

Ball/Purcell/
Dawson/Vince
Formula 3
4.50pm

DATED 16 April 2019

(1) TAYLOR, TAYLOR, TAYLOR AND
TAYLOR

AND

(2) CRAYFERN HOMES LIMITED

AND

(3) ANGMERING COMMUNITY LAND
TRUST

AND

(4) ANGMERING PARISH COUNCIL

Collaboration Agreement - Land at
Mayflower Way, Angmering,
Littlehampton

Annexes:
Foul Sewer Easement
Parish Easement Option

WE HEREBY CERTIFY THIS IS A TRUE COPY
OF THE ORIGINAL
SIGNED [REDACTED] DATED 17/4/2019
MOORE BLATCH
GATEWAY HOUSE, TOLLGATE
CHANDLERS FORD, EASTLEIGH, SO53 3TG

 **irwinmitchell**
solicitors

CONTENTS

Page No.

1	DEFINITIONS	1
2	SECTION 106 AGREEMENT	4
3	PARISH EASEMENT	5
4	FOUL SEWER	5
5	ACLT'S OBLIGATIONS	5
6	CRAYFERN AND LANDOWNER'S OBLIGATIONS	6
7	TERMINATION	7
8	GOOD FAITH/CO-OPERATION	7
9	EXCLUSION OF PARTNERSHIP	7
10	THIRD PARTY RIGHTS	7
11	ENTIRE AGREEMENT	8
12	GOVERNING LAW AND JURISDICTION	8
13	DEED	8
	SCHEDULE 1	9
	Deed of Covenant	9

THIS AGREEMENT is made on

16 April

2019

BETWEEN:

- (1) **PETER TAYLOR, ANNE TAYLOR, SEAN TAYLOR AND ANDREW TAYLOR** c/o Peter Taylor of Hamra House, Spinney Lane, Itchenor, Chichester, West Sussex PO20 7DJ ("**Landowners**");
- (2) **CRAYFERN HOMES LIMITED** (Company number 02703219) whose registered office is at Victoria House, 14 St John's Road, Hedge End, Southampton SO30 4AB ("**Crayfern**")
- (3) **ANGMERING COMMUNITY LAND TRUST** of c/o Angmering Community Centre Foxwood Avenue Angmering West Sussex BN16 4FU ("**ACLT**")
- (4) **ANGMERING PARISH COUNCIL** of The Corner House, The Square, Angmering, Littlehampton, West Sussex BN16 4EA ("**Parish**")

BACKGROUND

- A) The Landowners own the Development Land and ACLT owns the ACLT Land.
- B) The Landowners intend to sell the Development Land to Crayfern with the benefit of Planning Permission for the Crayfern Development.
- C) It is anticipated that the Planning Authority will require the provision of Affordable Housing pursuant to a Section 106 Agreement in relation to the Crayfern Development. The ACLT has agreed in principle that the Crayfern Affordable Housing may be displaced from the Development Land to the ACLT Land by way of payment to it of a Commuted Sum which it will use to partly finance the ACLT Development.
- D) The ACLT may wish to work with Crayfern to requisition a connection to the Crayfern Foul Sewers from the Relevant Authority.
- E) The Parish has agreed to grant the Parish Easement pursuant to the Parish Easement Option to the Developer upon payment of the Commuted Sum in accordance with the terms of this Agreement.

IT IS AGREED:

1 DEFINITIONS

- 1.1 In this Agreement the following expressions shall unless the context otherwise requires have the meanings hereafter respectively assigned to them that is to say:

"Affordable Housing" means housing subject to any restriction in respect of occupiers or tenure or which carries any subsidy for land or building cost or which is required to be transferred to or managed by a local authority, registered provider, society association charity or similar body within the Housing and Regeneration Act 2008 or which is otherwise intended to be made available to people who cannot afford to occupy housing generally available on the open market including low cost housing and key worker housing;

"Affordable Housing Deed of Covenant" means a deed of covenant to comply with the obligations on the part of the ACLT in clause 5.2 of this agreement in the form attached at Schedule 1

"Affordable Housing Condition" means a Section 106 Agreement in place or Crayfern Planning Permission which provides and/or permits there to be no

Affordable Housing on the Development Land and which provides for the Affordable Housing required for the Crayfern Development to be satisfied by:

- (a) a payment of the Commuted Sum to the ACLT or a Community Land Trust for the purposes of providing Affordable Housing in Angmering; or
- (b) a payment of the Commuted Sum to Arun District Council to be used for the purposes of providing Affordable Housing on the ACLT Land or within the parish of Angmering

"ACLT Land" means the land known as Land on the South Side of Mayflower Way, Angmering, Littlehampton and registered at HM Land Registry with title number WSX390931;

"ACLT Development" means the development of the whole or part only of the ACLT Land either alone or in conjunction with other land as the ACLT may require primarily for residential use but including all associated and ancillary uses;

"Commuted Sum" means a payment of the greater of (a) 30% of no. of dwellings permitted by the Planning Permission x £80,000 and (b) such other sum as the Planning Authority may specify in lieu of the onsite or offsite provision of Affordable Housing for the Crayfern Development;

"Completion Date" means the date upon which Crayfern completes the purchase of the Development Land from the Landowners

"Crayfern Development" means the development of the whole or part only of the Development Land either alone or in conjunction with other land as Crayfern and/or the Landowners may require primarily for residential use but including all associated and ancillary uses;

"Crayfern Deed of Covenant" a deed of covenant to comply with the obligations on the part of the Landowners and/or Crayfern as contained in this agreement in the form attached at Schedule 1.

"Crayfern Foul Sewers" the foul sewers and foul sewer connection point to be constructed within the Foul Sewer Land provided always that Crayfern may vary the routes of the foul sewers as it shall decide within the boundaries of the Foul Sewer Land;

"Crayfern Planning Application" means an application to the Planning Authority under the 1990 Act for Planning Permission for the Crayfern Development made by Crayfern or their agent or for any variation to a Crayfern Planning Permission;

"Crayfern Planning Permission" means Planning Permission granted pursuant to a Crayfern Planning Application which Crayfern considers to be a satisfactory Planning Permission (acting reasonably);

"Development Land" means the land known as Land Lying to the West of Roundstone Lane, Angmering, Littlehampton shown edged red on the Plan and registered at HM Land Registry with title numbers WSX375116 (part), WSX125334 (part) and WSX133756;

"Disposition" means one or more of the following in respect of the Property or any part of it and whether by the registered proprietor of the Property or by the registered proprietor of any security:

- (a) the transfer or assent of the whole or any part of the Property, whether or not for valuable consideration;

- (b) the grant of a lease over the whole or any part of the Property whether or not for valuable consideration;

but excluding an Excluded Disposition

“Excluded Disposition” means

- (a) the granting of a tenancy in respect of the Property or any part thereof without a premium at an affordable rent for a term of less than 7 years
- (b) the transfer of any part of the Property required for an electricity sub-station pumping station or other site service installations to a local or other authority or undertaking;
- (c) the transfer of any part of the Property for general open space or internal roads that may be imposed by or agreed with the local planning authority in connection with the Planning Permission;
- (d) the transfer of any part of the Property to a local authority or other statutory body pursuant to a planning obligation under any Planning Agreement;
- (e) the grant of security over the whole or any part of the Property subject to the provisions of this Agreement to a bona fide funder

“Foul Sewer Easement” means the foul sewer easement to bind the Foul Sewer Land which the ACLT may require Crayfern or the Landowners (as the case may be) to grant them as contained in the foul sewer deed of easement attached hereto.;

“Foul Sewer End Date” means the later of the (1) the date upon which the ACLT determines that it does not require the Foul Sewer Easement (such date will be deemed to have occurred notwithstanding the ACLT's failure to notify Crayfern of such determination in the event it constructs an alternative foul sewer solution for the ACLT Development) or (2) the date falling five years after the date of this Agreement.

“Foul Sewer Land” means the part of the Development Land shown coloured purple on the Plan

“Implementation” means the commencement on the Development Land of any material operation (as defined by Section 56(4) of the Town and Country Planning Act 1990)

“Long Stop Date” means the date falling two years after the date of this Agreement.

“Parish Easement” means the easement to be granted pursuant to the Parish Easement Option.

“Parish Easement Option” the option to be granted by the Parish to the Landowner and assignable to Crayfern to have easements granted to it for the Parish Easement Price in the form attached.

“Parish Easement Price” the sum of £250,000.

“Plan” means the plan attached to this agreement;

“Planning Authority” means Arun District Council or such other relevant planning authority for the area in which the Development Land and the ACLT Land is situated;

“Planning Permission” means a detailed planning permission pursuant to a CLT Planning Application or a Crayfern Planning Application or any appeal;



- Ransom strip held by Mr P Taylor
- Estate Road
- Option to Purchase for Mr P Taylor
- Rights over to retained land
- Crayfern Homes residential development site
- Retained Land by Mr P Taylor



Victoria House 14 St Johns Road Hedge End Southampton Hampshire SO30 4AB
 Tel 01489 773577 * Fax 01489 797111 * E mail sales@crayfernhomes.co.uk

Do not scale this drawing. Use written dimensions only. All dimensions are to be checked on site prior to commencement of work. This drawing is the copyright of Crayfern Homes Limited and may not be copied altered or reproduced in any way without their written authority

OWNERSHIP PLAN (PARISH CLT)
DEVELOPMENT AT:
MAYFLOWER WAY
ANGMERING

FOR
CRAYFERN HOMES LIMITED

Scale : 1:500 @ A3 Date : JULY 2018
 Drawing No : 56_14_150.7

“Property” means the CLT Land or the Development Land (as the case may be)

“Relevant Authority” means any authority or body responsible for foul and surface water drainage;

“Section 106 Agreement” means an agreement entered into with the Planning Authority pursuant to Section 106 of the Town and Country Planning Act 1990 as part of the Crayfern Planning Application;

“Third Party” means any person to whom the Landowners and/or Crayfern is proposing to make a Disposition;

“Working Day” means any day from Monday to Friday (inclusive) that is not Christmas Day, Good Friday or a statutory Bank Holiday in England and Wales or any day between 24 December and the immediately following 1 January inclusive and **“Working Days”** will be construed accordingly; and

Where the context so admits the expressions **“Landowners”** **“Crayfern”** and **“ACLT”** shall include their respective successors in title.

Words importing one gender shall be construed as importing any other gender.

Words importing the singular shall be construed as importing the plural and vice versa.

Words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa.

Where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons.

The clause headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

Any reference to a clause or a paragraph or a schedule is to one in this Agreement so numbered.

2 SECTION 106 AGREEMENT

- 2.1 The ACLT, Landowners and Crayfern shall use reasonable endeavours to see that the Section 106 Agreement meets the Affordable Housing Condition and in particular the parties shall use reasonable endeavours to ensure that the Commuted Sum shall be payable to the ACLT and shall collaborate and respond to the Planning Authority appropriately in an effort to meet this objective.
- 2.2 The ACLT shall provide such reasonable assistance as the Landowners and Crayfern shall reasonably require in relation to the promotion of the Affordable Housing Condition with the Planning Authority.
- 2.3 The ACLT shall enter into the Section 106 if reasonably requested by the Landowners to do so and at their cost provided that any liability of the ACLT is expressed to be dependent on the Implementation of a Planning Permission which satisfies the Affordable Housing Condition and only to the extent that the ACLT is entering into the Section 106 to acknowledge it will carry out the ACLT Development and in the event that it does not commence works within a reasonable timescale suggested by Arun District Council and agreed by the ACLT (acting reasonably) from the date of the Section 106 Agreement, it will duly return the funds to Arun District Council for use elsewhere in the community.

- 2.4 In the event that, despite Crayfern and the ACLT having used all reasonable endeavours to satisfy the Affordable Housing Condition, the Planning Authority will not permit the payment in lieu of the Crayfern Affordable Housing to be made pursuant to the Affordable Housing Condition then the Landowners and Crayfern shall be free to negotiate such alternative terms of the Section 106 Agreement without further involvement of the ACLT and in such event the provisions of clause 3 6.1 and 6.3 below shall not apply and the Parish the Owners and Crayfern shall be free but not obliged to enter into the Parish Easement as they consider appropriate.
- 2.5 Crayfern shall lead all negotiations on the Section 106 Agreement with the Planning Authority.

3 PARISH EASEMENT

The grant of the Parish Easement is conditional on payment of the Commuted Sum pursuant to the Affordable Housing Condition within 10 Working Days of the Completion Date time being of the essence but in the circumstances contemplated by clause 2.4 the Parish, Crayfern and/or the Landowners shall be free to negotiate the grant of the Parish Easement Option.

4 FOUL SEWER

- 4.1 At any time on or after the Completion Date until the Foul Sewer End Date, Crayfern will at the written request of the ACLT within 28 days of such written request grant and the ACLT will accept the Foul Sewer Easement.
- 4.2 The Landowners, Crayfern and the ACLT shall work together to see that any further necessary rights (not contained in the Foul Sewer Easement) are granted by the Landowners/Crayfern (as applicable depending on which party is the landowner of the Development Property at the time the request is made) the case may be) to the ACLT so that the ACLT Development can connect into the Crayfern Foul Sewers at the Foul Sewer Connection Point and use the Crayfern Foul Sewers for the transmission of sewerage and that Crayfern or the Landowners depending on which party is the landowner of the Development Land at the time the request is made covenants to thereafter maintain the same subject to payment by the ACLT of a fair and reasonable proportion of the costs of such maintenance based on the principles of apportionment set out in the Foul Sewer Easement.
- 4.3 The ACLT acknowledges that it will also need rights in relation to Mayflower Way in order to bring the foul sewer from the ACLT Land to the Foul Sewers and that it will liaise with the Parish independently in relation to this.

5 ACLT'S OBLIGATIONS

The ACLT covenants with the Landowners and Crayfern:

- 5.1 not to do anything which would contravene the intentions of this agreement and which would as a consequence be prejudicial to the agreement of the Section 106 Agreement or the compliance by the parties to the terms of the Section 106 Agreement;
- 5.2 not to make any Disposition of the ACLT Land prior to the date which is the sooner of the grant of the Planning Permission and the Long Stop Date without procuring that the Third Party executes an Affordable Housing Deed of Covenant on or before completion of the deed or document effecting the Disposition and delivers it to the Landowners and Crayfern.

- 5.3 The ACLT consents to the Landowners and/or Crayfern applying to the Land Registry for the registration of a restriction in the Proprietorship Register of the title to the ACLT Land in the following terms (or as near thereto as the Land Registry shall permit):

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the date of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of clause 5.2 of the Collaboration Agreement dated ~~[insert date]~~ 2019 and made between (1) Taylor, Taylor, Taylor and Taylor (2) Crayfern Homes Limited and (3) Angmering Community Land Trust have been complied with or does not apply."

②
16
April

- 5.4 The ACLT covenants with the Landowner and Crayfern that

5.4.1 it shall apply for the withdrawal of the restriction entered against the title to the Development Land (but not the Foul Sewer Land) either (a) promptly upon payment by Crayfern of the Commuted Sum pursuant to the Affordable Housing Condition or (b) if, despite Crayfern having used all reasonable endeavours to satisfy the Affordable Housing Condition, the Planning Authority confirms that they will not permit the payment in lieu of the Crayfern Affordable Housing to be made pursuant to the Affordable Housing Condition, as soon as reasonably practicable thereafter;

5.4.2 and shall apply for the withdrawal of the restriction against the title to the Foul Sewer Land promptly upon completion of the Foul Sewer Easement (and payment of the Commuted Sum (subject to the terms of this Agreement)) or if earlier (assuming that the ACLT has not requested the grant of the Foul Sewer Easement pursuant to clause 4.1 above) following the Foul Sewer End Date

- 5.5 For the avoidance of doubt any land that has been the subject of an Excluded Disposition shall cease to be bound by the obligations in this Agreement such that the restriction at clause 6.26-A below shall not be registered on the title of any Excluded Disposition and the solicitor acting on behalf of the Landowner and/or Crayfern (as appropriate) shall be entitled to complete any required form RX3 or RX4 or such other form as may from time to time be required by the Land Registry to remove the restriction from the title to the part of the Development Land the subject of the Excluded Disposition.

6 CRAYFERN AND LANDOWNER'S OBLIGATIONS

Crayfern covenants with the ACLT:

- 6.1 not to make any Disposition of the Development Land prior to the circumstances in clause 5.4.1. having arisen or to make any Disposition of the Foul Sewer Land prior to the circumstances at clause 5.4.2 having arisen without procuring that the Third Party (save where the Third Party is in fact Crayfern) executes a Crayfern Deed of Covenant on or before completion of the deed or document effecting the Disposition and delivers it to the ACLT.

- 6.2 Crayfern and the Landowners consent to the ACLT applying to the Land Registry for the registration of a restriction in the Proprietorship Register of the title to the Development Land in the following terms (or as near thereto as the Land Registry shall permit):

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the date of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of clause 6.1 of the Collaboration

16 April

Agreement dated [date] 2019 and made between (1) Taylor, Taylor, Taylor and Taylor (2) Crayfern Homes Limited and (3) Angmering Community Land Trust have been complied with or does not apply."

- 6.3 Subject to clause 2.4 to pay the Commuted Sum pursuant to the Affordable Housing Condition on the Completion Date and in the event the Commuted Sum is not paid on such date without prejudice to any to any other remedies the ACLT may seek for Crayfern's breach to pay interest at 4% per annum above the Bank of England base rate, from the date such payment is due until the date payment is made.
- 6.4 Crayfern and or the Landowner (as appropriate) covenants with the ACLT that it shall apply for the withdrawal of the restriction entered against the title to the ACLT Land promptly upon the ACT having fully complied with all of its obligations within this Agreement.
- 6.5 For the avoidance of doubt any land that has been the subject of an Excluded Disposition shall cease to be bound by the obligations in this Agreement such that the restriction at clause 5.3 above shall not be registered on the title of any Excluded Disposition and the solicitor acting on behalf of the ACLT shall be entitled to complete any required form RX3 or RX4 or such other form as may from time to time be required by the Land Registry to remove the restriction from the title to the part of the ACLT Land the subject of the Excluded Disposition.

7 TERMINATION

- 7.1 If the Affordable Housing Condition has not been satisfied by the Longstop Date then the ACLT shall be entitled to terminate this agreement by notice on the other parties to this Agreement whereupon this agreement shall come to an end.
- 7.2 In the event of termination of this agreement both parties will remove all entries registered against the other's title and in the event of a failure to do so within 28 days of a request from the other, consent to remove it will be deemed and the party in whose favour the entry is registered irrevocably appoints the party against whom the entry is as their attorney for the purpose of removing it.

8 GOOD FAITH/CO-OPERATION

Each party acknowledges that it is their intention to act in good faith towards the other parties to this agreement in connection with this agreement and to co-operate with each other in connection with the Crayfern Development and ACLT Development and not to do or omit to do anything which would ransom the other or hinder or prevent a party from gaining access to and developing their land (being the Development Land or the ACLT Land as the context requires). To the extent necessary to achieve this intention the parties will fully co-operate with each other and will execute such deeds and documents as shall be reasonably necessary to resolve any conflict but this clause 8 shall not prevent or prejudice or affect the proper exercise of the Parish's statutory functions.

9 EXCLUSION OF PARTNERSHIP

The relationship of the parties set out in this agreement is not, nor is it intended to be, a partnership.

10 THIRD PARTY RIGHTS

- 10.1 Save as expressly provided, this agreement does not confer any rights on any person or party other than the Parties to this agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

10.2 The parties may rescind or vary this agreement without the consent of a third party to whom a right of enforcement has been expressly provided.

11 ENTIRE AGREEMENT

11.1 This agreement forms the entire agreement between the parties relating to its subject matter.

11.2 This agreement may only be varied by the parties or their solicitors (with their authority) in writing by specific reference to this clause and stating that this agreement is varied in the manner specified.

11.3 This agreement may be executed in any number of counterparts, each of which when executed will constitute a duplicate original, but all the counterparts will together constitute one agreement.

12 GOVERNING LAW AND JURISDICTION

This agreement is governed by and is to be construed in accordance with English law. The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this agreement.

13 DEED

This agreement is a deed and has been executed by the parties as a deed and is delivered and takes effect on the date stated at the beginning of it.

IN WITNESS whereof the Landowners, Crayfern and ACLT the Parish have executed this deed the day and year first before written.

SCHEDULE 1

Deed of Covenant

THIS DEED OF COVENANT is made on

20[•]

BETWEEN:

- (1) [NAME] whose registered office is at [location] [{"Transferree"}] [{"Tenant"}]; and
- (2) [NAME] (company number [•][]) whose registered office is at [location] [{"Transferor"}].

RECITALS

- A This deed is entered into pursuant to the obligations contained in the collaboration agreement ("**Collaboration Agreement**") dated [date][•][] and made between [][•][] (1) and [][•][] (2) relating to land at [location] ("**Property**").
- B [The Transferree has become the owner of the freehold interest in the Property] [The Tenant has acquired a leasehold interest in the Property].

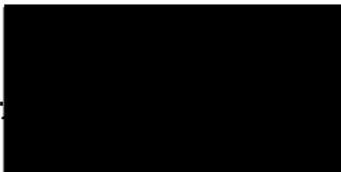
NOW THIS DEED WITNESSES as follows:

1 COVENANT

The [Transferree] [Tenant] [jointly and severally] covenants with the [Landowner/Crayfern/ACLT] that the [Transferree] [Tenant] will at all times after the date of this deed observe and perform all of the covenants conditions and obligations on the part of the Transferor contained in the Collaboration Agreement whether running with the land or of a personal or collateral nature and will do and perform all acts and things as shall be necessary or appropriate to enable the provision of the Collaboration Agreement to be performed in accordance with the terms and conditions of the Collaboration Agreement.

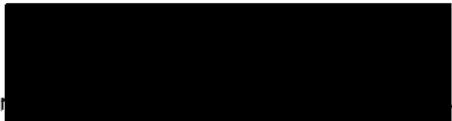
IN WITNESS whereof the [Transferree] [Tenant] and the [Landowner/Crayfern/ACLT] have executed this deed the day and year first before written.

SIGNED as a DEED by)
PETER TAYLOR.....)
in the presence of:.....)



Peter

Witness Sign



Witness Name *THOMAS RICHARD PAREIRA*

Witness Address *Thomas Egea House
Ferry Lane Chislehurst
POL 9 1UF*

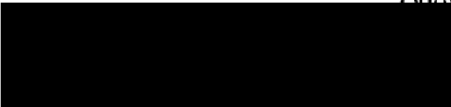
Witness Occupation *SOLICITOR*

SIGNED as a DEED by)
ANNE TAYLOR.....)
in the presence of:.....)



Anne Taylor

Witness Signature

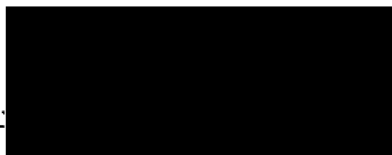


Witness Name *THOMAS RICHARD PAREIRA*

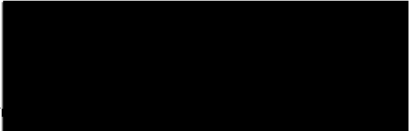
Witness Address *as above*

Witness Occupation.....)

SIGNED as a DEED by)
PETER TAYLOR as Attorney for)
SEAN TAYLOR)
Under a power of)
Attorney dated 13.9.2018)
in the presence of:)



Peter T

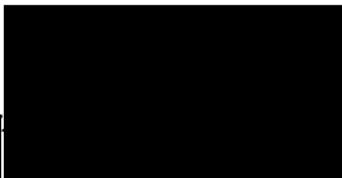
Witness Signature 

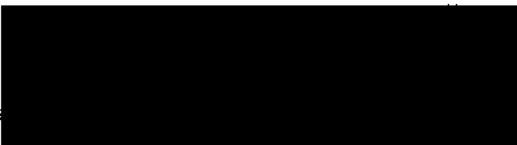
Witness Name THOMAS RICHARD PURCELL

Witness Address as above

Witness Occupation.....

SIGNED as a DEED by)
PETER TAYLOR as attorney for)
ANDREW TAYLOR)
Under a power of attorney dated 12.2.2019)
in the presence of:)



Witness Signature 

Witness Name THOMAS RICHARD PURCELL

Witness Address as above

Witness Occupation.....

EXECUTED as a **DEED** by
CRAYFERN HOMES LIMITED
acting by [REDACTED], a
director, in the presence of:



Signature of witness:



Name:

STATION B2U

Address:

GATEWAY HOUSE, TOLLGATE, CHANDLER FOLD,
WISLEIGH.

EXECUTED as a **DEED** by **Angmering
Community Land Trust** acting by

EXECUTED as a **DEED** on behalf of
ANGMERING PARISH COUNCIL

Councillor

Councillor

EXECUTED as a **DEED** by)
CRAYFERN HOMES LIMITED)
acting by [], a)
director, in the presence of:)
)

Signature of witness:

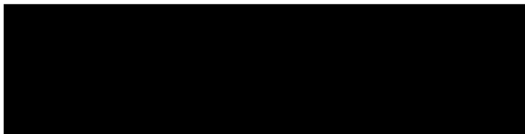
Name:

Address:

EXECUTED as a **DEED** by **Angmering Community Land Trust** acting by

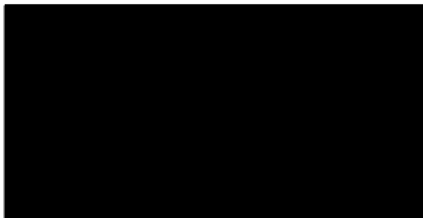
EXECUTED as a **DEED** on behalf of
ANGMERING PARISH COUNCIL

Councillor



S.C. MOUNTAIN

Councillor



V.E. OLDFIELD

DATED

201[]

- (1) CRAYFERN HOMES LIMITED
- (2) ANGMERING COMMUNITY LAND TRUST

DEED OF EASEMENT

**relating to property known as Mayflower
Way, Angmering, Littlehampton**

CONTENTS

Page No.

1	DEFINITIONS.....	1
2	INTERPRETATION.....	2
3	GRANT OF EASEMENTS.....	2
4	COVENANTS BY THE GRANTOR.....	2
5	COVENANTS BY THE GRANTEES.....	3
6	LAND REGISTRY RESTRICTION.....	3
7	DECLARATIONS.....	3
8	REGISTRATION AND MEMORANDUM.....	3
9	VAT.....	4
10	JURISDICTION.....	4
11	THIRD PARTY RIGHTS.....	4
	SCHEDULE 1.....	5
	The Rights.....	5
	SCHEDULE 2.....	6
	Part 1.....	6
	Grantor's Positive Covenants.....	6
	Part 2.....	6
	Grantor's Restrictive Covenants.....	6
	SCHEDULE 3.....	7
	Part 1.....	7
	Grantees' Positive Covenants.....	7
	Part 2.....	7
	Grantees' Restrictive Covenants.....	7
	SCHEDULE 4.....	9
	Deed of Covenant.....	9

BETWEEN:

- (1) **CRAYFERN HOMES LIMITED** (Company number 02703219) whose registered office is at Victoria House, 14 St John's Road, Hedge End, Southampton SO30 4AB] ("**Grantor**");
- (2) **ANGMERING COMMUNITY LAND TRUST** of c/o Angmering Community Centre Foxwood Avenue Angmering West Sussex BN16 4FU ("**Grantee**")

1 DEFINITIONS

1.1 In this Deed, unless the context otherwise requires, the following terms and expressions have the following meanings:

"Approved" approval not to be unreasonably withheld or delayed

"Foul Sewers" the foul sewers and foul sewer connection point to be constructed within the Grantors Property by the Grantor for the benefit of the Grantor's Property and the Grantees' Property in the approximate position shown by a broken red line on Plan 2 within the Purple Land subject to the proviso in paragraph 1 of Schedule.

"Grantor's Property" means the land known as Land Lying to the West of Roundstone Land, Angmering, Littlehampton shown edged red on Plan 1 and registered at HM Land Registry with title numbers WSX375116 (part), WSX125334 (part) and WSX133756.

"Grantees' Property" means the land known as Land on the South Side of Mayflower Way, Angmering, Littlehampton and registered at HM Land Registry with title number WSX390931.

"Necessary Consents" means all planning permissions, approvals, consents, licences and certificates required by any Relevant Authority for the construction of the Foul Sewer

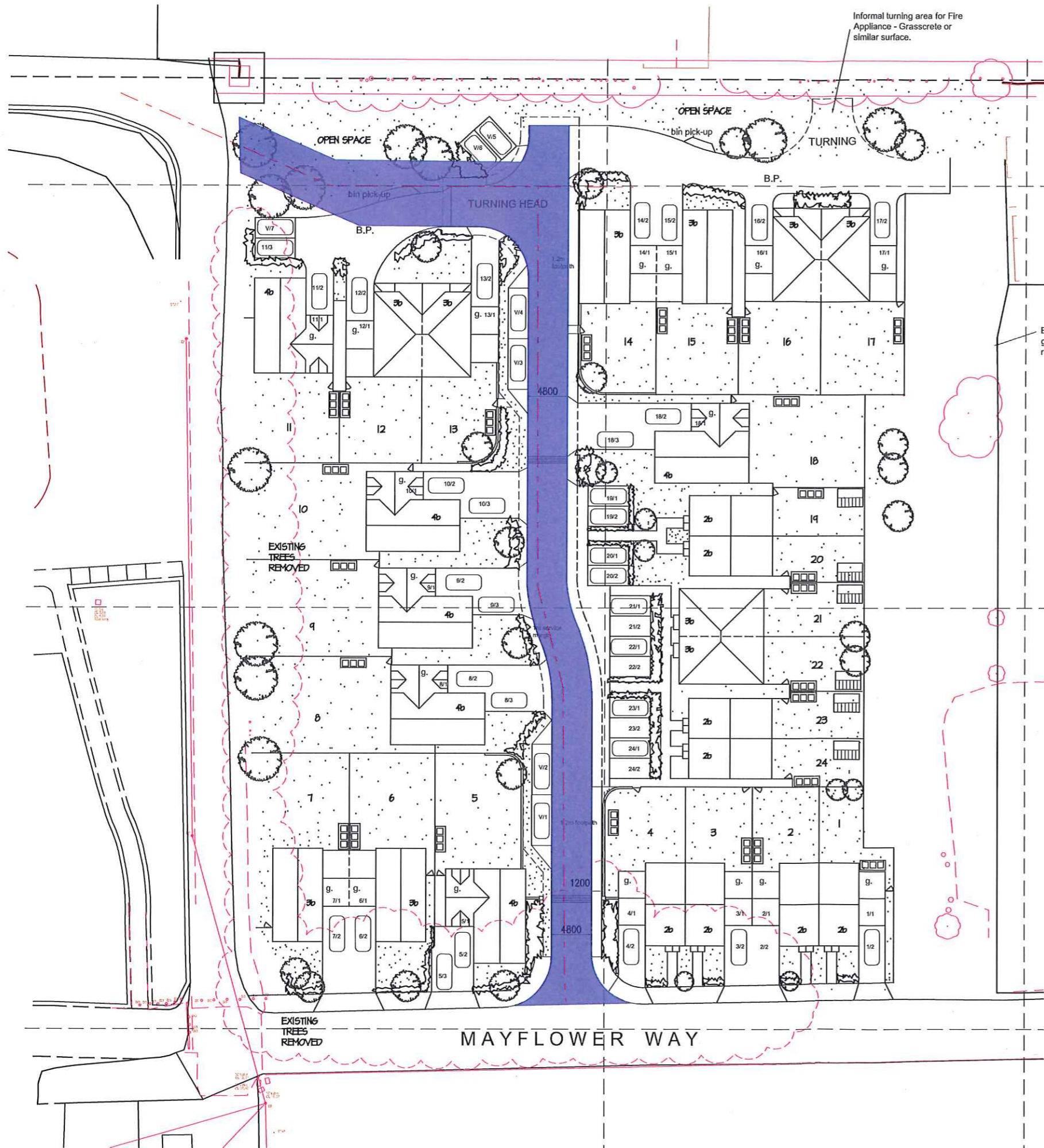
"Plan" means the plan or plans annexed to this Deed and if numbered plans are attached any reference to a numbered plan is to the plan so numbered and attached at Annexure 1.

"Purple Land" means the part of the Grantor's Property shown coloured purple on Plan 2

"Relevant Authority" means all statutory corporations, local or other authorities and all bodies exercising statutory rights, powers or obligations, which will include but not be limited to highway, planning, drainage, water, electricity, gas and telecommunications suppliers and any other authority, body or company to which the powers of such authority, body or company are delegated.

"Rights" means the easements, rights or privileges set out in Schedule 1.

"Services" means foul drainage.



EASEMENT TO SHOW POINTS OF CONNECTION FOR CLT ONTO THE ESTATE ROAD FOR FOUL SEWER



Victoria House 14 St Johns Road Hedge End Southampton Hampshire SO30 4AB
 Tel 01489 773577 * Fax 01489 797111 * E mail sales@crayfernhomes.co.uk

Do not scale this drawing. Use written dimensions only. All dimensions are to be checked on site prior to commencement of work. This drawing is the copyright of Crayfern Homes Limited and may not be copied altered or reproduced in any way without their written authority

EASEMENT FOR POINTS OF CONNECTION FOR CLT INTO THE FOUL SEWER DEVELOPMENT AT:

**MAYFLOWER WAY
 ANGMERING**

**FOR
 CRAYFERN HOMES LIMITED**

Scale : 1:500 @ A3 Date : NOV 2018
 Drawing No : 56_14_150.5

“VAT” means value added tax and any other tax or duty of a similar nature substituted for it or in addition to it;

2 INTERPRETATION

2.1 In this Deed:

- 2.1.1 the expression **“the Grantor”** includes the owner or owners for the time being of the Grantor’s Property, and the Grantor’s successors in title;
- 2.1.2 the expression **“the Grantees”** includes the owner or owners for the time being of the Grantees’ Property, and the Grantees’ successors in title;
- 2.1.3 obligations expressed to be made or assumed by a party comprising more than one person are made and are to be construed as made by all such persons jointly and severally;
- 2.1.4 words denoting one gender include the other genders and words denoting persons include firms and corporations and vice versa;
- 2.1.5 words importing the singular number include the plural and vice versa;
- 2.1.6 clause, paragraph and schedule headings are not to affect interpretation;
- 2.1.7 any obligation on any party not to do, or omit to do anything includes an obligation not to allow that thing to be done or omitted to be done by any employee, servant, agent, consultant or other person acting on that party’s behalf, or under that party’s control;
- 2.1.8 unless the context otherwise requires, a reference to a clause or to a Schedule is a reference to the relevant clause in, or Schedule to this Deed, and a reference to a paragraph of a Schedule is a reference to the relevant paragraph of that Schedule.

2.2 Any references in this Deed to **“liability”** include, where the context allows, claims, demands, proceedings, damages, loss, costs and expenses.

2.3 Any references in this Deed to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force, and references to a statute include statutory instruments and regulations made pursuant to it.

3 GRANT OF EASEMENTS

In consideration of the covenants contained in this deed the Grantor with full title guarantee grants the Rights to the Grantee for the benefit of Grantee’s Property to hold the Rights to the Grantees in fee simple.

4 COVENANTS BY THE GRANTOR

The Grantor on behalf of itself and its successors in title to the Grantor’s Property covenants with the Grantee, for the benefit of the Grantee’s Property, and with the intention that that the covenants will bind the Grantor’s Property but not so as to impose

any personal liability on the Grantor or any successor in title of the Grantor after it has parted with all of its interest in the Grantor's Property to observe and perform the covenants in Part 2 of Schedule 2.

5 COVENANTS BY THE GRANTEES

The Grantee covenants with the Grantor for the benefit of the Grantor's Property, and with the intention that the covenants will bind the Grantee's Property but not so as to impose any personal liability on the Grantee or any successor in title of the Grantee after it has parted with all of its interest in the Grantee's Property that the Grantee, their successors in title and anyone authorised by them to use the Rights shall at all times observe and perform the covenants in Schedule 3.

6 LAND REGISTRY RESTRICTION

The Grantee and the Grantor request the Land Registry to enter in the proprietorship register of the Purple Land a restriction referring to this Deed in the following form:

“No transfer or lease of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of paragraph 4 of part 1 of Schedule 2 to the Deed of Grant dated [•] and made between (1) Crayfern Homes Limited and Angmering Community Land Trust have been complied with or that they do not apply to the disposition.”

7 DECLARATIONS

- 7.1 The Grantee and the Grantor declare that this Deed does not operate to create or convey any easements, rights or privileges over the Grantor's Property other than those expressly granted by this Deed.
- 7.2 Except as expressly granted in this Deed, the Grantee is not to become entitled to any right to light or air, or to any other easement, right or privilege over the Grantor's Property which would or might restrict or prejudicially affect the future rebuilding, alteration or development of the Grantor's Property.
- 7.3 Unless otherwise stated, the Rights are not granted exclusively and are granted in common with corresponding rights of the Grantor and other persons lawfully entitled to exercise such rights.

8 REGISTRATION AND MEMORANDUM

- 8.1 The Grantee agrees forthwith to apply to the Land Registry on Form AP1 to register the benefit and burden of the easements and restrictive covenants granted by this Deed on the registers of the titles to the Purple Land and the Grantee's Property, and to deliver to the Grantor, within ten days of registration, official copies of the registers of those titles (and of the title plans) evidencing that the necessary entries have been made.
- 8.2 The Grantor agrees to place a certified copy of this Deed with the title deeds to the Grantor's Property, to endorse a memorandum of this Deed on the conveyance or other instrument or instruments by virtue of which the Grantor's

Property is vested in the Grantor, and to supply to the Grantee a certified copy of the memorandum within ten days of the date of this Deed.

9 VAT

9.1 All sums made payable by this Deed are exclusive of any VAT.

9.2 Any obligation to pay money includes an obligation to pay VAT chargeable in respect of that payment.

10 JURISDICTION

This Deed is governed by and construed in all respects in accordance with the law of England.

11 THIRD PARTY RIGHTS

Save as expressly provided, none of the provisions of this Deed are intended to or will operate to confer any benefit (pursuant to the Contracts (Rights of Third Parties) Act 1999) on a person who is not named as a party to this Deed.

DULY DELIVERED AS A DEED on the date inserted at the beginning of this document.

SCHEDULE 1

The Rights

- 1 The right to connect into the Foul Sewers and thereafter the right to the free and uninterrupted passage of Services through the Foul Sewers PROVIDED THAT the Grantor shall be entitled to alter the position of the Foul Sewer subject to the Approval of the Grantee (and the Rights shall then apply to the altered position in substitution) subject to the Grantor obtaining all the necessary consents and approvals and complying with the requirements of the Relevant Authority and provided that the exercise of the Rights shall not be materially and unreasonably prejudiced.

- 2 The right until such time as the Foul Sewers are adopted by a Relevant Authority, in the event of default by the Grantor of its covenant as contained in clause 3 of Schedule 2 only, to enter upon such parts of the Purple Land as is reasonably necessary with workmen, tools, materials after giving not less than 15 Working Days prior notice to the Grantor of its intention to do so to enter on and dig up and excavate so much of the Purple Land as may be necessary from time to time with or without workmen plant and equipment for the purposes of maintaining, repairing, renewing inspecting the Sewers subject always to minimising the disruption that may be caused to the Grantor's Property and making good all damage caused to the Grantor's Property to the reasonable satisfaction of the Grantor as soon as reasonably practicable .

SCHEDULE 2

Part 1

Grantor's Positive Covenants

- 1 To construct the Foul Sewers in a good and workmanlike manner and in accordance with all Necessary Consents, all relevant statutes and current codes of building practice.
- 2 To ensure that there is a suitably-sized capped pipe foul sewer connection point with sufficient capacity for the Grantee's use available for use by the Grantee at the southern boundary of the Purple Land which is accessible from Mayflower Way for connection by the Grantee for the benefit of the Grantee's Property.
- 3 To keep the Foul Sewers in good repair and condition until adopted by a Relevant Authority subject always to the payment by the Grantee of all sums due in accordance with paragraph 1 of Schedule 3 Part 1..
- 4 Not to transfer or grant a lease with a term of more than 7 years of the whole or any part of the Purple Land without first procuring that the disponee covenants (and if more than one, jointly and severally) with the Grantees and for the benefit of the owner or owners from time to time of the Grantees' Property to observe and perform the covenants set out in this Schedule 2 (including this covenant) in the form set out in SCHEDULE 4.

Part 2

Grantor's Restrictive Covenants

- 1 Not to obstruct, prevent or interrupt the exercise of the Rights by the Grantees but this is subject to the rights of others entitled to exercise rights over the Purple Land and the powers of any Relevant Authority.
- 2 Not to carry out any works or erect any building or structure or plant within 1 metre of the Foul Sewers serving or capable of serving the Grantees' Property, and not to materially interfere with, impede or obstruct the Grantees' access to or use of them. This paragraph 2 does not apply in so far as is necessary for the Grantor to carry out temporary works in order to comply with Schedule 2, Part 1 above, but this is subject to the rights of others entitled to exercise rights over the Purple Land and the powers of any Relevant Authority.
- 3 Not to discharge into the Foul Sewers any substance which may be harmful to the environment or to human health or corrosive or which may cause any damage to or obstruction of or deposit in them.
- 4 Not to do anything or allow anything to be done on the Grantor's Property that may interfere with or damage the Foul Sewers or interfere with, impede or obstruct the Grantees' access to or use of them but this is subject to the rights of others entitled to exercise rights over the Grantor's Property and the powers of any Relevant Authority.

SCHEDULE 3

Part 1

Grantees' Positive Covenants

- 1 Subject to the free and uninterrupted use of the rights granted in SCHEDULE 1 the Grantee covenants to pay to the Grantor the Fair Proportion on an annual basis the first such payment being on the date upon which the Grantee exercises the rights set out at paragraph 1 of Schedule 1.

Fair Proportion = $(TC \div TU) \times ACLTU$

Where:

TC = the total cost incurred by the Grantor in maintaining the Foul Sewers which serves both the Grantor's Property and the Grantee's Property until such time as the Local Authority adopts it.

TU = the total number of bedrooms comprised within both (a) the Grantor's Property pursuant to planning permission reference [*Insert Crayfern Planning Permission reference*] and/or any further dwellings constructed on the Grantor's Property pursuant to any subsequent planning permissions granted and implemented in respect of such dwellings and (b) the Grantee's Property pursuant to the [*insert the relevant planning permission for the ACLT*] and/or any further dwellings constructed on the Grantee's Property pursuant to any subsequent planning permission granted and implemented in respect of such dwellings and which use the Foul Sewers which serve the Grantee's Property.

ACLTU = the total number of bedrooms withindwellings to be constructed on the Grantee's Property pursuant to the [*insert the relevant planning permission for ACLT*] or or any subsequent planning permission granted and which has been fully implemented on the Grantee's Property using the Foul Sewers which serve the Grantee's Property.

EXAMPLE

SO, for example if the Crayfern Planning Permission permits the construction of 25 dwellings on the Grantor's Property with 75 bedrooms and the ACLT Planning Permission permits the construction of 12 dwellings on the Grantee's Land with 36 bedroomss and the costs incurred during the relevant year by the Grantor in maintaining the Foul Sewers which serve both the Grantor's Property and the Grantee's Property until such time as the Local Authority adopts it are £2,000.

Then:

The Fair Proportion will be: $(£2,000 \div 111) \times 36 = £648.64$

Part 2

Grantees' Restrictive Covenants

1. Not to dispose of the whole or any part of the Grantee's Property without first procuring that the disponent covenants (and if more than one, jointly and severally) with the Grantor and for the benefit of the owner or owners from time to time of the Grantee's Property to observe and perform the covenants set out in this SCHEDULE 3 (including this covenant) in the form set out in SCHEDULE 4.
2. Not to discharge into the Foul Sewers any substance which may be harmful to the environment or to human health or corrosive or which may cause any damage to or obstruction of or deposit in them.
3. Not to do anything or allow anything to be done on the Grantee's Property that may obstruct or damage the Foul Sewers

SCHEDULE 4

Deed of Covenant

THIS AGREEMENT is made on *[insert day and month]* 20*[insert year]*

PARTIES

- 1 *[Insert name[s] of owner[s] of the Grantees' Land]* of *[insert address]* OR incorporated in England and Wales with company registration number *[insert company registration number]* whose registered office is at *[insert registered office address]* (the Grantee[s]);
[and]
- 2 *[Insert name of entity/entities acquiring interest in the Grantor's Land]* of *[insert address]* OR incorporated in England and Wales with company registration number *[insert company registration number]* whose registered office is at *[insert registered office address]* (the Transferee[s]);

3 DEFINITIONS

“Deed of Easement” means a Deed of Easement dated *[insert date]* made between [Peter Taylor, Anne Taylor, Sean Taylor And Andrew Taylor/Crayfern Homes Limited and the Angmering ACLT affecting the Grantor's Property;

“Grantor's Property” means the freehold land known as *[insert details]* [as registered at HM Land Registry under title number *[insert title number]*] [shown [edged blue] on the Plan];

“Plan” means the plan annexed to this Deed; and

“Property” means the [freehold land known as *[insert details of land acquired by Transferee]* [as registered at HM Land Registry under title number *[insert title number]*] [shown *[edged red]* on the Plan].

4 INTERPRETATION

In this deed any obligations expressed to be made or assumed by a party comprising more than one person are made and are to be construed as made by all such persons jointly and severally.

5 TRANSFEREE'S COVENANTS

The Transferee covenants with the Grantee[s]/Grantor that it will:

- 5.1 observe and perform the covenants contained in [Schedule 2/3] to the Deed of Easement as if:
 - 5.1.1 those covenants were set out in full in this Deed; and
 - 5.1.2 references to the Grantor's/Grantee's Property in the Deed of Easement were references to the Property in this Deed.

5.2 make an application to the Land Registrar on form RX1 to register a restriction on the proprietorship register of the title to the Property in the form set out in clause 6 of the Deed of Easement.

6 JOINT AND SEVERAL LIABILITY

Where the Transferee is more than one person the Grantee[s] may release or compromise the liability of any of those persons under this deed or grant time or other indulgence without affecting the liability of any other of them.

7 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 law of England.

8 JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

9 THIRD PARTY RIGHTS

Save as expressly provided, none of the provisions of this Deed are intended to or will operate to confer any benefit (pursuant to the Contracts (Rights of Third Parties) Act 1999) on a person who is not named as a party to this Deed.

10 EXECUTION

The Grantee[s] and the Transferee[s] have executed this Deed of Covenant as a deed and it is delivered on the date set out above.

EXECUTED as a **DEED** by)
CRAYFERN HOMES LIMITED)
acting by [], a)
director, in the presence of:)
)

Signature of witness:

Name:

Address:

EXECUTED as a **DEED** by **Angmering
Community Land Trust** acting by

DATED

2019

(1) ANGMERING PARISH COUNCIL

AND

(2) PETER TAYLOR, ANNE TAYLOR,
SEAN TAYLOR AND ANDREW
TAYLOR

OPTION FOR EASEMENT

relating to
Mayflower Way, Angmering,
Littlehampton

CONTENTS

	Page No.
1	DEFINITIONS 1
2	GRANT OF THE OPTION 5
3	CONDITIONS PRECEDENT 5
4	PLANNING OBLIGATION 5
5	SATISFACTORY PLANNING PERMISSION 6
6	OPTION SATISFACTION DATE 6
7	EXERCISE OF THE OPTION 7
8	GRANTOR'S OBLIGATIONS 7
9	STANDARD COMMERCIAL PROPERTY CONDITIONS 7
10	COMPLETION 7
11	ASSIGNMENT 7
12	REGISTRATION 8
13	DISPUTE RESOLUTION 8
14	RESTRICTION 9
15	EXCLUSION OF PARTNERSHIP 9
16	THIRD PARTY RIGHTS 9
17	ENTIRE AGREEMENT 9
18	GOVERNING LAW AND JURISDICTION 10
19	DEED 10
	SCHEDULE 1 11
	Form of Option Notice 11
	SCHEDULE 2 12
	Deed of Covenant 12

APPENDIX

Form of Deed of Easement

BETWEEN:

- (1) **ANGMERING PARISH COUNCIL** of Corner House, The Square, Angmering, Littlehampton, West Sussex BN16 4EA ("**Grantor**");and
- (2) **PETER TAYLOR, ANNE TAYLOR, SEAN TAYLOR AND ANDREW TAYLOR C/O PETER TAYLOR** c/o Peter Taylor of Hamra House, Spinney Lane, Itchenor, Chichester, West Sussex PO20 7DJ ("**Grantee**").

IT IS AGREED:

1 DEFINITIONS

- 1.1 In this agreement the following expressions shall unless the context otherwise requires have the meanings hereafter respectively assigned to them that is to say:

"1990 Act" means the Town and Country Planning Act 1990;

"Affordable Housing" means housing subject to any restriction in respect of occupiers or tenure or which carries any subsidy for land or building cost or which is required to be transferred to or managed by a local authority, registered provider, society association charity or similar body within the Housing and Regeneration Act 2008 or which is otherwise intended to be made available to people who cannot afford to occupy housing generally available on the open market including low cost housing and key worker housing;

"Affordable Housing Condition Precedent" means the grant of Planning Permission for the Development without any planning condition or Planning Obligations requiring the provision of Affordable Housing on the Grantee's Property as part of the Planning Permission which shall be achieved in one or more of the following ways:

- (a) a Commuted Sum payable to the CLT or a Community Land Trust for the purposes of providing Affordable Housing in Angmering; or
- (b) a Commuted Sum payable to the Planning Authority to be used for the purposes of providing Affordable Housing on the CLT Land or within the parish of Angmering

"Appeal" means any of the following as the case may be:

- (a) an appeal against all or any of the following:
 - (i) a refusal of a Planning Application;
 - (ii) the grant of a Planning Permission subject to an unacceptable condition;
 - (iii) the non-determination of a Planning Application; or
 - (iv) a decision in respect of an application under section 73 of the 1990 Act or other similar application or remove a condition to a Planning Permission;
- (b) any other appeal under section 78 of the 1990 Act or other comparable provision; or

(c) a call-in under section 77 of the 1990 Act;

“CLT” means the Angmering Community Land Trust of Corner House, The Square, Angmering, Littlehampton, West Sussex BN16 4EA;

“CLT Land” means the land known as Land on the South Side of Mayflower Way, Angmering, Littlehampton and registered at HM Land Registry with title number WSX390931;

“Collaboration Agreement” mean a collaboration agreement of even date made between Peter Taylor, Anne Taylor, Sean Taylor and Andrew Taylor (1) Crayfern (2) the CLT (3) and the Grantor (4)

“Community Infrastructure Levy” means the community infrastructure levy referred to in Part II of the Planning Act 2008 and the regulations made or to be made under that Act (including the Community Infrastructure Levy Regulations 2010) and includes any similar or analogous tax or levy;

“Commuted Sum” means a payment of £572,000 (or such other sum as the Planning Authority may specify) in lieu of the onsite or offsite provision of Affordable Housing for the Permitted Development;

“Completion Date” means 10 Working Days after the service of the Option Notice in accordance with clause 7.1 of this agreement or (if later) the date upon which the Grantee pays the Commuted Sum either (as applicable) to:

(a) the CLT or a Community Land Trust for the purposes of providing Affordable Housing in Angmering; or

(b) a Commuted Sum payable to the Planning Authority to be used for the purposes of providing Affordable Housing on the CLT Land or within the parish of Angmering

“Deed of Covenant” means a deed of covenant substantially in the form set out in Schedule 2 with such amendments thereto as the Grantor and the Grantee (both acting reasonably) shall approve in writing (such approval not to be unreasonably withheld or delayed);

“Deed of Easement” means a deed of easement in the form of the draft deed of easement annexed to this agreement at Appendix for the benefit of the whole of the Grantee’s Property;

“Development” means the development of the whole or part only of the Grantee’s Property either alone or in conjunction with other land as the Grantee may require primarily for residential use but including all associated and ancillary uses;

“Disposition” means one or more of the following in respect of the Property or any part of it and whether by the registered proprietor of the Grantor’s Property:

(a) the transfer of the whole or any part of the Grantor’s Property, whether or not for valuable consideration;

(b) the grant of a lease over the whole or any part of the Grantor’s Property, whether or not for valuable consideration;

“Expert” means an independent person appointed and acting in accordance with clause 13 to resolve a matter under this agreement;

"Grantee's Property" means the land known as land lying to the West of Roundstone Land, Angmering, Littlehampton registered at HM Land Registry with title numbers WSX375116, WSX125334 and WSX133756;

"Grantee's Solicitors" means Irwin Mitchell LLP of Thomas Eggar House, Friary Lane, Chichester, West Sussex PO19 1UF or such other firm as may be appointed from time to time by the Grantee and who have given notice of their appointment to the Grantor's Solicitors;

"Grantor's Property" means that part of the land known as Land at Mayflower Way, Angmering, Littlehampton registered at HM Land Registry with title number WSX318767 and WSX318768 shown coloured blue on Plan 3 and cross hatched green and cross-hatched yellow on Plan 2 and coloured purple on Plan 4;

"Grantor's Solicitors" means Surrey Hills Solicitors LLP of 296 High Street, Dorking, Surrey RH4 1QT or such other firm as may be appointed by the Grantor from time to time and who have given notice of their appointment to the Grantee's Solicitors;

"Longstop Date" means ²⁰²¹ 16 October [Drafting Note - insert date 30 months from the date of this Agreement];

"Option" means the option granted to the Grantee by clause 2;

"Option Notice" means the notice substantially in the form set out in Schedule 1 served by the Grantee pursuant to clause 7;

"Option Period" means the period from the date of this agreement until the Longstop Date;

"Option Satisfaction Date" means the later of:

- (a) The Affordable Housing Condition Precedent being satisfied or the Planning Authority not agreeing to payment of the Commuted Sum pursuant to the Affordable Housing Condition Precedent;
- (b) The Section 127(3) Condition being satisfied; and
- (c) Satisfactory Planning Permission being obtained;

"Permitted Development" means the development permitted by a Planning Permission;

"Plan" means the plan or plans annexed to this Deed and if numbered plans are attached any reference to a numbered plan is to the plan so numbered

"Planning Application" means an application to the Planning Authority under the 1990 Act for Planning Permission for the Development made by or on behalf of the Grantee or in respect of which the Grantee is acting as agent or otherwise has control or for any variation to a Planning Permission;

"Planning Authority" means Arun District Council or such other relevant planning authority for the area in which the Grantee's Property is situated;

"Planning Obligation" means any statutory obligation or agreement that in the Grantee's opinion is necessary for or will assist in obtaining Planning Permission or carrying out the Development including an agreement or undertaking in made pursuant to Section 106 of the 1990 Act, Section 111 of the Local Government Act 1972, Section 33 of the Local Government (Miscellaneous Provisions) Act 1982



- Ransom strip held by Mr P Taylor
- Estate Road
- Option to Purchase for Mr P Taylor
- Rights over to retained land
- Crayfern Homes residential development site
- Retained Land by Mr P Taylor



Victoria House 14 St Johns Road Hedge End Southampton Hampshire SO30 4AB
 Tel 01489 773577 * Fax 01489 797111 * E mail sales@crayfernhomes.co.uk

Do not scale this drawing. Use written dimensions only. All dimensions are to be checked on site prior to commencement of work. This drawing is the copyright of Crayfern Homes Limited and may not be copied altered or reproduced in any way without their written authority

OWNERSHIP PLAN (PARISH CLT)
 DEVELOPMENT AT:
 MAYFLOWER WAY
 ANGMERING

FOR
 CRAYFERN HOMES LIMITED

Scale : 1:500 @ A3 Date : JULY 2018
 Drawing No : 56_14_150.7

PLAN 1



SURFACE WATER DRAINAGE:
 Surface water drainage embraces the SUDS (Sustainable Urban Drainage) philosophy. This means utilising soakaways as the means of surface water discharge so water from the development will go directly to ground. On site infiltration tests at various locations to establish suitability have been undertaken. These tests results have been utilised to produce a drainage strategy that will introduce domestic soakaways to cater for the roof discharge for each property. Prior to discharging to the soakaway roof water will pass through a silt trap which will reduce the sediment deposit in the soakaway. All domestic drives and shared parking areas will be constructed from porous block paving which will discharge into the open graded sub base construction. This will provide attenuation storage prior to discharging into the underlying ground. The main access road into the site will be constructed from impermeable macadam with a gully drainage system. Gullies will drain into the open graded sub base construction through a diffuser. The open graded sub base will provide the required attenuation prior to discharging through the sub strata through infiltration. All surface water drainage has been designed in accordance with current Environment Agency requirements for the 1 in 100 year storm event plus 40% increase for climate change.

FOUL WATER DRAINAGE:
 The nearest public foul sewer is situated approximately 200 metres away in Parsons Close. Recent changes to Southern Water criteria regarding connecting to public sewers mean there will be no objection to the proposed discharge from the site connecting into this sewer. Levels have been calculated and it appears a gravity discharge from the site to the outfall is possible. The route of the sewer from the site to the outfall will and objections are not anticipated as the new sewer will serve the proposed.

- Legend:**
- Existing foul water sewer
 - Existing surface water sewer
 - ⊙ Type 2 manhole
 - ⊙ Type 3 manhole
 - ⊙ Silt Trap Manhole
 - Domestic foul water drainage
 - Domestic surface water drain
 - Domestic rubble soakaway designed in accordance with Environment Agency criteria. In-situ testing has been undertaken to confirm infiltration rates.
 - Unadopted highway gully with Polypipe Permeable Diffuser draped in 2mm mesh to diffuse surface water into the sub grade
 - Permeable block paved driveway and parking area
 - FFL 11.20 Proposed Finished Floor Level
 - Carriageway crossfall
 - Proposed easement for foul drainage
 - Proposed easement for surface water drainage
 - Area of attenuation basin

REFERENCE	Cover Level (m)	Invert Level (m)	Depth to Soft (m)	Size (mm)	Type	Comments
EXMRef1505	10.34	8.51 (TBC)	3.68	Existing	Existing manhole level to be confirmed	
F1	TBC	8.55	TBC	1200 diameter	2	
F2	TBC	6.90	TBC	450 diameter	3	
F3	TBC	7.20	TBC	1200 diameter	2	
F3A	TBC	7.28	TBC	1200 diameter	2	
F4	TBC	7.29	TBC	1200 diameter	2	
F5	TBC	7.75	TBC	1200 diameter	2	
F6	11.00	7.92	2.53	1200 diameter	2	
F7	11.20	8.10	2.95	1200 diameter	2	
F8	10.89	8.42	2.32	1200 diameter	2	
F9	10.80	8.51	2.14	1200 diameter	2	
F10	10.20	8.74	1.31	1200 diameter	2	
F11	10.10	8.69/8.85	1.15	1200 diameter	2	
F12	10.00	8.94	0.91	450 diameter	3	
F13	10.00	9.15/9.20	0.70	450 diameter	3	
F14	10.00	9.37	0.53	450 diameter	3	
F15	10.15	9.55	0.50	450 diameter	3	
F16	10.30	9.50	0.70	450 diameter	3	
F17	10.30	9.70	0.50	450 diameter	3	
F18	TBA	TBA	TBA	1200 diameter	2	
F19	TBA	TBA	TBA	1200 diameter	2	

M 28.02.19	Eastern boundary amended	KN
L 09.10.18	Layout amended to architects 2_10_Final layout	KN
K 24.09.18	Attenuation basin added	KN
J 18.09.18	Soakways adjusted	KN
H 24.08.18	Easement adjusted alongside play area	KN
G 20.08.18	Foul drainage repositioned alongside play area	KN
F 04.05.18	Surface water and foul drainage connections to adjacent site	KN
E 27.03.18	Surface water manholes S1-S3 and easement added	KN
D 12.03.18	F1-F2 repositioned, easement added	KN
C 14.03.18	Surface water drainage and notes added	KN
B 09.01.18	Additional survey information added	KN
A 03.01.18	Final issue	KN
Rev	Date	Issue

Drawing Date: PRELIMINARY-FOR PLANNING

Project: MAYFLOWER LANE ANGMERING

Client: Crayfern HOMES

ESCHER SILVERMAN
 Civil & Structural Consulting Engineers
 Roughton, A2 Ormeau Park, Elmora Way, Charlton Park, Hampshire SO53 4AE
 Tel: 01703 647849 Email: info@eschersilverman.com www.eschersilverman.com

Drawing Title: Engineering Details
 Drainage Strategy Layout

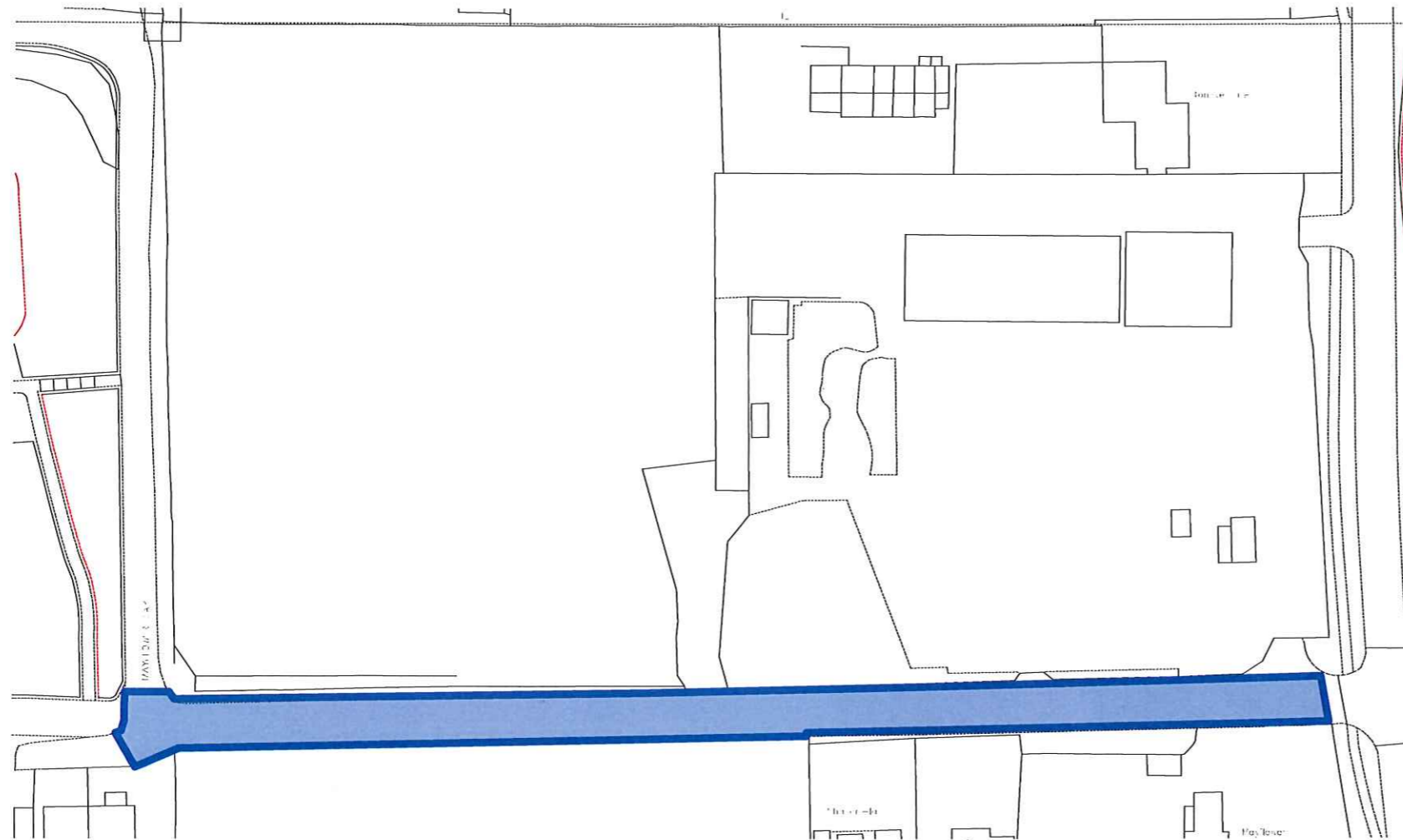
Drawn	Checked	Scale	Paper Size	Date
KN		1:500	A1	03.18

Job No: ES1539
 Drawing No: 602-01
 Revision: M

This drawing is the copyright of Escher Silverman and may not be copied, altered or reproduced in any form or passed to a third party without the consent of Escher Silverman. Do not scale from this drawing, use figured dimensions only. Dimensions should be checked and verified on site and any discrepancies should be reported to Escher Silverman as soon as possible.

PLAN 2

 PARISH COUNCIL LAND SUBJECT TO A RIGHT OF WAY IN FAVOUR OF CRAYFERN HOMES LIMITED



Victoria House 14 St Johns Road Hedge End Southampton Hampshire SO30 4AB
Tel 01489 773577 * Fax 01489 797111 * E mail sales@crayfernhomes.co.uk

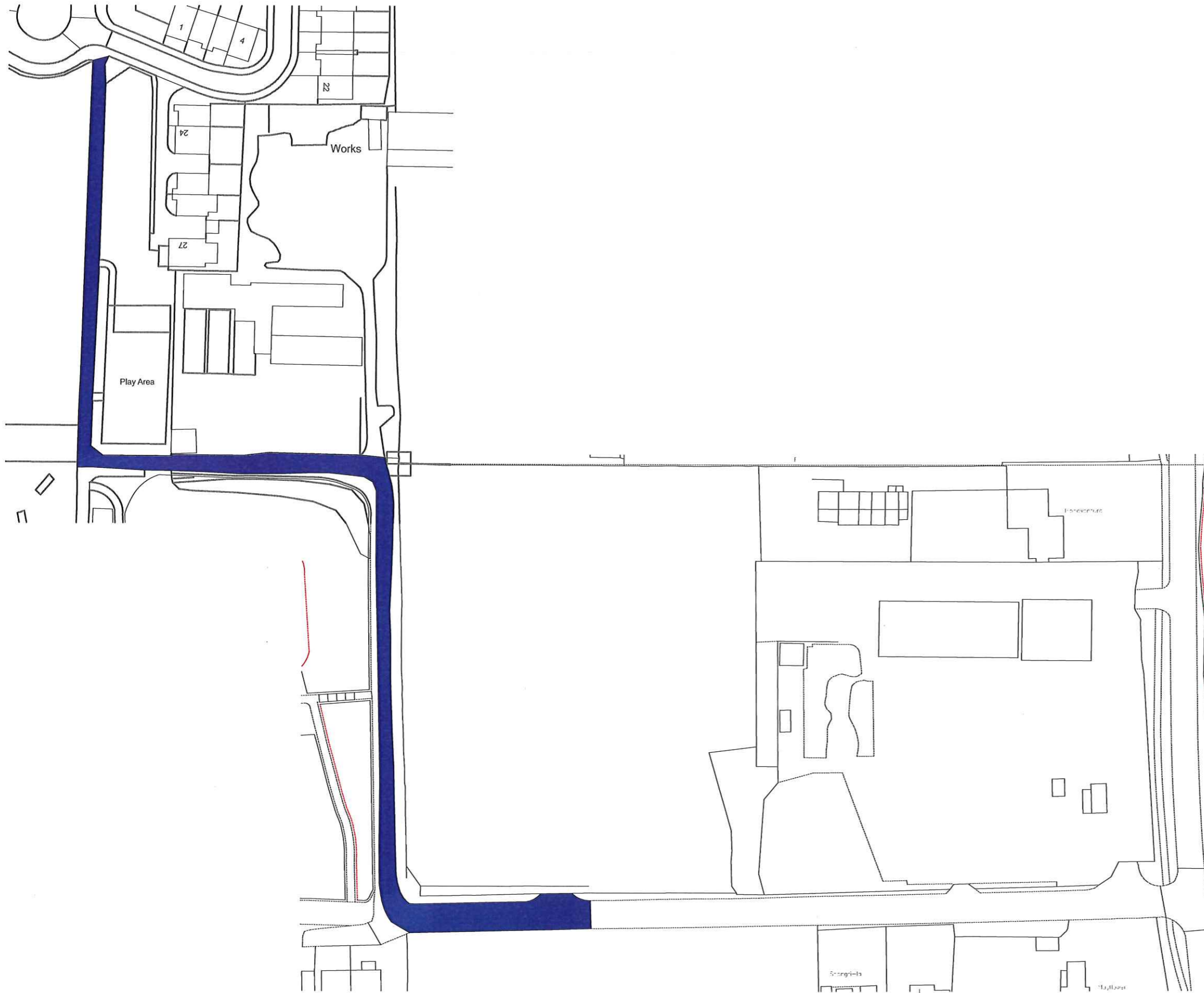
Do not scale this drawing. Use written dimensions only. All dimensions are to be checked on site prior to commencement of work. This drawing is the copyright of Crayfern Homes Limited and may not be copied altered or reproduced in any way without their written authority

**RIGHT OF WAY OVER PARISH COUNCIL LAND
DEVELOPMENT AT:
MAYFLOWER WAY
ANGMERING**

FOR
CRAYFERN HOMES LIMITED

Scale : 1:1000 @ A3 Date : MAY 2018
Drawing No : 56_14_150

PLAN 3



Ordnance Survey (c) Crown Copyright 2014. All rights reserved. Licence number 100022432



Victoria House 14 St Johns Road Hedge End Southampton Hampshire SO30 4AB
Tel 01489 773577 * Fax 01489 797111 * E mail sales@crayfernhomes.co.uk

Do not scale this drawing. Use written dimensions only. All dimensions are to be checked on site prior to commencement of work. This drawing is the copyright of Crayfern Homes Limited and may not be copied altered or reproduced in any way without their written authority

RIGHT OF ACCESS
DEVELOPMENT AT:
MAYFLOWER WAY
ANGMERING

FOR
CRAYFERN HOMES LIMITED

Scale : 1:500 @ A3 Date : JULY 2018
Drawing No : 56_14_150.3

PLAN
4

or any agreement under Section 38 or Section 278 of the Highways Act 1980 or under the Water Industry Act 1991;

“Planning Permission” means a planning permission for the Development granted pursuant to a Planning Application or any Appeal and includes:

- (a) a full planning permission;
- (b) an outline planning permission;
- (c) a hybrid permission;

“Price” means £250,000;

“Relevant Authority” means the Planning Authority and any authority or body responsible for highways, foul and surface water drainage, flood defence and management or the protection of wildlife or the environment and any company or body responsible for Services or Service Media or any other authority, company, body, corporation or organisation exercising statutory functions or concerned with or responsible for other infrastructure or having jurisdiction in relation to the Grantee's Property or the Development or any matter relating to them;

“Reserved Matters” means any matters reserved for the subsequent approval of the Planning Authority by a Planning Permission whether within the definition in Article 2(1) of the Town and County Planning (Development Management Procedure)(England) Order 2015 (S.I.2015/595) or otherwise;

“Satisfactory Planning Permission” means a Planning Permission which is in a form acceptable to the Grantee;

“Section 106 Agreement” means an agreement entered into with the Planning Authority pursuant to Section 106 of the 1990 Act;

“Section 127(3) Condition” means satisfying the requirements of section 127(3) Local Government Act 1972 in connection with the grant of rights pursuant to the Deed of Easement;

“Service Media” means sewers, drains, ducts, pipes, wires, cables, fibres, channels, conduits, pumping systems, balancing ponds, surface water drainage systems, electricity substations, gas governors, soakaways, manholes and any other service media, equipment, apparatus, structures or installations for the supply, transmission or discharge of the Services;

“Services” means the supply of water, electricity, gas, telecommunication or data communication services or the disposal of foul or surface water and any other supply, service or system;

“Third Party” means any person to whom the Grantor is proposing to make a Disposition during the Option Period;

“Working Day” means any day from Monday to Friday (inclusive) that is not Christmas Day, Good Friday or a statutory bank holiday in England or any day between 24 December and the immediately following 1 January inclusive and **“Working Days”** will be construed accordingly; and

“Works Agreement” means an agreement under Section 38 and/or 278 of the Highways Act 1980 and/or Section 104 of the Water Industry Act 1991 and/or the Gas Act 1986 and/or the Water Act 1989 and/or the Electricity Act 1989 and/or the Flood and Water Management Act 2010 or any provision of similar intent or an agreement with a Relevant Authority relating to the Services or Service Media which

the Grantee reasonably considers necessary for or which will assist in obtaining Planning Permission or the carrying out of the Development.

- 1.2 Where the context so admits the expressions “Grantor” and “Grantee” shall include their respective successors in title.
- 1.3 Words importing one gender shall be construed as importing any other gender.
- 1.4 Words importing the singular shall be construed as importing the plural and vice versa.
- 1.5 Words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa.
- 1.6 Where any party comprises more than one person the obligations and liabilities of that party under this agreement shall be joint and several obligations and liabilities of those persons.
- 1.7 The clause headings do not form part of this agreement and shall not be taken into account in its construction or interpretation.
- 1.8 Any reference to a clause or a paragraph or a schedule is to one in this agreement so numbered.

2 GRANT OF THE OPTION

- 2.1 In consideration of the obligations set out in this agreement the Grantor pursuant to sections 127 and 111 of the Local Government Act 1972 with full title guarantee grants to the Grantee the Option to be granted the Deed of Easement during the Option Period.
- 2.2 The Option is intended to be binding on the Grantor and the Grantor's successors in title to the Grantor's Property and is not intended to be personal to the Grantee.

3 CONDITIONS PRECEDENT

- 3.1 The Grantee shall use reasonable endeavours to satisfy the Affordable Housing Condition Precedent.
- 3.2 The Grantor shall use reasonable endeavours to satisfy the Section 127(3) Condition as soon as reasonably practicable following the date of this Agreement and shall notify the Grantee in writing on the date the Section 127(3) Condition is satisfied.

4 PLANNING OBLIGATION

- 4.1 The Grantor will at the cost of the Grantee (such costs to be reasonable and properly incurred) enter into any Planning Obligation immediately upon being requested to do so by the Grantee and execute it as a deed provided that:
 - 4.1.1 the obligations in the Planning Obligation are expressed not to come into effect until the Planning Permission to which it relates is granted except for an obligation in respect of the payment of the fees of the Planning Authority and any other Relevant Authority;
 - 4.1.2 the obligations on the part of the Grantor in the Planning Obligation are expressed not to take effect and be enforceable unless and until the commencement of the Permitted Development apart from an obligation to obtain pre commencement approvals and to give notice of commencement of

development and any restrictions preventing the commencement of the Permitted Development prior to compliance with specified obligations;

- 4.1.3 apart from obligations on the part of the Grantor in the Planning Obligation which are subject to the provisions of clauses 4.1.1 and 4.1.2 the provisions of the Planning Obligation do not require the Grantor to make any payment or carry out any work;
- 4.1.4 the Planning Obligations do not impose any restrictions or obligations on any land owned or occupied by the Grantor other than the Grantor's Property.
- 4.2 The Grantor will procure that any chargee or mortgagee of the Grantor's Property (if any) enters into the Planning Obligation promptly on being requested to do so.
- 4.3 At the Grantee's request, the Grantor must at the cost of the Grantee (such costs to be reasonable and properly incurred) immediately deduce title to the Grantor's Property to the Planning Authority or other Relevant Authority in connection with any proposed Planning Obligation.
- 4.4 The Grantor if requested by the Grantee must at the cost of the Grantee (such costs to be reasonable and properly incurred) promptly enter into a Works Agreement if the Grantee reasonably considers that it would facilitate the grant of a Satisfactory Planning Permission or that it would assist the Grantee in ensuring it can implement the Satisfactory Planning Permission provided that the Grantor shall not be required to enter into a Works Agreement unless the Grantee can satisfy the Grantor (acting reasonably) that the Grantor will not incur any liability under the Works Agreement or that a suitable indemnity is provided which will indemnify the Grantor against all liability under the Works Agreement.

5 SATISFACTORY PLANNING PERMISSION

- 5.1 The Grantee shall within 10 Working Days of the issue of any notice or decision letter granting Planning Permission pursuant to any Planning Application or Appeal send a copy of that notice or letter to the Grantor.
- 5.2 If a Planning Permission is granted then the Grantee shall give written notice to the Grantor within 20 Working Days of the date of receipt of the Planning Permission by the Grantee stating whether the Grantee considers that the Planning Permission is granted subject to a condition which the Grantee considers unacceptable and is not therefore a Satisfactory Planning Permission or would not be a Satisfactory Planning Permission on the approval of Reserved Matters.
- 5.3 If the Planning Permission is an outline permission or is in part outline with Reserved Matters the Grantee shall give notice to the Grantor within 20 Working Days of the date of receipt of the Planning Permission by the Grantee stating whether the outline Planning Permission is a Satisfactory Planning Permission or if the outline Planning Permission can only become a Satisfactory Planning Permission on the approval of Reserved Matters.

6 OPTION SATISFACTION DATE

- 6.1 When the Grantee considers that the Option Satisfaction Date has occurred it shall give notice to the Grantor.
- 6.2 The Option Satisfaction Date shall be the date the Grantee confirms in writing to the Grantor that the Option Satisfaction Date has occurred pursuant to clause 6.1.
- 6.3 On the Option Satisfaction Date the obligations of the Parties in respect of the Property under clauses 7 and 9 (inclusive) shall (insofar as they have not already come into force) come into effect.

7 EXERCISE OF THE OPTION

- 7.1 At any time after the Option Satisfaction Date and up to and including the Longstop Date the Option shall be exercisable by the Grantee serving the Option Notice on the Grantor.
- 7.2 No deposit is payable upon service of the Option Notice.
- 7.3 As between the Grantor and the Grantee the service of the Option Notice shall constitute a binding agreement for the grant of the Deed of Easement upon the terms and conditions contained or referred to in this agreement.
- 7.4 The Grantor shall sign and return a copy of the Option Notice to the Grantee within ten Working Days of its receipt but the Option Notice will not be invalidated if the Grantor fails to sign and return the Option Notice in accordance with this clause.
- 7.5 If the service of an Option Notice is not sufficient to create a legally binding and enforceable agreement for the grant of the Deed of Easement the Grantor and the Grantee shall execute such further documents as either of them may reasonably require to create a legally binding and enforceable contract for the grant of the Deed of Easement on the terms of this agreement.
- 7.6 On the exercise of the Option the Grantor shall execute and complete the Deed of Easement over the Property in accordance with the terms of this agreement.

8 GRANTOR'S OBLIGATIONS

The Grantor covenants with the Grantee during the Option Period:

- 8.1 not to do anything which will be prejudicial to the grant of the Deed of Easement or the exercise of the rights to be granted by the Deed of Easement but this clause shall not affect or prejudice the exercise of rights granted to or acquired by another person before the date of this agreement or exercisable by a Relevant Authority;
- 8.2 not to make any Disposition without procuring that the Third Party executes a Deed of Covenant on or before completion of the deed or document effecting the Disposition and delivers it to the Grantee.

9 STANDARD COMMERCIAL PROPERTY CONDITIONS

The Standard Commercial Property Conditions (Third Edition) shall be incorporated into this agreement insofar as they are relevant to the grant of an easement and inconsistent with the terms of this agreement. The Standard Commercial Property Conditions shall be read so that the Seller shall mean the Grantor and the Buyer shall mean the Grantee.

10 COMPLETION

- 10.1 Completion of the Deed of Easement shall take place on the Completion Date at the offices of the Grantor's Solicitors.
- 10.2 On the Completion Date the Grantee shall pay to the Grantor the Price.

11 ASSIGNMENT

The Grantee may assign the benefit of this agreement and the assignee may exercise the Option as though he were the Grantee named in this agreement but the Grantee shall not make and disposition assigning the benefit of this agreement without procuring that the assignee executes a Deed of Covenant on or before the completion of the deed or document effecting such assignment and delivers it to the Grantor.

12 REGISTRATION

- 12.1 The Grantor consents to registration of a notice of this agreement in the charges register of the Grantor's title to the Grantor's Property.
- 12.2 If the Option expires the Grantee shall forthwith cancel any registrations made by it in any registers to protect this agreement.

13 DISPUTE RESOLUTION

- 13.1 Wherever in this agreement it states that a dispute between the parties shall be referred to an Expert for determination then the provisions of this clause 13.
- 13.2 The Expert shall be:
 - 13.2.1 in the case of a dispute on planning issues, a barrister or independent town planner who has practiced in the area of planning law for at least 10 years;
 - 13.2.2 in the case of a matter which does not fall within clause 13.2.1 a barrister with at least 10 years' experience in the subject matter of the dispute.
- 13.3 The parties shall agree on the appointment of the Expert and shall agree with the Expert the terms of the appointment.
- 13.4 If the parties are unable to agree on the Expert to be appointed under clause 13.2 or the terms of the appointment within one month of the dispute arising, then the matter shall be referred to the Chairman of the Bar Council.
- 13.5 The Expert shall be instructed to prepare a written decision and give notice (including a copy) of the decision to the parties within a maximum of two months of the matter being referred to the Expert.
- 13.6 If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this clause then:
 - 13.6.1 either may apply to the Chairman of the Bar Council (as appropriate) to discharge the Expert and to appoint a replacement Expert; and
 - 13.6.2 this clause shall apply to the new Expert as if they were the first Expert appointed.
- 13.7 The parties are entitled to make submissions to the Expert and will provide (or procure that others provide) the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision.
- 13.8 To the extent not provided for by this clause, the Expert may in their reasonable discretion determine such other procedures to assist with the conduct of the determination as the Expert considers just or appropriate, including (to the extent the Expert considers necessary) instructing professional advisers to assist the Expert in reaching a determination.
- 13.9 The parties shall with reasonable promptness supply each other with all information and give each other access to all documentation as the other party may reasonably require to make a submission under this clause.
- 13.10 The Expert shall act as an expert and not as an arbitrator. The Expert's written decision on the matters referred to the Expert shall be final and binding on the parties in the absence of manifest error or fraud.

- 13.11 The Expert's fees and any costs properly incurred by the Expert in arriving at a determination (including any fees and costs of any advisers appointed by the Expert) shall be borne by the parties equally or in such other proportions as the Expert shall direct.
- 13.12 All matters concerning the process and result of the determination by the Expert shall be kept confidential among the parties and the Expert with the exception that the parties may disclose the result of the determination by the Expert to their professional advisers who are fully instructed and required to comply with these restrictions on disclosure.
- 13.13 Each party shall act reasonably and co-operate to give effect to the provisions of this clause and otherwise do nothing to hinder or prevent the Expert from reaching a determination.

14 RESTRICTION

14.1 The Grantor consents to the Grantee applying to the Land Registry for the registration of a restriction in the Proprietorship Register of the title to the Grantor's Property in the following terms (or as near thereto as the Land Registry shall permit):

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the date of this restriction, is to be registered without a certificate signed by Peter Taylor or his conveyancer that the provisions of clause 8.2 of the Option for Easement Agreement dated [] and made between Angmering Parish Council and Taylor, Taylor, Taylor and Taylor have been complied with or does not apply."

15 EXCLUSION OF PARTNERSHIP

The relationship of the parties set out in this agreement is not, nor is it intended to be, a partnership.

16 VAT

The Grantor warrants to the Grantee that there has been no exercise of the option to tax which has effect under Schedule 10 of the Value Added Tax Act 1994 in respect of Grantor's Property and undertakes with the Grantee that no such option to tax will be exercised before the Completion Date.

17 THIRD PARTY RIGHTS

- 17.1 Save as expressly provided, this agreement does not confer any rights on any person or party other than the parties to this agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 17.2 The parties may rescind or vary this agreement without the consent of a third party to whom a right of enforcement has been expressly provided.

18 ENTIRE AGREEMENT

- 18.1 This agreement forms the entire agreement between the parties relating to its subject matter.
- 18.2 This agreement may only be varied by the parties or their solicitors (with their authority) in writing by specific reference to this clause and stating that this agreement is varied in the manner specified.

18.3 This agreement may be executed in any number of counterparts, each of which when executed will constitute a duplicate original, but all the counterparts will together constitute one agreement.

19 GOVERNING LAW AND JURISDICTION

This agreement is governed by and is to be construed in accordance with English law. The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this agreement.

20 DEED

This agreement is a deed and has been executed by the parties as a deed and is delivered and takes effect on the date stated at the beginning of it.

IN WITNESS whereof the Grantor and the Grantee have executed this deed the day and year first before written.

SCHEDULE 1

Form of Option Notice

To: The Grantor

Re: Option for Easement dated [][] day of [][]
20[][] made between [][] (1) and [][] (2) relating to
land at [][] ("**Option Agreement**")

- 1 We refer to the Option Agreement.
- 2 We give to you notice that we exercise our option to be granted the Deed of Easement (as defined in the Option Agreement) for the benefit of the Grantee's Property (as defined in the Option Agreement).

SIGNED by or on behalf of the Grantee

Date:

SCHEDULE 2

Deed of Covenant

THIS DEED OF COVENANT is made on 20[•]

BETWEEN:

- (1) [NAME] whose registered office is at [location] [{"Transferee"}] [{"Tenant"}]; and
- (2) [NAME] (company number [•][])) whose registered office is at [location] [{"Grantee"}].

RECITALS

- A This deed is entered into pursuant to the obligations contained in the agreement ("**Option Agreement**") dated [date][•][] and made between [][•][] (1) and [][•][] (2) relating to land at [location] ("**Property**").
- B [The Transferee has become the owner of the freehold interest in the Property] [The Tenant has acquired a leasehold interest in the Property].

NOW THIS DEED WITNESSES as follows:

1 COVENANT

The [Transferee] [Tenant] [jointly and severally] covenants with the Grantee that the [Transferee] [Tenant] will at all times after the date of this deed observe and perform all of the covenants conditions and obligations on the part of the Grantor contained in the Option Agreement whether running with the land or of a personal or collateral nature and will do and perform all acts and things as shall be necessary or appropriate to enable the Grantee to exercise its right to be granted the Deed of Easement (as defined in the Option Agreement) in accordance with the terms and conditions of the Option Agreement.

IN WITNESS whereof the [Transferee] [Tenant] and the Grantee have executed this deed the day and year first before written.

SIGNED as a DEED by)
PETER TAYLOR.....)
in the presence of:

.....
Peter Taylor

Witness Signature.....

Witness Name.....

Witness Address.....

.....

.....

Witness Occupation.....

SIGNED as a DEED by)
ANNE TAYLOR.....)
in the presence of:

.....
Anne Taylor

Witness Signature.....

Witness Name.....

Witness Address.....

.....

.....

Witness Occupation.....

SIGNED as a DEED by)
PETER TAYLOR as attorney for.....)
SEAN TAYLOR.....)
Under a power of attorney dated [2018])
in the presence of:.....)

.....
Peter Taylor

Witness Signature.....

Witness Name.....

Witness Address.....

.....

.....

Witness Occupation.....

SIGNED as a DEED by)
PETER TAYLOR as attorney for.....)
ANDREW TAYLOR.....)
Under a power of attorney dated [2018])
in the presence of:.....)

.....
Peter Taylor

Witness Signature.....

Witness Name.....

Witness Address.....

.....

.....

Witness Occupation.....

EXECUTED as a **DEED** on behalf of
ANGMERING PARISH COUNCIL

Councillor

Councillor

APPENDIX
Form of Deed of Easement

DATED

2018

(1) ANGMERING PARISH COUNCIL

AND

(2) PETER TAYLOR, ANNE TAYLOR,
SEAN TAYLOR AND ANDREW
TAYLOR

AND

(3) CRAYFERN HOMES LIMITED

DEED OF EASEMENT

relating to property known as Mayflower
Way, Angmering, Littlehampton

CONTENTS

	Page No.
1	DEFINITIONS 1
2	INTERPRETATION 2
3	GRANT OF EASEMENTS 3
4	COVENANTS BY THE GRANTOR 3
5	COVENANTS BY THE GRANTEES 3
6	LAND REGISTRY RESTRICTION 3
7	DECLARATIONS 3
8	REGISTRATION AND MEMORANDUM 3
9	VAT 4
10	JURISDICTION 4
11	THIRD PARTY RIGHTS 4
	SCHEDULE 1 5
	The Rights 5
	SCHEDULE 2 7
	Part 1 7
	Grantor's Positive Covenants 7
	Part 2 7
	Grantor's Restrictive Covenants 7
	SCHEDULE 3 8
	Part 1 8
	Grantees' Positive Covenants 8
	Part 2 8
	Grantees' Restrictive Covenants 8
	SCHEDULE 4 9
	Deed of Covenant 9

BETWEEN:

- (1) **ANGMERING PARISH COUNCIL** of The Corner House, The Square, Angmering, Littlehampton, West Sussex BN16 4EA ("**Grantor**");
- (2) **PETER TAYLOR, ANNE TAYLOR, SEAN TAYLOR AND ANDREW TAYLOR** c/o Peter Taylor of Hamra House, Spinney Lane, Itchenor, Chichester, West Sussex PO20 7DJ ("**First Grantee**"); and
- (3) **CRAYFERN HOMES LIMITED** (Company number 02703219) whose registered office is at Victoria House, 14 St John's Road, Hedge End, Southampton SO30 4AB ("**Second Grantee**")

the First Grantee and the Second Grantee together "**the Grantees**".

1 DEFINITIONS

1.1 In this Deed, unless the context otherwise requires, the following terms and expressions have the following meanings:

"**Fee**" means £250,000 exclusive of VAT.

"**First Grantee's Property**" means the land lying to the West of Roundstone Land, Angmering, Littlehampton registered at HM Land Registry with title numbers WSX125334 and WSX375116 and which is not shown edged in red and shown as shaded orange and pink on Plan 1.

"**Grantees' Property**" means the First Grantee's Property and the Second Grantee's Property.

"**Grantor's Property**" means the Green Land, the Yellow Land, the Purple Land and Mayflower Way which form part of the land registered at the Land Registry under title numbers WSX318767 and WSX318768 .

"**Green Land**" means the land cross hatched green on Plan 2.

"**Mayflower Way**" means the road shown coloured blue on Plan 3.

"**Plan**" means the plan or plans annexed to this Deed and if numbered plans are attached any reference to a numbered plan is to the plan so numbered and attached at Annexure 1.

"**Purple Land**" means the access land shown coloured purple of Plan 4.

"**Relevant Authority**" means all statutory corporations, local or other authorities and all bodies exercising statutory rights, powers or obligations, which will include but not be limited to highway, planning, drainage, water, electricity, gas and telecommunications suppliers and any other authority, body or company to which the powers of such authority, body or company are delegated.

"**Rights**" means the easements, rights or privileges set out in Schedule 1.

"**Second Grantee's Property**" means the land known as land lying to the West of Roundstone Land, Angmering, Littlehampton registered at HM Land Registry with title numbers WSX375116, WSX125334 and WSX133756 shown edged in red on Plan 1.

“Services” means water, foul and surface water drainage, gas, electricity, telecommunications and any other services and supplies.

“Service Media” means all media for the supply or removal of heat, smoke, electricity, gas, water, sewage, energy, telecommunications, television, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

“Service Media Provider” any organisation whose business includes the installation of Service Media;

“SUDS Drainage Area” means the area shown coloured blue on Plan 2;

“VAT” means value added tax and any other tax or duty of a similar nature substituted for it or in addition to it;

“Yellow Land” means the land cross hatched yellow on Plan 2.

2 INTERPRETATION

2.1 In this Deed:

2.1.1 the expression **“the Grantor”** includes the owner or owners for the time being of the Grantor’s Property, and the Grantor’s successors in title;

2.1.2 the expression **“the Grantees”** includes the owner or owners for the time being of the Grantees’ Property, and the Grantees’ successors in title;

2.1.3 obligations expressed to be made or assumed by a party comprising more than one person are made and are to be construed as made by all such persons jointly and severally;

2.1.4 words denoting one gender include the other genders and words denoting persons include firms and corporations and vice versa;

2.1.5 words importing the singular number include the plural and vice versa;

2.1.6 clause, paragraph and schedule headings are not to affect interpretation;

2.1.7 any obligation on any party not to do, or omit to do anything includes an obligation not to allow that thing to be done or omitted to be done by any employee, servant, agent, consultant or other person acting on that party’s behalf, or under that party’s control;

2.1.8 unless the context otherwise requires, a reference to a clause or to a Schedule is a reference to the relevant clause in, or Schedule to this Deed, and a reference to a paragraph of a Schedule is a reference to the relevant paragraph of that Schedule.

2.2 Any references in this Deed to **“liability”** include, where the context allows, claims, demands, proceedings, damages, loss, costs and expenses.

2.3 Any references in this Deed to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force, and references to a statute include statutory instruments and regulations made pursuant to it.

3 GRANT OF EASEMENTS

In consideration of the Fee (receipt of which is acknowledged by the Grantor), the Grantor pursuant to section 127 of the Local Government Act 1972 with full title guarantee grants the Rights to the Grantees for the benefit of Grantees' Property to hold the Rights to the Grantees in fee simple.

4 COVENANTS BY THE GRANTOR

4.1 The Grantor on behalf of itself and its successors in title to the Grantor's Property covenants with the Grantees, for the benefit of the Grantees' Property, to observe and perform the covenants in Part 1 of Schedule 2.

4.2 The Grantor on behalf of itself and its successors in title to the Grantor's Property covenants with the Grantees, for the benefit of the Grantees' Property, and with the intention that that the covenants will bind the Grantor's Property but not so as to impose any personal liability on the Grantor or any successor in title of the Grantor after it has parted with all of its interest in the Grantor's Property to observe and perform the covenants in Part 2 of Schedule 2.

5 COVENANTS BY THE GRANTEES

The Grantees covenant with the Grantor for the benefit of the Grantor's Property, that the Grantees, their successors in title and anyone authorised by them to use the Rights shall at all times observe and perform the covenants in Schedule 3.

6 LAND REGISTRY RESTRICTION

The Grantees and the Grantor request the Land Registry to enter in the proprietorship register of the Grantor's Property a restriction referring to this Deed in the following form:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of paragraph 5 of part 1 of Schedule 2 to the Deed of Grant dated [] and made between (1) Angmering Parish Council (2) Peter Taylor, Anne Taylor, Sean Taylor and Andrew Taylor and (3) Crayfern Homes Limited have been complied with or that they do not apply to the disposition."*

7 DECLARATIONS

7.1 The Grantees and the Grantor declare that this Deed does not operate to create or convey any easements, rights or privileges over the Grantor's Property other than those expressly granted by this Deed.

7.2 Except as expressly granted in this Deed, the Grantees are not to become entitled to any right to light or air, or to any other easement, right or privilege over the Grantor's Property which would or might restrict or prejudicially affect the future rebuilding, alteration or development of the Grantor's Property.

7.3 Unless otherwise stated, the Rights are not granted exclusively and are granted in common with corresponding rights of the Grantor and other persons lawfully entitled to exercise such rights.

8 REGISTRATION AND MEMORANDUM

8.1 The Grantees agree forthwith to apply to the Land Registry on Form AP1 to register the benefit and burden of the easements and restrictive covenants granted by this Deed on the registers of the titles to the Grantor's Property and the Grantees' Property, and to deliver to the Grantor, within ten days of registration, official copies

of the registers of those titles (and of the title plans) evidencing that the necessary entries have been made.

- 8.2 The Grantor agrees to place a certified copy of this Deed with the title deeds to the Grantor's Property, to endorse a memorandum of this Deed on the conveyance or other instrument or instruments by virtue of which the Grantor's Property is vested in the Grantor, and to supply to the Grantees a certified copy of the memorandum within ten days of the date of this Deed.

9 VAT

- 9.1 All sums made payable by this Deed are exclusive of any VAT.
- 9.2 Any obligation to pay money includes an obligation to pay VAT chargeable in respect of that payment.

10 JURISDICTION

This Deed is governed by and construed in all respects in accordance with the law of England.

11 THIRD PARTY RIGHTS

Save as expressly provided, none of the provisions of this Deed are intended to or will operate to confer any benefit (pursuant to the Contracts (Rights of Third Parties) Act 1999) on a person who is not named as a party to this Deed.

DULY DELIVERED AS A DEED on the date inserted at the beginning of this document.

SCHEDULE 1

The Rights

- 1 The right in common with all others so entitled to pass and repass with or without vehicles over Mayflower Way at all times and for all purposes in connection with the use of the Grantees' Property.
- 2 The right at reasonable times and on reasonable prior notice (except in an emergency) to enter on to any part of Mayflower Way in order to improve, maintain, reinforce, repair, renew, clear or inspect the same subject to obtaining and complying with all necessary approvals, consents and permissions and not materially interfering with the rights of others.
- 3 The right at reasonable times and on reasonable prior notice (except in an emergency) to enter on to any part of the Grantor's Property not yet built upon to fell, trim or lop any trees, bushes and other vegetation on Mayflower Way, the Green Land, the Yellow Land any other part of the Grantor's Property not yet built upon which obstruct or interferes with the exercise of the Rights granted to the Grantees by this deed provided that the person exercising such rights removes from the Grantor's Property all timber, wood and vegetation cut and leave the Grantor's Property neat and tidy.
- 4 The right at reasonable times and on reasonable prior notice (except in an emergency) to enter on to any part of Mayflower Way or the Grantor's Property not built upon and to the extent reasonably required by the Grantees to:

4.1 lay install alter divert construct connect into reinforce repair maintain renew clear inspect or replace any Service Media in, on or under Mayflower Way; and

4.2 lay install alter and/or construct new Service Media in, on or under Mayflower Way and thereafter to connect into repair maintain renew clear divert inspect or replace the same,

subject to the person exercising such rights causing as little disturbance and interference to the Grantor's Property as possible in the exercise of such rights and making good any damage caused to the Grantor's Property (including reinstating any landscaping or the surface of any hard area) without undue delay and to the reasonable satisfaction of the Grantor and subject to obtaining and complying with all necessary approvals, consents and permissions and not materially interfering with the rights of others.

- 5 The right at reasonable times and on reasonable prior notice (except in an emergency) to enter on to any part of the Green Land or the Grantor's Property not built upon and to the extent reasonably required by the Grantees to:

5.1 lay install alter divert construct connect into reinforce repair maintain renew clear inspect or replace any Service Media in, on or under the Green Land in order to discharge surface water from the Grantees' Property to the SUDS Drainage Area on the Grantor's Property; and

5.2 lay install alter and/or construct new Service Media in on or under the Green Land in order to discharge surface water from the Grantees' Property and thereafter to connect into repair maintain renew clear divert inspect or replace the same,

subject to the person exercising such rights causing as little disturbance and interference to the Grantor's Property as possible in the exercise of such rights and making good any damage caused to the Grantor's Property (including reinstating any landscaping or the surface of any hard area) without undue delay and to the reasonable satisfaction of the Grantor subject to obtaining and complying with all necessary approvals, consents and permissions and not materially interfering with the rights of others and taking all reasonable precautions to safeguard the users of the Grantor's adjoining property as public open space.

6 The right at reasonable times and on reasonable prior notice (except in an emergency) to enter on to any part of the Yellow Land or the Grantor's Property not built upon and to the extent reasonably required by the Grantees in order to:

6.1 lay install alter divert construct connect into reinforce repair maintain renew clear inspect or replace any Service Media in, on or under the Yellow Land necessary to discharge foul water from the Grantees' Property; and

6.2 lay install alter and/or construct new Service Media to discharge surface water in on or under the Yellow Land in order to discharge foul water from the Grantees' Property and thereafter to connect into repair maintain renew clear divert inspect or replace the same,

subject to the person exercising such rights causing as little disturbance and interference to the Grantor's Property as possible in the exercise of such rights and making good any damage caused to the Grantor's Property (including reinstating any landscaping or the surface of any hard area) without undue delay and to the reasonable satisfaction of the Grantor and subject to obtaining and complying with all necessary approvals, consents and permissions and not materially interfering with the rights of others and taking all reasonable precautions to safeguard the users of the Grantor's adjoining property as public open space.

7 The right to the free and uninterrupted passage of Services to and from the Grantees' Property through, over and along any Service Media now or at any time found in, on or under Mayflower Way, the Green Land or the Yellow Land including, for the avoidance of doubt, the free and uninterrupted passage of surface water via the Green Land to the SUDS Drainage Area.

8 The right of support for any Service Media now or at any time found in, on or under Mayflower Way, the Green Land or the Yellow Land from the Grantor's Property.

9 The right of support to the Grantees' Property and any building now or at any time found on the Grantees' Property from the Grantor's Property.

SCHEDULE 2

Part 1

Grantor's Positive Covenants

- 1 To maintain Mayflower Way in good repair and condition unless and until it is adopted by a Relevant Authority and subject to payment of a fair proportion by the Grantees, as determined from time to time by the Grantor acting reasonably, of the costs and expenses properly incurred by the Grantor in so doing.
- 2 Where reasonably requested by the First Grantee or the Second Grantee, at the cost of the Grantees (such costs to be reasonable and properly incurred) to enter without delay into any wayleave agreement, deed of easement or any other agreement specified by a Service Media Provider in order for Service Media to be made or laid in, under or over Mayflower Way, the Green Land and/or the Yellow Land in exercise of the Rights granted to the Grantees or to enable such Service Media to be adopted.
- 3 Not to dispose of the whole or any part of the Grantor's Property without first procuring that the dispositive covenants (and if more than one, jointly and severally) with the Grantees and for the benefit of the owner or owners from time to time of the Grantees' Property to observe and perform the covenants set out in this Schedule 2 (including this covenant) in the form set out in SCHEDULE 4.

Part 2

Grantor's Restrictive Covenants

- 1 Not to obstruct, prevent or interrupt the exercise of the Rights by the Grantees but this is subject to the rights of others entitled to exercise rights over the Grantor's Land and the powers of any Relevant Authority.
- 2 Not to carry out any works or erect any building or structure or plant within 1 metre of any Service Media serving or capable of serving the Grantees' Property, and not to materially interfere with, impede or obstruct the Grantees' access to or use of them. This paragraph 2 does not apply in so far as is necessary for the Grantor to carry out temporary works in order to comply with Schedule 2, Part 1 above, but this is subject to the rights of others entitled to exercise rights over the Grantor's Land and the powers of any Relevant Authority.
- 3 Not to discharge into the Service Media any substance which may be harmful to the environment or to human health or corrosive or which may cause any damage to or obstruction of or deposit in them.
- 4 Not to do anything or allow anything to be done on the Grantor's Property that may interfere with or damage the Service Media or interfere with, impede or obstruct the Grantees' access to or use of them but this is subject to the rights of others entitled to exercise rights over the Grantor's Land and the powers of any Relevant Authority.

SCHEDULE 3

Part 1

Grantees' Positive Covenants

- 1 When exercising the Rights, to comply with all laws governing the installation, works to and use of the Service Media.

Part 2

Grantees' Restrictive Covenants

- 1 Not cause any damage to the Grantor's Property or to any property of the owners or occupiers of the Grantor's Property except so far as is reasonably necessary for the Grantees to exercise the Rights, and shall as soon as possible make good any damage to the Grantor's reasonable satisfaction and pay full compensation to the Grantor in respect of any damage caused that is not made good and any loss caused to the Grantor due to such damage.
- 2 Not cause any nuisance, annoyance or disturbance to the Grantor or occupiers of the Grantor's Property, or of any neighbouring land, or to any other person entitled to the Rights in common with the Grantee.

SCHEDULE 4

Deed of Covenant

THIS AGREEMENT is made on [*insert day and month*] 20[*insert year*]

PARTIES

- 1 [*Insert name[s] of owner[s] of the Grantees' Land*][of [*insert address*] OR incorporated in England and Wales with company registration number [*insert company registration number*] whose registered office is at [*insert registered office address*] (the Grantee[s]); [and]
- 2 [*Insert name of entity/entities acquiring interest in the Grantor's Land*] of [*insert address*] OR incorporated in England and Wales with company registration number [*insert company registration number*] whose registered office is at [*insert registered office address*]] (the Transferee[s]);

3 DEFINITIONS

"Deed of Easement" means a Deed of Easement dated [*insert date*] made between (1) Angmering Parish Council (2) Peter Taylor, Anne Taylor, Sean Taylor And Andrew Taylor and (3) Crayfern Homes Limited affecting the Grantor's Property;

"Grantor's Property" means the freehold land known as [*insert details*] [as registered at HM Land Registry under title number [*insert title number*]] [shown [edged blue] on the Plan];

"Plan" means the plan annexed to this Deed; and

"Property" means the [freehold land known as [*insert details of land acquired by Transferee*] [as registered at HM Land Registry under title number [*insert title number*]] [shown [edged red] on the Plan].

4 INTERPRETATION

In this deed any obligations expressed to be made or assumed by a party comprising more than one person are made and are to be construed as made by all such persons jointly and severally.

5 TRANSFEREE'S COVENANTS

The Transferee[s] covenants with the Grantee[s] that it will:

- 5.1 observe and perform the covenants contained in Schedule 2 to the Deed of Easement as if:
 - 5.1.1 those covenants were set out in full in this Deed; and
 - 5.1.2 references to the Grantor's Property in the Deed of Easement were references to the Property in this Deed.
- 5.2 make an application to the Land Registrar on form RX1 to register a restriction on the proprietorship register of the title to the Property in the form set out in clause 6 of the Deed of Easement.

6 RELEASE

6.1 In consideration of the covenants in clause 4, the Grantee[s] release[s] *[insert name of seller of property being transferred]* from all of the obligations on the part of the Grantor under the Deed of Easement [and the deed of covenant dated *[insert date]* made between *[insert details of parties]*].

6.2 The ending of liability under the covenants under clause 5.1 is without prejudice to the rights of any party in respect of any subsisting breach of the covenants.

7 JOINT AND SEVERAL LIABILITY

Where the Transferee is more than one person the Grantee[s] may release or compromise the liability of any of those persons under this deed or grant time or other indulgence without affecting the liability of any other of them.

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 law of England.

9 JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

10 THIRD PARTY RIGHTS

Save as expressly provided, none of the provisions of this Deed are intended to or will operate to confer any benefit (pursuant to the Contracts (Rights of Third Parties) Act 1999) on a person who is not named as a party to this Deed.

11 EXECUTION

The Grantee[s] and the Transferee[s] have executed this Deed of Covenant as a deed and it is delivered on the date set out above.

Signed as a deed by *[insert full name of Grantees or their successors in title]* [acting by a director]

In the presence of

Witness signature:

Name (in BLOCK CAPITALS): *[insert name]*

Address: *[insert address]*

Occupation: *[insert occupation]*

[OR]

Signed as a deed by *[insert full name of Grantees or their successors in title]* acting by [a director and its secretary OR two directors] *[Director]*

.....
[[Director OR Secretary]]

Signed as a deed by *[insert full name of Transferee]* [acting by a director]

In the presence of

Witness signature:

Name (in BLOCK CAPITALS): *[insert name]*

Address: *[insert address]*

Occupation: *[insert occupation]*

[OR]

Signed as a deed by *[insert full name of Transferee]* acting by [a director and its secretary OR two directors] *[Director]*

.....
[[Director OR Secretary]]

SIGNED as a DEED by)
PETER TAYLOR.....)
in the presence of:.....)

.....
Peter Taylor

Witness Signature.....

Witness Name.....

Witness Address.....

.....

.....

Witness Occupation.....

SIGNED as a DEED by)
ANNE TAYLOR.....)
in the presence of:.....)

.....
Anne Taylor

Witness Signature.....

Witness Name.....

Witness Address.....

.....

.....

Witness Occupation.....

SIGNED as a **DEED** by)
PETER TAYLOR as attorney for.....)
SEAN TAYLOR.....)
Under a power of attorney dated [2018])
in the presence of:)

.....
Peter Taylor

Witness Signature.....

Witness Name.....

Witness Address.....

.....

.....

Witness Occupation.....

SIGNED as a **DEED** by)
PETER TAYLOR as attorney for.....)
ANDREW TAYLOR.....)
Under a power of attorney dated [2018])
in the presence of:)

.....
Peter Taylor

Witness Signature.....

Witness Name.....

Witness Address.....

.....

.....

Witness Occupation.....

EXECUTED as a **DEED** by)
CRAYFERN HOMES LIMITED)
acting by [], a)
director, in the presence of:)
.....)

Signature of witness:

Name:

Address:

**EXECUTED as a DEED on behalf
ANGMERING PARISH COUNCIL**

Councillor

Councillor