



dated 6<sup>th</sup> March 2024

**The District Council of Adur**

and

**West Sussex County Council**

and

**Southern Housing**

**Supplemental Deed to Vary Section 106 Agreement**

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

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## Deed of Variation

dated

6 March

2024

### Parties

- (1) **The District Council of Adur** of Town Hall, Chapel Road, Worthing BN11 1HA (the **Council**);
- (2) **West Sussex County Council** of County Hall, West Street, Chichester, West Sussex PO19 1RQ (the **County Council**); and
- (3) **Southern Housing** (Community Benefit Society number 8983) whose registered office is at Fleet House, 59-61, Clerkenwell Road, London EC1M 5LA (the **Owner**).

### Introduction

- (A) This Deed varies the Principal Agreement (as defined in clause 2 of this Deed) pursuant to Sections 106 and 106A of the Act relating to the Site.
- (B) The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- (C) 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.
- (D) The Owner is the freehold owner of that part of the Site registered at the Land Registry under title numbers WSX33120 WSX385161 and WSX405960 and the leasehold owner of ~~part of the Site registered at the Land Registry under title number WSX136872.~~ CP.
- (E) 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.
- (F) A Supplemental Agreement was entered into on 30 October 2018 which had the effect of binding areas of unregistered land within the Land by the terms of the Principal Agreement.
- (G) The parties entered into the First Deed of Variation on 14 December 2021 in respect of planning applications (defined in the First Deed of Variation as the Additional Phase 1 Application and Variation Applications) with references AWDM/2037/20, AWDM/1952/20 and AWDM/0558/21 however the Additional Phase 1 Application and Variation Applications were not subsequently granted.
- (H) The Owner has submitted the Variation Application (as defined in clause 2 of this Deed) and the Council has resolved to grant the Variation Application subject to the prior completion of this Deed.
- (I) The parties agree that the First Deed of Variation has been superseded by the Variation Application (as defined in clause 2 of this Deed) and this Second Deed of Variation and for the avoidance of doubt the First Deed of Variation is no longer of effect by virtue of clause 3.5 of the First Deed of Variation (which states that the deed shall not take effect until the Additional Phase 1 Planning Permission and the Variation Permissions are granted).



- (J) The parties have agreed to enter into this Deed to vary the Principal Agreement in the manner set out in this Deed.

#### Agreed terms

##### 1 Interpretation

- 1.1 This Deed is supplemental to and varies the provisions of the Principal Agreement.
- 1.2 Words and expressions defined in the Principal Agreement shall, unless the context otherwise requires, bear the same meanings in this Deed.
- 1.3 The provisions in the Principal Agreement regarding interpretation shall apply to this Deed.

##### 2 Definitions

- 2.1 In this Deed the following terms have the following meanings unless inconsistent with the context:

**County Council Monitoring Contribution** means the total sum of £2,880 (two thousand eight hundred and eighty pounds) payable to the County Council for monitoring the delivery and performance of a Qualifying Trigger contained in this Deed over the lifetime of the Development;

**Deed** means this Second Deed of Variation;

**First Deed of Variation** means the agreement dated 14 December 2021 made between (1) the Council (2) the County Council and (3) Southern Housing Group Limited pursuant to Sections 106 and 106A of the Act relating to the Site;

**Monitoring Fee** means the sum of £3,900 (three thousand nine hundred pounds) in respect of the Council's costs of monitoring the obligations in this Deed;

**Permission** means the Variation Permission;

**Principal Agreement** means the agreement dated 6 August 2018 made between (1) the Council (2) the County Council (3) and Southern Housing Group Limited pursuant to Section 106 of the Act relating to the Site;

**Qualifying Trigger** means any trigger contained within this Deed that attracts the County Council Monitoring Contribution because its implementation and/or adherence requires monitoring by the County Council;

**Supplemental Agreement** means the agreement dated 30 October 2018 entered into by the Council, the County Council and Southern Housing Group Limited which supplements the Principal Agreement and binds all of the Owner's freehold interest in the Unregistered Land;

**Variation Application** means the application for planning permission submitted by the Owner to the Council Ref: AWDM/1315/22 submitted on 2 August 2022 for the application to vary condition 1, 23, 26 and 34 of previously approved AWDM/1497/17 (as amended by AWDM/1307/22) to incorporate: (i) 39 additional homes (together with 8 no subject of previous application AWDM/2037/20) to give a new total of 587 homes (ii) associated

changes to profiles of riverside blocks A-F (heights unchanged); (iii) reduce commercial spaces (Class E a, b, c and g) to 2,163sqm; (iv) reduce the level of car parking to 381 residential spaces and 24 commercial spaces, with provision of car club (v) re-use of existing sheet piling to support riverside walkway (omitting need for approved posts) (vi) revised energy strategy. Also, design amendments to blocks G and H, increasing overall height of block G by 1.08m (previously the subject of applications AWDM/2037/20 and AWDM/1952/20);

**Variation Permission** means the planning permission granted pursuant to the Variation Application.

##### 3 Legal Effect

- 3.1 This Deed is supplemental to the Principal Agreement and relates to and binds the Site and is made pursuant to the provisions of sections 106 and 106A of the Act and is a planning obligation for the purposes of section 106 of the Act enforceable by the Council as planning authority against the Owner in respect of the Site and enforceable by the County Council against the Owner in respect of the Site. Insofar as the provisions hereof do not constitute planning obligations for the purposes of section 106 of the Act this Deed is also entered into pursuant to section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other powers enabling the Council thereunto.
- 3.2 Nothing in this Deed shall prejudice or affect the rights, powers, duties and obligations of the Council in the exercise by them of its statutory functions.
- 3.3 This Deed shall be registered as a local land charge in the Register of Local Land Charges maintained by the Council.
- 3.4 This Deed is subject to and will be construed in all respects in accordance with the provisions of English law.
- 3.5 Save in respect of clause 5 of this Deed and subject to clause 3.6 this Deed shall not take effect until the Variation Permission is granted.
- 3.6 The variations in paragraphs 5, 9 and 14 of Schedule 1 to this Deed shall be conditional on Commencement of Development of the Variation Permission.
- 3.7 If any provisions in this Deed shall be held invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired.

##### 4 Variation of the Principal Agreement

- 4.1 Save as expressly varied by this Deed the Principal Agreement shall remain in full force and effect.
- 4.2 Where any obligation under the Principal Agreement has been complied with that obligation shall be deemed to have been complied with under the Principal Agreement as varied by this Deed.
- 4.3 The parties to this Deed hereby agree that the Principal Agreement shall be varied in the manner set out in the Schedules to this Deed.



5 **Costs**

- 5.1 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.
- 5.2 The Owner shall pay the Monitoring Fee to the Council on completion of this Deed.
- 5.3 The Owner covenants to pay the County Council Monitoring Contribution to the County Council on completion of this Deed.

6 **Contracts (Rights of Third Parties) Act 1999**

No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 other than by the parties and their successors in title and assigns and any successor to the Council and County Council's functions.

**Schedule 1**

**Variations to the Principal Agreement**

The Principal Agreement shall be varied as follows:

- 1 The following definitions shall be inserted into clause 1:

**"Phase 1 Development Area** means construction of blocks G/G1 and H within the area outlined in red on the drawing with reference number 3117-ACA-ZZ-ZZ-DR-A-1900\_S1 Revision P01 by Alan Camp Architects attached as Appendix 6);

**Phase** means a phase of the Development as identified on the Phasing Plan;

**Variation Application** means the application for planning permission submitted by the Owner to the Council Ref: AWDM/1315/22 submitted on 2 August 2022 for the application to vary condition 1, 23, 26 and 34 of previously approved AWDM/1497/17 to incorporate: (i) 39 additional homes (together with 8no subject of previous application AWDM/2037/20) to give a new total of 587 homes (ii) associated changes to profiles of riverside blocks A-F (heights unchanged); (iii) reduce commercial spaces (Class E a, b, c and g) to 2,163sqm; (iv) reduce the level of car parking to 381 residential spaces and 24 commercial spaces, with provision of car club (v) re-use of existing sheet piling to support riverside walkway (omitting need for approved posts) (vi) revised energy strategy. Also, design amendments to blocks G and H, increasing overall height of block G by 1.08m (previously the subject of applications AWDM/2037/20 and AWDM/1952/20);"

- 2 In clause 1 the definitions of **Development** and **Planning Permission** shall be deleted and replaced with the following:

**"Development** means the development of the Site as set out in the Applications and/or the Variation Application and approved by the Planning Permission"

**"Planning Permission** means the planning permission subject to conditions granted by the Council pursuant to the Application and/or the Variation Application"

- 3 Clause 12.2 shall be deleted and replaced with the following clause:

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

*A = (B x C) 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 from the Specified Date*

*D is the All-In tender Price Index from 16 August 2023*

*C/D is equal to or greater than 1."*

- 4 The following wording shall be added to clause 16 after sub-clause 15.2:



"15.3 In the case of any difference or dispute arising out of the provisions of paragraphs 4 to 5 of Schedule 2A (Car Club) the same shall be referred to an independent chartered transport consultant of at least 10 (ten) years standing who shall be nominated in default of agreement between the Owner and the Council by the President of the Chartered Institution of Highways & Transportation or his or her deputy."

5 The existing clause 15.3 shall be re-numbered 15.4 and the wording "or independent chartered transport consultant" shall be added after "Counsel".

6 A new clause 18 shall be inserted into the Principal Agreement as follows:

"18. **Planning consents granted pursuant to Section 73 of the Act**

18.1 In the event that any new planning permission(s) are granted by the Council pursuant to Section 73 of the Act and unless otherwise agreed between the Parties, with effect from the date that any new planning permission is granted pursuant to Section 73 of the Act:

18.1.1 the obligations in this Agreement shall (in addition to continuing to bind the Site in respect of the Planning Permission) relate to and bind all subsequent planning permission(s) in respect of the Site granted pursuant to Section 73 of the Act and the Application Site itself without the automatic need to enter into any subsequent deed of variation or new agreement pursuant to Section 196 of the Act;

18.1.2 the definitions of Application, Development and Planning Permission in this Agreement shall be construed to include references to any applications under Section 73 of the Act, the planning permission(s) granted thereunder and the development permitted by such subsequent planning permission(s); and

18.1.3 this Agreement shall be endorsed with the following words in respect of any future Section 73 application:

"The obligations in this Agreement relate to and bind the Site in respect of which a new planning permission referenced [ ] has been granted pursuant to Section 73 of the Act."

provided that nothing in this clause shall fetter the discretion of the Council in determining any application(s) under Section 73 of the Act or the appropriate nature and/or quantum of Section 106 obligations in so far as they are materially different to those contained in this Agreement and required pursuant to a determination under Section 73 of the Act whether by way of a new deed or supplemental deed pursuant to Section 106 of the Act."

7 The Affordable Housing Plan at Appendix 3 of the Principal Agreement shall be replaced with the plan attached to this Deed at Schedule 2.

8 The Publicly Accessible Open Space Plan at Appendix 4 of the Principal Agreement shall be replaced with the plan attached to this Deed at Schedule 3.

9 The drawing showing the Phase 1 Development Area (reference 3117-ACA-ZZ-ZZ-DR-A-1900\_S1 Revision P01) attached at Schedule 4 of this Deed shall be inserted into the Principal Agreement as a new Appendix 6.

**Variations to Schedule 1 of the Principal Agreement**

10 The definition of **Affordable Housing Scheme** in Schedule 1 shall be varied so as to replace the words "a scheme for the Development which specifies..." with "a scheme for a Phase of the Development which specifies..."

11 The definition of **Affordable Housing Units** in Schedule 1 shall be varied to add the words "and the phrase "Affordable Housing Unit" shall mean any one of them" at the end of the existing definition;

12 The definition of **Air Quality Contribution** in Schedule 1 shall be deleted and replaced with the following definitions:

"Phase 1 Air Quality Contribution means the sum of £41,793.22 (forty one thousand seven hundred and ninety three pounds and twenty two pence) 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;

Phase 2 Air Quality Contribution means the sum of £44,233.70 (forty four thousand two hundred and thirty three pounds and seventy pence) 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;

"Phase 3 Air Quality Contribution" means the sum of £93,043.30 (ninety three thousand and forty three pounds and thirty pence) 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;"

13 The definition of **Environmental Improvements Contribution** in Schedule 1 shall be deleted and replaced with the following definition:

"means the sum of £38,000 (thirty eight thousand pounds) to be used towards environmental improvement and mitigation measures (to be agreed in consultation with the Environment Agency) necessary as a result of the Development"

14 The definition of **Health (Primary Care Facilities) Contribution** in Schedule 1 shall be deleted and replaced with the following definition:

"means a payment for each Phase calculated at a rate of £612.82 (six hundred and twelve pounds and eighty two pence) per Dwelling based on the number of Dwellings within the relevant Phase as specified with the approved Phasing Plan 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".

15 The definition of **Phasing Plan** in Schedule 1 shall be deleted and replaced with the following definition:



**"Phasing Plan** means a plan detailing the three phases in which the Development will be carried out which shall specify the number of Dwellings within each Phase" at the end of the existing definition."

- 16 Paragraph 2.3 of Schedule 1 of the Principal Agreement shall be deleted and replaced with the following:

"2.3 The Owner shall provide a minimum of 176 Affordable Housing Units in accordance with the Affordable Housing Scheme to be submitted and agreed with the Council for each Phase."

- 17 Paragraphs 2.4 and 2.5, of Schedule 1 of the Principal Agreement shall be deleted and replaced with "not used".

- 18 Paragraph 2.6 of Schedule 1 of the Principal Agreement shall be deleted and replaced with the following:

"2.2.1 To submit an Affordable Housing Scheme for Phase 1 to the Council for approval within 20 Working Days of ;

2.2.2 To submit an Affordable Housing Scheme for Phase 2 to the Council for approval within 20 Working Days of ; and

2.2.3 To submit an Affordable Housing Scheme for Phase 3 to the Council for approval prior to Commencement of Development of Phase 3."

- 19 Paragraph 2.7 of Schedule 1 of the Principal Agreement shall be deleted and replaced with the following:

"2.7.1 Not to Occupy Phase 1 until the Affordable Housing Scheme for Phase 1 has been approved in writing by the Council;

2.7.2 Not to Occupy Phase 2 until the Affordable Housing Scheme for Phase 2 has been approved in writing by the Council; and

2.7.3 Not to Commence Development of Phase 3 until the Affordable Housing Scheme for Phase 3 has been approved in writing by the Council,

and each scheme hereby approved shall be referred to as the Approved Affordable Housing Scheme."

- 20 Paragraph 3 of Schedule 1 of the Principal Agreement shall be deleted and replaced with the following:

"3.1 To pay the Phase 1 Air Quality Contribution to the Council prior to Occupation of the first Dwelling in the first Phase of the Development as approved by the Phasing Plan; and

3.2 Not to Occupy the first Dwelling in the first Phase of the Development until the Phase 1 Air Quality has been paid to the Council.

3.3 To pay the Phase 2 Air Quality Contribution to the Council prior to Occupation of the first Dwelling in the second Phase of the Development as approved by the Phasing Plan; and

3.4 Not to Occupy the first Dwelling in the second Phase of the Development until the Phase 2 Air Quality Contribution has been paid to the Council.

3.5 To pay the Phase 3 Air Quality Contribution to the Council prior to Occupation of the first Dwelling in the third Phase of the Development as approved by the Phasing Plan; and

3.6 Not to Occupy the first Dwelling in the third Phase of the Development until the Phase 3 Air Quality Contribution has been paid to the Council."

- 21 Paragraph 4 of Schedule 1 of the Principal Agreement shall be deleted and replaced with the following:

"4.1 To pay the relevant part of the Health (Primary Care Facilities) Contribution to the Council prior to Occupation of each Phase; and

4.2 Not to Occupy any Phase until the Health (Primary Care Facilities) Contribution applicable to that Phase has been paid."

- 22 A new paragraph 5.14 shall be inserted into Schedule 1 of the Principal Agreement as follows:

"5.14 Paragraphs 5.6 to 5.13 (inclusive) of this Schedule shall not apply in the event that the Owner or any other Registered Provider is to manage and maintain the Publicly Accessible Open Space in lieu of a Management Company."

- 23 Paragraph 6.3 of Schedule 1 of the Principal Agreement shall be deleted and replaced with the following:

"6.1 To pay the Environmental Improvements Contribution to the Council prior to Occupation of the first Dwelling in the first Phase of the Development as approved by the Phasing Plan; and

6.2 Not to Occupy the first Dwelling in the first Phase of the Development until the Environmental Improvements Contribution has been paid."

- 24 Paragraph 7 of Schedule 1 shall be varied as follows:

Wording shall be inserted at the beginning of the paragraph as follows:

"The entirety of this paragraph 7 shall apply to the Phase 1 Development Area only"

A new paragraph 7.7 shall be added into Schedule 1 as follows:

"7.7 The Owner shall be responsible for all additional costs of adapting the individual Dwellings within the Phase 1 Development Area to a Heat Network that arise directly or indirectly as a result of the design and implementation of the Planning Permission and the revised energy strategy approved by the Permission and such additional adaptation costs for individual Dwellings within the Phase 1 Development Area shall



not be taken into account in the assessment of whether connection to a Heat Network is financially and technically viable in accordance with paragraph 7.6."

25 A new paragraph 8 shall be added into Schedule 1 as follows:

**"8 Notification**

8.1 To notify the Council and County Council in writing prior to Commencement of Development of the Planning Permission.

8.2 To notify the Council and County Council in writing of the final housing mix for each Phase of the Development prior to Commencement of Development of each Phase of the Development"

**Variations to Schedule 2 of the Principal Agreement**

26 The following definitions shall be deleted from Schedule 2:

**"Education (Primary) Contribution", "Education (Secondary) Contribution", "Education (Sixth Form) Contribution", "Fire and Rescue Service Contribution" and "Highways Mitigation Contribution"**

27 The following definitions shall be inserted into Schedule 2:

**"Cycle Path** the part of the proposed A259 cycle route within the Site;"

**"Cycle Path Safeguarded Area** means a strip of land within the Site approximately 0.5m in width along the Site frontage showing indicatively on the drawing marked WSCC Cycle Path Overlay with Phase One Ground Floor GA Plan Ref: 2052 00 SK-0512 Rev T01;"

**"Cycle Path Works** means the works within the Site to create the Cycle Path;"

**"Highways Mitigation Works** means the following:

- (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) provision of the A259 cycle route which shall include the Cycle Path and Cycle Path Works;
- (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 include real time passenger information; and

(g) wayfinding and Legibility Network Improvements for key destinations consistent with the approach in Brighton and Hove."

**"Phase 1 Contributions** means the Phase 1 Education Contribution, Phase 1 Fire and Rescue Service Contribution, the Phase 1 Highways Mitigation Contribution and the Phase 1 Library Contribution;"

**"Phase 1 Education Contribution** means the sum of £162,410 (one hundred and sixty two thousand four hundred and ten pounds) (comprising £69,753 for primary education, £75,071 for secondary education, and £17,586 for sixth form education) Index Linked payable as a financial contribution towards the cost of providing the additional education infrastructure required to accommodate the extra demands for primary/secondary and sixth form education services that would be generated by the first Phase of the Development and to be used towards expansion of existing primary schools, or innovative solutions to address need in the case of primary education, expansion at either Sit Robert Woodard Academy or Shoreham Academy in the case of secondary education, and expansion at either Sit Robert Woodard Academy Sixth Form or Shoreham Academy Sixth Form in the case of sixth form education to be recalculated only in the event of an approved change to the mix and/or tenure of the Dwellings Index Linked:

$(DfE \text{ figure (Primary)} \times TPR = \text{Phase 1 Education (Primary) Contribution}) + (DfE \text{ figure (Secondary)} \times TPR = \text{Phase 1 Education (Secondary) Contribution}) + (DfE \text{ figure (Sixth Form)} \times TPR = \text{Phase 1 Education (Sixth Form) Contribution}) = \text{Phase 1 Education Contribution where:}$

Note: x = "multiplied by ..."

DfE Figure = Department for Education (DfE) Primary/Secondary/Sixth Form school building costs per pupil place as adjusted for the West Sussex area applicable at the date when the Education Contribution is paid (which currently for the financial year 2023/2024 is £20,567 for Primary, £30,989 for Secondary/ and £33,608 for Sixth Form) updated as necessary by the Royal Institute of Chartered Surveyors Building Costs Information Service All-In Tender Price Index.

Total Places Required (number of school places the first Phase of the Development will generate) = Average Child Product (ACP) x Year Groups

ACP = The estimated additional number of school age children likely to be generated by the first Phase of the Development calculated by reference to the total number of Housing Units/Dwellings, less any allowance for affordable dwellings (which for Adur District is 100% for social rented/affordable rent but for all other forms of affordable tenure no discount is applied), as approved by the Planning Permission, less any allowance for 1 bed dwellings. WSCC use the latest published occupancy rates from the census statistics published by the Office for National Statistics:



Dwelling Size		Occupancy	
		House	Flat
1 bed	=	1.5	1.3
2 bed	=	1.9	1.9
3 bed	=	2.5	2.4
4+ bed	=	3.0	2.8

To determine an overall population increase the following factors are applied.

There are 14 persons per 1000 population in each school year group for houses and 5 persons per 1000 population in each school year group for flats (2001 Census data).

Year Groups = There are 7 year groups for Primary (years R to 6) and 5 for Secondary (years 7 to 11). For Sixth Form there are two year groups (years 12 and 13) but a factor of 0.54 is applied to the TPR figure as this is the average percentage of year 11 school leavers who continue into Sixth Form education in West Sussex;

**"Phase 2 Contributions** means the Phase 2 Education Contribution, Phase 2 Fire and Rescue Service Contribution, the Phase 2 Highways Mitigation Contribution and the Phase 2 Library Contribution;"

**"Phase 2 Education Contribution** means the sum of £162,410 (one hundred and sixty two thousand four hundred and ten thousand) (comprising £69,753 for primary education, £75,071 for secondary education and £17,586 for sixth form education) Index Linked payable as a financial contribution towards the cost of providing the additional education infrastructure required to accommodate the extra demands for primary/secondary and sixth form education services that would be generated by the second Phase of the Development and to be used towards expansion of existing primary schools, or innovative solutions to address need in the case of primary education, expansion at either Sit Robert Woodard Academy or Shoreham Academy in the case of secondary education, and expansion at either Sit Robert Woodard Academy Sixth Form or Shoreham Academy Sixth Form in the case of sixth form education and calculated in accordance with the following formula to be recalculated only in the event of an approved change to the mix and/or tenure of the Dwellings Index Linked:

(DfE figure (Primary) x TPR = Phase 2 Education (Primary) Contribution) + (DfE figure (Secondary) x TPR = Phase 2 Education (Secondary) Contribution) + (DfE figure (Sixth Form) x TPR = Phase 2 Education (Sixth Form) Contribution) = Phase 2 Education Contribution where:

Note: x = "multiplied by ..."

DfE Figure = Department for Education (DfE) Primary/Secondary/Sixth Form school building costs per pupil place as adjusted for the West Sussex area applicable at the date when the Education Contribution is paid (which currently for the financial year 2023/2024 is £20,567 for Primary, £30,989 for Secondary/ and £33,608 for Sixth Form) updated as necessary by the Royal Institute of Chartered Surveyors Building Costs Information Service All-In Tender Price Index.

Total Places Required (number of school places the second Phase of the Development will generate) = Average Child Product (ACP) x Year Groups

ACP = The estimated additional number of school age children likely to be generated by the first Phase of the Development calculated by reference to the total number of Housing Units/Dwellings, less any allowance for affordable dwellings (which for Adur District is 100% for social rented/affordable rent but for all other forms of affordable tenure no discount is applied), as approved by the Planning Permission, less any allowance for 1 bed dwellings. WSCC use the latest published occupancy rates from the census statistics published by the Office for National Statistics:

Dwelling Size		Occupancy	
		House	Flat
1 bed	=	1.5	1.3
2 bed	=	1.9	1.9
3 bed	=	2.5	2.4
4+ bed	=	3.0	2.8

To determine an overall population increase the following factors are applied.

There are 14 persons per 1000 population in each school year group for houses and 5 persons per 1000 population in each school year group for flats (2001 Census data).

Year Groups = There are 7 year groups for Primary (years R to 6) and 5 for Secondary (years 7 to 11). For Sixth Form there are two year groups (years 12 and 13) but a factor of 0.54 is applied to the TPR figure as this is the average percentage of year 11 school leavers who continue into Sixth Form education in West Sussex;

**"Phase 3 County Council Contributions** means the Phase 3 Education Contribution, Phase 3 Fire and Rescue Contribution, the Phase 3 Highways Mitigation Contribution and the Phase 3 Library Contribution;"

**"Phase 3 Education Contribution** means the sum of £640,755 (six hundred and forty thousand seven hundred and fifty five pounds) (comprising £275,197 for primary education, £296,177 for secondary education and £69,381 for sixth form education) Index Linked payable as a financial contribution towards the cost of providing the additional education infrastructure required to accommodate the extra demands for primary/secondary and sixth form education services that would be generated by the third Phase of the Development and to be used towards expansion of existing primary schools, or innovative solutions to address need in the case of primary education, expansion at either Sit Robert Woodard Academy or Shoreham Academy in the case of secondary education, and expansion at either Sit Robert Woodard Academy Sixth Form or Shoreham Academy Sixth Form in the case of sixth form education and calculated in accordance with the following formula to be recalculated only in the event of an approved change to the mix and/or tenure of the Dwellings Index Linked:

(DfE figure (Primary) x TPR = Phase 3 Education (Primary) Contribution) + (DfE figure (Secondary) x TPR = Phase 3 Education (Secondary) Contribution) + (DfE figure (Sixth



Form) x TPR = Phase 3 Education (Sixth Form) Contribution) = Phase 3 Education Contribution where:

Note: x = "multiplied by ..."

DfE Figure = Department for Education (DfE) Primary/Secondary/Sixth Form school building costs per pupil place as adjusted for the West Sussex area applicable at the date when the Education Contribution is paid (which currently for the financial year 2023/2024 is £20,567 for Primary, £30,989 for Secondary/ and £33,608 for Sixth Form) updated as necessary by the Royal Institute of Chartered Surveyors Building Costs Information Service All-In Tender Price Index.

Total Places Required (number of school places the third Phase of the Development will generate) = Average Child Product (ACP) x Year Groups

ACP = The estimated additional number of school age children likely to be generated by the third Phase of the Development calculated by reference to the total number of Housing Units/Dwellings, less any allowance for affordable dwellings (which for Adur District is 100% for social rented/affordable rent but for all other forms of affordable tenure no discount is applied) , as approved by the Planning Permission, less any allowance for 1 bed dwellings. WSCC use the latest published occupancy rates from the census statistics published by the Office for National Statistics:

Dwelling Size		Occupancy	
		House	Flat
1 bed	=	1.5	1.3
2 bed	=	1.9	1.9
3 bed	=	2.5	2.4
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To determine an overall population increase the following factors are applied.

There are 14 persons per 1000 population in each school year group for houses and 5 persons per 1000 population in each school year group for flats (2001 Census data).

Year Groups = There are 7 year groups for Primary (years R to 6) and 5 for Secondary (years 7 to 11). For Sixth Form there are two year groups (years 12 and 13) but a factor of 0.54 is applied to the TPR figure as this is the average percentage of year 11 school leavers who continue into Sixth Form education in West Sussex;

**"Phase 1 Fire and Rescue Service Contribution** means the sum of £2,821 (two thousand eight hundred and twenty one pounds) to be paid as a contribution towards the provision of fire service infrastructure (excluding fire hydrants) in the vicinity of the Land to serve the additional needs of the community generated by the first phase of the Development and to be used 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 and calculated in accordance with the following formula to be

recalculated only in the event of an approved change to the mix and/or tenure of the Dwellings;

Y x Z = Fire and Rescue Service Contribution where:

Note: x = "multiplied by"

Y = The estimated adjusted increase in population generated by the first phase of the Development, calculated by reference to the total number of Housing Units, less any allowance for affordable dwellings (which for Adur District is 100% for social rented/affordable rent but for all other forms of affordable tenure no discount is applied) as approved by the Planning Permission. WSCC use the latest published occupancy rates from census statistics published by the Office for National Statistics:

Dwelling Size		Occupancy	
		House	Flat
1 bed	=	1.5	1.3
2 bed	=	1.9	1.9
3 bed	=	2.5	2.4
4+ bed	=	3.0	2.8

Z = the estimated costs of providing additional Fire and Rescue Infrastructure per head in the Southern Service Division of West Sussex at the time of payment (which, for information, for 2023/2024 is £18 for Southern Division)"

**"Phase 2 Fire and Rescue Service Contribution** means the sum of £2,236 (two thousand two hundred and thirty six pounds) to be paid as a contribution towards the provision of fire service infrastructure (excluding fire hydrants) in the vicinity of the Land to serve the additional needs of the community generated by the second phase of the Development and to be used 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 and calculated in accordance with the following formula to be recalculated only in the event of an approved change to the mix and/or tenure of the Dwellings;

Y x Z = Fire and Rescue Service Contribution where:

Note: x = "multiplied by"

Y = The estimated adjusted increase in population generated by the second phase of the Development, calculated by reference to the total number of Housing Units, less any allowance for affordable dwellings (which for Adur District is 100% for social rented/affordable rent but for all other forms of affordable tenure no discount is applied) as approved by the Planning Permission. WSCC use the latest published occupancy rates from census statistics published by the Office for National Statistics:



Dwelling Size		Occupancy	
		House	Flat
1 bed	=	1.5	1.3
2 bed	=	1.9	1.9
3 bed	=	2.5	2.4
4+ bed	=	3.0	2.8

Z = the estimated costs of providing additional Fire and Rescue Infrastructure per head in the Southern Service Division of West Sussex at the time of payment (which, for information, for 2023/2024 is £18 for Southern Division);"

"Phase 3 Fire and Rescue Service Contribution means the sum of £9,198 (nine thousand one hundred and ninety eight pounds) to be paid as a contribution towards the provision of fire service infrastructure (excluding fire hydrants) in the vicinity of the Land to serve the additional needs of the community generated by the Development and to be used towards the re-development and relocation of fire stations and associated vehicles and equipment in West Sussex Fire Rescue Services Southern Area serving Shoreham/Southwick and calculated in accordance with the following to be recalculated only in the event of an approved change to the mix and/or tenure of the Dwellings;

$Y \times Z$  = Fire and Rescue Service Contribution where:

Note: x = "multiplied by"

Y = The estimated adjusted increase in population generated by the third phase of the Development, calculated by reference to the total number of Housing Units, less any allowance for affordable dwellings (which for Adur District is 100% for social rented/affordable rent but for all other forms of affordable tenure no discount is applied) as approved by the Planning Permission. WSCC use the latest published occupancy rates from census statistics published by the Office for National Statistics:

Dwelling Size		Occupancy	
		House	Flat
1 bed	=	1.5	1.3
2 bed	=	1.9	1.9
3 bed	=	2.5	2.4
4+ bed	=	3.0	2.8

Z = the estimated costs of providing additional Fire and Rescue Infrastructure per head in the Southern Service Division of West Sussex at the time of payment (which, for information, for 2023/2024 is £18 for Southern Division)."

"Phase 1 Highways Mitigation Contribution means the sum of £198,256.81 (one hundred and ninety eight thousand two hundred and fifty six pounds and eighty one pence) calculated

at a rate of £1,447.13 per Dwelling based on the number of Dwellings within the relevant Phase as specified in the approved Phasing Plan and to be used towards the Highways Mitigation Works;"

"Phase 2 Highways Mitigation Contribution means the sum of £209,833.85 (two hundred and nine thousand eight hundred and thirty three pounds and eighty five pence) calculated at a rate of £1,447.13 per Dwelling based on the number of Dwellings within the relevant Phase as specified in the approved Phasing Plan and to be used towards the Highways Mitigation Works;"

"Phase 3 Highways Mitigation Contribution means the sum of £441,374.65 (four hundred and forty one thousand three hundred and seventy four pounds and sixty five pence) calculated at a rate of £1,447.13 per Dwelling based on the number of Dwellings within the relevant Phase as specified in the approved Phasing Plan and to be used towards the Highways Mitigation Works;"

"Phase 1 Library Contribution means the sum of £33,055 (thirty three thousand and fifty five pounds) payable as a financial contribution towards the costs of providing the additional library infrastructure required to accommodate the extra demands for library services that would be generated by the first phase of the Development and to be used towards a new library facility for Shoreham and calculated in accordance with the following formula to be recalculated only in the event of an approved change to the mix and/or tenure of the Dwellings:

$L/1000 \times AP$  = Library Contribution where:

Note: x = multiplied by.

$L/1000$  = Extra library space in sq.m per 1,000 population x the library cost multiplier applicable at the date the Library Contribution is paid (which currently for the financial year 2023/2024 are 35 sq.m and £6,027 per sq.m respectively).

AP (Adjusted Population) = The estimated number of additional persons generated by the first phase of the Development calculated by reference to the total number of Housing Units/Dwellings, less any allowance for affordable dwellings (which for Adur District is 100% for social rented/affordable rent but for all other forms of tenure no discount is applied), as approved by the Planning Permission.

WSCC use the latest published occupancy rates from census statistics published by the Office for National Statistics:

Dwelling Size		Occupancy	
		House	Flat
1 bed	=	1.5	1.3
2 bed	=	1.9	1.9
3 bed	=	2.5	2.4
4+ bed	=	3.0	2.8"



**"Phase 2 Library Contribution** means the sum of £26,199 (twenty six thousand one hundred and ninety nine pounds) payable as a financial contribution towards the costs of providing the additional library infrastructure required to accommodate the extra demands for library services that would be generated by the second phase of the Development and to be used towards a new library facility for Shoreham and calculated in accordance with the following formula to be recalculated only in the event of an approved change to the mix and/or tenure of the Dwellings:

$L/1000 \times AP = \text{Library Contribution where:}$

Note: x = multiplied by.

$L/1000 = \text{Extra library space in sq.m per 1,000 population} \times \text{the library cost multiplier applicable at the date the Library Contribution is paid (which currently for the financial year 2023/2024 are 35 sq.m and £6,027 per sq.m respectively).}$

$AP \text{ (Adjusted Population)} = \text{The estimated number of additional persons generated by the second phase of the Development calculated by reference to the total number of Housing Units/Dwellings, less any allowance for affordable dwellings (which for Adur District is 100% for social rented/affordable rent but for all other forms of tenure no discount is applied), as approved by the Planning Permission.}$

WSCC use the latest published occupancy rates from census statistics published by the Office for National Statistics:

Dwelling Size		Occupancy	
		House	Flat
1 bed	=	1.5	1.3
2 bed	=	1.9	1.9
3 bed	=	2.5	2.4
4+ bed	=	3.0	2.8"

**Phase 3 Library Contribution** means the sum of £107,793 (one hundred and seven thousand seven hundred and ninety three pounds) payable as a financial contribution towards the costs of providing the additional library infrastructure required to accommodate the extra demands for library services that would be generated by the third phase of the Development and to be used towards a new library facility for Shoreham and calculated in accordance with the following formula to be recalculated only in the event of an approved change to the mix and/or tenure of the Dwellings:

$L/1000 \times AP = \text{Library Contribution where:}$

Note: x = multiplied by.

$L/1000 = \text{Extra library space in sq.m per 1,000 population} \times \text{the library cost multiplier applicable at the date the Library Contribution is paid (which currently for the financial year 2023/2024 are 35 sq.m and £6,027 per sq.m respectively).}$

$AP \text{ (Adjusted Population)} = \text{The estimated number of additional persons generated by the third phase of the Development calculated by reference to the total number of Housing Units/Dwellings, less any allowance for affordable dwellings (which for Adur District is 100% for social rented/affordable rent but for all other forms of tenure no discount is applied), as approved by the Planning Permission.}$

WSCC use the latest published occupancy rates from census statistics published by the Office for National Statistics:

Dwelling Size		Occupancy	
		House	Flat
1 bed	=	1.5	1.3
2 bed	=	1.9	1.9
3 bed	=	2.5	2.4
4+ bed	=	3.0	2.8"

28 Paragraph 1.1 of Schedule 2 shall be deleted and replaced with the following to read as follows:

*"To pay the Phase 1 Contributions prior to Occupation of the first Dwelling in the first Phase of the Development as approved by the Phasing Plan"*

29 Paragraph 1.3 of Schedule 2 shall be deleted and replaced with the following to read as follows:

*"To pay the Phase 2 Contributions, prior to Occupation of the first Dwelling in the second Phase of the Development as approved by the Phasing Plan"*

30 Paragraph 1.4 of Schedule 2 shall be amended to read:

*"Not to occupy the second Phase of the Development as approved by the Phasing Plan until the Phase 2 Contributions have been paid to the County Council."*

31 A new paragraph 1.5 of Schedule 2 shall be inserted to read:

*"To pay the Phase 3 County Council Contributions prior to Occupation of the first Dwelling in the third Phase of the Development as approved by the Phasing Plan"*

32 A new paragraph 1.6 of Schedule 2 shall be inserted to read:

*"Not to occupy the third Phase of the Development as approved by the Phasing Plan until the Phase 3 County Council Contributions have been paid to the County Council"*

33 Paragraph 2 of Schedule 2 shall be deleted a new paragraph 2 shall be added to Schedule 2 as follows:

## "2 Cycle Path

2.1 Not to develop any land within the Cycle Path Safeguarded Area in a manner that will jeopardise in any way delivery of the Cycle Path unless the County Council



notifies the Owner in writing that the Cycle Path Safeguarded Area is no longer required provided that the Owner may (but is not obliged to) to use or landscape the Cycle Path Safeguarded Area in a manner that does not prejudice the delivery of the Cycle Path.

2.2 In the event that that the County Council obtains planning permission (if required) for the Cycle Path within the Site and serves a notice on the Owner that it intends to carry out the Cycle Path Works the Owner shall provide a licence to the County Council (and its agents and contractors) to enter on to the Site upon reasonable terms and at time to be agreed to construct inspect and maintain the Cycle Path at the cost of the County Council Provided That the County Council shall:

2.2.1 have obtained all necessary consents approved and authorisations to carry out the Cycle Path Works;

2.2.2 indemnify and keep indemnified the Owner against and pay to the Owner all costs claims losses damages expenses proceedings or other liabilities incurred by the Owner arising directly or indirectly as a result of the County Council's carrying out of the Cycle Path Works or the subsequent use by the public of the Cycle Path; and

2.2.3 the County Council shall make good any damage or caused to the Site resulting from the Cycle Path Works.

2.3 Following completion of the Cycle Path the Owner shall permit the public to pass and repass along the Cycle Path Provided That the County Council shall at its costs maintain and repair the Cycle Path at all times and the Cycle Path shall not be dedicated or deemed to be dedicated as public highway (unless dedicated in paragraph 2.4 of Schedule 2).

2.4 On written request from the County Council the Owner shall enter into such agreement as is necessary to dedicate the Cycle Path Safeguarded Area (or such part of it as was necessary to develop the Cycle Path) for use by the public and the Owner's reasonable costs of entering into such agreement shall be borne by the County Council."

34 A new paragraph 3 shall be inserted into Schedule 2 as follows:

"3.1 To pay the Phase 1 Library Contribution to the County Council prior to Occupation of the first Dwelling in the first Phase of the Development as approved by the Phasing Plan; and

3.2 Not to Occupy the first Dwelling in the first Phase of the Development until the Phase 1 Library Contribution has been paid to the County Council.

3.3 To pay the Phase 2 Library Contribution to the County Council prior to Occupation of the first Dwelling in the second Phase of the Development as approved by the Phasing Plan; and

3.4 Not to Occupy the first Dwelling in the second Phase of the Development until the Phase 2 Library Contribution has been paid to the County Council."

## Variations to Schedule 3 of the Principal Agreement

35

Schedule 3 in the Principal Agreement shall be deleted and replaced as follows:

### Viability Reassessment

#### Definitions

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

**Contributions** means the 3G Pitches Contribution, the Indoor Bowls Contribution, the Sports Hall Contribution and the Swimming Pool Contribution;

**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 (£38,174) to be used by the Council towards the indoor bowls facility in the vicinity of the Site;

**S73 Viability Assessment** means the viability assessment of Turner Morum dated 6 December 2022 submitted with the Variation Application and as reviewed and updated by Dixon Searle Partnership in January 2023;

**Second Viability Reassessment** means a reassessment of the viability of the Development in using the methodology of the S73 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;

**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 13.6% 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 9 Shared Ownership Units to Affordable Rented Housing; and



**Viability Reassessment Fee** means the fee reasonably and properly incurred by the Council in appointing assessing the Second Viability Reassessment up to a maximum of five thousand pounds (£5,000).

The Owner covenants with the Council as follows:

- 1 To submit to the Council the Second Viability Reassessment for the Council's review and approval prior to Occupation of the 450<sup>th</sup> Dwelling.
- 2 Not to Occupy more than 500 Dwellings at the Development until the Second Viability Reassessment has been submitted to and approved by the Council in consultation with the County Council.
- 3 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 Second Viability Reassessment.
- 4 The Council (in consultation with the County Council) will consider the Second Viability Reassessment and within twenty (20) Working Days it will serve written notice on the party who submitted the Second Viability Reassessment confirming either:
  - 4.1 that it accepts the conclusions of the Second Viability Reassessment (the **Acceptance Notice**); or
  - 4.2 that it rejects (with reasons) the conclusions of the Second Viability Reassessment and if so it shall also indicate:
    - 4.2.1 its own assessment of the conclusions of the Second Viability Reassessment (as submitted); and
    - 4.2.2 the level of Surplus it considers should be provided (the **Non Acceptance Notice**);
- 5 In the event of the service of a Non Acceptance Notice the parties will seek to negotiate:
  - 5.1 an agreed form of Second Viability Reassessment; and
  - 5.2 an agreed Surplus.
- 6 In the event that the parties are not able to agree the Second Viability Reassessment any party shall be entitled to refer the matter to an expert in accordance with clause 15 of this Deed.
- 7 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 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 Owner's absolute discretion to agree.
- 8 **Variations to Schedule 4 of the Principal Agreement**
- 9 A new paragraph 5 shall be inserted into Schedule 4 as follows:

## "5 Cycle Path

The County Council covenants with the Owner to carry out and complete the Cycle Path Works promptly and diligently following service of the notice required by paragraph 3.2 of Schedule 2 and to comply with the obligations on its part set out in paragraph 3 of Schedule 2."

- 10 A new Schedule 2A shall be inserted after Schedule 2 as follows:

### **Schedule 2A – Covenants with the Council and with the County Council**

**Car Club** means a car hiring club which Occupiers of the Development may join and which allows members to hire a car made available by the Car Club Operator from a Car Club Parking Space;

**Car Club Management Plan** means a plan setting out the details of how the Car Club Parking Spaces will be managed and shall include:

- (a) a detailed plan showing the layout of the spaces;
- (b) the number of Car Club Vehicles to be provided;
- (c) details of the signage to be provided;
- (d) arrangements for the appointment of a Car Club Operator;
- (e) details of how the Owner will promote usage and expansion of the Car Club;
- (f) details of how the Owner will facilitate and manage future expansion of the Car Club and any required additional Car Club Parking Spaces;
- (g) proposals for the management of the Car Club Parking Spaces
- (h) Details of monitoring the take up of the Car Club Vehicle(s) after each Phase and following completion of the development.

**Car Club Membership** means in respect of the first Occupier of each Dwelling, one year free membership of the Car Club and £50 drive time voucher commencing on the date when that Occupier first Occupies the Dwelling **provided that** free membership shall only offered to one Occupier per Dwelling;

**Car Club Operator** means a company to operate Car Clubs as is agreed with the Council in writing;

**Car Club Parking Spaces** means up to twelve (12) car parking spaces together with the same number of electric vehicle charging facilities to be provided within in accordance with the Car Club Management Plan;

**Car Club Vehicle** means a vehicle provided by the Car Club:

- (a) within six (6) months of the date of this Deed the Owner shall submit a Car Club Management Plan to the Council for its written approval.



- (b) *the Development shall not be Occupied until the Car Club Management Plan has been approved in writing by the Council.*
- (c) *the Owner shall provide the first Car Club Vehicle and first Car Club Parking Space upon first Occupation of the Development.*
- (d) *the Owner shall carry out or procure the carrying out of a written review of the Car Club on an annual basis with the first review to take place twelve (12) months following the completion of Phase 1 until twelve (12) months following the completion of Phase 3 and an additional review two (2) years following full occupation of the Development to determine whether further Car Club Parking Spaces are needed and submit this review to the Council. If the findings of the review are agreed with the Council, the Owner shall provide further Car Club Vehicles and Car Club Parking Spaces if such a need is demonstrated PROVIDED THAT the number of Car Club Vehicles and Car Club Parking Spaces shall not exceed twelve (12).*
- (e) *the Owner shall offer Car Club Membership to the first household to Occupy each Dwelling, such offer to remain valid for six months from the date of the offer.*
- (f) *the Owner shall provide Car Club Membership upon explicit acceptance of the offer pursuant to paragraph 5 above provided the offer is accepted within six months of being made,*

and a new clause 5.4 shall be added as follows:

*"The Owner covenants with the Council and with the County Council as set out in Schedule 2A"*

**Schedule 2**  
**Affordable Housing Plan**



HG

ALAN CAMP  
ARCHITECTSaddress : 88 Union Street London SE1 0NW phone : 020 7593 1000  
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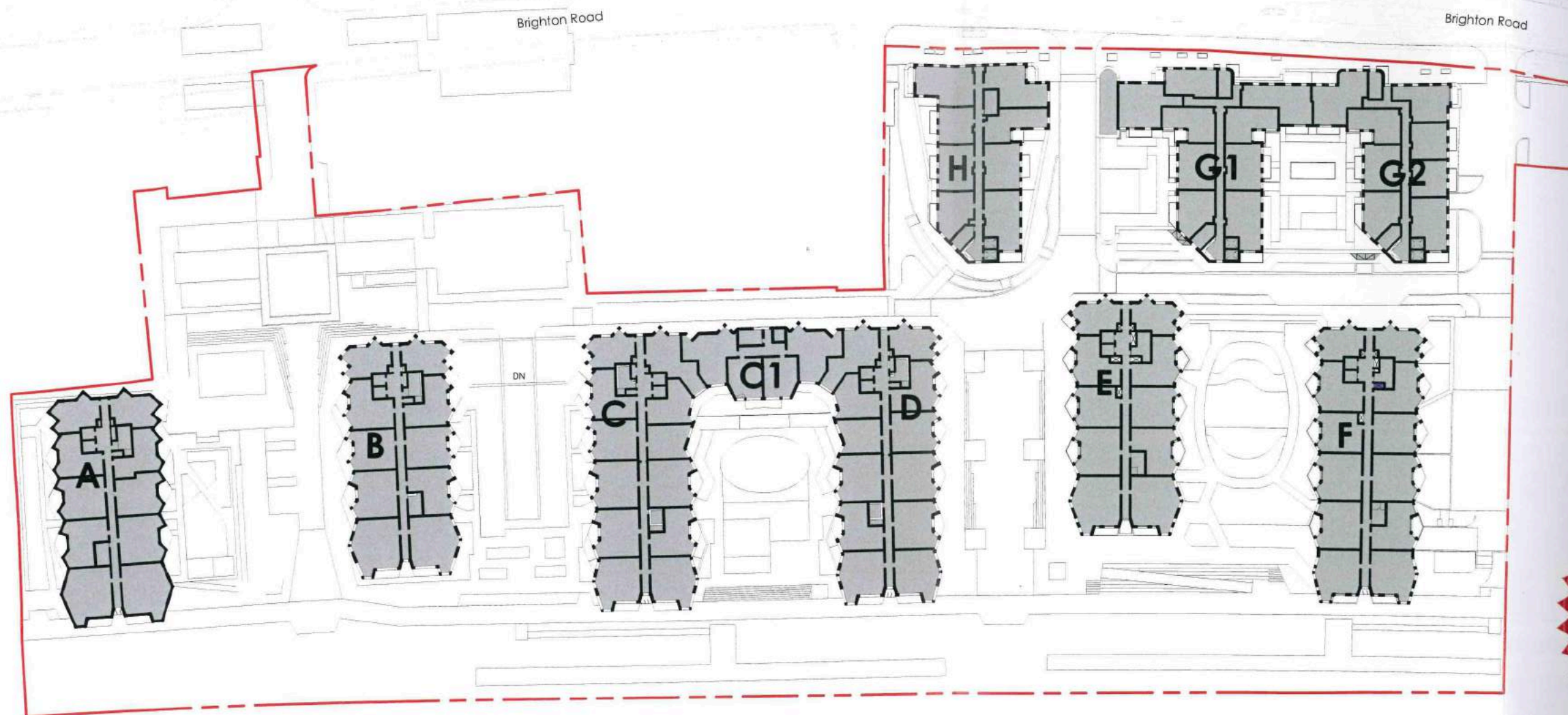
job: Free Wharf Shoreham-by-Sea drawn: HK date: 07/21

drawing: General Arrangement Affordable Housing Plan scale: 1:500 @ A1 1:1000 @ A3 job number: 3117

drawing number: 3117-ACA-ZZ-ZZ-DR-A-1902 \$1 rev. P05

Note: all dimensions to be checked on site before commencement of the work. If the drawing is a copyright, the copyright is in the hands of the architect and the client is to be informed before work is commenced. The drawing is a copyright.

rev	date	description	drawn	check
01	12.07.21	Issued for Planning	HK	G8
02	13.03.23	Reissued following planning approval 31.01.23	HK	SL
03	07.08.23	Phase 2 omitted from schedule	HK	G8
04	29.11.23	Reissued in line with Southern Housing request received 26.11.23	HK	SCH
05	02.02.24	Drawing retitled for clarity	HK	G8



## AFFORDABLE HOUSING PROVISION (OVERVIEW)

Building Name	Affordable Rent	Shared Ownership	Total
Building A	9	30	39
Building E		72	72
Building F	73		73
Building G1		53	53
Building G2		44	44
Building H	40		40
<b>Total</b>	<b>122</b>	<b>199</b>	<b>321</b>

LOCATION PLAN SCALE 1:2500



0m 10m 25m 50m

Affordable Housing Plan  
not for construction



**Schedule 3**

**Publicly Accessible Open Space Plan**



Eastern Avenue

Eastern Avenue

Brighton Road

Brighton Road

HG

ALAN CAMP  
ARCHITECTS

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email : mail@alancamp.com web : www.alancamp.com  
job: Free Wharf Shoreham-by-Sea

drawing: General Arrangement Publicly Accessible Open Space  
drawing number: 3117-ACA-ZZ-00-DR-A-1930  
scale: 1:100 @ A1  
1:200 @ A3  
job number: 3117  
date: 02/24  
rev: P.02

Notes: All dimensions to be checked on the before commencement of the work. If the drawing is required for quantities and work, the architect, user to be informed before work is commenced. This drawing is copyright.  
Validity: Unrestricted for all purposes, when used for all residents.  
rev date description drawn check  
01 02.02.24 First issue for information HK GB  
02 05.02.24 Wording and hatching revised HK GB

3117



PUBLICLY ACCESSIBLE OPEN SPACE - KEY

Publicly Accessible Open Space including roads, paths and open surface parking.

0m 2m 5m 10m

Publicly Accessible Open Space  
not for construction

Indicative Publicly Accessible Open Space Plan including roads, paths and open surface parking.



**Schedule 4**

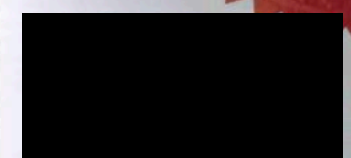
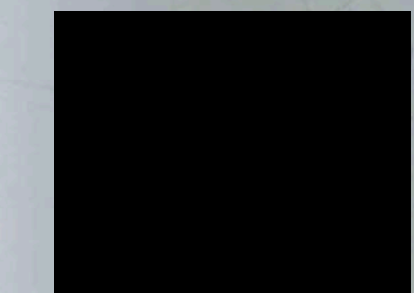
**Phase 1 Development Area**



BRIGHTON ROAD

BLOCK H

BLOCKS G AND G1



**KEY**

- Site Boundary
- Phase 1 Outline

**GA-GENERAL NOTES**

Based on:

- SE Surveying Topographic Survey 006-10/15 dated 26/10/15
- CTWG drawing: 2002-03-08-0003-120 Site Wide Block Plan.pdf
- SHG Sketch: 2002-03-04-0004-001 Ground Floor GA Plan Block G-H
- Project North to True North: 338.53 degrees
- Boundary and coordinates as per CTWG drawings: 2002-03-08-001-110 Boundary and Master Grid Setting Out Plan Sheet 2 of 3.pdf and 2002-03-08-001-110 Boundary and Master Grid Setting Out Plan Sheet 3 of 3.pdf

To be read in conjunction with:

- GA-F series Plan dwgs
- GA-S series Section dwgs
- SC series Schedule dwgs
- D series Detail dwgs
- Bathroom Type (B100) - Refer to SC-61 series dwgs to follow
- Kitchen Type (K100) - Refer to SC-61 series dwgs to follow
- Structural Engineers Details - to follow
- Mechanical Engineers Details - to follow
- Civil Engineers Details - to follow

**LOCATION PLAN** **SCALE 1:2500**

**Phase 1 Area Plan**  
not for construction



This Agreement has been executed on the date stated at the beginning of it.

executed as a deed by affixing the Common Seal of )  
THE DISTRICT COUNCIL OF ADUR )  
in the presence of: )



Authorised signatory

witness signature

name CAROLINE VERRY  
address TOWN HALL, CHAPEL ROAD, WORTHING BN11 1HA  
occupation SENIOR LAWYER

executed as a deed by affixing the Common Seal of )  
WEST SUSSEX COUNTY COUNCIL )  
in the presence of: )



Authorised signatory

witness signature

name OLIVER ANDERSON  
address COUNTY HALL, CHICHESTER, WEST SUSSEX, PO19 1RQ  
occupation APPRENTICE LEGAL ASSISTANT



2113

executed as a deed by affixing the Common Seal of )  
SOUTHERN HOUSING )  
in the presence of: )

Director

Director/Secreta

witness signature

name

address

occupation

Authorised Signatory



