

Date: *20th May 2016*

South Downs National Park Authority

East Sussex County Council

Lewes District Council

Lewes Town Council

and

Santon North Street Limited

**PLANNING OBLIGATION UNDER
SECTION 106 OF THE TOWN AND
COUNTRY PLANNING ACT 1990
RELATING TO LAND AT NORTH STREET
LEWES**

Thomas Eggar
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Crawley RH10 1JA

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Ref: CD/NG/45107711

DATED

20th May

2016

- (1) **SOUTH DOWNS NATIONAL PARK AUTHORITY** of Rosemary's Parlour, North Street, Midhurst, West Sussex, GU29 9SB (the SDNPA)
- (2) **EAST SUSSEX COUNTY COUNCIL** of County Hall, St Anne's Crescent Lewes, East Sussex BN7 1UE (the County Council)
- (3) **LEWES TOWN COUNCIL** Town Hall, High Street, Lewes BN7 2QS, East Sussex (the Town Council)
- (4) **LEWES DISTRICT COUNCIL** of Southover House, Southover Road, Lewes, East Sussex BN7 1AB (the District Council)
- (5) **SANTON NORTH STREET LIMITED** (Registered number Isle of Man 007579V) whose registered address is 25 Athol Street, Douglas, Isle of Man, IM1 1LB (the Owner)

BACKGROUND

- A The SDNPA is the local planning authority for the purposes of the TCPA 1990 for the area in which the Site is situated.
- B The County Council is the highways authority for the purposes of the 1980 Act, a planning authority for the purposes of the TCPA 1990, and a local authority for the purposes of the 1972 Act for the area in which the Site is situated.
- C The District Council is the housing authority for the area in which the Site is situated and is the freehold owner of the District Land.
- D The Town Council is the registered freehold owner of the Town Brook Land in its capacity as a trustee of the Town Brook Charity (registered charity number 1008223) and the registered freehold owner of the Town Council Land in its capacity as the Town Council.
- E The Owner is the freehold owner of the Santon Land.
- F The Owner and the District Council are in negotiations with other parties with legal interests in the site to acquire their interests in the Site. On 7 January 2016 the District Council resolved to investigate and prepare for the use of Compulsory Purchase powers to acquire those interests in the event that these negotiations are unsuccessful.
- G The Owner and the District Council have made the Planning Application and are proposing to carry out the Development.

H The SDNPA having regard to the provisions of the Local Plan and to all other material considerations resolved at its meeting on 10 December 2015 that Planning Permission should be granted for the Development subject to the prior completion of this deed.

AGREED TERMS

1 Interpretation

The following definitions and rules of interpretation apply in this deed:

1.1 Definitions:

1972 Act: means the Local Government Act 1972

1980 Act: means the Highways Act 1980

Affordable Housing Provider: means the Registered Provider(s) or Locally Approved Provider(s) selected to acquire and the Affordable Housing Units

Affordable Housing: means subsidised housing available to persons who cannot afford to rent or buy housing generally available on the open market and which falls within the NPPF definition for affordable housing and shall be made available at rates not exceeding 80% of market value unless otherwise agreed in writing. This may include up to 51 Extra Care Units, provided that the Extra Care Units also conform to the remainder of this definition

Affordable Housing Scheme: means the plans outlining how the provision of 40% Affordable Housing throughout the Development is to be achieved including the mix, locations, tenures, sizes and types of Affordable Housing Units in each Phase of Development on the Site and "Affordable Housing Schemes" shall be construed accordingly

Affordable Housing Units: means the units to be constructed on the Site as Affordable Housing in accordance with the Affordable Housing Scheme

Assistant Chief Executive, Governance Services: means the Assistant Chief Executive, Governance Services for the time being of the County Council and shall include any successor of his and duly authorised agents and representatives

Base Rate: means the base rate from time to time of Barclays Bank plc

Bus Infrastructure Contribution: means the sum of forty-eight thousand pounds (£48,000) to be used for the installation of real time public information systems at bus stops at the three approximate locations shown marked green on plan A and within the

Health Hub forming part of the Development to be paid in accordance with paragraph 2.1 of Part 2 of Schedule 1 save to the extent that this is altered by the provisions of clauses 8 and 13

Called For Contribution: means the contributions listed in paragraphs 1, 4, 5, 6 7 and 8 of Part 2 of Schedule 12

Call Notice: means a notice to be served by SDNPA on the Owner and the District Council confirming that payment of the relevant Called For Contribution is due

Car Club: a commercial organisation or body which provides vehicles for sharing between occupants of the Development who choose to become members of the Car Club on suitable terms

Chargee: means any mortgagee or chargee of the relevant Registered Provider or the successors in title to such mortgagee or chargee or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise by a party who has provided loan facilities to the relevant Registered Provider or the successors in title to such mortgagee or chargee or any receiver or manager or other party as aforesaid

Chargee's Duty: means the tasks and duties set out in Schedule 1, paragraph 8

Church Lane Contribution: means the sum of sixteen thousand, five hundred and sixteen pounds (£16,516) to be used solely towards the costs of necessary highways improvements to Church Lane/the A26 Corridor arising out of the highways impacts of the Development to be paid in accordance with paragraph 1 of Part 2 of Schedule 12 save to the extent that this is altered by the provisions of clauses 8 and 13

Commencement of Development: means the carrying out in relation to the Development of any material operation as defined by section 56(4) of the TCPA 1990 but disregarding for the purposes of this deed and for no other purpose, the following operations: demolition works; site clearance; ground investigations; remediation and decontamination works; site survey works; temporary access construction works; archaeological investigation; and erection of any fences and hoardings around the Site. **Commence, Commenced and Commences** shall be construed accordingly

Commencement Date: means the date Development Commences

Commercial Development: means any non-residential units with a Phase of the Development which fall within Use Classes B1, A1, A2, A3 or A4

Commercial Travel Plan: means the Travel Plan for the Commercial Development to be submitted in accordance with Part 1 of Schedule 13

Commercial Travel Plan Auditing Fee: means the sum of six thousand pounds (£6,000) payable as specified in paragraph 1.1 of Part 3 of Schedule 12 as a contribution to the costs of the County Council of auditing and monitoring the Commercial Travel Plan save to the extent that this is altered by the provisions of clauses 8 and 13

Community Heritage Contribution: means the financial contribution of seventy nine thousand pounds (£79,000) to be used solely towards the commissioning and funding the Community Heritage Project and to be paid in accordance with paragraphs 3 and 4 of Schedule 4 of this deed

Community Heritage Management Plan: means a plan for the long term management and maintenance and possible decommissioning of any art works and all interpretive materials installed at the site as part of the outcomes of the Community Heritage Project

Community Heritage Project: means the project to create a permanent public record of the social and cultural history of the Site and its surrounding area and any locally significant heritage features that form part of the Site which is to include the use of salvaged artefacts, where possible, and be incorporated into the public areas of, or otherwise located on, the Development broadly in the form described in Appendix 6, subject to such variations as may be agreed with the SDNPA in writing

Complete: means legal completion of the transfer of the relevant Dwelling to the occupant and "Completion" and "Completed" shall be construed accordingly

Construction Index: means the All-in Tender Price Index published by the Building Cost Information Services of the Royal Institution of Chartered Surveyors and if the name or basis of computation of such index should change any official replacement of the said index by the Royal Institution of Chartered Surveyors and in the absence of such official replacement such other index as may be agreed between the Owner and the County Council

Construction Workplace Scheme: means a scheme to encourage Local People to take employment on the Site during the construction of the Development and to provide apprenticeships

County Contribution: means the Church Lane Contribution, Bus Infrastructure Contribution, Cycling Spaces Contribution, Cycling Route Contribution, Offham Road

Contribution, Pedestrian Improvements Contribution, Fisher Street Works Contribution and Traffic Regulation Order Contribution

Creative Industries: means cultural, artistic or artisanal occupations, businesses or forms of employment

Creative Industries Capital Subsidy: means a discount of £640,000 from the capital cost of providing the Creative Workspace which is to be used to subsidise rents at which the Creative Workspace shall be let in accordance with the Creative Workspace Marketing and Management Plan

Creative Workspace: means 3,135 square metres of space for businesses and persons working in the Creative Industries of which a proportion as shown marked with an X on Plans M1 to M3 attached to this deed (or such alternative space as may from time to time be agreed between the Owner the District Council and the SDNPA) shall be made available at subsidised rents.

Creative Workspace Marketing and Management Plan: means a detailed creative workspace marketing and management plan, which may be updated from time to time, setting out how the Creative Workspace will be marketed to those working in the Creative Industries and managed once the Creative Workspace has been occupied. The creative workspace marketing and management plan shall also include details of the size and proposed rents of each of the relevant units within the Creative Workspaces and how those rents use or take advantage of the Creative Industries Capital Subsidy to provide appropriate levels of subsidy for the intended occupiers, which are to be set taking into account local market rents and conditions

Creative Workspace Specification: means the specification in respect of the Creative Workspace

Cycling Spaces Contribution: means the financial contribution of twelve thousand pounds (£12,000) to be used solely towards the provision of cycle parking within Lewes Town Centre to be paid in accordance with paragraph 3 of Part 2 of Schedule 12 save to the extent that this is altered by the provisions of clauses 8 and 13

Cycle Route Contribution: means the financial contribution of nineteen thousand, six hundred and sixty nine pounds (£19,669) to be used solely towards the implementation and introduction of that part of the national cycle network that links from the A27 Ashcombe roundabout via Lewes town to the A27 east of Southerham to be paid in accordance with paragraph 4 of Part 2 of Schedule 12 save to the extent that this is altered by the provisions of clauses 8 and 13

DCLG: means the Department of Communities and Local Government or any successor to its functions

Default Interest Rate: means 4% per annum above the Base Rate

Design Working Group: means the design working group set up in accordance with the terms of reference attached at Appendix 4

Development: means the development of the Site authorised by the Planning Permission

Director: means the SDNPA's Director of Planning Services from time to time or his authorised representative

Disposal: means a disposal of the Affordable Housing Units to an Affordable Housing Provider whether by transfer of the freehold or the grant of a long lease for a term of at least 125 years and "Dispose" shall be construed accordingly

District Land: means the land registered at HM Land Registry under Title Numbers ESX290031, ESX286501, ESX288224, SX91932 and SX131648 shown for identification purposes only shaded blue on Plan B

Drainage Management Plan: means a detailed plan for the management and maintenance of any un-adopted foul water drainage systems within a Phase throughout the life time of the Development

Dwelling: means a residential dwelling forming part of the Development which terms shall include the Affordable Housing Units and Open Market Unit and "Dwellings" shall be construed accordingly

Education Contribution: means the financial contribution of eight hundred and three thousand eight hundred and twenty nine pounds (£803,829) to be used solely towards the costs of providing additional secondary school places in permanent buildings at Priory School within the town of Lewes payable in accordance with paragraph 1.1 of Part 1 of Schedule 12 save to the extent that this is altered by the provisions of clauses 8 and 13

Estate Management Plan: means a plan for the long term management of the Development approved in accordance with Schedule 6 of this agreement

Extra Care Units: means self-contained flats designed for older people over 55 years of age with care and support needs together with communal areas and staff facilities.

Fire Hydrants: means the fire hydrants to be provided in each Phase of the Development on the Site in accordance with Fire Hydrants Scheme

Fire Hydrants Scheme: means a scheme for the delivery of fire hydrants in each Phase of Development, in accordance with the East Sussex Fire Brigade Guidance Notes, to be submitted and agreed with the East Sussex Fire and Rescue Service

Fisher Street Works Contribution: means the sum of twenty thousand pounds (£20,000) to be used towards the costs of pedestrian improvements to Fisher Street to be paid in accordance with paragraph 7 of Part 2 of Schedule 12 save to the extent that this is altered by the provisions of clauses 8 and 12

Flood Defences: means the flood defences to be installed on a phased basis in accordance with approved Flood Risk Assessment (FRA) P1-2-3-21 Rev 01, condition 12 of the Planning Permission and the Phasing Plan

Flood Risk Management and Maintenance Plan: means the detailed management plan for the Flood Defences approved under condition 12 c) of the Planning Permission

Footbridge: means the foot and cycle bridge to be constructed prior to Occupation of any Dwelling in Phase 2 in the approximate location shaded red on Plan C over the River Ouse in accordance with condition 56 of the Planning Permission

Footpaths: means any footpaths, non-vehicular ways or other pedestrian routes forming part of the Development which are intended to be used by members of the public

Foundation Level: means when a row of bricks have been laid on the foundations above the damp proof course

HCA: means the Homes and Communities Agency or any successor to its functions

Housing Authority: means the statutory housing authority for Lewes District

Index Linked: means increased in accordance with the following formula:

Amount payable = the payment specified in this deed x (A/B) where:

A= the figure for the Retail Prices Index (All Items) that applied immediately preceding the date the payment is due

B= the figure for the Retail Prices Index (All Items) that applied when the index was last published prior to the date of this deed

Intermediate Housing: Means intermediate housing products including shared equity (shared ownership and equity loans) for sale and rent provided at a cost below market levels subject to the criteria in the Affordable Housing definition and in accordance with the guidelines published by the Government

Landscape and Play Working Group: means the landscape and play working group set up in accordance with the terms of reference attached at Appendix 4

Landscape Management Plan: means the detailed long term landscape management plans approved under condition 51 and any Reserved Matters Approval

Lewes Town: means the administrative area of Lewes District Council comprised of the electoral wards of Lewes Bridge, Lewes Castle and Lewes Priory

Lighting Maintenance Plan: means the management plan for external lighting approved under condition 23 of the Planning Permission

Locally Approved Provider: means a provider of Affordable Housing, other than a Registered Provider, approved by the SDNPA

Local Employment and Training Scheme: means a scheme to encourage Local People to take employment on the Site once the Development has been completed and to provide apprenticeships

Local People: means people whose primary residence or principal place of work is located within Lewes District

Local Priority Housing: means the fifteen per cent of all Open Market Units in the Development allocated as local priority housing in accordance with Schedule 2

Malling Field Recreation Works: means the improvements to the recreational facilities at Malling Field required by condition 82 of the Planning Permission

Management Company: means a company set up in accordance with Schedule 6 with the sole purpose of managing the public realm, common areas and infrastructure within the Development throughout the life-time of the Development

Monitoring Report: means a report in the form attached at Appendix 5 stating which of the conditions on the Planning Permission and which obligations on this Deed have been complied with at the date on which the report is completed

Nomination Agreement: the nomination agreement to be agreed between the Housing Authority, the Affordable Housing Provider and, in so far as it relates to the Extra Care Units, the County Council

Notice: means notice or notification in relation to this deed

Occupation: means occupation for any purpose for which the Planning Permission has been granted by the SDNPA but not including occupation by personnel engaged in the construction, fitting out or occupation for security, marketing or display and "Occupy" and "Occupied" shall be construed accordingly

Occupation Date: means the date on which the first Dwelling is Occupied

Offham Road Contribution: means the sum of forty thousand pounds (£40,000) to be put towards the cost of the Offham Road Improvements to be paid in accordance with paragraph 5 of Part 2 of Schedule 12 save to the extent that this is altered by the provisions of clauses 8 and 13

Offham Road Improvements: means installation of a pedestrian crossing on Offham Road

Older Person Housing: means self-contained flats designed for older people over 50 years of age.

Open Market Unit: means all those Dwellings to be constructed on the Site which are not Affordable Housing Units and "Open Market Units" shall be construed accordingly

Open Space: means those parts of the residential development to be left open for purposes of informal and formal recreation as shown on the plans approved under the Planning Permission and any subsequent reserved matters approvals with the exception of areas situated on the Town Council Land or the Town Brook Land and/or which form part of the Pells Recreation Works or the Malling Field Recreation Works

Open Space Management Plan: means a detailed plan for the management and maintenance of the Open Space within a Phase throughout the life time of the development

Open Space Specification: means the full technical specification for the laying out of the Open Space within the residential elements of a Phase including the timing of its provision, details of hard and soft landscaping, any child play areas and equipment and details of any restrictions proposed in relation to the use of the areas

Payment Notice: means a payment notice in the form set out in Appendix 9

Payment Period: in respect of Called For Contributions means five years from the date of payment

Pedestrian Improvements Contribution: means the sum of thirteen thousand pounds (£13,000) to be used towards the costs of the provision of the two pedestrian signs marked WT2 and WT3 on plan O to be paid in accordance with paragraph 6 of Part 2 of Schedule 12 save to the extent that this is altered by the provisions of clauses 8 and 13

Pells Recreation Works: means the improvements to the recreational facilities at Pells Recreation Ground required by condition 62 of the Planning Permission

Permissive Route Agreement: means an agreement substantially in the form attached as Appendix 10 to secure public access to the Riverside Walk

Phase: means a phase of development described in the Phasing Plan

Phase 1: means the part of the Development described as Phase 1 in the Phasing Plan

Phase 2: means the part of the Development described as Phase 2 in the Phasing Plan

Phase 3: means the part of the Development described as Phase 3 in the Phasing Plan

Phasing Plan: means the phasing plan approved as part of the Planning Application under document reference P1-2-3-21- Rev 01 or such replacement as may be approved in writing by the SDNPA

Plan A: means the plan attached as A.

Plan B: means the plan attached as B.

Plan C: means the plan attached as C.

Plan D: means the plan attached as D.

Plan E: means the plan attached as E.

Plan F: means the plan attached as F.

Plan G: means the plan attached as G.

Plan H: means the plan attached as H.

Plan H1: means the plan attached as H1.

Plan J: means the plan attached as J.

Plan K: means the plan attached as K.

Plan L: means the plan attached as L.

Plan M1: means the plan attached as M1.

Plan M2: means the plan attached as M2.

Plan M3: means the plan attached as M3.

Plan O: means the plan attached as O.

Planning Application: means the Hybrid Application registered by the SDNPA on 6 March 2015 under reference number reference number SDNP/15/01146/FUL for Full planning permission (phase 1) for the demolition of existing buildings, provisions of infrastructure, construction of access off Phoenix Causeway and associated highways improvements, flood defences, erection of new buildings of up to 4 storeys, comprising 243 residential units (Class C3) [including 51 extra care units (Class C2/C3)]; 4185m² (Class B1 and A1, A2, A3, A4 and D2 uses)[Flexible work space including creative community space, assembly and leisure uses and restaurant]; Class D1 medical and health services [Health Hub including pharmacy]; creation of areas of public realm, cycle and car parking provision, including public parking, riverside pedestrian route, footbridge over the River Ouse and associated landscaping. Outline permission (Phases 2 & 3) for the demolition of existing buildings, construction of flood defences, provision of infrastructure, enhancements to recreational facilities at Malling Fields and Pells Park, the erection of new buildings of up to 3 storeys comprising up to 173 residential units (Class C3) with details relating to access, layout and scale for approval and details relating to appearance and landscaping reserved for subsequent approval

Planning Permission: means the planning permission to be granted by the Council in respect of the Planning Application broadly in accordance with the draft attached as APPENDIX 1.

Policing Contribution: means the financial contribution of seventy nine thousand six hundred and fifty pounds (£ 79,650) to be used solely towards capital projects required as a result of the additional demand creating by the Development which are to be paid in accordance with paragraph 1 of Schedule 10 of this deed.

Priority Period: means a period of twelve calendar weeks

Protected Occupier: means any occupier of Affordable Housing who has:

- (a) exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force in respect of a particular Affordable Housing Unit
- (b) exercised any statutory right to buy in respect of a particular Affordable Unit
- (c) been granted a lease of a Shared Ownership Unit or Shared Equity Unit or entered into an agreement to occupy a unit of Intermediate Housing which is intended by both the occupier and the Affordable Housing Provider to transfer ownership of the unit to the occupier whether immediately or over a specified period of time.

Public Car Park: means the undercroft car park forming part of Phase 1 of the Development and shown for identification purposes only edged red on plan D

Qualifying Address: Means an address in the relevant area which is the occupier's only or principal home during their residence and which is registered for council tax.

Registered Provider: Means one or more Registered Provider as defined by the Housing and Regeneration Act 2008 and/or registered by the HCA and/or a non-profit making body which is registered with the HCA

Reserved Matters Approval: means approval by the SDNPA of one or more matters reserved for approval by the Planning Permission

Residential Development: means any Dwellings within a Phase of the Development

Residential Travel Plan: means the Travel Plan for the Residential Development to be submitted in accordance with Part 2 of Schedule 13

Residential Travel Plan Auditing Fee: means the sum of six thousand pounds (£6,000) payable as specified in paragraph 1.2 of Part 3 of Schedule 12 as a contribution to the costs of the County Council of auditing and monitoring the Residential Travel Plan save to the extent that this is altered by the provisions of clauses 8 and 13

Residing: means a person having lived at a Qualifying Address or Qualifying Addresses for a continuous period of 2 years or more. If a prospective occupier ceases to reside at a Qualifying Address in the relevant area they will cease to qualify for priority

Riverside Walk: means the permissive path to be provided shaded orange and green on the Plan E for use by pedestrians and cyclists which shall continue to the Phoenix Causeway bridge at the southern boundary of the Site to allow for future continuation of the walk along the river towards the town centre

Santon Land: means the land registered at HM Land Registry under Title Numbers ESX92487, ESX94873, ESX262932, ESX241839, ESX248787, ESX93819 and ESX255135 which is shown for identification purposes only shaded red on Plan F

Shared Equity Unit: means an Affordable Housing Unit in respect of which a lease (including any service charges) is granted at a premium representing a percentage of the open market value of that Dwelling. The lease can be subsequently granted to another lessee at a premium representing the percentage of the open market value of which that Dwelling was originally granted

Shared Ownership Unit: means an Affordable Housing Unit in respect of which a lease (including any service charges) is granted at a premium representing a percentage of the open market value of that Dwelling and subject to a rent payable in respect of the retained equity percentage and prepared in accordance with the HCA guidelines

Site: means the land at North Street, Lewes shown edged red on Plan G which comprises the Santon Land, the District Land, the Town Council Land, the Town Brook Land and the interests listed in Appendix 3

Sussex Coast Housing Market Area: means the area shown shaded dark blue and marked Sussex Coast on the map at Appendix 11

Specified Date: means the date upon which an obligation arising under this deed is due to be performed

SUDS Management and Maintenance Plan: means the detailed management and maintenance plans for the surface water drainage systems approved under conditions 40 and 70 of the Planning Permission

Sustainability Audit Fee: means the sum of fifteen thousand pounds (£15,000) to be used solely for the purpose of reviewing and auditing the sustainability assessments required under condition 25 of the Planning Permission be paid in accordance with paragraph 3 of Schedule 10

TCPA 1990: means Town and Country Planning Act 1990

Town Brook Charity: means the registered charity with charity number 1008223

Town Brook Land: means the land registered at HM Land Registry under Title Number ESX293305 which is shown for identification purposes only shaded orange on Plan J

Town Council Land: means the land shown for identification purposes only shaded Orange on Plan L which is partly registered at HM Land Registry under Title Number ESX252651

Traffic Regulation Order Contribution means the sum of five thousand pounds (£5,000) per Traffic Regulation Order required for the Development (up to a maximum of £35,000 or such other amount as may be agreed between the Owners and the County Council in writing) to be used for the purposes of implementing amending or revoking the traffic regulation orders required to be paid in accordance with paragraph 8 of Part 2 of Schedule 12 save to the extent that this is altered by the provisions of clauses 8 and 13

VAT: means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax

Walkways Agreement: means an agreement under section 35 of the Highways Act 1980 governing public rights of access over specified pedestrian routes within the Development substantially in the form attached at Appendix 2 with such amendments as may be agreed between the parties thereto

Waste and Recycling Contribution: means the sum to be paid in accordance with paragraph 2 of Schedule 10 to be used to provide kerbside recycling facilities to the Dwellings, to include appropriate recycling containers for each Dwelling and for each Dwelling to be added to the local kerbside recycling scheme

Wiley's Bridge: means the bridge marked as Wiley's Bridge on Plan K

Working Day: means any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

- 1.2 Clause headings shall not affect the interpretation of this deed.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the SDNPA, the County Council, the District Council and the Town Council the successors to its respective statutory functions.
- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** excludes faxes and e-mail.
- 1.11 A reference to **this deed** or to any other deed or document referred to in this deed is a reference to this deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 1.12 References to clauses paragraphs and Schedules are to the clauses paragraphs and Schedules of this deed.
- 1.13 An obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.14 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.15 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

2 Statutory provisions

- 2.1 This deed constitutes a planning obligation for the purposes of section 106 of the TCPA 1990, section 111 of the Local Government Act 1972, section 22 of the Cities and Local Government Devolution Act 2016 and any other enabling powers.

- 2.2 The covenants, restrictions and obligations contained in this deed are planning obligations for the purposes of section 106 of the TCPA 1990 and are entered into by the Owner and the District Council with the intention that they bind the interests held by those persons in the Site and their respective successors and assigns.
- 2.3 The covenants, restrictions and obligations contained in this deed are enforceable by the SDNPA and the County Council (as relevant) in accordance with section 106 of the TCPA 1990.

3 Conditionality

- 3.1 With the exception of clause 2, clause 3, clause 10, clause 12, clause 14, clause 17, clause 18, clause 20, clause 22, clause 23, clause 25 and clause 27 (which take effect immediately), this deed is conditional on:
- 3.1.1 The grant of Planning Permission; and
 - 3.1.2 The Commencement of Development
- 3.2 In the event that there is an express finding within the decision of a planning inspector or Secretary of State that one or more of the obligations in this deed does not meet the statutory tests set out in Regulation 122 of the Community Infrastructure Levy Regulations 2010 then (without prejudice to the legal effect of the remainder of this deed) the relevant individual obligation shall not take effect.
- 3.3 In the event that there is an express finding within the decision of a planning inspector or Secretary of State that one or more of the obligations in this deed does not meet the statutory tests set out in Regulation 123(3) of the Community Infrastructure Levy Regulations 2010 then (without prejudice to the legal effect of the remainder of this deed) the relevant individual obligation shall not take effect
- 3.4 If the SDNPA adopts a charging schedule, for the purposes of introducing the Community Infrastructure Levy, prior to Planning Permission being granted, the Owner and the District Council shall be released from any obligation that relates to an infrastructure type or project included on the SDNPA's Regulation 123 list of infrastructure.

4 Covenants to the SDNPA and County Council

- 4.1 The Owner and the District Council covenant with the SDNPA and the County Council to:

- 4.1.1 observe and perform the covenants, restrictions and obligations contained in Schedule 1 to 17
- 4.1.2 give at least four weeks' written notice to the SDNPA and the County Council of the intended Commencement Date of each Phase of the Development.

5 Covenants by the SDNPA

The SDNPA covenants with the Owner and the District Council to observe and perform the covenants, restrictions and obligations contained in Schedule 18.

6 Covenants by the County Council

The County Council covenants with the Owner and the District Council to observe and perform the covenants, restrictions and obligations contained in Schedule 19

7 Town Council Consent Clause

- 7.1 The Parties hereby acknowledge and declare that the Town Council is a party to this deed solely to facilitate the delivery of works on the Town Brook Land and the Town Council Land and that neither the Town Council nor the Town Brook Charity shall be held liable for any breach of the restrictions and obligations set out in this deed beyond those requiring the Town Council and/or the Town Brook Charity to permit and facilitate or maintain the works on the Town Council Land and/or the Town Brook Land which form part of the Development.
- 7.2 The Town Council in its capacity as trustee of the Town Brook Charity acknowledges and declares that this deed has been entered into by with its consent and that the Site shall be bound by the obligations contained in this deed.
- 7.3 The Town Council in its capacity as the owner of the Town Council Land acknowledges and declares that this deed has been entered into by with its consent and that the Site shall be bound by the obligations contained in this deed.

8 Indexation

- 8.1 All financial contributions payable to the SDNPA shall be Index Linked.
- 8.2 The Owner and the District Council agree with the County Council and the SDNPA that the County Contribution (or any part thereof) Commercial Travel Plan Auditing Fee and Residential Travel Plan Auditing Fee payable under this deed shall be increased by the application of the following formula:

$$A = B \times C$$

D

where:

A is the sum actually payable on the relevant Specified Date

B is the original sum mentioned in this deed

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

D is the Construction Index for the quarter immediately preceding the date of this deed

C divided by D is equal to or greater than 1

9 Release

- 9.1 No person shall be liable for any breach of the restrictions and obligations set out in this deed where such breach arises after that person has parted with their entire interest in the Site or such part of the Site to which such breach relates save in respect of liability for antecedent breach of this deed.
- 9.2 No person shall be liable for any breach of the restrictions and obligations set out in this deed in respect of any part of the Site in which they do not have a legal interest.
- 9.3 This deed shall not be enforceable against purchasers or occupiers of individual Dwellings constructed pursuant to the Planning Permission their mortgagees or any person deriving title from them save for paragraph 5.1 of Schedule 1 (subject to para 6 of the same Schedule), shall be enforceable against the owners and occupiers of Affordable Housing Units or their mortgagees or any person deriving title from them
- 9.4 No covenants or obligations contained in this deed shall be binding upon any part of the Site that may in future be acquired by a statutory undertaker for the purposes of its undertaking or operational land as defined in Section 262 of the TCPA 1990.

10 Determination of deed

- 10.1 The obligations in this deed (with the exception of clause 12) shall cease to have effect if before the Commencement of Development, the Planning Permission:
- 10.1.1 expires;
- 10.1.2 is varied or revoked other than at the request of the Owner and the District Council; or

10.1.3 is quashed following a successful legal challenge.

11 Local land charge

This deed is a local land charge and shall be registered as such by the SDNPA.

12 Costs

12.1 The Owner shall pay to the SDNPA on or before the date of this deed:

12.1.1 the SDNPA's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, negotiation, completion and registration of this deed in the sum of £12,500.00.

12.2 The Owner shall pay to the County Council on or before the date of this deed:

12.2.1 the County Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, negotiation, completion and registration of this deed in the sum of £6,500.

13 Interest on late payment

If any sum or amount has not been paid to the SDNPA or the County Council (as applicable) by the Specified Date it is due, the Owner and the District Council shall pay the SDNPA or the County Council (as applicable) interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period from the Specified Date to and including the date of payment.

14 Ownership

14.1 The Owner warrants that no person other than the Owner and the parties listed in Appendix 3 (that relate to the Santon Land) have a registered legal interest in the Santon Land.

14.2 The District Council warrants that no person other than the District Council and the parties listed in Appendix 3 (that relate to the District Land) have a registered legal interest in the District Land

14.3 The Town Council warrant that no person other than Town Council in its capacity as trustee of the Town Brook Charity has a registered legal interest in Town Brook Land and that no person other than the Town Council has a registered interest in the Town Council Land

14.4 Until the covenants, restrictions and obligations in Schedule 1 have been complied with, the Owner and the District Council will give to the SDNPA within 10 Working Days, the

following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Property:

14.4.1 the name and address of the person to whom the disposition was made; and

14.4.2 the nature and extent of the interest disposed of.

15 Reasonableness

Any approval, consent, direction, authority, agreement or action to be given by the SDNPA and/or the County Council under this deed shall not be unreasonably withheld or delayed.

16 Cancellation of entries

16.1 On the written request of the Owner and/ or the District Council at any time after each or all of the obligations have been performed or otherwise discharged (and subject to the payment of the SDNPA's reasonable and proper costs) the SDNPA will issue a written confirmation of such performance or discharge.

16.2 Following the performance and full satisfaction of all the terms of this agreement or if this deed is determined pursuant to clause 10 (and subject to the payment of the SDNPA 's reasonable and proper costs and charges) the SDNPA will on the written request of the Owner and/ or the District Council cancel all entries made in the local land charges register in respect of this deed.

17 Disputes

17.1 Any dispute, controversy or claim arising out of or relating to this deed, including any question regarding its breach, existence, validity or termination or the legal relationships established by this deed, shall be finally resolved by arbitration in accordance with the Arbitration Act 1996. It is agreed that:

17.1.1 the tribunal shall consist of one legally qualified arbitrator appointed jointly by the parties;

17.1.2 in default of the parties' agreement as to the arbitrator, the arbitrator shall be appointed on either party's request by the President for the time being of the Law Society;

17.1.3 the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally); and

17.1.4 the seat of the arbitration shall be London.

18 No fetter of discretion

Nothing (contained or implied) in this deed shall fetter or restrict the SDNPA's or the County Council's statutory rights, powers, discretions and responsibilities.

19 Waiver

No failure or delay by the SDNPA or the County Council to exercise any right or remedy provided under this deed or by law shall constitute a waiver of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

20 Future Permissions

Nothing in this agreement shall prohibit or limit the right to develop any part of the Site in accordance with any planning permission (other than the Planning Permission or modification, variation or amendment thereof) granted after the date of the Planning Permission.

21 Agreements and Declarations

21.1 The parties agree that:

21.1.1 nothing in this deed constitutes a planning permission or an obligation to grant planning permission; and

21.1.2 nothing in this deed grants planning permission or any other approval, consent or permission required from the SDNPA in the exercise of any other statutory function.

22 Notices

22.1 Any Notice to be given under this deed must be in writing and must be:

22.1.1 delivered by hand; or

22.1.2 sent by pre-paid first class post or other next working day delivery service.

22.2 Any Notice to be given under this deed must be sent to the relevant party as follows:

22.2.1 to the SDNPA at South Downs National Park Authority, Rosemary's Parlour, North Street, Midhurst, West Sussex, GU29 9SB marked for the attention of the Director;

- 22.2.2 to the County Council at East Sussex County Council, County Hall, St Anne's Crescent, Lewes, East Sussex, BN7 1UE marked for the attention of the Assistant Chief Executive, Governance Services;
- 22.2.3 to the Owner at 25 Athol Street, Douglas, Isle of Man, IM1 1LB marked for the attention of Helen Cullan;
- 22.2.4 to the District Council at Lewes District Council, Southover House, Southover Road, Lewes, East Sussex, BN7 1AB marked for the attention of Director of Corporate Services
- 22.2.5 To the Town Council at Lewes Town Council, Town Hall, High Street, Lewes, East Sussex, BN7 2QS marked for the attention of the Clerk to the Town Council.

or as otherwise specified by the relevant party by notice in writing to each other party.

22.3 Any notice given in accordance with clause 21.1 and clause 22.2 will be deemed to have been received:

22.3.1 if delivered by hand, on signature of a delivery receipt or at the time the notice or document is left at the address provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day; or

22.3.2 if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Working Day after posting; or

22.3.3 otherwise as specified and agreed between the relevant parties.

22.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

23 Third party rights

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

24 Value added tax

24.1 Each amount stated to be payable by the SDNPA, the District Council or the Owner to the other under or pursuant to this deed is exclusive of VAT (if any).

24.2 If any VAT is at any time chargeable on any supply made by the Council or the Owner under or pursuant to this deed, the party making the payment shall pay the other an amount equal to that VAT as additional consideration on receipt of a valid VAT invoice.

25 Governing Law

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

26 Specified Date and Payment Notice

The Owner and the District Council agree with the SDNPA and the County Council that where this deed imposes a requirement for the payment of any sum on a specified Date:

26.1 Notice of the Specified Date shall be given to the SDNPA and County Council as appropriate in the form of the Payment Notice not more than seven days after such Specified Date;

26.2 To make the payment due under this deed to the SDNPA and/or the County Council as appropriate and to attach a fully completed Payment Notice with such payment.

27 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, subject to the provisions of Clause 3.

Schedule 1
Covenants to the SDNPA

Affordable Housing

The Owner and the District Council covenant with the SDNPA as follows:

Section A: General Obligations

- 1.1 The Affordable Housing Scheme for Phase 1 shall be submitted to SDNPA not later than the submission of the last application to discharge a Phase 1 pre-commencement condition under the Planning Permission and there shall be no Commencement of Phase 1 until such the SDNPA has approved the Affordable Housing Scheme, in consultation with the Housing Authority in writing.
- 1.2 The Affordable Housing Scheme for Phases 2 and 3 shall be submitted to SDNPA not later than the submission of the last of the applications for reserved matters approvals for the relevant Phase and there shall be no Commencement of that Phase until the SDNPA has approved the Affordable Housing Scheme in consultation with the Housing Authority in writing
- 1.3 There shall be no Commencement of a Phase of the Development until the Owner and the District Council have entered into an unconditional and binding contract to transfer the Affordable Housing Units to the Affordable Housing Provider in respect of that Phase on the terms and with the benefit of the rights specified in Section B of Part 2 of the Third Schedule and a certified copy of the contract has been delivered to the SDNPA.
- 1.4 The Owner and the District Council shall
 - 1.4.1 use reasonable endeavours to locate a suitable Registered Provider or Locally Approved Provider who is willing and able to deliver the Extra Care Units as Affordable Housing on terms acceptable to the SDNPA;
 - 1.4.2 in the event that a suitable and willing Registered Provider or Locally Approved Provider cannot be identified then the Extra Care Units shall be provided during Phase 1 as Older Person Housing.

PROVIDED THAT the operation of clauses 1.4.1 – 1.4.2 (above) shall not be taken to permit the provision of less than 40% of all Dwellings as Affordable Housing in accordance with the Affordable Housing Scheme.

Construction standards for Affordable Housing Units

2. The Affordable Housing Units shall be constructed in compliance with the Affordable Housing Provider's design brief, any conditions relating to design on the Planning Permission and the design code secured by condition 79 of the Planning Permission

Occupation of Open Market Dwellings

3. No more than 50% of the Open Market Units in a Phase shall be Occupied until all of the Affordable Housing Units for that Phase have been constructed in accordance with the Planning Permission and this Deed and transferred ready for residential Occupation to the Affordable Housing Provider and notification to this effect has been received by the SDNPA.

Nomination Agreement

- 4.1 None of the Affordable Housing Units in a Phase shall be Occupied until the Affordable Housing Provider has entered into a Nomination Agreement with the SDNPA.
- 4.2 Unless otherwise agreed in writing with the SDNPA, the Nominations Agreement will prioritise allocation of the Affordable Housing Units to prospective occupiers Residing in:
 - a) Lewes Town; then
 - b) those parts of Lewes District that are located within the South Downs National Park; then
 - c) areas within the South Downs National Park that also fall within housing authorities that adjoin Lewes District; then
 - d) Lewes District but outside the National Park; then
 - e) the rest of the South Downs National Park that lies within the Sussex Coast Housing Market Area, or in the event that such Affordable Housing Units are also Extra Care Units, up to 20 of these may be for prospective occupiers from other parts of East Sussex not listed in a-d above

Use of Affordable Housing Units

- 5.1 The Affordable Housing Units shall not be used other than for Affordable Housing.
- 5.2 The Affordable Housing Units in each phase shall be Occupied under the tenures specified the Affordable Housing Scheme for that phase

Obligations not binding on specified persons

6. The obligations in paragraph 5 of this Schedule or the Affordable Housing Scheme shall not be binding on:
- a) any Protected Occupier, any person deriving title from the Protected Occupier (including providers of mortgage finance to the Protected Occupier) or any successor in title thereto; and
 - b) any Chargee provided that the Chargee shall have first complied with the Chargee's Duty and in accordance with the Chargee's Duty is permitted to dispose free of the restrictions set out in this section of Schedule 1, and any successors in title thereto.

Provision of Information

- 7.1 The Owner, the District Council and the Affordable Housing Provider shall provide the SDNPA with such information as the SDNPA may reasonably require in connection with the Affordable Housing Units including correspondence with the Homes and Communities Agency

Section B - Terms and rights

- 7.2 The transfer of the Affordable Housing Units shall be made with the benefit of the following rights:
- a) Full and free rights of access both pedestrian and vehicular from the public highway to the Affordable Housing Units
 - b) Full and free rights to the passage of water soil electricity gas and other services through the pipes drains channels wires cables and conduits which shall be in the adjoining land up to and abutting the boundary to the Affordable Housing Units all such services to be connected to the mains.
- 7.3 The transfer of the Affordable Housing Units shall include the following terms and conditions:
- a) Title to the Affordable Housing Units shall be deduced in accordance with the provisions of the Land Registration Act 2002
 - b) The Affordable Housing Units shall be transferred subject to the matters contained in the Property Charges Registers of the Title Numbers referred to in the First Schedule and subject to such other matters as the parties may agree
 - c) Vacant possession of the Affordable Housing Units shall be given on completion

- d) Where possible, the transfer of the Affordable Housing Units shall be made with full title guarantee

Section C - Chargee's Duty

- 8. Prior to seeking to dispose of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge the Chargee shall give not less than 3 months' prior notice to the SDNPA of its intention to dispose and:
 - (a) in the event that the SDNPA responds within 2 months from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Units can be made in such a way as to safeguard them as Affordable Housing then the Chargee shall co-operate with such arrangements and use all reasonable endeavours to secure such transfer
 - (b) if the SDNPA does not serve its response to the notice served under paragraph (a) within the 2 months then the Chargee shall be entitled to dispose free of the restrictions set out in this Schedule
 - (c) if the SDNPA or any other person cannot within 3 months of the date of service of its response under paragraph (a) secure such transfer then provided that the Chargee shall have complied with its obligations under paragraph (a) the Chargee shall be entitled to dispose free of the restrictions set out in Schedule 1.

PROVIDED THAT at all times the rights and obligations in this part shall not require the Chargee to act contrary to its legal duties under the charge or mortgage and subject always to such disposal allowing for recovery of the Chargee's charge or mortgage, including reasonable interest and reasonable costs relating to that charge or mortgage.

Schedule 2
Covenants to the SDNPA

Local Priority Housing

The Owner and the District Council covenant with the SDNPA as follows:

1. Prior to the commencement of each Phase of the Development to submit to the SDNPA details of the Local Priority Housing in that Phase and how it is to be marketed.
2. To market the Local Priority Housing in each Phase of the Development exclusively to Local People during the Priority Period in accordance with the details submitted.
3. The Priority Period for each Phase of the Development shall begin on the date that the Open Market Units in that phase reach Foundation Level
4. Any units of Local Priority Housing for a Phase which are not:
 - a. reserved by payment of a deposit
 - b. under contract of sale; or
 - c. sold

at the end of the Priority Period for that Phase shall cease to be Local Priority Housing and shall revert to being Open Market Units

5. Within 21 days of the end of the Priority Period for a Phase the Owner and the District Council shall submit a report detailing:
 - a. the number of inquiries received from Local People about the Local Priority Housing during the Priority Period for that Phase;
 - b. the number of deposits taken to reserve units of Local Priority Housing during the Priority Period for that Phase;
 - c. the number of sales of units of Local Priority Housing that fell through or went abortive during the Priority Period for that Phase; and
 - d. the number of Local Priority Housing units sold to Local People during the Priority Period for that Phase.
6. The Owner and the District Council shall use reasonable endeavours having regard to the details submitted in paragraph 5 to provide the Local Priority Housing

Schedule 3
Covenants to the SDNPA

Flood Defences

The Owner and the District Council covenant with the SDNPA as follows:

- 1 The Flood Defences shown as Sections F and G on plan H1, which provide protection from flood waters to Pells Park and the residential dwellings at Talbot Terrace, Pelham Terrace, St John's Terrace and St John's Hill, shown shaded orange Plan H, shall be completed prior to the Occupation of more than 70% of the Dwellings in Phase 1 of the Development
- 2 All other permanent Flood Defences which provide protection from flood waters for a Phase of the Development shall be completed prior to the Completion of the last Dwelling in that Phase of the Development.
- 3 The Flood Defences will be managed and maintained in strict accordance with the Flood Risk Management and Maintenance Plan

Schedule 4
Covenants to the SDNPA

Community Heritage

The Owner and the District Council covenant with the SDNPA as follows:

1. to use all reasonable endeavours to facilitate the delivery of the Community Heritage Project;
2. to allow the SDNPA such access to the Site as may reasonably be required to deliver the Community Heritage Project, provided that:
 - a. the SDNPA provides reasonable advance notice of proposed visits to the Site;
and
 - b. such visits can be conducted safely and without undue risk to either the Owners, the SDNPA, their staff, contractors or the construction programme of the development
3. to pay the first £34,000 of the Community Heritage Contribution to the SDNPA on Commencement of Phase 1 of the Development
4. to pay the remaining £45,000 of the Community Heritage Contribution to the SDNPA on first anniversary of Commencement of Phase 1 of the Development

Schedule 5
Covenants to the SDNPA

Design

The Owner and the District Council covenant with the SDNPA as follows:

1. to set up a Design Working Group prior to submitting applications for the discharge of pre-commencement conditions on Phase 1 of the Development
2. to meet with the Design Working Group on a regular basis whilst pre-commencement conditions are discharged and during the preparation of reserved matters applications for Phases 2 and 3 of the Development
3. to consult the Design Working Group on the content of any applications to discharge pre-commencement conditions and/ or reserved matters applications that related to the detailed design of any Phase of the Development
4. to take the consultation responses of the Design Working Group into account when finalising the content of any applications to discharge pre-commencement conditions and/ or reserved matters applications that related to the detailed design of any Phase of the Development and to adopt any proposed revisions or amendments to them, where appropriate, prior to submission to the SDNPA and include an accompanying statement with submissions to the SDNPA describing the consultation, a summary of responses and the owner's design response.

Schedule 6
Covenants to the SDNPA

Estate Management

The Owner and the District Council covenant with the SDNPA as follows:

Creation of the Management Company

- 1.1 to form a Management Company for the sole purpose of managing the Development with sufficient powers to:
- (a) prepare annual budget forecasts comprising a detailed budget for the next financial year and an outline budget for the next five financial years;
 - (b) Set and collect management charges for the commercial aspects of the Development;
 - (c) Set and collect management charges for the residential aspects of the Development;
 - (d) Comply with the repair, management and maintenance obligations set out in paragraph 4 of this Schedule;
 - (e) Act as travel plan co-ordinator for the Commercial Development and the Residential Development and take on role of promoting and ensuring compliance with travel plans; and
 - (f) Act as sustainability co-ordinator for the Development take on role of promoting sustainable living and working to occupiers
- 1.2 Prior to Commencement of Phase 1 of the Development to provide to the SDNPA for comment:
- (a) Draft memorandum of association for the Management Company
 - (b) Draft Articles of the Management Company
 - (c) Draft budget forecasts for comprising a detailed budget for the first financial year of operation and an outline budget for the following five financial years which shall include a long term maintenance budget
2. Prior to Occupation of any Dwelling in Phase 1 of the Development to provide evidence of formation of the Management Company to the SDNPA (including a certified copy of the Memorandum and Articles of Association of the Management Company)

Transfer of Public Realm, Common Areas and Residual Land Holdings

3. To transfer the residual freehold title of each Phase of the Development to the Management Company prior to the Occupation of the last Dwelling in that Phase

Management Duties

4. To make it a condition of the transfer to the Management Company that it shall comply with the following management and maintenance plans:
 - a) Flood Risk Management and Maintenance Plan
 - b) Lighting Maintenance Plan
 - c) SUDS Management and Maintenance Plan
 - d) Drainage Management Plan
 - e) Landscape Management Plan
 - f) Estate Management Plan
 - g) Open Space Management Plan
 - h) Community Heritage Management Plan

Engagement with occupiers of the Development

5. To ensure and procure that the sale contract of each Dwelling contains a provision that requires the buyer of such Dwelling to become a member of the Management Company as soon as reasonably practicable following the formation of the Management Company.
6. To ensure and procure that the sale or lease agreement for each commercial unit or Creative Workspace contains a provision that requires the buyer or lessee of each commercial unit or the buyer or lessee of the Creative Workspace to become a member of the Management Company as soon as reasonably practicable following the formation of the Management Company.
7. To procure that the buyer of each Dwelling has entered into covenants direct with the Management Company under which the buyer shall covenant to pay to the Management Company a pro rata proportion (according to the floorspace of each Dwelling) of the costs and expenses incurred by the Management Company in the discharge of its duties and covenant that upon any subsequent sale of such Dwelling he will procure that the incoming buyer shall enter into the same direct covenants with the Management Company.

8. To procure that the tenant and/ or freehold owner of each commercial unit or the owner or lessee of the Creative Workspace has entered into covenants direct with the Management Company under which the tenant and/ or freehold owner shall covenant to pay to the Management Company a pro rata proportion (according to the floorspace of each unit) of the costs and expenses incurred by the Management Company in the discharge of its duties and covenant that upon any subsequent sale of such unit he will procure that the incoming buyer shall enter into the same direct covenants with the Management Company.

Winding up/ Alteration of Duties

9. The Owner and/ or the District Council shall not wind up the Management Company nor alter the constitution of the Management Company without the prior written consent of the SDNPA unless the whole of the Development shall have been demolished or unless otherwise first agreed in writing by the SDNPA.

Estate Management Plan

- 10.1 Prior to the Commencement of each Phase of the Development to submit a draft Estate Management Plan for that Phase of the Development to the SDNPA for approval.
- 10.2 the draft Estate Management Plan for each Phase shall contain the following:
 - a) a management and maintenance strategy for all un-adopted roads and paths within that Phase;
 - b) a management and maintenance strategy for all un-adopted public realm and common areas within that Phase
 - c) a management and maintenance regime for all car-parking facilities within the Phase that are not contained within the curtilage of a Dwelling – including the provision of parking permits and a charging and enforcement regime for publically accessible spaces, if appropriate.
 - d) a management and maintenance strategy for any sustainability features forming part of that Phase which are not covered by a separate management plan, including any communal heating systems or other low carbon infrastructure.
 - e) details of refuse and waste collection points, cycle facilities, street cleaning and any other matters considered reasonably necessary for the long term maintenance and management of that Phase of the Development.

10.3 no Phase of the Development shall be Occupied until the Estate Management Plan for that Phase has been approved by the SDNPA and implemented

Schedule 7
Covenants to the SDNPA

Employment and Training

The Owner and the District Council covenant with the SDNPA as follows:

Construction Workplace Scheme

1. To submit a draft Construction Workplace Scheme to the SDNPA prior to Commencement of Phase 1 of the Development
2. Not to Commence Phase 1 of the Development until the Construction Workplace Scheme has been approved by the SDNPA
3. To use reasonable endeavours to work with the SDNPA in the development and implementation of the Construction Workplace Scheme to deliver a workplace strategy to promote employment and training opportunities and apprenticeships during construction phases.
4. The Owner and/or the District Council shall issue a written statement to its prospective contractors and sub-contractors at the stage of tendering for work and contracts associated with the construction of the Development stating that any company invited by the Owner and/or the District Council shall be given clear written details of the obligation to use reasonable endeavours to comply with the provisions of this Schedule and subsequently include a similar term within any contract.
5. The Owner and the District Council shall use reasonable endeavours to promptly provide the SDNPA with any monitoring information required by the SDNPA.

Local Employment and Training Scheme

6. To submit a draft Local Employment and Training Scheme to the SDNPA prior to Occupation of the Commercial Development within Phase 1 of the Development
7. Not to Occupy the Commercial Development within Phase 1 of the Development until the Local Employment and Training Scheme has been approved by the SDNPA
8. To use reasonable endeavours to work with the SDNPA in the development and implementation of a Local Employment and Training Scheme to promote employment and training opportunities within the Commercial Development.
9. The Employment and Training Scheme shall specify:

a. The advertising strategy of all new vacancies locally for those occupying the Commercial Development (i.e. in the District of Lewes);

b. Details of how the Employment and Training Scheme shall be monitored.

10. To use reasonable endeavours to ensure that all tenants of the Commercial Development agree to comply with the terms of the Local Employment and Training Scheme unless it would be unreasonable or unduly onerous for them to do so

Schedule 8
Covenants to the SDNPA

Creative Workspaces

The Owner and the District Council covenant with the SDNPA as follows:

1. To submit the Creative Workspace Specification to the SDNPA for approval prior to the Commencement of Phase 1 of the Development
2. To submit the Creative Workspace Marketing and Management Plan to the SDNPA prior to the Commencement of Phase 1 of the Development
3. Not to Commence Phase 1 until the Creative Workspace Marketing and Management Plan and Creative Workspace Specification have been submitted to and approved by the SDNPA in consultation with the District Council
4. To provide the Creative Workspace in accordance with the Creative Workspace Specification prior to the Completion of Phase 1 of the Development
5. To market the Creative Workspace in strict accordance with the Creative Workspace Marketing and Management Plan
6. The Creative Workspace shall only be let in strict accordance with the Creative Workspace Marketing and Management Plan and at the rents specified within the Creative Workspace Marketing and Management Plan, which shall at all times be below the open market rental for comparable units in Lewes
7. To ensure and procure that the sale or lease agreement for the Creative Workspace contains a provision that requires the buyer or lessee of the Creative Workspace to abide by the Creative Workspace Marketing and Management Plan for as long as they hold a legal interest in the Creative Workspace and not to amend or alter the Creative Workspace Marketing and Management Plan without the express written consent of the SDNPA in consultation with the District Council.

Schedule 9
Covenants to the SDNPA

Open Space and Recreation

The Owner and the District Council covenant with the SDNPA as follows:

Open Space

1. To submit the Open Space Specification for a Phase of the Development to the SDNPA for approval prior to the Commencement of that Phase;
2. Not to Commence a Phase until the Open Space Specification for that Phase has been approved by the SDNPA
3. Prior to the Occupation of any Dwelling within a Phase, to provide the Open Space for that Phase in accordance with the relevant Open Space Specification

Landscape and Play Working Group

4. to set up a Landscape and Play Working Group prior to submitting applications for the discharge of pre-commencement conditions on Phase 1 of the Development
5. to meet with the Landscape and Play Working Group on a regular basis whilst applications to discharge conditions relating to the Malling Field Recreation Works and the Pells Recreation Works are prepared
6. to consult the Landscape and Play Working Group on the content of any applications to discharge pre-commencement conditions and/or reserved matters applications relating to Malling Field Recreation Works and the Pells Recreation Works
7. to take the consultation responses of the Landscape and Play Working Group into account when finalising the content of any applications to discharge pre-commencement conditions and/ or reserved matters applications that relate to the Malling Field Recreation Works and the Pells Recreation Works and to adopt any proposed revisions or amendments to them, where appropriate, prior to submission to the SDNPA and include an accompanying statement with submissions to the SDNPA describing the consultation, a summary of responses and the owner's response to them.

Recreation Works

8. Prior to the Commencement of Phase 1 of the Development to agree a budget for carrying out the Pells Recreation Works with the SDNPA, which shall include an lump sum payment for on-going maintenance of the works
9. Prior to the Commencement of Phase 2 and Phase 3 of the Development to agree a budget for carrying out the Malling Field Recreation Works with the SDNPA, which shall include an lump sum payment for on-going maintenance of the works
10. The total financial value of the budgets approved under paragraphs 8 and 9 of this Schedule shall be capped at a maximum value of one million one hundred and forty five thousand pounds (£1,145,000).
11. Unless otherwise agreed in writing the total maintenance contributions approved under paragraphs 8 and 9 of this Schedule may not comprise more than ten per cent of the maximum value set out in paragraph 10 of this Schedule.
12. Upon completion of the Pells Recreation Works to pay any maintenance payment agreed under paragraph 8 of this Schedule to the SDNPA
13. Upon completion of the Malling Field Recreation Works Upon completion of the Pells Recreation Works to pay any maintenance payment agreed under paragraph 9 of this Schedule to the SDNPA

Schedule 10
Covenants to the SDNPA

Financial Contributions

The Owner and the District Council covenant with the SDNPA as follows:

1. Policing Contribution

- 1.1 to pay the Policing Contribution for each Phase of the Development to the SDNPA within 10 Working Days of the date on which the Call Notice stating that the Policing Contribution for that Phase is required being served on them

2. Waste and Recycling

- 2.1 to pay the Waste and Recycling Contribution for each Phase of the Development to the SDNPA prior to the Occupation of the 10th Dwelling within that Phase
- 2.2 not to Occupy more than 9 Dwellings in a Phase until the Waste and Recycling Contribution for that Phase has been paid
- 2.3 the Waste and Recycling Contribution for each Phase of the Development shall be calculated in accordance with the following formula:

$$\text{£15 multiplied by DP} = \text{WRCP}$$

Where

DP: means the total number of Dwellings in a Phase of the Development

WRCP: means the Waste and Recycling Contribution Payable in respect of that Phase of the Development

3. Sustainability Audit Fee

- 3.1 to pay the Sustainability Audit Fee for each Phase of the Development to the SDNPA prior to the Commencement of that Phase
- 3.2 not to Commence a Phase of the Development until the Sustainability Audit Fee for that Phase has been paid.
- 3.3 The Sustainability Audit Fee for each Phase of the Development shall be calculated as follows:

$$\text{SAF divided by P} = \text{SAFP}$$

Where

SAF: means the total Sustainability Audit Fee for the Development (£15,000)

P: means the total number of Phases in the Development; and

SAFP: means the Sustainability Audit Fee Payable in respect of each Phase

Schedule 11
Covenants to the SDNPA

Monitoring

The Owner and the District Council covenant with the SDNPA as follows:

Notices

1. To provide the SDNPA with four weeks' written notice of the intended Commencement Date for each Phase of the Development in the form attached at Appendix 8
2. To provide the SDNPA with one week's written notice of the intended Occupation date of the first Dwelling within a Phase in the form attached at Appendix 8
3. To provide the SDNPA with written notice of date on which the fifth Dwelling within a Phase was Occupied, within two working days of the Occupation date in the form attached at Appendix 8

Monitoring

4. To submit the first Monitoring Report to the SDNPA on the 3 month anniversary of the date on which the Planning Permission is granted
5. To submit an updated Monitoring Report to the SDNPA after a further period of three months and to continue to do so, at regular three monthly intervals, until the last Dwelling in the Development has been Occupied.

Schedule 12
Covenants to the SDNPA and the County Council

Financial Contributions

The Owner and the District Council covenant with the SDNPA and the County Council as follows:

Part 1

Education

- 1.1 To pay the Education Contribution for each Phase of the Development to the SDNPA prior to the Occupation of the 10th Dwelling to be Occupied within that Phase
- 1.2 Not to Occupy or cause or allow the Occupation of more than 9 Dwellings in a Phase until the Education Contribution for that Phase has been paid
- 1.3 The Education Contribution for each of Phases 1 and 2 of the Development shall be calculated in accordance with the following formula:

TEC divided by TBR = X

X multiplied by PBR = ECP

Where

TEC: means the total Education Contribution for the Development (£803,829)

TBR: means the total number of bedrooms within the Dwellings in the Development

X: means the total Education Contribution for the Development expressed as a pounds per bedroom figure

PBR: means the number of bedrooms within the Dwellings in a Phase of the Development

ECP: means the proportion of the Education Contribution Payable in respect of that Phase of the Development
- 1.4 The Education Contribution for Phase 3 of the Development shall be the balance of the total Education Contribution less the sums paid in respect of Phases 1 and 2 of the Development.

Part 2

Highways

1 Church Lane Contribution

To pay the Church Lane Contribution to the SDNPA within 10 Working Days of the date on which the Call Notice stating that the Church Lane Contribution is required being served on them

2 Bus Infrastructure Contribution

- 2.1 To pay the Bus Infrastructure Contribution to the SDNPA prior to Occupation of the 9th Dwelling to be Occupied
- 2.2 Not to allow Occupation of more than 8 Dwellings until the Bus Infrastructure Contribution has been paid to the SDNPA in full.

3 Cycling Spaces Contribution

- 3.1 To pay the Cycling Spaces Contribution to the SDNPA prior to the Occupation of the 9th Dwelling to be Occupied
- 3.2 Not to allow Occupation of more than 8 Dwellings until the Cycling Spaces Contribution has been paid to the SDNPA in full.

4 Cycle Route Contribution

- 4.1 To pay the Cycle Route Contribution to the SDNPA within 10 Working Days of the date on which the Call Notice stating that the Cycle Route Contribution is required being served on them.

5 Offham Road Contribution

- 5.1 To pay Offham Road Contribution to the SDNPA within 10 Working Days of the date on which the Call Notice stating that the Offham Road Contribution is required being served on them.

6. Pedestrian Improvements Contribution

To pay the Pedestrian Improvements Contribution to the SDNPA within 10 Working Days of the date on which the Call Notice stating that the Pedestrian Improvements Contribution is required being served on them.

7. Fisher Street Works Contribution

- 7.1 To pay the Fisher Street Works Contribution to the SDNPA within 10 Working Days of the date on which the Call Notice stating that the Fisher Street Works Contribution is required being served on them.

8. Traffic Regulation Order Contribution

- 8.1 To pay each Traffic Regulation Order Contribution to the County Council within 10 Working Days of the date on which a Call Notice stating that a Traffic Regulation Order Contribution is required being served on them

Part 3

Travel Plan Audit Fee

- 1.1 To pay the Commercial Travel Plan Audit Fee to the County Council prior to Occupation of any part of the Commercial Development
- 1.2 To pay the Residential Travel Plan Audit Fee to the County Council prior to Occupation of any part of the Residential Development

Part 4

- 1.1 To commission a report on the condition of Wiley's Bridge and how it can be improved within a budget of £25,000 by works such as resurfacing and improving the angle of the approach access ramps, or other repairs, maintenance or improvement to the access ramps, the public rights of way leading up to Wiley's Bridge and footpath 16.
- 1.2 To propose a scheme of improvement works to Wiley's Bridge, the access ramps leading up to it, the adjoining public rights of way and footpath 16 to the SDNPA and the County Council.
- 1.3 Subject to the SDNPA and the County Council approving the scheme of improvement works submitted under paragraph 1.2 above (or an amended scheme agreed between the parties) and granting a licence for the works to be carried out then to carry out the agreed scheme of improvement works to Wiley's Bridge at the same time as the Malling Field Recreation Works and in any event after the Completion of Phase 1 and prior to the Commencement of the Phase 3 of the Development.

Schedule 13

Covenants to the County Council

Travel Plans

The Owner covenants with the County Council as follows:

Part 1

COMMERCIAL TRAVEL PLAN

1 THE PRELIMINARY DRAFT COMMERCIAL TRAVEL PLAN

1.1 Prior to the first Occupation of any part of the Commercial Development to prepare and submit to the County Council a preliminary draft version of the Commercial Travel Plan ("the Preliminary Draft Commercial Travel Plan") such plan to:

1.1.1 be based on and consistent with the analysis contained in the Transport Assessment submitted in support of the planning application and dated October 2015 ("the Transport Assessment") and in accordance with the aims and objectives of the County Council's Guidance on Travel Plans for New Development (September 2008);

1.1.2 identify modal share targets to achieve year-on-year reductions in car use journeys to and from the Commercial Development ("the Preliminary Draft Commercial Travel Plan Objectives");

1.1.3 identify measures and initiatives to achieve the Preliminary Draft Commercial Travel Plan Objectives; and

1.1.4 include methodologies of the measurement and monitoring of the extent to which the Preliminary Draft Commercial Travel Plan Objectives are achieved

2 THE DRAFT COMMERCIAL TRAVEL PLAN

Not to Occupy or cause or allow to be Occupied any part of the Commercial Development until:

2.1. the Preliminary Draft Commercial Travel Plan including any appropriate adjustments ("the Draft Commercial Travel Plan") has been approved in writing by the County Council

2.2 the Commercial Travel Plan Audit Fee has been paid to the County Council in full.

3 THE REVISED DRAFT TRAVEL PLAN

Following conclusion of the first six (6) months of the first Occupation of any part of the Commercial Development to prepare and not later than the conclusion of the first eight (8) months of Occupation of the Commercial Development submit to the County Council a draft version of the revised Commercial Travel Plan ("the Revised Draft Commercial Travel Plan") which will:-

- 3.1. be based on the Draft Commercial Travel Plan; and
- 3.2. take account of a transport survey undertaken at the time of preparation of the Revised Draft Commercial Travel Plan of the transport patterns and demands arising from the use and occupation of the Commercial Development; and
- 3.3 set modal share targets to achieve year-on-year reductions in car use journeys to and from the Commercial Development ("the Revised Draft Commercial Travel Plan Objectives"); and
- 3.4 identify measures and initiatives to achieve the Revised Draft Commercial Travel Plan Objectives; and
- 3.5 include methodologies for the measurement and monitoring of the Revised Draft Commercial Travel Plan

4 THE COMMERCIAL TRAVEL PLAN

- 4.1 Not later than the conclusion of the first twelve (12) months following the first Occupation of any part of the Commercial Development to submit the Revised Draft Commercial Travel Plan including any adjustments ("the Commercial Travel Plan") to the County Council for approval in writing by the County Council.
- 4.2 To use best endeavours to achieve modal share targets to achieve year-on-year reductions in car use journeys to and from the Commercial Development set by the Commercial Travel Plan ("the Commercial Travel Plan Objectives") from the date of approval in writing by the County Council of the Commercial Travel Plan of the Development
- 4.3 To measure in accordance with the methodology(ies) detailed in the Commercial Travel Plan the extent to which the Commercial Travel Plan Objectives have been achieved at the end of each twelve (12) month period from the date of approval in writing by the County Council of the Commercial Travel Plan for a period of five (5) years from the date of the first measurement exercise until the date five (5) years after the date of full Occupation of the Commercial Development.
- 4.4 To produce to the County Council a report on the extent to which the Commercial Travel Plan Objectives are being achieved ("the Monitoring Report") immediately

following each of the measurement exercises described at paragraph 4.3 of this Schedule.

4.5 To implement forthwith further suitable measures and initiatives (such measures and initiatives to be subject to the prior written approval of the County Council) to achieve the Commercial Travel Plan Objectives if the Monitoring Report reveals the Commercial Travel Plan Objectives are not being achieved in full or in part.

4.6 If:

- a) the Owners fail to produce the Revised Draft Commercial Travel Plan to the County Council within eight (8) months of first Occupation of the Commercial Development; or
- b) upon receipt by the County Council of the next Monitoring Report following the implementation of the measures and initiatives referred to in paragraph 4.5 of this Schedule it transpires that the measures and initiatives have not been carried out in whole or in part then to pay to the County Council a sum being the estimated cost to the County Council of implementing those measures and initiatives that have not been carried out subject to the total sum payable under this clause not exceeding £5,000

Part 2

RESIDENTIAL TRAVEL PLAN

The Owner covenants with the County Council as follows:

1 THE PRELIMINARY DRAFT RESIDENTIAL TRAVEL PLAN

1.1 Prior to the first Occupation of any part of the Residential Development to prepare and submit to the County Council a preliminary draft version of the Residential Travel Plan ("the Preliminary Draft Residential Travel Plan") such plan to:

1.1.1 be based on and consistent with the analysis contained in the Transport Assessment submitted in support of the planning application and dated October 2015 ("the Transport Assessment") and in accordance with the aims and objectives of the County Council's Guidance on Travel Plans for New Development (September 2008);

1.1.2 identify modal share targets to achieve year-on-year reductions in car use journeys to and from the Residential Development in each Phase of the Development ("the Preliminary Draft Residential Travel Plan Objectives");

- 1.1.3 identify measures and initiatives to achieve the Preliminary Draft Residential Travel Plan Objectives; and
- 1.1.4 include methodologies of the measurement and monitoring of the extent to which the Preliminary Draft Residential Travel Plan Objectives are achieved

2 THE DRAFT RESIDENTIAL TRAVEL PLAN

Not to Occupy or cause or allow to be Occupied any part of the Residential Development until:

- 2.1. the Preliminary Draft Residential Travel Plan including any appropriate adjustments ("the Draft Residential Travel Plan") in so far as it relates to that Phase of the Development has been approved in writing by the County Council
- 2.2 the Residential Travel Plan Audit Fee has been paid to the County Council in full.

3 THE REVISED DRAFT RESIDENTIAL TRAVEL PLAN

Following conclusion of the first [six (6) months] of the first Occupation of any part of the Residential Development to prepare and not later than the conclusion of the first [eight (8) months] of Occupation of the Residential Development submit to the County Council a draft version of the revised Residential Travel Plan ("the Revised Draft Residential Travel Plan") which will:-

- 3.1. be based on the Draft Residential Travel Plan; and
- 3.2. take account of a transport survey undertaken at the time of preparation of the Revised Draft Residential Travel Plan of the transport patterns and demands arising from the use and occupation of the Development; and
- 3.3 set modal share targets to achieve year-on-year reductions in car use journeys to and from the Residential Development ("the Revised Draft Residential Travel Plan Objectives"); and
- 3.4 identify measures and initiatives to achieve the Revised Draft Residential Travel Plan Objectives; and
- 3.5 include methodologies for the measurement and monitoring of the Revised Residential Travel Plan

4 THE RESIDENTIAL TRAVEL PLAN

- 4.1 Not later than the conclusion of the first twelve months following the first Occupation of any part of the Residential Development to submit the Revised Draft Residential Travel Plan including any adjustments ("the Residential Travel Plan") to the County Council for approval in writing by the County Council.
- 4.2 To use best endeavours to achieve modal share targets to achieve year-on-year reductions in car use journeys to and from the Residential Development set by the Residential Travel Plan ("the Residential Travel Plan Objectives") from the date of approval in writing by the County Council of the Residential Travel Plan
- 4.3 To measure in accordance with the methodology(ies) detailed in the Residential Travel Plan the extent to which the Residential Travel Plan Objectives have been achieved at the end of each twelve (12) month period from the date of approval in writing by the County Council of the Residential Travel Plan for a period of five (5) years from the date of the first measurement exercise until the date five (5) years after the date of full Occupation of the Residential Development.
- 4.4 To produce to the County Council a report on the extent to which the Residential Travel Plan Objectives are being achieved ("the Monitoring Report") immediately following each of the measurement exercises described at paragraph 4.3 of this Schedule.
- 4.5 To implement forthwith further suitable measures and initiatives (such measures and initiatives to be subject to the prior written approval of the County Council) to achieve the Residential Travel Plan Objectives if the Monitoring Report reveals the Residential Travel Plan Objectives are not being achieved in full or in part.
- 4.6 If:
- a) the Owners fail to produce the Revised Draft Residential Travel Plan to the County Council within eight (8) months of first Occupation of the Commercial Development; or
 - b) upon receipt by the County Council of the next Monitoring Report following the implementation of the measures and initiatives referred to in paragraph 4.5 of this Schedule it transpires that the measures and initiatives have not been carried out in whole or in part then to pay to the County Council a sum being the estimated cost to the County Council of implementing those measures and initiatives that have not been carried out subject to the total sum payable under this clause not exceeding £5,000

Schedule 14
Covenants to the County Council

Walkways Agreement

The Owner and the District Council covenant with the SDNPA and the County Council as follows:

- 1 to enter into a Walkways Agreement with the County Council for all Footpaths forming part of Phase 1 of the Development prior to the Occupation of any Dwellings within Phase 1 of the Development
- 2 to enter into a Walkways Agreement with the County Council for all Footpaths forming part of Phase 2 of the Development prior to the Occupation of any Dwellings within Phase 3 of the Development
- 3 to enter into a Walkways Agreement with the County Council for all Footpaths forming part of Phase 3 prior to the Occupation of any Dwellings within Phase 3 of the Development

Schedule 15
Covenants to the SDNPA

Car Club and Car Parking

The Owner and the District Council covenant with the SDNPA and the County Council as follows:

1 Car Club

- 1.1 Before occupation of Phase 1 to provide to the SDNPA for approval details of the operation of the proposed Car Club.
- 1.2 Following approval of the Car Club proposals by the SDNPA and the occupation of Phase 1 of the Development to provide vehicles and secure the operation of a Car Club on the Site, to include the following:
 - 1.2.1 two vehicles will be provided before the occupation of Phase 1, and these will be parked in dedicated bays in the Public Car Park of Phase 1;
 - 1.2.2 three more vehicles will be provided before the occupation of Phase 2, and these will be located on the street in Phases 2 and 3;
 - 1.2.3 at least two of the vehicles will be low carbon;
 - 1.2.4 the arrangements for the Car Club will be no less advantageous to users than those of comparable commercial Car Clubs operating in Lewes at the time that the Car Club is introduced and subsequently operates.

2 Car Parking

- 2.1 The maintenance and management regime for car parking facilities to be provided under paragraphs 4(f) and 10.2(c) of Schedule 6 to the Agreement shall include provision as follows, unless the variation is agreed in writing between the Owner and the SDNPA:
 - 2.1.1 residents of Phase 1 of the Development will be served by 178 car parking spaces in the Public Car Park;
 - 2.1.2 residents of Phases 2 and 3 of the development will be served by 173 service level car parking spaces within Phases 2 and 3;
 - 2.1.3 the remaining 153 spaces will be allocated to residents on a paid resident only permit system allowing parking for intervals of 3-12 months;

- 2.1.4 priority for a permit will be given to the largest homes without on-site parking;
- 2.1.5 the 178 parking spaces in the Public Car Park referred to in paragraph 2.1.1 will also be available to staff of those employed on Site;
- 2.1.6 All parking charges will have regard to other car parks in Lewes town centre
- 2.1.7 permits will be distributed according to need and fluctuations over the lifetime of the Development, with priority given to the largest homes;
- 2.1.8 Phases 1, 2 and 3 will include parking spaces with a 30 limit waiting period to allow for unloading will be included;
- 2.1.9 parking permits will be price structured, with weekend and evening only permits being cheaper than those with a day time component;
- 2.1.10 14 spaces for Blue Badge holders will be distributed between the Public Car Park [10] and the remainder [4] around open surface bays;
- 2.1.11 Blue Badge permit holders will receive priority in the allocation of parking permits within the site;
- 2.1.12 Priority will also be given to household running of electric vehicle;
- 2.1.13 four electric vehicle charging bays will be allocated in the Public Car Park;
- 2.1.14 three listed charging spaces will be located on street in Phases 2 and 3 bookable online in advance for overnight or 24 hour stays (with no return within 48 hours).

Schedule 16
Covenants to the SDNPA and the County Council

Riverside Walk

The Owner and the District Council covenant with the SDNPA and the County Council as follows:

1. To provide the Riverside Walk as follows:
 - 1.1 Part 1 as shown on Plan E prior to the completion of Phase 1 of the Development
 - 1.2 Part 2 as shown on Plan E prior to the completion of Phase 2 of the Development
 - 2.1 Not to allow the Occupation of any Dwelling in Phase 1 of the Development until Part 1 of the Riverside Walk has been provided
 - 2.2 Not to allow the Occupation of any Dwelling in Phase 2 of the Development until Part 2 of the Riverside Walk has been provided
3. To ensure that the Riverside Walk is constructed in such a way that it directly joins the Site boundary and allows a direct connection to be made to it from the neighbouring property
4. Not to unreasonably prevent or obstruct a connection to the Riverside Walk at the boundary of the Site by the SDNPA or their agents
5. To allow all such reasonable access to the Site as may be required by the SDNPA or their instructed agents to facilitate the connection of the Riverside Walk to the wider footpath network
6. Upon completion of each part of the Riverside Walk to enter into the Permissive Route Agreement in respect of that part of the Riverside Walk.

Schedule 17
Covenants to the SDNPA and County Council
Land Ownership

The Owner and the District Council covenant with the SDNPA and the County Council as follows:

1. Not to Commence any Phase of the Development until they have acquired all of the freehold legal titles comprising that Phase of the Development and bought all of the leasehold legal titles in that Phase of the Development to an end.
2. To notify the SDNPA and the County Council upon the acquisition of each new freehold interest in the Site and the cessation of each leasehold title
3. Within 21 days of acquiring a new freehold interest in the site to enter into a deed of variation to this Deed broadly in the form attached at Appendix 7 to ensure that the acquired title is bound by the provisions of this Deed.
4. To maintain a schedule of all acquired and outstanding legal interests in the Site and make it available to the SDNPA and the County Council upon request for inspection

Schedule 18

Covenants by the SDNPA

The SDNPA covenants with the Owner, the District Council and the County Council as follows:

1. To issue the Planning Permission within five working days of the date of this Deed
2. To pay the financial contributions received under Schedules 4, 9, 10 and 12 of this Deed into an interest bearing account
3. To use each of the financial contributions received under Schedules 4, 9 and 10 of this Deed for its stated purpose only and for no other purpose
4. To return any part of financial contributions that have not been spent or committed or transferred to County Council within 10 years of each respective payment to the Owner, together with any interest accrued thereon
5. To pay the County Contribution (or relevant part thereof) over to the County Council within ten (10) Working Days of receipt.
6. To serve a Call Notice in respect of a Called for Contribution on the Owner and the District Council when the SDNPA has been provided with sufficient evidence to establish that the infrastructure scheme or project to be funded by the contribution:
 - a. is fully justified and at an advanced stage of planning;
 - b. has identified all the other sources of funding necessary to ensure its completion; and
 - c. has been programmed to commence within the Payment Period
7. To provide a summary of the evidence required under paragraph 6 of this Schedule to the Owner and the District Council, together with copies of all supporting documentation, when the Call Notice is served.
- 8.1 to calculate the Policing Contribution for each of Phases 1 and 2 of the Development shall in accordance with the following formula:

$$\text{TPC divided by TBR} = X$$

$$X \text{ multiplied by PBR} = \text{PCP}$$

Where

TPC: means the total Policing Contribution for the Development (not to exceed £79,650)

TBR: means the total number of bedrooms within the Dwellings in the Development

X: means the total Policing Contribution for the Development expressed as a pounds per bedroom figure

PBR: means the number of bedrooms within the Dwellings in a Phase of the Development

PCP: means the proportion of the Policing Contribution Payable in respect of that Phase of the Development

8.2 The Policing Contribution for Phase 3 of the Development shall be the balance of the total Policing Contribution less the sums paid in respect of Phases 1 and 2 of the Development.

9. In respect of the Call Notices referred to in Schedule 10 and Schedule 12, Part 2:

9.1 Not to serve the Church Lane Contribution Call Notice until after the Occupation of the 9th Dwelling to be Occupied

9.2 Not to serve the Cycle Route Contribution Call Notice until after the Occupation of the 9th Dwelling to be Occupied

9.3 Not to serve the Offham Road Contribution Call Notice until after the Occupation of the 9th Dwelling to be Occupied

9.4 Not to serve the Pedestrian Improvement Contribution Call Notice until the SDNPA has approved the design of the signs to be installed and until after the Occupation of the 9th Dwelling to be Occupied

9.5 Not to serve the Fisher Street Contribution Call Notice until after the Occupation of the 9th Dwelling to be Occupied.

9.6 Not to serve the Phase 1 Police Contribution Call Notice until after the Occupation of the 9th Dwelling in Phase 1

9.7 Not serve the Phase 2 Police Contribution Call Notice until after the Occupation of the 9th Dwelling in Phase 2

9.8 Not to serve the Phase 3 Police Contribution Call Notice until after the Occupation of the 9th Dwelling in Phase 3

Schedule 19

Covenants by the County Council

The County Council covenants with the SDNPA, the Owner and the District Council as follows:

1. To pay the financial contributions received under Schedules 12 and 18 into an interest bearing account
2. To use each of the financial contributions received under Schedules 12 and 18 for its stated purpose only and for no other purpose
3. If or to the extent that any part of any County Contribution which has been received by the County Council from the SDNPA or the Owners has not been allocated at the expiry of the date ten (10) years after the date of each respective payment by the Owner to refund to the Owner such sums as have not been allocated together with simple interest on the sum calculated on a daily basis at 2% below the base rate of the National Westminster Bank PLC base rate in force from time to time for the period from the date of receipt by the County Council of the relevant sum to the date of refund
4. To notify the SDNPA in writing when the infrastructure scheme or project to be funded by a Called for Contribution
 - a. is fully justified and at an advanced stage of planning;
 - b. has identified the other sources of funding necessary to ensure its completion;
 - c. has been programmed to commence within the Payment Period

and to provide the SDNPA with copies of all supporting documents or other evidence as may be reasonably required by the SDNPA to demonstrate that these conditions have been met.