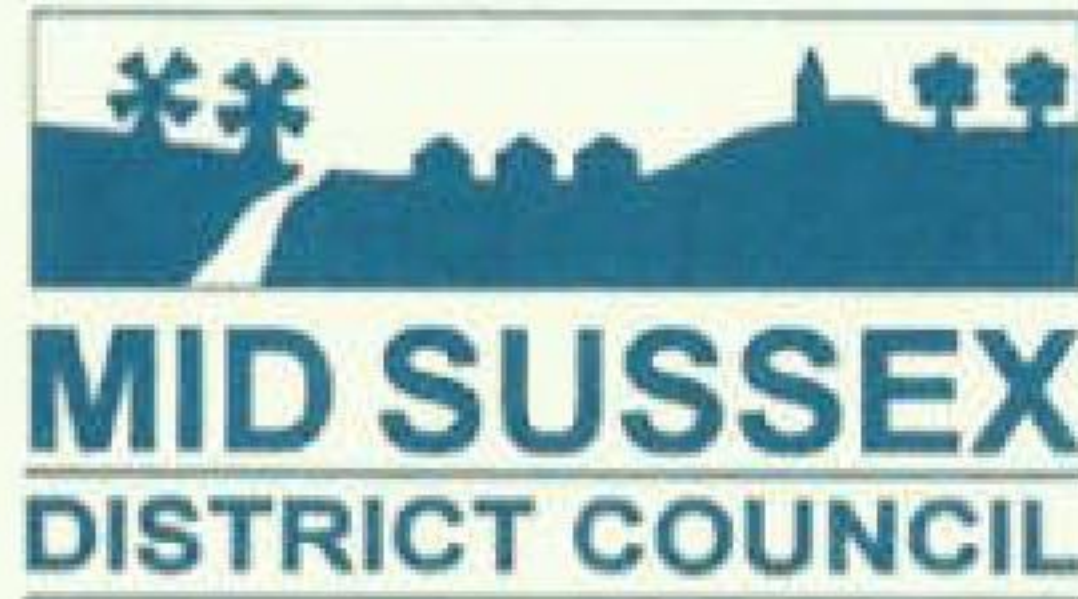




DATED

18 May

2026

MID SUSSEX DISTRICT COUNCIL (1)

AND

WEST SUSSEX COUNTY COUNCIL (2)

AND

STAR GARAGES (BRIGHTON) LIMITED (3)

PLANNING OBLIGATION

BY WAY OF AGREEMENT

pursuant to Section 106 of the

Town and Country Planning Act 1990 (as amended)

relating to land at 60 Keymer Road, Hassocks, West Sussex, BN6 8AR

DM/25/0484

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

IKEN REF 8494

CONTENTS

1. INTERPRETATION AND DEFINITIONS	3
2. LEGAL BASIS	17
3. CONDITIONALITY	17
4. COVENANTS TO THE DISTRICT COUNCIL	17
5. COVENANTS TO THE COUNTY COUNCIL	18
6. COVENANTS BY THE DISTRICT COUNCIL	18
7. COVENANTS BY THE COUNTY COUNCIL	18
8. RELEASE	18
9. LOCAL LAND CHARGE	18
10. THE DISTRICT COUNCIL AND COUNTY COUNCIL'S COSTS	18
11. INTEREST ON LATE PAYMENT	19
12. OWNERSHIP	19
13. NO FETTER OF DISCRETION	19
14. WAIVER	19
15. AGREEMENTS AND DECLARATIONS	19
16. NOTICES	21
17. THIRD PARTY RIGHTS	22
18. DISPUTES	22
19. DELIVERY	23
20. GOVERNING LAW	24
FIRST SCHEDULE	25
SECOND SCHEDULE	28
THIRD SCHEDULE	30
FOURTH SCHEDULE	32
APPENDIX 1	35
APPENDIX 2	36
APPENDIX 3	37

THIS DEED is dated the

18th

day of

May

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, Chichester, West Sussex, PO19 1RQ ("**the County Council**")
- (3) **STAR GARAGES (BRIGHTON) LIMITED** incorporated and registered in England and Walés with company number 01006391 whose registered office is at 4 Mason's Yard, 177 Westbourne Street, Hove, East Sussex, United Kingdom, BN3 5FB ("**the Owner**")

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 Owner has made the Application to carry out the Development and has subsequently lodged the Planning Appeal against the District Council's refusal of the Application on 19 September 2025.
- (E) The Owner, the District Council and the County Council have therefore agreed to enter into this Deed with the intent that the respective interests of the Owner in the Land shall be bound by the covenants and obligations entered into by the Owner herein in the event of the grant of the Planning Permission by the Inspector pursuant to the Planning Appeal
- (F) The District Council and the County Council having regard to the Supplementary Planning Document and the Affordable Housing SPD determine the obligations contained in this Deed are necessitated by virtue of this Application.
- (G) 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.
- (H) The Owner 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. The District Council has agreed that at the date of this Deed it is currently only viable for the sum of Twenty Thousand pounds (£20,000) to be paid towards the cost of Affordable Housing provision at Commencement of the Development and that at the current time the payment of any further sum towards the total Affordable Housing provision due of Four Hundred and Eighty Eight Thousand pounds (£488,000) would render the Development

unviable. It is also agreed that in accordance with the Affordable Housing SPD and the Development Viability SPD that if the viability position improves then an additional contribution towards the provision of Affordable Housing within the district of the District Council shall be paid. The parties agree that unless the additional sum of Four Hundred and Sixty Eight Thousand pounds (£468,000) is paid on the Review Date an Advanced Stage Review will be submitted for assessment and if viability is found to have improved with a positive Surplus resulting from the application of the Additional Affordable Housing Contribution Formula it is agreed that an Additional Affordable Housing Contribution up to the Additional Affordable Housing Contribution Cap of Four Hundred and Eighty Eight Thousand pounds only (£488,000) shall be paid less any part of the Affordable Housing Contribution already paid before the Review Date.

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 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, and design and professional fees for the construction of 75% (19) 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 19 (75%) of the Dwellings in the Development sold /let, together with that from any car parking spaces and any other buildings sold, the rental value of any Dwellings and 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 and agreed by the External Consultant during the Advanced Stage Review Assessment;

Advanced Stage Review

means the 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 Advanced Stage Review Assessment.;

Affordable Housing

means housing provided to eligible households who the District Council could reasonably expect to occupy the Development having regard to its 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 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;

Additional Affordable Housing Contribution Cap

means the sum of Four Hundred and Eighty Eight Thousand pounds £488,000 calculated in accordance with the West Sussex Commuted Sum Review dated 11th March 2011 for a mix of 2 x 1 bedroom flats, 6 x 2 bedroom flats (Calculated as follows – 2 x 1 bedroom flats @£55,000, 6 x 2 bedroom flats @£63,000 per flat =£488,000 less the Affordable Housing Contribution of Twenty Thousand £20,000;

Affordable Housing Contribution

means the financial contribution of Twenty Thousand pounds (£20,000) to be Index Linked and subject to adjustment in accordance with the provision of paragraph 4.1 of the FIRST SCHEDULE;

Additional Affordable Housing Contribution means the surplus amount of Four Hundred and Sixty Eight Thousand pounds (£468,000) calculated in accordance with the Additional Affordable Housing Contribution Formula such amount not to exceed the Additional Affordable Housing Contribution Cap

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

A = The Actual Gross Development Value achieved on sale/letting of 75% of the Dwellings in the Development (19) 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 sale//letting of 75% of the Dwellings in the Development (19) for the remaining 25% of the Dwellings in the Development (7) and 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% (19) of the Dwellings in the Development calculated as part of the Advanced Stage Review Assessment

E = The Estimated Build Costs of the remaining 25% of the Dwellings in the Development (7) that are yet to be sold/let calculated as part of the Advanced Stage Review Assessment

F = The Submission Viability
Assessment Build Costs.

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)

Affordable Housing SPD	means the document entitled Affordable Housing Supplementary Planning Document adopted by the District Council on the 25 th July 2018;
All Requisite Consents	means all requisite consents orders agreements authorisations licences and permissions required to implement the obligations contained within this Agreement and required to implement the Scheme and/ or the Highway Works Scheme;
Application	means the application for full planning permission for the Development which was validated by the District Council on 24 March 2025 and allocated reference DM/25/0484;
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;

Build Costs

means the build cost payments 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 all of the Dwellings in the Development sold/let and other income / revenue sources;

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 forming part of the Development with the exceptions (for the purposes of this Deed only) of demolition, site clearance, investigation of ground conditions and remedial work, archaeological work, demolition, diversion, laying, construction, enlargement, repair, maintenance or cleansing of services to serve the Land, environmental investigation and remediation works, site and soil surveys, pegging out of roads or paths, temporary display of site notices or advertisements and erection of fencing to the site boundary 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 16;

Community Buildings Contribution

means the financial contribution of Fourteen Thousand Four Hundred and Seventy Seven Pounds (£14,477) subject to adjustment in accordance with the provision of paragraph 2.1 of the FIRST SCHEDULE;

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 one thousand six hundred and twenty pounds (£1,620) 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;
Decision Letter	the decision letter issued by the Secretary of State in determination of the Planning Appeal and the Application;
Deed	means this Deed;
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 the mixed use redevelopment comprised of ground floor commercial/community use and upper floor residential use alongside associated parking and public realm improvements Ground floor – 190sqm flexible use (Use Class E, Use Class F1) 26no residential flats (Use Class C3) – comprised of 8no 1 bedroom flats, 15no 2 Bedroom flats and 3no 3 bedroom flats 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 25th July 2018;
District Council Contributions	means the Affordable Housing Contribution, the Additional Affordable Housing Contribution, the Formal Sport Contribution, the Community Buildings Contribution, the Kickabout Contribution, the Local Community Infrastructure Contribution and the Play Space 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, abnormals, external works and infrastructure, contractors' overheads and profit, and design and professional fees for the construction of the remaining 25% (7) 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 for the remaining 25% (7) 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 Advanced Stage Review Assessment;
External Consultant(s)	means the external consultant(s) appointed by the District Council to carry out the Advanced Stage Review Assessment;
Financial Contribution Trigger	means a trigger contained within this Deed applicable to 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 4.2 and served in accordance with clause 16;
Formal Sport Contribution	means the assessed financial contribution of Twenty Five Thousand Two Hundred and Forty Two pounds (£25,242) but the actual amount payable is subject to adjustment in accordance with the provision of paragraph 1.1 of the FIRST SCHEDULE;
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 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;
Highway Works	means the provision of the following on the existing public highway: • Existing dropped kerb vehicle crossover on Keymer Road to be removed and the footway to be reinstated; • Existing dropped kerb vehicle crossover on the Dale Avenue corner junction to be removed and the footway reinstated; • Existing dropped kerb vehicle crossover on Dale Avenue central to the frontage of the Development to be retained for access to car parking for residents but will be narrowed to suit use purpose; • tactile paving at the existing dropped kerb on Parklands Road (at its junction with Keymer Road); and • dropped kerb and tactile paving works on Downs View Road (at its junction with Keymer Road) to be provided in accordance with the Highway Works Scheme
Highway Works Scheme	means a scheme in respect of the Highway Works delivered in accordance with Paragraph 5 of Schedule 2 of this Agreement

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:

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

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 preceding the date of consultation 25th April 2025

and **Indexation** shall be construed accordingly;

Inspector

the Inspector appointed by the Secretary of State to consider and report to him in respect of the Planning Appeal;

**Kickabout
Contribution**

means assessed the financial contribution of Fourteen Thousand Three Hundred and Sixty Four pounds (£14,364) but the actual amount payable is subject to adjustment in accordance with the provision of paragraph 1.3 of the FIRST SCHEDULE;

Land	means the land against which this Deed may be enforced known as 60 Keymer Road, Hassocks, West Sussex, BN6 8AR which is registered at HM Land Registry under title numbers WSX175226 and WSX396462 and is shown for identification purposes only edged red on the Plan;
Library Contribution	means the assessed financial contribution of Ten Thousand Six Hundred and Eighty Three pounds (£10,683) but the actual amount payable is subject to adjustment in accordance with the provision of paragraph 3.1 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 additional facilities at Hassocks Library PROVIDED THAT should Commencement of the Development take place after 31st March 2026, 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 assessed financial contribution of Sixteen Thousand Four Hundred and Thirty pounds (£16,430) but the actual amount payable is subject to adjustment in accordance with the provision of paragraph 3.1 of the FIRST SCHEDULE;
Occupation	means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and Occupied and Occupy shall be construed accordingly;
Payment Notice	means a payment notice in the form attached at APPENDIX 2
Plan	means the plan annexed to this Deed at APPENDIX 1

Planning Appeal	the appeal lodged under reference APP/ against the refusal by the District Council of the Application;
Planning Permission	means the planning permission on appeal granted by the Secretary of State pursuant to the Planning Appeal;
Play Space Contribution	means the assessed financial contribution of Seventeen Thousand One Hundred pounds (£17,100) but the actual amount payable is subject to adjustment in accordance with the provision of paragraph 1.2 of the FIRST SCHEDULE;
Primary Education Contribution	means the assessed financial contribution of Forty Five Thousand One Hundred and Fifty Six pounds (£45,156) but the actual amount payable is subject to adjustment in accordance with the provision of paragraph 2.1 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 education infrastructure required to accommodate the extra demands for primary education that would be generated by the Development and to be used towards additional facilities at Hassocks Infant School and/or The Windmills Junior School and/or another primary school in the planning area of Hassocks should this be more suitable at the time the Contribution is made PROVIDED THAT should Commencement of the Development take place after 31st March 2026, 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;
Review Date	means a date between the date on which the 20th Dwelling is sold/let and before the 21 st 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 16;
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;
Scheme	means a highways scheme which will support active travel improvements within the parish of Hassocks and which will promote pedestrian and cycle movements between the development and local infrastructure;
Secondary Education Contribution	means the assessed financial contribution of Forty Four Thousand Three Hundred and Sixty Two pounds (£44,362) but the actual amount payable is subject to adjustment in accordance with the provision of paragraph 2.3 of the THIRD 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 education infrastructure required to accommodate the extra demands for secondary education that would be generated by the Development and to be used towards additional facilities at Downlands School or another secondary school in the planning area of Hassocks should this be more suitable at the time the Contribution is made PROVIDED THAT should Commencement of the Development take place after 31st March 2026, the sum shall be re-calculated using the latest published census statistics published by the Office for National Statistics;
Secretary of State	means the Secretary of State for Housing, Communities and Local Government from time to time appointed and includes any successor in function;

Submission Viability Assessment means the Viability Assessment with reference DSP25521AK dated August 2025 and prepared by the External Consultant following his independent assessment of the Viability Report prepared by and submitted by the Owner at the planning Application Stage. A copy of the relevant DSP Viability Assessment Appraisal Summer dated August 2025 is attached in Appendix 3;

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 26 Dwellings in the Development that are to be sold/let and other income / revenue sources in the sum of £5,419,735 as agreed by the External Consultant during his assessment.

Submission Viability Assessment GDV means the estimated capital value derived from the sales values of the 26 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 £9,488,880 as assessed by the External 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 Additional Affordable Housing Contribution Formula following the Advanced Stage Review Assessment;

Total Access Demand Contribution means the financial contribution of Fifty One Thousand Nine Hundred and Fifty Four pounds (£51,954) subject to adjustment in accordance with the provision of paragraph 1.1 of the SECOND SCHEDULE and which is calculated which is calculated in accordance with the Total Access Demand Methodology and to be used towards the Scheme and 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 transport infrastructure required to accommodate the extra demands for transport services that would be generated by the Development and to be used towards the Scheme PROVIDED THAT should Commencement of the Development take place after 31st March 2026, 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;

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 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 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.
- 2.4. If the Secretary of State or any person appointed by him to determine the Planning Appeal expressly concludes in the Decision Letter that any of the specified obligations in the First Schedule or the Second Schedule to this Deed in whole or in part fail to meet the statutory tests set out in Regulations 122 or 123 of the CIL Regulations or otherwise expressly makes a finding that no weight should be attached to that obligation in determining the Planning Appeal then the said specified obligation shall from the date of the Decision Letter cease to have effect and shall not be enforceable by the District Council or the County Council to the extent so concluded or found by the Secretary of State.

3. CONDITIONALITY

This Deed shall come into effect immediately upon completion of this Deed save for the provisions of clauses 4, 5, 6, 7 and 11 which are conditional upon the grant of Planning Permission pursuant to the Planning Appeal and the Commencement of Development.

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; and
- 4.2. to give advance written notice of not less than 10 working days to the District Council of the First Occupation Date; and
- 4.3. to give the Review Date Notice to the District Council not less than 10 Working Days before the Review Date; and
- 4.4. 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; and
- 5.2. 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. 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.

9. LOCAL LAND CHARGE

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

10. THE DISTRICT COUNCIL AND COUNTY COUNCIL'S COSTS

- 10.1. The Owner shall pay to the District Council on or before the date of this Deed the District Council's reasonable legal costs up to a maximum of Six Thousand pounds (£6,000) (inclusive of VAT if applicable) together with all disbursements incurred in connection with the preparation, negotiation and completion of this Deed.
- 10.2. The Owner shall pay to the District Council within 10 Working Days of the Planning Permission being granted pursuant to the Appeal the sum of Two Thousand Seven Hundred pounds (£2,700) as a contribution towards the District Council's costs of monitoring the implementation of this Deed.
- 10.3. 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 up to a maximum of Two Thousand pounds (£2,000) (inclusive of VAT, if applicable).
- 10.4. The Owner shall pay the County Council Monitoring Contribution within 10 Working Days of the Planning Permission being granted pursuant to the Appeal the sum of one thousand six

hundred and twenty pounds (£1,620) as a contribution towards the County Council's costs of monitoring the implementation of this Deed.

11. 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.

12. OWNERSHIP

- 12.1. The Owner warrants that no person other than the Owner and the Owner has any legal or equitable interest in the Land.
- 12.2. 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 provided that this clause shall not apply to the sale of individual Dwellings on the Development nor to any disposal of any part or parts of the Land for servicing or utility requirements or to a statutory body or service supply company for the purpose of carrying out their undertaking.

13. 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.

14. 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.

15. AGREEMENTS AND DECLARATIONS

The parties agree that:

- 15.1. nothing in this Deed constitutes a planning permission or an obligation to grant planning permission;
- 15.2. 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;

- 15.3. this Deed shall cease to have effect (insofar only as it has not already been complied with) if:
- 15.3.1 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;
 - 15.3.2 the Appeal is dismissed by the Secretary of State or the Inspector;
 - 15.3.3 the Secretary of State or the Inspector makes a finding and expressly states with in the Decision Letter that this Deed is an immaterial planning consideration and / or that no weight can be attached to this Deed in determining the Appeal and / or that the Deed does not comply with regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended); or
 - 15.3.4 the Secretary of State or the Inspector makes a finding and expressly states with in the Decision Letter that any of the individual planning obligations in this Deed (or part of said planning obligations) are not in accordance with the statutory requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) then such obligation(s) (or part of such obligation) herein as is so identified by the Secretary of State or his appointed inspector shall not be enforceable and shall cease to have effect notwithstanding the remaining provisions of this Deed which (for the avoidance of doubt) shall take effect and remain in effect and enforceable.
- 15.4. 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;
- 15.5. 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;
- 15.6. 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"):
- 15.6.1. 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
 - 15.6.2. 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

15.6.3. 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 []".

15.6.4. 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.

15.7. All financial contributions due under the terms of this Deed shall be accompanied by a fully completed Payment Notice.

15.8. 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.

15.9 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.

16. NOTICES

16.1. 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.

16.2. 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;

- (c) through a document exchange deemed served on the first Working Day after the day on which it would normally be available for collection by the addressee.

17. 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.

18. DISPUTES

- 18.1. 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.
- 18.2. 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:
 - 18.2.1. 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 ("an Expert") ;
 - 18.2.2. where the difference or dispute relates to the carrying out or costing 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 ("an Expert") 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;
 - 18.2.3. where the difference or dispute relates to the calculation, application or interpretation of District Council Contributions or County Council Contributions or any indexation or index-linked adjustment to same be referred to the determination (acting as expert and not as an arbitrator) of an independent Chartered Surveyor experienced in development appraisal and indexation matters being a partner or director practising in a leading firm of surveyors based in the South East of England or London agreed between

the parties in dispute or in default of agreement appointed on the application of any of the parties in dispute by the President of the Royal Institution of Chartered Surveyors ("an Expert").

18.3. 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 18.2.1 or 18.2.2 hereto is applicable.

18.4. Except as aforesaid any expert appointed pursuant to Clauses 18.2.1 or 18.2.2 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.

18.5. 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.

19. 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.

20. 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. Formal Sport Contribution, Play Space Contribution and Kickabout Contribution

- 1.1. To pay to the District Council prior to the Commencement Date the Formal Sport Contribution and such sum shall be Index Linked.
- 1.2. To pay to the District Council prior to the Commencement Date the Play Space Contribution and such sum shall be Index Linked
- 1.3. To pay to the District Council prior to the Commencement Date the Kickabout Contribution and such sum shall be Index Linked.
- 1.4. 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.
- 1.5. If the Formal Sport Contribution and or the Play Space Contribution and or the Kickabout Contribution is or are 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 11 and any such interest shall be treated as part of the Formal Sport Contribution and or the Play Space Contribution and or the Kickabout Contribution.

2. Community Buildings Contribution

- 2.1. To pay to the District Council prior to the Commencement Date the Community Buildings Contribution and such sum shall be Index Linked.
- 2.2. 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.
- 2.3. If the Community Buildings 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 11 and any such interest shall be treated as part of the Community Buildings Contribution.

3. Local Community Infrastructure Contribution

- 3.1. To pay to the District Council prior to the Commencement Date the Local Community Infrastructure Contribution and such sum shall be Index Linked.
- 3.2. 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.
- 3.3. If the Local Community Infrastructure 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 11 and any such interest shall be treated as part of the Local Community Infrastructure Contribution.

4. Affordable Housing Contribution

- 4.1 To pay to the District Council prior to the Commencement Date the Affordable Housing Contribution and such sum shall be Index Linked.
- 4.2 Not to Commence the Development unless and until the Affordable Housing Contribution and any Indexation and Interest payable under this Deed has been paid to the District Council.
- 4.3 If the Affordable Housing 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 11 and any such interest shall be treated as part of the Local Community Infrastructure Contribution.

PART 2

1. Submission of Advanced Stage Review

- 1.1 The Owner shall on the Review Date (but not earlier) either
 - 1.1.1 pay the Additional Affordable Housing Contribution.
 - 1.1.2 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 Advanced Stage Review

- 2.1 If the Owner submits the Advanced Stage Review to the District Council in accordance with Paragraph 1.1.2 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 requirements 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 and properly incurred 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 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 from receipt of the further information pursuant to paragraph 2.3 (whichever is the latest).
- 2.6 If the District Council and the Owner are unable to agree the outcome of the Advanced Stage Review Assessment, within (60) days of the above notification, Clause 18 of this Deed shall apply.

3. Payment of the Additional 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 Additional Affordable Housing Contribution in full up to the Additional 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 20th Dwelling.
- 3.2 The Owner shall give advance written notice of not less than 10 working days of the Occupation date of the 19th Dwelling.
- 3.3 The Owner shall not cause or allow the Occupation of more than 19 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 Additional Affordable Housing Contribution up to the Additional 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 Commencement Date the Total Access Demand Contribution Index Linked to be used towards the Scheme.
- 1.2. Not to cause or allow the Commencement of the Development to occur until the Total Access Demand Contribution has been paid to the County Council.

2. Education Contributions

- 2.1. To pay to the County Council prior to the Commencement Date the Primary Education Contribution Index Linked.
- 2.2. Not to cause or allow the Commencement of the Development to occur until the Primary Education Contribution has been paid to the County Council.
- 2.3. To pay to the County Council prior to the Commencement Date the Secondary Education Contribution Index Linked.
- 2.4. Not to cause or allow the Commencement of the Development to occur until the Secondary Education Contribution has been paid to the County Council.

3. Library Contribution

- 3.1. To pay to the County Council prior to the Commencement Date the Library Contribution Index Linked.
- 3.2. Not to cause or allow the Commencement of the Development to occur until the Library Contribution has been paid to the County Council.

4. Highway Works Scheme

- 5.1 To undertake a Stage 2 and Stage 3 Safety Audit in respect of the Highway Works.
- 5.2 Not to commence the Proposed Development until a Highway Works Scheme has been submitted to and approved in writing by the County Council provided that where a Highway Works Scheme is submitted to the County Council which is not approved a revised Highway Works Scheme shall, within 14 days of receipt of notice in writing from the County Council that the previous Highway Works Scheme is not approved, be submitted to the County Council for approval.
- 5.3 Once the County Council has approved a Highway Works Scheme (the “**Approved Highway Works Scheme**”) to obtain All Requisite Consents including without limitation entering into a Section 278 and/or Section 38 Agreement with the County Council.

- 5.4 After All Requisite Consents have been obtained to carry out in full the Approved Highway Works Scheme and to complete the Highway Works to the satisfaction of the County Council.
- 5.5 Not without the consent of the County Council to allow First Occupation of any Dwelling until such Highway Works have been completed to the satisfaction of 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 sports facilities at Adastra Park (football) and/or Weald Squash and Tennis Club and/or Hassocks (padel tennis courts) and/or London Road Recreation Ground, Hassocks (football).
- 1.2. To expend the Play Space Contribution on improvements to play equipment at Adastra Park and/or Parklands Play Area.
- 1.3. To expend the Kickabout Contribution on Kickabout provision at Adastra Park and/or Parklands Play Area.
- 1.4. To expend the Community Buildings Contribution on St Hassocks Scouts Group and/or *
- 1.5. To expend the Local Community Infrastructure Contribution on car park improvements at Clayton Green Recreation Ground, Hassocks and/or improvements to the public rights of way including cycle routes connecting Hassocks to other communities and/or the provision of allotments in Hassocks parish.
- 1.6. To expend the Affordable Housing Contribution and the Additional Affordable Housing Contribution on Affordable Housing within the District.

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 and/or the Affordable Housing Contribution and/or the Additional Affordable Housing Contribution have not been expended in accordance with paragraph 1 of this THIRD SCHEDULE within 10 (ten) years of receipt of the respective contributions [in full] 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 and/or the Affordable Housing Contribution and/or the Additional Affordable Housing 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 and/or the Affordable Housing Contribution and/or the Additional Affordable Housing 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.

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 1.6 of this THIRD SCHEDULE including the process of obtaining All Requisite Consents

3. Confirmation of Discharge of Obligation

3.1 The District Council shall upon written request from the Owner and within 10 Working Days provide written confirmation as to whether the District Council Contributions have been paid.

3.2 Without limitation to the above, the District Council shall upon written request confirm in writing:

(a) the amount of any District Council Contribution payable under this Deed including the calculation of any indexation applied pursuant to the relevant provisions of this Deed;

(b) whether any such District Council Contribution (together with any applicable indexation) has been paid in full; and

(c) the date of receipt of any such payment.

3.3 Any written confirmation provided by the District Council pursuant to this clause may be relied upon by the Owner and any purchaser, mortgagee, chargee or successor in title as evidence of compliance with the relevant obligations of this Deed.

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 Scheme 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 Hassocks Infant School and/or The Windmills Junior School and/or another primary school in the planning area of Hassocks should this be more suitable at the time the Contribution is made.
- 2.2. To expend the Secondary Education Contribution together with any interest accruing thereon only towards additional facilities at Downlands School or another secondary school in the planning area of Hassocks should this be more suitable at the time the Contribution is made.
- 2.3. It is hereby acknowledge for the avoidance of doubt and without prejudice to paragraphs 2.1 and 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

- 3.1 To expend the Library Contribution together with any interest accruing thereon only towards additional facilities at Hassocks 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 upon written request on such date 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 and 3.1 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.

5. Confirmation of Discharge of Obligation

- 5.1 The County Council shall upon written request from the Owner and within 28 Working Days provide written confirmation as to whether the obligations contained in this Deed which are Qualifying Triggers have been complied with.
- 5.2 Without limitation to the above, the County Council shall upon written request confirm in writing:
- (a) the amount of any County Council Contribution payable under this Deed including the calculation of any indexation applied pursuant to the relevant provisions of this Deed;
 - (b) whether any such County Council Contribution (together with any applicable indexation) has been paid in full; and
 - (c) the date of receipt of any such payment.
- 5.3 Any written confirmation provided by the County Council pursuant to this clause may be relied upon by the Owner and any purchaser, mortgagee, chargee or successor in title as evidence of compliance with the relevant obligations of this Deed.

APPENDIX 1
THE PLAN

APPENDIX 2
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:

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 3
VIABILITY ASSESSMENT

For: Mid Sussex District Council

Review of Applicant Submitted Viability Position

**60 Keymer Road
Hassocks
BN6 8AR**

**August 2025
(DSP25521AK)**

Table of Contents

1. Notes and Limitations	1
2. Introduction	3
3. Review of Submitted Viability Assumptions	8
4. Findings Summary	21

1. Practice and Limitations

- 1.1.1. This review and its findings are intended purely for the purpose of providing Mid Sussex District Council (MSDC) with an independent check of, and opinion on, the planning applicant's viability information and stated position in this case.
- 1.1.2. In the preparation of this review Dixon Searle Partnership has acted with objectivity, impartiality, without interference and with reference to appropriate available sources of information.
- 1.1.3. This report and any associated work does not provide or amount to formal valuation advice.
- 1.1.4. So far as we have been able to see, the information supplied to DSP to inform and support this review process has not been provided on a confidential basis. However, potentially some of the information included may be regarded as commercially sensitive. Therefore, we suggest that the Council and prospective / current or subsequent planning applicant may wish to consider this aspect together. DSP confirms that we are content for our review information, as contained within this report, to be used as may be considered appropriate by the Council (we assume with the applicant's agreement if necessary). In looking at 'Accountability', since July 2018 (para. 021 revised in May 2019), the published national Planning Practice Guidance (PPG) on viability says on this; 'Any viability assessment should be prepared on the basis that it will be made publicly available other than in exceptional circumstances.'
- 1.1.5. Dixon Searle Partnership conducts its work only for Local Authorities and selected other public organisations. We do not act on behalf of any development interests. We have been and are involved in the review of other planning stage proposals within the MSDC area and have previously been involved in strategic level (development plan/planning policy) projects.
- 1.1.6. In any event we can confirm that no conflict of interests exists, nor is likely to arise given our approach and client base. This is kept under review. Our fees are all quoted in advance and agreed with clients on a fixed or capped basis, with no element whatsoever of contingent/incentive/performance related payment.

- 1.1.7. We have undertaken this as a desk-top exercise as is appropriate for this stage and level of review. For general familiarisation we have considered the site context from the information supplied by the Council and using available web-based material.
- 1.1.8. This document has been prepared for this specific reason and should not be used for any other purpose without the prior written authority of Dixon Searle Partnership (DSP); we accept no responsibility or liability for the consequences of this document being used for a purpose other than for which it was commissioned. To the extent that the document is based on information supplied by others, Dixon Searle Partnership accepts no liability for any loss or damage suffered by the client.

2. Introduction

- 2.1.1. Dixon Searle Partnership (DSP) has been commissioned by Mid Sussex District Council (MSDC) to carry out an independent review of the 'Financial Viability Appraisal' (FVA) dated February 2025 and supplied to the Council on behalf of the applicant, by S106 Management (S106M). This is in relation to the proposed development at 60 Keymer Road, Hassocks, BN6 8AR.
- 2.1.2. The FVA has been submitted in support of a full planning application (reference DM/25/0484) which seeks permission for the *"Mixed use redevelopment of the site comprising of ground floor commercial/community use and 26 No. new residential units on upper floors alongside associated parking and public realm improvements."*
- 2.1.3. The new District Plan 2021 – 2039 was submitted for examination on 8th July 2024. However, the Development Plan for the area currently comprises the Mid Sussex District Plan 2014-2031. Policy DP31: Affordable Housing states:

"The Council will seek:

- 1. the provision of a minimum of 30% on-site affordable housing for all residential developments providing 11 dwellings or more, or a maximum combined gross floorspace of more than 1,000m²;*
- 2. for residential developments in the High Weald Area of Outstanding Natural Beauty providing 6 – 10 dwellings, a commuted payment towards off-site provision, equivalent to providing 30% on-site affordable housing;*
- 3. on sites where the most recent use has been affordable housing, as a minimum, the same number of affordable homes should be re-provided, in accordance with current mix and tenure requirements;*
- 4. a mix of tenure of affordable housing, normally approximately 75% social or affordable rented homes, with the remaining 25% for intermediate homes, unless the best available evidence supports a different mix; and*
- 5. free serviced land for the affordable housing".*

- 2.1.4. The Council has informed us that in this case although a policy compliant approach would lead to the provision of 8 affordable dwellings, in this instance the Council would accept a commuted sum of £488,000 towards the provision of off-site affordable housing.
- 2.1.5. In presenting their viability position, the applicant has supplied to the Council the aforementioned 'Financial Viability Appraisal' (FVA) together with Appendices including floorplans, values evidence and a pdf version of the submitted appraisal. We have also been provided with an electronic version of the submitted development appraisal, carried out using the former Housing Corporation Economic Appraisal Tool (HCEAT).
- 2.1.6. For context, DSP has also had sight of the documents contained within the Council's online planning application file.
- 2.1.7. We have considered the assumptions individually listed within the FVA and provided our commentary based on those whilst also carrying out sensitivity testing using the same appraisal where opinion differs from that of the applicant's agent.
- 2.1.8. This report does not consider planning policy or the wider aspects in the background to or associated with the Council's consideration of this scenario. DSP's focus is on the submitted viability assumptions and therefore the outcomes (scope to generate land value and profit while also supporting the development costs and planning policies) associated with that aspect of the overall proposals.
- 2.1.9. For general background, a viable development could be regarded as the ability of a development project to meet its costs including the cost of planning obligations, while ensuring an appropriate site value (i.e. existing use value plus a reasonable premium) for the landowner and a market risk adjusted return to the developer in delivering that project. The Government's Planning Practice Guidance (PPG) on Viability sets out the main principles for carrying out a viability assessment. It states:

'Viability assessment is a process of assessing whether a site is financially viable, by looking at whether the value generated by a development is more than the cost of developing it. This includes looking at the key elements of gross development value, costs, land value, landowner premium, and developer return...Any viability assessment should follow the government's recommended approach to assessing viability as set out

in this National Planning Guidance and be proportionate, simple, transparent and publicly available. Improving transparency of data associated with viability assessment will, over time, improve the data available for future assessment as well as provide more accountability regarding how viability informs decision making...In plan making and decision making viability helps to strike a balance between the aspirations of developers and landowners, in terms of returns against risk, and the aims of the planning system to secure maximum benefits in the public interest through the granting of planning permission'.¹

- 2.1.10. The submitted development appraisals have been run in a way which take account of the benchmark land value (BLV) of the site (assumed at £1,030,000) and assess the level of additional residual potentially available in excess of that after allowing for a fixed developer's profit (17.5% of GDV for market housing). Therefore, an approach has been taken that sets out to consider, in the applicant's view, the maximum supportable level of contributions towards affordable housing.
- 2.1.11. The result of the submitted 100% open market appraisal indicates a negative residual land value of -£216,905. Set against the assumed BLV, the scheme produces a deficit of -£1,246,905. The FVA calculates that when the deficit is deducted from the target profit, the scheme produces an actual profit of 4.36% of GDV. The profit output as presented falls considerably below the stated profit target (at 17.5% GDV as noted above) and potentially indicates that the applicant is considering alternative assumptions as part of bringing this scheme forward.

Summary Table (Source: FVA)

GDV	£9,488,880.44
Costs exc land and profit	£7,579,986.89
Finance	£465,244.46
Return	£1,660,554.08
BLV	£1,030,000.00
RLV	(£216,904.99)
RLV-BLV	(£1,246,904.99)
Target profit	17.50%
Actual profit	4.36%

¹ Paragraph: 010 Reference ID: 10-010-20180724

- 2.1.12. The FVA concludes that: *'this FVA demonstrates that, on a 100% open market basis, the benchmark land value exceeds the residual land value of the scheme. Therefore, the development cannot viably provide the targeted contributions.'*
- 2.1.13. This review does not seek to pre-determine any Council positions and merely sets out our opinion on the submitted viability assumptions and outcomes in order to inform the Council's discussions with the applicant and its decision making; it deals only with viability matters, in accordance with our instructions.
- 2.1.14. DSP's remit is to review the submitted information to assess whether the stated viability scope available to support planning obligations (for affordable housing and/or other matters) is the most that can reasonably be expected at the time of the assessment. Our brief does not go as far as confirming what should be the outcome where schemes are stated or verified as being non-viable per se, based on a viability submission or any subsequent review. It is for the applicant to decide whether there is sufficient justification to pursue a scheme, financially. While an absence of (or insufficient level of) planning obligations will be a material consideration, we are not aware that proof of positive viability is in itself a criterion for acceptable development under current national policy. The Council may wish to consider these matters further, however.
- 2.1.15. In this context, MSDC requires our opinion as to whether the viability figures and position put forward by the applicant are reasonable. We have therefore considered the information submitted. Following our review of the key assumptions areas, this report provides our views – information all provided below.
- 2.1.16. We have based our review on the submitted FVA on the premise that the viability of the scheme should be considered based on the assumption of current costs and values. We then discuss any variation in terms of any deficit (or surplus) created from that base position by altering appraisal assumptions (where there is disagreement if any) utilising in this case the supplied appraisal basis as a starting point.
- 2.1.17. This assessment has been carried out by Dixon Searle Partnership, a consultancy which has many years combined experience in the development industry working for Local Authorities, developers, Housing Associations and in consultancy. As consultants, we have a considerable track record of assessing the viability of schemes and the scope for Local Authority planning obligation requirements. This expertise includes viability-

related work carried out for many Local Authorities nationwide over more than 20 years.

2.1.18. The purpose of this report is to provide our overview comments with regard to this individual scheme, on behalf of MSDC - taking into account the details as presented. It will then be for the Councils to consider this information in the context of the wider planning objectives in accordance with its policy positions and strategies.

2.1.19. In carrying out this type of review a key theme for us is to identify whether, in our opinion, any key revenue assumptions have been under-assessed (e.g., sales value estimates) or any key cost estimates (e.g., build costs, fees, etc.) over-assessed – since both of these effects can reduce the stated viability outcome.

3. Review of Submitted Viability Assumptions

3.1 Overview of Approach

3.1.1 The following commentary reviews the applicant's submitted viability assumptions as explained within the FVA and the accompanying development appraisal.

3.1.2 Primarily the review process takes into account the fact that the collective impact of the various elements of the cost and value assumptions is of greatest importance, rather than necessarily the individual detailed inputs in isolation. We have considered those figures provided, as below, and reviewed the impact of trial changes to particular submitted assumptions.

3.1.3 This type of audit / check is carried out so that we can give the Council a feel for whether or not the result is approximately as expected – i.e., informed by a reasonable set of assumptions and appraisal approach.

3.1.4 Should there be changes to the scheme proposals relative to the details now under review, this would obviously impact on the appraisal outputs.

3.2 Benchmark Land Value

3.2.1 In all appraisals of this type, the base value (value of the site or premises – e.g., in existing use) is one of the key ingredients of scheme viability. A view needs to be taken on land value so that it is sufficient to secure the release of the site for the scheme (sale by the landowner) but is not assumed at such a level that restricts the financial capacity of the scheme to deliver suitable profits (for risk reward), cover all development costs (including any abnormals) and provide for planning obligations as a part of creating sustainable development. This can be a difficult balance to reach, both in terms of developers' dealings with landowners, and Councils' assessments of what a scheme has the capacity to bear.

3.2.2 The RICS (Royal Institution of Chartered Surveyors) Professional Standard: 'Assessing viability in planning under the national Planning Policy Framework 2019 for England' (reissued April 2023) took effect from 1st July 2021 when it was previously published as a guidance note. Its emphasis reflects the Planning Practice Guidance (PPG) on Viability

as noted below, and the PPG will remain the primary source of guidance in this field – viability in planning.

- 3.2.3 The RICS Professional Standard states that: *'The BLV should not be expected to equate to market value. [...] The BLV is not a price to be paid in the marketplace; it is a mechanism by which the viability of the site to provide developers' contributions can be assessed. It should be set at a level that provides the minimum return at which a reasonable landowner would be willing to sell.'*
- 3.2.4 It goes on to state: *'The BLV is a benchmark value against which the developer contributions can be assessed. Once those contributions have been set, land markets should take the level of policy requirements into account, just as all markets should take all relevant factors that affect value into account. PPG paragraph 013 states that 'Landowners and site purchasers should consider policy requirements when agreeing land transactions. This means that the actual price paid for a site cannot be used to reduce developer contributions.'*
- 3.2.5 The latest PPG on viability and the NPPF (most recently updated in December 2024) very clearly advise that land value should be based on the value of the existing use plus an appropriate level of premium or uplift to incentivise release of the land for development from its existing use. With regard to how land value should be defined for the purpose of viability assessment it states: *'To define land value for any viability assessment, a benchmark land value should be established on the basis of the existing use value (EUV) of the land, plus a premium for the landowner.'*
- 3.2.6 The guidance defines existing use value as: *'the first component of calculating benchmark land value. EUV is the value of the land in its existing use together with the right to implement any development for which there are policy compliant extant planning consents, including realistic deemed consents, but without regard to alternative uses. Existing use value is not the price paid and should disregard hope value. Existing use values will vary depending on the type of site and development types. EUV can be established in collaboration between plan makers, developers and landowners by assessing the value of the specific site or type of site using published sources of information such as agricultural or industrial land values, or if appropriate capitalised rental levels at an appropriate yield. Sources of data can include (but are not limited to): land registry records of transactions; real estate licensed software packages; real estate*

market reports; real estate research; estate agent websites; property auction results; valuation office agency data; public sector estate/property teams' locally held evidence.'

3.2.7 It states that a Benchmark Land Value should:

- *'be based upon existing use value*
- *allow for a premium to landowners (including equity resulting from those building their own homes)*
- *reflect the implications of abnormal costs; site-specific infrastructure costs; and professional site fees and*
- *be informed by market evidence including current uses, costs and values wherever possible. Where recent market evidence is used to inform assessment of benchmark land value this evidence should be based on developments which are compliant with policies, including for affordable housing. Where this evidence is not available plan makers and applicants should identify and evidence any adjustments to reflect the cost of policy compliance. This is so that historic benchmark land values of non-policy compliant developments are not used to inflate values over time.'*

3.2.8 The guidance further states that: *'Where viability assessment is used to inform decision making under no circumstances will the price paid for land be a relevant justification for failing to accord with relevant policies in the plan.'* It goes on to state: *'Policy compliance means that the development complies fully with up to date plan policies including any policy requirements for contributions towards affordable housing requirements at the relevant levels set out in the plan. A decision maker can give appropriate weight to emerging policies. Local authorities can request data on the price paid for land (or the price expected to be paid through an option or promotion agreement.)'*

3.2.9 With regard to assuming an alternative use value to determine BLV the guidance states: *'For the purpose of viability assessment alternative use value (AUV) refers to the value of land for uses other than its current permitted use, and other than other potential development that requires planning consent, technical consent or unrealistic permitted development with different associated values. AUV of the land may be informative in establishing benchmark land value. If applying alternative uses when establishing benchmark land value these should be limited to those uses which have an existing*

implementable permission for that use. Where there is no existing implementable permission, plan makers can set out in which circumstances alternative uses can be used. This might include if there is evidence that the alternative use would fully comply with development plan policies, if it can be demonstrated that the alternative use could be implemented on the site in question, if it can be demonstrated there is market demand for that use, and if there is an explanation as to why the alternative use has not been pursued. Where AUV is used this should be supported by evidence of the costs and values of the alternative use to justify the land value. Valuation based on AUV includes the premium to the landowner. If evidence of AUV is being considered the premium to the landowner must not be double counted.'

- 3.2.10 It is therefore clear that the only acceptable approach to defining a benchmark land value for the purposes of a viability assessment, is the EUV+; or, exceptionally, AUV.
- 3.2.11 The application site is described as a former National Tyre Centre extending to 6,240 sq. feet. S106M has sought an opinion on value from Mr John Carter; an extract of the opinion is included in the FVA.
- 3.2.12 Mr Carter states that a representative of Oakley Commercial estate agents has advised that rents on the nearby Ditchling Common industrial estate range between £10-£12 per sq. ft. Mr Carter assumes a rent of £12 per sq. ft. applied to the subject premises and capitalises this using a yield assumption of 8% to arrive at a capital value in existing use of £936,000.
- 3.2.13 The FVA applies a landowner's premium of 10% over EUV to arrive at an EUV+/BLV of £1,030,000.
- 3.2.14 We have considered rents of light industrial premises throughout West Sussex. We note that guide rents in the proximity of the application site range between £8 and £17 per sq. ft. The highest end of the range identified relates to Gatehouse Hub, which is a new build industrial development. The properties with the larger floor areas (c. 4,000 – 11,000 sq. feet) appear to achieve the lowest rents between £8 and £10 per sq. ft.



Shoreham Rd

Henfield, BN5 9SL

3,600 sq ft Industrial Space
£8.33 sq ft/pa
1 Unit Available Now



Marchants Way Site N

Burgess Hill, RH15 8QY

10,918 sq ft Industrial Space
£9.62 sq ft/pa



43 Victoria Rd Victoria Business Centre

Burgess Hill, RH15 9LR

1,388 - 3,276 sq ft Light Industrial Spaces
£11.89 - £11.92 sq ft/pa
2 Units Available Now



Stairbridge Ln Unit 49

Bolney, RH17 5PA

1,923 sq ft Industrial Space
£13.00 sq ft/pa
1 Unit Available Now



Gatehouse Ln Bedford Park

Hassocks, BN6 9LE

4,840 sq ft Industrial Spaces
£17.05 sq ft/pa

- 3.2.15 We have also reviewed guide rents at Ditchling Common industrial estate, which we note range between £9 and £13.50 per sq. ft. The estate covers a site of 8 acres and is a multi-let business park, with good road connections to Gatwick Airport, Brighton and London. We do not consider this industrial estate to be directly comparable to the subject property, which forms part of the commercial frontage of Hassocks village centre.

Source: Loopnet

SPACE	SIZE	TERM	RATE	USE	CONDITION	AVAILABLE
Ground - OPQ (D&E)	727 sq ft	Negotiable	£13.00 /sq ft/pa	Light Industrial	Partial Fit-Out	30 Days
Ground - OPQ (HJ&K)	1,488 sq ft	Negotiable	£10.50 /sq ft/pa	Light Industrial	Partial Fit-Out	30 Days
Ground - OPQ (L)	1,230 sq ft	Negotiable	£9.00 /sq ft/pa	Light Industrial	Partial Fit-Out	30 Days
Ground - OPQ(A)	708 sq ft	Negotiable	£13.00 /sq ft/pa	Light Industrial	Partial Fit-Out	30 Days
Ground - OPQ(M)	1,042 sq ft	Negotiable	£13.50 /sq ft/pa	Light Industrial	Partial Fit-Out	30 Days

Source: Planning Statement



Site Context – View from Keymer Road looking southwest

- 3.2.16 Overall, based on the available evidence, we consider that a lower rental assumption should be considered here, particularly as the premises have been unoccupied since October 2023. We have assumed a rent of £9 per sq. ft. and applied to the subject property this indicates annual rental potential of say £56,000 (rounded).
- 3.2.17 We have reviewed the Knight Frank yield guide which indicates yields of 6.5-7.0% for good secondary estates in the warehouse and industrial sector. Therefore, capitalising our lower assumed rent using the submitted yield of 8% (which although still potentially positive is not an unreasonable assumption in our view) indicates a capital value of £659,750 after deducting purchaser's costs of 5.75%.

- 3.2.18 It is appropriate to consider a landowner's premium as per the FVA and applying a 10% premium, consistent with that, produces an EUV+ of £725,000 (rounded). We have tested the scheme against this lower BLV.

3.3 Land acquisition costs

- 3.3.1 The development appraisal includes acquisition costs consisting of 1% for agent's fees, 0.75% for legal fees and SDLT at 5%, applied to the residual land value.
- 3.3.2 We consider these assumptions to be broadly appropriate, and we have not adjusted these in our appraisal.

3.4 Gross Development Value – market housing

- 3.4.1 The subject scheme comprises 8no. 1-bedroom, 15no. 2-bedroom and 3no. 3-bedroom apartments. In total, the proposed development will provide 26no. apartments with a total GIA of 1,864.9 sq. metres together with 190.2 sq. metres of commercial/community space, which we will comment on below. In addition, we note that the proposed development includes a communal lounge and guest suite, which is not typically provided for standard (general/unrestricted occupier) flatted developments. We note that the Planning Statement submitted with the planning application states that the applicant intends to explore the possibility of delivering the scheme as an over-55s housing development, however, the proposal is currently submitted as an unrestricted Use Class C3 residential use. We have considered the assumed values on the same basis.
- 3.4.2 Following a market research exercise, looking at re-sale properties within ¼-mile of the application site and newbuild within 5-miles, the FVA assesses the GDV on the basis of an individual plot pricing schedule with the assumed values ranging between £300,000 and £320,000 for the 1-bedrooms, between £350,000 and £380,000 for the 2-bedrooms and between £395,000 and £400,000 for the 3-bedroom apartments.
- 3.4.3 The total GDV included in the submitted appraisal is £8,975,000 equivalent to an average value of £4,813 per sq. metre.

- 3.4.4 In order to assess whether the assumed values are reasonable, we have reviewed the submitted evidence and we have carried out our own desktop research including data from the Land Registry and advertised prices on property websites.
- 3.4.5 The newbuild data for Hassocks is limited and we have, therefore, extended our research to a 6-mile radius. The Land Registry indicates an average sold value (updated in line with the House Price Index for Mid Sussex) of £4,725 per sq. metre for newbuild flats sold for the period May 2022 – May 2025. The data appears consistent with the submitted view taken on values for the proposed properties.
- 3.4.6 We have also considered newbuild properties currently being marketed for sale. We note a Taylor Wimpey development at Ockley Park, Hassocks. Two-bedroom apartments are being marketed for sale with a guide price of £310,000.




Ockley Lane, Hassocks, West Sussex BN6 8NY ×

Apartment  2

0.88 miles

Ready to move into this year and £15,000* Deposit Contribution available and a fully integrated kitchen with Electrolux appliances...

NEW HOME [Ockley Park Development](#) >

Added on 10/07/2025 by Taylor Wimpey

£310,000

DEPOSIT INCENTIVE AVAILABLE

Taylor Wimpey 01270 447726 Local call rate  **Contact**  **Save**

- 3.4.7 We also note a Charles Church development at Templegate, Burgess Hill, where newbuild flats are being marketed for sale with guide prices ranging between £290,000 and £305,000 for 2-bedrooms and 1-bedrooms flats at £215,000. We would expect the subject scheme to achieve higher values, due to its location.




Keymer Road, Burgess Hill, RH15 0XT ✕

Flat  2

1.64 miles

Charles Church is pleased to present Templegate, a collection of energy-efficient new homes in Burgess Hill. With house styles...

NEW HOME [Templegate Development >](#)

Added on 22/04/2025 by Charles Church

£305,000 JUST LAUNCHED

 **Charles Church** 01444 718210 Local call rate  **Contact**  **Save**




Keymer Road, Burgess Hill, RH15 0XT ✕

Flat  1

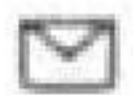
1.64 miles

Charles Church is pleased to present Templegate, a collection of energy-efficient new homes in Burgess Hill. With house styles...

NEW HOME [Templegate Development >](#)

Added on 22/04/2025 by Charles Church

£215,000 JUST LAUNCHED

 **Charles Church** 01444 718210 Local call rate  **Contact**  **Save**

3.4.8 Overall, based on the available data we consider the assumed values to be suitable at this stage. However, if the proposal were to be delivered as an over-55s housing development or similar, or indeed changed in another way, our view is that this would have an impact on the assumed values and we need to reserve scope to revisit the values assumptions as considered appropriate.

3.4.9 It is also worth noting that any improvement in the sales value assumptions (compared with a level set at the point of the appraisal) would most likely be reflected in an improvement in scheme viability. Whilst the opposite could also occur (the sales values could fall relative to the assumptions made), that is the developer's (applicant's) risk, and such factors need to be kept in mind in making an overall assessment of the applicant's position.

3.5 Gross Development Value – commercial/community facility

3.5.1 As noted above, the proposed development also includes 2no. units - extending to 190.2 sq. metres - of commercial space.

3.5.2 The FVA adopts an assumed rent of £200 per sq. metre (£19 per sq. ft.) capitalised at a yield of 7% to produce a capital value of £513,880 after the deduction of purchaser's costs at 5.75%.

3.5.3 We have undertaken our own research into commercial rents within Hassocks. We note ground floor units at Market Place being marketed to let with guide rents equivalent to £25 per sq. ft. First floor units are being marketed with guide rents equivalent to £9 per sq. ft. Offices at Church Walk are being marketed with guide rents equivalent to £12 per sq. ft.

3.5.4 Overall, based on our research, we do not consider the submitted assumptions to be unreasonable.

3.6 Cost Assumptions – Build Costs & Fees

3.6.1 Although, S106M state in the FVA that they favour the BCIS median rate for schemes proposing over 10no. units, the submitted appraisal adopts the BCIS upper quartile rate for flats 3-5 storey, which at the time of the report is shown to be £2,242 per sq. metre.

3.6.2 The assumed values do not appear to reflect a higher than average specification, and therefore, we have tested the latest (5-year data set) BCIS median rate for flats 3-5 storey rebased to a Mid-Sussex location factor – a rate of £2,028 per sq. metre.

3.6.3 The build rate has been applied to the total floor area of 2,275 sq. metres. The net:gross ratio is 82% meaning that approximately 18% of the overall built floorspace is in the form of communal, non-saleable floorspace. The extent of the communal floorspace is towards the upper end of the range of typical allowances for the development type; however, as noted above the proposal includes a communal lounge and guest suite.

3.6.4 An allowance of 15% for external works has been applied to the residential base build costs. We note from the Block Plan (image extracted below) that there appears to be a limited scope of such works, however. We have therefore reduced the allowance to 10%, a more reflective approach for such a development, in our opinion.

3.6.5 A further allowance of 0.75% of the residential base build cost has also been included relating to BNG (Biodiversity Net Gain). We have reduced the allowance to 0.5% in our appraisal based on the Government's impact assessment which suggests costs would be no more than 0.5% of base build cost for a scheme of this type.

3.6.6 For the proposed commercial units, the submitted appraisal applies a rate of £1,734 per sq. metre based on the BCIS median rate for 'mixed commercial developments'. We have reviewed the latest available BCIS data and consider this to be a suitable approach.

3.6.7 A contingency allowance has been included at 5% of works cost, which is not unreasonable in our view.

3.7 Professional fees

3.7.1 In addition to the above build costs, an allowance of 10% has been included for professional fees. For the purposes of our sensitivity testing, consistent with MSDC's typical approach on this assumption, we have applied a lower assumption of 8%, which we understand has been possible to agree on the majority of reviews where viability has been considered at MSDC.

3.8 CIL / Planning Obligations

3.8.1 MSDC does not currently charge CIL. The FVA includes an allowance of £198,314 for S106 contributions. The Council has, however, provided DSP with details of the contributions required, which we are asked to assume as follows:

Education (Primary)	£45,156
Education (Secondary)	£44,362
Education (Sixth Form)	£0
Libraries	£10,683
TAD	£51,954
Play equipment	£17,100
Kickabout	£14,364
Formal Sport	£25,242
Community Buildings	£14,477
Local Community Infrastructure	£16,430
Total	£239,768

3.8.2 Therefore, we have applied this alternative higher allowance in our trial appraisals.

3.8.3 DSP is not able to comment on the FVA points on 'vacant building credit' (VBC) that it notes would have the effect of reducing proportionally the affordable housing contribution sought under policy. However, we have been advised by MSDC that VBC does not apply in this case.

- 3.8.4 It should be noted that any change in the chargeable sum would have an impact on the overall viability of the scheme as viewed through the appraisal - a reduction in the S106 cost assumption would improve the viability outcome and an increase would pull it downwards (looking at the effect of this assumption only). In all such reviews, we assume that all requirements that are necessary to make a scheme acceptable in planning terms will have to be included.

3.9 Development Timings

- 3.9.1 The development timings set out in the FVA assume a 6-month pre-construction period, an 18-month construction period. Sales are assumed to commence at month 16 and take place over a 6-month period. The total project length is 22 months.

- 3.9.2 The commercial/community space is assumed to be let at construction completion.

- 3.9.3 We consider the assumed development timings to be appropriate.

3.10 Development Finance

- 3.10.1 Typically, in the recent period we have seen finance rates of 6.5% - 8.0% being submitted for viability appraisal purposes, with those assumptions representative of the costs inclusive of all fees.

- 3.10.2 Finance costs have been included using an 8.0% debit interest rate (on the same basis i.e. with no further fees allowances made). The assumed debit rate is at the upper end of the range of submitted assumptions that we see. Accordingly, we have tested, for the purposes of this review, a finance rate of 7.5% (representing costs including all ancillary fees).

3.11 Agent's, Marketing & Legal costs

- 3.11.1 The submitted appraisal includes sales and marketing fees of 3%. This is at the upper end of the range typically seen, and for the purposes of this review, we have tested an assumption of 2%.

- 3.11.2 Legal fees (on sale) are also included at £1,000 per unit within the development appraisal. This assumption is broadly appropriate in our view.

- 3.11.3 Letting fees for the commercial/community facility are included at 10% of annual rent with marketing costs of 1% and sales fees of 1.75% of sales revenue. In general, these assumptions are within typical parameters.

3.12 Developer's Risk Reward – Profit

- 3.12.1 The Planning Practice Guidance (PPG) on Viability states: *'Potential risk is accounted for in the assumed return for developers at the plan making stage. It is the role of developers, not plan makers or decision makers, to mitigate these risks. The cost of fully complying with policy requirements should be accounted for in benchmark land value. Under no circumstances will the price paid for land be relevant justification for failing to accord with relevant policies in the plan'*. It goes on to state: *'For the purpose of plan making an assumption of 15-20% of gross development value (GDV) may be considered a suitable return to developers in order to establish the viability of plan policies. Plan makers may choose to apply alternative figures where there is evidence to support this according to the type, scale and risk profile of planned development. A lower figure may be more appropriate in consideration of delivery of affordable housing in circumstances where this guarantees an end sale at a known value and reduces risk. Alternative figures may also be appropriate for different development types'*.
- 3.12.2 The PPG, as above, although silent in terms of decision making, does set out a range of between 15% and 20% on GDV for market housing; lower for affordable housing in relation to plan making. Given that the NPPF and PPG expect planning applications to be consistent with the plan making stage, it is therefore also appropriate to assume that the range 15% - 20% on GDV (lower for affordable housing) may be considered at the decision taking stage.
- 3.12.3 In this case, the target level of profit has been included as a fixed input at 17.5% of GDV on market housing and the commercial/community unit. We consider the assumption to be suitable for market housing; however, we have applied a more typical assumption of 15% of GDV to the commercial space

4. Findings Summary

4.1.1. The overall approach to assessing the viability of the proposed development appears to be appropriate in our opinion.

4.1.2. We consider several of the submitted assumptions to be fair, however there are areas we have queried or where a difference of opinion exists. In brief summary, these are as follows:

- Benchmark Land Value (paragraph 3.2) – we have tested a lower BLV of £725,000, a reduction of £305,000 from the submitted £1,030,000.
- Build costs (paragraph 3.6) – we have used the BCIS median rate for the residential element, compared to the submitted approach adopting the BCIS upper quartile rate. For the testing purposes, we have also reduced the external works allowance from 15% to 10% and the BNG costs from 0.75% to 0.5%. Excluding contingency, our alternative assumptions result in a total cost of £5,419,735, reduced from the submitted £6,210,043.
- Professional fees (paragraph 3.7) – we have made a downward adjustment within our trialling, from 10% to 8%.
- S106 contributions (paragraph 3.8) - we have updated the assumed cost figure, using the Council's more significant s106 schedule to incorporate the latest requirements. Our trial appraisal includes a total sum of £239,768.
- Development finance (paragraph 3.10) – we have tested a reduced assumption of a 7.5% interest rate (a downward adjustment from the submitted 8.0%).
- Sales and marketing costs (paragraph 3.11) on sale of the market housing – again for the purposes of further exploring what has been presented as an unviable scenario per se, we have tested a lower assumption of 2% (reduced from the submitted 3%).

- Developer's Profit (paragraph 3.12) – we have tested a more typical profit level of 15% on GDV for the commercial element. We have maintained the submitted target assumption of 17.5% on GDV for the residential element.
- 4.1.3. The submitted 100% open market appraisal indicates a negative residual land value of -£216,905. Set against the assumed BLV, the scheme as presented produces a deficit of -£1,246,905. It appears counter intuitive that a scheme would progress on such a basis. The FVA calculates that when the deficit is deducted from the target profit, the scheme produces an actual profit of 4.36% of GDV.
- 4.1.4. Applying our adjustments above to the scheme as proposed and appraised produces a positive residual land value of £746,682. When set against DSP's lower BLV of £725,000 indicates a surplus of £21,682.
- 4.1.5. Overall, therefore, the proposed scheme appears to be marginal; however, DSP's alternative appraisal outcome is likely to better reflect how the scheme could be expected to be brought forward rather than as presented with a profit level of c. 4% on GDV.
- 4.1.6. To conclude, our view is that there is potentially scope for a small contribution towards affordable housing, in the region of c. £20,000. This is not ruled out rather than a nil outcome. However, the scheme is unlikely to be sufficiently viable to support close to the full policy compliant contribution towards affordable housing in addition to supporting the necessary s106 contributions for other matters. This assumes that the proposal will be delivered as standard residential housing; however, if the scheme is brought forward as housing for the over-55s or similar, the assumptions adopted here may require revisiting. We recommend that MSDC bears this in mind.
- 4.1.7. We need to be clear that our review is based on current day costs and values assumptions as described within our review based on the current scheme(s) as submitted. A different scheme may of course be more or less viable – we are only able to review the information provided.
- 4.1.8. Of course, no viability report or assessment can accurately reflect costs and values until a scheme is built and sold – this is the nature of the viability process and the reason for local authorities needing to also consider later stage review mechanisms when

developments fall short of policy provision. In this sense, the applicant and their agents are in a similar position to us in estimating positions at this stage – it is not an exact science by any means, and we find that opinions can vary.

- 4.1.9. As regards the wider context including the current economic situation, in accordance with the relevant viability guidance our review is based on current day costs and values – a current view is appropriate for this purpose. The most recent (national) reporting suggests that the housing market generally steady or improving, with average house prices reported as having increased slightly and prospects for 2025 - 2026 overall seen as stable. Construction costs are still increasing, but at a much lower rate than has been experienced in previous years and these are seen to be stabilising currently.
- 4.1.10. The RICS Professional Standard notes that ‘Development risk’ reflects: *‘The risk associated with carrying out, implementing and completing a development, including site assembly, planning, construction, post-construction letting and sales’* and that *‘The return for the risk is included in the developer return and the PPG makes it clear that it is the developer’s job to mitigate this risk, not plan makers and decision takers.’* This is all part of the usual development process. Furthermore, in reflecting the PPG the RICS Professional Standard notes: *‘PPG paragraphs 007 and 009 reflect on the impact of market cyclicity during the life of the plan. Paragraph 007 gives market downturns as one example of the justification for a site-specific FVA, but it is restricted to “a recession or similar significant economic change”. This implies the exclusion of normal market cyclicity, which is embedded in the level of developer return.’*
- 4.1.11. DSP will be happy to advise further if required by MSDC.

Review report ends
August 2025

Appendix I – DSP version of the applicant’s submitted appraisal

GVA GRIMLEY & BESPOKE PROPERTY GROUP
THE HOUSING CORPORATION ECONOMIC APPRAISAL TOOL

SUMMARY

Site Address	60 Keymer Road, Hassocks, BN6 8AR
Site Reference	
Scheme Description	Demolition of existing buildings, site clearance and erection of block containing Class E accommodation on the GF and 27 apartments above
Date	16 02 2025
Site Area (hectares)	
Author & Organisation	S106 Management Ltd
Housing Corporation Officer	

Housing Mix (Affordable + Open Market)

Total Number of Units	26	units
Total Number of Open Market Units	26	units
Total Number of Affordable Units	0	units
Total Net Internal Area (sq m)	1,865	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

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

Affordable Housing Tenure 5:Intermediate - Discounted Market 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 5 £0

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

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

Social Housing Grant per Affordable Housing Person -
 Social Housing Grant per Social Rented Person -
 Social Housing Grant per Intermediate Person -

TOTAL VALUE OF SOCIAL HOUSING GRANT £0

OTHER SOURCES OF AFFORDABLE HOUSING FUNDING £0

OTHER SUBSIDIES SUCH AS EP GAP FUNDING £0

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

Open Market Housing

Type of Open Market Housing	Net Area (sq m)	Revenue (£ / sq m)	Total Revenue (£)
Flats	1,865	£4,813	£8,975,000
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
Total	1,865	-	£8,975,000

TOTAL CAPITAL VALUE OF OPEN MARKET HOUSING £8,975,000

Car Parking

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

TOTAL VALUE OF CAR PARKING £0

TOTAL CAPITAL VALUE OF RESIDENTIAL SCHEME £8,975,000

Non-Residential Values

Office	£513,880	
Retail	£0	
Industrial	£0	
Leisure	£0	
Community-use	£0	£513,880

TOTAL CAPITAL VALUE OF NON-RESIDENTIAL SCHEME	£513,880
--	-----------------

TOTAL VALUE OF SCHEME	£9,488,880
------------------------------	-------------------

Residential Building, Marketing & Section 106 Costs

Affordable Housing Build Costs	£0	
Open Market Housing Build Costs	£4,612,216	£4,612,216

Cost Multipliers

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	£4,612,216
-----------------------------	-------------------

OTHER SITE COSTS

Building Contingencies	5.0%	£230,611
Building Cost Fees (Architects, QS etc):	8.0%	£387,426
Other Acquisition Costs (£)		£0

Section 106 Costs (£)

CIL		£0
S106 obligations		£239,768
Biodiversity Net Gain Offsite Credits		£23,061
	0	£0
	0	£0

Site Abnormals

Infrastructure Costs	£461,222
Contamination Costs	£0
Demolition Costs	£0
Other Costs	£0
Sustainability Initiatives	£0

Total Other Site Costs	£1,342,088
-------------------------------	-------------------

Marketing (Open Market Housing ONLY)

Sales Fees:	2.0%	£179,500
Legal Fees (per Open Market unit):	£1,000	£26,000

Marketing (Affordable Housing)

Developer cost of sale to RSL (£)	£0
RSL on-costs (£)	£0
Intermediate Housing Sales and Marketing (£)	£0

Total Marketing Costs	£205,500
------------------------------	-----------------

Non-Residential Building & Marketing Costs**Building Costs**

Office	£346,297	
Retail	£0	
Industrial	£0	
Leisure	£0	
Community-use	£0	£346,297

Professional Fees (Building, Letting & Sales)

Office	£40,881	
Retail	£0	
Industrial	£0	
Leisure	£0	
Community-use	£0	£40,881

Total Non-Residential Costs	£387,178
------------------------------------	-----------------

TOTAL DIRECT COSTS:	£6,546,981.96
----------------------------	----------------------

Finance (finance costs are only displayed if there is a positive residual site value)

Arrangement Fee	£0
Misc Fees (Surveyors etc)	£0
Agents Fees	£7,467
Legal Fees	£5,600
Stamp Duty	£37,334
Total Interest Paid	£497,108

Total Finance Costs	£547,509
----------------------------	-----------------

Developer 'Profit'**Residential**

Open Market Housing Operating 'Profit'	£1,570,625
Affordable Housing 'Profit'	£0

Non-residential

Office	£77,082	
Retail	£0	
Industrial	£0	
Leisure	£0	
Community-use	£0	£77,082

Total Operating Profit	£1,647,707
-------------------------------	-------------------

Residual Site Value

SITE VALUE TODAY	£746,682
-------------------------	-----------------

EXISTING USE VALUE	£725,000
--------------------	----------

DIFFERENCE BETWEEN SITE VALUE AND EXISTING USE VALUE	£21,682
--	---------

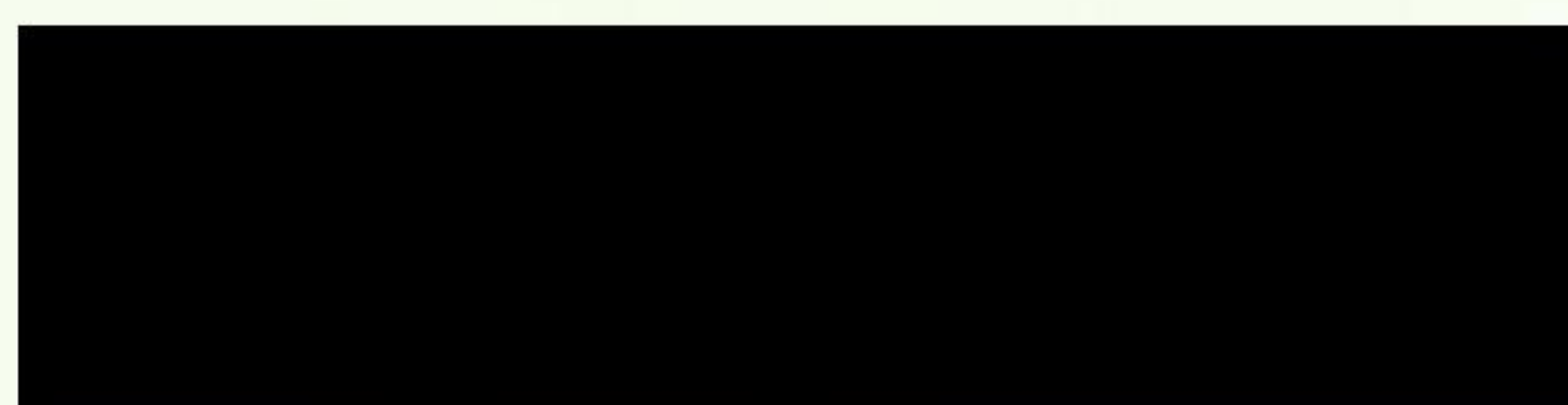
Checks:

Site Value as a Percentage of Total Scheme Value	7.9%
Site Value per hectare	#VALUE!

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



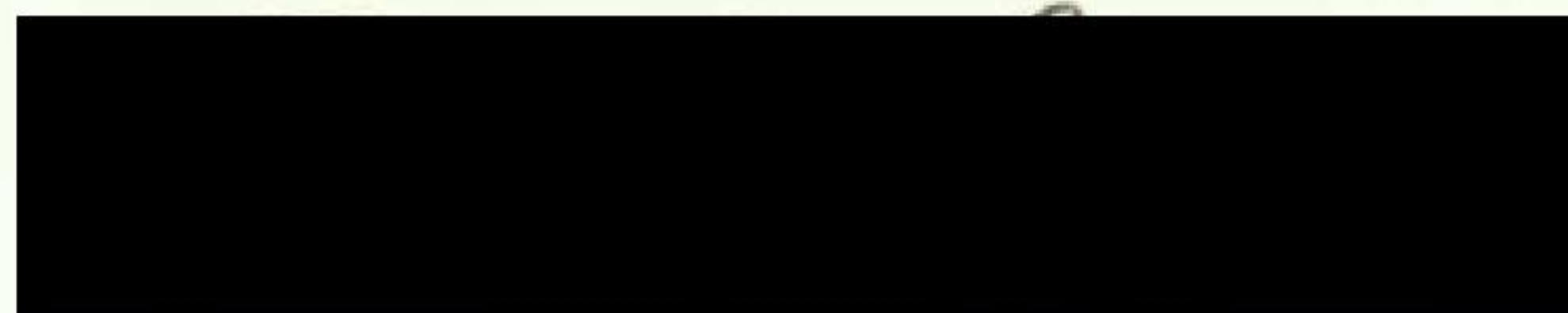
Authorised Officer



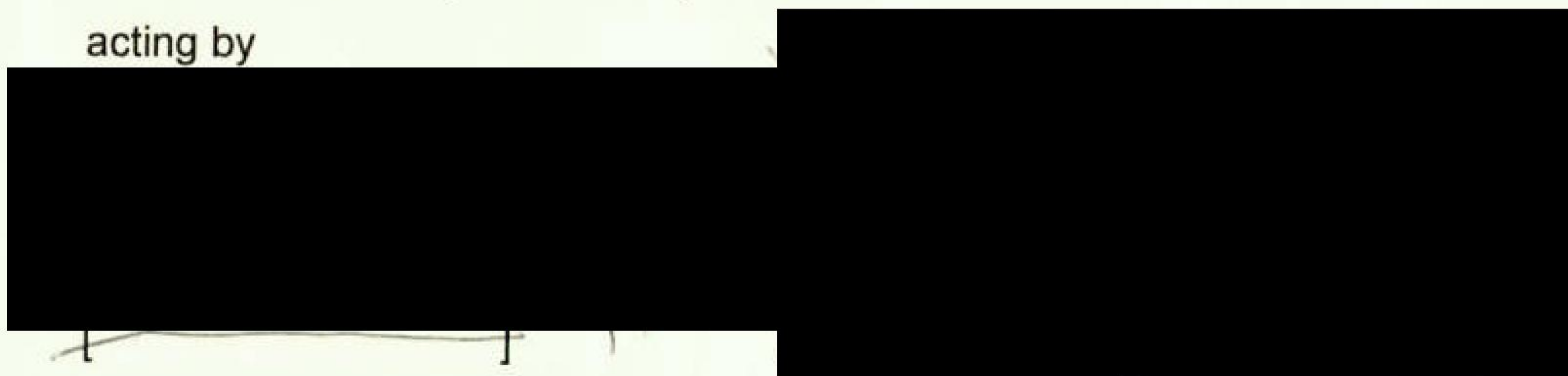
Executed as a Deed by
affixing the Common Seal of
WEST SUSSEX COUNTY COUNCIL
in the presence of:-



Authorised Officer



Executed as a Deed by
STAR GARAGES (BRIGHTON) LIMITED
acting by



.....[DIRECTOR]

WITNESS

.....[DIRECTOR]

a director/its secretary

DSX

