DATED **2026**

(1) ST MARKS PROPERTIES (XIV) LIMITED

AND

(2) ROBERT SEAN SULLIVAN and MARY MARGARET TERESA SULLIVAN

AND

(3) CRAWLEY BOROUGH COUNCIL

PLANNING OBLIGATION BY AGREEMENT

Under section 106 of the Town and Country Planning Act 1990
relating to land at Harwood and Blaxley, Balcombe Road, Pound Hill,
Crawley, West Sussex, RH10 7RU
CR/2023/0170/FUL

This Deed of Agreement is made the day of 2026

BETWEEN

(1) **ST MARKS PROPERTIES (XIV) LIMITED** (Co. Reg. No. 13867132) whose registered office address is at 20-22 Wenlock Road, London, N1 7GU ("the **First Owner**"); and

(2) **ROBERT SEAN SULLIVAN** and **MARY MARGARET TERESA SULLIVAN** of Blaxley, Balcombe Road, Pound Hill, Crawley, West Sussex, RH10 7RU ("the **Second Owner**"); and

(3) **CRAWLEY BOROUGH COUNCIL** of Town Hall, The Create Building, The Boulevard, Crawley, West Sussex, RH10 1UZ ("the **Council**").

WHEREAS

(A) The Council is the Local Planning Authority for the purposes of the Act for the area within which the Land is situated and is the local authority by whom the obligations in this Deed are enforceable.

(B) The First Owner is the freehold owner of that part of the S106 Site (being part of the Land) registered at the Land Registry with title absolute under Title Number WSX3344.

(C) The Second Owner is the freehold owner of that part of the S106 Site (being part of the Land) registered at the Land Registry with title absolute under Title Number WSX37488.

(D) The Application has been submitted to the Council for the Planning Permission.

(E) The Council having regard to the provisions of the Development Plan and to all other material considerations is minded to grant planning permission for the Development subject to the prior completion of this Deed.

(F) The Owners have agreed to enter into this Deed to secure the obligations contained herein and to bind their interests in the S106 Site to the obligations in this Deed.

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(G) The Owners have agreed to enter into this Deed with the intention that (subject to Clause 17 hereof) the obligations given on their part in this Deed may be enforced by the Council against the Owners and their successors in title to the S106 Site.

(H) The parties agree that the obligations in this Deed are necessary to make the Development acceptable in planning terms, fairly and reasonably related in scale and kind to the Development and directly related to the Development.

NOW THIS DEED is made in pursuance of Section 106 of the Act and all other powers the parties hereto enabling and **WITNESSETH** as follows:-

1. This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972, Section 93 of the Local Government Act 2003 and Section 1 of the Localism Act 2011 and all other enabling powers.

2. The obligations created by this Deed are planning obligations for the purposes of Section 106 of the Act and are enforceable by the Council against the Owners and their successors in title to the S106 Site (subject to Clause 17 hereof).

3. To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the Act (which, for the avoidance of doubt, includes Clause 16), they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972, Section 93 of the Local Government Act 2003 and Section 1 of the Localism Act 2011 and all other enabling powers.

4. Subject to Clause 10, this Deed comes into effect upon the date of this Deed.

5. Subject to Clause 17, this Deed shall bind the Owners and their successors in title to each and every part of the S106 Site.

6. This Deed shall be registered as a local land charge by the Council.

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7. Clause 16 is not made pursuant to Section 106 of the Act but pursuant to the Council's power under Section 1 of the Localism Act 2011, Section 93 of the Local Government Act 2003 and any other enabling powers.

8. **Definitions**

IN this Deed the following words shall have the following meanings except where the context requires otherwise:-

"Act"	means the Town and Country Planning Act 1990 (as amended).
"Affordable Housing"	means housing provided to eligible households whose needs are not met by the market.
"Application"	means the application for full planning permission for the Development registered by the Council with reference number CR/2023/0170/FUL.
"Application Stage Build Costs"	means £3,003,264 (three million three thousand two hundred and sixty-four pounds) being the estimated cost of demolition, construction, external works and assumed contingency allowance in respect of the Development as determined by the Application Stage Viability Appraisal.
"Application Stage GDV"	means £6,015,000 (six million and fifteen thousand pounds) being the estimated gross development value of the Development established by the Application Stage Viability Appraisal and which takes into account any Public Subsidy.

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“Application Stage Viability Appraisal”	means the financial viability appraisal dated 22 July 2025 and prepared by Dixon Searle Partnership that was agreed in relation to the Application and independently assessed by the Council.
“Build Costs”	means the build costs relating to the construction of the Development supported by evidence of these costs to the Council’s reasonable satisfaction including but not limited to: a) details of payments made or agreed to be paid in the relevant building contract; b) receipted invoices; c) costs certified by the Owners’ quantity surveyor, costs consultant or agent but for the avoidance of doubt build costs exclude: (i) professional, finance, legal and marketing costs; (ii) all internal costs of the Owners including but not limited to project management costs, overheads and administration expenses; and (iii) any costs arising from Fraudulent Transactions.
"Commencement of the New Dwellings"	means the carrying out of a material operation (as defined in section 56(4) of the Act) in respect of the New Dwellings and **"Commence Development"** and cognate expressions shall be interpreted in accordance with this definition PROVIDED THAT the following shall not constitute a material operation for the purposes of this Deed only: (a) site clearance; (b) site investigations, testing or surveys; (c) archaeological investigations and digs;

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(d) ecological surveys, investigations or assessments;

(e) decontamination and remediation works;

(f) the construction of boundary fencing or hoardings (including the erection of an enclosure for the purpose of site security); and

(g) the construction of a temporary site compound and welfare facilities / buildings / enclosures.

"Component" means a part of the Development on the Land including but not limited to:

(a) the Existing Dwellings;

(b) the New Dwellings

(c) any other floorspace;

(d) property; and

(e) land.

"Deed" means this deed.

"Development" means the erection to the rear of Harwood and Blaxley of 4 no. two-storey, 4-bed detached houses with garages, parking spaces, bin stores and cycle stores, amenity space and landscaping works, consolidation of vehicular driveways to form an access road from Balcombe Road between Blaxley and Harwood, sink water boreholes (retrospective) and erect a proposed building for plant on the boreholes, retrospective application for the demolition of rear wing, alterations to and the rendering of Harwood, erection of single-storey rear extension at Blaxley on the Land pursuant to the Planning Permission.

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"Development Plan" means the Crawley Borough Local Plan 2023-2040 adopted by the Council on 16 October 2024.

"Development Viability Information" means:

(a) Late Stage Review Actual GDV;

(b) Late Stage Review Actual Build Costs;

(c) Late Stage Review Estimated GDV; and

(d) Late Stage Review Estimated Build Costs.

"Disposal" means:

(a) the Sale of any Component(s) of the Development;

(b) the grant of a lease of a term of less than 125 years of a Component of the Development; or

(c) the grant of a tenancy agreement, a short term let or any contract for Occupation in respect of a Component of the Development

ALWAYS excluding Fraudulent Transactions and **"Dispose"**, **"Disposals"** and **"Disposed"** shall be construed accordingly.

"Existing Dwellings" means the 2 (two) existing dwellinghouses on the Land, respectively known as Harwood and Blaxley.

"External Consultant" means the external consultant(s) appointed by the Council to assess the Development Viability Information.

"Formula" means the formula within Appendix 1.

"Fraudulent Transaction" means:

(a) a transaction the purpose or effect of which is to artificially reduce the Late Stage Review

	Actual GDV and/or artificially increase the Late Stage Review Actual Build Costs; or (b) a Disposal that is not an arm's length third party bona fide transaction; or (c) a transaction the purpose or effect of which is to not comply with the terms of this Deed.
"Green Infrastructure Contribution"	means the Supplementary Planning Document on Green Infrastructure adopted by the Borough Council on 5 October 2016.
"Harwood Crystallisation Date"	means 9 January 2024, being the date upon which the reduced Harwood title was disposed of by the First Owner to a third-party purchaser at arm's length.
"Harwood Crystallisation GDV"	means £525,000 (five hundred and twenty-five thousand pounds), being the gross sale receipt received by the First Owner on the disposal of the reduced Harwood title on the Harwood Crystallisation Date.
"Harwood Eligible Pre-Sale Costs"	means any costs directly and demonstrably incurred by the First Owner in relation to Harwood prior to the Harwood Crystallisation Date which are: (a) properly attributable to Harwood as a component of the Development; and (b) evidenced to the Council's reasonable satisfaction by invoices, contracts or other contemporaneous documentation provided at the time of the Development Viability Information submission.

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"Index"	means the General Building Cost Index published by the Building Cost Information Service or such other body which may take over its duties in connection with the Index.
"Land"	means the land known as Harwood and Blaxley, Balcombe Road, Pound Hill, Crawley, West Sussex, RH10 7RU shown edged in red on Plan 1.
"Landscaping Details Plan"	means the plan showing the landscaping details of the Development (including new tree planting and existing tree removal) to be submitted by the Owners to the Council.
"Late Stage Review Actual Build Costs"	means the Build Costs incurred at the Late Stage Review Date which for the avoidance of doubt shall exclude any contingency allowance, including any shared infrastructure with neighbouring development site known as Forest Way and which is currently subject to pending application CR/2024/0501/FUL.
"Late Stage Review Actual GDV"	means the sum of: (a) the value of all gross receipts from any Sale of a Component of the Development prior to the Late Stage Review Date; (b) the Market Value of any Component of the Development that has been otherwise Disposed prior to the Late Stage Review Date but not Sold; and (c) all Public Subsidy and any Development related income from any other sources to be assessed by the Council excluding any Public Subsidy repaid by the Owners (as applicable)

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	in respect of which the supporting evidence to be submitted as part of the Development Viability Information shall include documentary evidence of all gross receipts under (a) and evidence of rental values achieved for different Components of the Development under (b).
"Late Stage Review Cap"	means the sum of £147,653 (one hundred and forty-seven thousand six hundred and fifty-three pounds).
"Late Stage Review Contribution"	means a financial contribution for the provision of off-site Affordable Housing in the Council's administrative area at the date hereof, the precise value of which shall be calculated in accordance with the Formula and which shall be subject to the Late Stage Review Cap.
"Late Stage Review Date"	means the date on which the third New Dwelling to be Disposed of has been Disposed, as notified to the Council pursuant to Paragraph 1 of Schedule 3 or determined by the Council pursuant to Paragraph 3.4 of Schedule 3.
"Late Stage Review Estimated Build Costs"	means the estimated Build Costs remaining to be incurred at the Late Stage Review Date, including taking into account the costs of any shared infrastructure with neighbouring development site known as Forest Way and which is currently subject to pending application CR/2024/0501/FUL.
"Late Stage Review Estimated GDV"	means the estimated Market Value at the Late Stage Review Date of all remaining Components of the Development that are yet to be Sold based on detailed comparable evidence.

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“Market Value”	means the price at which the Sale of the relevant property interest would have been completed unconditionally for cash consideration on the Late Stage Review Date based on detailed comparable market evidence, including evidence of rental values achieved for any Component of the Development which has been Disposed but not Sold, to be assessed by the Council and assuming: (a) a willing seller and a willing buyer; (b) that, prior to the date of valuation, there has been a reasonable period of not less than 6 (six) months for the proper marketing of the interest (having regard to the nature of the property and the state of the market) for the agreement of the price and terms and for the completion of the Sale; (c) that no account is taken of any additional bid by a prospective purchaser with a special interest; and (d) that both parties to the transaction have acted knowledgeably, prudently and without compulsion.
“New Dwellings”	means the 4 no. two-storey, 4-bed detached dwellinghouses to be newly built on the S106 Site as part of the Development.
"Notice of Commencement"	means a written notice served on the Council by the Owners of their intention to Commence Development of the New Dwellings.

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"Notice of Disposal"	means a written notice served on the Council by the Owners of the anticipated date of Disposal of each New Dwelling.
"Occupation"	means occupation for any purpose permitted by the Planning Permission, but not including occupation by personnel engaged in the construction, fitting out or occupation for marketing or security, and the words **"Occupy"** and **"Occupied"** shall be construed accordingly.
"Owners"	means the First Owner and the Second Owner together.
"Plan 1"	means the plan numbered 3276-27 Rev A and attached to this Deed at Appendix 2, showing the Land edged red.
"Plan 2"	means the plan numbered Drawing No. 3276-27 Rev C and attached to this Deed at Appendix 3, showing the S106 Site edged red.
"Planning Permission"	means the planning permission granted by the Council pursuant to the Application in the form or substantially in the form of the draft attached to this Deed at Appendix 4.
"Public Subsidy"	means funding from the Council together with any additional public subsidy secured to support the delivery of the Development.
"S106 Site"	means that part of the Land against which this Deed is enforceable as shown edged red on Plan 2.

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"Sale"	means: (a) the sale of the freehold of a Component; or (b) the grant of a lease of a Component with a term of 125 (one hundred and twenty-five) years or more and subject to nominal rent and **"Sold"** shall be construed accordingly.
"Target Return"	means profit on value of 17.5% (seventeen and a half per cent) as determined within the Application Stage Viability Appraisal being the profit of the Development as a percentage of gross development value.
"Tree Mitigation Formula"	means the following formula as set out in Policy CH6 of the Development Plan and the Green Infrastructure SPD: the number of replacement trees required to be planted based on existing trees to be removed as part of the Development and calculated in accordance with the table set out in Policy CH6 of the Development Plan and the Green Infrastructure SPD (as shown on the approved Landscaping Details Plan) *less* the number of new trees have been planted as part of the Development (as shown on the approved Landscaping Details Plan) *multiplied by* £700.00 (Seven Hundred Pounds).

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"Tree Mitigation Contribution"	means the Index linked sum of £35,700 (Thirty-Five Thousand and Seven Hundred Pounds) to be paid to the Council towards the provision of tree planting and maintenance in the administrative borough of Crawley as at the date hereof.
"Working Day"	means any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

9. **Construction of Deed**

9.1 Unless the context requires otherwise references in this Deed to a Clause, Schedule or Paragraph are references respectively to a Clause, Schedule or Paragraph of this Deed.

9.2 Where any party to this Deed comprises two or more persons any obligations on the part of that party contained or implied in this Deed 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.

9.3 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.

9.4 The headings to this Deed do not and will not by implication form any part of this Deed and shall have no legal force whatsoever.

9.5 Words denoting the singular shall include the plural and vice versa words denoting any gender shall include all genders and words denoting persons shall include bodies corporate and vice versa.

9.6 Unless otherwise stated, references to any party to this Deed shall include the successors in title and assigns to that party and to any person deriving title through or under that party and in the case of the Council the successors to their statutory functions.

9.7 References to "the Land" and "the S106 Site" include any part of it.

9.8 References to "including" means "including, without limitation".

9.9 Any covenant not to do any act or thing includes a covenant not to permit or allow the doing of the act or thing.

10. **Conditionality**

This Deed shall come into effect upon the date hereof other than the obligations set out at Clause 11 and the obligations set out in Schedules 1-3 which are conditional upon the grant of Planning Permission and the Commencement of the New Dwellings.

11. **The Owners' Obligations**

11.1 The Owners hereby covenant with the Council so as to bind their interests in the S106 Site as follows:-

11.1.1 To comply with their obligations set out in Schedules 1 – 3; and

11.1.2 Not to make a claim for compensation against the Council directly arising from the covenants and restrictions contained in this Deed and to indemnify the Council against all costs claims actions and demands arising pursuant to the Deed save for those claims actions and demands that arise due to the fault of the Council.

12. **The Council's Obligations**

The Council covenants to comply with the obligations set out on its part in Schedule 4.

13. **Declarations**

It is hereby declared as follows:-

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13.1 The expression “the Owners” shall include their successors in title and assigns and the expression “the Council” shall include its statutory successor as Council.

13.2 Nothing in this Deed shall derogate from any of the rights powers and duties of the Council pursuant to any of its statutory functions or in any capacity.

13.3 The failure of the Council at any time to require performance by the other parties of any provisions of this Deed shall in no way affect the right of the Council to require performance of that provision.

13.4 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with any planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

13.5 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed.

14. **Invalidity**

If any provision of this Deed shall be found by any Court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provisions shall not affect the other provisions of this Deed and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect and the parties hereunto agree to take all reasonable steps to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves as far as reasonably practicable the legal, social and environmental objectives of the invalid or unenforceable provision.

15. **Revocation of Planning Permission**

If the Planning Permission shall at any time be revoked or is quashed following a successful challenge or otherwise withdrawn this Deed shall (with the exception of Clause 16) forthwith determine and cease to have effect.

16. **Legal and Monitoring Fees**

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16.1 On the date of this Deed, the First Owner shall pay:

16.1.1 the Council's proper and reasonable legal costs in connection with the preparation and completion of this Deed; and

16.1.2 the sum of £1,412.60 (one thousand four hundred and twelve pounds and sixty pence) towards the Council's costs of administration, monitoring and management of the Owners' compliance with the planning obligations contained in this Deed.

17. **Exclusions from Liability**

17.1 No person shall be liable for breach of a covenant, restriction or obligation contained in this Deed after he shall have parted with all interests in the S106 Site or the part of the S106 Site in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest.

17.2 The obligations contained in this Deed shall not be enforceable against any future individual owner, tenant or occupier of any of the Existing Dwellings and New Dwellings and their successors in title and their mortgagee (or receiver appointed by such mortgagee) and any person who is a successor in title or derives title through or under any such mortgagee (or such receiver) SAVE THAT this Clause shall not apply to any person undertaking the Development.

17.3 The obligations contained in this Deed shall not bind statutory undertakers whose interest in the S106 Site relates only to the supply of electricity gas water sewerage drainage public telecommunications services or highway.

17.4 A future mortgagee or chargee with a charge over the S106 Site created after the date of this Deed shall have no liability under this Deed unless the mortgagee or chargee becomes a mortgagee in possession of the S106 Site or any part thereof in which case it too will be bound by the obligations as if it were a person deriving title from the Owners.

18. **Ownership**

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18.1 The Owners:

18.1.1 warrant that no person other than the Owners has any legal or equitable interest in the S106 Site; and

18.1.2 agree with the Council to give the Council written notice of any disposal within 10 (ten) days of such occurrence before all the obligations under this Deed have been discharged and such notice to give details of the full name and registered office (if a company or usual address if not) of the person or company to whom the disposition was made and the nature and extent of the interest disposed of.

19. **Notices**

19.1 Any notice or other communication to be given under this Deed must be in writing and must be:

19.1.1 delivered by hand; or

19.1.2 sent by pre-paid first class post or other next Working Day delivery service.

19.2 Any notice or other communication to be given under this Deed must be sent to the relevant party at their registered address or at such other address as is specified by the relevant party by notice in writing to the other party.

19.3 Any notice or other communication given in accordance with Clause 19.1 and Clause 19.2 will be deemed to have been received:

19.3.1 if delivered by hand, on signature of a delivery receipt or at the time the notice or document is left at the address provided that if delivery occurs before 9.00am on a Working Day, the notice will be deemed to have been received at 9.00am on that day, and if delivery occurs after 5.00pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00am on the next Working Day; or

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19.3.2 if sent by pre-paid first class post or other next Working Day delivery service, at 9.00am on the second Working Day after posting.

19.4 A notice or other communication given under this Deed shall not be validly given if sent by fax or e-mail.

19.5 This Clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

20. **Indexation**

The Tree Mitigation Contribution payable under this Deed shall be increased by the percentage (if any) by which the Index shall have increased between the date of its last publication prior to the date of this Deed (or such other date as shall be specified in this Deed) and the date of its last publication immediately prior to the date payment is made **AND** for the avoidance of doubt the relevant restriction, covenant or obligation shall be deemed to have been released when the Tree Mitigation Contribution payment as so adjusted shall have been paid.

21. **Interest**

In the event that any of the sums referred to in Clauses 11 and 16 remain unpaid after the date on which they are due to be paid under this Deed, the Owners shall pay to the Council interest at the rate of 4% (four per cent) above the prevailing base rate per annum of the Council's bank at the time on the said sums.

22. **Jurisdiction**

This Deed shall be governed by the laws of England and the Courts of England shall have sole jurisdiction in respect of the construction of this Deed and as to the respective rights and liabilities of the parties.

23. **Dispute Resolution**

23.1 All differences and disputes which may arise between the parties concerning this Deed may be referred to dispute resolution pursuant to this Clause:

a) where the difference or dispute relates to the construction or interpretation of this Deed be referred to the determination (as an expert and not as an arbitrator) of an independent leading planning counsel agreed upon by the parties in dispute but in default of such agreement appointed by the President of the Law Society of England and Wales on the application of any of the parties in dispute; or

b) where the difference or dispute relates to the carrying out of works or construction be referred to the determination (as expert and not as an arbitrator) of an independent Chartered Surveyor or Civil Engineer as appropriate being a partner or director practising in a leading firm of surveyors or civil engineers based in the South East of England or London and experienced in the matter in dispute agreed upon by the parties in dispute but in default of that agreement appointed by the President of the Royal Institution of Chartered Surveyors or the Institution of Civil Engineers as appropriate on the application of any of the parties in dispute **PROVIDED** that where a contract for the relevant works has been let and provides that the dispute or difference under it shall be referred to arbitration or court any such dispute or difference which may arise between the parties in connection with those works shall be determined likewise;

c) where the difference or dispute relates to the viability reassessment be referred to the determination (as expert and not as an arbitrator) of an independent viability consultant with expertise in s106 viability reassessments as appropriate being a partner or director practising in a leading firm of surveyors based in the South East of England or London and experienced in the matter in dispute agreed upon by the parties in dispute but in default of that agreement appointed by the President of the Royal Institute of Chartered Surveyors on the application of any of the parties in dispute.

23.2 If the parties in dispute shall fail to agree on the nature of the difference or dispute between them then any of them may apply to the President of the Law Society to appoint an independent solicitor being a partner in a leading firm of solicitors practising in the South East of England or London to decide (as expert and not as arbitrator) in relation to any such matter which of Clauses 23.1(a) to 23.1(c) hereto is applicable.

23.3 Except as aforesaid any expert appointed pursuant to Clauses 23.1(a) to 23.1(c) or any other person shall:

a) on his appointment serve written notice thereof on the parties in dispute;

b) consider any written representations by or on behalf of those parties which are received by him within 20 (twenty) Working Days of such service and immediately forward a copy of the written representation of one party to the other party;

c) allow both parties to the dispute an opportunity of commenting in writing on the other party's representations within 20 (twenty) Working Days of receipt by the other party thereof;

d) have an unfettered discretion to determine the reference to him;

e) serve notice of his determination as soon as he has made it;

f) give full and clear reasons for his decision; and

g) be paid his proper fee and expenses in connection with such reference by the parties in dispute in equal shares or in such shares as he may determine and his determination shall be final and binding on the parties in dispute (save in the case of manifest error) PROVIDED THAT if any such expert shall die become insolvent or of unsound mind or if either of the parties in dispute shall serve on him written notice that in their opinion he has unreasonably delayed making his determination he shall be ipso facto discharged and be entitled only to his reasonable expenses prior to such discharge and another person shall be appointed in his place as such expert.

23.4 The provisions of this Clause shall not affect the ability of the parties to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

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Schedule 1
Notices

The Owners covenant with the Council as follows:

Notice of Commencement of the New Dwellings

1. No later than 21 (twenty-one) days prior to Commencement of the New Dwellings, to serve the Notice of Commencement on the Council.

2. Not to cause or permit the Commencement of the New Dwellings unless and until the Notice of Commencement has been served on the Council.

Notice of Disposal

3. No later than 21 (twenty-one) days prior to Disposal of each New Dwelling, to serve the Notice of Disposal on the Council.

4. Not to cause or permit the Disposal of any New Dwelling unless and until a Notice of Disposal has been served on the Council.

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Schedule 2
Tree Mitigation Contribution

The Owners covenant with the Council as follows:

Tree Mitigation Contribution

1. Prior to the Commencement of the New Dwellings, to pay the Tree Mitigation Contribution to the Council.

2. Not to cause or permit the Commencement of the New Dwellings unless and until the Tree Mitigation Contribution has been paid to the Council.

Landscaping Details Plan

3. Not to Dispose of the 4th New Dwelling to be Disposed unless and until the Landscaping Details Plan has been submitted to and approved by the Council in writing.

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Schedule 3
Viability Reassessment

The Owners covenant with the Council as follows:

1. The Owners shall notify the Council in writing of the anticipated Late Stage Review Date not less than twenty (20) Working Days in advance of that date.

Submission Of Development Viability Information And Other Information

2.1 No later than 20 (twenty) Working Days after the Late Stage Review Date notified to the Council pursuant to Paragraph 1 of this Schedule, the Owners shall submit the following information on the basis that the Council may make such information publicly available:

2.1.1 the Development Viability Information; and

2.1.2 a written statement that applies the applicable Development Viability Information to the Formula (PROVIDED ALWAYS THAT if the result produced by the Formula is less than zero it shall be deemed to be zero) thereby confirming whether in the Owners' view any Late Stage Review Contribution is payable and, if so, how much (subject always to the Late Stage Review Cap).

2.2 For the purposes of the Formula and the Development Viability Information:

(a) the Late Stage Review Actual GDV (A) shall, in respect of Harwood, be taken to be the Harwood Crystallised GDV (£525,000) and shall not include any value attributable to works carried out at Harwood after the Harwood Crystallisation Date by the purchaser or any other third party;

(b) the Late Stage Review Actual Build Costs (D) shall, in respect of Harwood, include only the Harwood Eligible Pre-Sale Costs and shall in no circumstances include:

(i) any works, expenditure or costs incurred at Harwood after the Harwood Crystallisation Date;

(ii) any works carried out by the purchaser or members of their household; or

(iii) any costs for which the First Owner does not hold satisfactory documentary evidence;

(c) information relating to works, expenditure, value uplift or activities at Harwood after the Harwood Crystallisation Date shall not constitute Development Viability Information and the First Owner shall not be required to obtain or submit any such information from or concerning the third-party purchaser; and

(d) the treatment of Harwood under this paragraph has been agreed on the basis that the First Owner's actual arm's-length sale receipt is used as the measure of GDV for Harwood, so that the First Owner benefits only from value it itself generated and does not benefit from any value enhancement achieved by the purchaser after disposal.

Assessment Of Development Viability Information And Other Information

3.1 The Council shall assess the Development Viability Information submitted pursuant to Paragraph 2 of this Schedule and assess whether in its view a Late Stage Review Contribution is payable in accordance with the Formula (subject to the Late Stage Review Cap) and, if so, how much and the Council will be entitled to rely on its own evidence in determining inputs into the Formula subject to such evidence also being provided to the Owners.

3.2 The Council may appoint an External Consultant to assess the information submitted pursuant to Paragraph 2 of this Schedule.

3.3 In the event that the Council and/or an External Consultant requires further Development Viability Information or supporting evidence of the same then the Owners shall provide any reasonably required information to the Council or the External Consultant (as applicable and with copies to the other parties) within 10 (ten) Working Days of receiving the relevant request and this process may be repeated until the Council and/or the External Consultant (as applicable) has all the information it reasonably requires to assess whether in its view any Late Stage Review Contribution is required in accordance with the Formula (subject to the Late Stage Review Cap).

3.4 If the Council and/or External Consultant determines following receipt of the information submitted pursuant to Paragraph 2 of this Schedule that the Late Stage Review Date has not occurred, the Council may require the Owners to promptly submit additional information pursuant to Paragraph 3.3 of this Schedule or to re-submit the information required under Paragraph 2 of this Schedule upon the occurrence of the Late Stage Review Date (as determined by the Council).

3.5 When the Council or its External Consultant has completed its assessment of the information submitted pursuant to Paragraph 3.1 of this Schedule, the Council shall notify the Owners in writing of its decision as to whether any Late Stage Review Contribution is required and, if so, how much. If the Owner disagrees with the notification, the Owner may refer the determination of the Late Stage Review to an Expert pursuant to the dispute resolution provisions contained at Clause 23.

3.6 If the Council notifies the Owners pursuant to Paragraph 3.5 of this Schedule that a Late Stage Review Contribution is required:

(a) the Owners shall pay the Late Stage Review Contribution to the Council within 10 (ten) Working Days of the date of such notice from the Council pursuant to Paragraph 3.5 or the date of any such notice from an Expert if appointed pursuant to Clause 23 of this Deed; and

(b) the Owners shall not Dispose of the fourth (4th) New Dwelling to be Disposed until the Late Stage Review Contribution has been paid in full to the Council or the Expert if appointed has determined that such a contribution is not payable.

3.7 The Owners shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted pursuant to Paragraph 2 of this Schedule including those of the External Consultant within 20 (twenty) Working Days of receipt of a written request for payment

PROVIDED THAT:

(a) before instructing an External Consultant, the Council shall provide the Owners with a written estimate of the anticipated costs of that External Consultant's engagement;

(b) the Owners' liability for the External Consultant's costs shall not exceed the amount of the written estimate provided pursuant to sub-paragraph (a) by more than fifteen per cent (15%), unless the Owners have in writing agreed in advance to a higher amount;

(c) if the Owners dispute the quantum of costs claimed pursuant to this paragraph, whether on the basis that they are not reasonably and properly incurred or that they exceed the ceiling in sub-paragraph (b), the dispute shall be referred to an Expert for determination pursuant to Clause 23 of this Deed.

3.8 The Owners shall not Dispose of more than 3 (three) of the New Dwellings until the Council has notified the Owners in writing of its decision as to whether any Late Stage Review Contribution is required pursuant to Paragraph 3.5 of this Schedule or the Expert if appointed has determined that such a contribution is not payable.

Public Subsidy

4. Nothing in this Deed shall prejudice any contractual obligation on the Owners to repay or reimburse any Public Subsidy using any surplus profit that is to be retained by the Owners following the application of the Formula.

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Schedule 4
Council's Obligations

The Council hereby covenants with the Owners as follows:

1. To use the Tree Mitigation Contribution received under the terms of this Deed for the purpose for which it was paid.

2. To use any Late Stage Review Contribution received under the terms of this Deed for the purpose for which it was paid.

3. In the event that the Landscaping Details Plan approved by the Council and as inspected by the Council identifies that sufficient trees to meet the Tree Mitigation Formula have been planted as part of the Development, to repay the Tree Mitigation Contribution to the payee. In the event that the Landscaping Details Plan approved by the Council and as inspected by the Council identifies that some trees have been planted as part of the Development towards meeting the Tree Mitigation Formula, the Council shall repay the difference of the Tree Mitigation Contribution to the payee.

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Appendix 1

Formula

X = Late Stage Review Contribution

X = (((A + B – C) – (D + E - F) – P) – Z) * 0.5

Where:

A = Late Stage Review Actual GDV (£)

B = Late Stage Review Estimated GDV (£)

C = Application Stage GDV (£6,015,000)

D = Late Stage Review Actual Build Costs (£)

E = Late Stage Review Estimated Build Costs (£)

F = Application Stage Build Costs (£3,003,264)

P = (A + B – C) * Y

Y = Target Return (17.5%)

Z = Deficit (£474,324)

Notes:

(A + B - C) represents the change in GDV from that identified in the Application Stage Viability Appraisal to the Late Stage Review Date.

(D + E – F) represents the change in build costs from that identified in the Application Stage Viability Appraisal to the Late Stage Review Date.

P represents developer profit on change in GDV.

0.5 represents the 50 per cent of the surplus profit to be used by the Council for additional affordable housing, after the developer's profit (P) has been deducted. The remaining 50 per cent of any surplus profit is to be retained by the developer.

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Appendix 2

Plan 1 – the Land

DRAFT

Appendix 3

Plan 2 – S106 Site

DRAFT

Appendix 4

Draft Planning Permission

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IN WITNESS whereof this Deed was duly executed the day and year first before written

EXECUTED as a DEED by
ST MARKS PROPERTIES (XIV) LIMITED
acting by a director

Signature of director

Director

Full name (in block capitals) RICHARD SMITH

In the presence of:

Signature of Witness

Name (in BLOCK capitals)

Address

Occupation

The Common Seal of
CRAWLEY BOROUGH COUNCIL
was hereunto affixed in the presence of

Authorised Signatory

DRAFT

EXECUTED AS A DEED BY
ROBERT SEAN SULLIVAN

In the presence of:

Signature of Witness

Name (in BLOCK capitals)

Address
Occupation

EXECUTED AS A DEED BY
MARY MARGARET TERESA SULLIVAN

In the presence of:

Signature of Witness

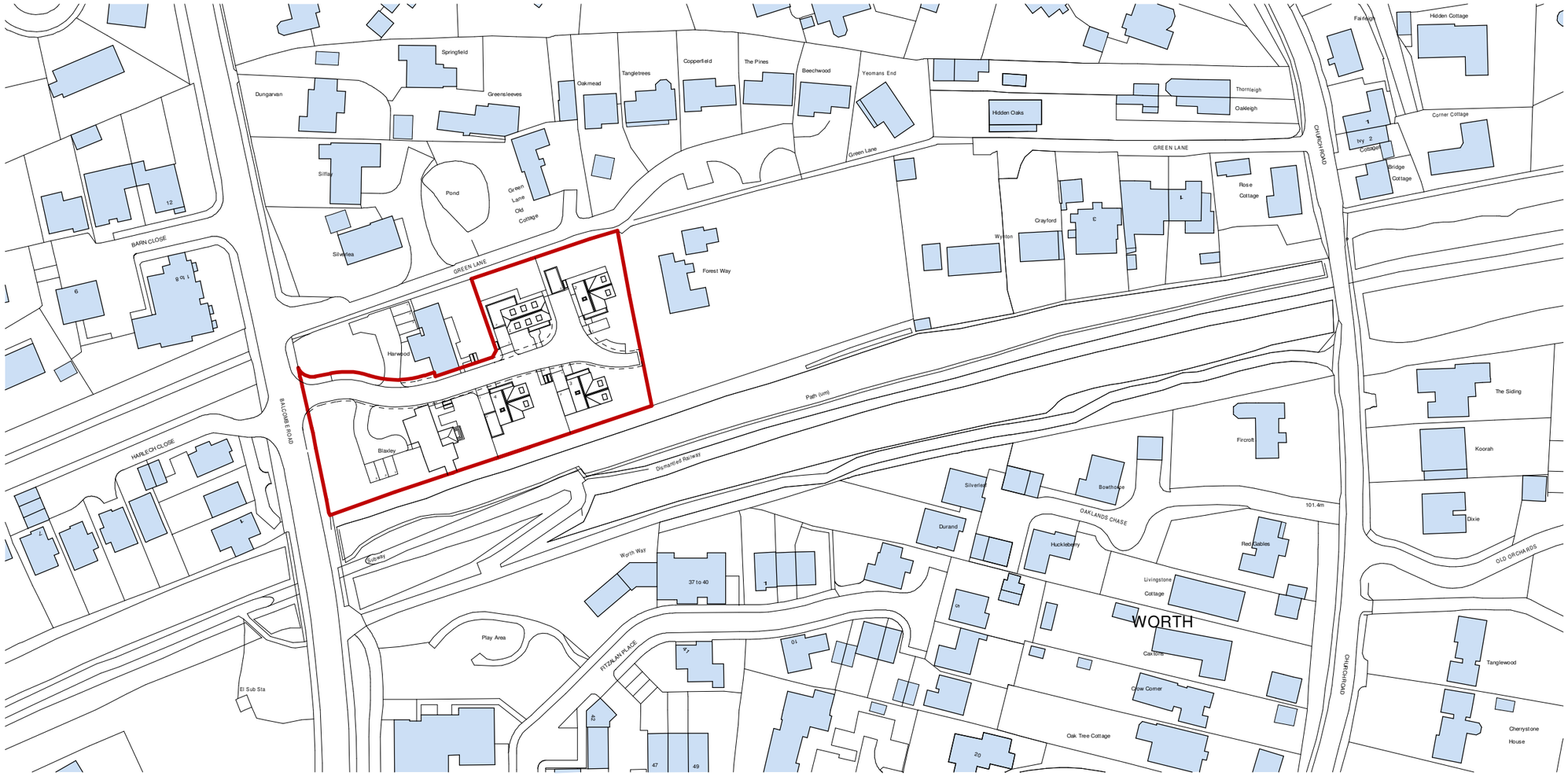
Name (in BLOCK capitals)

Address

Occupation

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SITE CONTEXT PLAN
scale 1-1250 @ A3 size

Rev.	Date	Description
C	06/08/26	DWELLING COLOURS REMOVED
B	01/04/26	HARWOOD RED LINE AMENDED
A	29/10/24	SITE LAYOUT UPDATED

Client: ST MARKS PROPERTIES LTD

Project: LAND AT
HARWOOD & BLAXLEY
BALCOMBE ROAD
CRAWLEY
RH10 7RR

Drawing Title: PLANNING APPLICATION:
LOCATION PLAN

Scale	1:1250	Job No.	3276
Date	FEB'23	Drawing No.	27
Drawn	KLS	Revision	C

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