

Dated:

27th September 2016

Between:

- [1] The Executors of the Estate of the late I V Hutchinson [The First Owner]
 - [2] Claudia Langmead, Olivia Langmead, Melanie Jenkins and Victoria Langmead care of Basing Park, Privett Alton, Hampshire, GU34 3NS [The Second Owner]
 - [3] Arun District Council [ADC]
 - [4] West Sussex County Council [WSCC]
 - [5] Hanbury (PM) Limited [Hanbury]
-

AGREEMENT

Under Section 106 of the Town & Country Planning Act 1990
and other powers
Land at Land at Summer Lane, Pagham PO21 4NG

Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF
DX 57406 LITTLEHAMPTON
Reference: P/58/15/out

Auth Delegated

21-9-16

Dated: _____ 2016

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Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF
DX 57406 LITTLEHAMPTON
Reference: P/58/15/out

This Agreement is dated 27th September

2016 and is made between:

- [1] Victor Albert Hutchison, Janet Irene Perry and Deborah Lynn Moore acting as Executors of the Estate of the late Irene Violet Hutchison ["the First Owner"]
- [2] Claudia Langmead, Olivia Langmead, Melanie Jenkins and Victoria Langmead of Basing Park, Privett Alton, Hampshire, GU34 3NS ["The Second Owner"]
- [3] Arun District Council of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN17 5LF
["ADC"]
- [4] West Sussex County Council of County Hall, West Street, Chichester, West Sussex, PO19 1RQ
["WSCC"]
- [5] Hanbury (PM) Limited (Co Reg No 08060673) of 17 Northgate, Chichester, West Sussex PO19 1BE ["HANBURY"]

1.0 Background

- 1.1 The First Owner is the registered proprietor under title number SX 44592 of those parts of the land at Summer Lane, Pagham shown for identification purposes only edged ^{yellow} ~~red~~ on the Plan (~~hereinafter called "the Land"~~) as are shown labelled "Option Land Boundary - Phase 1" on the Plan ("the First Owner's Land").

The Second Owner is the registered proprietor under title numbers WSX340729 of those parts of the Land as are shown ^{edged blue and} labelled "Langmead West – Phase 2" and ^{cross-hatch} "Langmead Land South of Summer Lane" on the Plan ("the Second Owner's Land"). ^{green and labelled} ~~The First Owner's Land and the Second Owner's Land shall hereafter be referred to as "the Land."~~

- 1.3 ADC is the local planning authority and the local authority responsible for providing public open spaces.
- 1.4 WSCC 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.
- 1.5 The Owners have by planning application number P/58/15/OUT applied to ADC for outline planning permission to develop the Land by the erection of 90 dwellings with associated access and public open space.

This Agreement is dated _____

2016 and is made between:

- [1] Victor Albert Hutchison, Janet Irene Perry and Deborah Lynn Moore acting as Executors of the Estate of the late Irene Violet Hutchison ["the First Owner"]
- [2] Claudia Langmead, Olivia Langmead, Melanie Jenkins and Victoria Langmead of Basing Park, Privett Alton, Hampshire, GU34 3NS ["The Second Owner"]
- [3] Arun District Council of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN17 5LF ["ADC"]
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1.0 Background

The First Owner is the registered proprietor under title number SX 44592 of those parts of the land at Summer Lane, Pagham shown for identification purposes only edged ^{yellow} red on the Plan ~~(hereinafter called "the Land")~~ as are shown labelled "Option Land Boundary - Phase 1" on the Plan ("the First Owner's Land").

2 The Second Owner is the registered proprietor under title numbers WSX340729 of those parts of the Land as are shown ^{edged in blue and} labelled "Langmead West - Phase 2" and ^{also hatched green and labelled} "Langmead Land South of Summer Lane" on the Plan ("the Second Owner's Land"). ^{The} ~~Owner's Land and the Second Owner's Land shall hereinafter be referred to as "the Land"~~

3 ADC is the local planning authority and the local authority responsible for providing public open spaces.

1.4 WSCC 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.

1.5 The Owners have by planning application number P/58/15/OUT applied to ADC for outline planning permission to develop the Land by the erection of 90 dwellings with associated access and public open space.

- 1.6 Hanbury have an option to acquire the First Owner's Land referred to at Clause 1.1 by virtue of an Agreement dated 12 March 2014 between (1) the First Owner and (2) Hanbury and therefore enter into this Agreement to give the consent at Clause 21 herein.

2. Interpretation

In this Agreement:

- 2.1 Words importing the masculine include the feminine and vice versa.
- 2.2 Words importing the singular include the plural and vice versa.
- 2.3 Words importing persons include companies and corporations and vice versa.
- 2.4 Subject to Clause 16.11 wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually.
- 2.5 Any reference to a clause or schedule or plan is to one in to or attached to this Agreement.
- 2.6 Any reference to a colour or letter is to be on the plans attached to this Agreement.
- 2.7 In the absence of contrary provision any reference to a statute includes any statutory modification or re-enactment of it and every statutory instrument, direction, specification made or issued under the statute or deriving validity from it.
- 2.8 References to any party to this Agreement shall include the successors in title to that party and to any deriving title through or under that party and in the case of WSCC and ADC the successors to their respective functions.
- 2.9 "the Act" means the Town & Country Planning Act 1990
- 2.10 "Affordable Housing" means affordable housing as defined in Annex 2 Glossary National Planning Policy Framework dated 27 March 2012 as amended from time to time

- 2.11 "Affordable Housing Units" and "Affordable Housing Land" means 30% (thirty percent) of the Dwellings within the Development to be provided (subject to the terms of this Agreement) as Affordable Housing with a Tenure Split of :-
Affordable Rented Housing – 70% (seventy percent) of the Affordable Housing Units being 7 x 1 bed and 12 x 2 bed dwellings
Intermediate Housing Units - 30% (thirty percent) of the Affordable Housing Units being 8 x 2 bed dwellings
in accordance with the terms of this Agreement unless otherwise agreed between ADC and the Owners or unless required by law pursuant to any legislation enacted subsequent to the date hereof relating to starter homes in which case the tenure mix of the remaining Affordable Housing units shall be agreed between the Owners and ADC.
- 2.12 "Affordable Rented Housing" means Affordable Housing let at a rent of no more than 80% of the local market rent (including service charges, where applicable).
- 2.13 "Affordable Housing Standard" means the Housing Corporation Design and Quality Standards applicable at the date of the relevant reserved matters approval for the Dwellings in question or successor standard adopted by the successor body to the Housing Corporation "agreed" or "approved" means agreed or approved in writing and given for the purpose of this Agreement.
- 2.14 "ANOGS Contribution " means the sum referred to in clause 7 for the purpose of management publicising promotion and administration of the Pagham Area of National Open Green Space ("ANOGS") which needs are created by the Development and demand for increased public access from residents
- 2.15 "the Application" means the planning application number P/58/15/OUT made to develop the Land by the erection of 90 dwellings with associated access and public open space
- 2.16 "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" or "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 clearance, demolition work, archaeological investigations, investigations for the purposes of assessing ground conditions, 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 or the temporary display of site notices or advertisements;

- 2.17 "the Development" means the development of the Land proposed by the Application pursuant to the Planning Permission.
- 2.18 "Dwelling" means any residential unit provided as part of the Development.
- 2.19 "Education Contribution" means the means the Primary Education Contribution, Secondary Education Contribution and Sixth-Form Education Contribution together payable and calculated in accordance with the formula contained in Clause 8.1.
- 2.20 "Fire and Rescue Services Contribution" means the financial contribution payable and calculated in accordance with the formula referred to in Clause 12.1 to make good a deficiency in fire and rescue services arising from the Development and to be used towards the provision and installation of community fire link smoke detectors for vulnerable persons homes in the parish of Pagham.
- 2.21 "Fire Hydrants" means the Fire Hydrants referred to in clause 10 and Schedule 5 and to be provided by the Owner to make good a deficiency in Fire Hydrants arising from the Development
- 2.22 "Footpath" means the pedestrian only footpath which may be constructed and laid out by ADC on the Footpath Land
- 2.23 "Footpath Land" means a strip of land to be agreed between the First Owner and ADC which shall have a width of no greater than 1.8 metres from boundary to boundary and run between points A and B on the Plan
- 2.24 "Footpath Specification" means a specification for the laying out and design of the Footpath including materials and subsequent maintenance regime/requirements.

- 2.25 "Intermediate Housing Units" means homes for sale and rent provided at a cost above social rented housing but below open market levels and that fall within the definition of Affordable Housing the form of which is to be agreed with ADC and which may include shared equity loans and shared ownership housing.
- 2.26 "Library Contribution" means the financial contribution payable and calculated in accordance with the formula referred to in Clause 11.1 to make good a deficiency in library provision arising from the Development and to be used towards the development of a community meeting space, flexible shelving so as to increase community use at Willowhale Library.
- 2.27 "Market Housing Units" means Dwelling Units within the Development which are not Affordable Housing Units"
- 2.28 "Occupation Date" means the date of occupation of any Dwelling constructed as part of the Development (or as the case may be the first Dwelling within a Phase of the Development) for the purposes authorised by the Planning Permission but for the purposes of this Agreement shall not include any occupation for the purposes of fitting out, marketing or security;
- 2.29 "Open Market Units" means those Dwellings within the Development that are not Affordable Housing Units;
- 2.30 "Owners" means the First Owner and the Second Owner;
- 2.31 "Phase" means Phase 1 or Phase 2;
- 2.32 "Phase 1" means that part of the Development as is to be carried out on the First Owner's land marked as Phase 1 on the Plan;
- 2.33 "Phase 1 Affordable Housing Scheme" means the plan and schedule identifying the Affordable Housing Units to be provided in Phase 1 as submitted to and approved by ADC pursuant to paragraph 1.1 of Schedule 4;
- 2.34 "Phase 1 Affordable Housing Units" means the Affordable Housing Units to be provided in Phase 1 as identified in the Phase 1 Affordable Housing Scheme and which shall comprise 30% (thirty percent) of the Dwellings in Phase 1 unless agreed otherwise with ADC or unless pursuant to the approved Phase 2 Affordable Housing Scheme a number equal to less or more than 30% (thirty percent) of Dwellings in

Phase 2 are to be Affordable Housing Units in which case the provision within Phase 1 shall be the number of Affordable Housing Units necessary to ensure that the overall provision within the Development is 30% of the Dwellings unless otherwise agreed with ADC;

- 2.35 "Phase 2" means that part of the Development as is to be carried out on that part of the Second Owner's land marked Phase 2 on the Plan;
- 2.36 "Phase 2 Affordable Housing Scheme" means the plan and schedule identifying the Affordable Housing Units to be provided in Phase 2 as submitted to and approved by ADC pursuant to paragraph 1.1 of Schedule 4
- 2.37 "Phase 2 Affordable Housing Units" means the Affordable Housing Units to be provided in Phase 2 as identified in the Phase 2 Affordable Housing Scheme and which shall comprise 30% (thirty percent) of the Dwellings in Phase 2 unless agreed otherwise with ADC or unless pursuant to the approved Phase 1 Affordable Housing Scheme a number equal to less or more than 30% (thirty percent) of Dwellings in Phase 2 are to be Affordable Housing Units in which case the provision within Phase 2 shall be the number of Affordable Housing Units necessary to ensure that the overall provision within the Development is 30% of the Dwellings unless otherwise agreed with ADC;
- 2.38 "Plan" means the plan annexed hereto with drawing reference DLA.1552.L003.004 Rev D
- 2.39 "Planning Permission" means the planning permission granted by ADC for the Development pursuant to the Application.
- 2.40 "Primary Education Contribution" means the financial contribution payable and calculated in accordance with the formula referred to in Clause 10.1 to make good a deficiency in primary education provision arising from the Development and to be used towards additional temporary facilities at Rose Green Junior School
- 2.41 "the Public Open Space" means those parts of the Land shown for identification purposes shaded in green on the Plan subject to any revisions thereto approved pursuant to the relevant reserved matters approvals and referred to in Clause 6
- 2.42 "Qualifying Occupiers" means persons who qualify for Affordable Housing within Schedule 3 and 4 to this Agreement and including residents of the Arun District who

are unable to resolve their housing needs in the local private sector market because of the relationship between housing costs and income on in the case of any starter homes who meet the statutory criteria for occupation of any such Dwellings.

- 2.43 "Registered Provider " means a provider of affordable housing registered with the Tenants Services Agency [TSA] or equivalent or replacement and appearing within the Arun District Council List of Approved Registered Providers attached or specifically approved in writing for the purposes of the present Agreement
- 2.44 "Secondary Education Contribution" means the financial contribution payable and calculated in accordance with the formula referred to in Clause 10.1 to make good a deficiency in secondary education provision arising from the Development and to be used towards additional equipment for The Regis School
- 2.45 "Sixth-Form Education Contribution" means the financial contribution payable and calculated in accordance with the formula referred to in Clause 10.1 to make good a deficiency in sixth-form education provision arising from the Development and to be used towards additional equipment for The Regis School sixth form department
- 2.46 "Southern Open Space Area" means the area of Public Open Space situated to the south of Summer Lane hatched green and marked "Langmead Land South of Summer Lane" on the Plan
- 2.47 "Specified Date" means the date upon which an obligation arising under this Agreement is due to be performed.

3. Enabling Provisions

- 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.
- 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 111 135 of the Local Government Act 1972, Section 1 Localism Act 2011 and all other enabling powers.

4. Commencement

- 4.1 This Agreement shall come into effect upon grant of the Planning Permission but the obligations in Clause[s] 5 6 7 8 9, 10, 11 and 12 shall become effective only on the Commencement of the Development.
- 4.2 On Commencement of the Development the Owners will give to ADC and WSCC notice in writing of that commencement in the form of The Commencement Notice annexed to this Deed as Schedule 1 addressed to ADC's Head of Planning Services and WSCC's Monitoring and Records Team, Strategic Planning Division at the address of WSCC given herein or equivalent successor posts.

COVENANTS IN FAVOUR OF ADC

5. Provide On Site Affordable Housing

The Owners agree with ADC

- 5.1 In accordance with Schedules 3 and 4 hereto to provide on Phase 1 the Phase 1 Affordable Housing Units and on Phase 2 the Phase 2 Affordable Housing Units.
- 5.2 Not to Occupy more than 50% (fifty percent) of the Open Market Units in any Phase of the Development until the Affordable Housing Units for that Phase have been provided on that Phase in accordance with Schedules 3 and 4 hereto.

6. On Site Provision of Public Open Space

The Owners agree with ADC:

- 6.1 To provide and lay out the Public Open Space within the Land including one equipped child play area in accordance with a specification and programme to be approved by ADC prior to Commencement of Development ("the Public Open Space Specification").
- 6.2 To ensure that there is public access to the Public Open Space on completion in accordance with the approved Public Open Space Specification.
- 6.3 To complete the works of provision and laying out of any Public Open Space Areas within the Phases in accordance with Clause 6.1 and to make the Southern Public Open Space Area available for use by the public no later than the first Occupation of the 45th Open Market Unit forming part of the Development

- 6.4 Within two months of the completion of the works referred to in Clause 6.3 to transfer those parts of the Public Open Space and play areas as are situated within the Phases to the Council or to such body as it may direct.
- 6.5 Upon the handover or transfer deferred to in Clause 6.4 whichever is the earlier to pay to ADC or its nominee a sum which is to be calculated in accordance with the ADC Open Space and Recreation Standards SPG October 2000 and agreed between the Owners and the Council as part of the Public Open Space Specification as the equivalent of the annual maintenance costs of the relevant areas of Public Open Space multiplied by 16.
- 6.6 Upon completion of the Southern Open Space Area to procure its future management and maintenance in accordance with the details approved pursuant to Conditions 20 and 21 on the Planning Permission

7. ANOGS Contribution

The Owners agree with ADC:-

- 7.1 To pay to ADC the ANOGS Contribution of £114 750 in total as follows:
- 7.1.1 Not to Occupy or cause or allow to be Occupied any Dwelling in Phase 1 unless or until £51,000 (fifty one thousand pounds) of the ANOGS Contribution has been paid to ADC;
- 7.1.2 Not to Occupy or cause or allow to be Occupied any Dwelling in Phase 2 unless or until £63,750 (sixty three thousand seven hundred and fifty pounds) of the ANOGS Contribution has been paid to ADC.

8. Footpath

- 8.1 PROVIDED THAT ADC within the period referred to at sub-paragraph 8.1.5 below is able to provide evidence (to be served on the Owners along with a written notice) to the Owners' reasonable satisfaction confirming that the Footpath is to be delivered and that ADC have obtained the necessary rights, consents and licences to continue the footpath over the Ditch at point B on the Plan the First Owner covenants that:
- 8.1.1. the First Owner shall set aside the Footpath Land for the purposes of providing the Footpath;
- 8.1.2. the First Owner will grant ADC all necessary rights, licences and consents necessary over the estate roads within the Development for construction and access purposes to enable ADC to use the site access road during the course of laying out the Footpath;

8.1.3. the First Owner will, upon receipt of any written request from ADC received after the commencement of construction of the Footpath, pay to ADC the reasonable and proper costs incurred by ADC in providing the Footpath on the Footpath Land PROVIDED THAT the costs payable shall not exceed £15,000; and

8.1.4. once the Footpath has been laid out by ADC in accordance with the Footpath Specification, it shall be maintained by the First Owner in accordance with the Footpath Specification (or in the event that a management company has been established in relation to the Development shall be transferred to said management company who shall thereafter be responsible for its management and maintenance).

8.2 In the event that ADC is unable to provide evidence confirming that the Footpath is to be delivered and that ADC have obtained the necessary rights, consents and licences to build a footpath over the Ditch within 5 (five) years of the date of this Agreement the obligations contained in clauses 8 and 9 of this Agreement shall cease and determine absolutely and the Footpath Land may be used for such purposes as the First Owner sees fit

9. ADC Covenants

ADC covenants with the Owners:

- 9.1 Prior to commencing the laying out of the Footpath to agree the Footpath Specification with the First Owner;
- 9.2 To provide the Footpath on the Footpath Land in accordance with the Footpath Specification;
- 9.3 To take all reasonable steps and use all reasonable endeavours to minimise the cost of providing the Footpath;
- 9.4 To repair any damage to the remainder of the Land caused in laying out the Footpath and not to commence construction of the Footpath unless ADC have evidenced to the First Owner that it has in place insurance cover to the First Owner's reasonable satisfaction in respect of the construction works to lay the Footpath and the Council hereby indemnifies the First Owner in respect of any claim or liabilities arising from the construction of the Footpath by the Council on the Land.

COVENANTS IN FAVOUR OF WSCC

10. Education Contribution

The Owners agree with WSCC:-

- 10.1 On or before the Occupation of the 1st (first) Dwelling in each Phase to pay to WSCC the Education Contribution for the relevant Phase calculated in accordance with the following formula:

(DfE figure (Primary) x ACP = Primary Education Contribution) + (DfE figure (Secondary) x ACP = Secondary Education Contribution) + DfE figure (Further Secondary) x ACP = Further Secondary Education Contribution) = Education Contribution where:

Note: x = multiplied by.

ACP (Additional Child Product) = The estimated additional number of school age children likely to be generated by the Development calculated by reference to the total number of Dwellings in the Phase (less any allowance for affordable dwellings applicable for the relevant District in which the Land is situated (at present 100% for Social Rented Houses within Arun District), as approved by the relevant reserved matters planning approval for the Phase. The following criteria are used to generate a child product:

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

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

DfE Figure = Department for Education (DfE) Primary/Secondary/Further Secondary school building costs per pupil place as adjusted for the West Sussex area applicable at the date when the Education Contribution is paid (which for the year 2016/2017 were – Primary £15,558 Secondary £23,442, Further Secondary

£25,424) updated as necessary by the Royal Institute of Chartered Surveyors
Building Cost Information Service All-in Tender Price Index

Below is a worked example of how the Education Contribution would be calculated in practice:

Private Houses				Social Rented Houses			Other Affordable dwellings		
Dwelling Size	Occupancy Rates	Number	Persons	Dwelling Size	Number	Persons	Dwelling Size	Number	Persons
1 bed	1.5	5	7.5	1 bed	7	10.5	1 bed	0	0
2 bed	1.9	13	24.7	2 bed	12	22.8	2 bed	8	15.2
3 bed	2.5	35	87.5	3 bed	0	0	3 bed	0	0
4 bed	3.0	10	30	4 bed	0	0	4 bed	0	0
Totals		63	149.7	Totals	19	33.3	Totals	8	15.2
			142.2	100% discount applied -->			0		
							15.2		

Private Flats				Social Rented Flats					
Dwelling Size	Occupancy Rates	Number	Persons	Dwelling Size	Number	Persons	Dwelling Size	Number	Persons
1 bed	1.3	0	0	1 bed	0	0	1 bed	0	0
2 bed	1.9	0	0	2 bed	0	0	2 bed	0	0
3 bed	2.4	0	0	3 bed	0	0	3 bed	0	0
4 bed	2.8	0	0	4 bed	0	0	4 bed	0	0
Totals		0	0	Totals	0	0	Totals	0	0
			0	100% discount applied -->			0		
							0		

Dwellings Proposed	90
Dwellings Demolished	0
NET Dwellings Proposed	90
Net Population Increase	198.2
Adjusted Population	164.90
*Child Product	71.0000

$$ACP = (142 + 0) \times 14/1000 + (0 + 0) \times 5/1000$$

$$ACP \text{ is } 1.9908$$

$$\begin{aligned} \text{Primary Contribution} &= \text{DfE} \times \text{ACP} \\ \text{DfE} &= £15,558 \\ \text{Primary ACP is } &1.9908 \times 7 \\ \text{Total Primary Contribution is } &£239,985 \end{aligned}$$

$$\begin{aligned} \text{Secondary Contribution} &= \text{DfE} \times \text{ACP} \\ \text{DfE} &= £23,442 \\ \text{Secondary ACP is } &1.9908 \times 5 \end{aligned}$$

Total Secondary Contribution is £258,284

Further Secondary Contribution = DfE x (ACP x 0.54)				
DfE = £25,424				
Further Secondary ACP is	1.9908	x	0.54	x 2
Total Further Secondary Contribution is £60,504				

10.2 Not to Occupy or cause or allow to be Occupied the second Dwelling forming part of each Phase of the Development before the Education Contribution for that Phase shall have been paid

11. Library Contribution

The Owners agree with WSCC:-

11.1 On or before the Occupation of any Dwelling in each Phase to pay to WSCC the Library Contribution for that Phase calculated in accordance with the following formula:

$$\frac{L}{1000} \times AP = \text{Library Contribution where:}$$

Note: x = multiplied by.

AP (Additional Persons) = The estimated number of additional persons likely to be generated by the Phase of the Development calculated by reference to the total number of dwellings in the Phase, less any allowance for affordable dwellings, as approved by a the relevant reserved matters approval for the Phase. The following figures are to be used as a guideline:

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

L = Extra library space in sqm per 1000 population x the library cost multiplier (which for the year 2016/2017 were 35sqm and £4,560 per sqm respectively) updated as necessary by the Royal Institute of Chartered Surveyors Building Cost Information Service All-in Tender Price Index

- 11.2 Not to Occupy or cause or allow to be Occupied the second Dwelling within any Phase before the Library Contribution for that Phase shall have been paid

12. Fire and Rescue Services Contribution and Fire Hydrants

The Owners agree with WSCC:-

- 12.1 On or before the Occupation of each Phase to pay to WSCC the Fire and Rescue Contribution for that Phase calculated in accordance with the following formula:

$Y \times Z/M$ = Fire and Rescue Service Contribution where:

Note: / = divided by; x = multiplied by.

Y = The estimated adjusted increase in population generated by the Phase of the Development. The following figures are 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 2015/2016 is £5,530,000).

M = the projected population of the Fire and Rescue Service Southern Service Division of West Sussex in 2016 at the time of payment which for the 2007/2008 financial year is 429,647

- 12.2 Not to Occupy or cause or allow to be Occupied the second Dwelling forming part of the Development in any Phase before the Fire and Rescue Services Contribution for that Phase shall have been paid.
- 12.3 Not to Commence the Development before they have submitted to WSCC for WSCC's approval a proposal to install three (3 no.) fire hydrants at their own expense in an approved location (identifying which Dwellings or Phase is to be served by which Fire Hydrants) and to arrange for their connection to a water supply which is appropriate in terms of both pressure and volume for the purpose of fire-fighting and prior to Occupation of each Phase to arrange for the installation of the

Fire Hydrants serving that Phase in the approved location in accordance with the West Sussex Fire and Rescue Service Guidance Notes attached to this Deed at Schedule 5.

- 12.4 The Owners undertake to WSCC to construct as part of the Development suitable access to the Land for fire brigade vehicles and equipment

13. Certificates

The Owners agree with WSCC and ADC:

- 13.1 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 ADC notice of the Specified Date not more than seven days after such Specified Date.
- 13.2 If the Owners fail to give the notice required under this Clause ADC shall be entitled in its absolute discretion to determine the Specified Date and shall give notice to the Owners of its determination

14. Index Linking

- 14.1 The parties agree that any sums payable by the Owners under this agreement shall be increased or decreased by the application of the following formula:

$$A = B \times \frac{C}{D}$$

where:

- A is the sum actually payable on the Specified Date/ Payment Date
- B is the original sum mentioned in this Agreement
- C is the Retail Price Index for the quarter preceding the Specified Date in respect of the Council Contributions and the All In Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors for the quarter preceding the Specified Date in respect of the County Council Contributions
- D is the Retail Price Index for the quarter preceding the date of this Agreement in respect of the Council Contributions and the All In Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors for the quarter preceding the date of this Agreement in respect of the County Council Contributions

14.2 The adjustment in this clause shall only be made where the Specified Date is more than 6 months after the date of this Agreement.

15. Interest

The Owners agree with ADC and WSCC to pay interest on sums due to ADC and WSCC under this Agreement but not paid on the Specified Date from the Specified Date until actual payment. The rate of interest shall be 4% above the Bank of England base rate from time to time.

16. Legal and Administrative Costs

The Owners agree with ADC and WSCC:

Legal Costs

16.1 To pay on completion of this Agreement to the ADC and WSCC their respective legal costs incurred in preparing and entering into this Agreement as follows :-

Payee	Amount of Payment
ADC	£1,500 with no VAT payable
WSCC	£1,000 with no VAT payable

16.2 To pay on completion of this Agreement to the ADC its legal costs incurred in connection with the transfers of land referred to in this Agreement.

16.3 For the avoidance of doubt and in addition to the above charges ADC shall be entitled to utilise a proportion of any monetary payment specified in this Deed for related project costs up to a maximum of 5% of any payment or £15,000 which ever shall be the larger.

16.4 For the avoidance of doubt the above charges are standard charges shall not preclude ADC from claiming and receiving any legal enforcement costs above and beyond these standard charges when circumstances require that they are properly payable in connection with in pursuing full compliance with this Deed whether through the courts or otherwise.

17. Payment Notice

- 17.1 The parties to this Agreement hereby agree that all Council Contributions due under this Agreement shall be forwarded to ADC and shall have attached to them a copy of the Payment Notice contained in Schedule 2 to this Agreement duly completed.
- 17.2 The parties to this Agreement hereby agree that all County Council Contributions due under this Agreement shall be forwarded to WSCC and shall have attached to them a copy of the Payment Notice contained in Schedule 2 to this Agreement duly completed.

18. General

The parties agree that:

- 18.1 Nothing in this Agreement constitutes an obligation to grant planning permission.
- 18.2 Nothing in this Agreement grants planning permission or any other approval consent or permission required from WSCC or ADC in the exercise of any other statutory function.
- 18.3 Nothing in this Agreement fetters or restricts the exercise by WSCC and ADC of any of their powers.
- 18.4 The obligations contained in Clauses 5, 6, 7, 8, 9, 10, 11 and 12 are planning obligations for the purpose of Section 106 of the Act.
- 18.5 This Agreement constitutes a deed.
- 18.6 This Agreement is enforceable by ADC as to Clauses 5, 6, 7 and 8 and by WSCC as to Clauses 10, 11 and 12.
- 18.7 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.
- 18.8 This Agreement shall apply to the Development as authorised by the Planning Permission issued pursuant to the planning application or (unless agreed otherwise by the parties in writing) to the Development after variation or renewal of the Planning Permission pursuant to s73 of the 1990 Act from time to time.

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

18.10 No covenants or obligations contained in this Deed shall be binding upon:

18.10.1 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;

18.10.2 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 charge or mortgagee in possession; or

18.10.3 any individual owner or Occupier of a completed Dwelling within the Development save that (subject to paragraphs 3.2 and 4 of Schedule 4) the obligation at paragraph 1.3 of Schedule 4 shall be enforceable against the occupiers of said Dwellings.

18.11 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 (of if it holds no interest) in the Land or that part of the Land in relation to which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest and where any obligation herein is expressed to relate to or be performed in relation to a specific Phase of the Development it shall be enforceable only against those persons with an interest in that Phase as at the time the relevant obligation is triggered and falls to be performed.

18.12 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 ADC shall (upon written request) effect the cancellation of any entry made in its register of local land charges in respect of this Agreement.

18.13 Subject to Clause 18.8 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.

18.14 Where any consent, approval or expression of satisfaction is required to be given under this Agreement, it shall not be unreasonably withheld or delayed.

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. Hanbury's Consent

Hanbury hereby consents to the completion of this Agreement and acknowledges that from the date of this Agreement the First Owner's land and its interest therein shall be bound by the restrictions and obligations contained herein PROVIDED THAT Hanbury shall have no liability under this Agreement unless it acquires a freehold or leasehold interest in the Land (or any part thereof) or otherwise takes possession of the Land or any part of it in which case it too will be bound by the obligations and terms of this Agreement as if they were a person deriving title from the Owners.

22. Counterparts

This Agreement is to be signed in a number of counterparts, each of which is an original and all of which taken together form one single document.

SCHEDULE 1

Commencement Notice

Pursuant to Clause 4.2 in Planning Obligation Described Below

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

Dated this ____ day of ____ 20

Signed _____

On Behalf Of: _____

To:	[1] Head of Planning Services, Arun District Council, Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN17 5LF [DX: 57406] Littlehampton [2] Monitoring and Records Team, Strategic Planning Division , West Sussex County Council, County Hall, Chichester, West Sussex, PO19 1RQ [DX: 157410] Chichester 8
FROM:	
DEVELOPMENT AT:	
NATURE OF DEVELOPMENT:	
PLANNING PERMISSION DATE & REFERENCE	
PLANNING OBLIGATION DATE & PARTIES	
START DATE:	

SCHEDULE 2

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	

Schedule 3

List of ADC Approved Registered Providers

Affinity Sutton

(Sunita Aujila)

Cams Hall

Cams Hill

Fareham

Hampshire

PO16 8AB



Guinness Hermitage

(Damian Haley)

Hermitage House

7 St Georges Walk

Waterlooville

Hants



Hyde Martlet

(John Martin)

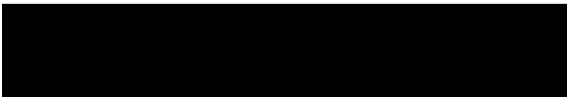
Martlett House

Southern Gate

Chichester

West Sussex

PO19 8SG



Hastoe Group

(Jane Gallifent)

Marina House

17 Marina Parade

Hampton House

Hampton Wick

Kingston upon Thames

KT1 4BH



jgallifent@hastoe.com

Worthing Homes

1 Chapel Road (Chris Pelling-Fulford)
Worthing
West Sussex



Raglan Housing Association

(Jackie Burton)
2nd Floor Westover House
West Quay
Poole



Southern Housing Group

(Liz Hills)
Spire Court
Albion way
Horsham
West Sussex



Schedule 4
On Site Affordable Housing Provision

AFFORDABLE HOUSING

The Owners agree with ADC as follows:-

1. Obligation to Provide Affordable Housing

- 1.1 The location and mix of the Affordable Housing Units within each Phase of the Development shall be as shown on a plan and schedule to be agreed in writing by the Owners and ADC prior to Commencement of the relevant Phase;
- 1.2 To procure that the Affordable Housing Units in each Phase are completed and (unless otherwise agreed in writing by ADC and subject to paragraph 1.4) disposed of (either freehold or leasehold for a period of not less than 125 years) to a Registered Provider on terms which ensure that the Affordable Housing Units are and remain bound by the obligations in this Schedule no later than the date on which 50% (fifty percent) of the Market Housing Units in the relevant Phase are Occupied;
- 1.3 With effect from the date on which they are completed (and subject to paragraphs 2.4, 3.2 and 4 below) the Affordable Housing Units shall not be Occupied other than by Qualifying Occupiers and for the avoidance of doubt this restriction shall apply not just to the first occupier of any of the Affordable Housing Units but to all subsequent occupiers of them.
- 1.4 It is hereby agreed between ADC and the Owners that in the event that ADC approves (or the Owners are legally required to procure) the provision of any new form of affordable supply and/or low cost affordable ownership housing introduced pursuant to any consequential amendments to the NPPF or statute as part of the Intermediate Housing element of the Affordable Housing for the purposes of this Agreement and agrees in writing that those specific Affordable Dwellings can be provided by the Owners (or their successor in title) rather than through a Registered 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 a Registered 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 and Terms of Transfer

FIRST OFFER

2.1 In respect of the Affordable Housing Units in each Phase the Owners shall make an offer to a Registered Provider which offer shall include

- (a) Sale of Land Contract
- (b) A Draft Transfer

2.2 Such offer shall remain open for acceptance for no less than 3 months ("the first offer period") from the date of the offer being made ("the offer date ")

SECOND OFFER

2.3 In the event that the first offer made in accordance with the above is not accepted within 3 months of the offer date then the Owners shall make a second offer to another Registered 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 OFFERS ARE NOT IMPLEMENTED

2.4 In the event the second offer not being accepted within the second offer period then the Owners may at any time thereafter elect (and serve notice in writing) that it wishes to pay to ADC a commuted sum equivalent to the cost at that time of providing the Affordable Housing Units within the District of Arun and the payment of said sum by the Owners to ADC shall discharge any obligations under this Agreement to deliver Affordable Housing Units within the Phase in question and for the avoidance of doubt the Owners shall be free to dispose of the units identified as Affordable Housing Units on the plan approved pursuant to paragraph 1.1 on the open market free from the restrictions of this Schedule and the basis of calculation for the commuted sum shall be the following valuations for each of the relevant Affordable Housing Units covered by the commuted sum :-

- 1 bed flats - £41,000 per dwelling;
- 2 bed flats - £45,000 per dwelling
- 2 bed houses - £68,000 per dwelling

NOMINATION RIGHTS

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

- 1 any family association in the said administrative area in accordance with relevant housing allocation policies;
- 2 any period of ordinary residence in the said administrative area not immediately before the date on which any unit of accommodation becomes vacant;
- 3 any employment opportunity in the locality;
- 4 any other connection with the locality

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

3. Further Provisions

3.1 Nothing in this Deed shall be construed as imposing or otherwise implying any obligation on ADC to grant or make available any public subsidy or other financial support (or to assist the Owner 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:

- 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

- 2 it shall have been sold under a shared ownership lease and the leaseholder (or its mortgagee) has staircased his ownership under the lease to 100 percent; and
- 3 in the event of any dispute as to whether any proposed occupier of any Affordable Housing Unit is a Qualifying Occupier the matter shall be determined by ADC (acting reasonably).

4. Mortgagee in Possession Clauses

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:

- 1 The Chargee shall give written notice ("the Sale Notice") to ADC of its intention to exercise its power of sale;
- 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 ADC for an amount to be agreed or determined ("the Purchase Price");
- 3 ADC may notify the Chargee in writing within one month of the date of the Offer whether or not it wishes to accept the Offer (in the case of an acceptance such acceptance to be conditional upon the Purchase Price being acceptable to ADC);
- 4 If ADC shall notify the Chargee within the time specified in sub-paragraph 3 that it does not wish to accept the Offer ADC shall then have one month from the date upon which it notifies in writing its refusal of the Offer within which to arrange for the transfer of the Affordable Housing Units in consideration of the Purchase Price to a Registered Provider;
- 5 If ADC 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 ADC gives written notice to the Chargee that arrangements can be made in accordance with sub-paragraph 4 then:

- 1 the Chargee shall co-operate with ADC to secure the transfer;
and;
- 2 ADC 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 ADC and the Chargee in equal shares and the Surveyor shall be appointed in default of agreement between the parties on the application of either party by or on behalf of the President for the time being of the Royal Institute of Chartered Surveyors (or successor organisation) and the Surveyor's determination shall be binding on both parties 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.
- 6 Subject to the provisions of sub-paragraph 7 the transfer to ADC or to a Registered Provider shall be completed within two months of the date the Purchase Price is agreed (or such longer period as may be agreed between the Chargee and ADC) or determined in accordance with sub-paragraph 5.2 ("the Completion Period).
- 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.
- 8 If either:
 - 1 the District fails to give notification to the Chargee within the time specified in sub-paragraph 3; or
 - 2 having given notification of refusal of the Offer in accordance with sub-paragraph 3 ADC fails to give notification to the Chargee within the time specified in sub-paragraph 3; or

3 ADC 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 ADC or to a Registered Provider shall not be completed within the Completion Period; or

4 ADC shall serve notice of its intention to discontinue under sub-paragraph 7;

then the Chargee shall be under no obligation to sell the Affordable Housing Units either to ADC or to a Registered Provider and shall be entitled to exercise its powers of sale without any of the provisions of paragraph 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.

9. ADC 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.

Schedule 5

Fire and Rescue Service

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

Adequate access for fire fighting vehicles and equipment from the public highway must be available and may require additional works on or off site, particularly in very large developments. (BS5588 Part B 5)

Works may be needed to fulfill the Fire Authority's duty to ensure the provision of an adequate supply of water for fire fighting (Fire Services Act 2004) Requirements for the provision of fire hydrants affixed to water mains and to carry out other works necessary to ensure adequate supplies of water, in terms of both volume and pressure, may be sought either as planning conditions or possibly through a legal agreement.

1.0 Water Undertakers

The water undertakers in the County are as follows:

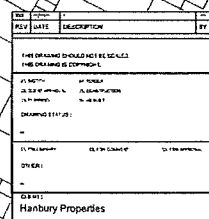
Portsmouth Water Company
Southern Water Authority
South East Water
Sutton and East Surrey Water Company
Scottish and Southern Energy (inset water company)

2.0 The following guidelines are intended to assist landowners and developers.

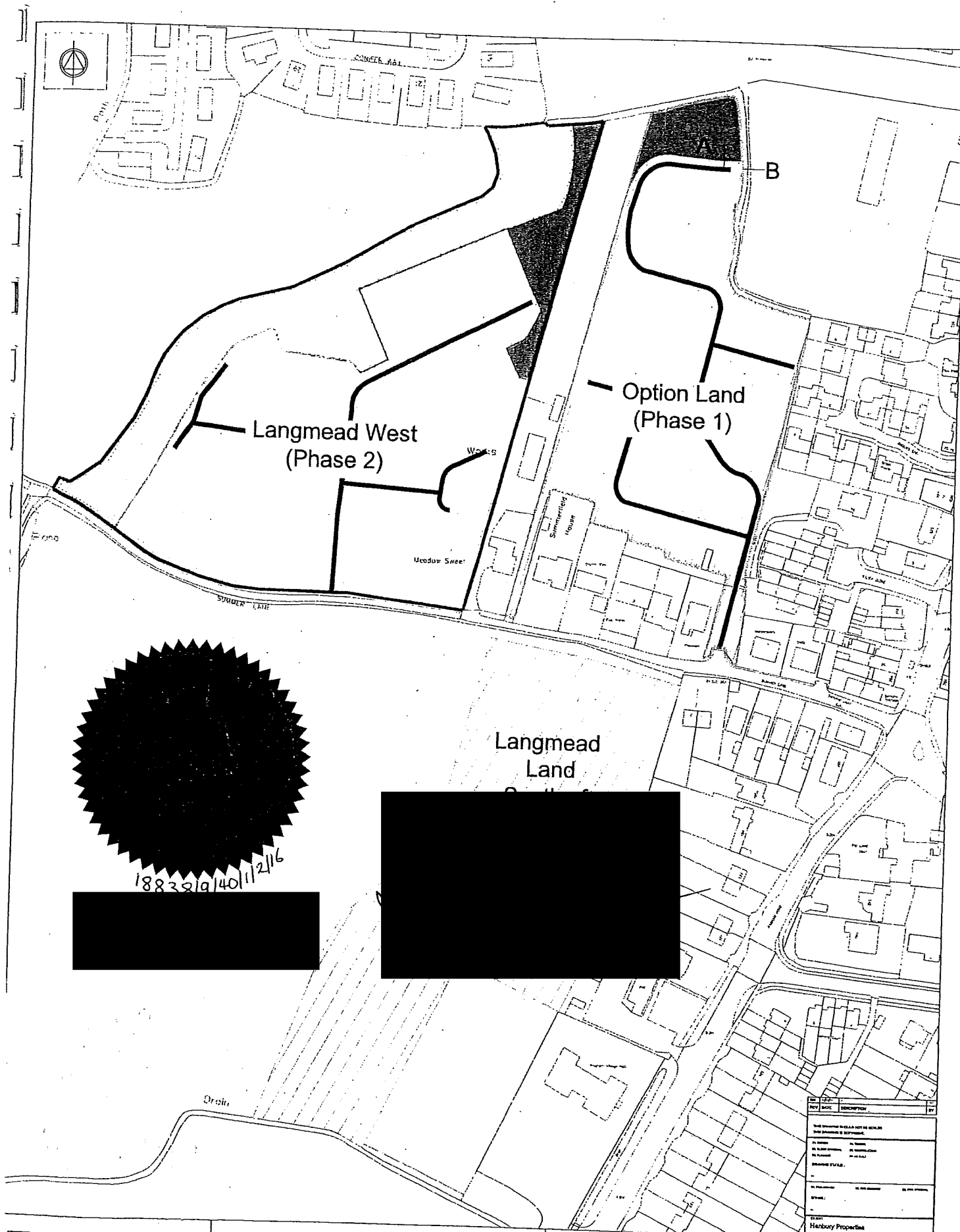
- Hydrants are to be fitted to water mains at least 100mm in diameter in residential areas and 150mm diameter in commercial/industrial areas.
- In residential areas fire hydrants should be positioned no more than 150 metres from a standard ~~two floor~~ residence.
- Where multi-floor or multiple occupancy dwelling properties are constructed it may be necessary to install sprinkler systems or dry risers to ensure every part of every dwelling is no more than 45 metres from a fire fighting appliance.
- Where dry risers are installed, access to the inlet should be no more than 18 metres visible sight from a fire appliance and the distance to a hydrant should be no more than 90 metres.
- In industrial areas fire hydrants should be positioned no more than 90 metres from a building. Fire hydrants covering large public buildings and areas such as hospitals, hotels, schools, and town centre developments should comply with the relevant codes of practice.
- In planning the provision of fire hydrants in rural areas, particular attention should be paid to specific risks and therefore no definitive distances can be provided.
- Where development is considered to be a 'major risk', it will be considered individually to ensure that the overall provision for fire fighting comprising, as appropriate, internal water based protection systems, private fire hydrants, statutory fire hydrants and other 'open water' supplies, is adequate.

Fire hydrants should be sited in positions to be agreed by the Fire Authority and, where possible, such locations will be at main roads, feeder roads or road junctions where they are readily visible.

Annexure 1 – The Plan



PROJECT: Land off Summer Lane Pegham	
DRAWING TITLE: Indicative S106 Open Space Area Calculations	
DAVIESLANDSCAPE ARCHITECTS Suite 4.13, 3rd Floor, Broad Street, Gloucester and, G1 1NL 01452 332222 01452 332222 01452 332222	
DATE:	05.09.16
SCALE:	NTS
JOB NO.:	1552
DRAWN BY:	NP



18838/19/40/11/2/16

	Other Land Boundary (Phase 1)		Central Channel Public Open Space
	Langmead West Boundary (Phase 2)		Woods
	Development Area		Area of Phase
	Public Open Space		Site Boundary

SE29 Area Calculations	Langmead West (Phase 1)	Option Land (Phase 1)	Langmead South of Summer Lane
Total Area of Parcel	1.44ha (3.58 acres)	1.44ha (3.58 acres)	1.44ha (3.58 acres)
Total Development Area Within Parcel	1.44ha (3.58 acres)	1.44ha (3.58 acres)	1.44ha (3.58 acres)
Total Public Open Space Within Parcel	0.00ha (0.00 acres)	0.00ha (0.00 acres)	0.00ha (0.00 acres)

DAVIES LANDSCAPE ARCHITECTS

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, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

SIGNED and DELIVERED as a Deed by
VICTOR ALBERT HUTCHISON

acting as Executor of

the Estate of the late IV Hutchinson

in the

presence of:

Witness Name: Danielle Jhurry-Wright
Solicitor
Witness Address: 52 North Street
Chichester
Witness Occupation: PO19 1NQ

SIGNED and DELIVERED as a Deed by
JANET IRENE PERRY

acting as Executor of

the Estate of the late IV Hutchinson

in the

presence

Witness Name: Danielle Jhurry-Wright
Solicitor
Witness Address: 52 North Street
Chichester
Witness Occupation: PO19 1NQ

SIGNED and DELIVERED as a Deed by
DEBORAH LYNN MOORE

acting as Executor of

the Estate of the late IV Hutchinson

in the presence of:

Witness Name:

Witness Address:

Witness Occupation: Danielle Jhurry-Wright
Solicitor
52 North Street
Chichester
PO19 1NQ

SIGNED and DELIVERED

by **CLAUDIA LANGMEAD** as her Deed

acting by her Attorney **Leslie James Langmead**

who confirms that the said Claudia Langmead has

a beneficial interest in the in the Second Owner's Land

at the date hereof in the presence of:

Witness Name:

S.M. FRODSHAM

Witness Address:

1 BARNFIELD COTTAGE, GU32 1ES

Witness Occupation:

SECRETARY

SIGNED and DELIVERED

by **OLIVIA LANGMEAD** as her Deed

acting by her Attorney **Leslie James Langmead**

who confirms that the said Olivia Langmead has

a beneficial interest in the in the Second Owner's Land

at the date hereof in the presence of:

Witness Name:

S.M. FRODSHAM

Witness Address:

1 BARNFIELD COTTAGE, GU32 1ES

Witness Occupation:

SECRETARY

SIGNED and DELIVERED

by **MELANIE JENKINS**

as her Deed in the

presence of:

Witness Name: R. MACLEZIE

Witness Address: 2 BASING HOME PARK, PRIVET, HANES GU34 3NS

Witness Occupation: ACCOUNTANT

SIGNED and DELIVERED

by **VICTORIA LANGMEAD** as her Deed

acting by her Attorney **Leslie James Langmead**

who confirms that the said Victoria Langmead has

a beneficial interest in the in the Second Owner's Land

at the date hereof in the presence of:

Witness Name:

S.M. FRODSHAM

Witness Address:

1 BARNFIELD COTTAGE, GU32 1ES

Witness Occupation:

SECRETARY

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

Seal Book No: 482/2016

AUTHORISED SIGNATORY

PRINT NAME

JOB TITLE

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

Seal Book No

Authorised Signatory

EXECUTED AS A DEED on behalf of
of HANBURY (PM) LIMITED
Acting through

A Director

in the presence of:

Witness Name:

Witness Address:

Witness Occupation:

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:

Seal Book No
Authorised Signatory

EXECUTED AS A DEED on behalf of
of **HANBURY (PM**
Acting through

A Director

in the presence of:

Witness Name: *DEBORAH SPATTOCK*

Witness Address: *PILGRIM, chestnut walk, Targhee PO20 2HL*

Witness Occupation: *PA*