

DATED 14th January 2011

BRIGHTON & HOVE CITY COUNCIL

and

EAST SUSSEX COUNTY COUNCIL

A G R E E M E N T

**under (inter alia) Section 106 of the
Town and Country Planning Act 1990**

**relating to
land at Woollards Field
Lewes Road Falmer**

**Brighton & Hove City Council
King's House
Grand Avenue
HOVE
BN3 2SR**

THIS AGREEMENT is made the ¹⁴ day of January Two thousand and eleven

BETWEEN:

- (1) **BRIGHTON & HOVE CITY COUNCIL** of King's House Grand Avenue Hove BN3 2SR (hereinafter called "the Council") of the first part
- (2) **EAST SUSSEX COUNTY COUNCIL** of County Hall, St Anne's Crescent Lewes East Sussex BN7 1SW (hereinafter called "the Owner") of the second part

RECITALS

W H E R E A S :

- (1) The Owner is the registered proprietor of the freehold interest of the Property (as hereinafter defined) that is registered at the Land Registry under title number ESX318366 free from encumbrances which would inhibit the making or implementation of this obligation
- (2) By the Application (as hereinafter defined) the Owner has applied for planning permission to develop the Property by the Proposed Development (as hereinafter defined)
- (3) For the area within which the Property is situated the Council is for the purposes of Section 106 of the Town and Country Planning Act 1990 ("the 1990 Act") Section 111 of the Local Government Act 1972 ("the 1972 Act") and the Highways Act 1980 ("1980 Act") respectively a local planning authority a local authority and the highway authority
- (4) The parties hereto have agreed to enter into this Agreement pursuant to Section 106 of the 1990 Act Section 111 of the 1972 Act and the 1980 Act and all other powers them enabling for the purposes specified in Clause 2.1
- (5) The Council consider it will be necessary in the interest of the good planning of the area and to secure an acceptable form of the development that there should be contributions towards public open space and sustainable transport in the vicinity of the Proposed Development and that landscaping and employment opportunities should be secured

IT IS HEREBY AGREED as follows:

I. INTERPRETATION

I.1. In this Agreement unless the context otherwise requires:

“Application”

means the application for planning permission received by the Council on the 15th October 2010 and allocated reference number BH2010/03259 for development comprising construction of a 1-3 storey archive centre comprising lecture and educational facilities, reading room, conservation laboratories, archivist study areas, offices, cleaning and repair facilities for archives, repository block and refreshment area. Associated energy centre, car, coach and cycle parking, waste and recycling storage, landscaping including public open space and access

“Commencement of Development” and “Commence Development”

shall refer to the Proposed Development and shall have the same meaning as ascribed to a "material operation" by Section 56(4) of the 1990 Act other than (for the purposes of this Agreement and for no other purpose) operations consisting of site clearance demolition work archaeological investigations investigations for the purpose of assessing ground conditions remedial work in respect of any contamination or other adverse ground conditions diversion and laying of services erection of any temporary means of enclosure and the temporary display of site notices or advertisements

“Director”

means the Strategic Director Place for the time being of the Council and shall include any duly authorised agents and representatives or successor

“the Eastbound Bus Stop” and “the Westbound Bus Stop”

means the eastbound and westbound bus stops on the A270 (as appropriate) which are located as shown on SEEDA drawing 00262859/520001 Rev 1 annexed hereto

“Highways Agreement”	means one or more agreements between the Owner the Highways Agency and the Council (in its capacity as highways authority) for the provision by the Owner of the Highway Works under Section 38 Section 25 (Public Path Agreement) and/ or Section 278 of the Highways Act 1980
“Highway Drawings”	means the drawing(s) numbered PL06 Rev E, 3370/103 Rev C annexed hereto
“Local Labour Scheme Co-Coordinator	means the Local Labour Scheme Co-ordinator for the time being of the Council and shall include any successor of his/ hers
“Occupy” “Occupation” or “Occupied”	means occupation of the Proposed Development other than occupation for the purpose of fitting out or site security
“Open Space Land”	means the land shown for identification purposes hatched black on the Plan PL06 Rev F annexed hereto
“Open Space Works”	means works to be carried out as detailed in and in accordance with the Open Space Works Specification
“Open Space Works Specification”	a specification for the carrying out of work to the Open Space Land and the five year maintenance specification to be agreed in writing between the Owner and the Council prior to Commencement of Development and which shall include the removal of any existing buildings and planting of native trees and shrubs
“Open Space Contribution”	means the sum of £13,781 (Thirteen Thousand Seven Hundred and Eighty One Pounds) which sum shall be adjusted in line with the movement in the published Retail Prices Index - X (All Items) from the month in which the date of this Agreement falls to the month in which the date of payment falls
“Part I Highway Works”	means the highway works as set out in paragraphs 4 5 and 6 of Schedule 6 hereto

0m 50m 100m



ATKINS

- KEY:
- PROPOSED DEVELOPMENT SITE BOUNDARY
 - ADJACENT LAND IN COUNTY COUNCIL OWNERSHIP
 - COMBINED CYCLEWAY & FOOTPATH
 - COMBINED CYCLEWAY & ROADWAY
 - DEDICATED PEDESTRIANS ONLY FOOTPATH
 - WESTBOUND BUS STOP
 - FOOTPATH LINK STEPS & RAMP FROM BUS STOP TO MAIN ENTRANCE PROMENADE

5060820 / A / P / PL06 / E

NOTE:
NEW WOODLAND AREAS A + B EQUAL
AREA OF EXISTING WOODLAND BEING
HALVED ADJACENT TO HIGHWAYS
AGENCY BALANCING POND.

WESTBOUND BUS STOP

FOOTPATH LINK STEPS & RAMP FROM
BUS STOP TO MAIN ENTRANCE
PROMENADE

NEW WOODLAND AREA A.

PART M COMPLIANT RAMP &
PATHWAY UP EMBANKMENT TO JOIN
WITH FOOTPATH EXTENDED FROM NEW
BUS STOP - ENABLES DISTANCE OF 160
METRES FROM THE KEEP MAIN
ENTRANCE TO BUS STOP.

COVERED CYCLE ENCLOSURE
12m LONG X 2.5m WIDE

DISABLED CAR PARKING.

NEW 2.0 METRE WIDE
PEDESTRIAN FOOTPATH.

NEW 6.0 METRE WIDE ROAD.

HIGHWAYS AGENCY
BALANCING POND.

REFER TO ARCHITECTS
DRWG. NO. PL38 FOR ENLARGEMENT

TREES TO BE REMOVED.

ENERGY CENTRE

PAY & DISPLAY MACHINES

STAFF & PUBLIC CAR PARK - 59 CAR PARKING SPACES (INCL 3 AT 9)
- 10 DISABLED CAR PARKING SPACES
- 20 COVERED CYCLE SPACES.
- 2 COVERED MOTOR CYCLE SPACES

MEDIA WALL PROJECTOR (SUBJECT TO FUNDING)

NIGHT TIME LOCKABLE GATES.

DISABLED CAR PARKING.

COACH AND MINI BUS PARKING BAY.

THE KEEP LOADING BAY.

OVERFLOW SECOND COACH AND MINI BUS PARKING BAY.

EXTERNAL RECYCLING
STORE.

2 No NEW EDF HV CABLES LOCATED
250mm OFF EXISTING FW DRAIN
ROUTE OR ON EDGE OF EXISTING
TREE ROOT BALLS.

BRIGHTON TO LEWES RAILWAY

COMBINED 3 METRE WIDE PEDESTRIAN
FOOTPATH AND CYCLEWAY.

BOUNDARY SET 15
METRES FROM FACE
OF THE KEEP.

HIGHWAYS AGENCY
EASEMENT LINE.

NEW WOODLAND AREA B.

PUBLIC OPEN SPACE.

A270 LEWES ROAD

LEWES ROAD

RCOMBE ROAD

ASHURST ROAD

RINGER DRIVE

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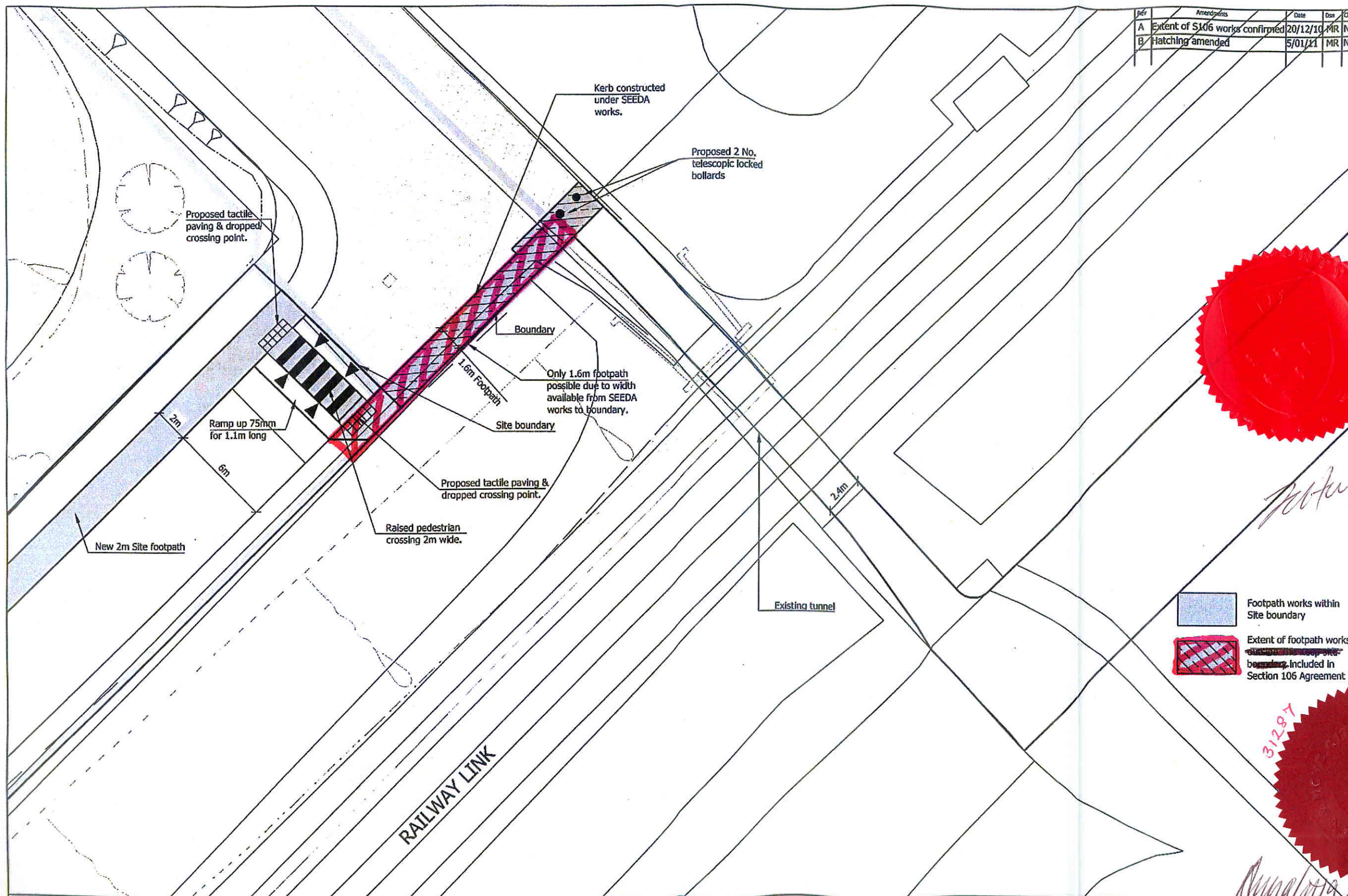
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Rev	Amendments	Date	By	CHK
A	Extent of S106 works confirmed	20/12/10	MR	NS
B	Hatching amended	5/01/11	MR	NS



Signature



Signature

gta **civils ltd**
CONSULTING ENGINEERS
gloucester house, 66a church walk,
burgess Hill, west sussex, rh15 9as
tel: 01444 871444 fax: 01444 871401 web: www.gtacivils.co.uk

Client
KIER GROUP

Architect
ATKINS

Project
THE KEEP BRIGHTON

Title
PROPOSED CYCLEWAY/FOOTWAY LINK FROM FALMER STATION TO THE KEEP

Status
REPORT

Date
JUNE 2010

Drawing Number
3370/103

Scale @ A3
1/200

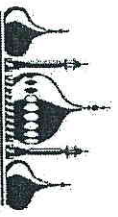
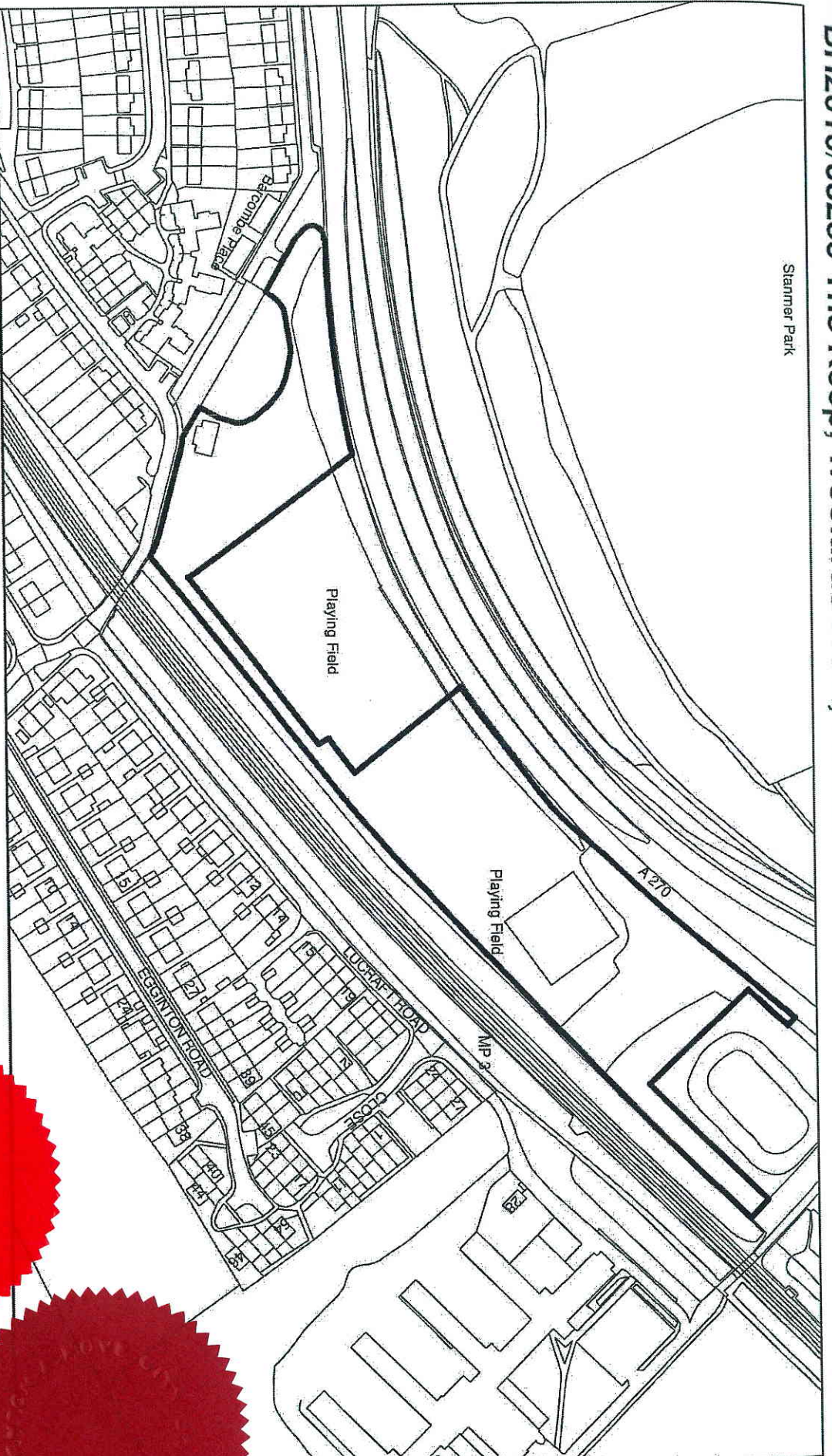
Rev.
Rev C

"Part 2 Highway Works"	Means the highway works as set out in paragraphs 7 8 9 10 and 11 of Schedule 6 hereto
"Plan"	means the location plan annexed hereto
"Planning Permission"	means the planning permission to be granted by the Council or the Secretary of State pursuant to the Application
"Property"	means the land at Woollards Field Lewes Road Falmer as shown for the purposes of identification only edged in bold black on the Plan attached hereto
"Proposed Development"	means such development as may be granted Planning Permission pursuant to the Application
"Service Installations"	(Without prejudice to the generality of this expression) includes sewers drains culverts channels outlets mains wire cables ducts flues soakaways and other conducting media for the supply of Services substations regulator valves and all other infrastructure whatsoever for Services
"Services"	(without prejudice to the generality of this expression) includes electricity telephone gas water foul drainage surface water drainage cable television and other Cable Services
Sustainable Transport Contribution	means a sum of up to £28,000 (Twenty Eight Thousand) as set out in Schedule 6

- 1.2 Unless the context requires otherwise references in this Agreement to a clause schedule or paragraph are references respectively to a clause schedule or paragraph of this Agreement
- 1.3 Where any party to this Agreement comprises two or more persons any obligations on the part of that party contained or implied in this Agreement shall be deemed to be joint and several obligations on the part of those persons and references to that party shall include references to each or any of those persons

BH2010/03259 The Keep, Woolards Field, Falmer

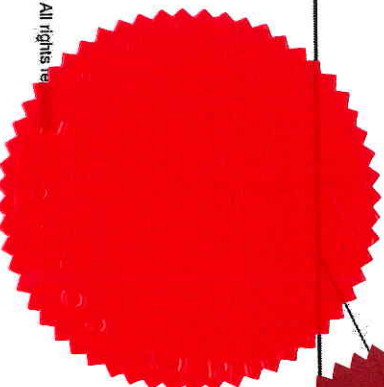
Stanner Park



**Brighton & Hove
City Council**

Scale: 1 / 2000

Map



- 1.4 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner
- 1.5 A reference to any statute or statutory section shall be taken to include a reference to any statutory amendment modification or re-enactment of it for the time being in force
- 1.6 The headings to this Agreement do not and will not by implication form any part of this Agreement and shall have no legal force whatsoever
- 1.7 The expressions "the Council" "the Owner" and "the Highways Agency" shall include successors in title and any statutory successor authority of and shall include (if appropriate) two or more owners of the legal estate

2 PRELIMINARY

2.1 Legal Powers

THIS Agreement is made pursuant to Section 106 of the 1990 Act Section 111 of the 1972 Act and the 1980 Act and all other powers enabling for the purpose of restricting the development and use of the Property and requiring a sum/sums to be paid to the Council

2.2 Enforceability

The various covenants restrictions requirements stipulations and other obligations on the part of the Owner contained in this Agreement are entered into under the provisions and powers referred to in subclause 2.1 and are planning obligations for the purposes of Section 106 of the 1990 Act whether expressed to be planning obligations or not and are enforceable by the Council against the Owner and any person deriving title from the Owner provided that no person shall be liable for breach of a covenant contained in this Agreement after he shall have parted with all interest in the Property or the part in respect of which breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest

2.3 Expiry

If the permission granted pursuant to the Application shall expire or shall have been revoked before the Proposed Development has Commenced this Agreement shall forthwith determine and cease to have effect

2.4 Commencement

The obligations contained in this Agreement save for those contained in Clauses 1 and 2 (which shall take effect on the execution hereof) shall take effect only on the grant of the Planning Permission

2.5 Registration

This Agreement is a local land charge and shall be registered as such

2.6 Fettering of discretion

Nothing in this Agreement shall fetter or restrict the discretion of the Council in the exercise of its powers under any statutory enactment or other enabling power for the time being in force

2.7 Service of Notices

Any notice or other written communication to be served by one party upon any other pursuant to the terms of this Agreement shall be deemed to have been validly served if delivered by hand or sent by prepaid registered or recorded delivery post to the party to be delivered at its address herein specified or such other address as may from time to time be notified for the purpose by notice in writing

2.8 Requirements to be Reasonable

Subject to Clause 2.6:-

2.8.1 where any agreement certificate consent permission expression of satisfaction or other approval is to be given by any party or any person on behalf of any party hereto under this Agreement the same shall not be unreasonably withheld or delayed and

2.8.2 where any requirements or decisions are to be made by the Director under the terms of this Agreement they shall be made or imposed upon reasonable grounds

2.9 Payment of Sums Due

(a) All sums payable under this Agreement shall (unless otherwise stated in this Agreement) become due fourteen days after the date of the relevant notice and/or request ("the Due Date") and shall henceforth be debts due to the Council recoverable by action as a simple contract debt and may be deducted from any monies due to the Owner from the Council under any contract agreement or arrangement whatsoever

- (b) If any such sums are not paid by the Due Date then the Owner shall thereafter be liable to pay to the Council interest on the same calculated on a daily basis at a daily rate of 1/365th of the annual rate of interest of 4% per annum greater than the Co-operative Bank PLC base rate in force from time to time from the Due Date to the date of payment thereof

2.10. **Agreement Costs**

The Owner shall pay the Council's reasonable costs for the preparation and completion of this Agreement

3 **AGREEMENT AND DECLARATION**

The provisions of this Agreement are not intended to be enforceable by any third party (which for the avoidance of doubt shall exclude any statutory successor authority to the Council and successors in title to the Owner) pursuant to the Contracts (Rights of Third Parties) Act 1999

4 **COVENANTS**

The Owner hereby covenants with the Council as specified in Schedules 1 2 3 4 5 and 6 and the Council hereby covenants with the Owner as specified in Schedule 7.

SCHEDULE 1 **(Notice and Contributions)**

- 1. The Owner covenants to give the Council:
 - (a) at least 56 days prior written notice of the date of Commencement of Development
 - (b) written notice of Occupation upon immediate effect of this occurring
 - (c) at least 56 days prior written notice of the end of the 5 year maintenance period for the Open Space Land upon which such land is to be transferred to the Council

and such notice(s) to be addressed to the Council's Development Control Manager at Hove Town Hall Norton Road Hove BN3 3BQ

- 2. The Owner covenants to comply with the Obligation contained in Schedule 6 Paragraph 9 for payment of the Sustainable Transport Contribution

SCHEDULE 2
(Construction Environmental Management Plan)

The Owner covenants with the Council:

1. Not to Commence Development which for the purpose of this Clause only shall include any works at the Property including works of ground investigation or site survey work, construction of boundary fencing , archaeological investigation works and works of decontamination, demolition or remediation until it has submitted to the Director for approval in consultation with the Highways Agency a Construction Environmental Management Plan (CEMP) which shall include details of routing of construction vehicles so as to avoid the Air Quality Management Area set out in the Brighton & Hove City Council Air Quality Management Area Order 2008 hours and method of construction, dust and noise monitoring and mitigation, drainage and run-off mitigation, measures to ensure the Highways Agency balancing pond is preserved, oil spillage mitigation, materials to be transported by sea, road/footpath closures, review processes, complaints procedures and COPA s.61 Agreement and such CEMP has been agreed in writing by the Director , the CEMP shall thereafter be implemented SAVE THAT the provisions of the CEMP may at any time be amended subject to the prior written approval of the Director
2. To ensure that the Council, local residents within a 50 metre radius of the Property and Falmer Academy are given a minimum of 72 hours notice before any extension of construction hours above those given in the CEMP

SCHEDULE 3
(Public Open Space)

The Owner covenants with the Council:

1. Not to Commence Development until the Open Space Works Specification including details of layout and planting plans have been agreed in writing by the Council
2. Not to Occupy the Proposed Development until the Open Space Works have been completed to the satisfaction of the Council and further to maintain the Open Space Land to the satisfaction of the Council for a period of 5 years from the date of Occupation prior to transferring the Open Space Land to the Council

3. To transfer the Open Space Land to the Council on the terms set out in Schedule 8 on completion of the 5 years maintenance period referred to in paragraph 2 and to pay the Open Space Contribution to the Council at the time of such transfer for the ongoing maintenance of the Open Space Land

SCHEDULE 4 (Travel Plan)

1. The Owner covenants with the Council not to Occupy the Proposed Development until a detailed travel plan ("the Travel Plan") has been submitted to and approved by the Council in consultation with the Highways Agency
2. The Travel Plan shall include such commitments as are considered appropriate having regard to the publications of the relevant government department advising on workplace Travel Plans and which should include (in relation to travel to and from the Property) as a minimum the following initiatives and commitments to:-
 - (a) implement such cost effective measures as are available prior to Occupation to enable and encourage the use of sustainable modes of transport
 - (b) promote and enable increased use of walking, cycling and public transport as alternatives to the car
 - (c) increase awareness of and improve road safety and personal security
 - (d) dialogue and consultation with adjacent/neighbouring tenants/businesses as to be identified by and agreed with the Council in its capacity as local planning authority and which shall include Brighton and Hove Albion Football Club the Community Stadium Falmer Academy Southern Water and any occupiers of future development on the remainder of Woollards Field and said dialogue shall include discussions with Falmer Academy to endeavour to secure that pedestrian access through the tunnel under the railway is maintained during the opening hours of the Proposed Development
 - (e) identify targets for the levels of use of cars and sustainable modes
 - (f) identify a monitoring framework based on an annual survey, the first of which will be carried out within 6 months of initial Occupation, to enable the travel plan to be reviewed and updated as appropriate, in particular by the identification and implementation of additional measures to address any failure to meet previous targets where appropriate

- (g) identify measures to encourage organised group transport arrangements for parties where feasible.
- 3. The Council will confirm its approval or otherwise in writing to the Owner within six weeks of receipt of the Travel Plan and subsequent annual reviews
- 4. On receipt of written confirmation from the Council stating approval of the Travel Plan and subsequent annual reviews the Owner shall
 - (a) use all reasonable endeavours to implement the commitments set out in the Travel Plan in so far as they can be performed on the Property within such timescale as shall be agreed by the Council; and
 - (b) send to the Council a copy of the final form of the Travel Plan for retention by the Council within one month of receipt of the said written confirmation

SCHEDULE 5

(Employment Strategy)

- 1. The Owner shall submit to the Council for approval a strategy demonstrating how the Owner and any subcontractors will source local labour (the "Employment Strategy") such strategy to be submitted at least 2 months before the intended date of Commencement of Development with the intention that it shall be approved by the Council by such date as is 1 month before the intended date of Commencement of Development.
- 2. The Employment Strategy shall:
 - (a) set out how the Owner will work with the Council and its partners to encourage employment of local construction workers during the construction of the Proposed Development with the target that at least 20% of temporary and permanent job opportunities shall be taken by the Brighton & Hove workforce and for the purposes of calculating the 20% target jobs arising from site clearance and preparation shall be taken into consideration
 - (b) promote education and training opportunities in construction linked to the Proposed Development in conjunction with the Council's Local

Labour Scheme Co-ordinator and local colleges (via open days presentations and general marketing)

- (c) include a list of skills and the number of different construction workers required during the different development phases; and
 - (d) require the Owner to provide monthly figures on the number of employees from the Brighton & Hove workforce to the Local Labour Scheme Co-ordinator to enable him to monitor the impact of the construction of the Proposed Development on the local labour market.
- 3. Prior to submission of the Employment Strategy the Owner shall liaise with the Council's Economic Development team so as to obtain timely information and support from the Council and its partners
 - 4. The Owner shall implement the approved Employment Strategy (or any variation to the Employment Strategy approved by the Council)

SCHEDULE 6

(Highway Works)

The Owner covenants with the Council:

- 1. Not to Commence Development until it has entered into a Highways Agreement to secure the Part I Highway Works on terms acceptable to the Council acting reasonably and which shall include (inter alia) provisions securing a bond in favour of the Council to cover the cost of carrying out of the Part I Highway Works in the event of default by the Owner
- 2. Not to Occupy the Proposed Development until the Part I Highway Works have been completed to the satisfaction of the Council acting reasonably
- 3. Not to Occupy the Proposed Development until it has either:
 - 3.1 paid to the Council such part of the Sustainable Transport Contribution as is required for the works set out in paragraphs 7 8 9 10 and 11 hereof the cost of each respective work being:

- 3.1.1 for the works as set out in paragraph 7 hereof the sum of £5,000 (five thousand pounds);
- 3.1.2 for the works as set out in paragraph 8 hereof the sum of £8,000 (eight thousand pounds);
- 3.1.3 for the works as set out in paragraph 9 hereof the sum of £5,000 (five thousand pounds);
- 3.1.4 for the works as set out in paragraph 10 hereof the sum of £5,000 (five thousand pounds);
- 3.15 for the works as set out in paragraph 11 hereof the sum of £5,000 (five thousand pounds); or
- 3.2.1 entered into a Highways Agreement to secure the Part 2 Highway Works (if required pursuant to paragraph 2 of Schedule 7 hereof) on terms acceptable to the Council acting reasonably and which shall include (inter alia) provisions securing a bond in favour of the Council to cover the cost of carrying out such part of the Part 2 Highway Works as required in the event of default by the Owner; and
- 3.2.2 completed such part of the Part 2 Highway Works as required under the provisions of Paragraph 2 of Schedule 7 to the satisfaction of the Council acting reasonably

PROVIDED THAT if the Council requires payment of any or all of the sums as set out in paragraph 3.1 above then the provisions of paragraphs 3.2.1 and 3.2.2 as concerns those corresponding Part 2 Highway Works shall be null and void and if the Council requires the Owner to comply with any or all of the provisions of paragraphs 3.2.1 and 3.2.2 above then the sums corresponding to the relevant Part 2 Highway Works as set out in paragraph 3.1 shall not be payable and the provisions of those paragraphs shall be null and void

- 4. To provide pedestrian and cycle access, including any necessary signage, across the Property linking the main entrance in north-east corner through to Ashurst Road in south-west corner (as shown on the Highway Drawings to include shared pedestrian /cycle access and shared vehicular/cycle access) and which shall be retained as a public right of way
- 5. To provide a footpath link including a ramp to allow disabled access from Westbound Bus Stop on A270 into the Property (in north-west corner as shown on the Highway Drawings)

6. To provide a footpath between Falmer Tunnel and the pavement next to the balancing pond where the SEEDA footpath currently ends (as shown on the Highway Drawings)
7. To provide raised kerb to allow disabled access at the Eastbound Bus Stop on A270
8. To provide a bus shelter at the Eastbound Bus Stop on A270
9. To provide real-time bus information at the Eastbound Bus Stop on A270
10. To provide real-time bus information at Westbound Bus Stop on A270
11. To provide real-time bus information in the reception area of The Keep building
12. To ensure that the access road to the Proposed Development shown colored yellow on plan PL06 Rev E annexed hereto and footway/cycleway links outlined in paragraphs 4 5 and 6 of this Schedule are maintained to the satisfaction of the Council in its capacity as highways authority to a standard that is as close as is practicable to the equivalent of an adoptable standard
13. To ensure that should any of the Part 2 Highway Works not be capable of being provided by the Owner then the money attributable to it as referred to in paragraph 3 herein shall be paid to the Council prior to ^{Occupation} for provision by the Council of alternative necessary sustainable transport initiatives within the vicinity of the Property

SCHEDULE 7
(Council's covenants)

1. To use the Open Space Contribution received from the Owner under the terms of this Agreement for the purpose of maintaining the Open Space Land once it has been transferred to the Council's ownership
2. To notify the Owner in writing as soon as practicable and no later than the Commencement of Development of: -
 - 2.1 the full and final amount of the Sustainable Transport Contribution (if any) required to be paid by the Owner; and/ or

2.2 that part of the Part 2 Highway Works (if any) that shall need to be completed

3. To use the Sustainable Transport Contribution received from the Owner under the terms of this Agreement for the purpose of improving the sustainable transport infrastructure in the immediate vicinity of the Proposed Development
4. Upon receipt of a written request the Council will pay to the Owner such amount of the, Sustainable Transport Contribution made by the Owner to the Council under this Agreement which has not been expended or committed for expenditure in accordance with this Agreement within 10 years of the date of receipt by the Council of such payment together with interest on the unexpended or uncommitted sum at the Co-Operative Bank PLC's base rate from time to time for the period from the date of payment to the date of refund.

SCHEDULE 8

(Transfer of Open Space Land)

1. Completion of the Transfer of the Open Space Land shall take place in accordance with the provisions of paragraph 3 of Schedule 3 on such date or dates as shall be agreed in writing between the Council and the Owner or in default of such agreement upon such date or dates that shall be specified in a notice in writing given by the Council to the Owner or by the Owner to the Council such notice to be given not later than 28 days before the date or dates specified for completion
2. Transfer of the Open Space Land shall be for nil consideration
3. Title shall be deduced from a good root of title at least 15 years old or in accordance with Section 67 Land Registration Act 2002 whichever is appropriate
4. The Transfer shall contain all such rights and easements whatsoever

(including without prejudice to the generality of the foregoing the provision of all rights of access of Services and of Service Installations thereto) as are required to facilitate the use of the site transferred for the purpose for which it is being transferred

5. The Transfer shall contain a covenant by the Council restricting the use of the site transferred to the purpose for which it is laid out or transferred for and for no other use whatsoever except in the case of open space land as defined in the Open Spaces Act 1906 where the transfer will contain an agreement and declaration that such open space land shall be maintained as open spaces under the provisions of the Open Spaces Act 1906
6. The Standard Conditions of Sale (Fourth edition) shall apply to the said transfer so far as they are applicable to a sale by private agreement and are not varied by or inconsistent with the express terms of this present Agreement PROVIDED ALWAYS that the land shall not be transferred subject to any rights covenants exceptions reservations or other matters affecting the land such as would prejudice the use of the land for the purpose for which it is being transferred
7. The Owner shall pay to the Council the Council's reasonable legal costs for negotiation and completion of the Transfer

IN WITNESS whereof as a Deed the Council and the Owner have caused their respective Common Seals to be hereto affixed the day and year first before written

Executed as a deed by affixing)
the **COMMON SEAL** of)
BRIGHTON & HOVE CITY COUNCIL)
in the presence of:-)

Dunlavin Macdonald

Authorised Officer



Executed as a deed by affixing
the **COMMON SEAL** of
EAST SUSSEX COUNTY COUNCIL
in the presence of:-

)
)
)
)



Authorised Signatory



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