

(1) BERKELEY HOMES PLC

AND

(2) BERKELEY HOMES
(SOUTHERN) LIMITED

AND

(3) SOUTHWATER PROPERTY
PROMOTION LIMITED

AND

(4) HORSHAM DISTRICT COUNCIL

AND

(5) WEST SUSSEX COUNTY COUNCIL

FOURTH DEED OF VARIATION
PURSUANT TO SECTION 106 AND 106A
OF THE TOWN AND COUNTRY
PLANNING ACT 1990

in respect of
Land West of Worthing Road, Southwater,
Horsham, West Sussex RH13 9DT

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BETWEEN:

- (1) **BERKELEY HOMES PLC** (company number 4088248) whose registered office is at Berkeley House, 19 Portsmouth Road, Cobham, Surrey KT11 1JG ("**Guarantor**");
- (2) **BERKELEY HOMES (SOUTHERN) LIMITED** (company number 01454061) whose registered office is at Berkeley House, 19 Portsmouth Road, Cobham, Surrey KT11 1JG ("**First Owner**");
- (3) **SOUTHWATER PROPERTY PROMOTION LIMITED** (company number 09321075) of Lower Park Barn, Chilton Business Centre, Chilton, Aylesbury, Buckinghamshire HP18 9LS ("**Second Owner**");
- (4) **HORSHAM DISTRICT COUNCIL** of Albery House, Springfield Road, Horsham, West Sussex RH12 2GB ("**District Council**"); and
- (5) **WEST SUSSEX COUNTY COUNCIL** of County Hall West Street Chichester West Sussex PO19 1RQ ("**County Council**").

BACKGROUND

- A The First Owner is the registered proprietor of that part of the Land to which this Deed applies with absolute title registered at the Land Registry under Title Number WSX376044.
- B The Second Owner is the registered proprietor of that part of the Land to which this Deed applies with absolute title registered at the Land Registry under Title Number WSX367809.
- C The District Council granted the Outline Permission following the completion of the Original S106 Agreement.
- D On 16 January 2017 the parties entered into the First Variation and the 2017 Section 106 Agreement.
- E On 9 October 2019 the parties entered into the Second Variation.
- F On 24 June 2024 the parties entered into the Third Variation.
- G Without prejudice to the covenants in the Varied S106 Agreement, the parties have agreed to vary the terms of the Varied S106 Agreement as set out in Schedule 1 of this Deed.
- H This Deed is made under s106 and s106A of the 1990 Act and is supplemental to the Varied S106 Agreement
- I The District Council is satisfied that the planning obligations are:
 - (i) necessary to make the Development acceptable in planning terms; and
 - (ii) directly related to the Development; and
 - (iii) fairly and reasonably relate in scale and kind to the Development,and satisfy the requirements of in Regulation 122 (as amended).

IT IS AGREED that:

1 DEFINITIONS AND INTERPRETATIONS

- 1.1 In this Deed where the context so admits all words and phrases defined in the Varied S106 Agreement shall have the same meanings unless otherwise varied by the terms of this Deed and the following expressions shall have the following meaning:

"2017 Section 106 Agreement" means the agreement dated 16 January 2017 made between Berkeley Homes (Southern) Ltd (1), Horsham District Council (2) and West Sussex County Council (3) in respect of **"Block B"**;

~~**"Alternative Phase 5 Development"** means the development of Phase 5 pursuant to any planning permission which is not the Phase 5 Development;~~

"Commencement of the Section 73 Permission Development" means the date upon which the Section 73 Permission Development shall begin by the carrying out of a material operation in accordance with the provisions of section 56(4) of the Act PROVIDED THAT any works of or associated with demolition, site clearance, remediation works, ground investigations, environmental or archaeological investigations, site and soil surveys, erections of contractors work compound, erection of site office, erection of fencing to site boundaries, marking of site boundaries and laying out of access roads and services shall for the purposes of the agreement be deemed not to be material operations and **"Commence"**, **"Commencement"** and **"Commenced"** shall be construed accordingly;

~~**"Commencement Implementation Commencement of the Phase 5 Development"** means the carrying out of a material operation as defined in Section 56(4) of the Act in respect of the Phase 5 Development but excluding (for the purposes of this Section 106 Agreement and for no other purpose) any operation relating to works of investigations in respect of land contamination or remedial action in respect thereof site survey works, enabling works, demolition works, site clearance works, earthworks, archaeological investigations and digs, exploratory boreholes, operations permitted by the Town and Country Planning (General Permitted Development) (England) Order 2015, the erection of hoardings and fencing, temporary diversion of services and signage (including the formation of temporary construction accesses)~~

"Deed" means this Fourth Deed of Variation;

"First Variation" means the deed of variation dated 16 January 2017 made between Berkeley Homes PLC (1) Berkeley Homes (Southern) Limited (2) Southwater Property Promotion Limited (3) Horsham District Council (4) and West Sussex County Council (5);

"Original S106 Agreement" means the Agreement dated 25 June 2015 made between Henry Egerton Aubrey-Fletcher, Peter Robert Michael Bond, Thomas Egerton Aubrey-Fletcher (1) Berkeley Strategic Land Limited (2) the Horsham District Council (3) and the West Sussex County Council (4) Berkeley Homes PLC (5);

"Outline Permission" means the planning permission granted by the District Council on 25 June 2015 under planning reference DC/14/0590 which granted outline planning permission for the residential development of up to 540 dwellings and 54 retirement living apartments associated vehicular cycle and pedestrian access drainage and landscape works;

"Owners" means the First Owner and the Second Owner;

"Phase 5" means the area edged red on the Phase 5 Plan which for the avoidance of doubt was intended to be Phase 5 of the Outline Permission;

"Phase 5 Development" means the erection of 94 dwellings with associated access, parking and landscaping pursuant to full planning permission applied for under planning

reference DC/19/2464 on Phase 5 and including any variation of planning permission reference DC/19/2464 pursuant to section 73 of the Town and Country Planning Act 1990;

“Phase 5 Plan” means plan reference S835/Ph5/LP attached hereto at Appendix A;

“Second Variation” means the deed of variation dated 9 October 2019 made between Berkeley Homes PLC (1) Berkeley Homes (Southern) Limited (2) Southwater Property Promotion Limited (3) Horsham District Council (4) and West Sussex County Council (5);

“Section 73 Application” planning application reference DC/24/1158 for Minor Material Amendment (Section 73) to vary condition 2 of application reference DC/24/0772 (non material amendment to previously approved application DC/18/1246) for 199 no. residential dwellings including 61 affordable dwellings and vary the plans approved under condition 1 of application reference DC/18/1246;

“Section 73 Permission” the planning permission granted pursuant to the Section 73 Application;

“Section 73 Permission Development” means the development of the Land pursuant to the Section 73 Permission;

“Third Variation” means the deed of variation dated 24 June 2024 made between Berkeley Homes PLC (1) Berkeley Homes (Southern) Limited (2) Southwater Property Promotion Limited (3) Horsham District Council (4) and West Sussex County Council (5); and

“Varied S106 Agreement” means the Original S106 as varied by the First Variation, the Second Variation and the Third Variation.

- 1.2 Save where is otherwise provided references in this Deed to the Owners shall include their successors in title and assigns.
- 1.3 References in this Deed to **“District Council”** and **“County Council”** shall include any successor to their functions as local planning authority highway authority fire authority and education authority.
- 1.4 The clause headings in this Deed are for convenience only and do not form part of the Deed.
- 1.5 References in this Deed to clauses paragraphs and schedules shall (unless the context otherwise requires) be references to clauses paragraphs and schedules in this Deed.
- 1.6 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.7 References in this Deed to the singular shall include the plural and vice versa.
- 1.8 References in this Deed to one gender shall include all other genders.
- 1.9 Any covenant in this Deed by which the relevant party is not to do an act shall be construed as if it were a covenant not to do or permit or suffer to be done such act.
- 1.10 Any covenant in this Deed whereby the relevant party is not to omit to do an act or thing shall be construed as if it were a covenant not to omit or permit or suffer to be omitted such act or thing.
- 1.11 References in this Deed to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to

time in force and references to a statute include statutory instruments and regulations made pursuant to it.

- 1.12 Where any party to this Deed is two or more individuals references to that party shall include the plural number and obligations expressed or implied to be made by or with such party are deemed to be made by or with such individuals jointly and severally.
- 1.13 If and to the extent that there is any inconsistency as between the Varied S106 Agreement and this Deed then the provisions of this Deed shall prevail.

2 STATUTORY POWERS

- 2.1 This Deed is made pursuant to Section 106 and 106A of the Act, section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011 and any other enabling powers and enactments that are relevant.
- 2.2 It is acknowledged by the parties that the planning obligations are obligations for the purpose of Section 106 and 106A of the Act.

2.3 The obligations contained in the Varied S106 Agreement as varied by this Deed are binding on the Land and enforceable by the District Council and County Council as local planning authority against the Owners and their successors in title in respect of their interest in the Land.

2.4 It is acknowledged and agreed by the Council and County Council that the amendments in this Deed in respect of the Housing Mix and / or Affordable Housing mix reflect the existing Development of the Land within phases 1, 3.1 and 3.2 as at the date of this Deed and the proposed ongoing development of the Land within phases 4 and 5 pursuant to the Section 73 Permission and Phase 5 Development (as applicable) and as is set out in Appendix C for completeness. The Council and County Council acknowledge that the development of Phases 4 and 5 pursuant to the Section 73 Permission and Phase 5 Development would be compliant with the Housing Mix and Affordable Housing mix.

3 CONDITIONALITY

- 3.1 This Deed shall come into effect upon:
- 3.1.1 grant of the Section 73 Permission; and
- 3.1.2 Commencement of the Section 73 Permission Development
- 3.1.3 save for clauses 1, 2, 3, 4, 6, 8, 9, 10, 11, 12, 13, 15 and 16 which shall come into effect upon grant of the Section 73 Permission and clause 10 which will come into effect upon the Commencement of the Phase 5 Development

4 DETERMINATION OF DEED

- 4.1 The obligations in this deed (with the exception of Clause 10) shall cease to have effect if, before the Commencement of Development, the Section 73 Permission:
- 4.1.1 expires;
- 4.1.2 is varied or revoked other than at the Owners' request; or
- 4.1.3 is quashed following a successful legal challenge.

5 VARIATIONS TO THE VARIED S106 AGREEMENT

- 5.1 Without prejudice to the other covenants in the Varied S106 Agreement which shall continue in full force and effect, parties to this Deed agree that the Varied S106 Agreement shall be amended as set out in Schedule 1 of this Deed.
- 5.2 Save for as provided in this Deed it is agreed by the parties that all covenants and obligations in the Varied S106 Agreement met and performed prior to the date of this Deed are satisfied.

6 LOCAL LAND CHARGE

- 6.1 This Deed is a local land charge and the Council shall register it as such as soon as practicable after the completion of this Deed.
- 6.2 Upon the full satisfaction of all the terms of this Deed or if this Deed lapses pursuant to clause 4.1 hereto the District Council shall at the request of the Owners procure that all entries in the register of local land charges relating to it shall be removed forthwith.

7 NO FETTER ON DISCRETION

Nothing in this Deed shall fetter or prejudice the District Council's or County Council's statutory rights powers discretions and responsibilities (save where legally or equitably permitted) under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.

8 SEVERABILITY

It is agreed that if any part of this Deed is declared unlawful or invalid by a court of competent jurisdiction then (to the extent possible) the offending provision(s) will be severed from the Deed and the remainder of this Deed shall continue in full force and effect

9 PARTING OF INTEREST

No person shall be bound by any obligations rights or duties contained in this Deed and/or be liable for any breach of covenant and/or obligations contained in this Deed after they shall have parted with all interest in the Land or any part of the Land in respect of which such obligation relates or such breach occurs provided that they shall remain liable for any subsisting breach of covenant prior to parting with their interest.

10 PHASE 5

- 10.1 The Parties hereby agree and acknowledge the following:
- 10.1.1 that no reserved matters application can be made under the Outline Permission for Phase 5 due to the passage of time and therefore a separate full application has been submitted for the Phase 5 Development;
 - 10.1.2 the Phase 5 Development is chargeable development in accordance with the Community Infrastructure Levy Regulations 2010 (as amended);
 - 10.1.3 the obligations to pay the Secondary Education Contribution, Primary Education Contribution, Library Contribution, Indoor Sports Contribution, Outdoor Sports Contribution and Fire Services Infrastructure Contribution in the Varied S106 Agreement (as amended by this Deed) have been paid in full but will result in an overpayment due to the development of Phase 5 being undertaken pursuant to the Phase 5 Development;

10.1.4 the Council and County Council hereby confirm that they will not enforce any of the Varied S106 Agreement (as amended by this Deed) obligations to pay the contributions set out at clause 10.1.3 above in so far as they relate to the development of Phase 5 pursuant to the Outline Permission.

10.2 ~~The County Council covenants that it will within 60 Working Days of receipt of after the County Council receives notice in writing from Berkeley Homes (Southern) Limited confirming of Implementation Commencement of the Phase 5 Development (such notice to also provide providing Berkeley Homes (Southern) Limited's the First Owners official bank details and to be sent to the County Council's "Planning Services" team at the County Council's address provided herein) (PROVIDED THAT notice of Commencement of the Phase 5 Development is given after the date of Commencement of the Phase 5 Development) the County Council will within 60 days of receipt of the notice refund to Berkeley Homes (Southern) Limited (being the party who paid the relevant contributions) £453,446 (four hundred and fifty three thousand four hundred and forty six pounds) being the proportionate overpayment of the Fire Services Infrastructure Contribution and of the first three instalments of the Primary Education Contribution and Secondary Education, as a result of Phase 5 being undertaken pursuant to the Phase 5 Development PROVIDED THAT such notice is given after the date of Implementation of the Phase 5 Development~~

10.3 The Council covenants that it will, within 60 Working Days of receipt of an invoice from Berkeley Homes (Southern) Limited (PROVIDED THAT such invoice is not issued until after Berkeley Homes (Southern) Limited has given notice of Commencement of Development Implementation of the Phase 5 Development to the Council in writing), refund to Berkeley Homes (Southern) Limited (being the party who paid the relevant contributions) the First Owner £357,795.40 (three hundred and fifty seven thousand seven hundred and ninety five pounds and forty pence) broken down as follows:

~~10.1.4~~10.3.1 £208,556.40 (two hundred and eight thousand five hundred and fifty six pounds and forty pence) on behalf of the County Council being the proportionate overpayment of the Library Contribution and of the fourth instalments of the Primary Education Contribution and Secondary Education Contribution, as a result of Phase 5 being undertaken pursuant to the Phase 5 Development permission.

~~10.1.5~~10.3.2 £149,239 (one hundred and forty nine thousand two hundred and thirty nine pounds) being the proportionate overpayment of the Indoor Sports Contribution and Outdoor Sports Contribution as a result of Phase 5 being undertaken pursuant to the Phase 5 Development permission.

~~10.2~~10.4 The County Council hereby authorises the Council to issue the refund detailed at clause 10.3.1 on its behalf.

The Council and the County Council agree that in the event that the Council:

grants planning permission in respect of the Alternative Phase 5 Development; and

the Alternative Phase 5 Development constitutes chargeable development in accordance with the Community Infrastructure Levy Regulations 2010 (as amended) of; and

the obligations to pay the Secondary Education Contribution, Primary Education Contribution, Library Contribution, Indoor Sports Contribution, Outdoor Sports Contribution and Fire Services Infrastructure Contribution in the Varied S106 Agreement (as amended by this Deed) will result in an overpayment due to the development of Phase 5 being undertaken pursuant to the Alternative Phase 5 Development

the provisions of clauses 10.2 – 10.4 (inclusive) above shall apply as though the references in those paragraphs to the Phase 5 Development and the Phase 5 Development permission are to the Alternative Phase 5 Development and the Alternative Phase 5 Development permission.

~~10.3~~10.5 save for as amended by this Deed and as set out in this clause 10, the Varied S106 Agreement is otherwise affirmed and acknowledged by the Parties to be in full force and effect and applies to the Land, including the Phase 5 Development.

~~10.4~~10.6 In the event of conflict between the obligations and conditions secured for the Phase 5 Development and the Varied S106 Agreement (as amended by this Deed), then the Phase 5 Development shall take precedence in respect of Phase 5

11 LEGAL COSTS

11.1 The First Owner hereby covenants that it will on the date of this Deed pay the District Council's and reasonable legal costs in connection with the preparation and completion of this Deed.

11.2 The First Owner hereby covenants that it will on the date of this Deed pay the County Council's reasonable legal costs in connection with the preparation and completion of this Deed.

12 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 no part of this Deed shall be enforceable by a third party who is not a party to this Deed with the exception of a successor to the District Council's or County Council's statutory functions and for the avoidance of doubt the terms of this Deed may be varied by agreement between the parties without the consent of any such third party.

13 NO PROHIBITION ON OTHER DEVELOPMENT

Nothing in the Deed shall prohibit or limit the right to carry out and commence the development of the Land in accordance with any other planning permission other than (where specified in this Deed) the Outline Permission granted (whether or not on appeal) after the date of this Deed.

14 WAIVER

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

15 JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England.

16 DELIVERY

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

THIS DEED HAS BEEN EXECUTED AS A DEED AND DELIVERED on the date stated at the beginning of this Deed

SCHEDULE : VARIATIONS TO VARIED S106 AGREEMENT

The Varied S106 Agreement shall be amended as follows:

Clause 1

1 Clause 1.1 shall be amended as follows:

1.1 The definition of “**Ecological Mitigation Area**” shall be deleted in its entirety and replaced with the following:

*“**Ecological Mitigation Area**” means the area for ecological mitigation shown in the approximate position on the Site indicatively shown on Plan 14 (but excluding any areas within Phase 5) and provided in accordance with the approved Landscape Specification and the terms of Schedule 16 to be managed and maintained thereafter by the Management Company or the Developer”*

1.2 The definition of “**General Open Space**” shall be deleted in its entirety and replaced with the following:

*“**General Open Space**” means the area of amenity green space to be provided in accordance with the Landscape Specification comprising of general open space indicatively shown in the approximate position on Plan 14 but excluding any areas within Phase 5 and provided in accordance with the terms of Schedule 16 to be managed and maintained thereafter by the Management Company or the Developer”*

1.3 The definition of “**Housing Mix**” shall be deleted in its entirety and replaced with the following:

*““**Housing Mix**” means the following:*

Private Units		Affordable Housing Units		Affordable Housing Units Over 55 Units	
Type	No	Type	No	Type	No
1 bed flats	9	1 bed flats	32	1 bed flats	20
2 bed flats	0	2 bed flats	53	2 bed flats	12
		3 bed flats	2		
2 bed houses	75	2 bed houses	39		
3 bed houses	161	3 bed houses	20		
4 bed houses	133				
5 bed houses	38				
Total	416	Total	146	Total	32
Grand Total					594

“

1.4 The definition of “**Landscaped Areas**” shall be deleted in its entirety and replaced with the following:

“Landscaped Areas” means any and all of the General Open Space the Landscape / Green Corridors the Existing Woodland the Structural Landscape and Buffer Strips and the Ecological Mitigation Area as shown indicatively on Plan 14 but excluding any areas within Phase 5, to be managed and maintained thereafter by the Management Company or the Developer”

- 1.5 The definition of **“LAPs”** shall be deleted in its entirety and replaced with the following:

“LAPs” means all or any one of the local areas of play to be provided in accordance with the Play Areas Specification on the Site as part of the Development within the relevant Phases of Development shown by the Illustrative Phasing Plan but excluding Phase 5, in accordance with the LAP Specification and Schedule 8 and **“LAP”** shall be construed accordingly to be managed and maintained thereafter by the Management Company or the Developer”

- 1.6 The definition of **“LEAPs”** shall be amended as follows:

1.6.1 The words *“and the Third LEAP”* shall be deleted

- 1.7 The definition of **“Library Contribution”** shall be deleted in its entirety and replaced with the following:

“Library Contribution” means the sum of one hundred and fifty three thousand three hundred and nine pounds (£153,309.00) to be paid to the District Council on behalf of the County Council subject to County Council Indexation in accordance with Schedule 3 towards the cost of providing additional floor space at Southwater Library and / or (in consultation with Southwater Parish Council) towards improvements at Horsham Library”

- 1.8 The definition of **“Open Space”** shall be deleted in its entirety and replaced with the following:

“Open Space” means any or all of the Cemetery Extension, the Church Car Park, the Second LEAP, the Village Hall Car Park, the Village Hall Land Extension, the Ecological Mitigation Area, the Existing Woodland, the General Open Space, the Landscape / Green Corridors, the LAPs, the Storm Water Detention Areas and the Structural Landscape and Buffer Strips and any other areas as may be agreed, but excluding any areas within Phase 5 and **“Open Spaces”** shall be construed accordingly”

- 1.9 There shall be a new definition of **“Phase 5”** as follows:

“Phase 5” means the area edged red on the Phase 5 Plan which for the avoidance of doubt was intended to be Phase 5 of the Outline Permission

- 1.10 There shall be a new definition of **“Phase 5 Plan”** as follows:

“Phase 5 Plan” means plan reference S835/Ph5/LP”

- 1.11 The definition of **“Structural Landscape and Buffer Strips”** shall be deleted in its entirety and replaced with the following:

“Structural Landscape and Buffer Strips” means those areas of land indicatively shown in the approximate position on Plan 14 but excluding any areas within Phase 5, to be provided in accordance with the Landscape Specification and Schedule 16 to be managed and maintained thereafter by the Management Company or the Developer”

- 1.12 The definition of **“Storm Water Detention Areas”** shall be deleted in its entirety and replaced with the following:

“Storm Water Detention Areas” means the storm water attenuation areas provided in accordance with Schedule 7 indicatively shown in the approximate positions on Plan 19 and in accordance with the Storm Water Detention Specification but excluding any areas within Phase 5, to be managed and maintained thereafter by the Management Company or the Developer”

1.13 The definition of **“Third LEAP Maintenance Contribution”** shall be deleted in its entirety

1.14 The definition of “Plan 14” shall be deleted in its entirety and replaced with the following:

“means the plan included at Schedule 1 of this Agreement indicatively showing the approximate location of the Landscape Areas being cumulatively the General Open Space Existing Woodland Ecological Mitigation Area and the Structural Landscape and Buffer Strips and Landscape/Green Corridors and marked “Plan 14” and with drawing reference 00401F_SK40 Rev D5”

Clause 4

2 Clause 4 shall be amended as follows:

2.1 Clause 4.4.25 shall be deleted in its entirety

Schedule 1

3. Plan 14 shall be deleted and replaced with Plan 14 at Appendix B

Schedule 5

3 Schedule 5 shall be amended as follows:

3.1 Paragraph 11 and 12 of Schedule 5 shall be deleted in their entirety and replaced with the following:

“11. To pay the Second LEAP Maintenance Contribution to the District Council upon the transfer of the Second LEAP to the Parish Council or to the District Council or its Nominee (as appropriate)

12. Not to Occupy or cause or allow to be Occupied more than 50% of the Dwelling Units in Phase 4 of the Development until the Second LEAP Maintenance Contribution has been paid to the District Council”

3.2 Paragraphs 12(a) to 17 of Schedule 5 shall be deleted in their entirety.

3.3 Paragraph 22 of Schedule 5 shall be deleted in its entirety and replaced with the following:

“22. On the District Council notifying the Owner and / or the Developer in writing that it is satisfied that the Second LEAP has been constructed provided equipped and maintained in accordance with the Play Area Specification the Owner / Developer shall offer to transfer the Second LEAP to the Parish Council or to the District Council or its Nominee for the sum of £1 and such transfer to be in the form or substantially in the same form as the draft transfer annexed at Schedule 26.”

3.4 Paragraph 24 of Schedule 5 shall be deleted in its entirety and replaced with the following:

“24. If the Parish Council or the District Council or its Nominee do not accept the offer to transfer or the transfer is not completed then the Second LEAP Maintenance Contribution shall not be payable and the Owner / Developer shall be released from the relevant Occupation restrictions”

- 4 Paragraph 25 of Schedule 5 shall be deleted in its entirety and replaced with the following:

“25. To pay the reasonable legal costs of the Parish Council or the District Council or its Nominee in accepting the transfer of the Second LEAP upon completion of the Second LEAP transfer”

Schedule 7

- 5 Schedule 7 shall be amended as follows:

- 5.1 The initial covenant of Schedule 7 shall be deleted in its entirety and replaced with the following:

“Save for in respect of Phase 5 the Owner and Developer hereby covenant and agree with the District Council.”

Schedule 16

- 6 Schedule 16 shall be amended as follows:

- 6.1 The initial covenant of Schedule 16 shall be deleted in its entirety and replaced with the following:

“Save for in respect of Phase 5 the Owner and Developer hereby covenant and agree with the District Council.”

Schedule 19

- 7 Schedule 19 shall be amended as follows:

- 7.1 Paragraph 2.1 of Schedule 19 shall be deleted in its entirety and replaced with the following:

- 2.1 *“To provide within the Development in accordance with the Affordable Housing Delivery Schedule in Part 2 of this Schedule the Affordable Housing Units in the following tenure and mix:*

2.1.1 89 Affordable ~~Housing~~ Rented Units being:

2.1.1.1 26 x 1 bed apartments 20 of which shall be Over 55 Units

2.1.1.2 27 x 2 bed apartments 12 of which shall be Over 55 Units

2.1.1.3 1 x 3 bed apartments

2.1.1.4 16 x 2 bed houses; and

2.1.1.5 19 x 3 bed houses

2.1.2 89 Shared Ownership Units being:

2.1.2.1 26 x 1 bed apartments

2.1.2.2 38 x 2 bed apartments

2.1.2.3 1 x 3 bed apartments

2.1.2.4 23 x 2 bed houses; and

2.1.2.5 1 x 3 bed houses

Schedule 21

8 Schedule 21 shall be amended as follows:

8.1 A new paragraph 5 of Schedule 21 shall be included as follows:

“5. For the avoidance of doubt the provisions of the Green Travel Plan and this Schedule 21 shall not apply to Phase 5”

Schedule 22

9 Schedule 22 shall be amended as follows:

9.1 Paragraph 6 of Schedule 22 shall be amended as follows:

9.1.1 The words “the Third LEAP” shall be deleted

9.2 Paragraph 8 of Schedule 22 shall be amended as follows:

9.2.1 The words “and Third LEAP Maintenance Contribution” shall be deleted

Schedule 16

10 Schedule 23 shall be amended as follows:

10.1 Paragraph 4 shall be deleted in its entirety and replaced with the following:

“To repay each of the County Council Contributions to the party who has paid the relevant County Council Contribution to the District Council in the event that the relevant County Council Contribution has not been spent by the County Council within 7 years from the date of payment SAVE FOR the Library Contribution which the County Council shall repay to the party who has paid the Library Contribution to the District Council in the event that the Library Contribution has not been spent by the County Council within 10 years.

EXECUTED as a **DEED** by)
BERKELEY HOMES (SOUTHERN) LIMITED)
acting by a Director and its Secretary or by)
two Directors)

.....
Director

.....
Director/Secretary

EXECUTED as a **DEED** by)
SOUTHWATER PROPERTY PROMOTION)
acting by a Director and its Secretary or by)
two Directors)

.....
Director

.....
Director/Secretary

EXECUTED as a **DEED** by)
SOUTHWATER PROPERTY PROMOTION)
LIMITED acting by a Director and its Secretary)
or by two Directors)

.....
Director

.....
Director/Secretary

EXECUTED as a **DEED** by affixing.....)
The COMMON SEAL of.....)
HORSHAM DISTRICT COUNCIL.....)
in the presence of:

.....
Authorised Officer

EXECUTED as a **DEED** by affixing.....)
The COMMON SEAL of.....)
WEST SUSSEX COUNTY COUNCIL.....)
in the presence of:

.....
Authorised Officer

Appendix A

Appendix B