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2013

DATED

7th August

- (1) CHICHESTER DISTRICT COUNCIL
- (2) WEST SUSSEX COUNTY COUNCIL
- (3) HANBURY PROPERTIES (CHICHESTER) LIMITED
- (4) LLOYDS TSB BANK PLC

PLANNING AGREEMENT

Under section 106 of the Town and Country Planning Act 1990

relating to

Land on the North Side of Shopwhyke Road, Shopwhyke, West Sussex

Re Planning Application O/11/05283/OUT

Chichester District Council
East Pallant House
1 East Pallant
Chichester
West Sussex
PO19 1TY

Ref:

We Herby Certify That This is A
True And Complete Copy Of The
Original

Shoosmiths LLP

SHOOSMITHS LLP

Date 9/8/13

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THIS AGREEMENT is made on

9th August

2013

BETWEEN

1. CHICHESTER DISTRICT COUNCIL of East Pallant House, East Pallant, Chichester, West Sussex, PO19 1TY (the "Council");
2. WEST SUSSEX COUNTY COUNCIL of County Hall, West Street, Chichester, West Sussex, PO19 1RQ acting in its capacity as planning highway library and fire authority (the "County Council");
3. HANBURY PROPERTIES (CHICHESTER) LIMITED (Company Registration Number 07327197) of 17 Northgate, Chichester, West Sussex, PO19 1BE (the "Owner"); and
4. LLOYDS TSB BANK PLC of 25 Gresham Street, London EC2V 7HN (the "Mortgagee")

1. DEFINITIONS

In this Agreement, unless the context requires otherwise, the following definitions apply:

- "The Act"** the Town and Country Planning Act 1990 as amended;
- "Affordable Dwelling Units"** The Dwelling Units to be Provided as Affordable Housing in accordance with paragraph 1 of the First Schedule of this Agreement and (subject to paragraphs 1.9 to 1.13 of the First Schedule) to be retained in perpetuity as Affordable Housing in accordance with the Council's housing policies and **"Affordable Dwelling Unit"** shall be construed accordingly;
- "Affordable Dwelling Land"** those parts of the Site on which the Affordable Dwelling Units are to be constructed;
- "Affordable Rented Units"** rented housing let by a Registered Provider to households who are eligible for social rented housing. Affordable rent is not subject to the national rent regime but is subject to other rent controls that require a rent of no more than 80% (eighty percent) of the local market rent including service charges where applicable.
- "Affordable Housing"** affordable housing which includes Affordable Rented Units, Shared Ownership Units and Shared Equity Units provided to eligible households or (in the case of the Shared Equity Units

(eligible Purchasers) whose needs are not met by the market. The Affordable Housing should:

- Meet the needs of eligible households, including availability at a cost low enough for them to afford and determined with regard to local incomes and local house prices.
- Include provision for the home to remain at an affordable price for future eligible households or, if these restrictions are lifted and (subject to paragraphs 1.9 to 1.13 of the First Schedule) for the subsidy to be recycled for alternative affordable housing provision.

"Affordable Housing Mix"

means the following tenure and house type mix for the Affordable Dwelling Units within the Proposed Development subject to any variations thereto as may be approved by the Council pursuant to paragraph 1 of the First Schedule:

- Affordable Rented Dwelling Units - 50% (fifty percent) of the Affordable Dwelling Units which shall (unless otherwise agreed between the Owner and the Council) be broken down as follows:
 - (i) 15% (fifteen percent) 1 bedroom flats;
 - (ii) 17% (seventeen percent) 2 bedroom flats;
 - (iii) 17% (seventeen percent) 2 bedroom houses;
 - (iv) 36% (thirty six percent) 3 bedroom houses; and
 - (v) 15% (fifteen percent) 4 bedroom houses.
- Shared Ownership Units - 30% (thirty percent) of the Affordable Dwelling Units which shall (unless otherwise agreed between the Owner and the Council) be broken down as follows:
 - (i) 20% (twenty percent) 1 bedroom flats;
 - (ii) 29% (twenty nine percent) 2 bedroom flats;
 - (iii) 31% (thirty one percent) 2 bedroom houses; and
 - (iv) 20% (twenty percent) 3 bedroom houses.

- Shared Equity Units 20% (twenty percent) of the Affordable Dwelling Units which shall (unless otherwise agreed between the Owner and the Council) be broken down as follows:

- (i) 20% (twenty percent) 1 bedroom flats;
- (ii) 30% (thirty percent) 2 bedroom flats,
- (iii) 30% (thirty percent) 3 bedroom flats; and
- (iv) 20% (twenty percent) 3 bedroom houses.

“Affordable Housing Masterplan”

means the masterplan approved by the Council pursuant to condition 5 on the Permission specifying the approximate distribution of the Affordable Dwelling Units to be provided within the Proposed Development;

“Application”

the application submitted by the Owner for the construction of the Proposed Development on the Land and given Council reference 0/11/05283/OUT;

“Approved Body”

a Registered Provider or such other body as may be authorised by the Homes and Communities Agency to own and/or manage Affordable Housing (any such other body to be approved by the Council (acting reasonably) in writing);

“Chargee”

any mortgagee or chargee of the Approved Body or the successors in title to such mortgagee or chargee or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925.

“Chichester Harbour SPA”

means the Chichester and Langstone Harbours Special Protection Area

“Commencement”

the commencement of the Proposed Development by the carrying out of a material operation pursuant to the Permission on the Land within the meaning of Section 56 of the Act PROVIDED THAT the carrying out of any site surveys, investigation of ground conditions, ground remodelling or stabilisation works, remedial or decontamination works, archaeological works, construction of temporary accesses and/or temporary highway works, demolition works, the erection of boundary fencing, temporary buildings and

boardings; the provision of services or any works required to discharge any conditions precedent on the Permission shall not constitute a material operation for the purposes of this Agreement and therefore shall not constitute Commencement and the terms "Commence" and "Commenced" shall be construed accordingly,

"Community Building"

means a community building of at least 200 (two hundred) square metres floor space (GIA) (which may include sports changing facilities PROVIDED THAT any such sports changing facilities shall be in addition to and not part of the minimum provision of 200 (two hundred) square metres) to be Provided in the location shown indicatively shaded purple (with no bold edging) on Plan 3 and in accordance with the Community Building Specification

"Community Building Specification"

means a detailed specification outlining the proposed location and layout of the Community Building and the arrangements proposed to be put in place for its subsequent ownership and/or management by an appropriate community based organisation (being a Parish Council, Residents management company, community trust, charity or such other community organisation as the Council may approve) and to enable Community Use of the building to be submitted to and approved by the Council pursuant to paragraph 2.1 of the First Schedule (or any subsequent revision thereto as may be approved by the Council in writing)

"Community Facilities"

Means 417 (four hundred and seventeen) square metres of buildings or floor space available for Community Use which may include (inter alia):

- Community meeting or gathering places;
- Indoor areas capable of accommodating music, dance or drama performances;
- Cultural buildings or exhibition space;
- Other buildings or areas of space that (in the reasonable opinion of the Owner and the Council) further the social wellbeing or social interests of the Residents or local community.
- Other assets in community ownership
- The Community Building
- Shared community/leisure space (e.g. within a sports hall forming part of an expanded Community Building) where the space is available for hire/use

by Residents or local community groups for non sports and leisure community uses for at least 40 hours per week (times and days to be agreed)

- “Community Facilities Contribution”** means such sum as may be payable to the Council as part of the Community Facilities Scheme
- “Community Facilities Scheme”** means a scheme detailing the buildings or other floorspace to be Provided as Community Facilities and timetable for its provision and or payment of appropriate percentage of the £791,000 (seven hundred and ninety one thousand) in lieu to reflect the percentage of the 417 square metres that has been or is being Provided on site through the Community Building and/or Community Facilities (or such lesser sum as the Council may agree in light of the type and value of Community Facilities that are being provided) as a Community Facilities Contribution) to be submitted to and approved by the Council pursuant to paragraph 2.1 of the First Schedule (or such revision thereto as may subsequently be approved in writing by the Council)
- “Community Use”** means for the use of the Residents and the local community and which the public or any section of the public are invited to use (subject to such controls/charges and restrictions as may be set out in any specification/scheme approved by the Council for the facility in question under the terms of this Agreement).
- “Director”** the Council's Director of Home and Community from time to time or his/her authorised representative;
- “Disposal”** means a disposal of the Affordable Rented Units and the Shared Ownership Units to an Approved Body whether by the transfer of the freehold or the grant of a long lease for a term of at least 125 (one hundred and twenty five) years and the term “Disposed” shall be construed accordingly;
- “Dwelling Units”** the dwelling units to be constructed on the Land pursuant to the Permission and **“Dwelling Unit”** means any one of them;

"Ecological Mitigation Contribution"

the sum to be paid in accordance with paragraph 4.4 of the First Schedule of this Agreement being a contribution towards the provision of off-site mitigation measures to mitigate any impacts of the Proposed Development on the Chichester Harbour SPA;

"Education Contributions"

means the Primary School Contribution the Secondary School Contribution and the Sixth Form Contribution;

"Education Contributions 1st Instalment"

means the relevant sum calculated applying the formulae at paragraph 11.2 of the First Schedule to the first 124 (one hundred and twenty four) Dwelling Units Occupied within the Proposed Development;

Education Contributions 2nd Instalment"

means the relevant sum calculated applying the formulae at paragraph 11.2 of the First Schedule for the next 68 (sixty eight) Dwelling Units Occupied within the Proposed Development subsequent to those Occupied Dwelling Units covered by the Education Contributions 1st Instalment;

Education Contributions 3rd Instalment"

means the relevant sum calculated applying the formulae at paragraph 11.2 of the First Schedule for the next 105 (one hundred and five) Dwelling Units Occupied within the Proposed Development subsequent to those Occupied Dwelling Units covered by the Education Contributions 2nd Instalment;

"Education Contributions 4th Instalment"

means the relevant sum calculated applying the formulae at paragraph 11.2 of the First Schedule for any remaining Dwelling Units Occupied or authorised by a Reserved Matters Approval over and above those Occupied Dwelling Units covered by the previous three instalments of the Education Contributions;

"Eligible Purchaser"

means a person:

(i) who is unable to compete in the open market has a Local Connection (as defined in paragraph 1.9 of Appendix 3); and

(ii) who does not (or will not at the point of purchase of the Shared Equity Unit) possess a legal interest in any other dwelling.

"Employment Hub"	means up to 4,400 (four thousand four hundred) square metres of employment/business/commercial space to be provided within an Enterprise Hub forming part of Phase 4 of the Proposed Development as shown for identification purposes shaded blue on Plan 3 (or such other area or areas as may be approved by the Council pursuant to the relevant reserved matters applications);
"Employment Hub Marketing Strategy"	means a strategy for the marketing and letting/sale of the Employment Hub (or floorspace or units therein) so as to seek to find potential occupants or purchasers for the space and enable its Occupation as soon as reasonably practicable which shall include marketing the units/floorspace within the Employment Hub on reasonable commercial terms with at least 2 (two) local commercial agents approved by the Council;
"Fire and Rescue Service Contribution"	the sum to be paid in accordance with paragraph 10 of the First Schedule of this Agreement being a contribution towards the provision of fire service infrastructure (excluding fire hydrants) in the vicinity of the Land to serve the additional needs of the community generated by the Proposed Development;
"Highway Works"	means those works as are referred to in Conditions 6,7,8,9,10,11,12,13,14 and 17 of the Permission
"Homes and Communities Agency"	means the Homes and Communities Agency of Central Business Exchange II, 406-412 Midsummer Boulevard Central Milton Keynes, MK9 2EA or any successor organisation which replaces it as the body responsible for the regulation of social housing providers in England
"Index"	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
"Index Linked"	means: <ul style="list-style-type: none"> (i) in connection with any contributions or sums payable to the Council pursuant to this Agreement increased by an amount equal to the proportionate increase in the Index between the quarter preceding the date of this Agreement and the quarter preceding the date on which a contribution is paid; or (ii) in connection with any contribution or sum payable to the County Council pursuant to this Agreement means subject to

adjustment at the date that the relevant payment or instalment falls due to give effect to any changes in the Royal Institute of Chartered Surveyors Building Cost Information Service All In Tender Price Index between the date hereof and the date of payment of the relevant payment or instalment.

"Interest Rate" the rate of 4% (four percent) above the base rate from time to time of the Bank of England applicable at the date the relevant contribution under this Agreement is paid;

"Land" the freehold property known as land on the north side of Shopwhyke Road, Shopwhyke, West Sussex being registered with absolute title at the Land Registry under title number WSX321673 and shown, for indicative purposes only, edged red on Plan 1;

"LAP" means a local area of play designed to meet the Fields in Trust Play standards for such areas as at the date hereof (save as otherwise agreed between the Owner and the Council)

"LEAP" means a Local Equipped Area of Play designed to meet the Fields in Trust Play standards for such areas as at the date hereof (save as otherwise agreed between the Owner and the Council)

"Library Contribution" the sum payable (if applicable) in accordance with paragraph 9 of the First Schedule of this Agreement being a financial contribution towards the costs of providing the additional library infrastructure required to accommodate the extra demands for library services that would be generated by the Proposed Development;

"Management Company" means:

- (a) in respect of the SANGS such company or body capable of owning, maintaining and managing the SANGS in accordance with the SANGS Maintenance Plan as the Owner may propose and the Council approves in writing; and/or
- (b) in respect of the Open Space, Amenity and Play Areas, the SUDS (and any other landscaping areas, private estate roads or communal parts of the Proposed Development which are to be transferred to or managed and maintained by a Management Company pursuant to this Agreement or the

conditions on the Permission) a company (either controlled by the Residents or such alternative form of management company as the Owner may propose and the Council approves in writing) incorporated for the purpose of or capable of collecting an income and/or maintenance fees or similar from the Residents to be used for the long term maintenance of the parts of the Land of which the freehold or leasehold interests have not been transferred to Residents;

"NEAP"

means a neighbourhood equipped area for play designed to meet the Fields in Trust Play standards for such areas as at the date hereof (save as otherwise agreed between the Owner and the Council) to be provided within Sub Phase 2b of the Proposed Development in such location approved by the Council pursuant to the relevant Reserved Matters application for said Sub Phase

"Nomination Agreement"

a nomination agreement substantially in the form attached to this Agreement as Appendix 1 subject to such amendments thereto as may be agreed between the relevant Approved Body and the Council;

"Nomination Rights"

the right to nominate occupiers to the relevant Affordable Rented Units in accordance with paragraph 1.14 to 1.19 of the First Schedule and the provisions of any relevant Nomination Agreement;

"Occupation"

beneficial occupation for any use for which the Proposed Development (or as the context requires the relevant part of it) was designed other than occupation for the purposes of construction, marketing or fitting out;

"Open Market Value"

The estimated amount for which the relevant Dwelling Unit would exchange on the open market at the date of valuation between a willing buyer and a willing seller in an arms-length transaction after proper marketing wherein the parties had acted knowledgeably, prudently and without compulsion and ignoring any obligations or restrictions requiring the Dwelling Unit to be used for Affordable Housing contained within this Agreement;

"Open Space and Amenity Areas"

means all those areas of open space and amenity space to be Provided within the Proposed Development in accordance with the details approved by the Council under the relevant Open Space and Play Areas Specifications for use by the

Residents (excluding the SANGAS)

"Open Space and Play Areas Specification"

means scheme or specification for each Phase of the Proposed Development setting out:

- (i) the proposed timetable and programme for delivery of the Open Space and Amenity Areas and the Play Areas to be provided within the relevant Phase (or each of the Sub Phases within that Phase) by reference to the Occupation of a certain number of Dwelling Units therein or such alternative trigger points for delivery as may be approved by the Council when approving the relevant specification; and
- (ii) in respect of the Play Areas within that Phase, the detailed specification for the laying out of the Play Area or Play Areas in question and the equipment to be provided within said areas; and
- (iii) a maintenance and management plan for the Open Space and Amenity Areas, and Play Areas within that Phase including details of whether the areas in question are to be transferred to or managed by the Owner, a Management Company or some other body or organisation, who is to insure the areas in question, the person who shall be the point of contact for anyone wishing to raise issues regarding the management or maintenance of the Open Space and Amenity Areas or Play Areas within the Phase and the mechanisms which shall be put in place to ensure that the details of the point of contact are publicised to residents of the Proposed Development and in the event of any change in the point of contact to notify the Council in writing within 7 (seven) days of the date of such change;

"Operative Date"

the date the Proposed Development is Commenced;

"Owner"

means the party named as such above and includes successors in title;

"Permission"

a planning permission for the Proposed Development granted pursuant to the Application;

"Phase"	means any of the four (4) phases of the Proposed Development as detailed within the Phasing Plan;
"Phasing Plan"	means the phasing plan for the Proposed Development annexed hereto as Plan 4 or such variation or variations thereto as may be approved by the Council from time to time;
"Plan 1 "	the plan numbered 00377.02 attached to this Agreement;
"Plan 2"	the plan numbered EC04 attached to this Agreement;
"Plan 3"	the plan numbered 00377.04 attached to this Agreement;
"Plan 4"	The plan numbered 00377.12 attached to this Agreement;
"Planning Authorities"	the Council and the County Council;
"Planning Obligations"	the obligations, conditions and stipulations set out in the First Schedule to this Agreement;
"Play Areas"	means the NEAP, LEAPS and LAPS to be Provided within the Proposed Development which will (unless otherwise agreed in writing by the Council) include the following: Phase 1: Sub Phase 1a – 1 x LEAP and 1x LAP; Phase 2: Sub Phase 2b – 1 x NEAP; Phase 3: Sub Phase 3b – 1 x LEAP and 3 x LAPS.
"Primary School Contribution"	means the sum to be paid in accordance with paragraph 11 of the First Schedule being a contribution towards the provision of additional or improvements to existing primary education facilities serving the Proposed Development
"Proposed Development"	means the residential development of the Land for an urban extension to Chichester comprising a residential development of 500 dwellings within a parkland setting together with employment redevelopment and associated vehicular, cycle and pedestrian access, drainage and landscaping, community facilities, elderly care village, localised retail units and major new public space pursuant to the Permission
"Protected"	Any person who:

Occupier?

- (a) Has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent statutory right) in respect of a particular Affordable Dwelling Unit; or
- (b) Has exercised any statutory right to acquire or right to buy (or any equivalent contractual right) in respect of a particular Affordable Dwelling Unit); or
- (c) Has accomplished final staircasing in accordance with the terms of a Shared Ownership Lease

"Provide"

means:

- (a) in the case of the Affordable Dwelling Units to design and construct such units to meet Code for Sustainable Homes Level 3 and so that they are fit for habitation and ready for Occupation and (where required as a condition of affordable housing grant funding) in accordance with the relevant Design and Quality Standards of the Homes and Communities Agency as at the date hereof; or
- (b) in the case of the Community Building and the Employment Hub fit for purpose and in accordance with the relevant specification approved in writing by the Council pursuant to this Agreement and notwithstanding the compliance with the relevant specification it shall be unreasonable for the Council to claim that such buildings are not structurally sound or fit for purpose if they meet building regulations and NIIBC (or equivalent) requirements; or
- (c) in the case of the Sports Pitches, Play Areas, the SANGS the SUDS the Open Space and Amenity Areas to the Council's reasonable satisfaction and in accordance with the details and specifications approved in writing by the Council pursuant to this Agreement or (as the case may be) the scheme approved pursuant to the relevant condition or conditions on the Permission; or
- (d) in the case of any other building within the Proposed Development in accordance with the terms of the Permission (or such other subsequent permission as shall authorise said building).

and "Provided" shall be construed accordingly

"Public Art Scheme"

means an outline scheme to be submitted to and approved by the Council (including any subsequent revision thereto as is approved in writing by the Council) detailing the proposed measures which will be taken by the Owners to either incorporate items of public art within the Proposed Development or ensure that the Proposed Development will assist in the promotion of the arts which may include the provision, installation and maintenance of suitable items of public artwork or themed street furniture or landscaping or gateway features within the Proposed Development or the making available of display or performance spaces within the Proposed Development to local artists, groups or performance groups or a combination of the above and the Public Art Scheme shall include a timetable for the delivery of the public art including identified milestones within the Development by which the public art or parts of it must be delivered;

"Registered Provider"

a registered provider of Affordable Housing pursuant to the Housing and Regeneration Act 2008;

"Reserved Matters"

means the applications for reserved matters approval submitted pursuant to the Permission and in the context of the County Council contributions shall mean those reserved matters approvals which establish the precise number and mix of Dwelling Units on each Sub Phase.

"Residents"

the residents of the individual Dwelling Units constructed on the Land;

"SANGS"

means the 8.12 hectares of suitable alternative natural green space to be provided as part of the Proposed Development in the areas shown indicatively coloured green and with vertical red hatching on Plan 2 (or such other area or areas of land as may be approved by the Council in writing)

"SANGS 1A Area"

means that part of the SANGS area shown indicatively coloured light blue and labelled SANGS 1a on Plan 2 which is to be provided as part of Sub Phase 1a of the Proposed Development (or such other suitable area or areas of land as may be approved by the Council in writing)

"SANGS 3B Area"

Means those parts of the SANGS area shown indicatively coloured green and labelled SANGS 3b on Plan 2 which is to

be provided as part of Sub Phase 1b of the Proposed Development (or such other suitable area or areas of land as may be approved by the Council in writing)

"SANGS Information Packs"

means householder information packs and leaflets to be given to occupiers of the Proposed Development upon first Occupation and to local people promoting the new SANGS areas

"SANGS Maintenance Plan"

means a maintenance and management plan for the SANGS including details of:

(a) details of how the SANGS areas will be laid out and the body(s), organisation(s) or Management Company who will be responsible for the on-going management, maintenance and insurance of the SANGS areas including how that on-going management, maintenance and insurance will be funded;

(b) the person or persons who shall be the point of contact for anyone wishing to raise issues regarding the management or maintenance of the SANGS; and

(c) the mechanisms which shall be put in place to ensure that the details of the point of contact are publicised to residents of the Proposed Development and members of the public and in the event of any change in the point of contact to notify the Council in writing within 7 (seven) days of the date of such change

"Secondary School Contribution"

means the sum to be paid in accordance with paragraph 11 of the First Schedule being a contribution towards the provision of additional or improvements to existing secondary education facilities serving the Proposed Development

"Service Level Agreement"

means any Service Level Agreement relating to the nomination of Affordable Housing as may have entered into between the relevant Approved Body and the Council at the date in question

"Shared Equity Units"

means Dwelling Units to be provided to Eligible Purchasers under a low cost discounted sale arrangement (or such other shared equity, low cost homes for sale or intermediate rent product as the Council may approve in writing) where the price payable by the purchaser is no more than 80% (eighty percent) of the Open Market Value and a charge or covenant (or other suitable mechanism) is put in place so as to ensure

that (subject to paragraphs 19 to 113 of the First Schedule and paragraph 1.10 of Appendix 3) the price payable upon re-sale remains at no more than 80% (eighty percent) of Open Market Value (at the date thereof)

“Shared Ownership Lease”

a shared ownership lease for a term of at least 125 (one hundred and twenty five) years in the form as 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 (or replacement or successor body);

“Shared Ownership Units”

any Affordable Dwelling Units to be provided as shared ownership units for sale under a Shared Ownership Lease in accordance with paragraph 1 of the First Schedule to this Agreement;

“Sixth Form Education Contribution”

means the sum to be paid in accordance with paragraph 11 of the First Schedule being a contribution towards the provision of sixth form education facilities serving the Proposed Development;

“Sports and Leisure Contribution”

means (subject to paragraph 7 of the First Schedule) the sum of £475,674 (four hundred and seventy five thousand six hundred and seventy four pounds)

“Sports and Leisure Provision Scheme”

means a scheme or schemes for provision of sports and leisure facilities within the Proposed Development serving Residents of the Proposed Development in lieu (either in part or wholly) of the payment of the Sports and Leisure Contribution which shall contain:

- (i) details of the building, facilities or equipment the Owner proposes to provide on the Land in lieu of payment of the Sports and Leisure Contribution (or part thereof) which may include
 - Indoor and outdoor formal sports facilities which FOR THE AVOIDANCE OF DOUBT shall not include the Sports Pitches or any other facility expressly required pursuant to the terms of this Agreement;
 - Less formal facilities such as skate parks, watersports facilities, leisure cycling facilities or

improvements to footpaths and bridleways where said facilities or improvements are in addition to those forming part of the transport mitigation measures or formal open space and play space provision currently proposed under the application proposals;

- * Privately operated gym/fitness or other leisure facilities where priority and affordable priced membership is made available to Residents of the Proposed Development;
- * Shared community/leisure space (e.g. within a hall forming part of an expanded Community Building or changing rooms or a dance or exercise studio within said building) where the leisure space is available for hire/use by Residents or local community groups for sports and leisure uses for at least 40 (forty) hours per week times and days to be agreed

- (ii) the amount by which the Owner proposes that the Sports and Leisure Contribution should be reduced by to account for the Owner providing the buildings, facilities or equipment in question as part of the Proposed Development; and
- (iii) a timetable/programme for delivery of the relevant building, facilities or equipment by the Owner.

to be submitted to and approved by the Council pursuant to paragraph 7 of the First Schedule

“Sports Pitches”

means an area of playing fields to be provided within Phase 4 of the Proposed Development in the area shown indicatively shaded yellow on Plan 3 (or such other suitable alternative area as may be approved by the Council in writing) which is capable of accommodating a minimum sized recreational ECB adult cricket pitch in the summer months and (within the same area) a Football Association senior football pitch and Youth football pitch in the winter months);

“Sports Pitches Specification”

means a detailed specification outlining the proposed location and layout of the Sports Pitches and the arrangements proposed to be put in place for their subsequent ownership and/or management by an appropriate community based organisation (being a Parish Council, Residents management

company, community trust, charity or such other community organisation as the Council may approve) and to enable Community Use of the Sports Pitches to be submitted to and approved by the Council pursuant to paragraph 2.5 of the First Schedule (or such revision thereto as may be approved by the Council in writing).

“Starter Tenancy” means a periodic assured shorthold tenancy that may, in the event that the conditions set out in the Registered Provider or Approved Body’s standard Starter Tenancy are fulfilled, become an assured tenancy after 12 (twelve) months and which shall be in a form which accords with the requirements of the Homes and Communities Agency (or replacement or successor body);

“Sub-Phase” means a sub-phase of the Development as detailed on the Phasing Plan which, for the avoidance of doubt shall (unless any variations thereto are approved by the Council pursuant to condition 3 of the Permission) consist of the following:

- (i) Phase 1 – Sub- Phases 1a, 1b and 1c;
- (ii) Phase 2 – Sub-Phases 2a, 2b and 2c;
- (iii) Phase 3 – Sub Phases 3a, 3b and 3c.

“Sub Phase Affordable Housing Scheme” means a plan or scheme to be submitted to the Council for each Sub Phase pursuant to paragraph 1 of the First Schedule specifying the precise location and mix and tenure types of the Affordable Dwellings to be Provided within that Sub Phases and also in respect of the Shared Equity Units the products/arrangements pursuant to which said units are proposed to be marketed and sold;

“Surface Water Drainage Strategy” means the strategy for the provision and on-going maintenance and repair of the surface water drainage infrastructure serving the Proposed Development which is to include the maintenance and management arrangements for the SUDS and which is to be submitted by the Owner and approved by the Council pursuant to Condition 33 on the Permission

“Temporary Community means a scheme for the provision of temporary buildings to be used for the purposes of community meeting and

Facilities
Scheme"

gatherings by the Residents during the construction of the Proposed Development and pending the completion of the Community Building which shall consist of at least 60 square metres of temporary community meeting space (which for the avoidance of doubt may be moved from time to time within the Proposed Development in order to allow for the build programme) and which is to be submitted by the Owner and approved by the Council pursuant to paragraph 2.8 of the First Schedule.

"Travel Plan"

Means the Travel Plan or Travel Plans referred to in Condition 19 of the Permission

2. BACKGROUND

- (A) The Council and the County Council are the local planning authorities, the Council is the Housing Authority and the County Council is the highway authority, education authority and the authority responsible for the provision of library and fire services for the area within which the Land is situated and are the authorities by whom the Planning Obligations contained in this Agreement are respectively enforceable.
- (B) The Owner is the freehold owner of the Land free from encumbrances save only as mentioned in the registered title to the Land.
- (C) The Owner has through the Application sought planning permission from the Council for the Proposed Development.
- (D) The Council is prepared to grant the Permission subject to the Owner entering into the Planning Obligations and the Owner has indicated willingness to enter into the Planning Obligations upon the terms set out in this Agreement.
- (E) The Mortgagee has the benefit of a registered charge over the Land dated 20 April 2011 and enters into this Agreement in order to give the consent at Clause 14 below.

The parties agree as follows:

3. THE PLANNING OBLIGATIONS

- 3.1 This Agreement is made pursuant to the provisions of section 106 of the Act section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011 and all other powers so enabling and to the extent that they fall within the terms of section 106 of the Act the Planning Obligations are planning obligations for the purposes of section 106 of the Act and: