

**MINUTES OF A MEETING OF NORTH HORSHAM PARISH COUNCIL  
PLANNING, ENVIRONMENT AND TRANSPORT COMMITTEE  
HELD ON THURSDAY 27<sup>th</sup> AUGUST 2020 AT 7.30pm.**

**Present:** Committee Members

Cllr M. Cockerill, Cllr J. Davidson (Vice Chairman), Cllr Mrs R. Ginn, Cllr Mrs J. Gough, Cllr R. Knight, Cllr D. Mahon, Cllr R. Millington, Cllr T. Rickett BEM\*, Cllr D. Searle, Cllr R. Turner (Chairman), Cllr I. Wassell, Cllr Mrs S. Wilton.

\*denotes absence

**In attendance:** Ross McCartney – Committee Clerk

**PET/810/20 Public Forum**

There were no members of the public in attendance.

**PET/811/20 Apologies for absence**

There were no apologies for absence.

Cllr T. Rickett BEM did not attend and did not give apologies.

**PET/812/20 Declarations of Interest**

Cllr D. Searle declared an interest in Land north of Horsham as he is the Chairman of Horsham Town Community Partnership (HTCP) and will be informing the committee, as North Horsham Parish Council's representative, on matters regarding the Riverside Walk.

**PET/813/20 Minutes**

The Minutes of the Committee Meeting held on 30<sup>th</sup> July 2020 were agreed and will be signed by the Chairman as a true record at the earliest opportunity.

**PET/814/20 Chairman's Announcements**

1. See attached (Annex 1) a letter from Gatwick Airport that they have sent by post to households living closest to the airport. The purpose of which is to provide local residents with an update on Gatwick Airport.
2. Legal and General's (L&G) Community Liaison team contacted the Parish Council, regarding the Land north of Horsham, to organise a meeting to discuss the scheme with the new Development Director and Development Manager. This has been organised for the Planning, Environment and Transport Committee meeting held on 24<sup>th</sup> September 2020.  
L&G have stated they would like to continue the Parish Liaison Meetings, possibly starting in September or October 2020.
3. North Horsham Parish Council (NHPC) has been notified of a resident's concerns regarding speeding along Crawley Road from Moorhead roundabout to the traffic lights. The resident has

forwarded this onto County Councillors representing the area. Horsham District Cllr T. Bevis has contacted West Sussex County Cllr R. Elkins to arrange an onsite meeting. The Parish Council has asked to be kept updated on the situation.

NHPC considered the opportunity to join the Community Speed Watch Initiative at a Planning, Environment and transport Committee meeting in December 2018. There was an idea that the equipment and resources could be shared with neighbouring Neighbourhood Councils but not all Neighbourhood Councils wanted to get involved. The Council decided not to proceed with the Community Speedwatch initiative as there are limited areas in the Parish in which it could be used. Roads must meet a specific criteria to be able to set up speedwatch points, which limited the use in the Parish. A similar scheme in the past did not yield any reduction in speed and it wasn't deemed to be an effective use of the councils' limited resources.

4. Planning application DC/20/0470 for the erection of 473 dwellings with new access provided off the Crawley Road, with associated areas of open space and landscape was refused by delegated decision on 29<sup>th</sup> July 2020. See attached (Annex 2) a letter to the Planning Officer at Horsham District Council (HDC) notifying them of the Parish Council's concerns that the applicant may appeal the decision and HDC's refusal will be weakened due to the decision making process.

**PET/815/20 Godwin Way cycle contraflow**

Formal public advertisement for the proposals to extend the existing on-road cycle lane in Godwin Way commenced on 30<sup>th</sup> July 2020 running for 4 weeks.

At the Planning Committee meeting in February 2019 the committee had no objection to the proposal, however, noted that the route does not appear to be well used and therefore, did not believe the proposal is of particular value.

See the site notice attached (Annex 3)

**It was RESOLVED to support the Traffic Regulation Order however, noting it as having limited use as it's not a high demand cycle route.**

*Cllr D. Searle entered the meeting*

**PET/816/20 Culturally significant, historical and heritage assets in North Horsham Parish**

At the Planning, Environment and Transport Committee Meeting in September 2016, it was agreed

'to actively consider culturally significant, historical and heritage areas in North Horsham Parish when considering planning applications using a reference list which will be drawn up by a volunteer as soon as possible'

The document (Annex 4) is due for a review.

The Committee suggested some additions to the document which are to be investigated:

- A cottage at the end of Lambs Farm Road
- Chennells Brook farmhouse
- Cottage next to Jeep Garage

Cllr R. Turner will give additional details.

**It was RESOLVED to evaluate the additional locations and include them in the document if applicable.**

*Cllr J. Davidson entered the meeting.*

## **PET/817/20 Land North of Horsham**

NHPC has been notified of a Design and Landscape Strategy, alongside an Estate Management Plan, for consultation. HDC's Principle Planning Officer advised that these need to be approved before the Reserved Matters application for 400 houses. A requirement from the decision notice on DC/16/1677 (Outline planning application with all matters reserved except access for a mixed use strategic development to include housing (up to 2,750 dwellings), business park (up to 46,450 m<sup>2</sup>), retail, community centre, leisure facilities, education facilities, public open space, landscaping and related infrastructure) is that the Reserved Matters application must be submitted by the end of August 2020. Therefore, comments on both of these consultations must be sent to HDC in August 2020.

In addition, a submitted application for consideration under DC/20/1441 – Non-material amendment to previously approved application DC/16/1677 – amends condition 3 to change the quantum of dwellings to be submitted for Reserved Matters approval from 400 to 385.

### **1. DC/20/1441 – Non-material amendment**

The application is viewable on HDC's planning portal.

Submission for a non-material amendment to previously approved application DC/16/1677 has been submitted, which can be viewed on the application list. The amendment is to Condition 3 to change the quantum of dwellings to be submitted for Reserved Matters approval from 400 to 385 by 1 September 2020.

**It was RESOLVED to respond to the application with the following comment:**

**No objections to the application provided the reduction of the 15 dwellings does not include houses allocated for affordable housing.**

### **2. DISC/20/0179 – Design and Landscape Strategy**

The application is viewable on HDC's planning portal.

The Design and Landscape Strategy is a key document that builds upon the principles established through the Outline Planning Permission Design and Access Statement and Landscape and Visual Impact Assessment and will guide and inform the detailed

development proposals for Phase 1. All applications for Reserved Matters approval are required to demonstrate compliance with the phase-wide Design and Landscape Strategy.

Due to the short timeframe, as explained above, the Parish Clerk will be circulating draft comments to the committee.

Cllr D. Searle made observations:

- All phases need to be assessed in unison.
- There is inadequate parking allocation.
- There is a lack of information on the integration of the Riverside Walk.
- Small landscaped areas need to be maintained after development.

**It was RESOLVED to respond to the application with the following comments:**

- **It's considered important when evaluating the Design and Landscape Strategy of a large development to look at the whole project to ensure the connectivity between all the Phases; it makes it difficult to assess Phase 1 in isolation.**
- **Residential car parking on large developments is not given full consideration as can be seen on similar developments. Parking spaces that are provided at the rear or at a distance from the premises are seldom used, due to vandalism and inconvenience. Adequate parking is required close to houses. Residents prefer to park off street, parking on street causes congestion and blocked footpaths during the evenings and weekends.**
- **The strategy lacks any information on how the Riverside Walk will be integrated into the development without losing its prominence. More details of its location and specification is required.**
- **Small landscape areas often get included as the design develops. The Parish Council need reassurance that all areas that need landscaping will be maintained post development and are included in the management plan.**

### **3. Estate Management Plan**

Please see attached the Estate Management Plan attached (Annex 5).

Due to the short timeframe, as explained above, the Parish Clerk has produced a draft response (Annex 6).

**It was RESOLVED to**

#### **1. Include the following in the response:**

**Areas of land that require landscaping are often neglected post development. The Parish Council want assurance that these pockets of land will remain maintained in the future and that they are included in the Management Plan.**

#### **2. Submit the formulated response to Horsham District Council.**



- 1. White Paper: Planning for the Future** – The consultation runs from 6<sup>th</sup> August to 29<sup>th</sup> October 2020. (The National Association of Local Council's (NALC) deadline for a response 15<sup>th</sup> October 2020).

Link to consultation file:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/907647/MHCLG-Planning-Consultation.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/907647/MHCLG-Planning-Consultation.pdf)

This consultation covers a package of proposals for reform of the planning system in England, covering plan-making, development management, development contributions, and other related policy proposals. Views are sought for specific proposals and the wider package of reforms presented.

The key headlines identified by HDC are as follows:

- Local Plans will be required to zone land in different categories:
  1. Growth Areas suitable for substantial development (Note: 'Substantial' is not defined)
  2. Renewal areas suitable for development
  3. Areas that are protected (this will include designations such as the High Weald AONB, South Downs National Park and land at risk of flooding)
- Sufficient land to be allocated to meet housing requirements calculated in a revised standard housing methodology (see further information below)
- No five year land supply test but continue with three year housing delivery test
- Local level policies for development management to be replaced by standardised national policies – most likely in an updated NPPF
- Land allocated for growth would be supported by 'development criteria' and design codes
- The layout and format of Local Plans will be required to be in a set digital format to enable a strategic national map of planning to be created. There is also an emphasis on digital methods of plan consultation.
- Current Local Plan assessments such as Strategic Environmental Assessments will be replaced by a 'simplified process for assessing the environmental impact of plans, which would continue to satisfy UK law and treaties'
- A commitment to retaining neighbourhood plans but potential to change their focus / ability to focus on street level

- The timescale for Local Plan preparation is set at 30 months (2.5 years) from the point where revised legislation is enacted – we do not know when this will be but envisage it could be in place next summer)
- The mechanism of funding infrastructure will be changed – replacing Section 106 and CIL with a single fixed levy

Further information from HDC which includes Lichfield's analysis on the documentation and HDC Planning's summary on some of the key proposals has been circulated to the Council for information.

**It was RESOLVED for Cllr R. Turner, Cllr D. Mahon and Cllr R. Knight to form a working group to put together a report for consideration at the Planning meeting held on 24th September 2020.**

2. **'Changes to the current planning system'** – The consultation runs from 6<sup>th</sup> August to 1<sup>st</sup> October 2020 (the NALC deadline for a response 17<sup>th</sup> September 2020).

The consultation seeks views on a range of proposed changes to the current planning system including:

changes to the standard method for assessing local housing need

- securing of First Homes through developer contributions
- temporarily lifting the small sites threshold
- extending the current Permission in Principle to major development

These changes will be introduced in advance of the legislative changes that would be required to enact the changes in the white paper.

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/907215/200805\\_Changes\\_to\\_the\\_current\\_planning\\_system\\_FINAL\\_version.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/907215/200805_Changes_to_the_current_planning_system_FINAL_version.pdf)

**It was RESOLVED to advise the National Association of Local Councils of the Parish Council's objection to the Government proposals relating to changes in the planning system and to incorporate the key concerns submitted by the Royal Institute of British Architects.**

**The Parish Council considers that it is vital that, through their elected representatives, members of the public have the opportunity to object and comment on such matters and developments. The Council is of the view that the proposed changes emaciate local authorities and severely reduce the impact of all tiers of local government over the planning process. It is felt that more credence should be given to Parish Council comments in the future in view of their closeness to the communities they represent.**

- 3. Transparency and Competition: A call for evidence on data on land control** – The consultation runs from 6<sup>th</sup> August 2020 to 30<sup>th</sup> October 2020 (the NALC deadline for responses is 16<sup>th</sup> October).

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/907213/Call\\_for\\_evidence\\_on\\_Contractual\\_Controls.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/907213/Call_for_evidence_on_Contractual_Controls.pdf)

This call for evidence seeks views on proposals to require additional data from the beneficiaries of certain types of interests in land—rights of pre-emption, options and estate contracts. It also seeks views on the design of the policy and additional evidence on the impacts of the policy.

HM Land Registry (HMLR) is committed to registering all publicly owned land by 2025 and aims to achieve comprehensive registration by 2030. However, data on the control of land are limited. This call for evidence sets out proposals to increase transparency of contractual arrangements used to exercise control over the buying or selling of land. This will improve the ability of local communities to play an informed role in the development of their neighbourhoods and support the Government's efforts to encourage more companies to enter the house building market.

The Government seeks a better understanding of the sort of arrangements that exist, asks for views on how best to improve transparency around them, and what additional data should be made public.

**It was RESOLVED for Cllr R. Turner, Cllr D. Mahon and Cllr R. Knight to form a working group to put together a report for consideration at the Planning meeting held on 24th September 2020**

- 4. Local Cycling and Walking Infrastructure Plan (LCWIP)** – The closing date for the public consultation is 28th August 2020.

A new strategic approach to identifying cycling and walking improvements required at a local level. The plan takes a long-term approach to developing cycling and walking networks.

[https://www.horsham.gov.uk/data/assets/pdf\\_file/0006/87549/Horsham-Local-Cycling-and-Walking-Infrastructure-Plan.pdf](https://www.horsham.gov.uk/data/assets/pdf_file/0006/87549/Horsham-Local-Cycling-and-Walking-Infrastructure-Plan.pdf)

This is the first Horsham LCWIP and it has been produced by consultants WSP and local stakeholders.

Subject to the comments received, HDC may hold a further stakeholder workshop before the LCWIP is finalised for adoption by the Council.

Cllr Mrs J. Gough previously attended a workshop in October 2019 as a volunteer representative for the NHPC's Planning

Committee. The Planning Committee noted the receipt of the Local Cycle and Walking Infrastructure Plan Route Audits in November 2019.

**It was RESOLVED:**

- 1. To request additional time to comment on the LCWIP and for HDC to hold a further stakeholder workshop.**
- 2. To nominate Cllr Mrs J. Gough to attend the stakeholder workshop if it is organised by Horsham District Council and to formulate a response to the consultation.**

#### **PET/819/20 Planning Appeals**

Appeals Lodged:

<b>REASONS FOR APPEAL</b>	Refused planning permission for the development
<b>APPLICATION REFERENCE</b>	DC/20/0594
<b>WARD</b>	Comptons
<b>APPLICATION</b>	Erection of a part single, part two storey side and front extension, and conversion of garage into habitable living space
<b>SITE</b>	1 Howard Road
<b>PC COMMENTS</b>	Objection, due to the adverse impact of the open plan nature of the estate.
<b>APPEAL DECISION</b>	

#### **PET/820/20 Planning Applications**

Members noted receipt of the schedule of Planning Applications received under the Town and Country Planning Act 1990 from HDC since 30<sup>th</sup> July 2020 and considered each application in turn.

**It was RESOLVED that the Committee's comments on each planning application be forwarded to HDC (appended as part of the minutes).**

#### **PET/821/20 Planning Decisions**

An ongoing schedule of planning decisions made by HDC had been circulated to members of the Committee. It was noted that some of the decisions were displayed on the application list.

**It was RESOLVED to note the schedule of planning decisions.**

#### **PET/822/20 Date of next Meeting**

The next meeting is scheduled for Thursday 24<sup>th</sup> September 2020 at 7.30pm.

There being no other business, the Chairman closed the meeting at 8.42p.m.

.....Chairman

.....Date

**NORTH HORSHAM PARISH COUNCIL**  
**SCHEDULE OF PLANNING APPLICATIONS FOR CONSIDERATION**  
**27<sup>th</sup> AUGUST 2020**

<b>DISC/20/0179</b>	<b>North Horsham Rural</b>
<b>Site Address:</b> Land North of Horsham Old Holbrook <b>Proposal:</b> Approval of details reserved by condition 8 to approved application DC/16/1677	
<b>Parish Council Comment:</b> <ul style="list-style-type: none"> <li>It's considered important when evaluating the Design and Landscape Strategy of a large development to look at the whole project to ensure the connectivity between all the Phases; it makes it difficult to assess Phase 1 in isolation.</li> <li>Residential car parking on large developments is not given full consideration as can be seen on similar developments. Parking spaces that are provided at the rear or at a distance from the premises are seldom used, due to vandalism and inconvenience. Adequate parking is required close to houses. Residents prefer to park off street, parking on street causes congestion and blocked footpaths during the evenings and weekends.</li> <li>The strategy lacks any information on how the Riverside Walk will be integrated into the development without losing its prominence. More details of its location and specification is required.</li> <li>Small landscape areas often get included as the design developed. The Parish Council need reassurance that all areas that need landscaping will be maintained post development and are included in the management plan.</li> </ul>	
<b>HDC Decision</b>	

<b>DC/20/0819 – amendment</b>	<b>Holbrook West</b>
<b>Site Address:</b> Land Adjacent Fieldfare North Heath Close <b>Proposal:</b> Erection of a two storey dwelling with associated off street parking and hard and soft landscaping.	<b>NHPC comment on original application:</b> No objection however, there is a concern on the upkeep of the tree preservation orders and the parking of construction vehicles; North Heath Close is very narrow and parking on North Heath Lane would be hazardous.
<b>Parish Council Comment:</b> No objection.	
<b>HDC Decision</b>	

<b>DC/20/1006 – amended</b>	<b>Holbrook West</b>
<b>Site Address:</b> Adversane Court Blenheim Road <b>Proposal:</b> Amendments to the site layout, and design and layout of the proposed apartments previously approved under DC/18/2748, along with a reduction in proposed car parking spaces from 16 - 12.	
<b>Parish Council Comment:</b> Objection as local knowledge indicates the reduction in parking will result in inadequate parking allocation, causing parking and traffic issues on roads in the vicinity.	
<b>HDC Decision</b>	

<b>DC/20/1322</b>	<b>Holbrook West</b>
<b>Site Address:</b> 9 Cottingham Avenue <b>Proposal:</b> Variation of Condition 1 of previously approved application DC/19/2098 (Demolition of existing single storey side extension and erection of a two storey side extension) Relating to the elevation plans.	
<b>Parish Council Comment:</b> No objection.	
<b>HDC Decision</b>	

<b>DC/20/1327</b>	<b>Holbrook West</b>
<b>Site Address:</b> 33 Haybarn Drive <b>Proposal:</b> Conversion of garage into habitable living space.	
<b>Parish Council Comment:</b> No objection.	
<b>HDC Decision</b>	

<b>DC/20/1383</b>	<b>Holbrook West</b>
<b>Site Address:</b> 36 Pondtail Road <b>Proposal:</b> Surgery to 1 x Oak	
<b>Parish Council Comment:</b> No objection subject to the comments of HDC's Tree Officer.	
<b>HDC Decision</b>	

<b>DC/20/1387</b>	<b>Comptons</b>
<b>Site Address:</b> Tesco Express Redkiln Way <b>Proposal:</b> Removal of Condition 4 of previously approved application DC/11/0975 (Removal of condition No. 13 (Opening hours) of previous permission Ref. NH/100/95 to allow 24 hour opening) Relating to the delivery times of petrol or diesel tankers.	
<b>Parish Council Comment:</b> No objection.	
<b>HDC Decision</b>	

<b>DC/20/1441</b>	<b>North Horsham Rural</b>
<b>Site Address:</b> Land North of Horsham <b>Proposal:</b> Non-material amendment to previously approved application DC/16/1677 (Outline planning application with all matters reserved except access for a mixed use strategic development to include housing (up to 2,750 dwellings), business park (up to 46,450 m2), retail, community centre, leisure facilities, education facilities, public open space, landscaping and related infrastructure) Amendments to Condition 3 relating to time of the proposal.	
<b>Parish Council Comment:</b> No objection, provided the reduction of the 15 dwellings does not include houses allocated for affordable housing.	
<b>HDC Decision</b>	

<b>DC/20/1443</b>	<b>Roffey North</b>
<b>Site Address:</b> 60 Ringley Road <b>Proposal:</b> Surgery to 3 x Oaks	
<b>Parish Council Comment:</b> No objection subject to the comments of HDC's Tree Officer	
<b>HDC Decision</b>	

<b>DC/20/1446</b>	<b>Holbrook East</b>
<b>Site Address:</b> 2 Thatchers Close <b>Proposal:</b> Erection of a single storey side extension.	
<b>Parish Council Comment:</b> No objection.	
<b>HDC Decision</b>	

<b>DC/20/1468</b>	<b>Roffey North</b>
<b>Site Address:</b> 8 Derwent Close <b>Proposal:</b> Fell 1 x Ash	
<b>Parish Council Comment:</b> No objection subject to the comments of HDC's Tree Officer. The Parish Council would prefer that the replacement tree should be an appropriate native species.	
<b>HDC Decision</b>	

<b>DC/20/1525</b>	<b>Roffey South</b>
<b>Site Address:</b> 1 Forest Oaks <b>Proposal:</b> Alterations to existing integral garage, removal of garage door and installation of a window to the front elevation to create an enlarged study space.	
<b>Parish Council Comment:</b> No objection.	
<b>HDC Decision</b>	

<b>DC/20/1541</b>	<b>Roffey North</b>
<b>Site Address:</b> 6 Belloc Court Manor Fields	
<b>Proposal:</b> Surgery to 2 x Oaks	
<b>Parish Council Comment:</b> No objection subject to the comments of HDC's Tree Officer.	
<b>HDC Decision</b>	

<b>DC/20/1558</b>	<b>Holbrook East</b>
<b>Site Address:</b> Foxlea 3 Quarry Close	
<b>Proposal:</b> Erection of a single storey side extension	
<b>Parish Council Comment:</b> No objection.	
<b>HDC Decision</b>	



# **Annex 1**

# YOUR LONDON AIRPORT

## *Gatwick*

Dear Neighbour

### **Update from Gatwick Airport**

I wrote to you in the middle of June to share an update on the impact of COVID-19 on our business and to signal the re-start of airline operations. Much has happened since then as we all continue to grapple with the challenges of living and working through the ongoing pandemic. My priorities as CEO continue to be protecting the health and safety of all our staff and our passengers as well as protecting the business.

Following the restart of easyJet flights in June we have worked alongside our airline partners to support rebuilding of their operations. This means that we have now also resumed our normal 24-hour operations. We have fourteen airlines flying from Gatwick to 98 destinations in 39 countries, including many popular short haul summer holiday destinations. We were delighted to see British Airways re-start their long-haul routes to the Caribbean, with Air Transat and WestJet adding flights to Canada. We expect to see more airlines and destinations to be added in the coming weeks and months.

We have worked closely with Government to secure the introduction of travel corridors so that passengers can travel without having to self-isolate on return to the UK. The travel corridors are reviewed weekly and therefore we recommend anyone planning to travel checks <https://www.gov.uk/guidance/coronavirus-covid-19-travel-corridors> for the latest government advice.

The removal of Spain from the Government travel corridor list has also been a huge blow for Gatwick as a business. Even though we are starting to see the beginning of small green shoots of recovery demand is still down considerably compared to this time last year and we want to preserve jobs alongside offering a first-rate passenger experience in this new COVID-19 world. With all the health measures we have put in place across the airport we believe consumer confidence will continue to grow in the coming months.

We continue to liaise closely with the Local Authorities and other stakeholders in the local community to ensure that we all pull together to rebuild operations at Gatwick, kick-start the local economy and protect jobs across the region.

I will continue to provide updates on Gatwick's operations in the coming months. In the meantime, if you have any questions please contact [community@gatwickairport.com](mailto:community@gatwickairport.com).

Your faithfully



**Stewart Wingate**

Chief Executive Officer, Gatwick Airport

# **Annex 2**



# North Horsham Parish Council

Roffey Millennium Hall,  
Crawley Road, Horsham,  
West Sussex, RH12 4DT

**Tel:** 01403 750786 (Office & Hall  
Bookings) Roffey Millennium Hall, North  
Heath Hall, Holbrook Tythe Barn

**Website:** [www.northhorsham-pc.gov.uk](http://www.northhorsham-pc.gov.uk)

**Email:** [parish.clerk@northhorsham-pc.gov.uk](mailto:parish.clerk@northhorsham-pc.gov.uk)

Robert Armitage  
Planning Officer  
Horsham District Council  
Parkside  
Chart Way  
Horsham  
West Sussex  
RH12 1RL

9<sup>th</sup> August 2020

Dear Mr Armitage,

North Horsham Parish Council was pleased to learn that Planning Application DC/20/0470 for the erection of 473 dwellings with new access provided off the Crawley Road, with associated areas of open space and landscaping was refused by delegated decision on 29<sup>th</sup> July 2020 on the grounds outlined in the decision notice dated the same. The Council is, however, surprised that this decision was not put before the full Council due to the size of the application and the potential impact it may have.

The Parish Council is concerned that the applicant will appeal within the allowed twelve week period and that the District Council's refusal will be weakened by the decision making process. The Parish Council was disappointed that you the District Council didn't notify them of the decision as it is of such importance to the parish. Could you offer some reassurance on these concerns and offer your comments please.

Yours sincerely

Pauline Whitehead BA(Hons) FSLCC  
Clerk to the Council

# **Annex 3**

# PUBLIC NOTICE

**WEST SUSSEX COUNTY COUNCIL**  
**(HORSHAM: GODWIN WAY)**  
**(ONE-WAY TRAFFIC) ORDER 2020**

**&**

**WEST SUSSEX COUNTY COUNCIL**  
**((HORSHAM DISTRICT) (PARKING PLACES AND TRAFFIC REGULATION)**  
**(CONSOLIDATION NO. 2) ORDER 2006)**  
**(GODWIN WAY AMENDMENT) ORDER 202\***

**NOTICE** is hereby given that West Sussex County Council propose to make a permanent Order under the provisions of the Road Traffic Regulation Act 1984, the effect of which will be to permit pedal cyclists to travel eastwards on Godwin Way, between Comptons Lane and Fitzalan Road, in the defined cycle track on the northern side

A length of prohibition of waiting loading and unloading on the northern side of Godwin Way will be introduced, west of the junction with Fitzalan Road, to prohibit vehicles from stopping in the cycle track.

Full details of the proposals in this Notice can be viewed on our website [www.westsussex.gov.uk/tro](http://www.westsussex.gov.uk/tro). The website includes a response form for comments or objections.

Due to current social distancing requirements, paper copies of documents will not be available to view in council offices or libraries. People without access to a computer who wish to view details of the scheme should telephone the West Sussex County Council Contact Centre on 01243 642105 to receive the documents by post.

Any objections or comments about these proposals must be received by 27<sup>th</sup> August 2020. These may be sent via the response form on the website, in writing to: TRO Team, West Sussex County Council, The Grange, Tower Street, Chichester, PO19 1RH; or by e-mail to: [tro.team@westsussex.gov.uk](mailto:tro.team@westsussex.gov.uk). Library staff will NOT be in a position to answer questions on the proposal and all correspondence should be addressed to the undersigned, quoting the reference TRO/HON8036/RC. Only correspondence including a full name and address will be considered.

Dated this 30<sup>th</sup> July 2020

Director of Law & Assurance  
County Hall  
Chichester

# **Annex 4**

## **North Horsham Parish Council**

### **Planning Resource – ‘Culturally significant, historical and heritage assets in North Horsham Parish.’**

#### **1. Introduction**

1.1 From 1st April 2015, West Sussex County Council (WSCC) withdrew its advisory service for archaeology (and ecology) to Local Planning Authorities in West Sussex.

1.2. Horsham District Council (HDC) employ contractors to provide archaeological advice, when it is requested. Horsham District Planning Framework November 2015 (Policy 34) recognises that heritage assets are an irreplaceable resource, and as such the Council will sustain and enhance its historic environment through positive management of development affecting heritage areas.’ The policy lists 8 criteria that applications for development must follow.

1.3. In the past sites which may have the potential to have archaeological remains were highlighted based on proximity to heritage assets, geology, location to natural resources etc. As a result, many unknown archaeological sites have been discovered and recorded.

1.4 Horsham Archaeology Society had concerns that the withdrawal of the service by WSCC combined with the limitations of HDC’s policy may result in local heritage being lost and requested that Parish Councils actively consider culturally significant, historical and heritage areas within its Parish when looking at planning applications.

#### **2. North Horsham Parish Council’s commitment**

2.1 At the Planning, Environment and Transport Committee Meeting in September 2016, it was agreed

*“to actively consider culturally significant, historical and heritage areas in North Horsham Parish when considering planning applications using a reference list which will be drawn up by a volunteer as soon as possible.”*

#### **3. Gathering resources**

3.1 The Clerk contacted Horsham District Archaeological Group and was advised that the full Desk Based Heritage Impact Assessment carried out by Archaeology South East (ASE) for the area north of the A264 would be a good starting point.

3.2 WSCC holds the Historic Environment Record (HER) which is a summary of known historic assets in West Sussex. There could be a charge for this. It was



suggested that the HER was the basis of the Desk Based Heritage Impact Assessment and that there would be little to gain by accessing this source.

3.3 The Museum and Heritage Officer at Horsham Museum suggested that rather than identifying traditional historical features, a more holistic approach may yield greater benefits to create a sense of place. The Local Government Association, in their publication People. Culture, Place (February 2017) state that

*“Our councils are founded in our communities, and our communities are founded on their heritage, traditions and industries. At times, this connection with our cultural and historic past may have faltered, but more and more we are realising the need to retain these links as we develop new economies, new relationships with our surroundings, and as our communities evolve”*

The Museum and Heritage Officer suggested identifying listed buildings, natural history features, tree preservation orders, landscape features and building heritage. This is a bigger piece of work for which there is no resource currently.

3.4 In addition to the Desk Based Heritage Impact Assessment, there are other sources of information for consideration: -

The Horsham Town Local List. February 2011. Horsham District Council.

Review of the Horsham Town Local List – stage 1 – potential additions. November 2016. Horsham Society.

Areas of Special Character. January / February 2003. North Horsham Parish Council.

Horsham Town Design Statement. December 2008. Horsham District Council

**4. Culturally significant, historical and heritage areas in North Horsham Parish listed from the Horsham Town Local List, Areas of Special Character and Horsham Town Design Statement**

<b>Site</b>	<b>Details</b>	<b>Source</b>
Fields at Earles Meadow	The area supports a wide variety of fauna and flora.	Areas of Special Character. 2003
<p>North side of Crawley Road.</p> <p>Area between Millthorpe Road and Littlehaven Lane is noted as a character area in the Horsham Town Design Statement 2008 as is housing north of Crawley Road.</p>	<p>The properties were built around the 1900s and would appear not to have changed much since they were built. The building materials used have been consistent and many of the properties have retained their front gardens without changing their use to off street parking.</p> <p>The houses between Millthorpe Road and Littlehaven Lane are modest two storey terraced and semi-detached houses of artisans' cottage style.</p> <p>There is a natural gap from opposite Roffey Millennium Hall to Spooners Road where there are a variety of small businesses.</p> <p>Further along, next to the Roffey Institute is the home of the former Parish Nurse. (229 Crawley Road)</p> <p>Crawley Road is the 'heart' of Roffey.</p>	Areas of Special Character 2003. Horsham Town Design Statement.2008.
Rural area north of A264	This is detailed in the Desk Based Heritage Impact Assessment.	Areas of Special Character 2003.
Motte and Bailey, Chennells Brook	Scheduled Ancient Monument under the Ancient Monuments and archaeological Areas Act 1979.	Areas of Special Character 2003.
Chennells Brook, Riverside Walk	Protected in the Horsham District Planning Framework.	Areas of Special Character 2003.
Old Moorhead Farm, Crawley Road.		Areas of Special Character 2003.
Cottage on the left of the B2195 (towards the Moorhead Roundabout).		Areas of Special Character 2003.
Cottages on the right of		Areas of Special

the B2195 (just below Kingsmead Nursing Home.		Character 2003.
Older properties in the general area of Roffey Corner traffic lights and along the B2195 towards All Saints Church, Roffey.		Areas of Special Character 2003.
Star Row – Crawley Road	Victorian property.	Horsham Town Design Statement.2008
194 &196 Crawley Road	Two storey semi-detached cottages, possibly originally one house. Painted brick with casement windows, pitched tiled roof. Interesting pointed arched windows to side elevation of 94. Set back from road behind mature gardens. 196 has front bay ground floor window. Part of the original settlement of “Roughy” c1800.	Horsham Town List 2011.
221,223, 225 and 227 Crawley Road	Group of 4 terraced cottages, setback from the road behind mature gardens, behind low brick walls with gate pillars. 2 storeys, brick with clay tile hanging to the first floor. Pitched roof with gables facing the road. Some have replacement windows, but all with original timber front doors and chimney stacks. Group value as a terrace. Possible connection to nurse’s cottage at 229 Crawley Road as almshouse style in character. C1920.	Horsham Town List 2011.
Roffey Institute, Crawley Road	Former Village Hall, single storey brick with large clay tiled gable, window and decorative arched porch. Pitched roof, with hall to rear. Interesting vent detail to roof. Timber front door. Set back from the road and surrounded by traditional railings. Now used as a community centre. Limestone	Horsham Town List 2011.

	plaque to right hand side reads "erected by JAMES INNES *1894* for the people of ROFFEY". Built 1894.	
The Old Vicarage, behind All Saints Church, Roffey.		Areas of Special Character 2003.
Properties in Forest Road – Piper Hollow, Highfield, Forest House, Beechlands. Roffey Hurst, Seymours, Thatchers, Vangrays and nos 5 – 15 Forest Road (left hand side).		Areas of Special Character 2003.
Cottages in Littlehaven Lane, towards the former Fountain Public House.		Areas of Special Character 2003.
72 Littlehaven Lane	Two story weather boarded timber framed house with plain clay tiled roof. Timber casement windows, porch. Original part c1700.	Horsham Town List 2011.
Flagstones, North Heath Lane	One and a half storeys, brick with decorative tile hanging and tile roof. Three dormers to the front, timber casement windows, central brick porch. Modern single storey extensions to north and south. Set in mature gardens. Flagstones is on the 1863 OS map; however, its origins may be older.	Horsham Town List 2011.
Wimblehurst Lodge, North Heath Way	Original gate house for Wimblehurst House (now demolished). Built in the Edwardian Tudor revival style. Two story, brick with tile hanging at first floor. Half timber gables, projecting oriel window. Timber sliding sash windows with leaded lights. Set in mature gardens, below a low brick wall c 1880.	Horsham Town List 2011.
20,22,24 & 26 Rusper	A pair of large semi-detached	Horsham Town

Road	Victorian houses of brick and tile hanging with decorative bay windows. Moulded decorative plaster bays, with attached open timber porch. Timber sash windows and front doors. Group value with 28 Rusper Road and 30 – 34 Rusper Road. C1896	List 2011.
28 Rusper Road	Large double fronted detached Victorian house of brick with contrasting brick quoins and tile hung gables. Two storeys with original timber sliding sash windows, half timbered porch and timber front door. Low brick boundary wall to front, set in mature gardens. Group value with 20 – 26 Rusper Road and 30 – 34 Rusper Road. C1896.	Horsham Town List 2011.
30,32 &34 Rusper Road	Group of 3 detached double fronted 2 storey houses set amongst large gardens, with front drives behind low brick walls. Brick with quoins and stringcourse detailing, clay tile roofs, two chimney stacks, toothed timber eaves detailing. Sliding sash windows, central door with porch and skirt roof above ground floor windows. Group value with 20 – 26 Rusper Road and 28 Rusper Road. C110.	Horsham Town List 2011.
Former Novartis building (CIBA Headquarters), Wimblehurst Road	Pale buff brick built in an international style typical of the interwar period. The tall central tower over the doorway forms a focal point to the long drive from the entrance. C1939.	Horsham Town List 2011.
Gate lodges and gates, former Novartis site, Wimblehurst Road	Built just before WW!!, the Gate Lodges and Gates were designed to frame the entrance drive up to the Locally Listed CIBA Headquarters building and are an intrinsic part of the overall setting of the main building.	Review of the Horsham Town Local List – stage 1 – potential additions. November 2016. Horsham

		Society.
Ringley Road and Shepherd Way	Examples of modern (post WW11-1945 – 1970 housing). Major development in North Horsham. Fewer individually designed houses. Low density, low rise private housing estates on greenfield sites, built mainly by local builders using locally sourced materials. Short cul de sac estate roads, tree lined avenues, informal green spaces between houses and large gardens. Unfenced gardens. Built in garages. Brick with tile hanging. Roofs were plain clay tiles and clay and concrete inter-locking tiles.	Horsham Town Design Statement.2008
Southern Holbrook, Lambs Farm Road, Church Road, Beech Road.  Beech Road and Sycamore Avenue is noted as a character area in the Horsham Town Design Statement 2008 as us Lambs Farm Road east (School Road to Crawley Road)	Example of modern housing (1970 – 1985) Residential development on greenfield sites. Private and social housing. Medium and smaller dwellings with mix of semi detached and terraced housing interspersed with detached houses and three storey town houses. Road layouts based on crescents. Modest gardens and open plan estates. Brick fascia and concrete inter-locking tiles at a lower pitch.	Horsham Town Design Statement.2008
Modern (post 1985) Oaktree Way  Lemington Way is noted in the Horsham Town Design Statement. 2008 as a character area.	Example of modern housing. Open plan estates. New estates included large executive housing built on modest sized plots, most with integral garages.	Horsham Town Design Statement.2008.
Wimblehurst Road and Parsonage Road	Cedar trees on the former Novartis site that runs from the Wimblehurst Road Entrance to the protected art deco building on Parsonage Road.	Planning and Environment Committee. 23.08.18.

## **5. Providing a resource for the Planning, Environment and Transport Committee.**

5.1 The list above in addition to the Desk Based Heritage Impact Assessment, produced by Archaeology South East will form the basis of a document to be available at every meeting as a resource to be used by the Planning, Environment and Transport Committee when proactively considering the culturally significant, historical and heritage areas in North Horsham Parish when considering planning applications. The document will be refined over time, perhaps with input from a working party from the Committee.

## **6. Adoption and Review procedure**

This document was adopted at the Planning, Environment and Transport Committee Meeting on 23<sup>rd</sup> August 2018 and will be formally reviewed on a two year cycle to include any updates.

# **Annex 5**



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# Land at North Horsham

## Estate Management Framework

Prepared by Barton Willmore LLP for Legal and General (Strategic Land North  
Horsham) Ltd

July 2020

# Land at North Horsham

## Estate Management Framework

Prepared by Barton Willmore LLP for Legal and General (Strategic Land North Horsham) Ltd

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<b>Prepared by:</b>	Lauren Patel	
<b>Checked by:</b>	Iain Painting	
<b>Authorised by:</b>	Iain Painting	

Barton Willmore LLP  
7 Soho Square  
London  
W1D 3QB

Tel: 020 7446 6888  
Email: Lauren.patel@bartonwillmore.co.uk

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Date: 15 July 2020

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## **APPENDICES**

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## 1.0 INTRODUCTION

1.1 Legal and General (Strategic Land North Horsham) Limited ("L&G") acquired majority control of the strategic site known as 'Land North of Horsham' from Liberty Property Trust UK Limited ("Liberty") in December 2018. The Site is allocated within the Horsham District Planning Framework (2015) to provide inter alia at least 2,500 new homes alongside a new business park, local centre and schools (Policy SD1).

1.2 An application for outline planning permission was submitted on behalf of Liberty in August 2016 and approved subject to conditions and Section 106 Agreement ("s.106") on 1 March 2018 (LPA reference DC/18/1677; "the OPP") for a mixed-use strategic development ("the Development") as follows:

**"Outline planning application with all matters reserved except access for a mixed use strategic development to include housing (up to 2,750 dwellings), business park (up to 46,450 m<sup>2</sup>), retail, community centre, leisure facilities, education facilities, public open space, landscaping and related infrastructure."**

1.3 This Estate Management Framework ("EMF") has been prepared by Barton Willmore LLP on behalf of L&G in relation to the pre-commencement requirements of the s.106 in relation to Management Companies obligations.

1.4 Extracts of the s.106 Agreement are attached at **Appendix 1**. This report sets out L&G's proposed approach to address each requirement.

1.5 The s.106 Agreement requires the Owners to notify the District Council in writing prior to commencement of development whether they intend to transfer any or all of the Residential Managed Land, Commercial Managed Land, or Retail & Leisure Managed Land to a Management Company.

1.6 **Plan 20** contained within the s.106 Agreement (attached at **Appendix 2**) sets out the areas subject to the Residential, Commercial and Retail & Leisure Managed Land clauses.

### **L&G's Approach**

- 1.7 L&G are master developer and long-term custodian of the North Horsham new community. The overall objective is to establish a management structure which is sustainable in perpetuity and gives the community a sense of pride and ownership whilst ensuring the structure is legally robust and enshrined in purchaser's legal documentation.
- 1.8 It is essential that the future management of all assets are considered at an early stage, to ensure comprehensive management site-wide that will sustain itself in the long term for the new community.
- 1.9 Part 17 Clauses 1.1, 2.1 and 3.1 requires L&G to notify HDC as to whether they intend to transfer any or all of the land identified on Plan 20 to a Management Company(s). Such notification should include details of which areas of Managed Land (including indicative plans) it intends will be transferred to a Management Company(s).
- 1.10 L&G seek to provide written commitment through the EMF to the principles of the approach, with further details relating to the location of the land which will be managed by the Management Company to be confirmed at the appropriate time, once the scheme has been designed to a greater level of detail at the Reserved Matters stage.
- 1.11 To satisfy the terms of clause 1.1, 2.1 and 3.1 of Part 17 L&G will provide separate notifications for the Residential, Commercial and Retail & Leisure Land but the principle of each framework will largely be the same. Each notification will therefore be supported by this EMF. The following chapters set out the detail in relation to each of the Frameworks.
- 1.12 It is possible that one Management Company with separate entities for each of the Managed Land requirement (Residential, Commercial and Retail and Leisure) will manage the Site.
- 1.13 The overarching principle of the strategy is that L&G will transfer land/assets falling outside of individual freehold / long leasehold property to a Management Company(s). Freehold / long leasehold property which would not transfer to a

Management Company would include individual residential dwelling and apartment plots, school sites, potentially the sports hub, retail and leisure plots, commercial plots or any land to be adopted by the highways authority or transferred to Horsham District Council ("HDC") under the terms of the s.106 where the Council have opted to provide future management.

## 2.0 RESIDENTIAL MANAGED LAND

- 2.1 The following chapter sets out the Framework principles for the Residential Managed Land.

### Definitions

- 2.2 The s.106 defines Residential Managed Land as follows:

*Residential Managed Land means the SuDs and Green Infrastructure (but excluding any areas which have been or are to be adopted by the relevant highways authorities pursuant to an adoption agreement) to which the public shall have access, footpath links, and buffer strips contained within the Land submitted to and approved by the District Council as part of Reserved Matters Approvals and the Sports Sub-Phase and serving those Phases and sub Phases of the Development on which the Housing Units are located and the Local Centre as shown for indicative purposes only coloured purple on Plan 20.*

- 2.3 Schedule 4 (Green Infrastructure) Part 17 Paragraph 1.1 states:

*Prior to Commencement the Owners will notify the District Council in writing whether they intend to transfer any or all of the Residential Managed Land on the issue of the Final Certificates for those respective areas to a Residential Management Company. Such notification to include details of which areas of Residential Managed Land (including indicative plans) it intends will be transferred to a Residential Management Company.*

### L&G's Commitment

#### *Inclusions*

- 2.4 L&G intend to transfer the following Residential Managed Land to a Residential Management Company:

- All Greenspace as defined by the s.106 comprising Multi-functional Greenspace Parks; Multi-functional Natural Greenspace; and Multi-functional Amenity Greenspace
- Green Infrastructure as defined by the s.106 comprising LAPs; LLAP; Greenspace; NEAPS; Open Access Ball Courts; Public Amenity Space
- Any incidental landscaping including buffers within developer parcel plots
- SuDs areas where they are not adopted
- Internal roads and footpaths where they are not adopted

### **Exclusions**

2.5 It is expected that the following will be excluded from the Residential Managed Land:

- Any Greenspace within transferred to the Local Authority in accordance with the s.106
- Green Infrastructure as defined by the s.106 comprising the Sports Hub and any other Green Infrastructure transferred to the Local Authority at their request and in accordance with the s.106
- Adopted highway land (roads, footpaths and cycle routes)
- Adopted SuDs areas
- Adopted Public Rights of Way and Bridleway
- Common areas with no public access i.e. parking courts associated with individual units
- Dwellings and any curtilage falling within private leasehold or freehold ownership
- Whilst not included in the Residential Managed Land, for the avoidance of doubt the School Land which will be transferred to the County Council
- The Allotments which are required by the s.106 to be transferred to the Parish Council
- Any healthcare and community facilities delivered within the Local Centre that are transferred to the District Council or their nominee under the terms of the s.106 Agreement
- Any other areas agreed to be transferred under the terms of the Permission to a separate leasehold / freehold entity including within the Local Centre



- Land brought forward for alternative use to Residential Land where it would instead be managed by the Commercial or Retail & Leisure Management Company
- Third Party land falling outside of L&Gs control (as defined by Plan 2 contained within the s.106 Agreement (attached at **Appendix 3**)

### **The Sports Hub**

- 2.6 In respect of the Sports Hub, in principle like other long leasehold / freehold land within the Site, it is anticipated that the Sports Hub will be managed by the future operator of the Sports Hub. There may be landscaped areas on the boundaries that will fall under the Residential Management Company. Future management would be agreed through approval of the Sports Hub Management Plan required by Schedule 4, Part 2, Paragraph 1.9 of the s.106 Agreement.
- 2.7 A Masterplan for the Sports Hub is required to be submitted prior to the 350<sup>th</sup> Housing Occupation (Schedule 4, Part 2, Paragraph 1.1). Temporary facilities are then required to be provided prior to the 650<sup>th</sup> Housing Occupation with the Pavilion being Practically Completed prior to the 1,500<sup>th</sup> Housing Occupation (Schedule 4, Part 2, Paragraph 1.8). Schedule 4, Part 2, Paragraph 1.9 requires a Sports Hub Management Plan to be submitted to the Local Planning Authority prior to the Certificate of Building Practical Completion of the Sports Pavilion.
- 2.8 The Sports Hub Management Plan means a detailed written scheme of on-going maintenance of the Sports Hub, the Sports Pavilion, landscaping and car parking within the Sports Hub. Such Management Plan shall include details of the standard of maintenance and repair to be achieved and maintained; how the costs shall be funded including a mechanism for recovery of maintenance costs of the Sports Hub and Sports Pavilion, landscaping and car parking within the Sports Hub from the Housing Units; and the person(s) who will be point of contact.
- 2.9 Plan 19 from the s.106 identifying the Sports Hub is attached at **Appendix 4**.

### **Local Centre**

- 2.10 The Local Centre as defined by Plan 15 of the s.106 (attached at **Appendix 5**) falls within the area defined as Residential Managed Land. It is expected that any leasehold / freehold interests relating to commercial property within the Local

Centre will be excluded from the Residential Management Company. This includes any healthcare or community facilities transferred to the District Council or their nominee under the terms of the s.106 Agreement. In short, the land within the Local Centre will be subject to the same inclusions and exclusions as set out above.

### **Third Party Land**

- 2.11 An element of the Residential Managed Land relates to Third-Party land falling outside of L&G's control. For the avoidance of doubt, this land is not included but may be transferred to the Management Company to ensure a holistic approach to management of the Site subject to the individual developer's approach. Third Party Land is identified on Plans 6, 7 and 8 of the s.106 included at **Appendix 6**.

### **Reserved Matters**

- 2.12 L&G commit to provide an indicative plan(s) showing which areas that will be transferred to a Residential Management Company alongside the first reserved matters application for development to include residential in each of Phases 2 and 3.
- 2.13 For Phase 1, please see attached indicative Plan at **Appendix 7** showing the areas likely to be transferred to the Residential Management Company.

### 3.0 COMMERCIAL MANAGED LAND

- 3.1 The following chapter sets out the Framework principled for the Commercial Managed Land.

#### Definitions

- 3.2 The s.106 defines Commercial Managed Land as follows:

*Commercial Managed Land means the SuDs and Green Infrastructure (but excluding any areas which have been or are to be adopted by the relevant highways authorities pursuant to an adoption agreement) to which the public shall have access, footpath links, and buffer strips contained within the Land submitted to and approved by the District Council as part of Reserved Matters Approvals and serving the Commercial Development as shown for indicative purposes only coloured brown on Plan 20.*

- 3.3 Schedule 4 (Green Infrastructure) Part 17 Paragraph 2.1 states:

*Prior to Commencement the Owners will notify the District Council in writing whether they intend to transfer any or all of the Commercial Managed Land on the issue of the Final Certificate for those respective areas to a Commercial Management Company. Such notification to include details of which areas of Commercial Managed land (including indicative plans) it intends will be transferred to a Commercial Management Company.*

#### L&G's Commitment

##### *Inclusions*

- 3.4 L&G intend to transfer the following Commercial Managed Land to a Commercial Management Company:
- All Greenspace as defined by the s.106 comprising Multi-functional Greenspace Parks; Multi-functional Natural Greenspace; and Multi-functional Amenity Greenspace

- Green Infrastructure as defined by the s.106 comprising LAPs; LLAP; Greenspace; NEAPS; Open Access Ball Courts; Public Amenity Space
- Any incidental landscaping including buffers
- SuDs areas where they are not adopted
- Roads and footpaths where they are not adopted
- The safeguarded Railway Station and Car Park Land unless transferred to Network Rail or equivalent operating body

### ***Exclusions***

3.5 It is expected that the following will be excluded from the Commercial Managed Land:

- Any Greenspace within the Commercial Managed Land transferred to the Local Authority in accordance with the s.106
- Green Infrastructure within the Commercial Managed Land as defined by the s.106 transferred to the Local Authority in accordance with the s.106
- Adopted highway land (roads and footpaths)
- Adopted SuDs areas
- Adopted Public Rights of Way and Bridleway
- Commercial units and any curtilage falling within private leasehold or freehold ownership
- Any other areas agreed to be transferred under the terms of the Permission to a separate leasehold / freehold entity
- The safeguarded Railway Station and Car Park Land if transferred to Network Rail or equivalent operating body
- Land brought forward for alternative use to Commercial where it would instead be managed by the Residential or Retail & Leisure Management Company
- Third Party land falling outside of L&Gs control (as defined by Plan 2 contained within the s.106 Agreement (attached at **Appendix 3**)

### **Third Party Land**

3.6 There is no Third Party Land within the Commercial Managed Land as defined by the s.106. However, areas abutting the railway land are outside of L&G's control and are likely to be in Network Rail's ownership.

**Reserved Matters**

- 3.7 L&G commit to provide an indicative plan(s) showing which areas that will be transferred to a Commercial Management Company alongside the first reserved matters application for commercial development on land defined as Commercial Managed Land in Phase 2 of the development.

## 4.0 RETAIL AND LEISURE MANAGED LAND

- 4.1 The following chapter sets out the Framework principled for the Retail & Leisure Managed Land.

### Definitions

- 4.2 The s.106 defines Retail & Leisure Managed Land as follows:

*Retail and Leisure Managed Land means the SuDs and Green Infrastructure (but excluding any areas which have been or are to be adopted by the relevant highways authorities pursuant to an adoption agreement) to which the public shall have access, footpath links, and buffer strips contained within the Land submitted to and approved by the District Council as part of Reserved Matters Approvals and serving those Phases and Sub Phases of the Development on which the Retail and Leisure Development is located as shown for indicative purposes only coloured green on Plan 20*

- 4.3 Schedule 4 (Green Infrastructure) Part 17 Paragraph 3.1 states:

*Prior to Commencement the Owners will notify the District Council in writing whether they intend to transfer any or all of the Retail and Leisure Managed Land on the issue of the Final Certificates for those respective areas to a Retail and Leisure Management Company. Such notification to include details of which areas of Retail and Leisure Managed Land (including indicative plans it intends will be transferred to a Retail and Leisure Management Company.*

### L&G's Commitment

#### *Inclusions*

- 4.4 The Retail and Leisure Managed Land as defined by Plan 20 of the s106, benefits from OPP for a mixed use (including retail, Food Store, Leisure, Community, Residential and Other Uses) on the approved Parameter Plan – Land Use (Drawing No. 2153A - 100N).

4.5 L&G intends to transfer the following Retail & Leisure Managed Land brought forward as Retail and Leisure Development (as defined by the s.106) to a Retail & Leisure Management Company:

- All Greenspace as defined by the s.106 comprising Multi-functional Greenspace Parks; Multi-functional Natural Greenspace; and Multi-functional Amenity Greenspace
- Green Infrastructure as defined by the s.106 comprising LAPs; LLAP; Greenspace; NEAPS; Open Access Ball Courts; Public Amenity Space
- Any incidental landscaping including buffers
- SuDs areas where they are not adopted
- Roads and footpaths where they are not adopted

### **Exclusions**

4.6 It is expected that the following will be excluded from the Retail and Leisure Managed Land:

- Any Greenspace transferred to the Local Authority at their request and in accordance with the s.106
- Green Infrastructure as defined by the s.106 transferred to the Local Authority at their request and in accordance with the s.106
- Adopted highway land (roads and footpaths)
- Adopted SuDs areas
- Adopted Public Rights of Way and Bridleway
- Common areas with no public access i.e. parking courts associated with individual units
- Retail and Leisure units and any curtilage falling within private leasehold or freehold ownership
- Any other areas agreed to be transferred under the terms of the Permission to a separate leasehold / freehold entity
- Land brought forward for alternative use to Retail and Leisure where it would instead be managed by the Residential or Commercial Management Company
- Third Party land falling outside of L&Gs control (as defined by Plan 2 contained within the s.106 Agreement (attached at **Appendix 3**)

**Reserved Matters**

- 4.7 L&G commit to provide an indicative plan(s) showing which areas that will be transferred to a Retail and Leisure Management Company alongside the first reserved matters application for Retail and Leisure Development on land defined as Retail and Leisure Managed Land in Phase 1 of the development.



## **5.0 SUMMARY**

- 5.1 The enclosed Framework has been prepared to meet the terms of Part 17 of Schedule 4 of the s.106 in respect of the pre-commencement requirements. The Framework confirms L&G's commitment to delivering a comprehensive and well-managed development at North Horsham.

**APPENDIX 1**  
**SECTION 106 DATED 01 MARCH 2018 EXTRACT (SCHEDULE 4**  
**DEFINITIONS; SCHEDULE 4 PART 17)**

## SCHEDULE 4

### GREEN INFRASTRUCTURE

The following words and expressions have the following meanings unless the context requires otherwise:-

<b>Allotments</b>		means the Eastern Allotments and the Western Allotments
<b>Allotments Sum</b>	<b>Commuted</b>	means a payment of fifteen pence per square metre (£ 0.15/sqm) x 20 years to be paid to the District Council or its Nominee in respect of the future maintenance of the Eastern Allotments and Western Allotments (as appropriate) to be calculated based on the quantum of land within each of the said allotments and relevant to the allotment that is as a result of the provisions of this Schedule being the subject of the commuted sum payment
<b>Allotments Specification(s)</b>		means a specification for each of the respective Allotments which shall set out the location and detailed specification of each of the respective Allotments and which shall be approved in accordance with paragraphs 1.1, 1.2, 1.4 and 1.5 of Part 15 of this Schedule and each such specification shall accord with the minimum specification set out in Appendix 5 to this Schedule
<b>Building Regulations</b>		means the Building Regulations 2010 as may be varied or substituted from time to time as may be applicable at the time such regulations are applied in the context in which they are used in this Deed
<b>Certificate of Building Practical Completion – Sports Pavilion</b>		means a certificate issued by the employer's agent, architect or contract administrator (as appropriate) appointed by the Owners confirming that the Sports Pavilion is practically complete pursuant to the Sports Pavilion Building Contract
<b>Certificate of Practical Completion</b>		means a certificate of practical completion issued by the District Council confirming that all works to which the certificate relates are practically complete in accordance with the relevant specification as required pursuant to this Schedule
<b>Commercial Development</b>		means the Employment Land
<b>Commercial Land</b>	<b>Managed</b>	means the SuDS and Green Infrastructure (but excluding any areas which have been or are to be adopted by the relevant highways or drainage authorities pursuant to an adoption agreement) to which the public shall have access, footpath links and buffer strips contained within the Land submitted to and approved by the District Council as part of Reserved Matters Approvals and serving the Commercial Development as shown for indicative purposes only coloured brown on Plan 20
<b>Commercial Management Company</b>		means a body established by the Owners to carry out the long term management and maintenance of any Commercial Managed Land including any SuDS (but excluding any areas which have been or are to be adopted by the relevant highways



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or drainage authorities pursuant to an adoption agreement) to be managed by it in accordance with the provisions of this Deed and the Commercial Management Plan and

- (a) whose objectives shall include
  - (i) setting the level of charges for funding the running of the Commercial Management Company and collecting such charges
  - (ii) ensuring accountability to Occupiers of the Commercial Development and
- (b) whose constitution will facilitate
  - (i) the Developer retaining control of the Commercial Management Company until such time it relinquishes that control to the shareholders and
  - (ii) step in rights to enable the District Council to assume control of the Commercial Management Company if it is in breach of the Commercial Management Plan

and this includes any/all subsequent body/bodies that take on this responsibility

**Commercial Management Company Monitoring Payment**

means:

- (a) the annual sum of £600 (six hundred pounds) for the first two years following the issue of the first Final Certificate in relation to the Commercial Managed Land and
- (b) the annual sum of £300 (three hundred pounds) for the eight years thereafter

as a contribution towards the District Council's costs of monitoring the management and maintenance of land and/or facilities transferred to the Commercial Management Company pursuant to this Deed

**Commercial Management Company Structure Scheme**

means a scheme that addresses the following in relation to the Commercial Management Company

- (a) details of the proposed constitution of the Commercial Management Company which shall be a private company limited by shares or guarantee
- (b) proposed banking arrangements for the Commercial Management Company
- (c) details of and arrangements for maintenance of such insurances as shall be appropriate in respect of the use of any Commercial Managed Land managed by the Commercial Management Company and against damage by those comprehensive risks as are

reasonable to insure against in the circumstances then prevailing

- (d) details of the mechanism together with suitable documentation to enable the District Council to temporarily assume control of the Commercial Management Company in circumstances where the Commercial Management Company is in breach of the Commercial Management Plan in order to remedy such a breach if the provisions of paragraph 2.5 and 2.6 of Part 17 of this Schedule apply (including details of how and when such step-in mechanism shall be triggered) PROVIDED THAT such mechanism to temporarily assume control of the Commercial Management Company may be exercised as many times as necessary and
- (e) details of the mechanism together with suitable documentation to enable the transfer of ownership and responsibility for the Commercial Managed Land from the Commercial Management Company to the District Council or its Nominee if the provisions of paragraph 2.14 of Part 17 of this Schedule apply on terms to be agreed (including details of how and when such transfer and step-in mechanism shall be triggered, settlement of outstanding management costs prior to transfer and liability for legal costs/expenses associated with the transfer)

**Commercial Management Plan**

means a detailed written scheme prepared by the Owners for the on-going maintenance of the Commercial Managed Land which shall include the following

- (a) a plan showing the boundaries of the Commercial Managed Land (such plan may be amended from time to time as the boundaries of the Commercial Managed Land change)
- (b) demonstrate full integration of landscape, biodiversity SuDS and arboriculture considerations
- (c) confirmation of the approximate location and details of any apparatus to be vested in or adopted by statutory undertakers or the drainage or highway authorities
- (d) frequency of maintenance
- (e) measures to replace any trees shrubs or turf which may die or become diseased following implementation of the Commercial Management Plan
- (f) standard of maintenance and repair to be achieved and maintained
- (g) how the costs of the maintenance shall be funded and this shall include a mechanism for recovery of

maintenance costs of the Commercial Managed Land from the Commercial Development

- (h) whether the Owners propose to transfer the Commercial Managed Land to the District Council or its Nominee or a Commercial Management Company and, if the latter, details of the proposed Commercial Management Company
- (i) the person who shall be the point of contact for anyone wishing to raise issues regarding the management or maintenance of the Commercial Managed Land
- (j) the mechanisms which shall be put in place to ensure that the details of the point of contact are publicised to Occupiers of the Commercial Development and members of the public entering the Commercial Managed Land and in the event of any change in the point of contact to notify the District Council in writing within 7 days of the date of such change
- (k) where appropriate, cross-references to the landscape management and maintenance plan to be approved pursuant to conditions 35 and 36 of the Planning Permission

Provided That the scheme will be made up of a series of individual schemes relating to each part of the Commercial Managed Land pursuant to paragraph 2.10 of Part 17 of this Schedule

**Eastern Allotments**

means the allotments to be provided within the Development as shown for indicative purposes only coloured green on Plan 17 and the precise location of which is to be approved by the District Council pursuant to a Reserved Matters Approval to comprise a minimum site area being 0.32 hectare to be provided in accordance with the Allotments Specification

**Final Certificate**

means a certificate issued by the District Council confirming that the works to which the certificate relates have been maintained to its reasonable satisfaction during the Maintenance Period and any remedial works have been completed

**Green Infrastructure**

means the LAPs; LLAP; Greenspace; NEAPs; Open Access Ball Courts; Public Amenity Space; Sports Hub;

**Green Infrastructure Specifications**

means any and all of the following as the context may require

- (a) Sports Pitches Specifications
- (b) Mountain Bike Trail Specification
- (c) MUGAs Specifications
- (d) Open Access Ball Courts Specifications

	(e) NEAPs Specifications
	(f) LAPs Specifications
	(g) LLAP Specification
	(h) Greenspace Specifications
	(i) Public Amenity Space Specifications and
	(j) Youth Facility Specification
<b>Greenspace</b>	means any and all of the following
	(a) Multi-functional Greenspace Parks
	(b) Multi-functional Greenspace Natural
	(c) Multi-functional Greenspace Amenity
<b>Greenspace Plan</b>	means the plan to be approved pursuant to paragraph 1 of Part 10 of this Schedule
<b>Greenspace Specification(s)</b>	means the specification(s) for Multi-functional Greenspace Parks, Multi-functional Greenspace Natural and Multi-functional Greenspace Amenity approved pursuant to paragraph 2.2 of Part 10 of this Schedule which shall accord with the green infrastructure guidance set out in Appendix 8 to this Schedule
<b>LAPs</b>	means the local areas of play to be approved pursuant to the Reserved Matters Approvals
<b>LAPs Specification(s)</b>	means the specification(s) approved pursuant to the Reserved Matters Approvals
<b>LLAP</b>	means the local landscaped area of play which shall be at least 0.8 hectares in size comprising a 0.1 hectare activity area surround by landscaped area with no dwelling curtilage within 30m of the activity area to be provided in accordance with the LLAP Specification in the area number 4.2 shown for illustration purposes only on Plan 21
<b>LLAP Specification(s)</b>	means the specification(s) approved pursuant to paragraph 1.3 of Part 7 of this Schedule which shall accord with the green infrastructure guidance set out in Appendix 8 to this Schedule
<b>Maintenance Period</b>	means the period of 12 months commencing from the date of the relevant Certificate of Practical Completion or Certificate of Building Practical Completion - Sports Pavilion but which period shall continue to run until the Final Certificate for the relevant works, area or facility has been issued
<b>Mountain Bike Trail</b>	means the 300m long and 1.2m wide mountain bike trail/skills course to be provided in accordance with the Mountain Bike Trail Specification in the area number 8.1 shown for illustration purposes only on Plan 21 such mountain bike trail to be connected to other cycle ways within the Development

<b>Mountain Bike Trail Specification</b>	means the specification(s) approved pursuant to paragraph 1.2.2 of Part 9 of this Schedule which shall accord with the green infrastructure guidance set out in Appendix 8 to this Schedule
<b>MUGAs</b>	means four multi use games areas to be provided each of which shall comprise an area of not less than 37m by 18.5m in size with a buffer area and the multi use games areas will be floodlit and shall be provided in accordance with the MUGAs Specifications in the area number 6.0 shown for illustration purposes only on Plan 21
<b>MUGAs Specifications</b>	means the specification(s) approved pursuant to paragraph 1.2 of Part 4 of this Schedule which shall accord with the green infrastructure guidance set out in Appendix 8 to this Schedule
<b>Multi-functional Greenspace Amenity</b>	means at least 3.12 hectares of landscaped open space to be provided in accordance with the relevant approved Greenspace Specification(s) in the area number 3.0 shown for illustration purposes only on Plan 21
<b>Multi-functional Greenspace Natural</b>	means at least 15.01 hectares of natural and semi-natural open space incorporating any one or more of the following: wetlands; hedgerows and diversified wildflower greenlands to be provided in accordance with the relevant approved Greenspace Specification(s) in the area number 1.0 shown for illustration purposes only on Plan 21
<b>Multi-functional Greenspace Parks</b>	means at least 8.92 hectares of informal open space laid out as parks including any one or more of the following: open space (minimum 4.10 hectares); kickabout areas (minimum 1.16 hectares) and woodland (existing and new woodland minimum 3.66 hectares) to be provided in accordance with the relevant approved Greenspace Specification(s) in the areas numbered 7.1, 7.2 and 7.3 shown for illustration purposes only on Plan 21
<b>NEAPs</b>	means three neighbourhood equipped areas of play (one NEAP for each Phase) each of which shall comprise an equipped activity area of not less than 0.1 hectare set within a landscaped area of not less than 0.4 hectares and with no dwelling curtilage within 30 metres of the activity area providing a range of facilities for a variety of age groups of children to be provided in accordance with the NEAPs Specifications in the areas numbered 4.1 shown for illustration purposes only on Plan 21
<b>NEAPs Specification(s)</b>	means the specification(s) approved pursuant to paragraph 1.4 of Part 6 of this Schedule which shall accord with the green infrastructure guidance set out in Appendix 8 to this Schedule
<b>Open Access Ball Courts</b>	means at least 0.045 hectares per Phase of open access ball courts with marked out courts and fixed equipment to cater for basketball and football each court comprising an area of not less than 25m by 14m in size with a 1.2m wide pathway surrounding each court and rebound fencing to be provided in accordance with <ul style="list-style-type: none"> <li>(a) the Open Access Ball Courts Specifications in the areas numbered 4.1 shown for illustration purposes only on Plan 21 and</li> </ul>



- (b) relevant Sport England recommendations for five-a-side football and basketball and
- (c) any supplementary planning document or guidance of the District Council in force at the time of submission of the Reserved Matters Application pursuant to which the Open Access Ball Courts are to be provided

**Open Access Ball Courts Specification(s)** means the specification(s) approved pursuant to paragraph 1.4 of Part 5 of this Schedule

**Public Amenity Space** means areas of public amenity space to be provided as part of the Development as determined by Reserved Matters Approvals which shall include informal open space, greenways, green routes, incidental open space, landscaping strips, landscape buffers, noise buffers and existing woodland which shall exclude the Sport Pitches, Allotments, Sports Pavilion, Mountain Bike Trail, MUGAs, LAPs, LLAP, NEAPs, Greenspace, Open Access Ball Courts, SuDS and Youth Facility

**Public Amenity Space Specification(s)** means the specification(s) approved pursuant to the Reserved Matters Approvals

**Residential Managed Land** means the SuDS and Green Infrastructure (but excluding any areas which have been or are to be adopted by the relevant highways or drainage authorities pursuant to an adoption agreement) to which the public shall have access, footpath links, and buffer strips contained within the Land submitted to and approved by the District Council as part of Reserved Matters Approvals and the Sports Sub-Phase and serving those Phases and Sub Phases of the Development on which the Housing Units are located and the Local Centre as shown for indicative purposes only coloured purple on Plan 20

**Residential Management Company** means a body established by the Owners to carry out the long term management and maintenance of any Residential Managed Land including any SuDS (but excluding any areas which have been or are to be adopted by the relevant highways or drainage authorities pursuant to an adoption agreement) to be managed by it in accordance with the provisions of this Deed and the Residential Management Plan and

- (a) whose objectives shall include
  - (i) setting the level of charges for funding the running of the Residential Management Company and collecting such charges
  - (ii) ensuring that the level of any charges levied against any Affordable Rent Housing Units or Shared Ownership Units shall not materially affect the ability of these Housing Units to remain as Affordable Housing but this will not prevent charges being levied at all, nor a full charge being levied if the Affordable Rent Housing Units or Shared Ownership Units cease to be Affordable Housing Units

- (iii) ensuring accountability to Occupiers of the Housing Units
- (b) whose constitution will facilitate
  - (i) the Developer retaining control of the Residential Management Company until such time it relinquishes that control to the shareholders and
  - (ii) step in rights to enable the District Council to assume control of the Residential Management Company if it is in breach of the Residential Management Plan

and this includes any/all subsequent body/bodies that take on this responsibility

<b>Residential Company Payment</b>	<b>Management Monitoring</b>	means:
		(a) the annual sum of £600 (six hundred pounds) for the first two years following the issue of the first Final Certificate in relation to the Residential Managed Land and
		(b) the annual sum of £300 (three hundred pounds) for the eight years thereafter

as a contribution towards the District Council's costs of monitoring the management and maintenance of land and/or facilities transferred to the Residential Management Company pursuant to this Deed

<b>Residential Company Scheme</b>	<b>Management Structure</b>	means a scheme that addresses the following in relation to the Residential Management Company
		(a) details of the proposed constitution of the Residential Management Company which shall be a private company limited by shares or guarantee
		(b) proposed banking arrangements for the Residential Management Company
		(c) details of and arrangements for maintenance of such insurances as shall be appropriate in respect of the use of any Residential Managed Land managed by the Residential Management Company and against damage by those comprehensive risks as are reasonable to insure against in the circumstances then prevailing
		(d) details of the mechanism together with suitable documentation to enable the District Council to temporarily assume control of the Residential Management Company in circumstances where the Residential Management Company is in breach of the Residential Management Plan in order to remedy such a breach if the provisions of paragraph 1.5 and 1.6 of Part 17 of this Schedule apply (including details of how and when such step-in mechanism shall be triggered)

PROVIDED THAT such mechanism to temporarily assume control of the Residential Management Company may be exercised as many times as necessary and

- (e) details of the mechanism together with suitable documentation to enable the transfer of ownership and responsibility for the Residential Managed Land from the Residential Management Company to the District Council or its Nominee if the provisions of paragraph 1.14 of Part 17 of this Schedule apply on terms to be agreed (including details of how and when such transfer and step-in mechanism shall be triggered, settlement of outstanding management costs prior to transfer and liability for legal costs/expenses associated with the transfer)

**Residential Management Plan**

means a detailed written scheme prepared by the Owners for the on-going maintenance of the Residential Managed Land which shall include the following:

- (a) a plan showing the boundaries of the Residential Managed Land (such plan may be amended from time to time as the boundaries of the Residential Managed Land change)
- (b) demonstrate full integration of landscape, biodiversity SuDs and arboriculture considerations
- (c) confirmation of the approximate location and details of any apparatus to be vested in or adopted by statutory undertakers or the drainage or highway authorities
- (d) frequency of maintenance
- (e) measures to replace any trees shrubs or turf which may die or become diseased following implementation of the Residential Management Plan
- (f) standard of maintenance and repair to be achieved and maintained
- (g) how the costs of the maintenance shall be funded and this shall include a mechanism for recovery of maintenance costs of the Residential Managed Land principally from the Housing Units
- (h) whether the Owners propose to transfer the Residential Managed Land to the District Council or its Nominee or a Residential Management Company and, if the latter, details of the proposed Residential Management Company
- (i) the person who shall be the point of contact for anyone wishing to raise issues regarding the management or maintenance of the Residential Managed Land

- (j) the mechanisms which shall be put in place to ensure that the details of the point of contact are publicised to residents of the Housing Units and members of the public entering the Residential Managed Land and in the event of any change in the point of contact to notify the District Council in writing within 7 days of the date of such change
- (k) where appropriate, cross-references to the landscape management and maintenance plan to be approved pursuant to condition 35 and 36 of the Planning Permission

Provided That the scheme will be made up of a series of individual schemes relating to each part of the Residential Managed Land pursuant to paragraph 1.10 of Part 17 of this Schedule

**Retail and Development**      **Leisure** means buildings for retail and leisure uses excluding the Local Centre

**Retail and Managed Land**      **Leisure** means the SuDS and Green Infrastructure (but excluding any areas which have been or are to be adopted by the relevant highways or drainage authorities pursuant to an adoption agreement) to which the public shall have access, footpath links and buffer strips contained within the Land submitted to and approved by the District Council as part of Reserved Matters Approvals and serving those Phases and Sub Phases of the Development on which the Retail and Leisure Development is located as shown for indicative purposes only coloured green on Plan 20

**Retail and Leisure Management Company** means a body established by the Owners to carry out the long term management and maintenance of any Retail and Leisure Managed Land including any SuDS (but excluding any areas which have been or are to be adopted by the relevant highways or drainage authorities pursuant to an adoption agreement) to be managed by it in accordance with the provisions of this Deed and the Retail and Leisure Management Plan and

- (a) whose objectives shall include
  - (i) setting the level of charges for funding the running of the Retail and Leisure Management Company and collecting such charges
  - (ii) ensuring accountability to Occupiers of the Retail and Leisure Development and
- (b) whose constitution will facilitate
  - (i) the Developer retaining control of the Retail and Leisure Management Company until such time it relinquishes that control to the shareholders and

- (ii) step in rights to enable the District Council to assume control of the Retail and Leisure Management Company if it is in breach of the Retail and Leisure Management Plan

and this includes any/all subsequent body/bodies that take on this responsibility.

**Retail and Leisure  
Management Company  
Monitoring Payment**

means:

- (a) the annual sum of £600 (six hundred pounds) for the first two years following the issue of the first Final Certificate in relation to the Retail and Leisure Managed Land and
- (b) the annual sum of £300 (three hundred pounds) for the eight years thereafter

as a contribution towards the District Council's costs of monitoring the management and maintenance of land and/or facilities transferred to the Retail and Leisure Management Company pursuant to this Deed

**Retail and Leisure  
Management Company  
Structure Scheme**

means a scheme that addresses the following in relation to the Retail and Leisure Management Company

- (a) details of the proposed constitution of the Retail and Leisure Management Company which shall be a private company limited by shares or guarantee
- (b) proposed banking arrangements for the Retail and Leisure Management Company
- (c) details of and arrangements for maintenance of such insurances as shall be appropriate in respect of the use of any Retail and Leisure Managed Land managed by the Retail and Leisure Management Company and against damage by those comprehensive risks as are reasonable to insure against in the circumstances then prevailing
- (d) details of the mechanism together with suitable documentation to enable the District Council to temporarily assume control of the Retail and Leisure Management Company in circumstances where the Retail and Leisure Management Company is in breach of the Retail and Leisure Management Plan in order to remedy such a breach if the provisions of paragraph 3.5 and 3.6 of Part 17 of this Schedule apply (including details of how and when such step-in mechanism shall be triggered) PROVIDED THAT such mechanism to temporarily assume control of the Retail and Leisure Management Company may be exercised as many times as necessary and
- (e) details of the mechanism together with suitable documentation to enable the transfer of ownership and responsibility for the Retail and Leisure Managed Land

from the Retail and Leisure Management Company to the District Council or its Nominee if the provisions of paragraph 3.14 of Part 17 of this Schedule apply on terms to be agreed (including details of how and when such transfer and step-in mechanism shall be triggered, settlement of outstanding management costs prior to transfer and liability for legal costs/expenses associated with the transfer).

**Retail and Leisure Management Plan**

means a detailed written scheme prepared by the Owners for the on-going maintenance of the Retail and Leisure Managed Land which shall include the following

- (a) a plan showing the boundaries of the Retail and Leisure Managed Land (such plan may be amended from time to time as the boundaries of the Retail and Leisure Managed Land change)
- (b) demonstrate full integration of landscape, biodiversity SuDS and arboriculture considerations
- (c) confirmation of the approximate location and details of any apparatus to be vested in or adopted by statutory undertakers or the drainage or highway authorities
- (d) frequency of maintenance
- (e) measures to replace any trees shrubs or turf which may die or become diseased following implementation of the Retail and Leisure Management Plan
- (f) standard of maintenance and repair to be achieved and maintained
- (g) how the costs of the maintenance shall be funded and this shall include a mechanism for recovery of maintenance costs of the Retail and Leisure Managed Land from the Retail and Leisure Development
- (h) the person who shall be the point of contact for anyone wishing to raise issues regarding the management or maintenance of the Retail and Leisure Managed Land
- (i) the mechanisms which shall be put in place to ensure that the details of the point of contact are publicised to Occupiers of the Retail and Leisure Development and members of the public entering the Retail and Leisure Managed Land and in the event of any change in the point of contact to notify the District Council in writing within 7 days of the date of such change
- (j) where appropriate, cross-references to the landscape management and maintenance plan to be approved pursuant to conditions 35 and 36 of the Planning Permission

Provided That the scheme will be made up of a series of individual schemes relating to each part of the Retail and

Leisure Managed Land pursuant to paragraph 3.10 of Part 17 of this Schedule

<b>Skate Park</b>	means a concrete skate park
<b>Sports Contribution</b>	means the sum of £1,106,178 (one million one hundred and six thousand one hundred and seventy eight pounds) to be used solely towards the enhancement of indoor strategic sports and leisure facilities within 5km of the Development
<b>Sports Hub</b>	means the approximate area shown for identification purposes only coloured green on Plan 19 which includes the Sports Pavilion, 4 MUGAs, the Sports Pitches, the Youth Facility, the Mountain Bike Trail and the ancillary parking
<b>Sports Hub Car Parking Strategy</b>	means the strategy setting out the details for the location laying out and any parking charges of the permanent car parking for the Sports Hub as approved pursuant to paragraph 1.5 of Part 2 of this Schedule
<b>Sports Hub Landscaping Strategy</b>	means the strategy setting out the details for the location and laying out of landscaping for the Sports Hub as approved pursuant to paragraph 1.5 of Part 2 of this Schedule
<b>Sports Hub Management Plan</b>	<p>means a detailed written scheme prepared by the Owners for the on-going maintenance of the Sports Hub, the Sports Pavilion, landscaping and car parking within the Sports Hub which shall include the following</p> <ul style="list-style-type: none"><li>(a) standard of maintenance and repair to be achieved and maintained</li><li>(b) how the costs of the maintenance shall be funded and this shall include a mechanism for recovery of maintenance costs of the Sports Hub the Sports Pavilion, landscaping and car parking within the Sports Hub from the Housing Units</li><li>(c) the person who shall be the point of contact for anyone wishing to raise issues regarding the management or maintenance of the Sports Hub the Sports Pavilion, landscaping and car parking within the Sports Hub</li></ul> <p>the mechanisms which shall be put in place to ensure that the details of the point of contact are publicised to occupiers and residents of the Development and members of the public entering the Sports Hub and in the event of any change in the point of contact to notify the District Council in writing within 7 days of the date of such change</p>
<b>Sports Hub Masterplan</b>	<p>means the plan of the Sports Hub to be submitted to and approved by the District Council showing</p> <ul style="list-style-type: none"><li>(a) the location and layout of the 4 MUGAs</li><li>(b) the land for the Sports Pavilion</li></ul>

- (c) the location and layout of the car parking area(s)
- (d) the location and layout of the Sports Pitches
- (e) the land for the Youth Facility
- (f) the location and layout of the Mountain Bike Trail
- (g) the details of any temporary sports facilities to be provided prior to the 4 MUGAs, the Sports Pavilion, the Sports Pitches, the Youth Facility and the Mountain Bike Trail being completed

**Sports Hub Temporary Facilities Strategy** means the strategy as approved pursuant to paragraph 1.5 of Part 2 of this Schedule for the provision of temporary changing facilities and temporary car parking prior to the completion of the Sports Hub including details as to the phasing for the provision of the 4 MUGAs, the Sports Pavilion, the Sports Pitches, the Youth Facility and the Mountain Bike Trail and how this interacts with the provision and removal of the temporary changing facilities and temporary car parking

**Sports Pavilion** means a Sports Pavilion which shall be a minimum of 500 square metres (gross internal area) to provide toilets, changing rooms (including changing rooms for officials), showers, equipment storage, kitchen and social space for the Sports Hub

**Sports Pavilion Building Contract** means the building contract which the Owners enter into with a building contractor for the constructions of the Sports Pavilion in accordance with the Sports Pavilion Specification and containing a reasonable defects liability period.

**Sports Pavilion Specification** means the detailed layout specification, design, equipping and furnishing for the Sports Pavilion approved pursuant to paragraph 1.5 of Part 2 of this Schedule which shall accord with the green infrastructure guidance set out in Appendix 8 to this Schedule and be generally in accordance with Sport England's design guidance on clubhouses that is current at the date the Sports Pavilion Specification is submitted to the District Council for approval (or any equivalent guidance published by any successor body to Sport England)

**Sports Pitches** means at least 3.52 hectares of sports pitches to cater for a range of sports activities including football and cricket, such sports pitches to include 3 full sized football pitches (each a **Sports Pitch**) of which one of the full sized football pitches shall be constructed to 3G standards (where 3G refers to a 'third generation' of artificial grass pitch construction using longer pile artificial grass with a rubber crumb infill / dressing within the pile to influence friction and impact characteristics) and two of the full sized pitches shall be grassed and the 3G pitch will be floodlit and all pitches shall be provided in accordance with the Sports Pitches Specifications in the areas shown on the Sports Hub Masterplan

**Sports Pitches Specification(s)** means the specification(s) approved pursuant to paragraph 1.2 of Part 3 of this Schedule which shall accord with the green infrastructure guidance set out in Appendix 8 to this Schedule



<b>SuDS Specification(s)</b>	means the specification(s) approved pursuant to conditions 8 and 17 of the Planning Permission.
<b>Western Allotments</b>	means the allotments to be provided within the Development shown for indicative purposes only coloured blue on Plan 17 and the precise location of which is to be approved by the District Council pursuant to a Reserved Matters Approval to comprise a minimum site area being 1 hectare to be provided in accordance with the Allotments Specification
<b>Youth Facility</b>	means at least 0.05 hectares of land to be provided either as a Skate Park or alternative youth facilities such as adventure play areas to be provided in accordance with the Youth Facility Specification in the area number 8.3 shown for illustration purposes only on Plan 21 and which shall be located such that the curtilage of any Housing Unit shall be located no closer than 100m from the boundary of the Youth Facility

## **PART 17**

### **MANAGEMENT COMPANIES**

#### **1 RESIDENTIAL MANAGED LAND**

- 1.1 Prior to Commencement the Owners will notify the District Council in writing whether they intend to transfer any or all of the Residential Managed Land on the issue of the Final Certificates for those respective areas to a Residential Management Company. Such notification to include details of which areas of Residential Managed Land (including indicative plans) it intends will be transferred to a Residential Management Company.
- 1.2 Where any Residential Managed Land is to be managed and maintained by the Residential Management Company in accordance with the terms of this Schedule the Owners will comply with the following provisions:-
  - 1.2.1 prior to the first Occupation of any Housing Unit on the Development submit for approval to the District Council and gain approval from the District Council to the Residential Management Company Structure Scheme;
  - 1.2.2 on the date of the issue of the first Final Certificate in relation to the Residential Managed Land and the following nine anniversaries of such date to pay to the District Council the annual Residential Management Company Monitoring Payment in respect of any Residential Managed Land in accordance with this Schedule; and
  - 1.2.3 upon approval of the Residential Management Company Structure Scheme the Owners will establish the Residential Management Company in accordance with the approved Residential Management Company Structure Scheme and such Residential Management Company shall be established prior to the date of issue of the first Certificate of Practical Completion in respect of any Residential Managed Land.
- 1.3 For the period from the establishment of the Residential Management Company to the Occupation of the final Housing Unit to be Occupied the Owners of the Residential Managed Land shall:
  - 1.3.1 prior to the start of each calendar year (or such other annual date as may be agreed in writing by the District Council):
    - (h) provide to the District Council the Residential Management Company's budget for the following 12 months showing anticipated

income from estate charges and anticipated expenditure, together with evidence satisfactory to the District Council of such anticipated income and anticipated expenditure;

- (i) submit for approval to the District Council and gain approval from the District Council of the contribution (if any) to be paid to the Residential Management Company and the date or dates for payment to cover any shortfall between the anticipated income and the anticipated expenditure;

1.3.2 following approval of the contribution (if any) pursuant to paragraph 1.3.1(b) above to pay the contribution (if any) to the Residential Management Company within 15 Working Days of the agreed date or dates for payment;

1.3.3 provide to the District Council the Residential Management Company's quarterly management accounts within 15 Working Days of the end of each quarter.

1.4 The Owners of the Residential Managed Land and the Developer (for such time as the Developer retains control of the Residential Management Company) shall procure that the Residential Management Company uses its reasonable endeavours to enforce the obligation of an owner of a Housing Unit or Local Centre (as appropriate) to pay estate charge to the Residential Management Company.

1.5 Subject to paragraph 1.7 of this Part of this Schedule in the event that the Residential Management Company fails to maintain any of the Residential Managed Land in accordance with the Green Infrastructure Specifications, the SuDS Specifications and the approved Residential Management Plan the District Council or its Nominee may either:

1.5.1 temporarily assume control of the Residential Management Company; or

1.5.2 enter on to the relevant area of Residential Managed Land together with relevant personnel and equipment,

to ensure the performance of such obligations and/or carry out any works it considers reasonably necessary to maintain or make good any defect or damage or reinstate the relevant area of Residential Managed Land and shall be entitled to full reimbursement by the Residential Management Company of all costs and expenses incurred in performing the said obligations.

1.6 Subject to paragraph 1.7 of this Part of this Schedule in the event that the Residential Management Company goes into liquidation or otherwise ceases to exist and a replacement Residential Management Company is not immediately put in place the District Council or its Nominee may enter on to the relevant area of Residential Managed Land together with relevant personnel and equipment to ensure the performance of the obligations contained in the covenants in this Part of this Schedule and/or carry out any works it considers reasonably necessary to maintain or make good any defect or damage or reinstate the relevant area of Residential Managed Land and shall be entitled to seek full reimbursement by the Residential Management Company of all costs and expenses incurred in performing the said obligations.

1.7 The District Council or its Nominee shall not be entitled to take action under paragraphs 1.5 or 1.6 above nor recover reimbursement unless the District Council or its Nominee before taking action to enforce any of the terms of this Schedule shall have given written notice to the Residential Management Company stating the nature of the breach, the steps required to remedy the breach, and a reasonable time period for remedying the breach and the Residential Management Company fails to remedy the breach in accordance with the steps and time period in the written notice.

- 1.8 The Owners of the Residential Managed Land and the Developer covenant that the Developer will not relinquish control of the Residential Management Company until such time as:

1.8.1 the Occupation of the final Housing Unit to be Occupied; and

1.8.2 the completion of the transfer(s) of the Residential Managed Land to the Residential Management Company

PROVIDED THAT this does not prevent the District Council from exercising its rights pursuant to paragraphs 1.5 and 1.6 above.

- 1.9 Not to transfer or grant a long lease of any Housing Unit or to sell or cause or permit any Housing Unit to be sold other than by way of a transfer or long lease

1.9.1 that includes (or has supplemental to it) a covenant from the transferee or lessee of the Housing Unit to contribute a fair and reasonable proportion by way of estate charge towards the costs of maintaining and managing the Residential Managed Land in accordance with the Residential Management Plan; and

1.9.2 without procuring a covenant by the Residential Management Company covering maintenance and management of the Residential Managed Land through the Residential Management Company in accordance with the Residential Management Plan and to use any estate charge received from the transferee or lessee of a Housing Unit for such management and maintenance.

but, if the occupation of the Housing Unit is to be under a lease or tenancy, the covenant to contribute estate charge may be given by the owner of a reversionary interest.

- 1.10 Prior to the Certificate of Practical Completion being issued in relation to each part of the Residential Managed Land to submit the Residential Management Plan for that part of the Residential Managed Land to which the Certificate of Practical Completion will relate for approval to the District Council PROVIDED THAT any of the approved management schemes referred to above may be amended at any time throughout the lifetime of the Development by the Owners of the Residential Managed Land submitting a revised scheme to the District Council for approval.

- 1.11 To manage and maintain the Residential Managed Land pursuant to the approved relevant Residential Management Plan, the Green Infrastructure Specifications and the SuDS Specifications to the reasonable satisfaction of the District Council.

- 1.12 From the date the Residential Managed Land is first used for the lifetime of the Development to maintain adequate public liability insurance for the Residential Managed Land.

- 1.13 Nothing in this Schedule shall prevent the Owners transferring to a Residential Management Company or appointing a Residential Management Company to maintain and manage the Residential Managed Land and at a point in the future the Owners or Residential Management Company offering to transfer the Residential Managed Land to the District Council or its Nominee PROVIDED ALWAYS THAT the District Council or its Nominee shall not be obliged to accept any transfer or lease of the Residential Managed Land.

- 1.14 Subject to:

1.14.1 the District Council having first exercised its rights under paragraphs 1.5 and 1.6 above; and

- 1.14.2 the Developer having relinquished control of the Residential Management Company in accordance with paragraph 1.8 above,

if the District Council demands in writing that the Residential Management Company transfer the Residential Managed Land (or part thereof) to the District Council or its Nominee the Residential Management Company shall ensure such transfer is completed within 3 months of the date of receipt or deemed receipt of the District Council's written demand and shall agree the terms of the transfer with the District Council and the Residential Management Company shall bear its own legal costs and those of the transferee being either the District Council or its Nominee incurred in connection with the negotiation and completion of such transfer PROVIDED THAT such terms shall include:

- 1.14.3 the transfer will be for £1 (one pound) consideration;
- 1.14.4 the transfer shall not include any terms which would restrict public access to the Residential Managed Land (or part thereof) save for the purposes of maintenance works or in the case of emergency;
- 1.14.5 not include any terms which would directly or indirectly affect the construction maintenance servicing or occupation of the part of the Land that is retained by the Owners;
- 1.14.6 include for the benefit of the Residential Managed Land (or part thereof) the grant of any rights of access and services which are reasonably required for the use, management and maintenance of the Residential Managed Land (or part thereof) over any adjoining land for its intended purpose as set out in this Schedule;
- 1.14.7 the reservation of any rights of access and laying maintaining and passage of services and rights of entry and rights of support over the Residential Managed Land which are reasonably required for the construction, use, management and maintenance of the Development;
- 1.14.8 such covenants and rights as may be reasonably required for the construction use and maintenance of the Development and the preservation of its appearance;
- 1.14.9 a covenant to the transferor that the Residential Managed Land shall only be used as Green Infrastructure or SuDs;
- 1.14.10 the transfer shall ensure that the benefit of the estate charge relating to the Residential Managed Land (or part thereof) is assigned to the District Council or its Nominee.

## **2 COMMERCIAL MANAGED LAND**

- 2.1 Prior to Commencement the Owners will notify the District Council in writing whether they intend to transfer any or all of the Commercial Managed Land on the issue of the Final Certificates for those respective areas to a Commercial Management Company. Such notification to include details of which areas of Commercial Managed Land (including indicative plans) it intends will be transferred to a Commercial Management Company.
- 2.2 Where any Commercial Managed Land is to be managed and maintained by the Commercial Management Company in accordance with the terms of this Schedule the Owners will comply with the following provisions:
- 2.2.1 prior to the first Occupation of any building on the Commercial Development submit for approval to the District Council and gain approval from the District Council to the Commercial Management Company Structure Scheme;

- 2.2.2 on the date of the issue of the first Final Certificate in relation to the Commercial Managed Land on the Commercial Development and the following nine anniversaries of such date to pay to the District Council the annual Commercial Management Company Monitoring Payment in respect of any Commercial Managed Land in accordance with this Schedule; and
  - 2.2.3 upon approval of the Commercial Management Company Structure Scheme the Owners will establish the Commercial Management Company in accordance with the approved Commercial Management Company Structure Scheme and such Commercial Management Company shall be established prior to the date of issue of the first Certificate of Practical Completion in respect of any Commercial Managed Land.
- 2.3 For the period from the establishment of the Commercial Management Company to the Occupation of the final building on the Commercial Development to be Occupied the Owners of the Commercial Managed Land shall:
- 2.3.1 prior to the start of each calendar year (or such other annual date as may be agreed in writing by the District Council):
    - (a) provide to the District Council the Commercial Management Company's budget for the following 12 months showing anticipated income from estate charges and anticipated expenditure, together with evidence satisfactory to the District Council of such anticipated income and anticipated expenditure;
    - (b) submit for approval to the District Council and gain approval from the District Council of the contribution (if any) to be paid to the Commercial Management Company and the date or dates for payment to cover any shortfall between the anticipated income and the anticipated expenditure;
  - 2.3.2 following approval of the contribution (if any) pursuant to paragraph 2.3.1(b) above to pay the contribution (if any) to the Commercial Management Company within 15 Working Days of the agreed date or dates for payment;
  - 2.3.3 provide to the District Council the Commercial Management Company's quarterly management accounts within 15 Working Days of the end of each quarter.
- 2.4 The Owners of the Commercial Managed Land and the Developer (for such time as the Developer retains control of the Commercial Management Company) shall procure that the Commercial Management Company uses its reasonable endeavours to enforce the obligation of an owner of a building within the Commercial Development to pay estate charge to the Commercial Management Company.
- 2.5 Subject to paragraph 2.7 of this Part of this Schedule in the event that the Commercial Management Company fails to maintain any of the Commercial Managed Land in accordance with the Green Infrastructure Specifications, the SuDS Specifications and the approved Commercial Management Plan the District Council or its Nominee may either:
- 2.5.1 temporarily assume control of the Commercial Management Company; or
  - 2.5.2 enter on to the relevant area of Commercial Managed Land together with relevant personnel and equipment,
- to ensure the performance of such obligations and/or carry out any works it considers reasonably necessary to maintain or make good any defect or damage or reinstate the relevant area of Commercial Managed Land and shall be entitled to full reimbursement

by the Commercial Management Company of all costs and expenses incurred in performing the said obligations.

2.6 Subject to paragraph 2.7 of this Part of this Schedule in the event that the Commercial Management Company goes into liquidation or otherwise ceases to exist and a replacement Commercial Management Company is not immediately put in place the District Council or its Nominee may enter on to the relevant area of Commercial Managed Land together with relevant personnel and equipment to ensure the performance of the obligations contained in the covenants in this Part of this Schedule and/or carry out any works it considers reasonably necessary to maintain or make good any defect or damage or reinstate the relevant area of Commercial Managed Land and shall be entitled to seek full reimbursement by the Commercial Management Company of all costs and expenses incurred in performing the said obligations.

2.7 The District Council or its Nominee shall not be entitled to take action under paragraphs 2.5 or 2.6 above nor recover reimbursement unless the District Council or its Nominee before taking action to enforce any of the terms of this Schedule shall have given written notice to the Commercial Management Company stating the nature of the breach, the steps required to remedy the breach, and a reasonable time period for remedying the breach and the Commercial Management Company fails to remedy the breach in accordance with the steps and time period in the written notice.

2.8 The Owners of the Commercial Managed Land and the Developer covenant that the Developer will not relinquish control of the Commercial Management Company until such time as:

2.8.1 the Occupation of the final building on the Commercial Development to be Occupied; and

2.8.2 the completion of the transfer(s) of the Commercial Managed Land to the Commercial Management Company

PROVIDED THAT this does not prevent the District Council from exercising its rights pursuant to paragraphs 2.5 or 2.6 above.

2.9 Not to Occupy or cause or permit to be Occupied any building on the Commercial Development or to sell or cause or permit any building on the Commercial Development to be sold other than by way of a transfer or long lease

2.9.1 that includes (or has supplemental to it) a covenant from the transferee or lessee of the building on the Commercial Development to contribute a fair and reasonable proportion by way of estate charge towards the costs of maintaining and managing the Commercial Managed Land in accordance with the Commercial Management Plan; and

2.9.2 without procuring a covenant by the Commercial Management Company covering maintenance and management of the Commercial Managed Land through the Commercial Management Company in accordance with the Commercial Management Plan and to use any estate charge received from the transferee or lessee of a building on the Commercial Development for such management and maintenance.

but, the Owners are not prevented from granting occupational rack rent leases which do not contain these provisions.

2.10 Prior to the Certificate of Practical Completion being issued in relation to each part of the Commercial Managed Land to submit the Commercial Management Plan for that part of the Commercial Managed Land to which the Certificate of Practical Completion will relate for approval to the District Council PROVIDED THAT any of the approved management schemes referred to above may be amended at any time throughout the lifetime of the

Development by the Owners of the Commercial Managed Land submitting a revised scheme to the District Council for approval.

- 2.11 To manage and maintain the Commercial Managed Land pursuant to the approved relevant Commercial Management Plan, the Green Infrastructure Specifications and the SuDS Specifications to the reasonable satisfaction of the District Council.
- 2.12 From the date the Commercial Managed Land is first used for the lifetime of the Development to maintain adequate public liability insurance for the Commercial Managed Land.
- 2.13 Nothing in this Schedule shall prevent the Owners transferring to a Commercial Management Company or appointing a Commercial Management Company to maintain and manage the Commercial Managed Land and at a point in the future the Owners or Commercial Management Company offering to transfer the Commercial Managed Land to the District Council or its Nominee PROVIDED ALWAYS THAT the District Council or its Nominee shall not be obliged to accept any transfer or lease of the Commercial Managed Land.

2.14 Subject to:

- 2.14.1 the District Council having first exercised its rights under paragraphs 2.5 or 2.6 above; and
- 2.14.2 the Developer having relinquished control of the Commercial Management Company in accordance with paragraph 2.8 above,

if the District Council demands in writing that the Commercial Management Company transfer the Commercial Managed Land (or part thereof) to the District Council or its Nominee the Commercial Management Company shall ensure such transfer is completed within 3 months of the date of receipt or deemed receipt of the District Council's written demand and shall agree the terms of the transfer with the District Council and the Commercial Management Company shall bear its own legal costs and those of the transferee being either the District Council or its Nominee incurred in connection with the negotiation and completion of such transfer PROVIDED THAT such terms shall include:

- 2.14.3 the transfer will be for £1 (one pound) consideration;
- 2.14.4 the transfer shall not include any terms which would restrict public access to the Commercial Managed Land (or part thereof) save for the purposes of maintenance works or in the case of emergency;
- 2.14.5 not include any terms which would directly or indirectly affect the construction maintenance servicing or occupation of the part of the Land that is retained by the Owners;
- 2.14.6 include for the benefit of the Commercial Managed Land (or part thereof) the grant of any rights of access and services which are reasonably required for the use, management and maintenance of the Commercial Managed Land (or part thereof) over any adjoining land for its intended purpose as set out in this Schedule;
- 2.14.7 the reservation of any rights of access and laying maintaining and passage of services and rights of entry and rights of support over the Commercial Managed Land which are reasonably required for the construction, use, management and maintenance of the Development;
- 2.14.8 such covenants and rights as may be reasonably required for the construction use and maintenance of the Development and the preservation of its appearance;

- 2.14.9 a covenant to the transferor that the Commercial Managed Land shall only be used as Green Infrastructure or SuDs; and
- 2.14.10 the transfer shall ensure that the benefit of the estate charge relating to the Commercial Managed Land (or part thereof) is assigned to the District Council or its Nominee.

### **3 RETAIL AND LEISURE MANAGED LAND**

- 3.1 Prior to Commencement the Owners will notify the District Council in writing whether they intend to transfer any or all of the Retail and Leisure Managed Land on the issue of the Final Certificates for those respective areas to a Retail and Leisure Management Company. Such notification to include details of which areas of Retail and Leisure Managed Land (including indicative plans) it intends will be transferred to a Retail and Leisure Management Company.
- 3.2 Where any Retail and Leisure Managed Land is to be managed and maintained by the Retail and Leisure Management Company in accordance with the terms of this Schedule the Owners will comply with the following provisions:
  - 3.2.1 prior to the first Occupation of any building on the Retail and Leisure Development submit for approval to the District Council and gain approval from the District Council to the Retail and Leisure Management Company Structure Scheme;
  - 3.2.2 on the date of the issue of the first Final Certificate in relation to the Retail and Leisure Managed Land and the following nine anniversaries of such date to pay to the District Council the annual Retail and Leisure Management Company Monitoring Payment in respect of any Retail and Leisure Managed Land in accordance with this Schedule; and
  - 3.2.3 upon approval of the Retail and Leisure Management Company Structure Scheme the Owners will establish the Retail and Leisure Management Company in accordance with the approved Retail and Leisure Management Company Structure Scheme and such Retail and Leisure Management Company shall be established prior to the date of issue of the first Certificate of Practical Completion in respect of any Retail and Leisure Managed Land.
- 3.3 For the period from the establishment of the Retail and Leisure Management Company to the Occupation of the final building on the Retail and Leisure Development to be Occupied the Owners of the Retail and Leisure Managed Land shall:
  - 3.3.1 prior to the start of each calendar year (or such other annual date as may be agreed in writing by the District Council):
    - (a) provide to the District Council the Retail and Leisure Management Company's budget for the following 12 months showing anticipated income from estate charges and anticipated expenditure, together with evidence satisfactory to the District Council of such anticipated income and anticipated expenditure;
    - (b) submit for approval to the District Council and gain approval from the District Council of the contribution (if any) to be paid to the Retail and Leisure Management Company and the date or dates for payment to cover any shortfall between the anticipated income and the anticipated expenditure;
  - 3.3.2 following approval of the contribution (if any) pursuant to paragraph 3.3.1(b) above to pay the contribution (if any) to the Retail and Leisure Management Company within 15 Working Days of the agreed date or dates for payment;



- 3.3.3 provide to the District Council the Retail and Leisure Management Company's quarterly management accounts within 15 Working Days of the end of each quarter.
- 3.4 The Owners of the Retail and Leisure Managed Land and the Developer (for such time as the Developer retains control of the Retail and Leisure Management Company) shall procure that the Retail and Leisure Management Company uses its reasonable endeavours to enforce the obligation of an owner of a building within the Retail and Leisure Development to pay estate charge to the Retail and Leisure Management Company.
- 3.5 Subject to paragraph 3.7 of this Part of this Schedule in the event that the Retail and Leisure Management Company fails to maintain any of the Retail and Leisure Managed Land in accordance with the Green Infrastructure Specifications, the SuDS Specifications and the approved Retail and Leisure Management Plan the District Council or its Nominee may either:
- 3.5.1 temporarily assume control of the Retail and Leisure Management Company;  
or
- 3.5.2 enter on to the relevant area of Retail and Leisure Managed Land together with relevant personnel and equipment,
- to ensure the performance of such obligations and/or carry out any works it considers reasonably necessary to maintain or make good any defect or damage or reinstate the relevant area of Retail and Leisure Managed Land and shall be entitled to full reimbursement by the Retail and Leisure Management Company of all costs and expenses incurred in performing the said obligations.
- 3.6 Subject to paragraph 3.7 of this Part of this Schedule in the event that the Retail and Leisure Management Company goes into liquidation or otherwise ceases to exist and a replacement Retail and Leisure Management Company is not immediately put in place the District Council or its Nominee may enter on to the relevant area of Retail and Leisure Managed Land together with relevant personnel and equipment to ensure the performance of the obligations contained in the covenants in this Part of this Schedule and/or carry out any works it considers reasonably necessary to maintain or make good any defect or damage or reinstate the relevant area of Retail and Leisure Managed Land and shall be entitled to seek full reimbursement by the Retail and Leisure Management Company of all costs and expenses incurred in performing the said obligations.
- 3.7 The District Council or its Nominee shall not be entitled to take action under paragraphs 3.5 or 3.6 above nor recover reimbursement unless the District Council or its Nominee before taking action to enforce any of the terms of this Schedule shall have given written notice to the Retail and Leisure Management Company stating the nature of the breach, the steps required to remedy the breach, and a reasonable time period for remedying the breach and the Retail and Leisure Management Company fails to remedy the breach in accordance with the steps and time period in the written notice.
- 3.8 The Owners of the Retail and Leisure Managed Land and the Developer covenant that the Developer will not relinquish control of the Retail and Leisure Management Company until such time as:
- 3.8.1 the Occupation of the final building on the Retail and Leisure Development to be Occupied; and
- 3.8.2 the completion of the transfer(s) of the Retail and Leisure Managed Land to the Retail and Leisure Management Company

PROVIDED THAT this does not prevent the District Council from exercising its rights pursuant to paragraphs 3.5 and 3.6 above.

- 3.9 Not to Occupy or cause or permit to be Occupied any building on the Retail and Leisure Development or to sell or cause or permit any building on the Retail and Leisure Development to be sold other than by way of a transfer or long lease

3.9.1 that includes (or has supplemental to it) a covenant from the transferee or lessee of the building on the Retail and Leisure Development to contribute a fair and reasonable proportion by way of estate charge towards the costs of maintaining and managing the Retail and Leisure Managed Land in accordance with the Retail and Leisure Management Plan; and

3.9.2 without procuring a covenant by the Retail and Leisure Management Company covering maintenance and management of the Retail and Leisure Managed Land through the Retail and Leisure Management Company in accordance with the Retail and Leisure Management Plan and to use any estate charge received from the transferee or lessee of a building on the Retail and Leisure Development for such management and maintenance.

but, the Owners are not prevented from granting occupational rack rent leases which do not contain these provisions.

- 3.10 Prior to the Certificate of Practical Completion being issued in relation to each part of the Retail and Leisure Managed Land to submit the Retail and Leisure Management Plan for that part of the Retail and Leisure Managed Land to which the Certificate of Practical Completion will relate for approval to the District Council PROVIDED THAT any of the approved management schemes referred to above may be amended at any time throughout the lifetime of the Development by the Owners of the Retail and Leisure Managed Land submitting a revised scheme to the District Council for approval.

- 3.11 To manage and maintain the Retail and Leisure Managed Land pursuant to the approved relevant Retail and Leisure Management Plan, the Green Infrastructure Specifications and the SuDS Specifications to the reasonable satisfaction of the District Council.

- 3.12 From the date the Retail and Leisure Managed Land is first used for the lifetime of the Development to maintain adequate public liability insurance for the Retail and Leisure Managed Land.

- 3.13 Nothing in this Schedule shall prevent the Owners transferring to a Retail and Leisure Management Company or appointing a Retail and Leisure Management Company to maintain and manage the Retail and Leisure Managed Land and at a point in the future the Owners or Retail and Leisure Management Company offering to transfer the Retail and Leisure Managed Land to the District Council or its Nominee PROVIDED ALWAYS THAT the District Council or its Nominee shall not be obliged to accept any transfer or lease of the Retail and Leisure Managed Land.

- 3.14 Subject to:

3.14.1 the District Council having first exercised its rights under paragraphs 3.5 and 3.6 above; and

3.14.2 the Developer having relinquished control of the Retail and Leisure Management Company in accordance with paragraph 3.8 above,

if the District Council demands in writing that the Retail and Leisure Management Company transfer the Retail and Leisure Managed Land (or part thereof) to the District Council or its Nominee the Retail and Leisure Management Company shall ensure such transfer is completed within 3 months of the date of receipt or deemed receipt of the District Council's written demand and shall agree the terms of the transfer with the District Council and the Retail and Leisure Management Company shall bear its own legal costs and those of the transferee being either the District Council or its Nominee incurred in

connection with the negotiation and completion of such transfer PROVIDED THAT such terms shall include:

- 3.14.3 the transfer will be for £1 (one pound) consideration;
- 3.14.4 the transfer shall not include any terms which would restrict public access to the Retail and Leisure Managed Land (or part thereof) save for the purposes of maintenance works or in the case of emergency;
- 3.14.5 not include any terms which would directly or indirectly affect the construction maintenance servicing or occupation of the part of the Land that is retained by the Owners;
- 3.14.6 include for the benefit of the Retail and Leisure Managed Land (or part thereof) the grant of any rights of access and services which are reasonably required for the use, management and maintenance of the Retail and Leisure Managed Land (or part thereof) over any adjoining land for its intended purpose as set out in this Schedule;
- 3.14.7 the reservation of any rights of access and laying maintaining and passage of services and rights of entry and rights of support over the Retail and Leisure Managed Land which are reasonably required for the construction, use, management and maintenance of the Development;
- 3.14.8 such covenants and rights as may be reasonably required for the construction use and maintenance of the Development and the preservation of its appearance;
- 3.14.9 a covenant to the transferor that the Retail and Leisure Managed Land shall only be used as Green Infrastructure or SuDs;
- 3.14.10 the transfer shall ensure that the benefit of the estate charge relating to the Retail and Leisure Managed Land (or part thereof) is assigned to the District Council or its Nominee.

**APPENDIX 2**  
**SECTION 106 PLAN 20 (ESTATE MANAGEMENT AREAS)**





# Plan 20 - Estate Management Areas

-  Residential Managed Land
-  Commercial Managed Land
-  Retail & Leisure Managed Land
-  Development Boundary

0 100 200 300 400 500

Land North of Horsham



Project Land North of Horsham, Horsham, West Sussex		Drawing Plan 20 - Estate Management Areas	
Scale 1:5000 @ A1	Drawn By BJC		
Date January 2018	Drawing No. 2153A - 512B		

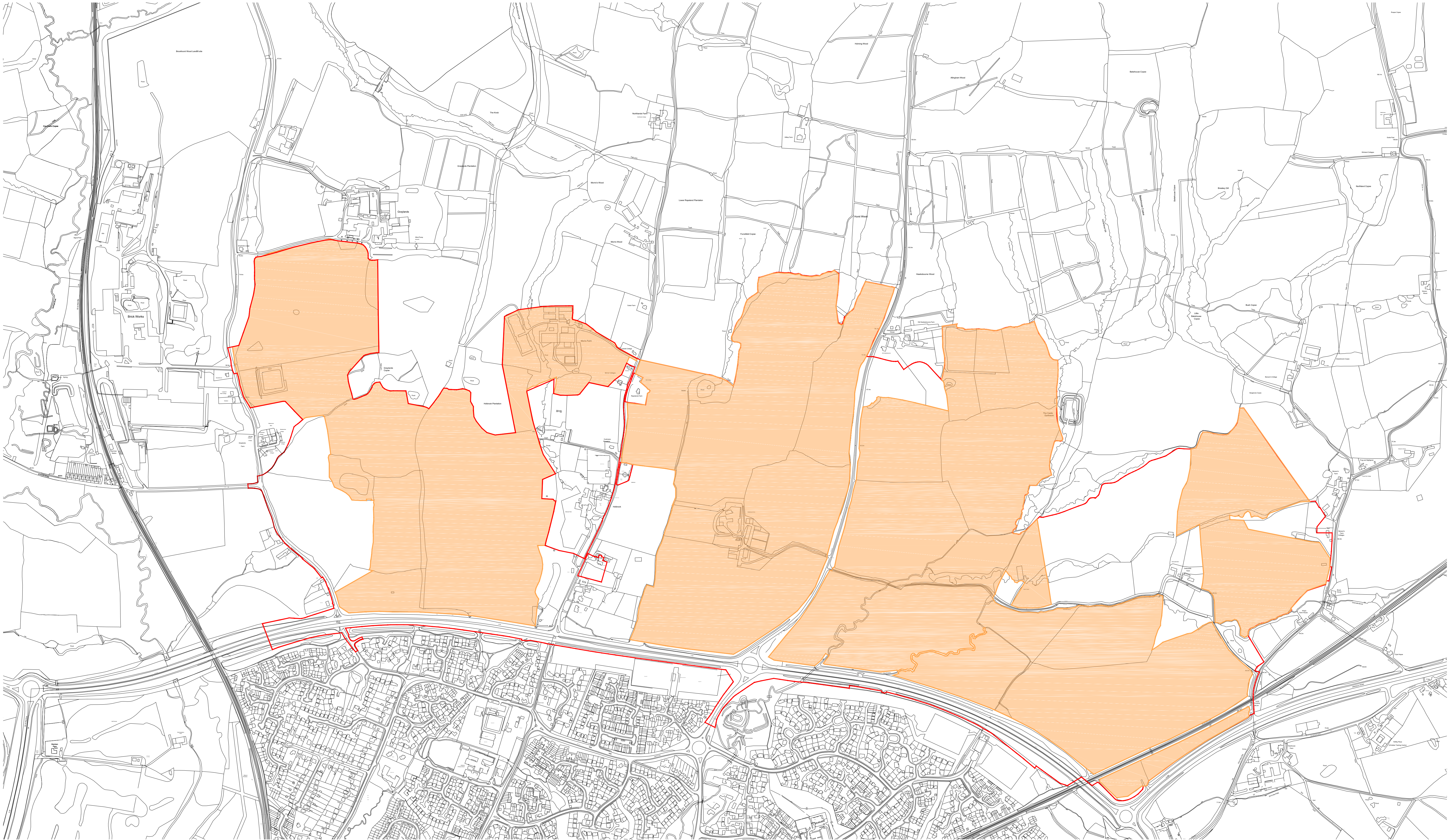


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**APPENDIX 3**  
**SECTION 106 PLAN 2 (LIBERTY LAND)**





Plan 2 - Liberty Land



Land North of Horsham

- Development Boundary
- Liberty land



Project Land North of Horsham, Horsham, West Sussex		Drawing Plan 2 - Liberty Land	
Scale 1:5000 @ A1	Drawn By BJC		
Date November 2017	Drawing No. 2153A - 116H		

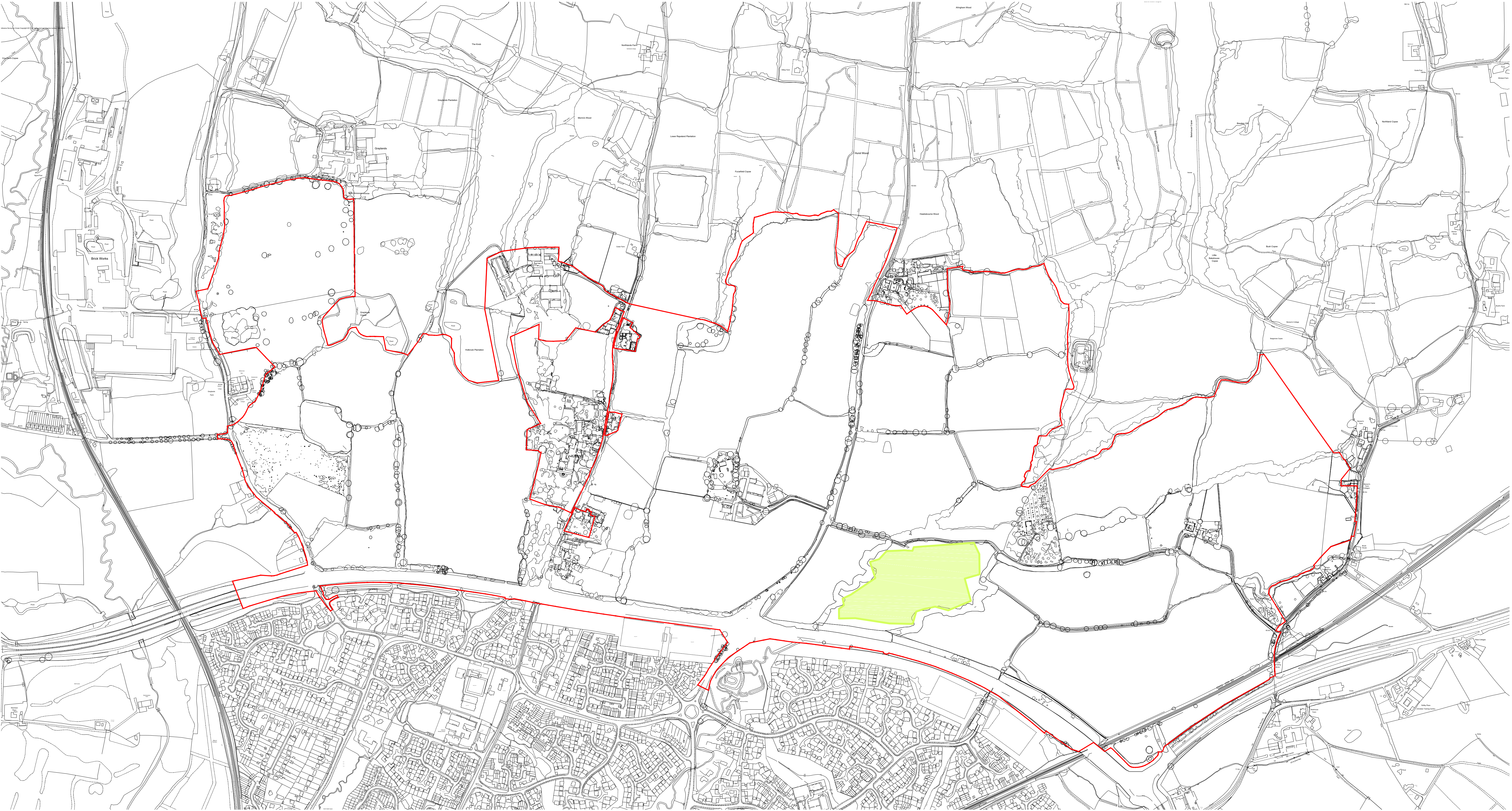


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**APPENDIX 4**  
**SECTION 106 PLAN 19 (SPORTS HUB)**





# Plan 19 - Sports Hub

Key:

- Planning Application Red Line
- Sports Hub



Project		Land North of Horsham, West Sussex	
Drawing		Plan 19 - Sports Hub	
Scale	1:5000 @ A1	Drawn By	BJC
Date	January 2018	Drawing No.	2153A - 511A





**APPENDIX 5**  
**SECTION 106 PLAN 15 (LOCAL CENTRE)**





# Plan 15 - Local Centre

Key:

— Planning Application Red Line



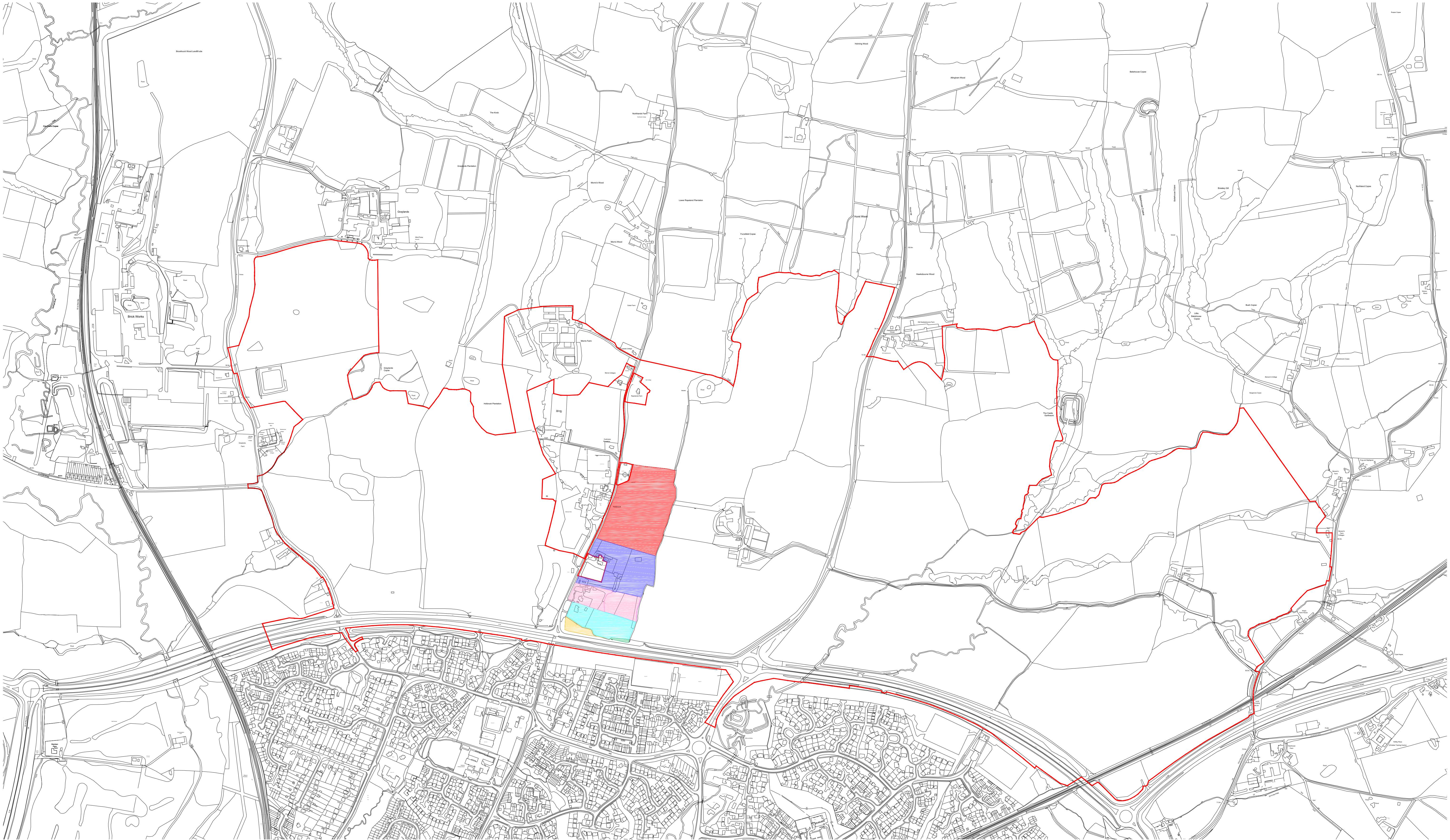
Project Land North of Horsham, West Sussex		Drawing Plan 15 - Local Centre	
Scale 1:5000 @ A1	Drawn By BJC		
Date November 2017	Drawing No. 2153A - 504C		





**APPENDIX 6**  
**SECTION 106 PLANS 6, 7 AND 8 (THIRD PARTY LAND)**





# Plan 6 - Third Party Land - Phase 1

Development Boundary



Project Land North of Horsham, Horsham, West Sussex		Drawing Plan 6 - Third Party Land - Phase 1	
Scale 1:5000 @ A1	Drawn By BJC		
Date November 2017	Drawing No. 2153A - 112E		

0 100 200 300 400 500

Land North of Horsham



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t: 01227 456699 www: bdb-design.co.uk





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**T** LIBERTY  
PROPERTY  
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**LIBERTY**  
**PROPERTY**  
**TRUST**

Project  Land North of Horsham, Horsham, West Sussex	Drawing <b>Plan 8 - Third Party Land - Phase 3</b>	
	Scale <b>1:5000 @ A1</b>	Drawn By <b>BJC</b>
	Date <b>November 2017</b>	Drawing No. <b>2153A - 114F</b>

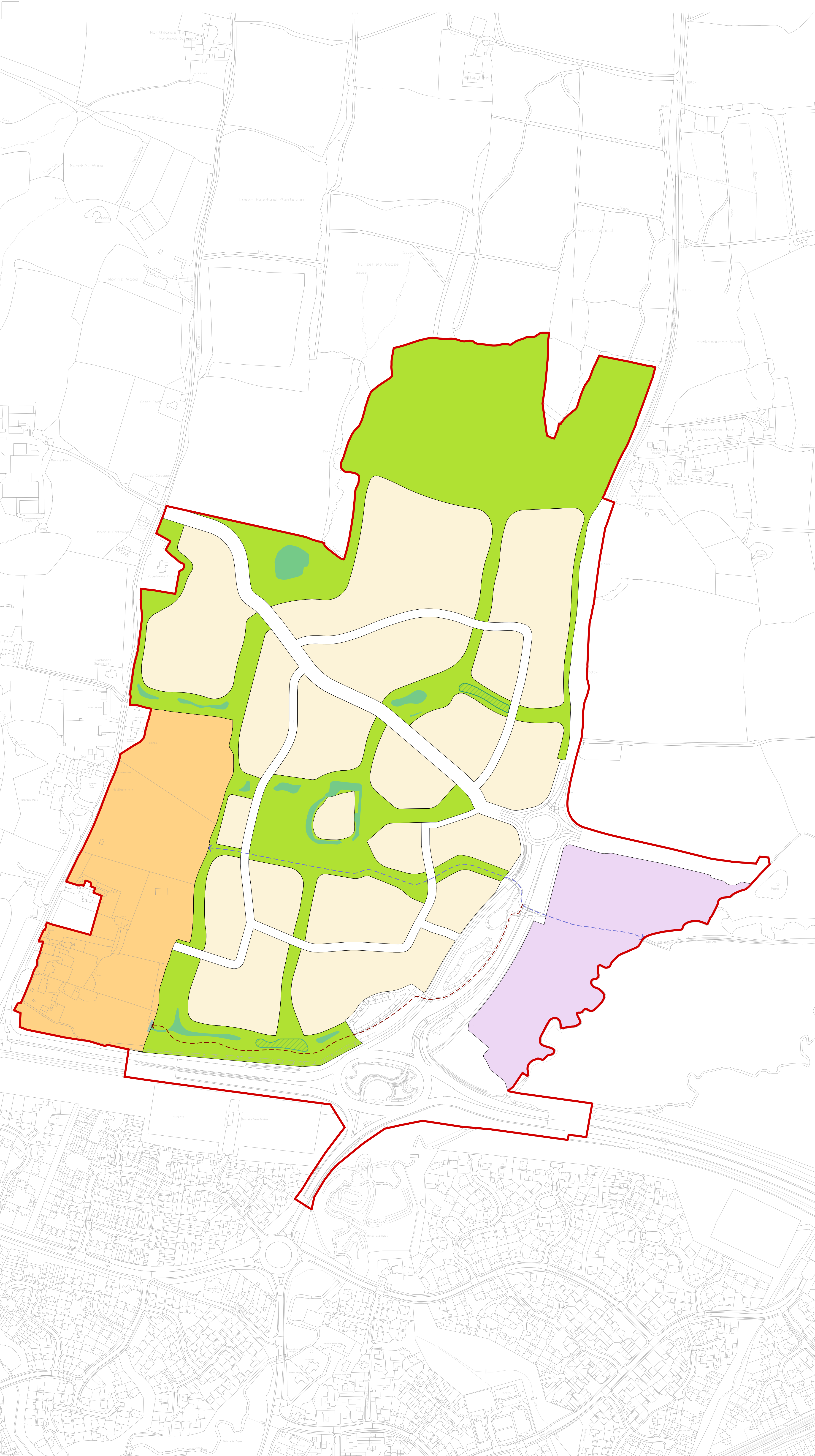


A horizontal number line is shown with tick marks at 100, 200, 300, 400, and 500. The segment between 100 and 200 is shaded gray.



**APPENDIX 7**  
**PHASE 1 ILLUSTRATIVE PLAN**





Notes:  
Do not scale from this drawing.  
All contractors must visit the site and be responsible for taking and checking Dimensions.  
All construction information should be taken from figured dimensions only.  
Any discrepancies between drawings, specifications and site conditions must be brought to the attention of the supervising officer.  
This drawing and the works depicted are the copyright of JTP.

This drawing is for planning purposes only. It is not intended to be used for construction purposes. Whilst all reasonable efforts are used to ensure drawings are accurate, JTP accept no responsibility or liability for any reliance placed on, or use made of, this plan by anyone for purposes other than those stated above.


KEY	
	Phase 1 Outline Planning Application Boundary
	Development Parcels
	Third Party Land
	Retail and Leisure Managed Land
	Strategic Green Space
	Land expected to be adopted
	Bridleway
	Public Right of Way (PROW)
Water Management:	
	Ponds with permanent water
	Dry attenuation basin

P1	19.02.20	First Issue	LB	AH
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Rev	Date	Description	Drawn	Chkd
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Drawing Status  
**PLANNING**

Client  
**Legal & General**



JTP Studios  
Unit 5, The Rum Warehouse  
Pennington Street  
London, E1W 2AP  
+44 (0)20 7017 1780  
www.jtp.co.uk

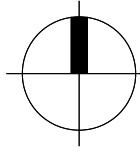
Project  
**Land North of Horsham**

Drawing Title  
**Phase 1 Indicative Estate Management Plan**

Scale @ A1 1:2500Job Ref. 01666

Drawing No. 01666\_S\_18Revision P1

Scale Bar020406080100m





# **Annex 6**



# North Horsham Parish Council

Roffey Millennium Hall,  
Crawley Road, Horsham,  
West Sussex, RH12 4DT

Tel: 01403 750786 (Office & Hall  
Bookings) Roffey Millennium Hall, North  
Heath Hall, Holbrook Tythe Barn

Website: [www.northhorsham-pc.gov.uk](http://www.northhorsham-pc.gov.uk)

Email: [parish.clerk@northhorsham-pc.gov.uk](mailto:parish.clerk@northhorsham-pc.gov.uk)

Mr Jason Hawkes  
Principle Planner  
Horsham District Council  
Parkside  
Chart Way  
Horsham  
West Sussex  
RH12 1RL

5<sup>th</sup> August 2020

Dear Mr Hawkes,

Please find below North Horsham Parish Council's response to the Estate Management Framework for the land north of Horsham.

1. North Horsham Parish Council would support Legal & General's overall objective "to establish a management structure for the site north of Horsham which is sustainable in perpetuity and gives the community a sense of pride and ownership whilst ensuring the structure is legally robust". I am not sure what "and enshrined in purchaser's legal documentation." means. Does this need to be included?
2. The Parish Council would also support that "future management of all assets are considered at an early stage, to ensure comprehensive management site-wide that will sustain itself in the long term for the new community". This is especially pertinent as in line with a condition of the Section 106 agreement, new allotments will be managed by the Parish Council.
3. It is noted that "It is possible that one Management Company with separate entities for each of the Managed Land requirement (Residential, Commercial and Retail and Leisure) will manage the Site." The Parish Council has indicated that it has an interest in working with L&G and Horsham District Council to explore if there is any potential to take responsibility for specific sites, especially those where the Parish Council already holds expertise, for example, community halls, play areas and open space.
4. This opens up a wider debate, as whilst the north of Horsham Development site sits within North Horsham parish at the present time, it is possible that a separate Parish Council could be considered necessary in the future.

5. Whilst the list of areas excluded from the Residential Managed Land is comprehensive and contains areas that would be expected ie : highway land (roads, footpaths and cycle routes), adopted Public Rights of Way and Bridleway, care should be taken to ensure that those responsible for areas such as “common areas with no public access ie parking courts associated with individual dwellings” are aware of their responsibility and the consequences should they not comply, as these areas are prone to being neglected. How would this be policed?
6. The Parish Council would like to see joint working when considering the development of the sports hub, to ensure that the facilities complement those already available in North Horsham and offer sports clubs in the parish the opportunities they require to provide inclusive sport in the locality. Similarly with the management of the community facilities.
7. The Parish Council has already identified that it would welcome consideration being given to a park and ride facility on the land safeguarded for a Railway Station and Car Park, to reduce traffic congestion on arterial roads into Horsham and especially to the railway stations.
8. Retail land should be managed sympathetically and in keeping with a retail area in a residential area.
9. Providing a community hub where a sense of identity can be established is very important. This could have multi agency presence to offer facilities and services to the development. It could be that once the development is populated, individual groups could become involved in managing specific areas such as play areas or allotments through grassroots community groups.

Thank you for giving your consideration to the Parish Council's comments. We look forward to continuing to work with you as the development progresses.

Yours sincerely

Pauline Whitehead BA(Hons) FSLCC  
Clerk to the Council