

Dated

2026

MID SUSSEX DISTRICT COUNCIL

and

WEST SUSSEX COUNTY COUNCIL

and

**MICHAEL CHARLES JENSEN, CHRISTOPHER GRANT PETERKIN, CHARLES
ROBERT GRANT PETERKIN AND MICHAEL HUGH GRANT PETERKIN**

and

GARETH WILLIAM DAVIES AND BARBARA ELIZABETH DAVIES

and

MILLER HOMES LIMITED

Agreement

pursuant to Section 106 of the Town and Country
Planning Act 1990

relating to land at Colwell Farm, Lewes Road,
Haywards Heath, West Sussex

Application reference: DM/25/0445

Appeal reference: []

By

- Whereas**

- Now this Deed witnesses as follows:**

"Act"	the Town and Country Planning Act 1990 (as amended);
"Affordable Housing"	means housing provided to specified eligible households whose needs are not met by the market. Affordable Housing shall: (a) meet the needs of eligible households who the Council could reasonably expect to occupy this Development having regard to its Allocation Scheme including availability at a cost low enough for them to afford determined with regard to local incomes and local house prices; and (b) include provision for the homes to remain at an affordable price for future eligible households (subject to the terms of this Deed).
"Affordable Housing Scheme"	means the scheme to be approved by the Responsible Officer for Housing in accordance with [] which shall contain the following details: (a) area and location of the Site upon which the Affordable Housing Units are to be constructed; (b) number, size, type and tenure mix of the Affordable Housing Units or such other scheme as may be agreed with the Responsible Officer for Housing
"Affordable Housing Units"	Means a minimum of 30% of the total number of Dwellings on the Development (and if such percentage does not result in a whole number of Affordable Housing Units then the number shall be rounded to the nearest whole number) of which 75% of the Affordable Housing Units shall be Social Rented Units or Affordable Rented Units (at the Owner's discretion) and 25% of the Affordable Housing Units shall be First Homes (or such other tenures or percentages as may be agreed in writing with the Council);

“Affordable Rented Units”	An Affordable Housing Unit to be let by a Registered Provider to eligible households subject to rent controls that require a rent of no more than 80% of the local market rent (including service charges where applicable);
“Allocation Scheme”	Means the scheme adopted by the Council from time to time for determining priorities and the procedure to be followed in allocating housing accommodation in accordance with the Housing Act 1996 as amended;
“Appeal”	means the planning appeal lodged against the refusal of the Application (given reference number []) and to be determined by the Secretary of State or an Inspector appointed by the Secretary of State;
“Application”	the application for planning permission submitted to the Council for the Development and allocated reference number DM/25/0445;
“BNG Monitoring Contribution”	shall mean the sum of [] to be used towards the Council's costs of monitoring compliance with the Habitat Management and Monitoring Plan;
“Chargee”	mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver)) of the whole or any part of the Social Rented Units or Affordable Rented Units;
“CIL Regulations”	Means the Community Infrastructure Levy Regulations 2010 or their statutory successor;

"Commencement of Development"

the implementation of the Planning Permission by the carrying out of any material operation as defined by Section 56(4) of the Act but, for the avoidance of doubt, the Planning Permission is deemed not to be implemented for the purposes of this definition by any works of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, the carrying out of any decontamination or landfill works, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and the term "Commenced" shall be construed accordingly;

"Community Buildings Contribution"

Means the sum to be calculated in accordance with [] of this Deed being a financial contribution towards the community buildings in Franklands Village, Barn Cottage Recreation Ground, Ashenground Community Centre and/or the Woodside.

"County Council S106 Monitoring Fee"

Means the total sum of £1,500 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;

"Default Interest Rate"

Means 4% per annum above the base rate of the Bank of England and Interest shall be construed accordingly;

"Development"

Means up to 80 dwellings with associated landscaping open space, infrastructure and vehicular and pedestrian accesses;

"Dwelling"

Means any dwelling (including a house, flat or maisonette) to be constructed pursuant to the Planning Permission and Dwellings shall be construed accordingly;

"Education Contribution"

Means the sum payable in accordance with [] of this Deed being a financial contribution towards the cost of providing the additional education infrastructure

required to accommodate the extra demands for primary and secondary education services that would be generated by the Development and to be used towards Northlands Wood Primary Academy in the case of primary education and towards Oathall Community College in the case of secondary education;

"GP Services Contribution"

means the sum to be calculated in accordance with [] of this Deed being a financial contribution towards increasing patient capacity at the GP practices in Haywards Heath;

"Habitat Management and Monitoring Plan"

means the document titled 'Habitat Management and Monitoring Plan' as required by the Planning Permission and approved by the Council;

"Index Linked"

Commented [MH1]: To be confirmed by the council and county council

"Inspector"

means the planning inspector appointed by the Planning Inspectorate/Secretary of State to determine the Appeal;

"Library Contribution"

means the sum to be calculated in accordance with [] of this Deed being a financial contribution towards the costs of providing the additional library infrastructure required to accommodate the extra demands for library services that would be generated by the Development and to be used towards Haywards Heath Library;

"Local Community Infrastructure Contribution"

means the sum to be calculated in accordance with [] of this Deed being a financial contribution towards a new cemetery for Haywards Heath (Hurstwood Lane) and/or cycle routes to Haywards Heath Railway Station and Town Centre;

"Nominations Agreement"

Means an agreement between the Council and the Registered Provider under which the Council may exercise its right to nominate prospective occupiers for the Social Rented Units or Affordable Rented Units which agreement shall provide for the Council to have the right to nominate 100% of the prospective occupiers of the Social

Rented or Affordable Rented Units on the first letting of a tenancy and (unless otherwise agreed in writing by the Responsible Officer for Housing) shall provide for the Council to have the right to nominate 100% of the prospective occupiers of the Social Rented Units or Affordable Rented Units on any reletting;

"Occupied"

shall mean occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration, marketing, display or security of the Development;

"Off-Site Sport Contribution"

Means the sum to be calculated in accordance with [] of this Deed being a financial contribution towards the [] at the sports facilities at Hanbury Stadium and/or Tim Farmer Recreation Ground and/or Victoria Park.

"Open Market Dwellings"

the Dwellings to be constructed on the Site other than the Affordable Housing Units

"Plan 1"

the plan marked 'Plan 1' and attached to this Deed at Schedule 1;

"Planning Permission"

the planning permission subject to conditions that may be granted pursuant to the Appeal;

"Police Services Contribution"

means the sum to be calculated in accordance with [] of this Deed being a financial contribution towards officer setup, support staff, premises upgrades at Hayward Heath Police Station, vehicle provision and ANPR camera installation;

"Protected Tenant"

means as the case may be:

- (a) a tenant who has exercised the right to acquire pursuant to the Housing Act 1996 or any equivalent statutory provision for the time being in force (or any equivalent contractual right) in

respect of a particular Affordable Housing Unit; or

- (b) a tenant who has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
- (c) has acquired an Affordable Housing Unit from a Registered Provider through Social Homebuy funded pursuant to section 19(3) of the Housing and Regeneration Act 2008, or any amendment or replacement thereof;
- (d) a tenant who has been granted a shared ownership lease by a Registered Provider (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the Registered Provider) pursuant to the Right to Shared Ownership (or similar arrangement) in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the Registered Provider all the remaining shares so that the tenant owns the entire Affordable Housing Unit;

and

any person or body and/or their mortgagee deriving title through or from any of the parties mentioned in paragraphs above;

“Qualifying Trigger”

Means any trigger contained within this Deed that attracts the County Council S106 Monitoring Fee because its implementation and/or adherence requires monitoring by the County Council;

“Registered Provider”

a body whose functions or aims include the provision or management of affordable housing (including affordable housing of the type and amount proposed within the Development) registered as a Registered Provider (pursuant to the Housing and Regeneration Act 2008 or any relevant successor legislation) or any other organisation that owns the Affordable

	Housing Units and has been approved in writing by the Council;
“Reserved Matters Approval(s)”	Means the approval(s) of reserved matters reserved under the Planning Permission;
“Responsible Office for Housing”	Means the Council’s Assistant Chief Executive or such person as the Council may nominate in her place from time to time;
“Scheme”	Means cycle/pedestrian improvements to Scaynes Hill to Lindfield and/or the pedestrian improvement scheme at South Road, Haywards Heath;
“Secretary of State”	Means the Secretary of State for the Department of Housing, Communities and Local Government (or such other person or organisation who has the jurisdiction from time to time to determine the Appeal) including the Inspector who is appointed to act on their behalf;
“Site”	the land at Colwell Farm, Lewes Road, Haywards Heath, West Sussex against which the obligations contained in this Deed may be enforced as shown edged red on Plan 1;
“Social Rented Units”	Means an Affordable Housing Unit which is rented housing owner and managed by a Registered Provider for which guideline target rents (including service charges where applicable) are determined through the national rent regime or provided under equivalent rental arrangements as agreed in writing with the Council or with Homes England;
“Total Access Demand Contribution”	Means the sum payable in accordance with [] being a financial contribution towards the costs of the Scheme;
“Travel Plan”	Means a full travel plan based on the details contained within [] at [] or as may

otherwise be agreed with the County Council;

"Travel Plan Monitoring Fee"

Means the sum of £3,950 payable to the County Council for monitoring the delivery of the Travel Plan over the lifetime of the Development;

"TRO Contribution"

Means the sum of £10,205 to be paid to the Council and used towards securing a traffic regulation order at [];

"Working Day"

any day apart from Saturday and Sunday and statutory bank holidays.

2. CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed (unless the context otherwise requires).
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Where two or more people form a party to this Deed, the obligations they undertake may be enforced against them all jointly, or against each of them individually unless there is express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to their respective statutory functions.
- 2.7 The headings and contents list are for reference only and shall not affect construction.
- 2.8 Any covenant by the Owner or the Council not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.
- 2.9 Insofar as any clause or clauses of this Deed are found (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.

- 2.10 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission or any non-material amendment thereto) granted (whether or not on appeal) after the date of this Deed.

3. LEGAL BASIS

- 3.1 This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011.
- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council (as local planning authority) and by the County Council (as local authority responsible for education, library and highways) against the Owner.
- 3.3 If in determining the Appeal the Secretary of State or the Inspector expressly states in the decision letter that any planning obligation contained in this Deed:
- (a) is not a material planning consideration; or
 - (b) can be given no weight in determining the Appeal; or
 - (c) does not constitute a reason for granting the Planning Permission in accordance with Regulation 122 of the CIL Regulations

Then such planning obligation shall not be enforceable pursuant to this Deed and shall cease to have effect within this Deed and the Owner shall be under no obligation to comply with the obligation SAVE THAT the remainder of this Deed shall continue in full force and effect

4. CONDITIONALITY

- 4.1 The obligations contained within this Deed are conditional upon:
- 4.1.1 the grant of the Planning Permission; and
 - 4.1.2 the Commencement of Development

5. THE OWNER'S COVENANTS

- 5.1 The Owner covenants with the Council (so as to bind the Site) to fully observe and perform the obligations set out in Schedules [].
- 5.2 The Owner covenants with the County Council (so as to bind the Site) to fully observe and perform the obligations set out in Schedules [].

6. THE COUNCIL AND THE COUNTY COUNCIL'S COVENANTS

- 6.1 The Council covenants with the Owner to observe and perform the obligations set out in Schedule [].
- 6.2 The County Council covenants with the Owner to observe and perform the obligations set out in Schedule []

7. FEES

- 7.1 The Developer shall pay to the Council on completion of this Deed the sum of [] incurred in the negotiation, preparation and execution of this Deed.
- 7.2 The Developer shall pay to the County Council on completion of this Deed the sum of [] incurred in the negotiation, preparation and execution of this Deed.
- 7.3 On or before the Commencement of Development the Owner shall pay to the County Council the County Council S106 Monitoring Fee.

8. LOCAL LAND CHARGE

- 8.1 This Deed shall be registrable as a local land charge by the Council.
- 8.2 Following the performance and satisfaction of all the obligations contained in this Deed or where the obligations under this Deed are no longer enforceable the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed against the Site (or relevant part).

9. COMMUNICATION AND COUNCIL'S CONSENT OR APPROVAL

- 9.1 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
- 9.2 Where the agreement, approval, consent or expression of satisfaction is required by the Council from the Owner under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
- 9.3 The Owner agrees to give the District Council and the County Council written notice of any change in ownership of any of their interests in the Site occurring before all of the obligations under this Deed have been discharged, such notice to give details of the transferee's full name and address together with the area of the Site purchased by reference to a plan PROVIDED THAT this clause shall not apply to the disposal of an individual Dwelling.
- 9.4 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.
- 9.5 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:
 - 9.5.1 by first class post deemed served two Working Days after posting;
 - 9.5.2 by hand deemed served on signature of a delivery receipt provided that if delivery occurs before 9am on a Working Day, the notice will

be deemed to have been received at 9am on that day and if delivery occurs after 5.00pm on a Working Day or on a day that is not a Working Day, the notice will be deemed to have been received at 9.00am on the next Working Day;

- 9.5.3 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.

10. TERMINATION OF THIS DEED

- 10.1 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn (without the consent of the Owner) or it is modified by any statutory procedure or expires prior to the Commencement of Development.

11. THE CONTRACTS ACT

- 11.1 Save as provided in respect of successors in title to the Site or any successor to the relevant statutory function of the Council this Deed shall not be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999 and no third party shall acquire any benefit, rights or claims whatsoever thereto.

12. LIABILITIES

- 12.1 No person shall be liable for any breach, non-performance and non-observance of any covenant, obligation or restriction or other provision of this Deed after it shall have parted with its entire interest in the Site or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 12.2 Subject to clause 12.1 no person shall be liable for any breach of a covenant restriction or obligation contained in this Deed in relation to a part of the Site in which it does not have a freehold or leasehold interest.
- 12.3 The Developer acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained and as set out in this Deed PROVIDED THAT the Developer shall have no liability under this Deed (apart from Clause 7) unless it takes possession of or acquires the freehold interest in the Site in which case it too will be bound by the obligations as a person deriving title from the Owner.

13. EXEMPTIONS

- 13.1 This Deed shall not be enforceable against:
- 13.1.1 The individual owners or occupiers of a Dwelling or their mortgagees, chargees or successors in title;
- 13.1.2 A Protected Tenant;
- 13.1.3 A Registered Provider or a Chargee save for [Part 1 of Schedule 2]

14. COUNCIL'S POWERS

- 14.1 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes bye-laws statutory instruments orders and regulations in the exercise of their functions as local authority.

15. STATUTORY UNDERTAKERS

- 15.1 The obligations in this Deed shall not bind or be enforceable against any Statutory Undertaker who has or takes in future an interest in the Site for the purpose of providing apparatus pursuant to its statutory undertaking for the Development.

16. WAIVER

- 16.1 No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

17. VAT

- 17.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

18. DISPUTES

- 18.1 In the event of any dispute or difference arising between the parties to this Deed in respect of any matter contained in the Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.
- 18.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to clause 18.1 or as to the appropriateness of the professional body then such question may be referred to by either party to the President of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.
- 18.3 Any expert howsoever appointed shall be subject to the express requirement that a decision be reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 28 Working Days after the conclusion of any hearing that takes place or 28 Working Days he has received any file or written representation.

- 18.4 The expert shall be required to give notice to each of the parties requiring them to submit to him within 10 Working Days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further 10 Working Days.

19. JURISDICTION

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

20. DELIVERY

- 20.1 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.

21. FUTURE PERMISSIONS

- 21.1 In the event that a condition or conditions to the Planning Permission is or are varied pursuant to Section 96A of the Act this Deed shall continue in full force in respect of the Planning Permission with the relevant condition or conditions so varied.
- 21.2 In the event that an application is made pursuant to Section 73 or Section 73B of the Act for an amendment to the Planning Permission and planning permission is granted in respect of that application references to Planning Permission in this Deed shall include the Planning Permission and the new planning permission granted pursuant to Section 73 or Section 73B of the Act and this Deed shall apply to and remain in full force in respect of that new planning permission without the need for a further agreement to be entered into pursuant to Section 106 of the Act unless required to do so by the Council.

PROVIDED THAT

- 21.3 nothing in this clause 21 shall fetter the discretion of the Council in determining any application(s) under Section 73 or Section 73B of the Act or the appropriate nature and/quantum of Section 106 obligations in so far as they are materially different to those contained in this Deed and required pursuant to a determination under Section 73 or Section 73B of the Act whether by way of a new deed or supplemental deed pursuant to Section 106 and/or section 106A of the Act;
- 21.4 to the extent that any obligations have been discharged in respect of the Planning Permission nothing shall require the Owners and/or the Developer to comply with that obligation again in respect of a planning permission pursuant to an application under s73 or Section 73B of the Act.

22. INTEREST ON LATE PAYMENT

- 22.1 If any sum or amount has not been paid to the Council or County Council (as relevant) by the date it is due, the Owner shall pay the Council or County Council (as relevant) interest on that amount at the Default Interest Rate.

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

SCHEDULE 1

The Plan

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SCHEDULE 2

Affordable Housing

Part 1

The Owner covenants with the Council:

1. To submit the Affordable Housing Scheme to the Council for approval as part of the first Reserved Matters Application
2. Not to cause or allow Occupation of the Development unless and until the following has occurred:
 - a. The Responsible Officer for Housing has been notified of the identity of the Registered Provider for the Social Rented Units or Affordable Rented Units; and
 - b. The Owner has entered into a binding contract to transfer the Social Rented Units or Affordable Rented Units to the Registered Provider
3. No more than []% of the Open Market Dwellings shall be Occupied until []% of the Affordable Housing Units have been constructed in accordance with the Planning Permission and made ready for Occupation;
4. No more than []% of the Open Market Dwellings shall be Occupied until all of the Affordable Housing Units have been constructed in accordance with the Planning Permission and made ready for Occupation and the Social Rented Units or Affordable Rented Units have been transferred to the Registered Provider.
5. To provide the Responsible Officer for Housing with such information and supporting information as they may reasonably request regarding the progress of any negotiations to dispose of the Social Rented Units or Affordable Rented Units.
6. That the transfer of the Social Rented Units or Affordable Rented Units to the Registered Provider shall contain the following:
 - a. The grant by the Owner to the Registered Provider of all rights of access and passage of services and other rights reasonably necessary for the beneficial enjoyment of the Social Rented Units or Affordable Rented Units;
 - b. A reservation of all rights of access and passage of services and rights of entry and rights of support reasonably necessary for the purpose of the Development (including its construction);
 - c. Such other terms as the Owner agrees with the Registered Provider.
7. That none of the Social Rented Units or Affordable Rented Units shall be Occupied until the Registered Provider has entered into a Nomination Agreement with the Council.
8. Subject to the provisions of this Deed the Social Rented Units or Affordable Rented Units they shall not be used or Occupied other than as Affordable Housing in accordance with the Affordable Housing Scheme and the Nomination Agreement.

9. The affordable housing provisions in this Schedule shall not be binding on a Chargee or any persons or bodies deriving title through such Chargee PROVIDED THAT:

- a. such Chargee shall first give written notice to the Council of its intention to dispose of the Affordable Housing Unit(s) and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Unit(s) to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
- b. if such disposal has not completed within the three month period, the Chargee shall be entitled to dispose of the Affordable Housing Unit(s) free from the affordable housing provisions in this Schedule which provisions shall determine absolutely

[appropriate cascade mechanism to be discussed and agreed with the Council]

Part 2

(Government standard First Homes provisions to be inserted)

SCHEDULE 3

Financial Contributions

1. The Owner covenants to pay to the Council the BNG Monitoring Contribution prior to Commencement of Development.

2. The Owner covenants to pay the Community Buildings Contribution to the Council prior to the Occupation of []% of Dwellings.

The Community Buildings Contribution shall be calculated by applying the amount per Dwelling referred to in the table below to the number of Dwellings of each Dwelling type (by reference to its number of bedrooms) as permitted by the Reserved Matters Application(s):

[Table to be inserted]

3. The Owner covenants to pay the GP Services Contribution to the Council prior to the Occupation []% of Dwellings.

The GP Services Contribution shall be calculated by [Formula to be inserted]

4. The Owner covenants to pay the Local Community Infrastructure Contribution to the Council prior to the Occupation []% of Dwellings.

The Local Community Infrastructure Contribution shall be calculated by applying the amount per Dwelling referred to in the table below to the number of Dwellings of each Dwelling type (by reference to its number of bedrooms) as permitted by the Reserved Matters Application(s):

[Table to be inserted]

5. The Owner covenants to pay the Off-Site Sport Contribution to the Council prior to the Occupation of []% of Dwellings.

The Off-Site Sport Contribution shall be calculated by applying the amount per Dwelling referred to in the table below to the number of Dwellings of each Dwelling type (by reference to its number of bedrooms) as permitted by the Reserved Matters Application(s):

[Table to be inserted]

6. The Owner covenants to pay the Police Services Contribution to the Council prior to the Occupation of []% of Dwellings.

The Police Services Contribution shall be calculated by applying the amount per Dwelling referred to in the table below to the number of Dwellings of each Dwelling type (by reference to its number of bedrooms) as permitted by the Reserved Matters Application(s):

[Table to be inserted]

7. The Owner covenants to pay the Education Contribution to the County Council prior to the Occupation of []% of Dwellings.

The Education Contribution shall be calculated by [Formula to be inserted]

8. The Owner covenants to pay the Library Contribution to the County Council prior to the Occupation of []% of Dwellings.

The Library Contribution shall be calculated by [Formula to be inserted]

9. The Owner covenants to pay the Total Access Demand Contribution to the County Council prior to the Occupation of []% of Dwellings.

The Total Access Demand Contribution shall be calculated by [Formula to be inserted]

10. The Owner covenants to pay the Travel Plan Monitoring Fee and the TRO Contribution to the County Council prior to the Occupation of []% of Dwellings.

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SCHEDULE 5

The Council and the County Council's Covenants with the Owner

The Council covenants with the Owner as follows:

1. To use all contributions received by the Council for the specified purpose as set out in this Deed.
2. At the written request of the Owner the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.
3. To repay to the party who makes any payment under this Deed such amount which has not been spent or allocated for expenditure (together with interest from the date of receipt) within five years of the date of receipt by the Council of such payment.

The County Council covenants with the Owner as follows:

4. To use all contributions received by the Council for the specified purpose as set out in this Deed.
5. To repay to the party who makes any payment under this Deed such amount which has not been spent or allocated for expenditure (together with interest from the date of receipt) within five years of the date of receipt by the County Council of such payment.

[Council and County Council to confirm]

Executed as a Deed by

MILLER HOMES LIMITED

acting by a Director

In the presence of:

Signed by witness:

Name:

Address:

Occupation:

Executed as a Deed by

MICHAEL CHARLES JENSEN

.....

In the presence of:

Signed by witness:

Name:

Address:

Occupation:

Executed as a Deed by

CHRISTOPHER GRANT PETERKIN

In the presence of:

Signed by witness:

Name:

Address:

Occupation:

Executed as a Deed by

MICHAEL HUGH GRANT PETERKIN

In the presence of:

Signed by witness:

Name:

Address:

Occupation:

Executed as a Deed by

CHARLES ROBERT GRANT PETERKIN.....

In the presence of:

Signed by witness:

Name:

Address:

Occupation:

Executed as a Deed by

GARETH WILLIAM DAVIES

In the presence of:

Signed by witness:

Name:

Address:

Occupation:

Executed as a Deed by

BARBARA ELIZABETH DAVIES

In the presence of:

Signed by witness:

Name:

Address:

Occupation: