FILE COPY
TCP/4/182

DATED 7th August 2013

(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 Hereby Certify That This Is A True And Complete Copy Of The Original
Shoosmiths LLP
SHOOSMITHS LLP
Date 9/8/13

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 1of 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

hoardings 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: (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 Playdesigned 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 knowledgably, 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 SANGS)

"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 questions, 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 NHBC (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 1.9 to 1.13 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:

3.1.1 are binding on the Land and enforceable by the Planning Authorities as provided herein;

3.1.2 are local land charges and shall be registered as such by the Council;

3.1.3 subject to clause 4 will come into effect on the Operative Date.

3.2 Nothing in the Planning Obligations shall be construed as restricting the exercise by the Planning Authorities of any powers exercisable by or pursuant to the Act or any amendment or re-enactment of the Act

4. COMMENCEMENT

4.1 This Agreement shall take effect on the date hereof but the Planning Obligations shall be conditional upon and take effect on the Operative Date EXCEPT WHERE those Planning Obligations expressly require the performance prior to the Operative Date in which case those obligations shall take effect on the date hereof

4.2 If the Permission shall expire prior to the Operative Date then the provisions of this Agreement shall cease to have further effect.

4.3 The Council undertakes that on completion of this Agreement and payment of its reasonable legal costs and those of the County Council as provided for in Clause 11 it will forthwith issue the Permission.

5. COVENANTS

5.1 Subject to Clause 4 above and Clauses 5.2 to 5.12 below the Owner covenants with the Council and the County Council (as the case may be) to perform the Planning Obligations and each and every term and condition of them.

5.2 Without prejudice to liability for any subsisting breach of the Planning Obligations the Owner shall not be liable for breach of a Planning Obligation after the Owner has parted with all interest in the Land or in the part of the Land in respect of which such breach occurs or where an obligation is expressed to relate to a specific part of parts of the Land if the Owner does not hold any interest in the relevant part of the Land to which the breach relates

5.3 The obligations in this Agreement to pay financial contributions shall not be enforceable:

5.3.1 against individual lessees or purchasers Occupying or entitled to Occupy Dwelling Units within the Proposed Development; or

5.3.2 against any statutory undertaker whose apparatus may be situated within the Land.

5.4 The obligations in this Agreement shall not be enforceable against individual lessees or purchasers Occupying or entitled to Occupy Affordable Dwelling Units within the Proposed Development SAVE (subject to the exceptions contained within and subject to paragraphs 1.9 - 1.13 of the First Schedule) in respect of the obligation to use the Affordable Dwelling Units as Affordable Housing contained at paragraph 1.6 of the First Schedule.

5.5 At any time after fulfilment of the Planning Obligations (or each of them if more than one) the Council or the County Council (as appropriate) will upon the written request of the Owner issue to the Owner a certificate confirming compliance with and fulfilment of such obligation(s).

5.6 The Council covenants with the Owner to perform the obligations set out in the Second Schedule to this Agreement.

5.7 The County Council covenants with the Owner to perform the obligations set out in the Second Schedule to this Agreement.

6. WAIVER

No waiver (whether express or implied) by the Planning Authorities in respect of any breach or default by the Owner in the performance or observation of the Planning Obligations in whole or in part shall constitute a continuing waiver or prevent the Planning Authorities or either of them from enforcing any of the obligations or conditions contained in the Planning Obligations or acting upon any subsequent breach or default of the Planning Obligations by the Owner.

7. FUTURE PERMISSIONS

Save as expressly provided (if at all) nothing in this Agreement shall be implied to prohibit or restrict the future development of the Land (or any part of it) in accordance with any planning permission granted after the date of the Permission.

8. ARBITRATION

Any dispute or difference arising between the parties with regard to their respective rights and obligations as to any matter or thing arising out of or connected with this Agreement shall be referred to the decision of a single arbitrator to be agreed by the parties or failing agreement between them to be nominated by the President for the time being of the Royal Institution of Chartered Surveyors and any such reference shall be deemed to be a submission to arbitration within the meaning of the

Arbitration Act 1996 or any statutory modification or re-enactment for the time being in force

9. INTERPRETATION

9.1 Except where the context renders it absurd or impossible every reference to any party to this Agreement shall include the successors to the statutory functions of such party, it's or their successors in title, assigns and personal representatives and any other party deriving title from the Owner by and against whom this Agreement shall be enforceable as if they had been originally named as parties.

9.2 In this Agreement:

9.2.1 words expressed in any gender shall, where the context so requires or permits, include any other gender;

9.2.2 words importing persons shall include bodies corporate and partnerships and other incorporated bodies and vice versa;

9.2.3 words expressed in the singular shall, where the context so requires or permits, include the plural and where any party is more than one person:

a) that party's obligations shall take effect as joint and several obligations;

b) anything in this Agreement which applies to that party shall apply to all of those persons collectively and each of them separately;

c) the benefits contained in this Agreement in favour of that party shall take effect as conferred in favour of all of those persons collectively and each of them separately;

9.2.4 the headings to clauses are inserted for ease of reference only and shall not affect the construction of the Agreement;

9.2.5 references in this Agreement to anything which any party is required to do or not to do shall include its acts, defaults and omissions, whether direct or indirect on its own account, or for or through any other person, and those which he permits or suffers to be done or not done by any other person;

9.2.6 the effect of all obligations affecting the Owner under this Agreement is cumulative and no obligation shall be limited or modified by any other

obligation unless there is in this Agreement an express limitation or modification

10. THIRD PARTY RIGHTS

This Agreement is not intended to (nor does it) enable any rights under the Contracts (Rights of Third Parties) Act 1999.

11. COSTS

The Owner undertakes to the Council and the County Council to forthwith pay the Council's reasonable and proper legal costs and the County Council's reasonable legal costs of £2,500 (two thousand five hundred pounds) incurred in connection with the preparation and completion of this Agreement.

12. SEVERANCE

If any provision in this Agreement shall in whole or in part be held to any extent to be illegal, ultra vires or unenforceable under any enactment or rule of law, such provisions shall to the extent required be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect any other circumstances or the validity or enforcement of this Agreement and in the event of any such deletion the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted.

13 REASONABLENESS

13.1 Where the agreement approval consent or expression of satisfaction is required by the Owner from the Council or the County Council under the terms of this Agreement such agreement approval consent or expression of satisfaction shall not be unreasonably withheld or delayed.

14 MORTGAGEE'S CONSENT

The Mortgagee acknowledges and declares that this Agreement has been entered into by the Owner with its consent and that those parts of the Land which are subject to its charge shall be bound by the obligations contained within this Agreement and also that the charge shall take effect subject to this Agreement PROVIDED THAT the Mortgagee shall have no liability under this Agreement unless and until it takes possession of the relevant part of the Land in which case it will also be bound by the obligations as if it were a person deriving title from the Owner and FURTHER

PROVIDED THAT in the event the Mortgagee takes possession of the Land or any part of the Land the Mortgagee shall not be liable for breach of a Planning Obligation after it has parted with all interest in the Land or in the part of the Land in respect of which such breach occurs with the exception of any breaches which occurred whilst the Mortgagee was in possession of the Land.

IN WITNESS of which this document has been duly executed as a deed and delivered on the date stated at the beginning of this document.

FIRST SCHEDULE

The Planning Obligations

1. AFFORDABLE HOUSING

1.1 Prior to the Commencement of each Sub Phase to provide the Council with the Sub Phase Affordable Housing Scheme for that Sub Phase for approval along with written notification of the name of the Approved Body (or Approved Bodies) to whom the Owner proposes offer to dispose the Affordable Rented Units and Shared Ownership Units and (if applicable) Shared Equity Units within that Sub Phase for approval.

1.2 Unless otherwise agreed in writing by the Council when approving the Sub Phase Affordable Housing Scheme, the Affordable Dwelling Units within each Sub Phase shall comprise 30% (thirty percent) and shall not in any event exceed 40% (forty percent) of the Dwelling Units in the relevant Sub Phase and the said Affordable Dwelling Units shall be provided within each Sub Phase so as to ensure that across each Phase the Affordable Dwelling Units are Provided in a proportion equal to the Affordable Housing Mix PROVIDED THAT:

(i) in the event that in any Sub-Phase the Owner does not wish to Provide Shared Equity Units (or is unable to sell any such Affordable Dwelling Units as a Shared Equity Unit) then the Owner may elect (serving notice in writing upon the Council accordingly) to provide the said Affordable Dwelling Unit or Affordable Dwelling Units as Shared Ownership Units or Affordable Rented Units and the Affordable Housing Mix for the relevant Phase and overall for the Proposed Development shall be adjusted accordingly; and

(ii) in the event that it is agreed between the Owner and the Council pursuant to a Sub Phase Affordable Housing Scheme that in a particular Sub-Phase the Owner will Provide more than 30% (thirty percent) of the Dwelling Units as Affordable Housing Units then the Owner shall be entitled to submit a Sub Phase Affordable Housing Scheme in respect of one or more of the remaining Sub Phases within the Proposed Development that Provides less than 30% (thirty percent) but no less than 20% (twenty percent) of the Dwelling Units in that Sub Phase or those Sub Phases as Affordable Housing Units but only to the extent that is necessary to ensure that the number of Affordable Housing Units required to be Provided within the relevant Phase (or as the case may be the Proposed Development as a whole) does not exceed 30% (thirty percent) of the Dwelling Units.

1.3 No Sub Phase shall (unless otherwise agreed in writing by the Council) be Commenced unless and until the Sub Phase Affordable Housing Scheme for that Sub Phase has been approved by the Council in writing.

1.4 Prior to first Occupation of more than 40% (forty percent) of the Open Market Units in each Sub Phase to Provide 50% (fifty percent) of the Affordable Dwelling Units to be Provided within that Sub Phase as specified within the Sub-Phase Affordable Housing Scheme to the Council's reasonable satisfaction and not to allow first Occupation of any further Open Market Units on the relevant Sub Phase until:

1.4.1 the said 50% (fifty percent) of the Affordable Dwelling Units for the Sub Phase have been Provided to the Council's reasonable satisfaction in accordance with the following provisions; and

1.4.2 any Affordable Rented Units and Shared Ownership Units and/or any Shared Equity Units (which are to be disposed of to an Approved Body having regard to the product in question) comprised within the 50% (fifty percent) of the Affordable Housing Units which have been Provided within the Sub Phase have been Disposed of to an Approved Body on terms which require the Approved Body to enter into the Nominations Agreement with the Council within 28 (twenty eight) days of the date of the Disposal and written notification of such Disposal has been received by the Director of the Council; and/or

1.4.3 any Shared Equity Units comprised within the 50% (fifty percent) of the Affordable Housing Units which have been Provided within the Sub Phase that are not going to be transferred to an Approved Body have been Provided and made available for Occupation

1.5 Prior to first Occupation of more than 75% (seventy five percent) of the Open Market Units in each Sub Phase to Provide the remaining 50% (fifty percent) of the Affordable Dwelling Units to be Provided within that Sub Phase as specified within the Sub-Phase Affordable Housing Scheme to the Council's reasonable satisfaction and not to allow first Occupation of any further Open Market Units on the relevant Sub Phase until

1.5.1 the said Affordable Dwelling Units for the Sub Phase have been Provided to the Council's reasonable satisfaction in accordance with the following provisions; and

1.5.2 any Affordable Rented Units and Shared Ownership Units and/or any Shared Equity Units (which are to be disposed of to an Approved Body having regard to the product in question) Provided within the Sub Phase have been Disposed of to an Approved Body on terms which require the Approved Body to enter into the Nominations Agreement with the Council within 28 days of the date of the Disposal and written notification of such Disposal has been received by the Director of the Council; and/or

1.5.3 any Shared Equity Units Provided within the Sub Phase that are not going to be transferred to an Approved Body have been Provided and made available for Occupation

1.6 Once Provided in accordance with the terms of this paragraph 1, the Affordable Rented Units and Shared Ownership Units and Shared Equity Units shall (subject to paragraphs 1.9 to 1.13 below) thereafter be Occupied as Affordable Housing in accordance with the mix specified and approved for the relevant Sub Phase within the approved Sub-Phase Affordable Housing Scheme.

1.7 Upon the Approved Body purchasing the Affordable Rented Units and/or Shared Ownership Units within any Sub Phase, the Approved Body shall enter into the Nominations Agreement with the Council in respect of said units substantially in the form of the draft annexed hereto. Upon the Approved Body entering into the Nominations Agreement, the provisions of the Nominations Agreement shall apply to the Affordable Rented Units and Shared Ownership Units which are specified therein and such agreement shall (for such period as it is in force) take the place of and supersede the provisions of Paragraphs 1.14 to 1.19 below.

1.8 Subject to paragraphs 1.9 to 1.13 below the Owner covenants with the Council to comply with the provisions of Appendix 3 in respect of the Shared Equity Units within each Sub Phase.

1.9 Subject to paragraphs 1.10 to 1.13 below the Owner shall not Dispose of the Affordable Dwelling Units other than to an Approved Body previously approved in writing by the Council (or in the case of the Shared Equity Units to an Eligible Purchaser) and any such units shall not be Occupied other than for Affordable Housing except by:

1.9.1 Any Protected Occupier or any mortgagee or chargee of the Protected Occupier or any person deriving title from the Protected Occupier or any successor in title thereto and their respective mortgagees and charges; or

1.9.2 Any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor.

1.10 If at any time the Council is reasonably satisfied that:

1.10.1 a Chargee in the proper exercise of its powers intends to dispose of or to cause to be disposed all or any of the Affordable Dwelling Units or all or any part of the Affordable Dwelling Land; and

1.10.2 the disposal referred to at 1.10.1 would not comply with the provisions of paragraph 1.9;

THEN no disposal shall take place other than in accordance with paragraphs 1.11 to 1.13.

1.11 The Chargee (or any receiver appointed by the Chargee) shall:

1.11.1 Only exercise any power of sale arising under a mortgage or charge over any Affordable Dwelling Unit in the event of default by the Approved Body;

1.11.2 Notify the Council in writing of the aforementioned default as soon as reasonably practicable and in any event within 14 (fourteen) days of serving any notice on the Approved Body;

1.11.3 Not exercise its power of sale for a period of 10 (ten) weeks following the provision of such evidence to enable the Council to either obtain approval to the Council purchasing the Affordable Dwelling Units or to find a Registered Provider nominated by the Council who is prepared to complete a transfer of the Affordable Dwelling Units within the period set out at paragraph 1.11.5 below provided that the consideration for any such transfer shall be on reasonable commercial terms (which shall disregard any restrictions set out within this schedule) which will at least discharge the debt owed to the Chargee or receiver;

1.11.4 If the Council does not within said 10 (ten) week period serve notice on the Chargee in writing that either (i) it will accept a transfer of the Affordable Housing Units or (ii) a Registered Provider nominated by the Council has board approval and is prepared to complete a transfer of the Affordable Dwelling Units in accordance with paragraph 1.11.3 above then the Chargee (or receiver) may thereafter sell or dispose of the Dwelling Units in question (or any associated Affordable Housing Land) as it shall think fit and this Agreement and the Nomination Agreement shall forthwith terminate in relation to such Dwelling Units or land which may thereafter be occupied free from any restrictions set out herein;

1.11.5 If the Council does within said 10 (ten) week period serve notice on the Chargee in writing that either (i) it will accept a transfer of the Affordable Housing Units or (ii) a Registered Provider nominated by the Council is prepared to complete a transfer of the Affordable Dwelling Units in accordance with paragraph 1.11.3 above then the Chargee and the Council or the nominated Registered Provider (as the case may be) shall use all reasonable endeavours to complete the transfer of the Affordable Dwelling Units within a period of 8 (eight) weeks from the date of service of written notice by the Council on the Chargee pursuant to paragraph 1.11.3 but if the Chargee and the Council or the Registered Provider (as the case may be) are unable to complete said transfer within the 8 (eight) week period, the Chargee

(or receiver) may thereafter sell or dispose of the Dwelling Units or Affordable Housing Land as it shall think fit and this Agreement and the Nomination Agreement shall forthwith terminate in relation to such Dwelling Units or land which may be occupied free from any restrictions set out herein;

1.12 Subject to paragraphs 1.9 to 1.11 and 1.13 the Council's right of pre-emption shall be binding on and enforceable against any successor in title, mortgagee or chargee of all or part of the Affordable Dwelling Land or the income derived therefrom but for the avoidance of doubt shall not be binding upon nor enforceable against any Protected Occupier or their mortgagee or successor in title.

1.13 The parties agree that a disposal to a Protected Occupier shall not be in breach of this Agreement and, save where expressly indicated, upon completion of such disposal the Protected Occupier and the Affordable Dwelling Unit in question shall be exempt from the provisions of this Agreement as shall anyone deriving title from such person.

Letting the Affordable Dwelling Units

1.14 Until such time as a Disposal has been completed and any Affordable Dwelling Units have been transferred to an Approved Body (or in the case of the Shared Equity Units directly to an Eligible Purchaser or an Approved Body as the case may be) who has entered into a Nomination Agreement (unless it is a transfer directly to an Eligible Purchaser) with the Council as required under paragraph 1.5 above, then the said Affordable Dwelling Units shall not be occupied other than as Affordable Rented Units and such units shall not be Occupied or managed other than in accordance with the provisions set out in paragraphs 1.15 to 1.25 below, and the Owner shall appoint an Approved Body (as shall have been previously approved by the Council in writing) and ensure that such Approved Body manages and controls the letting of all the Affordable Rented Units in accordance with the following paragraphs.

Council Nominations

1.15 Until such time as an Approved Body has entered into a Nominations Agreement in respect of the Affordable Dwelling Units, the procedure for nominations by the Council set out in paragraphs 1.16 to 1.18 inclusive shall apply in the following proportions:

1.15.1 In respect of the first Occupation of the Affordable Rented Units – the procedure set out at paragraphs 1.16 to 1.18 shall apply to 100% (one hundred percent) of the units (other than the Shared Equity Units) ;

1.15.2 in respect of any vacancies arising thereafter in respect of the Affordable Rented Units the procedure set out at paragraphs 1.13 to 1.18 below shall be

applied in respect of 75% (seventy five percent) of the vacancies which arise in perpetuity calculated on the basis of the running total so that the first three vacancies of every four vacancies shall be offered to the Council for nomination with the fourth vacancy being available for nomination by the Approved Body and so on.

1.16 In respect of the Affordable Dwelling Units to which the Council has Nomination Rights the Owner shall follow the procedures set out in any Service Level Agreement (where such agreement has been agreed by the Owner, acting reasonably) EXCEPT THAT if no agreed Service Level Agreement is in existence at the relevant time:

1.16.1 notify the Council of any vacancy arising (a "**Vacancy Notice**");

1.16.2 allow the Council the following periods from receipt of a Vacancy Notice to supply written particulars (a "**Nomination Notice**") of up to three (3) persons to be nominated as a tenant, that is:

1.16.2.1 twenty (20) working days in respect of initial lettings of the Affordable Rented Units; and

1.16.2.2 five (5) working days in respect of all subsequent lettings.

1.17 Unless otherwise agreed in writing with the Council to offer the following types of initial tenancies (or such equivalents if dictated by statute or the Homes and Communities Agency) to each Nominee mentioned in the Nomination Notice in turn and allow each Nominee five (5) working days from receipt of the offer within which to confirm rejection or acceptance of the offer and in the event that the Council nominates fewer than three (3) Nominees to offer a tenancy to a person on the Council's housing register (who shall be classed as a Nominee for the purpose of this clause) so that an offer is made to up to three (3) Nominees or until a Nominee accepts the offer of a tenancy (whichever shall first occur):

1.17.1 For tenants of an Affordable Rented Unit who have held a housing association or local authority tenancy immediately prior to being made an offer – Assured Tenancy

1.17.2 For tenants of an Affordable Rented Unit who have not held a housing association or local authority tenancy immediately prior to being made an offer – Starter Tenancy

1.17.3 For all other new tenancies of an Affordable Rented Unit (save for any that are as a result of mutual exchange or transfer which shall be an Assured Tenancy) - a Starter Tenancy

1.18 In the event of the Council failing to serve a Nomination Notice or any Nominees failing to accept the offer of a tenancy within four (4) weeks of the Vacancy Notice not to cause or permit the Affordable Rented Units to be Occupied other than by a person who satisfies the criteria set out in paragraph 1.19 below Provided always that all persons nominated by the Council shall be within the category of persons which the Approved Body's rules permit it to accommodate.

No Council Nominations (Affordable Dwelling Units)

1.19 In respect of any vacancy of an Affordable Dwelling Units to which the Council does not enjoy Nomination Rights under paragraph 1.15 above not to cause or permit the Affordable Dwelling Unit to be occupied other than on an assured tenancy (or its equivalent if dictated by statute) or for new tenants a Starter Tenancy and by a person who satisfies the following criteria, that is a person who:

1.19.1 is considered by the Approved Body in accordance with its objects and rules to be in need of such accommodation; and

1.19.2 is not easily able to compete in the open market for housing accommodation in Chichester District; and

1.19.3 lives within Chichester District: or

1.19.4 used to live within Chichester District but was forced to move away because of the lack of affordable housing accommodation; or

1.19.5 is permanently employed within Chichester District; or

1.19.6 is the parent, sibling or child of a living and permanent resident of Chichester District, as defined by the Housing Act 1996.

Provided that:

(i) if there is no such person who satisfies the above criteria then the Affordable Rented Unit may be let to any person on the Council's housing register in need of such accommodation within its administrative area; and

(ii) if any vacancy is unable to be filled in accordance with paragraph (i) then the vacant Affordable Rented Unit may be allocated to any person who is considered by the Approved Body to be in need of such accommodation.

Premiums

1.20 To ensure that no premium or deposit is charged to a tenant in respect of any letting of any Affordable Rented Unit.

Rent levels

1.21 To ensure that the rent of any Affordable Rented Unit shall be set at or above the target rents of the Homes and Communities Agency but shall be no greater than 80% (eighty percent) of the gross market rent (including service charges) which reflects the property size and location and the rent shall at all times comply with the Affordable Homes Programme – Framework (or any successor or amending guidance) set by the Homes and Communities Agency

1.22 To ensure compliance at all times with the requirements for rents and service charges for Registered Providers for the relevant type of units published by the Homes and Communities Agency as statutory housing management guidance under the Housing and Regeneration Act 2008;

1.23 To ensure that the rent and/or service charge of any Affordable Rented Unit shall not be increased more frequently than once in any period of twelve (12) months and only in accordance with the Approved Body's standard tenancy agreement (as regulated by the Homes and Communities Agency);

1.24 To ensure that any water or other charges for supply services payable by any tenant to the Approved Body do not exceed the sums charged to the Approved Body by the relevant supplier.

Tenancy Agreements

1.25 Any tenancy agreements shall be in the standard form of the Approved Body which shall accord with the requirements of the Homes and Communities Agency.

2. COMMUNITY BUILDING, CHANGING FACILITIES AND SPORTS PITCHES

2.1 Not to Occupy or cause or allow the Occupation of the 297th (two hundred and ninety seventh) Dwelling Unit until:

2.1.1 the Community Building Specification has been submitted to and approved by the Council in writing; and

2.1.2 the Community Facilities Scheme has been submitted to and approved by the Council in writing

2.2 Prior to the Occupation of more than 475 (four hundred and seventy five) Dwelling Units to:

2.2.1 Provide the Community Building to the Council's reasonable satisfaction and thereafter to make the Community Building available for Community Use in accordance with the approved Community Building Specification; and

2.2.2 Provide such other Community Facilities as may have been approved pursuant to the Community Facilities Scheme; and/or

2.2.3 Pay the Community Facilities Contribution (if required and applicable) to the Council

2.3 Not to cause or allow the Occupation of more than 475 (four hundred and seventy five) Dwelling Units until:

2.3.1 the Community Building has been Provided in accordance with paragraph 2.2 above and is available for Community Use in accordance with the approved Community Building Specification; and

2.3.2 such other Community Facilities as may have been approved pursuant to the Community Facilities Scheme have been Provided and are available for Community Use; and/or

2.3.3 the Community Facilities Contribution (if required and applicable) has been paid to the Council

2.4 It is agreed that the acceptability of any Community Facilities Scheme proposed by the Owner shall be a matter for the Council in its sole (reasonable) discretion and FOR THE AVOIDANCE OF DOUBT the inclusion within any such proposed scheme of the types of facilities envisaged by this Agreement shall not mean that such a scheme is automatically acceptable and the Council (acting reasonably) will determine whether the proposed facilities included within any such scheme are appropriate for inclusion within the Proposed Development.

2.5 Prior to the Occupation of the 400th (four hundredth) Dwelling Unit to submit the Sports Pitches Specification to the Council for approval.

2.6 Prior to the Occupation of more than 475 (four hundred and seventy five) Dwelling Units to Provide the Sports Pitches to the Council's reasonable satisfaction and thereafter to make the Sports Pitches available for Community Use in accordance with the approved Sports Pitches Specification.

2.7 Not to cause or allow Occupation of more than 475 (four hundred and seventy five) Dwelling Units until the Sports Pitches have been Provided to the Council's reasonable satisfaction and are available for Community Use in accordance with the approved Sports Pitches Specification.

2.8 Prior to the Occupation of more than 100 (one hundred) Dwelling Units the Owner shall implement the Temporary Community Facilities Scheme (said scheme having been submitted to and approved by the Council) and ensure that the temporary facilities required to be provided thereunder are properly maintained and available to Residents on the terms specified therein until such time as the Community Building (or equivalent permanent alternative community gathering space approved pursuant to the Community Facilities Scheme) has been Provided.

2.9 The Owner covenants not to Occupy or cause allow the Occupation of more than 100 (one hundred) Dwelling Units until the temporary community meeting space approved pursuant to the Temporary Community Facilities Scheme has been Provided.

3. OPEN SPACE AMENITY AREAS AND PLAY AREAS

3.1 Prior to the Commencement of each Phase to submit to the Council for approval an Open Space and Play Areas Specification for that Phase.

3.2 Not to Occupy any Dwelling Units on the relevant Phase until the Open Space and Play Area Specification for the Phase has been approved in writing by the Council.

3.3 Not to Occupy or cause or allow to be Occupied more than the relevant number of Dwelling Units within the relevant Sub Phase referred to as the trigger for provision of any given area in the Open Space and Play Areas Specification for that Phase until the relevant area of Open Space and Amenity Area or Play Area has been Provided to the Council's reasonable satisfaction in accordance with the relevant Open Space and Play Areas Specification.

3.4 Upon completion of any area of Open Space and Amenity Area or each of the Play Areas to maintain the relevant area in accordance with the Open Space and Play Areas Specification and to serve a written notice on the Council confirming that the area (or areas) in question is complete and inviting the Council to inspect the area of Open Space and Amenity Area or the Play Area.

3.5 As soon as reasonably practicable after receipt of such a notice (and in any event within one (1) month) the Council will inspect the Open Space and Amenity Area or the Play Area in question and in the event that the Open Space and Amenity Area and/or the Play Area has been Provided to its reasonable satisfaction in accordance with the Open Space and Play Areas Specification the Council will within 2 (two) months of said inspection notify the Owner in writing that this is the case.

3.6 In the event that following any such inspection the Council notifies the Owner that the relevant Open Space and Amenity Area or Play Area has not been Provided to its reasonable satisfaction the Council shall serve notice on the Owner setting out details of any defects reasonably and properly required to be remedied by the Owner

and once said defects have been remedied by the Owner the Owner shall serve a further notice on the Council pursuant to paragraph 3.4 above and the process set out within paragraphs 3.5 and this paragraph 3.6 hereof shall be repeated until such time as the Council confirms in writing that the Open Space and Amenity Area or the Play Area has been Provided to its reasonable satisfaction.

3.7 Following receipt of written notification from the Council that any Open Space and Amenity Area or Play Area has been provided to its reasonable satisfaction the Owner shall thereafter ensure that the Open Space and Amenity Area or Play Area to be maintained and managed in accordance with the relevant approved Open Space and Play Areas Specification.

4. SANGS AND ECOLOGICAL MITIGATION CONTRIBUTION

4.1 Not to Occupy any Dwelling Unit in Sub Phase 1b until the SANGS Maintenance Plan has been submitted to and approved in writing by the Council and the SANGS 1a Area has been Provided to the Council's reasonable satisfaction and thereafter to manage and maintain (or procure the management and maintenance of) the SANGS 1a Area in accordance with the SANGS Maintenance Plan.

4.2 Not to Occupy any Dwelling Unit in Sub Phase 3c until such time as the SANGS 3b Area has been Provided to the Council's reasonable satisfaction and thereafter to manage and maintain (or procure the management and maintenance of) the SANGS 3b Area in accordance with the SANGS Maintenance Plan.

4.3 Upon first Occupation of each Dwelling Unit in each Sub-Phase to provide the occupier with a SANGS Information Pack.

4.4 Prior to Occupation of the Proposed Development to pay the Ecological Mitigation Contribution to the Council. The Ecological Mitigation Contribution shall be the sum of £25,000 (twenty five thousand pounds).

4.5 Not to Occupy the Proposed Development until the Ecological Mitigation Contribution has been paid to the Council.

5. PUBLIC ART SCHEME

5.1 Prior to the Commencement of Development the Owner shall submit to the Council for approval the Public Art Scheme and upon approval by the Council, the owner shall ensure that any details submitted pursuant to Condition 36 of the Permission are in accordance with the Public Art Scheme.

5.2 The Owner shall implement the Public Art Scheme on a Phase by Phase basis in the form approved.

6. SUDS

6.1 To Provide the SUDS within each Sub Phase of the Proposed Development to the written satisfaction of the Council (acting reasonably) in accordance with the Surface Water Drainage Scheme approved pursuant to condition 33 on the Permission.

6.2 Upon completion of any SUDS area within a Sub Phase to obtain a written certificate as to the satisfactory completion of the construction of the SUDS in question from a suitably qualified and competent engineer (being a member of the Institution of Civil Engineers) and to produce such certificate to the Council.

6.3 Prior to the completion of the SUDS on each Sub Phase to put in place such financial and practical measures as are reasonably necessary to implement the arrangements for the future repair and maintenance works of the SUDS in accordance with the details approved as part of the Surface Water Drainage Scheme not to cause or permit first Occupation of any Dwelling Unit prior to providing to the reasonable written satisfaction of the Council evidence that said details have been implemented which evidence can be the appointment of an Management Company to manage and co-ordinate, on behalf of the Owner and the Residents any future repair and maintenance works which may be required in accordance with this paragraph 6 to keep the SUDS in good and substantial repair and condition.

6.4 Once constructed, to thereafter implement and carry out all works to the SUDS required from time to time under the Surface Water Drainage Scheme and as often as is reasonably and properly necessary to cleanse, maintain, repair, renew, replace and reconstruct the SUDS in order to maintain the SUDS in good and substantial repair and condition and for the avoidance of doubt this shall include engaging or employing a Member of the Institution of Civil Engineers to:

a) supervise all works carried out in respect of the SUDS (other than works of routine day to day maintenance), such supervision to include inspection on site of all works required by the Surface Water Drainage Scheme in accordance with the timetables in the Surface Water Drainage Scheme, to keep appropriate written records of the work undertaken and to submit a written report annually to the Owner (or the Management Company) with a copy to the Council specifying the work undertaken and his supervision of it; and

b) advise of any repair or maintenance procedures required in addition to the routine requirements of the surface Water Drainage Scheme and the Owner covenants to carry out such additional repair and maintenance works as advised by the Civil Engineer;

c) to repair and maintain the SUDS as may be reasonably and properly required in accordance with the Surface Water Drainage Scheme and this paragraph 6 regardless of whether a Management Company is appointed.

6.5 To allow the Management Company or any owner or lessee (its agents, contractors and employees) of any part of the Land comprising all or any part of the SUDS to enter any other part of the Land as is reasonably necessary for the purpose of complying with the provisions of this paragraph 6.

6.6 To allow the Council at all reasonable times upon reasonable notice to enter upon such part of the Land as is reasonably necessary for the purpose of monitoring and inspecting the SUDS and in the event of any necessary repair and maintenance works to the SUDS not having been carried out to the reasonable satisfaction of the Council then forthwith upon receipt of written notice from the Council the Owner shall carry out or procure that such works as may be reasonably and properly required so as to ensure compliance with the Surface Water Drainage Strategy are carried out to the reasonable satisfaction of the Council.

6.7 The Owner covenants that without prejudice to the Council's powers under Section 106 (6) of the Act in the event of the Owner (whether by itself or any Management Company or other approved body) failing to carry out the works referred to in paragraph 6.6 above within a reasonable period of time from receipt of written notice from the Council, the Council may enter upon such part of the Land as is reasonably necessary and carry out the required work and the Owner shall on demand immediately repay to the Council the reasonable and proper cost of the works as certified by the Council to the Owner and/or the Management Company (as appropriate)

7. SPORTS AND LEISURE FACILITIES CONTRIBUTION

7.1 Not to Occupy or cause or allow the Occupation of more than:

7.1.1 297 (two hundred and ninety seven) Dwelling Units until 50% (fifty percent) of the Sports and Leisure Contribution has been paid to the Council; and

7.1.2 400 (four hundred) Dwelling Units until the remaining 50% (fifty percent) of the Sports and Leisure Contribution has been paid to the Council

PROVIDED THAT if prior to the date of Occupation of more than 297 (two hundred and ninety seven) Dwelling Units the Owner submits to the Council and the Council approves in writing a Sports and Leisure Provision Scheme (or as the case may be more than one such scheme) then the Sports and Leisure Contribution shall be offset/reduced accordingly.

7.2 In the event that the Council does approve a Sports and Leisure Provision Scheme then the Owner covenants to Provide the relevant building, floor space, facilities or equipment as detailed in the Sports and Leisure Provision Scheme in accordance with the approved scheme and the programme or timetable for its delivery set out therein.

7.3 It is agreed that the acceptability of any Sports and Leisure Provision Scheme proposed by the Owner shall be a matter for the Council in its sole (reasonable) discretion and FOR THE AVOIDANCE OF DOUBT the inclusion within any such proposed scheme of the types of facilities envisaged by this Agreement shall not mean that such a scheme is automatically acceptable and the Council (acting reasonably) will determine whether the proposed facilities included within any such scheme are appropriate for inclusion within the Proposed Development.

8. INTEREST AND INDEXATION ON COUNCIL AND COUNTY COUNCIL CONTRIBUTIONS

8.1 In respect of any sums due to the Council and the County Council under this Agreement but not paid on the due date to pay interest on such sums at the Interest Rate from the due date for payment until actual payment and any such interest shall be treated as part of the relevant contribution.

8.2 Where a financial contribution is payable to the Council pursuant to the terms of this Agreement that contribution shall be Index Linked.

9. LIBRARY CONTRIBUTION

9.1 Prior to the Occupation of the 297th (two hundred and ninety seventh) Dwelling Unit the Owner covenants to serve written notice on the County Council as to whether it proposes to pay the Library Contribution or instead setting out details of an alternative scheme for on-site library provision for the Council Council's approval.

9.2 In the event that the County Council approves in writing an alternative scheme for on-site library provision the Owner covenants to implement said scheme as approved by the County Council in accordance with a timetable to be agreed between the Owner and the County Council at the time of approval of the scheme and upon implementation of said scheme to the County Council's reasonable satisfaction any obligations of the Owner under this Agreement in relation to the provision of library facilities shall be discharged in full.

9.3 In the event that the Owner confirms it intends to pay the Library Contribution or the County Council (acting reasonably) does not approve any alternative scheme for on-site libraries provision pursuant to paragraph 9.1 above, the Owner covenants to pay the Library Contribution to the County Council as follows:

(i) Prior to the Occupation of the 297th (two hundred and ninety seventh) Dwelling Unit to pay the first instalment of the Library Contribution which shall be the relevant sum calculated in respect of said 297 (two hundred and ninety seven) Dwelling Units applying the formula set out below;

(ii) Prior to the Occupation of the 402nd (four hundred and second) Dwelling Unit the balance of the Library Contribution which shall be the relevant sum calculated on the basis of the Reserved Matters Approvals for any Dwelling Units forming part of the Development over and above the 297 Dwelling Units covered by the first instalment of the Library Contribution.

9.4 The Library Contribution shall be the sum calculated in accordance with the following formula:

L x AP = Libraries 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 dwellings, less any allowance for affordable dwellings, as approved by a subsequent reserve matters planning application. The following figures are given as a guideline:

Dwelling Size / Occupancy	House	Flat
1 bed =	1.7	1.2
2 bed =	1.8	1.3
3 bed =	2.2	1.7
4 bed =	2.7	2.4
5 bed =	3.0	2.0

L = Extra library space in sqm. per 1,000 population x the library cost multiplier which are 30sq.m and £3,550 per sqm respectively and which figures shall be Index Linked.

10. FIRE AND RESCUE CONTRIBUTION AND PROVISION OF FIRE HYDRANTS

10.1 To pay to the County Council the Fire and Rescue Service Contribution prior to the Occupation of the 402nd (four hundred and second) Dwelling Unit.

10.2 Not to cause or allow the Occupation of more than 401 (four hundred and one) Dwelling Units until the Fire and Rescue Service Contribution has been paid.

10.3 The Fire and Rescue Service Contribution shall be the sum calculated in accordance with the following formula:

Y x Z = Fire and Rescue Contribution where:

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

Y = The estimated adjusted increase in population generated by the development using the following figures as a guideline:

Dwelling Size	/	Occupancy	
		House	Flat
1 bed	=	1.7	1.2
2 bed	=	1.8	1.3
3 bed	=	2.2	1.7
4 bed	=	2.7	2.4
5 bed	=	3.0	2.0

Z = the estimated costs of providing additional Fire and Rescue Infrastructure per head in the Northern Service Division of West Sussex at the time of payment which is £13 Index Linked).

10.4 Prior to the Commencement of each Sub Phase to submit to the County Council for its approval (such approval not to be unreasonably withheld or delayed) a proposal for the location and installation of such fire hydrants as may be reasonably and properly required within the Sub Phase in accordance with the West Sussex Fire Brigade Guidance Notes attached to this Agreement at Appendix 2 and in a location which ensures suitable access to said hydrant for fire brigade vehicles and equipment to the reasonable satisfaction of the County Council.

10.5 Prior to first Occupation of any Dwelling Units within the relevant Sub Phase the Owner will at its own expense install the fire hydrant(s) in that Sub Phase required to serve said Dwelling Units in the approved location and arrange for its connection to a water supply which is appropriate in terms of both pressure and volume for the purposes of fire fighting.

11. EDUCATION CONTRIBUTIONS

11.1 To pay to the County Council the Education Contributions as follows:

(i) Prior to the Occupation of the 124th(one hundred and twenty fourth) Dwelling Unit to pay the Education Contribution 1st Instalment to the County Council;

(ii) Prior to the Occupation of the 192nd (one hundred and ninety second) Dwelling Unit to pay to the Council the Education Contributions 2nd Instalment to the County Council;

(iii) Prior to the Occupation of the 297th (two hundred and ninety seventh) Dwelling Unit to pay the Education Contribution Third Instalment to the County Council;

(iv) Prior to the Occupation of the 402nd (four hundred and second) Dwelling Unit to the pay the Education Contribution Fourth Instalment to the County Council.

11.2 The Education Contributions shall be the sums calculated in accordance with the following formulae:

DfE Figure x ACP = Education Contribution

[Note: 'x' = multiplied by]

Dwelling Size	/	Occupancy	
		House	Flat
1 bed	=	1.7	1.2
2 bed	=	1.8	1.3
3 bed	=	2.2	1.7
4 bed	=	2.7	2.4
5 bed	=	3.0	2.0

ACP (Additional Child Product) = The estimated additional number of school age children likely to be generated by the Development calculated by reference to the total number of Dwellings, less any allowance for Affordable Housing as approved by subsequent Reserved Matters planning applications. The following criteria are used to generate a child product:

Using the above occupancy rates to determine an overall population increase the following factors are applied. According to 2001 census data, there are 14 persons per 1000 population in each school year group for houses and 5 persons per 1000

population in each school year group for flats There are 7 year groups for primary (years R to 6) and 5 for secondary (years 7 to 11). For Sixth Form, a factor of 0.54 is applied to the Child Product figure as this is the average percentage of year 11 school leavers who continue into Sixth Form colleges in West Sussex

DofE Figure = Department of Education Primary school building costs per pupil place (for pupils aged 4 to11) as adjusted for the West Sussex area which are -- Primary £13,115, Secondary £19,762, Sixth Form £21,432), subject to adjustment at the date that the relevant instalment falls due togive 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 the relevant payment.

12. NOTIFICATION

12.1 To give notice to both the Council and the County Council of the Operative Date not less than 14 (fourteen) days before the anticipated Operative date (the Commencement Notice)

12.2 If the Proposed Development is Commenced but a Commencement Notice has not been served as required under paragraph 12.1 above then the Council or the County Council (as the case may be) shall be entitled in its absolute discretion to determine the Operative Date and shall give notice to the Owner of its determination.

12.3 To thereafter give written notice to both the Council and the County Council 21 (twenty one) days prior to the anticipated occurrence of the following events:

(i) The Occupation of the 100th (one hundredth) Dwelling Unit;

(ii) The Occupation of the 124th (one hundred and twenty fourth) Dwelling Unit;

(iii) The Occupation of the 192nd (one hundred and ninety second) Dwelling Unit;

(iv) The Occupation of the 297th (two hundred and ninety seventh) Dwelling Unit; and

(v) The Occupation of the 402nd (four hundred and second) Dwelling Unit.

The written notices served upon the County Council pursuant to this paragraph shall be accompanied by a schedule setting out the mix of the Dwelling Units Occupied so far within the Proposed Development (and in the case of the notice under (iv) also any further Dwelling Units consented by Reserved Matters Approvals) and a calculation of any contributions or instalments thereof due to the County Council

pursuant to paragraphs 9, 10 and 11 above at that time. Upon receipt of any such calculation the County Council will confirm in writing within 21 (twenty one) days if the relevant figure is agreed or alternatively query calculation in which case the County Council will serve a written notice on the Owner specifying what it believes to be the correct figure. In the event that the parties are unable to reach agreement over any such figure then the matter may be referred by either party to the dispute resolution process pursuant to Clause 8.

12.4 To give written notice to the Council within 14 (fourteen) days of the occurrence of the following events:

12.4.1 First Occupation of the Proposed Development;

12.4.2 The Commencement of each Sub Phase of the Proposed Development;

12.4.3 The Occupation of the 297th (two hundred and ninety seventh) Dwelling Unit;

12.4.4 The Occupation of the 400th (four hundredth) Dwelling Unit;

12.4.5 The Occupation of the 475th (four hundred and seventy fifth) Dwelling Unit.

13. COVENANTS AS TO HIGHWAYS & ESTATE ROADS

13.1 To carry out the Highway Works strictly in accordance with the relevant conditions attached to the Permission and to ensure that prior to each individual set of Highway Works commencing that all necessary permissions consents and authorities from the County Council and/or the Highways Agency have been obtained for the relevant set of Highway Works and any requisite agreements relating to the relevant set of Highway Works under the Highways Act 1980 or otherwise have been entered into.

13.2 The comply with the condition relating to the Travel Plan in the Permission and to use all reasonable endeavours to ensure that any Travel Plan as approved is fully implemented

13.3 Prior to the Commencement of each Sub Phase to submit to the County Council for approval a plan showing the intended status of the estate roads and associated footways, footpaths and cycleways (for the avoidance of doubt those roads, footways, footpaths and cycleways within said Sub Phase that will be offered for adoption under section 38 of the Highways Act 1980 and those to remain private).

13.4 Prior to the first Occupation of each Sub-Phase to submit to the County Council the name and contact details of the person or body (being either the Owner or a Management Company) that will be responsible for the maintenance of the unadopted estate roads and associated footways, footpaths and cycleways within that Sub-Phase

13.5 It is agreed with the County Council that all estate roads that are stated to be privately maintained by the Owners or the Management Company shall be constructed in accordance with the details approved by the Council (in consultation with the County Council) pursuant to condition 18 of the Permission (which for the avoidance of doubt shall not require them to be constructed to adoptable standards – but the County shall be entitled to require certification that the roads have been constructed in accordance with said approved details from an appropriately qualified professional engaged by the Owner)and thereafter shall be maintained by the Owners or a Management Company and (unless agreed otherwise by the County Council)shall not be dedicated by the Owners or the Management Company as a public highway or become a private street) as defined in the new Roads and Street Works Act 1991)

13.6 The Owners or the Management Company covenant with the County Council to erect and maintain signs in positions agreed with the County Council advising the public that (subject to any closures for works or maintenance as may reasonably be required by the Owner (or the County Council or any other public authority) for reasons of health and safety or subject to such periodic closures as may be reasonably required to avoid prescriptive rights arising thereover) they are permitted to use the privately maintained Estate Roads on foot and by bicycle but that it is not public highway so as to prevent the dedication of the privately maintained Estate Roads and to prevent any presumption of dedication (whether arising under s31 of the Highways Act 1980 or otherwise).

14 BUS SERVICES

The Owner covenants with the County Council that the Owner will use reasonable endeavours to procure the extension/diversion of the number 55 (fifty five) bus service route (or such alternative service as the Owner and the County Council shall agree in writing) through the Proposed Development in order to serve the Residents prior to the Occupation of more than 475 (four hundred and seventy five) Dwelling Units and that in connection with any such extension/diversion the Owner will install (or allow the installation of) such number of bus stops along the number 55 (fifty five) bus route (or the route of such other service as the Owner and the County Council shall agree in writing) within the Proposed Development as may be reasonably and properly required to enable the service to be accessed by Residents in such appropriate locations as are agreed between the Owner and the County Council.

15 EMPLOYMENT HUB

15.1 The Owner shall not cause or allow to be caused the Commencement of Development until the Employment Hub Marketing Strategy has been submitted to and approved by the Council in writing

15.2 Thereafter the Owner will implement the Employment Hub Marketing Strategy as approved by the Council pursuant to paragraph 15.1 (including the timescales approved therein).

15.3 Thereafter the Owner shall comply with and carry out its obligations pursuant to the Employment Hub Marketing Strategy until the Occupation of the 400th (four hundredth) Dwelling Unit (or until the Employment Hub is fully let or sold and has been Provided whichever shall be the sooner) following the implementation of the Employment Hub Marketing Strategy:

15.3.1 The Owner will thereafter submit a written summary report to the Council on progress with the Employment Hub Marketing Strategy every 6 (six) months following the implementation of the Employment Hub Marketing Strategy such report to include providing a cumulative total of the floorspace within the Employment Hub for which binding contracts or agreements for sale or lease have been exchanged to date and the identity of the proposed owner/tenants.

15.3.2 The Owner will consult the Council's Economic Development Service in the production of the Employment Hub Marketing Strategy and shall offer to meet with the Council's Economic Development Service at least once annually throughout the period referred to within paragraph 15.3 and will contact any potential tenants or occupiers put forward by the Council's Economic Development Service.

15.3.3 Wherever a potential occupier is identified for the Employment Hub (by the Council's Economic Development Service or otherwise, and said potential occupier confirms in writing an interest in purchasing or leasing floorspace within the Employment Hub the Owner will use reasonable endeavours to agree terms and enter into binding contracts for the sale or lease of the Employment Hub (or as the case may be the relevant space therein) as appropriate.

15.4 In the event that an occupier isor occupiers are secured for the Employment Hub or part of the floor space thereof and a binding legal contract or contracts for Occupation of the Employment Hub or part of the floor space thereof has been entered into with said occupier or occupiers then the Owner shall as soon as reasonably practicable and in any event within 6 (six) months (unless otherwise agreed with the Council in writing) submit an application for approval of all

reserved matters as are necessary to allow for the construction and Occupation of the Employment Hub or the relevant part of the floor space thereof.

15.5 In the event that an occupier is or occupiers are secured for the Employment Hub or part of the floor space thereof and a binding legal contract or contracts for Occupation of the Employment Hub or part of the floor space thereof has been entered into with said occupier of occupiers then the Owner shall construct and make ready for fitting out/occupation (whichever shall be applicable having regard to the terms of the contract including the allowing for connection to or (if required by the contract) provision of services) the Employment Hub or such part or parts of the Employment Hub as are subject to the binding legal contract or contracts as soon as reasonably practicable and in any event (unless otherwise agreed in writing with the Council) within 12 (twelve) months of the date of said a contract or the date of the grant of all necessary reserved matters for the floor space in question (whichever shall be the later).

SECOND SCHEDULE

The Council and County Council's Obligations

1. EDUCATION CONTRIBUTION

1.1 The County Council covenants that upon receipt of the Education Contributions as paid to the County Council under paragraph 11 of the First Schedule it will hold them in separately identified interest bearing sections of the County Council's combined accounts and apply the same together with any interest accruing on it for the purposes specified by this Agreement in the vicinity of the Land

1.2 The County Council covenants upon written request on or after 10 (ten) years of the date of receipt of the final instalment of the relevant Education Contribution being the Primary School contribution, the Secondary School Contribution and the Sixth Form Contribution to issue to the party that paid the said instalment an account certified by the Director Finance for the time being of the County Council detailing how that instalment of the Education Contributions have been expended by the County Council

1.3 If or to the extent that any instalment of the Education Contributions 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 instalment any unexpended part thereof together with compound interest on the unexpended part from the date of receipt by the County Council of the relevant instalment 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 Education Contributions or relevant part thereof for the purposes specified in paragraph 1.1 then the County Council shall not be required to refund any such part of the Education Contributions required for that purpose but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Education Contributions in the manner set out in paragraph 1.2 of this Schedule and refund any unexpended part of the Education Contributions in the manner set out in paragraph 1.3 of this Schedule.

2. LIBRARY CONTRIBUTION

2.1 The County Council covenants that upon receipt of the Library Contribution as paid to the County Council under paragraph 9 of the First 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 provision of additional library facilities at a library serving the area of the Land

2.2 The County Council covenants upon written request on or after 10 (ten) years of the date of receipt of the Library Contribution to issue to the party that paid the Library Contribution an account certified by the Director Finance for the time being of the County Council detailing how the Library Contribution has been expended by the County Council

2.3 If or to the extent that the Library Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 2.2 Above the County Council shall on such date refund to the party that paid the Library Contribution any unexpended part of such contribution together with compound interest on the unexpended part from the date of receipt by the County Council of the Library Contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.

2.4 If at the end of the period referred to in paragraph 2.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Library Contribution or part thereof for the purposes specified in paragraph 2.1 then the County Council shall not be required to refund any part of the Library Contribution required for that purpose but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Library Contribution in the manner set out in paragraph 2.2 of this Schedule, and refund any unexpended part of the Library Contribution in the manner set out in paragraph 2.3 of this Schedule.

3. FIRE AND RESCUE SERVICE CONTRIBUTION

3.1 The County Council covenants with the Owner that upon receipt of the Fire and Rescue Service Contribution as paid to the County Council under paragraph 10 of the First Schedule it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same towards the cost of fire and rescue infrastructure in the vicinity of the Land

3.2 The County Council covenants that upon written request on or after 10(ten) years of the date of receipt of the Fire and Rescue Service Contribution it will issue to the party that paid the said contribution an account certified by the Director Finance for the time being of the County Council detailing the schemes on which the Fire and Rescue Service Contribution has been expended by the County Council

3.3 If or to the extent the Fire and Rescue Service Contribution shall not have been spent by the County Council at 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 Fire and Rescue Service Contribution any unexpended sum together with compound

interest on such unexpended sum from the date of receipt of the said Contribution by the County Council 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 above the County Council shall have entered into a contract or other legally binding obligation to expend the Fire and Rescue Service Contribution or part thereof for the purposes specified in paragraph 3.1 above then the County Council shall not be required to refund any part of the Fire and Rescue Service Contribution required for that purpose but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Fire and Rescue Service Contribution in the manner set out in paragraph 3.2 above and refund any unexpended part of the Fire and Rescue Service Contribution in the manner set out in paragraph 3.3 above.

4. THE COUNCIL'S CONTRIBUTIONS

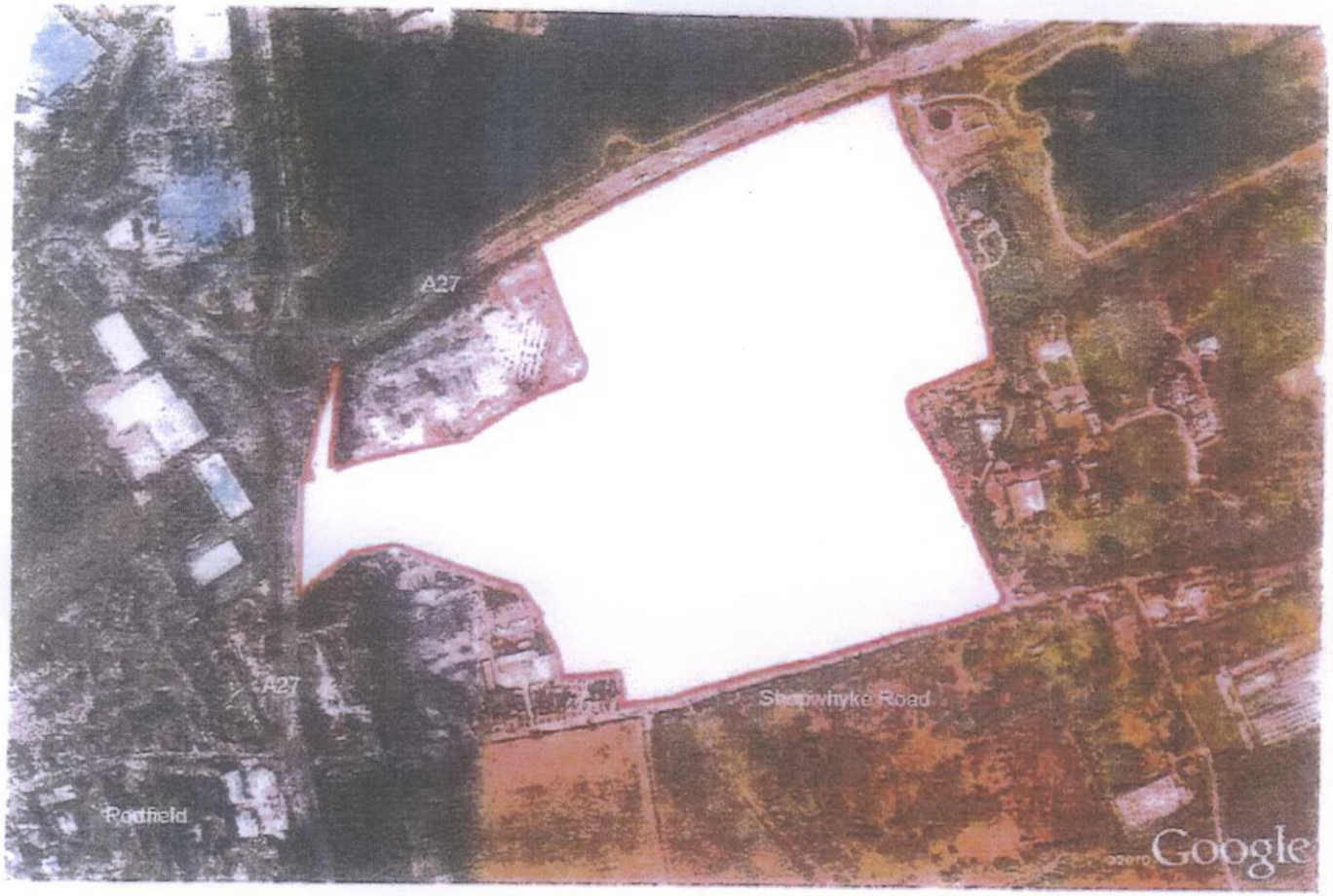
4.1 The Council covenants that upon receipt of the Ecological Mitigation Contribution under paragraph 4.4 of the First Schedule it will hold it in a separately identified interest bearing section of the Council's combined accounts and apply the same together with any interest accruing on it for the purposes specified by this Agreement in the vicinity of the Land

4.2 The Council covenants upon written request on or after 5 (five) years of the date of receipt of the Ecological Mitigation Contribution to issue to the party that paid the said Contributions an account certified by the Director Finance for the time being of the Council detailing how the Contribution have been expended by the Council

4.3 If or to the extent that any of the Ecological Mitigation Contribution shall not have been spent by the Council by the end of the period referred to in paragraph 4.2 above the Council shall on such date refund to the party that paid the Contributions any unexpended part of any of the Ecological Mitigation Contribution together with compound interest on the unexpended part(s) from the date of receipt by the Council of the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.

4.4 If at the end of the period referred to in paragraph 4.2 of this Schedule the Council shall have entered into a contract or other legally binding obligation to expend the Contributions 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 Contributions 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 Contributions in the manner set out in paragraph 4.2 of this Schedule and refund any unexpended part of the Contributions in the manner set out in paragraph 4.3 of this Schedule.

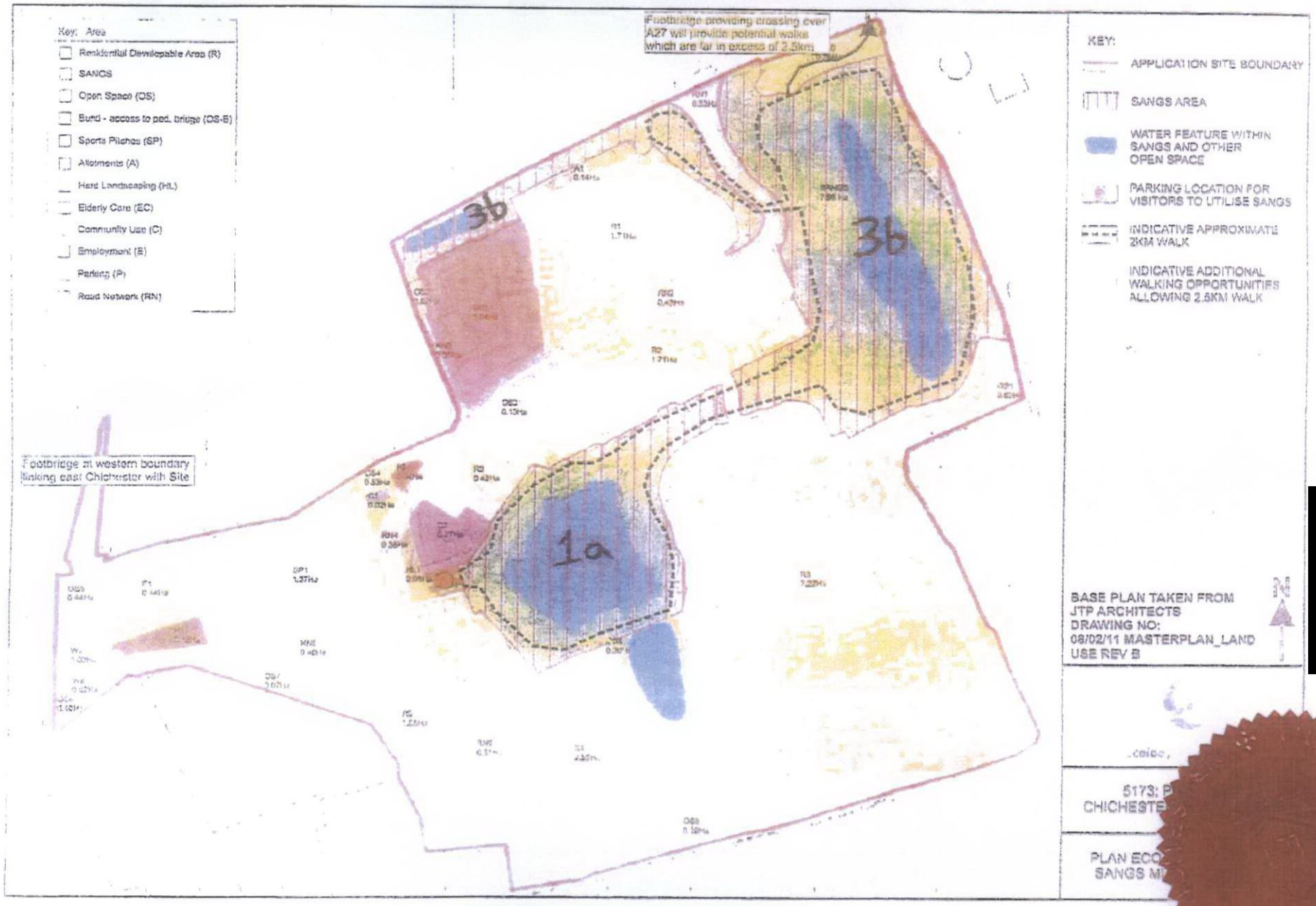
Site Location Plan B



[redacted]

12d2013

Project: Shopwyke Lakes
Project No: 00377.02
Client: Hanbury Properties



[redacted]

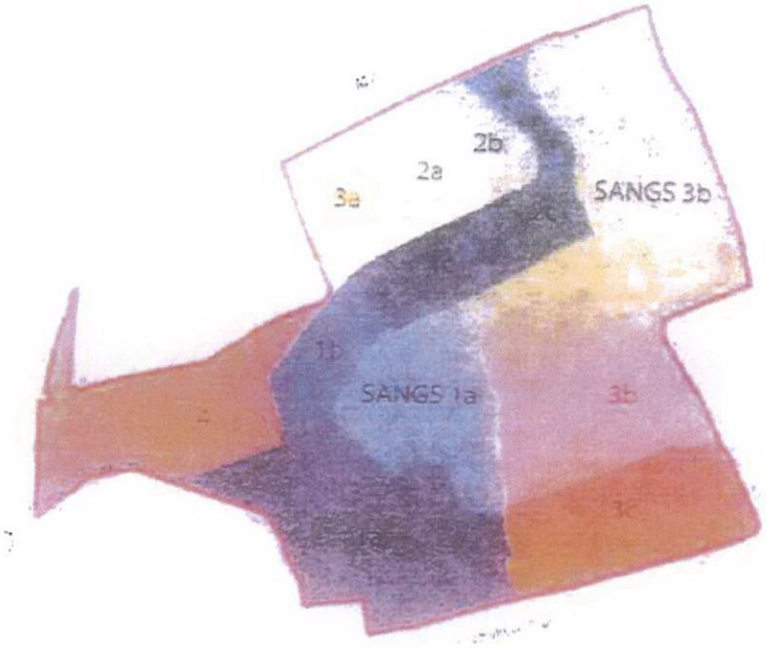
20/2012

Land Use Plan

[redacted]

Project: Shopwyke Lakes
Project No: 00377.04
Client: Hanbury Properties

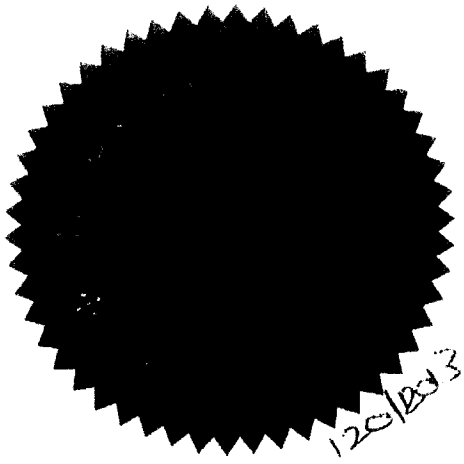
Phasing Plan



[redacted]

Project: Shopwyke Lakes
Project No: 00377.12
Client: Hanbury Properties

Executed as a deed by affixing the seal of)
CHICHESTER DISTRICT COUNCIL)
In the presence of:)



.....[redacted]...
Authorised Signatory

Executed as a deed by affixing the seal of)
WEST SUSSEX COUNTY COUNCIL)
In the presence of:)

.....
Authorised Signatory

Signed as a deed by)
HANBURY PROPERTIES)
(CHICHESTER) LIMITED)
) .....

acting by:
a Director, in the presence of:

Witness signature:

Witness name:

Witness address:

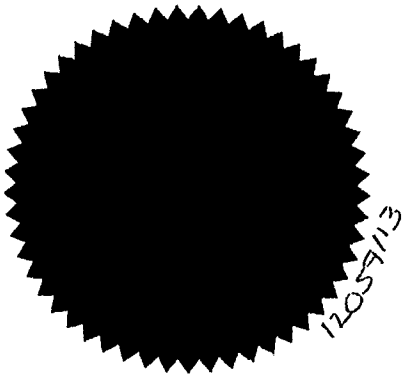
Witness occupation:

Executed as a deed by affixing the seal of)
CHICHESTER DISTRICT COUNCIL)
In the presence of:)

.....
Authorised Signatory

Executed as a deed by affixing the seal of)
WEST SUSSEX COUNTY COUNCIL)
In the presence of:)

[redacted] .....
Authorised Signatory



Signed as a deed by)
HANBURY PROPERTIES)
(CHICHESTER) LIMITED)
) .....

acting by:
a Director, in the presence of:

Witness signature:

Witness name:

Witness address:

Witness occupation:

Executed as a deed by affixing the seal of)
CHICHESTER DISTRICT COUNCIL)
In the presence of:)

.....
Authorised Signatory

Executed as a deed by affixing the seal of)
WEST SUSSEX COUNTY COUNCIL)
In the presence of:)

.....
Authorised Signatory

Signed as a deed by)
HANBURY PROPERTIES)
(CHICHESTER) LIMITED)
) .... [redacted] .....

acting by:
a Director, in the presence of:

Witness signature: [redacted]

Witness name: OLIVIA TAYLER

Witness address: 15 SOUTHCOTE AVENUE, WEST WITTERING, PO20 8EY

Witness occupation: OFFICE MANAGER

Executed as a Deed by

LLOYDS TSB BANK PLC
acting by:

[illegible] Hants & Dorset SHHO
[illegible] Quay
Southampton, Hants. SO14 2AQ
INT 25
30-67-62

SIGNED AS A DEED BY
[redacted]
DAVID BINDING (RELATIONSHIP DIRECTOR)
AS ATTORNEY FOR AND
BEHALF OF LLOYDS TSB BANK PLC

.....
Authorised signatory/Attorney

In the presence of:

[redacted]

OLIVIA TAYLER
15 SUNNYCLIFF AVENUE
WEST MITTERING
PULBOROUGH

APPENDIX 1

Draft Nomination Agreement

DATED 2012

(1) [ ]

and

(2) CHICHESTER DISTRICT COUNCIL

NOMINATION AGREEMENT

relating to land at

[ ]

Re Planning Application

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

TABLE OF CONTENTS

THIS AGREEMENT is made on 2012

BETWEEN

1. [ ] a company incorporated in England and Wales (company number) whose registered office is at [ ] (the "**Association**"); and

2. **CHICHESTER DISTRICT COUNCIL** of East Pallant House, East Pallant, Chichester, West Sussex, PO19 1TY (the "**Council**").

1 **DEFINITIONS**

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

"Affordable Dwelling Land"	the part of the Site on which the Affordable Dwelling Units are to be constructed and which is shown for the purpose of identification edged blue on the attached plan;
"Affordable Dwelling Units"	the 9 units to be constructed as part of the Proposed Development and provided as Affordable Housing in accordance with the First Schedule of this agreement to be retained (subject to right to buy, right to acquire and 100% staircasing provisions) in perpetuity as Affordable Housing and "Affordable Dwelling Unit" shall be construed accordingly.
"Affordable Housing"	affordable housing which includes Affordable Rented Units and Intermediate Housing, provided to eligible households 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, for the subsidy to be recycled for alternative affordable housing provision.
"Director"	the Council's Director of Home and Community from time to time or his/her authorised representative;
"Intermediate Housing"	housing at prices and rents above those of Social Housing but available at a cost low enough for eligible households to afford with regard to local incomes and local house prices and which may be Shared Ownership Units and/or other forms of low cost home ownership;
"Market Value"	the value of the leasehold interest of a Shared Ownership Unit with vacant possession on the open market between a willing seller and a willing buyer as assessed by agreement between the Association and the Council or in the absence of such agreement by an independent valuer appointed by the Association and approved by

the Council;

"Property"	that part of the Site in the ownership of the Association and upon which the Affordable Dwelling Units have been or are to be constructed and shown for the purpose of identification [ ] on the attached plan
"Registered Provider"	a registered provider of Affordable Housing pursuant to the Housing and Regeneration Act 2008
"Sale by way of a Shared Ownership Lease"	means the sale by the Association to the intended occupier of a Shared Ownership Unit by the grant of a Shared Ownership Lease to the intended occupier or any future assignment of it;
"Section 106 Agreement"	an Agreement dated [ ] and made between the Council and [ ] pursuant to section 106 of the Town and Country Planning Act 1990 and other powers, relating to the provision and management of Affordable Housing on the Property;
"Service Level Agreement"	means the agreement in existence at the date of this Agreement and made between the Association and the Council as varied from time to time
"Shared Ownership Lease"	a lease to be granted for each Shared Ownership Unit for a term (unless the Council otherwise agrees) of not less than 125 years which shall accord with the requirements, and be consistent with any model shared ownership lease form time to time, of the Homes and Communities Agency and contain a nomination procedure to ensure the Shared Ownership Lease is assigned only to a person who satisfies the criteria set out in paragraph 5.5 below (or in other such form as approved by the Council).
"Shared Ownership Units"	any of the Affordable Dwelling Units to be provided in accordance with the Section 106 Agreement as shared ownership dwellings under a Shared Ownership Lease and "**Shared Ownership Unit**" shall be construed accordingly;
"Site"	means the freehold property known as [ ] and shown for the purpose of identification [ ] on the attached plan;
"Social Rented Units"	Rented housing owned and managed by local authorities and registered social landlords, for which guideline target rents are determined through the national rent regime. The proposals set out in the Three Year Review of Rent Restructuring (July 2004) were implemented as policy in April 2006. It may also include rented housing owned or managed by other persons and provided under equivalent rental arrangements to the above, as agreed with the local authority or with the Homes and Communities Agency as a condition of grant.
"Starter Tenancy"	means a 12 month periodic assured shorthold tenancy that may in the event that the conditions set out in the Association's standard Starter Tenancy (which shall accord with the requirements of the

Homes and Communities Agency or Tenant Services Authority as appropriate) are fulfilled become an assured tenancy after 12 months,

"Units for Rent"	any Affordable Rented Units and Social Rented Units and "**Unit for Rent**" shall be construed accordingly.

References to the "**Homes and Communities Agency**" and "**Tenant Services Authority**" shall include any replacement, amending or successor body to such agency or authority

2 **BACKGROUND**

(A) This Agreement is supplemental to the Section 106 Agreement and forms a part of such agreement in respect of the land to which it is applicable.

(B) This Agreement is entered into by the Council in the exercise of its statutory powers including, inter alia, s.106 of the Town and Country Planning Act 1990 and s. 111 of the Local Government Act 1972 and all other powers it enabling.

The parties agree as follows:

3 **OCCUPATION OF UNITS FOR RENT**

3.1 The Association covenants not to cause or permit the disposal or occupation of any of the Units for Rent at any time otherwise than strictly in accordance with the procedures set out in this Agreement.

Council nominations for the Units for Rent

3.2 In respect of the following proportions of the Units for Rent the Association covenants not to cause or permit the units to be occupied other than by persons nominated by the Council and selected pursuant to the following procedure Provided always that all persons nominated by the Council shall be within the category of persons which the Association's rules permit it to accommodate:

3.2.1 the first tenants to occupy the Units for Rent after practical completion, 100% of the total number of Units for Rent;

3.2.2 vacancies arising thereafter in the Units for Rent, at least 75% of the total number of vacancies which arise during 1 April to 31 March each year in perpetuity calculated on the basis of the running total so that the first three vacancies arising in any given year shall be offered to the Council for nomination with the fourth vacancy being available for nomination by the Association and so on throughout the year.

3.3 In respect of the Units for Rent to which the Council has nomination rights the Association shall follow the procedures set out in the Service Level Agreement EXCEPT THAT if no Service Level Agreement is in existence at the relevant time the Association shall:

3.3.1 serve notice on the Council of any vacancy arising (a **"Vacancy Notice"**);

3.3.2 allow the Council the following periods from receipt of a Vacancy Notice to supply written particulars (a "**Nomination Notice**") of up to three (3) persons ("**Nominees**") to be nominated as a tenant, that is,

a) twenty (20) working days in respect of initial lettings of the Units for Rent; and

b) five (5) working days in respect of all subsequent lettings;

$/[EXCEPTING THAT the Council shall not be bound to put forward persons within the category set out in paragraphs 3.7.3 but shall have the ability to nominate persons with a priority housing need who do not have a local connection to any of the Parishes referred to in the said paragraphs but who satisfy the criteria set out in paragraph 3.7.3 in respect of the Chichester District; **only use this paragraph if using the third nomination alternative ie paragraph 1.8 below$/]**

3.3.3 Unless otherwise agreed in writing with the Council to offer the following types of tenancies (or such equivalents if dictated by statute or the Homes and Communities Agency or the Tenant Services Authority) to each Nominee mentioned in the Nomination Notice in turn and allow each Nominee five (5) working days from receipt of the offer within which to confirm rejection or acceptance of the offer and in the event that the Council nominates less than three (3) Nominees to offer a tenancy to a person on the Council's housing register (who shall be classed as a Nominee for the purpose of this clause) so that an offer is made to up to three (3) Nominees or until a Nominee accepts the offer of a tenancy (whichever shall first occur):

a) For tenants of a Social Rented Unit who have held a housing association or local authority tenancy immediately prior to being made an offer – assured tenancy

b) For tenants of a Social Rented Unit who have not held a housing association or local authority tenancy immediately prior to being made an offer – Starter Tenancy

c) For all other new tenancies of a Social Rented Unit (save for any that are as a result of mutual exchange or transfer which shall be an assured tenancy) - a Starter Tenancy

3.4 In the event of the Council failing to serve a Nomination Notice within the required time period under clause 3.3.2 above or Nominees failing to accept the offer of a tenancy within 5 working days of receipt by them of the offer, then not to cause or permit the Unit for Rent to be occupied other than by a person who satisfies the criteria set out in clause 3.5 below

No council nominations for Units for Rent

3.5 $/[In respect of any vacancy of a Unit for Rent to which the Council does not enjoy nomination rights under clause 3.2 (unless otherwise agreed by the Council in writing) not to cause or permit the Unit for Rent to be occupied other than by a person who satisfies the following criteria, that is a person who:

3.5.1 is considered by the Association in accordance with its objects and rules to be in need of such accommodation; and

3.5.2 is not easily able to compete in the open market for housing accommodation in Chichester District; and

3.5.3 lives within Chichester District; or

a) used to live within Chichester District but was forced to move away because of the lack of affordable housing accommodation; or

b) is permanently employed within Chichester District; or

c) is the parent, sibling or child of a living and permanently resident of Chichester District, as defined by the Housing Act 1996

Provided that:

(i) if there is no such person who satisfies the above criteria then the Unit for Rent may be let to any person on the Council's housing register in need of such accommodation within its administrative area;

(ii) if any vacancy is unable to be filled in accordance with paragraph (i) then the vacant Unit for Rent may be allocated to any person who is considered by the Association to be in need of such accommodation.

OR

3.6 $/[[1]In respect of any vacancy of a Unit for Rent to which the Council does not enjoy nomination rights under clause 3.2 (unless otherwise agreed by the Council in writing) not to cause or permit the Unit for Rent to be occupied other than by a person who satisfies the following criteria, that is a person who:

3.6.1 is considered by the Association in accordance with its objects and rules to be in need of such accommodation; and

3.6.2 is not easily able to compete in the open market for housing accommodation in Chichester District; and

3.6.3 lives within the Parish of [ ]; or

a) used to live within the Parish of [ ] but was forced to move away because of the lack of affordable housing accommodation; or

b) is permanently employed within the Parish of [ ]; or

c) is a member of the family of an existing living resident of the Parish of [ ], as defined in section 186 of the Housing Act 1985.

Provided that

(i) if there is no such person who satisfies the above criteria then the Unit for Rent shall be allocated to a person who is considered by the Association to be in need of such accommodation and who has immediately prior to such allocation, had a

[1] Use this clause 3.6 and not clause 3.5 if it is an H9 site.

local connection, as defined by 3.6.1 to 3.6.3, with any of the Parishes of [ ]

(ii) f there is no such person, then to a person who satisfies the criteria in clauses 3.6.1 and 3.6.2 and has immediately prior to such allocation been ordinarily resident within any of the Parishes of [ ] but if there is no such person then the Unit for Rent may be let to any person on the Council's housing register in need of such accommodation within its administrative area and if the Association is still unable to fill any vacancy then the Unit for Rent may be allocated to any person who is considered by the Association to be in need of such accommodation.$/]

OR

3.7 $/[[2]In respect of any vacancy of a Unit for Rent to which the Council does not enjoy nomination rights under clause 3.2 (unless otherwise agreed by the Council in writing) not to cause or permit the Unit for Rent to be occupied other by a person who satisfies the following criteria, that is a person who:

3.7.1 is considered by the Association in accordance with its objects and rules to be in need of such accommodation; and

3.7.2 is not easily able to compete in the open market for housing accommodation in the Chichester District; and

3.7.3 although this is not an H9 site to which a local connection policy applies the Council and the Association have agreed that it is their intention to endeavour where reasonably possible to operate a local lettings policy and give priority to people who satisfy the criteria set out in the following clauses:

a) live within the Parish of [ ]; or

b) used to live within the Parish of [ ] but was forced to move away because of the lack of affordable housing accommodation; or

c) is permanently employed within the Parish of [ ]; or

d) has a parent sibling or child permanently resident in the Chichester District;

Provided that if there is no such person, then to a person who satisfies the criteria in clauses 3.7.1 and 3.7.2 and has immediately prior to such allocation been ordinarily resident within any of the Parishes of [ ] but if there is no such person then the Unit for Rent may be let to any person on the Council's housing register in need of such accommodation within its administrative area and if the Association is still unable to fill any vacancy arising then the Unit for Rent may be allocated to any person who is considered by the Association to be in need of such accommodation.$/]

4 UNIT FOR RENT PROVISION

4.1 The Association shall ensure:

4.1.1 that unless otherwise agreed in writing by the Council no premium or deposit is charged to any tenant of a Social Rented Unit and no premium is charged to any tenant of an Intermediate Rented Unit;

4.1.2 that the rent of any Social Rented Unit for the year following practical completion shall be set at the target rents of the Homes and Communities Agency or Tenant Services Authority as appropriate and if rents cease to be regulated or target rents cease to exist then the rent (and whether or not it includes the cost of loan charges after subsidy, management, maintenance, repairs and renewals and insurance by the Association and other costs) shall be first approved in writing by the Council acting reasonably;

4.1.3 that in respect of any Intermediate Rented Unit the rent for the first twelve months of occupation following practical completion shall not unless otherwise agreed in writing by the Council exceed 75% of market rents

4.1.4 compliance at all times with the requirements for rents and service charges for Registered Providers as published by the Homes and Communities Agency or Tenant Services Authority (as appropriate) as statutory housing management guidance under the Housing and Regeneration Act 2008;

4.1.5 that the rent and/or service charge of any Unit for Rent shall not be increased more frequently than once in any period of twelve (12) months and only in accordance with the Association's standard tenancy agreement (as regulated by the Homes and Communities Agency or Tenants Services Authority as appropriate);

4.1.6 that any water or other charges for supply services payable by any tenant to the Association do not exceed the sums charged to the Association by the relevant supplier.

4.2 The Association shall offer to each tenant of a Unit for Rent a tenancy in accordance with clause 3.3.3 above and such tenancy agreement shall be in the form of the Association's standard tenancy agreement (as regulated by the Homes and Communities Agency or Tenants Services Authority as appropriate).

[2] Use this clause 3.7 and not clauses 3.5 or 3.6 if it is not an H9 Site but voluntary local lettings policy applies.

5 SALE OF EACH SHARED OWNERSHIP UNIT

5.1 The Association covenants in respect of each Shared Ownership Unit for sale (if any) not to cause or permit the disposal or occupation of a Shared Ownership Unit at any time otherwise than strictly in accordance with the procedures set out in this clause 5 and clause 6 Provided that on schemes funded by the Homes and Communities Agency the Home Buy Zone agent procedures or any replacement scheme may be followed.

Council nominations on first sales

5.2 In respect of 100% of the first sales of the Shared Ownership Units (and subject to clause 5.2.4 and 5.2.5) to grant a Shared Ownership Lease to persons nominated by the Council in respect of which the Association shall follow the procedures set out in the Service Level Agreement EXCEPT THAT if no Service Level Agreement is in existence at the relevant time the Association shall:

5.2.1 serve notice on the Council in writing (the **"Vacancy Notice"**) of the proposed date of practical completion of the Shared Ownership Units;

5.2.2 allow the Council seven (7) working days from receipt of a Vacancy Notice to supply written particulars (a **"Nomination Notice"**) of up to 3 separate persons to be considered as purchasers of the Shared Ownership Unit such persons to fulfil the criteria in clause 5.5;

5.2.3 make an offer in turn to the persons mentioned in the Nomination Notice and allow each person five (5) working days from receipt of the offer within which to confirm rejection or acceptance of the offer, such acceptance of the offer shall be deemed to be "subject to contract";

5.2.4 in the event that none of the persons named in the Nomination Notice accept the offer to purchase then to offer the Shared Ownership Unit to a person who satisfies the criteria set out in clause 5.5;

5.2.5 in the event that a person named in the Nomination Notice accepts the offer to purchase a Shared Ownership Unit but does not enter into a binding contract to purchase a Shared Ownership Lease within 12 weeks (or such other time period as may be agreed between the relevant parties) of accepting the offer in clause 5.2.3 or the Council fails to serve a Nomination Notice within four (4) weeks of receipt by the Council of the Vacancy Notice the Association shall allocate the Shared Ownership Unit to a person who satisfies the criteria set out in clause 5.5

Provided always that all persons nominated by the Council:

(i) shall be within the category of persons which the Association's rules permit it to accommodate; and

(ii) satisfy the criteria set out in clause 5.5 below $/[Provided that the Council shall not be bound to put forward persons to satisfy the criteria set out in clause 5.5.4 and shall have the ability to nominate persons with a priority housing need who do not have a local connection to the Parish of [ ] but who satisfy the said criteria in respect of the Chichester District$/]

Council nominations on re-sales

5.3 In respect of 75% of the re-sales arising each year in the Shared Ownership Units following receipt by the Association of a notice of a proposed re-sale from a shared ownership lessee in accordance with the alienation provisions (or its equivalent) of the Shared Ownership Lease, the Association shall follow the procedures set out in the Service Level Agreement EXCEPT THAT if no Service Level Agreement is in existence the Association shall:

5.3.1 notify the Council in writing of the proposed re-sale following which the Council shall, within five (5) working days of receipt of such Notice supply written particulars to the Association of a person to be nominated as a purchaser of the Shared Ownership Unit (the "**Nominee**").

5.3.2 If the Council's Nominee fails to accept the offer to purchase the Shared Ownership Unit within ten (10) working days of having received such offer or declines the offer the Association shall immediately inform the Council whereupon the Council shall be entitled to propose one further Nominee and if the Council fails to put forward any Nominee within five (5) working days then the Shared Ownership Unit can be sold to any person who meets the criteria set out in clause 5.5 below

5.4 The Association shall notify the Council if the shared ownership lessee makes an offer to the Nominee which is accepted by the Nominee.

No council nominations

5.5 In respect of any sale of a Shared Ownership Unit where clauses 5.2.4 or 5.2.5 apply or on any re-sale of a Shared Ownership Unit where the Council does not enjoy nomination rights under clauses 5.3 the Association shall ensure that the Shared Ownership Unit is not disposed of other than on a shared ownership basis and to a person who satisfies the following criteria, that is a person who:

5.5.1 is considered by the Association in accordance with its objects and rules to be in need of such accommodation; and

5.5.2 is not easily able to compete in the open market for housing accommodation in Chichester District; and

5.5.3 lives within Chichester District; or

a) used to live within Chichester District but was forced to move away because of the lack of affordable housing accommodation; or

b) is permanently employed within Chichester District; or

c) has a parent sibling or child permanently resident in the Chichester District.

5.5.4 [3]$/[the Council and the Association have agreed that it is their intention to endeavour where reasonably possible to give priority on first sales to people who satisfy the criteria set out in the following sub-clauses:

a) live within the Parish of [ ]; or

[3] Include this paragraph if the Council requires local people to have priority on first sales

b) used to live within the Parish of [ ] but was forced to move away because of the lack of affordable housing accommodation; or

c) is permanently employed within the Parish of [ ]; or

d) has a parent sibling or child permanently resident in the Chichester District

Provided that if there is no such person who satisfies the above criteria then the Shared Ownership Unit may be disposed of to any person on the Council's housing register in need of such accommodation within its administrative area and if the Association is still unable to fill any vacancy then the Shared Ownership Unit may be sold on a shared ownership basis to any person who is considered by the Association to be in need of such accommodation.

6 SHARED OWNERSHIP PROVISIONS

6.1 In respect of each Sale by way of a Shared Ownership Lease:

6.1.1 the Association shall not (unless otherwise agreed with the prospective lessee of a Shared Ownership Unit) on the first sale of a Shared Ownership Unit offer such unit at more than $/[40%$/] of its Market Value and the Association shall ensure compliance at all times with the requirements for rents and service charges of the Performance Standards and Regulatory Guidance for Registered Social Landlords, published by the Housing Corporation in December 1997 as statutory housing management guidance under section 36 of the Housing Act 1996 (or any equivalent guidance published for Registered Providers by the Homes and Communities Agency or Tenant Services Authority);

6.1.2 the Association shall retain in perpetuity a legal interest in each Shared Ownership Unit as lessor of the Shared Ownership Lease, subject to any statutory right of the shared ownership lessee to staircase to 100%;

6.1.3 subject to the rules of the Homes and Communities Agency or Tenants Services Authority from time to time the owner of each Shared Ownership Unit shall be entitled to increase his share in the value of the Shared Ownership Unit $/[up to a maximum of 80% of the Market Value (subject to any statutory right of the shared ownership lessee to staircase to 100%)$/] $/[**OR** in tranches of the Market Value so that on the final tranche the shared ownership lessee shall acquire either the freehold interest or the whole of the leasehold interest[4]$/];

6.1.4 the shared ownership lessee shall occupy the Shared Ownership Unit as his only or main residence for himself and his family only and shall not be entitled to assign or transfer the Shared Ownership Unit or any part of it unless he shall have first offered in writing to assign his interest to a person nominated by the Association in accordance with the terms of the Shared Ownership Lease;

6.1.5 the shared ownership lessee shall not without the consent of the Association sublet the whole or any part of the Shared Ownership Unit;

[4] Use first option if there is a restriction on staircasing. Use second option if no staircasing restriction. If there is a staircasing restriction delete "or other provider of Affordable Housing approved by the Homes and Communities Agency for receipt of social housing grant" from the definition of Approved Body in the main Section 106 Agreement as only an RSL can enforce staircasing restrictions

6.1.6 the sale price in respect of any assignment by the shared ownership lessee shall be determined in accordance with the provisions of the Shared Ownership Lease;

6.1.7 in the event of any breach by the shared ownership lessee of the provisions of clauses 6.1.4 to 6.1.6 above the Association shall take all necessary action to enforce the provisions of the same by taking legal proceedings if necessary.

7 MANAGEMENT AND MAINTENANCE

The Association shall ensure that following practical completion of the Affordable Dwelling Units they are at all times properly managed and maintained insofar as this is the obligation of the Association and that the Association, in its capacity as landlord, complies at all times with all of its statutory and contractual obligations to its tenants.

8 SUPPLY INFORMATION TO THE COUNCIL

The Association shall provide to the Council upon request at any time any information relating to the waiting list, allocation criteria, vacancies, allocations and (where applicable) rent levels relating to any Affording Dwelling Unit and any sale pursuant to the statutory purchase grant scheme in Part 1 of the Housing Act 1996 (if applicable) or such other information that it may reasonably require to enable it to ensure that the Association is at all times complying with the provisions of this Agreement.

9 NOTICES TO EITHER PARTY

Unless otherwise agreed any notice, certificate or consent to be given under the terms of this Agreement to the Association shall be served by sending the same by post to or leaving the same at the registered office of the Association as appropriate and any notice to be given to the Director shall be served by sending the same by post to or leaving the same at the office of the Council at East Pallant House, East Pallant, Chichester, West Sussex, PO19 1TY.

10 COUNCIL'S POWERS AS LOCAL AUTHORITY

Nothing contained in or implied by this Agreement shall prejudice or affect the Council's rights, powers, duties or obligations relating to the exercise of the Council's functions as a statutory body whether as a District Council or local planning authority or otherwise nor shall any consent express or implied in this Agreement be binding upon the Council in any capacity other than as the beneficiary of the covenants contained in this Agreement.

11 DISPOSAL RESTRICTIONS

11.1 The parties to this Agreement reaffirm the covenants and conditions contained in the Section 106 Agreement.

11.2 The Association covenants not to dispose of or part with possession of the whole or part of the Property prior to ensuring that any disponee shall have first entered into a direct covenant with the Council to perform and observe the covenants contained in this Agreement but this provision shall not relate to a disposal under a Shared Ownership Lease $/[nor under right to acquire statutory provisions$/][5].

[5] Delete this if this is a rural site where right to acquire restrictions apply

12 EXCLUSION CLAUSE

12.1 It is hereby agreed that the provisions of this Agreement shall not be binding upon nor enforceable against:

12.1.1 A mortgagee in possession of the Property or any part thereof exercising its power of sale who has first followed the pre-emption procedures set out in clauses 5.5, 5.6 and 5.7 of the Section 106 Agreement

12.1.2 Any lessee of a Shared Ownership Lease or any mortgagee of a Shared Ownership Lessee PROVIDED THAT the Shared Ownership Lease contains nomination provisions to be followed by the lessee on an assignment of the Shared Ownership Lease and is based on the Homes and Communities Agency model lease (if any) at the time of the grant and accords with the requirements of the Homes and Communities Agency or the Tenant Services Authority as appropriate

12.1.3 $/[Any tenant of an Affordable Dwelling Unit exercising a statutory or voluntary Right to Buy or Right to Acquire pursuant to the Housing Act 1985 or the Housing Act 1996 or any statutory amendments, modification or re-enactment thereof or exercising a statutory right to acquire an Affordable Dwelling Unit through any voluntary purchase scheme promoted by the Homes and Communities Agency or any other public body$/][6]

12.1.4 Any person deriving title from any of the persons specified in clauses 12.1.1 – 12.1.3 (inclusive) above.

IN WITNESS of which this document has been duly executed as a deed and delivered on the date stated at the beginning of this document.

[6] Delete this paragraph if this is a rural site where right to acquire restrictions apply

Signed as a deed by affixing the)
common seal of [*name of housing*)
association] in the presence of)

Committee Member

Committee Member

Secretary

Signed as a deed by affixing the seal of)
CHICHESTER DISTRICT COUNCIL in)
the presence of:)

Authorised Signatory

APPENDIX 2

West Sussex Fire Brigade Guidance Notes

WEST SUSSEX FIRE & RESUCE SERVICE

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

1.0 Water Undertakers

The water undertakers in the County are as follows:

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

2.0 Hydrants

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

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

2.1 Hydrants on New Mains

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

2.2 New Hydrants on Existing Mains

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

2.3 Location and spacing of Hydrants

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

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

I Residential (to include Sheltered Housing)

Approximately 360 metres apart

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

II Industrial, Industrial Estate and Associated Risks:

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

III Hospitals, Institutions, Hotels etc:

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

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

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

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

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

VI Rural Areas:

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

VII Trunk Road and Motorways:

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

VIII Major Risks:

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

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

3.0 Water Supply

3.1 Diameter of Water Mains

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

3.2 Water Pressure

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

APPENDIX 3

Shared Equity Unit Disposal Procedure

1. SHARED EQUITY UNITS

1.1 COUNCIL NOMINATIONS

1.1.1A The Owner undertakes to Provide the Shared Equity Units in accordance with the terms of this Agreement and as set out in this Appendix 3 so as to seek (subject to paragraphs 1.9 to 1.13 of the First Schedule) to ensure that the Shared Equity Units remain as Shared Equity Units in perpetuity.

1.1.1B The Owner shall, when it desires to commence the marketing to sell or otherwise dispose of the Shared Equity Units in any Sub Phase give to the Council a notice in writing that it intends to dispose of the Shared Equity Units.

1.1.1.C The Owner shall allow the Council 42 (forty two) days from receipt of a written notice from the Owner pursuant to paragraph 1.1.1B in which to nominate persons to purchase the relevant Shared Equity Units ("the Nominated Person") and shall:

1.1.1.1 make a written offer to transfer the Shared Equity Units to such Nominated Persons in accordance with the terms of the Shared Equity Unit disposal agreed in the applicable Sub-Phase Affordable Housing Scheme and such nominated persons shall have:

(a) 2 (two) weeks from the date of service of the offer to give the Owner written notice of their intention to accept the offer; and

(b) 2 (two) months from the date of service of the offer in which to exchange contracts for the purchase of the Shared Equity Units;

1.1.1.2 If in respect of each Shared Equity Unit:

(i) the Nominated Person does not give the Owner written notice of his intention to accept the offer within the 2 (two) week period referred to in paragraph 1.1.1.1(a) above; or

(ii) if the Nominated Person accepts the offer but does not exchange contracts within the 2 (two) month period specified at 1.1.1.1(b) above;

then the Owner shall serve notice on the Council to record such non acceptance WHEREUPON the Council shall be entitled to make one further nomination ("the Second Nominated Person") within a further 21 (twenty one) day period. Thereafter, the Owner shall comply with paragraph 1.1.1.1 above in respect of that Second Nominated Person.

1.1.2 If:

(i) the Second Nominated Person does not give the Owner written notice of his intention to accept the offer within the 2 (two) week period referred to in paragraph1.1.1.1(a) above; or

(ii) if the Second Nominated Person accepts the offer but does not exchange contracts within the 2 (two) month period specified at 1.1.1.1(b) above; or

(iii) the Council does not nominate any Nominated Persons within the 42 (forty two) day period referred to in paragraph 1.1.1C

then the Owner may proceed to sell the dwelling in accordance with paragraph 1.2 of this Appendix 3.

1.2. NO COUNCIL NOMINATIONS

If:

(i) the Council has failed to provide a list of Nominated Persons or Second Nominated Persons pursuant to clauses 1.1 and 1.2 above; or

(ii) the Second Nominated Person fails to accept the offer in accordance with paragraph 1.2(i); or

(iii) the Second Nominated Person fails to exchange contracts within the period set out in paragraph 1.2(ii) above; or

(iv) the Council agrees in writing that it shall not nominate any persons in accordance with Paragraph 1.1.1 and 1.1.2 of this Appendix 3;

the Owner shall be at liberty to sell such Shared Equity Unit on the open market in accordance with the terms of the Shared Equity Unit disposal agreed in the applicable Sub-Phase Affordable Housing Scheme to any Eligible Purchaser

1.3. REGISTRATION AT HM LAND REGISTRY

1.3.1 Unless otherwise agreed by the Council as part of the relevant approved Sub-Phase Affordable Housing Scheme (having regard to the affordable housing product pursuant to which the relevant unit is being disposed) all transfer documents of the Shared Equity Units shall contain an application to the Chief Land Registrar to enter under authority of the Land Registration Acts (or such other amending or successor acts at the time of production of the transfer documents) the following, agreed, clause ("the Restriction"):

"Except under an order of the Registrar no transfer assent assignment or other disposition leading to a change in the proprietorship of the property is to be registered unless a Certificate signed by an authorised officer of Chichester District Council has been produced to the Registrar confirming that such disposition has been made in accordance with the provisions of the First Schedule and/or Appendix 3 of:

(i) An agreement dated [ ]and made between (1) Chichester District Council; (2) West Sussex County Council (3) Hanbury Properties Limited and (4) Lloyds TSB PLC; and (3)

1.3.2 In addition to the requirements of paragraph 1.3.1 above until such time as the Restriction has been applied by HM Land Registry and notified to the Council, the Owner shall not dispose of or otherwise part with possession of the Shared Equity Units otherwise than in accordance with the terms of this Agreement.

1.4 OCCUPANCY

1.4.1 A person to whom a Shared Equity Unit is transferred must occupy the Shared Equity Unit as their only or principal home and must not use the unit for any other purpose.

1.4.2 Any person to whom a Shared Equity Unit is transferred shall not let, license any part of their interest in the Shared Equity Unit or otherwise part with possession of any part of the Unit EXCEPT that that person may license a single room to one individual, such individual to occupy the room as a lodger and not as a tenant.

1.5. DISPOSALS

1.5.1 Unless otherwise agreed by the Council as part of the relevant approved Sub-Phase Affordable Housing Scheme (having regard to the affordable housing product pursuant to which the relevant unit is being disposed) and subject to paragraphs 1.10 to 1.14 of the First Schedule any Shared Equity Unit shall not be disposed of by the Owner or its successors in title other than:

(1) at a price which is not more than 80% (eighty percent) of the Open Market Value; and

(2) (unless otherwise agreed by the Council) to an Eligible Purchaser, and

(3) on any first disposal of the relevant Shared Equity Unit strictly In accordance with paragraphs 1.1 and 1.2 above.

So that (subject to paragraphs 1.9 to 1.13 of the First Schedule) the Shared Equity Unit is retained as a unit of affordable housing in perpetuity EXCEPT that the Owner at any given time shall be permitted to charge the Shared Equity Unit

1.5.2 For the avoidance of doubt, the price specified at paragraph 1.5.1(1) above shall represent the whole of the price for the Shared Equity Unit and no further incentive, gift or other item, whether by way monetary sum or otherwise, shall be given to the transferor or accepted by the transferor in return for the sale of the Property

1.6. CERTIFICATE OF COMPLIANCE

1.6.1 On any disposal of a Shared Equity Unit either by the Owner, his successors in title, or by any future purchaser, the Council will upon receipt of a duly executed statutory declaration (in the form annexed at Appendix 4 hereto) prior to exchange of contracts agree to issue a Certificate and will issue such Certificate on completion of the Transfer and upon receipt of a duly executed and certified copy of the Transfer document and of the Deed of Covenant (the original being registered at HM Land Registry)

1.6.2 The Certificate referred to above shall be given in the following form:

"To: [the transferee]

Re: [the property]

Transfer dated

Parties

I certify that the above Transfer complies with the terms of an agreement made under s.106 of the Town and Country Planning Act 1990 dated [ ] made between (1) CHICHESTER DISTRICT COUNCIL; AND (2) WEST SUSSEX COUNTY COUNCILAND (3) HANBURY PROPERTIES (CHICHESTER) LIMITED AND (4) LLOYDS TSB PLC;

And the Transferee has submitted a Statutory Declaration and has completed the attached Deed of Covenant as required by the Unilateral Undertaking

Date:

Signed:

Director of Home & Community Services

Chichester District Council"

1.7. STATUTORY DECLARATION

A purchaser of a Shared Equity Unit shall in support of the request for a Certificate provide a Statutory Declaration setting out the facts substantially in the form of the draft attached as Appendix 3

1.8. DEED OF COVENANT

On the first and every subsequent disposal of a Shared Equity Unit the purchaser(s) shall enter into a Deed of Covenant in favour of Chichester District Council (in a form to be approved by the Council as part of the relevant Sub Phase Affordable Housing Scheme).

1.9. PERSONS WITH A LOCAL CONNECTION

1.9.1 For the purposes of this Agreement a Person with a Local Connection is defined as:

A person who is not easily able to compete in the open market for housing accommodation within the Chichester District and is a first time buyer and:-

(a) Lives within the Chichester District; or

(b) Is in permanent employment in the Chichester District; or

(c) Within the last 2 (two) years lived within Chichester District but was forced to move away due to lack of affordable housing, or

(d) is the parent sibling or child (as defined in s.186 of the Housing Act 1985) of an existing living resident of Chichester District

1.9.2 For the avoidance of doubt where there are joint purchasers only one of the intending purchasers needs to be the person with a Local Connection

1.10 CHARGEES

For the avoidance of doubt in relation to any disposal of a Shared Equity Unit by a chargee in the proper exercise of its powers the provisions of paragraphs 1.9 to 1.13 of the First Schedule shall apply thereto and, subject to compliance therewith by the charge, shall override any restrictions or obligations set out within this Appendix 3

APPENDIX 4

STATUTORY DECLARATION

I, of Chichester, West Sussex SOLEMNLY AND SINCERELY DECLARE as follows

1. I intend to purchase from [ ] the freehold property known as [ ]
West Sussex ("the Property") for the sum of [ ] Pounds (£) representing 80% of the Open Market Value of [ ] pounds (£)

2. The Property is subject to the terms of an agreement made under s 106 of the Town and Country Planning Act 1990 dated [ ] made between (1) XX; (2) Chichester District Council; And (3) West Sussex County Council ("the Section 106 Agreement");

3 The phrases 'Open Market Value' mentioned herein shall have the same meanings as defined in the Section 106 Agreement

4. The Section 106 Agreement requires certain criteria to be met by purchasers of the Property and in this regard I confirm that I am unable to easily compete in the open market for housing within the Chichester District:

* That I now live permanently within the Chichester District; or
* That I am permanently employed by ; or
* Within the last two years I have lived at in the Chichester District but was forced to move away due to lack of affordable housing; or
* That my ..... [Insert family member] resides within the Chichester District at .....;

and:
- I am not easily able to compete in the open market for accommodation within the District of Chichester; and
- I am a first time buyer

* delete and complete as appropriate

DECLARED by the above named)
This day of)
)
BEFORE ME

.....
Commissioner for Oaths/Solicitor