

Dated: 11th NOVEMBER 2014

Between:

- [1] Prime Securities Limited [The Owner]
- [2] Arun District Council [ADC]
- [3] West Sussex County Council [WSCC]

AGREEMENT

under Section 106 of the Town & Country Planning Act 1990
and other powers
Land at Kings Close Yapton West Sussex

Arun District Council
Arun Civic Centre
Maltravers Road
LITTLEHAMPTON
West Sussex BN17 5LF
DX 57406 LITTLEHAMPTON
Ref : Y/22/14

This Agreement is dated 11th NOVEMBER 2014 and is made between:

- [1] Prime Securities Limited (CRN: 006354899) whose registered office is at The Courtyard, Shoreham Road, Upper Beeding, Steyning, West Sussex. BN44 3TN ["the Owner"].
- [2] Arun District Council of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN17 5LF ["ADC"].
- [3] West Sussex County Council of County Hall, Chichester, West Sussex, PO19 1RQ ["WSCC"].

1.0 Background

- 1.1 The Owner is the Registered proprietor under Title numbers WSX286620 and WSX313698 of the land at Kings Close Yapton West Sussex shown for identification purposes only edged black on the attached plan and hereinafter called "the Land".
- 1.2 ADC is the Local Planning Authority and the Local Authority responsible for the provision of housing and land for public recreation and open spaces in the area of the Development.
- 1.3 The WSCC is the Strategic Planning Authority, the Local Highway Authority and the Local Authority responsible for the provision of library and fire and rescue services in the area of the Development.
- 1.4 Planning Application Number Ref: Y/22/14 has been submitted to ADC for Planning Permission to develop the Land for residential development of 18 dwellings being:-
 - 1 x 4 bedroom house

13 x 3 bedroom houses

3 x 2 bedroom houses

1 x 2 bedroom flats over garages incorporating parking and access to main road via a redefined alignment of Kings Close and highway improvement at existing cross over.

2.0 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 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 attached to this Agreement.
- 2.6 Any reference to a colour or letter is to be on the plans attached to this Agreement.
- 2.7 In the absence of contrary provision any reference to a statute includes any statutory modification or re-enactment of it and every statutory instrument, direction, specification made or issued under the statute or deriving validity from it.
- 2.8 References to any party to this Agreement shall include the Successors in Title to that party and to any deriving Title through or

under that party and in the case of the WSCC and ADC the Successors to their respective functions.

- 2.9 "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 27th March 2012 as amended from time to time and in Clause 5 and in Schedule 3 and Schedule 4 to this Agreement.
- 2.11 "Affordable Housing Units" means five (5) of the Dwelling Units to be provided as Affordable Housing being:-
- 4 x Affordable Rent dwellings
 - 1 x Shared Ownership dwellings
- As those phrases are defined in National Planning Policy Framework in Annex 2 Glossary in accordance with the terms of this Agreement.
- 2.12 "Affordable Housing Standard" means the Housing Corporation building standard applicable at the date of Commencement of the Development or equivalent or replacement or successor Standard adopted by the successor body to the Housing Corporation.
- 2.13 "Agreed" or "Approved" means agreed or approved in writing and given for the purpose of this Agreement.
- 2.14 "the Applicant" means the Owner.
- 2.15 "the Application" means the Planning Application Number Y/22/14 made by the Applicant to develop the Land.
- 2.16 "the Children's Play Area Contribution and Open Space Contribution" means the Children's Play Area Contribution and Open Space

Contribution referred to in Clause 6 to make good a deficiency in such provision resulting from the Development.

- 2.17 "Commencement of Development" means commencement of a material operation as defined in Section 56(4) of the Act but for the purposes of this Deed works involving soil investigations, archaeological investigations, demolition, site clearance, site preparation, the diversion and laying of services, the erection of fences and hoardings and the preparation of site access shall not constitute a material operation and "Commence Development" shall be construed accordingly.
- 2.18 "the Development" means the development of the Land in accordance with the Planning Permission.
- 2.19 "Dwelling Unit" means a residential dwelling forming part of the Proposed Development and "Dwelling Units" shall be construed accordingly.
- 2.20 "Fire and Rescue Services Contribution" means the sum to be paid in accordance with Clause 7 being a contribution towards the provision of fire service infrastructure (excluding fire hydrants) in the vicinity of the Land to serve the additional needs of the community generated by the Development.
- 2.21 "First Occupation" means the first beneficial occupation of the first Dwelling Unit to be occupied for any use for which the Proposed Development was designed other than occupation for the purposes of construction or fitting out.
- 2.22 "Interest Rate" means 4% above the HSBC Bank base rate from time to time.

2.24 "Library Contribution" means the sum payable in accordance with Clause 8 being a financial contribution towards the costs of providing additional library infrastructure required to accommodate the extra demands for library services that would be generated from the Development.

2.25 "Market Housing Units" means Dwelling Units within the Development which are not "Affordable Housing Units".

2.26 "Planning Permission" means the development of the Land proposed by the Application and permitted by the Planning Permission granted pursuant to the Application or carried out substantially in accordance with such Planning Permission.

2.27 "Qualifying Occupiers" means persons who qualify for Affordable Housing within Schedule 3 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.

2.28 "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 in Schedule 3 attached to this Agreement or specifically approved in writing for the purposes of the present Agreement.

2.29 "Specified Date" means the date upon which an obligation arising under this Agreement is due to be performed.

3.0 Enabling Provisions

This Agreement is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972, Section 1 Localism Act 2011 and all other enabling powers.

4.0 Commencement

- 4.1 This Agreement shall come into effect upon the date of this Agreement but the obligations in Clauses 5, 6, 7, 8, 9 and 10 shall become effective only on the Commencement of the Development the grant of Planning Permission.
- 4.2 On Commencement of the Development the Owner will give to ADC and WSCC Notice in Writing of that commencement in the form of The Commencement Notice annexed to this Deed as Schedule 1 addressed to ADC's Head of Planning Services and WSCC's County Planning Officer or equivalent successor posts.
- 4.3 If the Planning Permission granted pursuant to the Application shall expire before the Commencement of Development or shall at any time be revoked then this Deed shall be determined and shall have no further effect.

COVENANTS IN FAVOUR OF ADC

5.0 Affordable Housing Provision

- 5.1 To provide the Affordable Housing Units on the Land as part of the Development and in order to do so comply in full with the Terms of Schedule 3 and Schedule 4 attached to this Agreement.
- 5.2 Not to sell or transfer or occupy or allow to be occupied any more than 50% of the Market Houses on the Land as part of the Development unless and until Schedules 3 and 4 completed with to the satisfaction of ADC provided always that this Clause shall not apply where the Owner has made both the First Offer and Second Offer (as those Terms are defined in Schedule 4) and is using reasonable endeavours to conclude any agreed transfer of the Affordable Housing Units.

6.0 Children's Play Area Contribution and Public Open Space Contribution

The Owner agrees with the ADC:-

6.1 On Commencement of the Development to pay to the ADC the Children's Play Area Contribution and Public Open Space Contribution of £36,000.00 to make good a deficiency of such provisions resulting from the Development.

6.2 Not to occupy or cause or allow to be occupied any dwelling forming part of the Development before the Children's Play Area Contribution and Public Open Space Contribution shall have been paid.

COVENANTS IN FAVOUR OF WSCC

7.0 Fire and Rescue Services Contribution

The Owner covenants with WSCC:-

7.1 To pay to WSCC the Fire and Rescue Service Contribution on or before Commencement of Development.

7.2 Not to cause or allow Commencement of Development to occur before the Fire and Rescue Service Contribution shall have been paid.

7.3 The Fire and Rescue Service Contribution shall be the sum of £494 (four hundred and ninety four pounds) and where Commencement of Development is more than 12 months after the date of this Agreement increased by an amount equal to the proportionate increase in the All-In Tender Index between the quarter preceding the date of this Agreement and the quarter preceding the date of payment of the Fire and Rescue Service Contribution

- 7.4 If the Fire and Rescue Service Contribution has not been paid to WSCC on or before Commencement of the Development to pay to WSCC in addition interest at the Interest Rate from Commencement of the Development until the actual date of payment and any such interest shall be treated as part of the said contribution.

8.0 Library Contribution

The Owner covenants with WSCC:-

- 8.1 To pay to WSCC the Library Contribution on or before Commencement of Development.
- 8.2 Not to cause or allow Commencement of Development to occur before the Library Contribution shall have been paid.
- 8.3 The Library Contribution shall be the sum of £4,480 (four thousand four hundred and eighty pounds) and where Commencement of Development is more than 12 months after the date of this Agreement increased by an amount equal to the proportionate increase in the All-In Tender Index between the quarter preceding the date of this Agreement and the quarter preceding the date of payment of the Library Contribution
- 8.4 If the Library Contribution is not paid to WSCC on or before Commencement of the Development to pay to WSCC in addition interest at the Interest Rate from Commencement of the Development until the actual date of payment and any such interest shall be treated as part of the Library Contribution.
- 8.5 It is acknowledged for the avoidance of doubt and without prejudice to the above that WSCC is authorised to apply the Library Contribution/ Fire and Rescue Service Contribution to compensate it for all work

done by WSCC's Employees, Servants, Agents or Contractors (in all cases at fair and proper rates) in discharging its obligations under this Agreement.

9.0 Fire Hydrant

The Owner covenants with WSCC:-

- 9.1 Prior to Commencement of the Development to submit to WSCC for its approval a proposal for the location and installation of 1 x no. Fire Hydrant within the Development in accordance with the West Sussex Fire Brigade Guidance Notes attached to this Agreement and then prior to First Occupation to install at their own expense the Fire Hydrant in the approved location approved by WSCC (or such alternative location as shall be approved by WSCC subsequently) and to arrange for the Fire Hydrant to be connected to a water supply which is appropriate in terms of both pressure and volume for the purposes of firefighting.

10.0 WSCC Covenants

WSCC Covenants with the Owner:-

- 10.1 Upon receipt of the Fire and Rescue Service Contribution as paid to WSCC under Clause 7 it will hold it in a separately identified interest bearing section of WSCC's combined accounts and apply the same towards the cost of Fire and Rescue Infrastructure in the vicinity of the Land.
- 10.2 Upon written request on or after ten years of the date of receipt of the Fire and Rescue Service Contribution it will issue to the party that paid the said contribution an account Certified by the Director of Finance and Assurance for the time being of WSCC detailing the Scheme on which the Fire and Rescue Service Contribution has been expended by WSCC.

- 10.3 If or to the extent the Fire and Rescue Service Contribution shall not have been spent by WSCC at the end of the period referred to in Clause 10.2 above WSCC shall on such date refund to the party that paid the Fire and Rescue Service Contribution any unexpended sum together with compound interest on such unexpended sum from the date of receipt of the said Contribution by WSCC 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.
- 10.4 If at the end of the period referred to in Clause 10.2 above WSCC shall have entered into a Contract or other Legally Binding Obligation to expend the Fire and Rescue Service Contribution or part thereof for the purposes specified in Clause 10.1 above then WSCC shall not be required to refund any part of the Fire and Rescue Service Contribution required for that purpose but shall as soon as possible following the completion of the said Contract or other Legally Binding Commitment account to the party that paid the Fire and Rescue Service Contribution and refund any unexpended part of the Fire and Rescue Service Contribution in the manner set out in Clause 10.1 above.
- 10.5 Upon receipt of the Library Contribution as paid to WSCC under Clause 8 it will hold it in a separately identified interest bearing section of WSCC's combined accounts and apply the same together with any interest accruing on it for the provision of additional library facilities at a library serving the area of the Land.
- 10.6 WSCC Covenants upon Written Request on or after ten years of the date of receipt of the Library Contribution to issue to the party that paid the Library Contribution an account Certified by the Director of Finance and Assurance for the time being of WSCC detailing how the Library Contribution has been expended by WSCC.
- 10.7 If or to the extent that the Library Contribution shall not have been spent

by WSCC by the end of the period referred to in Clause 10.6 above WSCC shall on such date refund to the party that paid the Library Contribution any unexpended part of such contribution together with compound interest on the unexpended part from the date of receipt by WSCC of the Library 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.

10.8 If at the end of the period referred to in Clause 10.6 WSCC shall have entered into a Contract or other Legally Binding Obligation to expend the Library Contribution or part thereof for the purposes specified in Clause 10.5 then WSCC shall not be required to refund any part of the Library Contribution required for that purpose but shall as soon as possible following the completion of the said Contract or other Legally Binding Commitment account to the party that paid the Library Contribution in the manner set out in Clause 10.7, and refund any unexpended part of the Library Contribution in the manner set out in Clause 10.7.

11.0 Certificates

The Owner agrees with the WSCC and the ADC:-

11.1 Where this Agreement imposes a requirement for the making of a payment or the undertaking of an act or the cessation of an activity on a Specified Date the Owner and the Applicant shall give to the ADC Notice of the Specified Date not more than seven days after such Specified Date.

11.2 If the Owner fails to give the Notice required under this Clause the ADC and WSCC shall be entitled in their absolute discretion to determine the Specified Date and shall give Notice to the Owner of that determination.

12.0 Index Linking for ADC

12.1 The Owner undertakes to ADC that any sums payable by the Owner under this Agreement shall be increased by the application of the following formula:-

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

where:

- A is the sum actually payable on the Specified Date.
- B is the original sum mentioned in this Agreement.
- C is the Retail Price Index for the quarter preceding the Specified Date.
- D is the Retail Price Index for the quarter preceding the date of this Agreement.
- C
- D is equal to or greater than 1

12.2 The adjustment in this Clause shall only be made where the Specified Date is more than 12 months after the date of this undertaking.

13.0 Interest

The Owner agrees with the ADC to pay interest on sums due to ADC this Agreement but not paid within 14 days of the Specified Date (or where the payment is subject to Index Linking under Clauses 11 or 12, within 14 days following agreement of the Indexed Sum due) from the Specified Date until actual payment. The rate of interest shall be 4% above the HSBC Bank Base Rate from time to time.

14.0 Legal and Administrative Costs

The Owner agrees with ADC and WSCC:-

Legal Costs

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

Agreement as follows:-

ADC Legal Fees	WSCC Legal fees
£800	£1950

Monitoring Costs

To pay on commencement of the Development to the ADC a contribution of £500.00 incurred in monitoring compliance with this Agreement.

14.3 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.

14.4 For the avoidance of doubt the above charges are standard charges and shall not preclude ADC from claiming and receiving any additional monitoring and legal or enforcement costs above and beyond these standard charges when circumstances require that they be incurred in pursuing full compliance with this Deed whether through the Courts or otherwise.

15.0 Payment Notice

The Parties to this Agreement hereby agree that all payments due under this Agreement shall be forwarded to the ADC and WSCC shall have attached to them a copy of the Payment Notice contained in Schedule 2 to this Agreement duly completed.

16.0 General

The parties agree that:

- 16.1 Nothing in this Agreement constitutes or constitutes an obligation to grant Planning Permission.
- 16.2 Nothing in this Agreement grants Planning Permission or any other Approval Consent or Permission required from the WSCC or ADC in the exercise of any other statutory function.
- 16.3 Nothing in this Agreement fetters or restricts the exercise by the WSCC and ADC of any of their powers.
- 16.4 The Obligations contained in Clauses 5, 6, 7, 8 and 9 and Schedules 3 and 4 are Planning Obligations for the purpose of Section 106 of the Act.
- 16.5 This Agreement constitutes a Deed.
- 16.6 This Agreement is enforceable by ADC as to Clauses 5 and 6 and Schedules 3 and 4 and by the WSCC as to Clauses 7, 8 and 9.
- 16.7 Nothing in this Agreement confers or is intended to confer a benefit on a Third Party under the Contracts (Rights of Third Parties) Act 1999.
- 16.8 This Agreement shall apply to the Development as authorised by the Planning Permission issued pursuant to the Planning Application or to the Development after variation or renewal of the Planning Permission from time to time.
- 16.9 This Agreement is a Local Land Charge and shall be registered as such.
- 16.10 Covenants or obligations contained in this Deed shall be binding upon any part of the Land that may in future be acquired by a Statutory Undertaker for the purposes of its Undertaking or operational Land as defined in the Section 262 of the Act.
- 16.11 No person shall be liable of any Breach of the Covenants Restrictions or

Obligations contained in this Deed after that person has parted with its interest in the Land or the part of it in respect of which the Breach occurs but without prejudice to liability for any Breach subsisting prior to parting with such interest.

16.12 The provisions of this Deed shall not be enforceable against such Successors in Title to the Owner as own or occupy individual housing units within the Development.

17.0 Expert Determination

Any dispute or difference arising between the parties with regard to their respective rights and obligations as to any matter or thing arising out of or connected with this Deed shall be referred to the decision of a single independent expert (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 whose decision shall be final and binding.

SCHEDULE 1

Commencement Notice

Pursuant to Clause 4 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] County Planning Officer, West Sussex County Council, County Hall, Chichester, West Sussex, PO19 1RQ [DX: 30330] Chichester
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

ADC List of Approved Registered Providers of Affordable Housing

Affinity Sutton

(Sunita Aujila)
Cams Hall
Cams Hill
FAREHAM
Hampshire
PO16 8AB
sunita.aujila@affinitysutton.com

Tel: 01329 227555

Guinness Hermitage

(Damian Haley)
Hermitage House
7 St Georges Walk
WATERLOOVILLE
Hants
Damian.haley@guinness.org.uk

Tel: 023 9271 4662

Hyde Martlet

(John Martin)
Martlett House
Southern Gate
CHICHESTER
West Sussex
PO19 8SG
Tel: 01243 816960
John.martin@hyde-housing.co.uk

Hastoe Group

(Jane Gallifent)
Marina House
17 Marina Parade
Hampton House
Hampton Wick
KINGSTON-UPON-THAMES
KT1 4BH

Tel: 020 8973 0438

jgallifent@hastoe.com

Worthing Homes

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

Tel: 01903 703140

cpellingfulford@worthing-homes.org.uk

Raglan Housing Association

(Jackie Burton)
2nd Floor Westover House
West Quay
POOLE
Dorset

Jacqueline.burton@raglan.org

Tel: 01202 645973

Southern Housing Group

(Liz Hills)
Spire Court
Albion way
HORSHAM
West Sussex

Liz.hills@shgroup.org.uk

Tel: 01403 224814

SCHEDULE 4
Provision of Affordable Housing Clauses

The Owner agrees with ADC that:-

1.0 Obligation to Provide Affordable Housing

- 1.1 The location of the Affordable Housing Units within the Development shall be as shown on a plan to be agreed in writing by the Owner and ADC prior to implementation or commencement of the Development.
- 1.2 To procure that the Affordable Housing Units are completed no later than the date on which the eleventh of the Market Housing Units is completed.
- 1.3 To use reasonable endeavours to procure the disposal of the Affordable Housing Units (either Freehold or Leasehold for a period of not less than 165 years) to a Registered Provider on terms which ensure that the Affordable Housing Units are and remain bound by the obligations in this Schedule within 12 months of the completion of the last Market Housing Units.
- 1.4 With effect from the date on which they are completed the Affordable Housing Units shall not be occupied other than by Qualifying Occupiers and for the avoidance of doubt this restriction shall apply not just to the first occupier of any of the Affordable Housing Units but to all subsequent occupiers of them.

2.0 Mechanics and Terms of Transfer

FIRST OFFER

- 2.1 The Owner 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 Owner shall make a second offer to another Registered Provider to enter into an Affordable Housing Land Sale Contract not later than one month after the expiry of the first offer period ("the second offer") and such offer shall consist of the same as the first offer subject to revisions necessitated by lapse of time and shall remain open for acceptance for no less than 3 months ("the second offer period") from the date of the offer being made ("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 Owner will pay to ADC a sum equivalent to the cost at that time of providing the Affordable Housing Units within the District of Arun in which case the Owner shall be free to dispose of the Affordable Housing Units as Market Housing Units.

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 [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].

3.0 **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 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 stair-cased 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).

4.0 **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 but subject to all or any Tenancies of the Affordable Housing Units as may be subsisting at the date of the Sale Notice and disregarding the provisions of Paragraph 4 of this Schedule AND in default of such agreement the Purchase Price shall be determined on the same basis of valuation by an Independent Surveyor ("the Surveyor") experienced in valuing residential land and property who shall act as an expert and whose costs shall be borne by ADC and the Chargee in equal shares and the Surveyor shall be appointed in default of Agreement between the parties on the application of either party by or on behalf of the President for the time being of the Royal Institute of Chartered Surveyors (or Successor Organisation) and the Surveyor's determination shall be binding on both parties.
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.

Annex

West Sussex Fire and Rescue Service

**Guidance Note: The provision of Fire Hydrants and an adequate supply for
Firefighting**

WEST SUSSEX FIRE & RESUCE SERVICE

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

1.0 Water Undertakers

The water undertakers in the County are as follows:

Portsmouth Water Company
Southern Water Authority – incorporating Hardham Brighton and Worthing
South East Water
Sutton and East Surrey Water Company

2.0 Hydrants

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

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

2.1 Hydrants on New Mains

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

2.2 New Hydrants on Existing Mains

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

2.3 Location and spacing of Hydrants

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

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

- I Residential (to include Sheltered Housing)

Approximately 360 metres apart

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

II Industrial, Industrial Estate and Associated Risks:

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

III Hospitals, Institutions, Hotels etc:

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

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

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

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

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

VI Rural Areas:

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

VII Trunk Road and Motorways:

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

VIII Major Risks:

Such risks are considered individually to ensure that the overall position for fire fighting comprising, as

appropriate, internal water based protection systems, private fire hydrants, statutory fire hydrants and other 'open water' supplies, is adequate.

3.0 Water Supply

3.1 Diameter of Water Mains

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

3.2 Water Pressure

Water undertakers are under a statutory duty to cause the water in such of their water mains as have fire hydrants affixed to them to be laid on constantly and at such pressure as will cause the water to reach the top of the top-most storey of every building in the undertakers area

SIGNED and DELIVERED by)

PRIME SECURITIES LIMITED)

~~as his/her Deed in the presence~~)

~~of acting by a director in the~~)

~~presence of:~~)



CAROL BURTON - SOLICITOR

101 JUNCTION, ARUNDEL HOUSE, 26-40 QUEEN

STREET, HUELWAM, WEST SUSSEX

~~SIGNED and DELIVERED~~)

~~by~~)

~~as his/her Deed in the presence~~)

~~of:~~)

SEALED with the COMMON SEAL)

of ARUN DISTRICT COUNCIL in)

in the presence of:)

Seal Book No:

Authorised Signatory

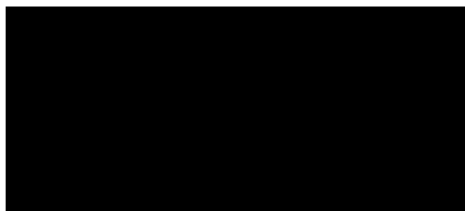
SEALED with the CORPORATE SEAL)

of)

in the presence of:)

Director

Secretary



DIRECTOR

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

SEALED with the COMMON SEAL)
of ARUN DISTRICT COUNCIL in)



Seal Book No:

Authorised Signatory



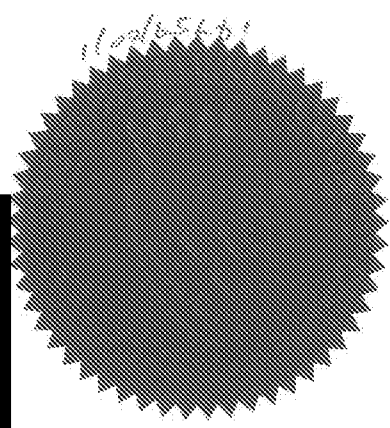
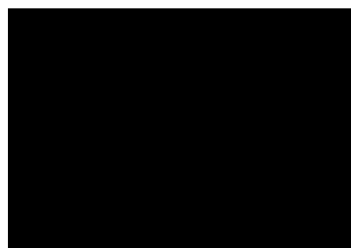
SEALED with the CORPORATE SEAL
of PRIME SECURITIES LIMITED
in the presence of:

Director

Secretary

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

[Faint, illegible handwritten text]



SITE LOCATION PLAN 1:1250



PROVISION OF OFF-PAVEMENT
NO PROVISION HAS BEEN MADE WITHIN THE SITE REFLECTING PROXIMITY OF EXISTING
LARGE PLAY AND RETREATION SPACE PROVISION IMMEDIATELY NORTH OF MAIN
ROAD

FLOOD RISK
FROM VIEWING THE ENVIRONMENT AGENCY WEB BASED FLOOD MAP THE SITE
APPEARS TO BE OUTSIDE OF ANY FLOOD AREA.

[illegible]

Corporate Resolutions

Architecture

atcliffe collingrove worthing, west sussex

COLOMBIA HOUSE, COLOMBIA AVE., WASHINGTON, D.C. 20004
FAX 01903 691204
FAX 01903 691204

0113 310 0033
www.crescent-designs.co.uk

scale: 1:1250 @ A3

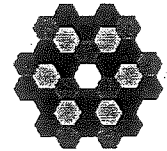
100-3041-13020-100

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 I AND WEST KINGS CLOUSE YAPTON

Pratt & Whitney
PRIME SECURITIES LTD. — project: **LAND WEST OF KINGS LUSE YAPU**
 as information requested from COMPANY STATE DATA IN COMPANY CONTRACT ALL RIGHTS RESERVED — PROJECT LICENSE 001014
 as information requested from COMPANY STATE DATA IN COMPANY CONTRACT ALL RIGHTS RESERVED — PROJECT LICENSE 001014

[illegible]

IN DISTRICT COUNCIL 7/22/41



Official copy of register of title

Title number WSX286620

Edition date 20.08.2013

- This official copy shows the entries on the register of title on 24 JUN 2014 at 10:51:38.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 24 Jun 2014.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 1-A *a guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry, Durham Office.

A: Property Register

This register describes the land and estate comprised in the title.

WEST SUSSEX : ARUN

- 1 The Freehold land shown edged with red on the plan of the above title filed at the Registry and being land at Kings Close, Yapton, Arundel.
- 2 (01.11.2005) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 3 The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered WSX293650 in green on the title plan dated 3 October 2005 made between (1) William George Warren and (2) Ferenc Antal Tarjanyi and Penelope Jill Tarjanyi.

NOTE: Copy filed under WSX293650.
- 4 The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered WSX199861 in green on the title plan dated 7 November 2005 made between (1) William George Warren and (2) Roy Charles Whitby and Kathleen Frances Whitby.

NOTE: Copy filed under WSX199861.
- 5 The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered WSX351398 in green on the title plan dated 6 July 2012 made between (1) Prime Securities Limited and (2) Southern Co-Operatives Limited.

NOTE: Copy filed under WSX351398.
- 6 The land edged and numbered 3 in blue on the title plan has the benefit of the following rights granted by but is subject to the following rights reserved by the Conveyance dated 14 February 1972 referred to in the Charges Register:-

"TOGETHER with a right of way for all purposes and at all times over

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

A: Property Register continued

and along a strip of land coloured brown on the said plan for gaining access to and from Kings Close TOGETHER with the right to maintain the same at his own discretion EXCEPT AND RESERVING all such rights of light or air or other rights or easements or quasi-rights and quasi-easements as may at the date hereof be used or enjoyed in connection with the adjoining and neighbouring property of the Vendor."

NOTE:-The land coloured brown referred to is tinted brown on the title plan.

- 7 The land edged and numbered 4 in blue on the title plan has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 25 August 2011 referred to in the Charges Register.
- 8 The Transfer dated 25 August 2011 referred to above contains a provision as to boundary structures and a provision excluding the operation of section 62 of the Law of Property Act 1925 as therein mentioned.
- 9 The Transfer dated 29 November 2011 referred to in the Proprietorship Register contains a provision relating to the creation of easements as therein mentioned.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 PROPRIETOR: PRIME SECURITIES LIMITED (Co. Regn. No. 00635489) of 24 Piries Place, Horsham RH12 1EH.
- 2 A Transfer of the land edged and numbered WSX347228 in green on the title plan dated 29 November 2011 made between (1) Prime Securities Limited and (2) Clive Robert Paine contains vendor's personal covenants.

NOTE: Copy filed under WSX347228.
- 3 The Transfer to the proprietor of the land tinted yellow on the title plan contains a covenant to observe and perform the covenants in the Transfer dated 22 November 1982 referred to in the Charges Register and of indemnity in respect thereof.
- 4 A Transfer of the land edged and numbered 6 in blue on the title plan dated 29 November 2011 made between (1) Clive Robert Paine and (2) Prime Securities Limited contains purchaser's personal covenants.

NOTE: Copy filed under WSX347019.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 By a Conveyance of the land tinted pink on the title plan dated 18 December 1940 made between (1) William Bernard King (Vendor) (2) Equity And Law Life Assurance Society (3) George James Campbell and Geoffrey Campbell and (4) The Shoreham Shipping & Coal Company Limited the said land was conveyed subject as follows:-

"subject also to a right of drainage through the drain the approximate position of which is shown in green on the said plan drawn hereon and a right of access to such drain at reasonable intervals for the purpose of cleansing repairing and maintaining the same which rights were granted by a Conveyance dated 6 July 1932 and made between the said Charles Leslie Harris and the Vendor of the one part and Walter Loveys William Collins and William Bissenden of the other part relating to the said premises known as The Village Hall"

C: Charges Register continued

NOTE 1: Neither the original Conveyance dated 6 July 1932 nor a certified copy or an examined abstract thereof was produced on first registration.

NOTE 2: Copy plan filed.

- 2 By a Conveyance of the land edged and numbered 1, 2 and 5 in blue on the title plan and other land dated 14 October 1949 made between (1) William Bernard King and (2) The Woking Sheet Metal Company Limited the said land was conveyed subject as follows:-

"SUBJECT TO the right of way of all persons entitled thereto to pass and repass over and along the roadways coloured brown on the said plan AND to the right of the owner or owners for the time being of adjacent property situate to the north-east and south-west of the property hereby conveyed to lay drains pipes sewers and cables under the said roadways the said owners nevertheless paying a fair proportion of the expense of keeping the same in repair AND SUBJECT ALSO to the right of the said owners of the said adjoining properties of drainage into the cesspit situate on the land coloured blue on the said plan such owners nevertheless paying a fair proportion of the cleansing of and the upkeep of the said cesspit"

NOTE: The roadways coloured brown referred to are now known as Kings Close. The land coloured blue referred to is edged and numbered 1 in blue on the title plan:

- 3 The land tinted blue on the title plan is subject to a right of way in favour of The Hall Stores.
- 4 A Conveyance of the land edged and numbered 3 in blue on the title plan dated 14 February 1972 made between (1) Harriett Phillips (Vendor) and (2) Colin Henry Barton Grimley (Purchaser) contains the following covenants:-

"THE Purchaser for the benefit and protection of the Vendor's adjoining premises known as Hall Stores Yapton aforesaid and so as to bind the property hereby conveyed into whosoever hands the same may come hereby covenants with the Vendor that the Purchaser and those deriving title under him will not at any time hereafter use the property hereby conveyed or any part thereof or allow the same to be used for the purpose of the sale of Groceries and Provisions including cakes bread and frozen foods confectionery cigarettes and tobacco."

- 5 A Transfer of the land tinted yellow on the title plan and other land dated 22 November 1982 made between (1) Alfred Sidney Searson (Vendor) and (2) Colin Henry Barton Grimley (Purchaser) contains the following covenants:-

"THE Purchaser hereby covenants with the Vendor so as to benefit the retained land and so as to bind the property hereby transferred into whosoever hands the same may come as follows:-

No building or other structure or erection shall at any time be built placed or erected on the property hereby transferred or on any part thereof but the same shall at all times be used for the purpose only of a highway footpath or as part of the highway.

- 6 The land tinted yellow on the title plan is subject to the following rights reserved by the Transfer dated 22 November 1982 referred to above:-

"EXCEPTING AND RESERVING unto the Vendor and his successors in title the owners or occupiers for the time being of the Vendor's adjoining property known as "Kingwood" Kings Close Sparks Corner Yapton aforesaid (hereinafter called "the retained land") all easements quasi easements liberties privileges rights and advantages nor or heretofore occupied or enjoyed by the retained land over or in respect of the property hereby transferred and which would be implied by statute or by reason of severance in favour of a purchaser of the retained land if the same had been conveyed to such purchaser and the property hereby transferred had been retained by the Vendor"

- 7 The land is subject to the following rights granted by a Transfer of

C: Charges Register continued

April Cottage dated 15 August 2006 made between (1) Prime Securities Limited and (2) Dawn Patricia Gowing and Paul John Turner:-

"A right of way with or without vehicles and at all times and for all purposes in connection with the property to pass and repass over the accessway coloured brown leading from Main Road to the property and also over the accessway coloured brown leading from Kings Close to the property together also with a pedestrian right of way over any footpath to be constructed over Kings Close."

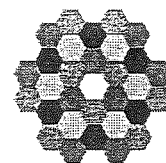
NOTE: The accessway coloured brown referred to is tinted mauve on the title plan.

- 8 A Transfer of the land edged and numbered 4 in blue on the title plan dated 25 August 2011 made between (1) Douglas John Paige and Judith Ann Paige and (2) Prime Securities Limited contains restrictive covenants.

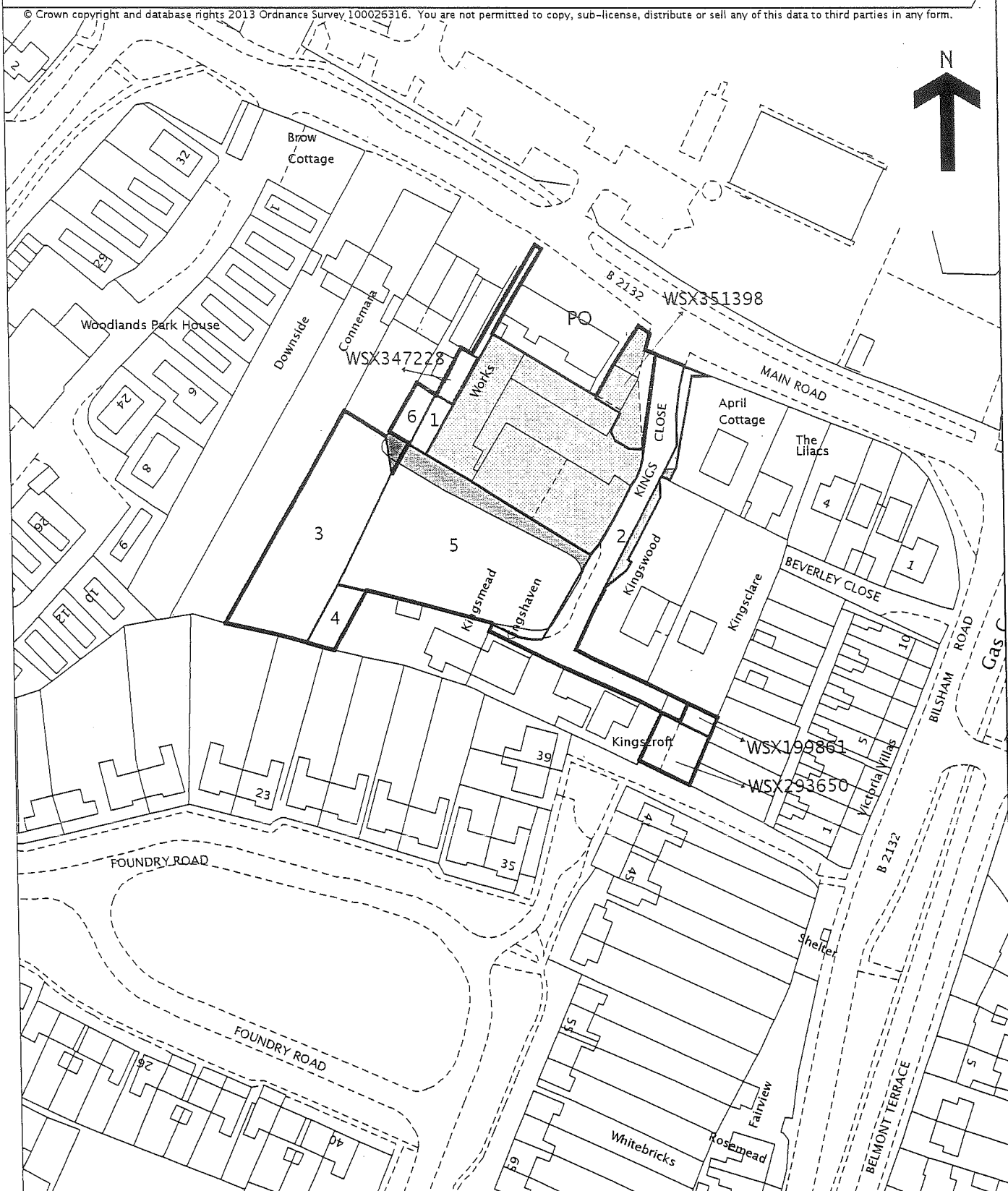
NOTE: Copy filed under WSX345135.

End of register

Title number **WSX286620**
Ordnance Survey map reference **SU9703SE**
Scale **1:1250 enlarged from 1:2500**
Administrative area **West Sussex : Arun**



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This official copy is incomplete without the preceding notes page.

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from Land Registry.

This official copy is issued on 24 June 2014 shows the state of this title plan on 24 June 2014 at 10:51:38. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - *Title Plans and Boundaries*.

This title is dealt with by the Land Registry, Durham Office .