

DATED

16 April

2012

ARUN DISTRICT COUNCIL

- and -

RODNEY GERALD MAY

DEED OF DISCHARGE

under Section 106A of the Town & Country Planning Act 1990 relating to
Land at Old Dairy Lane Norton Lane Aldingbourne in the County of West
Sussex

Arun District Council
Arun Civic Centre
Maltravers Road
LITTLEHAMPTON
West Sussex
BN17 5LF
[☎ 01903 737737]
Ref: 00000099/
AL/106/10

16 April

THIS DEED OF DISCHARGE is made the _____ day of _____ 2012

BETWEEN:

- | | | |
|-----|---------------|--|
| (1) | "the Council" | Arun District Council of the Arun Civic Centre Maltravers Road
Littlehampton West Sussex BN17 5LF and |
| (2) | "the Owners" | Rodney Gerald May of 24 Queen Street Arundel West Sussex
BN18 9JG |

NOW THIS DEED WITNESSETH: as follows:-

1. Definitions

In this Deed:-

- 1.1. "the Property" means land at Old Dairy Lane Norton Lane Aldingbourne West Sussex.
- 1.2. "the Original Deed " means a Planning Obligation made pursuant to Section 106 Town & Country Planning Act 1990 on 6 January 2011 between the Council (1) and the Owner(2) which for ease of reference is attached hereto.

2. Recitals

- 2.1 This Deed is supplemental to the Original Deed.
- 2.2 The Owner is still the Owner.
- 2.2 The Council and the Owner agree that the Original Deed which requires payment of an Affordable Housing Contribution is no longer required because such Contributions are not applicable to holiday homes which is the use of the Property and so can be discharged and both agree to join in this Deed to give effect to such agreement

3. Operative powers

The Council enters into this Deed under its powers contained in S106B Town and Country Planning Act 1990 S111 and S135 Local Government Act 1972 and all other powers enabling

4. Release

Release

- 3.1 The Council **DISCHARGES RELEASES AND SURRENDERS** the Property to the Owner freed and discharged from the Original Deed and all claims and demands over it

4. Costs

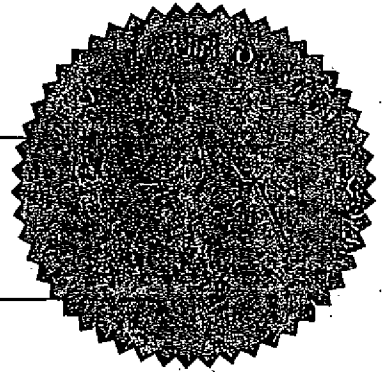
The Owner shall pay the Council's reasonable legal costs on completion of this Agreement.

5. Local Land Charge

The Original Deed is a local land charge and this Deed shall be entered in the relevant register so as to record this Discharge.

IN WITNESS whereof the Council has hereunto caused its Common Seal to be affixed and the Owner has hereunto set his hand as a Deed the day and year first before written.

THE COMMON SEAL OF
Arun District Council was hereunto
affixed in the presence of:



AUTHORISED SIGNATORY:

SEAL BOOK NO

96/2012

SIGNED by the said Rodney Gerald May
as his Deed in the presence of:



CERTIFICATE OF TITLE

I/We _____ of _____ Solicitors for the
Owners certify the truth of recital

hereunto

Dated this _____ day of _____

Signed _____

Dated:

6th Jan

2011

Between:

[1] Rodney Gerald May [The Owner]

[2] Arun District Council

[ADC]

~~3rd DRAFT 5/1/2011~~

PLANNING OBLIGATION

under Section 106 of the Town & Country Planning Act 1990
and other powers relating to Land at Old Dairy Lane Norton Lane Aldingbourne
West Sussex

To pay affordable housing contribution of £8,154.00

~~SUBJECT TO FINAL DETERMINATION~~

Delwyn Jones
Planning Solicitor
Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 6LF
DX57406 LITTLEHAMPTON
Reference: AL/106/10

1. THIS DEED is by undertaking and is dated 6th Jan 2011 and is a Planning Obligation for the purposes of Section 106 Town and Country Planning Act 1990 ("The Act") and is made in favour of Arun District Council

2. PARTIES

Owners	Rodney Gerald May of 24 Queen Street Arundel West Sussex BN 18 9JG
ADC	Arun District Council, Arun Civic Centre, Mallravers Road, Littlehampton, West Sussex BN17 5LF

3. CAPACITIES TO ENTER INTO DEED AND BASIC DEFINITIONS

Party	Capacity
Owner	Freehold owner under HMLR registered Title no WSX 337003 of land at New Farm House Norton Lane Aldingbourne West Sussex PO 20 3 NH ("The Land") shown for identification only edged black on the attached plan
	The Owner applied for Planning Permission under Application Ref: AL/106/10 for 2 bedroom C3 dwelling tourist accommodation and "Planning Applications" and "Development" shall be construed accordingly
ADC	Local Planning Authority under Town and Country Planning Act 1990 and (as relevant) as payee in relation to the statutory functions and purposes identified herein in clause 5 namely affordable housing provider / facilitator.

4. BACKGROUND

- 4.1 The Owner has made the Planning Application ref AL/106/10 as fully described above which the ADC is minded to grant subject to the making of the payments specified within this Deed which are required under the Act and Planning Policy Guidance to mitigate any ill effects of the Development and in particular the shortage of affordable housing as identified in the Interim Affordable Housing Policy approved and operated by ADC from 18 August 2010.

5. CONTRIBUTIONS PAYABLE

- 5.1 The Owner undertakes with the ADC to:-

- (i) make the payments specified below
- (ii) to the payee specified below
- (iii) for the purposes specified below
- (iv) and at the time specified below

Payee	Time for Payment ("the Due Date")	Amount	Statutory Function and Purpose
ADC	On or before start of the Development ie the change of use	£8,164.00	Affordable Housing in the parish where the development is located or adjacent parishes

- 5.2 The Owner undertakes with ADC not to start the Development [ie commence the charge of use] until the payment is made.

6. ADDITIONAL CLAUSES

The Owner undertakes with ADC as follows:-

- 6.1 Start Date of this Deed and Obligations

6.1.1. This Deed will take effect on the grant of the Planning Permission.

6.1.2. S56 of the Act will apply to determine commencement of the Development and in the event of any uncertainty or disagreement concerning this date the determination of ADC shall be final and in the case of this Development commencement will be when first use as tourist accommodation occurs.

6.1.3. On Commencement of the Development the Owner will send to ADC written Notice of that event in the Form of the Notice in Schedule 1.

6.2. Index Linking

General

6.2 The Owner undertake to ADC that any sums payable by the Owner under this agreement shall be increased by the application of the following formula:

$$A = B \times \frac{C}{D}$$

where:

- A is the sum actually payable on the Specified Date/ Payment Date
- B is the original sum mentioned in this agreement
- C is the Building Cost Information Service National All-In Tender Price Index for the quarter preceding the Specified Date/Payment Date
- D is the Building Cost Information Service National All-In Tender Price Index for the quarter preceding the date of this agreement
- $\frac{C}{D}$ is equal to or greater than 1

The adjustment in clause 6.1 shall only be made where the Specified /Payment Date is more than 6 months after the date of this undertaking

6.3 Interest of Payments

The Owner undertakes with ADC pay interest on sums due to ADC under this Deed but not paid on the Due Date from the Due Date until actual payment. The rate of interest shall be 4% above the HSBC Bank base rate from time to time.

6.4 Payment Notice

All payments due under this Deed will be sent to the payee with a duly completed Notice in the Form of Schedule 2.

6.5 Legal Costs

The Owner has prior to completion of this Deed paid to ADC the reasonable legal costs of ADC on entering into this Deed in the sum of £450 recelot of which ADC hereby acknowledges

6.5 Administrative Costs

The Owner agree with ADC :

Monitoring Costs of ADC

- 1 to pay on commencement of the Development to the ADC a contribution of £100 [minor application] incurred in monitoring compliance with this Agreement
2. to pay on commencement of the Development to the ADC their additional standard administrative costs incurred in monitoring compliance with each obligation contained in this Agreement in the sum of £50 for each obligation [amounting in total to £ 50 calculated as follows :-

Affordable Housing x 50

[GRAND TOTAL from clauses 6.5.3 and 6.5.4 = 100 + 50 = £150.00]

3. For the avoidance of doubt ADC shall be entitled to utilise a proportion of any monetary contributions specified in this Deed for related project costs up to a maximum of 5% of the sum or £15,000 which ever shall be the larger
- 4 For the avoidance of doubt the above charges are standard charges and shall not preclude ADC from claiming and receiving any additional monitoring and legal or enforcement costs above and beyond these standard charges when circumstances require that they be incurred in pursuing full compliance with this Deed whether through the courts or otherwise

7. GENERAL

- 7.1 This Deed is not a Planning Permission or any other form of consent under any other function of ADC.
- 7.2 This Deed does not restrict or fetter the statutory powers of ADC.
- 7.3 If more than one party to this Deed agrees or undertakes with another then that agreement or undertaking shall be enforceable against that person jointly or severally.
- 7.4 This Deed confers no benefit on any Third Party under Contracts (Third Party Rights) Act 1999.
- 7.5 This Deed shall apply to the Development as authorised by the Planning Permission or as varied or renewed from time to time.

7.6 This Deed is a Local Land Charge and shall be registered as such.

THIS DEED is signed and sealed by the parties as a Deed on the date first appearing.

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SCHEDULE 1

Commencement Notice

Pursuant to Clause 4.2 in Planning Obligation Described Below

Failure to use this form may prejudice your ability to prove compliance with the planning obligation.

I advise you that the Development described below was commenced on the Start Date stated in this Notice.

Dated this _____ day of _____ 200

Signed _____

On Behalf Of: _____

TO:	[1] Head of Planning Services, Arun District Council, Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN17 5LF (DX: 57406) Littlehampton
FROM:	
DEVELOPMENT AT:	
NATURE OF DEVELOPMENT:	
PLANNING PERMISSION DATE & REFERENCE	
PLANNING OBLIGATION DATE & PARTIES	
START DATE:	

SCHEDULE 2

Payment Notice

Payment of Monies due under a Section 106 Planning Obligation.

Failure to use this form may mean problems with acknowledgment of payment and may prejudice your ability to prove compliance with the planning obligation.

on.

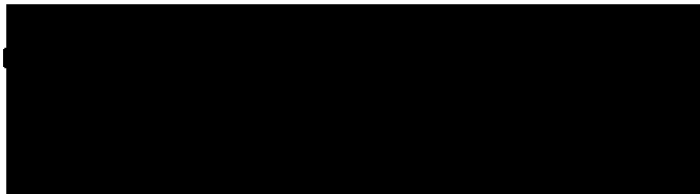
If ADC is Payee :
Head of Planning Services Arun District Council Arun Civic Centre Maltravers Road Littlehampton West Sussex BN 17 5LF DX 57406 Littlehampton

Please answer all the questions.

1. Payment to be made by/on behalf of.....
2. Land at:.....
3. Agreement dated:.....
4. Planning application reference number *[where applicable]*
5. Obligation in Agreement

[a]	Clause No.	
[b]	Contribution towards affordable housing	
[c]	Amount of contribution	
[d]	Date upon which contribution is due	
[e]	Amount of contribution enclosed	

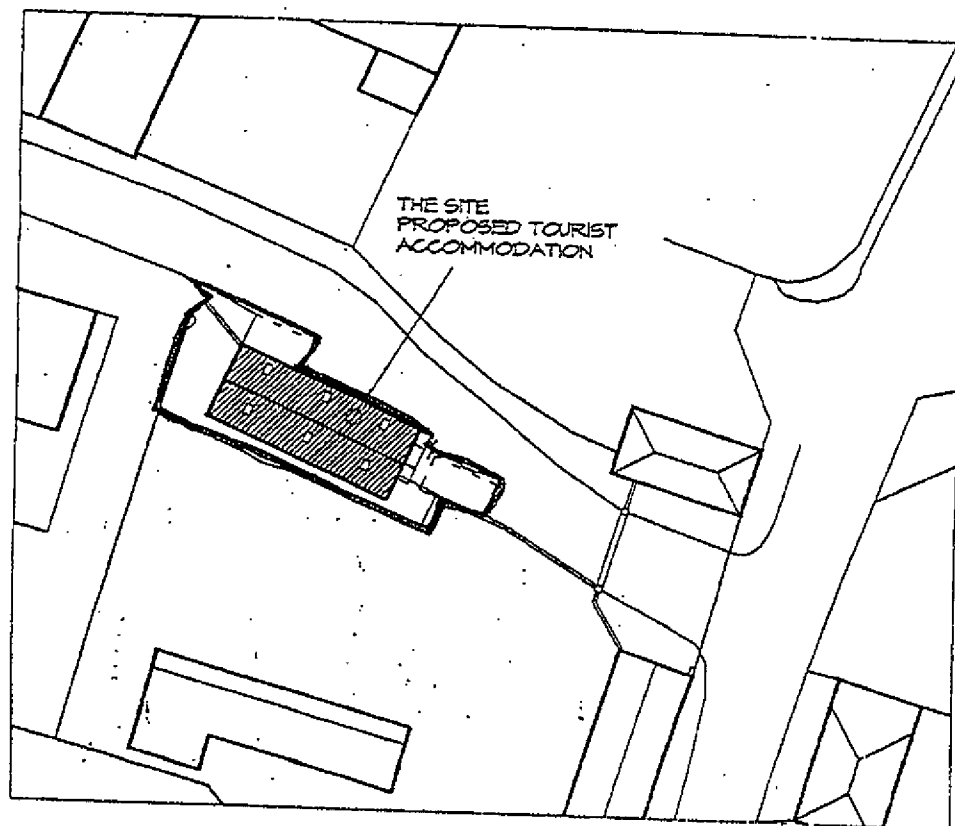
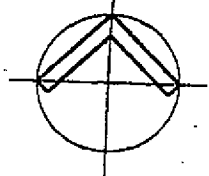
SIGNED AS A DEED
THE OWNER IN THE
PRESENCE OF



SIGNED AS A DEED BY
THE APPLICANT IN THE
PRESENCE OF

SIGNED AS A DEED BY
THE MORTGAGEE IN THE
PRESENCE OF

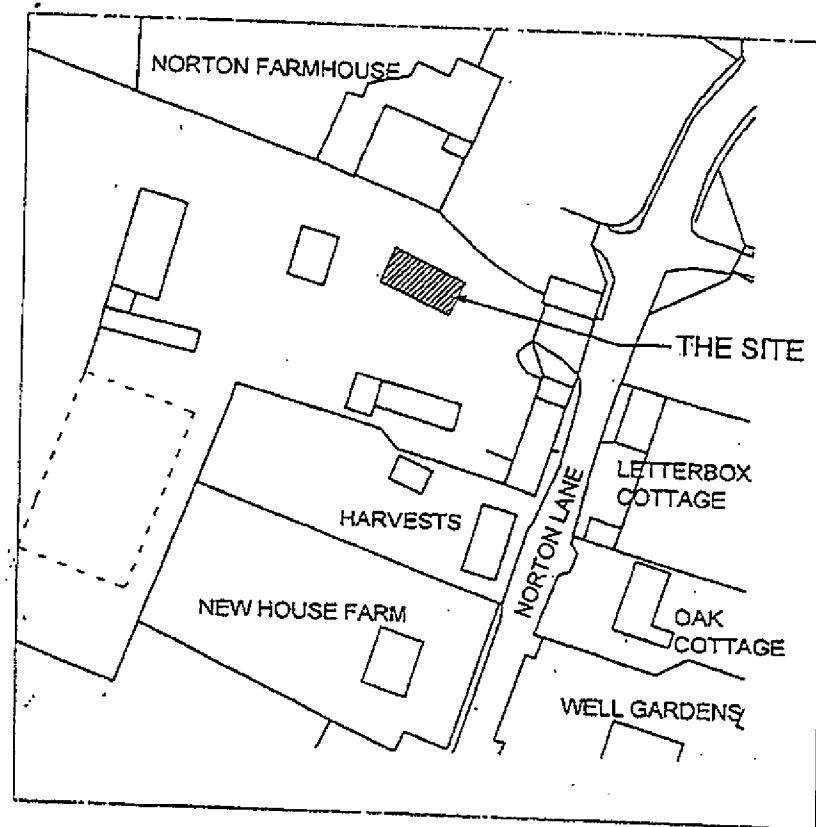
NORTH



BLOCK PLAN - 1:500

Note:

Do not Scale from this Drawing (except for planning approval).
All dimensions are in millimetres and to be checked on site.
All Dimensions relating to subcontractors or suppliers work must be checked and agreed between the main contractor and the sub-contractors and suppliers.



LOCATION PLAN - 1:1250



Appeal Decision

Site visit made on 16 April 2012

by **M O'Rourke BA(Hons) DipTP MRTPI**

an Inspector appointed by the Secretary of State for Communities and Local Government

Decision date: 18 April 2012

Appeal Ref: APP/C3810/D/12/2171492

83 Gravits Lane, BOGNOR REGIS, West Sussex, PO21 5LN

- The appeal is made under section 78 of the Town and Country Planning Act 1990 against a refusal to grant planning permission.
 - The appeal is made by Mr & Mrs Bartek & Marzena Gibowicz against the decision of Arun District Council.
 - The application Ref BR/280/11 was refused by notice dated 5 January 2012.
 - The development proposed is for a side and rear ground floor extension.
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Decision

1. The appeal is allowed and planning permission is granted for side and rear ground floor extension at 83 Gravits Lane, Bognor Regis PO21 5LN in accordance with the terms of the application, Ref BR/280/11, dated 10 November 2011, subject to the following conditions:
 - 1) The development hereby permitted shall begin not later than three years from the date of this decision.
 - 2) The materials to be used in the construction of the external surfaces of the extension hereby permitted shall match those used in the existing building.
 - 3) The development hereby permitted shall be carried out in accordance with the following approved plans: drawings D2 Sheets 1 and 2.
 - 4) Before the first occupation of the extension hereby permitted the window on the west elevation shall be fitted with obscured glass and shall be permanently retained in that condition.

Main issues

2. These are the effects of the proposed development on the character and appearance of No. 83 and on the living conditions of the occupants of No. 85, in terms of their outlook and light.

The National Planning Policy Framework

3. The Council has quoted policies from the Arun District Local Plan in its decision. These predate the National Planning Policy Framework which was published on 27 March 2012. However policies GEN7 and DEV19, relevant to the determination of this appeal, are concerned with achieving good design which is a continuing objective of the Framework and do not conflict with its provisions. For this reason and in the light of the facts of this case, the
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publication of the Framework does not alter my view that the appeal should be determined against the relevant policies of the extant development plan.

Reasons

4. Gravits Lane is in a predominantly residential area and on its southern side is fronted by a mix of houses and bungalows of varying design and size. No. 83 is a two storey semi detached house with a lean to garage at the side with a prefabricated shed behind. The appeal proposal would replace the garage with a side extension under a pitched roof with a maximum ridge height of 5.5m. It would be constructed of materials to match the house and with a 650mm gap to the boundary would maintain the visual separation with No. 85. There is already a variety of extensions, garages and carports at the sides of properties in the street and the proposal would have a limited and acceptable impact on the established spatial character and pattern of the street and would thus accord with policy DEV19 (v) of the Arun District Local Plan.
5. The rear extension would be some 4m deep and would extend the full width of the house and the new side extension. It would be the same depth and of similar height to the extension at the rear of No. 81, its pair, and I am satisfied from what I saw on my visit that it would be acceptable in terms of its siting and scale. The roof of the neighbour's conservatory has a slight pitch, however the appeal extension would have a flat roof and the Council has objected to its unrelieved expanse and what it considers to be its poor quality design.
6. The Council has not referred to any supplementary planning document that gives guidance to householders on the design of extensions and flat roof rear extensions have been permitted recently at No. 89. Alternative pitched roof designs were considered here but were not found to be suitable in construction terms. Any public views of the rear extension would be limited to restricted glimpses down the side of No. 85 beyond the side extension. I conclude that the proposed rear extension would be acceptable in the context of the varied character and appearance of the surrounding development and would not conflict with the objectives of Local Plan policies GEN7 and DEV19 (i) and (ii).
7. No. 85 has a side kitchen window. It looks out across the side driveway to the boundary wall and existing garage and shed of No. 83 with angled views across to the rear garden. There would be a change in outlook with the increased height and depth of development at No. 83. However that development would be set in from the boundary and rather than the current view of the dilapidated garage and shed, the window would face a neat brick wall with a good size gap remaining between the buildings. The window faces south east and having regard to the path of the sun, the relationship between the properties and the single storey height of the rear extension, there would not be an unacceptable adverse impact on the sunlight or daylight that would be enjoyed in that room. I am satisfied therefore that the proposal would comply with the objectives of policy DEV19 (iii) and there would be no material harm to the living conditions of the occupants of No. 85 in terms of their outlook or loss of light.
8. I am imposing conditions to require that the materials match those of the existing building, in the interests of the visual amenity of the area, and that the window in the side elevation is obscure glazed, to protect the privacy of those living at No. 85. For the avoidance of doubt and in the interests of proper planning, a condition is needed detailing the approved plans.

9. I have taken into account all other matters raised but none are of such weight as to override my conclusions, for the reasons given, that the appeal should be allowed.



INSPECTOR

