

SANG DEED OF AGREEMENT (PRIOR APPROVAL ONLY)

DATED

20[]

[] (1)

AND

MID SUSSEX DISTRICT COUNCIL (2)

SANG DEED OF AGREEMENT

Pursuant to Section 111 of the Local Government Act 1972 and
Section 1 of the Localism Act 2011

Relating to land known as

[]

Tom Clark
Solicitor and Head of Regulatory Services
Mid Sussex District Council,
"Oaklands" Oaklands Road,
Haywards Heath,
West Sussex
RH16 1SS

[IKEN REF]

THIS DEED is dated

day of

20[]

BETWEEN

- (1) [] [of] [incorporated and registered in England and Wales with company number [] whose registered office is at [] **(the Owner[s]/Developer)**
- (2) **MID SUSSEX DISTRICT COUNCIL** of Oaklands Oaklands Road Haywards Heath West Sussex RH16 1SS **(the District Council)**

BACKGROUND

- (A) The [Owner[s]/Developer] submitted to the District Council the Application in respect of the Land for the Development
- (B) The District Council is the leasehold owner of the SANG Land and the Local Authority for the area within which the SANG Land is situated
- (C) The [Owner[s]/Developer] [are/is] required to mitigate the impact of the Development which is located either within the SPA or within 7km radius of the SPA
- (D) The [Owner[s]/Developer] [has/have] agreed to mitigate the impact of the Development by payment of a Contribution in accordance with Informative [] of the Approval and clause 3 of this Deed
- (E) The District Council and the [Owner[s]/Developer] have agreed to enter into this Deed to mitigate the impact of the Development on the SPA and secure the Contribution in accordance with the Strategy

AGREED TERMS

1. INTERPRETATION

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

Application means the application under reference [] for an approval under Regulation 77 of the Habitats Regulations in accordance with Informative [] of the Approval

Approval means the prior approval for the Development which was granted by the District Council on [] and allocated reference []

Contribution the sum of [] pounds (£) calculated in accordance with the Strategy

Development means the development of the Land by [] as set out in the Approval

Habitats Regulations	means Part 6 of The Conservation of Habitats and Species Regulations 2017 (SI 2017/1012) (as amended)
Land	means the land known as [] which is registered at HM Land Registry under title number [] and is shown for identification purposes only edged red on the plan annexed hereto
SANG	the Suitable Alternative Nature Greenspace to be provided within Mid Sussex in accordance with the Strategy
SANG Land	means an area of land known as the East Court & Ashplats Wood SANG situated within Mid Sussex which is within the leasehold ownership of the District Council, which has been designated as SANG Land as identified by the Strategy
SPA	the Ashdown Forest Special Protection Area (being a designated European site under the Habitats Regulations)
Strategy	the East Court & Ashplats Wood SANG Strategy adopted by the District Council on the 20 October 2014

- 1.2 Clause and paragraph 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 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders
- 1.6 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them
- 1.7 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices codes of practice and guidance made under it
- 1.8 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use reasonable endeavours to prevent that thing being done by another person

- 1.9 References to clauses are to the clauses of this Deed
- 1.10 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms
- 1.11 This Deed shall come into effect immediately upon completion of this Deed

2. LEGAL BASIS

This Deed is made pursuant to Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and any other enabling powers

3. [OWNER'S/DEVELOPER'S] OBLIGATIONS

The [Owner[s]/Developer] covenant[s] with the District Council as follows:

- 3.1 To pay to the District Council the Contribution upon completion of this Deed;
- 3.2 To pay to the District Council all reasonable legal costs incurred in preparing and agreeing this Deed upon the completion of this Deed
- 3.3 To pay to the District Council costs in monitoring this Deed in the sum of £100.00 upon completion of this Deed
- 3.4 All payments made in accordance with the terms of this Deed shall be exclusive of VAT properly made

4. SANG LAND

The [Owner[s]/Developer] acknowledge[s] that the District Council retains control, possession and overall management of the SANG Land, so long as they hold a proprietary interest in the SANG Land, and the [Owner[s]/Developer] acknowledge[s] that this Deed does not confer on the [Owner[s]/Developer] proprietary rights or interest of any kind

5. DISTRICT COUNCIL'S OBLIGATIONS

The District Council agrees to expend the Contribution on the improvement and/or operation and/or maintenance of the SANG Land to mitigate the impact of the Development on the SPA

6. NO FETTER OF DISCRETION

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

7. THIRD PARTY RIGHTS

It is agreed that nothing in this Deed shall be construed as expressly providing a right to 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 benefits or any right to enforce any provisions of this Deed

8. GOVERNING LAW

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

In witness whereof the parties hereto have duly executed this Deed on the day and the year first before written

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
[NAME]

in the presence of:-

Signature of witness

Name (in BLOCK CAPITALS)

Address

Occupation

[Executed as a Deed by

[COMPANY NAME/SOCIETY/LLP]

acting by [NAME], [a director/member/member of its Committee] and

[NAME], [a director/its secretary/member/member of its Committee]

Director

Director/Secretary]

[Executed as a Deed by

[COMPANY NAME/LLP]

acting by [NAME],

a [director/member] [Director/Member]

in the presence of:-

Signature of witness

Name (in BLOCK CAPITALS)

Address

.....

Occupation]

[Executed as a Deed by

affixing the **COMMON SEAL** of

[COMPANY NAME/SOCIETY/LLP]

in the presence of:-

[Director/Committee Member/
Member]

[Director/Secretary /]
Committee Member/Member]