

DATED THIS 30th DAY OF July 2019

- (1) **ARUN DISTRICT COUNCIL**
- (2) **WEST SUSSEX COUNTY COUNCIL**
- (3) **DAVID WINSTON LANGMEAD**
- (4) **LANDLINK DEVELOPMENTS 1 LTD**

Agreement pursuant to Section 106 of
the Town and Country Planning Act 1990
relating to land at Salt Box Field, off
Rowan Way, Bersted, Bognor Regis,
West Sussex PO22 9NW
Planning ref: BE/135/18/PL

Arun District Council
Maltravers Road
Littlehampton
West Sussex
BN17 5LF
DX 57406 LITTLEHAMPTON

Ref: CMS7225

Date: 30th July

2019

PARTIES:

1. **ARUN DISTRICT COUNCIL** of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN17 5LF ("the Council")
2. **WEST SUSSEX COUNTY COUNCIL** of County Hall, West Street, Chichester, West Sussex, PO19 1RQ ("the County Council")
3. **DAVID WINSTON LANGMEAD** of Ham Farm, Main Road, Bosham, Chichester, West Sussex, PO18 8EH ("the Owner")
4. **LANDLINK DEVELOPMENTS 1 LTD** Company Registration No. 11281423 whose Registered Office is situated at Ham Farm, Main Road, Bosham, Chichester, West Sussex, PO18 8EH ("the Applicant")

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 Local Highway Authority for the area in which the Land is situated
3. The Owner is registered as freehold owner of that part of the Site at HM Land Registry comprised in the title number WSX285386
4. The Applicant has made the Application and is proposing to carry out the Development
5. The Owner and the Applicant 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 therein.
6. This Agreement is made as a Deed

NOW THIS DEED WITNESSETH as follows:

1. Interpretation

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

- | | | |
|-----|--------------------------|---|
| 1.1 | " Act" | means the Town and Country Planning Act 1990 as amended |
| 1.2 | "All Requisite Consents" | means all requisite consents orders agreements authorisations licences and permissions required to implement a scheme |
| 1.3 | "Application" | means an application in respect of the |

Land for the Development and given Council reference BE/135/18/PL for Hybrid application comprising of outline application for the principle of employment uses B1-B8. Full application for Class B8 warehouse with fuel island & car parking (Unit 2), 2 No. Class B1/B8 employment units with associated parking & servicing (Units 6 & 7), Class A1 retail food store with car parking & servicing (Unit 8), 2 No. drive thru units with car parking & servicing (Units 4 & 5), car showroom, workshops (Including MOT testing), vehicle storage, external display areas, service areas & parking (Unit 9) together with access roads, associated ground & engineering works, landscaping & ancillary works

- | | | |
|-----|-----------------------|--|
| 1.4 | “CIL Regulations” | means the Community Infrastructure Regulations 2010 (as amended) |
| 1.5 | “Commencement” | means the carrying out of a material operation as defined in section 56(4) of the Act in respect of the Development but excluding for the purposes of this Agreement and for no other purpose) any operation relating to works of investigations in respect of land contamination or remedial action in respect thereof enabling works site clearance archaeological investigations and digs exploratory boreholes operations permitted by the Town and Country Planning General Permitted Development) Order 1995 the erection of hoardings and fencing temporary diversion of services and signage (including the formation of temporary construction accesses) and "Commence " shall be construed accordingly |
| 1.6 | “Commencement Notice” | Means the written Notice confirming the Operative Date in accordance with clause 15 |
| 1.7 | “the Development” | means the development of the Land as authorised by the Planning Permission |

- 1.8 "First Occupation" means beneficial occupation for any use for which the Proposed Development was designed other than occupation for the purposes of construction, fitting out or marketing
- 1.9 "Highways Contribution" means a financial contribution of £197,500.00 (one hundred and ninety seven thousand , five hundred pounds) payable to the County Council in accordance with paragraph 2 of the First Schedule of this Agreement towards:
- a) £132,500.00 (one hundred and thirty two thousand five hundred pounds) towards accessibility improvements on the A29 (Shripney Road) and A259 (Rowan Way) in the vicinity of the Land that includes the provision of improved foot/cycleways including crossing facilities on the A29 and the A259; and
 - b) £65,000.00 (sixty-five thousand pounds) towards the A29/A259 Felpham Relief Road Roundabout improvement scheme, as set out in the Arun Transport Study 2016 Stage 3.
- 1.10 "Highway Works" means the provision of the following off-site existing public highway works:
- 1) to provide new access into the Land from the Shripney Road roundabout associated works to street lighting, signage and highway drainage including all necessary service diversions
 - 2) to provide a cycleway on the west side of the A29 from the Felpham Relief Road roundabout northwards into the development including associated works to street lighting, signage and highway drainage including all necessary service diversions
- to be delivered in accordance with the Highway Works Scheme

- 1.11 "Highway Works Scheme" means a scheme prepared by the Owner or Applicant, to include drawings, giving details of the improved Highway Works and how they are to be delivered by the Owner or Applicant in accordance with Paragraph 1 the First Schedule of this agreement
- 1.12 "Index" means the "All Items" index figure of the Index of Retail Prices published by the Office for National Statistics or any successor government office, ministry or department
- 1.13 "Index Linked" means such increase to sums payable to the County Council 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 Agreement and the quarter preceding the date of payment of the relevant contribution to the County Council as set out in Clause 12 of this agreement.
- 1.14 "Interest Rate" means the rate 4% above the Bank of England base rate applicable at the date the relevant contribution under this Agreement is paid
- 1.15 "Land" means land known as Land at Salt Box Field off Rowan Way, Bersted, Bognor Regis PO22 9NW shown for purpose of identification edged red on the Plan attached hereto as Appendix 1 and being registered at the Land Registry under the title numbers WSX285386
- 1.16 "Operative Date" means the date the of Commencement of the Development
- 1.17 "Owner" Means David Winston Langmead and includes their respective successors in title
- 1.18 "Planning Permission" means a planning permission for the Development granted pursuant to the Application

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|------|-------------------------|--|
| 1.19 | “Planning Authority” | means the Council and the County Council |
| 1.20 | “Section 278 Agreement” | means an agreement or agreements under section 278 of the Highways Act, 1980 between the Owner or the Applicant and the County Council relating to the Highway Works |
| 1.21 | “Section 38 Agreement” | means an agreement or agreements under section 38 of the Highways Act, 1980 between the Owner or the Applicant and the County Council relating to the Highway Works |
| 1.22 | “Unit” | means any unit to be constructed on the Land pursuant to this Permission. |
| 1.23 | “Working Day” | means any day excluding Saturday or Sunday or any bank or public holiday or any day between Christmas Eve and New Year’s Day which would otherwise be a Working Day |

2. INTERPRETATION

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|-----|---|
| 2.1 | Clause headings shall not affect the interpretation of this Deed. |
| 2.2 | A “ person ” includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality). |
| 2.3 | A reference to a “ company ” shall include any company, corporation or other body corporate, where and however incorporated or established. |
| 2.4 | Unless the context otherwise requires, words in the singular shall include the plural and vice versa. |
| 2.5 | Unless the context otherwise requires a reference to one gender shall include a reference to other genders. |
| 2.6 | A reference to any party shall include that party’s representatives, successors and permitted assigns and to any person deriving title through or under the party and in the case of the Council and the County Council the successors to their respective statutory functions. |
| 2.7 | Unless the context otherwise requires a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. |

- 2.8 Unless the context otherwise requires a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 2.9 A reference to “writing” and “written” does not include fax or email.
- 2.10 References to clauses and Schedules are to the clauses and schedules of this deed
- 2.11 An obligation on a party not to do something includes an obligation not to allow that thing to be done
- 2.12 Any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 2.13 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually

3. LEGAL BASIS

- 3.1 This Deed is made under Section 106 of the Act Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011.
- 3.2 The covenants, restrictions and requirements imposed upon the Owner and/or Applicant under this Deed create planning obligations under Section 106 of the Act and are enforceable by the Council and the County Council as appropriate in accordance with Section 106 of the Act as local planning authorities against the Owner and/or Applicant.

4 CONDITIONALITY

- 4.1 This Deed is conditional upon:
 - 4.1.1 the grant of the Planning Permission
 - 4.1.2 the Commencement of the Development,save for the provisions of Clauses 4, 7.1, 7.2, 10,13,15 and 16 which shall come into effect immediately upon completion of this Deed.
- 4.2 In the event that the Application or any Planning Condition is subject to an appeal then each Planning Obligation in this Deed is also conditional upon:

4.2.1 The Secretary of State or the planning inspector deciding the appeal being satisfied that it is:

4.2.1.1 Necessary to make the Development acceptable in planning terms; and

4.2.1.2 Directly related to the Development; and

4.2.1.3 Fairly and reasonably related in scale and kind to the Development; and

4.2.1.4 Complies, in all other respects with Regulation 122 of the CIL Regulations

4.2.2 In the event that the Secretary of State or the planning inspector deciding the appeal expressly states in his Decision Letter that any individual planning obligation within the Deed is not compliant with the CIL Regulations and/or the NPPF or is immaterial to the grant of the Planning Permission and that no weight has been given to the same in reaching his decision then that planning obligation or those planning obligations will cease to have effect and shall be void for the purposes of this Deed and shall have no effect and the Owner and Applicant shall not be obliged to comply with the terms of that obligation and the remaining clauses will remain in full force and effect provided that severance is achievable.

4.3 In the event that the Council or the County Council adopt a charging schedule under the CIL Regulations prior to Planning Permission being granted, the Owner and Applicant shall be released any of the obligations in this Deed that relate to an item or project included on the Council and/or County Council's regulation 123 list of infrastructure.

5 THE OWNERS' AND APPLICANTS COVENANTS

5.1 The Owner and Applicant covenant with the Council and County Council so as to bind the Land to perform the obligations as set out in First Schedule.

5.2 The Owner and Applicant covenants with the Council and County Council to provide a Commencement Notice at least 10 working days before the Operative Date

6 THE COUNTY COUNCIL'S COVENANTS

6.1 The County Council covenants with the Owner and Applicant and the Council as set out in the Second Schedule.

7 MISCELLANEOUS

- 7.1 The Owner or Applicant shall pay to the Council on completion of this Deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed in the sum of £3,000.00
- 7.2 The Owner or Applicant shall pay to the County Council on completion of this Deed the reasonable legal costs of the County Council incurred in the negotiation, preparation and execution of this Deed in the sum of £1,500.00.
- 7.3 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 7.4 This Deed shall be registrable as a local land charge by the Council.
- 7.5 Where the agreement, approval, consent or expression of satisfaction is required by the Owner or Applicant from the Council or the County Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
- 7.6 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall at the Owner's and/or Applicant's request effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 7.7 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 7.8 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.
- 7.9 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 7.10 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council or the County Council under all statutes by laws statutory instruments orders and regulations in the exercise of their functions as a local authority

8 EXCLUSIONS OF LIABILITY

- 8.1 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 Land, or such part of the Land to which the breach relates, but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 8.2 No person shall be liable for any breach of any of the Planning Obligations or other provisions of this Deed which relate to a part of the Land in which it does not have an interest.
- 8.3 This Deed shall not be enforceable against any owner, occupier or tenant of any Unit constructed pursuant to the Planning Permission, or their mortgagees, nor against those deriving title from them.
- 8.4 This Deed shall not be enforceable against any occupier, or resident or any mortgagee, chargee or receiver.
- 8.5 The obligations in this Deed shall not bind or be enforceable against any statutory undertaker who has or takes in future an interest in the Site for the purpose of providing apparatus pursuant to its statutory undertaking for the Development or against Network Rail in the event that part of the Land is transferred to Network Rail pursuant to the provisions of this Deed
- 8.6 Any legal charge entered into in respect of the Land or any part of the Land after this Deed has been completed shall take effect subject to this Deed PROVIDED THAT the mortgagee under such a legal charge shall have no liability under this Deed unless it causes the breach after it becomes a mortgagee in possession of the land comprised in the legal charge and the mortgagee shall not be liable for any breach of this Deed that occurs prior to the mortgagee taking possession of the land

9 WAIVER

No waiver (whether expressed or implied) by the Council, County Council Owners or Applicant of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council, County Council Applicant or the Owners from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

10 CHANGE IN OWNERSHIP

The Owner agrees with the Council and County Council to give the Council and County Council immediate written notice of any change in ownership of

any of its interests in the Land occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Land or Unit of occupation purchased by reference to a plan provided that the Owner shall not be required to give notice to the Council and County Council of any change of ownership affecting a Unit.

11 FUTURE SECTION 73 CONSENTS

- 11.1 Subject to clauses 11.2 to 11.5 below, if any Section 73 Consent is granted after the date of this Deed:
- 11.1.1 the obligations in this Deed shall relate to and bind such Section 73 Consent; and
 - 11.1.2 the definitions of Planning Application, Development and Planning Permission (other than for the purposes of clause 1) shall be construed to include reference to (respectively) the planning application for the Section 73 Consent the development permitted by the Section 73 Consent and the Section 73 Consent itself;
- 11.2 nothing in this clause shall fetter the discretion of the Council in determining any planning application for a Section 73 Consent and the appropriate planning obligations required in connection with the determination of the same;
- 11.3 to the extent that any of the obligations in this Deed have already been discharged at the date that a Section 73 Consent is granted they shall remain discharged for the purposes of the Section 73 Consent;
- 11.4 the provisions of this clause 12 shall not apply to any Section 73 Consent which necessitates or requires amendments to the substantive terms or obligations of or contained within this Deed; and
- 11.5 the Council reserves the right to insist upon the completion of a separate planning obligation by deed of agreement in connection with any Section 73 Consent if the Council (acting reasonably) considers it necessary to do so.

12 INDEX LINKED

- 12.1 Unless there is an express provision to the contrary the Owner and Applicant agree with the Council that any sum payable by the Owners and referred to in Schedule 1 shall be increased by the application of the following formula:

$$A = (B \times C)$$

D

Where A is the sum actually payable on the Specified Date
B is the original sum mentioned in this Deed
C is the RPI Index for the month two months before the Specified Date
D is the RPI Index for the month two months before the date that Planning Permission is granted
C/D is equal to or greater than 1

12.2 Unless there is an express provision to the contrary the Owner and Applicant agree with the County Council that any sum payable by the Owner and referred to in Schedule 1 shall be increased by the application of the following formula:

$$A = B \times C/D$$

Where A is the sum actually payable on the Specified Date
B is the original sum mentioned in this Deed
C is the BCIS Index for the quarter preceding the Specified Date
D is the BCIS Index for the quarter preceding the date that Planning Permission is granted
C/D is equal to or greater than 1

12.3 Where reference is made to an index (including the RPI Index and the BCIS Index) and that index ceased to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this Deed) or in the event the index is not replaced to an alternative reasonably comparable basis or index as the Council or the County Council (as applicable) shall advise the Owner and Applicant in writing.

13 INTEREST

If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment.

14 VAT

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

15 NOTICES

- 15.1 A notice or other communication to be given under or in connection with this deed must be in writing and must be:
 - 15.1.1 delivered by hand; or
 - 15.1.2 sent by pre-paid first class post or other next working day delivery service.
- 15.2 Any notice or other communication to be given under this deed must be sent to the relevant party as follows:
 - 15.2.1 to the Council at: Arun Civic Centre Maltravers Road, Littlehampton, West Sussex BN17 5LF marked for the attention of the Planning Department and quoting the Planning Application number;
 - 15.2.2 to the County Council at Monitoring and Records Team, Strategic Planning Division, County Hall, West Street, Chichester, West Sussex, PO19 1RQ quoting the Planning Application number;
 - 15.2.3 to the Owner at: Ham Farm, Main Road, Bosham, Chichester, West Sussex, PO18 8EH
 - 15.2.4 to the Applicant at: Ham Farm, Main Road, Bosham, Chichester, West Sussex, PO18 8EH

or at such other address as the relevant party shall specify by notice to the other parties
- 15.3 Any notice or other communication given in accordance with clause 15.1 and clause 15.2 will be deemed to have been received:
 - 15.3.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the address provided that if delivery occurs before 9 am on a Working Day, the notice will be deemed to have been received at 9 am on that day, and if delivery occurs after 5 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9 am on the next Working Day;
 - 15.3.2 if sent by pre-paid first class post or other next working day delivery service at 9 am on the second Working Day after posting.
- 15.4 A notice or other communication given under this deed shall not be validly given if sent by email.
- 15.5 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

16 JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the non-exclusive jurisdiction of the courts of England.

17 DELIVERY

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

FIRST SCHEDULE

The Owner and Applicant covenants with the Council and County Council as follows:

1 HIGHWAY WORKS SCHEMES

- 1.1 To undertake a Stage 2 and 3 Safety Audit in respect of the Highway Works
- 1.2 Not to commence the Proposed 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.
- 1.3 Once the County Council has approved 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.
- 1.4 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.
- 1.5 Not to cause allow or permit the First Occupation of any Unit until such Highway Works have been completed to the satisfaction of the County Council.

2 Highways Contribution

- 2.1 Prior to the First Occupation of any Unit or use proposed to pay to the County Council the Highways Contribution.
- 2.2 Not to allow cause or permit the First Occupation of any Unit or use proposed until the Highway Contribution has been paid to the County Council.

SECOND SCHEDULE

County Council Covenants

The County Council covenants with the Owner and Applicant as follows:

1 Highways Contribution

- 1.1 Upon receipt of the Highways Contribution under paragraph 2 of the First Schedule it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified by this Deed in the vicinity of the Site.
- 1.2 Upon written request on or after ten (10) years of the date of receipt of the Highways Contribution to issue to the party that paid the Highway Contribution an account certified by the Director of Finance, Performance and Procurement for the time being of the County Council detailing how the Highways Contribution has been expended by the County Council.
- 1.3 If or to the extent that any of the Highways Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 1.2 above the County Council shall on such date refund to the party that paid the Highways Contribution any unexpended part of any of Highways Contribution together with compound interest on the unexpended part(s) from the date of receipt by the County Council of the Highways Contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.
- 1.4 If at the end of the period referred to in paragraph 1.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Highways Contribution or part thereof for the purposes specified in paragraph 1.1 then the County Council shall not be required to refund any part of the Highways Contribution required for those purposes 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 Highways Contribution in the manner set out in paragraph 1.2 of this Schedule and refund any unexpended part of the Highways Contribution in the manner set out in paragraph 1.3 of this Schedule

APPENDIX 1

Plan

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LIST OF INFORMANTS
 Ordnance Survey - Masterplan - Licence No. 100019880

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



KEY:

----- APPLICATION SITE BOUNDARY

1 P05 - SITE LOCATION PLAN
 1 : 2500



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

VISUAL SCALE 1:2500 @ A3

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

THIS DOCUMENT HAS BEEN EXECUTED AS A DEED and takes effect on the date stated at the beginning

EXECUTED BY AFFIXING with the
COMMON SEAL

of ARUN DISTRICT COUNCIL

in the presence of:

Seal Book No:

AUTHORISED SIGNATORY

PRINT NAME *SALLY SUGDEN*

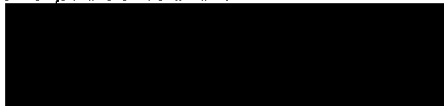
JOB TITLE *CONTRACTS LAWYER*



EXECUTED BY AFFIXING with the
COMMON SEAL

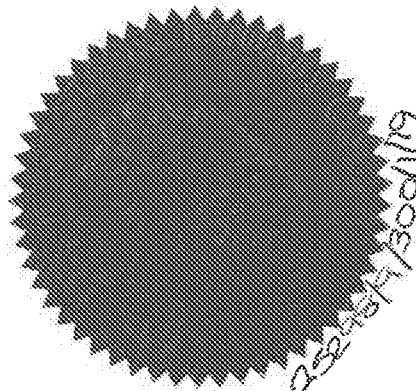
of WEST SUSSEX COUNTY
COUNCIL

in the presence of:



Seal Book No

Authorised Signatory



SIGNED and DELIVERED
by David Winston Langmead,
as her Deed in the
presence of:



Witness Name: *KATE GUNOTT*

Witness Address: *NORMAN, ONE STREET, CHICHESTER, W. SUSSEX*

Witness Occupation: *PA*

EXECUTED AS A DEED on behalf of
of LANDLINK DEVELOPMENTS 1
LTD

Acting through

Director

Director / Secretary