

ARUN DISTRICT COUNCIL BE/02/17/OUT

DATED 22 December 2017

ARUN DISTRICT COUNCIL (1)
and
WEST SUSSEX COUNTY COUNCIL (2)
and
DAVID WINSTON LANGMEAD (3)
and
LANDLINK ESTATES LIMITED (4)

SECTION 106 AGREEMENT

relating to
Land at Salt Box site, off Rowan Way, Bognor Regis, West Sussex

West Sussex County Council
County Hall
West Street
Chichester
West Sussex
PO19 1RQ

Date: 22 December

2017

PARTIES:

1. **ARUN DISTRICT COUNCIL** of Maltravers Road, Littlehampton, West Sussex, BN17 5LF (hereinafter called "the District Council")
2. **WEST SUSSEX COUNTY COUNCIL** of County Hall, Chichester, West Sussex PO19 1RQ
3. **DAVID WINSTON LANGMEAD** of Ham Fam, Main Road, Bosham, Chichester, West Sussex, PO18 8EH (hereinafter called "the Owner")
4. **LANDLINK ESTATES LIMITED** Company Registration Number 02804694 whose registered office is situated at Ham Farm, Main Road, Bosham, Chichester, West Sussex, PO18 8EH (hereinafter called "the Developer")

WHEREAS

1. The District Council is the Local Planning Authority for the area in which the Land is situated.
2. The County Council is the County Planning Authority and the Highway Authority for the area in which the Land is situated
3. The Owner is the owner of the freehold of the Land which land is unencumbered
4. The Developer has made the Application and is proposing to carry out the Development.
5. The Owner and the Developer have agreed to enter into this Agreement with the District Council and the County Council and have agreed to comply with the terms and conditions contained herein.
6. The District Council has resolved that subject to the completion of this Agreement Planning Permission be granted subject to the conditions for the Development
7. This Agreement is made by way of deed.

ARUN DISTRICT COUNCIL BE/102/17/OUT

NOW THIS DEED WITNESSETH as follows:

1. Interpretation

- 1.1 In this Agreement unless otherwise stated the following expressions shall where the context so admits have the following meanings:

"All Requisite Consents" means all requisite consents orders agreements authorisations licences and permissions required to implement a Scheme;

"the 1990 Act" shall mean the Town and Country Planning Act 1990 (as amended);

"the Application" means an application for planning permission made to the District Council and under reference number BE/102/17/OUT;

"Commencement of the Development" shall mean the date on which the operations authorised by the Planning Permission are begun as defined in section 56 of the 1990 Act and Commence shall be construed accordingly;

"the Development" shall mean the development authorised by the Planning Permission;

"the Highway Works" shall mean provision of the following on the existing public highway:

Off-site highway works to provide new access into the site from the Shripney Road roundabout and associated works to street lighting, signage and highway drainage, including all necessary service diversions.

and shown indicatively on the Plan 2 annexed to this Agreement;

"the Highway Works Scheme" shall mean a scheme in respect of the Highway Works and delivered in accordance with clauses 3.4 – 3.8 of this Agreement;

"the Land" shall mean land at Salt Box site, off Rowan Way, Bognor Regis registered under Title Number WSX285386 shown edged red on Plan 1;

" Plan 1" shall mean the plan annexed hereto and marked Plan Number 1;

PLAN NUMBER 1

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LIST OF INFORMANTS
Ordnance Survey - Masterplan - Licence No. 100019960

KEY:

APPLICATION
SITE BOUNDARY

REVISIONS	DATE	DRN	REV
REVISED TO SHOW SITE AS EXISTING	06.08.17	HA	A
REVISED TO SHOW ROAD NAMES	14.08.17	HA	B



21369/10/12/14

1
P05
P05 - SITE LOCATION PLAN
1: 2500



0m 25m 50m 75m 100m 125m

VISUAL SCALE 1:2500 @ A3

MountfordPigott
SITE LOCATION PLAN

1744 - P05 - B
1: 2500 @ A3
DRAWN BY: HA
07/08/17

"Plan 2" shall mean the plan annexed hereto and marked Plan Number 2;

"the Planning Permission" shall mean a planning permission to be granted by the District Council in respect of the Application;

"Scheme 1" means accessibility improvements on the A29 and A259 in the vicinity of the development that includes the provision of improved foot/cycleways including crossing facilities on the A29 Shripney Road and A259 Rowan Way.

"Scheme 2" means highway capacity mitigation measures on the local highway network as set out in the Arun Transport Study 2016 Stage 3, in particular the A29/A259 Felpham Relief Road Roundabout;

"the Specified Date" shall mean the Commencement of Development;

"the Transport Contribution" shall mean the sum of £197,500 comprising One Hundred and Thirty Two Thousand Five Hundred (£132,500) pounds to be used towards Scheme 1 and Sixty Five Thousand pounds to be used towards Scheme 2.

- 1.2 Words importing the singular includes the plural and vice versa
- 1.3 References to clauses sub clauses recitals annexes and schedules are unless otherwise stated references to clauses sub clauses recitals annexes and schedules to this Agreement
2. Statutory Provisions
 - 2.1 This Agreement is made pursuant to Section 106 of the Act Section 1 of the Localism Act 2011 Section 111 of the Local Government Act 1972 and all other powers and the obligations contained herein are planning obligations for the purposes of Section 106 of the Act and are entered into by the Owner with the intention that they bind the Owner's respective interests in the Land and those of his successors and assigns
 - 2.2 This Agreement shall have full force and effect from the date hereof

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- NOTES**
1. Do not scale from this drawing
 2. All details to be confirmed on site.
 3. Background plan is based upon composite survey provided by Shaw Colegate's Land and Building Surveyors, and architects site plan supplied by Mountford Pigott drawing no - 1744_F2B_01.
 4. Mechanical handling equipment to be used with materials in excess of 20 kg.



- KEY**
- S278 WORKS
- VERGE
 - CARRIAGEWAY
 - FOOTWAY/CYCLEWAY

FOR APPROVAL

B	Date/Issued: signed normal	16.10.17	AK	AK
A	Used amended: Key used	20.08.17	AK	AK
NL	Revision Note:	Date:	By:	Checked:

AMENDMENTS

ADL
TRAFFIC
HIGHWAYS

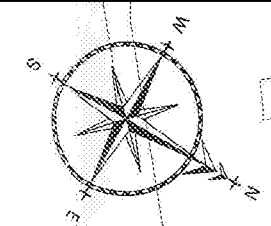
Traffic & Highways Engineering Ltd.
ADL House
The Oaklands Business Park
Yate, Bristol
BS37 5NA
Tel : 01454 932100
Fax : 01454 327983
E-Mail : hcad@adlhighways.co.uk

No H1194

Saltbox
Bognor Regis

Off-site Highway Works
General Arrangement

Date	20.09.17	Drawn	JW
Checked	-AMC	Date	20.08.17
Scale	1:500 @ A1	Orig No	H1194-101
		Rev	B



2.3 The Planning Obligations contained in this Deed are enforceable by the County Council

3. The Owner's covenants

3.1 The Owner hereby covenants with the County Council on the Specified Date to pay to the County Council the Transport Contribution

3.2 The Owner hereby covenants with the County Council not to Commence the Development before the Transport Contribution shall have been paid

3.3 It is hereby acknowledged for the avoidance of doubt and without prejudice to the above that the County Council is authorised to apply the Transport Contribution to compensate it for all work done by the County Council's employees servants agents or contractors (in all cases at fair and proper rates) in discharging its obligations under this Agreement including without limitation the processing and obtaining of All Requisite Consents and the supervision and design of the implementation of a Scheme and any necessary advertisements.

Highway Works Scheme

3.4 To undertake a stage 2 and stage 3 safety audit in respect of the Highway Works

3.5 Not to commence the Development until a Highway Works Scheme has been submitted to and approved in writing by the County Council provided that where a Highway Works Scheme is submitted to the County Council which is not approved a revised Highway Works Scheme shall, within 14 days of receipt of notice in writing from the County Council that the previous Highway Works Scheme is not approved, be submitted to the County Council for approval

3.6 Once the County Council has approved a Highway Works Scheme (the "Approved Highway Works Scheme") to obtain All Requisite Consents including without limitation entering into a Section 278 and/or Section 38 Agreement with the County Council

3.7 After All Requisite Consents have been obtained to carry out in full the Approved Highway Works Scheme and to complete the Highway Works to the satisfaction of the County Council

- 3.8 Not without the consent of the County Council to allow First Occupation of any Dwelling until the works under the Approved Highway Works Scheme have been completed to the satisfaction of the County Council

4. The County Council's Covenants

- 4.1 The County Council covenants with the party that pays the Transport Contribution that upon receipt of the Contribution it will hold it in a separately identified interest bearing section of the County Council's combined accounts
- 4.2 The County Council covenants with the party that pays the Transport Contribution to issue to them within ten years of the date of receipt of the Transport Contribution an account certified by the Director of Finance Performance and Procurement and Assurance for the time being of the County Council detailing the schemes on which the Transport Contribution has been expended by the County Council
- 4.3 If or to the extent that the Transport Contribution shall not have been spent at the date of the accounts referred to in Clause 4.2 above the County Council shall on such date refund to the party that pays the contribution any unexpended part thereof together with compound interest thereon from the date of receipt of the Contribution as provided for in clause 3.1 above to the date of repayment at the base lending rate of the HSBC Bank applicable at the date of repayment calculated on a day to day basis
- 4.4 If at the date referred to in Clause 4.2 the County Council shall have entered into a contract or other legally binding obligation to expend the Transport Contribution or part thereof for the purposes specified then the County Council shall not be required to refund any part of the Transport Contribution required for that purpose but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the contribution in the manner set out in Clause 4.2 hereof and refund any unexpended part of the Transport Contribution in the manner set out in Clause 4.3 hereof.

5. Interest

- 5.1 The Owner agrees with the County Council to pay interest on the sums due to the County Council under this Agreement but not paid on the Specified Date from the

Specified Date until actual payment at 4% above base lending rate of the Bank of England

6. Local Land Charge

6.1 This Agreement is a Local Land Charge and shall be registered as such by the District Council

7. Contracts (Rights of Third Parties) Act 1999

7.1 For the avoidance of doubt it is hereby agreed and declared that:

- (a) nothing in this Agreement shall be construed as expressly providing a right for any third party within the meaning of the Contracts (Rights of Third Parties) Act 1999; and
- (b) nothing in this Agreement is intended to confer any benefit on any third party (whether referred to herein by name class description or otherwise) or any right to enforce a term contained in this Agreement

8. Costs

8.1 The Developer covenants with the District Council to pay their legal costs involved in the completion of this Agreement in the sum of £540.00

8.2 The Developer covenants with the County Council to pay their legal costs involved in the completion of this Agreement in the sum of £1,000.00

IN WITNESS whereof this document has been duly executed as a Deed.

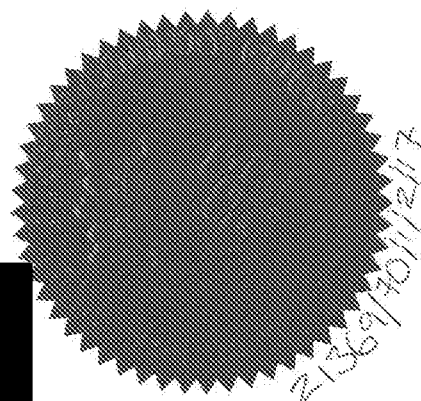
The COMMON SEAL of)
ARUN DISTRICT)
COUNCIL was hereunto affixed)
in the presence of:)

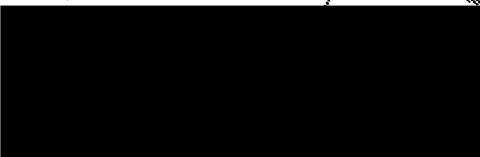


Minute 343
Development Control
13.12.2017

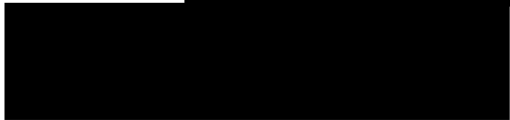

Authorised Signatory

The COMMON SEAL of)
WEST SUSSEX COUNTY COUNCIL)
was hereunto affixed)
in the presence of:)



Authorised S 

EXECUTED as a Deed
By DAVID WINSTON LANGMEAD 

in the presence of: 

Witness:

Megan Casebow
Landlink Estates Ltd
Ham Farm, Main Road
Bosham, West Sussex
PO18 8EH
Graduate Estate Surveyor

EXECUTED as a Deed
By LANDLINK ESTATES LIMITED

Acting by:

Director

Secretary

