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CM 7.13

DATED 10th May 2013

MID SUSSEX DISTRICT COUNCIL
and
WEST SUSSEX COUNTY COUNCIL
and
SUNLEY PROPERTY LLP
and
SPARTACUS EQUITATION LIMITED
and
NICHOLAS GEOFFREY EDWARD HAWKINGS-BYASS and JAMES ANTHONY TRAFFORD
and
NEIL ANDREW FLETCHER and KAREN FLETCHER
and
BARCLAYS BANK PLC

SECTION 106 AGREEMENT

AGREEMENT

Under Section 106 of the
Town and Country Planning Act 1990 (as amended)
relating to
Land East of Kings Way, Burgess Hill, West Sussex

pdt solicitors
premier house, 36-48 queen street,
horsham, west sussex rh13 5ad
Tel: 01403 262333 Fax: 01403 262444
Ref: JC/SUN 4/5

THIS AGREEMENT is made the 10th day of May 2013

BETWEEN

- (1) **MID SUSSEX DISTRICT COUNCIL** of "Oaklands" Oaklands Road Haywards Heath West Sussex RH16 1SS ("the District Council")
- (2) **WEST SUSSEX COUNTY COUNCIL** of County Hall West Street Chichester West Sussex PO19 1RQ ("the County Council")
- (3) **SUNLEY PROPERTY LLP** (LLP reg no. OC350451) whose registered office is at 20 Berkeley Square, London W1J 6LH ("the First Owner")
- (4) **SPARTACUS EQUITATION LIMITED** (Company registered in Guernsey under Company Registration Number 13311) whose registered address is at The Albany, St Peters Port, Guernsey GY1 1AG ("the Second Owner")
- (5) **NICHOLAS GEOFFREY EDWARD HAWKINGS-BYASS** and **JAMES ANTHONY TRAFFORD** of 1 Green Street, London W1K 6RG and c/o Speechly Bircham LLP, 6 New Street Square, London EC4A 3LX ("the Third Owner")
- (6) **NEIL ANDREW FLETCHER** and **KAREN FLETCHER** of Pollards Farm, Ditchling Common, Burgess Hill RH15 0SE ("the Fourth Owner")
- (7) **BARCLAYS BANK plc** (CRN: 1026167) whose registered office is at 1 Churchill Place London E14 5HP ("the Mortgagee")

WHEREAS

- (1) The First Owner is the registered proprietor with Title Absolute of land registered at HM Land Registry under Title Number WSX101583 known as land on the east side of Kings Way, Burgess Hill West Sussex ("the Brown Land") and which is shown for identification purposes only coloured brown on the plan marked 'Plan 1' attached hereto (Plan 1")
- (2) The Second Owner is the registered proprietor with Title Absolute of land registered at HM Land Registry under Title Numbers WSX89034 and WSX87777 known respectively as land at Sawyers Land Farm, Ditchling Common and land at Ditchling Common, West

Sussex ("the Mauve Land") and which is shown for identification purposes only coloured mauve on Plan 1 and the Mauve Land is subject to Unilateral Notices in respect of an option contained in an agreement dated 14.12.10 made between the First Owner and the Second Owner

- (3) The Third Owner is the registered proprietor with Title Absolute of land registered at HM Land Registry under Title Number SX103368 known as land on the north side of Folders Lane, Burgess Hill, West Sussex ("the Yellow Land") and which is shown for identification purposes only coloured yellow on Plan 1 and the Yellow Land is subject to a Unilateral Notice in respect of an option contained in an agreement dated 14 March 2011 made between the First Owner and Nicholas Geoffrey Edward Hawkings-Byass and Paul Bernard Matthews
- (4) The Fourth Owner is the registered proprietor with Title Absolute of land registered at HM Land Registry under Title Number WSX215942 known as land at Pollards Farm, Ditchling Common, West Sussex ("the Blue Land") and which is shown for identification purposes only coloured blue on Plan 1 subject to a legal mortgage dated 16th day of May 2007 in favour of the Mortgagee and a Unilateral Notice in respect of an option to purchase contained in an agreement dated 16th June 2011 made between the First Owner and the Fourth Owner
- (5) The Brown Land and the Mauve Land and the Yellow Land and the Blue Land shall hereinafter be referred to as "the Land"
- (6) The District Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 as amended ("the Act") for the area in which the Land is situated
- (7) The County Council is the Local Highway Authority and the local authority responsible for Education and is responsible for the provision of library and fire and rescue service infrastructure in the area in which the Land is situated
- (8) On the 30th day of April 2012 the First Owner submitted to the District Council an

application for planning permission under Reference 12/01532/OUT ("the Application") in respect of the Land for the Development (as hereinafter defined)

- (9) On the 27th day of May 2004 the District Council adopted the Mid Sussex Local Plan ("the Local Plan").
- (10) Policy G3 of the Local Plan requires that the District Council will impose planning conditions or require that a planning obligation be entered into to provide or make financial contributions towards infrastructure either on or off the Land, which is required to service and support the Development ("Infrastructure")
- (11) On 17th March 1999 the County Council adopted a Supplementary Planning Guidance document entitled "The Provision of Service Infrastructure related to New Development in West Sussex – Part 1" and the District Council, at a meeting of the Cabinet on 20th February 2006, resolved to approve a supplementary planning document in respect of service infrastructure which is published as 'Development and Infrastructure : Supplementary Planning Document' ("the Supplementary Planning Document")
- (12) The Development (as hereinafter defined) generates a need for Infrastructure in accordance with Policy G3 and any relevant specific policies of the Local Plan and the Supplementary Planning Document in respect of leisure facilities, transport, healthcare, community buildings, recycling, local community infrastructure, education and library
- (13) The District Council has at its District Planning Committee on the 5th December 2012 resolved to grant planning permission to carry out the Development subject only to the completion of this Agreement and to the conditions to which the planning permission pursuant to the Application is intended to be subject substantially in the form annexed hereto at Appendix 6 ("the Planning Permission")
- (14) The Owner (as hereinafter defined) and the Mortgagee have agreed to enter into this Agreement to give the following obligations in the manner hereinafter appearing
- (15) The Burgess Hill Town Council endorsed the "Town Wide Strategy for the next 20 years" in September 2011 to identify funding for key infrastructure and community facilities to

LAND EAST OF KINGS WAY
BURGESS HILL



SUNLEY

Thm J. C. A.

20934

Signed for and on behalf of BARCLAYS BANK PLC by
Young McKie
as duly appointed Attorney and Power of Attorney
devised & signed in the presence of:
Witness **Carmel Anderson**

AUTHORISED OFFICER

20934

20934





MASTERPLAN
DATE: JANUARY 2013
SCALE: 1/2500 @ A3

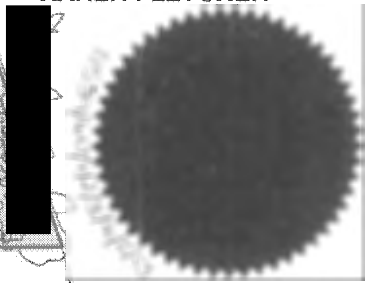


LAND EAST OF KINGS WAY
BURGESS HILL



SUNLEY

-  SUNLEY PROPERTY
LLP
-  SPARTACUS
EQUITATION
LIMITED
-  NICHOLAS GEOFFREY
EDWARD
HAWKINGS-BYASS
AND JAMES ANTHONY
TRAFFORD
-  NEIL ANDREW
FLETCHER AND
KAREN FLETCHER



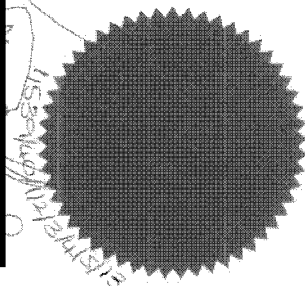
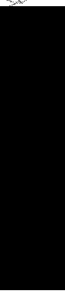
Signed for and on behalf of BARCLAYS BANK PLC by
Yvonne McKus
as duly appointed Attorney under a Power of Attorney
dated 03/11/11 in the presence of:
Witness **Carmel Anderson**

S106 - PLAN 1
DATE: JANUARY 2013
SCALE: 1/2500 @ A3

LAND EAST OF KINGS WAY
BURGESS HILL



SUNLEY



COUNTRY PARK

Signed for and on behalf of BARCLAYS BANK PL
by my appointed Attorney under a Power of Attorney
dated 25/11/11 in the presence of
Witness
Cathal Anderson

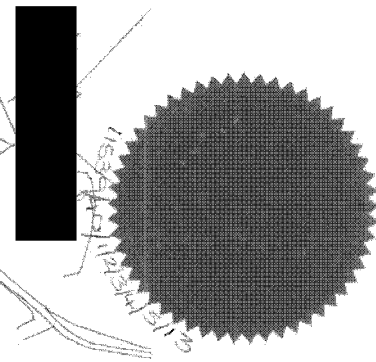
Yvonne McKus

S106 - PLAN 2
DATE: JANUARY 2013
SCALE: 1/2500 @ A3

LAND EAST OF KINGS WAY BURGESS HILL



SUNLEY



-  NEIGHBOURHOOD CENTRE
-  COMMUNITY FACILITIES LAND

Signed for and on behalf of BARCLAYS BANK PLC by
Yvonne McKelvie
as duly appointed Attorney under a Power of Attorney
dated 01/11/11 in the presence of:
Witness
Carmel Anderson

S106 - PLAN 3
DATE: JANUARY 2013
SCALE: 1/2500 @ A3

promote benefit to the town of Burgess Hill ("the Town Wide Strategy")

- (16) The District Council published the Mid Sussex District Plan consultation draft in October 2011 which identified the strategic allocation of the Land under policy DP5 and provided for policy to consider the provision of infrastructure as set out in the Town Wide Strategy
- (17) The District Council published the Revised Draft District Plan in June 2012 which identified the strategic allocation of the Land under policy DP6 and provided for policy to consider the provision of infrastructure as set out in the Town Wide Strategy

1. NOW THIS DEED WITNESSETH as follows:

- 1.1 In this Agreement the following expressions shall unless the context otherwise requires have the following meanings:

"the Act" means the Town and Country Planning Act 1990 as amended

"Affordable Housing" means housing to include social and affordable rented and intermediate housing (including shared ownership), provided to specified eligible households whose needs are not met by the market. Affordable housing should:

- Meet the needs of eligible households who the District Council could reasonably expect to occupy this Development having regard to its Allocation Scheme including availability at a cost low enough for them to afford, determined with regard to local incomes

and local house prices.

- Include provision for the homes 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 subject to any such recycling of the subsidy being in accordance with the requirements of the Homes and Communities Agency

"Affordable Housing Land"

means an area or areas of the Land upon which the Affordable Housing Units are to be constructed the location and area of which are agreed pursuant to clause 4.1

"Affordable Housing Scheme"

means the scheme attached to this Agreement at Appendix 1 or such other scheme approved by the Head of Housing Services in accordance with clause 4.13

"Affordable Housing Units"

means 30% of the total number of Dwellings comprised within the Development together with associated car parking spaces and gardens/amenity land which are to be constructed on the Affordable Housing Land pursuant to the Planning Permission and which are to be occupied as Affordable Housing by a Nominee or Other Eligible Person in accordance with the Affordable

	Housing Scheme and the Nomination Agreement and "Affordable Housing Unit" is any part of the Affordable Housing Units capable of separate occupation
"Affordable Rented Unit"	means an Affordable Housing Unit which is rented housing let by registered providers of social housing 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 per cent of the local market rent (including service charges where applicable and where local market rents are calculated using the Royal Institution of Chartered Surveyors approved valuation methods)
"All Weather Pitch"	means a pitch with an artificial surface for a variety of practical and sporting applications
"Allocation Scheme"	means the scheme adopted by the District Council from time to time for determining priorities and the procedure to be followed in allocating housing accommodation in accordance with Part VI of the Housing Act 1996 as amended
"B2112 Corridor Contribution"	means a financial contribution in the sum of £63,745 (sixty three thousand seven hundred and forty five pounds) subject to

	adjustment in accordance with clause 3.15
"Chargee"	means any mortgagee or chargee of the Registered Provider or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925
"Chargee's Duty"	means the tasks and duties set out in clause 4.10
"Commencement of the Development"	means the carrying out of any material operation pursuant to the Application as defined in Section 56 (4) of the Act but excluding (for the purposes of this Agreement and for no other purpose) any site clearance and demolition works and any ground investigations, survey and sampling works and all references to commencing development shall be construed accordingly
"Commencement Date"	means the date on which the Commencement of the Development begins
"Community Facilities Building"	means a building with a footprint having an area of up to 350sq metres for use within classes D1/D2 of the Town and Country Planning Use Classes Order 1987 as amended ("the Use Classes Order") on the Community Facilities Land
"Community Building Contribution"	means a financial contribution in the sum of £209,107 (Two hundred and nine thousand

and one hundred and seven pounds) calculated in accordance with the provisions of the Supplementary Planning Document to be adjusted by a percentage equivalent to the increase or decrease in the General Index of Retail Prices (All Items) as published by the Office for the National Statistics or any official publication substituted for it between the date hereof and the date of payment of the Community Building Contribution

“Community Facilities Land”

means the area as indicatively coloured orange on the plan marked ‘Plan 3’ annexed hereto (‘Plan 3’) within the Neighbourhood Centre comprising the Community Facilities Building together with associated amenity land and car parking and as approved by the District Council as part of a Reserved Matters Application in relation to the Neighbourhood Centre

‘Community Land Transfer’

means the transfer of the Community Facilities Land from the Owner to the District Council and which is approved by the District Council substantially in the form annexed hereto at Appendix 5

“Commencement Notice”

means a written notice to be given by the Owner to the District Council and the County

	Council confirming the Commencement Date and served in accordance with clause 17;
"Community Transport Improvements Contribution"	means the sum of £1,473,080 (One million four hundred and seventy three thousand and eighty pounds) towards the cost of transport improvements as set out in the list of identified Projects in Schedule 1
"Community Resource Centre"	means a building with a floor space of up to 140 square metres within the Neighbourhood Centre within use classes D1 or D2 of the Use Classes Order or another use as approved in writing by the District Council
"Construction Index"	means the All-in Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors and if the name or basis of computation of such index should change any official replacement of the said index by the Royal Institution of Chartered Surveyors and in the absence of such official replacement such other index as may be agreed between the Owner and the District Council
"Country Park"	means the park and area of informal open space as indicatively shown coloured green

	on the plan marked 'Plan 2' annexed hereto ('Plan 2')
"Development"	means the development of the Land to provide 480 dwellings, a new access from Kings Way, a Neighbourhood Centre, informal open space incorporating a park, pedestrian and cycle routes, a landscape buffer and ancillary works
"Ditchling Common Management Contribution"	means the sum of £370,000 (Three hundred and seventy thousand pounds) subject to adjustment in accordance with clause 3.4
"Ditchling Common Management Plan"	means a plan commissioned and approved by East Sussex County Council for the management and maintenance and improvement of the land owned by East Sussex County Council and known as Ditchling Common Country Park including those parts of the East Sussex highway network (including rights of way) serving the Ditchling Common Country Park and the surrounding area
"Ditchling Common Traffic Contribution"	means a financial contribution in the sum of £80,000 (Eighty thousand pounds) subject to adjustment in accordance with clause 3.13
"Ditchling Common Crossing Contribution"	means a financial contribution in the sum of

	£60,000 (Sixty thousand pounds) subject to adjustment in accordance with clause 3.14
"Dwelling"	means any dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission
"East Sussex County Council"	means_East Sussex County Council of County Hall, St Anne's Crescent, Lewes, East Sussex, BN7 1SW
"the Expert"	means the Expert appointed pursuant to clause 16
"Head of Housing Services"	means the District Council's Head of Housing, Environmental Health & Building Control or such person as the District Council may nominate in her place from time to time
"Healthcare Contribution"	means the sum of £206,875 (two hundred and six thousand eight hundred and seventy five pounds subject to adjustment in accordance with clause 3.5
"Highway Improvements Contribution"	means the sum of £1,146, 568 (One million one hundred and forty six thousand five hundred and sixty eight pounds) towards the cost of Highway improvements in the local area as set out in the list of identified Projects in Schedule 1
	"Homes and Communities Agency"
	means the body known as the Homes and Communities Agency or any successor

organisation or body

“Leisure Contribution”

means the financial contribution of £481,382 (Four hundred and eighty one thousand three hundred and eighty two pounds) calculated in accordance with the provisions of the Supplementary Planning Document subject to adjustment in accordance with the provision of Clause 3.1 such sum to be spent on the provision of a new centre for community sport in the local area or on new leisure facilities to be located in the eastern side of Burgess Hill

“Library Contribution”

means the financial contribution of £108,125 (One hundred and eight thousand one hundred and twenty five pounds) calculated in accordance with the provisions of the Supplementary Planning Document subject to adjustment in accordance with the provision of Clause 3.9

“Local Community Infrastructure Contribution”

means the financial contribution of £95,405 (Ninety five thousand four hundred and five pounds) calculated in accordance with the provisions of the Supplementary Planning Document subject to adjustment in accordance with the provision of Clause 3.2

“Management Company” means a company

	or companies which has as one of its long term objectives the long term maintenance of the Country Park which has been set up for that purpose (without limitation)
"Market Housing Units"	means that part of the Development which is general market housing for sale on the open market and which is not Affordable Housing
"Master Plan"	means the plan attached hereto with drawing no. 38-1792-001
"Neighbourhood Centre"	means the area as indicatively highlighted in black hatching on Plan 3 comprising of (subject to the relevant clauses herein) the Community Facilities Land, a Community Facilities Building, a Retail Facility and Community Resource Centre together with any associated amenity land and car parking and which is subject to approval under a Reserved Matters Application
"Nomination Agreement"	means an agreement between the District Council and the Registered Provider under which the District Council exercises its right to nominate prospective occupiers for the Affordable Housing Units in accordance with Part VI of the Housing Act 1996 section 159 substantially in the form annexed hereto at Appendix 2 and which agreement shall provide for the District Council to have the

	right to nominate 100% of the prospective occupiers of the Affordable Housing Units and shall include the right to nominate on the initial grant of a shared ownership lease and any subsequent assignments and the right to nominate on the first letting of a tenancy and any subsequent re-letting
"Nominee"	means a person who is selected by the District Council and whose name is taken from the Mid Sussex Housing Register originally established under section 162 of the Housing Act 1996 or such other procedure as may be implemented by the District Council
"Occupation"	means occupation other than for the purposes of fitting out marketing or site security (and 'Occupy' 'Occupied') shall be construed accordingly
"Other Eligible Person"	means a person selected by a Registered Provider in accordance with the Nomination Agreement and who is in need of Affordable Housing
"Owner"	means the First Owner, the Second Owner, the Third Owner and the Fourth Owner
"Payment Dates"	means on or before the date of the Occupation of the 25 th , the 100 th , the 175 th , the 250 th , and the 350 th Dwelling

"Payment Date Notices"	means the written notices confirming the date of Occupation of each of the Payment Dates as referred to clause 3.16 and served in accordance with clause 17;
"Pedestrian Cycleway and Equestrian Improvements Contribution"	means the sum of £540,697 (Five hundred and forty thousand six hundred and ninety seven pounds) towards the provision of pedestrian cycleway and equestrian improvements as set out in the list of identified Projects in Schedule 1
"Phase"	means the part of the Land which is to be developed with the erection of Dwellings and the subject of a separate Reserved Matters Application and 'Phasing' shall be construed accordingly.
"Practical Completion"	means the issue of a certificate of practical completion by the Owner or their architect or in the event that the Development is constructed by a party other than the Owner the issue of a certificate of practical completion by that other party or their architects
"Primary Education Contribution"	means the financial contribution of £1,727,490 (One million seven hundred and twenty seven thousand four hundred and

ninety pounds) calculated in accordance with the provisions of the Supplementary Planning Document subject to adjustment in accordance with the provision of Clause 3.10

“the Projects”

means the projects set out in Schedule 1

“Protected Occupier” means a Nominee or Other Eligible Person who:

- 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 contractual right) in respect of a particular Affordable Housing Unit
- b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit
- c) has been granted a shared ownership lease by a Registered Provider (or similar arrangement where a share of the Affordable Housing Unit is owned by the Nominee or Other Eligible Person and a share is owned by the Registered Provider) in respect of a particular Affordable Housing Unit and the Nominee or the Other Eligible Person

has subsequently purchased from the Registered Provider all the remaining shares so that the Nominee or Other Eligible Person owns the entire Affordable Housing Unit

“Recycling Contribution”

means the sum of £14,770 (Fourteen thousand seven hundred and seventy pounds) calculated in accordance with the provisions of the Supplementary Planning Document subject to adjustment in accordance with the provisions of clause 3.3

“Registered Provider”

means either a registered social landlord as defined in Part 1 of the Housing Act 1996 who is registered with the Regulator pursuant to Section 3 of that Act and has not been removed from that register pursuant to Section 4 of that Act and who is approved in writing by the Head of Housing Services and/or a provider of social housing as defined in part 2 of the Housing and Regeneration Act 2008 who is registered with the Affordable Housing Regulator pursuant to Section 116 of that Act and who is approved in writing by the Head of Housing Services

“Reserved Matters Application”

means an application under the Act for approval of reserved matters reserved under the Planning Permission for subsequent

	approval
"Reserved Matters Approval"	means any approval granted pursuant to a Reserved Matters Application
"Retail Facility"	means a building with a floor space of up to 280 square metres within use class A1/A3 of the Use Classes Order
"Retail Facility Marketing Strategy"	means a marketing strategy to be submitted to and approved in writing by the District Council in respect of the proposed disposal of the Retail Facility in accordance with the provisions contained in clause 8
"Shared Ownership Unit"	means an Affordable Housing Unit which is occupied subject to a form of shared ownership lease granted by the Registered Provider where the occupier purchases an initial share of the equity and such lease must be drawn in accordance with the guidelines and requirements of the Homes and Communities Agency
"Secondary and Sixth Form Education Contribution"	means the financial contribution of £1,532,371 (One million five hundred and thirty two thousand three hundred and seventy one pounds) calculated in accordance with the provisions of the Supplementary Planning Document subject to adjustment in accordance with the

provision of Clause 3.11

"Social Rented Unit"

means an Affordable Housing Unit which is rented housing owned and managed by local authorities and registered social landlords, for which guideline target rents are determined through national rent regime. It may also include rented housing owned or managed by other persons and provided under equivalent arrangements to the above, as agreed with the local authority or with the Homes and Communities Agency

"Specified Date"

means the date(s) on which any obligation arising under this Agreement is due to be performed

"Wheelchair Unit"

means an Affordable Housing Unit that meets the requirements of the Habinteg Wheelchair Housing Design Guide or any subsequent guidance accepted by the Homes and Communities Agency for wheelchair design (unless otherwise agreed in writing by the Head of Housing Services)

1.2 For the purposes of this Agreement:

1.2.1 the expressions "the District Council" "the County Council" "the Owner" and "the Mortgagee" shall include the successors in title and assigns of each party including any local authority successor

1.2.2 the singular includes the plural and vice versa

1.2.3 For the purposes of this Agreement a reference to legislation (including

subordinate legislation) is to that legislation as extended, amended, modified, consolidated or re-enacted from time to time and includes any instrument, order, regulation, permission, consent, licence, notice, direction, bye-law, statutory guidance or code practice made or granted under such legislation whether made before or after the date of this Agreement.

1.2.4 an obligation in this Agreement on a party not to do something includes an obligation not to agree or allow that thing to be done

1.2.5 where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually

2. This Agreement is made pursuant to Section 106 of the Act Section 111 of the Local Government Act 1972 Section 1 of the Localism Act 2011 and all other enabling powers and the obligations contained herein are planning obligations for the purpose of Section 106 of the Act and are entered into by the Owner and the Mortgagee to the intent that it shall bind the Owner and the Mortgagee and their successors in title to each and every part of the Land and its assigns

3. The Owner covenants jointly and severally with the District Council and separately with the County Council:

3.1 to pay to the District Council one fifth of the Leisure Contribution on each of the Payment Dates, PROVIDED THAT each payment shall be adjusted by a percentage equivalent to the increase or decrease in the General Index of Retail Prices (All Items) as published by the Office for the National Statistics or any official publication substituted for it between the date hereof and the relevant

date of payment AND FURTHER PROVIDED THAT no more than 350 Dwellings shall be Occupied until all of the Leisure Contribution has been paid to the District Council

3.2 to pay to the District Council 50% of the Local Community Infrastructure Contribution on or before the date of Occupation of the 25th Dwelling and 50% of the Local Community Infrastructure Contribution on or before the date of Occupation of the 100th Dwelling, PROVIDED THAT each such payment shall be adjusted by a percentage equivalent to the increase or decrease in the General Index of Retail Prices (All Items) as published by the Office for the National Statistics or any official publication substituted for it between the date hereof and the relevant date of payment AND FURTHER PROVIDED THAT no more than 100 Dwellings shall be Occupied until all of the Local Community Infrastructure Contribution has been paid to the District Council

3.3 to pay to the District Council before the first (1st) Occupation of any Dwelling the Recycling Contribution, PROVIDED THAT such Recycling Contribution shall be adjusted by a percentage equivalent to the increase or decrease in the General Index of Retail Prices (All Items) as published by the Office for the National Statistics or any official publication substituted for it between the date hereof and the date of payment of the Recycling Contribution AND FURTHER PROVIDED THAT no Dwellings shall be Occupied until all of the Recycling Contribution has been paid to the District Council

3.4 to pay to the District Council the sum of £370,000 (Three hundred and seventy thousand pounds) ("the Ditchling Common Management Contribution") in 5 instalments as follows:

3.4.1 £100,000 shall be paid within 5 days of the Commencement Date

3.4.2 £90,000 shall be paid on or before the date 12 months from the Commencement Date

3.4.3 £60,000 shall be paid on or before the date 24 months from the Commencement Date

3.4.4 £60,000 shall be paid on or before the date 36 months from the Commencement Date and

3.4.5 the balance shall be paid on or before the date 48 months from the Commencement Date or prior to the Occupation of the 400th Dwelling (whichever is the earlier)

PROVIDED THAT in the event that the payment of any instalment shall become due after 31st March 2013 the amount payable shall be arrived at by the following calculation:

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

where:

A is the sum actually payable on the relevant Specified Date

B is the original sum specified in clause 3.4 hereof

C is the Construction Index for the quarter preceding the relevant Specified Date

D is the Construction Index for the first quarter of 2013

C divided by D is equal to or greater than 1

AND FURTHER PROVIDED THAT no more than 400 Dwellings shall be Occupied until all the Ditchling Common Management Contribution has been paid to the District Council

3.5 to pay to the District Council 50% of the Healthcare Contribution on or before the date of Occupation of the 25th Dwelling and 50% of the Healthcare Contribution on or before the date of Occupation of the 100th Dwelling, PROVIDED THAT each such instalment shall be adjusted by a percentage equivalent to the

increase or decrease in the General Index of Retail Prices (All Items) as published by the Office for the National Statistics or any official publication substituted for it between the date hereof and the relevant date of payment of such instalment AND FURTHER PROVIDED THAT no more than 100 Dwellings shall be Occupied until all of the Healthcare Contribution has been paid to the District Council.

- 3.6 to pay to the County Council one fifth of the Pedestrian Cycleway and Equestrian Contribution on each of the Payment Dates, PROVIDED THAT each payment shall be adjusted by an amount equal to the proportionate increase or decrease in the All-In Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors between the quarter preceding the date of this Agreement and the quarter preceding payment of each such instalment PROVIDED FURTHER THAT no more than 350 Dwellings shall be Occupied until all of the Pedestrian Cycleway and Equestrian Contribution has been paid to the County Council
- 3.7 to pay to the County Council one fifth of the Community Transport Improvements Contribution on each of the Payment Dates, PROVIDED THAT each payment shall be adjusted by an amount equal to the proportionate increase or decrease in the All-In Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors between the quarter preceding the date of this Agreement and the quarter preceding payment of each such instalment PROVIDED FURTHER THAT no more than 350 Dwellings shall be Occupied until all of the Community Transport Improvements Contribution has been paid to the County Council
- 3.8 to pay to the County Council one fifth of the Highway Improvements Contribution on each of the Payment Dates, PROVIDED THAT each payment shall be adjusted by an amount equal to the proportionate increase or decrease

in the All-In Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors between the quarter preceding the date of this Agreement and the quarter preceding payment of each such instalment PROVIDED FURTHER THAT no more than 350 Dwellings shall be Occupied until all of the Highway Improvements Contribution has been paid to the County Council

- 3.9 to pay to the County Council one fifth of the Library Contribution on each of the Payment Dates, PROVIDED THAT each payment shall be adjusted by an amount equal the proportionate increase or decrease in the All In Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors between the quarter preceding the date of this Agreement and the quarter preceding the date of payment of each such instalment PROVIDED FURTHER THAT no more than 350 Dwellings shall be Occupied until all of the Library Contribution has been paid to the County Council.

- 3.10 To pay to the County Council one fifth of the Primary Education Contribution on each of the Payment Dates BUT where payment is made after 31 March 2013 the sum shall be recalculated in accordance with the following formula:

Cost Multiplier x Number of Pupil Places (87.9543)

And the Cost Multiplier shall be the DfE new-build cost multiplier being that published for primary schools with the applicable index at 14th February 2013 being that published in 2008/09 (£13,043) PROVIDED THAT no more than 350 Dwellings shall be Occupied until all of the Primary Education Contribution has been paid to the County Council.

- 3.11 To pay to the County Council one fifth of the Secondary and Sixth Form Education Contribution on each of the Payment Dates BUT where payment is made after 31 March 2013 the sum shall be recalculated in accordance with the following formula:

(Number of Secondary pupil places (62.8245) x Secondary
Schools Cost Multiplier)

(Sixth Form Pupil Places (13.5701) x Sixth Form Cost
Multiplier)

And the Cost Multiplier shall be the DfE average build cost multiplier published for secondary schools in 2008/9 (£19,672) and published for sixth form schools with the applicable index at 14th February 2013 being that published in 2008/9 (£21,432) PROVIDED THAT that no more than 350 Dwellings shall be Occupied until all of the Secondary and Sixth Form Education Contribution has been paid to the County Council

3.12 Prior to the Commencement Date to submit to the County Council for the County Council's approval (such approval not to be unreasonably withheld or delayed) a proposal to install seventeen (17) hydrants at their own expense in approved locations and to arrange for their connection to a water supply which is appropriate in terms of both pressure and volume for the purposes of fire fighting and to arrange for their installation in the approved locations in accordance with the West Sussex Fire Brigade Guidance Notes attached to this Agreement at Appendix 3

3.13 to pay to the District Council the sum of £80,000 (Eighty thousand pounds) ("Ditchling Common Traffic Contribution") in 2 equal instalments as follows:

3.13.1 the first instalment of £40,000 (Forty thousand pounds) shall be paid on or before the date which is 24 months from the Commencement Date and

3.13.2 the second instalment of £40,000 (Forty thousand pounds) shall be paid on or before the date which is 36 months from the Commencement Date or prior to the Occupation of the 300th Dwelling (whichever is the earlier)

PROVIDED THAT in the event that the payment of any instalment shall become due after 31st March 2013 the amount payable shall be arrived at by the following calculation:

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

where:

A is the sum actually payable on the relevant Specified Date

B is the original sum specified in clause 3.13 hereof

C is the Construction Index for the quarter preceding the relevant Specified Date

D is the Construction Index for the first quarter of 2013

C divided by D is equal to or greater than 1

AND FURTHER PROVIDED THAT no more than 300 Dwellings shall be

Occupied until all the Ditchling Common Traffic Contribution has been paid to the District Council

3.14 to pay to the District Council the sum of £60,000 (Sixty thousand pounds)

(Ditchling Common Crossing Contribution in 2 equal instalments as follows:

3.14.1 the first instalment of £30,000 (Thirty thousand pounds) due on or

before the date which is 24 months from the Commencement Date and

3.14.2 the second instalment of £30,000 (Thirty thousand pounds) due on or

before the date which is 36 months from the Commencement Date or

prior to the Occupation of the 300th Dwelling (whichever is the earlier)

PROVIDED THAT in the event that the payment of any instalment shall become due after 31st March 2013 the amount payable shall be arrived at by the following calculation:

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

where:

A is the sum actually payable on the relevant Specified Date

B is the original sum specified in clause 3.14 hereof

C is the Construction Index for the quarter preceding the relevant Specified Date

D is the Construction Index for the first quarter of 2013

C divided by D is equal to or greater than 1

AND FURTHER PROVIDED THAT no more than 300 Dwellings shall be Occupied until all the Ditchling Common Crossing Contribution has been paid to the District Council

3.15 to pay to the District Council the sum of £63,745 (Sixty three thousand seven hundred and forty five pounds) ("the B2112 Corridor Contribution") in 2 instalments as follows:

3.15.1 the first instalment of £31, 873 (Thirty one thousand eight hundred and seventy three pounds) due on or before the date which is 24 months from the Commencement Date and

3.15.2 the second instalment of £31, 872 (Thirty one thousand eight hundred and seventy two pounds) due on or before on the date which is 36 months from the Commencement Date or prior to the Occupation of the 300th Dwelling (whichever is the earlier)

PROVIDED THAT in the event that the payment of any instalment shall become due after 31st March 2013 the amount payable shall be arrived at by the following calculation:

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

where:

A is the sum actually payable on the relevant Specified Date

B is the original sum specified in clause 3.15 hereof

C is the Construction Index for the quarter preceding the relevant Specified Date

D is the Construction Index for the first quarter of 2013

C divided by D is equal to or greater than 1

AND FURTHER PROVIDED THAT no more than 300 Dwellings shall be Occupied until all the B2112 Corridor Contribution has been paid to the District Council

- 3.16 to serve the Commencement Notice to the District Council and the County Council not less than 14 days before the Commencement Date and to serve the Payment Date Notices to the District Council and the County Council not less than 14 days before the Occupation of each of the 25th, 100th, 175th, 250th and 350th Dwellings

4. AFFORDABLE HOUSING

The Owner hereby jointly and severally covenants with the District Council so as to bind their interests in the Land as follows:

- 4.1 The Owner, having due regard to the Supplementary Planning Document including in relation to tenure mix and integration current at the time of the Application, shall submit to the District Council for approval as part of the Reserved Matters Application for each and every Phase:

4.1.1 details of the area and location of the Land upon which the Affordable Housing Units are to be constructed and which shall have been previously agreed in writing by the Head of Housing Services;

4.1.2 a scheme for the provision of Affordable Housing which shall include the number, size, type and the tenure mix of the Affordable Housing Units to meet the range of affordable housing needs in the locality and which shall have been previously agreed in writing by

the Head of Housing Services. It is hereby agreed and acknowledged by the Owner that 30% of the Dwellings comprised within the Development shall be Affordable Housing and that if there is to be Phasing of the Development then 30% of the total number of Dwellings comprised within each Phase shall be Affordable Housing Units (unless otherwise agreed in writing by the Head of Housing Services)

- 4.2 The Owner covenants with the District Council that in respect of each and every Phase no more than 65% of the Market Housing Units shall be Occupied until all of the Affordable Housing Units in such Phase have been constructed in accordance with the Planning Permission and made ready for residential occupation and written notice of such has been received by the Head of Housing Services
- 4.3 The Owner covenants with the District Council that in respect of each and every Phase no more than 65% of the Market Housing Units shall be Occupied until all of the Affordable Housing Units in such Phase have been transferred to the Registered Provider
- 4.4 The Owner covenants with the District Council that the transfer of the Affordable Housing Units to the Registered Provider approved by the Head of Housing Services shall be at a price reflecting the provision of serviced land at nil value and an assumption of nil public subsidy
- 4.5 The Owner covenants with the District Council to keep the Head of Housing Services informed of progress of any negotiations to dispose of the Affordable Housing Units
- 4.6 The Owner covenants with the District Council that the Affordable Housing Units shall in terms of floor space be built to the standards set out in the District Council's "Dwelling Space Standards Supplementary Planning Document" dated

July 2009 or any replacement policy current at the date of the Planning Permission AND the Affordable Housing Units shall also be built to a standard required to at least meet the Homes and Communities Agency's requirements current at the time of this Agreement and the standards for affordable housing set out in the District Council's Supplementary Planning Document current at the time of the grant of the Planning Permission

4.7 The Owner covenants with the District Council that the transfer of the Affordable Housing Units pursuant to clause 4.3 shall contain the following: -

4.7.1 the grant by the Owner to the Registered Provider of all rights of access and passage of services and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Land and the Affordable Housing Units thereon provided that such rights shall not materially interfere with the construction of the Development;

4.7.2 a reservation of all rights of access and passage of services and rights of entry and rights of support reasonably necessary for the purpose of the Development (including its construction);

4.7.3 such other terms as the Owner agrees with the Registered Provider .

4.8 The Owner covenants with the District Council that none of the Affordable Housing Units shall be Occupied until the Owner has entered into a Nomination Agreement with the District Council

4.9 Subject to clauses 4.10, 4.11, 4.12 and 4.13 the Owner covenants with the District Council that from the date of Practical Completion of the Affordable Housing Units they shall not be used or occupied for any purpose other than as Affordable Housing in accordance with the Affordable Housing Scheme and the Nomination Agreement

4.10 Subject to and without prejudice to the powers and requirements of the Homes and Communities Agency under the Housing Act 1996 and the Housing and

Regeneration Act 2008, the Chargee shall prior to seeking to dispose of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge shall give not less than 6 weeks prior notice to the District Council of its intention to dispose and;

4.10.1 in the event that the District Council responds within 6 weeks from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Units can be made in such a way as to safeguard them as Affordable Housing then the Chargee shall co-operate with such arrangements and use its reasonable endeavours to secure such transfer

4.10.2 if the District Council does not serve its response to the notice served under clause 4.10.1 within the 6 weeks from receipt of the notice then the Chargee shall be entitled to dispose free of the covenant set out in clause 4.9

4.10.3 if the District Council or any other person cannot within 6 weeks of the date of service of its response under clause 4.10.1 secure such transfer then provided that the Chargee shall have complied with its obligations under clause 4.10 the Chargee shall be entitled to dispose free of the covenant set out in clause 4.9.

PROVIDED THAT at all times the rights and obligations in this clause 4.10 shall not require the Chargee to act contrary to its duties under the charge or mortgage and that the District Council must give full consideration to protecting the interest of the Chargee in respect of moneys outstanding under the charge or mortgage

4.11 In the event of a default under any security referred to in clause 4.10 or in other circumstances warranting the intervention of the Homes and Communities Agency (whether or not under Chapter IV of Part 1 or of Part IV of Schedule 1 to the Housing Act 1996) nothing in this Agreement shall prevent the transfer of the Affordable Housing Units or any of them (as the case may be) to another

Registered Provider subject to the Affordable Housing Land and the Affordable Housing Units remaining bound by the provisions of this Agreement.

4.12 The covenant set out in clause 4.9 shall not be binding or enforceable against:

4.12.1 any Protected Occupier or any mortgagee or chargee of the Protected Occupier or any person deriving title from the Protected Occupier or any successors in title thereto and their respective mortgagees and chargees
SAVE THAT if any successor in title to the Protected Occupier is a Registered Provider or any other provider of affordable housing the provisions of clause 4.9 shall thereupon become once again enforceable against the said Registered Provider or other provider of affordable housing and their successors in title subject as provided herein; or

4.12.2 any Chargee and any successors in title thereto provided that the Chargee shall have first complied with the Chargee's Duty

4.13 In the event that it is not financially viable to implement the Affordable Housing Scheme the Registered Provider may apply to the District Council in writing for the Affordable Housing Scheme to be varied in relation to the tenure and the unit mix only. Permission for a variation of the Affordable Housing Scheme shall not be unreasonably withheld by the District Council PROVIDED ALWAYS that the Head of Housing Services is satisfied (following submission of such evidence as she may reasonably require) that the Affordable Housing Scheme is not financially viable AND that the revised scheme will help meet local housing need AND that such variation would not be inconsistent with the Planning Permission AND that the scheme reflects the provision of land at nil value and nil public subsidy

4.14 Without prejudice to the provisions of clauses 4.1 to 4.13 the Owner must notify the District Council immediately in the event of service of any notice order or direction served made or given under sections 40, 41 and Part IV of Schedule 1

to the Housing Act 1996 and the Owner and any Chargee shall comply with any statutory requirements as contained in Sections 144 to 148 and Section 154 of the Housing and Regeneration Act 2008 and must notify the District Council immediately in writing in the event of service of any notice under Sections 144 to 147 and 153 of the Housing and Regeneration Act 2008 or any notice order or direction served made or given under Part 2 of the Housing and Regeneration Act 2008

5. THE DISTRICT COUNCIL HEREBY AGREES:

- 5.1 to expend the Leisure Contribution together with such other sums as may be provided by the District Council or by any third party in accordance with the matters identified in the Leisure Contribution definition
- 5.2 to expend the Local Community Infrastructure Contribution together with such other sums as may be provided by the District Council or by any third party on towards services and facilities as identified in Section 8.3 of the Supplementary Planning Document in the Burgess Hill area
- 5.3 to transfer to East Sussex County Council (in its capacity as the local authority body responsible for the Ditchling Common Management Plan) the Ditchling Common Management Contribution towards implementing the Ditchling Common Management Plan
- 5.4 to expend the Healthcare Contribution on providing additional healthcare facilities within the Burgess Hill locality or to provide to the relevant health authority to expend such contribution within the Burgess Hill locality provided that if the Healthcare Contribution has not been expended in accordance with this clause 5.4 within ten years of receipt of all of the Healthcare Contribution, the District Council will if so demanded in writing within six months of the date of the end of such period, repay such part of the Healthcare Contribution as has

not at the date of such demand been so expended to the party that paid such contribution SAVE THAT if at the date referred to in this clause 5.4 the District Council shall have entered into a contract or other legally binding obligation to expend the Healthcare Contribution or parts thereof then the District Council shall not be required to refund any part of the Healthcare Contribution required for that purpose

- 5.5 to expend the Recycling Contribution on the provision of recycling bins for the Development
- 5.6 to transfer to East Sussex County Council (in its capacity as the highways authority for the County of East Sussex) the Ditchling Common Traffic Contribution for use towards traffic management measures (including the costs of feasibility studies and other design work) identified as part of the Ditchling Common Management Plan or if such measures fail to be identified as part of the Ditchling Common Management Plan it is hereby agreed by the parties that the Ditchling Common Traffic Contribution may be used towards improving the East Sussex highway network (including the costs of feasibility studies and other design work) serving Ditchling Common Country Park and the surrounding area
- 5.7 to transfer to East Sussex County Council (in its capacity as the highways authority for the County of East Sussex) the Ditchling Common Crossing Contribution for use towards the provision of a Pegasus crossing (including the costs of feasibility studies and other design work) identified as part of the Ditchling Common Management Plan or if such measure fails to be identified as part of the Ditchling Common Management Plan it is hereby agreed by the parties that the Ditchling Common Crossing Contribution may be used towards improving the East Sussex highway network (including the costs of feasibility studies and other design work) serving Ditchling Common Country Park and the surrounding area

5.8 to transfer to East Sussex County Council (in its capacity as the highways authority for the County of East Sussex) the B2112 Corridor Contribution for use towards highway improvement measures (including the costs of feasibility studies and other design work) identified as part of the Ditchling Common Management Plan along the B2112 Corridor (which for the avoidance of doubt can include the installation of traffic signals at the Janes Lane junction)

6. THE COUNTY COUNCIL HEREBY AGREES

6.1 to expend the Primary Education Contribution/Secondary and Sixth Form Education Contribution together with any interest accruing thereon only to provide additional places facilities or services in the Burgess Hill locality and the County Council further covenants to expend the sum of £500,000 (Five hundred thousand pounds) of the Primary Education Contribution on an All Weather Pitch or other form of recreational facility ("the Recreational Facility") at Birchwood Grove Community School in Burgess Hill ("the School") to allow the school to manage additional numbers on a constrained school site provided always that the County Council shall prior to any expenditure of the said sum of £500,000 (Five hundred thousand pounds) have first consulted in writing with the District Council and signed a legally binding community use agreement which will form a condition of the planning approval for the Recreational Facility at the School which agreement will ensure the Recreational Facility is available for use by the local community and the inhabitants of the District of Mid Sussex

PROVIDED THAT if the Primary Education Contribution has not been expended in accordance with this clause 6.1 within ten years of receipt of the last instalment of the Primary Education Contribution then the County Council shall forthwith repay the whole or such part of such sum not expended to the party that paid such sum together with interest thereon from the date of receipt of such sum by

- the County Council to the date of repayment of such sum at the base rate of the Bank of England applicable from time to time calculated on a day to day basis
- 6.2 to expend the Library Contribution together with any interest accruing thereon only for the provision of additional library facilities at a library serving the Burgess Hill area
- 6.3 to expend the Highways Improvements Contribution on the Projects
- 6.4 to expend the Pedestrian Cycleway and Equestrian Contribution together with any interest accruing thereon on the Projects
- 6.5 to expend the Community Transport Improvements Contribution together with any interest accruing thereon on the Projects

7. THE COUNTRY PARK

The Owner hereby jointly and severally covenants with the District Council so as to bind their interests in the Land as follows:-

- 7.1 Prior to the Occupation of the first Dwelling the Owner shall agree in writing with the District Council a programme of works in respect of the setting out of the Country Park as indicatively highlighted in green on Plan 2.
- 7.2 No more than one hundred and twenty (120) Dwellings are to be Occupied on the Development until the ^{Country Park TSC} ~~area~~ has been substantively provided in accordance ^{in accordance} with the details agreed by the District Council ^{in accordance with Clause 7.1 TSC} and made available for use notwithstanding that some planting and landscaping may follow in accordance with a programme of work to be agreed with the District Council. ^{AR}
- 7.3 Prior to completion of the works referred to at clause 7.2 to provide the Country Park the Owner shall submit to the District Council for approval a management plan detailing the arrangements for the long term management and maintenance of the Country Park ("the Country Park Management Plan")
- 7.3.1 The Country Park Management Plan shall include (without limitation)

the following:

- 7.3.1.1 Details of the Management Company to which the Country Park is to be transferred
- 7.3.1.2 Details of the maintenance schedules for the Country Park
- 7.3.1.3 Details of the aims and objectives of the Country Park Management Plan
- 7.3.2 Within twelve (12) months of receiving the written approval of the District Council to the Country Park Management Plan the Owner shall transfer the Country Park to the Management Company to be held upon trust for the benefit of the inhabitants of Mid Sussex as a public park
- 7.3.3 The transfer of the Country Park shall be on the following terms (without limitation):
 - 7.3.3.1 with full title guarantee and with vacant possession
 - 7.3.3.2 for nil consideration
 - 7.3.3.3 free of all financial charges and of any restrictive covenants or other third party rights which would prevent the use of the Country Park for the purpose for which it is transferred but subject to matters contained or referred to in this Agreement in so far as they relate to the Country Park and the matters contained in the title out of which the Country Park is transferred as revealed in official copy entries for title number WSX89034 dated 28th February 2013 copies of which are annexed to this Agreement at Appendix 4
 - 7.3.3.4 subject to the Standard Conditions of Sale (Fifth Edition) or the Standard Commercial Property Conditions (Second Edition) except insofar as they are inconsistent with the

provisions of this clause or any other express provision of this Agreement

7.3.3.5 contain a grant to the Management Company and the public of all necessary rights of access over and in connection with roads and pedestrian routes and drainage through foul and if appropriate surface water sewers and such other services as may be available on the Development to the boundary of the Country Park

7.3.3.6 may reserve rights of access and laying maintaining and passage of services and rights of entry and rights of support reasonably necessary for the purposes of the Development

7.3.3.7 such other terms as approved in writing or as may be required by the District Council

7.4 that the Country Park shall not be used otherwise than as a Country Park in perpetuity and shall be retained in a condition compatible with such use

7.5 to observe and perform the provisions of the Country Park Management Plan and to manage or procure the management of the Country Park by the Management Company in accordance with the Country Park Management Plan and to obtain the District Council's prior written agreement to any changes to the Country Park Management Plan

7.6 to manage and operate the Country Park as a public park and to permit the inhabitants of the District of Mid Sussex and the neighbourhood to have a right of free access to every part of the Country Park for air and exercise, save where ecological or weather issues means this is not possible

8 NEIGHBOURHOOD CENTRE

The Owner hereby jointly and severally covenants with the District Council so as to bind their interests in the Land as follows:

- 8.1. The Owner shall incorporate within the Land as part of the Development a site for the Neighbourhood Centre and shall not commence the construction of any Dwelling until the Owner shall have submitted to the District Council a Reserved Matters Application in relation to the Neighbourhood Centre which shall identify the precise location, composition and proposed land uses within the Neighbourhood Centre (including for the avoidance of doubt the Retail Facility and the Community Resource Centre and the Community Facilities Land and the Community Facilities Building (if applicable) and shall accord with the general principles established in the Master Plan
- 8.2 Following the approval of the Reserved Matters Application referred to in clause 8.1 the Owner shall market the Retail Facility in accordance with the Retail Facility Marketing Strategy and seek to agree terms for the construction and delivery of the Retail Facility
- 8.3. The Owner shall use all reasonable endeavours to secure disposal of the site identified in accordance with clause 8.1 as the Retail Facility for the purpose of a Retail Facility in accordance with the Retail Facility Marketing Strategy
- 8.4. Subject to the Owner having complied with the Retail Facility Marketing Strategy and having produced such evidence as the District Council may reasonably require in relation to the obligation in clause 8.3 and having marketed the Retail Facility for a minimum period of 15 months from the date on which the District Council approves the Retail Facility Marketing Strategy then in the event of the Owner failing to agree terms for its construction and delivery the Owner shall be released from its obligation in respect of the Retail Facility and nothing in this Agreement shall prevent an alternative use of the site of the Retail Facility subject to all necessary consents being obtained

- 8.5 No more than 300 Dwellings shall be Occupied until the Community Resource Centre has been completed and made available for use in accordance with the relevant Reserved Matters Approval

9. COMMUNITY BUILDING CONTRIBUTION AND COMMUNITY FACILITIES LAND

The Owner hereby jointly and severally covenants with the District Council so as to bind their interests in the Land as follows:

- 9.1 The Owner shall within 28 days of the Commencement of Development serve written notice on the District Council requiring the District Council to elect in writing within six months of the date of service of the said notice whether the Owner must either:
- 9.1.1 pay the Community Building Contribution to the District Council or
 - 9.1.2 pay the Community Building Contribution to the District Council and transfer the Community Facilities Land to the District Council
- 9.2 If the District Council does not notify the Owner of its election within six months of the date of service of the notice referred to in clause 9.1 it shall be deemed that the District Council has elected for the Owner to pay the Community Building Contribution to the District Council in accordance with clause 9.1.1 and the Community Building Contribution shall be paid in accordance with the provisions of clause 9.3 and for the avoidance of doubt it shall be deemed that the District Council does not require the transfer of the Community Facilities Land
- 9.3 If the District Council elects for the Owner to pay the Community Building Contribution in accordance with clause 9.1.1 then the Owner shall, prior to the Occupation of the 100th Dwelling, pay to the District Council the Community Building Contribution
- 9.4 If the District Council elects for the Owner to pay the Community Building Contribution to the District Council and requires the Community Facilities Land to

be transferred to the District Council in accordance with clause 9.1.2 (“the Election Notice”) then the provisions of clause 9.5 shall apply

9.5

9.5.1 The Owner shall, prior to the Occupation of the 100th Dwelling, pay to the District Council the Community Building Contribution ; and

9.5.2 The provisions of Schedule 2 shall apply in relation to the Community Facilities Land and the parties herein shall comply with their respective obligations under Schedule 2

9.5.3 No more than 150 Dwellings shall be Occupied until the Owner has transferred the Community Facilities Land to the District Council by way of the Community Land Transfer and in accordance with Schedule 2

9.6 Subject to:

9.6.1 the Owner having transferred the Community Facilities Land to the District Council in accordance with Schedule 2; and

9.6.2 the District Council having not constructed or commenced construction of or having entered into a legally binding contract for the construction of a Community Facilities Building before the expiry of the period of 7 years from the date of the transfer of the Community Facilities Land to the District Council then , subject to the Owner (which for the avoidance of doubt for the purpose of this provision means the person who transferred the Community Facilities Land to the District Council) giving notice in writing to the District Council referring to this clause within 6 months of the seventh anniversary of the date of the transfer to the District Council of the Community Facilities Land, the District Council shall transfer the Community Facilities Land to the person that transferred the Community Facilities Land to the District Council for a consideration of £1.00 on the terms of the Standard Conditions of Sale

4th Edition as amended to the extent herein contained in Schedule 2 and the Owner shall pay the District Council's reasonable costs in connection with the preparation, execution and completion of the transfer together with any disbursements connected therewith but not otherwise.

10. The Mortgagee hereby consents to the completion of this Agreement and acknowledges that from the date of the Agreement the Land shall be bound by the restrictions and obligations contained herein

11. No person or company shall be liable for any breach of this Agreement unless he she or it holds an interest in the part of the Land in respect of which such breach occurs or held such an interest at the date of the breach but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

12. The Owner warrants to the District Council and the County Council that as at the date hereof the Land is free from all mortgages charges and other encumbrances and that no person other than the Owner and the Mortgagee have any interest legal or equitable in the Land

13. No person or company shall be liable for any breach of this Agreement if their interest in the Land is restricted to being an individual owner and/or occupier of any of the individual Market Housing Units comprised in the Development

14. THIRD PARTIES

It is agreed that nothing in this Agreement shall be construed as expressly providing a right for any third party within the meaning of the Contract (Rights of Third Parties) Act 1999 and nothing in this Agreement is intended to confer on any third party (whether

referred to herein by name class description or otherwise) any benefit or any right to enforce any provision of this Agreement

15. IT IS DECLARED AND AGREED that:-

- (a) The parties to this Agreement shall not be bound to perform this Agreement or any of its provisions until the Commencement Date save that the First Owner shall be bound to pay the legal and monitoring costs as provided in clause (e) below and the First Owner (which for the avoidance of doubt shall include any successor in title thereto) shall comply with all obligations which are required under the terms of this Agreement to be observed and performed prior to the Commencement Date (including the obligations contained in clauses 3.12, 3.16 insofar as service of the Commencement Notice and 4.1) and to be responsible for any liability arising therefrom
- (b) This Agreement shall not constitute the grant of planning permission
- (c) This Agreement shall not impose any contractual obligation upon the District Council as to the grant of planning permission
- (d) This Agreement is a Local Land Charge and will be registered as such by the District Council
- (e) The First Owner shall pay the District Council's and the County Council's reasonable legal costs of the preparation and completion of this Agreement and in monitoring this Agreement to a maximum sum of £50,000
- (f) This Agreement is enforceable by the District Council and the County Council as the case may be
- (g) This Agreement constitutes a Deed
- (h) The Owner agrees with the District Council and the County Council to pay interest on the sums due to the District Council and the County Council under this Agreement but not paid on the Specified Date(s) until actual payment at 4%

above the base rate of the Bank of England applicable from time to time calculated from day to day

- (i) The Agreement is entered into on the basis that the obligations contained within it are:
 - (i) necessary to make the Development acceptable in planning terms;
 - (ii) directly related to the Development; and
 - (iii) fairly and reasonably related in scale and kind to the Development
- (j) Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity of the remaining provisions of this Agreement
- (k) If a provision of this Agreement (or part of any provision) is found to be illegal, invalid or unenforceable, the provision or part-provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- (l) This Agreement is governed by and interpreted in accordance with the law of England and Wales
- (m) The Owner agrees with the District Council to give the District Council and County Council immediate written notice of any change in ownership of any of its interests in the Land occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Land or unit of occupation purchased by reference to a plan

16. INDEPENDENT EXPERT

- 16.1 In the event of any dispute or difference arising between the parties hereto touching or concerning any matter or thing arising out of this Agreement (other than a dispute or difference touching or concerning the meaning or construction

of this Agreement) such dispute or difference may be referred to an Expert being an independent and fit person holding appropriate professional qualifications to be appointed (in the absence of agreement) by the President (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications

16.2 In the absence of agreement between the parties to the dispute or difference as to the professional qualifications of the Expert to be appointed pursuant to Clause 16.1 or as to the appropriate professional body within fourteen days after any party has given to the other parties to the dispute or difference a written request to concur in the professional qualifications of the Expert to be appointed pursuant to Clause 16.1 then the question of the appropriate qualifications or professional body shall be referred to a solicitor to be appointed by the President for the time being of the Law Society of England and Wales on the application of any party to the dispute or difference and such solicitor shall act as an expert and his decision as to the professional qualifications of such person or as to the appropriate professional body shall be final and binding on the parties to the dispute or difference and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares

16.3 The Expert shall act as an expert and not as an arbitrator and his reasonable costs shall be at his discretion and the Expert shall be appointed subject to an express requirement that he reaches his decision and communicates it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than forty six working days from the date of his appointment to act

16.4 The Expert shall be required to give notice to each of the said parties inviting each of them to submit to him within ten working days of his appointment

written submissions and supporting material and shall afford to each of the said parties an opportunity to make counter submissions within a further fifteen working days in respect of any such submission and material and the Expert's decision shall be given in writing within twenty-one working days from receipt of any counter submissions or in the event that there are no counter submissions within twenty-one working days of receipt of the written submissions and supporting material with reasons and in the absence of manifest error the Expert's decision shall be final and binding on the said parties

- 16.5 The provisions of this clause 16 shall not affect the ability of the District Council and/or the County Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Agreement and consequential and interim orders and relief.

17. NOTICE

- 17.1 Any notices required to be served on the District Council or County Council under this Agreement shall be in writing and addressed to the Head of Economic Promotion and Planning of the District Council at the address of the District Council given herein and the Strategic Planning Monitoring and Records Team of the County Council at the address of the County Council given herein
- 17.2 The Commencement Notice and Payment Date Notices may be given by one of the following means and shall be deemed to be served as described unless the actual time of receipt is proved:
- 17.2.1 by first class post deemed served two working days after posting
- 17.2.2 by second class post deemed served three working days after posting

17.2.3 through a document exchange deemed served on the first working day
after the day on which it would normally be available for collection by
the addressee

17.2.4 by facsimile at the time of successful transmission

IN WITNESS whereof the parties hereto have duly executed this document as a Deed this day
and year first before written

SCHEDULE 1

List of Identified Projects

Highway Improvements

- i Leylands Road, Valebridge Road
- ii Cants Lane / Junction Road signalled controlled junction
- iii Cants Lane / Junction Road / Vineries / Manor Road Parking Improvements
- iv Kings Way / Folders Lane signalisation
- v Manor Road / Janes Lane junction improvement
- vi B2113 Corridor Improvements, Station Road
- vii Additional B2113 Corridor Improvements (Keymer Parade)
- viii Queen Elizabeth Avenue Improvements

Pedestrian / Cycle / Equestrian Improvements

- i St. Wilfred's Bridge
- ii Pegasus crossing of Kings Way
- iii Keymer Road / Folders Lane (Toucan/Pegasus crossings)
- iv Folders Lane Northern Footway
- v Central (east / west) cycleway – site to Hoadley's Corner
- vi Northern (east / west) cycleway – site towards leisure / sports / employment
- vii Leylands Road Toucan Crossing
- viii Eastern (north / south) cycleway – Keymer Road to London Road cycleway
- ix Public Rights of Way Improvements
- xi Safe Routes to school measures, Birchwood Grove / Newark House

Community Transport Improvements

- i Additional two vehicles added to 34/35 bus service. Operating subsidy
- ii Capital contribution towards new buses (for additional services)
- iv Bus stop improvements across Burgess Hill
- v Real Time information (display)
- vi Real Time information system for Local Bus Services
- vii East / west bus priorities
- viii Rail corridor capacity study, Keymer Junction
- ix Wivelsfield Station car park
- x Teleworking centre – East Burgess Hill
- xi Burgess Hill car club
- xii Burgess Hill Parking Strategy

SCHEDULE 2

Community Facilities Land

1. Transfer of the Community Facilities Land

1.1 Following receipt of the Election Notice and prior to the transfer of the Community Facilities Land to the District Council, the Owner shall procure that the Community Facilities Land is:

1.1.1 in reasonable condition with regard to the District Council's proposed use of it for community purposes

1.1.2 free of any abnormal topographical features which would prevent the development and beneficial use of the Community Facilities Land or which would unreasonably increase the cost of constructing a Community Facilities Building

1.1.3 topsoil has been placed on the land and it has been seeded and it is a cleared grassed site with all significant tree roots grubbed-out (save where any existing landscape features have been specially requested by the District Council or are required by the local planning authority under the terms of the Planning Permission to be retained)

1.1.4 treated (if necessary) in accordance with any measures resulting from a contamination survey conducted by a reputable environmental consultancy and which shall have been carried out at the Owner's expense prior to completion of the Community Land Transfer

1.1.5 free of all financial charges

1.1.6 serviced by a road to an adoptable standard to an appropriate boundary together with ducts for the conduct of gas water electricity foul and surface water which lead to mains services (except where it is not practicable to provide such ducts to the boundary they shall be laid to the nearest practicable point) and the Owner shall ensure that such road and ducts are in good condition and shall be provided at the Owner's own expense

- 1.2 The Owner shall give the District Council not less than twenty one (21) working days prior notice that the Community Facilities Land is ready to be transferred to afford the District Council the opportunity to inspect the Community Facilities Land
- 1.3 If following an inspection of the Community Facilities Land the District Council considers the requirements of paragraph 1.1 have been complied with the District Council shall serve written notice upon the Owner requiring it to transfer the Community Facilities Land to the District Council ("the Transfer Notice")
- 1.4 If following an inspection of the Community Facilities Land the District Council considers the requirements of paragraph 1.1 have not been complied with the Owner will rectify any defects as notified by the District Council to the Owner and the District Council shall not be under an obligation to accept a transfer of the Community Facilities Land until the requirements of paragraph 1.1 have been complied with to the District Council's reasonable satisfaction and the District Council has served the Transfer Notice
- 1.5 Subject to paragraph 1.4 the Owner shall transfer the freehold (by way of the Community Land Transfer) to the District Council at nil consideration and such transfer shall complete on the first Thursday following the expiration of twenty-one (21) working days after the date of the Transfer Notice and before the Occupation of the 150th Dwelling.
- 1.6 The Community Land Transfer is to be prepared by the Owner's Solicitors and the engrossment executed by the Owner shall be delivered to the offices of the District Council's Solicitors not less than five (5) working days before the Community Land Transfer is due to complete.
- 1.7 The Community Land Transfer shall be completed at the offices of District Council's Solicitors or at any other place they reasonably require.
- 1.8 If following completion of the Community Land Transfer and the District Council's application to the Land Registry for registration of the Community Facilities Land any requisitions are raised by the Land Registry the Owner shall give to the District Council free of charge all necessary assistance to enable the District Council to deal with such requisitions and secure registration of the District Council's title to the Community Facilities Land.

2. Property Provisions

- 2.1 The Community Facilities Land shall be transferred with vacant possession upon completion.
- 2.2 The Community Facilities Land shall be transferred with full title guarantee
- 2.3 Matters affecting the Title:
- 2.4 Title shall be deduced by the production of Official Copies of the items referred to in rules 134(1)(a) and (b) of the Land Registration Rules and copies of any documents to which the Community Facilities Land is to be subject.
- 2.5 The Community Facilities Land shall only be subject to the matters contained or referred to in this Agreement in so far as they relate to the Community Facilities Land and the matters (other than financial charges) contained mentioned or referred to in the title(s) out of which the Community Facilities Building shall be transferred as revealed in the Official Copies of Title Number WSX89034 dated 28th February 2013 copies of which (including filed plan) are annexed to this Agreement at Appendix 4

3. Standard Conditions

- 3.1 For the purposes of this agreement the Standard Conditions of Sale 4th edition be incorporated herein and are amended as follows:
- 3.2 Conditions 1.3.2, 3.1.1, 3.1.2, 6.3.1, 6.6.2 and 8.1.1 are deleted;
- 3.3 in Condition 7.1.2(b) the word “reasonably” is added after the word “as”;
- 3.4 in Condition 7.1.2(c) the word “reasonable” is added after the word “any”.
- 3.5 Notwithstanding that the transfer of the Community Facilities Land is a transaction exempt from Stamp Duty Land Tax by virtue of being made pursuant to the obligations contained in this Agreement the Owner hereby indemnifies and agrees to pay on an indemnity basis any Stamp Duty Land Tax levied by Her Majesty’s Revenue and Customs such payment to be made within 14 days of receipt by the District Council of a demand from Her Majesty’s Revenue and Customs which for the avoidance of doubt includes any fines or penalties related thereto.

APPENDIX 1

Affordable Housing Scheme

- 24 x 1 bed flats / maisonettes (all Affordable Rented Units and/or Social Rented Units)
- 24 x 2 bed flats/maisonettes (12 Affordable Rented Units and/or Social Rented Units , 12 Shared Ownership Units)
- 30 x 2 bed houses (18 Affordable Rented Units and/or Social Rented Units, 12 Shared Ownership Units)
- 54 x 3 bed houses (42 Affordable Rented Units and/or Social Rented Units , 12 Shared Ownership Units)
- 12 x 4 bed houses (all Affordable Rented Units and/or Social Rented Units)

The above shall include 3 x Wheelchair Units comprising 2 x 1 bed flats and 1 x 3 bed house for rent

APPENDIX 2

Nomination Agreement

Dated

[]

[]

- and -

**MID SUSSEX DISTRICT
COUNCIL**

NOMINATION AGREEMENT

relating to land East of Kings
Way, Burgess Hill,
West Sussex

Tom Clark
Solicitor to the Council
Mid Sussex District Council,
"Oaklands", Oaklands Road,
Haywards Heath,
West Sussex.
RH16 1SS

H/45/

THIS NOMINATION AGREEMENT is made the day of []

BETWEEN

1. [] (Industrial & Provident No.) of []
(hereinafter called "**the Registered Provider**") of the one part; and
2. **MID SUSSEX DISTRICT COUNCIL** of "Oaklands" Oaklands Road
Haywards Heath West Sussex (hereinafter called "**the District Council**") of the other part

WHEREAS

- (1) Words and expressions used in this Agreement are defined in clause 1
- (2) The Registered Provider has acquired the Land and pursuant to the provisions of the Section 106 Agreement the Registered Provider has agreed to grant to the District Council the nomination rights hereinafter contained in respect of the Affordable Housing Units

NOW THIS AGREEMENT WITNESSETH as follows: -

1. (a) In this Agreement the following expressions shall unless the context otherwise requires have the following meanings:

"Affordable Housing" means housing to include social rented, affordable rented and intermediate housing (including shared ownership), provided to eligible households whose needs are not met by the market. Affordable housing should:

- Meet the needs of eligible households who the District Council could reasonably expect to occupy the Affordable Housing Units having regard to its Allocation Scheme including availability at a cost low

enough for them to afford (or at rent levels previously approved by the Head of Housing Services in writing), if appropriate with the support of benefits, 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 subject to any such recycling of the subsidy being in accordance with the requirements of the Homes and Communities Agency

“Affordable Housing Units” means the [144] units of residential accommodation which [are to be constructed] [have been constructed] on the Land pursuant to the planning permission granted under reference [12/01532/OUT] (the **“Planning Permission”**) and which are to be occupied as Affordable Housing by a Nominee or Other Eligible Person in accordance with this Agreement and **“Affordable Housing Unit”** is any part of the Affordable Housing Units capable of separate occupation

“Affordable Rent” means rented housing let 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 per cent of the local market rent (including service charges where applicable and where local market rents are calculated using the Royal Institution of Chartered Surveyors approved valuation methods)

“Allocation Scheme” means the scheme adopted by the District Council from time to time for determining priorities and the procedure to be followed in allocating housing accommodation in accordance with Part VI of the Housing Act 1996 as amended

“Chargee” means any mortgagee or chargee of the Registered Provider or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925

“Choice Based Letting Scheme” means a process through which the District Council may allocate the Affordable Housing Units in accordance with its adopted Allocation Scheme and which incorporates an advertising scheme under the Communities and Local Government Code of Guidance for Local Housing Authorities Allocation of accommodation: Choice Based Lettings, or as set out in any subsequent guidance or legislation in relation to the allocation of accommodation which the District Council chooses to adopt

“HomeBuy Agents” means the body nominated by the Regulator and/or the Homes and Communities Agency (as the case may be) who assume administrative responsibility for all low cost home ownership products in a given area or any successor organisation or body appointed thereto

“Homes and Communities Agency” means the body known as the Homes and Communities Agency or any successor organisation or body

"Land" [means] and shown for the purposes of identification only edged [] on the Plan

"Lease" means a shared ownership lease drawn in accordance with the guidelines and requirements of the Homes and Communities Agency and substantially in the form of the appropriate model lease published by the Homes and Communities Agency (as may be amended from time to time)

"Nominee" means a person who is selected by the District Council and whose name is taken from the Mid Sussex Housing Register originally established under section 162 of the Housing Act 1996 or such other procedure as may be implemented by the District Council including any Choice Based Letting Scheme and Homebuy Register

"Other Eligible Person" means a person selected by the Registered Provider in accordance with this Agreement and who is in need of Affordable Housing

"Plan" means the plan annexed hereto

"Protected Occupier" means

a Nominee or Other Eligible Person who:

- 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 contractual right) in respect of a particular Affordable Housing Unit; or

b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit; or

c) has been granted a Lease by the Registered Provider (or similar arrangement where a share of the Affordable Housing Unit is owned by the Nominee or Other Eligible Person and a share is owned by the Registered Provider) in respect of a particular Affordable Housing Unit and the Nominee or the Other Eligible Person (or his or her assignee) has subsequently purchased from the Registered Provider (or other provider of Affordable Housing) all the remaining shares so that the Nominee or Other Eligible Person owns the entire Affordable Housing Unit

“Rented Units” means [108] of the Affordable Housing Units which are referred to and identified in clause 2(a) and are to be provided by the Registered Provider and occupied by a Nominee or Other Eligible Person in accordance with the provisions of this Agreement and pursuant to a Tenancy and which are let at a Social Rent and/or Affordable Rent and “Rented Unit” is any of the Rented Units

“Section 106 Agreement” means the agreement made pursuant to section 106 of the Town and County Planning Act 1990 (as amended) dated [] and

made between (1) the District Council (in its capacity as local planning authority) and (2) West Sussex County Council (3) Sunley Property LLP (4) Spartacus Equitation Limited (5) Nicholas Geoffrey Edward Hawkings-Byass and Paul Bernard Matthews (6) Neil Andrew Fletcher and Karen Fletcher and (7) Barclays Bank Plc relating to the development of the Land pursuant to the Planning Permission

“Shared Ownership Units” means [36] of the Affordable Housing Units which are referred to and identified in clause 2(a) and which are to be provided by the Registered Provider and occupied by a Nominee or Other Eligible Person in accordance with the provisions of this Agreement and pursuant to a Lease and where the occupier purchases an initial share of the equity and “Shared Ownership Unit” is any of the Shared Ownership Units

“Social Rent” means rented housing for which guideline target rents are determined through the national rent regime. 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.

“Tenancy” means an assured tenancy or assured shorthold tenancy of an Affordable Housing Unit in the Registered Provider’s standard form and drawn in accordance with the guidelines and requirements of the Homes and Communities Agency or such other form of tenancy as may be authorised by

the Homes and Communities Agency from time to time for use by Registered Providers

“Working Day” means any day from Monday to Friday (inclusive) but not including Christmas Day, Good Friday or any statutory bank holiday

(b) For the purposes of this Agreement words importing the singular meaning where the context so admits include the plural meaning and vice versa.

(c) For the purposes of this Agreement a reference to legislation (including subordinate legislation) is to that legislation as extended, amended, modified, consolidated or re-enacted from time to time and includes any instrument, order, regulation, permission, consent, licence, notice, direction, bye-law, statutory guidance or code practice made or granted under such legislation whether made before or after the date of this Agreement.

2. In consideration of the District Council discharging its responsibility for identifying allocating and bringing forward sufficient housing land to meet the strategic housing requirements as they relate to its District and for facilitating the provision of Affordable Housing the Registered Provider hereby agrees for the benefit of the District Council as follows: -

(a) From the date hereof [insert no.] of the Affordable Housing Units comprising [insert type(s) of unit] as identified in [] on the Plan will be used and occupied as Rented Units and [insert no] of the Affordable Housing Units comprising [insert type(s) of unit] as

identified in [] on the Plan will be used and occupied as Shared Ownership Units

- (b) From the date hereof the Registered Provider grants the District Council the rights to nominate 100% of the occupiers of the Affordable Housing Units upon the terms contained in clauses 2(c) to 2(n) (inclusive) which right shall include in the case of the grant of a Tenancy the right to nominate on the first letting of each and every Rented Unit and any subsequent re-letting and upon reletting the same provisions hereinafter contained shall apply thereto including this provision and in the case of the grant of a Lease the right to nominate on the initial grant of each and every Shared Ownership Unit and any assignments and upon any assignment the same provisions hereinafter contained shall apply thereto including this provision
- (c) Within 10 Working Days of:
 - (i) either the date hereof or the date on which any Affordable Housing Unit will be ready for occupation (first occupation in the event of a Shared Ownership Unit) whichever is the later but in any event within a reasonable period of time; or
 - (ii) in the case of the assignment of a Shared Ownership Unit (as contemplated by clause 2(b)), the date of the Registered Provider receiving notice that a leaseholder intends to assign a Lease

the Registered Provider must give written notice to the District Council (the "**Nomination Request**") requesting the District Council to nominate a Nominee for the Affordable Housing Units (or part thereof). A Nomination Request shall be deemed to have

been served if an Affordable Housing Unit is advertised as available to let through the Choice Based Letting Scheme

- (d) Within 10 Working Days of the date of service of the Nomination Request [(or within 5 Working Days of the relevant bidding cycle closing if the Choice Based Letting Scheme is applicable)] the District Council or its agents shall be entitled to give a notice to the Registered Provider (A "**Nomination Notice**") nominating a Nominee to the relevant Affordable Housing Unit
- (e) Upon the receipt of the Nomination Notice the Registered Provider will offer the Nominee identified in the Nomination Notice a Tenancy or Lease (as appropriate) of the relevant Affordable Housing Unit or an assignment of an existing Lease (as the case may be)
- (f) If in relation to any Affordable Housing Unit the District Council fails to serve a Nomination Notice within 10 Working Days of the receipt of the Nomination Request (or within 5 Working Days of the relevant bidding cycle closing if the Choice Based Letting Scheme is applicable) the Registered Provider may make its own allocation in respect of the relevant Affordable Housing Unit to an Other Eligible Person
- (g) In the case of the grant of a Tenancy of a Rented Unit if a Nominee to whom the Registered Provider makes an offer of a Tenancy pursuant to Clause 2(e) does not accept the offer within 5 Working Days of the offer being made or fails to enter into a Tenancy of the relevant Rented Unit within a reasonable time of the offer being accepted, the Registered Provider must give the District Council a further Nomination Request and the District Council or its agents will then be entitled to serve a further Nomination Notice within 10 Working Days [(or within 5 Working

Days if the Choice Based Letting Scheme is applicable)] of the date of service of such further Nomination Request and if the District Council or its agents serve such further Nomination Notice the procedure set out in clause 2(e) shall be repeated

- (h) In the case of the grant of a Tenancy of a Rented Unit if the District Council or its agents fail to serve a further Nomination Notice when entitled to do so under Clause 2(g) or if the Nominee identified in the further Nomination Notice does not accept the offer that the Registered Provider makes to him pursuant to Clause 2(e) within 5 Working Days of the offer being made or fails to enter into a Tenancy of the relevant Rented Unit within a reasonable time of the offer being accepted the Registered Provider may make its own allocation in respect of the relevant Rented Unit to an Other Eligible Person
- (i) In the case of an initial grant of a Lease of a Shared Ownership Unit if a Nominee to whom the Registered Provider makes an offer of a Lease pursuant to Clause 2(e) does not accept the offer within 10 Working Days of the offer being made or fails to enter into a contract for the grant of a Lease within a reasonable time (but not less than eight weeks from the date the offer is accepted) the Registered Provider must give the District Council a further Nomination Request and the District Council will then be entitled to serve a further Nomination Notice within 10 Working Days of the date of service of such further Nomination Request and if the District Council serves such further Nomination Notice the procedure set out in clause 2(e) shall be repeated
- (j) In the case of a Lease of a Shared Ownership Unit if the District Council fails to serve a further Nomination Notice when entitled to do so under clause 2(i) or if the Nominee identified in the further

Nomination Notice does not accept the offer that the Registered Provider makes pursuant to clause 2(e) within 10 Working Days of the offer being made or fails to enter into a contract for the grant of a Lease within a reasonable time (but not less than eight weeks from the date the offer is accepted) the Registered Provider may make its own allocation in respect of the relevant Shared Ownership Unit to an Other Eligible Person

- (k) In the case of any assignment of a Lease of a Shared Ownership Unit if a Nominee to whom the Registered Provider makes an offer of a Lease pursuant to Clause 2(e) does not accept the offer within 6 weeks of the offer being made or fails to enter into a contract for the assignment of a Lease within [either:
 - (i) 4 weeks from the date of acceptance in the case of a flat; or
 - (ii) 12 weeks from the receipt of a draft contract in the case of a house]

the Registered Provider must notify the District Council in writing confirming the position. Thereafter if the Registered Provider becomes entitled to nominate in respect of the relevant Shared Ownership Unit to an Other Eligible Person the procedure set out in Clause 2(c) to Clause 2(e) and this Clause 2(k) shall be repeated.

- (l) The District Council may at its discretion make any nomination it considers suitable but notwithstanding the provisions of clauses 2(e) to (k) the Registered Provider may refuse such nomination (such refusal not to be unreasonable) if the Registered Provider considers that the Nominee does not accord with the Registered Provider's lettings policy prescribed from time to time (which must comply with the Allocation Scheme). If the Registered Provider

refuses a nomination pursuant to this clause then the Registered Provider shall give written notice to the District Council immediately upon receipt of the relevant Nomination Notice stating the reason(s) why the Nominee does not accord with the Registered Provider's lettings policy, and the procedures set out in clauses 2 (g) and (h) or clauses (i) and (j) (as appropriate) shall apply as if the District Council's Nominee had not accepted an offer of a Tenancy or Lease and in the case of a subsequent assignment of a Lease the Registered Provider shall serve a further Nomination Request and the procedures set out in clauses 2(d), 2(e), 2(f) and 2(k) shall apply

- (m) In the case of Rented Units the Registered Provider will comply fully at all times with the Choice Based Letting Scheme where applicable and in relation to the Shared Ownership Units the Registered Provider will comply fully with the requirements of the HomeBuy Agents or their successors where applicable.
- (n) On an assignment(s) of an existing Lease of a Shared Ownership Unit, the Registered Provider will comply with the District Council's requirements in relation to the marketing of the relevant Shared Ownership Unit and for the avoidance of any doubt, the provisions of this Agreement (including the nomination procedures contained in clause 2) shall apply on each and every assignment

3. The District Council may consent to a release of its nomination rights under clause 2 in relation to a specific Tenancy of a Rented Unit (but such release will not affect future nomination rights) in the following circumstances: -

- (a) a temporary decant of a Rented Unit after which the tenant occupier will be returning to their homes
 - (b) a mutual exchange
 - (c) a transfer of a Tenancy to a qualified successor being a person entitled to succeed to the Tenancy by reason of statute or the specific terms of the Tenancy Agreement
- 4. In relation to Rented Units the Registered Provider shall:
 - (a) be responsible for the management and maintenance of the Rented Unit and for providing all services to residents living in the same
 - (b) be entitled to levy a monthly rent under the Tenancy to cover the costs of insurance management and general repairs and the costs of any services
 - (c) observe and perform the Landlord's obligations under the terms of the Tenancy
 - (d) be entitled to take action to obtain possession of any Rented Unit from a Nominee in the event of the tenant breaking a condition of the Tenancy with the Registered Provider
- 5. In relation to Shared Ownership Units the Registered Provider shall be entitled to take action to obtain possession of any Affordable Housing Unit in the event of a leaseholder breaking a condition of a Lease with the Registered Provider.
- 6. This Agreement shall not imply that the District Council has any further or future liability for the Affordable Housing Units in respect of repairs of the Affordable Housing Units or general upkeep of the same

7. The District Council will retain the nomination rights contained in this Agreement in respect of the Affordable Housing Units in perpetuity and notwithstanding any sale or transfer to another provider of Affordable Housing the nomination rights shall be retained by the District Council EXCEPT THAT: -

- (a) in the event of any Chargee lawfully exercising a power of sale granted to it under any mortgage or charge created by the Registered Provider in respect of the Affordable Housing Units (or part thereof) or any Affordable Housing Unit (as the case may be) the terms of this Agreement shall cease to have effect in relation to the said Affordable Housing Units (or part thereof) or any Affordable Housing Unit (as the case may be) and the terms of this Agreement shall not be binding or enforceable against any such Chargee PROVIDED ALWAYS the Chargee has first complied with its obligations contained in clause [4.10] of the Section 106 Agreement EXCEPT THAT the District Council will retain the nomination rights as set out in this Agreement in the event of a sale or transfer of the Affordable Housing Units (or part thereof) or any Affordable Housing Unit (as the case may be) to another provider of Affordable Housing; and
- (b) the terms of this Agreement shall cease to have effect in respect of any Affordable Housing Unit which is occupied by a Protected Occupier and the terms of this Agreement shall not be binding or enforceable against 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 chargees SAVE THAT if any successor in title to the Protected Occupier is a provider of Affordable Housing this provision shall not apply and the terms of this Agreement shall still be binding and enforceable against such successors in title

8. The Registered Provider shall not transfer the Affordable Housing Units or part thereof (as the case may be) nor shall such transfer be registered unless the Registered Provider shall prior to such registration procure that the transferee shall enter into a Nomination Agreement with the District Council which shall be substantially in the form of this Agreement
- [9. The Registered Provider shall apply to the Registrar at the Land Registry for entry of a restriction in the proprietorship register of the title to the Land on the following terms: "No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed by Mid Sussex District Council of "Oaklands" Oaklands Road Haywards Heath West Sussex by an authorised officer or its conveyancer that the provisions of clauses [2, 7 and 8] of a Nomination Agreement dated [] have been complied with or that they do not apply to the disposition" and shall supply the District Council with a copy of the title information document issued by the Land Registry immediately following receipt of notice of completion of

registration and the District Council shall be entitled to recoup all costs incurred in connection with the grant of any certificates required pursuant to this clause]

10.1 Any notice or other communication required or permitted to be given under this Agreement shall be given in writing and addressed to the Head of Housing Services at the address of the District Council given herein

10.2 Any notice or other communication may be given by one of the following means and shall be deemed to be served as described unless the actual time of receipt is proved:

10.2.1 by first class post deemed served two Working Days after posting

10.2.2 by second class post deemed served three Working Days after posting

10.2.3 through a document exchange deemed served on the first Working Day after the day on which it would normally be available for collection by the addressee

10.2.4 by facsimile at the time of successful transmission

IN WITNESS whereof the parties hereto have duly executed this document as a Deed this day and year first before written

**THE COMMON SEAL of the MID
SUSSEX DISTRICT COUNCIL** was
hereunto affixed in the presence of:-

Authorised Officer

[Insert attestation for affordable housing provider]

APPENDIX 3

West Sussex Fire Brigade Guidance Notes

WEST SUSSEX FIRE & RESCUE 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

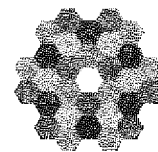
Hydrants are to be fitted to water mains of not less than 100 mm in diameter in residential areas and not less than 150mm diameter in industrial and commercial areas.

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 4

Official Copies dated 28th February 2013



Official copy of register of title

Title number WSX89034

Edition date 21.01.2013

- This official copy shows the entries on the register of title on 28 FEB 2013 at 16:25:58.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 28 Feb 2013.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 1-A *guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry, Durham Office.

A: Property Register

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

WEST SUSSEX : MID SUSSEX

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Sawyers Land Farm, Ditchling Common.
- 2 An Agreement dated 4 April 1939 made between (1) Hilda Olivia Caton and (2) Michael Albert Wetz relates to a water supply.
-Copy filed.
- 3 A Conveyance of the land in this title dated 15 October 1984 made between (1) Doris Mary Powell (Vendor) and (2) Spartacus Equitation Limited contains the following provision:-

"IT IS hereby agreed and declared that all or any rights or privileges now used and enjoyed by the property hereby conveyed over the adjoining or neighbouring property of the Vendor and by such adjoining or neighbouring property over the property hereby conveyed and which had the property hereby conveyed and the retained property belonging to different owners would have been easements and quasi-easements or rights and privileges in the nature of easements shall continue to be used and enjoyed by the owners or occupiers for the time being of the properties affected thereby such owners or occupiers contributing from time to time a fair and proper proportion of the cost of cleansing repairing and maintaining all things used in common"
- 4 (15.05.2002) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

B: Proprietorship Register

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

Title absolute

B: Proprietorship Register continued

- 1 (03.01.1985) PROPRIETOR: SPARTACUS EQUITATION LIMITED care of Whetham & Green, 54 Crescent Road, Burgess Hill, West Sussex RH15 8EQ.

C: Charges Register

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

- 1 An Agreement date 27 April 1939 made between (1) Hilda Olivia Caton and (2) Burgess Hill Water Company relates to a water supply.

-Copy filed.

- 2 (11.01.2007) The land is subject to the rights granted by a Deed of Grant dated 8 December 2006 made between (1) Spartacus Equitation Limited and (2) Nicholas Geoffrey Edward Hawkings-Byass.

NOTE: Copy filed under SX103368.

- 3 (17.03.2011) UNILATERAL NOTICE affecting the land edged blue on the title plan in respect of an option contained in an Agreement dated 14 December 2010 made between (1) Spartacus Equitation Limited and (2) Sunley Properties LLP.

- 4 (17.03.2011) BENEFICIARY: Sunley Properties LLP (LLP Regn. No. OC350451) of 20 Berkeley Square, London W1J 6LH.

- 5 (23.05.2012) A Wayleave Agreement affecting the land tinted pink on the title plan dated 2 April 1954 made between (1) South Eastern Electricity Board and (2) John James Jenner relates to the placing, maintaining and use of electric lines.

NOTE: No copy of the Agreement referred to is held by Land Registry.

- 6 (23.05.2012) A Wayleave Agreement affecting the land tinted pink on the title plan dated 3 October 1960 made between (1) South Eastern Electricity Board and (2) John James Jenner relates to the placing, maintaining and use of electric lines.

NOTE: No copy of the Agreement referred to is held by Land Registry.

- 7 (25.05.2012) UNILATERAL NOTICE affecting the land tinted pink on the title plan in respect of an option contained in an Agreement dated 14 December 2010 made between (1) Spartacus Equitation Limited and (2) Sunley Property LLP.

- 8 (25.05.2012) BENEFICIARY: Sunley Property LLP (LLP Regn. No. OC350451) of 20 Berkeley Square, London W1J 6LH.

End of register

These are the notes referred to on the following official copy

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

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

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

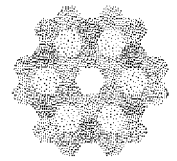
If any mapping work in respect of any pending application(s) has been completed, additional references, which are not referred to in the register of title, may appear on the title plan or be referred to in the certificate of inspection in form C1. References may also have been amended by, or not be shown on the title plan, where these are being removed as a result of a pending application(s).

This official copy is issued on 28 February 2013 shows the state of this title plan on 28 February 2013 at 16:25:58. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - *Title Plans and Boundaries*.

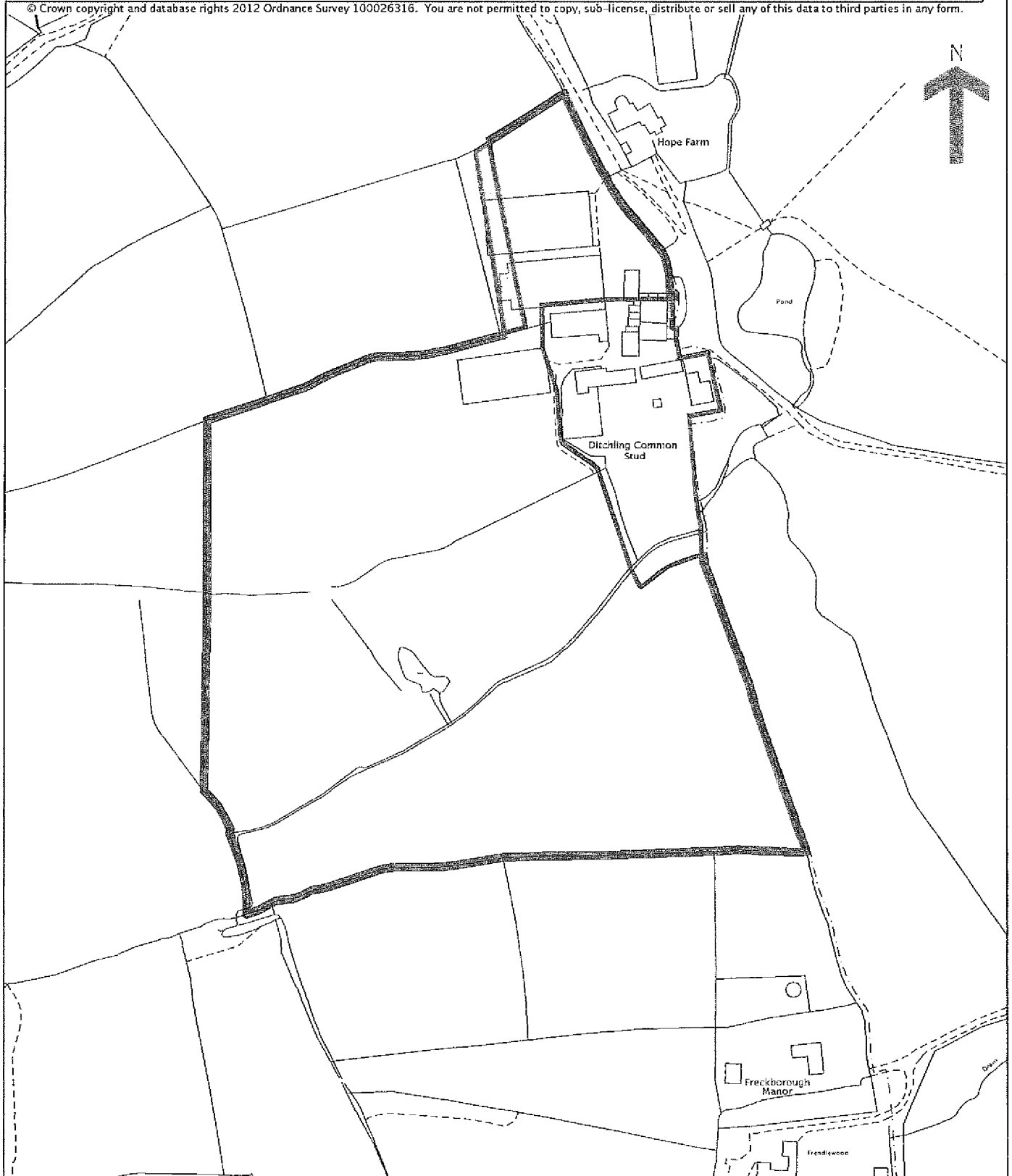
This title is dealt with by the Land Registry, Durham Office .

Land Registry
Official copy of
title plan

Title number **WSX89034**
Ordnance Survey map reference **TQ3318NW**
Scale **1:2500**
Administrative area **West Sussex : Mid Sussex**



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APPENDIX 5

Community Land Transfer

Land Registry

Transfer of part of registered title(s)

TP1

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

Leave blank if not yet registered.

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

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

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

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Give full name(s).

Complete as appropriate where the transferor is a company.

Give full name(s).

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

1	Title number(s) out of which the property is transferred: WSX89034
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: All that parcel of land at Land East of Kings Way, Burgess Hill, West Sussex being part of the land comprised in the title referred to above The property is identified <input checked="" type="checkbox"/> on the attached plan and shown: edged red <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4	Date:
5	Transferor: <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 04317983 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
6	Transferee for entry in the register: MID SUSSEX DISTRICT COUNCIL <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:

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

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

Place 'X' in any box that applies.

Add any modifications.

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

Complete as necessary.

Use this panel for:

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

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

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

7		<p>Transferee's intended address(es) for service for entry in the register:</p> <p>Oaklands, Oaklands Road, Haywards Heath, West Sussex RH16 1SS</p>
8		The transferor transfers the property to the transferee
9		<p>Consideration</p> <p><input type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures):</p> <p><input checked="" type="checkbox"/> The transfer is not for money or anything that has a monetary value</p> <p><input type="checkbox"/> Insert other receipt as appropriate:</p>
10		<p>The transferor transfers with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p>
11		<p>Declaration of trust. The transferee is more than one person and</p> <p><input type="checkbox"/> they are to hold the property on trust for themselves as joint tenants</p> <p><input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares</p> <p><input type="checkbox"/> they are to hold the property on trust:</p>
12	12.1	<p>Definitions</p> <p>(a) "Accessways" means any pedestrian ways, footpaths, alleyways, passageways, forecourts, vehicular accessways or drives (created and intended to provide access to and egress from buildings and/or any other parts of the Estate and the Property) now or hereafter constructed within the Estate and the Property</p> <p>(b) "Estate Roads" means all roads, verges and footpaths now or hereafter constructed within the Estate which are intended to become highways maintainable at the public expense</p> <p>(c) "Estate Sewers" means all mains foul and surface water sewers, inspection chambers and soakaways now or thereafter constructed within the Estate or the Property which are intended to become sewers and soakaways maintainable at the public expense.</p> <p>(d) "Estate" means the land now or formerly part of land comprised in Title Numbers [WSX89034, WSX101583, WSX215942, SX103368 and WSX87777] excluding the Property.</p>

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

- (e) "Other Land" means all the Estate as at the date hereof remaining within Title Numbers [WSX89034, WSX101583, WSX215942, SX103368 and WSX87777]
 - (f) "plan" means the plan annexed hereto
 - (g) "Service Installations" means all drains, channels, sewers (excluding the Estate Sewers), inspection chambers, pipes, rain water pipes, gutters, spouts, wires, cables, water courses, gutters, soakaways and other conducting media whatsoever and any structures incidental to the user thereof) now or hereafter constructed within the Estate or the Property.
 - (h) "Transferor" includes the Transferor's successors in title.
 - (i) "Transferee" includes the Transferee's successors in title
- 12.2 Rights granted for the benefit of the Property
- The right for the Transferee and all persons authorised by the Transferee (in common with all other persons having a similar right):-
- (a) to pass with or without vehicles along the Estate Roads and the Accessways for all purposes connected with the use and enjoyment of the Property to and from the Property or any part of it.
 - (b) to use the Estate Sewers for the passage of water and sewage to and from the Property
 - (c) to use the Service Installations for the passage of water sewage gas electricity and other services to and from the Property
 - (d) to enter upon all parts of the Other Land as are for the timebeing unbuilt upon at all reasonable times (and at any time in an emergency) on not less than 14 working days notice in writing to the Transferor (save in an emergency) so far as may be necessary for the purposes of inspecting maintaining repairing and renewing the Estate Sewers and the Service Installations as may be used in accordance with clauses (b) and (c) above for the benefit of the Property.
 - (e) to enter upon all parts of the Other Land as are for the timebeing unbuilt upon (with or without plant equipment workmen and tools) on not less than 14 working days notice in writing to the Transferor to lay along under over or on such parts of the Other Land as are for the timebeing unbuilt upon to lay new service conduits and apparatus for the passage of water soil electricity gas telecommunications signals to and from the Property ("the New Service Apparatus") and to connect the New Service Apparatus to the respective Service Installations serving the Estate PROVIDED THAT pending adoption or being taken over by the relevant

statutory undertaker or service provider the New Service Apparatus shall be laid and any necessary connections made in locations and in accordance with plans first approved in writing by the Transferor (such consent not to be unreasonably withheld).

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

Include words of covenant.

12.3 Restrictive covenants by the Transferee

The Transferee covenants with the Transferor so as to bind the Property and each and every part thereof into whosoever hands the same may come and so that the benefit is annexed to the Other Land and each and every part thereof but not so as to bind the Transferee after the Transferee shall have parted with all interest in the Property

- (a) not to use the Property (or any part thereof) other than for the purposes of social, community, educational, recreation and other activities (including use as public open space)

12.4 Indemnity Covenants by the Transferee

The Transferee covenants with the Transferor but not so as to bind the Transferee after the Transferee shall have parted with all interest in the Property that the Transferee shall observe and perform the covenants contained or referred to in the Charges Register of Title Number WSX89034 so far as they relate to the Property and so far as they are still subsisting and capable of being enforced and will so far as aforesaid indemnify the Transferor against any future liability for their breach or non-observance.

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

12.5 Positive covenants by the Transferee

- 12.5.1 Subject to the Transferor indemnifying and paying the Transferees reasonable and proper costs the Transferee covenants with the Transferor that the Transferee will if so requested as owner of the Property join in any agreement with the water or sewerage authority relating to the maintenance and/or adoption of the Estate Sewers.

12.6 Positive Covenants by the Transferor

The Transferor hereby covenants with the Transferee and its successors in title that it will construct the Estate Roads and install the Estate Sewers or procure the construction and installation of the same to the satisfaction of the local authority and any relevant statutory or competent undertakers and will indemnify the Transferee and its successors in title against all costs expenses until the same are taken over and adopted as publicly maintainable.

12.7 Agreements and Declarations

- 12.7.1 The Transferee hereby agrees and acknowledges that in exercising the rights referred to at clauses 12.2(d) and 12.2(e) hereof it shall exercise all reasonable care so as to do as little damage as possible in exercising the right and to forthwith restore and make good to the reasonable satisfaction of the Transferor all damage settlement subsidence or other disturbance of the Estate arising from or incidental to inspecting repairing renewing relaying cleaning and maintaining the Estate Sewers and Service Installations and/or the laying of New Service Apparatus or any works connected therewith or the use of the same.
- 12.7.2 A person who is not a party to this Transfer has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Transfer but this does not affect any right or remedy of any third party which exists or is available apart from that Act.
- 12.7.3 Notwithstanding any provision of this Transfer the parties do not require the consent of any third party to rescind terminate or vary the provisions of this Transfer.
- 12.7.4 It is agreed and declared that the Transferee and its successors in title shall not be or become entitled to any rights of light or air or other rights easements liberties or privileges whatsoever which would in any manner restrict prevent or interfere with the full and free use by the Transferor of the Estate for building or for any other purposes whatsoever.

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

13 [attestation of Transferor to be inserted]

EXECUTED as a DEED by
Affixing the Common Seal of
MID SUSSEX DISTRICT
COUNCIL in the presence of:-

WARNING

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

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

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

APPENDIX 6

Draft Planning Permission

Sunley Property LLP
c/o Mr Martin Carpenter
10 Upper Grosvenor Road
Tunbridge Wells
Kent
TN1 2EP

TOWN AND COUNTRY PLANNING ACT, 1990

PERMISSION

REFERENCE: 12/01532/OUT

DESCRIPTION: OUTLINE APPLICATION FOR 480 DWELLINGS, NEW ACCESS FROM KINGS WAY, NEIGHBOURHOOD CENTRE, HIGH QUALITY AND ACCESSIBLE INFORMAL OPEN SPACE INCLUDING A NEW PARK, LANDSCAPE BUFFER AND PEDESTRIAN/CYCLE GREEN ROUTES AND ANCILLARY WORKS.

LOCATION: LAND EAST OF KINGS WAY, BURGESS HILL, WEST SUSSEX,

DECISION DATE:

The Council hereby notify you that they **GRANT** planning permission for the above development to be carried out in accordance with the submitted application and plans and subject to compliance with the following conditions:-

1. Approval of the details of the appearance, layout, scale and landscaping of the site (hereinafter called the "reserved matters") shall be obtained from the Local Planning Authority for any phase of development, prior to the commencement of development on site.

Application for approval of the reserved matters shall be made to the Local Planning Authority before the expiration of 3 years from the date of this permission.

The development hereby permitted must be begun either not later than the expiration 2 years from the final approval of the reserved matters date of this permission, or before the expiration of 2 years from the date of approval of the last of the reserved matters to be approved, whichever is the later.

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

2. The reserved matters shall be in general conformity with drawing no. 38-1792-001, illustrative masterplan, and will include a 60m buffer of undeveloped land adjacent to Ditchling Common SSSI and the provision of a sole pedestrian access from the development to Ditchling Common SSSI. Development shall be in accordance with the approved details.

Reason: To ensure that the scheme protects the ecological value of the site and to accord with Policy NRM5 of the South East Plan and Policy C5 of the Mid Sussex Local Plan.

3. At least 10 per cent of the energy supply of the development shall be secured from decentralised and renewable or low-carbon energy sources. Details and a timetable of how this is to be achieved, including details of physical works on site, shall be submitted to and approved in writing by the Local Planning Authority as part of the appropriate reserved matters submission. The approved details shall be implemented in accordance with the approved timetable and retained as operational thereafter.

Reason: To ensure a sustainable form of development and to comply with Policy NRM11 of the South East Plan.

Pre - Commencement

4. No development shall commence until plans and details of the proposed vehicular access are submitted to and approved in writing by the Local Planning Authority. Thereafter no dwelling shall be occupied until the vehicular access serving the site has been constructed in accordance with the approved details.

Reason: To ensure that the access points to the public highway are constructed in accordance with appropriate design and safety considerations and accord with Policy T4 of the Mid Sussex Local Plan.

5. Prior to any works commencing (including site clearance/preparation and/or demolition), a construction management plan shall be submitted to and be approved in writing by the Local Planning Authority after consultation with WSCC as Highway Authority. Thereafter the applicant and contractors shall complete the works in accordance with the approved plan throughout the construction period in order to minimise disturbance during demolition and construction and will include details of the following information for approval:

- a) the phased programme of construction works;
- b) the means of access and road routing for all construction traffic associated with the development;
- c) details of a scheme for the monitoring of noise, dust and vibration (including any piling) in accordance with the appropriate British Standard (BS). The report on the assessment made under the BS shall include estimated values of LAeq and show all calculations;
- d) provision of wheel washing facilities and details of their operation and location;
- e) construction work including delivery times;
- f) details of a means of suppressing dust arising from the development;
- g) details of all proposed external lighting to be used during construction;
- h) details of areas for the loading, unloading, parking and turning of vehicles associated with the construction of the development;
- i) details of areas to be used for the storage of plant and materials associated with the developments;
- k) details of the temporary construction site enclosure to be used throughout the course of construction;
- l) details of any construction accesses to be used;
- m) details of the appropriate public consultation that will be required;
- n) details of scheme to protect residential properties from the noise sources identified in the Environmental Statement

Details of how measures will be put in place to address any environmental problems arising from any of the above shall be provided. A named person shall be appointed by the applicant to deal with complaints, shall be available on site and their availability made known to all relevant parties. The applicant will need to discuss these matters with the Highway Authority prior to submitting any applications for licences etc.

Reason - To ensure safe and neighbourly construction in the interests of amenity and road safety and to accord with Policy T4 of the Mid Sussex Local Plan.

6. No development shall take place on any phase until details of the existing and proposed site levels for that particular phase, have been submitted to and approved in writing by the Local Planning Authority. Development shall not be implemented otherwise in accordance with such details.

Reason: For the avoidance of doubt and to ensure that the development does not prejudice the amenities of adjacent residents or the appearance of the locality and to accord with Policies B1 of the Mid Sussex Local Plan.

7. Prior to the development or any preparatory works starting and using the existing data as a baseline, a bat monitoring strategy to assess the diversity, abundance and distribution changes of bat species using the site and adjacent to the site shall be submitted to the LPA for approval and shall then be implemented in accordance with the approved details, unless otherwise approved in writing by the local planning authority.

Reason; To assess the impact of this type of development on European protected species and to accord with Policy NRM5 of the South East Plan and Policy C5 of the Mid Sussex Local Plan.

8. Prior to the commencement of development on each phase, the applicant shall submit information to the Local Planning Authority, for approval, to demonstrate how the ecological mitigation proposed for the individual phase complies with the ecological mitigation set out in Chapter 5 of the Environmental Statement and its technical appendices and how this will contribute to the overarching strategy for the ecological mitigation for the site. The development shall only be implemented in accordance with the approved details.

Reason: To protect the ecological value of the site and to accord with Policy NRM5 of the South East Plan and Policy C5 of the Mid Sussex Local Plan.

9. No development on any phase of the development shall commence (unless otherwise approved in writing by the Local Planning Authority) until a programme of archaeological work including an Archaeological Mitigation Strategy for the whole site and a Written Scheme of Investigation for that phase has been submitted to and approved by the local planning authority in writing. The scheme shall include research questions; and

1. The programme and methodology of site investigation and recording
2. The programme for post investigation assessment
3. Provision to be made for analysis of the archaeological archive arising from the site investigation and recording
4. Provision to be made for publication and dissemination of the findings of the site investigation and recording
5. Provision to be made for compilation and appropriate conservation of the archaeological site archive and insofar as may be reasonably practicable its deposition in an appropriate museum or publicly accessible repository
6. Nomination of a competent person or persons or organisation to undertake the works set out within the Written Scheme of Investigation.

No development shall take place other than in accordance with the approved Written Scheme of Investigation.

Reason: In order to ensure that archaeological features on the site will be properly recorded before and during development and to accord with Policy B18 of the Mid Sussex Local Plan.

10. Prior to the commencement of development on each phase of the site a surface water drainage scheme for that phase, based on sustainable drainage principles and an assessment of the hydrological and hydro geological context of the development, shall be submitted to and approved in writing by the Local Planning Authority. The drainage strategy should demonstrate the surface water run-off generated up to and including the 1 in 100 year critical storm will not exceed the run-off from the undeveloped site following the corresponding rainfall event. The scheme shall subsequently be implemented in accordance with the approved details and no dwelling shall be occupied until the drainage works have been carried out.

The scheme shall also include:

1. The peak discharge rates and together with associated control structures and their position.
2. Details of the drainage system capacity (e.g. 1:30 year).
3. Safe management of critical storm water storage up to the 1:100year event.

4. Overland flow routes for events in excess of the 1:100 (20 per cent Climate change).
5. details of how the scheme shall be maintained and managed after completion
6. details of a timetable for its implementation
7. details of how it fits in with the overall drainage strategy for the site.

Reason: To prevent the increased risk of flooding, to improve and protect water quality and improve habitat and amenity and to accord with Policy CS13 of the Mid Sussex Local Plan.

11. Prior to the commencement of development on each phase of the site, details of the proposed foul drainage and means of disposal for that phase shall be submitted to and approved in writing by the Local Planning Authority, in consultation with Southern Water, and no dwelling shall be occupied until all drainage works have been carried out for that phase in accordance with such details as approved by the Local Planning Authority. The details shall include a timetable for its implementation and a management plan for the lifetime of the development which shall include arrangements for adoption by any public authority or statutory undertaker and any other arrangements to secure the operation of the scheme throughout its lifetime.

Maintenance and management during the lifetime of the development should be in accordance with the approved details.

Reason: To ensure that the proposed development is satisfactorily drained and to accord with Policies CS13 and CS14 of the Mid Sussex Local Plan.

12. Prior to the first occupation in each phase, details of a management plan for the public open space and management areas, as indicatively defined by Plan No.A attached to this consent, shall be submitted to and approved in writing by the Local Planning Authority. The plan shall include details of the long term management and maintenance of these areas, including the details of any management company and maintenance schedules. These areas will thereafter be managed in accordance with the approved details.

Reason: To ensure that these aspects of the development are satisfactory and to accord with Policy B1 of the Mid Sussex Local Plan.

13. Prior to the commencement of construction of any dwelling, within any phase, details of the play areas serving that phase have been submitted to and approved by the Local Planning Authority. The details shall include the layout, drainage, equipment, landscaping and fencing, timetable for its completion and future management of the areas to be provided. The development shall only be implemented in accordance in accordance with the approved details.

Reason: To ensure satisfactory provisional equipment and to ensure that play areas are provided and retained within the development for use by the general public and to accord with Policy R3 of the Mid Sussex Local Plan.

14. Before the completion of the first dwelling within any phase, signs shall be erected within that phase of all proposed play areas indicating the intention to provide play areas on those sites. The details of such signage shall be submitted to and approved by the Local Planning Authority and maintained in accordance with such approved details until the play areas are provided.

Reason: To ensure that prospective purchasers are aware of proposals for the provision of play areas and to accord with Policy R3 of the Mid Sussex Local Plan.

15. Prior to the commencement of construction of any dwelling, within any phase, details of the proposed screen walls or fences, within that phase, shall be submitted to and approved in writing

by the Local Planning Authority. No dwellings shall be occupied until such screen wall/fences associated with them have been erected.

Reason: To ensure that this aspect of the development is acceptable and to accord with Policy B1 and B2 of the Mid Sussex Local Plan.

16. No development of any phase shall take place unless and until there has been submitted to and approved in writing by the Local Planning Authority full details of both hard and soft landscaping within that phase, which shall include indications of all existing grade A and B trees and hedgerows on the land, and details of those to be retained, together with measures for their protection in the course of development and these works shall be carried out as approved.

The works shall be carried out prior to the occupation of any part of that particular phase of the development or in accordance with the programme agreed by the Local Planning Authority. Any trees or plants which, within a period of five years from the completion of development, die, are removed or become seriously damaged or diseased, shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority gives written consent to any variation.

Reason: In the interests of visual amenity and of the environment of the development and to accord with Policy B1 and B2 of the Mid Sussex Local Plan.

17. The existing trees/bushes/hedges shall be retained and protected in a manner to be agreed with the Local Planning Authority for each phase before the development commences for the duration of the development and shall not be damaged, destroyed, uprooted, felled, lopped or topped during that period without the previous written consent of the Local Planning Authority. Any trees/bushes/hedges removed without such consent or dying or being severely damaged or becoming seriously diseased during that period shall be replaced in the following planting season with trees/bushes/hedges of such size and species as may be agreed with the Local Planning Authority.

Reason: To ensure the retention of vegetation important to the visual amenity and to accord with Policy B1 and B2 of the Mid Sussex Local Plan and Policy.

18. Prior to the commencement of construction of any dwelling, within any phase, samples/a schedule of materials and finishes to be used for the external walls and roofs of the proposed buildings within that phase shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To enable the Local Planning Authority to control the development in details in the interests of amenity by endeavouring to achieve buildings of visual quality and to accord with Policy B1 and B2 of the Mid Sussex Local Plan.

19. The development permitted by this planning permission shall only be carried out in accordance with the mitigation measures detailed in the Environmental Statement Volume 1 - Environmental Statement Chapters dated April 2012 compiled by Enplan, on behalf of Sunley Property, unless first agreed in writing with the Local Planning Authority.

Reason: To ensure that the ecological value of the site is protected in accordance with Policy NRM5 of the South East Plan and Policy C5 of the Mid Sussex Local Plan.

20. No development hereby permitted shall take place until a scheme for establishment of a local liaison committee for the duration of the construction period has been submitted to and approved in writing by the Local Planning Authority. The submitted scheme shall include the objectives of the committee, its membership, the frequency and location of the meetings and arrangements for publication of minutes. All meetings of the committee shall be attended by representatives of the developers, the local community and the Local Planning Authority. The local liaison committee shall meet thereafter in accordance with the approved scheme.

Reason: To provide a mechanism for keeping the local community and their elected representatives involved during the construction period to ensure that the development is implemented without causing significant harm to their amenities in accordance with Policies G1 and B3 of the Mid Sussex Local Plan.

21. Construction Phase

During construction where contamination of the soil is found, or suspected, all works shall stop in that area and the Local Planning Authority are advised immediately. Works shall not proceed until a scheme detailing the risk from the contamination and the method by which the risk will be eliminated, has been submitted to, and approved by, the Local Planning Authority. Works shall then proceed in strict accordance with the scheme approved by the Local Planning Authority.

Reason: To ensure that risks from land contamination to the future users of the land are minimised and to accord with Policy CS20 of Mid Sussex Local Plan.

22. No burning of demolition or construction waste material shall take place on the site.

Reason: To protect the amenity of neighbouring residents and to accord with Policy B3 of the Mid Sussex Local Plan.

23. Pre - Occupation Conditions

No dwelling shall be occupied until provision has been made within the site, in accordance with details to be submitted to and approved in writing by the Local Planning Authority, for the parking of bicycles for such dwelling clear of the public highway.

Reason: To ensure that safe access and storage is provided in a sustainable way pursuant to Policy T4 of the Mid Sussex Local Plan.

24. No dwelling within any of the phases shall be occupied until details of the space to be laid out for parking and the stationing of vehicles clear of the public highway, within that phase, have been approved in writing by the Local Planning Authority. No dwelling shall be occupied until the parking space related to that dwelling has been surfaced, drained and completed. The space so provided shall not thereafter be used other than for the parking of vehicles in connection with the development hereby permitted.

Reason: To ensure that adequate and satisfactory provision is made for the accommodation of vehicles clear of the highway and to accord with Policy T6 of the Mid Sussex Local Plan.

25. Land Drainage Consent will be required for some of the alterations to the watercourses for access etc on the site. On such issues first contact should be made to the Drainage Team at MSDC, and there is a fee for issuing consents (currently £50).

INFORMATIVES

1. You are advised that the District Council determined this application on the basis of the following drawings:

Site Location Plan - Drawing number 02-345-01

Site Access Plan - Drawing number 02-345-07

2. The applicant is advised to enter into a legal agreement with West Sussex County Council, as Highway Authority, to cover the off-site highway works. The applicant is requested to contact The Implementation Team Leader (01243 642105) to commence this process.

3. The applicant is advised to contact the Community Highways Officer (01243 642105) to obtain formal approval from the Highway Authority to carry out any works on or adjacent to the highway.
4. The applicant /developer should enter into a formal agreement with Southern Water to provide the necessary sewerage required to service this development. Please contact Atkins Ltd, Anglo St James House, 39A Southgate Street, Winchester, SO23 9EH (Tel 01962 858688), or www.southernwater.co.uk.
5. You are advised that this planning permission requires compliance with a planning condition(s) **before development commences**. You are therefore advised to contact the case officer as soon as possible. If you carry out works prior to a pre-development condition being discharged then a lawful start will not have been made and you will be liable to enforcement action.
6. The proposed development will require formal address allocation. You are advised to contact the Council's Street Naming and Numbering Officer before work starts on site. Details of fees and developer's advice can be found at www.midsussex.gov.uk/streetsnaming or by phone on 01444 477175.
7. Land Drainage Consent will be required for some of the alterations to the watercourses for access etc on the site. On such issues first contact should be made to the Drainage Team at MSDC, and there is a fee for issuing consents (currently £50).

Reason for Decision

1. The proposed application represents an important strategic development, not just for Burgess Hill, but for the district as a whole. The Council does not have an up-to-date five year housing land supply for the district against the South East Plan and as such the application should be considered in the context of the presumption in favour of sustainable development advocated by the NPPF.

Para 14 of the NPPF sets out the presumption in favour of sustainable development, and states that, where the development plan is absent, silent or relevant policies are out-of-date, permission should be granted unless:

- any adverse impacts of doing so would significantly and demonstrably outweigh the benefits, when assessed against the policies in this Framework as a whole; or
- Specific policies in this Framework indicate development should be restricted.

After detailed consideration officers are of the view that the proposal meets the criteria set out in the NPPF and the impacts of granting permission would not demonstrably outweigh the benefits when assessed against the relevant development plan policies and the NPPF.

Whilst not part of the adopted Development Plan, a material consideration is that the site is identified for development in the Burgess Hill Townwide Strategy and the revised draft District Plan. The proposals broadly meet the proposed policy criteria for development of this site as set out in Policies DP5-6 of the revised draft District Plan.

The proposed development will have some impact on the ecological/biodiversity value of the site however, given the proposed mitigation package, including the management plan proposals for the adjacent SSSI, this impact would not be significant.

Views from Ditchling Common and the South Downs National Park will be protected and the approach adopted through the retention of the existing tree and hedgerow field boundaries will ensure that rural-urban fringe to the east of Burgess Hill is retained in an appropriate soft edge.

The traffic generation from the proposal will have an impact on some roads and junctions within Burgess Hill however the provision of a suitable package of mitigation, which also takes into account improvements to sustainable modes of transport, will ensure that the impact is

acceptable.

Taking into account other matters, including the impact on trees, drainage /flooding, affordable housing, the provision of suitable infrastructure (via a legal agreement) and economic considerations and while being mindful of the concerns expressed regarding the impact on Ditchling Village, it is considered that there are not any adverse impacts that would demonstrably outweigh the benefits of approving this application.

It is therefore considered that the application complies with South East Plan policies C4, CC1, CC7, NRM4, NRM5, NRM11, T1, T2, H3 and H4, Mid Sussex District Plan Policies G1, G2, G3, T4, H4, R3, CS9, CS13 and BH19 and the principles and policies of the NPPF.

This information is only intended as a summary of the reasons for grant of planning permission. For further detail on the decision the planning file is available to view on the Council's website via the online Planning Register.

Head of Economic Promotion and Planning

NB: IT IS IMPORTANT THAT YOU SHOULD READ THE NOTES ACCOMPANYING THIS FORM
PEOUTZ

LAND EAST OF KINGS WAY BURGESS HILL

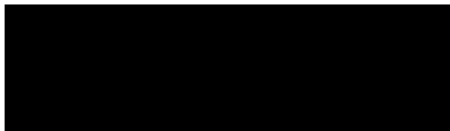


SUNLEY

 PUBLIC OPEN SPACE
& MANAGEMENT
AREAS

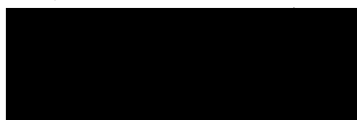
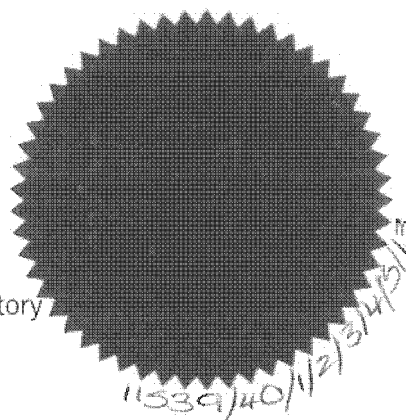
PLAN A
DATE: JANUARY 2013
SCALE: 1/2500 @ A3

The Common Seal of
MID SUSSEX DISTRICT COUNCIL
was hereunto affixed in the presence of



Authorised Officer

The Common Seal of
WEST SUSSEX COUNTRY COUNCIL
was hereunto affixed in the presence of



Authorised Signatory

Executed as a deed by
SUNLEY PROPERTY LLP
acting by a director in the presence of:



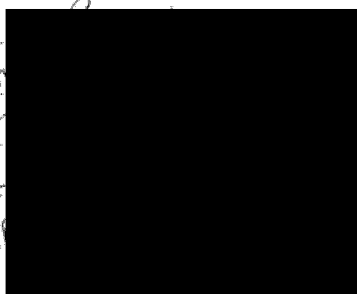
Director

Signature of Witness

Name (In BLOCK CAPITALS)

Address

Occupation



Executed as a deed by
SPARTACUS EQUITATION LIMITED
acting by a director in the presence of:

[Redacted Signature]

Director

Signature of Witness

Name (In BLOCK CAPITALS)

Address

Occupation

[Redacted Signature and Name]

Signed as a deed by
NICHOLAS GEOFFREY EDWARD HAWKINGS-BYASS
in the presence of

[Redacted Signature]

Signature of Witness

Name (In BLOCK CAPITALS)

Address

Occupation

[Redacted Signature and Name]

Signed as a deed by
JAMES ANTHONY TRAFFORD
in the presence of

[Redacted Signature]

Signature of Witness

Name (In BLOCK CAPITALS)

Address

Occupation

[Redacted Signature and Name]

Signed as a deed by
NEIL ANDREW FLETCHER
in the presence of

Signature of Witness

Name (In BLOCK CAPITALS)

Address

Occupation

Signed as a deed by
KAREN FLETCHER
in the presence of

Signature of Witness

Name (In BLOCK CAPITALS)

Address

Occupation

Executed as a deed by
BARCLAYS BANK PLC
acting by a director and its secretary
or two directors

.....
Dir

.....
Director/Secretary