

DATED 26 August 2026

BETWEEN

MID SUSSEX DISTRICT COUNCIL (1)

AND

WEST SUSSEX COUNTY COUNCIL (2)

AND

THE DISABILITIES TRUST (3)

AND

ST MARKS PROPERTIES (XVII) LIMITED (4)

PLANNING OBLIGATION BY WAY OF AGREEMENT

pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended)
relating to land at Hollyrood and ~~Holy~~^{*}Rood Cottage, Ardingly Road, Haywards Heath, West
Sussex, RH16 2QY

* Holly

DM/24/2922

Julie Galvin
Assistant Director, Governance and Monitoring Officer
Mid Sussex District Council
'Oaklands' Oaklands Road
Haywards Heath
West Sussex
RH16 1SS

IKEN REF: 8479

OFFICIAL

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THIS DEED is dated the 26th day of August 2026

BETWEEN

- (1) **MID SUSSEX DISTRICT COUNCIL** of Oaklands, Oaklands Road, Haywards Heath, West Sussex, RH16 1SS ("the District Council")
- (2) **WEST SUSSEX COUNTY COUNCIL** of County Hall, West Street, Chichester, West Sussex, PO19 1RQ ("the County Council")
- (3) **THE DISABILITIES TRUST** incorporated and registered in England and Wales with company number 2334589 whose registered office is at 1st Floor, 32 Market Place, The Martlets, Burgess Hill, West Sussex, RH15 9NP ("the Owner")
- (4) **ST MARKS PROPERTIES (XVII) LIMITED** incorporated and registered in England and Wales with company number 15499478 whose registered office is at 20 Wenlock Road, London N1 7GU ("the Developer")

BACKGROUND

- (A) The Owner is the freehold owner of the Land with title absolute.
- (B) The District Council is the local planning authority for the purposes of the Act for the area in which the Land is situated.
- (C) The County Council is the local authority responsible for education, library and highways infrastructure in the area in which the Land is situated.
- (D) The Developer has made the Application to carry out the Development.
- (E) As the Development is located within the 7km zone of influence surrounding the SPA, the Development generates a need for a financial contribution towards the Joint SAMM Strategy and the SANG Strategy in accordance with Policy DP17 of the District Plan and having regard to the Habitats Regulations which would not be generated but for the Development.
- (F) As required by the Habitats Regulations, the District Council, as competent authority, has undertaken a Habitats Regulations assessment of the implications of the project for the SPA in view of that site's conservation objectives. The District Council concludes the Development with mitigation would not have an adverse effect on the integrity of the SPA and considers that suitable contributions towards the Joint SAMM Strategy and the SANG Strategy are therefore required.
- (G) The District Council Committee resolved to grant planning permission for the Development subject to the completion of this deed.
- (H) The District Council and the County Council having regard to the Supplementary Planning Document determine the obligations contained in this Deed are necessitated by virtue of this Application.

- (I) The Developer has stated that there are viability issues affecting the development of the Land and submitted to the District Council documentation in support of this contention
- (J) It is also agreed that in accordance with the Affordable Housing SPD that unless the sum of Four Hundred and Twenty Thousand Pounds (£420,000) is paid on the Review Date an Advanced Stage Review will be submitted for assessment when accurate information about actual build costs and values will be able to be provided. The Advanced Stage Viability Review will determine whether or not any additional value has been generated since the viability assessment was undertaken. If the viability position improves then contributions towards the Affordable Housing Contribution shall be paid. The contributions shall be based on 60% of any additional value generated and would be capped at Four Hundred and Twenty Thousand Pounds (£420,000). Additional value shall result from an increase in the Gross Development Value or a reduction in the Build Costs or from the Gross Development Value increasing by more than any increase in Build Costs. The relevant GDV and Build Cost figures, together with the Council's Affordable Housing Contribution Formula and viability clauses, will be included in this Deed. and if viability is found to have improved with a positive Surplus resulting from the application of Formula D(taking into account the assessment as set out in Appendix 4b) of the Advanced Stage Viability Review it is agreed that a cap of Four Hundred and Twenty Thousand Pounds (£420,000) shall be paid to the District Council.
- (K) The Owner has agreed to enter into this Deed to give the following obligations in the manner hereinafter appearing and agree that the tests set out in Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) are met.

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1. INTERPRETATION AND DEFINITIONS

- 1.1. In this Deed the following expressions shall unless the context otherwise requires have the following meanings:

Act	means the Town and Country Planning Act 1990 as amended;
Actual Build Costs	means the actual build costs payments made or agreed to be paid in respect of (where applicable) preliminaries, demolition, site clearance and site preparation, construction, abnormals, external works and infrastructure, contractors' overheads and profit, and design and professional fees for the construction of 75% (15) of the Dwellings in the Development sold/let and other income/revenue sources (as set out in the relevant building contract(s)), including receipted invoices, or costs certified by the

Owner's quantity surveyor or costs consultant and agreed by the External Consultant during the Advanced Stage Review Assessment.

**Actual Gross
Development Value**

means the actual capital value derived from the sales values of 75% (15) of the Dwellings sold/let, together with that from of any car parking spaces and any other buildings sold, the rental value of any Dwellings and any other buildings rented out which are capitalised using a yield, any shared ownership/discounted market sale receipts and related retained equity, any ground rents, any rents generated by commercial floorspace or any other use and any other potential sources of revenue generated by the Development and agreed by the External Consultant during the Advanced Stage Review Assessment;

**Advanced Stage
Review**

means the review required by the Development Viability SPD on all applications which do not meet the District Plan affordable housing policy requirement at grant of planning permission and requires submission by the Owner to the District Council of all relevant information and full supporting evidence relating to the Actual Build Costs, the Estimated Build Costs, the Actual Gross Development Value and the Estimated Gross Development Value on the Review Date (but not earlier) to enable the External Consultant to carry out the Advance Stage Review Assessment, and Advanced Stage Review and Advanced Stage Viability Review shall be interpreted accordingly;

**Advanced Stage
Review Assessment**

means the assessment by the External Consultant appointed by the District Council of all relevant information and full supporting evidence submitted relating to the Actual Build Costs and the Estimated Build Costs and the Actual Gross Development Value and the Estimated Gross Development Value to assess any changes to the Submission Viability Assessment GDV and the Submission Viability Assessment Build Costs. The External Consultant will calculate the Actual Gross Development Value, the Estimated Gross Development Value, the Actual Build Costs and the Estimated Build Costs and will assess if a Surplus has arisen using the Affordable Housing Contribution Formula

Affordable Housing means housing provided to eligible households who the District Council could reasonably expect to occupy the Development having regards to the District Council's Housing Allocation Scheme effective from 1st August 2019 or any updated allocation scheme including availability at a cost low enough for them to afford (or at rent levels previously approved by the responsible officer for Housing in writing), determined with regard to local incomes and local incomes and local house prices; and include provision for the homes to remain at an affordable price for future eligible households, or if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision subject to any such recycling of the subsidy being in accordance with the requirements of Homes England;

Affordable Housing Contribution means the financial contribution of Four Hundred and Twenty Thousand pounds (£420,000)) or such lesser sum as shall be determined by the Advanced Stage Viability Review in accordance with the FIRST SCHEDULE .

Affordable Housing Contribution Cap means the sum of £420,000 calculated in accordance with Formula D of the Advanced Stage Viability Review

Affordable Housing Contribution Formula means the following formula:
$$(((A + B - C) - (D + E - F)) \times APA = \text{Surplus or Affordable Housing Contribution}$$

A = The Actual Gross Development Value achieved at the time of the sale/letting of 75% (15) of the Dwellings in the Development from the values of the 75% (15) of the Dwellings sold/let) and from other parts of the Development sold / let and other income/revenue receipts calculated as part of the Advanced Stage Review Assessment

B = The Estimated Gross Development Value assessed at the time of the sale/letting of 75% (15) of the Dwellings in the Development for the remaining 25% (5) of the Dwellings in the

Development to be sold/let and for other parts of the Development that are yet to be sold/let and other income/revenue sources calculated as part of the Advanced Stage Review Assessment

C = The Submission Viability Assessment GDV

D = The Actual Build Costs of 75% (15) of the Dwellings in the Development (and other income/revenue sources) calculated as part of the Advanced Stage Review Assessment

E = The Estimated Build Costs of the remaining 25% (5) of the Dwellings in the Development that are yet to be sold/let (and other income/revenue sources) calculated as part of the Advanced Stage Review Assessment

F = The Submission Viability Assessment Build Costs.

APA = 0.60

Notes:

(A + B - C) is the change in the Gross Development Value from the Submission Viability Assessment to the point of the Advanced Stage Review Assessment

(D + E - F) is the change in Build Costs from the Submission Viability Assessment to the point of the Advanced Stage Review Assessment

The change in Build Costs is subtracted from the change in the Gross Development Value to establish whether any additional value has been generated as a result of increased values or reduced costs or a combination of the two.

APA = 0.60 (0.40 is the proportion of additional value to be retained by the Owner as an additional profit allowance)

means the document entitled Affordable Housing Supplementary Planning Document and adopted by the District Council on the 25th July 2018;

**Affordable Housing
SPD**

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

Application means the application for full/outline planning permission for the Development which was validated by the District Council on 11 December 2024 and allocated reference number DM/24/2922;

**Ashdown Forest
SMM Contribution** means the financial contribution of Twenty Two Thousand Two Hundred and Thirty pounds (£22,230) calculated in accordance with the Joint SMM Strategy subject to adjustment in accordance with the provision of paragraph 1.1 of the FIRST SCHEDULE;

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

**Biodiversity Excess
Gain** means the percentage of the Biodiversity Net Gain in excess of 10% at the time when the Development on the Lans is completed, calculated based on the difference between;

- (1) the Pre-Development Biodiversity Value; and
- (2) the Post-Development Biodiversity Value

as evidenced by the BNG Metric;

Biodiversity Net Gain	means a 10% net gain in biodiversity at the time when the Development on the Land is completed, calculated based on the difference between: (1) the Pre-Development Biodiversity Value; and (2) the Post-Development Biodiversity Value as evidenced by the BNG Metric
BNG Acceptance of Completion	means the written statement by the District Council confirming that the habitat enhancements set out in the Biodiversity Enhancement Layout under condition 10 of the Permission on the On Site Biodiversity Areas and Off Site Biodiversity Areas have been complied with to its reasonable satisfaction, and "Acceptance" shall be construed accordingly;
BNG Metric	means the statutory metric published by The Department for the Environment Food and Rural Affairs(DEFRA) from time to time for measuring the biodiversity value or relative biodiversity value of habitat or habitat enhancement
BNG Monitoring Fee	means the sum of Twelve Thousand Pounds £12,000;
BNG Plan	means the Plan submitted to and approved by the District Council to satisfy the Development's Biodiversity Net Gain requirements pursuant to schedule 7A of the 1990 Act;
Build Costs	means the build cost payments made or agreed to be paid in respect of (where applicable) preliminaries, demolition, site clearance and site preparation, constructions, abnormals, external works and infrastructure, contractors' overheads and profit, and design and professional fees for the construction of all of the Dwelling in the Development sold/let and other income/revenue sources as agreed by the External Consultant;
Bus Stop Infrastructure	means 2 new bus stop poles and real time passenger information, including if necessary any kerbing alterations, lighting and vegetation clearance, at the east and west sides of Ardingly Road adjacent to the site access as shown on drawing

24004-004 Rev A and to be designed and installed in accordance with paragraph 4 of schedule 2

Commencement Date means the date on which the Commencement of the Development begins;

Commencement of the Development means the carrying out of a material operation pursuant to the Application as defined in section 56(4) of the Act PROVIDED ALWAYS THAT the following operations shall not be treated as material operations for the purposes of this Deed only:

- (i) operations consisting of archaeological investigations and digs,
- (ii) investigations for the purpose of assessing ground conditions including testing and surveys,
- (iii) remedial work in respect of any contamination or other adverse ground conditions,
- (iv) the construction of boundary fencing or hoardings (including the erection of an enclosure for the purpose of site security) and the temporary display of site notices or advertisements,
- (v) provision of underground drainage and sewers and the laying and diversion of other services and service medium,

and all references to **Commence**, **Commenced** and **Commencement** shall be construed accordingly;

Commencement Notice means the written notice confirming the Commencement Date referred to in clauses 4.1 and 5.1 and served in accordance with clause 19;

Community Buildings Contribution means the financial contribution of Seventeen Thousand One Hundred and Ninety pounds (£17,190) Index linked;

County Council Contributions means the Primary Education Contribution, the Secondary Education Contribution, the Library Contribution and the Total Access Demand Contribution;

County Council Monitoring Contribution	means the total sum of two thousand five hundred and sixty five pounds (£2,565) payable to the County Council for monitoring the delivery and performance of a Qualifying Trigger contained in this Deed over the lifetime of the Development;
Deed	means this agreement and "Agreement" shall be construed accordingly;
Default Interest Rate	means 4% per annum above the Base Rate of the Bank of England and Interest shall be construed accordingly;
Development	means the development of the Land by Removal of outbuildings and alterations to the existing buildings and hard surfaces to allow for a change of use from Class C2 (residential institution) use to a Class C3 (dwellinghouse) use to provide 3 no.1-bed flats, 14 no. 2-bed flats, and 2 no. 3-bed two storey dwellings (and retaining Holy Rood Cottage as a 3-bed dwelling), together with 37 no. car parking spaces, private and communal amenity spaces, landscaping, bin and cycle stores. Alterations to existing access points onto and from Ardingly Road and Park Lane as set out in the Application and authorised by the Planning Permission;
Development Viability SPD	means the document entitled Development Viability Supplementary Planning Document adopted by the District Council on the 25 th July 2018;
District Council Contributions	means the Affordable Housing Contribution, the Ashdown Forest SAMM Contribution, the Formal Sport Contribution, the Community Buildings Contribution, the Kickabout Contribution, the Local Community Infrastructure Contribution, the Play Space Contribution and the SANG Contribution;
District Plan	means the Mid Sussex District Plan 2014-2031 adopted by the District Council on 28 th March 2018;
Dwelling	means any dwelling (including a house, flat or maisonette) to be constructed pursuant to the Planning Permission and Dwellings shall be construed accordingly;

Estimated Build Costs	means the estimated build cost payments made or agreed to be paid in respect of (where applicable) preliminaries, demolition, site clearance and site preparation, construction, abnormal, external works and infrastructure, contractors' overheads and profit, and design and professional fees for the construction of the remaining 25% (5) of the Dwellings in the Development that are yet to be sold/let and other income/revenue sources based on agreed building contracts or estimation provided by the Owner's quantity surveyor or costs consultant and agreed by the External Consultant during the Advanced Stage Review Assessment;
Estimated Gross Development Value	means the capital value of the remaining 25% (5) of the Dwellings in the Development that are yet to be sold/let together with that from any car parking spaces and any other buildings to be sold, the rental value of any Dwellings and any other buildings to be rented out which are capitalised using a yield, any shared ownership/discounted market sale receipts and related retained equity, any ground rents, any rents generated by commercial floorspace or any other use and any other potential sources of revenue and agreed by the External Consultant during the Advances Stage Review Assessment;
External Consultant(s)	means the external consultant(s) appointed by the District Council to carry out the review of the Submission Viability Assessment and the Advanced Stage Review Assessment;
Financial Contribution Trigger	means a trigger contained within this Deed applicable to the District Council Contributions and the County Council Contributions;
First Occupation Date	means the date on which the Occupation of any Dwelling begins
First Occupation Notice	means the written notice confirming the First Occupation Date referred to in clauses 5.2 and Paragraph 4 of the Second Schedule and served in accordance with clause 18

Formal Sport Contribution means the financial contribution of Seventeen Thousand One Hundred and Ninety pounds (£17,190) Index Linked

Gross Development Value means the capital value derived from the sales values of the Dwellings in the Development sold/let, any car parking spaces and any other buildings sold, the rental value of any Dwellings and any other buildings to be rented out which are capitalised using a yield, any shared ownership/discounted market sales receipts and related retained equity, any ground rents, any rents generated by commercial floorspace or any other use and any other potential sources of revenue.;

Habitats Regulations means Part 6 of The Conservation of Habitats and Species Regulations 2017 (SI 2017/1012) (as amended);

HMMP means a Habitat Management and Monitoring Plan approved by the District Council setting out details of how the Biodiversity Net Gain Plan will be delivered managed maintained and monitored over at least 30 years (the "Covenant Period");

Index Linked means
(a) in relation to the District Council Contributions, that the District Council Contributions payable under this Deed shall be increased in accordance with the following formula:

$$\text{Amount Payable} = \text{Relevant Amount} \times (A/B)$$

Where:

Relevant Amount = the payment to be RPI Indexed

A = the figure for the RPI Index which applied when the RPI Index was last published prior to the date that the Relevant Amount is paid under this Deed

B = the figure for the RPI Index which applied when the RPI Index was last published prior to the date hereof

(b) in relation to the County Council Contributions, that the County Council Contributions payable by the Owner under this Deed shall be increased by the application of the following formula:

$$A = B \times \frac{C}{D} \text{ is equal to or greater than } 1$$

where A is the sum actually payable on the date of payment
 B is the original sum mentioned in this Deed
 C is the BCIS Index for the quarter preceding the date of payment
 D is the BCIS Index for the quarter preceding the date of consultation being 17th January 2025
 and **Indexation** shall be construed accordingly;

Joint SAMM Strategy means the Joint Strategic Access Management and Monitoring Strategy published by the District Council and dated 19th March 2020 or any successor strategy;

Kickabout Contribution means the financial contribution of Twelve Thousand Six Hundred and Eight pounds (£12,608) Index Linked

Land means the land against which this Deed may be enforced known as land at Hollyrood and Holy Rood Cottage, Ardingly Road, Haywards Heath, West Sussex, RH16 2QY which is registered at HM Land Registry under title numbers WSX286208 and WSX218495 and is shown for identification purposes only edged red on the Plan;

Library Contribution means the financial contribution of Six Thousand Eight hundred and Seventy Six pounds (£6,876) subject to adjustment in accordance with the provision of paragraph 3.13 of the SECOND SCHEDULE and which is calculated using current occupancy rates from census statistics published by the Office for National Statistics and payable in accordance with this Deed being a financial contribution towards the costs of providing the additional library infrastructure required to accommodate the extra demands for library services that would be generated by the Development and to be used towards Haywards Heath Library PROVIDED THAT should Commencement of the Development take place after 31st March 2025, the sum shall be re-calculated using the latest published census statistics published by the Office for National Statistics;

Local Community Infrastructure Contribution	means the financial contribution of Twelve Thousand Five Hundred and Seventy Two pounds (£12,572) Index Linked
Monitoring Reports	means the monitoring reports to be issued to the Council as specified in the Habitat Management and Monitoring Plan;
Non-Financial Trigger	means a trigger which is not a Financial Trigger
On Site Biodiversity Area	means the areas within the Land to be laid out to provide habitat enhancements for the purpose of achieving the Biodiversity Net Gain in accordance with the HMMP and subsequently managed, maintained and monitored in accordance with the HMMP
Payment Notice	means a payment notice in the form attached at APPENDIX 3
Plan	means the plan annexed to this Deed at APPENDIX 2
Planning Permission	means the planning permission granted by the District Council pursuant to the Application [substantially in the draft form annexed at APPENDIX 1;
Play Space Contribution	means the financial contribution of Fifteen Thousand and Ten pounds (£15,010) Index Linked
Post-Development Biodiversity Value	(1) the projected value of the on site habitat at the time when the BNG Acceptance of Completion has been issued; (2) the value of any On Site and Offsite Biodiversity Areas; and in each case calculated by reference to the BNG Metric
Pre-Development Biodiversity Value	means the biodiversity value of the on site habitat prior to the Development calculated by reference to the BNG Metric;
Practical Completion	means the issue of a certificate of practical completion by the Owner or their architect or in the event that the Development is constructed by a party other than the Owner the issue of a certificate of practical completion by that other party or their architects;

Primary Education Contribution	means the financial contribution of Thirty One Thousand Three Hundred and Seven pounds (£31,307) subject to adjustment in accordance with the provision of paragraph 2.1 of the SECOND SCHEDULE; calculated using current occupancy rates from census statistics published by the Office for National Statistics and payable in accordance with this Deed being a financial contribution towards the cost of providing the additional education infrastructure required to accommodate the extra demands for primary education services that would be generated by the Development and to be used towards additional facilities at Lindfield Primary Academy, or another primary school in the planning area of Haywards Heath PROVIDED THAT should Commencement of the Development take place after 31 st March 2025, the sum shall be re-calculated using the latest published census statistics published by the Office for National Statistics;
Qualifying Trigger	means in relation to this Deed including a Financial Contribution Trigger and a Non-Financial Trigger;
Review Date	means a date between the date on which the 15 th Dwelling is sold/let and before the 16 th Dwelling is sold/let.
Review Date Notice	means the written notice given by or on behalf of the Owner confirming the Review Date referred to in clause 4.2 and served in accordance with clause 19;
RPI Index	means the Retail Prices (All Items) Index as published by the Office for National Statistics or (if such index is at the relevant time no longer published) such other comparable index or basis for indexation as the District Council may specify;
SANG	means the Suitable Alternative Nature Greenspace to be provided within Mid Sussex in accordance with the SANG Strategy;
SANG Contribution	means the sum of Ninety Nine Thousand Eight Hundred and Seven pounds (£99,807) calculated in accordance with the

SANG Strategy and subject to adjustment in accordance with the provision of paragraph 2.1 of the FIRST SCHEDULE;

SANG Land means an area of land known as the Hill Place Farm SANG situated within Mid Sussex which is within the Freehold ownership of the District Council, which has been designated as SANG Land as identified by the SANG Strategy;

SANG Strategy means Prioritisation approach to SANG capacity for the strategic SANG at Hill Place Farm dated 1st September 2022

Scheme means the scheme of cycle and pedestrian improvements linking Lindfield to Haywards Heath;

Secondary Education Contribution means the financial contribution of Thirty Three Thousand Six Hundred and Ninety Four pounds (£33,694) subject to adjustment in accordance with the provision of paragraph 2.3 of the SECOND SCHEDULE; calculated using current occupancy rates from census statistics published by the Office for National Statistics and payable in accordance with this Deed being a financial contribution towards the cost of providing the additional education infrastructure required to accommodate the extra demands for secondary education services that would be generated by the Development and to be used towards additional facilities at Oathall Community College or another secondary school in the planning area of Haywards Heath PROVIDED THAT should Commencement of the Development take place after 31st March 2025, the sum shall be re-calculated using the latest published census statistics published by the Office for National Statistics;

SPA means the Ashdown Forest Special Protection Area (being a designated European site under the Habitats Regulations);

Supplementary Planning Document means the document entitled Development Infrastructure and Contributions Supplementary Planning Document adopted by the District Council on the 25th July 2018;

Submission Viability Assessment means the Viability Assessment with reference DSP25521AI(F1) updated June 2025 and prepared by the External Consultant(s) following their independent assessment of the Viability Assessment prepared by S106M and submitted by the Owner at the Application stage. A copy of the relevant DSP Viability Assessment Appraisal Summary Date 24th October 2024 and a copy of the DSP summary of June 2025 is attached at Appendix 4A and 4B;

Submission Viability Assessment Build Costs means the estimated build cost payments made or agreed to be paid in respect of (where applicable) preliminaries, demolition, site clearance and site preparation, construction, abnormals, external works and infrastructure, contractors' overheads and profit, contingencies and design and professional fees for the construction of the 20 Dwellings in the Development that are to be sold/let and other income/revenue sources in the sum of Five Million and Seventy Eight Thousand, Six Hundred and Ninety Seven pounds (£5,078,697) as agreed by the External Consultant during his assessment at the Planning Application stage;

Submission Viability Assessment GDV means the estimated capital value derived from the sales values of the 20 Dwellings in the Development to be sold/let, any car parking spaces and any other buildings to be sold, the rental value of any Dwellings and any other buildings to be rented out which are capitalised using a yield, any shared ownership/discounted market sale receipts and related retained equity, any ground rents, any rent generated by commercial floorspace or any other use and any other potential sources of revenue in the sum of Eight Million, Six Hundred and Forty Four Thousand Seven hundred and Ninety Seven Pounds (£8,644,797) as agreed by the District Council and the Owner's external consultants at the planning Application stage;

**Supplementary
Planning Document**

means the document entitled Development Infrastructure and Contributions Supplementary Planning Document adopted by the District Council on the 25th July 2018;

Surplus means a sum resulting from the calculation of the Affordable Housing Contribution Formula following the Advanced Stage Review Assessment;

Total Access Demand Contribution means the financial contribution of Thirty Five Thousand Eight Hundred and Six pounds (£35,806) subject to adjustment in accordance with the provision of paragraph 1.1 of the SECOND SCHEDULE; calculated using current occupancy rates from census statistics published by the Office for National Statistics payable in accordance with this Deed and is calculated in accordance with the Total Access Demand Methodology and to be used towards the Scheme PROVIDED THAT should Commencement of the Development take place after 31st March 2025, the sum shall be re-calculated using the latest published census statistics published by the Office for National Statistics;

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

Unit(s) means a new unit of accommodation as set out in the Mid Sussex District Council document "Type of Development and Application of the SANG Contribution" dated 1st September 2022;

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

- 1.2. Clause and schedule 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, whether 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. 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.
- 1.8. References to clauses and Schedules are the clauses and Schedules of this Deed.
- 1.9. 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.
- 1.10. References to the District Council, the County Council, the Developer and the Owner shall include the successors in title and assigns of each party including any local authority successor.
- 1.11. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. LEGAL BASIS

- 2.1. This Deed is made pursuant to section 106 of the Act, section 1 of the Localism Act 2011, section 111 of the Local Government Act 1972 and all other enabling powers.
- 2.2. The obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act and are entered into by the Owner and the Developer with the intention that they bind the interests held by those persons in the Land and their respective successors and assigns.
- 2.3. The obligations contained in this Deed are enforceable by the District Council and the County Council in accordance with section 106 of the Act.

3. CONDITIONALITY

This Deed shall come into effect immediately upon completion of this Deed save for the provisions of clauses 4, 5, 6 and 7 which are conditional upon the grant of Planning Permission.

4. COVENANTS TO THE DISTRICT COUNCIL

The Owner covenants with the District Council:

- 4.1. to give the Commencement Notice to the District Council not less than 10 Working Days before the Commencement Date;
- 4.2. to give the Review Date Notice to the District Council not less than 10 Working Days before the Review Date; and
- 4.3. to observe and perform the covenants, restrictions and obligations contained in this Deed including the Schedules hereto.

5. COVENANTS TO THE COUNTY COUNCIL

The Owner covenants with the County Council:

- 5.1. to give the Commencement Notice to the County Council not less than 10 Working Days before the Commencement Date;
- 5.2. to give the First Occupation Notice to the County Council not less than 10 Working Days before the First Occupation Date; and
- 5.3. to observe and perform the covenants, restrictions and obligations contained in this Deed including the Schedules hereto.

6. COVENANTS BY THE DISTRICT COUNCIL

The District Council covenants with the Owner to observe and perform the covenants, restrictions and obligations contained in the THIRD SCHEDULE.

7. COVENANTS BY THE COUNTY COUNCIL

The County Council covenants with the Owner to observe and perform the covenants, restrictions and obligations contained in the FOURTH SCHEDULE.

8. DEVELOPER'S CONSENT

The Developer consents to the completion of this Deed and declares that its interest in the Land shall be bound by the terms of this Deed.

9. OWNER'S CONSENT

The Owner consents to the completion of this Deed and declares that its interest in the Land shall be bound by the terms of this Deed.

10. RELEASE

No person shall be liable for any breach of any of this Deed after parting with all of its interest in the Land, except in respect of any breach subsisting prior to parting with such interest.

11. LOCAL LAND CHARGE

This Deed is a local land charge and shall be registered as such by the District Council

12. THE DISTRICT COUNCIL AND COUNTY COUNCIL'S COSTS

- 12.1. The Owner shall pay to the District Council on or before the date of this Deed the District Council's reasonable legal costs together with all disbursements incurred in connection with the preparation, negotiation and completion of this Deed and the sum of Three Thousand Six Hundred pounds (£3,600) as a contribution towards the District Council's costs of monitoring the implementation of this Deed.

12.2. The Owner shall pay to the County Council on or before the date of this Deed the County Council's reasonable legal costs together with all disbursements incurred in connection with the preparation, negotiation and completion of this Deed and the County Council Monitoring Contribution.

12.3. For the avoidance of any doubt the costs referred to in this clause 12 do not constitute or purport to constitute planning obligations for the purposes of Section 106 of the Act and are payable pursuant to the other statutory provisions referred to in clause 2.

13. INTEREST ON LATE PAYMENT

If any sum or amount has not been paid to the District Council and / or County Council by the date it is due, the Owner shall pay the District Council and / or County Council 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 due date to and including the date of payment.

14. OWNERSHIP

14.1. The Owner warrants that no person other than the Owner and the Developer have any legal or equitable interest in the Land.

14.2. The Owner agrees to give the District Council and the County Council immediate written notice of any change in ownership of any of its interests in the Land occurring before all the obligations under this Deed have been discharged, such notice to give details of the transferee's full name and registered office (if a company, or usual address if not) together with the area of the Land or unit of occupation purchased by reference to a plan.

15. NO FETTER OF DISCRETION

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

16. WAIVER

No failure or delay by the District Council 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.

17. AGREEMENTS AND DECLARATIONS

The parties agree that:

17.1. nothing in this Deed constitutes a planning permission or an obligation to grant planning permission;

- 17.2. insofar as any clause or clauses of this Deed are held (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed;
- 17.3. this Deed shall cease to have effect (insofar only as it has not already been complied with) if
- 17.3.1. if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the commencement of the Development (which for the purposes of this clause shall mean the carrying out of a material operation pursuant to the Application as defined in section 56(4) of the Act);
- 17.4. nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed;
- 17.5. if the Owner fails to give the notice required by clauses 4.1, 4.2, 5.1 and 5.2 above then the District Council shall be entitled in its absolute discretion to determine the Commencement Date and shall give notice to the Owner of the District Council's determination;
- 17.6. Subject to the proviso to this clause, in the event that any new planning permission(s) are granted by the District Council after the date of this Deed in relation to an application to remove and/or vary condition(s) attached to the Planning Permission pursuant to Section 73 of the Act ("Section 73 Consent"):
- 17.6.1. the obligations in this Deed (including the Schedule(s) hereto) shall relate to and bind any subsequent Section 73 Consent and the Land without the automatic need to enter into any subsequent deed of variation/supplemental deed to this Deed or new obligation pursuant to Section 106 of the Act; and
- 17.6.2. the definitions of Application, Planning Permission and Development (other than for the purposes of the Background) in this Deed shall be construed to include reference to (respectively) any application(s) under Section 73 of the Act, any Section 73 Consent granted thereunder, and any development permitted by such subsequent Section 73 Consent; and
- 17.6.3. any Section 73 Consent shall include a condition/informative substantially in the following form:
- "The obligations under the planning obligation by way of Agreement dated [] pursuant to the previous application [] will be equally applied to and satisfy the requirements necessitated under this application []".*
- 17.6.4. it is hereby agreed and declared by the parties hereto that nothing in this clause shall fetter the discretion of the District Council in determining any applications under Section 73 of the Act and the appropriate planning obligations required in connection with the determination of the same and the District Council reserves the right to insist upon the completion of any subsequent deed of variation / supplemental deed to this

Deed or new obligation pursuant to Section 106 of the Act in connection with any Section 73 applications if the District Council considers it desirable to do so.

- 17.7. All financial contributions due under the terms of this Deed shall be accompanied by a fully completed Payment Notice.
- 17.8. The obligations contained in this Deed shall not be binding on any statutory undertaker which has acquired part of the Land for purposes connected to their statutory functions necessary for the Development provided always that such statutory undertaker shall not themselves carry out any part of the Development.
- 17.9. The obligations in this Deed shall not be binding upon any person whose interest in the Land is restricted to being an individual purchaser of any individual Dwelling and their successors in title or their mortgagee provided always that such individual purchaser, including their successors in title or their mortgagee, shall not themselves carry out any part of the Development.
- 17.10. The District Council retains control, possession and overall management of the SANG Land, so long as they hold a proprietary interest in the SANG Land, and the Owner and the Developer acknowledge that this Deed does not confer on the Owner and the Developer proprietary rights or interest of any kind.

18. NOTICES

- 18.1. Any notice required by this Deed shall be in writing and addressed to the Section 106 Monitoring Team of the District Council at the address of the District Council given herein and to the Planning Services Monitoring and Records Team of the County Council at the address of the County Council given herein.
- 18.2. Any notice may be given by one of the following means and shall be deemed to be served as described unless the actual time of receipt is proved:
- (a) by first class post deemed served two Working Days after posting;
 - (b) by hand deemed served on signature of a delivery receipt provided that if delivery occurs before 9.00am on a Working Day, the notice will be deemed to have been received at 9.00am on that day, and if delivery occurs after 5.00pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00am on the next Working Day;

19. THIRD PARTY RIGHTS

It is agreed that nothing in this Deed shall be construed as expressly providing a right for any third party within the meaning of the Contract (Rights of Third Parties) Act 1999 and nothing in this Deed is intended to confer on any third party (whether referred to herein by name class description or otherwise) any benefit or any right to enforce any provision of this Deed.

20. DISPUTES

- 20.1. If in connection with this Deed there shall arise a claim or dispute or difference (including unreasonable delay in providing approval, authority, consent or direction or some other decision or payment required by this Deed) the relevant parties shall first attempt to negotiate a solution.
- 20.2. If matters remain unsolved (as evidenced by the service of a written notice by one party on the other(s)) the parties shall refer the matter as follows:
- 20.2.1. where the difference or dispute relates to the construction or interpretation of this Deed, be referred to the determination (as an expert and not as an arbitrator) of an independent leading conveyancing/planning counsel agreed upon by the parties in dispute but in default of such agreement appointed by the President of the Law Society of England and Wales on the application of any of the parties in dispute;
- 20.2.2. where the difference or dispute relates to the carrying out of works or construction be referred to the determination (as expert and not as an arbitrator) of an independent Chartered Surveyor or Civil Engineer as appropriate being a partner or director practising in a leading firm of surveyors or civil engineers based in the South East of England or London and experienced in the matter in dispute agreed upon by the parties in dispute but in default of that agreement appointed by the President of the Royal Institution of Chartered Surveyors or the Institution of Civil Engineers as appropriate on the application of any of the parties in dispute PROVIDED that where a contract for the relevant works has been let and provides that the dispute or difference under it shall be referred to arbitration or the court any such dispute or difference which may arise between the parties in connection with those works shall be determined likewise.
- 20.3. If the parties in dispute shall fail to agree on the nature of the difference or dispute between them then any of them may apply to the President of the Law Society to appoint an independent solicitor being a partner in a leading firm of solicitors practising in the South East of England or London to decide (as expert and not as arbitrator) in relation to any such matter which of Clauses 20.2.1 or 20.2.2 hereto is applicable.
- 20.4. Except as aforesaid any expert appointed pursuant to Clauses 20.2.1 or 20.2.2 or any other person shall:
- (a) on their appointment serve written notice thereof on the parties in dispute;
 - (b) consider any written representations by or on behalf of those parties which are received by them within twenty working days of such service and immediately forward a copy of the written representation of one party to the other party;
 - (c) allow both parties to the dispute an opportunity of commenting in writing on the other party's representations within twenty working days of receipt by the other party thereof;
 - (d) have an unfettered discretion to determine the reference to them;

- (e) serve notice of their determination as soon as they have made it;
- (f) give full and clear reasons for their decision;
- (g) be paid their proper fee and expenses in connection with such reference by the parties in dispute in equal shares or in such shares as they may determine and their determination shall be final and binding on the parties in dispute (save in the case of manifest error) PROVIDED THAT if any such expert shall die become insolvent or of unsound mind or if either of the parties in dispute shall serve on them written notice in their opinion they have unreasonably delayed making their determination they shall be ipso facto discharged and be entitled only to their reasonable expenses prior to such discharge and another person shall be appointed in their place as such expert.

20.5. The provisions of this clause shall not affect the ability of the District Council and/or the County Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

21. 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.

22. COUNTERPARTS

This Deed may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement

23. DEVELOPER INDEMNITY

The Developer covenants with and indemnifies the Owner and shall keep the Owner fully and effectively indemnified against all losses, liabilities, claims, demands, actions, proceedings, damages, costs, expenses and payments (including legal and professional costs on a full indemnity basis) suffered or incurred by the Owner arising out of or in connection with:

- (a) the Application and/or the Planning Permission;
- (b) this Deed and any obligation, restriction or covenant contained in it;
- (c) any breach by the Developer of its obligations contained in this Deed;
- (d) any act, omission, default or negligence of the Developer, its employees, agents, contractors or successors in connection with the Development;
- (e) the implementation or purported implementation of the Planning Permission;
- (f) the service of any notice, enforcement action, demand or claim by the District Council, County Council or any other competent authority relating to the Planning Permission, the Development or this Deed;
- (g) any failure by the Developer to pay any sum due pursuant to this Deed, save to the extent that any such loss, liability, claim, demand, action, proceeding, damage, cost, expense or payment arises solely as a result of the Owner's own breach of this Deed.

24. GOVERNING LAW

This Deed shall be governed by and interpreted in accordance with the law of England and Wales.

IN WITNESS whereof the parties hereto have duly executed this Deed on the day and year first before written.

FIRST SCHEDULE
COVENANTS BY THE OWNER TO THE DISTRICT COUNCIL

PART 1

1. Ashdown Forest SAMM Contribution

- 1.1. To pay to the District Council prior to the Commencement Date the Ashdown Forest SAMM Contribution and such sum shall be Index Linked.
- 1.2. Not to Commence the Development unless and until the Ashdown Forest SAMM Contribution and any Indexation and Interest payable under this Deed has been paid to the District Council.
- 1.3. If the Ashdown Forest SAMM Contribution is not paid to the District Council on or before the relevant payment date, to pay to the District Council in addition Interest from the relevant payment date until the actual date of payment pursuant to Clause [13] and any such Interest shall be treated as part of the Ashdown Forest SAMM Contribution.

2. SANG Contribution

- 2.1. To pay to the District Council prior to the Commencement Date the SANG Contribution which shall be Index Linked
- 2.2. Not to Commence the Development unless and until the SANG Contribution and any Indexation and Interest payable under this Deed has been paid to the District Council.
- 2.3. If the SANG Contribution is not paid to the District Council on or before the relevant payment date, to pay to the District Council in addition Interest from the relevant payment date until the actual date of payment pursuant to Clause 13 and any such Interest shall be treated as part of the SANG Contribution.

3. Leisure Contributions

- 3.1. To pay to the District Council prior to the Commencement Date the Formal Sport Contribution and such sum shall be Index Linked.
- 3.2. To pay to the District Council prior to the Commencement Date the Play Space Contribution and such sum shall be Index Linked
- 3.3. To pay to the District Council prior to the Commencement Date the Kickabout Contribution and such sum shall be Index Linked.
- 3.4. Not to Commence the Development unless and until the Formal Sport Contribution, the Play Space Contribution and the Kickabout Contribution and any Indexation and Interest payable under this Deed have been paid to the District Council.

4. Community Buildings Contribution

4.1. To pay to the District Council prior to the Commencement Date the Community Buildings Contribution and such sum shall be Index Linked.

4.2. Not to Commence the Development unless and until the Community Buildings Contribution and any Indexation and Interest payable under this Deed has been paid to the District Council.

5. Local Community Infrastructure Contribution

5.1. To pay to the District Council prior to the Commencement Date the Local Community Infrastructure Contribution and such sum shall be Index Linked.

5.2. Not to Commence the Development unless and until the Local Community Infrastructure Contribution and any Indexation and Interest payable under this Deed has been paid to the District Council.

PART 2 – ADVANCED STAGE REVIEW AFFORDABLE HOUSING CONTRIBUTIONS

1. Submission of the Advanced Stage Review

1.1 The Owner shall on the Review Date (but not earlier) either:

1.1.1 pay the Affordable Housing Contribution in the sum of Four Hundred and Twenty Thousand pounds to the District Council or

1.2.1 submit to the District Council all relevant information and full supporting evidence relating to the Actual Build Costs, the Estimated Build Costs, the Actual Gross Development Value and the Estimated Gross Development Value (the Advanced Stage Review) to enable the External Consultant to carry out the Advanced Stage Review Assessment.

2. Provision and Assessment of the Advanced Stage Review

2.1 If the Owner submits the Advanced Stage Review to the District Council in accordance with Paragraph 1.2.1 of this part of this SCHEDULE, the Owner covenants with the District Council:

2.1.1 the Advanced Stage Review will be produced on an open book basis under which there shall be full and frank disclosure of all relevant information and supporting evidence.

2.1.2 the Advanced Stage Review will be prepared in accordance with the provisions contained in the Development Viability SPD and this Agreement;

2.1.3 All Development costs (Actual Build Costs and Estimated Build Costs) included in the Advanced Stage Review shall be reasonably and properly attributable to the Development.

2.2 The Advanced Stage Review shall be scrutinised by the District Council with advice from the External Consultant and the reasonable costs of the External Consultant shall be borne by the Owner.

- 2.3 If the District Council or its External Consultant require further information to assess the Advanced Stage Review by carrying out the Advanced Stage Review Assessment then the Owner shall provide any reasonably required information to the District Council within 10 Working Days of the District Council's request and this process may be repeated until the District Council or its External Consultant has all the information it reasonably requires.
- 2.4 The Owner shall pay the District Council's reasonable costs of assessing the Advanced Stage Review by carrying out the Advanced Stage Review Assessment within 10 Working Days of the District Council's invoice which will include the costs incurred by any External Consultant appointed by the District Council.
- 2.5 The District Council will carry out the Advanced Stage Review Assessment and will notify the Owner of the outcome of the Advanced Stage Review Assessment within sixty (60) Working Days of receiving the Advanced Stage Review documentation pursuant to paragraphs 2.1 or from receipt of the further information pursuant to paragraph 2.3 (whichever is latest).
- 2.6 If the District Council and the Owner are unable to agree the outcome of the Advanced Stage Review Assessment, within Sixty (60) days of the Owner being notified of the outcome of the Advanced Stage Review Assessment, then the District Council will refer the dispute to an Expert for determination in accordance with Clause 19 of this Deed.

3. Payment of the Affordable Housing Contribution

- 3.1 If the Advanced Stage Review Assessment is agreed or the outcome has been determined by an Expert pursuant to Clause 2.5 and Paragraph 2.6 of this schedule and has resulted in a positive Surplus the Owner shall pay the Affordable Housing Contribution in full up to the Affordable Housing Cap Index Linked to the District Council towards the provision of off-site affordable housing before the completion of the sale or letting of the 15th Dwelling (75%). No Affordable Housing Contribution (or part thereof) shall be treated as due to the extent that its payment would result in the Development achieving a residual land value below that Benchmark Land Value.
- 3.2 The Owner shall not cause or allow the Occupation of more than 15 Dwellings until the outcome of the Advanced Stage Review Assessment is agreed or any dispute regarding the Advanced Stage Review Assessment is resolved pursuant to clause 2.6 and Paragraph 2.6 of this schedule and where there is a positive Surplus, the Affordable Housing Contribution up to the Affordable Housing Contribution Cap Index Linked is paid in full to the District Council.

SECOND SCHEDULE
COVENANTS BY THE OWNER TO THE COUNTY COUNCIL

1. Total Access Demand Contribution

- 1.1. To pay to the County Council prior to the First Occupation Date 50% of the Total Access Demand Contribution Index Linked to be used towards the Scheme.
- 1.2. Not to cause or allow First Occupation of the Development to occur until 50% of the Total Access Demand Contribution has been paid to the County Council.
- 1.3. To pay to the County Council prior to the Occupation of the 10th Dwelling the remaining 50% of the Total Access Demand Contribution Index Linked to be used towards the Scheme
- 1.4. Not to cause or allow Occupation of the 10th Dwelling until the remaining 50% of the Total Access Demand Contribution has been paid to the County Council
- 1.5. If the Total Access Demand Contribution is not paid to the County Council on or before the relevant payment date, to pay to the County Council in addition Interest from the relevant payment date until the actual date of payment pursuant to Clause 13 and any such Interest shall be treated as part of the Total Access Demand Contribution.

2. Education Contributions

- 2.1. To pay to the County Council prior to the First Occupation Date 50% of the Primary Education Contribution Index Linked.
- 2.2. Not to cause or allow First Occupation of the Development to occur until 50% of the Primary Education Contribution has been paid to the County Council.
- 2.3. To pay to the County Council prior to the Occupation of the 10th Dwelling the remaining 50% of the Primary Education Contribution Index Linked.
- 2.4. Not to cause or allow Occupation of the 10th Dwelling until the remaining 50% of the Primary Education Contribution has been paid to the County Council.
- 2.5. To pay to the County Council prior to the First Occupation Date 50% of the Secondary Education Contribution Index Linked.
- 2.6. Not to cause or allow First Occupation of the Development to occur until 50% of the Secondary Education Contribution has been paid to the County Council.
- 2.7. To pay to the County Council prior to the Occupation of the 10th Dwelling the remaining 50% of the Secondary Education Contribution Index Linked.
- 2.8. Not to cause or allow Occupation of the 10th Dwelling until the remaining 50% of the Secondary Education Contribution has been paid to the County Council.
- 2.9. If the Primary Education and/or Secondary Education Contribution are not paid to the County Council on or before the relevant payment date, to pay to the County Council in addition Interest from the relevant payment date until the actual date of payment pursuant to Clause

13 and any such Interest shall be treated as part of the relevant Primary Education Contribution and/or the Secondary Education Contribution.

3. Library Contribution

- 3.1. To pay to the County Council prior to the First Occupation Date 50% of the Library Contribution Index Linked.
- 3.2. Not to cause or allow First Occupation of the Development to occur until 50% of the Library Contribution has been paid to the County Council.
- 3.3. To pay to the County Council prior to the Occupation of the 10th Dwelling the remaining 50% of the Library Contribution Index Linked.
- 3.4. Not to cause or allow Occupation of the 10th Dwelling until the remaining 50% of the Library Contribution has been paid to the County Council.
- 3.5. If the Library Contribution is not paid to the County Council on or before the relevant payment date, to pay to the County Council in addition Interest from the relevant payment date until the actual date of payment pursuant to Clause 13 and any such Interest shall be treated as part of the Library Contribution.

4. Highways

- 4.1. Prior to Commencement to provide the details of the Bus Stop Infrastructure including location, design and installation works to the County Council in writing for approval.
- 4.2. Not to cause or allow the Commencement of the Development to occur until the details of the Bus Stop Infrastructure including location, design, and installation works have been approved by the County Council.
- 4.3. Prior to First Occupation to provide the Bus Stop Infrastructure in accordance with the details approved by the County Council

THIRD SCHEDULE
COVENANTS BY THE DISTRICT COUNCIL

1. Expenditure of District Council Contributions

- 1.1. To expend the Formal Sport Contribution on formal sports facilities on sports facilities at Hickmans Lane and/or Lindfield Common
- 1.2. To expend the Play Space Contribution on improvements to play equipment at Hickmans Lane
- 1.3. To expend the Kickabout Contribution on Hickmans Lane.
- 1.4. To expend the Community Buildings Contribution on improvements to community buildings at Hickmans Lane and / or Lindfield Common.
- 1.5. To expend the Local Community Infrastructure Contribution on any one or more of the following Routes for pedestrians, cyclists and equestrians and/or Local signage and/or Burial Grounds and/or New Speed Indicators and/or Allotment provision and/or Bus Shelters – new or replacement and/or Public Right of Way and/or Telephone Kiosk Box on Lindfield High Street – a project to install a defibrillator within the area of Lindfield Parish Council and/or Lindfield Rural Parish Council
- 1.6. To expend the Ashdown Forest SAMM Contribution towards the Joint SAMM Strategy.
- 1.7. To expend the SANG Contribution towards the improvement and/or operation and/or maintenance of the SANG Land.

2. Repayment of Contributions

- 2.1. If the Community Buildings Contribution and/or the Formal Sport Contribution and/or the Kickabout Contribution and/or the Play Space Contribution and/ or the Local Community Infrastructure Contribution have not been expended in accordance with paragraph 1 of this THIRD SCHEDULE within 10 (ten) years of receipt of the respective contributions the District Council shall, if so demanded in writing at the end of the said 10 (ten) year period, refund to the party that paid the relevant contribution(s) any unexpended sum(s) together with Interest thereon from the date of receipt of the relevant contribution by the District Council to the date of repayment at the base rate of the Bank of England applicable from time to time calculated on a day to day basis PROVIDED THAT if at the end of the 10 (ten) year period referred to in this paragraph 2.1 of this THIRD SCHEDULE the District Council shall have entered into a contract or other legally binding obligation to expend (or specifically allocated for expenditure by a Cabinet Member or the Cabinet Grants Panel (or such other group as may be constituted for such purpose) of the District Council) the Community Buildings Contribution and/or the Formal Sport Contribution and/or the Kickabout Contribution and/or the Play Space Contribution and/or the Local Community Infrastructure Contribution or parts thereof for the purposes specified in paragraph 1 of this THIRD SCHEDULE then the District Council shall not be required to refund any part of the Community Buildings Contribution and/or the

Formal Sport Contribution and/or the Kickabout Contribution and/or the Play Space Contribution and/or the Local Community Infrastructure Contribution required for that purpose but shall as soon as possible following the completion of the said contract or other legally binding commitment or allocation refund any unexpended part of the said contribution in the manner set out in this paragraph 2.1 of this THIRD SCHEDULE.

- 2.2. For the avoidance of any doubt the provisions of paragraph 2.1 of this THIRD SCHEDULE do not apply to the Ashdown Forest SAMM Contribution or the SANG Contribution.
- 2.3. It is further agreed and acknowledged by the parties hereto that the District Council Contributions may be applied towards the costs associated with the professional fee and project management costs to fund the planning and implementation stages of delivering the schemes identified at paragraphs 1.1 to 1.7 of this THIRD SCHEDULE including the process of obtaining All Requisite Consents.

FOURTH SCHEDULE
COVENANTS BY THE COUNTY COUNCIL

1. Total Access Demand Contribution

- 1.1. To expend the Total Access Demand Contribution together with any Interest accruing thereon only on the cycle/pedestrian improvements linking Lindfield and Haywards Heath and it is hereby acknowledged for the avoidance of doubt and without prejudice to the above that the County Council is authorised (at its discretion) to apply the Total Access Demand Contribution (or any part thereof) to compensate the County Council for all work done by the County Council's employees servants agents or contractors (in all cases at fair and proper rates) to include without limitation the processing and obtaining of All Requisite Consents and the supervision and design of the implementation of the Scheme and any necessary advertisements.

2. Education Contributions

- 2.1. To expend the Primary Education Contribution together with any Interest accruing thereon only towards Additional facilities at Lindfield Primary Academy or another school in the planning area of Haywards Heath.
- 2.2. To expend the Secondary Education Contribution together with any Interest accruing thereon only towards Additional facilities at Oathall Community College or another secondary school in the planning area of Haywards Heath .
- 2.3. It is hereby acknowledged for the avoidance of doubt and without prejudice to paragraphs 2.1-2.2 above that the County Council is authorised (at its discretion) to apply the Primary Education Contribution and/or the Secondary Education Contribution (or any parts thereof) to compensate the County Council for all work done by the County Council's employees servants agents or contractors (in all cases at fair and proper rates) to include without limitation the processing and obtaining of All Requisite Consents and the supervision and design of the implementation of a scheme and any necessary advertisements.

3. Library Contribution

To expend the Library Contribution together with any Interest accruing thereon only towards Haywards Heath Library and it is hereby acknowledged for the avoidance of doubt and without prejudice to the above that the County Council is authorised (at its discretion) to apply the Library Contribution (or any part thereof) to compensate the County Council for all work done by the County Council's employees servants agents or contractors (in all cases at fair and proper rates) to include without limitation the processing and obtaining of All Requisite Consents and the supervision and design of the implementation of a scheme and any necessary advertisements.

4. Expenditure

- 4.1. If or to the extent the Total Access Demand Contribution and/or the Primary Education Contribution and/or the Secondary Education Contribution and/or the Library Contribution shall not have been spent within 10 (ten) years of receipt of the respective contributions the County Council shall on such date, upon written request, refund to the party that paid the contributions any unexpended sum together with Interest thereon from the date of receipt of the relevant contribution to the date of repayment at the base rate of the Bank of England applicable from time to time calculated on a day to day basis.
- 4.2. If at the date referred to in paragraph 4.1 the County Council shall have entered into a contract or other legally binding obligation to expend the Total Access Demand Contribution and/or the Primary Education Contribution and/or the Secondary Education Contribution and/or the Library Contribution or part thereof for the purposes specified in paragraphs 1.1, 2.1, 2.2, **Error! Reference source not found.** and 3 of this FOURTH SCHEDULE then the County Council shall not be required to refund any part of the Total Access Demand Contribution and/or Primary Education Contribution and/or Secondary Education Contribution and/or the Library Contribution required for that purpose but shall as soon as possible following the completion of the said contract or other legally binding commitment refund any unexpended part of the said contribution in the manner set out in paragraph 4.1 hereof.

FIFTH SCHEDULE
BIODIVERSITY NET GAIN

1. Biodiversity Net Gain (On Site)

1.1 THE BNG PLAN

- 1.1.1 The Owner covenants with the District Council that the BNG Plan in respect of the On Site Biodiversity Areas shall be implemented in full in accordance with the HMMP and the requirements of the approved details or any variation agreed in writing between the Owner and the District Council from time to time.

1.2 HABITAT MANAGEMENT AND MONITORING PLAN (HMMP) OF THE ON SITE BIODIVERSITY AREAS

The Owner covenants with the District Council:

- 1.2.1 prior to commencement of development to submit for approval, (which approval shall not be unreasonably withheld or delayed) a HMMP Plan prepared by a suitably qualified ecologist which plan shall include:
- a) the roles and responsibilities of the people or organisation(s) delivering the HMMP;
 - b) the planned habitat creation and enhancement works to create or improve habitat to achieve the on-site significant enhancements in accordance with the approved Biodiversity Gain Plan;
 - c) the management measures to maintain habitat in accordance with the approved Biodiversity Gain Plan for a period of 30 years from the completion of development;
 - d) the monitoring methodology in respect of the created or enhanced habitat to be submitted to the local planning authority; and
 - e) details of the content of monitoring reports to be submitted to the LPA including details of adaptive management which will be undertaken to ensure the aims and objectives of the Biodiversity Gain Plan are achieved.
- 1.2.2 Not to Occupy or permit or allow any Occupation of any Dwellings until the HMMP Plan is approved in writing by the District Council and the costs of £300 for such approval has been paid to the District Council;

- 1.2.3 To maintain, manage and monitor the On-Site Biodiversity Areas in accordance with the approved HMMP for a period of 30 years (the "Covenant Period") commencing from the date on which the BNG/HMMP Certificate of Practical Completion has been issued (the "Covenant Start Date").
- 1.2.4 Following the implementation of the initial habitat enhancements set out in the BNG Plan and HMMP the Owner shall serve notice on the District Council inviting it to inspect the On Site Biodiversity Areas and pay to the District Council the inspection costs of £1000 and the District Council shall issue the BNG Certificate of Practical Completion confirming that the On Site Biodiversity Areas have been completed to its reasonable satisfaction, and:
- (a) if the District Council chooses to inspect the On Site Biodiversity Areas and identifies necessary remedial works in order to reasonably and properly implement those elements of the BNG Plan/HMMP, the Owner shall complete such remedial works to the reasonable satisfaction of the District Council; and
 - (b) upon completion of any remedial works, the Owner shall serve notice on the District Council inviting it to inspect the remedial works identified pursuant to paragraph 1.2.4(a) and when satisfied the District Council shall issue a BNG/HMMP Certificate of Practical Completion;

PROVIDED THAT if the District Council fails to inspect the On Site Biodiversity Areas within 20 (twenty) Working Days of receipt of the notice of invitation from the Owner or fails to issue a BNG/HMMP Certificate of Practical Completion within 20 (twenty) Working Days of the inspection where no remedial works have been identified, then the BNG/HMMP Certificate of Practical Completion shall be deemed to have been issued at the end of those specified periods PROVIDED FURTHER THAT the inspection procedure identified in paragraphs 1.2.4 (a) and (b) shall be repeated until such time as the Council issues a BNG/HMMP Certificate of Practical Completion or a BNG/HMMP Certificate of Practical Completion shall be deemed to have been issued in relation to the On Site Biodiversity Areas and PROVIDED FURTHER THAT in the event of any dispute between the parties the Expert shall determine whether a BNG/HMMP Certificate of Practical Completion is deemed to have been issued;

- 1.2.5 To submit to the District Council a report on the outcomes of the monitoring undertaken pursuant to paragraph 1.2.3 above at the following intervals:
- (a) two-year anniversary of the Covenant Start Date;
 - (b) five-year anniversary of the Covenant Start Date;
 - (c) ten-year anniversary of the Covenant Start Date;

- (d) fifteen-year anniversary of the Covenant Start Date
- (e) twenty-year anniversary of the Covenant Start Date;
- (f) twenty-five-year anniversary of the Covenant Start Date;
- (g) thirty-year anniversary of the Covenant Start Date

- 1.2.6 That if any monitoring report submitted pursuant to paragraph 1.2.5 above identifies that remedial and/or corrective measures are required to any of the On Site Biodiversity Areas in order to ensure that they meet the standards set out in the approved BNG Plan then such measures shall be undertaken by the Owner in accordance with timescales agreed with the District Council (such agreement not to be unreasonably withheld or delayed) PROVIDED THAT the District Council shall be deemed to have agreed the timescales proposed by the monitoring report and/or Owner where the District Council has not refused agreement within 20 (twenty) Working Days after the date when the proposed dates were received by the District Council.
- 1.2.7 The Owner may from time to time submit an updated BNG Plan to the District Council for approval, which approval shall not be unreasonably withheld or delayed, and the District Council shall be deemed to have approved an updated BNG Plan where it has not refused approval within 20 (twenty) Working Days after the date when it was received by the District Council.
- 1.2.8 To pay the District Council the BNG Monitoring Fee prior to the issue of the BNG Certificate of Practical Completion and the District Council shall not be required to issue the BNG Certificate of Practical Completion unless and until it has received the BNG Monitoring Fee.
- 1.2.9 To allow and permit access to the On Site Biodiversity Areas to the District Council and its consultants in order to inspect the On Site Biodiversity Areas to ensure compliance with the BNG Plan and HMMP Plan

The Biodiversity Gain Land Monitoring Contribution

The Owner covenants and undertakes to the Council:

1. to pay to the Council the Biodiversity Gain Land Monitoring Contribution prior to the first Occupation of the Development together with any Interest (as per clause 13) or Indexation payable under this Deed; and
2. not to Occupy or cause or allow the Occupation of the Development unless and until the Biodiversity Gain Land Monitoring Contribution has been paid to the Council together with any Interest (as per clause 13) and Indexation payable under this Deed.

APPENDIX 1
DRAFT PLANNING PERMISSION



Mr Richard Smith
Mr W Pierson
PD Planning UK Ltd
2 Fieldend
Horsham
RH12 4GY

TOWN AND COUNTRY PLANNING ACT 1990
TOWN AND COUNTRY PLANNING (DEVELOPMENT MANAGEMENT PROCEDURE)
(ENGLAND) ORDER 2015

PERMISSION

REFERENCE: DM/24/2922

DESCRIPTION: REMOVAL OF OUTBUILDINGS AND ALTERATIONS TO THE EXISTING BUILDINGS AND HARDSURFACES TO ALLOW FOR A CHANGE OF USE FROM CLASS C2 (RESIDENTIAL INSTITUTION) USE TO A CLASS C3 (DWELLINGHOUSE) USE TO PROVIDE 3 NO.1-BED FLATS, 14 NO. 2-BED FLATS, AND 2 NO. 3-BED TWO STOREY DWELLINGS (AND RETAINING HOLY ROOD COTTAGE AS A 3-BED DWELLING), TOGETHER WITH 37 NO. CAR PARKING SPACES, PRIVATE AND COMMUNAL AMENITY SPACES, LANDSCAPING, BIN AND CYCLE STORES. ALTERATIONS TO EXISTING ACCESS POINTS ONTO AND FROM ARDINGLY ROAD AND PARK LANE.

LOCATION: HOLLYROOD HOUSE, ARDINGLY ROAD, LINDFIELD, HAYWARDS HEATH

DECISION DATE:

CASE OFFICER: JOANNE FISHER - JOANNE.FISHER@MIDSUSSEX.GOV.UK

The Council hereby notify you that they **GRANT** planning permission for the above development to be carried out in accordance with the submitted application and plans and subject to compliance with the following conditions:-

Conditions

1. The development hereby permitted shall be begun before the expiration of 3 years from the date of this permission.

Reason: To comply with Section 91 of the Town and Country Planning Act 1990.

2. Approved plans

The development hereby permitted shall be carried out in accordance with the plans listed below under the heading "Plans Referred to in Consideration of this Applications".

Reason: For the avoidance of doubt and in the interest of proper planning.

3. Pre-commencement

No development shall take place, including any works of demolition, until a Construction Management Plan has been submitted to and approved in writing by the Local Planning Authority for each phase of the development. Thereafter the approved Plan shall be implemented and adhered to throughout the entire construction period. The Plan shall provide details as appropriate but not necessarily be restricted to the following matters:

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

Reason: In the interests of highway safety and the amenities of the area and to accord with Policy DP21 of the Mid Sussex District Plan 2014 - 2031.

4. Prior to the commencement of the development, details of how the site currently drains and any proposed alterations to the surface water drainage shall be provided, as discussed in the Flood Risk and Drainage report by PD Planning UK, February 2025. Any surface water drainage construction shall then be constructed as per any agreed alterations to the surface water drainage and remain in perpetuity for the lifetime of the development.

Reason: To ensure that the proposal is satisfactorily drained and to accord with the NPPF requirements, Policy DP41 of the District Plan 2014 - 2031.

5. No external works including demolition shall take place unless and until samples of materials and finishes to be used for external walls and roofs of the proposed extensions have been submitted to and approved by the Local Planning Authority. The works shall be carried out in accordance with the approved details.

Reason: To enable the Local Planning Authority to control the development in detail in the interests of amenity by endeavouring to achieve a building of visual quality and to accord with Policies DP16 and DP26 of the Mid Sussex District Plan 2014 - 2031.

6. No external works including demolition shall take place until there has been submitted to, and approved in writing by, the Local Planning Authority full details of a hard and soft landscaping scheme and these works shall be carried out as approved. The works shall be carried out prior to the occupation of any part of the development or in accordance with the programme agreed by the Local Planning Authority. Any trees or plants which, within a

period of five years from the completion of development, die, are removed or become seriously damaged or diseased, shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority gives written consent to any variation.

Reason: In the interests of visual amenity and of the environment of the development and to accord with Policies DP16 and DP26 of the Mid Sussex District Plan 2014 - 2031.

7. No external works including demolition shall take place until details of proposed screen walls/fences and/or hedges including those serving the terrace and balcony areas have been submitted to and approved by the Local Planning Authority and no dwellings shall be occupied until such screen walls/fences or hedges associated with them have been erected or planted.

Reason: In order to protect the appearance of the area and to accord with and Policy DP26 of the Mid Sussex District Plan 2014 - 2031.

8. Any works which will impact the breeding / resting place of bats, shall not in in any circumstances commence unless the local planning authority has been provided with either:

a) a licence issued by Natural England pursuant to Regulation 55 of The Conservation of Habitats and Species Regulations 2017 (as amended) authorizing the specified activity/development to go ahead; or

c) a statement in writing from the Natural England to the effect that it does not consider that the specified activity/development will require a licence."

Reason: To conserve protected species and allow the LPA to discharge its duties under the Conservation of Habitats and Species Regulations 2017 (as amended), the Wildlife & Countryside Act 1981 (as amended) and s17 Crime & Disorder Act 1998.

9. No development shall take place, including any works of demolition, until a Biodiversity Enhancement Strategy for protected, Priority and threatened species, prepared by a suitably qualified ecologist, shall be submitted to and approved in writing by the local planning authority.

The content of the Biodiversity Enhancement Strategy shall include the following:

- o Purpose and conservation objectives for the proposed enhancement measures;
- o detailed designs or product descriptions to achieve stated objectives;
- o locations of proposed enhancement measures by appropriate maps and plans (where relevant);
- o persons responsible for implementing the enhancement measures; and
- o details of initial aftercare and long-term maintenance (where relevant).

The works shall be implemented in accordance with the approved details shall be retained in that manner thereafter.

Reason: To enhance protected, Priority and threatened species and allow the LPA to discharge its duties under paragraph 187d of NPPF 2024 and s40 of the NERC Act 2006 (as amended).

10. All mitigation measures and/or works shall be carried out in accordance with the details contained in the Preliminary Ecological Appraisal (Ecology and Land Management, November 2024), the Bat Emergence Survey Report (Ecology & Land Management, July

2025) as already submitted with the planning application and agreed in principle with the local planning authority prior to determination.

This will include the appointment of an appropriately competent person e.g. an ecological clerk of works (ECoW) to provide on-site ecological expertise during construction. The appointed person shall undertake all activities, and works shall be carried out, in accordance with the approved details."

Reason: To conserve protected and Priority species and allow the LPA to discharge its duties under the Conservation of Habitats and Species Regulations 2017 (as amended), the Wildlife & Countryside Act 1981 (as amended) and s40 of the NERC Act 2006 (as amended).

11. No development shall take place, including any works of demolition, until details of a scheme of mitigation measures to improve air quality relating to the development shall be submitted and approved in writing by the Local Planning Authority. The scheme be in accordance with, and to a value derived in accordance with, the Air quality and emissions mitigation guidance for Sussex which is current at the time of submission of the discharge of condition application. All works which form part of the approved scheme shall be completed before any part of the development is occupied and shall thereafter be maintained in accordance with the approved details.

Reason: To preserve the amenity of local residents regarding air quality and emissions and to accord with Policy SA38 of the Site Allocations Development Plan Document 2022.

12. Construction Phase

Works of demolition/construction, including the use of plant and machinery, necessary for implementation of this consent shall be limited to the following times:

Monday to Friday: 08:00 - 18:00 hours
Saturday: 09:00 - 13:00 hours
Sundays and Bank/Public Holidays: no work permitted.

Reason: To protect the amenity of local residents and to accord with Policy DP26 of the Mid Sussex District Plan 2014-2031.

13. Deliveries or collection of plant, equipment or materials for use during the demolition/construction phase shall be limited to the following times:

Monday to Friday: 08:00 - 18:00 hrs
Saturday: 09:00 - 13:00 hrs
Sunday & Public/Bank holidays: None permitted.

Reason: To protect the amenity of local residents and to accord with Policy DP26 of the Mid Sussex District Plan 2014-2031.

14. The works shall be carried out in accordance with the Arboricultural Report (Ref: HH 06.24) and the Tree Survey Schedule dated 29th June 2024.

Reason: To ensure the retention and maintenance of trees and vegetation which is an important feature of the area and to accord with Policy DP37 of the Mid Sussex District Plan 2014 - 2031.

15. The works shall be carried out in accordance with the Newt Precautionary Working Methods Statement (v1.2 September 2025).

Reason: To conserve protected and Priority species and allow the LPA to discharge its duties under the Conservation of Habitats and Species Regulations 2017 (as amended), the Wildlife & Countryside Act 1981 (as amended) and s40 of the NERC Act 2006 (as amended).

16. The works shall be carried out in accordance with the details set out in the Sustainability and Energy Conservation Statement (dated 10th October 2024).

Reason: To achieve a high quality and sustainable development and to accord with sustainability policies set out in policies DP21 and DP39 of the Mid Sussex District Plan and the requirements of the NPPF.

17. Pre-occupation

No part of the development shall be occupied until such time as the vehicular accesses, including visibility splays, serving the development have been constructed in accordance with the approved plans (including requirements of any Road Safety Audits).

Reason: In the interests of road safety and to accord with Policy DP21 of the Mid Sussex District Plan 2014 - 2031.

18. No part of the development shall be occupied until the internal access road(s), footways, and casual parking areas serving the development have been constructed in accordance with the approved layout drawings.

Reason: To secure satisfactory standards of access for the proposed development and to accord with Policy DP21 of the Mid Sussex District Plan 2014 - 2031.

19. No dwelling shall be occupied until the car parking has been constructed in accordance with the approved plans. Once provided the spaces shall thereafter be retained at all times for their designated purpose.

Reason: To provide car-parking space for the use and to accord with Policy DP21 of the Mid Sussex District Plan 2014 - 2031.

20. No dwelling shall be first occupied until covered and secure cycle parking spaces serving the respective dwelling have been provided in accordance with the approved plans.

Reason: To provide alternative travel options to the use of the car in accordance with current sustainable transport policies and to accord with Policy DP21 of the Mid Sussex District Plan 2014 - 2031.

21. Prior to occupation, a "lighting design strategy for biodiversity" in accordance with Guidance Note 08/23 (Institute of Lighting Professionals) shall be submitted to and approved in writing by the local planning authority. The strategy shall:

a) identify those areas/features on site that are particularly sensitive for bats and that are likely to cause disturbance in or around their breeding sites and resting places or along important routes used to access key areas of their territory, for example, for foraging; and

b) show how and where external lighting will be installed (through provision of appropriate technical specifications) so that it can be clearly demonstrated that areas to be lit will not

disturb or prevent the above species using their territory or having access to their breeding sites and resting places.

All external lighting shall be installed in accordance with the specifications and locations set out in the scheme and maintained thereafter in accordance with the scheme. Under no circumstances should any other external lighting be installed without prior consent from the local planning authority.

Reason: To allow the LPA to discharge its duties under the Conservation of Habitats and Species Regulations 2017 (as amended), the Wildlife & Countryside Act 1981 (as amended) and s40 of the NERC Act 2006 (as amended).

22. Unless otherwise agreed, the air source heat pumps serving each property shall not come into use until a scheme has been submitted to the LPA demonstrating that the noise rating level (L_{Ar,Tr}) of each heat pump operating at the maximum setting shall be at least 5dB below the background noise level (L_{A90,T}) at the nearest residential facade. All measurements shall be defined and derived in accordance with BS4142: 2014+A1:2019. The approved measures shall be implemented before each heat pump is brought into use and thereafter be maintained in accordance with the approved details.

Reason: To protect the amenity of local residents and to accord with Policy DP26 of the Mid Sussex District Plan 2014-2031.

Biodiversity Net Gain

1. This permission is considered to be one which **will require the approval of a biodiversity gain plan before development is begun** (which includes demolition) because none of the statutory exemptions or transitional arrangements are considered to apply.

Please see the information contained within the notes to applicants/agents set out below.

Informatives

1. The following matters will need to be considered by the applicant as part of the biodiversity gain condition:
 - o Strategic significance scores must be updated for the pre-development baseline and post-intervention values as part of the Biodiversity Gain Condition. This is because the site being within the High Weald National Landscape (formally AONB) is not considered a reason for high strategic significance. Therefore, all habitats should be recorded as containing low strategic significance.
 - o The proposal to secure trees in Good condition is not considered realistic or deliverable, as the trees will be required to be mature and contain ecological niches after the period of 30 years. Therefore, we recommend that additional tree planting will be required to meet trading rules.
2. In relation to condition 11 to ensure approval, we strongly recommend that the above scheme is agreed in advance with the Council's Air Quality Officer.
3. The applicant is required to obtain all appropriate consents from West Sussex County Council, as Highway Authority, to cover the off-site highway works. The applicant should contact the Implementation Team Leader (01243 642105) to commence this process. The

applicant is advised that it is an offence to undertake any works within the highway prior to the S278 Agreement being in place.

The applicant is advised that it is an offence to undertake any works within the highway prior to the agreement being in place.

4. The applicant is advised of the requirement to enter into early discussions with and obtain the necessary licenses from the Highway Authority to cover any temporary construction related works that will obstruct or affect the normal operation of the public highway prior to any works commencing. These temporary works may include, the placing of skips or other materials within the highway, the temporary closure of on-street parking bays, the imposition of temporary parking restrictions requiring a Temporary Traffic Regulation Order, the erection of hoarding or scaffolding within the limits of the highway, the provision of cranes over-sailing the highway.
5. The applicant is advised that they must apply and obtain approval from West Sussex County Council as Highway Authority for all temporary directional signs to housing developments that are to be located on the highway. Further details of the process and how to apply are available here <https://www.westsussex.gov.uk/roads-and-travel/information-for-developers/temporary-development-signs/#overview>
6. Your attention is drawn to the requirements of the Environmental Protection Act 1990 with regard to your duty of care not to cause the neighbours of the site a nuisance.

Accordingly, you are requested that:

- Measures shall be implemented to prevent dust generated on site from crossing the site boundary during the demolition/construction phase of the development.
- No burning of materials shall take place on site at any time.

If you require any further information on these issues, please contact Environmental Protection on 01444 477292.

7. The proposed development will require formal address allocation. You are advised to contact the Council's Street Naming and Numbering Officer before work starts on site. Details of fees and developers advice can be found at www.midsussex.gov.uk/streetnaming or by phone on 01444 477175.
8. You are advised that this planning permission requires compliance with a planning condition(s) before development commences. You are therefore advised to contact the case officer as soon as possible, or you can obtain further information from: <https://www.gov.uk/guidance/use-of-planning-conditions#discharging-and-modifying-conditions> (Fee of £298 will be payable per request). If you carry out works prior to a pre-development condition being discharged then a lawful start will not have been made, and you will be liable to enforcement action.
9. In accordance with Article 35 of the Town and Country Planning (Development Management Procedure) (England) Order 2015, the Local Planning Authority has acted positively and proactively in determining this application by identifying matters of concern within the application (as originally submitted) and negotiating, with the Applicant, acceptable amendments to the proposal to address those concerns. As a result, the Local Planning Authority has been able to grant planning permission for an acceptable proposal, in accordance with the presumption in favour of sustainable development, as set out within the National Planning Policy Framework.

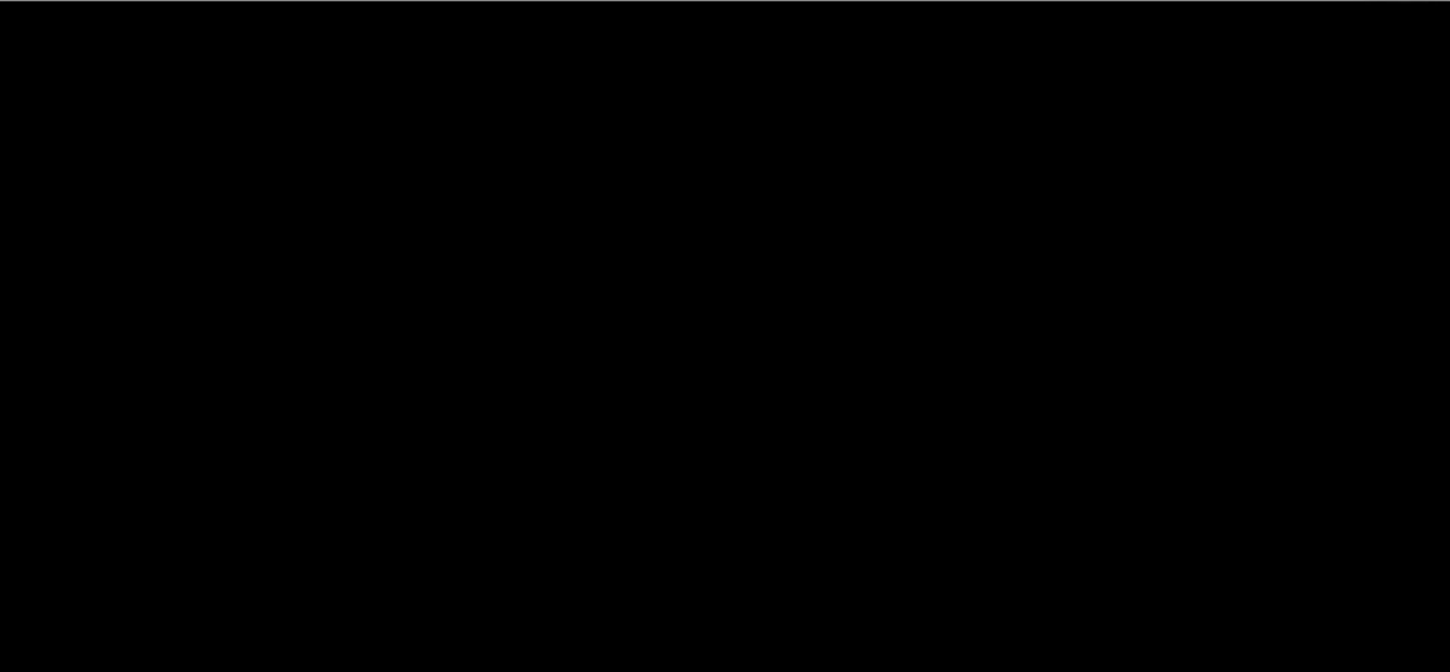
Human Rights Implications

The planning application has been considered in light of statute and case law and any interference with an individual's human rights is considered to be proportionate to the aims sought to be realised.

Plans Referred to in Consideration of this Application

The following plans and documents were considered when making the above decision:

Plan Type	Reference	Version	Submitted Date
Other	22	A	14.01.2025
Existing Floor and Elevations Plan	11		11.12.2024
Existing Floor and Elevations Plan	10		11.12.2024
Existing Elevations	09		11.12.2024
Existing Floor Plans	08		11.12.2024
Existing Floor Plans	07		11.12.2024
Existing Floor Plans	06		11.12.2024
General	21	A	29.11.2024
General		Indicative Habitat Plan	11.12.2024
Proposed Floor Plans	12	E	05.12.2025
Proposed Floor Plans	13	E	05.12.2025
Proposed Floor and Elevations Plan	14	C	29.11.2024
Proposed Floor and Elevations Plan	15	D	29.11.2024
Proposed Floor and Elevations Plan	16	A	29.11.2024
Proposed Elevations	17	F	05.12.2025
Site Plan	18	K	05.12.2025
Topographical Survey	19		29.11.2024
Location Plan	20		29.11.2024


Eric Owens
Interim Assistant Director Planning and Sustainable Economy

PEFULZ

APPEALS TO THE SECRETARY OF STATE

Notes for Applicants

If you are aggrieved by the decision of your Local Planning Authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under Section 78 of the Town and Country Planning Act 1990.

If you want to appeal against your local planning authority's decision then you must do so within 6 months (8 weeks in the case of advertisements, 12 weeks in the case of householder or minor commercial development) of the date of this notice *(see exceptions below)

Appeals can be made online at: <https://www.gov.uk/planning-inspectorate>. If you are unable to access the online appeal form, please contact the Planning Inspectorate to obtain a paper copy of the appeal form on Tel: 0303 444 5000.

The Secretary of State can allow a longer period for giving notice of an appeal but will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.

The Secretary of State need not consider an appeal if it seems to the Secretary of State that the local planning authority could not have granted permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

If you intend to submit an appeal that you would like examined by inquiry then you must notify the Local Planning Authority and Planning Inspectorate (inquiryappeals@planninginspectorate.gov.uk) at least 10 days before submitting the appeal. Further details are on GOV.uk.

- * If this decision relates to the same or substantially the same land and development as is already the subject of an enforcement notice, if you want to appeal against your local planning authority's decision on your application, then you must do so within 28 days of the date of this notice.*
- * If an enforcement notice is served relating to the same or substantially the same land and development as in your application and if you want to appeal against your local planning authority's decision on your application, then you must do so within: 28 days of the date of service of the enforcement notice, or within 6 months (12 weeks in the case of a householder appeal) of the date of this notice, whichever period expires earlier.*

Biodiversity Net Gain

The effect of paragraph 13 of Schedule 7A to the Town and Country Planning Act 1990 is that planning permission granted for the development of land in England is deemed to have been granted subject to the condition "(the biodiversity gain condition)" that development may not begin unless:

- (a) a Biodiversity Gain Plan has been submitted to the planning authority, and
- (b) the planning authority has approved the plan.

The planning authority, for the purposes of determining whether to approve a Biodiversity Gain Plan if one is required in respect of this permission would be Mid Sussex District Council.

There are statutory exemptions and transitional arrangements which mean that the biodiversity gain condition does not always apply.

Statutory exemptions and transitional arrangements in respect of the biodiversity gain condition that apply in this instance

Development of a biodiversity gain site, meaning development which is undertaken solely or mainly for the purpose of fulfilling, in whole or in part, the Biodiversity Gain Planning condition which applies in relation to another development, (no account is to be taken of any facility for the public to access or to use the site for educational or recreational purposes, if that access or use is permitted without the payment of a fee).

Irreplaceable habitat

If the onsite habitat includes irreplaceable habitat (within the meaning of the Biodiversity Gain Requirements (Irreplaceable Habitat) Regulations 2024) there are additional requirements for the content and approval of Biodiversity Gain Plans.

The Biodiversity Gain Plan must include, in addition to information about steps taken or to be taken to minimise any adverse effect of the development on the habitat, information on arrangements for compensation for any impact the development has on the biodiversity of the irreplaceable habitat.

The planning authority can only approve a Biodiversity Gain Plan if satisfied that the adverse effect of the development on the biodiversity of the irreplaceable habitat is minimised and appropriate arrangements have been made for the purpose of compensating for any impact which do not include the use of biodiversity credits.

The effect of section 73D of the Town and Country Planning Act 1990

If planning permission is granted on an application made under section 73 of the Town and Country Planning Act 1990 (application to develop land without compliance with conditions previously attached) and a Biodiversity Gain Plan was approved in relation to the previous planning permission ("the earlier Biodiversity Gain Plan") there are circumstances when the earlier Biodiversity Gain Plan is regarded as approved for the purpose of discharging the biodiversity gain condition subject to which the section 73 planning permission is granted.

Those circumstances are that the conditions subject to which the section 73 permission is granted:

- i) do not affect the post-development value of the onsite habitat as specified in the earlier Biodiversity Gain Plan, and
- ii) in the case of planning permission for a development where all or any part of the onsite habitat is irreplaceable habitat the conditions do not change the effect of the development on the biodiversity of that onsite habitat (including any arrangements made to compensate for any such effect) as specified in the earlier Biodiversity Gain Plan.

The effect of Paragraph 19 of Schedule 7A to the Town and Country Planning Act 1990

If the permission which has been granted has the effect of requiring or permitting the development to proceed in phases, the modifications in respect of the biodiversity gain condition which are set out in Part 2 of the Biodiversity Gain (Town and Country Planning) (Modifications and Amendments) (England) Regulations 2024 apply.

In summary: Biodiversity gain plans are required to be submitted to, and approved by, the planning authority before development may be begun (the overall plan), and before each phase of development may be begun (phase plans).

Purchase Notices

If either the Local Planning Authority or Secretary of States refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

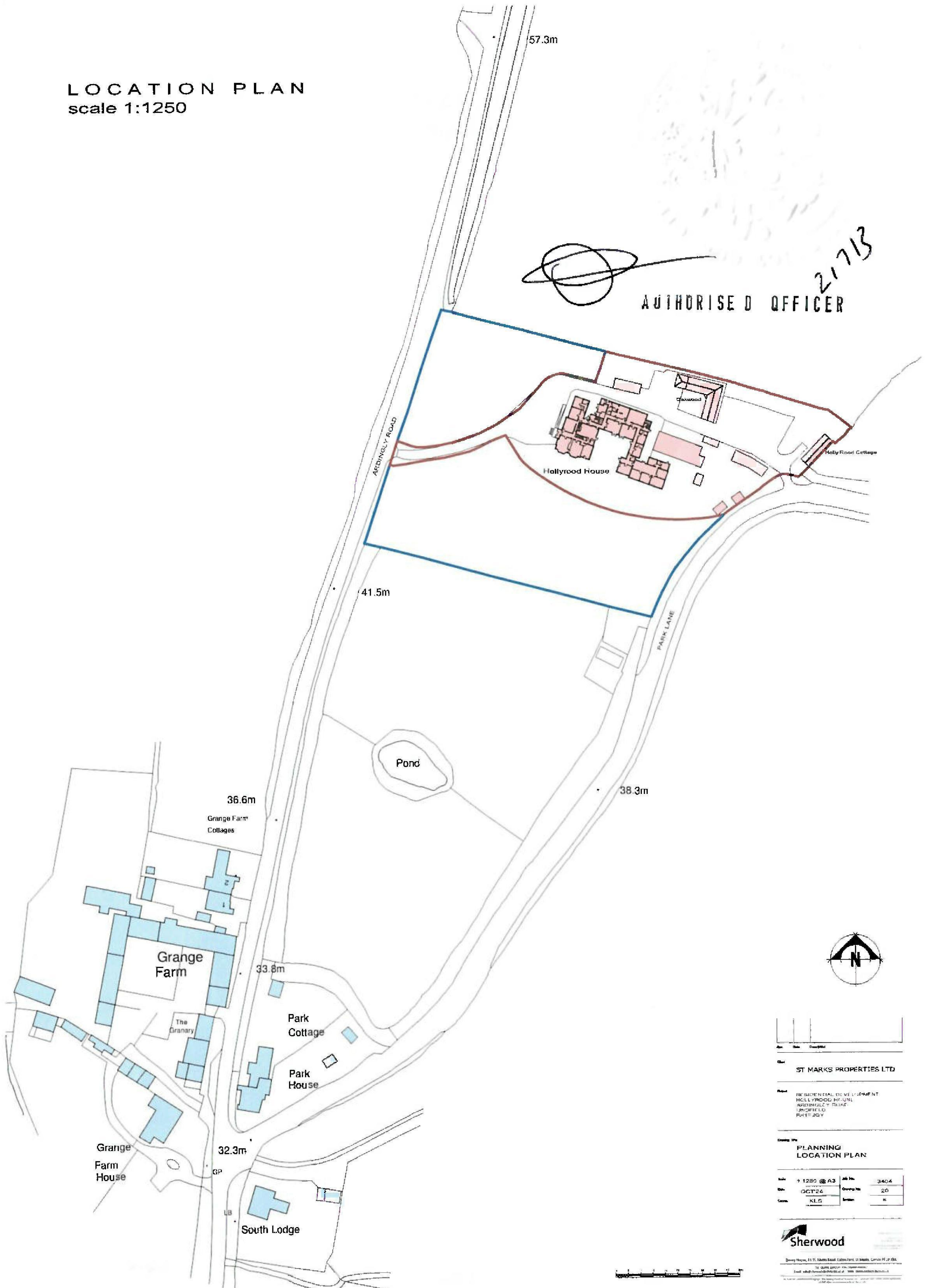
In these circumstances the owner may serve a purchase notice on the District Council. This notice will require the Council to purchase their interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

DRAFT

APPENDIX 2
THE PLAN

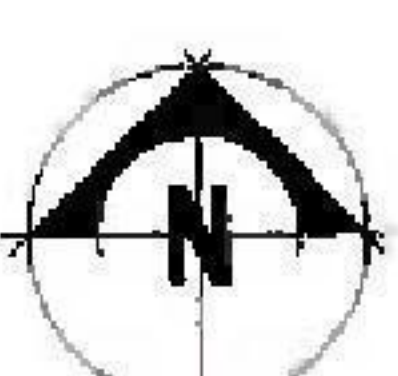
LOCATION PLAN

scale 1:1250



21713

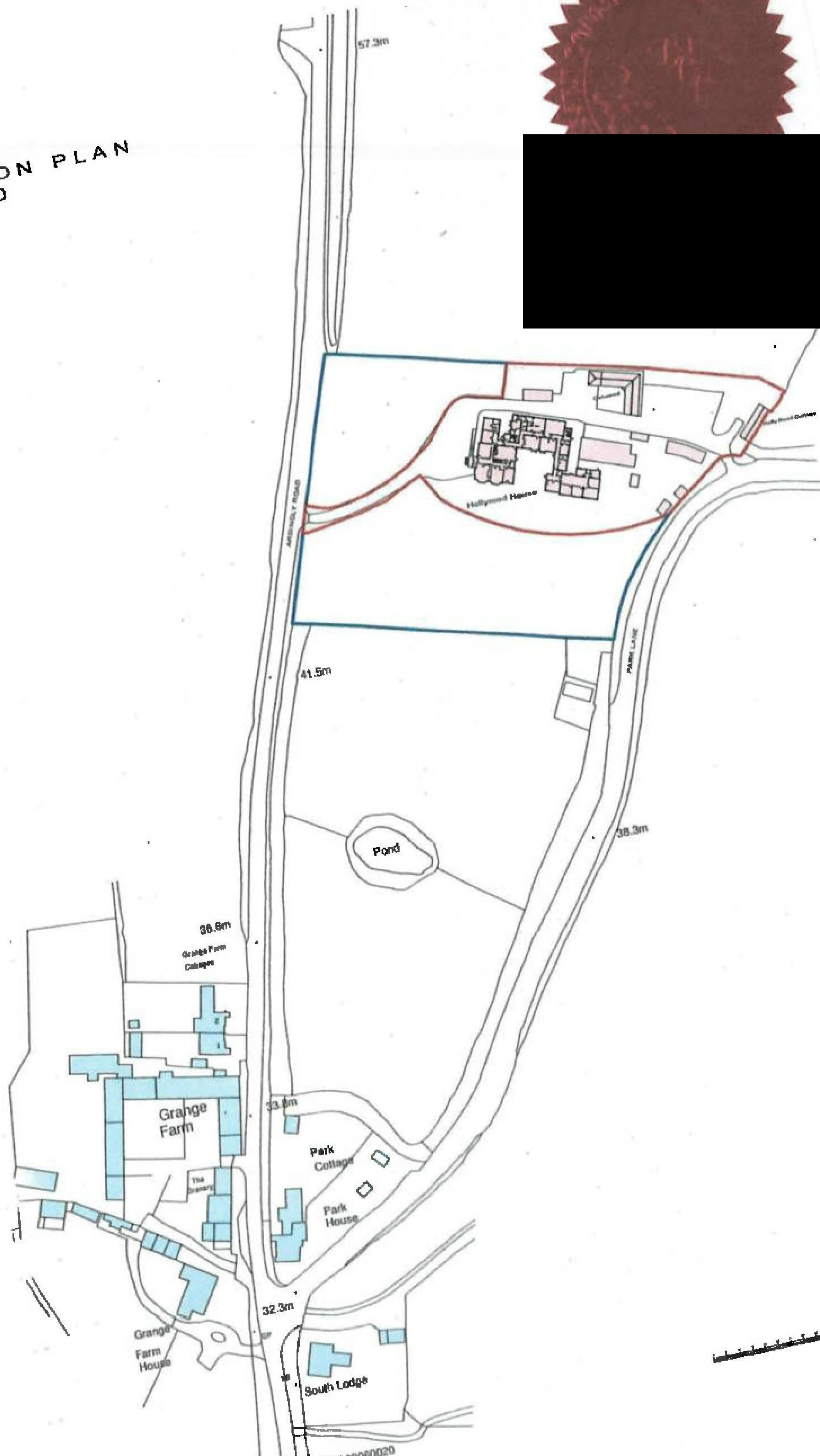
AUTHORISED OFFICER



App.	Date	Drawn/Rev.
Client	ST MARKS PROPERTIES LTD	
Project	RESIDENTIAL DEVELOPMENT HOLLYROOD HOUSE, ARDINGLEY ROAD, BROOKFIELD, RM11 2QY	
Drawing Title	PLANNING LOCATION PLAN	
Scale	1:1250 @ A3	Job No. 3404
Date	OCT24	Drawing No. 20
Drawn	KLS	Revised

Sherwood

Planning Services, 11 St. Andrews Road, London, SE1 1JL, UK
Tel: 020 7494 1234
Email: info@sherwoodplanning.co.uk
www.sherwoodplanning.co.uk



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LOCATION PLAN
scale 1:1250

57.3m

41.5m

38.3m

36.6m

33.8m

32.3m

Ardingley Road

Park Lane

Pond

Grange Farm

Grange Farm Cottages

The Granary

Grange Farm House

Park Cottage

Park House

South Lodge

Holly Road House

Oakwood

Holly Road Cottages

GP

UB

ST MARKS PROPERTIES LTD

RESIDENTIAL DEVELOPMENT
HOLLY ROAD HOUSE
ARDINGLEY ROAD
LUTTERWORTH
LE15 2JY

PLANNING:
LOCATION PLAN

1250 @ A3

12/10/24

KLS

3404

20

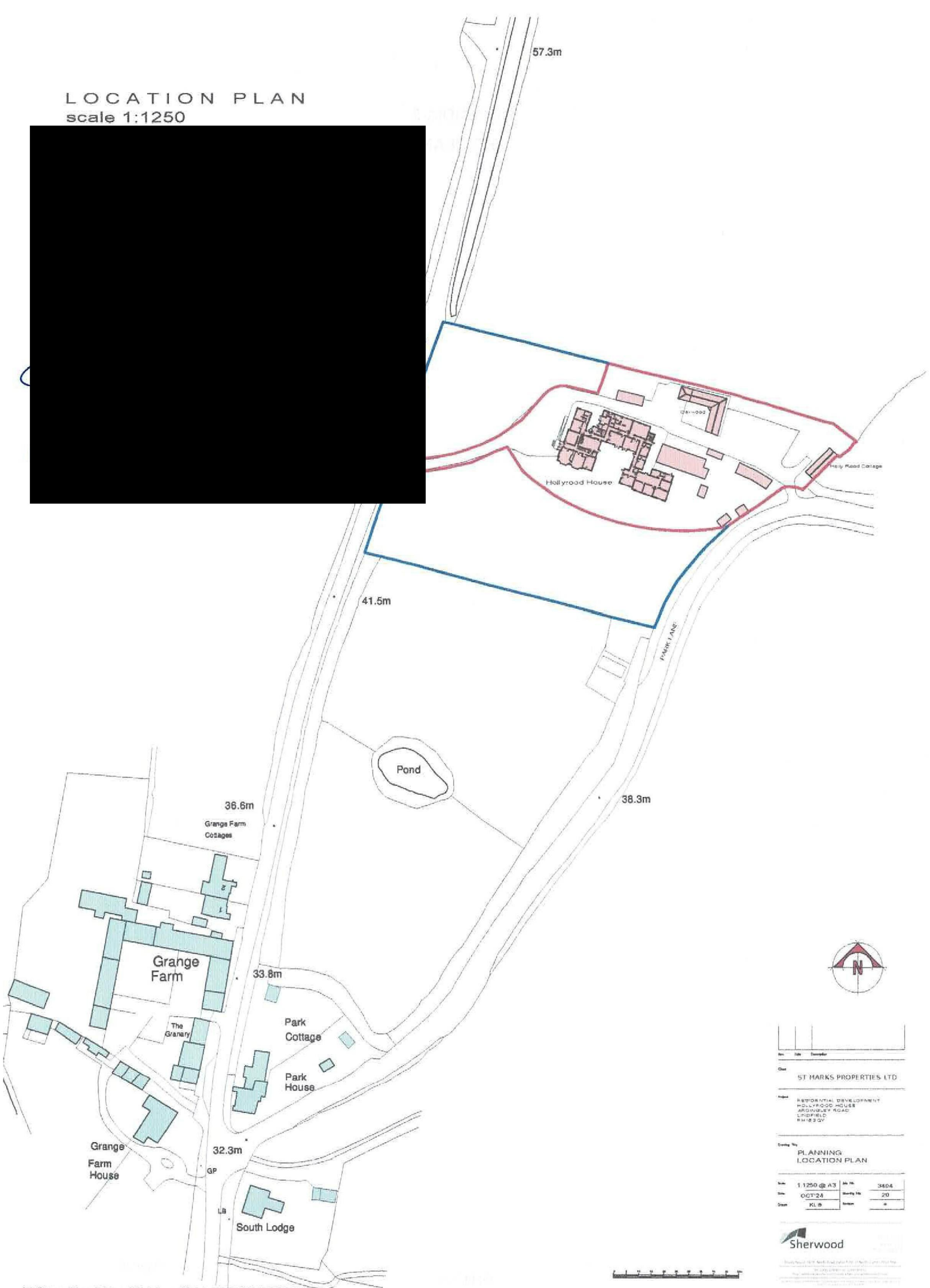
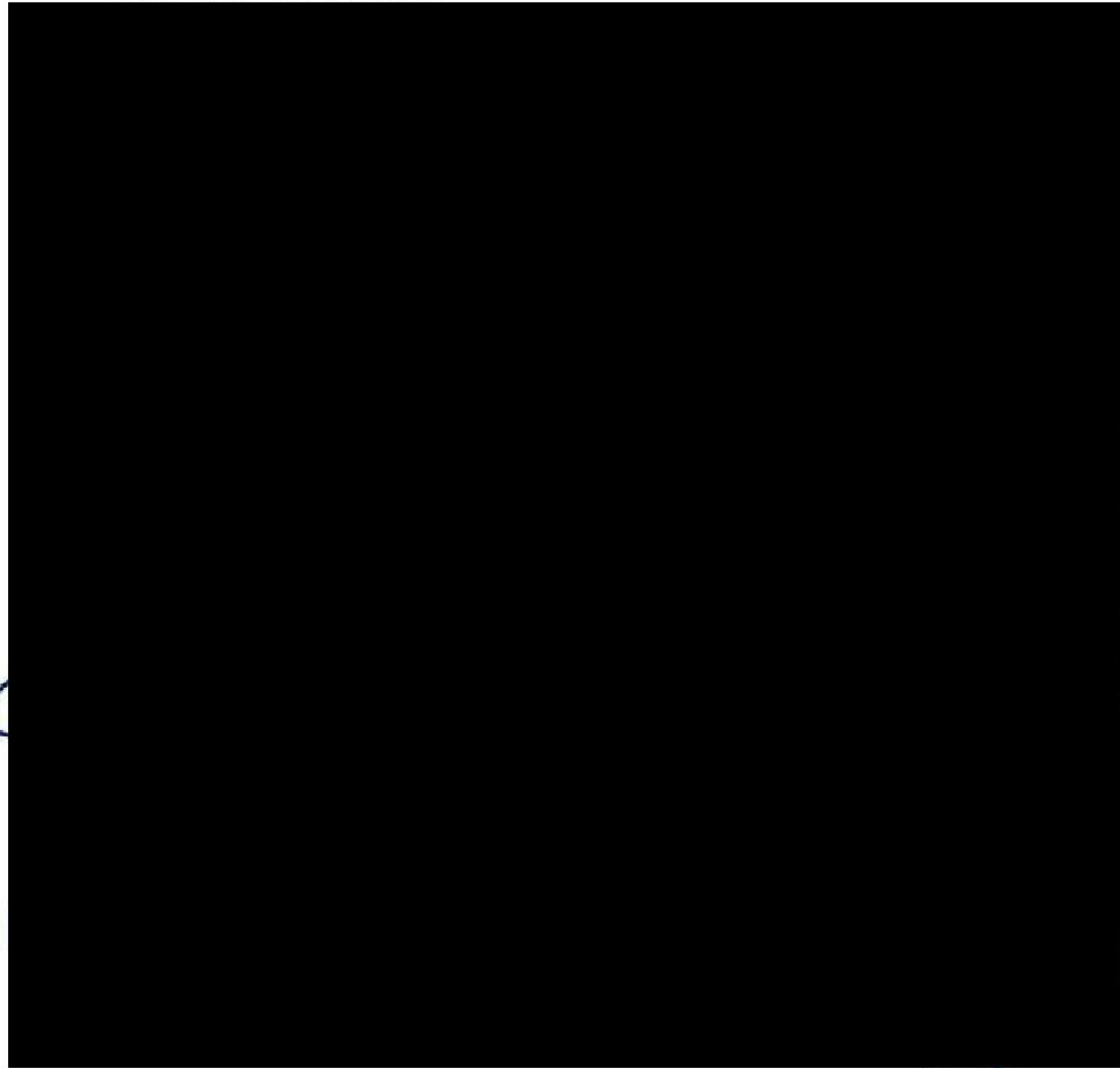
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Lutterworth

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LOCATION PLAN

scale 1:1250



APPENDIX 3
PAYMENT NOTICE

Payment of monies due under a Section 106 Planning Obligation

Payment to be made by/on behalf of:

Development at:

Agreement dated:

Planning application reference number: DM/24/2922.....

Obligation in Agreement(Please continue on a separate sheet if necessary):

(a) Description of Contribution(s) and clause no(s):	
(b) Amount of Contribution(s) due:	
(c) Amount of interest due on Contribution(s) :	
(d) If applicable, the amount of interest due on Contribution(s):	
(e) Date upon which the Contribution(s) became due:	
(f) Method of Payment:	

APPENDIX 4A

(Email from Nicholas Royle to Jo Fisher enclosing advice from DSP on s106 Management Limited response to DSP)

From: Nicholas Royle <Nicholas.Royle@midsussex.gov.uk>
Sent: 27 June 2025 14:13:24 UTC+01:00
To: "Joanne Fisher" <Joanne.Fisher@midsussex.gov.uk>
Subject: DM/24/2922 - Hollyrood House, Lindfield - Viability Report

Hi Jo,

Further to the request for an additional viability review, DSP have advised the following:

"DSP was commissioned by MSDC to carry out an independent review of the October 2024 FVA prepared by S106M. The conclusion of the FVA was that the 'all private scheme' appraisal produced a deficit of -£822,096 equivalent to an actual profit of 7.61% on GDV when compared to a BLV of £1,925,000. Therefore, the development could not provide any contribution towards affordable housing.

DSP's April 2025 review report (reference DSP25521A1) tested alternative assumptions summarised as follows:

- We considered that a lower BLV could be appropriate in the circumstances.*
- We tested a higher GDV – an increase of £330,000.*
- We applied a lower build cost and lower professional fees assumption.*
- We updated the S106 contributions allowance.*
- We reduced the construction period from 18 months to 12 months.*
- We tested a lower financier rate of 7.5%.*
- We assumed sales and marketing costs of 2%.*

Our review concluded that our alternative appraisal outcome produced a residual land value of £1,294,594 when including the required affordable housing contribution of £420,000 and that based on our view of the BLV, the full policy compliant AH contribution could not be ruled out.

We have reviewed S106M's response to our review report dated 23rd April, which helpfully provides a comparison table setting out the differences in assumptions. We note that DSP's alternative assumptions on GDV, professional fees and sales and marketing costs have been accepted by S106M, which is welcomed. We also note that although S106M state that DSP adopted a finance rate of 7%, our trial appraisal, as noted above, included a rate of 7.5%, which also appears to have been adopted by S106M in their latest appraisal. Therefore, our comments below are focused on those assumptions where a difference of opinion appears to remain.

Build Costs

The FVA submitted build costs were based on information from BCIS. DSP tested a lower BCIS build rate and a lower allowance for BNG. Our adjustments resulted in a difference of £121,456 between our revised total build cost of £4,044,677 and the submitted cost of £4,166,133 including the BNG costs.

S106M now seek to update the appraisal with build costs based on a cost plan prepared by David Parker QS dated April 2025. The cost plan includes a total cost of £4,740,900 including £60,000 for NHBC warranties. DSP would typically expect the allowance for warranties to be included with the professional fees allowance – in this case, agreed at 8%.

DSP commissioned ERM Surveyors on behalf of the Council to review the submitted costs. ERM's report is attached and provides a lower estimate of £4,552,820 on the same basis i.e. including NHBC warranties but excluding contingency.

We have included the lower second opinion estimate in our trial appraisal but excluding the NHBC warranties (with allowances for preliminaries and OH&P also excluded – a total of £74,250 excluded). Our trial appraisal therefore includes a build cost of £4,478,571.

S106M also seek to increase the BNG allowance from £28,213 to £41,972. This assumption is high in our view and we have maintained an allowance of 0.1% in our latest appraisal (£4,479).

Benchmark Land Value

As noted above, S106M assumed a BLV of £1.925m. This was based on an AUV of the premises as offices. DSP considered that the BLV could be considerably lower when appropriately based on the EUV+ of the existing premises with reference to the closed care home.

For information purposes only, DSP noted that applying a mid-point of the guide prices for vacant care homes on a per bedroom basis would produce a value of £1.245m. S106M have now assumed this value for the care home element but seek to add a further £504,000 for Hollyrood Cottage, which is noted to have a Lawful Development Certificate for Class C3 use – a total BLV of £1,749,000 and a reduction of £176,000 from the previous assumption.

S106M note that the property would require some refurbishment. The planning proposal includes the refurbishment for Hollyrood Cottage and therefore, we have run an AUV appraisal using the assumptions set out within our review report and applying the lower second opinion build cost estimate as above. Our AUV appraisal produces a RLV of £200,000 (rounded).

Although there has been positive movement on the BLV assumption, in our opinion, this does not quite go far enough and a BLV of no more than £1.45m could be considered reasonable.

Conclusions

The latest S106M appraisal produces a RLV of £847,045, which when compared to the updated BLV assumption of £1,749,000 produces a deficit of -£901,955.

When making the adjustment to the build cost assumptions as set out above and when including S106 contributions of £298,176, our latest appraisal on a 100% market housing basis produces a residual land value of £1,207,434. When compared to a higher BLV of £1.45m, the scheme produces a deficit of -£242,566.

Considering the scheme again based on the latest available information and having explored the viability as best we can within the guidelines set by the PPG, unfortunately the viability exercise does now conclude that the scheme is relatively marginal, and it appears unlikely that it would be sufficiently viable to support a contribution towards affordable housing at this time."

Nicholas Hewer Royle

**Housing Enabling & Development Officer
Mid Sussex District Council
Oaklands
Oaklands Road**

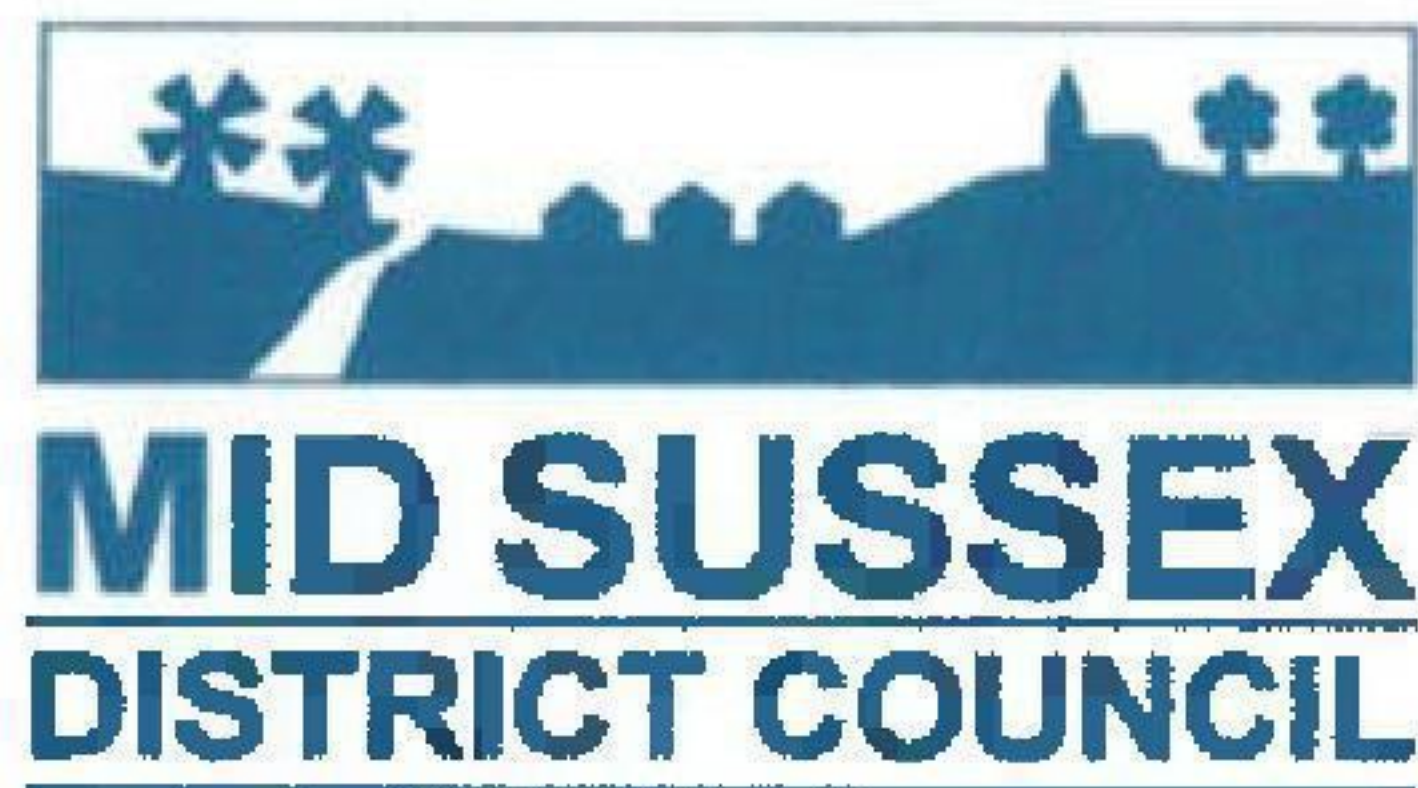
**Haywards Heath
West Sussex
RH16 1SS**

01444 477309

07874 633903

<https://www.midsussex.gov.uk/housing-council-tax/>

Every Affordable Home Matters



Working together for a better Mid Sussex

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APPENDIX 4B

(Summary of appraisal Dated 24 10.2024 by Section 106 Management Ltd)

GVA GRIMLEY & BESPOKE PROPERTY GROUP

THE HOUSING CORPORATION ECONOMIC APPRAISAL TOOL

SUMMARY

Site Address	Hollyrood House, Lindfield, West Sussex, RH16 2QY
Site Reference	
Scheme Description	conversion of former care home into 20 x C3 units
Date	24 10 2024
Site Area (hectares)	
Author & Organisation	S106 Management Ltd
Housing Corporation Officer	

Housing Mix (Affordable + Open Market)

Total Number of Units	20	units
Total Number of Open Market Units	20	units
Total Number of Affordable Units	0	units
Total Net Internal Area (sq m)	1,583	sq m
Total Habitable Rooms	0	habitable rooms
% Affordable by Unit	0.0%	
% Affordable by Area	0.0%	
% Affordable by Habitable Rooms	-	
% Social Rented within the Affordable Housing	-	by number of units
% Social Rented within the Affordable Housing	#DIV/0!	by area
% Social Rented within the Affordable Housing	-	by habitable rooms
Total Number of A/H Persons	0	Persons
Total Number of Social Rented Persons	0	Persons
Total Number of Intermediate Persons	0	Persons
Total Number of Open Market Persons	0	Persons
Total Number of Persons	0	Persons
Site Area	0.00	hectares
Net Internal Housing Area / Hectare	-	sq m / hectare

Residential Values

Affordable Housing Tenure 1:

Social Rented

Type of Unit	Total Rent pa (£)	Yield (%)	Capital Value (£)
Studio	-	-	-
1 Bed	-	-	-
2 Bed	-	-	-
3 Bed	-	-	-
4 Bed	-	-	-
Other	-	-	-
Other	-	-	-
Total	-	-	-

Total Capital Value of Affordable Housing Tenure 1

£0

Affordable Housing Tenure 2:

Intermediate - Shared Ownership

Type of Unit	Capital Value (£ psm)	Total Floorspace (sq m)	Total Capital Value (£)
Studio	-	-	-
1 Bed	-	-	-
2 Bed	-	-	-
3 Bed	-	-	-
4 Bed	-	-	-
Other	-	-	-
Other	-	-	-
Total	-	-	-

Owner-occupied / rented % share

-

Capital Value of owner-occupied part

-

Type of Unit	Total Rent pa (£)	Yield (%)	Capital Value (£)
Studio	-	-	-
1 Bed	-	-	-
2 Bed	-	-	-
3 Bed	-	-	-
4 Bed	-	-	-
Other	-	-	-
Other	-	-	-
Total	-	-	-

Total Capital Value of Affordable Housing Tenure 2

£0

Total Capital Value of Affordable Housing Tenure 2 £0

Affordable Housing Tenure 3: Intermediate - Discounted Market Sale

Type of Unit	Capital Value (£ psm)	Total Floorspace (sq m)	Total Capital Value (£)
Studio	-	-	-
1 Bed	-	-	-
2 Bed	-	-	-
3 Bed	-	-	-
4 Bed	-	-	-
Other	-	-	-
Other	-	-	-
Total	-	-	-

% of Open Market Value 100%

Total Capital Value of Affordable Housing Tenure 3 £0

Affordable Housing Tenure 4: Intermediate - Other Type of Shared Ownership / Shared Equity

Type of Unit	Capital Value (£ psm)	Total Floorspace (sq m)	Total Capital Value (£)
Studio	-	-	-
1 Bed	-	-	-
2 Bed	-	-	-
3 Bed	-	-	-
4 Bed	-	-	-
Other	-	-	-
Other	-	-	-
Total	-	-	-

Owner-occupied / rented % share -

Capital Value of owner-occupied part -

Type of Unit	Total Rent pa (£)	Yield (%)	Capital Value (£)
Studio	-	-	-
1 Bed	-	-	-
2 Bed	-	-	-
3 Bed	-	-	-
4 Bed	-	-	-
Other	-	-	-
Other	-	-	-
Total	-	-	-

Total Capital Value of Affordable Housing Tenure 4 £0

1
2 **Affordable Housing Tenure 5:** **Intermediate - Discounted Market Rented**
3

Type of Unit	Total Rent pa (£)	Yield (%)	Capital Value (£)
Studio	-	-	-
1 Bed	-	-	-
2 Bed	-	-	-
3 Bed	-	-	-
4 Bed	-	-	-
Other	-	-	-
Other	-	-	-
Total	-	-	-

4 **Total Capital Value of Affordable Housing Tenure 5** £0

6 **TOTAL CAPITAL VALUE OF ALL AFFORDABLE HOUSING (EXCLUDING SHG & OTHER FUNDING)** £0

9 **Social Housing Grant**

	Grant per unit (£)	Number of Units	Grant (£)
Social Rented	£0	0	£0
Intermediate - Shared Ownership	£0	0	£0
Intermediate - Discounted Market Sale	£0	0	£0
Intermediate - Other Type of Shared Ownership	£0	0	£0
Intermediate - Discounted Market Rented	£0	0	£0
SHG Total	-	0	£0

9 Social Housing Grant per Affordable Housing Person -

0 Social Housing Grant per Social Rented Person -

1 Social Housing Grant per Intermediate Person -

4 **TOTAL VALUE OF SOCIAL HOUSING GRANT** £0

6 **OTHER SOURCES OF AFFORDABLE HOUSING FUNDING** £0

8 **OTHER SUBSIDIES SUCH AS EP GAP FUNDING** £0

0 **TOTAL CAPITAL VALUE OF ALL AFFORDABLE HOUSING (INCLUDING SHG & OTHER FUNDING)** £0

3 **Open Market Housing**

Type of Open Market Housing	Net Area (sq m)	Revenue (£ / sq m)	Total Revenue (£)
Flats	1,238	£5,405	£6,689,769
semi-detached	219	£5,662	£1,239,978
detached	126	£5,675	£715,050
-	-	-	-
-	-	-	-
Total	1,583	-	£8,644,797

Car Parking

No. of Spaces	Price per Space (£)	Value
-	-	-

TOTAL VALUE OF CAR PARKING £0

TOTAL CAPITAL VALUE OF RESIDENTIAL SCHEME £8,644,797

Non-Residential Values

Office	£0	
Retail	£0	
Industrial	£0	
Leisure	£0	
Community-use	£0	£0

TOTAL CAPITAL VALUE OF NON-RESIDENTIAL SCHEME £0

TOTAL VALUE OF SCHEME £8,644,797

Residential Building, Marketing & Section 106 Costs

Affordable Housing Build Costs	£0	
Open Market Housing Build Costs	£4,478,569	£4,478,569
<u>Cost Multipliers</u>		
Site Specific Sustainability Initiatives (%)**	0.0%	£0
Wheelchair provision (%)	0.0%	£0
Code for Sustainable Homes (%)	0.0%	£0
Other (%)	0.0%	£0
Residential Car Parking Build Costs		£0
Total Building Costs		£4,478,569
OTHER SITE COSTS		
Building Contingencies	5.0%	£223,928
Building Cost Fees (Architects, QS etc):	8.0%	£376,200
Other Acquisition Costs (£)		£0
<u>Section 106 Costs (£)</u>		
CIL		£0
Part L Building Regs		£0
Biodiversity Net Gain		£4,479
Planning obligations		£298,176
Affordable Housing		£0
<u>Site Abnormals</u>		
Infrastructure Costs		£0
Contamination Costs		£0
Demolition Costs		£0
Other Costs		£0
Sustainability Initiatives		£0
Total Other Site Costs		£902,783
<u>Marketing (Open Market Housing ONLY)</u>		
Sales Fees:	2.0%	£172,896
Legal Fees (per Open Market unit):	£1,000	£20,000
<u>Marketing (Affordable Housing)</u>		
Developer cost of sale to RSL (£)		£0
RSL on-costs (£)		£0
Intermediate Housing Sales and Marketing (£)		£0
Total Marketing Costs		£192,896

Non-Residential Building & Marketing Costs

Building Costs

Office	£0	
Retail	£0	
Industrial	£0	
Leisure	£0	
Community-use	£0	£0

Professional Fees (Building, Letting & Sales)

Office	£0	
Retail	£0	
Industrial	£0	
Leisure	£0	
Community-use	£0	£0

Total Non-Residential Costs	£0
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TOTAL DIRECT COSTS:	£5,574,248.03
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Finance (finance costs are only displayed if there is a positive residual site value)

Arrangement Fee	£0
Misc Fees (Surveyors etc)	£0
Agents Fees	£12,074
Legal Fees	£9,056
Stamp Duty	£50,712
Total Interest Paid	£278,432

Total Finance Costs	£350,275
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Developer 'Profit'

Residential

Open Market Housing Operating 'Profit'	£1,512,839
Affordable Housing 'Profit'	£0

Non-residential

Office	£0	
Retail	£0	
Industrial	£0	
Leisure	£0	
Community-use	£0	£0

Total Operating Profit	£1,512,839
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Non-residential		
Office	£0	
Retail	£0	
Industrial	£0	
Leisure	£0	
Community-use	£0	£0
Total Operating Profit		£1,512,839

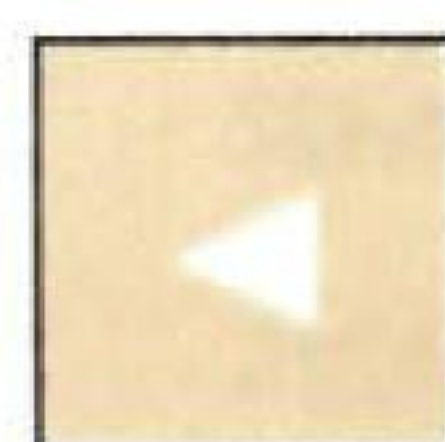
Residual Site Value

SITE VALUE TODAY	£1,207,434
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EXISTING USE VALUE	£1,450,000
DIFFERENCE BETWEEN SITE VALUE AND EXISTING USE VALUE	-£242,566

Checks:

Site Value as a Percentage of Total Scheme Value	14.0%
Site Value per hectare	#VALUE!



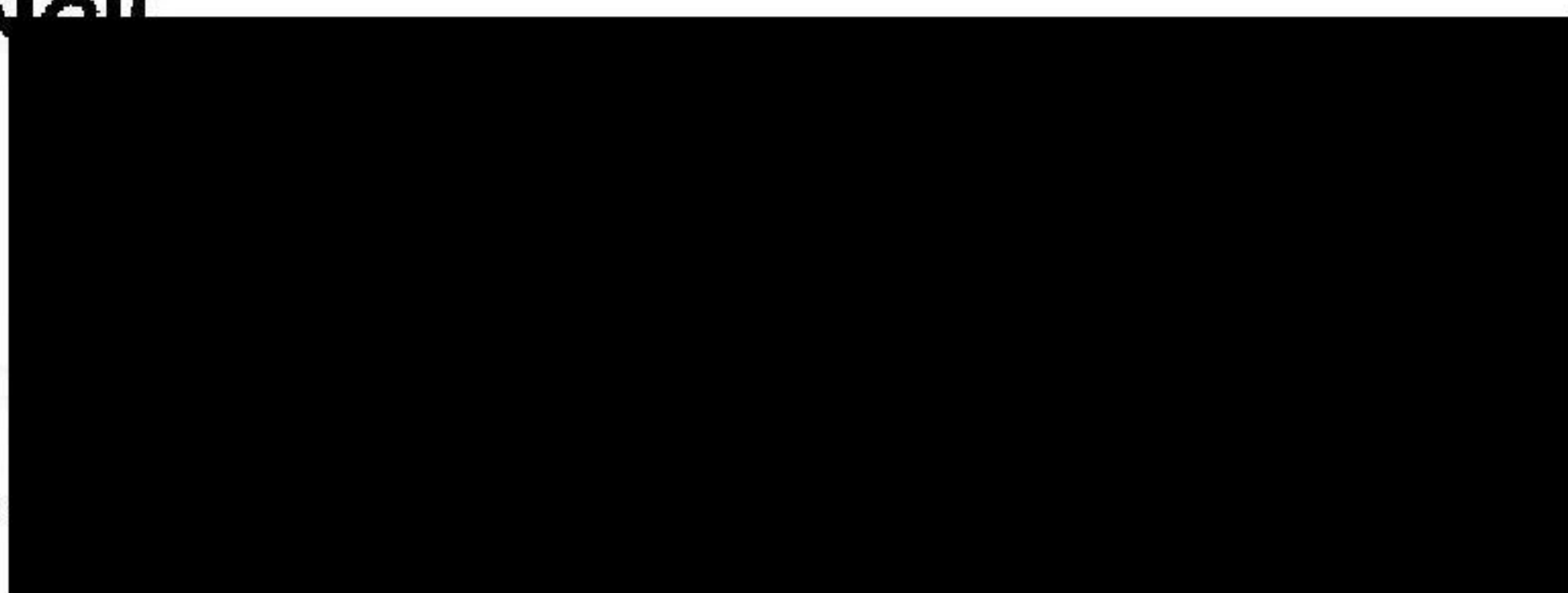
Back (to Assumptions)

Front Page



Back (to Executive Summary)

Executed as a Deed by
affixing the Common Seal of
MID SUSSEX 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

Executed as a Deed by
THE DISABILITIES TRUST
acting by
[a trustee]

.....

and

[an authorised signatory]

.....

Executed as a Deed by
ST MARKS PROPERTIES (XVII) LIMITED
acting by Richard Smith,
a director
in the presence of:-

.....

Director

Signature of witness

.....

Name (in BLOCK CAPITALS)

.....

Address

.....

.....

Occupation

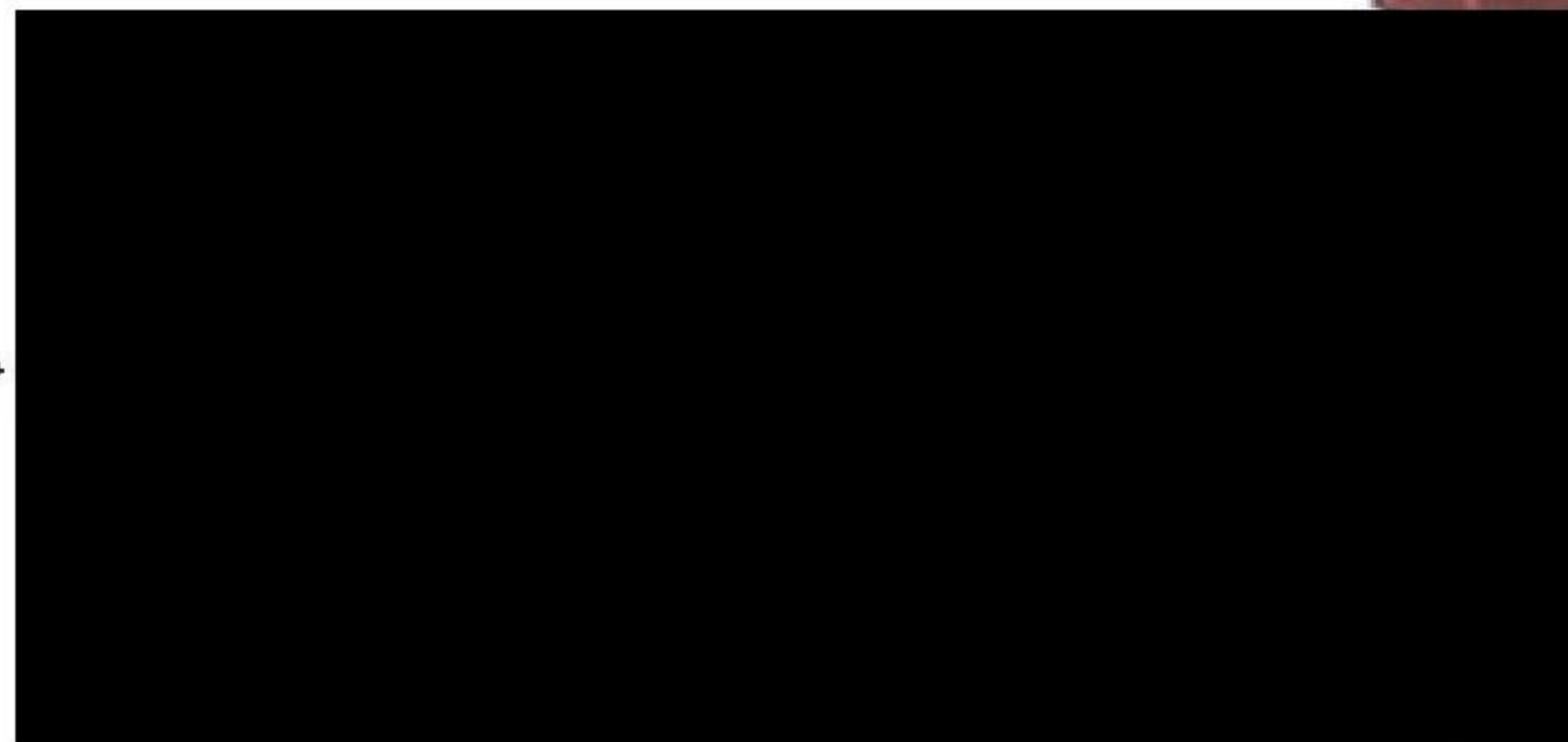
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Executed as a Deed by
affixing the Common Seal of
MID SUSSEX DISTRICT COUNCIL
in the presence of:-

Authorised Officer

Executed as a Deed by
affixing the Common Seal of
WEST SUSSEX COUNTY COUNCIL
in the presence of:-

Authorised Officer



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THE DISABILITIES TRUST
acting by
[.....],
a trustee

and

[.....],
an authorised signatory

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acting by Richard Smith,
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in the presence of:-

Signature of witness

Name (in BLOCK CAPITALS)

Address

Occupation

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MID SUSSEX DISTRICT COUNCIL
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Authorised Officer

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Authorised Officer

Executed as a Deed by
THE DISABILITIES TRUST



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Signature of witness
Name (in BLOCK CAPITALS)
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Occupation

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MID SUSSEX DISTRICT COUNCIL
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[.....]
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Signature of witness
Name (in BLOCK CAPITALS)
Address

Occupation