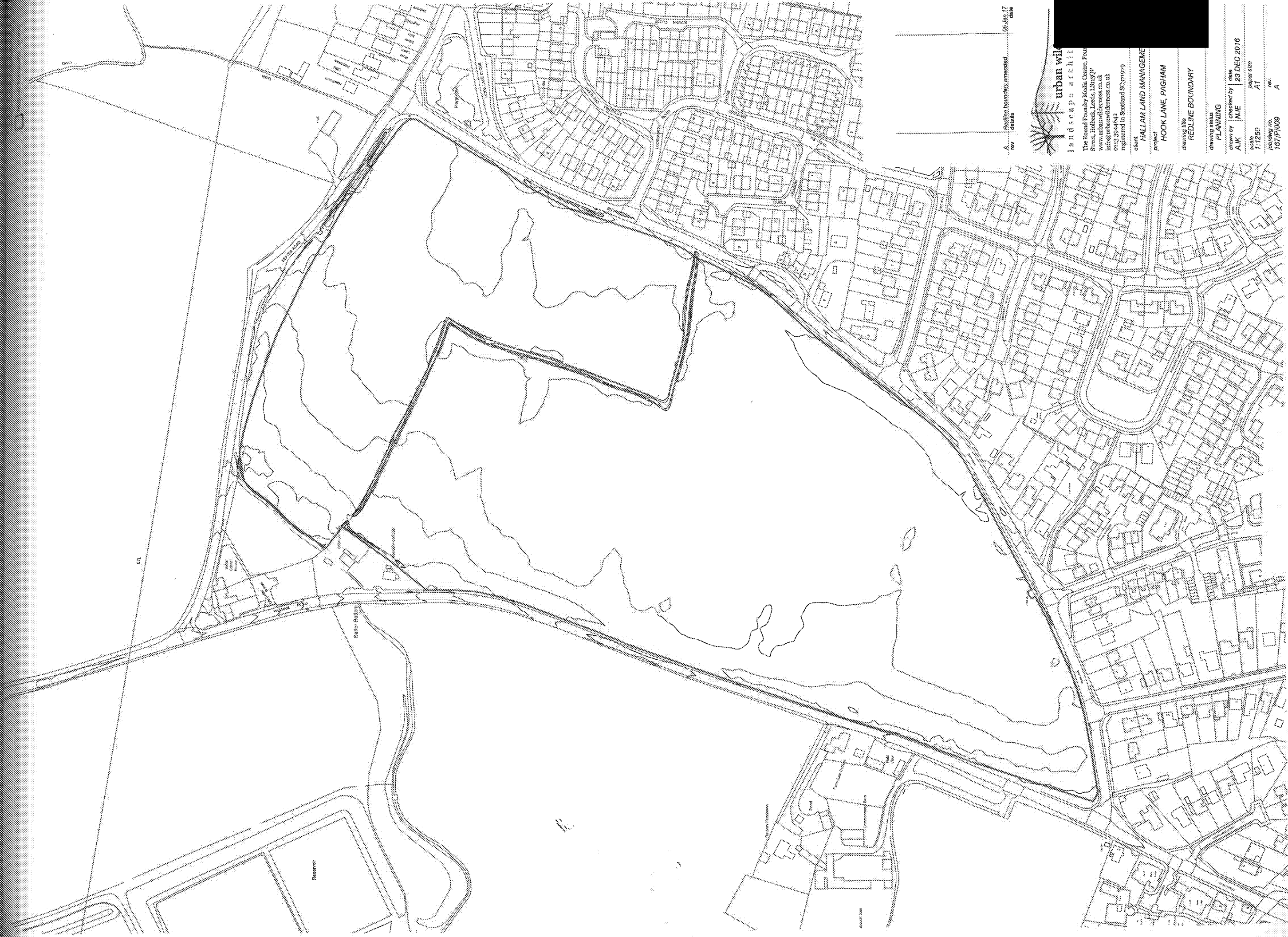
urban wilderness
landscape architecture
The Round Foundry Media Centre, Fox
Street, Hetheridge, Leeds, LS15 5GP
www.urbanwilderness.co.uk
info@urbanwilderness.co.uk
0113 2944642
registered in Scotland SC271679

client
HALLAM LAND MANAGEMENT
project
HOCK LANE, PASHAM

drawing title
REDLINE BOUNDARY
drawing info

drawing status
PLANNING
drawn by
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urban wild

landscapes at hll
The Round Foundry Media Centre, Four
Street, Holbeck, Leeds, LS15 3P
www.urbanwilderness.co.uk
info@urbanwilderness.co.uk
0113 3944442
registered in Scotland SC379799

client
HALLAM LAND MANAGEMENT

project
HOOK LANE, PAGHAM

drawing title
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drawing series
PLANNING

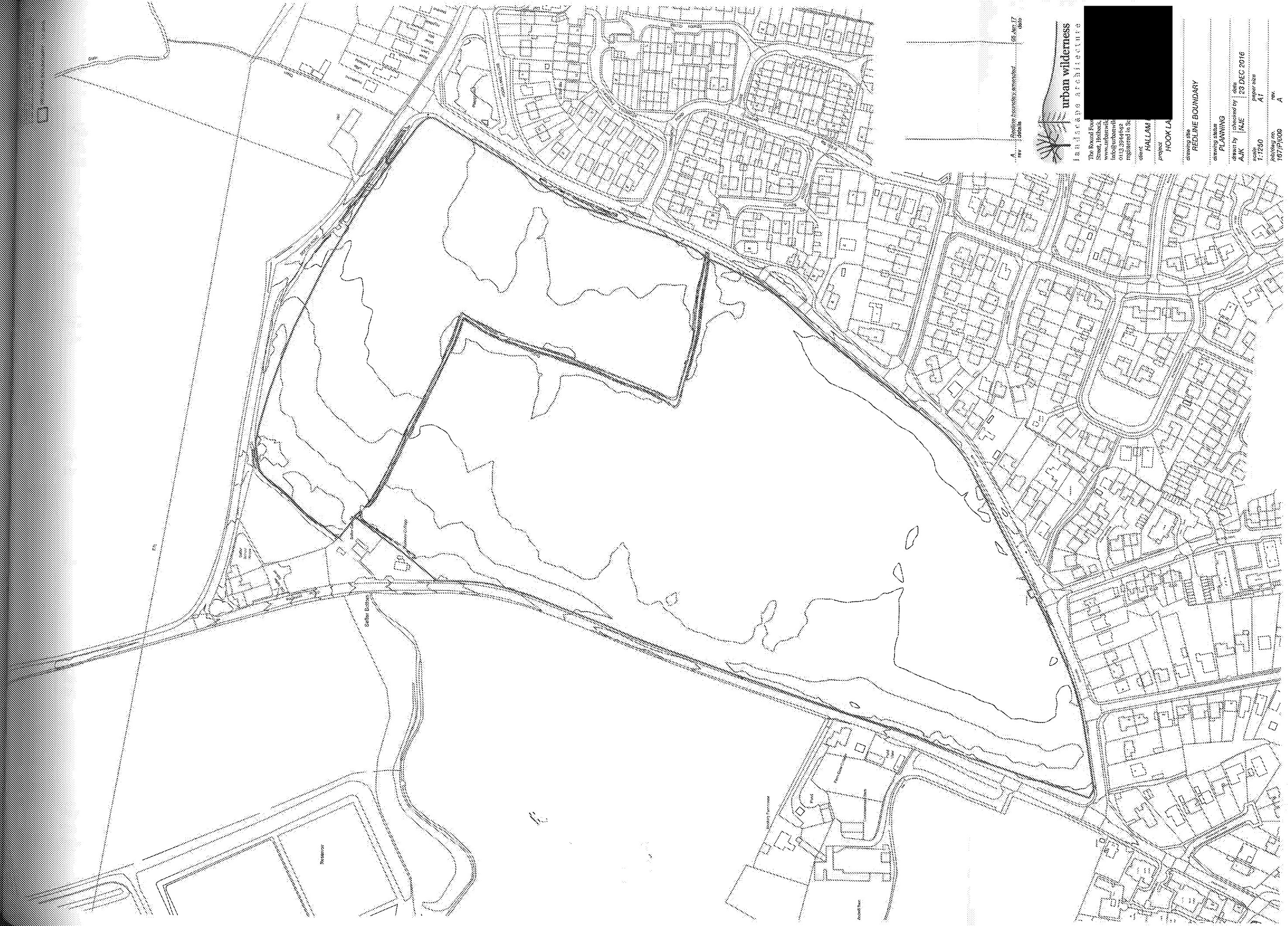
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plot/dwg no.
107/P/009

rev.
A



Rev details 16 Jan 17 Date

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landscape architecture
The Round Bay
Street, Hobart
www.urbanwilderness.com.au
013 9046993
registered in Tas

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project
HOOK LA

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drawing status
PLANNING

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scale paper size
1:1250 A1

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REFLINE BOUNDARY - 17.214



A Refline boundary, amended
17.214
05 Jan 17
Date

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landscape architecture

The Round Foundry Media Centre, Foundry
Street, Holbeck, Leeds, LS11 6PP
www.urbanwilderness.co.uk
info@urbanwilderness.co.uk
0113 3944442
registered in Scotland SC271979

client
HALLAM LAND MANAGEMENT LTD
project
HOOK LANE, PACHAM

drawing title
REFLINE BOUNDARY

drawing status
PLANNING

drawn by
AJK

checked by
JUE

date
23 DEC 2016

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paper size
A1

revision no.
167/F/009

rev.
A

APPENDIX 2

ARUN PREFERRED REGISTERED PARTNERS – APRIL 2018

Provider	Contact and email	Address	Tel. No.
Affinity Sutton	Steven Connolly [REDACTED]	Cams Hall Cams Hill Fareham Hampshire PO16 8AB	[REDACTED]
The Guinness Partnership	Claudette Rawlinson [REDACTED]	33 East Street Havant Hampshire PO9 1AA	[REDACTED]
The Hyde Group	John Martin [REDACTED]	Telecom House 125 – 135 Preston Road Brighton West Sussex BN1 6AF	[REDACTED]
Worthing Homes	Damian Haley [REDACTED]	Davison House North Street Worthing West Sussex BN11 1ER	[REDACTED]
Stonewater	Jackie Burton [REDACTED]	Waverley House 11-118 Holdenhurst Road Bournemouth BH8 8DY	[REDACTED]
Saxon Weald	Stephen Humphreys [REDACTED]	Saxon Weald House 38-42 Worthing Road Horsham West Sussex RH12 1DT	[REDACTED]
Hastoe Housing Association	Karen Hillhouse [REDACTED]	Marina House 17 Marina	[REDACTED]

		Place Hampton Wick Kingston- Upon- Thames Surrey KT1 4BH	
--	--	---	--

APPENDIX 3
DRAFT NOMINATIONS AGREEMENT

DATED

20[]

(1) [·][]

AND

(2) ARUN DISTRICT COUNCIL

DEED OF NOMINATION

relating to
rented units at

CONTENTS

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THIS AGREEMENT 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 Agreement:

"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 Agreement) 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 Agreement) 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 Agreement 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 Agreement 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

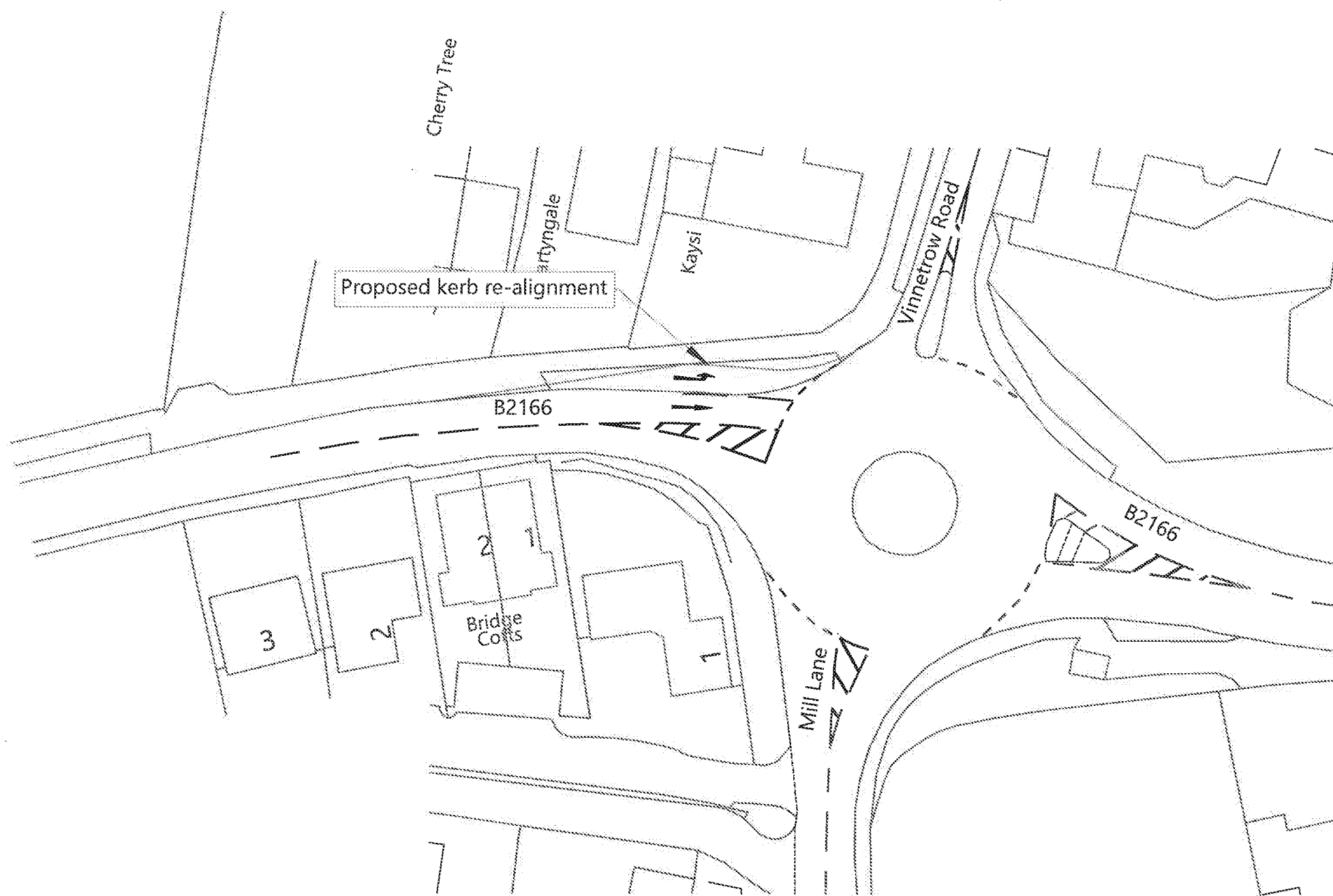
The RSL agrees with the Council to pay the reasonable legal costs which the Council incurs in preparing and entering into this Agreement.

9 AGREEMENTS AND DECLARATIONS

The parties agree:

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

APPENDIX 4
Highways Drawings



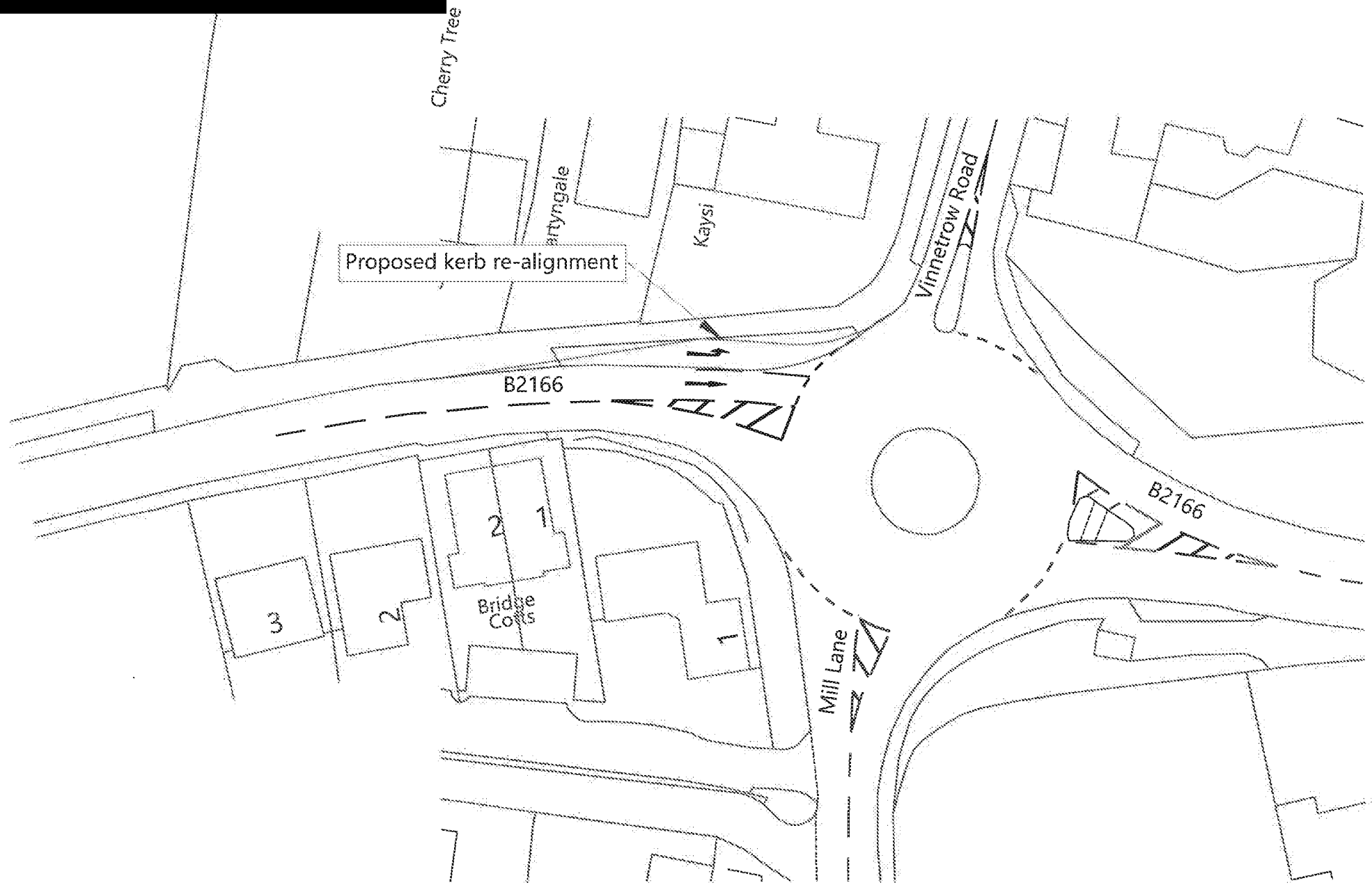
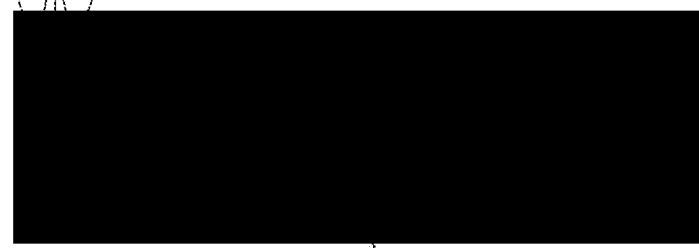
23/12/2019

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A	Updated in line with RSA1	17/08/17
ISSUE	REASON FOR REVISION	DATE

PROJECT: PAGHAM SOUTH, PAGHAM		
CLIENT: HANBURY PM Ltd		
PROJECT REFERENCE: 1616	DRAWING NUMBER: 14	SCALE: 1:500 @ A3

HighgateTransportation www.highgatetransportation.co.uk Box 13, 42 Triangle West Park Street, Bristol BS8 1ES 07973 375 937 / 07595 892 217 © Highgate Transportation Limited		
TITLE: PROPOSED MITIGATION WORKS - B2166 VINNETROW ROAD		
DATE: 17/03/17	DRAWN BY: FB	CHECKED: DT



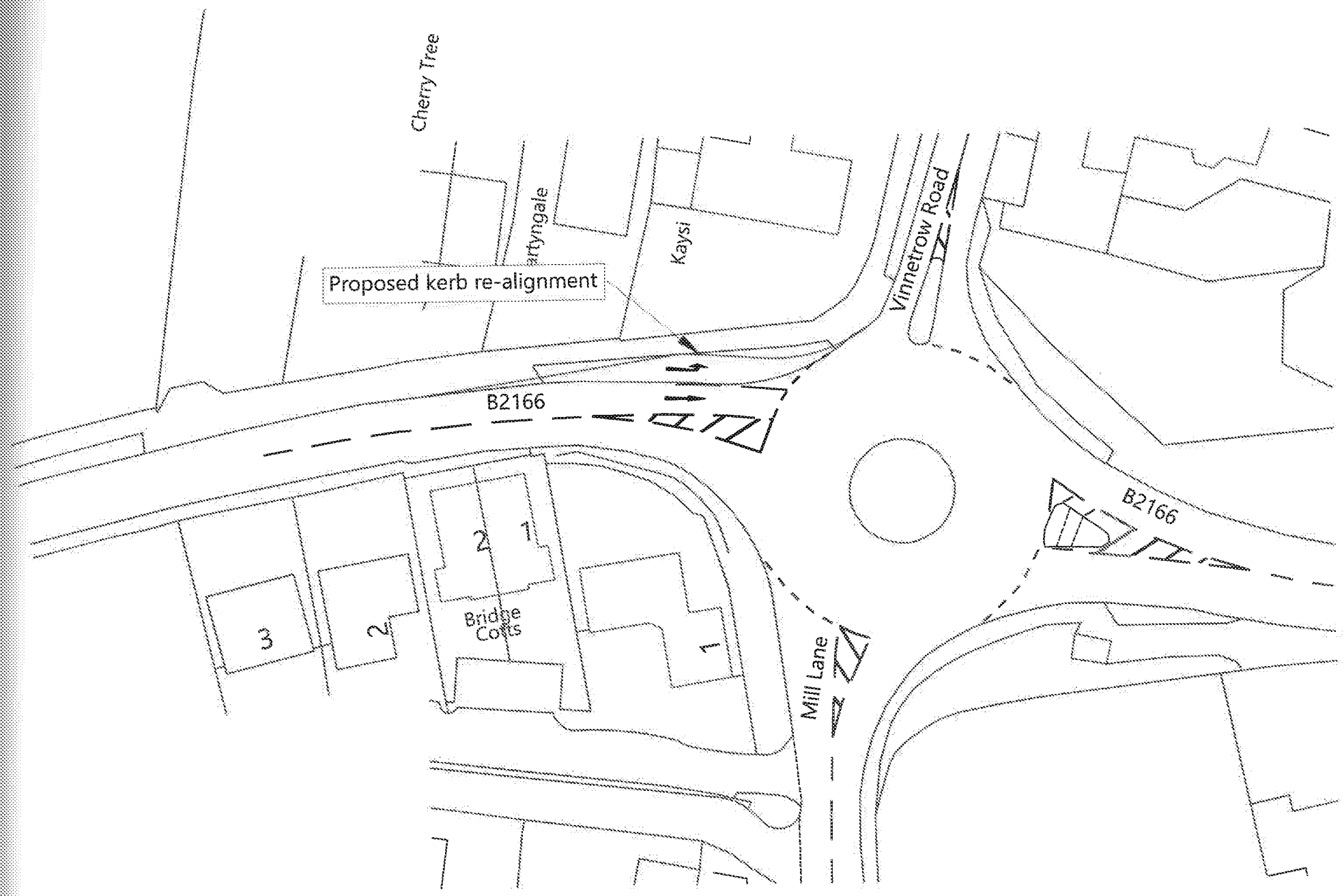
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A	Updated in line with RSA1	17/08/17
ISSUE	REASON FOR REVISION	DATE

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CLIENT: HANBURY PM Ltd		
PROJECT REFERENCE: 1616	DRAWING NUMBER: 14	SCALE: 1:500 @ A3

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DATE: 17/03/17	DRAWN BY: FB	CHECKED: DT

DISTRICT COUNCIL PM 10/10/17



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ISSUE	REASON FOR REVISION	DATE

PROJECT:
**PAGHAM SOUTH,
PAGHAM**

CLIENT:
HANBURY PM Ltd

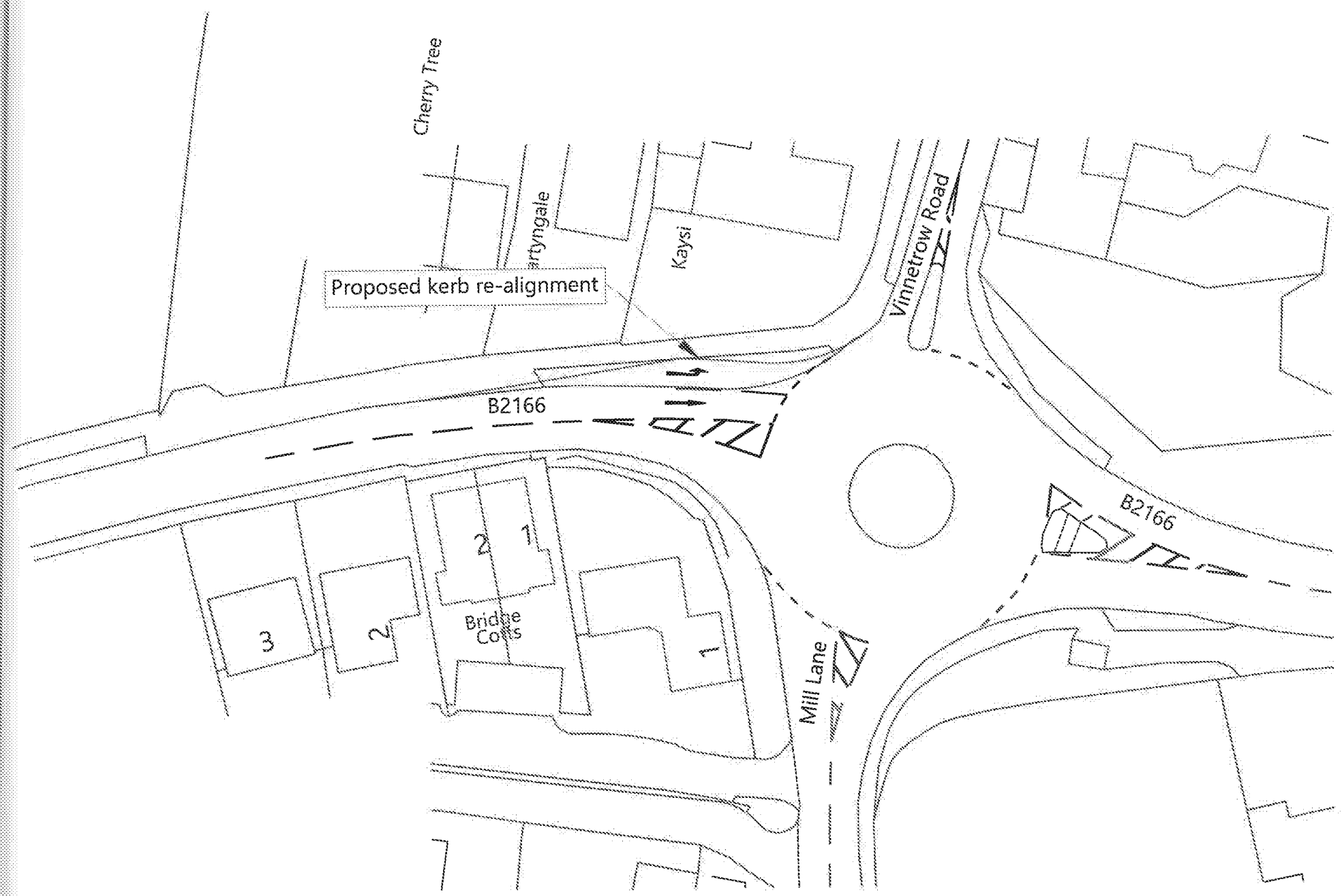
PROJECT REFERENCE	DRAWING NUMBER	SCALE
1616	14	1:500 @ A3

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- B2166 VINNETROW ROAD**

DATE	DRAWN BY	CHECKED
17/03/17	FB	DT

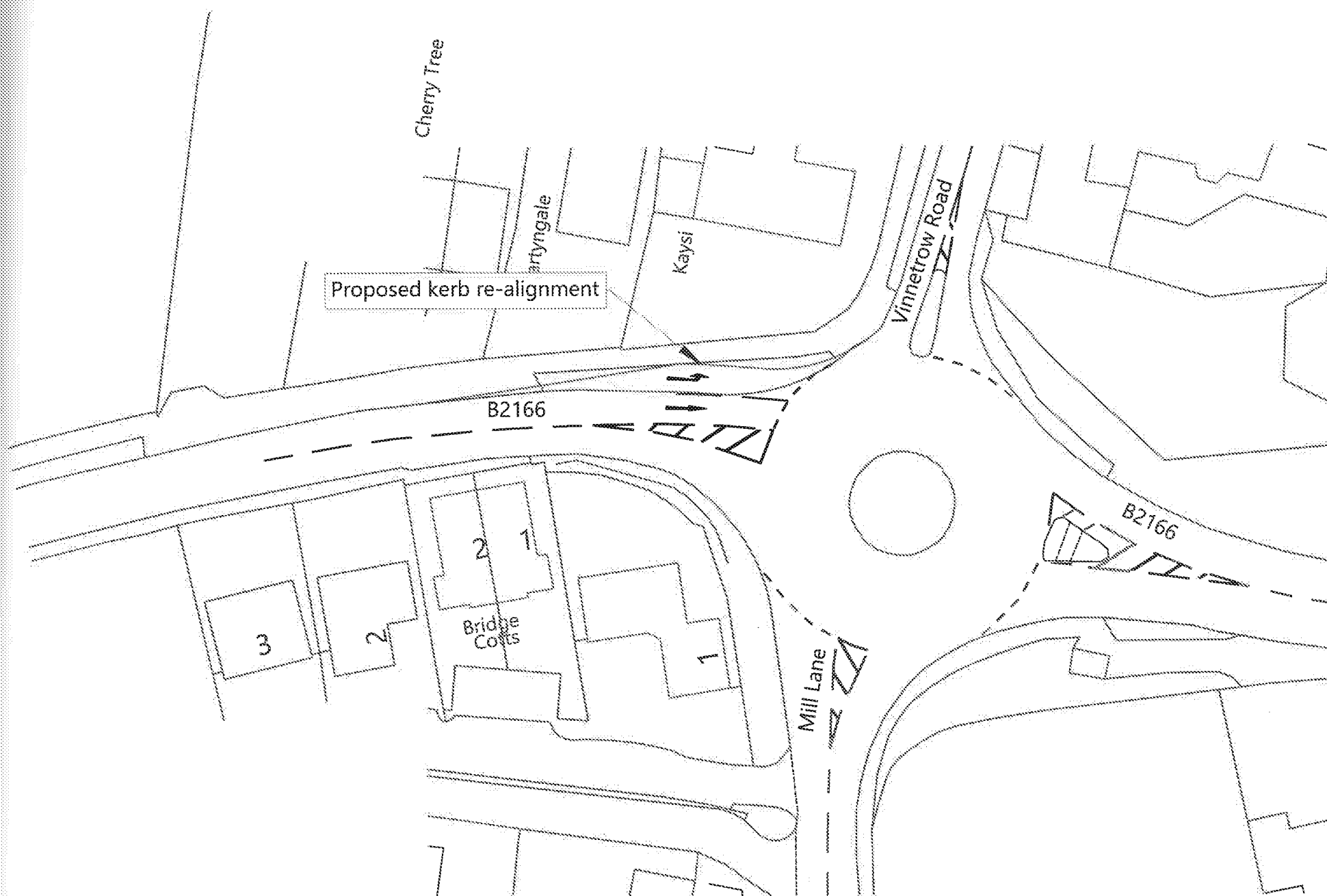
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CLIENT: HANBURY PM Ltd		
PROJECT REFERENCE: 1616	DRAWING NUMBER: 14	SCALE: 1:500 @ A3

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ISSUE	REASON FOR REVISION	DATE

PROJECT:
**PAGHAM SOUTH,
 PAGHAM**

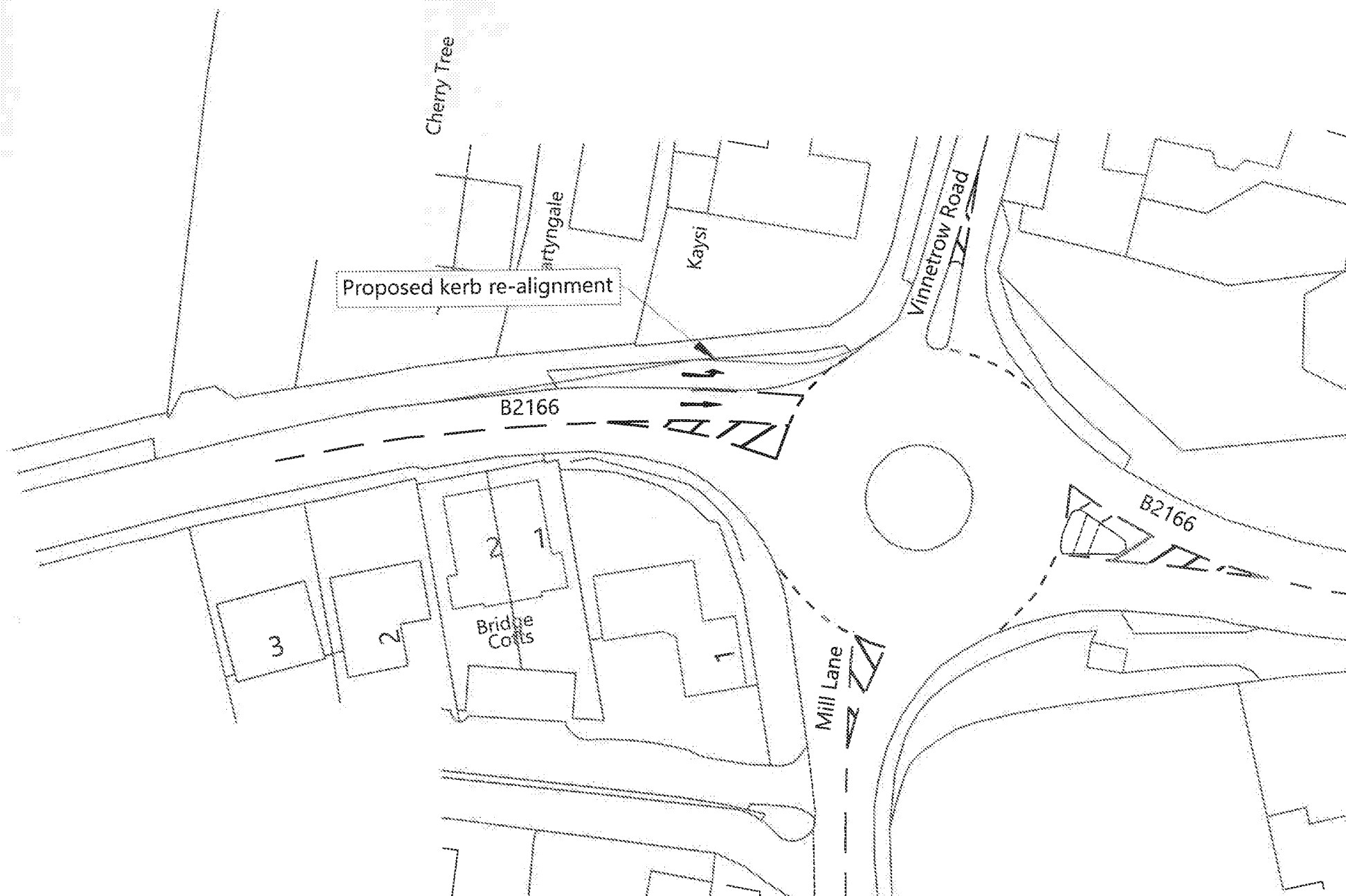
CLIENT:
HANBURY PM Ltd

PROJECT REFERENCE	DRAWING NUMBER	SCALE
1616	14	1:500 @ A3

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 07973 375 937 / 07595 692 217
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TITLE:
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ISSUE	REASON FOR REVISION	DATE

PROJECT:

PAGHAM SOUTH,
PAGHAM

CLIENT:

HANBURY PM Ltd

PROJECT REFERENCE	DRAWING NUMBER	SCALE
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HighgateTransportation

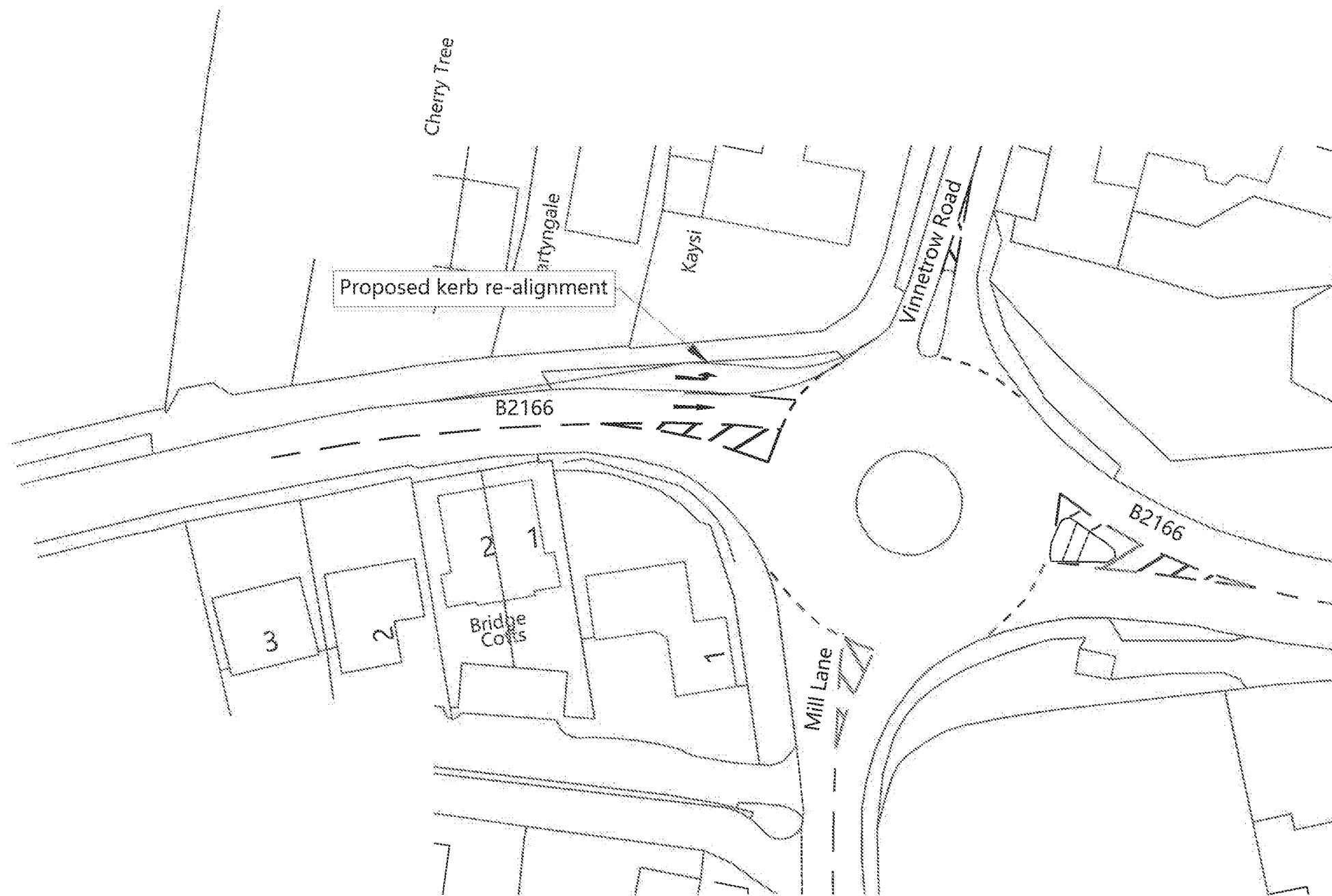
www.highgatetransportation.co.uk

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ISSUE	REASON FOR REVISION	DATE

PROJECT:
**PAGHAM SOUTH,
 PAGHAM**

CLIENT:
HANBURY PM Ltd

PROJECT REFERENCE	DRAWING NUMBER	SCALE
1616	14	1:500 @ A3

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DATE	DRAWN BY	CHECKED
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APPENDIX 5
Open Space Plan



Application Boundary (17.2ha)



Phase 1 - Western Area of Open Space including LEAP



Phase 2 - Northern Area of Open Space including Meadow Grassland Area



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7 Saw Mill Yard, Water Lane, Holbrook, Leeds,
LS14 6WH
www.urbanwilderness.co.uk
info@urbanwilderness.co.uk
0113 472 6030
registered in Scotland SC371979

client	Hallam Land Management Ltd		
project	Hook Lane, Pagham		
drawing title	Areas of Open Space		
drawing status	PLANNING		
drawn by	NJE	checked by	NJE
			16 Aug 19
scale	1:1250	paper size	A1
job/dwg no.	167/PI/008	rev	-

- Application Boundary (17.2ha)
- Phase 1 - Western Area of Open Space including LEAP
- Phase 2 - Northern Area of Open Space including Meadow Grassland Area



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URBAN WILDERNESS

7 Saw Mill Yard, Water Lane, Holbeck, Leeds,
LS11 5WH
www.urbanwilderness.co.uk
info@urbanwilderness.co.uk
0113 472 0030
registered in Scotland SC371979

client

Hallam Land Management Ltd

project

Hook Lane, Pagham

drawing title

Areas of Open Space

drawing status

PLANNING

drawn by	NJE	checked by	NJE	date	16 Aug 19
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scale	1:1250	paper size	A1
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job/dwg no.

167/P/008

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Phase 1 - Western Area of Open Space including LEAP
 Phase 2 - Northern Area of Open Space including Meadow Grassland Area



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7 Saw Mill Road, Water Lane, Harrogate, Leeds,
 LS18 5WH
 www.urbanwilderness.co.uk
 info@urbanwilderness.co.uk
 0143 472 0030
 registered in Scotland SC1007412

client:

Hallam Land Management Ltd

project:

Hook Lane, Pagham

drawing title:

Areas of Open Space

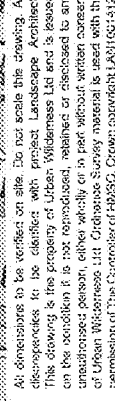
drawing status:

PLANNING

drawn by	checked by	date
NJE	NJE	16 Aug

scale	paper size
1:1250	A1

project no.	rev.
167/P/008	-

URBAN
WILDERNESS

client
Hellen and Margaret

Areas of Open Space

PLANNING

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Phase 1 - Western Area of Open Space including LEAP

Phase 2 - Northern Area of Open Space including Meadow Grassland Area



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WILDERNESS

7 Saw Mill Yard, Water Lane, Holbeck, Le
LS11 5WH
www.urbanwilderness.co.uk
info@urbanwilderness.co.uk
0113 472 0090
registered in Scotland SC271979

client

Hallam Land Manager

project

Hook Lane, Pagham

drawing title

Areas of Open Space

drawing status

PLANNING

drawn by

NJE

checked by

NJE

date

16 Aug 19

scale

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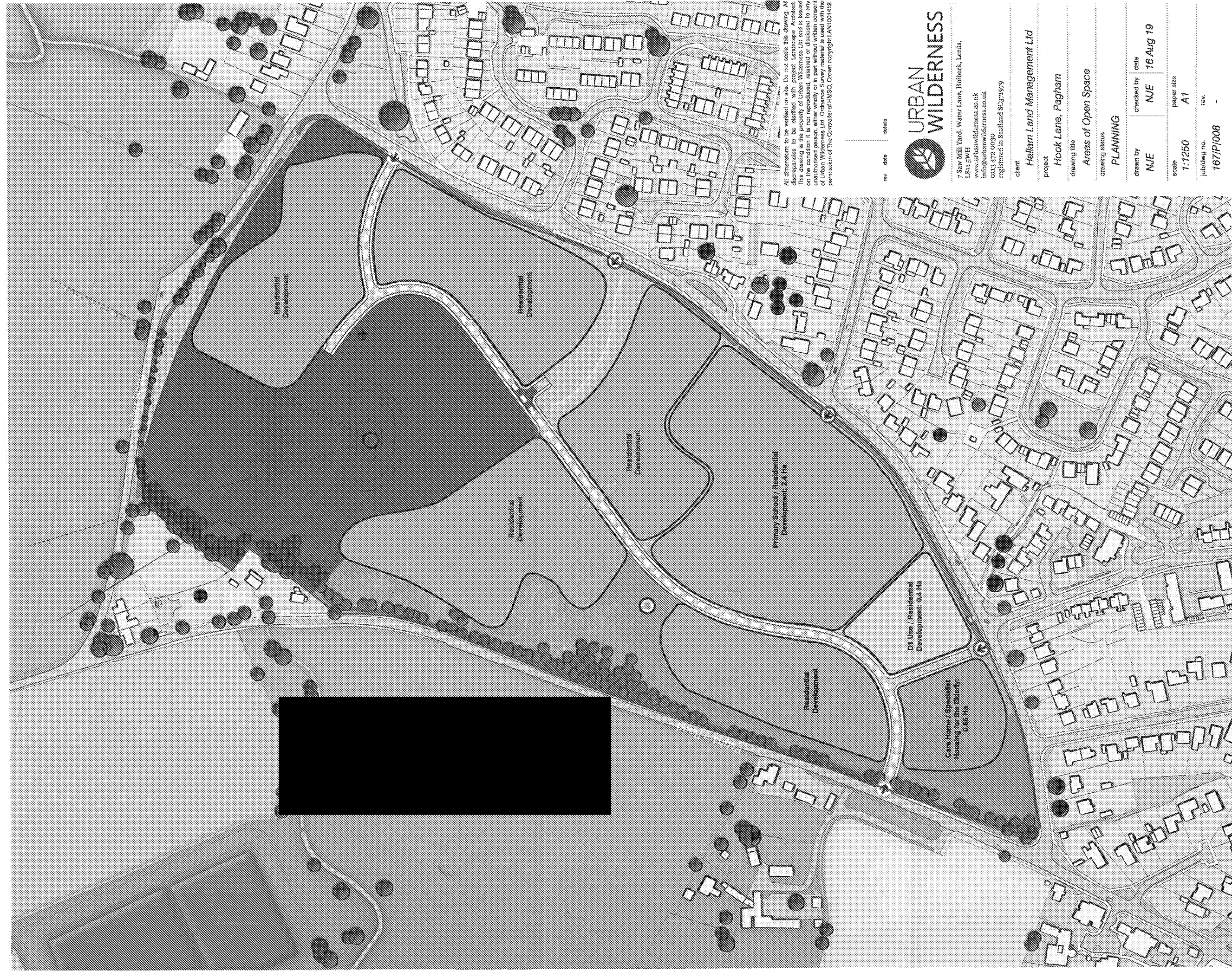
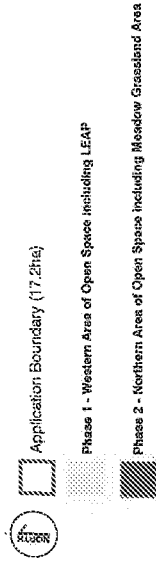
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job/dwg no.

167/P/008

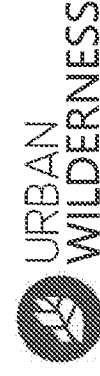
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7 Saw Mill Yard, Water Lane, Holbeck, Leeds, LS11 5WJ
www.urbanwilderness.co.uk
info@urbanwilderness.co.uk
0113 472 0030
registered in Scotland SC371979

client Hallam Land Management Ltd

project Hook Lane, Papham

drawing title Areas of Open Space

drawing status PLANNING

drawn by	NJE	checked by	NJE	date	16 Aug 19
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scale	1:1250	paper size	A1
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Phase 1 - Southern area of Open Space including Meadow Green

Phase 2 - Northern area of Open Space including Meadow Green



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7 Saw Mill Yard, Water Lane, Hallock, Leeds,
LS11 3JH
www.urbanwilderness.co.uk
info@urbanwilderness.co.uk
0113 478 0030
registered in Scotland SC371979

Client

Halham La

Project

Hook Lane

Drawing title

Areas of

Drawing status

PLANNING

Drawn by

NJE

checked by

NJE

date

16 Aug 19

paper size

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rev.

167/P1008

APPENDIX 6

Development Framework Plan

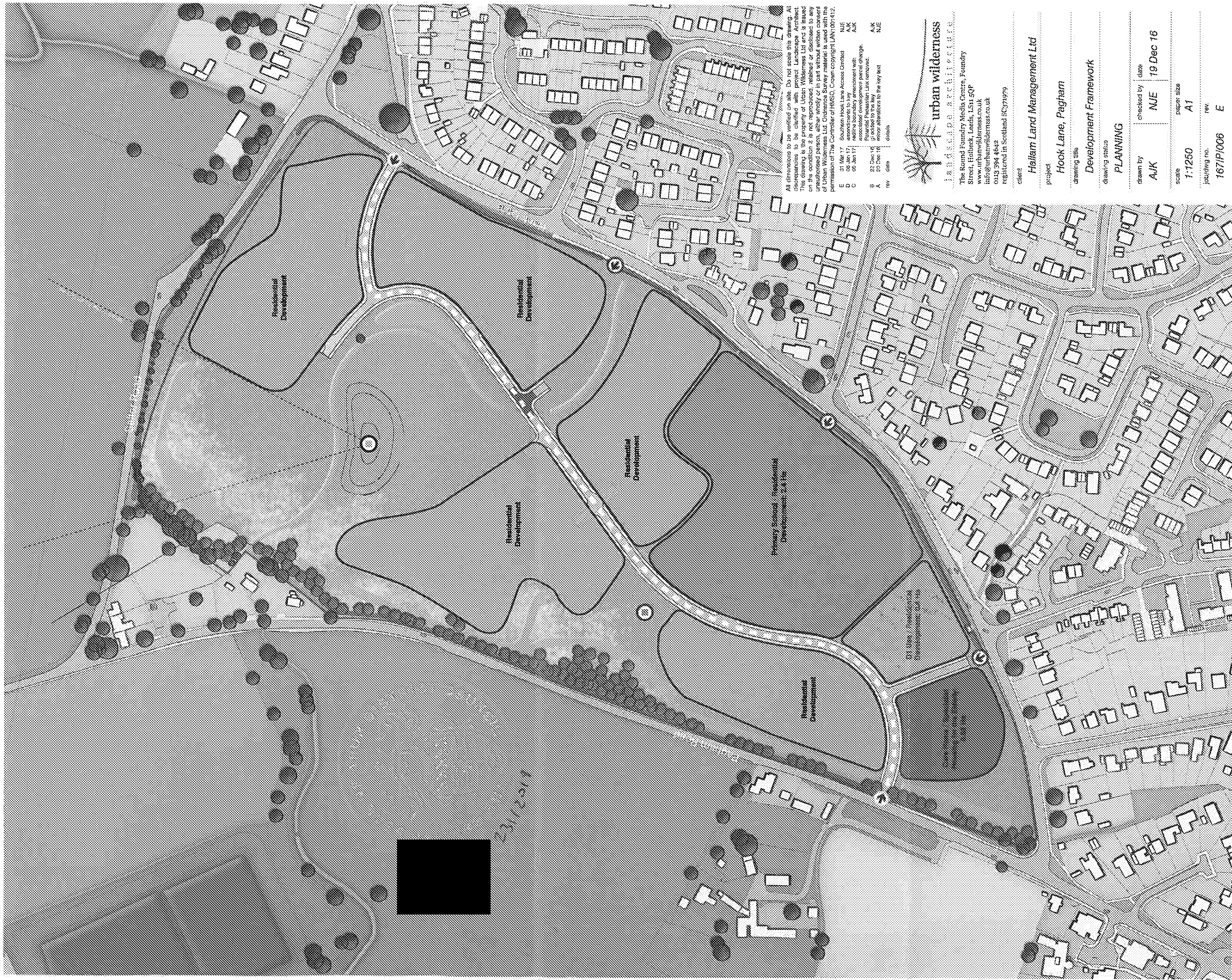
-  Application Boundary (17.2ha)
-  Housing - up to 7.2ha
-  Primary School or Housing - 2.4ha
Land safeguarded for the provision of a Two Form Entry Primary School to include access, car parking and external play space - should this area not be required it could be used for housing.
-  Proposed B1 Use - 0.4ha
Potential for a Children's Day Nursery and / or Health Centre as required - should this area not be required it could be used for housing.
-  Care Home or Specialist Housing for the Elderly - 0.55ha

-  Vehicular Access
-  Primary Vehicular Route
Masterplan Option 1 & 2
-  Pedestrian Access
Proposed Local Urban Connectors onto Hook Lane

-  Potential Vehicular Route
This is not required if the Two Form Entry Primary School is to be constructed.
-  Areas of Interest
Viewing Mound - provides views towards the South Downs
-  Areas of Interest
Formal Equipped Children's Play Space

-  Green Infrastructure - 6.85ha
Framework of structural planting, open spaces (both hard and soft) and habitats - includes road infrastructure with single heritage development (including Service/Village Drives)
-  Waterways & Ponds
Sustainable Drainage Systems Planned for Amenity Benefit

All areas shown on this development framework are approximate.



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E 31 Mar 17 Southern Hook Lane Access Granted N/E
D 08 Jan 17 amendments to lay out and boundary amendment with A/K
C 05 Jan 17 adding boundary amendment with A/K
B 22 Dec 16 Formal Pedestrian Link removed. A/K
A 20 Dec 16 minor alterations to the key text N/E
rev date details

 urban wilderness
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The Round Foundry Media Centre, Foundry
Street, Holbeck, Leeds, LS11 5QP
www.urbanwilderness.co.uk
info@urbanwilderness.co.uk
019 394 4642
registered in Scotland SC279799

client
Hellam Land Management Ltd
project
Hook Lane, Pagham
drawing title
Development Framework
drawing status
PLANNING
drawn by
AJK
checked by
NJE
date
19 Dec 16
scale
1:1250
page size
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job/dwg no.
167/P/006
rev.
E

- Green Infrastructure - a site - open spaces (both hard and soft) and habitats - includes road infrastructure with single carriage development (including Semi-Private Drives)
- Waterways & Ponds - Sustainable Drainage Systems Planned for Amenity Benefit
- Potential Vehicular Route - This is not required if the Two Form Entry Primary School is to be constructed
- Areas of Interest - Viewing Mound - provides views towards the South Downs
- Areas of Interest - Formal Equipped Children's Play Space
- Primary Vehicular Route - Masterplan Option 1 & 2
- Pedestrian Access - Proposed footpath connections onto Hook Lane
- Primary School or Nursery - 0.4ha - Potential for the provision of a Two Form Entry Primary School so include access, car parking and external play space - should this area not be required it could be used for Housing.
- Proposed D1 Use - 0.4ha - Potential for a Children's Day Nursery and / or Health Centre as required - should this area not be required it could be used for Housing.
- Care Homes or Specialist Housing for the Elderly - 0.25ha

All areas shown on this development framework are approximate



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E 31 Mar 17 Southern Hook Lane Access Drifted
D 29 Jan 17 amendments to key
C 06 Jan 17 associated development parcel change
B 22 Dec 16 91 added to this key
A 20 Dec 16 minor alterations to key text
rev date description

urban wilderness
LANDSCAPE ARCHITECTS

The Round Foundry Media Centre, Foundry Street, Holbeck, Leeds, LS11 5GP
www.urbanwilderness.co.uk
info@urbanwilderness.co.uk
0113 394 4642
registered in Scotland SC371979

client
Hallam Land Management Ltd

project
Hook Lane, Pagham

drawing title
Development Framework

drawing status
PLANNING

drawn by AJK	checked by NJE	date 19 Dec 16
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All case studies on this development framework are representative

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DATE	BY	DESCRIPTION
31 Mar 17	AKJ	Southern High Level Access: Critical
02 Apr 17	AKJ	amendments to key
08 Jun 17	AKJ	redline boundary amendment with
		respective development parcel change.
		Potential Neighbour link removed.
22 Dec 16	AKJ	gr added to the key
20 Dec 16	RJE	refine other shares to the key text

urban wilderness

**The Round Foundry Media Centre, Foundry
Street, Holbeck, Leeds, LS1 5QP
www.urbanwilderness.co.uk
info@urbanwilderness.co.uk
0113 394 4642
registered in Scotland SC479799**

client
Hallam Land Management Ltd

Project
Hook Lane, Paqham

Development Framework

PLANNING

drawn by	checked by	date
A UK	NJE	10 Dec

aprs

aprs loaded

100/3WG HK. rev



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	DATE	NAME
E	31 Mar 17	Southern Hook Lane Access Canceled
D	09 Jan 17	amendments to Key
C	05 Jan 17	redline boundary amendment with associated development parcel change. Redaction Protection Link removed.

rev	date	details	AJK	NJE
22	22 Dec 19	sf added to the key		
A	20 Dec 16	minor alterations to the key text		



urban wilderness
landscape architecture

The Round Foundry Media Centre, Foundry
Street, Holbeck, Leeds, LS1 5QP
www.urbanwilderness.co.uk
info@urbanwilderness.co.uk
0113 394 4642
registered in Scotland SC371979

client

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840.

Hook Lane, Pagham

drawing title

Development Framework

PLANNING

| | | | | | |
|----------|-----|------------|-----|------|-----------|
| drawn by | AJK | checked by | NJE | date | 19 Dec 16 |
|----------|-----|------------|-----|------|-----------|

scale 1:1250 paper size A1

job/dwg no. rev.
187/P/006 F

Application Boundary (17.2ha)

Housing - up to 7.2ha

Primary School or Housing - 2.4ha

Land set aside for the provision of a Two Form Entry Primary School to include access, car parking and external play space - should this area not be required it could be used for housing.

Proposed D1 Use - 0.4ha

Potential for a Children's Day Nursery and / or Health Centre as required - should this area not be required it could be used for housing.

Care Home or Specialist Housing for the Elderly - 0.55ha

Vehicular Access

Primary Vehicular Route

Masterplan Option 18.2

Reflexive Access

Proposed footpath connections onto Hook Lane

Potential Vehicular Route

This is not required if the Two Form Entry Primary School is to be constructed.

Area of Interest

Viewing Mound - provides views towards the South Downs

Area of Interest

Formal Equipped Children's Play Space

Green Infrastructure - 0.55ha

Includes green spaces (both hard and soft) and habitats - includes road infrastructure with single route development (excluding Semi-Private Drives)

Waterways & Ponds

Sustainable Drainage Systems

All areas shown on this development framework are approximate



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E 31 Mar 17 Southern Hook Lane Access Limited
 D 05 Jan 17 amendments to key
 C 05 Jan 17 associated development with
 B 22 Dec 16 potential reduction in key
 A 20 Dec 16 minor alterations to the key text

rev date details

urban wilderness

landscape architecture

The Round Foundry Media Centre, Foundry

Street, Holbeck, Leeds, LS11 5QP

www.urbanwilderness.co.uk

info@urbanwilderness.co.uk

0113 394 4642

registered in Scotland SC379799

client

Hallam Land Management Ltd

project

Hook Lane, Pagham

drawing title

Development Framework

drawing status

PLANNING

drawn by

AJK

checked by

NJE

date

19 Dec 16

scale

1:1250

paper size

A1

job/dwg no

167/P/006

rev

E

- Primary School as housing - 0.4ha
Land safeguarded for the provision of a Two Form Entry Primary School to include access, use parking and external play space - should the area not be required it could be used for housing.
- Proposed DT Use - 0.4ha
Potential for a Children's Day Nursery and / or Health Centre as required - should the area not be required it could be used for housing.
- Care Home or Specialist Housing for the Elderly - 0.55ha
- Primary Vehicular Route
Main Street Design 18.2
- Pedestrian Access
Proposed footpath connections onto Hook Lane
- Areas of Interest
Formal Equipped Children's Play Space
- Areas of Interest
Newing Mound - provides views towards the South Downs
- Waterways & Ponds
Sustainable Drainage Systems Planned for Amenity Benefit

All areas shown on this development framework are approximate



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E 31 Dec 17 Southern Hook Lane Access Control NIE
D 08 Jan 17 Redline boundary amendment with A/JK
C 20 Dec 16 Potential pedestrian link removed A/JK
B 20 Dec 16 minor amendments to the key way A/JK
rev date 08/05/19

urban wilderness
landscape architecture
The Round Foundry Media Centre, Foundry
Street, Holbeck, Leeds, LS11 5QP
www.urbanwilderness.co.uk
info@urbanwilderness.co.uk
0113 394 4642
registered in Scotland SC719799

client
Hallam Land Management Ltd
project
Hook Lane, Pagham
drawing title
Develop
drawing status
PLAN
drawn by
AJK
scale
1:1250
job/dwg no.
167/P100

- Application Boundary (17.2ha)
- Housing - up to 2.2ha
- Primary School or Housing - 2.4ha
Land safeguarded for the provision of a Two Form Entry Primary School is required to be used for housing.
- Proposed D1 Use - 0.4ha
Potential for a Children's Day Nursery and/or Health Centre as required - should this area not be required it could be used for housing.
- Core Home or Specialist Housing for the Elderly - 0.35ha

- Vehicular Access
- Primary Vehicular Route
Mainly urban Option 18.2
- Pedestrian Access
Proposed footpath connections onto Hook Lane

- Potential Vehicular Route
This is not required if the Two Form Entry Primary School is to be constructed
- Areas of Interest
Viewing Mound - provides views towards the South Downs
- Areas of Interest
Formal Equipped Children's Play Space

- Green Infrastructure - 0.55ha
Includes green infrastructure, open spaces (both hard and soft) and habitats - includes road infrastructure with single frontage development (excluding Semi-Private Drives)
- Widerfoot & Pavement
Sustainable Drainage Systems Planned for Amenity Benefit

All areas shown on the development framework



All dimensions to be verified on site. Do not scale the drawing. All dimensions to be verified on site. Do not scale the drawing. All dimensions to be verified on site. Do not scale the drawing.

urban wilderness
The Round Foundry Media Centre, Foundry Street, Huddersfield, LS1 5GP
www.urbanwilderness.co.uk
013 394 4042
registered in Scotland SC379799

| | |
|----------------|----------------------------|
| client | Hellam Land Management Ltd |
| project | Hook Lane, Pagham |
| drawing title | Development Framework |
| drawing status | PLANNING |
| drawn by | AJK |
| checked by | NJE |
| date | 19 Dec 16 |
| scale | 1:1250 |
| paper size | A1 |
| job/dwg no. | 167/PI/006 |
| rev. | E |

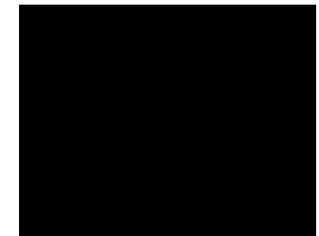
APPENDIX 7

Drawing JNY8840-09 Rev D



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| | | | | |
|-----|--|----------|-------|---------|
| D | Footway extended and red line boundary amended | 05/05/16 | HM | MRA |
| C | Final Line Boundary Adjust | 02/01/17 | MRA | BRP |
| B | Pedestrian accesses adjusted | 06/07/17 | MRA | BRP |
| A | Traffic Calming removed & title amended | 12/12/16 | MRA | BRP |
| Rev | Description | Date | Drawn | Checked |



140 London Wall
London, EC2Y 5DH
T: +44(0)20 7280 3300 E: transport@rpsgroup.com

Client Hallam Land Management

Project Land West of Hook Lane Pagham

Title PROPOSED ACCESS ARRANGEMENT ON HOOK LANE (NORTH)

| | | |
|------------------------|------------------|-----------------------|
| Status Information | Drawn By JEY | Checked By MRA |
| Project Number JNY8840 | Scale @ A1 1:500 | Date Created 19/05/16 |

| | |
|---------------------------|-------|
| Drawing Number JNY8840-09 | Rev D |
|---------------------------|-------|

23/1/2019



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| | | | | |
|-----|--|----------|-----|---------|
| D | Footway extended and red line boundary amended | 15/05/15 | HR | MRA |
| C | Red Line Boundary Amended | 22/11/14 | MRA | BRP |
| B | Pedestrian accesses adjusted | 06/07/14 | MRA | BRP |
| A | Traffic Calming removed & title amended | 02/07/14 | MRA | BRP |
| Rev | Description | Date | By | Checked |



146 London Way
London, EC2Y 5DH
T: +44 (0)20 7290 9300 E: enquiries@rpsgroup.com

Client: Hallam Land Management

Project: Land West of Hook Lane Pagham

Title: PROPOSED ACCESS ARRANGEMENT ON HOOK LANE (NORTH)

| | | |
|-----------------|------------|--------------|
| Status: | Drawn By: | Checked by: |
| Information | J.E.Y. | MRA |
| Project Number: | Scale @ A1 | Date Created |
| JNY8840 | 1:500 | 19/05/15 |

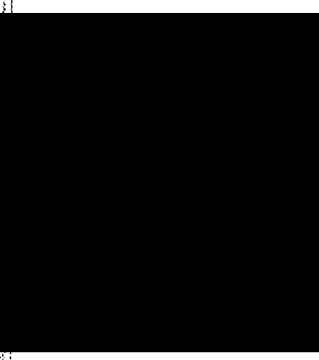
| | |
|-----------------|-----|
| Drawing Number: | Rev |
| JNY8840-09 | D |

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| | | | | |
|-----|--|----------|----------|---------|
| Rev | Description | Date | 19/04/16 | Checked |
| A | Traffic Calming removed & site amended | 12/02/16 | MRA | SRP |
| B | Pedestrian accessways adjusted | 09/03/16 | MPA | SRP |
| C | Red Line Boundary Added | 22/03/16 | MRA | SRP |
| D | Footway extended and red line boundary amended | 26/03/16 | HN | MRA |



140 London Wall
London, EC2Y 5DN
T: +44(0)20 7280 2300 E: transp@rpsgroup.com

Client: Hallam Land Management

Project: Land West of Hook Lane Pagham

Title: PROPOSED ACCESS ARRANGEMENT ON HOOK LANE (NORTH)

| | | |
|-------------------------|-------------------|------------------------|
| Status Information | Drawn By: J.E.Y. | Checked by: MRA |
| Project Number: JNY5840 | Scale @ A1: 1:500 | Date Created: 18/05/16 |

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|----------------------------|--------|



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| B | Footway widening and red line boundary approved | 10/01/18 | HN | MRA |
|-----|---|----------|----------|---------|
| C | Red Line Boundary Added | 10/01/18 | MRA | BRP |
| D | Pedestrian accesses adjusted | 10/01/18 | MRA | BRP |
| A | Traffic Calming measures & 50k zone added | 10/01/18 | MRA | BRP |
| Rev | Description | Date | Initials | Checked |



140 London Wall
London, EC2Y 5DN
T: +44(0)20 7280 3300 E: info@rpsgroup.com

Client Hallam Land Management

Project Land West of Hook Lane Pagham

Title PROPOSED ACCESS ARRANGEMENT ON HOOK LANE (NORTH)

| | | |
|----------------|------------|--------------|
| Status | Drawn By | Checked by |
| Information | JEY | MRA |
| Project Number | Scale @ A1 | Date Created |
| JNY8540 | 1:500 | 19/05/18 |

| | |
|----------------|-----|
| Drawing Number | Rev |
| JNY8540-09 | D |



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| | | | | |
|-----|--|------|---------|---------|
| D | Footway extended and red line boundary amended | DATE | HN | MRA |
| C | Red Line Boundary Added | DATE | MRA | BRP |
| B | Pedestrian accesses adjusted | DATE | MRA | BRP |
| A | Traffic Clearing removed & 10m amended | DATE | MRA | BRP |
| Rev | Description | Date | Initial | Checked |



140 London Road
London, EC2Y 5DH
T: +44(0)20 7290 9300 E: transport@rpsgroup.com

Client: Hallam Land Management

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| | | |
|-------------------------|-------------------|------------------------|
| Status Information | Drawn By: JEY | Checked by: MRA |
| Project Number: JNY8840 | Scale @ A1: 1:500 | Date Created: 19/05/15 |

| | |
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| Drawing Number: JNY8840-09 | Rev: D |
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6m WIDE PROPOSED ACCESS
WITH 2m WIDE FOOTWAY
EITHER SIDE

2.4m x 74m VISIBILITY SPLAY

2.4m x 77m VISIBILITY SPLAY

6.1m

2.4m x 79m VISIBILITY SPLAY

PEDESTRIAN
ACCESS

Playground
PROPOSED RE-POSITIONING OF
EXISTING BUS STOP

HOOK LANE CLOSE

ROSSALYN CLOSE



140 London Wall
London, EC2Y 5DN
T: +44(0)20 7280 3300 E: bruney@rpsgroup.com

Client Hallam Land Management

Project Land West of Hook Lane
Pagham

Title PROPOSED ACCESS
ARRANGEMENT ON HOOK LANE
(NORTH)

| | | |
|------------------------|------------------|-----------------------|
| Status Information | Drawn By JEV | Checked by MRA |
| Project Number JNY8840 | Scale @ A1 1:500 | Date Created 19/05/16 |

| | |
|---------------------------|-------|
| Drawing Number JNY8840-09 | Rev D |
|---------------------------|-------|

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| Rev | Description | Date | Initial | Checked |
|-----|--|----------|---------|---------|
| 0 | Purview extended and new line boundary amended | 10/08/16 | HN | MRA |
| 1 | Rail Line Boundary Added | 14/11/17 | MRA | BRP |
| 2 | Pedestrian accesses adjusted | 09/01/18 | MRA | BRP |
| 3 | Traffic Calming removed & side extended | 10/01/18 | MRA | BRP |

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140 London Wall
London, EC2Y 5DN
T: +44(0)20 7260 5300 E: enquiries@rpsgroup.com

Client: Hallam Land Management

Project: Land West of Hook Lane Pagham

Title: PROPOSED ACCESS ARRANGEMENT ON HOOK LANE (NORTH)

| Status | Drawn By | Checked by |
|-------------|----------|------------|
| Information | JEY | MRA |

| Project Number | Scale | Date Created |
|----------------|---------------|--------------|
| JNY8840 | @ A1
1:500 | 19/05/16 |

| Drawing Number | Rev |
|----------------|-----|
| JNY8840-09 | D |

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| | |
|--|--|
| <p>EXECUTED BY AFFIXING with
the COMMON SEAL
of ARUN DISTRICT COUNCIL
in the presence of:</p> <div data-bbox="419 344 722 445" style="background-color: black; width: 190px; height: 45px; margin: 10px 0;"></div> <p>Seal Book No: 231/2019
AUTHORISED SIGNATORY
PRINT NAME <i>CAROLINE PERKINS</i>
JOB TITLE <i>PRINCIPAL LAWYER</i></p> |  |
| <p>SEALED with the COMMON
SEAL
of WEST SUSSEX COUNTY
COUNCIL
in the presence of:</p> <p>Seal Book No
Authorised Signatory</p> | |

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
by ROGER CHARLES PHILPOT

as his Deed in the
presence of:
Witness Name:
Witness Address:
Witness Occupation: | |
| SIGNED and DELIVERED
by JONATHAN BRUCE LOVEYS

as his Deed in the
presence of:
Witness Name:
Witness Address:
Witness Occupation: | |
| SIGNED and DELIVERED
by
ANGELA MARY CLEANTHI

as her Deed in the
presence of:
Witness Name:
Witness Address:
Witness Occupation: | |
| SIGNED and DELIVERED
by ANTHONY BRIAN LOVEYS

as his Deed in the presence of: ATTORNEY FOR
Witness Name:
Witness Address:
Witness Occupation: | 
Simon David Forthell
1487 HOUSE WESTFIELD RD
SOMERSET |
| EXECUTED AS A DEED on
behalf of
of Hallam Land Management
Limited
Acting through

A Director
in the presence of: | |

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
by ROGER CHARLES PHILPOT

as his Deed in the
presence of:
Witness Name:
Witness Address:
Witness Occupation: | |
| SIGNED and DELIVERED
by JONATHAN BRUCE LOVEYS

as his Deed in the
presence of:
Witness Name:
Witness Address:
Witness Occupation: | |
| SIGNED and DELIVERED
by
ANGELA MARY CLEANTHI

as her Deed in the
presence of:
Witness Name:
Witness Address:
Witness Occupation: | |
| SIGNED and DELIVERED
by ANTHONY BRIAN LOVEYS

as his Deed in the
presence of:
Witness Name:
Witness Address:
Witness Occupation: | |
| Signed as a deed by SIMON DAVID GRIFFITHS as Attorney for
HALLAM LAND MANAGEMENT LIMITED under a Power of
Attorney dated [REDACTED]

in the presence of the following witness to the above signature:

Signature of witness [REDACTED]
Full name of witness: KAREN DATTY
Witness address: Banner Cross Hall, SHEFFIELD
S11 9PD | |

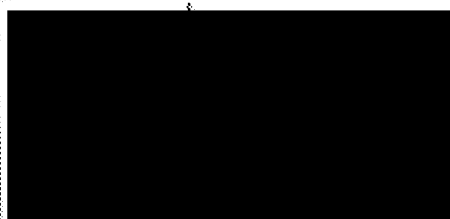
THIS DOCUMENT HAS BEEN EXECUTED AS A DEED AND IS DELIVERED and takes effect on the date stated at the beginning of it.

SIGNED and DELIVERED
by ROGER CHARLES PHILPOT

as his Deed in the
presence of:
Witness Name:
Witness Address:
Witness Occupation:

SIGNED and DELIVERED
by JONATHAN BRUCE LOVEYS

as his Deed in the
presence of:
Witness Name:
Witness Address:
Witness Occupation:



SIMON DAVID FORTHELL
LIFEHOUSE WEST SEVARE MAISON CMAQ BUS
SOLICITOR

SIGNED and DELIVERED
by
ANGELA MARY CLEANTHI

as her Deed in the
presence of:
Witness Name:
Witness Address:
Witness Occupation:

SIGNED and DELIVERED
by ANTHONY BRIAN LOVEYS

as his Deed in the
presence of:
Witness Name:
Witness Address:
Witness Occupation:

EXECUTED AS A DEED on
behalf of
of Hallam Land Management
Limited
Acting through

A Director
in the presence of:

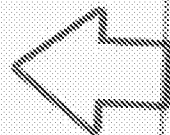
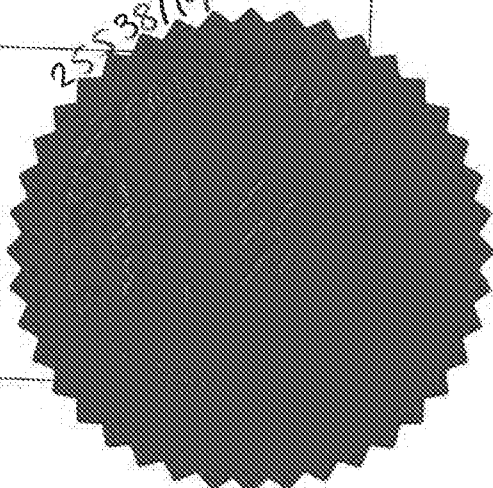
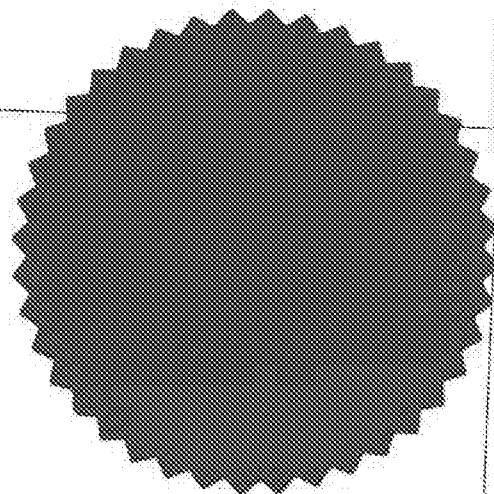
EXECUTED BY AFFIXING with
the COMMON SEAL
of ARUN DISTRICT COUNCIL
in the presence of:

Seal Book No:
AUTHORISED SIGNATORY
PRINT NAME
JOB TITLE

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



Authorised Signatory



MEMO

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
by ROGER CHARLES PHILPO

as his Deed in the
presence of:

Witness Name:

Witness Address:

Witness Occupation:

SIMON DAVID POTHELL
WEST HOUSE WEST SEWERS MALDEN CHA 144
Sewerage

SIGNED and DELIVERED
by JONATHAN BRUCE LOVEYS

as his Deed in the
presence of:

Witness Name:

Witness Address:

Witness Occupation:

SIGNED and DELIVERED
by
ANGELA MARY CLEANTHI

as her Deed in the
presence of:

Witness Name:

Witness Address:

Witness Occupation:

SIGNED and DELIVERED
by ANTHONY BRIAN LOVEYS

as his Deed in the
presence of:

Witness Name:

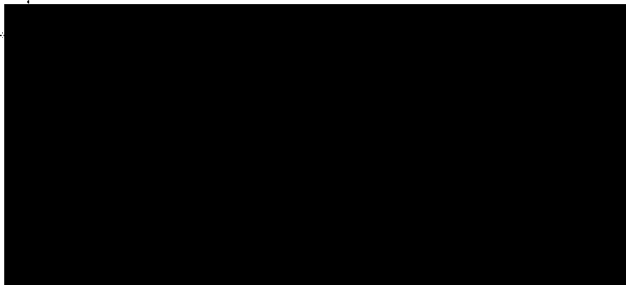
Witness Address:

Witness Occupation:

EXECUTED AS A DEED on
behalf of
of Hallam Land Management
Limited
Acting through

A Director
in the presence of:

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

| | |
|--|---|
| <p>SIGNED and DELIVERED
by ROGER CHARLES PHILPOT</p> <p>_____</p> <p>as his Deed in the
presence of:
Witness Name:
Witness Address:
Witness Occupation:</p> | |
| <p>SIGNED and DELIVERED
by JONATHAN BRUCE LOVEYS</p> <p>_____</p> <p>as his Deed in the
presence of:
Witness Name:
Witness Address:
Witness Occupation:</p> | |
| <p>SIGNED and DELIVERED
by
ANGELA MARY CLEANTHI</p> <p>_____</p> <p>as her Deed in the
presence of:
Witness Name:
Witness Address:
Witness Occupation:</p> |  <p>Inwita Mitchell, Seamount House,
Station Road, Crawley, RH10 1JA
Solicitor</p> |
| <p>SIGNED and DELIVERED
by ANTHONY BRIAN LOVEYS</p> <p>_____</p> <p>as his Deed in the
presence of:
Witness Name:
Witness Address:
Witness Occupation:</p> | |
| <p>EXECUTED AS A DEED on
behalf of
of Hallam Land Management
Limited
Acting through</p> <p>A Director
in the presence of:</p> | |