



dated 6 August 2018

~~Adur District Council~~ The District Council of Adur [REDACTED]

and

**West Sussex County Council**

and

**Southern Housing Group Limited**

## **Section 106 Agreement**

in relation to a development of Free Wharf Brighton Road Shoreham-By-Sea West Sussex

Trowers & Hamlins LLP  
3 Bunhill Row  
London  
EC1Y 8YZ  
t +44 (0)20 7423 8000  
f +44 (0)20 7423 8001  
[www.trowers.com](http://www.trowers.com)

**trowers & hamlins**

## **Contents**

|           |  |           |
|-----------|--|-----------|
| <b>1</b>  | <b>Definitions</b>   | <b>1</b>  |
| <b>2</b>  | <b>Construction of this Deed</b>                             | <b>3</b>  |
| <b>3</b>  | <b>Legal basis</b>   | <b>3</b>  |
| <b>4</b>  | <b>Conditionality</b>  | <b>4</b>  |
| <b>5</b>  | <b>The Owner's covenants</b>                                 | <b>4</b>  |
| <b>6</b>  | <b>The Council's covenants</b>                               | <b>4</b>  |
| <b>7</b>  | <b>The County Council's covenants</b>                        | <b>4</b>  |
| <b>8</b>  | <b>Miscellaneous</b>   | <b>4</b>  |
| <b>9</b>  | <b>Mortgagees</b>  | <b>5</b>  |
| <b>10</b> | <b>Waiver</b>  | <b>5</b>  |
| <b>11</b> | <b>Change in ownership</b>                                   | <b>6</b>  |
| <b>12</b> | <b>Index linked</b>  | <b>6</b>  |
| <b>13</b> | <b>Interest</b>  | <b>7</b>  |
| <b>14</b> | <b>VAT</b>   | <b>7</b>  |
| <b>15</b> | <b>Dispute provisions</b>                                    | <b>7</b>  |
| <b>16</b> | <b>Jurisdiction</b>  | <b>7</b>  |
| <b>17</b> | <b>Delivery</b>  | <b>7</b>  |
|           | <b>Schedule 1 - Covenants with the Council</b>               | <b>8</b>  |
|           | <b>Schedule 2 - Covenants with the County Council</b>        | <b>18</b> |
|           | <b>Schedule 3 - Viability Reassessment</b>                   | <b>20</b> |
|           | <b>Schedule 4 - The Council and County Council Covenants</b> | <b>24</b> |
|           | <b>Appendix 1 - Plan</b>                                     | <b>26</b> |
|           | <b>Appendix 2 - Draft Planning Permission</b>                | <b>27</b> |
|           | <b>Appendix 3 - Affordable Housing Plan</b>                  | <b>28</b> |
|           | <b>Appendix 4 - Publicly Accessible Open Space Plan</b>      | <b>29</b> |
|           | <b>Appendix 5 - Viability Reassessment</b>                   | <b>30</b> |



## Agreement

- Dated** 6 August 2018 BBL
- Parties** The District Council of Adur of Worthing Town Hall, Chapel Road, Worthing, West Sussex, BN11 1HA
- (1) ~~Adur District Council of Civic Centre, Ham Road, Shoreham-by-Sea, West Sussex BN43 6PR (the Council)~~
- (2) **West Sussex County Council** of County Hall, West Street, Chichester, West Sussex PO19 1RH (the **County Council**);
- (3) **Southern Housing Group Limited** (a Co-operative and Community Benefit Society registered under number 031055R) whose registered office is at Fleet House, 59-61, Clerkenwell Road, London, EC1M 5LA (the **Owner**);

## Introduction

- (A) The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- (B) The County Council is the local highway authority the county planning authority and the education authority for the area in which the Site is situated.
- (C) The Owner is the freehold owner of that part of the Site registered at the Land Registry under title numbers WSX33120 WSX385161 leasehold owner of part of the Site registered at the Land Registry under title number WSX136872 and is currently purchasing the freehold interest of that part of the Site (currently unregistered) for which it is the leasehold owner.
- (D) The County Council is freehold owner of those parts of the Site registered at the Land Registry under title number WSX340851 which are also highway maintainable at public expense.
- (E) The Owner 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.
- (F) The Council resolved on 22 January 2018 to grant the Planning Permission subject to the prior completion of this Deed.

## Agreed terms

### 1 Definitions

For the purposes of this Deed the following expressions shall have the following meanings in addition to the definitions set out in the Schedules hereto:

**Act** means the Town and Country Planning Act 1990;

**All-In Tender Price Index** means the All-In Tender Price Index published by the Building Costs Information Service of the Royal Institution of Chartered Surveyors or (if such index is at the relevant time no longer published) such other comparable index or basis for indexation as the County Council may specify;



**Application** means the application for outline planning permission submitted to the Council for the Development and allocated reference number AWD/1497/17;

**Commencement of Development** means 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, replacement of the river wall and retaining wall, excavation and levelling works, piling for river moorings, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly;

**Development** means the redevelopment of the Site to provide ten buildings, containing 540 new homes (of which two will be studios, 179 x one bed, 323 x two bed and 38 x three bed), 2,707sqm of commercial floorspace at ground floor level within use classes, A1 (retail), A3 (cafes and restaurants), B1 (business) and D1 (non-residential institutions). The development also includes 512 parking spaces, of which 438 will be for residents and 74 will be for the commercial space/visitors, reconstruction of the river wall, construction of mooring pontoons and observation platform at the end of Humphrey's Gap, provision of a riverside pedestrian/cycle route, areas of semi-private and publicly accessible open space, internal access roads, 596 cycle parking spaces and associated ancillary areas as set out in the Application;

**Dwelling** means 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 12;

**Interest** means interest at 4% per cent above the base lending rate of the Bank of England applicable at the actual date of payment;

**NPPF** means the National Planning Policy Framework published by the Department for Communities and Local Government (March 2012);

**Occupy** means 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 and **Occupied** shall be construed accordingly;

**Plan** means the plan of the Site attached to this Deed at Appendix 1;

**Planning Permission** means the planning permission subject to conditions to be granted by the Council pursuant to the Application, as set out in Appendix 2;

**Practical Completion** means depending on the context of the Deed the substantial completion of any part or the whole of the Development as appropriate such that it is fit for its intended purpose (and, in the case of any highway works, physically completed and available for use by the public) and, free from defects other than minor snagging as confirmed by a certificate of practical completion or sectional practical completion issued



by the Owner's architect or other suitably qualified professional and **Practically Complete** and **Practically Completed** shall be construed accordingly;

**Site** means the land shown edged red on the Plan and registered at the Land Registry under title numbers WSX33120 WSX385161 WSX136872 and WSX340851;

**Specified Date** means the date on which any payment under this Deed becomes due; and

**Supplemental Agreement** means an agreement that is supplemental to this Deed and is made to bind the unregistered freehold title of the land currently which is subject leasehold title WSX136872 so that the obligations and restrictions in this Deed shall also be enforceable against that freehold title.

## 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 title through or under that party and in the case of the Council and County Council the successors to their respective statutory functions.

2.7 The headings and contents list are for reference only and shall 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 and County Council in the case of covenants made with them as local planning authorities against the Owner.



#### **4 Conditionality**

This Deed is conditional upon:

4.1 the grant of the Planning Permission; and

4.2 the Commencement of Development,

save for the provisions of clauses 8.1, 11, 15, 16, and 17 which shall come into effect immediately upon completion of this Deed.

#### **5 The Owner's covenants**

5.1 The Owner covenants with the Council as set out in Schedule 1 and 3.

5.2 The Owner covenants with the County Council as set out in Schedule 2.

5.3 The Owner covenants with the Council and the County Council not to Commence the Development unless and until it has entered into the Supplemental Agreement.

#### **6 The Council's covenants**

The Council covenants with the Owner as set out in Schedule 4.

#### **7 The County Council's covenants**

The County Council covenants with the Owner as set out in Schedule 4.

#### **8 Miscellaneous**

8.1 The Owner shall pay to the Council and County Council on completion of this Deed the reasonable legal costs of the Council and County Council incurred in the negotiation, preparation and execution of this Deed in respect of the Council's costs and the County Council's costs.

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

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

8.4 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council or County 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.

8.5 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 in respect of this Deed.



- 8.6 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.
- 8.7 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.
- 8.8 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.
- 8.9 This Deed shall not be enforceable against owner-occupiers buy to let owners (and their respective mortgagees) or tenants of Dwellings constructed pursuant to the Planning Permission nor against those deriving title from them.
- 8.10 This Deed shall not be enforceable against any statutory undertaker or other person who acquires any part of the Site or interest therein for the purposes of the supply of electricity gas water drainage telecommunication services or public transport services and any management company.
- 8.11 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.
- 8.12 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council and County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.

## 9 **Mortgagees**

It is acknowledged and declared that this Deed has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Deed and that the security of any mortgage or charge over the Site shall take effect subject to this Deed **provided that** the any mortgagee or chargee shall otherwise have no liability under this Deed unless it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

## 10 **Waiver**

No waiver (whether expressed or implied) by the Council or the County 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 the County Council or Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.



11 **Change in ownership**

The Owner agrees with the Council and the County Council to give the Council and County Council immediate 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 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 or the County Council of any change of ownership affecting a completed Dwelling.

12 **Index linked**

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

$$A = (B \times C) \text{ divided by } D$$

Where A is the sum actually payable;

B is the original sum mentioned in this Deed;

C is the General Index of Retail Prices (All items) for the month two months before the Specified Date;

D is the General Index of Retail Prices (All items) for the month two months before the date of this Deed;

C/D is equal to or greater than 1

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

$$A = (B \times C) \text{ divided by } D$$

Where A is the sum actually payable;

B is the original sum mentioned in this Deed;

C is the All-In Tender Price Index for the quarter preceding the Specified Date;

D is the All-In Tender Price Index for the quarter preceding the date of this Deed;

C/D is equal to or greater than 1



13 **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.

14 **VAT**

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

15 **Dispute provisions**

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

15.1 in the case of any difference or dispute arising out of the provisions of paragraph 1 of Schedule 1 (**Affordable Housing**) and Schedule 3 (**Viability Reassessment**) the same shall be referred to an independent Chartered Surveyor of at least 10 (ten) 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;

15.2 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 10 (ten) years' experience in such matters who shall be appointed in default of agreement between the Owner and the Council or the County Council (as the case may be) by the President of the Bar or his deputy; and

15.3 any matter referred to an independent Chartered Surveyor 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 or the County Council (as the case may be) provided that in all cases the expert shall direct the costs be borne by the Owner where the expert considers the Council or the County Council's case (as the case may be) is reasonable.

16 **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.

17 **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.



## Schedule 1

### Covenants with the Council

#### Definitions

**Adur District** means the administrative area of Adur District Council;

**Air Quality Contribution** means the sum of one hundred and thirty eight thousand eight hundred and two pounds (£138,802) to be used by the Council towards air quality monitoring and mitigation measures necessary as a result of the Development in the Shoreham Town Centre Air Quality Management Area;

**Affordable Housing** shall have the same meaning as in Annex 2 of the NPPF being social rented affordable rented and intermediate housing provided to eligible households whose needs are not met on the open market;

**Affordable Housing Land** means that part of the Site on which the Affordable Housing shall be located shown on the Affordable Housing Plan;

**Affordable Housing Plan** means the plan showing the location of the Affordable Housing Units at Appendix 3 or such other plan as may be substituted by agreement in writing between the Council and Owner;

**Affordable Housing Scheme** means a scheme for the Development which specifies:

- (a) the agreed number size tenure and mix of the Affordable Housing Units;
- (b) the location and distribution of the Affordable Housing; and
- (d) the form of Shared Ownership Lease to be used for any disposals of the Shared Ownership Housing.

and which may be amended from time to time with the written approval of the Council;

**Affordable Housing Units** means those Dwellings to be provided on the Affordable Housing Land to be agreed between the Owner and Council;

**Affordable Rented Housing** means affordable housing to be made available by a Registered Provider to households with a Local Connection whose needs are not adequately served by the commercial housing market at rents of up to 80% of the local market rent (including service charges where applicable) and **Affordable Rented Units** and **Affordable Rent** shall be construed accordingly;

**Chargee** means any mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a **Receiver**));



**Energy Centre** means a facility to accommodate high efficiency gas boilers, a combined heat and power (CHP) unit, cold water storage and associated ancillaries where the heat and power is generated to supply a Heat Network;

**Environmental Improvements Contribution** means the sum to be agreed between the Council and Owner (in consultation with the Environment Agency) up to a maximum thirty thousand pounds (£30,000) to be used towards environmental improvement and mitigation measures necessary as a result of the Development in the vicinity of the Site;

**Health (Primary Care Facilities) Contribution** means the maximum sum of two hundred and sixty five thousand five hundred and thirty seven pounds (££265,537) to be used by the Council towards either a replacement or expansion of Harbour View GP Surgery (Shoreham Health Centre) or a new integrated community hub facility within the vicinity of the Site;

**Heat Network** means an energy network identified by the Council to provide heating and hot water more energy efficiently to reduce local carbon emissions in a medium such as hot water or steam, from central sources of production, to multiple buildings or sites across a geographical area;

**Management Company** means a management company which shall be a not for profit organisation and of which each owner of the Dwellings shall be invited to be a member and that is incorporated for the purpose of collecting an income and/or maintenance fees or similar from the owners of the Dwellings and which shall be responsible for the Publicly Accessible Open Space or such other organisation as may be otherwise agreed by the Council in writing;

**Local Connection** means a person that lives or works in the Adur District or in a district adjoining Adur District;

**Market Housing Units** means a Dwelling that is not an Affordable Housing Unit;

**Nomination Rights** means that the Council will have the right to nominate the occupier for 100% of the Affordable Rented Units first lettings of the and 75% of the Affordable Rented Units for subsequent lettings;

**Permitted Closure** means temporary closure or obstruction of the Publicly Accessible Open Space or any part thereof in the following circumstances:

- (a) in the case of emergency where such closure is necessary in the interests of public safety or otherwise for reasons of public safety or at the request of the police or fire service
- (b) for a maximum of one day per year to assert rights of proprietorship preventing public rights from coming into being by means of prescription or any process of law;
- (c) in the interests of public safety generally or for the purposes of maintenance, repair, cleansing, renewal or resurfacing works; and
- (d) with the prior written approval of the Council, for any other reasonable and proper purpose.



**Phase** means a phase of the Development as shown in the Phasing Plan;

**Phasing Plan** means a plan detailing the phases in which the Development will be carried out;

**Protected Tenant** means any tenant:

- (a) who has exercised the right to acquire pursuant to the Housing Act 1996 the Housing and Regeneration Act 2008 the Housing and Planning Act 2016 or any voluntary statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
- (b) who has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
- (c) of a Shared Ownership Housing Unit who has acquired 100% of the equity in that Shared Ownership Housing Unit; or
- (d) who has acquired an Affordable Housing Unit through Social Homebuy funded pursuant to section 19(3) of the Housing and Regeneration Act 2008

**Publicly Accessible Open Space** means the land within the Site laid out as a garden or for the purposes of recreation to be laid out and used by residents or employees at the Development and the public shown indicatively on the plan at Appendix 4;

**Publicly Accessible Open Space Plan** means a plan securing the provision management and maintenance of the Publicly Accessible Open Space showing accessibility for members of the public on foot or by cycle 24 hours per day 364 days a year Provided That the obligation to provide public access shall be deemed not to be breached in the case of any Permitted Closure;

**Registered Provider** means a registered provider of social housing as defined in the Housing and Regeneration Act 2008 who is registered with the Homes and Communities (being the body corporate charged with the functions of regulating the provision of Affordable Housing by a Registered Provider or any successor body) pursuant to that Act and for the avoidance of doubt the Owner is a Registered Provider for the purposes of this Deed;

**Shared Ownership Housing** means a form of tenure granted by lease by a Registered Provider to be disposed pursuant to shared ownership arrangements within the meaning of Section 70(4) of the Housing and Regeneration Act 2008 and in accordance with the Homes and Communities guidance from time to time (or any successor body) whereby a purchaser is able to purchase a share of the equity in an Affordable Housing Dwelling at a from 25% to a maximum of 75% initially (at the option of the buyer) and pay an annual rent of up to 2.75% on the retained equity with no limitation in the aggregate equity that can be subsequently acquired by the lessee and **Shared Ownership Housing Units** and **Shared Ownership Lease** shall be interpreted accordingly; and

**Shoreham Heat Network** means the Heat Network proposed for the Shoreham Harbour Regeneration Area in which the Site is located.



The Owner covenants with the Council as follows:

## 1 Phasing Plan

- 1.1 To submit a Phasing Plan to the Council for its approval prior to the Commencement of Development and that there shall be no Commencement of Development until such time as the Phasing Plan has been approved in writing by the Council.
- 1.2 Unless otherwise agreed in writing by the Council the Owner shall undertake the Development in accordance with the Phasing Plan.

## 2 Affordable Housing

- 2.1 To provide the Affordable Housing Units within the Development in accordance with this Schedule.
- 2.2 The Owner shall use all reasonable endeavours to secure grant funding from Homes England of a sum no less than seven million two hundred and sixty thousand pounds (£7,260,000) (the **Grant Funding**) prior to Commencement of Development.
- 2.3 Subject to the Owner receiving the Grant Funding to provide 162 of the Dwellings at the Development as Affordable Housing Units as shown on the Affordable Housing Plan such Dwellings shall comprise 25% as Affordable Rented Housing and 75% Shared Ownership Housing.
- 2.4 In the event the Owner is unable to secure all or any part of the Grant Funding and has provided evidence to the Council to demonstrate the endeavours used in attempt to secure the Grant Funding (the Council's approval of such evidence not to be unreasonably withheld or delayed) then an Affordable Housing Viability Reassessment in accordance with the provisions of Part 2 of Schedule 3 shall be carried out to ascertain the number of Dwellings that shall be provided as Affordable Housing Units and the tenure of those units as part of the Affordable Housing Scheme.
- 2.5 If paragraph 2.4 of this Schedule applies and the Affordable Housing Viability Reassessment determines that the number of Dwellings that shall be provided as Affordable Housing Units is less than 162 the Council shall report the outcome of that reassessment to its Planning Committee who shall determine (acting under its ordinary constitutional capacity, terms of reference and code of conducts) the acceptability of the Affordable Housing Units and the tenure of those units as part of the Affordable Housing Scheme.
- 2.6 To submit an Affordable Housing Scheme prior to Commencement of Development.
- 2.7 Not to Commence Development of any Phase which includes any Affordable Housing Land until the Affordable Housing Scheme for that Phase has been approved in writing by the Council (the **Approved Affordable Housing Scheme**).
- 2.8 To construct and provide the Affordable Housing Units in each Phase which includes any Affordable Housing Land in accordance with the Approved Affordable Housing Scheme for that Phase (unless otherwise agreed in writing by the Council).



- 2.9 Unless the Owner is a Registered Provider to transfer the Affordable Housing Units in each Phase which includes any Affordable Housing Land to a Registered Provider in accordance with the timetable set out in the Approved Affordable Housing Scheme for that Phase.
- 2.10 Subject to paragraph 2.13 of this Schedule 1 not to Occupy or permit Occupation of the Affordable Housing Units other than as Affordable Housing.
- 2.11 Not to cause or allow the Occupation of more than 75% of the Market Housing Units in any Phase of the Development which includes Affordable Housing Land unless and until the Affordable Housing Units within that Phase have been provided in accordance with paragraph 2.8 and the Affordable Housing Scheme for that Phase and those Affordable Housing Units have been transferred to a Registered Provider (unless the Owner is a Registered Provider).
- 2.12 Not to Occupy or permit the Occupation of the Affordable Rented Units in any Phase unless and until a Nominations Agreement has been entered into with the Council granting the Council Nomination Rights in respect of the Affordable Rented Units in that Phase.
- 2.13 The obligations in this Schedule 1 shall not be binding upon or enforceable against:-
- 2.13.1 a tenant or leaseholder who becomes a Protected Teriant nor any Chargee of such Protected Tenant nor any administrator, administrative receiver, fixed charge receiver including any receiver appointed under the Law of Property Act 1925 nor any other person appointed under any security documentation by such Chargee;
  - 2.13.2 nor, in each case, to anyone who is a successor in title or who derives title from them or any of them; nor
  - 2.13.3 a Chargee of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:
    - (a) such Chargee shall first give written notice to the Council of its intention to dispose of one or more Affordable Housing Units and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Units to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation concerning the whole or any part of the Affordable Housing Units but no other land or interests including all accrued principal monies, interest and costs and expenses; and
    - (b) if such disposal has not completed within the three month period, the Chargee shall be entitled to dispose of the Affordable Housing Units free from the Affordable Housing provisions in this Deed which provisions shall determine absolutely in respect of those Affordable Housing Units.



### **3 Air Quality Contribution**

- 3.1 To pay 50% of the Air Quality Contribution to the Council prior to Occupation of Development
- 3.2 Not to Occupy the Development until 50% of Air Quality Contribution has been paid.
- 3.3 To pay the remaining 50% of the Air Quality Contribution to the Council prior to Occupation of more than 50% of the Dwellings on the Development
- 3.4 Not to Occupy more than 50% of the Dwellings on the Development until the remaining 50% of Air Quality Contribution has been paid.

### **4 Health (Primary Care Facilities) Contribution**

- 4.1 To pay 50% of the Health (Primary Care Facilities) Contribution to the Council prior to Occupation of Development;
- 4.2 Not to Occupy the Development until 50% of Health (Primary Care Facilities) Contribution has been paid;
- 4.3 To pay the remaining 50% of the Health (Primary Care Facilities) Contribution to the Council prior to Occupation of more than 50% of the Dwellings on the Development; and
- 4.4 Not to Occupy more than 50% of the Dwellings on the Development until the remaining 50% of Health (Primary Care Facilities) Contribution has been paid.

### **5 Publicly Accessible Open Space**

- 5.1 To deliver the Publicly Accessible Open Space in a timetable to be agreed with the Council prior to Commencement of Development which shall ensure that the Publicly Accessible Open Space within any Phase which includes Dwellings shall be completed prior to Occupation of the Dwellings in that Phase as shown indicatively on the plan at Appendix 4 .
- 5.2 To submit the Publicly Accessible Open Space Plan to the Council for approval prior to Occupation of the Development.
- 5.3 Not to Occupy the Development until the Publicly Accessible Open Space Plan has been approved by the Council in writing.
- 5.4 To deliver the Publicly Accessible Open Space with the Development in accordance with the specification and timetable set out in the approved Publicly Accessible Open Space Plan.
- 5.5 To manage and maintain the Publicly Accessible Open Space Plan in accordance with the approved Publicly Accessible Open Space Plan for the lifetime of the Development.
- 5.6 To provide details to the Council for its approval prior to the Occupation of the Development of the proposed Management Company which shall include a copy of the memorandum and articles of association of the Management Company together with a draft plot transfer showing the duties of the Management Company and the mechanism for the calculation and collection of service charges (which shall for the avoidance of doubt be



set at a level which shall enable the Management Company to carry out its duties) from the owners of the Dwellings to the Council for approval prior to the Occupation of the first Dwelling on the Development.

- 5.7 That the Management Company shall be incorporated only in accordance with the details approved pursuant to paragraph 5.6 above and that any resolution to alter or amend the constitution or memorandum and/or articles of association of the Management Company shall be submitted to the Council for written approval at least seven days before a vote being taken on such a resolution and any such resolution of the Company shall not be effective unless and until the written approval of the Council is received.
- 5.8 Not to Occupy the Development unless and until:
- 5.8.1 the details of the Management Company have been approved in writing by the Council; and
- 5.8.2 and the Management Company has been incorporated in accordance with those approved details.
- 5.9 The Management Company shall be established so that its members or directors (as the case may be) include representatives of the residents of the Development and any Registered Provider that becomes an owner of any of the Affordable Housing Units.
- 5.10 The Owner shall not transfer the freehold of (or grant a leasehold interest in) a Dwelling unless and until
- 5.10.1 there shall be included in the transfer deed of the freehold or leasehold interest relating to that Dwelling a requirement that the transferee or grantee (as the case may be) shall pay an annual service charge to the Management Company;
- 5.10.2 procure that the annual service charge shall be set (and thereafter maintained) at a level that allows the Management Company to carry out its duties; and
- 5.10.3 apply to the Land Registry to enter a restriction on the title of each Dwelling transferred requiring that on any subsequent transfer of the Dwelling a deed of covenant is given to the Management Company by the new owner of the relevant Dwelling to pay the sums due under the service charge and requiring the restriction to be retained on the title of the Dwelling
- 5.11 The Owner covenants not to allow the Occupation of any of the Dwelling unless and until all of the requirements detailed in paragraph 5.5 -5.10 have been fulfilled in respect of that Dwelling.
- 5.12 If at any time there is a breach of the duty of the Management Company to fulfil its obligations pursuant to this Deed then the Council may without prejudice to its enforcement powers contained within the Act issue a notice on the Owner and/or the Management Company specifying such a breach and requiring such breach to be remedied in a reasonable period of time.



5.13 In the event that the Owner and/or the Management Company fails to remedy a breach in accordance with a notice issued pursuant to paragraph 5.12 above then the Council shall be entitled to:

5.13.1 do all such things as are necessary to remedy the breach as set out in such a notice;

5.13.2 enter onto such parts of the Site as may be necessary to remedy the breach as set out in such notice; and

5.13.3 recover the costs it has incurred in remedying such a breach from the Owner and/or the Management Company as the case may be.

## 6 Environmental Improvements

6.1 On or prior to Commencement of Development to serve on the Council and the Environment Agency a notice offering payment of the Environmental Improvements Contribution.

6.2 The Council and/or the Environment Agency shall within six (6) months of receipt of that notice request payment of the Environmental Improvements Contribution and with that request shall provide full details (including costs and timetable for delivery) of the proposed scheme for which the Environmental Improvements Contribution shall be used.

6.3 In the event the Council or Environment Agency request the Environmental Improvements Contribution in accordance with paragraph 6.2 of this Schedule:

6.3.1 to pay the 50% of the Environmental Improvements Contribution to the Council prior to Occupation of Development;

6.3.2 not to Occupy the Development until 50% of Environmental Improvements Contribution has been paid;

6.3.3 to pay the remaining 50% of the Environmental Improvements Contribution to the Council prior to Occupation of more than 50% of the Dwellings on the Development; and

6.3.4 not to Occupy more than 50% of the Dwellings on the Development until the remaining 50% of Environmental Improvements Contribution has been paid.

6.4 If the Council and/or the Environment Agency fail to respond with the six (6) month period in paragraph 6.2 of this Schedule or within that period decline the offer of the Environmental Improvements Contribution then the Owner's obligations in relation to that contribution shall be discharged in its entirety.

## 7 Heat Network

7.1 To connect all Dwellings and commercial floorspace to a centralised, communal wet system for space heating and hot water according to the following specifications:

7.1.1 heat in the building should operate at an appropriate temperature for future connection to a Heat Network. The targeted difference between flow and return



temperatures on the primary Heat Network under peak demand conditions shall be greater than 30°C;

- 7.1.2 plant rooms should be situated to consider potential future-pipe routes and sufficient space must be allowed for building/network interface equipment (such as heat exchangers); and
  - 7.1.3 pipe runs from the plant room along the internal road network to the proposed main heat route at Brighton Road must be protected and remain accessible for future installation.
- 7.2 On written request to provide information to the Council, or its appointed Heat Network contractor(s) with respect to the Owner's anticipated heat requirements and the potential for reliance upon the Energy Centre and proposed Shoreham Heat Network.
- 7.3 To engage constructively with the Council to identify and explore the potential for the development to be connected to the proposed Shoreham Heat Network and to purchase heat generated at an off-site Energy Centre which the Council proposes to install to serve buildings, occupiers and users, and to meet anticipated space heating and hot water consumption requirements in the vicinity of the Development.
- 7.4 To engage constructively with the Council to identify and explore the potential for heating plant installed during construction of the development to be retained and adopted by the Council or its appointed Heat Network contractor(s) as an element of the proposed Shoreham Heat Network.
- 7.5 To permit the Council, or its appointed Heat Network contractor(s) reasonable and necessary access to the Site including plant rooms in order to:
- 7.5.1 lay underground infrastructure within the roads, footpaths, open spaces and public areas of the development;
  - 7.5.2 carry out any works required to connect the site to the proposed Shoreham Heat Network; and
  - 7.5.3 carry out maintenance and repair works to any Heat Network infrastructure
- Provided That any access to the Site shall be subject to the Council or its appointed Heat Network contractor(s) being responsible for all costs and expenses associated with any such works making good and damaged caused to the Site or Development and fully indemnifying the owner against all costs expenses claims and liabilities arising out of these works.
- 7.6 To use reasonable and commercial prudent endeavours to negotiate and enter into a connection and supply agreement with the Council, or its appointed Heat Network contractor(s), on reasonable commercial terms subject to such connection being financially and technically viable and the proposed Shoreham Heat Network being available to connect within one year of the issue of Practical Completion (Provided That the Energy Centre and Heat Network are completed and fully operational by that date, and if the Energy Centre is not completed and fully operational by that date the connection to and purchase of heat from the Energy Centre should take place within a period of one year following the date when the Energy Centre is completed and fully operational



Provided Further That if the Energy centre is not completed and fully operational within three (3) years of Practical Completion then this obligation shall be discharged).



## Schedule 2

### Covenants with the County Council

#### Definitions

**Contributions** means the Education (Primary) Contribution, the Education (Secondary) Contribution, the Education (Sixth Form) Contribution and the Fire and Rescue Service Contribution;

**Education (Primary) Contribution** means the sum of £366,655 (three hundred and sixty six thousand and six hundred and fifty five pounds) which is calculated using current occupancy rates from census statistics published by the Office for National Statistics and payable in accordance with this Deed such contribution being a financial contribution to be used by the County Council towards expansion of existing primary schools or innovative solutions to address need;

**Education (Secondary) Contribution** means the sum of £394,600 (three hundred and ninety four thousand and six hundred pounds) which is calculated using current occupancy rates from census statistics published by the Office for National Statistics such contribution being a financial contribution to be used by the County Council towards expansion at either Sir Robert Woodard Academy or Shoreham Academy;

**Education (Sixth Form) Contribution** means the sum of £18,050 (eighteen thousand and fifty pounds) which is calculated using current occupancy rates from census statistics published by the Office for National Statistics and payable in accordance with this Deed such contribution being a financial contribution to be used by the County Council towards expansion at either Sir Robert Woodard Academy Sixth Form or Shoreham Academy Sixth Form;

**Fire and Rescue Service Contribution** means the sum of £11,515 (eleven thousand five hundred and fifteen pounds) which is calculated using current occupancy rates from census statistics published by the Office for National Statistics and payable in accordance with this Deed and such contribution being a financial contribution to be used by the County Council towards the re-development or relocation of fire stations and associated vehicles and equipment in West Sussex Fire and Rescue Services southern area serving Shoreham/Southwick;

**Highways Mitigation Contribution** means the sum of £658,422 (six hundred and fifty eight thousand and four hundred and twenty two pounds) to be used towards:

- (a) improvements to A259 Brighton Road/Norfolk Bridge/A282 Old Shoreham Road Roundabout;
- (b) Shoreham Town Centre public realm improvements, which can include:
  - i review and refinement of existing short-stay parking provision;
  - ii rationalisation of bus stops from four to two
  - iii improvements to signing to and from car parks in all directions;
  - iv review of taxi parking; and



- v remodelling of Ship Street and Middle Street junctions
- (c) the provision of a cycle route along the A259 between Kingston Lane and Eastern Avenue;
- (d) provision of dedicated bus priority for buses on the A259 at Eastern Avenue and Kingston Lane traffic signals;
- (e) new or improved pedestrian and cycle crossing points at High Street/St John Street/East Street;
- (f) improvements to bus stops along the A259 in the vicinity of the development to including real time passenger information; and
- (g) wayfinding and Legibility Network Improvements for key destinations consistent with the approach in Brighton & Hove.

The Owner covenants with the County Council as follows:

## 1 **Education contributions and Fire and Rescue Contribution**

- 1.1 To pay 50% of the Education (Primary) Contribution, 50% of the Education (Secondary) Contribution, 50% of the Education (Sixth Form) Contribution and 50% of the Fire and Rescue Contribution all Index Linked to the County Council prior to Occupation of the Development.
- 1.2 Not to Occupy the Development until the contributions referred to in paragraph 1.1 have been paid.
- 1.3 To pay the remaining 50% of the Education (Primary) Contribution, the remaining 50% of the Education (Secondary) Contribution, the remaining 50% of the Education (Sixth Form) Contribution and the remaining 50% of the Fire and Rescue Contribution all Index Linked to the County Council prior to Occupation of the two hundred and fiftieth (250 No.) Dwelling on the Development.
- 1.4 Not to Occupy the two hundred and fifty first (251 No.) Dwelling in the Development until the contributions referred to in paragraph 1.3 have been paid to the County Council.

## 2 **Highways Mitigation Contribution**

- 2.1 To pay the Highways Mitigation Contribution Index Linked to the County Council prior to Commencement of the Development.
- 2.2 Not to Commence the Development until the Highways Mitigation Contribution Index Linked has been paid to the County Council.



### Schedule 3

#### Viability Reassessment

##### Definitions

**3G Pitches Contribution** means the sum of thirty four thousand seven hundred and two hundred and sixty pounds (£34,260) to be used by the Council towards a 3G sports pitches in the vicinity of the Site

**Affordable Housing Contribution** means a contribution towards off-site Affordable Housing within the Council's administrative area

**Affordable Housing Viability Reassessment** means a reassessment of the viability of the Development in using the methodology of the Original Viability Assessment to ascertain how much Affordable Housing the Development can viably provide (as well as the tenure mix of such Affordable Housing) following the reduction in the anticipated Grant Funding referred to in Schedule 1 whilst maintaining the Developer's Profit;

**Benchmark Land Value** means ten million and eight thousand pounds (£10,008,000);

**Contributions** means the 3G Pitches Contribution, the Affordable Housing Contribution, the Indoor Bowls Contribution, the Library Contribution, the Remaining Education (Sixth Form) Contribution, the Sports Hall Contribution and the Swimming Pool Contribution;

**County Council Contributions** means the difference between the Education (Primary) Contribution, Education (Secondary) Contribution, Education (Sixth Form) Contribution and the Fire and Rescue Services Contribution and the same contributions after being re-calculated using the latest published census statistics published by the Office for National Statistics where the Specified Date for payment of the relevant contribution occurs after 2021;

**Developer's Profit** means Owner's profit margin at 20% of Gross Development Value;

**Gross Development Value** means the gross development value of the Development estimated as a completed scheme in accordance with Royal Institution of Chartered Surveyors Red Book valuation methods;

**Indoor Bowls Contribution** means the sum of thirty eight thousand ~~one~~ hundred and seventy four pounds (~~£217,734~~) to be used by the Council towards the indoor bowls facility in the vicinity of the Site; ~~one~~ ( £38,174 )

**Library Contribution** means the sum of £142,335 (one hundred and forty two thousand three hundred and thirty five pounds) which is calculated using current occupancy rates from census statistics published by the Office for National Statistics and payable in accordance with this Agreement PROVIDED THAT should the Specified Date occur after 2021, the sum shall be re-calculated using the latest published census statistics published by the Office for National Statistics and such contribution being a financial contribution to be used by the County Council towards a new library facility for Shoreham;

**Original Viability Assessment** means the viability assessment of Quod dated November 2017 (ref: Q60552) submitted with the Application;



**Remaining Education (Sixth Form) Contribution** means the sum of £74,391 (seventy four thousand three hundred and ninety one pounds) which is calculated using current occupancy rates from census statistics published by the Office for National Statistics and payable in accordance with this Agreement PROVIDED THAT should the Specified Date occur after 2021, the sum shall be re-calculated using the latest published census statistics published by the Office for National Statistics and such contribution being a financial contribution to be used by the County Council towards expansion at Sir Robert Woodard Academy or Shoreham Academy Sixth Form;

**Sports Hall Contribution** means the sum of two hundred and seventeen thousand seven hundred and thirty one pounds (£217,731) to be used by the Council towards a sports hall in the vicinity of the Site;

**Surplus** means a financial sum (if any) equating to 50% of the profit of the Development in excess of the Developer's Profit determined by the Viability Reassessment in accordance with this Schedule Provided That the Surplus shall not be higher than the total of the Contributions and the maximum Tenure Switch;

**Swimming Pool Contribution** means the sum of two hundred and forty thousand one hundred and fifty seven pounds (£240,157) to be used by the Council towards the swimming pool in the vicinity of the Site;

**Tenure Switch** means a change of tenure of one or more but up to a maximum of 82 Shared Ownership Units to Affordable Rented Housing;

**First Viability Reassessment** means a reassessment of the viability of the Development in using the methodology of the Original Viability Assessment to ascertain whether any Surplus is available using the calculation set out at Appendix 5 to allow the Development to viably accommodate a Tenure Switch;

**Second Viability Reassessment** means a reassessment of the viability of the Development in using the methodology of the Original Viability Assessment taking into account any actual costs and revenue incurred and received by the Development to ascertain whether any Surplus is available using the calculation set out at Appendix 5 to viably provide an additional financial contribution;

**Viability Reassessment** means either the First Viability Reassessment or the Second Viability Reassessment as the context requires; and

**Viability Reassessment Fee** means the fee reasonably and properly incurred by the Council in appointing assessing the Viability Reassessment or Affordable Housing Viability Reassessment (if applicable) the up to a maximum of £3,000.

The Owner Covenants with the Council as follows:

#### **Part 1 – Viability Reassessment**

- 1 To submit to the Council the First Viability Reassessment for the Council's review and approval prior to Occupation of Development.
- 2 Not to Occupy the Development until the First Viability Reassessment has been submitted to and approved by the Council.



- 3 To submit to the Council the Second Viability Reassessment for the Council's review and approval prior to Occupation of the 200<sup>th</sup> Dwelling.
- 4 Not to Occupy more than 250 Dwellings at the Development until the Second Viability Reassessment has been submitted to and approved by the Council.
- 5 The Owner will pay to the Council the Viability Reassessment Fee in the sum notified to them by the Council in writing on submission of the relevant Viability Reassessment.
- 6 The Council will consider the relevant Viability Reassessment and within twenty (20) Working Days it will serve written notice on the party who submitted the Viability Reassessment confirming either:
- 6.1 that it accepts the conclusions of the relevant Viability Reassessment (the **Acceptance Notice**); or
- 6.2 that it rejects (with reasons) the conclusions of the Viability Reassessment and if so it shall also indicate:
- 6.2.1 its own assessment of the conclusions of the Viability Reassessment (as submitted); and
- 6.2.2 the level of Surplus it considers should be provided (the **Non Acceptance Notice**);
- 7 In the event of the service of a Non Acceptance Notice the parties will seek to negotiate:
- 7.1 an agreed form of Viability Reassessment; and
- 7.2 an agreed Surplus.
- 8 In the event that the parties are not able to agree the Viability Reassessment any party shall be entitled to refer the matter to an expert in accordance with clause 15 of this deed.
- 9 In relation to the First Viability Reassessment the Owner shall use the Surplus (if any) pursuant to any Acceptance Notice, or as otherwise agreed between the parties or as determined by an expert in the case of referral in paragraph 8 towards a Tenure Switch and the Affordable Housing Scheme (or a revised scheme if required) shall be submitted to the Council accordingly in accordance with Schedule 1 reflecting any Tenure Switch.
- 10 In relation to the Second Viability Reassessment the Owner shall pay the Surplus (if any) as a financial contribution to the Council to be used towards the Contributions and the County Council Contributions specified in this Schedule in a priority order determined by the Council (in consultation with the County Council) acting reasonably having due regard to any representations made by the Owner and the County Council, the Council may request that the Surplus be used by the Owner towards a further Tenure Switch but any such Tenure Switch shall be at the Owners absolute discretion to agree.
- Part 2 – Affordable Housing Viability Reassessment**
- 11 In the event that an Affordable Housing Viability Reassessment is required in accordance with paragraph 2.4 of Schedule 1 to submit to the Council an Affordable Housing Viability Reassessment for the Council's review and approval.



- 12 Not to Commence the Development until the Affordable Housing Viability Reassessment has been submitted to and approved by the Council.
- 13 The procedure in paragraphs 5 to 8 of this Schedule 1 shall apply equally to the Affordable Housing Viability Reassessment to determine the number of Dwellings that shall be provided as Affordable Housing Units and the tenure split of such of Affordable Housing Units.
- 14 Subject to paragraph 2.5 of Schedule 1 the Owner shall provide the Affordable Housing Units (if any) pursuant to any Acceptance Notice, or as otherwise agreed between the parties (or as determined by an expert in the case of referral in paragraph 8 of this Schedule) in accordance with Schedule 1.



## **Schedule 4**

### **The Council and County Council Covenants**

#### **1 Discharge of Obligations**

The Council covenants with the Owner as follows:

At the written request of the Owner the Council shall provide written confirmation of the discharge of obligations contained in this Deed when satisfied that the obligations have been performed.

#### **2 Repayment of Contributions by the Council**

The Council covenants with the Owner as follows:

- 2.1 To use all sums received under this deed for the purposes specified for which they are paid.
- 2.2 To provide the Owner with such evidence as they may reasonable require in order to confirm the expenditure of sums paid by the Owner under this Deed.
- 2.3 To repay to the person who made the payment such amount paid to the Council under this Deed which has not been expended or contractually committed in accordance with the provisions of this Deed within ten (10) years of the date of receipt together with interest for the period from the date of payment to the date of refund.
- 2.4 In relation to the Health (Primary Care Facilities) Contribution and the Environmental Improvements Contribution the Council shall not release or contractually commit funds to third party agencies (such NHS Property Services NHS Clinical Commissioning Group the Environment Agency or any other competent public body responsible for delivering services relevant to the respective contributions) unless and until it has been provided by such agencies with full details of the schemes to be delivered with the contributions which shall include a breakdown of costs and evidence that the relevant scheme(s) will be delivered a reasonable period of time. Such information shall be provided to the owner on written request.

#### **3 Heat Network**

The Council covenants with the Owner as follows:

- 3.1 To provide information to the Owner with respect to the anticipated timetable for the construction, completion and operation of the Energy Centre and the proposed Shoreham Heat Network and the capacity, resilience and reliability of the security of supply once the facility has been satisfactorily brought into use.
- 3.2 To engage constructively with the Owner to identify and explore the potential for the development to be connected to the proposed Shoreham Heat Network, and to purchase heat generated at an off-site Energy Centre which the Council proposes to install to serve buildings, occupiers and users, and to meet anticipated space heating and hot water consumption requirements in the vicinity of the Development.



3.3 To engage constructively with the Owner to identify and explore the potential for heating plant installed during construction of the development to be retained and adopted by the Council, or its appointed Heat Network contractor(s), as an element of the proposed Shoreham Heat Network.

3.4 To use due diligence in the preparation and negotiation of the heat connection and supply agreement such that the connection will not unreasonably delay the construction and/or occupation of the Development.

#### 4 **Repayment of Contributions by the County Council**

The County Council covenants with the Owner as follows:

4.1 Upon receipt of the Contributions and the Highways Mitigation Contribution as paid to the County Council under this Deed it will hold them in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing on it for the purposes specified in this Deed.

4.2 Upon written request on or after ten years of the date of receipt of the Contributions and the Highways Mitigation Contribution to issue to the party that paid the said contribution an account certified by the Director of Finance, Performance and Procurement for the time being of the County Council detailing how the Contributions and the Highways Mitigation Contribution has been expended by the County Council.

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

4.4 If at the end of the period referred to in paragraph 4.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Contributions and/or Highway Mitigation Contribution or part thereof for the purposes specified then the County Council shall not be required to refund any part of the Contributions and/or Highways Mitigation Contribution required for that purpose but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Contributions and/or Highways Mitigation Contribution in the manner set out in paragraph 4.2 of this Schedule and refund any unexpended part of the Contributions and/or Highways Mitigation Contribution in the manner set out in paragraph 4.3 of this Schedule.

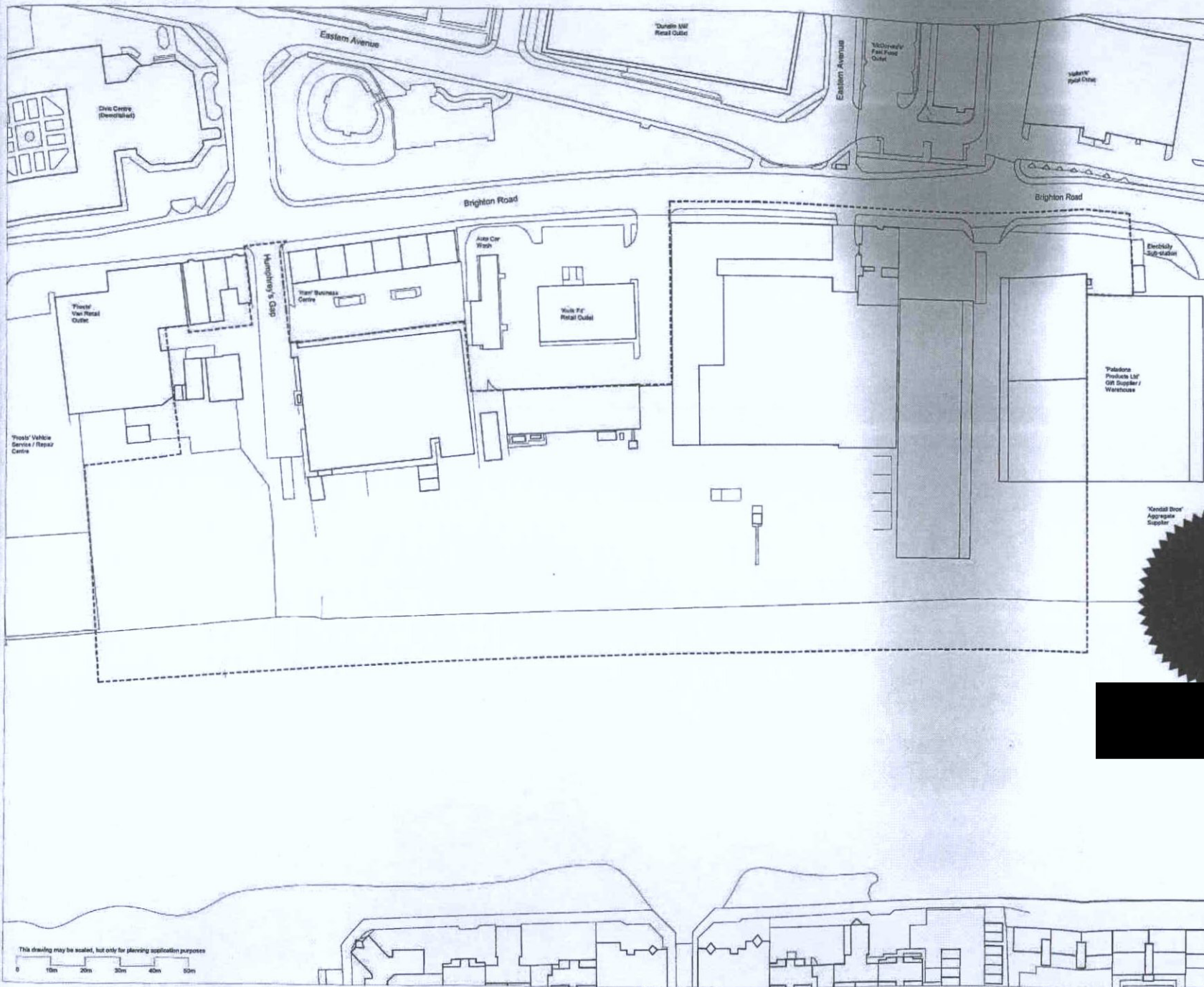
4.5 At the written request of the Owner the County Council shall provide written confirmation of the discharge of obligations contained in this Deed when satisfied that the obligations have been performed.



## Appendix 1

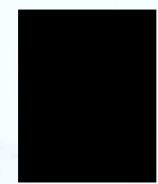
### Plan





**CZWG**  
CZWG Architects LLP  
17 Bowdley Green Lane  
London EC1R 6GB  
Telephone: 020 7263 2522  
Fax: 020 7263 8554  
mail@cwgrouparchitects.co.uk  
www.cwgroup.com

**Notes:**  
The Application Boundary indicated on this drawing differs from the Legal Site boundary. The Application Boundary has been extended north to include the existing bath line to Brighton Road, and also extended south into the river. Please read this drawing in conjunction with 'Existing Site - Location Plan 2052-00-DR-0001-P01'



1202  
S132/3



Rev: P01 Date: 18.01.18 Drawn: CLK/BA  
Rev: P01 Date: 28.03.2017 Drawn: CLK/BA  
Issued for Planning Submission  
Do not scale off this drawing  
Report all errors and amendments to the Architect  
Drawings to be checked on site  
Call 020 7263 2522 or 020 7263 8554  
Client:  
Southern Housing Group

Project:  
Free Wharf, Shoreham-By-Sea  
  
Title:  
Existing Site - Application Boundary

Drawing status:  
For Planning

**CZWG**

Scale @ A1  
1 : 500  
Drawing No:  
2052-00-DR-0002  
Rev:  
P02

This drawing may be scaled, but only for planning application purposes  
0 10m 20m 30m 40m 50m



## Appendix 2

### Draft Planning Permission



Mr Jon Murch  
Davies Murch  
3rd Floor  
86-90 Paul Street  
London  
TW7 6DH

## PLANNING PERMISSION

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

**APPLICATION NUMBER: AWDM/1497/17**

### Details of Development

**REDEVELOPMENT OF THE SITE TO PROVIDE TEN BUILDINGS, CONTAINING 540 NEW HOMES (OF WHICH TWO WILL BE STUDIOS, 179 X ONE BED, 323 X TWO BED AND 38 X THREE BED), 2,707SQM OF COMMERCIAL FLOORSPEACE AT GROUND FLOOR LEVEL WITHIN USE CLASSES, A1 (RETAIL), A3 (CAFES AND RESTAURANTS), B1 (BUSINESS) AND D1 (NON-RESIDENTIAL INSTITUTIONS). THE DEVELOPMENT ALSO INCLUDES 512 PARKING SPACES, OF WHICH 438 WILL BE FOR RESIDENTS AND 74 WILL BE FOR THE COMMERCIAL SPACE/VISITORS, RECONSTRUCTION OF THE RIVER WALL, CONSTRUCTION OF MOORING PONTOONS AND OBSERVATION PLATFORM AT THE END OF HUMPHREY'S GAP, PROVISION OF A RIVERSIDE PEDESTRIAN/CYCLE ROUTE, AREAS OF SEMI-PRIVATE AND PUBLICLY ACCESSIBLE OPEN SPACE, INTERNAL ACCESS ROADS, 596 CYCLE PARKING SPACES AND ASSOCIATED ANCILLARY AREAS. THE APPLICATION IS A DEPARTURE FROM THE DEVELOPMENT PLAN. THE APPLICATION IS ACCOMPANIED BY AN ENVIRONMENTAL STATEMENT.**

### Location of Development

**FREE WHARF BRIGHTON ROAD SHOREHAM-BY-SEA WEST SUSSEX**

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 2nd October 2017.

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





Gary Peck  
Planning Services Manager



## 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.

#### Site Wide Drawings

|                     |  |
|---------------------|--|
| 2052-00-DR-0001-P02 | Existing Site Location Plan                  |
| 2052-00-DR-0002-P02 | Existing Site Application Boundary           |
| 2052-00-DR-0003-P03 | Site Wide Block Plan                         |
| 2052-00-DR-0109-P03 | Site Wide Lower Ground Floor GA Plan         |
| 2052-00-DR-0110-P03 | Site Wide Ground Floor GA Plan               |
| 2052-00-DR-0111-P03 | Site Wide Level 01 GA Plan                   |
| 2052-00-DR-0112-P03 | Site Wide Level 02 GA Plan                   |
| 2052-00-DR-0113-P03 | Site Wide Level 03 GA Plan                   |
| 2052-00-DR-0114-P03 | Site Wide Level 04 GA Plan                   |
| 2052-00-DR-0115-P03 | Site Wide Level 05 GA Plan                   |
| 2052-00-DR-0116-P03 | Site Wide Level 06 GA Plan                   |
| 2052-00-DR-0117-P03 | Site Wide Level 07 GA Plan                   |
| 2052-00-DR-0118-P03 | Site Wide Level 08 GA Plan                   |
| 2052-00-DR-0119-P03 | Site Wide Roof Plan                          |
| 2052-00-DR-0600-P02 | Site Wide Elevations Riverfront and Roadside |
| 2052-00-DR-0601-P02 | Site Wide Elevations Mid Site                |
| 2052-00-DR-0602-P02 | Site Wide Elevations Building A              |
| 2052-00-DR-0603-P02 | Site Wide Elevations B & H                   |
| 2052-00-DR-0604-P02 | Site Wide Elevations D & H                   |
| 2052-00-DR-0605-P02 | Site Wide Elevations E & G1                  |
| 2052-00-DR-0606-P02 | Site Wide Elevations F & G                   |

#### Site Wide Bay Studies

|                     |  |
|---------------------|--|
| 2052-00-DR-1600-P01 | Building B Part North Elevation Bay Study 01 |
| 2052-00-DR-1601-P01 | Building B Part North Elevation Bay Study 02 |
| 2052-00-DR-1602-P01 | Building B Part West Elevation Bay Study 03  |
| 2052-00-DR-1603-P01 | Building B Part West Elevation Bay Study 04  |
| 2052-00-DR-1604-P01 | Building C Part South Elevation Bay Study 05 |
| 2052-00-DR-1605-P01 | Building D Part East Elevation Bay Study 06  |
| 2052-00-DR-1606-P01 | Building D Part East Elevation Bay Study 07  |
| 2052-00-DR-1607-P01 | Building D Part East Elevation Bay Study 08  |
| 2052-00-DR-1608-P01 | Building D Part East Elevation Bay Study 09  |
| 2052-00-DR-1609-P01 | Building E Part West Elevation Bay Study 10  |
| 2052-00-DR-1610-P01 | Building E Part South Elevation Bay Study 11 |
| 2052-00-DR-1611-P01 | Building F Part East Elevation Bay Study 12  |
| 2052-00-DR-1612-P01 | Building G Part West Elevation Bay Study 13  |
| 2052-00-DR-1613-P01 | Building G Part West Elevation Bay Study 14  |
| 2052-00-DR-1614-P02 | Building G Part North Elevation Bay Study 15 |



2052-00-DR-1615-P02 Building H Part West Elevation Bay Study 16

Building A

|                     |   |
|---------------------|---|
| 2052-10-DR-0110-P01 | Building A Ground Floor GA Plan             |
| 2052-10-DR-0111-P01 | Building A Level 01 GA Plan (02-03 Similar) |
| 2052-10-DR-0114-P01 | Building A Level 04 GA Plan                 |
| 2052-10-DR-0115-P01 | Building A Level 05 GA Plan                 |
| 2052-10-DR-0116-P01 | Building A Level 06 Penthouse GA Plan       |
| 2052-10-DR-0117-P01 | Building A Roof GA Plan                     |
| 2052-10-DR-0600-P01 | Building A GA Elevations                    |

Building B

|                     |   |
|---------------------|---|
| 2052-21-DR-0109-P01 | Building B Lower Ground Floor GA Plan       |
| 2052-21-DR-0110-P01 | Building B Ground Floor GA Plan             |
| 2052-21-DR-0111-P01 | Building B Level 01 GA Plan                 |
| 2052-21-DR-0112-P01 | Building B Level 02 GA Plan (03-05 Similar) |
| 2052-21-DR-0116-P01 | Building B Level 06 GA Plan                 |
| 2052-21-DR-0117-P01 | Building B Level 07 Penthouse GA Plan       |
| 2052-21-DR-0118-P01 | Building B Roof GA Plan                     |
| 2052-21-DR-0600-P01 | Building B GA Elevations                    |

Building C

|                     |   |
|---------------------|---|
| 2052-22-DR-0109-P01 | Building C Lower Ground Floor GA Plan       |
| 2052-22-DR-0110-P01 | Building C Ground Floor GA Plan             |
| 2052-22-DR-0111-P01 | Building C Level 01 GA Plan                 |
| 2052-22-DR-0112-P01 | Building C Level 02 GA Plan (03-04 Similar) |
| 2052-22-DR-0115-P01 | Building C Level 05 GA Plan                 |
| 2052-22-DR-0116-P01 | Building C Level 06 GA Plan                 |
| 2052-22-DR-0117-P01 | Building C Level 07 GA Plan                 |
| 2052-22-DR-0118-P01 | Building C Level 08 Penthouse GA Plan       |
| 2052-22-DR-0119-P01 | Building C Roof GA Plan                     |
| 2052-22-DR-0600-P01 | Building C GA Elevations                    |

Building C1

|                     |  |
|---------------------|--|
| 2052-23-DR-0109-P01 | Building C1 Lower Ground Floor GA Plan       |
| 2052-23-DR-0110-P01 | Building C1 Ground Floor GA Plan             |
| 2052-23-DR-0111-P01 | Building C1 Level 01 GA Plan                 |
| 2052-23-DR-0112-P01 | Building C1 Level 02 GA Plan (03-04 Similar) |
| 2052-23-DR-0115-P01 | Building C1 Level 05 Penthouse GA Plan       |
| 2052-23-DR-0116-P01 | Building C1 Roof GA Plan                     |
| 2052-23-DR-0600-P01 | Building C1 GA Elevations                    |

Building D

|                     |   |
|---------------------|---|
| 2052-24-DR-0109-P01 | Building D Lower Ground Floor GA Plan       |
| 2052-24-DR-0110-P01 | Building D Ground Floor GA Plan             |
| 2052-24-DR-0111-P01 | Building D Level 01 GA Plan                 |
| 2052-24-DR-0112-P01 | Building D Level 02 GA Plan (03-04 Similar) |
| 2052-24-DR-0115-P01 | Building D Level 05 GA Plan                 |
| 2052-24-DR-0116-P01 | Building D Level 06 GA Plan                 |
| 2052-24-DR-0117-P01 | Building D Level 07 GA Plan                 |



|                     |                                       |
|---------------------|---------------------------------------|
| 2052-24-DR-0118-P01 | Building D Level 08 Penthouse GA Plan |
| 2052-24-DR-0119-P01 | Building D Roof GA Plan               |
| 2052-24-DR-0600-P01 | Building D GA Elevations              |

Building E

|                     |   |
|---------------------|---|
| 2052-31-DR-0109-P01 | Building E Lower Ground Floor GA Plan       |
| 2052-31-DR-0110-P01 | Building E Ground Floor GA Plan             |
| 2052-31-DR-0111-P01 | Building E Level 01 GA Plan                 |
| 2052-31-DR-0112-P01 | Building E Level 02 GA Plan (03-05 Similar) |
| 2052-31-DR-0116-P01 | Building E Level 06 GA Plan                 |
| 2052-31-DR-0117-P01 | Building E Level 07 GA Plan                 |
| 2052-31-DR-0118-P01 | Building E Level 08 Penthouse GA Plan       |
| 2052-31-DR-0119-P01 | Building E Roof GA Plan                     |
| 2052-31-DR-0600-P01 | Building E GA Elevations                    |

Building F

|                     |   |
|---------------------|---|
| 2052-32-DR-0109-P01 | Building F Lower Ground Floor GA Plan       |
| 2052-32-DR-0110-P01 | Building F Ground Floor GA Plan             |
| 2052-32-DR-0111-P01 | Building F Level 01 GA Plan                 |
| 2052-32-DR-0112-P01 | Building F Level 02 GA Plan (03-04 Similar) |
| 2052-32-DR-0115-P01 | Building F Level 05 GA Plan                 |
| 2052-32-DR-0116-P01 | Building F Level 06 GA Plan                 |
| 2052-32-DR-0117-P01 | Building F Level 07 Penthouse GA Plan       |
| 2052-32-DR-0118-P01 | Building F Roof GA Plan                     |
| 2052-32-DR-0600-P01 | Building F GA Elevations                    |

Building G & G1

|                     |  |
|---------------------|--|
| 2052-41-DR-0110-P02 | Building G & G1 Ground Floor GA Plan             |
| 2052-41-DR-0111-P02 | Building G & G1 Level 01 GA Plan                 |
| 2052-41-DR-0112-P01 | Building G & G1 Level 02 GA Plan (03-05 Similar) |
| 2052-41-DR-0116-P01 | Building G & G1 Level 06 GA Plan                 |
| 2052-41-DR-0117-P01 | Building G & G1 Level 07 GA Plan                 |
| 2052-41-DR-0118-P02 | Building G & G1 Roof GA Plan                     |
| 2052-41-DR-0600-P02 | Building G & G1 North & South GA Elevations      |
| 2052-41-DR-0601-P02 | Building G & G1 East & West GA Elevations        |

Building H

|                     |   |
|---------------------|---|
| 2052-42-DR-0110-P02 | Building H Ground Floor GA Plan             |
| 2052-42-DR-0111-P02 | Building H Level 01 GA Plan                 |
| 2052-42-DR-0112-P01 | Building H Level 02 GA Plan (03-04 Similar) |
| 2052-42-DR-0115-P01 | Building H Level 05 GA Plan                 |
| 2052-42-DR-0116-P01 | Building H Level 06 GA Plan                 |
| 2052-42-DR-0117-P02 | Building H Roof GA Plan                     |
| 2052-42-DR-0600-P02 | Building H GA Elevations                    |

Reason: For the avoidance of doubt and in the interests of amenity and the environment in accordance with the Adur District Plan 2017.



02. The development hereby permitted shall begin before the expiration of five years from the date of this permission.

Reason: As required by Section 91 of the Town and Country Planning Act 1990, as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

03. Prior to commencement of enabling works, full details shall be submitted to and approved in writing by the Local Planning Authority, which includes the following:

- Replacement of river wall sheet piling and construction of new permanent concrete river wall including associated permanent piling;
- Marine piling for river moorings and jetty;
- Boundary retaining walls and associated fencing / barriers;
- Excavation; remediation of possible contamination (including watching brief) and reprofiling of ground levels and piling mat;
- Diversion and laying of primary services, ducting and primary drainage; and
- Base layers of spine roads to assist with provision of clean access during main construction phase.

Reason: To ensure that the proposed development is satisfactorily provided with required infrastructure in accordance with paragraph 156 of the National Planning Policy Framework.

04. Prior to commencement of enabling works an archaeological investigation of the area subject to those works shall be carried out at the expense of the developer in accordance with a specification (written scheme of investigation) to be submitted to and agreed by the Local Planning Authority in writing before the commencement of building works, excluding demolition.

Reason: To ensure appropriate investigation and recording of archaeological heritage assets on the site prior to commencement of new building works. Policy: National Planning Policy Framework paragraphs 135, 141; Adur Local Plan 2017 Policy 16.

05. Prior to commencement of enabling works no development shall take place, until a Construction Management Plan in respect of these works has been submitted to and approved in writing by the Local Planning Authority. Thereafter the approved Plan shall be implemented and adhered to throughout the entire construction period. The Plan shall provide details as appropriate but not necessarily be restricted to the following matters:

- a) the anticipated number, frequency and types of vehicles used during construction,
- b) the method of access and routing of vehicles during construction,
- c) the parking of vehicles by site operatives and visitors,
- d) the loading and unloading of plant, materials and waste,
- e) the storage of plant and materials used in construction of the development,
- f) the erection and maintenance of security hoarding,



- g) the provision of wheel washing facilities and other works required to mitigate the impact of construction upon the public highway (including the provision of temporary Traffic Regulation Orders),
- h) details of public engagement both prior to and during construction works.

Reason: In the interests of highway safety and the amenities of the area.

### Phasing Programme

- 06. Prior to commencement of any works on site, save for those identified as Enabling Works in Condition 03. to 05., a phasing programme shall be submitted to and agreed by the Local Planning Authority. The planning conditions shall be submitted in accordance with that phasing programme.

Reason: To ensure the comprehensive phased development of the site in accordance with the general and site specific policies set out in the Adur District Local Plan 2017 and Submission Version Joint Area Action Plan.

### Pre-Commencement Main Site Works Excluding Enabling Works

- 07. No development shall take place, excluding Enabling Works, until a Construction Management Plan has been submitted to and approved in writing by the Local Planning Authority. Thereafter the approved Plan shall be implemented and adhered to throughout the entire construction period. The Plan shall provide details as appropriate but not necessarily be restricted to the following matters,

- the anticipated number, frequency and types of vehicles used during construction,
- the method of access and routing of vehicles during construction,
- the parking of vehicles by site operatives and visitors,
- the loading and unloading of plant, materials and waste,
- the storage of plant and materials used in construction of the development,
- the erection and maintenance of security hoarding,
- the provision of wheel washing facilities and other works required to mitigate the impact of construction upon the public highway (including the provision of temporary Traffic Regulation Orders),
- details of public engagement both prior to and during construction works.

Reason: In the interests of highway safety and the amenities of the area.

- 08. No work except Enabling Works shall take place until full details of the proposed surface water drainage scheme have been submitted to and approved in writing by the Local Planning Authority. The design should follow the hierarchy of preference for different types of surface water drainage disposal systems as set out in Approved Document H of the Building Regulations, the recommendations of the National Planning Policy Framework and the SUDS Manual produced by CIRIA. Winter groundwater monitoring to establish highest annual ground water levels and Percolation testing to BRE 365, or similar approved, will be required to support the design of any Infiltration drainage. No building shall be occupied until the complete surface water drainage system serving the property has been implemented in accordance with the agreed details.



Reason: To ensure that the proposed development is satisfactorily drained in accordance with Policy 36 of the Adur Local Plan 2017.

09. No works except Enabling Works shall take place until details of the proposed means of foul and surface water sewerage disposal have been submitted to, and approved in writing, by the Local Planning Authority in consultation with Southern Water. The development will then be carried out to comply with the agreed scheme.

Reason: To ensure that the proposed development is satisfactorily drained.

10. No works except Enabling Works shall take place until an investigation and risk assessment has been undertaken to establish if the site is contaminated and to determine the potential for pollution in accordance with the requirements of DEFRA and the Environment Agency's 'Model Procedures for the Management of Land Contamination, CLR 11'.

Where remediation is necessary a detailed remediation scheme to bring the site to a condition suitable for the intended use by removing unacceptable risks to human health, buildings and other property and to the natural and historical environment must be submitted to and approved in writing by the Local Planning Authority. Unless otherwise agreed in writing by the Local Planning Authority the remediation scheme must ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to the intended use of the land after remediation.

Following completion of measures identified in the approved remediation scheme a verification report must be submitted to and approved in writing of the Local Planning Authority.

Reason: To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Policy 34 of the Adur Local Plan. These details are required prior to commencement in order that any changes to satisfy this condition are incorporated into the development before the design is too advanced to make changes.

11. No work except Enabling Works shall take place until details of any foundation design using penetrative methods shall be provided to the LPA to show that there is no resultant unacceptable risk to groundwater. The development shall be carried out in accordance with the approved details.

Reason: To prevent development from contributing to or being put at unacceptable risk from, or being adversely affected by unacceptable levels water pollution in accordance with the National Planning Policy Framework. Piling or any other foundation designs using penetrative methods can result in risks to potable supplies from, for example, pollution / turbidity, risk of mobilising contamination, drilling through different aquifers and creating preferential pathways. Thus it should be demonstrated that any proposed piling will not result in contamination of groundwater.



12. No below ground work, apart from the Enabling Works shall take place until the following details shall be submitted to and approved in writing by the Local Planning Authority and all development pursuant to this permission shall be carried out in accordance with the approved details:

- Details which identify the supply of all space heating and hot water in the buildings by a centralised, communal wet system
- Details which identify and safeguard plant room space for the future installation of heat interface equipment, and/or other plant, required for future connection to a future heat network
- Details of a safeguarded pipe run into, though, and out of the site to connect the plant rooms with the proposed heat network
- A strategy to facilitate the connection of the network to the development; and
- A strategy to facilitate access to the site and plant rooms for the heat network developer to carry out works required to connect the site to the Shoreham Heat Network, lay underground infrastructure within the roads, footpaths, open space and public areas of the development, and carry out repair and maintenance work to any heat network infrastructure

Reason: To enable the delivery and operation of the planned Shoreham Heat Network having regard to Policies 8 and 19 of the Adur Local Plan and Policy SH1 of the Proposed Submission Shoreham Harbour Joint Area Action Plan.

13. An archaeological investigation of the site shall be carried out at the expense of the developer in accordance with a specification (written scheme of investigation) to be submitted to and agreed by the Local Planning Authority in writing before the commencement of building works, excluding demolition.

Reason: To ensure appropriate investigation and recording of archaeological heritage assets on the site prior to commencement of new building works. Policy: National Planning Policy Framework paragraphs 135, 141; Adur Local Plan 2017 Policy 16.

14. The development will be required to meet the optional water efficiency requirement of 110 litres per person per day as set out in Part G2 of the Building Regulations. No above ground works, excluding Enabling Works, shall commence until details of the developers approach to meeting this requirement have been submitted to and approved in writing by the Local Planning Authority.

Reason: To comply with Policy 18 of the Adur Local Plan and Policy SH1 of the Proposed Submission Shoreham Harbour Joint Area Action Plan.

15. No above ground works, excluding Enabling Works, shall take place until the following details shall be submitted to and approved in writing by the Local Planning Authority and all development pursuant to this permission shall be carried out in accordance with the approved details:

- a) particulars and samples of the materials to be used on all external faces of the building;



- b) details of all elevations to show typical details of all external components including details of drainage;
- c) details of the balconies and wind mitigation measures including details of drainage;
- d) details of ground floor elevations including entrances;
- e) details of escape doors, gates, doors bin storage entrance and bicycle storage entrance;
- f) details of soffits, hand rails and balustrades;
- g) details of ground level surfaces including materials to be used;
- h) details of external lighting attached to the building including anti-collision lights, lighting to the soffits and lighting to pedestrian routes;
- i) details of plant and ductwork to serve the commercial uses;
- j) details of ventilation and air-conditioning for the commercial uses;

Reason: To ensure that the Local Planning Authority may be satisfied with the detail of the proposed development and to ensure a satisfactory external appearance in accordance with the policy 19 of the Adur Local Plan 2017.

16. Prior to the commencement of any development above ground level, excluding Enabling Works, details of the landscaping shall be submitted to and approved in writing by the Local Planning Authority. The details shall include:

- a) Details of materials
- b) Street furniture and lighting
- c) Planters, tree pits and planting
- d) A timetable for the implementation of the hard and soft landscaping,
- e) A maintenance plan to ensure establishment of the soft landscaping.

Development shall thereafter be carried out, and the planting maintained, in accordance with the approved details and timetable.

Reason: To protect and enhance the character of the site and the area and to ensure that its appearance is satisfactory.

17. No part of the development shall be first occupied until a Travel Plan has been submitted to and approved in writing by the Local Planning Authority. The Travel Plan once approved shall thereafter be implemented as specified within the approved document. The Travel Plan shall be completed in accordance with the latest guidance and good practice documentation as published by the Department for Transport or as advised by the Highway Authority.

Reason: To encourage and promote sustainable transport.

18. No part of the development shall be first occupied until such time as until a Servicing Management Plan for has been submitted and approved in writing by the Local Planning Authority. This shall set out the arrangements for the loading and unloading of deliveries associated with the residential and commercial uses. Once occupied servicing shall be carried out only in accordance with the approved plan.

Reason: To safeguard the operation of the public highway.



19. Prior to the basement car parking being brought into use, a plan shall be submitted to and approved by the Local Planning Authority detailing measures to incorporate facilities for charging plug-in and other ultra-low emission vehicles that will be provided in the public and private parking areas. The approved plans shall be implemented thereafter.

Reason: In accordance with Paragraph 34 of the National Planning Policy Framework.

20. No part of the development shall be first occupied until such time as the vehicular accesses, including the provision of advanced stop lines at the A259 Eastern Avenue traffic signals, has been constructed in accordance with the details indicatively shown on drawing number 5910-GA-002 revision I.

Reason: In the interests of road safety

21. No part of the development shall be first occupied until the car parking spaces serving that respective part of the development has been constructed in accordance with the approved plans. These spaces shall thereafter be retained at all times for their designated use.

Reason: To provide car-parking space for the use.

22. No part of the development shall be first occupied until details of accommodation arrangements for the parking of all trade and service vehicles relating to both residents, commercial businesses and property maintenance activities within the site have been submitted to and approved in writing by the Local Planning Authority. The details thereby approved shall be adhered to in perpetuity.

Reason: In the interests of road safety

23. No part of the development shall be first occupied details of a cycle route to Shoreham town centre as indicatively shown on drawing number 5910-GA-005B revision C have been submitted to and approved in writing by the Local Planning Authority.

Reason: In the interests of road safety

24. No part of the development shall be first occupied until cycle parking serving that respective part of the development have been provided in accordance with plans and details submitted to and approved by the Local Planning Authority.

Reason: To provide alternative travel options to the use of the car in accordance with current sustainable transport policies.

25. The proposed commercial units sharing a party element with residential premises shall be designed and constructed to provide resistance to the transmission of sound. The sound insulation shall be sufficient to ensure that NR25 is not exceeded in the proposed residential premises due to noise from the neighbouring commercial premises and shall be permanently maintained thereafter.



A test shall be carried out after completion but prior to occupation of the commercial units to show the criterion above have been met and the results shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To protect the amenities of occupiers of the building in accordance with the following policy of the Local Plan Policy 16

26. The commitments in the approved Energy Strategy and Sustainability Statement Revision 1 dated 29th September 2017 shall be installed prior to the first occupation of the development and shall be implemented in accordance with the approved strategy and retained as operational thereafter.

Reason: To ensure that the development incorporates renewable energy and contributes to meeting targets to reduce carbon dioxide emissions as set out in the approved Energy and Renewables Statement.

27. Prior to any of part of the development coming into use the communal waste and recycling areas as shown on the approved plans will be available for use by residents and arrangements made for waste collection and clearance.

Reason: In the interests of Highway safety and neighbour amenity.

28. The development permitted by this planning permission shall only be carried out in accordance with the approved Flood Risk Assessment (FRA) and the following mitigation measures detailed within the FRA:

Finished floor levels are set no lower than the above Ordnance Datum (AOD) identified within the FRA and approved drawings.

The mitigation measures shall be fully implemented prior to occupation and subsequently in accordance with the timing/ phasing arrangements embodied within the scheme, or within any other period as may subsequently be agreed, in writing, by the LPA.

Reason: The site is located partially within Flood Zones 3 and 2, according to our Flood Map. These indicate a high (0.5% AEP1) and medium (0.1% AEP) probability of tidal flooding, respectively. The 0.5% AEP (1 in 200 year) tidal flood level, including an allowance for climate change, is shown as 5.25m AOD. Furthermore, due to the close proximity of the site to the foreshore the site in a severe storm scenario will be vulnerable to overtopping, white water flooding and windblown debris. The above condition is therefore required in order to reduce the risk of flooding to the proposed development and future occupants.

29. External lighting in association with this development shall comply with Institution of Lighting Engineers Guidance Notes for the Reduction of Obtrusive Light, Obtrusive Light Limitations for Exterior Lighting Installations for Zone E2.

Reason: To safeguard the residential amenities of the local area in accordance with Policy 19 of the Adur Local Plan.



30. Notwithstanding the provision of the Town & Country Planning (General Permitted Development) Order 2015 (or any Order revoking or re-enacting that Order with or without modification) planning permission shall be obtained before any change of use of the following components of the scheme:

- Building D - Restaurant (A3) 281 m<sup>2</sup> GIA
- Building E - Restaurant (A3) 365 m<sup>2</sup> GIA
- Building F - Restaurant (A3) 105 m<sup>2</sup> GIA; Yacht Facility (D1) 88 m<sup>2</sup> GIA
- Building G&G1 - Office (B1) 1,326 m<sup>2</sup> GIA
- Building H - Retail (A1/A2/A3/A4) 541 m<sup>2</sup> GIA

to any use other than Use Classes as detailed in the Town & Country Planning (Use Classes) Order 2010 (or any Order revoking or re-enacting that Order with or without modification).

Reason: In order that the Local Planning Authority can retain control over further uses which it considers could be harmful to the vitality and viability of the designated centres in accordance with adopted Adur Local Plan 2017.

31. The commercial units shall only be open for trade in accordance with the following:

A1/ A2 use class between the hours of 07.00 and 23.00 Monday to Saturday and 09:00 to 23:00 on Sunday. Any unit greater than 280 sq.m will comply with the Sunday Trading Act 1994 (or subsequent replacement) on Sundays.

A3/ A4 use class between the hours of 07.00 and 23.00 Monday to Thursday, 07.00 to 00.00 Friday and Saturday and 09:00 to 23:00 on Sunday. Any unit greater than 280 sq.m will comply with the Sunday Trading Act 1994 (or subsequent replacement) on Sundays.

B1 use class between the hours of 07.00 and 23.00 Monday to Saturday and 09:00 to 18:00 on Sunday. Any unit greater than 280 sq.m will comply with the Sunday Trading Act 1994 (or subsequent replacement) on Sundays.

D1 use class between the hours of 07.00 and 23.00 Monday to Saturday and 09:00 to 21:00 on Sunday.

Reason: To comply with Adur Local Plan Policy 16, and in accordance with the National Planning Policy Framework.

32. Deliveries to the commercial units shall only be made between the hours of 07.00 and 20.00 Monday to Saturday and 09.00 to 18.00 on Sundays.

Reason: To safeguard the residential amenity of the area in accordance with the Adur Local Plan.

33. Demolition and construction works shall not take place outside 08.00 hours to 18.00 hours Mondays to Fridays and 09.00 hours to 14.030 hours on Saturday. There will be no construction on Sundays or Bank Holidays.



Any temporary exception to these working hours shall be agreed in writing by the Local Planning Authority at least five days in advance of works commencing. The contractor shall notify the local residents in writing at least three days before any such works.

Reason: To safeguard the residential amenity of the area in accordance with Policy 19 of the Adur Local Plan

### **Informatives**

- 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. The applicant is advised that it is an offence to undertake any works within the highway prior to the agreement being in place.
- The applicant is advised of the requirement to enter into early discussions with and obtain the necessary licenses from the Highway Authority to cover any temporary construction related works that will obstruct or affect the normal operation of the public highway prior to any works commencing. These temporary works may include, the placing of skips or other materials within the highway, the temporary closure of on-street parking bays, the imposition of temporary parking restrictions requiring a Temporary Traffic Regulation Order, the erection of hoarding or scaffolding within the limits of the highway, the provision of cranes over-sailing the highway.
- Approval should be sought from the Environment Agency for a Flood Risk Management Plan
- Consent from the Marine Management Organisation is required.

### **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.

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.

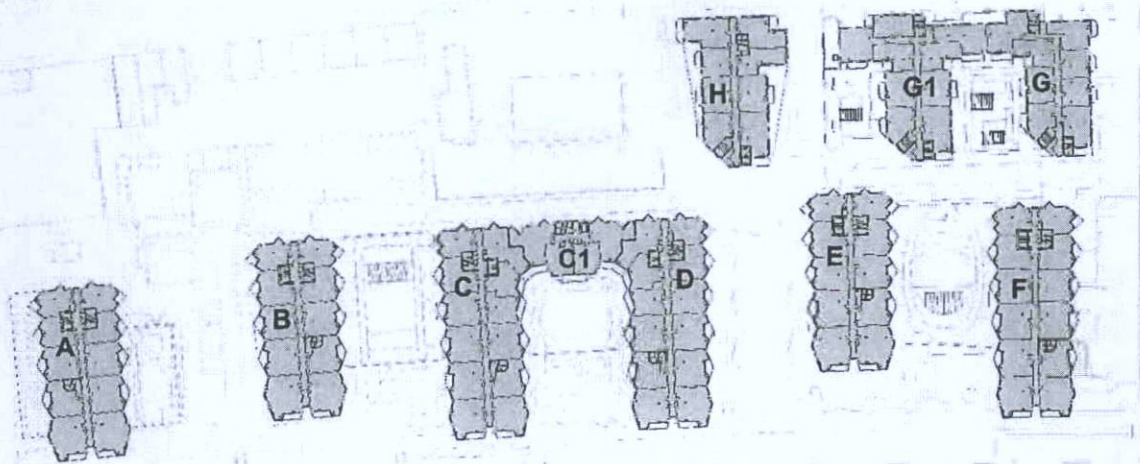
Where an enforcement notice was served in relation to the same, or substantially the same, development after the decision notice on the application was issued or after the end of the period the LPA had to determine the application, the period for receiving a planning appeal is within 28 days of the date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



**Appendix 3**  
**Affordable Housing Plan**



## Free Wharf Block Plan



## Affordable Housing Provision (Overview)

| Building Name | Social Rent | Shared Ownership | Total |
|---------------|-------------|------------------|-------|
| Building F    |             | 33               | 33    |
| Building G    |             | 41               | 41    |
| Building G1   |             | 48               | 48    |
| Building H    | 40          |                  | 40    |
| TOTAL         | 40          | 122              | 162   |

202

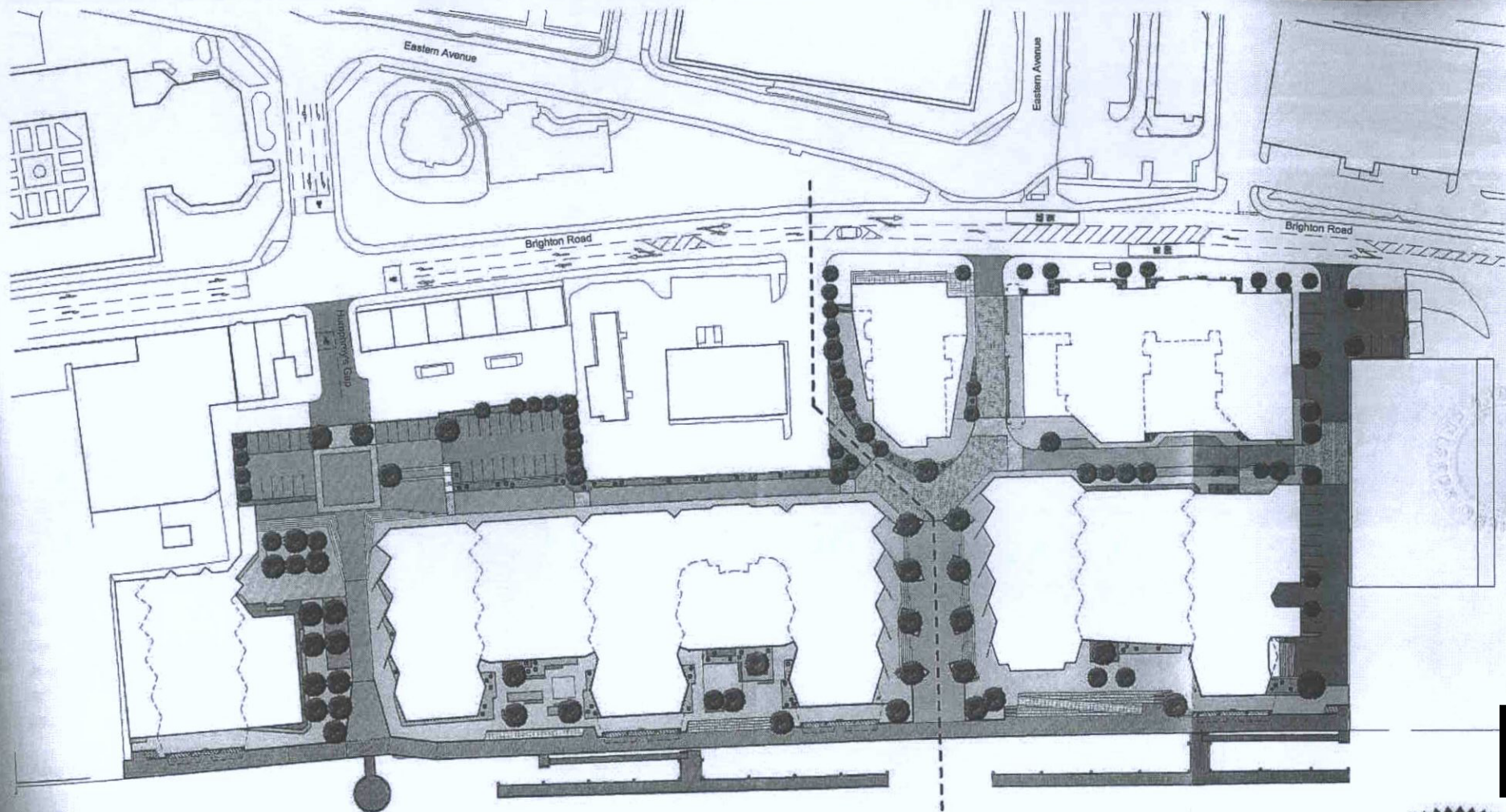
22682/3/4/18



## Appendix 4

### Publicly Accessible Open Space Plan





S1328

22682/3/4/18



## Appendix 5

### Viability Reassessment

|  | £                                 | £                                 |
|--|-----------------------------------|-----------------------------------|
| <b><u>DEVELOPMENT REVENUE</u></b>                                |                                   |                                   |
| Private residential revenue                                      |                                   | .....                             |
| Affordable housing revenue                                       |                                   | .....                             |
| Ground rent income   |                                   | .....                             |
| Other revenue or receipts  |                                   | .....                             |
| Grant Funding  |                                   | .....                             |
| <b>Total</b>   |                                   | <hr/> <b>[Total Revenue]</b>      |
| <b>Less:</b>   |                                   |                                   |
| <b><u>DEVELOPMENT EXPENDITURE</u></b>                            |                                   |                                   |
| Building cost  | .....                             |                                   |
| Professional fees  | .....                             |                                   |
| Finance cost   | .....                             |                                   |
| Marketing fees   | .....                             |                                   |
| Section 106 Costs  | .....                             |                                   |
| Developer's Profit   | .....                             |                                   |
| Acquisition costs  | .....                             |                                   |
| S278 costs   | .....                             |                                   |
| CIL  | .....                             |                                   |
| <b>Total Expenditure</b>   | <hr/> <b>£[Total Expenditure]</b> | <hr/> <b>£[Total Expenditure]</b> |
| <b>Total Revenue less Total Expenditure =</b>                    |                                   | <hr/> <b>£[        x        ]</b> |
| <b>[Deduct Benchmark Land Value from x to calculate Surplus]</b> |                                   |                                   |



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

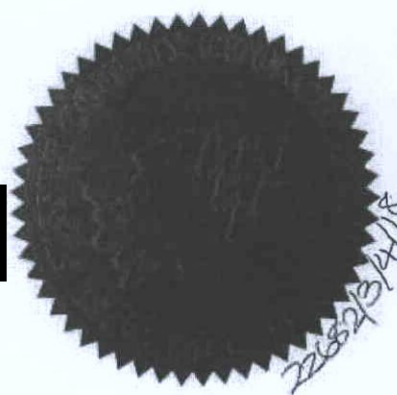
*The District Council of Adur*  
executed as a deed by affixing the Common Seal )  
of ~~Adur District Council~~ )  
in the presence of: )

Authorised Signatory

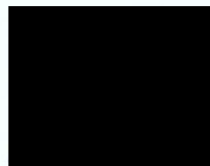


executed as a deed by affixing the Common Seal )  
of **West Sussex County Council** )  
in the presence of: )

Authorised Signatory



executed as a deed by )  
**Southern Housing Group Limited** )  
acting by two directors )  
or a director and a secretary: )



Director



Director/Secretary





