

DATED 11 December 2018

(1) ARUN DISTRICT COUNCIL

(2) WEST SUSSEX COUNTY COUNCIL

(3) GRANITE GATE LIMITED

(4) PIBWORTH HOLDINGS LIMITED

Agreement pursuant to Section 106 of the Town and Planning Act 1990
And relating to Land at Stakers Farm, North End Road, Yapton BN18 0DU
(Reference Y.44.17.OUT)

Arun District Council
Maltravers Road
Littlehampton
West Sussex
BN15 5LF
DX 57406 LITTLEHAMPTON
JC/CMS6448

Date: 11 December 2018

PARTIES:

1.	ARUN DISTRICT COUNCIL of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN17 5LF ("the Council")
2.	WEST SUSSEX COUNTY COUNCIL of County Hall, West Street, Chichester, West Sussex, PO19 1RQ ("the County Council")
3.	GRANITE GATE LIMITED (company registration number 10519230) whose registered office is at Stakers Farm North End Road, Yapton, Arundel, West Sussex, United Kingdom, BN18 0DU ("the Developer")
4.	PIBWORTH HOLDINGS LIMITED (company registration number 10544914) whose registered office is at Holywell Farmhouse, Hodsoll Street, Kent, Sevenoaks, England, TN15 7LE ("Pibworth")

WHEREAS

1.	The Council is the Local Planning Authority for the area in which the Site is situated
2.	The County Council is the education authority, the library authority, and the highway authority for the area in which the Site is situated
3.	The Developer is registered as freehold owner of that part of the Site at HM Land Registry comprised in the title number WSX393498
4.	Pibworth is registered as freehold owner of that part of the Site at HM Land Registry comprised in the title number WSX392229
5.	The Developer has made the Application and is proposing to carry out the Development
6.	The Council has resolved that subject to the completion of this Agreement, the Permission will be granted for the Development
7.	This Agreement is made as a Deed

NOW THIS DEED WITNESSETH as follows:

1.	Interpretation		
1.1	In this Agreement unless otherwise stated the following expressions shall where the context so admits have the following meanings:		
	<table> <tr> <td>" Act"</td><td>means the Town and Country Planning Act</td></tr> </table>	" Act"	means the Town and Country Planning Act
" Act"	means the Town and Country Planning Act		

		1990 as amended
	"Additional Occupancy Product"	means the product of: $(a \times 1.5) + (b \times 1.3) + (c \times 1.9) + (d \times 1.9) + (e \times 2.5) + (f \times 2.4) + (g \times 3) + (h \times 2.8)$ Where: a = the number of houses with only 1 bedroom at the Development; b = the number of flats with only 1 bedroom at the Development; c = the number of houses with only 2 bedrooms at the Development; d = the number of flats with only 2 bedrooms at the Development; e = the number of houses with only 3 bedrooms at the Development; f = the number of flats with only 3 bedrooms at the Development; g = the number of houses with 4 bedrooms or more at the Development; and h = the number of flats with 4 bedrooms or more at the Development.
	"Affordable Housing"	means any form of housing identified within legislation national planning policy framework or a ministerial statement as meeting the requirements of affordable housing planning obligation under section 106 of the Act (or any successor legislation) or the provision of which would make such a planning obligation unnecessary and may include but is not limited to * social rented housing * affordable rented housing * shared ownership housing * intermediate housing (including intermediate rent, shared equity and low cost homes for sale)
	"Affordable Dwellings"	means 30% of the Dwelling Units on the Site (or the nearest full number) to be provided as Affordable Housing in accordance with the Permission
	"Affordable Housing Provider"	means either one or a combination of:
		a a registered provider of Affordable

		Housing registered under the Housing and Regeneration Act 2008 with Homes England who is either on the Council list of Approved Affordable Providers (annexed as Appendix 7); or
	b	any other provider of Affordable Housing who is approved by the Council in writing; or
	c	such other body or organisation approved by the Council in writing whose main object is the provision of Affordable Housing
	"Affordable Housing Statement"	means a statement by the Owner setting out, in relation to the Affordable Dwellings:
	a	the tenure mix;
	b	the dwelling type;
	c	the location
	"Affordable Rented Units"	means a form of Affordable Housing, involving homes being available at a rent level of up to 80% of local market rent (inclusive of service charge at the time of each letting which rent may be increased annually by no more than the total of 1% plus the percentage increase in the CPI Index for the previous 12 months, or in the event of any change to legislation in relation to affordable rent such other rent level which may be applicable at the time if each letting. "Affordable Rent Unit" and "Affordable Rent" shall be construed accordingly
	"Affordable Housing Scheme"	a scheme to be submitted to the Council by the Owner and approved by the Council in accordance with paragraph 1.2 of the First Schedule
	"Affordable Housing Tenure Split"	means a mix of tenure type whereby [x%] 75% of the Affordable Dwellings to be provided on the Site (or the nearest full number) shall be provided as Affordable Rented Units and the remainder [25%] of the Affordable Dwellings (or the nearest full number) shall be Intermediate Housing or

		such other tenure mix as shall be agreed in writing by the Council before the date that the Council approves the Affordable Housing Scheme
	"All Requisite Consents"	means all requisite consents orders agreements authorisations licences and permissions required to implement a scheme
	"Application"	means an application in respect of the Site for the Proposed Development and given Council reference Y/44/17/OUT
	"Approved Body"	means a Registered Provider being one of the Council's preferred partners or such other Registered Provider acceptable to the Council in accordance with the Council's Supplementary Planning Guidance and which has been first approved in writing by the Council
	"Barnham to Littlehampton Cycle Improvement Scheme ID82"	means a scheme to improve cycle links between Barnham and Littlehampton.
	"BCIS Index"	means the All In Tender Price Index of the Building Costs Information Service of the Royal Institute of Chartered Surveyors
	"CIL Regulations"	means the Community Infrastructure Regulations 2010 (as amended)
	"Completion Date"	means the date notified by the Owner to the Council in writing which is (a) before the date of first Occupation of the final Dwelling and (b) no less than 10 Working Days after the date the Owner elects under paragraph 2.4.2 of the First Schedule to transfer the Open Space to the Council
	"Commencement"	means the carrying out of a material operation in respect of the Proposed Development in the Site within the meaning of Section 56 of the Act and "Commence" and "Commenced" shall be construed accordingly but disregarding for the purpose of this Deed and for no other purpose, the following operations: ground investigations; site survey works; temporary access construction works; archaeological

		investigations; installation of pipes, lines, wires, cables and other equipment in under on or over the Site; and erection of the fences and hoardings around the Site
	"Common Parts"	means all parts of the Property that are not intended to become adopted and maintainable at the public expense including but not limited to landscaped areas footpaths estate roads and land to be used as public open space from time to time provided or designated by the Management Company for the common or general use by or for the benefit of occupiers tenants or licensees of the Site and where appropriate their respective employees agents and licensees and all others from time to time authorised by the Management Company
	"Court Confirmatory Decision"	means either (a) a judgement of the High Court or Court of Appeal confirming the grant of Permission by the Local Planning Authority or by the Secretary of State following a Planning Appeal, and the period for an appeal against such a decision has expired without a further Third Party Application being made; or (b) a judgement of the Supreme Court confirming the grant of Permission by the Local Planning Authority or by the Secretary of State following a Planning Appeal
	"CPI Index"	means the Consumer Price Index published from time to time by the Office of National Statistics
	"Cycle Improvement Contribution"	means the sum of One Hundred and Ten Thousand Five Hundred and Thirty Pounds (£110,530) payable to the County Council pursuant to paragraph 5 of the Second Schedule and to be applied by the County Council solely towards the costs of carrying out works under the Barnham to Littlehampton Cycle Improvement Scheme ID 82
	"Development"	means the Development of the Site as set out in the Application

"Disposal"	means a disposal of the Affordable Dwelling Units and /or land upon which those units are to be constructed to an Approved Body whether by transfer of the freehold or the grant of a long lease for a term of at least 125 years and "Dispose" and "Disposed" shall be construed accordingly
"Dwelling Units"	means the dwelling units to be constructed on the Site pursuant to this Permission and "Dwelling Unit" and "Dwelling" shall be construed accordingly
"Education Facility Land"	means the area of land shown edged green on Plan 2 or in such other minor varied location that may be agreed in writing between the Developer and the Council in consultation with the County Council.
"Education Facility Purchase Price"	Means the sum of £1 (one pound) if demanded
"Education Facility Land Completion Date"	means six months after the later of (a) expiry of the Judicial Review Period (provided that no Third Party Application is commenced by such date); and (b) in the event that any Third Party Application is commenced, the next working day after the Final Determination Date
"Education Facility Land Transfer"	means the agreed form of Land Registry TP1 annexed hereto as Appendix 8
"Final Determination Date"	means the date on which: (a) a Third Party Application is Finally Determined; and (b) a Permission is finally granted or upheld whether after a reference back to the Local Planning Authority; so that such Permissions is no longer open to challenge in any way by the issue of further Third Party Applications;
"Finally Determined"	means where a Third Party Application has been made, the first of the following events to occur: (a) permission to bring a Third Party Application (where required) has not been granted and the period within which an application for permission to appeal against such refusal has expired without a further

		Third Party Application being made; (b) all Third Party Applications have been withdrawn; (c) a Court Confirmatory Decision has been issued; or (d) a Quashing Order has been issued and the Local Planning Authority has issued a further Permission and the Review Period in respect of that Permission has expired
	"Fire and Rescue Infrastructure Contribution"	means a sum calculated in accordance with paragraph 6 of Second Schedule as a contribution towards the fire stations and services in the Southern Service Division serving Yapton.
	"First Occupation"	means beneficial occupation for any use for which the Proposed Development was designed other than occupation for the purposes of construction, fitting out or marketing
	"Help to Buy East and South East"	means Help to Buy East and South East of BPHA Limited, Bedford Heights, Manton Lane, Bedford, MK41 7BJ or any successor from time to time replacing it or performing a similar function
	"Highways England"	means the highways authority responsible for the maintenance of the A27
	"Highways England Contribution"	means the contribution in the sum of £180,000 (one hundred and eighty thousand pounds) towards improvements to the A27 corridor in general accordance with the scheme of works shown in principle on Drawing ITB11324-GA-014 (Appended to this Agreement as Appendix 5)
	"Highways Works"	means junction improvements to the A27 corridor shown in principle on Drawing ITB11324-GA-014 (Appended to this Agreement as Appendix 5)
	"Housing Mix"	means: the following Dwellings which are Affordable Housing: 4 x 1 bedroom flats 11 x 2 bedroom houses

		5 x 3 bedroom houses 1 x 4 bedroom house and the following Dwellings which are Open Market Units: 6 x 2 bedroom houses 38 x 3 bedroom houses 5 x 4 bedroom house
	"Interest Rate"	means the rate 4% above the base rate from time to time of $\frac{1}{2}$ the Bank of England } applicable at the date the relevant contribution under this Agreement is paid
	"Intermediate Housing"	means homes for sale and rent provided at a cost above social rent but below market levels as is more particularly defined in the NPPF including shared equity (shared ownership and equity loans) other low cost homes for sale and intermediate rent, but not affordable rented housing
	"Judicial Review Period"	means eight weeks following the date of the Permission granted by the Local Planning Authority or following the date of the Permission granted by the Secretary of State (as the case may be);
	"LEAP"	means a Local Equipped Area for Play for children of early school age the specification of which is to be agreed as part of the Open Space Scheme
	"Management Company"	means a management company established by the Owner to hold the freehold interest in the Common Parts;
	"NHS Contribution"	means the sum of £81,517 towards the infrastructure needs of managing treatment room capacity at Avisford Medical Group
	"Nomination Agreement"	means a nomination agreement entered into by an Approved Body with the Council in respect of the Affordable Rented Units containing provisions substantially in the form set out in Appendix 6 to this Agreement
	"Nomination Rights"	means the right of the Council to nominate occupiers to the Affordable Rented Units in

		accordance with paragraph 1.9 of First Schedule to this Agreement
	"NPPF"	means the National Planning Policy Framework in force at the time that this Deed is completed or at the time any appeal is determined
	"Occupation"	means occupation for the purposes permitted by the Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupied" shall be construed accordingly
	"Open Market Units"	means all those residential units to be constructed on the Site pursuant to the Permission which are not Affordable Dwelling Units
	"Open Market Value"	means open market value assessed in accordance with the Appraisal and Valuation Manual of the RICS (the Red Book) (the Owner may appoint a surveyor to determine the open market value of a Dwelling Unit and this shall be conclusive evidence of the open market value for the relevant Dwelling Unit)
	"Open Space"	means those areas of open space and amenity space to be provided within the Development the approximate location of which is to be shown on Plan 3 which area is to include the LEAP
	"Open Space and LEAP Maintenance Commuted Sum"	means the sum of £13.51 per m ² of the Open Space to be paid by the Owner to the Council (for the avoidance of doubt it is agreed that the Owner may appoint an independent measurer to measure the area of the Open Space and the independent measurer's determination of the area of the Open Space shall be final and binding on the parties)
	"Open Space Scheme"	means a scheme to be submitted to the Council prior to Commencement of the Development setting out:

		a) the proposed timetable and programme for delivery of the Open Space, including LEAP, to be provided at the Development by reference to the Occupation of a certain number of Dwellings at the Development or such other alternative trigger points for delivery of the scheme as may be approved by the Council in writing when approving the scheme b) a maintenance and management plan for any Open Space to be provided at the Development, including details of whether the areas in question are to be transferred to or managed by an Owner, a Management Company or some other body or organisation; c) details of the circumstances in which the Open Space may be closed to the public for maintenance, management, health and safety, and other reasons; and d) the Open Space Specification
	"Open Space Specification"	means the specification for the Open Space to be approved by the Council as part of the Open Space Scheme which is in turn approved by the Council in accordance with the provisions in paragraph 2.1 of the First Schedule
	"Operative Date"	means the date the Proposed Development is Commenced
	"Overage Obligation"	means the obligation to pay overage imposed in clause 13 of the transfer of part dated 8 th March 2011 and made between (1) Richard Anthony Mackenzie Freeman, Richard Colin Passmore, Alan David Harris and Richard Marston Cartwright and (2) Hannah Seydeh White and Piers George Bucknell
	"Owner"	means the Developer and Pibworth and includes their respective successors in title
	"RICS"	means the Royal Institute of Chartered Surveyors

"Part 1 Conditions"	means Part 1 of the Standard Commercial Property Conditions (Third Edition - 2018 Revision) and "Condition" means any one of them.
"Part 2 Conditions"	means Part 2 of the Standard Commercial Property Conditions (Third Edition - 2018 Revision).
"Permission"	means a planning permission for the Proposed Development granted pursuant to the Application in the form of the draft attached to this agreement as Appendix 1
"Plan 1"	means the plan annexed to this agreement and marked Plan 1
"Plan 2"	means the plan annexed to this agreement and marked Plan 2
"Plan 3"	means the plan annexed to this agreement and marked Plan 3
"Planning Appeal"	means an appeal by the Developer against
	(a) the refusal of the Local Planning Authority to grant Permission; or
	(b) the non-determination of the Application; or
	(c) any one or more conditions attached to the Permission
"Planning Authority"	means the Council and the County Council
"Practical Completion"	means the issue of a certificate of practical completion by the Owner's architect or in the event that the Development is constructed by a party other than the Owner the issue of a certificate of practical completion by that other party's architect and "Practically Complete" shall be construed accordingly
"Primary Education Contribution"	means a sum to be calculated and paid to the County Council in accordance with paragraph 1.3 of the Second Schedule to contribute to small scale improvements at Yapton CE Primary School, Yapton or an alternative primary school provision

		elsewhere in the District of Arun.
	"Proposed Development"	means the construction of 70 dwellings, including 30% affordable, public open space and associated landscaping.
	"Provide"	means a) in the case of Affordable Dwelling Units to design and construct such units fit for habitation in accordance with the Design and Quality Standards of the Homes and Communities Agency or any replacement standards (or equivalent standards published by any replacement or successor body) to the reasonable satisfaction of the Approved Body and "Provided" shall be construed accordingly
	"Purchase Price"	means £1 (if demanded)
	"Quashing Order"	means the decision of the court to nullify the Permission granted by the Local Planning Authority or the Secretary of State following a Planning Appeal
	"Registered Provider"	means a provider of Affordable Housing pursuant to the Housing and Regeneration Act 2008
	"Residents"	means the owners and occupiers of individual Dwelling Units to be constructed on the Site
	"RPI Index"	means the "All Items" index figure of the Index of Retail Prices published by the Office for National Statistics or any successor government office, ministry or department
	"Secondary Education Contribution"	means a sum to be calculated and paid to the County Council in accordance with paragraph 2.3 of the Second Schedule to contribute to the expansion of the Ormiston Six Villages Academy, Westergate
	"Section 278 Agreement"	means a highways agreement under section 278 of the Highways Act 1980

	"Shared Ownership Lease"	means a shared ownership lease for a term of years of at least 125 years in the form regulated by the Homes and Communities Agency from time to time and which shall accord with the requirements and be consistent with any model shared ownership lease from time to time established by the Homes and Communities Agency
	"Shared Ownership Units"	means any Affordable Dwelling Units to be Provided as shared ownership units for sale under a Shared Ownership Lease for sale in accordance with this Agreement
	"Section 73 Consent"	means planning permission granted pursuant to section 73(2) of the Town and Country Planning Act 1990
	"Site"	means the land at Stakers Farm located at North End Road, Yapton shown for identification purposes only edged red on Plan 1
	"Sixth Form Education Contribution"	means a sum to be calculated and paid to the County Council in accordance with paragraph 3.3 of the Second Schedule to contribute to restructure St Philip Howard, Catholic School (6 th Form) Barnham to cater for the additional student population
	Third Party	means a person other than the Council; the County Council; the Developer; or Pibworth (or anyone acting on their behalves)
	Third Party Application	means either of the following: (a) a Third Party's application for judicial review of a decision by the Local Planning Authority to grant Permission; or (b) a Third Party's application under section 288 of the Town and Country Planning Act 1990 in respect of a decision by the Secretary of State to grant Permission following a Planning Appeal; including an application to a higher court appealing against a judgement in respect of an application made under (a) or (b) above, given in a lower court
	"Working Day"	means any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in

		England
2.	INTERPRETATION	
2.1	Clause headings shall not affect the interpretation of this Deed.	
2.2	A “ person ” includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).	
2.3	A reference to a “ company ” shall include any company, corporation or other body corporate, where and however incorporated or established.	
2.4	Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.	
2.5	Unless the context otherwise requires a reference to one gender shall include a reference to other genders.	
2.6	A reference to any party shall include that party’s representatives, successors and permitted assigns and to any person deriving title through or under the party and in the case of the Council and the County Council the successors to their respective statutory functions.	
2.7	Unless the context otherwise requires a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.	
2.8	Unless the context otherwise requires a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.	
2.9	A reference to “ writing ” and “ written ” does not include fax or email.	
2.10	References to clauses and Schedules are to the clauses and schedules of this deed	
2.11	An obligation on a party not to do something includes an obligation not to allow that thing to be done	
2.12	Any words following the terms “ including ”, “ include ”, “ in particular ”, “ for example ” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.	
2.13	Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually	
3.	LEGAL BASIS	

	3.1	This Deed is made under Section 106 of the Act Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011.	
	3.2	The covenants, restrictions and requirements imposed upon the Owners under this Deed create planning obligations under Section 106 of the Act and are enforceable by the Council and the County Council as appropriate in accordance with Section 106 of the Act as local planning authorities against the Owners.	
4	CONDITIONALITY		
	4.1	This Deed is conditional upon the later of:	
		4.1.1	the grant of the Planning Permission
		4.1.2	the Commencement of the Development,
		save for the provisions of Clauses 4, 8.1, 8.2, 10,15 and 16 which shall come into effect immediately upon completion of this Deed.	
	4.2	In the event that the Planning Application or any Planning Condition is subject to an appeal then each Planning Obligation in this Deed is also conditional upon:	
		4.2.1	The Secretary of State or the planning inspector deciding the appeal being satisfied that it is:
			4.2.1.1 Necessary to make the Development acceptable in planning terms; and
			4.2.1.2 Directly related to the Development; and
			4.2.1.3 Fairly and reasonably related in scale and kind to the Development; and
			4.2.1.4 Complies, in all other respects with Regulation 122 of the CIL Regulations
		4.2.2	In the event that the Secretary of State or the planning inspector deciding the appeal expressly states in his Decision Letter that any individual planning obligation within the Deed is not compliant with the CIL Regulations and/or the NPPF or is immaterial to the grant of the Planning Permission and that no weight has been given to the same in reaching his decision then that planning obligation or those planning obligations will cease to have effect and shall be void for the purposes of this Deed and shall have no effect and the Owner shall not be obliged to comply with the terms of that obligation and the remaining clauses will remain in full

		force and effect provided that severance is achievable.
	4.3	In the event that the Council or the County Council adopt a charging schedule under the CIL Regulations prior to Planning Permission being granted, the Owners shall be released from any of the obligations in this Deed that relate to an item or project included on the Council and/or County Council's regulation 123 list of infrastructure.
5	THE OWNERS' COVENANTS	
	5.1	The Owners covenant with the Council so as to bind the Site to perform the obligations as set out in the First Schedule
	5.2	The Owners covenant with the County Council so as to bind the Site to perform the obligations as set out in Second Schedule
6	THE COUNCIL'S COVENANTS	
	6.1	The Council covenants with the Owners and the County Council as set out in Third Schedule
	6.2	The Council will grant the Permission within ten Working Days of the date hereof.
7	THE COUNTY COUNCIL'S COVENANTS	
	7.1	The County Council covenants with the Owners and the Council as set out in Fourth Schedule.
8	MISCELLANEOUS	
	8.1	The Owners shall pay to the Council on completion of this Deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed up to £ 4,000.
	8.2	The Owners shall pay to the County Council on completion of this Deed the reasonable legal costs of the County Council incurred in the negotiation, preparation and execution of this Deed up to £1,000.
	8.3	No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
	8.4	This Deed shall be registrable as a local land charge by the Council.
	8.5	Where the agreement, approval, consent or expression of satisfaction is required by the Owners from the Council or the County Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.

	8.6	Following the performance and satisfaction of all the obligations contained in this Deed the Council shall at the Owners' request effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
	8.7	Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
	8.8	This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owners) it is modified by any statutory procedure or expires prior to the Commencement of Development.
	8.9	Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
	8.10	Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council or the County Council under all statutes by laws statutory instruments orders and regulations in the exercise of their functions as a local authority
9	EXCLUSIONS OF LIABILITY	
	9.1	No person shall be liable for any breach of any of the Planning Obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site, or such part of the Site to which the breach relates, but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
	9.2	No person shall be liable for any breach of any of the Planning Obligations or other provisions of this Deed which relate to a part of the Site in which it does not have an interest.
	9.3	This Deed shall not be enforceable against any owner, occupier or tenant of any Dwelling constructed pursuant to the Planning Permission, or their mortgagees, nor against those deriving title from them.
	9.4	Notwithstanding any other provision of this Deed the obligations under this Deed shall not be binding or enforceable against:
	9.4.1	Any mortgagee of any tenant or person to whom an Affordable Housing Provider grants a shared ownership

			lease or any receiver appointed by such mortgagee or any person deriving title through any such mortgagee or receiver.
		9.4.2	Any person to whom a shared ownership lease of an Affordable Dwelling is granted.
		9.4.3	Any person who has acquired a either a reversionary interest or a new lease in an Affordable Dwelling pursuant to the terms of a shared ownership lease.
		9.4.4	Any Affordable Housing Provider or their successors in title.
		9.4.5	Any mortgagee, chargee or receiver of an Affordable Housing Provider or any successor in title to such mortgagee chargee or receiver.
		9.4.6	Any statutory undertakers, service companies or other entities to whom any part of the Site may be transferred, let or otherwise disposed of for the provision of service media, electricity substations, pumping stations, gas governor stations or other similar matters.
	9.5	Any legal charge entered into in respect of the Site or any part of the Site after this Deed has been completed shall take effect subject to this Deed PROVIDED THAT the mortgagee under such a legal charge shall have no liability under this Deed unless it causes the breach after it becomes a mortgagee in possession of the land comprised in the legal charge and the mortgagee shall not be liable for any breach of this Deed that occurs prior to the mortgagee taking possession of the land	
10	WAIVER		
	No waiver (whether expressed or implied) by the Council or Owners of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or the Owners from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.		
11	CHANGE IN OWNERSHIP		
	The Owner agree with the Council to give the Council written notice as soon as reasonably practicable of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site purchased by reference to a plan provided that the Owners shall not be required to give notice to the Council of any change of ownership or the disposal or grant of an interest in any Dwelling at the Site constructed pursuant to the Planning Permission.		

12	FUTURE SECTION 73 CONSENTS		
	12.1	Subject to clauses 12.2 to 12.5 below, if any Section 73 Consent is granted after the date of this Deed:	
		12.1.1	the obligations in this Deed shall relate to and bind such Section 73 Consent; and
		12.1.2	the definitions of Planning Application, Development and Planning Permission (other than for the purposes of clause 1) shall be construed to include reference to (respectively) the planning application for the Section 73 Consent the development permitted by the Section 73 Consent and the Section 73 Consent itself;
	12.2	nothing in this clause shall fetter the discretion of the Council in determining any planning application for a Section 73 Consent and the appropriate planning obligations required in connection with the determination of the same;	
	12.3	to the extent that any of the obligations in this Deed have already been discharged at the date that a Section 73 Consent is granted they shall remain discharged for the purposes of the Section 73 Consent;	
	12.4	the provisions of this clause 12 shall not apply to any Section 73 Consent which necessitates or requires amendments to the substantive terms or obligations of or contained within this Deed; and	
	12.5	the Council reserves the right to insist upon the completion of a separate planning obligation by deed of agreement in connection with any Section 73 Consent if the Council (acting reasonably) considers it necessary to do so.	
13	INDEX LINKED		
	13.1	Unless there is an express provision to the contrary the Owners agree with the Council that any sum payable by the Owners and referred to in the First Schedule shall be increased by the application of the following formula:	
		A = (B x C) divided by D	
	Where	A	is the sum actually payable on the Specified Date
		B	is the original sum mentioned in this Deed
		C	is the RPI Index for the month two months before the Specified Date
		D	is the RPI Index for the month two months before the date that Planning Permission is granted
		C/D	is equal to or greater than 1

	13.2	Unless there is an express provision to the contrary the Owners agree with the County Council that any sum payable by the Owners and referred to in the Second Schedule shall be increased by the application of the following formula:	
		A = (B x C) divided by D	
	Where	A	is the sum actually payable on the Specified Date
		B	is the original sum mentioned in this Deed
		C	is the BCIS Index for the quarter preceding the Specified Date
		D	is the BCIS Index for the quarter preceding the date that Planning Permission is granted
		C/D	is equal to or greater than 1
	13.3	Where reference is made to an index (including the RPI Index the CPI Index and the BCIS Index) and that index ceased to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this Deed) or in the event the index is not replaced to an alternative reasonably comparable basis or index as the Council or the County Council (as applicable) shall advise the Owners in writing.	
14	INTEREST		
	If any payment due under this Deed is paid late, interest will be payable on the unpaid sum at the Interest Rate and shall accrue on a daily basis for the period from the date payment is due to and including the date of payment.		
15	VAT		
	All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable (if any).		
16	NOTICES		
	16.1	A notice or other communication to be given under or in connection with this deed must be in writing and must be:	
		16.1.1	delivered by hand; or
		16.1.2	sent by pre paid first class post or other next working day delivery service.
	16.2	Any notice or other communication to be given under this deed must be sent to the relevant party as follows:	
		16.2.1	to the Council at: Arun Civic Centre Maltravers Road, Littlehampton, West Sussex BN17 5LF marked for the attention of the Planning Department and quoting the Planning Application number;

		16.2.2	to the County Council at Monitoring and Records Team, Strategic Planning Division, County Hall, West Street, Chichester, West Sussex, PO19 1RQ quoting the Planning Application number:
		16.2.3	to the Owner at: Stakers Farm North End Road, Yapton, Arundel, West Sussex, United Kingdom, BN18 0DU and copied to Andrew Wilmot-Smith and Sophie Henwood at Boodle Hatfield LLP, 240 Blackfriars Road, London, SE1 8NW
			or at such other address as the relevant party shall specify by notice to the other parties
	16.3	Any notice or other communication given in accordance with clause 16.1 and clause 16.2 will be deemed to have been received:	
		16.3.1	if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the address provided that if delivery occurs before 9 am on a Working Day, the notice will be deemed to have been received at 9 am on that day, and if delivery occurs after 5 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9 am on the next Working Day;
		16.3.2	if sent by pre paid first class post or other next working day delivery service at 9 am on the second Working Day after posting.
	16.4	A notice or other communication given under this deed shall not be validly given if sent by email.	
	16.5	This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.	
17	CANCELLATION OF ENTRIES		
	17.1	On the written request of the Owner at any time after each or all of the obligations have been performed or otherwise discharged the Council and / or the County Council (as appropriate) will issue a written confirmation of such performance or discharge.	
	17.2	Following the performance and full satisfaction of all the terms of this agreement or if this deed is determined pursuant to Clause 8.8 and the Council and / or the County Council (as appropriate) will on the written request of the Owner cancel all entries made in the local land charges register in respect of this deed.	

18	REASONABLENESS
	Any approval, consent, direction, authority, agreement or action to be given by the Council or the County Council under this deed shall not be unreasonably withheld or delayed.
19	JURISDICTION
	This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the non exclusive jurisdiction of the courts of England.
20	DELIVERY
	The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

FIRST SCHEDULE			
The Owners Covenants with the Council			
The Owners covenant with the Council as follows:			
1	AFFORDABLE HOUSING		
	1.1	That not less than 30% of the Dwelling Units shall be provided as Affordable Housing in accordance with the Affordable Housing Tenure Split.	
	1.2	Not to commence the construction of any Dwellings at the Development until the Affordable Housing Scheme has been submitted to and approved by the Council.	
	1.3	To construct the Affordable Housing at the Development in accordance with the approved Affordable Housing Scheme.	
	1.4	Subject to the provisions of this paragraph 1, once Practically Complete, the Affordable Dwellings shall only be disposed of:	
		1.4.1	by an Owner to an Affordable Housing Provider;
		1.4.2	by way of mortgage or charge;
		1.4.3	in accordance with the provisions in paragraph 1.6 and 1.7 or
		1.4.4	as part of a sale of the whole of the Site.
	1.5	Subject to the following provisions of this paragraph 1 the Owners shall not allow Occupation of more than 30 of the Open Market Units at the Development:	
		1.5.1	prior to entering into a contract or contracts for the transfer of the Affordable Dwellings in the Development to an Affordable Housing Provider or Providers (such offer to have been made to the Affordable Housing Provider or Providers in accordance with the provisions of paragraphs 1.6) and prior to 15 Affordable Dwellings having been constructed and made available for Occupation, or
		1.5.2	where the First Offer and Second Offers (as defined in paragraph 1.6) have not been accepted, the payment of the Commuted Sum pursuant to the provisions of paragraphs 1.7 and 1.8 below
	1.6	Mechanics of Transfer	
		1.6.1	Before permitting Occupation of more than 30 of the Open Market

			Units at the Development, the Developer must make an offer to enter into a contract to transfer the Affordable Housing to an Affordable Housing Provider (the identity of which is at the discretion of the Developer) on such terms as the Developer considers appropriate ("the First Offer")
		1.6.1.1	The First Offer shall remain open for acceptance for no less than two (2) months ("First Offer Period") from the date of the First Offer being made.
		1.6.2	Second Offer
		1.6.2.1	In the event that the First Offer made in accordance with paragraph 1.6.1 above is not accepted within the First Offer Period then the Owners shall make a second offer to transfer the Affordable Dwellings to an Affordable Housing Provider (the identity of which is at the discretion of the Developer) ("Second Offer") not later than one (1) month after the expiry of the First Offer Period.
		1.6.2.2	The Second Offer shall consist of the terms identical or better than the First Offer subject to revisions necessitated by the lapse of time and shall remain open for acceptance for no less than two (2) months ("Second Offer Period") from the date of the Second Offer being made.
Commuted Sum Payable if First And Second Offer Not Implemented			
	1.7	In the event that the Second Offer is not accepted within the Second Offer Period then the Owners may:	
		1.7.1	pay on or before the occupation of 30 of the Open Market Units the Affordable Housing Commuted Sum to the Council whereupon once such sum has been paid to the Council the Owners and any successors in title shall be released from the provisions of this paragraph 1 insofar as it relates to the Affordable Dwellings and the Affordable Dwellings may be sold on the open market as Open Market Units; or
		1.7.2	Dispose of all or any of the Affordable Dwellings as Intermediate Units to an Affordable Housing Provider; or
		1.7.3	Dispose of all or any of the Affordable Dwellings to purchasers nominated through Help to Buy East and South East at a discount of 20% of the Open Market Value with a covenant on the part of the donee not to sell the relevant Dwelling Unit other than at a

			discount of 20% of the Open Market Value and not to dispose of the relevant Dwelling Unit without procuring that its disponee provides a similar covenant
	1.8	The Affordable Housing Commuted Sum shall be calculated in accordance with the following formula: X multiplied by Y = the Affordable Housing Commuted Sum	
		Where:	
		X=	£80,000; and
		Y=	the number of Affordable Dwellings which will not be provided on the Site as part of the Development in accordance with the terms of this Agreement.
Form of Transfer and Nomination Agreement			
	1.9	The Owners covenant with the Council that any transfer of Affordable Dwellings to an Affordable Housing Provider will contain the following provisions:	
		1.9.1	The grant by the Owners of all rights and access and passage of services and other rights reasonably necessary to the beneficial enjoyment of those Affordable Dwellings;
		1.9.2	A reservation of all rights and access and passage of services and other rights reasonably necessary for the benefit of the remainder of the Dwellings on the Site; and
		1.9.3	The imposition of such covenants as the Owners shall reasonably require and are consistent with the sale of any Open Market Unit.
		1.9.4	A requirement to enter into a Nominations Agreement substantially in the terms of the draft agreement set out in Appendix 6 of this Agreement with such changes as the parties, acting reasonably, agree.
2	PROVISION OF PUBLIC OPEN SPACE AND LEAP		
	2.1	Prior to the commencement of the Development to submit the Open Space Scheme, to the Council for approval.	
	2.2	Prior to first Occupation of the first (1 st) Dwelling Unit to obtain the written agreement of the Council to the Open Space Scheme	
	2.3	Shall not cause or permit the first Occupation of the fiftieth (50 th) Dwelling until the Open Space has been provided and laid out in accordance with the Open Space Specification	

2.4	Shall not cause or permit first Occupation of the fiftieth (50 th) Dwelling until the Owner has notified the Council in writing as to whether it has elected to		
2.4.1	transfer the Open Space to the Management Company		
2.4.2	transfer the Open Space to the Council and if it so elects the Completion Date for this transfer		
2.5	If the Owner under paragraph 2.4.2 above elects to transfer the Open Space to the Council, prior to first Occupation of the final dwelling in the Development the Owner shall pay to the Council the Open Space and LEAP Maintenance Commuted Sum.		
2.6	If the Owner elects under paragraph 2.4.1 to transfer the Open Space to the Management Company, it shall effect the transfer of the Open Space before the later of (a) first Occupation of the final Dwelling; and (b) incorporation of the Management Company.		
2.7	If the Owner elects under paragraph 2.4.2 above to transfer the Open Space to the Council ("the Option Notice"), the Owner will sell and the Council will buy the Open Space for the Purchase Price on the terms of this paragraph 2.7. The Council cannot require the Owner to transfer the Open Space in more than one parcel or by more than one transfer.		
2.7.1	Upon exercise of the Option Notice, the Part 1 Conditions will be incorporated in this agreement so far as they:		
2.7.1.1	apply to a sale by private treaty;		
2.7.1.2	relate to freehold property;		
2.7.1.3	are not inconsistent with the other clauses in this agreement; and		
2.7.1.4	have not been modified or excluded by any of the other clauses in this agreement.		
2.7.2	The terms of this agreement have the same meaning when used in the Part 1 Conditions.		
2.7.3	References in the Part 1 Conditions to:		
2.7.3.1	"seller" means the Owner;		
2.7.3.2	"buyer" means the Council; and		
2.7.3.3	"property" means the Open Space.		
2.7.4	Upon exercise of the Option Notice, the Part 2 Conditions will not be		

			incorporated into this agreement.
		2.7.5	The following Conditions are amended:
		2.7.5.1	Condition 1.1.1(d) so that reference to completion date in Condition 1.1.1(d) is to the Completion Date as defined by this agreement;
		2.7.5.2	Condition 1.1.1(p) so that reference to working day in Condition 1.1.1(p) is to Working Day as defined in this agreement;
		2.7.5.3	Condition 1.1.3(b), so as to read "in the case of the seller, even though a mortgage remains secured on the property, if the amount to be paid on completion enables the property to be transferred freed of all mortgages, (except those to which the sale is expressly subject) or if the seller produces reasonable evidence that this is the case";
		2.7.5.4	Condition 9.1.1 by the deletion of the words "Completion date is twenty working days after the date of the contract";
		2.7.5.5	Conditions 9.1.2 and 9.1.3, by the deletion of 2.00 pm as the stipulated time and the substitution of 1.00 pm;
		2.7.5.6	Condition 9.4, so as to add "(d) any other sum which the parties agree under the terms of the contract should be paid or allowed on completion";
		2.7.5.7	Condition 9.7 so as to read "The buyer is to pay the money due on completion by Electronic Payment and, if appropriate, by an unconditional release of a deposit held by a stakeholder"; and
		2.7.5.8	Condition 10.1, so the first paragraph reads, "If any plan or statement in the contract, or in written replies which the seller's conveyancer has given to any enquiry raised by the buyer's conveyancer before the date of the contract, is or was misleading or inaccurate due to any error or omission, the remedies available are as follows:".
		2.7.5.9	The following Conditions will not apply: 1.1.4(a); 1.2; 1.3; 1.5; 2.1; 2.2; 3.2.1; 3.2.2; 4.1.1; 4.1.2; 4.1.3; 7.1; 7.2; 7.3.1; 7.4.2; 7.6.5(b); 8.2.2; 8.2.3; 8.2.4(b); 9.2.1; and 9.8.3

		2.7.6	The Owner's title to the Property has been deduced to the Council before the date of this Agreement and the Council is deemed to have full knowledge of the Owner's title to the Open Space and is not entitled to raise any objection, enquiry, requisition or claim in relation to it.	
		2.7.7	The transfer to the Council:	
		2.7.7.1	a declaration as to the title guarantee with which the transfer is made	
		2.7.7.2	a provision that the disposition effected by the transfer is made subject to all the matters to which this agreement is made subject as set out in Condition 3.1.2	
		2.7.7.3	a provision that all matters recorded at the date of the transfer in registers open to public inspection, are deemed to be within the actual knowledge of the Council for the purposes of section 6(2)(a) of the Law of Property (Miscellaneous Provisions) Act 1994, notwithstanding section 6(3) of that Act;	
		2.7.7.4	provision that the Open Space will not, by virtue of the transfer, have any rights or easements or the benefit of any other matters over land retained by the Owner and a provision that section 62 of the Law of Property Act 1925 is qualified so as not to include any liberties, privileges, easements, rights or advantages over land retained by the Owner except as expressly mentioned in or created by the transfer;	
		2.7.7.5	a covenant by the Owner by way of indemnity only, on its own behalf and on behalf of its successors in title, to observe and perform the charges, incumbrances, covenants and restrictions contained or referred to in the property and charges registers of WSX393498 in so far as they are subsisting and capable of taking effect and will keep the Owner indemnified against all proceedings, costs, claims and expenses arising from any failure to do so	
		2.7.8	The Owner and the Council will execute the transfer in original and counterpart.	
		2.7.9	In the event of exercise of the Option Notice, completion will take place on the Completion Date.	
3	NHS CONTRIBUTION			

3.1	Prior to the commencement of the Development to pay to the Council the NHS Contribution ;
3.2	Not to cause or allow the commencement of the Development until the NHS Contribution has been paid to the Council.
4	HIGHWAYS ENGLAND CONTRIBUTION
4.1	Subject to confirmation from Highways England that the Highways Works are required to be delivered the Owner shall, prior to the Occupation of the fiftieth (50 th) Open Market Unit: (a) enter into a section 278 Agreement with Highways England in such form as is reasonably acceptable to the Owner; and (b) undertake and complete the Highway Works to the reasonable satisfaction of Highways England.
4.2	Shall not cause or allow the fiftieth (50 th) Open Market Unit to be Occupied unless, subject to confirmation from Highways England that the Highways Works are required, has undertaken and completed the Highways Works to the satisfaction of Highways England
4.3	In the event that Highways England identify that the Highways Works are not required to be delivered, the Owner shall pay the Highway Contribution to Highways England prior to Occupation of the fiftieth (50 th) Open Market Unit
4.4	Shall not cause or allow the fiftieth (50 th) Open Market Unit to be Occupied until, in the event that Highways England confirm that the Highways Works are not to be delivered, the Owner has paid to Highways England the Highways Contribution.
4.5	In the event that the Highway Contribution is paid Highways England will covenant that if by 31 December 2032 the Highways Contribution or any part thereof remains unspent Highways England shall return such unspent contribution to the person who paid the Highways Contribution.

SECOND SCHEDULE**The Owner's Covenants with the County Council****1 PRIMARY EDUCATION CONTRIBUTION**

- 1.1 Prior to the Commencement of the Development to pay to the County Council the Primary Education Contribution.
- 1.2 Not to cause or allow the Commencement of the Development before the Primary Education Contribution has been paid to the County Council.
- 1.3 The Primary Education Contribution shall be £213,198 if the reserved matters application for the Development is for the Housing Mix otherwise, the Primary Education Contribution shall be calculated using the following formula:

$$\text{DfE figure (Primary)} \times \text{ACP} = \text{Primary Education Contribution}$$

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 open market units and shared ownership affordable housing units as approved by a subsequent reserved matters planning application. 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 the 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)

DfE Figure = Department for Education (DfE) Primary school building costs per pupil place which is £17,920

The parties agree that the Primary Education Contribution will be calculated by inputting the relevant housing mix into the spreadsheet annexed to the e-mail from Katie Kam to Sophie Henwood on 13 September 2018 and timed at 14:45:03 and utilising the figure that this spreadsheet determines as the Primary Education Contribution (which is attached to this Agreement at Appendix 9).

2	SECONDARY EDUCATION CONTRIBUTION																										
	2.1	Prior to the Commencement of the Development to pay to the County Council the Secondary Education Contribution.																									
	2.2	Not to cause or allow the Commencement of the Development before the Secondary Education Contribution has been paid to the County Council.																									
	2.3	The Secondary Education Contribution shall be £229,446 if the reserved matters application for the Development is for the Housing Mix otherwise, the Second Education Contribution shall be calculated using the following formula: DfE figure (Secondary) x ACP = Secondary Education Contribution 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 open market units and shared ownership affordable housing units as approved by a subsequent reserved matters planning application. The following criteria are used to generate a child product: <table><tr><th colspan="2">Dwelling Size</th><th colspan="2">Occupancy</th></tr><tr><th></th><th></th><th>House</th><th>Flat</th></tr><tr><td>1 bed</td><td>=</td><td>1.5</td><td>1.3</td></tr><tr><td>2 bed</td><td>=</td><td>1.9</td><td>1.9</td></tr><tr><td>3 bed</td><td>=</td><td>2.5</td><td>2.4</td></tr><tr><td>4 + bed</td><td>=</td><td>3.0</td><td>2.8</td></tr></table> Using the above occupancy rates to determine an overall population increase the following factors are applied. According to the 2001 census data, there are 14 persons per 1000 population in each school year group for houses and 5 persons per 1000 population in each school year group for flats. There are 5 year groups for secondary (years 7 to 11) DfE Figure = Department for Education (DfE) Secondary school building costs per pupil place which is £27,000 The parties agree that the Secondary Education Contribution will be calculated by inputting the relevant housing mix into the spreadsheet annexed to the e-mail from Katie Kam to Sophie Henwood on 13 September 2018 and timed at 14:45:03 and utilising the figure that this spreadsheet determines as the Secondary Education Contribution.		Dwelling Size		Occupancy				House	Flat	1 bed	=	1.5	1.3	2 bed	=	1.9	1.9	3 bed	=	2.5	2.4	4 + bed	=	3.0	2.8
Dwelling Size		Occupancy																									
		House	Flat																								
1 bed	=	1.5	1.3																								
2 bed	=	1.9	1.9																								
3 bed	=	2.5	2.4																								
4 + bed	=	3.0	2.8																								
3	6 th FORM EDUCATION CONTRIBUTION																										
	3.1	Prior to the Commencement of the Development to pay to the County Council the Sixth Form Education Contribution.																									
	3.2	Not to cause or allow the Commencement of the Development before the																									

		Sixth Form Education Contribution has been paid to the County Council.																								
	3.3	The Sixth Form Education Contribution shall be £53,751 if the reserved matters application for the Development is for the Housing Mix otherwise, the Sixth Form Education Contribution shall be calculated using the following formula: $\text{DfE figure (Primary)} \times \text{ACP} = \text{Sixth Form Education Contribution}$ 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 open market units and shared ownership affordable housing units as approved by a subsequent reserved matters planning application. The following criteria are used to generate a child product: <table><tr><th>Dwelling Size</th><th></th><th colspan="2">Occupancy</th></tr><tr><th></th><th></th><th>House</th><th>Flat</th></tr><tr><td>1 bed</td><td>=</td><td>1.5</td><td>1.3</td></tr><tr><td>2 bed</td><td>=</td><td>1.9</td><td>1.9</td></tr><tr><td>3 bed</td><td>=</td><td>2.5</td><td>2.4</td></tr><tr><td>4 + bed</td><td>=</td><td>3.0</td><td>2.8</td></tr></table> Using the above occupancy rates to determine an overall population increase the following factors are applied. According to the 2001 census data, there are 14 persons per 1000 population in each school year group for houses and 5 persons per 1000 population in each school year group for flats. There are 2 year groups for further secondary (years 12 to 13). DfE Figure = Department for Education (DfE) Further Secondary school building costs per pupil place which is £29,283, The parties agree that the Sixth Form Education Contribution will be calculated by inputting the relevant housing mix into the spreadsheet annexed to the e-mail from Katie Kam to Sophie Henwood on 13 September 2018 and timed at 14:45:03 and utilising the figure that this spreadsheet determines as the Sixth Form Education Contribution.	Dwelling Size		Occupancy				House	Flat	1 bed	=	1.5	1.3	2 bed	=	1.9	1.9	3 bed	=	2.5	2.4	4 + bed	=	3.0	2.8
Dwelling Size		Occupancy																								
		House	Flat																							
1 bed	=	1.5	1.3																							
2 bed	=	1.9	1.9																							
3 bed	=	2.5	2.4																							
4 + bed	=	3.0	2.8																							
4	LIBRARY CONTRIBUTION																									
	4.1	Prior to the Commencement of the Development to pay to the County Council the Library Contribution.																								
	4.2	Not to cause or allow the Commencement of the Development before the Library Contribution has been paid to the County Council.																								
	4.3	The Library Contribution shall be £22,316 if the reserved matters application for the Development is for the Housing Mix otherwise, the Library Contribution shall be calculated using the following formula: $L \times AP = \text{Library Contribution where:}$ Note: x = 'multiplied by'																								

		AP (Additional Persons) = the estimated number of additional persons generated by the Development calculated by reference to the total number of open market units and shared ownership affordable housing units, as approved by a subsequent reserve matters planning application. The following figures are used to generate the estimated number of additional persons: <table><tr><th rowspan="2">Dwelling Size</th><th rowspan="2"></th><th colspan="2">Occupancy</th></tr><tr><th>House</th><th>Flat</th></tr><tr><td>1 bed</td><td>=</td><td>1.5</td><td>1.3</td></tr><tr><td>2 bed</td><td>=</td><td>1.9</td><td>1.9</td></tr><tr><td>3 bed</td><td>=</td><td>2.5</td><td>2.4</td></tr><tr><td>4 + bed</td><td>=</td><td>3.0</td><td>2.8</td></tr></table> L = extra library space in sqm. per 1,000 population x the library cost multiplier (which are 30 sqm. and £5252 per sqm. respectively). The parties agree that the Library Contribution will be calculated by inputting the relevant housing mix into the spreadsheet annexed to the e-mail from Katie Kam to Sophie Henwood on 13 September 2018 and timed at 14:45:03 and utilising the figure that this spreadsheet determines as the Library Contribution.	Dwelling Size		Occupancy		House	Flat	1 bed	=	1.5	1.3	2 bed	=	1.9	1.9	3 bed	=	2.5	2.4	4 + bed	=	3.0	2.8
Dwelling Size		Occupancy																						
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2 bed	=	1.9	1.9																					
3 bed	=	2.5	2.4																					
4 + bed	=	3.0	2.8																					
5.	CYCLE IMPROVEMENTS CONTRIBUTION																							
	5.1	Prior to the Commencement of the Development to pay to the County Council the Cycle Improvements Contribution.																						
	5.2	Not to cause or allow the Commencement of the Development before the Cycle Improvements Contribution has been paid to the County Council.																						
6	FIRE AND RESCUE INFRASTRUCTURE CONTRIBUTION																							
	6.1	Prior to first Occupation of the thirtieth (30th) Dwelling to pay to the County Council the Fire and Rescue Infrastructure Contribution.																						
	6.2	Not to cause or allow first Occupation of the thirtieth (30th) Dwelling before the Fire and Rescue Infrastructure Contribution has been paid to the County Council.																						
	6.3	The Fire and Rescue Infrastructure Contribution shall be £1,821 if the reserved matters application for the Development is for the Housing Mix otherwise, the Fire and Rescue Contribution shall be calculated using the following formula: $Y \times Z = \text{Fire and Rescue Infrastructure Contribution}$ Where: x = multiplied by																						

		Y = The estimated adjusted increase in population generated by the Development, calculated by reference to the total number of Open Market Units and Shared Ownership Units as approved by an approval of reserved matters planning permission subsequent to the Planning Permission. Using the latest published occupancy rates from census statistics published by the Office for National Statistics, with the current occupancy rates given as a guideline: <table><tr><th>Dwelling Size</th><th></th><th colspan="2">Occupancy</th></tr><tr><th></th><th></th><th>House</th><th>Flat</th></tr><tr><td>1 bed</td><td>=</td><td>1.5</td><td>1.3</td></tr><tr><td>2 bed</td><td>=</td><td>1.9</td><td>1.9</td></tr><tr><td>3 bed</td><td>=</td><td>2.5</td><td>2.4</td></tr><tr><td>4 + bed</td><td>=</td><td>3.0</td><td>2.8</td></tr></table>		Dwelling Size		Occupancy				House	Flat	1 bed	=	1.5	1.3	2 bed	=	1.9	1.9	3 bed	=	2.5	2.4	4 + bed	=	3.0	2.8
Dwelling Size		Occupancy																									
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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 information, for 2018/19 is £15 for Southern Division)																									
		The parties agree that the Fire and Rescue Infrastructure Contribution will be calculated by inputting the relevant housing mix into the spreadsheet annexed to the e-mail from Katie Kam to Sophie Henwood on 13 September 2018 and timed at 14:45:03 and utilising the figure that this spreadsheet determines as the Fire and Rescue Infrastructure Contribution.																									
7	EDUCATION FACILITY LAND																										
	7.1	On or before the Education Facility Land Completion Date the Developer shall transfer the Education Facility Land to the County Council using the Education Facility Transfer Document.																									
	7.2	The Developer will sell and the County Council will buy the Education Facility Land for the Education Facility Purchase Price on the terms of this paragraph 7 and The County Council shall pay the Education Facility Land Purchase Price to the Developer on the Education Facility Land Completion Date																									
	7.3	The Part 1 Conditions will be incorporated in this agreement so far as they apply to a sale by private treaty, relate to freehold property, are not inconsistent with the other clauses in this agreement and have not been modified or excluded by any of the other clauses in this agreement																									
	7.4	The terms of this agreement have the same meaning when used in the Part 1 Conditions.																									
	7.4.1	References in the Part 1 Conditions to:																									
		7.4.1.1	"seller" means the Developer;																								
		7.4.1.2	"buyer" means the County Council; and																								

		7.4.1.3	"property" means the Education Facility Land.
	7.4.2		the Part 2 Conditions will not be incorporated into this agreement.
	7.4.3		The following Conditions are amended:
		7.4.3.1	Condition 1.1.1(d) so that reference to completion date in Condition 1.1.1(d) is to the Education Facility Land Completion Date as defined by this agreement;
		7.4.3.2	Condition 1.1.1(p) so that reference to working day in Condition 1.1.1(p) is to Working Day as defined in this agreement;
		7.4.3.3	Condition 1.1.3(b), so as to read "in the case of the seller, even though a mortgage remains secured on the property, if the amount to be paid on completion enables the property to be transferred freed of all mortgages, (except those to which the sale is expressly subject) or if the seller produces reasonable evidence that this is the case";
		7.4.3.4	Condition 4.1.2 is varied by the addition of sub-clause (f) which reads: "any matters which are unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002"
		7.4.3.5	Condition 9.1.1 by the deletion of the words "Completion date is twenty working days after the date of the contract";
		7.4.3.6	Conditions 9.1.2 and 9.1.3, by the deletion of 2.00 pm as the stipulated time and the substitution of 1.00 pm;
		7.4.3.7	Condition 9.4, so as to add "(d) any other sum which the parties agree under the terms of the contract should be paid or allowed on completion";
		7.4.3.8	Condition 9.7 so as to read "The buyer is to pay the money due on completion by Electronic Payment and, if appropriate, by an unconditional release of a deposit held by a stakeholder"; and
		7.4.3.9	Condition 10.1, so the first paragraph reads, "If any plan or statement in the contract, or in written replies which the seller's conveyancer has given to any enquiry raised by the buyer's conveyancer before the date of the contract, is or was misleading or inaccurate due to any error or omission, the remedies available are as follows:".
		7.4.3.10	The following Conditions will not apply: 1.1.4(a); 1.2; 1.3; 2.1; 2.2; 3.2.1; 3.2.2; 4.1.1; 4.1.2; 4.1.3; 7.1; 7.3.1; 7.4.2; 7.6.5(b); 8.2.2; 8.2.3; 8.2.4(b); 9.2.1; and 9.8.3

	7.5	
	7.5.1	The Developer's shall procure that prior to the transfer the freehold estate of the Education Facility Land to the County Council the Overage Obligation is either fully discharged or that the Education Facility Land is released from the Overage Obligation and that the Education Facility Land is transferred free of the Overage Obligation.
	7.5.2	Within a reasonable period of time following completion of the transfer of the Education Facility Land the Developer shall hand over to the County Council all necessary consents, withdrawal of Restriction forms and certificates to ensure that the County Council shall be able to register the Education Facility Land Transfer at the Land Registry and that no Land Registry Restrictions shall be entered on the County Council's Proprietorship Register for the Land Registry title to the Education Facility Land
	7.5.3	The Developer shall transfer the Education Facility Land to the County Council free of all financial charges
	7.6	The transfer of the Education Facility Land shall be in the form of the Education Facility Transfer Document
	7.7	The Developers title to the Education Facility Land has been deduced to the County Council before the date of this Agreement and the County Council is deemed to have full knowledge of the Developer's title and is not entitled to raise any objection, enquiry, requisition or claim in relation to it.
	7.8	The Developer and the County Council will execute the Education Facility Transfer Document in original and counterpart.
	7.9	Completion will take place on the Education Facility Completion Date.
	7.10	The Education Facility Land shall be transferred to the County Council with vacant possession

THIRD SCHEDULE		
The Council's Covenants		
1	NHS CONTRIBUTION	
	1.1	Upon receipt of the NHS Contribution under paragraph 3 of First Schedule it will hold it in a separately identified interest bearing section of the Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified by this Deed in the vicinity of the Site.
	1.2	Upon written request on or after ten (10) years of the date of receipt of the NHS Contribution to issue to the party that paid the NHS Contributions an account certified by the Director of Finance for the time being of the Council detailing how the NHS Contribution has been expended by the Council.
	1.3	If or to the extent that any of the NHS Contribution shall not have been spent by the Council by the end of the period referred to in paragraph 1.2 above the Council shall on such date refund to the party that paid the NHS Contribution any unexpended part of any of the NHS Contribution together with compound interest on the unexpended part from the date of receipt by the Council of the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.
	1.4	If at the end of the period referred to in paragraph 1.2 of this Schedule the Council shall have entered into a contract or other legally binding obligation to expend the NHS Contribution or part thereof for the purposes specified in paragraph 1.1 then the Council shall not be required to refund any part of the NHS Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the NHS Contribution in the manner set out in paragraph 1.2 of this Schedule and refund any unexpended part of the NHS Contribution in the manner set out in paragraph 1.3 of this Schedule.

FOURTH SCHEDULE		
County Council Covenants		
The County Council covenants with the Owner as follows:		
1	Primary Education Contribution	
	1.1	Upon receipt of the Primary Education Contribution under paragraph 1 of Second Schedule it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified by this Deed in the vicinity of the Site.
	1.2	Upon written request on or after ten (10) years of the date of receipt of the final instalment of the Primary Education Contribution to issue to the party that paid the Primary Education Contribution an account certified by the Director of Finance, Performance and Procurement for the time being of the County Council detailing how the Primary Education Contribution has been expended by the County Council.
	1.3	If or to the extent that any of the Primary Education Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 1.2 above the County Council shall on such date refund to the party that paid the Primary Education Contribution any unexpended part of any of Primary Education Contribution together with compound interest on the unexpended part(s) from the date of receipt by the County Council of the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.
	1.4	If at the end of the period referred to in paragraph 1.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Primary Education Contribution or part thereof for the purposes specified in paragraph 1.1 then the County Council shall not be required to refund any part of the Primary Education Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Primary Education Contribution in the manner set out in paragraph 1.2 of this Schedule and refund any unexpended part of the Primary Education Contribution in the manner set out in paragraph 1.3 of this Schedule

2	SECONDARY EDUCATION CONTRIBUTION	
	2.1	Upon receipt of each instalment of the Secondary Education Contribution under paragraph 2 of the Second Schedule it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified by this Deed in the vicinity of the Site.
	2.2	Upon written request on or after ten (10) years of the date of receipt of the final instalment of the Secondary Education Contribution to issue to the party that paid the Secondary Education Contribution an account certified by the Director of Finance, Performance and Procurement for the time being of the County Council detailing how the Secondary Education Contribution has been expended by the County Council.
	2.3	If or to the extent that any of the Secondary Education Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 2.2 above the County Council shall on such date refund to the party that paid the Secondary Education Contribution any unexpended part of any of Secondary Education Contribution together with compound interest on the unexpended part(s) from the date of receipt by the County Council of the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.
	2.4	If at the end of the period referred to in paragraph 2.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Secondary Education Contribution or part thereof for the purposes specified in paragraph 2.1 then the County Council shall not be required to refund any part of the Secondary Education Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Secondary Education Contribution in the manner set out in paragraph 2.2 of this Schedule and refund any unexpended part of the Secondary Education Contribution in the manner set out in paragraph 2.3 of this Schedule.
3	6 th Form Education Contribution	
	3.1	Upon receipt of the 6 th Form Education Contribution under paragraph 3 of Second Schedule it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified by this Deed in the vicinity of the Site.

	3.2	Upon written request on or after ten (10) years of the date of receipt of the final instalment of the 6th Form Education Contribution to issue to the party that paid the 6th Form Education Contribution an account certified by the Director of Finance, Performance and Procurement for the time being of the County Council detailing how the 6th Form Education Contribution has been expended by the County Council.
	3.3	If or to the extent that any of the 6th Form Education Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 3.2 above the County Council shall on such date refund to the party that paid the 6th Form Education Contribution any unexpended part of any of 6th Form Education Contribution together with compound interest on the unexpended part(s) from the date of receipt by the County Council of the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.
	3.4	If at the end of the period referred to in paragraph 3.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the 6th Form Education Contribution or part thereof for the purposes specified in paragraph 3.1 then the County Council shall not be required to refund any part of the 6th Form Education Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the 6th Form Education Contribution in the manner set out in paragraph 3.2 of this Schedule and refund any unexpended part of the Further Education Contribution in the manner set out in paragraph 3.3 of this Schedule.
4	LIBRARY CONTRIBUTION	
	4.1	Upon receipt of the Library Contribution under paragraph 4 of Schedule 2 it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified by this Deed in the vicinity of the Site.
	4.2	Upon written request on or after ten (10) years of the date of receipt of the final instalment of the Library Contribution to issue to the party that paid the Library Contribution an account certified by the Director of Finance, Performance and Procurement for the time being of the County Council detailing how the Library Contribution has been expended by the County Council.
	4.3	If or to the extent that any of the Library Contribution shall not

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

5.4	If at the end of the period referred to in paragraph 5.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Cycle Improvements Contribution or part thereof for the purposes specified in paragraph 5.1 then the County Council shall not be required to refund any part of the Cycle Improvements Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Cycle Improvements Contribution in the manner set out in paragraph 5.2 of this Schedule and refund any unexpended part of the Cycle Improvements Contribution in the manner set out in paragraph 5.3 of this Schedule.
6	Fire and Rescue Infrastructure Contribution
6.1	Upon receipt of the Fire and Rescue Infrastructure Contribution under paragraph 6 of the Second Schedule it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified by this Deed in the vicinity of the Site.
6.2	Upon written request on or after ten (10) years of the date of receipt of the final instalment of the Fire and Rescue Infrastructure Contribution to issue to the party that paid the Fire and Rescue Infrastructure Contribution an account certified by the Director of Finance, Performance and Procurement for the time being of the County Council detailing how the Fire and Rescue Infrastructure Contribution has been expended by the County Council.
6.3	If or to the extent that any of the Fire and Rescue Infrastructure Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 6.2 above the County Council shall on such date refund to the party that paid the Fire and Rescue Infrastructure Contribution any unexpended part of any of Fire and Rescue Infrastructure Contribution together with compound interest on the unexpended part(s) from the date of receipt by the County Council of the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.
6.4	If at the end of the period referred to in paragraph 6.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Fire and Rescue Infrastructure Contribution or part thereof for the purposes specified in paragraph 6.1 then the County Council shall not be required to refund any part of the Fire and Rescue Infrastructure Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other

		legally binding commitment account to the party that paid the Fire and Rescue Infrastructure Contribution in the manner set out in paragraph 6.2 of this Schedule and refund any unexpended part of the Fire and Rescue Infrastructure Contribution in the manner set out in paragraph 6.3 of this Schedule.
7	Calculations of Contributions	
	7.1	Within 28 days of the Owner's request (will shall not be made before the reserved matters application for the Development has been submitted and approved by the Council), the County Council shall calculate the Primary Education Contribution due to the County Council pursuant to the provisions of paragraph 1.3 of the Second Schedule.
	7.2	Within 28 days of the Owner's request (will shall not be made before the reserved matters application for the Development has been submitted and approved by the Council), the County Council shall calculate the Secondary Education Contribution due to the County Council pursuant to the provisions of paragraph 2.3 of the Second Schedule.
	7.3	Within 28 days of the Owner's request (will shall not be made before the reserved matters application for the Development has been submitted and approved by the Council), the County Council shall calculate the Sixth Form Education Contribution due to the County Council pursuant to the provisions of paragraph 3.3 of the Second Schedule.
	7.4	Within 28 days of the Owner's request (will shall not be made before the reserved matters application for the Development has been submitted and approved by the Council), the County Council shall calculate the Library Contribution due to the County Council pursuant to the provisions of paragraph 4.3 of the Second Schedule.
	7.5	Within 28 days of the Owner's request (will shall not be made before the reserved matters application for the Development has been submitted and approved by the Council), the County Council shall calculate the Fire and Rescue Infrastructure Contribution due to the County Council pursuant to the provisions of paragraph 6.3 of the Second Schedule.
8	Education Facility Land	
	8.1	The County Council agrees to execute the Education Facility Transfer before the Education Facility Land Completion Date and will deliver the Education Facility Transfer to the Developer on completion of the purchase of the Education Facility Land.

	5.4	If at the end of the period referred to in paragraph 5.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Cycle Improvements Contribution or part thereof for the purposes specified in paragraph 5.1 then the County Council shall not be required to refund any part of the Cycle Improvements Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Cycle Improvements Contribution in the manner set out in paragraph 5.2 of this Schedule and refund any unexpended part of the Cycle Improvements Contribution in the manner set out in paragraph 5.3 of this Schedule.
6	Fire and Rescue Infrastructure Contribution	
	6.1	Upon receipt of the Fire and Rescue Infrastructure Contribution under paragraph 6 of the Second Schedule it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified by this Deed in the vicinity of the Site.
	6.2	Upon written request on or after ten (10) years of the date of receipt of the final instalment of the Fire and Rescue Infrastructure Contribution to issue to the party that paid the Fire and Rescue Infrastructure Contribution an account certified by the Director of Finance, Performance and Procurement for the time being of the County Council detailing how the Fire and Rescue Infrastructure Contribution has been expended by the County Council.
	6.3	If or to the extent that any of the Fire and Rescue Infrastructure Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 6.2 above the County Council shall on such date refund to the party that paid the Fire and Rescue Infrastructure Contribution any unexpended part of any of Fire and Rescue Infrastructure Contribution together with compound interest on the unexpended part(s) from the date of receipt by the County Council of the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.
	6.4	If at the end of the period referred to in paragraph 6.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Fire and Rescue Infrastructure Contribution or part thereof for the purposes specified in paragraph 6.1 then the County Council shall not be required to refund any part of the Fire and Rescue Infrastructure Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other

		legally binding commitment account to the party that paid the Fire and Rescue Infrastructure Contribution in the manner set out in paragraph 6.2 of this Schedule and refund any unexpended part of the Fire and Rescue Infrastructure Contribution in the manner set out in paragraph 6.3 of this Schedule.
7	Calculations of Contributions	
	7.1	Within 28 days of the Owner's request (will shall not be made before the reserved matters application for the Development has been submitted and approved by the Council), the County Council shall calculate the Primary Education Contribution due to the County Council pursuant to the provisions of paragraph 1.3 of the Second Schedule.
	7.2	Within 28 days of the Owner's request (will shall not be made before the reserved matters application for the Development has been submitted and approved by the Council), the County Council shall calculate the Secondary Education Contribution due to the County Council pursuant to the provisions of paragraph 2.3 of the Second Schedule.
	7.3	Within 28 days of the Owner's request (will shall not be made before the reserved matters application for the Development has been submitted and approved by the Council), the County Council shall calculate the Sixth Form Education Contribution due to the County Council pursuant to the provisions of paragraph 3.3 of the Second Schedule.
	7.4	Within 28 days of the Owner's request (will shall not be made before the reserved matters application for the Development has been submitted and approved by the Council), the County Council shall calculate the Library Contribution due to the County Council pursuant to the provisions of paragraph 4.3 of the Second Schedule.
	7.5	Within 28 days of the Owner's request (will shall not be made before the reserved matters application for the Development has been submitted and approved by the Council), the County Council shall calculate the Fire and Rescue Infrastructure Contribution due to the County Council pursuant to the provisions of paragraph 6.3 of the Second Schedule.
8	Education Facility Land	
	8.1	The County Council agrees to execute the Education Facility Transfer before the Education Facility Land Completion Date and will deliver the Education Facility Transfer to the Developer on completion of the purchase of the Education Facility Land.

	5.4	If at the end of the period referred to in paragraph 5.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Cycle Improvements Contribution or part thereof for the purposes specified in paragraph 5.1 then the County Council shall not be required to refund any part of the Cycle Improvements Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Cycle Improvements Contribution in the manner set out in paragraph 5.2 of this Schedule and refund any unexpended part of the Cycle Improvements Contribution in the manner set out in paragraph 5.3 of this Schedule.
6	Fire and Rescue Infrastructure Contribution	
	6.1	Upon receipt of the Fire and Rescue Infrastructure Contribution under paragraph 6 of the Second Schedule it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified by this Deed in the vicinity of the Site.
	6.2	Upon written request on or after ten (10) years of the date of receipt of the final instalment of the Fire and Rescue Infrastructure Contribution to issue to the party that paid the Fire and Rescue Infrastructure Contribution an account certified by the Director of Finance, Performance and Procurement for the time being of the County Council detailing how the Fire and Rescue Infrastructure Contribution has been expended by the County Council.
	6.3	If or to the extent that any of the Fire and Rescue Infrastructure Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 6.2 above the County Council shall on such date refund to the party that paid the Fire and Rescue Infrastructure Contribution any unexpended part of any of Fire and Rescue Infrastructure Contribution together with compound interest on the unexpended part(s) from the date of receipt by the County Council of the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.
	6.4	If at the end of the period referred to in paragraph 6.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Fire and Rescue Infrastructure Contribution or part thereof for the purposes specified in paragraph 6.1 then the County Council shall not be required to refund any part of the Fire and Rescue Infrastructure Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other

		legally binding commitment account to the party that paid the Fire and Rescue Infrastructure Contribution in the manner set out in paragraph 6.2 of this Schedule and refund any unexpended part of the Fire and Rescue Infrastructure Contribution in the manner set out in paragraph 6.3 of this Schedule.
7	Calculations of Contributions	
	7.1	Within 28 days of the Owner's request (will shall not be made before the reserved matters application for the Development has been submitted and approved by the Council), the County Council shall calculate the Primary Education Contribution due to the County Council pursuant to the provisions of paragraph 1.3 of the Second Schedule.
	7.2	Within 28 days of the Owner's request (will shall not be made before the reserved matters application for the Development has been submitted and approved by the Council), the County Council shall calculate the Secondary Education Contribution due to the County Council pursuant to the provisions of paragraph 2.3 of the Second Schedule.
	7.3	Within 28 days of the Owner's request (will shall not be made before the reserved matters application for the Development has been submitted and approved by the Council), the County Council shall calculate the Sixth Form Education Contribution due to the County Council pursuant to the provisions of paragraph 3.3 of the Second Schedule.
	7.4	Within 28 days of the Owner's request (will shall not be made before the reserved matters application for the Development has been submitted and approved by the Council), the County Council shall calculate the Library Contribution due to the County Council pursuant to the provisions of paragraph 4.3 of the Second Schedule.
	7.5	Within 28 days of the Owner's request (will shall not be made before the reserved matters application for the Development has been submitted and approved by the Council), the County Council shall calculate the Fire and Rescue Infrastructure Contribution due to the County Council pursuant to the provisions of paragraph 6.3 of the Second Schedule.
8	Education Facility Land	
	8.1	The County Council agrees to execute the Education Facility Transfer before the Education Facility Land Completion Date and will deliver the Education Facility Transfer to the Developer on completion of the purchase of the Education Facility Land.

5.4	If at the end of the period referred to in paragraph 5.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Cycle Improvements Contribution or part thereof for the purposes specified in paragraph 5.1 then the County Council shall not be required to refund any part of the Cycle Improvements Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Cycle Improvements Contribution in the manner set out in paragraph 5.2 of this Schedule and refund any unexpended part of the Cycle Improvements Contribution in the manner set out in paragraph 5.3 of this Schedule.
6	Fire and Rescue Infrastructure Contribution
6.1	Upon receipt of the Fire and Rescue Infrastructure Contribution under paragraph 6 of the Second Schedule it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified by this Deed in the vicinity of the Site.
6.2	Upon written request on or after ten (10) years of the date of receipt of the final instalment of the Fire and Rescue Infrastructure Contribution to issue to the party that paid the Fire and Rescue Infrastructure Contribution an account certified by the Director of Finance, Performance and Procurement for the time being of the County Council detailing how the Fire and Rescue Infrastructure Contribution has been expended by the County Council.
6.3	If or to the extent that any of the Fire and Rescue Infrastructure Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 6.2 above the County Council shall on such date refund to the party that paid the Fire and Rescue Infrastructure Contribution any unexpended part of any of Fire and Rescue Infrastructure Contribution together with compound interest on the unexpended part(s) from the date of receipt by the County Council of the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.
6.4	If at the end of the period referred to in paragraph 6.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Fire and Rescue Infrastructure Contribution or part thereof for the purposes specified in paragraph 6.1 then the County Council shall not be required to refund any part of the Fire and Rescue Infrastructure Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other

		legally binding commitment account to the party that paid the Fire and Rescue Infrastructure Contribution in the manner set out in paragraph 6.2 of this Schedule and refund any unexpended part of the Fire and Rescue Infrastructure Contribution in the manner set out in paragraph 6.3 of this Schedule.
7	Calculations of Contributions	
	7.1	Within 28 days of the Owner's request (will shall not be made before the reserved matters application for the Development has been submitted and approved by the Council), the County Council shall calculate the Primary Education Contribution due to the County Council pursuant to the provisions of paragraph 1.3 of the Second Schedule.
	7.2	Within 28 days of the Owner's request (will shall not be made before the reserved matters application for the Development has been submitted and approved by the Council), the County Council shall calculate the Secondary Education Contribution due to the County Council pursuant to the provisions of paragraph 2.3 of the Second Schedule.
	7.3	Within 28 days of the Owner's request (will shall not be made before the reserved matters application for the Development has been submitted and approved by the Council), the County Council shall calculate the Sixth Form Education Contribution due to the County Council pursuant to the provisions of paragraph 3.3 of the Second Schedule.
	7.4	Within 28 days of the Owner's request (will shall not be made before the reserved matters application for the Development has been submitted and approved by the Council), the County Council shall calculate the Library Contribution due to the County Council pursuant to the provisions of paragraph 4.3 of the Second Schedule.
	7.5	Within 28 days of the Owner's request (will shall not be made before the reserved matters application for the Development has been submitted and approved by the Council), the County Council shall calculate the Fire and Rescue Infrastructure Contribution due to the County Council pursuant to the provisions of paragraph 6.3 of the Second Schedule.
8	Education Facility Land	
	8.1	The County Council agrees to execute the Education Facility Transfer before the Education Facility Land Completion Date and will deliver the Education Facility Transfer to the Developer on completion of the purchase of the Education Facility Land.

	8.2	The County Council agrees to erect fencing, as soon as reasonably practicable following the Education Facility Land Completion Date, around that part of the perimeter of the Education Facility Land which adjoins the Site (which excludes for the purposes of this Clause the Education Facility Land) with fencing of a design and quality as is approved by the Developer (acting reasonably and without delay).
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APPENDIX 1 DRAFT PLANNING PERMISSION

**Town & Country Planning Act 1990 (as amended)
Town & country Planning (Development Management
Procedure) (England) Order 2015 - Article 5**

Application for Outline Consent

DECISION NOTICE

Application Ref: Y/44/17/OUT

DRAFT

To Addressee

ECE Planning Limited
Brooklyn Chambers
11 Goring Road
Worthing
BN12 4AP

Site Address

Land at Stakers Farm
North End Road

Description of Development

Outline Planning Application for 70 No. residential dwellings including 30% affordable, public open space & associated landscaping. All matters to be reserved apart from Access. This application is a Departure from the Development plan. This application affects the character & appearance of Main Road/Church Road Yapton Conservation Area & the setting of Listed Buildings

In pursuance of their powers under this Act and related Orders and Regulations the Council **PERMIT** this development to be carried out in accordance with the application and plans and subject to compliance the following conditions and Section 106 agreement.

- 1 The permission hereby granted is an outline permission under s92 of the Town and Country Planning Act 1990 (as amended) and an application for the approval of the Local Planning Authority to the following matters must be made not later than the expiration of 3 years beginning with the date of this permission:-

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

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

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

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

- 3 The development hereby approved shall be carried out in accordance with the following approved plan

Drawing 6468-04 "Location Plan"

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

- 4 All demolition & construction works are to be carried out in strict accordance with:- Arboricultural Method Statement Report Ref: PJC 4372/17-02 -23rd June 2017 and Tree Protection Plan ref: PJC 4372/17/A Rev 01 - 16th May 2017.

Reason: To comply with BS5837 and the National Planning Policy Framework to ensure that retained trees are afforded due respect and appropriate levels of protection such that their ongoing health and vitality is not compromised and they can continue to enhance the landscape and amenity of the area.

- 5 The development must be carried out in accordance with the recommendations and mitigation measures as set out within section 5.10 "Ecological Enhancements" of the Preliminary Ecological Appraisal (June 2017) by PJC Consultancy and drawing LLD1136/01 Rev 01 "Ecological and Landscape Masterplan Strategy". The enhancements and mitigation measures shall be implemented as per the document and then permanently retained and thereafter maintained as fit for purpose.

Reason: In accordance with Arun District Local Plan policy GEN29 and the National Planning Policy Framework.

**Town & Country Planning Act 1990 (as amended)
Town & country Planning (Development Management
Procedure) (England) Order 2015 - Article 5**

Application for Outline Consent

DECISION NOTICE

Application Ref: Y/44/17/OUT

DRAFT

To Addressee

ECE Planning Limited
Brooklyn Chambers
11 Goring Road
Worthing
BN12 4AP

Site Address

Land at Stakers Farm
North End Road

Description of Development

Outline Planning Application for 70 No. residential dwellings including 30% affordable, public open space & associated landscaping. All matters to be reserved apart from Access. This application is a Departure from the Development plan. This application affects the character & appearance of Main Road/Church Road Yapton Conservation Area & the setting of Listed Buildings

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- 3 The development hereby approved shall be carried out in accordance with the following approved plan

Drawing 6488-04 "Location Plan"

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

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Reason: To comply with BS5837 and the National Planning Policy Framework to ensure that retained trees are afforded due respect and appropriate levels of protection such that their ongoing health and vitality is not compromised and they can continue to enhance the landscape and amenity of the area.

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Reason: In accordance with Arun District Local Plan policy GEN29 and the National Planning Policy Framework.

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To Addressee

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Reason: To comply with BS5837 and the National Planning Policy Framework to ensure that retained trees are afforded due respect and appropriate levels of protection such that their ongoing health and vitality is not compromised and they can continue to enhance the landscape and amenity of the area.

- 5 The development must be carried out in accordance with the recommendations and mitigation measures as set out within section 5.10 "Ecological Enhancements" of the Preliminary Ecological Appraisal (June 2017) by PJC Consultancy and drawing LLD1136/01 Rev 01 "Ecological and Landscape Masterplan Strategy". The enhancements and mitigation measures shall be implemented as per the document and then permanently retained and thereafter maintained as fit for purpose.

Reason: In accordance with Arun District Local Plan policy GEN29 and the National Planning Policy Framework.

6

Prior to any demolition or construction works or changes in site levels taking place or the introduction of machinery and plant to the site the following issues must be resolved to the complete satisfaction of Arun District Council:-

(1) A Pre-Commencement Site Meeting is to take place between the Arun DC Tree Officer and the Arboricultural Consultant representing the site owners - at this meeting all protective fencing will be inspected along with ground protection measures - they will be assessed to verify that they are 'Fit for Purpose' as required under British Standard 5837:2012 and have been erected and positioned in accordance with the Tree Protection Plan PJC 4372/17/A Rev 01 - (th 17/12/17)

(2) If there is deemed to be a need for any Utility Service Route connections to bisect retained tree Root Protection Areas/Zones then prior to their installation a Method Statement prepared by an Arboricultural Expert must be submitted that stipulates how this can be achieved without adverse impact on tree roots. Written approval and confirmation of acceptance of this Methodology must be issued before any works are commenced out on site.

Reason: To comply with BS5837 and the National Planning Policy Framework to ensure that retained trees are afforded due respect and appropriate levels of protection such that their ongoing health and vitality is not compromised and they can continue to enhance the landscape and amenity of the area. This is required to be a pre-commencement condition as it is necessary to protect the trees prior to any operations starting on site.

7

Development shall not commence until a drainage strategy detailing the proposed means of foul disposal and a implementation timetable, has been submitted to and approved in writing by, the Local Planning Authority in consultation with the sewerage undertaker. The development shall be carried out in accordance with the approved scheme and timetable.

Reason: To ensure that the proposed development has a satisfactory means of disposing of foul sewerage in accordance with policy GEN9 of the Arun District Council Local Plan. It is considered necessary for this to be a pre-commencement condition because it would not be possible to implement a foul drainage scheme once development had been completed.

8

Development shall not commence until full details of the proposed surface water drainage scheme have been submitted to and approved in writing by the Local Planning Authority.

The design should follow the hierarchy of preference for different types of surface water drainage disposal systems as set out in Approved Document H of the Building Regulations, the recommendations of the SuDS Manual produced by CIRIA.

Winter groundwater monitoring to establish highest annual ground water levels and Percolation testing to BRE 365, or similar approved, will be required to support the design of any Infiltration drainage.

Reason: To ensure that the proposed development is satisfactorily drained in accordance with policies GEN7 and GEN9 of the Arun District Council Local Plan. It is considered necessary for this to be a pre-commencement condition because it would not be possible to implement a surface drainage scheme once development had commenced.

9. Development shall not commence until full details of the maintenance and management of the SuDS system is set out in a site-specific maintenance manual and submitted to, and approved in writing, by the Local Planning Authority. The manual is to include (a) details of financial management of the site including arrangements made in the event that the management company (or any subsequent management company) is no longer able to fulfil its duties; and (b) arrangements for the replacement of major components at the end of the manufacturers recommended design life.

Reason: To ensure the financial maintenance and on-going operation of the SuDS system and to ensure that the site is in line with guidance set out in 'The SuDS Manual' (C753) published in 2015. It is considered necessary for this to be a pre-commencement condition because surface water drainage goes to the heart of the planning permission.

10. Development shall not commence until a drainage strategy detailing the proposed means of foul disposal and a implementation timetable, has been submitted to and approved in writing by, the Local Planning Authority in consultation with the sewerage undertaker. The development shall be carried out in accordance with the approved scheme and timetable.

Reason: To ensure that the proposed development has a satisfactory means of disposing of foul sewerage in accordance with policy GEN9 of the Arun District Council Local Plan. It is considered necessary for this to be a pre-commencement condition because it would not be possible to implement a foul drainage scheme once development had been completed.

11. No development shall take place, including any works of demolition, until a Construction Management Plan has been submitted to and approved in writing by the Local Planning Authority (who shall consult with both Highways England and West Sussex County Council). Thereafter the approved Plan shall be implemented and adhered to throughout the entire construction period. The Plan shall provide details as appropriate but not necessarily be restricted to the following matters;

- * the anticipated number, frequency and types of vehicles used during construction,
- * the method of access and routing of vehicles during construction,
- * the parking of vehicles by site operatives and visitors,
- * the loading and unloading of plant, materials and waste,
- * the storage of plant and materials used in construction of the development,
- * the erection and maintenance of security hoarding,
- * the provision of wheel washing facilities and other works required to mitigate the impact of construction upon the public highway (including the provision of temporary Traffic Regulation Orders),
- * details of public engagement both prior to and during construction works.

Reason: In the interests of highway safety and the amenities of the area in accordance with policy GEN7 of the Arun District Local Plan and the National Planning Policy Framework. This is required to be a pre-commencement condition because it is necessary to have the site set-up agreed prior to access by construction traffic.

12

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

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

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

Where demolition is required 1. and 2. above should be submitted prior to demolition. Parts 3. and 4. can take place post demolition if necessary.

Reason: To ensure that the development complies with approved details in the interests of protection of the environment and prevention of harm to human health in accordance with Arun District Local Plan policy GEN7. This is required to be a pre-commencement condition because these details have to be agreed and in place before any work commences.

- 13 Prior to the commencement of development, a strategy for the provision of the highest available headline speed of broadband provision to future occupants of the site shall be submitted to and approved in writing by the Local Planning Authority. The strategy shall take into account the timetable for the delivery of 'superfast broadband' (defined as having a headline access speed of 24Mb or more) in the vicinity of the site (to the extent that such information is available). The strategy shall seek to ensure that upon occupation of a dwelling, the provision of the highest available headline speed of broadband service to that dwelling from a site-wide network is in place and provided as part of the highway works and in the construction of frontage footpaths adjacent to the highway. Unless evidence is put forward and agreed in writing by the Local Planning Authority that technological advances for the provision of a broadband service for the majority of potential customers will no longer necessitate below ground infrastructure, the development of the site shall be carried out in accordance with the approved strategy.

Reason: To safeguard the amenities of residents in accordance with Arun District Local Plan policy GEN7 and Yapton Neighbourhood Plan policy BE1. It is considered necessary for this to be a pre-commencement condition because the provision of broadband needs to be incorporated into the design for the site.

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

Reason: To protect the environment and prevent harm to human health by ensuring that the remediated site has been reclaimed in an appropriate standard in accordance with Arun District Local Plan policy GEN7.

- 15 No part of the development shall be first occupied until the car parking spaces have been constructed in accordance with plans and details submitted to and approved in writing by the Local Planning Authority. These spaces shall thereafter be retained at all times for their designated use.

Reason: To provide car-parking spaces for the use in accordance with Policies GEN7 and GEN12 of the Arun District Local Plan and the National Planning Policy Framework.

- 16 No part of the development shall be first occupied until covered and secure cycle parking spaces have been provided in accordance with plans and details submitted to and approved by the Local Planning Authority.

Reason: To provide alternative travel options to the use of the car in accordance with in accordance with policy GEN7 of the Arun District Local Plan and the National Planning Policy Framework.

- 17 No part of the development shall be first occupied until a Travel Plan has been submitted to and approved in writing by the Local Planning Authority. The Travel Plan once approved shall thereafter be implemented as specified within the approved document. The Travel Plan shall be completed in accordance with the latest guidance and good practice documentation as published by the Department for Transport or as advised by the Highway Authority.

Reason: To encourage and promote sustainable transport in accordance with policy GEN7 of the Arun District Local Plan and the National Planning Policy Framework.

- 18 Immediately following implementation of the approved SuDS scheme and prior to occupation of any part of the development, the developer/applicant shall provide the local planning authority with as-built drawings of the implemented scheme together with a completion report prepared by an independent engineer that confirms that the scheme was built in accordance with the approved drawing/s and is fit for purpose. There shall be no deviation to the approved scheme other than with the written consent of the Local Planning Authority. The scheme shall thereafter be maintained in perpetuity.

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

- 19 Upon completed construction of the SuDS System but prior to occupation of any part of the scheme, the owner or management company shall either provide the local planning authority with an updated copy of the management manual incorporating any changes as a result of construction/implementation or confirm in writing that no changes are required to the manual.

No further changes shall be made to the approved SuDS Maintenance & Management Plan/Regime including the management company responsible or the financial arrangements between the owners of the dwellings & the management company other than with the written consent of the Local Planning Authority.

The owner or management company shall thereafter strictly adhere to and implement the recommendations contained within the manual to ensure that the system is maintained in perpetuity.

Reason: To ensure the efficient maintenance and on-going operation of the SuDS system and to ensure the best practice in line with guidance set out in 'The SuDS Manual' CIRIA publication ref: C753 Chapter 32.

- 20 Prior to occupation of any of the dwellings, an electric vehicle charge point shall be installed to serve each dwelling and this shall then be permanently retained and maintained in working condition.

Reason: New petrol and diesel cars/vans will not be sold beyond 2040, and to mitigate against any potential adverse impact of the development on local air quality, in accordance with Policy GEN7 of the Arun District Local Plan, policy QE DM3 (c) of the Arun Local Plan 2011-2031 Publication Version showing Modifications and the National Planning Policy Framework.

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

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

- 22 No external lighting shall be installed on site until plans showing the type of light appliance, the height and position of fitting, illumination levels and light spillage have been submitted to and approved in writing by the Local Planning Authority. The scheme should seek to conform with the recommendations within BS5489:1-2013 but also minimise potential impacts to any bats using the trees, hedgerows and buildings by avoiding unnecessary artificial light spill through the use of directional light sources and shielding. The lighting approved shall be installed and shall be maintained in accordance with the approved details.

Reason: In the interests of the amenities of the area, the site biodiversity (particularly in respect of bats), the interests of minimising crime and to minimise unnecessary light spillage outside the development site in accordance with Policies GEN7, GEN29 & GEN33 of the Arun District Local Plan.

- 23 No removal of trees, shrubs or other vegetation that may contain birds' nests shall take place between 1st March and 31st August inclusive, unless a suitably qualified ecologist/wildlife specialist has undertaken a careful, detailed, check of vegetation for active birds' nests immediately before the vegetation is cleared and confirmed that no nests will be harmed. Where nests are discovered, the vegetation shall remain in place until nesting activity has ended naturally and the ecologist has confirmed that it is safe to proceed.

Reason: To prevent interference with the breeding success of wild birds in the interests of biodiversity conservation, as well as to ensure compliance with the legal protection of birds, their nests and eggs under Section 1 of the Wildlife and Countryside Act 1981, as amended and in accordance with policies GEN7 and GEN29 of the Arun District Local Plan.

- 24 There is a requirement that 25% of 1, 2 and 3 bed dwellings included as part of the development must be delivered to Lifetime Home standards.

Reason: To ensure that part of the development allows for residents to remain in their own homes over the course of their lifetime in accordance with Policy H3 of the Yapton Neighbourhood Plan.

- 25 There is a requirement that the proposed reserved matters submission conform to the following range of dwellings: 1-bed dwellings: 10-15% of all dwellings; 2-bed dwellings: 25-35% of all dwellings; 3-bed dwellings: 45-55% of all dwellings ; and 4+-bed dwellings: 5-10% of all dwellings.

Reason: In accordance with Policy H2 of the Yapton Neighbourhood Plan in the interests of ensuring homes are provided to meet local demand.

- 26 At least 10% of the energy supply of the development shall be secured from decentralised and renewable or low carbon energy sources (as described in the glossary at Annex 2 of the National Planning Policy Framework, March 2012). Details and a timetable of how this is to be achieved for each phase or sub phase of development, including details of physical works on site, shall be submitted to and approved in writing by the Local Planning Authority before any development in that phase or sub phase begins. The development shall be implemented in accordance with the approved details and timetable and retained as operational thereafter, unless otherwise agreed in writing by the Local Planning Authority.

Reason: In order to secure on-site renewable energy in accordance with national planning policy, in accordance with Policy GEN7 of the Arun District Local Plan.

- 27 As part of the approval of the reserved matters application, the applicant shall include details of how the scheme will link with surrounding land. The links shown shall then be provided prior to completion of the development and retained in perpetuity.

Reason: To promote sustainable development by encouraging walking and cycling in accordance with policy GEN7 of the Arun District Local Plan and the National Planning Policy Framework.

INFORMATIVE: Statement pursuant to Article 35 of the Town and Country Planning (Development Management Procedure)(England) Order 2015. The Local Planning Authority has acted positively and proactively in determining this application by identifying matters of concern within the application (as originally submitted) and negotiating, with the Applicant, acceptable amendments to the proposal to address those concerns. As a result, the Local Planning Authority has been able to grant planning permission for an acceptable proposal, in accordance with the presumption in favour of sustainable development, as set out within the National Planning Policy Framework.

INFORMATIVE: Please note the following comments of Landscape Officers:

"The indicative layout shows a large open space area which creates a usable space and is good to see. Open space in this form will also allow for the establishment of good sized habitat corridor buffers and for the bolstering of existing boundaries.

A clear indication of the proposed future management of the open space must be set out. A clear directive of responsibility should be set out with this statement explaining how the differing typologies will be maintained i.e. responsibility of any formal/informal public realm areas. Open space must be designed to include dog bins, litter bins, fencing and be gated and to prevent vehicular access except for maintenance. There must be no small unusable pockets of open space. Provision for interpretation ecological and historical features and management must be included.

The emerging landscape design aims should be:

- * To design and implement a scheme that reflects and incorporates elements of its surroundings and enhances the atmosphere of local distinctiveness;
- * To create a visually pleasing and interesting landscape for owners, employees and visitors to the development;
- * To enhance the landscape quality of the site when viewed from the surrounding area;
- * To provide a planting scheme that includes native species to blend with the surrounding location, enhance biodiversity and create enhanced wildlife corridor opportunity; and
- * To provide a sense of flow and cohesion between the different elements of the landscape, buildings, open areas and surrounding environment.

Whilst indicative information contained within the Landscape Strategy and Outline Plant

Specification has been provided this will need to be provided in plan form detailing species choice, position, densities and size at time of planting. This should be plotted in plan and list form and in relation to the trees and vegetation to be retained so that a clear picture of the proposals can be seen. These details are required to ensure that appropriate screening is provided, maintaining and uncompromising the setting and ensuring that the proposals fit within the area of neighbouring properties, providing screening as required, whilst benefiting the potential of the proposed developments usage.

The use of any part of the POS for SUDS across the development needs to be integrated and detail provided regarding the future management and maintenance of these areas. The recommendation that these are subject to a local authority organisation inspection should be noted. Indication must be provided as to whether these are likely to be wet or dry areas; this has implications where situated near to residents and play areas. Where they are to remain wet for long periods their safety must be assessed where these are in close proximity to large residential areas. Any such SUDS features including swales, wet balancing ponds, reed beds and wetland areas should be designed as beneficial wildlife, amenity and landscape features as incorporated as part of an open space or landscaping scheme for the development."

INFORMATIVE: Please note the comments of Sussex Police:

"The development in the main has outward facing dwellings with back to back gardens which has created good active frontage with the streets and the public areas being overlooked, this design has all bar one, eliminated the need for vulnerable rear garden pathways. Parking has been provided for with in-curtilage, garage and on-street parking bays, this should leave the street layout free and unobstructed.

Where communal parking occurs it is important that they must be within view of an active room within the property. An active room is where there is direct and visual connection between the room and the street or the car parking area. Such visual connections can be expected from rooms such as kitchens and living rooms, but not from bedrooms and bathrooms. Gable ended windows can assist in providing observation over an otherwise unobserved area.

As the first line of defence, perimeter fencing must be adequate with vulnerable areas such as side and rear gardens needing more robust defensive barriers by using walls or fencing to a minimum height of 1.8 metres. In circumstances that require a more open feature such as a garden overlooking a rear parking court or a rear garden pathway, 1.5 metre high close board fencing topped with 300mm of trellis can achieve both security and surveillance requirements. This solution provides surveillance into an otherwise unobserved area and a security height of 1.8 metres. Gates that provide access to the side of the dwelling or rear access to the gardens must be robustly constructed of timber, be the same height as the adjoining fence and be lockable from both sides. Such gates must be located on or as near to the front of the building line as possible.

The design and layout whilst very positive has created an unobserved parking area behind plot 52 that is vulnerable, additionally this area provides unobserved access to a number of rear gardens.

Areas of play should be situated in an environment that is stimulating and safe for all children, be overlooked with good natural surveillance to ensure the safety of users and the protection of equipment, which can be vulnerable to misuse.

Planting must be managed to ensure natural surveillance is maintained at all times. I would recommend that the eventual location is surrounded with railings with self-closing gates to provide a dog free environment.

Lighting throughout the development would be very important and where implemented is to conform to the recommendations within BS 5489:2013. SBD promotes that external dwelling lighting is switched using a dusk till dawn sensor, not PIR operated lighting."

INFORMATIVE: If a sewage treatment plant or related pumping station is required on the site

then there should be a distance of at least 15m between the pumping station/treatment plant and any residential dwelling.

INFORMATIVE: Drainage Engineers advise that Infiltration rates for soakage structures are to be based on percolation tests undertaken in the winter period and at the location and depth of the proposed structures. The percolation tests must be carried out in accordance with BRE 365, CIRIA R156 or a similar approved method and cater for the 1 in 10 year storm between the invert of the entry pipe to the soakaway, and the base of the structure. It must also have provision to ensure that there is capacity in the system to contain below ground level the 1 in 100 year event plus 30% on stored volumes as an allowance for climate change. Adequate freeboard must be provided between the top of the soakaway structure and the highest recorded annual groundwater level identified on test results. Any SuDS or soakaway design must include adequate groundwater monitoring data to determine the highest winter groundwater table in support of the design. The applicant is advised to discuss the extent of groundwater monitoring with the Council's Engineers. Supplementary guidance notes are also available on request.

INFORMATIVE: A formal application for connection to the public sewerage system is required in order to service this development. To initiate a sewer capacity check to identify the appropriate connection point for the development, please contact Southern Water, Southern House, Sparrowgrove, Otterbourne, Hampshire, SO21 2SW (Tel 033 0303 0119) or www.southernwater.co.uk.

INFORMATIVE: This decision has been granted in conjunction with a Section 106 legal agreement relating to:

AFFORDABLE HOUSING

30% (21) affordable homes on-site with a tenure split and dwelling type to be agreed at a later date with the Council and set out in an Affordable Housing Statement. To be provided before 50% of the scheme is occupied.

HIGHWAY IMPROVEMENTS

A contribution of £110,530 towards the Barnham to Littlehampton Cycle Improvements Scheme (ID 82). On commencement of development.

A contribution of £180,000 to enable the A27/Yapton Lane junction (extension of right turn only lane) improvement works to be completed. Payable prior to occupation of the 50th dwelling.

PRIMARY EDUCATION

Formula for calculation at the reserved matters stage to be spent on Small scale improvements @ Yapton CE Primary School, Yapton or on alternative primary school provision elsewhere in the District subject to meeting the CiL tests. On commencement of development.

SECONDARY EDUCATION

Formula for calculation at the reserved matters stage to be spent on the expansion of Ormiston Six Villages Academy, Westergate. On commencement of development.

6TH FORM EDUCATION

Formula for calculation at the reserved matters stage to be spent on the restructuring of the St Phillip Howard, Catholic School (6th Form) in Barnham to cater for the additional student population. On commencement of development.

LIBRARIES

Formula for calculation at the reserved matters stage to be spent on the expansion of facilities

at Littlehampton Library. On commencement of development.

FIRE & RESCUE:

Formula for calculation at the reserved matters stage to be spent on the supply and installation of additional fire safety equipment in the West Sussex Fire Rescue Services Southern Area serving Yapton. On commencement of development.

NHS

A contribution of £81,517 to be spent on increasing capacity at the "Avisford Medical Group" in Yapton. On commencement of development.

LAND RESERVED FOR THE SCHOOL

A provision requiring that the hatched area on the plan be reserved for the future expansion of the school and that if the land is not taken up for this purpose within a reasonable time period then it shall return to public open space serving the approved development and be subject to landscaping to be approved by the future reserved matters application.

OFF-SITE LOCAL PLAY

An area of Public Open Space (POS) including an on-site Local Equipped Area of Play (LEAP). The on-site POS will be subject to one of the following:

- (a) a management plan for the forward maintenance of the POS & LEAP which details the management regime and responsibility; or
- (b) where the POS & LEAP is to be handed over to the Council post practical completion, a commuted sum payment of £13.51 per m2 of POS for future maintenance.

If the area of land to be reserved for the expansion of the school is not taken up in a reasonable time period then it will revert back to being proposed POS and the maintenance payment will be adjusted.

Case Officer: Mr S Davis

Date of Decision:



Neil Crowther
Group Head of Planning

Arun District Council
The Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF

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

APPEALS TO THE SECRETARY OF STATE

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

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

If an enforcement notice is served relating to the same or substantially the same land and development as in your application and you want to appeal against this planning application decision, then you must do so within 28 days of the date of service of the enforcement notice, or within 12 weeks of the date of this notice, whichever period expires earlier.

Otherwise, if you want to appeal against this decision then you must do so within 6 months of the date of this notice.

Appeals must be using a form which you can get from the Secretary of State at Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN (Tel: 0303 444 5000) or online at <http://acp.planninginspectorate.gov.uk>

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

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

PURCHASE NOTICES

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

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

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

APPENDIX 2

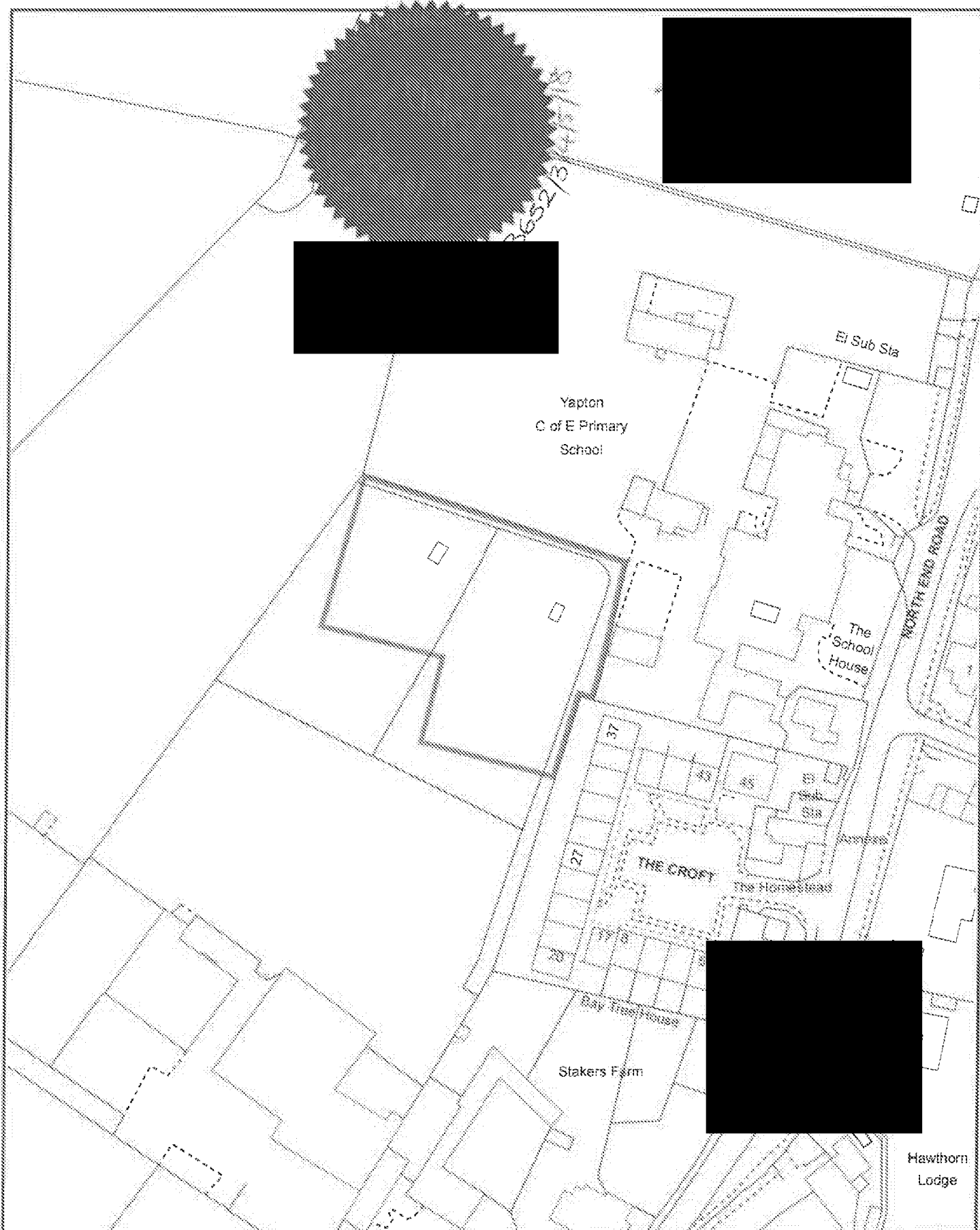
PLAN 1

APPENDIX 3

PLAN 2

APPENDIX 3

PLAN 2



LAND AT STAKERS FARM SITE, YAPTON

Area	Acres	Ha	Sqm	Produced by Land & Property Information	Map Reference :	SU9703	 west sussex county council	N 
	0.8612	0.3485	3485.45	Economy, Planning & Place	District :	ARUN		
					Parish :	YAPTON		
					Scale @ A4 :	1:1,250		
					Drawing Number :	DP/V/500 P7	Plot Date : 04/10/2018	

Reproduced from or based upon the 2018 Ordnance Survey mapping with the permission of the Controller of HMSO (c) Crown Copyright reserved. Unauthorised production infringes Crown Copyright and may lead to prosecution. WSCC Licence 1002347

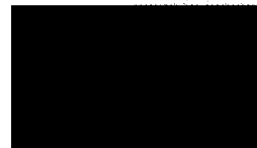
APPENDIX 4

PLAN 3

INDICATIVE ONLY



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[illegible]

APPENDIX 5

Drawing ITB11324-GA-014

APPENDIX 6

DRAFT NOMINATION AGREEMENT

DATED

20[]

(1) [•][]

AND

(2) ARUN DISTRICT COUNCIL

DEED OF NOMINATION

**relating to
rented units at**

CONTENTS

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THIS DEED OF NOMINATION RIGHTS is made on

20[]

BETWEEN

- (1) [-][] of [-][]; and
- (2) **ARUN DISTRICT COUNCIL** of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN15 7LF.

1 DEFINITIONS

In this Deed:

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

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

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

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

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

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

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

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

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

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

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

2 ENABLING PROVISIONS

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

3 PROCEDURE

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

Initial Lets

- 3.1 The RSL shall give the Council not less than eight weeks written notice of the date when the Initial Let units will be ready for occupation.
- 3.2 The RSL shall serve on the Council a Vacancy Notice in respect of each Rented Unit not less than four weeks prior to such newly constructed and previously unoccupied Rented Unit becoming available for occupation.
- 3.3 The Council shall within 10 working days of receipt of a Vacancy Notice serve upon the RSL the Nomination List setting out a list of Nominees.
- 3.4 The Nomination List to be served by the Council under clause 3.3 shall:
 - 3.4.1 specify the appropriate category of Rented Unit to which it relates; and
 - 3.4.2 indicate the priority for the housing of the Nominees.
- 3.5 The RSL shall have the right to let the Initial Let in respect of the Rented Units to persons of its own choosing in the event of the Council's failure to serve the Nomination List referred to in clause 3.3 within the period of 10 working days of receipt of the Vacancy Notice.
- 3.6 The RSL shall within five working days of the date of receipt of the Nomination List referred to in clause 3.3 select a Nominee from the Nomination List in priority order and shall use its reasonable endeavours to arrange viewing of the relevant Rented Unit and offer a Tenancy Agreement to such selected Nominee.
- 3.7 If the selected Nominee fails to enter into a Tenancy Agreement within five working days of receipt of the RSL's offer of a Tenancy Agreement such selected Nominee shall be deemed to have rejected the RSL's

offer and the RSL shall select another Nominee whereupon the procedure set out in clause 3.6 and this clause shall be repeated.

- 3.8 In the event of the second selected Nominee failing to accept the RSL's offer of a Tenancy Agreement within the time prescribed by clause 3.7 then the RSL shall make an offer to a third Nominee and the procedure set out in clauses 3.6 and 3.7 shall apply but in the event of such third selected Nominee failing to accept the RSL's offer of a Tenancy Agreement within the prescribed time limits the RSL shall not be bound to make any further offers of accommodation to Nominees in respect of such vacancy of the Rented Unit but shall be entitled to let the Rented Unit to a tenant of its own choosing.
- 3.9 The RSL's obligations under clauses 3.1 to 3.8 shall cease when all of the Rented Units have been offered to Nominees in accordance with clauses 3.6 to 3.8.

Voids

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

Provision of information and alteration of lists

- 3.14 The RSL shall give notification to the Council of the occurrence of the following events within five working days of their occurrence:

- 3.14.1 a Nominee or Subsequent Nominee failing to view a Rented Unit within 10 working days of an offer being made;
- 3.14.2 a Nominee or Subsequent Nominee failing to accept the offer of a Tenancy Agreement within the time limit prescribed by this Agreement;
- 3.14.3 a Nominee or Subsequent Nominee accepting an offer of a Tenancy Agreement;
- 3.14.4 a person accepting an offer of a tenancy from the RSL;
- 3.14.5 the RSL rejecting a Nominee or Subsequent Nominee in accordance with clause 3.20.
- 3.15 In the event of a notice being served pursuant to clause 3.14 then the name of such Nominee or Subsequent Nominee shall be removed from the Nomination List.
- 3.16 Within 10 working days of the Council receiving notice served in accordance with clause 3.14 above save for notice under 3.14.4 the Council shall serve upon the RSL the name and address of a Nominee or Subsequent Nominee to add to the Nomination List such notice to include the information set out in clause 3.4.
- 3.17 If the Council shall within the period mentioned in clause 3.16 notify the RSL that the Council then has no suitable Nominee or Subsequent Nominee the Council shall advise the RSL of a suitable replacement Nominee or Subsequent Nominee as soon as reasonably practicable.
- 3.18 The RSL shall have the right to let a Rented Unit to a person of its choosing if the Council's failure to provide a Nominee or Subsequent Nominee creates a Void in respect of that Rented Unit.
- 3.19 On 1 April, 1 July, 1 October and 1 January in each year the RSL shall serve the Council with details of the letting activities of the Rented Units in a format to be agreed between the RSL and the Council.
- 3.20 The RSL shall have the right to interview and make enquiries of each Nominee or Subsequent Nominee and by serving written notice upon the Council to that effect to reject any Nominee or Subsequent Nominee if in the opinion of the RSL the grant of an Assured Tenancy to such Nominee would be in contravention of the RSL's registered rules or its letting criteria.
- 3.21 The Council shall immediately notify the RSL in writing if any Nominee or Subsequent Nominee is withdrawn from the Nomination List.
- 3.22 When calculating percentage for the purposes of this Deed percentage equal to or in excess of 0.5 shall be rounded up and percentages less than 0.5 shall also be rounded up.

3.23 The Council and the RSL agree that the nomination ;rights contained in this Deed may be varied from time to time but only by agreement in writing by the parties.

4 NOTICES

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

5 TRANSFERS TO OTHER REGISTERED SOCIAL LANDLORDS

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

6 MORTGAGEES IN POSSESSION

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

7 DISPUTES

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

8 COSTS

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

9 AGREEMENTS AND DECLARATIONS

The parties agree:

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

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

EXECUTED BY AFFIXING with the COMMON SEAL of ARUN DISTRICT COUNCIL In the presence of: Seal Book No. Authorised signatory: Print Name: Job Title:	
EXECUTED AS A DEED on behalf of Acting through A Director Print Name: In the presence of Print Name:	

APPENDIX 7

Council list of Approved Affordable Providers

Provider	Contact and email	Address	Tel. No
Affinity Sutton	Steven Connolly [REDACTED]	Cams Hall Cams Hill Fareham Hampshire PO16 8AB	[REDACTED]
The Guinness Partnership	Claudette Rawlinson [REDACTED]	33 East Street Havant Hampshire PO9 1AA	
The Hyde Group	John Martin [REDACTED]	Telecom House 125 – 135 Preston Road Brighton West Sussex BN1 6AF	
Worthing Homes	Damian Haley [REDACTED]	Davison House North Street Worthing West Sussex BN11 1ER	
Stonewater	Jackie Burton [REDACTED]	Waverley House 11-118 Holdenhurst Road Bournemouth BH8 8DY	
Saxon Weald	Stephen Humphreys [REDACTED]	Saxon Weald House 38-42 Worthing Road Horsham West Sussex RH12 1DT	
Hastoe Housing Association	Karen Hillhouse [REDACTED]	Marina House 17 Marina Place Hampton Wick Kingston-Upon-Thames Surrey KT1 4BH	

APPENDIX 8

THE EDUCATION FACILITY LAND TRANSFER

APPENDIX 8

THE EDUCATION FACILITY LAND TRANSFER

ARUN DISTRICT COUNCIL Y/44/17/OUT

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of all of the persons transferring the property.

Complete as appropriate where the transferor is a company.

Give full name(s) of all the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 163 of the Land Registration Rules 2003.

1	Title number(s) out of which the property is transferred: WSX393498
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: Land at Stakers Farm, North End Road, Yapton, Arundel, West Sussex The property is identified ☒ on the attached plan and shown: Edged green on Plan 1 ☐ on the title plan(s) of the above titles and shown:
4	Date:
5	Transferor: GRANITE GATE LIMITED <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 10519230 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
6	Transferee for entry in the register: WEST SUSSEX COUNTY COUNCIL <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

7	Transferee's intended address(es) for service for entry in the register: County Hall, West Street, Chichester, West Sussex, PO19 1RQ
8	The transferor transfers the property to the transferee
9	Consideration ☒ The transferor has received from the transferee for the property the following sum (in words and figures): £1 (one pound) ☐ The transfer is not for money or anything that has a monetary value ☐ Insert other receipt as appropriate:
10	The transferor transfers with ☒ full title guarantee ☐ limited title guarantee provided that for the purposes of the Law of Property (Miscellaneous Provisions) Act 1994 ("1994 Act"): 10.1 For the purposes of Section 6(2)(a) of the 1994 Act there are deemed to be within the actual knowledge of the Transferee: (a) anything evident or ascertainable from the documents of title to the Property; (b) all entries in any public register; and (c) all public requirements (as defined in the Standard Commercial Property Conditions (Third Edition)).
11	Declaration of trust. The transferee is more than one person and ☐ they are to hold the property on trust for themselves as joint tenants ☐ they are to hold the property on trust for themselves as tenants in common in equal shares ☐ they are to hold the property on trust:

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of all of the persons transferring the property.

Complete as appropriate where the transferor is a company.

Give full name(s) of all the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

1	Title number(s) out of which the property is transferred: WSX393498
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: Land at Stakers Farm, North End Road, Yapton, Arundel, West Sussex The property is identified ☒ on the attached plan and shown: Edged green on Plan 1 ☐ on the title plan(s) of the above titles and shown:
4	Date:
5	Transferor: GRANITE GATE LIMITED <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 10519230 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
6	Transferee for entry in the register: WEST SUSSEX COUNTY COUNCIL <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

7	Transferee's intended address(es) for service for entry in the register: County Hall, West Street, Chichester, West Sussex, PO19 1RQ
8	The transferor transfers the property to the transferee
9	Consideration ☒ The transferor has received from the transferee for the property the following sum (in words and figures): £1 (one pound) ☐ The transfer is not for money or anything that has a monetary value ☐ Insert other receipt as appropriate:
10	The transferor transfers with ☒ full title guarantee ☐ limited title guarantee provided that for the purposes of the Law of Property (Miscellaneous Provisions) Act 1994 ("1994 Act"): 10.1 For the purposes of Section 6(2)(a) of the 1994 Act there are deemed to be within the actual knowledge of the Transferee: (a) anything evident or ascertainable from the documents of title to the Property; (b) all entries in any public register; and (c) all public requirements (as defined in the Standard Commercial Property Conditions (Third Edition)).
11	Declaration of trust. The transferee is more than one person and ☐ they are to hold the property on trust for themselves as joint tenants ☐ they are to hold the property on trust for themselves as tenants in common in equal shares ☐ they are to hold the property on trust:

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, or
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to Joint property ownership and practice guide 24: private trusts of land for further guidance. These are both available on the GOV.UK website.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

12 Additional provisions

1 Definitions

- 1.1 In this transfer the following words and expressions have the following meanings

"Conditions for Entry"

the conditions to which any right to enter granted in clause 2 or excepted and reserved by Clause 3 is subject, which are that the right shall be subject to the person exercising the right:

(a) effecting entry at a reasonable time (or at any time in an emergency)

(b) giving reasonable notice to the person whose premises are being entered (but no notice needs to be given in an emergency);

(c) causing as little damage as possible to the premises being entered and promptly making good any damage caused to the reasonable satisfaction of the person whose premises are being entered; and

(d) complying with the reasonable requirements of the person whose premises are being entered in relation to the exercise of the right of entry.

"Plan 1"

the plan attached to this transfer with drawing number DP/V/500 P7.

"Primary School"

means any school providing state education for primary aged children including, for the avoidance of doubt, a local authority controlled school, academy and free school.

"Retained Land"

the land comprised in the Title

Number (excluding the Property).

"Services"

gas water sewage electricity
energy telecommunications,
television data and all other
services and utilities

"Service Media"

all media for the supply or
removal of the Services and all
structures, machinery and
equipment ancillary to those
media.

- 1.2 References to the owners of the Property are to the Transferee and its successors in title to the Property and references to the owners of the Retained Land are to the Transferor and its successors in title to the Retained Land.
- 1.3 References to the Property include the whole and every part of the Property and references to the Retained Land include the whole and every part of the Retained Land.
- 1.4 References to clauses are to clauses set out in this Panel 12 unless the reference is to a clause in another deed or document.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

2 Rights reserved for the benefit of other land

- 2.1 The following rights over the Property are reserved for the benefit of the Retained Land:
- 2.1.1 **Building** - the right to build new buildings upon and to rebuild, extend, alter or carry out any other works to any buildings from time to time on the Retained Land and / or the neighbouring and adjoining land notwithstanding that as a result there is a diminution in the present or future access of light or air to the Property and which it is hereby acknowledged is enjoyed with the consent of the Transferor and not as of right;
- 2.1.2 **Use** - the right to use any part of the Retained Land as the Transferor thinks fit save that the Transferor shall not use any part of the Retained Land in such a way which may or shall cause a nuisance disturbance or annoyance to the owners of the Property PROVIDED ALWAYS that the use and construction of the Property as a residential development with uses ancillary thereto shall not be a breach of this obligation;
- 2.1.3 **Service Media** -Subject to observing the Conditions of Entry the right to enter onto any unbuilt parts of the Property with or without vehicles, equipment, plant and machinery to lay and thereafter inspect maintain cleanse repair renew and connect into the Service Media in the Property; and

Include words of covenant.

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

2.1.4 **Services** – subject to payment of maintenance according to user, the right to free and uninterrupted use, running and passage of Services to and from the Retained Land via the Service Media laid now or in the future in or under the Property.

3 Restrictive covenants by the transferee

The Transferee covenants with the Transferor for the benefit of the Retained Land and to bind the Property and each and every part thereof into whosoever hands the same may come that the owners of the Property:

- 3.1 shall not use or permit the Property to be used for any purposes other than primarily for a Primary School with associated facilities and community uses; and
- 3.2 shall not do anything which may be or become a nuisance, annoyance or disturbance to the owners or occupiers of the Retained Land or any part thereof but for the avoidance of doubt use of the Property in accordance with clause 3.1 above or community use of playing fields on the Property shall not be regarded as a nuisance, annoyance or disturbance to the owners or occupiers of the Retained Land or any part thereof

4 Agreements and declarations

- 4.1 The rule in "*Wheeldón v Burrows*" does not apply to this transfer and no legal or other rights are granted over the Retained Land for the benefit of the Property or granted over the Property for the benefit of the Retained Land by this transfer except for those expressly granted or reserved by this transfer.
- 4.2 The operation of section 62 of the Law of Property Act 1925 is excluded from this transfer
- 4.3 The owners for the time being of the Property will not be entitled to claim the benefit of any rights of light or air over the Retained Land. This constitutes a consent for the purposes of section 3 Prescription Act 1832.

5 Entries on the register

The Transferor and the Transferee covenant to apply to the Land Registrar for the benefit and burden of the easements, covenants and other rights set out in this Transfer to be noted on the title to the Property and the Retained Land.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to Joint property ownership and practice guide 24: private trusts of land for further guidance.

Remember to date this deed in panel 4.

13 Execution

EXECUTED as a Deed by
GRANITE GATE LIMITED by the
signature of a director in the
presence of the undersigned
witness:

Director

Witness (*Signature*):
.....

Witness name (*Print name*):
.....

Address:
.....
.....
.....
.....

The Common Seal of
West Sussex County Council
is hereunto affixed in the
presence of

A duly authorised officer

WARNING

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

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

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

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APPENDIX 9

EMAIL AND SPREADSHEET

ARUN DISTRICT COUNCIL Y/44/17/OUT

APPENDIX 9

EMAIL AND SPREADSHEET

APPENDIX 9

EMAIL AND SPREADSHEET

Jeremy Cook

From: Katie Kam [REDACTED]
Sent: 13 September 2018 14:45
To: Sophie Henwood
Cc: Elaine Munns
Subject: Stakers Farm North End Rd S106 (CC805.1440)
Attachments: Y 44 17 updated cost multipliers v2.xlsx

Katie Kam | Solicitor | West Sussex County Council

Telephone [REDACTED]

Email: [REDACTED]

Address: Room 202 County Hall Chichester PO19 1RQ
DX 157410 CHICHESTER 8

Please note I work Tuesdays Wednesdays and Thursdays

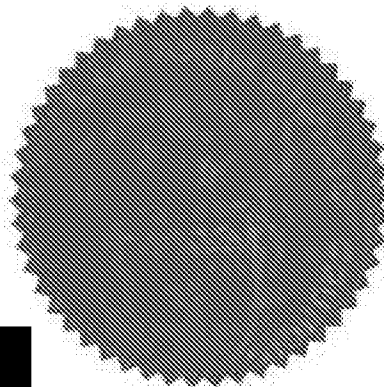


*The Legal Services of Brighton and Hove City Council, East Sussex County Council,
Surrey County Council and West Sussex County Council working in partnership*

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Executed and delivered as a Deed by the parties hereto on the day and year first before written:

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



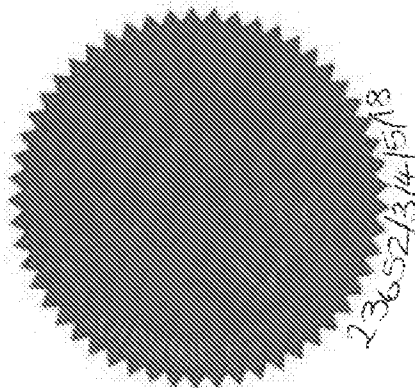
Seal Book No: 273/2018

AUTHORISED SIGNATOR

Print Name: SARAH CAMPBELL

Job Title PROPERTY LAWYER

EXECUTED BY AFFIXING)
with the COMMON SEAL of)
WEST SUSSEX COUNTY COUNCIL)
in the presence of:



AUTH

Print Name:

Job Title:

EXECUTED AS A DEED on behalf of
of PIBWORTH HOLDINGS LIMITED
acting by a Director in the presence of:

Signature of Director:

in the presence of:

Name of Witness: SUE DUBLEY

Address of Witness ARUN DISTRICT COUNCIL

Occupation of Witness: SYSTEMS ADMINISTRATOR

EXECUTED AS A DEED on behalf of
of GRANITE GATE LIMITED
acting by a Director in the presence of:

Signature of Director:



in the presence of:

Name of Witness:

SUE DUDLEY

Address of Witness

ARUN DISTRICT COUNCIL

Occupation of Witness:

SYSTEMS ADMINISTRATOR

