

1.

THIS DEED is by undertaking and is dated the

29

day of

January 2014

2013 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 by whom it shall be enforceable either jointly or severally

2.

PARTIES

Owner: Graham Patrick Norgate of Four Views Storrington Road Amberley West Sussex BN18 9LX, Clifford George Duggin of 9 Alfriston Close Felpham West Sussex PO22 6QB and David Michael Parker of 31 Furze Road Worthing West Sussex BN13 3BP

ADC Arun District Council Arun Civic Centre Maltravers Road Littlehampton West Sussex BN17 5LF

3.

DEFINITIONS

Land: Freehold land registered at HM Land Registry under Title Number WSX99270 shown for identification only edged red on the attached plan

Application: The application for Planning Permission for the Development submitted by the Owner to ADC under reference number AL/95/13

Development: 3 detached 4-bedroom houses

4.

BACKGROUND

4.1 The Owner is the freehold owner of the Land

4.2 ADC is the local planning authority for the purposes of this deed for the area within which the Land is situated

4.3 The Owner has made the Application to ADC for Planning Permission for the Development

4.4 ADC is minded to grant the Application subject to the making of the payments specified in this Deed which are required under the Act and Planning Policy Guidance to mitigate any ill effects of the Development

5.

CONTRIBUTIONS PAYABLE

5.1 The Owner undertakes with ADC to pay to ADC the amounts hereinafter mentioned at the time and for the purposes hereinafter mentioned that is to say:

Time for Payment ("the Due Date")	Amount	Statutory Function and Purpose
On or before commencement of any part of the Development	£6,624.00	Affordable Housing through the whole of the Arun District

6. LEGAL AND MONITORING COST

6.1 The Owner undertakes with ADC to:-

- [a] pay in addition to the above Contributions
- [b] the sums set out in the table below
- [c] at the time or times set out in the table below and
- [d] for the purposes set out in the table below

Payee	Time for Payment	Amount	Purpose
ADC	Before completion of This Deed	£ [REDACTED]	ADC Legal fees
ADC	On commencement of the Development for the Purposes of the Planning Permission	£ [REDACTED]	ADC Monitoring of compliance with the Deed

6.2 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

6.3 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. INDEX-LINKING

The Owner undertakes 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 deed
- 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 deed
- $\frac{C}{D}$ is equal to or greater than 1

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

8. INTEREST ON PAYMENT

The Owner undertakes with ADC to 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

9. PAYMENT NOTICE

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

10. GENERAL

- 10.1 This Deed is not a Planning Permission or any other form of consent under any other function of ADC
- 10.2 This Deed does not restrict or fetter the statutory powers of ADC
- 10.3 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
- 10.4 This Deed confers no benefit on any Third Party under Contracts (Third Party Rights) Act 1999
- 10.5 This Deed shall apply to the Development as authorised by the Planning Permission or as varied or renewed from time to time
- 10.6 This Deed is a Local Land Charge and shall be registered as such
- 10.7 This Deed will take effect on the grant of Planning Permission for the Development
- 10.8 No covenants or obligations contained in this Deed shall be binding upon any part of the Land that may in future be acquired by a statutory undertaker for the purposes of its undertaking or operational Land as defined in the S262 of the Act

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

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 state 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
AND REFERENCE:

PLANNING OBLIGATION DATE
AND 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 acknowledgement of payment and may prejudice your ability to prove compliance with the planning obligation

If ADC is Payee:

Head of Planning Services
Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF
DX 57406 Littlehampton

If WSCC is Payee:

County Planning Officer
West Sussex County Council
County Hall
Chichester
West Sussex
PO19 1RQ
DX 30330 Chichester

Please answer all the questions. It may

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
 - [c] Amount of contribution
 - [d] Date upon which contribution is due
 - [e] Amount of contribution enclosed
 - [f] Amount of monitoring sum

SIGNED as a Deed by
GRAHAM PATRICK NORGATE
In the

Witness

Full Name **DAVID TATTO**

Address **THORN TREE COTTAGE**
Penny Aunzle Bais shu.
Occupation **Retired.**

SIGNED as a Deed by
CLIFFORD GEORGE DUGGIN
In the presence of:

Witness

Full Name **CLIFFORD DUGGIN**

Address **1 ELM TREE CLOSE**
Bogmore REES PO21 5BF
Occupation **MACHINIST**

SIGNED as a Deed by
DAVID MICHAEL PARKER
In the presence of:

Witness

Full Name **RODERICK DAVIES**

Address **11 BARQUE CLOSE**
LITTLEHAMPTON BN17 6RP
Occupation **RETIRED**