

Planning Application Reference:	A/158/08/
Document Type:	Section 106 Agreement
Date of Agreement:	18th March 2009

NB: Text in bold to be included in free text field.

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Check thoroughly for **names with addresses** and block.

Check **maps** for signatures and block.

Check throughout for **signatures** and block.

Please return original to s106 Monitoring Officer

Date:

18 MARCH

2009

-
- (1) J S BLOOR (NEWBURY) LIMITED [The Owner]
 - (2) ARUN DISTRICT COUNCIL [ADC]
 - (3) WEST SUSSEX COUNTY COUNCIL [WSCC]

Planning Obligation

under Section 106 of the Town & Country Planning Act 1990 and other powers relating to land at
Texaco Petrol Station Station Road Angmering West Sussex BN16 2RB

 **Blake
Lapthorn**

Seacourt Tower
West Way
Oxford
OX2 0FB

Reference: HGL/000330/1589

THIS DEED is by undertaking and is dated 19 March 2009 and is a Planning Obligation for the purposes of Section 106 Town and Country Planning Act 1990 and is made in favour of Arun District Council and West Sussex County Council by whom it shall be enforceable either jointly or severally.

1 PARTIES

This Deed is given by:

- 1.1 **J S BLOOR (NEWBURY) LIMITED** Co Reg No 2162561 of Ashby Road, Measham, Swadlincote, Derbyshire, DE12 7JP (the "Owner");

To:

- 1.2 **ARUN DISTRICT COUNCIL** of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN17 5LF ("ADC"); and
- 1.3 **WEST SUSSEX COUNTY COUNCIL** of County Hall, Chichester, West Sussex, PO19 1RZ ("WSCC")

2 BACKGROUND

- 2.1 The Owner is the registered freehold owner of the land subject to the Planning Application under Title No WSX285645 and being land at Texaco Service Station Road Angmering West Sussex BN18 3RB and shown for identification only edged black on Plan 1 attached.
- 2.2 WSCC is the Strategic Planning Authority and is responsible for Education and for the provision of Fire Infrastructure for the area in which the Land is located by whom the planning obligations created by this Deed are jointly and severally enforceable.
- 2.3 ADC is the Local Planning Authority for the area in which the Land is located by whom the planning obligations created by this Deed are jointly and severally enforceable.
- 2.4 The Owner has made the Planning Application 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.

3 DEFINITIONS

In this Deed the following expressions have the following meanings:

"Application"

means the application for planning permission given reference A/158/08 and made on 19 December 2008 for erection of 11 dwellings with rear parking court and associated landscaping.

"Commencement"

in respect of the Development means the carrying out of the first material operation pursuant to the Planning Permission as defined by section 56 of the Town and Country Planning Act 1990, but not including operation 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, the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly.

"Development"

means development of the Land in accordance with the Planning Permission.

"Education Contribution"

means the sum of £62,447.00 (Sixty two thousand four hundred and forty seven pounds) of which £26,820.00 (twenty six thousand eight hundred and twenty pounds) shall be spent on Primary Education infrastructure, £28,865.00 (twenty eight thousand eight hundred and sixty five pounds) shall be spent on Secondary Education infrastructure and £6,762.00 (six thousand seven hundred and sixty two pounds) shall be spent on Sixth Form School infrastructure, adjusted under clause 7 if necessary and payable for the purposes of the provision of educational services or facilities in the vicinity of the Land;

"Fire Services Contribution"

means the sum of £287.00 (Two hundred and eighty seven pounds) index linked under clause 6 and payable for the purposes of the provision of fire services or facilities in the vicinity of the Land;

"Land"

means that land which is registered at HM Land Registry under title number WSX285645 being the subject of the Application and shown for identification purposes only outlined in red on Plan 1.

"Occupation"

means the use of any of the dwellings hereby permitted for residential accommodation (C3 use class) but for the avoidance of doubt shall not include occupation for the purposes of construction, fitting out or marketing

"Off-Site Play Provision Contribution"

means the sum of £11,000 (Eleven Thousand Pounds) index linked under clause 6 to be used to towards maintaining and / or improving children's play areas within the vicinity of the Land

"Open Space Contribution"

means the sum of £11,000 (Eleven Thousand Pounds) index linked under clause 6 to mitigate the shortfall between the amount of public open space

being provided on the Land and that required by ADC and to be used towards maintaining or enhancing open space within the vicinity of the Development

"Plan 1"

means the plan attached to this Deed and marked as such.

"Planning Permission"

means a planning permission granted in respect of the Application.

4 OWNERS OBLIGATIONS

4.1 The Owner undertakes not to Commence the Development until having paid:

- (a) The Education Contribution and
- (b) The Fire Service Contribution

in each case payment to be submitted under cover of a duly completed payment notice (in the form set out in Schedule 2 to this Deed).

4.2 The Owner undertakes not to permit Occupation until having paid:

- (a) The Off-Site Play Provision Contribution, and
- (b) The Open Space Contribution

in each case payment to be submitted under cover of a duly completed payment notice (in the form set out in Schedule 2 to this Deed).

4.3 Upon Commencement of the Development to send written notice to ADC and WSCC of that event in the form set out in Schedule 1 of this Deed. ||

5 CONDITIONALITY

5.1 This Deed is conditional upon and will not take effect until:

- (a) the Planning Permission and
- (b) Commencement of the Development

5.2 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development. ||

5.3 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site but

without prejudice to liability for any subsisting breach arising prior to parting with such interest.

- 5.4 This Deed shall not be enforceable against owner-occupiers or tenants of dwellings constructed pursuant to the Planning Permission nor against those deriving title from them.

6 INDEX LINKING

Where a contribution under this Deed is expressed to be Index Linked then the sum payable shall be increased (but not decreased) by an amount equal to the proportionate increase in the All-In Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors between the quarter preceding the date of this Deed and the quarter preceding the date of payment of the contribution.

7 EDUCATION ADJUSTMENT

If the Commencement of Development occurs after 31 March 2009 then the Education Contribution shall be recalculated in accordance with the following formula:

Number of Primary Pupil Places (2.08) + Secondary Pupil Places (1.48) + 6th Form Pupil Places (0.32) X Cost Multiplier

And the Costs Multiplier shall be the DfCSF average build cost multiplier for primary schools and secondary schools and sixth form schools where this has been newly published in the financial year in which the education contribution is paid but where this has not been newly published in the financial year in which the Education Contribution is paid the Education Contribution shall be increased by an amount equal to the proportionate increase in the All-In Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors between the quarter preceding the date of this Deed and the quarter preceding the date of payment of the Education Contribution.

8 INTEREST

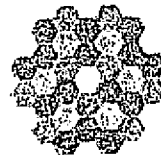
- 8.1 The Owner undertakes with ADC and WSCC to pay interest on sums due to ADC and WSCC under this Deed from the date such payments fall due under the terms of this Deed until actual payment at a rate 4% above the Bank of England base rate from time to time.

9 COSTS

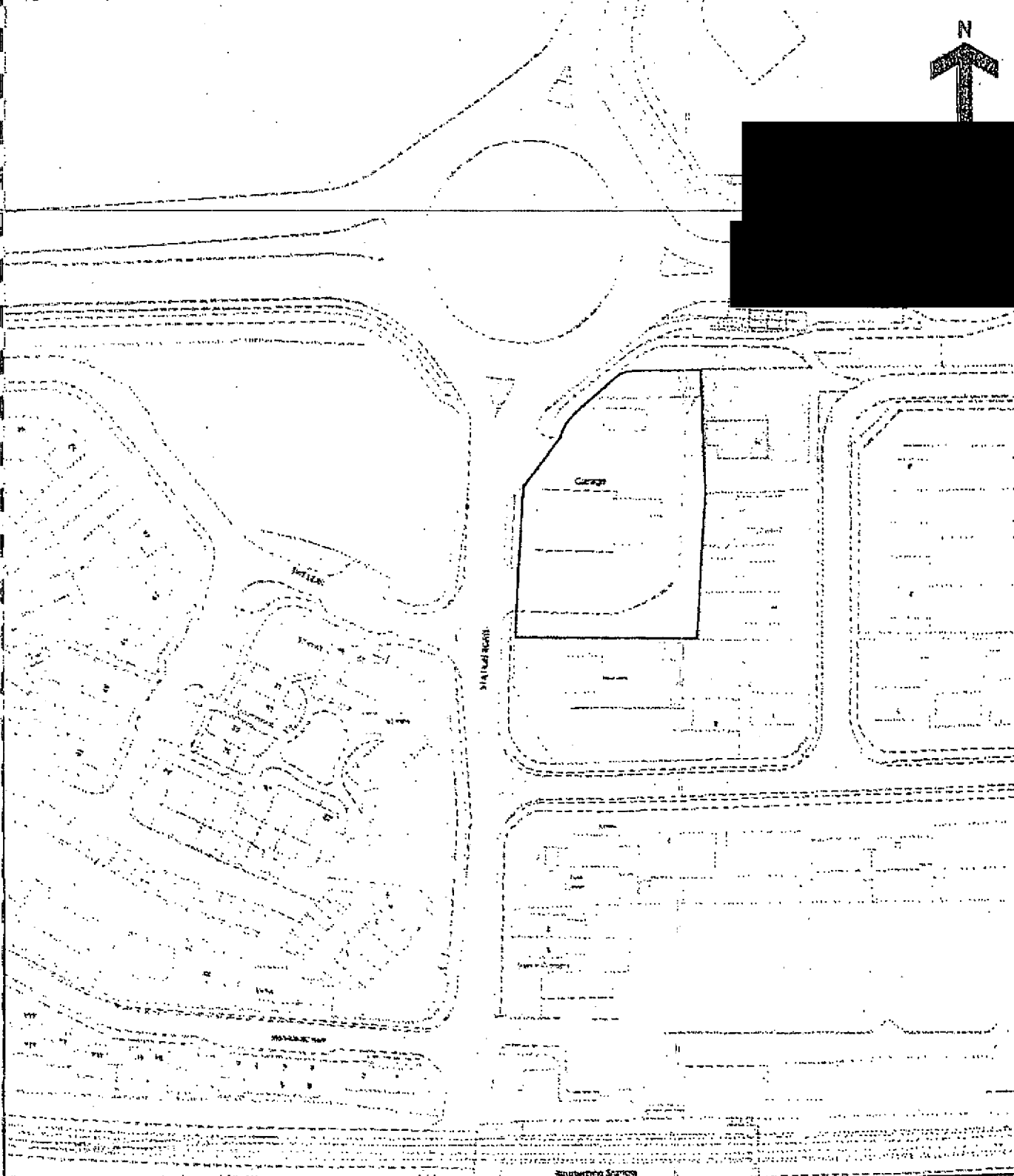
- 9.1 The Owner undertakes with ADC and WSCC to pay the reasonable legal costs of ADC and WSCC in entering into this Deed limited to £750 (seven hundred and fifty pounds).

Land Registry
Official copy of
title plan

Title number **WSX285645**
Ordnance Survey map reference **TQ0603SE**
Scale **1:1250**
Administrative area **WEST SUSSEX: ARUN**



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10 GENERAL

- 10.1 This Deed is not a Planning Permission or any other form of consent under any other function of ADC or WSCC.
- 10.2 This Deed does not restrict or fetter the statutory powers of ADC or WSCC.
- 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 by ADC.

THIS DEED is signed by J S Bloor (Newbury) Limited as a Deed on the date first appearing.

Schedule 2

Payment Notice

Payment of Monies due under Section 106 Planning Obligation/Agreement

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	
[c]	Amount of contribution	
[d]	Date upon which contribution is due	
[e]	Amount of contribution enclosed	

SIGNED AND DELIVERED AS A DEED
by J S BLOOR (NEWBURY) LIMITED
acting by

Director
AUTHORISED SIGNATORY

Director/Secretary

AUTHORISED SIGNATORY

