ADC/0099/08 (57)

DATED 3rd February 2009

(1) BERKELEY HOMES (SOUTHERN) LIMITED

and

(2) SOUTH EAST ENGLAND DEVELOPMENT AGENCY

and

(3) ADUR DISTRICT COUNCIL

and

(4) WEST SUSSEX COUNTY COUNCIL

AGREEMENT BY DEED

Under Section 106 of the
Town and Country Planning Act 1990 (as amended)
relating to land at 121 – 123 High Street and
Little High Street Shoreham-by-Sea

WE CERTIFY THIS TO BE A TRUE COPY
OF THE ORIGINAL

[redacted]

DEIBEL & ALLEN
KEASLEY HOUSE, 10 FRANKLIN ROAD
PORTSLADE, EAST SUSSEX. BN41 1DL

THIS AGREEMENT is made the 3rd day of February 2008 9
BY

(1) **BERKELEY HOMES (SOUTHERN) LIMITED** (company registration number 01454061) whose registered office is at 19 Portsmouth Road, Cobham, Surrey KT11 1JG ("the First Owner")

(2) **SOUTH EAST ENGLAND DEVELOPMENT AGENCY** of SEEDA Headquarters Cross Lanes Guildford Surrey GU1 1YA ("the Second Owner")

(3) **ADUR DISTRICT COUNCIL** of Civic Centre Ham Road Shoreham by Sea BN43 6PR ("the District Council")

(4) **WEST SUSSEX COUNTY COUNCIL** of County Hall Chichester West Sussex PO19 1RQ ("the County Council")

WHEREAS

(1) The First Owner is the registered proprietor with Title Absolute of land registered at Land Registry under Title Number WSX98098 ("the First Property")

(2) The Second Owner is the registered proprietor with Title Absolute of land registered at Land Registry under Title Number WSX271052 ("the Second Property")

(3) The entirety of the First Property together with part of the Second Property collectively comprise the Land (as later herein defined)

(4) 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

(5) The County Council is the strategic planning authority and the Highway Authority and is responsible for the provision of library and fire infrastructure in the area in which the Land is situated

(6) On the 12th day of February 2008 the First Owner and the Second Owner (together "the Developer") jointly submitted to the District Council an application for planning permission under Reference ADC/0099/08 ("the Application") in respect of the Land for the mixed use redevelopment of the Land comprising 53 apartments (24 two-bedroom, 20 one-bedroom and 9 studio apartments) over 3 and 4 storeys, 267 square metres of groundfloor office space, 559 square metres of ground floor restaurant, 245 metres of ground floor retail with ancillary parking ("the Development") Square (DA for Berkeley Homes & Seeda) MAH

[redacted]

(7) The District Council is minded to grant a Planning Permission for the Development subject to the conditions and obligations contained in this Agreement together with any conditions to which the planning permission is expressed to be subject

(8) The Developer has agreed to enter into this Agreement to give the following obligations in the manner hereinafter appearing

NOW THIS DEED WITNESSETH as follows:

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 Units**" means the 16 dwellings to be acquired or managed by an RSL on the Land contained within the building edged and hatched red on Plan 2, Plan 3 and Plan 4, Plan 5 ~~and Plan 6~~ respectively and Affordable Housing Unit shall be construed accordingly

"**Affordable Housing**" means subsidized housing for rent or sale that will be available to persons who cannot afford to rent or buy houses generally available on the open market and includes Shared Ownership Leases

"**Air Quality Monitoring Contribution**" means the financial contribution for monitoring air quality in the area in which the Land is situated such sum as is set out in clause 7.3 to this Agreement

"**All Requisite Consents**" means all requisite consents, orders, agreements, authorisations, licences and permissions required to implement a Scheme;

"**Commencement of the Development**" means the carrying out of a material operation pursuant to the Application as defined in Section 56 (4) of the Act and all references to commencement shall be construed accordingly

"**Commencement Date**" means the date on which the Commencement of the Development is to begin

"**Commencement Notice**" means written notice of the Commencement of the Development to be given in accordance with clause 6.3 of this Deed.

"**Commercial Unit**" means any or all of the commercial units approved by the Planning Permission

"**the Contributions**" means financial contributions as set out in clause 7 of this Agreement which are the Air Quality Monitory Contribution the Library Contribution the Fire and Rescue Service Contribution and the Total Access Demand Contribution

"**Dwellings**" means any or all of the residential units approved by the Planning Permission and Dwelling shall be construed accordingly

"**Fire and Rescue Services Contribution**" means the sum paid in accordance with clause 7.2 of this Agreement being a contribution towards the provision

of fire service infrastructure (excluding fire hydrants) in the vicinity of the Land to serve the additional needs of the community generated by the Development

"**Interest Rate**" means the rate of 4% above base rate from time to time of ~~HSBC Bank Plc~~ applicable at the date the relevant contribution under this Agreement is paid

"**the Land**" means the whole of the First Property together with part of the Second Property together shown on Plan 1 edged red

"**Library Contribution**" means the sum paid in accordance clause 7.1 of this Agreement being a financial contribution towards the provision of additional library infrastructure required to accommodate the extra demands for library services that would be generated by the Development

"**Occupation**" means beneficial occupation for any use for which the Development was designed other than occupation for the purposes of construction or fitting out

"**Open Market Units**" means the residential units forming part of the Development but not including the Affordable Housing Units

"**Plan 1**" means the plan numbered 1 annexed hereto

"**Plan 2**" means the plan numbered 2 annexed hereto

"**Plan 3**" means the plan numbered 3 annexed hereto

"**Plan 4**" means the plan numbered 4 annexed hereto

"**Plan 5**" means the plan numbered 5 annexed hereto

~~"Plan 6" means the plan numbered 6 annexed hereto~~

"**Planning Authorities**" means the District Council and the County Council

"**Planning Obligations**" means the obligations, conditions and stipulations set out in clauses 6, 7, 8 and 9 of this Agreement

"**Planning Permission**" means planning permission for the Development granted pursuant to the Application

"**Registered Social landlord**" means a Housing Association, or any other social landlord within the meaning of and registered in accordance with the provisions of Part 1 of the Housing Act 1996 or other affordable housing provider approved by the Council

"**Scheme**" means a scheme or schemes identified in the document entitled 'Highways and Transport Proposed Schemes to be Progressed if Developer

Funding is Secured' approved by the County Council or any other scheme which will improve access between the Land and local amenities (to include housing, jobs, shops, schools, leisure and other services)

"Shared Ownership Lease" means a lease of any of the Affordable Housing Units by the RSL

"Total Access Demand Contribution" means the contribution payable in accordance with clause 7.4 of this Agreement which is calculated in accordance with the Total Access Demand Methodology

"Total Access Demand Methodology" means the methodology developed by the County Council and adopted by the District Council which requires contribution towards the cost of infrastructure and other measures that are necessary to mitigate the impact of development

"Travel Plan" means a plan to link closely with the transport assessment for the purposes of reducing the predicted 12-hour weekday vehicle flow, which was highlighted in the transport assessment using TRICS by 15% within 5 years of initial occupation and produced in accordance with the measures set out at clause 9 of this Agreement

2. INTERPRETATION

2.1 Except where the context renders it absurd or impossible every reference to any party to this Agreement shall include the successors to the statutory functions of such party, its or their successors in title, assigns and personal representatives and any other party deriving title from the Developer by and against whom this Agreement shall be enforceable as if they had been originally named as parties and for the avoidance of doubt the provisions of this Agreement shall be enforceable against an RSL if an RSL becomes a successor in title to the Land notwithstanding the provisions of clause 5 herein.

2.2 In this Agreement

2.2.1 words expressed in any gender shall where the context so requires or permits include any other gender

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

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

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

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

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

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

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

2.2.6 the effect of all obligations affecting the Developer under this Agreement is cumulative and no obligation shall be limited or modified by any other obligations unless there is in this Agreement an express limitation or modification

2.3 The planning obligations set out in clauses 6, 7, 8 and 9 of this Agreement are conditional upon the grant of Planning Permission for the Development and therefore if Planning Permission for the Development is not granted or is revoked this Deed shall cease to have effect immediately

3. STATUTORY PROVISIONS

This Agreement is made pursuant to Section 106 of the Act Section 111 of the Local Government Act 1972 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 Developer to the intent that it shall bind the Developer its successors in title to each and every part of the Land and its assigns but only from date the of Commencement of the Development

4. LIMIT OF LIABILITY

The First Owner or the Second Owner shall not be liable for any breaches of the obligations contained in this Agreement after it has parted with their respective interest in the Land or the relevant part of it (in so far as the First Owner or the Second Owner is concerned respectively) but without prejudice to the liability of the First Owner or the Second Owner or such successor for any breach subsisting prior to parting with their respective interest

5. EXCLUSIONS OF LIABILITY

The obligations in this Agreement shall not be binding upon or enforceable against:-

5.1 Any mortgagee of an RSL or any Receiver appointed by such mortgagee or any person deriving title through any such mortgagee or receiver

5.2 Any person to whom an RSL grants a Shared Ownership Lease or any successor in title to any such person

5.3 A tenant exercising any right to acquire under a purchase grant scheme or right to buy or similar right conferred by statute or any successor in title to such person

5.4 Any mortgagee of any tenant or person to whom an RSL grants a Shared Ownership Lease or any receiver appointed by such mortgagee or any person deriving title to any such mortgagee or receiver

5.5 Any person by whom by virtue of the terms of a Shared Ownership Lease of an Affordable Housing Unit is granted or has transferred to such a person either a reversionary interest of a new lease in such Affordable Housing Unit pursuant to the terms of a Shared Ownership Lease

5.6 Any RSL otherwise than in accordance with clauses 2.1 and 8.1

5.7 Any statutory undertaker or other person who acquires any part of the Land or interest therein for the purpose of supply of electricity, gas, water, drainage, telecommunication services or public transport services, or

5.8 The owners or occupiers of the first 50% of the Open Market Units to be let or occupied or any mortgagee of any such person and (with effect from the date that the Affordable Housing Units have been constructed and transferred to or let to an RSL) the owners or occupiers of the remaining units forming the Development or any mortgagee of such person

6. DEVELOPERS' OBLIGATIONS

The Developer jointly and severally covenants with the District Council and the County Council (as the case may be):

6.1 to pay the Contributions in accordance with clause 7 of this Agreement and in accordance with the timescales therein

6.2 to comply fully with and to perform the obligations contained in clauses 7, 8 and 9 of this Agreement in accordance with the timescales therein

6.3 to give the Commencement Notice to the District Council not less than 14 days before the Commencement Date

The Developer covenants with the District Council that they will manage the associated car parking for the Development in accordance with a management scheme which shall be submitted to and approved by the District Council

7. CONTRIBUTIONS

7.1 To pay to the County Council on or before the Commencement Date the Library Contribution and not to cause or allow Occupation of any of the Dwellings to occur before the Library Contribution shall have been paid

7.1.1 The Library Contribution shall be the sum of Five Thousand Seven Hundred and Fifty Three Pounds (£5,753) increased by an amount equal to the proportionate increase 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 the Library Contribution

7.1.2 If the Library Contribution is not paid to the County Council on or before the Commencement Date to pay to the County Council in addition interest at the Interest Rate from the Commencement Date until the actual date of payment and any such interest shall be treated as part of the Library Contribution

7.2 To pay to the County Council on or before the Commencement Date the Fire and Rescue Service Contribution and not to cause or allow Occupation of any of the Dwellings to occur before the Fire and Rescue Service Contribution shall have been paid

7.2.1 The Fire and Rescue Service Contribution shall be the sum of Six Hundred and Forty Three Pounds (£643) increased by an amount equal to the proportionate increase 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 the Fire and Rescue Service Contribution

7.2.2 If the Fire and Rescue Service Contribution is not paid to the County Council on or before the Commencement Date to pay to the County Council in addition interest at the Interest Rate from the Commencement Date until the actual date of payment and any such interest shall be treated as part of the Fire and Rescue Service Contribution

7.3 To pay to the District Council on or before the Commencement Date the sum of FIVE THOUSAND POUNDS (£5,000.00) as the Air Quality Monitory Contribution

7.4 To pay to the County Council on or before the Commencement Date the Total Access Demand Contribution and not to cause or allow

Occupation of any of the Dwellings to occur before the Total Access Demand Contribution shall have been paid

7.4.1 The Total Access Demand Contribution shall be the sum of Seventy Nine Thousand Five Hundred and Eighty Six Pounds (£79,586) Pounds increased by an amount equal to the proportionate increase 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 the Total Access Demand Contribution

7.4.2 If the Total Access Demand Contribution is not paid to the County Council on or before the Commencement Date to pay to the County Council in addition interest at the Interest Rate from the Commencement Date until the actual date of payment and any such interest shall be treated as part of the Total Access Demand Contribution

7.4.3 It is acknowledged for the avoidance of doubt and without prejudice to the above that the County Council is authorised to apply the Total Access Demand Contribution to compensate it for all work done by the County Council's employees, servants, agents or contractors (in all cases at fair and proper rates) in discharging its obligations under this Agreement including, without limitation, the processing and obtaining of All Requisite Consents and the supervision and design of the implementation of a Scheme and any necessary advertisements

8. AFFORDABLE HOUSING PROVISION

8.1 The Developer undertakes to the District Council not to occupy or cause permit or suffer the occupation of more than 50% of the Open Market Units (PROVIDED THAT where any such percentage does not result in a whole number then the number should be rounded down) until such time as the Affordable Housing Units have been constructed and transferred or let to an RSL

8.2 The Developer shall notify the District Council in writing of the address of the first of the 50% of the Open Market Units to be let or occupied within 7 days of the date which the first of the Open Market Units have been occupied or let

8.3 If the Developer fails to notify the District Council in accordance with Clause 8.2 the Developer shall not occupy or cause permit of suffer the occupation of any further Open Market Units until it does notify the Council in accordance with clause 6.2 PROVIDED ALWAYS THAT this clause 8.3 shall not apply if on or before the date on which the first of the 50% of the Open Market Units have been occupied or let the

Affordable Housing Units have been constructed and transferred or let to an RSL

8.4 The Developer undertakes not to use or cause permit or suffer the use of the Affordable Housing Units except for the purposes of Affordable Housing

9. TRAVEL PLAN

9.1 Prior to Occupation of any of the Dwellings on the Land to submit to and obtain the written approval (not to be unreasonably withheld or delayed) of the County Council of a Travel Plan in accordance with the provisions of clause 9.4 of this Agreement

9.2 To implement the Travel Plan approved by the County Council (the "Approved Travel Plan") prior to Occupation of any of the Dwellings on the Land

9.3 To implement the Approved Travel Plan for a period of not less than 5 years after Occupation of all of the Dwellings on the Land

9.4 The Travel Plan shall be developed in accordance with the Department for Transport Guidance document "Making Travel Plans Work Good Practice for New Development (October 2005)" and shall include:

9.4.1 The appointment of a travel plan co-ordinator

9.4.2 Multi modal TRICS surveys to be conducted on an annual basis for a period of not less than 5 years after initial occupation

9.4.3 Such multi modal surveys to be conducted by an approved TRICS enumerating company in accordance with standard assessment methodology

9.4.4 An annual monitoring report to be submitted to the County Council to highlight progress towards the target and any remedial actions required

9.4.5 Payment of £100 per Dwelling towards bike purchase/bus travel amounting to a total of £5,300.

10 WAIVER

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

11 FUTURE PERMISSIONS

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

12 ARBITRATION

Any dispute or difference arising between the parties with regard to their respective rights and obligations as to any matter or thing arising out of or connected with this Agreement shall be referred to the decision of a single arbitrator to be agreed by the parties or failing agreement between them to be nominated on application by any party by the President for the time being of the Royal Institution of Chartered Surveyors and any such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1996 or any statutory modification or re-enactment for the time being in force

13 SEVERANCE

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

14 APPROVALS

Any approval agreement or consent by the District Council or the County Council required to be obtained in connection with this Agreement shall not be unreasonably withheld or delayed

15. INTEREST IN THE LAND

The Developer warrants to the District 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 Developer has any interest legal or equitable in the Land

16. NOTICE

16.1 The Commencement Notice required by clause 6.3 of this Agreement shall be in writing and addressed to the Executive Head of Planning Regeneration and Wellbeing of the District Council at the address of the District Council given herein and to the Head of Legal Services of the County Council at the address of the County Council given herein

16.2 The Commencement Notice 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:

16.2.1 by first class post deemed served two working days after posting

16.2.2 by second class post deemed served three working days after posting

16.2.3 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

16.2.4 by facsimile at the time of successful transmission

17 COUNCIL'S OBLIGATIONS

17.1 The District Council covenants to utilise the contributions paid by the Developer in compliance with the terms of this Agreement within 5 years from the date hereof towards the provision of services relating to each contribution within the area in which the Land is situated.

17.2 If or to the extent that any of the Contributions not being utilised by the dated referred to in clause 12.1 the District Council shall on such date refund the Developer such sums not utilised together with interest on such sums from the date of receipt by the District Council of the respective payment to the date of the refund.

18 COUNTY COUNCIL'S OBLIGATIONS

18.1 The County Council hereby covenant as follows:

18.1.1 that following receipt of any payment to the County Council pursuant to this Agreement identified in column 1 of the following table it shall hold the same in a separately identified interest bearing section of the County Council's combined accounts and thereafter only apply the same and any interest earned thereon towards the objects identified in the corresponding column 2 of the following table and for no other purpose

COLUMN 1 – THE PAYMENTS	COLUMN 2 – OBJECTS TO WHICH PAYMENT SHALL BE APPLIED
Library Contribution	To apply the Library Contribution towards the provision of additional library facilities at a library serving the vicinity of the Land
Fire and Rescue Service Contribution	To apply the Fire and Rescue Service Contribution towards the provision of fire service infrastructure in the vicinity of the Land
Total Access Demand Contribution	To apply the Total Access Demand Contribution towards a Scheme in the vicinity of the Land

18.1.2 That upon written request within ten years of the date of receipt of any payment to the County Council pursuant to this Agreement identified in column 1 of the preceding table to issue to the party that paid the said payment an account certified by the County Treasurer for the time being of the County Council detailing how the said payments have been expended by the County Council

18.1.3 If or to the extent that the said payment shall not have been spent by the County Council at the end of the period referred to in sub-clause 18.1.2 above the County Council shall on such date refund to the party from whom it was received any unexpended part thereof together with compound interest on the unexpended part from the date of receipt by the County Council of the said payment to the date of repayment by the County Council of the said payment to the date of repayment at the base lending rate of the ~~HSBC Bank Plc~~ Bank of England applicable at the date of repayment calculated on a day to day basis

18.1.4 If at the end of the period referred to in paragraph 18.1.2 above the County Council shall have entered into a contract or other legally binding obligation to expend the said payment or parts thereof for the purposes specified in the preceding table above then the County Council shall not be required to refund any part of the said payment required for that purpose but shall as soon as possible following completion of the said contract or other legally binding commitment account to the party that paid the said payment in the manner set out in sub-clause 18.1.2 above and refund any unexpended part of the said payment in the manner set out in sub-clause 18.1.3 above

[redacted]

19. 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

20. REGISTRATION

The Developer acknowledges that this Agreement shall be registered by the District Council in the District Council's Register of Local Land Charges

21. IT IS AGREED AND DECLARED that: -

(a) The parties to this Agreement shall not be bound to perform any of its provisions until the Planning Permission pursuant to the Application is granted

save that the Developer shall be bound to pay the costs as provided in clause (c) below

(b) This Agreement shall not constitute the grant of Planning Permission

(c) The Developer shall pay the District Council's reasonable legal costs incurred in preparing and agreeing this Agreement and the Developer shall to the District Council's costs in monitoring this Agreement and the Developer shall pay the County Council's reasonable legal costs incurred in preparing and agreeing this Agreement

(d) This Agreement is enforceable by the District Council and the County Council

(e) This Agreement constitutes a Deed

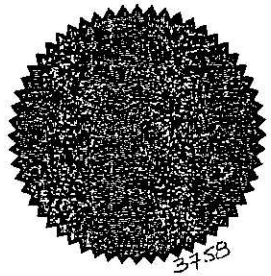
(f) The Developer agrees with the District Council to pay interest on the sums due to the District Council under this Agreement but not paid on the Commencement Date until actual payment at 4% above the base-lending rate of HSBC Bank plc applicable at the date the payment is received

(g) This Agreement shall be governed by and construed in accordance with the Laws of England and each of the parties hereby submits to the exclusive jurisdiction of the English Courts

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

Executed as a Deed by
BERKELEY HOMES (SOUTH) LIMITED
acting by two directors or a director and a Secret

[redacted]

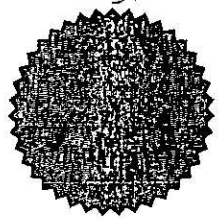


Signed as a Deed by)
SOUTH EAST ENGLAND)
DEVELOPMENT AGENCY)
by

( ) Authorised Signatory

Authorised Signatory

[redacted]



The Common Seal of)
ADUR DISTRICT COUNCIL)
was hereunto affixed in the presence of:)

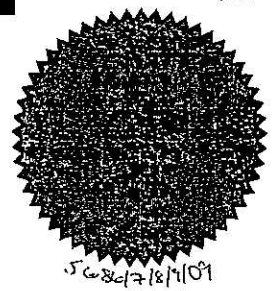
Authorised Signatory

Authorised Signatory

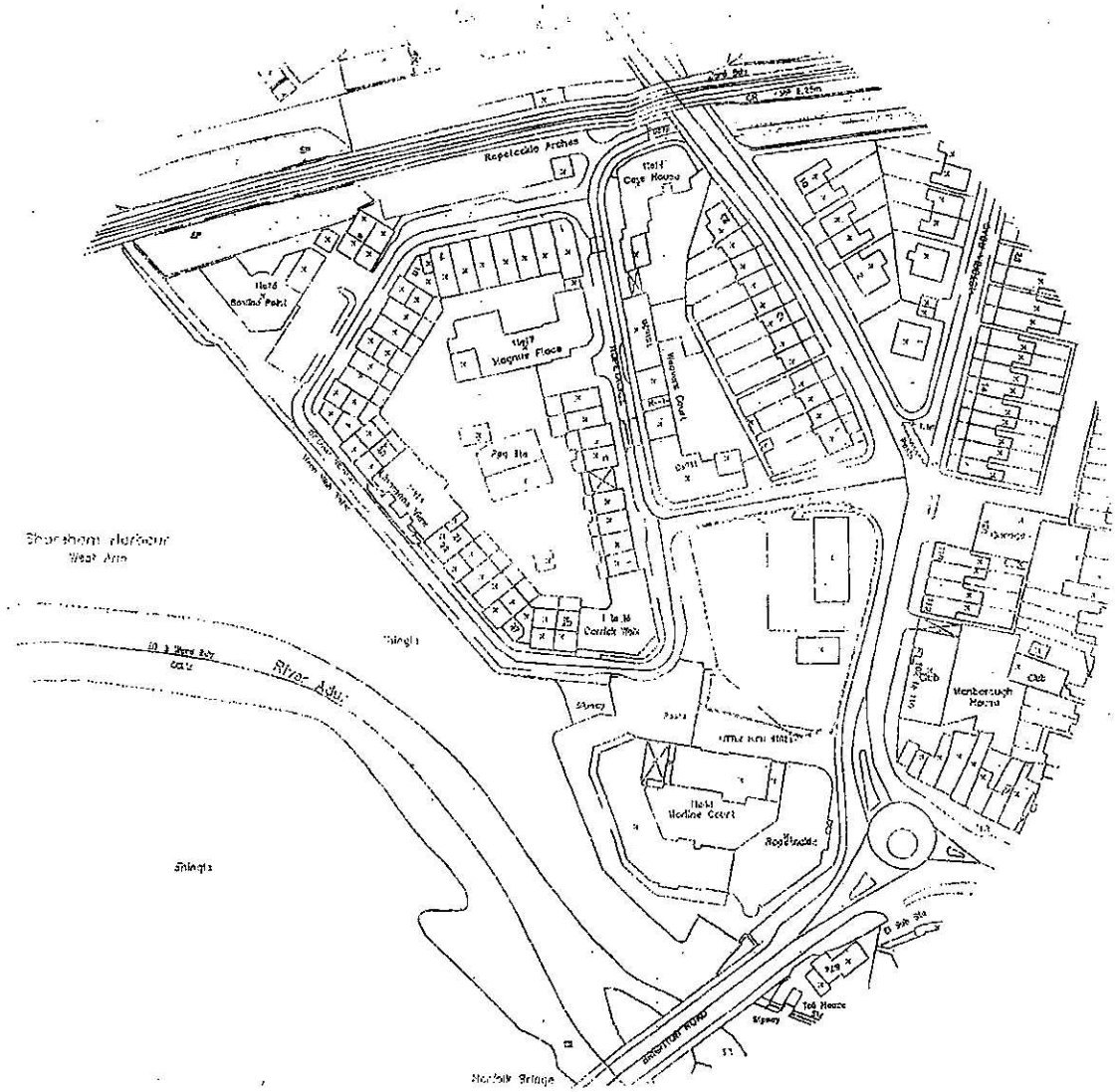
[redacted]

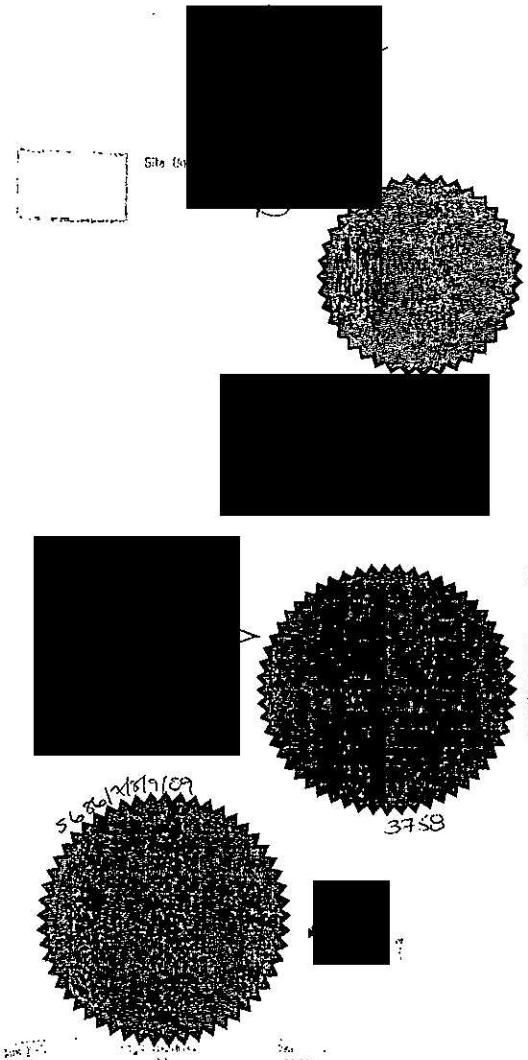
The Common Seal of)
WEST SUSSEX COUNTY COUNCIL)
was hereunto affixed in the presence of:)

[redacted]
Authorised Signatory



Plan 1

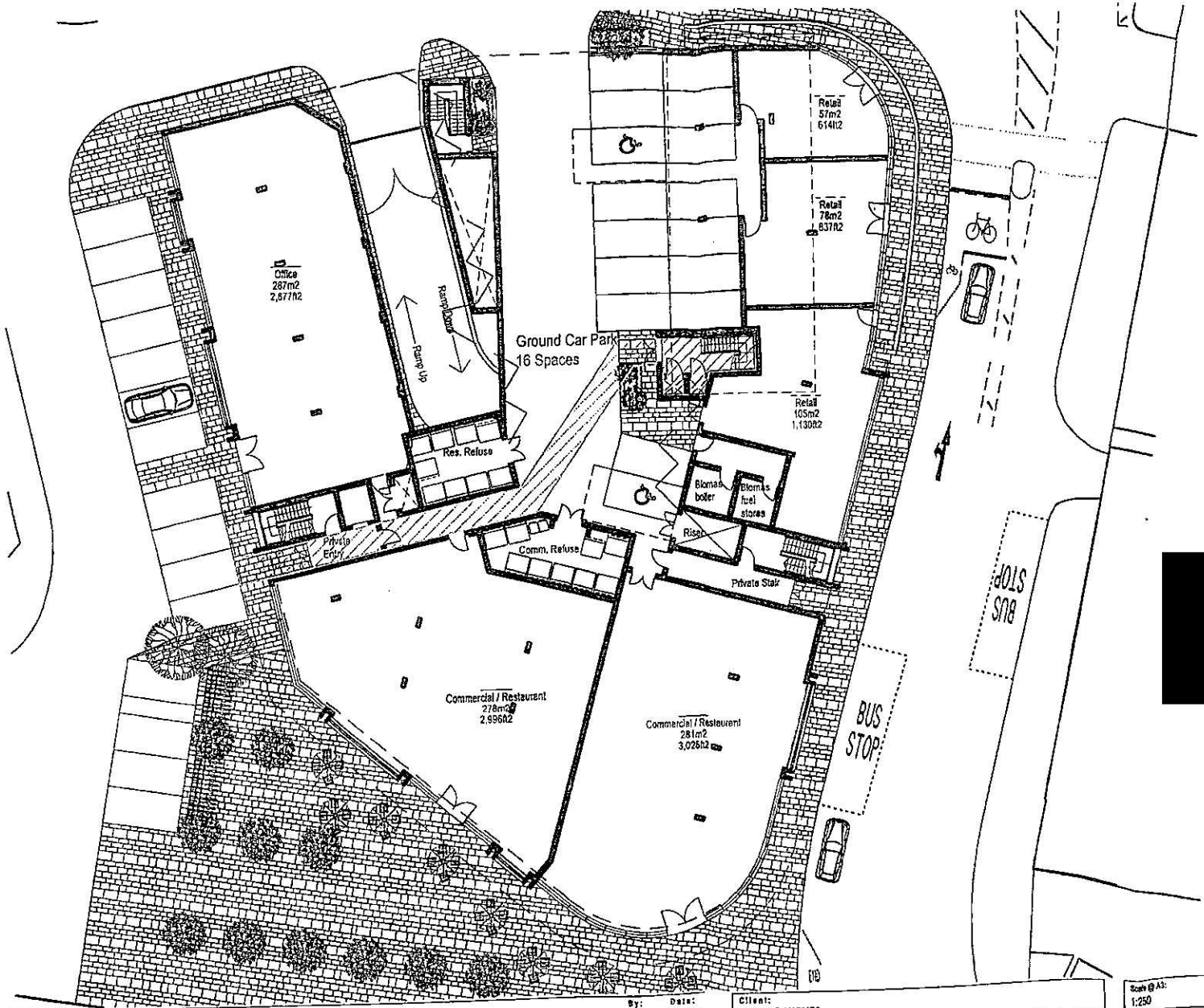




SERKELEY HOMES

PLAN 1 SECTION 106

PLAN 2



KEY:

AFFORDABLE OWNERSHIP TO INTERNAL FINISH OF EXTERNAL WALL. BERKELEY TO RETAIN OWNERSHIP OF FACADES.

JULIETTE BALCONY ACCESS RIGHT.

SAFE ESCAPE ROUTE IN CASE OF FLOODING.

[redacted]

[redacted]

[redacted]

[redacted]

3758

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Revisions:
A. General update

By: GF
Date: 01.08

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Client:
BERKELEY HOMES

Project:
BATTLE FLATS

Drawing Title:
GROUND FLOOR PLAN SHOWING AFFORDABLE HOUSING AREA

Scale @ A3:	Project Co-Ordinator:		Date:
1:250	GF		0108
Job No:	Stage:	Drawing No:	Rev:
7609	FE	90-101	A

Construction ☐ Preliminary ☐ Information ☐
Approval ☒ Tender ☐

PRC GROUP

~~PLAN 4~~

PLAN 3.



KEY:

AFFORDABLE OWNERSHIP TO INTERNAL FINISH OF EXTERNAL WALL. BERKELEY TO RETAIN OWNERSHIP OF FACADES.

JULIETTE BALCONY ACCESS RIGHT.

[redacted]

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3758

5686/7/8/9/09

[redacted]

Scale @ A3:	Project Co-Ordinator:		Date:
1:250	GF		0108
Job No:	Stage:	Drawing No:	Rev:
7609	FE	90-102	A

Construction ☐ Preliminary ☐ Information ☐

Approval ☒ Tender ☐

PRC

Client: BERKELEY HOMES

Project: BATTLE FLATS

Drawing Title: FIRST FLOOR PLAN SHOWING AFFORDABLE HOUSING AREA

Revisions: A. General update

By: GF Date: 01.08

Offices: London, Surbiton, Basingstoke, Milton Keynes, Dublin, Cork, Warsaw, Sharpnel

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G:\5222 Repetersk Block B & C\2_Planning\Models\5222_FP01 light walls.dwg

PLAN 4.



KEY:

AFFORDABLE OWNERSHIP TO INTERNAL FINISH OF EXTERNAL WALL. BERKELEY TO RETAIN OWNERSHIP OF FACADES.

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Revisions:	By:	Date:
A. General update	GF	01.08

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Client: BERKELEY HOMES

Project: BATTLE FLATS

Drawing Title: SECOND FLOOR PLAN SHOWING AFFORDABLE HOUSING AREA

Scale @ A3: 1:250	Project Co-Ordinator: GF		Date: 0108
Job No: 7609	Stage: FE	Drawing No: 90-103	Rev: A

Construction ☐ Approval ☒ Preliminary Tender ☐ Information ☐

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~~plan 6~~
PLAN 5.

KEY:

AFFORDABLE OWNERSHIP TO INTERNAL FINISH OF EXTERNAL WALL. BERKELEY TO RETAIN OWNERSHIP OF FACADES.

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Client: BERKELEY HOMES

Project: BATTLE FLATS

Drawing Title: THIRD FLOOR PLAN SHOWING AFFORDABLE HOUSING AREA

Scale @ A3:	Project Co-Ordinator:		Date:
1:250	GF		0108
Job No:	Stage:	Drawing No:	Rev:
7609	FE	90-104	A

Construction ☐ Preliminary Information ☐
Approval ☒ Tender ☐

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