Dated 6th December **2018**

(1) CAXTON HOUSE DEVELOPMENTS LIMITED ("the Owner")

(2) WEST SUSSEX COUNTY COUNCIL ("the County Council")

(3) SEVENOAKS MANOR ESTATES LIMITED ("the Mortgagee")

Further Supplemental Agreement – Section 106, Deed of Variation

Under Sections 106 and s106A of the Town and Country Planning Act 1990

Relating to land at Caxton House, Ham Road, Shoreham-by-Sea (BN43 6QD)

THIS DEED OF VARIATION is made the 6th day of December 2018

(1) **CAXTON HOUSE DEVELOPMENTS LIMITED** Incorporated and registered in England and Wales with company number 00464316 whose registered office is at Caxton House, Ham Road, Shoreham by Sea, BN43 6QD (Hereinafter called "**the Owner**")

(2) **WEST SUSSEX COUNTY COUNCIL** of County Hall, Chichester, West Sussex P018 9DN (Hereinafter called "**the County Council**")

(3) **SEVENOAKS MANOR ESTATES LIMITED** Incorporated and registered in England and Wales with company number 08095796 whose registered office is at Little Garnstone Manor, Woodland Rise, Sevenoaks, Kent, TN15 0HY (Hereinafter called "**the Mortgagee**")

Background

(A) The County Council and Service Publications Limited entered into an agreement dated the 22nd of May 2017 made in pursuant to Section 106 of the Town and County Planning Act 1990, Section 111 of the Local government Act 1972, Section 2 of the Local Government Act 2000 and all other powers enabling the parties thereto, which agreement was varied by a Supplemental Agreement dated 26 October 2018 made between the Owner (1) the County Council (2) and the Mortgagee (3) (together the "**Original Agreement**"), A copy of the Original Agreement is appended to this Deed (Appendix 1)

(B) The County Council and the Owner have agreed to enter into this deed of variation varying the Original Agreement (**the "Further Supplemental Agreement**")

(C) The Owner is registered at the Land Registry as proprietor of Site which is registered under freehold title number SX15134 (the "**Site**").

(D) There was a change of ownership of the Site from Service Publications Limited to Caxton House Developments on 14th February 2018.

(E) The Owner has made the Application

(F) The local authority is Adur & Worthing Council who is the local planning authority for the purposes of the Act for the area in which the site is situated. The County

Council is the local highway authority, the county planning authority, the education authority and the authority responsible for the provision of the library and fire services for the area in which the Site is situated.

(G) The Mortgagee as Mortgagee under a legal charge of the Site given by the Owner to the Mortgagee and dated 14 February 2018 is willing to enter into this Further Supplemental Agreement to give its consent to and bind its interest in the Site

(H) This Further Supplemental Agreement varies the Original Agreement

Operative Clauses

1 **DEFINITIONS AND INTERPRETATIONS**

1.1 In this Further Supplemental Agreement where the context so admits·

1.1.1 **"the Application"** means a planning application under reference AWDM/1688/18 for the demolition of the existing building on the Site (mixed use office B1 and general industrial B2) and construction of a new building providing 14 residential units comprising 1 no 1 bedroom flat, 12 no. two bedroom and 1 no. three bedroom flats with undercroft parking, parking for 5 vehicles and 16 cycles

1.1.2 **"the Original Agreement"** means the agreement dated 22 May 2017 made between Services Publications Limited (1) and West Sussex County Council (2) as varied by a Deed of Variation dated 26 October 2018 and made between the Caxton House Developments Limited (1) the West Sussex County Council (2) and Sevenoaks Manor Estates Limited (3)

1.1 3 **"the Planning Permission"** means the planning permission to be granted pursuant to the Application

1.1.4 References to clauses paragraphs and schedules are references to those in the Original Agreement

1.1.5 Words and phrases whose definitions and meanings are not set out in the clauses below or varied by this Further Supplemental Agreement have the same meanings as in the Original Agreement

1.1.6 Any reference to the parties or any other legal or natural person shall include his her its or their heirs assigns and successors in title to the Development Land and in the case of the County Council shall also include any successor in function

1.1.7 Any covenants obligations or other commitments given by more than one party shall be joint and several

1 1.8 Neuter words shall include the masculine or feminine gender (as the case may be) and singular words shall include their plural numbers

1.1.9 The headings throughout this Further Supplemental Agreement are for convenience only and shall not be taken into account in the construction and interpretation of this Further Supplemental Agreement

2 LEGAL EFFECT

2 1 This Further Supplemental Agreement varies the Original Agreement and is made pursuant to the provisions of Section 106 and 106A of the Act and is also entered into pursuant to Section 111 of the Local Government Act 1972 Section 1 of the Localism Act 2011 and all other powers enabling the County Council hereto.

2.2 This Further Supplemental Agreement contains planning obligations for the purposes of the Act enforceable by the County Council against the Owner and it's successors in title and assigns

3 VARIATION

The Parties hereby agree that as from and including the date of this Deed and granting of the Planning Permission the Original Agreement shall be read and construed as if its terms and the obligations contained therein related to the Planning Permission.

4. Mortgagee's Consent

4.1 The Mortgagee hereby consents to the Owner entering into this Further Supplemental Agreement and acknowledges that from the date hereof the Site shall be bound by the obligations contained herein and If the Mortgagee

become a mortgagee in possession of the Site or any part thereof it shall be bound by the provisions of this Further Supplemental Agreement and the Mortgagee further agrees that in the event that it becomes a mortgagee in possession it will not carry out or procure the Development or any part of the Development without performing and observing the terms and obligations contained in this Further Supplemental Agreement.

4.2 For the avoidance of doubt neither the Mortgagee nor any other mortgagee shall have any liability in respect of this Further Supplemental Agreement save if it has become a mortgagee in possession of the Site.

5. DECLARATIONS

The Parties agree that the Site will be subject to and bound by the terms of the Original Agreement which shall continue in full force and effect SAVE only as varied by the provisions set out in this Further Supplemental Agreement.

6. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Unless otherwise stated, this Further Supplemental Agreement does not, and the parties do not intend to, confer any right or benefit which is enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 upon any person who is not a party to this Further Supplemental Agreement

7. JURISDICTION

This Further Supplemental Agreement is to be governed and construed in accordance with English law and the English Courts shall have exclusive jurisdiction in relation to any disputes between the County Council and the Owner arising out of or related to this Further Supplemental Agreement.

8. REGISTRATION AS LOCAL LAND CHARGE

This Further Supplemental Agreement shall be registered as a Local Land Charge by the County Council.

IN WITNESS whereof the parties have executed this Supplemental Agreement as a deed and it is intended to be and shall be delivered on the date of this Further Supplemental Agreement.

EXECUTED as a **DEED** by

CAXTON HOUSE DEVELOPMENTS LIMITED

acting by Gary Cottle, the sole director

[redacted]

In the presence of

Witness Signature: [redacted]

Witness Name: [redacted]

Witness Occupation: QUANTITY SURVEYOR

Witness Address

22 STIRLING ROAD
ST LEONARDS O/S
EAST SUSSEX
TN38 9NP.

THE COMMON SEAL OF

WEST SUSSEX COUNTY COUNCIL

was affixed to this deed in the presence of:

[redacted]

Authorised Signatory

EXECUTED as a **DEED** by

SEVENOAKS MANOR ESTATES LIMITED

acting by its Director, Mark Kibblewhite [redacted]

In the presence of

Witness Signature: [redacted]

Witness Name: [redacted]

Witness Occupation: HOUSEKEEPING

Witness Address: 7 ARMITAGE PLACE
TN18 4BS

Appendix 1

Original Agreement (being the agreement dated 22 May 2017 made between Services Publications Limited (1) and West Sussex County Council (2) as varied by a Deed of Variation dated 26 October 2018 and made between the Caxton House Developments Limited (1) the West Sussex County Council (2) and Sevenoaks Manor Estates Limited (3))

Dated 26th October 2018

(1) CAXTON HOUSE DEVELOPMENTS LIMITED ("the Owner")

(2) WEST SUSSEX COUNTY COUNCIL ("the County Council")

(3) SEVENOAKS MANOR ESTATES LIMITED ("the Mortgagee")

Supplemental Agreement – Section 106, Deed of Variation

Under Sections 106 and s106A of the Town and Country Planning Act 1990

Relating to land at Caxton House, Ham Road, Shoreham-by-Sea (BN43 6QD)

THIS DEED OF VARIATION is made the 26th day of October 2018

(1) **CAXTON HOUSE DEVELOPMENTS LIMITED** Incorporated and registered in England and Wales with company number 00464316 whose registered office is at Caxton House, Ham Road, Shoreham by Sea, BN43 6QD (Hereinafter called "**the Owner**")

(2) **WEST SUSSEX COUNTY COUNCIL** of County Hall, Chichester, West Sussex P018 9DN (Hereinafter called "**the County Council**")

(3) **SEVENOAKS MANOR ESTATES LIMITED** Incorporated and registered in England and Wales with company number 08095796 whose registered office is at Little Garnstone Manor, Woodland Rise, Sevenoaks, Kent, TN15 0HY (Hereinafter called "**the Mortgagee**")

Background

(A) The County Council and the owner entered into an agreement dated the 22nd of May 2017 ("the **Original Agreement**") made in pursuant to Section 106 of the Town and County Planning Act 1990 , Section 111 of the Local government Act 1972, Section 2 of the Local Government Act 2000 and all other powers enabling the parties hereto. A copy of the Original agreement is appended to this Deed (Appendix 1)

(B) The County Council and the Owner have agreed to enter into this deed of variation varying the Original Agreement " **the Supplemental Agreement**"

(C) The Owner is registered at the Land Registry as proprietor of Site which is registered under freehold title SX15134

(D) There was a change of ownership of the Site from Service Publications Limited to Caxton House Developments on 14th February 2018

(E) The Owner has made a new planning application, reference AWDM/0699/18 to make minor material amendments of the Planning Permission granted under reference ADWDM/1267/16

(F) The local Authority is Adur & Worthing Council who is the local planning authority for the purposes of the Act for the area in which the site is situated The County Council is the local highway authority, the county planning authority, the education authority and the authority responsible for the provision of the library and fire services for the area in which the Site is situated

(G) The Mortgagee as Mortgagee under a legal charge of the Site given by the Owner to the Mortgagee and dated 14 February 2018 is willing to enter into this Supplemental Agreement to give its consent to and bind its interest in the Site

(H) This Supplemental Agreement varies the Original Agreement

Operative Clauses

1 DEFINITIONS AND INTERPRETATIONS

1.1 In this Supplemental Agreement where the context so admits.

[redacted]

1 1 1 **"the Original Agreement"** means the agreement dated 3rd May ~~March~~ 2017 22nd made between SERVICES PUBLICATIONS LIMITED (1) and WEST SUSSEX COUNTY COUNCIL (2)

1 1 2 References to clauses paragraphs and schedules are references to those in the Original Agreement

1.1 3 Words and phrases whose definitions and meanings are not set out in the clauses below or varied by this Supplemental Agreement have the same meanings as in the Original Agreement

1 1.4 Any reference to the parties or any other legal or natural person shall include his her its or their heirs assigns and successors in title to the Development Land and in the case of the County Council shall also include any successor in function

1 1.5 Any covenants obligations or other commitments given by more than one party shall be joint and several

1 1.6 Neuter words shall include the masculine or feminine gender (as the case may be) and singular words shall include their plural numbers

1 1.7 The headings throughout this Supplemental Agreement are for convenience only and shall not be taken into account in the construction and interpretation of this Supplemental Agreement.

2 LEGAL EFFECT

2 1 This Supplemental Agreement varies the Original Agreement and is made pursuant to the provisions of Section 106 and 106A of the Act and is also entered into pursuant to Section 111 of the Local Government Act 1972 Section 1 of the Localism Act 2011 and all other powers enabling the County Council hereto.

2.2 This Supplemental Agreement contains planning obligations for the purposes of the Act enforceable by the County Council against the Owner and it's successors in title and assigns

3 **VARIATION**

3 1 The Parties hereby agree that as from and including the date of this Deed and granting of planning permission AWDM/0699/18 the following amendments will be in force,

3 1.1 The following wording in the Third Schedule shall be added as a new paragraph 2

" 2. The Owner Hereby covenants with the Council that upon completion of this Supplemental Agreement and granting of planning permission AWDM/0699/18 *it will pay to the County Council the following additional sums following the recalculation of the contributions, being:*

2.1 Primary Education – An additional three thousand one hundred and fifty nine pounds (£3,159) (being the recalculated total for the County Council contribution of sixteen thousand one hundred and nineteen pounds (£16,119) minus the figure in paragraph 1.1 already paid to the County Council pursuant to the Original Agreement).

2.2 Secondary Education- An additional three thousand four hundred pounds (£3,400)(being the recalculated total for the County Council contribution of seventeen thousand three hundred and forty eight pounds (£17,348) minus the figure in paragraph 1.2 already paid to the County Council pursuant to the Original Agreement)

2.3 Sixth Form education-an additional seven hundred and ninety seven pounds (£797) (being the recalculated total for the County Council contribution of four thousand and sixty four pounds (£4,064) minus the figure in paragraph 1.3 already paid to the County Council pursuant to the Original Agreement)

2.4 Libraries – An additional seven hundred and fifty pounds (£750) (being the recalculated total for the County Council contributions of four thousand nine hundred and sixty three pounds (£4,963) minus the figure in paragraph 1.4 already paid to the County Council pursuant to the Original Agreement)

2.5 Fire and Rescue- An additional sixty two pounds (£62) (being the recalculated total for the County Council contributions of four hundred and five pounds (£405) minus the figure already paid to the County Council pursuant to the Original Agreement)

2.6 The provisions of paragraphs 1.6 and 1.7 shall apply to this paragraph 2 of this Third Schedule"

4. Mortgagee's Consent

4.1 The Mortgagee hereby consents to the Owner entering into this Supplemental Agreement and acknowledges that from the date hereof the Site shall be bound by the obligations contained herein and If the Mortgagee become a mortgagee in possession of the Site or any part thereof it shall be bound by the provisions of this Supplemental Agreement and the Mortgagee further agrees that in the event that it becomes a mortgagee in possession it will not carry out or procure the Development or any part of the Development without performing and observing the terms and obligations contained in this Supplemental Agreement

4 2 For the avoidance of doubt neither the Mortgagee nor any other mortgagee shall have any liability in respect of this Supplemental Agreement save if it has become a mortgagee in possession of the Site

5. DECLARATIONS

The Parties agree that the Site will be subject to and bound by the terms of the Original Agreement which shall continue in full force and effect SAVE only as varied by the provisions set out in this Supplemental Agreement.

6. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Unless otherwise stated, this Supplemental Agreement does not, and the parties do not intend to, confer any right or benefit which is enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 upon any person who is not a party to this Supplemental Agreement

7. JURISDICTION

This Supplemental Agreement is to be governed and construed in accordance with English law and the English Courts shall have exclusive jurisdiction in relation to any disputes between the County Council and the Owner arising out of or related to this Supplemental Agreement

8. REGISTRATION AS LOCAL LAND CHARGE

This Agreement shall be registered as a Local Land Charge by the County Council

IN WITNESS whereof the parties have executed this Supplemental Agreement as a deed and it is intended to be and shall be delivered on the date of this Supplemental Agreement.

EXECUTED as a **DEED** by
CAXTON HOUSE DEVELOPMENTS LIMITED
acting by Gary Cottle, the [redacted]

[redacted]

In the presence of [redacted]

Witness Signature: [redacted]
Witness Name: [redacted]
Witness Occupation: HOUSEKEEPER
Witness Address 12 LARKINS RISE COLDHURST KENT

THE COMMON SEAL OF
WEST SUSSEX COUNTY COUNCIL
was affixed to this deed in the presence of:

[redacted]

Authorised Signatory

23422/3/4/18

EXECUTED as a **DEED** by
SEVENOAKS MANOR ESTATES LIMITED
acting by its Director, Mark Kibblewhite [redacted]

In the presence of [redacted]

Witness Signature:
Witness Name: [redacted]
Witness Occupation: House wife
Witness Address Thanet
Parkfield
Sevenoaks
Kent
TN15 0HX

APPENDIX 1
(the Original Agreement)

TT WSCC 06 04.17

DATE 22nd May 2017

PARTIES

(1) **WEST SUSSEX COUNTY COUNCIL** of County Hall, Chichester, West Sussex, P019 1RH ("the Council");

(2) **SERVICE PUBLICATIONS LIMITED** incorporated and registered in England and Wales with company number 00464316 whose registered office is at Caxton House, Ham Road, Shoreham by Sea, BN43 6QD ("the Owner")

INTRODUCTION

1 The Local Authority is the local planning authority for the purposes of the Act for the area in which the Site is situated.

2 The Council is the local highway authority the county planning authority the education authority and the authority responsible for the provision of the fire service and the library service for the area in which the Site is situated.

3 The Owner is registered at the Land Registry as registered freehold proprietor of the Land which is registered (along with other land) under title number SX15134.

4 By a contract dated 15 July 2016 made between (1) the Owner; and (2) Bravo Property Investments Limited incorporated and registered in England and Wales with company number 09880786 (**Bravo**), the Owner has contracted to sell the Property to Bravo conditional upon the grant of a satisfactory planning permission. Bravo has submitted the Application to the Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.

4 The Local Authority resolved on 9th January 2017 to grant the Planning Permission subject to the prior completion of this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1 **DEFINITIONS**

For the purposes of this Deed the following expressions shall have the following meanings:

"1980 Act"	The highways Act 1980.
"Act"	the Town and Country Planning Act 1990.
"Application"	the application for planning permission submitted to the Council for the Development and allocated reference number AWDM/1267/16.
"Council Contributions"	the Primary Education Contribution, the Secondary Education Contribution, the Further Secondary Education Contribution, the Libraries Contribution, and the Fire and Rescue Service Contribution;
"Commencement of Development"	the date on which the first material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse

	ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly.
"Development"	the Change of Use of Office B1 and general industrial B2 to 14 residential units comprising 1 no. studio; 2 no. one bedroom; 10 no. two bedroom and 1 no. three bedroom flats. Alterations and extension to existing building and demolition of garage area and erection of new structure to accommodate residential units. Parking for 6 vehicles and 16 cycles as set out in the Application.
"Dwelling"	any dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission.
"Index Linked"	means index linked in accordance with the provisions of clause 10.
"Interest"	interest at 2% per cent above the base lending rate of National Westminster Bank plc applicable at the actual date of payment.
"Local Authority"	means ADUR DISTRICT COUNCIL of Town Hall, Chapel Road, Worthing, West Sussex, BN11 1HA
"Occupation" and "Occupied"	occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing

	or display or occupation in relation to security operations.
"Plan"	the plan attached to this Deed at the Second Schedule.
"Planning Permission"	the planning permission subject to conditions to be granted by the Council pursuant to the Application as set out in the First Schedule.
"Site"	the land against which this Deed may be enforced as shown edged red on the Plan and registered at the Land Registry under title number SX15134.
"Specified Date"	the date a payment due under this Agreement falls due.

2 CONSTRUCTION OF THIS DEED

2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.

2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.

2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.

2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all

instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.

2.6 References to any party to this Deed shall include the successors in title to that party and to any person deriving tine through or under that party and in the case of the Council and Local Authority the successors to their respective statutory functions.

2.7 The headings and contents list are for reference only and shad not affect construction.

3 LEGAL BASIS

3.1 This Deed is made pursuant to Section 106 of the Act Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011.

3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council in the case of covenants made with them as local planning authorities against the Owner.

4 CONDITIONALITY

This Deed is conditional upon:

(i) the grant of the Planning Permission; and

(ii) the commencement of Development

save for the provisions of Clauses 7.1, 9, 13, 14 and 15 which shall come into effect immediately upon completion of this Deed.

5 THE OWNER'S COVENANTS

5.1 The Owner covenants with the Council so as to bind the Site to perform the obligations as set out in the Second and Third Schedules.

6 THE COUNCIL'S COVENANTS

6.1 The Council covenants with the Owner as set out in the Fourth Schedule.

7 MISCELLANEOUS

7.1 The Owner shall pay to the Council within 30 days of completion of this Deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed limited to £750 .

7.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

7.3 This Deed shall be registrable as a local land charge by the Council.

7.4 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.

7.5 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall at the Owner's request effect the cancellation of all entries made in the Register of Local Land Charges or on the title to the Site at the Land Registry in respect of this Deed.

7.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

7.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.

7.8 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

7.9 This Deed shall not be enforceable against owner-occupiers or tenants of Dwellings constructed pursuant to the Planning Permission nor against those deriving title from them and shall not be enforceable against any mortgagee (except a mortgagee in possession), nor against any management company within the Development nor against any person who is party to an infrastructure agreement relating to highways drainage or service provision to from or for the Development.

7.10 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

7.11 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local planning authority.

8 WAIVER

No waiver (whether expressed or implied) by the Council or Owner of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

9 CHANGE IN OWNERSHIP

9.1 The Owner agrees with the Council to give the Council written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to be given with 30 days of the date of any change in freehold ownership of the Site and to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan provided that the Owner shall not be required to give notice to the Council of any change of ownership affecting a completed Dwelling.

9.2 Any mortgagee shall be liable only for any breach of the provisions of this deed during such period as he is a mortgagee in possession of the Site and shall not

be liable for any breach of the provisions of this deed after he has parted with or released his interest in the Site.

10 INDEX LINKED

The Owner agrees with the Council that any sum payable by the Owner and referred to in the Second Schedule and Third Schedules shall be increased by the application of the following formulae:

A = (B x C) divided by D

Where	A	is the sum actually payable on the Specified Date
	B	is the original sum mentioned in this Agreement
	C	is the Tender Price Index published by the Building Cost Information (BCIS) of the Royal institute of Chartered Surveyors for the month two months before the Specified Date
	C/D	is equal to or greater than 1

11 INTEREST

If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment.

12 VAT

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

13 DISPUTE PROVISIONS

Any dispute or difference arising between the parties hereto shall be dealt with as follows:

13.1 in the case of any difference or dispute arising out of the provisions of paragraphs 1 and 2 of the Second Schedule ("Affordable Housing") the same

shall be referred to an independent Chartered Surveyor of at least fifteen (15) years standing who shall be nominated in default of agreement between the Owner and the Council by the President for the time being of the Royal Institution of Chartered Surveyors or his deputy;

13.2 in the case of any legal requirement or interpretation or other matter regarding this Deed the same shall be referred to Counsel of at least fifteen (15) years' experience in such matters who shall be appointed in default of agreement between the Owner and the Council by the President of the Bar or his deputy; and

13.3 any matter referred to an independent Chartered Surveyor District Valuer or Counsel shall be decided by such person as an expert (and not as an arbitrator) who shall permit one representation and one counter-representation (each in writing) by each party to the dispute and his determination shall be in writing and final and binding on the parties and the costs of such determination shall be paid as the expert shall direct but if he does not direct shall be borne equally between the Owner and the Council.

14 JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the non-exclusive jurisdiction of the courts of England.

15 DELIVERY

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

THE FIRST SCHEDULE
The Draft Planning Permission

Adur District Council

Development Management

Mr Pierre Dowsett
Dowsett Hayhew Planning Partnership
63A Ship Street
Brighton
East Sussex
BN1 4ET

PLANNING PERMISSION

TOWN AND COUNTRY PLANNING ACT 1990
TOWN AND COUNTRY PLANNING (GENERAL PERMITTED DEVELOPMENT) (AMENDMENT) (ENGLAND) ORDER 2015

APPLICATION NUMBER: AWDM/1267/16

Details of Development
CHANGE OF USE OF OFFICE B1 AND GENERAL INDUSTRIAL B2 TO 14 RESIDENTIAL UNITS COMPRISING 1 NO. STUDIO; 2 NO. ONE BEDROOM; 10 NO. TWO BEDROOM AND 1 NO. THREE BEDROOM FLATS. ALTERATIONS AND EXTENSION TO EXISTING BUILDING AND DEMOLITION OF GARAGE AREA AND ERECTION OF NEW STRUCTURE TO ACCOMMODATE RESIDENTIAL UNITS. PARKING FOR 6 VEHICLES AND 16 CYCLES.

Location of Development
CAXTON HOUSE HAM ROAD SHOREHAM-BY-SEA WEST SUSSEX BN43 6QD

In pursuance of their powers under the above-mentioned Act and Order the Council hereby notify you that they PERMIT the above development, in accordance with the application and relevant correspondence registered on 6th September 2016.

This is for reasons stated on the schedule overleaf and subject to compliance with the conditions specified thereon.

GPeck

Gary Peck
Planning Services Manager

Adur District Council

Adur District Council, Development Management, Economy Directorate,
Portland House, 44 Richmond Road, Worthing, West Sussex, BN11 1HS
Tel: 01903 221065 Fax: 01903 221072 Minicom. 01903 204500
DX. 142965 Worthing 10 Web: www.adur-worthing.gov.uk

Ref: AWDM/1267/16

SCHEDULE

Conditions

01. The development hereby permitted shall be carried out in accordance with the following approved plans unless specified otherwise in a subsequent condition imposed on this decision notice.

Reference/Drawing Number	Version	Date Rec

Reason: *For the avoidance of doubt and in the interests of proper planning.*

02. Notwithstanding the submitted drawings, no development above ground slab shall commence unless and until details at a suitable scale of:

a) all new or replacement windows;
b) all new or replacement doors and fanlights
c) glazed balconies
d) arrangement and details of the external facing materials
e) metres, flues and cables
f) a scheme for a communal aerial to serve the flats in the development

have been submitted to and approved in writing by the Local Planning Authority. The development shall not be built other than in full accordance with any such approved details and shall be retained thereafter.

In any event, the new front windows replacing the shopfront, in the converted building, shall have arched heads.

Reason: *To safeguard and improve the appearance and character of this historic building and the Conservation Area having regard to the National Planning Policy Framework.*

03. Notwithstanding the provisions of the Town and Country Planning General Permitted Development Order 1995 as amended (or any Order revoking and re-enacting that Order with or without modification), no windows shall be inserted in the east flank of unit 13 and the east flank windows hereby approved in this unit shall be obscure glazed and non-opening up to 1.6 ms above finished floor levels and shall be retained as such thereafter.

Reason: *In the interests of privacy and to comply with The National Planning Policy Framework.*

Cont.../

04. Notwithstanding the submitted drawings, the flanks of the rear balconies and terraces shall be built with privacy screens 1.6 tall, tapering down to the front screens, except as agreed otherwise in writing by the Local Planning Authority and shall be retained thereafter.

Reason: *In the interests of privacy of neighbours and to comply with the National Planning Policy Framework*

05. No dwelling hereby approved shall be occupied unless and until the allied patio, balcony or terrace and boundary treatments as shown on the approved drawings have been provided and shall be retained thereafter.

Reason: *In the interests of the living conditions of future occupiers and to comply with the National Planning Policy Framework.*

06. No dwelling hereby approved shall be occupied unless and until a scheme of noise mitigation measures has been submitted to and approved by the Local Planning Authority to meet the recommended standards in respect of external noise source set out in table 4 of BS 8233:2014 and the night time LAmax level recommended in the WHO's Night Noise Guidelines for Europe (2009). Where, windows need to remain closed to meet this criteria, Whole house ventilation is considered to ensure thermal comfort can be managed inside the dwellings during the summer months.

Reason: *In the interests of the amenity of future occupiers in view of the fact that the site is adjacent to business uses and to comply with the National Planning Policy Framework.*

07. No development shall take place unless and until there has been submitted to and approved in writing by the Local Planning Authority a Construction and Demolition Method Statement, comprising details of the siting of allied parking, materials, plant and equipment and site waste disposal and details of dust suppression. Construction and demolition and allied working at the site shall not take place other than in full compliance with the approved Construction Method Statement.

In any event no work for the implementation of the development hereby permitted shall be undertaken on the site on Sundays or on Bank or Public Holidays. On all other days such work shall only be implemented between the hours of 8.00 a.m. and 6.00 p.m. inclusive, except between 9.00 a.m. to 1.00 p.m. on Saturdays.

Reason: *In the interests of neighbour amenity in accordance with the National Planning Policy Framework.*

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

1 A preliminary risk assessment which has identified:

- all previous uses
- potential contaminants associated with those uses
- a conceptual model of the site indicating sources, pathways and receptors potentially unacceptable risks arising from contamination at the site

2. A site investigation scheme, based on (1) to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off site.

3. The site investigation results and the detailed risk assessment (2) and, based on these, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken.

4. A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in (3) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.

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

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

Reason: *In the interests of the health of future occupiers in view of the fact that the site is on land identified as potentially contaminated and to comply with the National Planning Policy Framework.*

09. No part of the development shall be first occupied until such time as the;

a) vehicular access
b) the car and cycle parking and turning space; and
c) Domestic waste/recycling storage facilities

have been constructed in accordance with the approved plans and shall be retained as such thereafter.

Cont.../

Party Wall etc Act 1996. Developers should consult with NR at an early stage of the preparation of details of their development on Party Wall matter.

4. NR accepts no liability in respect of noise and vibration. Developer should undertake his own investigations to establish any level of noise and vibration likely to originate from the operational of the railway, and design their mitigation measures accordingly.
5. All works, both temporary and permanent, should be designed and constructed so that they will have no influence on the stability of NR's structures and adjoining land.
6. Vibro-compaction will not be permitted, especially in the vicinity of structures, embankments or cutting slopes.
7. NR advise that the use of bored, cast in-situ reinforced concrete piles are recommended. Normally these have no detrimental vibration effects during construction.
8. All structures should be situated at a minimum distance of two metres from NR's boundary fence and at a sufficient distance to enable construction to proceed without, in the NR Engineer's opinion, the risk of affecting the normal and safe running of the railway. This clearance will also enable construction and maintenance to proceed without the need to enter on to NR's property. Please note that unless previous safety protection has been arranged, access on to NR property will not be permitted for any activity associated with any works.
9. All new construction should be sufficiently clear to the boundary, and all foundations should be designed such that they do not impose any surcharge on railway cutting slopes or structures. In addition, it should be borne in mind that cutting slopes could be subject to erosion through the effects of weathering, and all new construction should be at a sufficient distance from the slope to take this into account. At no time should an embankment supporting the railway be cut into or built upon.
10. NR reserves the right to request the screening of any light, including vehicular lights and light reflected by building cladding, which may interfere with the sighting of signalling apparatus and/or train drivers' vision on approaching trains. Large areas of Red or Green cladding or painted structure that face on to the railway could affect the sighting of track signals. Large areas of reflective cladding or mirror type glazing could affect the sighting of track signals in the vicinity of the Railway.
11. Any scaffold which is to be constructed adjacent to the railway must be erected in such a manner that at no time will any poles over-sail or fall onto the railway. Black protective netting around the scaffold may need to be installed. A Method Statement for constructing and dismantling the scaffold will need to be provided for acceptance. Scaffolding may need to be erected under a track closure (possession) of the railway because of the dangers to trains and from the electrified conductor rail. A minimum of sixteen weeks notice is required for shared possessions and thirty two weeks for sole possessions to arrange any possessions of the track.
12. Any cranes or other plant to be used on site must be positioned and operate in such a way that, in the event of mishandling or failure of any part of the equipment or subsidence of the ground supporting the equipment, they will not move or fall within three metres of the nearest rail. Their loads or jibs should not under any circumstances over-sail NR's property.

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13. Full details of any tower cranes to be used on site should be submitted for approval, together with a plan showing the relevant jib radii. The cranes (and any other plant) must be positioned in such a way that in the event of mishandling or failure of any part of the equipment or subsidence of the ground supporting the equipment, they will not move or fall within three metres of the nearest rail. Their loads or jibs should not under any circumstances over-sail NR's property. A Method Statement must be prepared for NR's approval, it may be necessary to down-rate the crane capacity by 25% to reduce the risk of failure.
14. All costs incurred by NR in connection with the Works should be reimbursed by the Developer. NR will require the Developer to enter into an Asset Protection Agreement with NR and either place a purchase order or make payment before work commences if called upon to do so.
15. NR requires to be advised of the geotechnical information regarding the site and be assured that whatever construction method is used is suitable. Written confirmation is required stating that the integrity of the railway formation or structures will not be impaired by excavation, piling or other construction methods.
16. Details of excavations for foundations, etc., within 15 metres of NR boundary are to be submitted to SAPE for prior approval. Excavations are not to affect the structural integrity of Network Rail's formation or structures. Stability calculations will be required to prove this where necessary. Calculations to be supported by independent design check certification and supporting geological information.
17. There is to be no dewatering adjacent to or under NR property or structures unless it is unavoidable, in which case the following is required:-

a. Settlement and stability calculations for the railway corridor for all stages of construction/dewatering.
b. Calculations to be supported by independent design check certification.
c. Monitoring of ground and track levels is to be carried out regularly while dewatering is taking place and for at least 2 weeks after it ceases.

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Ref: AWDM/1267/16

TOWN AND COUNTRY PLANNING ACT 1990
TOWN AND COUNTRY PLANNING (GENERAL PERMITTED DEVELOPMENT) (AMENDMENT) (ENGLAND) ORDER 2015

YOUR ATTENTION IS DIRECTED TO THE FOLLOWING NOTES FROM THE ABOVE ORDER. THEY ARE FOR INFORMATION ONLY AND DO NOT PRETEND TO SET OUT THE WHOLE OF THE LAW ON THE SUBJECT. IT WOULD BE WELL FOR YOU TO CONSULT YOUR SOLICITOR IF YOU ARE IN ANY DOUBT

Appeals to the Secretary of State

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

2. If you want to appeal, then you must do so within six months, 12 weeks for a minor commercial (shop front) of the date of this notice Appeals must be made using a form which you can get from the Secretary of State online at https://acp.planninginspectorate.gov.uk or at Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN (Tel: 0303 444 5000)

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

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

5 In practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based their decision on a direction given by him

Purchase Notices

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

7. In these circumstances, the owner may serve a purchase notice on the District Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Planning Act 1990

8. Further correspondence about this application should quote the reference number at the top right hand corner of the form.

9. Where this notice conveys approval or permission, conditional or unconditional, please note that the decision given does not purport to convey any consent or approval which may be required under the Building Act and Building Regulations, or any other legislation

Reduced time for making a planning appeal where enforcement action is being taken

Where an enforcement notice has been served in relation to the same, or substantially the same, development as in the planning application no earlier than 2 years before the date the application was made, the period for receiving a planning appeal is within 28 days of the date on the planning application decision notice or of the date by which the LPA should have decided the application.

Cont.../

However, the LPA may formally decline to determine a retrospective planning application for permission for any development contained within a pre-existing enforcement notice served on or after 6 April 2012, where that notice was issued before the application was received by the LPA (see above) There is no right to make a planning appeal in such circumstances

Where an enforcement notice was served in relation to the same, or substantially the same, development after the decision notice on the application was issued or after the end of the period the LPA had to determine the application, the period for receiving a planning appeal is within 28 days of the date the enforcement notice was served (unless this would extend the period beyond the normal 12 weeks or 6 months deadline)

DRAFT

Land Registry Official copy of title plan

Title number **SX15134**
Ordnance Survey map reference **TQ2105SE**
Scale **1:1250**
Administrative area **West Sussex : Adur**

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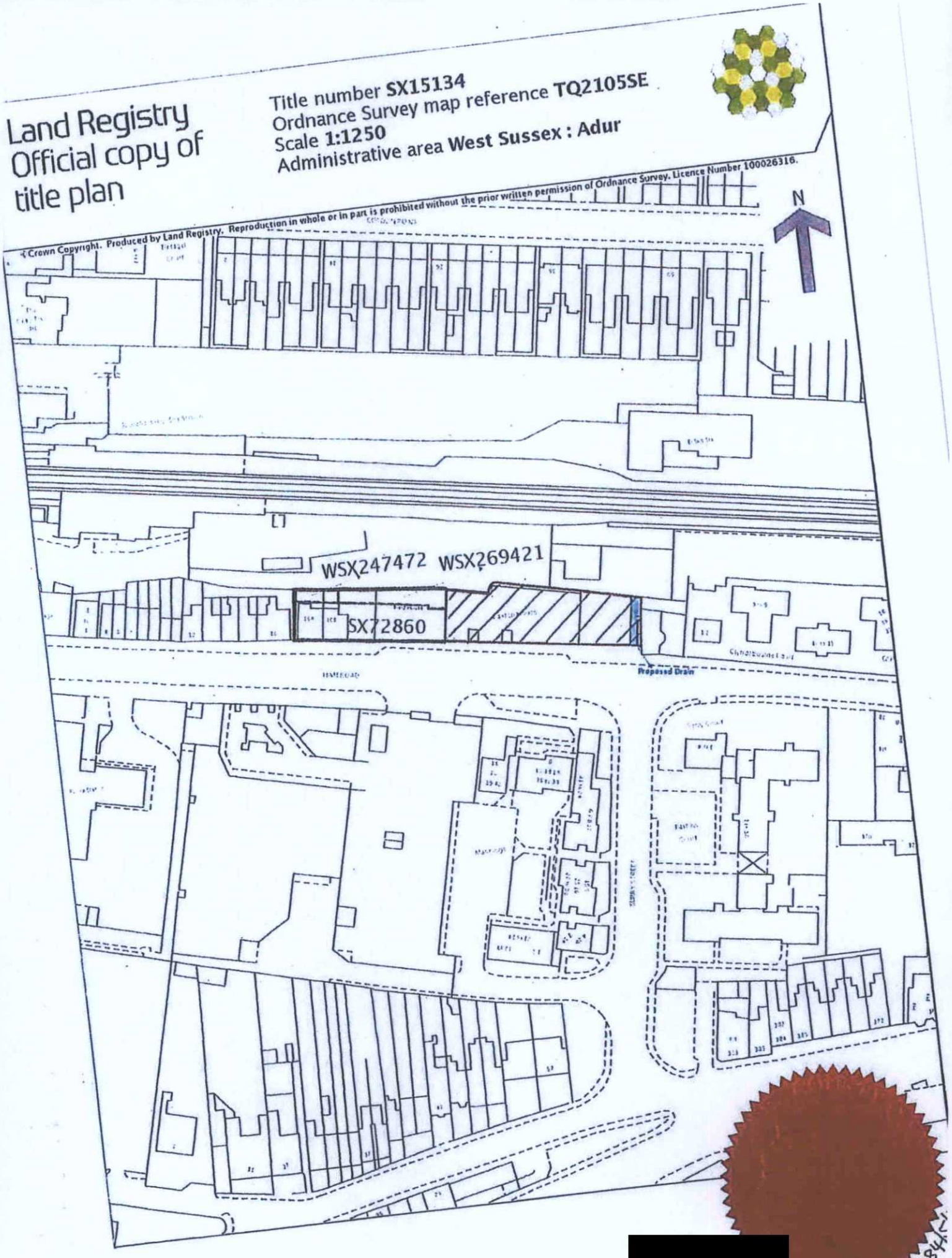

THE THIRD SCHEDULE
The Owner's Covenants

1. The Owner hereby covenants with the Council that upon completion of this Agreement it will pay to the Council the Council's Contributions being:
   1.1 Primary Education – Twelve thousand nine hundred and sixty pounds (£12,960);
   1.2 Secondary Education – Thirteen thousand nine hundred and forty eight pounds (£13,948);
   1.3 Sixth Form Education – Three thousand two hundred and sixty seven pounds (£3,267);
   1.4 Libraries – Four thousand two hundred and thirteen pounds (£4,213); and
   1.5 Fire and Rescue – Three hundred and forty three pounds (£343)
   all such sums to be indexed if appropriate in accordance with Clause 10 of this Agreement

THE FOURTH SCHEDULE
The Council's Covenants

1. The Council hereby covenants with the owner as follows:

1.1. To expend the Primary Education Contribution together with any interest accruing thereon towards additional equipment at Swiss Gardens Primary School;

1.2. To expend the Secondary Education Contribution together with any interest accruing thereon towards additional equipment at The Shoreham Academy;

1.3. To expend the Sixth Form Contribution together with any interest accruing thereon towards additional equipment at The Shoreham Academy's Sixth form Department;

1.4. To expend the Library Contribution together with any interest accruing thereon on providing additional stock at Shoreham Library; and

1.5. To expend the Fire and Rescue Contribution towards the supply and installation of smoke alarms to vulnerable persons' homes in the Shoreham area.

1.6.If or to the extent the Council Contributions shall not have been spent within 10 (ten) years of receipt of the respective contributions the County Council shall on such date refund to the party that paid the contributions any unexpended sum together with interest thereon from the date of receipt of the relevant contribution to the date of repayment at the base rate of the Bank of England applicable from time to time calculated on a day to day basis

1.7.If at the date referred to in paragraph 1.6 the County Council shall have entered into a contract or other legally binding obligation to expend the County Contributions or part thereof for the purposes specified in paragraphs 1.1,1.2, 1.3, 1.4, 1.5 and 1.6 of this Schedule then the County Council shall not be required to refund any part of the County Contribution required for that purpose but shall as soon as possible following the completion of the said contract or other legally binding commitment refund any unexpended part of the said contribution in the manner set out in paragraph1.6 hereof

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

Executed as a DEED by

SERVICE PUBLICATIONS LIMITED

Acting by

[redacted] ..... Director

in the presence of:

Witness Signature: [redacted] .....

Witness Name: MR SIMON SLOOLE

Witness Address: 147 REDEHALL ROAD

BURSTOW

SURREY RH6 9RJ

Witness Occupation: MANAGER.

Executed as a Deed by)
WEST SUSSEX COUNTY COUNCIL)
By the affixing of its Common Seal)
In the presence of:)



[redacted]

.....

Authorised Signatory