Private & Confidential

**Dated 2020**

 **BURGESS HILL TOWN COUNCIL (1)**

**AND**

 **[GLEESON STRATEGIC LAND LIMITED] (2)**

|  |
| --- |
| **CALL OPTION AGREEMENT****relating to a licence to carry out works in respect of land at Ockley Lane, Hassocks** |

**THIS AGREEMENT** is dated 2020

**BETWEEN:**

(1) **BURGESS HILL TOWN COUNCIL** of [ ] (**"Town Council"**); and

(2) [**GLEESON STRATETIC LIMTED** (company number 05181745) whose registered office is at 6 Europa Court, Sheffield Business Park, Sheffield S9 1XE (**"Developer"**)]

# Definitions

|  |  |
| --- | --- |
| **Developer Property** | 1. is the freehold property shown edged [-] on the plan attached to this Agreement at Appendix 2 being the part of that land registered at the Land Registry under Title Number [ ]
 |
| **Exercise Notice** | a notice served by or for the Developer in accordance with Clause 3 below |
| **Licence**  | a licence to carry out works substantially in the form attached at Schedule 1 granting rights over the Town Council Property for the benefit of the Developer Property and each and every part thereof |
| **Option** | the right granted by the Town Council to the Developer in Clause 2 to call for the Licence on the terms of this Agreement  |
| **Option Period** | subject to Clause 5 the period of [10] years from Today |
| **Price** | one pound (£1)  |
| **Today** | the date of this Agreement |
| **Town Council Property**  | is the freehold property shown edged [-] on the plan attached to this Agreement at Appendix 1 being the part of that land registered at the Land Registry under Title Number [ ] |
| **Trigger Event** | the grant of planning permission in respect of the whole or part of the Developer Property with planning application reference DM/18/4980 |
| **Working Days** | excludes Saturday Sunday and any other dates on which the London clearing banks are closed and the period 24 December to the immediately following 1 January (inclusive) |

# Grant of Option

In consideration of the sum of £1 paid Today by the Developer to the Town Council (receipt of which is acknowledged) the Town Council grants to the Developer the right during the Option Period to call for the Licence for the Price subject to the terms of this Agreement.

# Exercise Notice

The Developer may exercise the Option at any time during the Option Period following the occurrence of a Trigger Event by serving an Exercise Notice on the Town Council (or their successors in title) to the Town Council Property

# Completion

If and when an Exercise Notice has been served the Town Council will grant to the Developer the Licence and the following terms will apply:

### the Town Council shall duly execute and deliver to the Developer the Licence within 10 Working Days of service of the Exercise Notice; and

### title shall be in accordance with that deduced from the Town Council to the Developer prior to Today

# The Option Period

If on or before the [ ] anniversary of Today or any other date to which the Option Period has previously been extended (the "**Option Date**") an Exercise Notice is served then the Option shall not expire on the Option Date and the Option Period shall be extended as necessary to enable the grant of the Licence to be completed within the timescales set out above

# TOWN COUNCIL'S COVENANTS

## **Dealings with the Property**

### The Town Council covenants with the Developer that it will not sell lease or dispose of nor deal with encumber charge or grant any interest over the Town Council Property nor agree to do any of the same without obtaining the Developer's approval (not to be unreasonably withheld or delayed)

### If the Developer permits any dealing with the Town Council Property the Town Council shall procure that prior to the completion of such dealing the third party shall execute and deliver to the Developer a deed of covenant in a form approved (acting reasonably and without delay) by the Developer by which the third party covenants to be bound by and perform and observe the covenants and other obligations to be performed and observed by the Owner in accordance with this Agreement.

### The Town Council consents to and shall if required by the Developer assist the Developer to:

#### lodge either an agreed or unilateral notice in respect of any element of this Agreement capable of protection by such notice and the Town Council will not apply to the Land Registry to cancel the notice while this Agreement subsists; and

#### enter the following restriction on the register of title of the Property:

*"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by [Gleeson Strategic Land Limited (Company Number [ ]) whose registered office is at [ ] or their conveyancer"*

with such variations to the form of this wording as may be required to comply with any Land Registration Act 2002.

# assignment

The Developer may assign the benefit of this Agreement to any other party [and on completion of any assignment the Developer will serve notice of it on the Town Council.

# Third Party Act

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this shall not affect any right or remedy of a third party which exists or is available apart from that Act

**Schedule 1**

**Form of Licence**

|  |  |
| --- | --- |
| Executed as a deed by **BURGESS HILL TOWN COUNCIL** acting by [ ] , in the presence of:Witness sign Witness Name Witness Address   Witness occupation  | .......................................SIGNATURE OF AUTHORISED SIGNATORY |

|  |  |
| --- | --- |
| Executed as a deed by **[GLEESON STRATEGIC LAND LIMITED]** acting by [ ], in the presence of:Witness sign Witness Name Witness Address   Witness occupation  | .......................................SIGNATURE OF [ ] |