Dated: 2006

Between:

[1]	Hurston Estates Limited and Whitebeam Securities Plc	[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

Land at Hills Yard, Spencer Street and
92 & 94 London Road
Bognor Regis, West Sussex

Delwyn Jones
Planning Solicitor
Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF
DX57406 LITTLEHAMPTON

Reference: BR/412/05
Committee: Development Control

1. **This DEED** is by undertaking and is dated _____2006 and is a Planning Obligation for the purposes of S106 Town and Country Planning Act 1990 ("The Act") and is made in favour of Arun District Council and West Sussex County Council by whom it shall be enforceable either jointly or severally.

2. PARTIES

Owner	Hurston Estates Limited (Co. Reg. No. 01976069) whose registered office is at 19 Broadwater Street, East Broadwater, Worthing, West Sussex BN14 9AA and Whitebeam Securities (Private Unlimited Company) (Co. Reg. No. 00619507) whose registered office is at 19 Broadwater Street, East Worthing, West Sussex, BN14 9AA and hereinafter collectively called "the Owner".
ADC	Arun District Council, Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN17 5LF
WSCC	West Sussex County Council, County Hall, CHICHESTER, West Sussex PO19 1RQ

3. CAPACITIES TO ENTER INTO DEED AND BASIC DEFINITIONS

Party	Capacity
Owner [redacted]	Freeholder of the Land at Hills Yard, Spencer Street/92 & 94 London Road, Bognor Regis, West Sussex Under Title No. WSX200140, 293492, 293494, 293506 Shown edged ~~black~~ red on the attached plan "the Land"
Owner	The Applicant for Planning Permission under Application Ref BR/412/05 dated 16th November 2005 and submitted on 8th December 2005 for erection of twenty 1 and 2 bedroom flats and two 2½ storey flats together with associated external works and "Planning Applications" and "Development" shall be construed accordingly
ADC and WSCC	Planning Authorities under Town and Country Planning Act 1990 and (as relevant) as payees in relation to the statutory functions and purposes identified herein in clause 5.

4. BACKGROUND

4.1 The Owner has made the Planning Application and the payments specified within this Deed 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 the ADC and WSCC 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	Amount	Statutory Function and Purpose
WSCC	On or before occupation of the fifth dwelling to be occupied as part of the Development.	£24,032	Education Provision in the area of Bognor Regis.
WSCC	On or before occupation of the fifth dwelling to be occupied as part of the Development.	£2,088	Library Provision in the area of Bognor Regis.

ARUN DISTRICT COUNCIL BN41 9DH

5.2 The Owner undertakes with ADC and WSCC not to occupy or allow others to occupy more than four dwellings forming part of the Development until the payment is made.

6. ADDITIONAL CLAUSES

The Owner undertakes with ADC and WSCC as follows:-

6.1 START DATE OF THIS DEED AND OBLIGATIONS

1. This Deed will take effect on the grant of the Planning Permission save for Clauses 5.1 and 5.2.

2. S56 of the Act will apply to determine commencement of the Development.

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

6.2 INDEX LINKING

The Owner undertakes with the WSCC and the ADC that any sums under this Deed 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 Due Date

B is the original sum mentioned in this Deed

C is the General Index of Retail Prices [all items] for the month two months before the Due Date

D is the General Index of Retail Prices [all items] for the month two months before the date of this Deed

$\frac{C}{D}$ is equal to or greater than 1

6.3 INTEREST ON PAYMENTS

The Owner undertakes with ADC and WSCC to pay interest on sums due to ADC and WSCC 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 COSTS

The Owner undertakes with Arun District Council and West Sussex County Council to pay the reasonable legal costs of Arun District Council and West Sussex County Council in entering into this Deed.

7. GENERAL

1. This Deed is not a Planning Permission or any other form of consent under any other function of ADC or WSCC.

2. This Deed does not restrict or fetter the statutory powers of ADC or WSCC.

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.

4. This Deed confers no benefit on any Third Party under Contracts (Third Party Rights) Act 1999.

5. This Deed shall apply to the Development as authorised by the Planning Permission or as varied or renewed from time to time.

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

8. VERIFICATION OF TITLE AND OBLIGATIONS

If the Applicant is not the freehold owner of the Land when this Deed is signed then the Applicant will:-

(i) on becoming the freehold owner notify ADC in writing as soon as practicable.
(ii) when and if required by ADC enter into and execute a Deed to Verify the Applicants Title as freeholder and to reconfirm the Planning Obligations set out herein including re-executing this Deed.

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

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

Dated this _____ day of_____2000

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
	[2}	County Planning Officer, West Sussex County Council, County Hall, Chichester, West Sussex PO19 1RQ [DX:30330] Chichester
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/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 AS A DEED BY
HURSTON ESTATES LIMITED IN THE
PRESENCE OF:

[redacted]

DIRECTOR

DIRECTOR

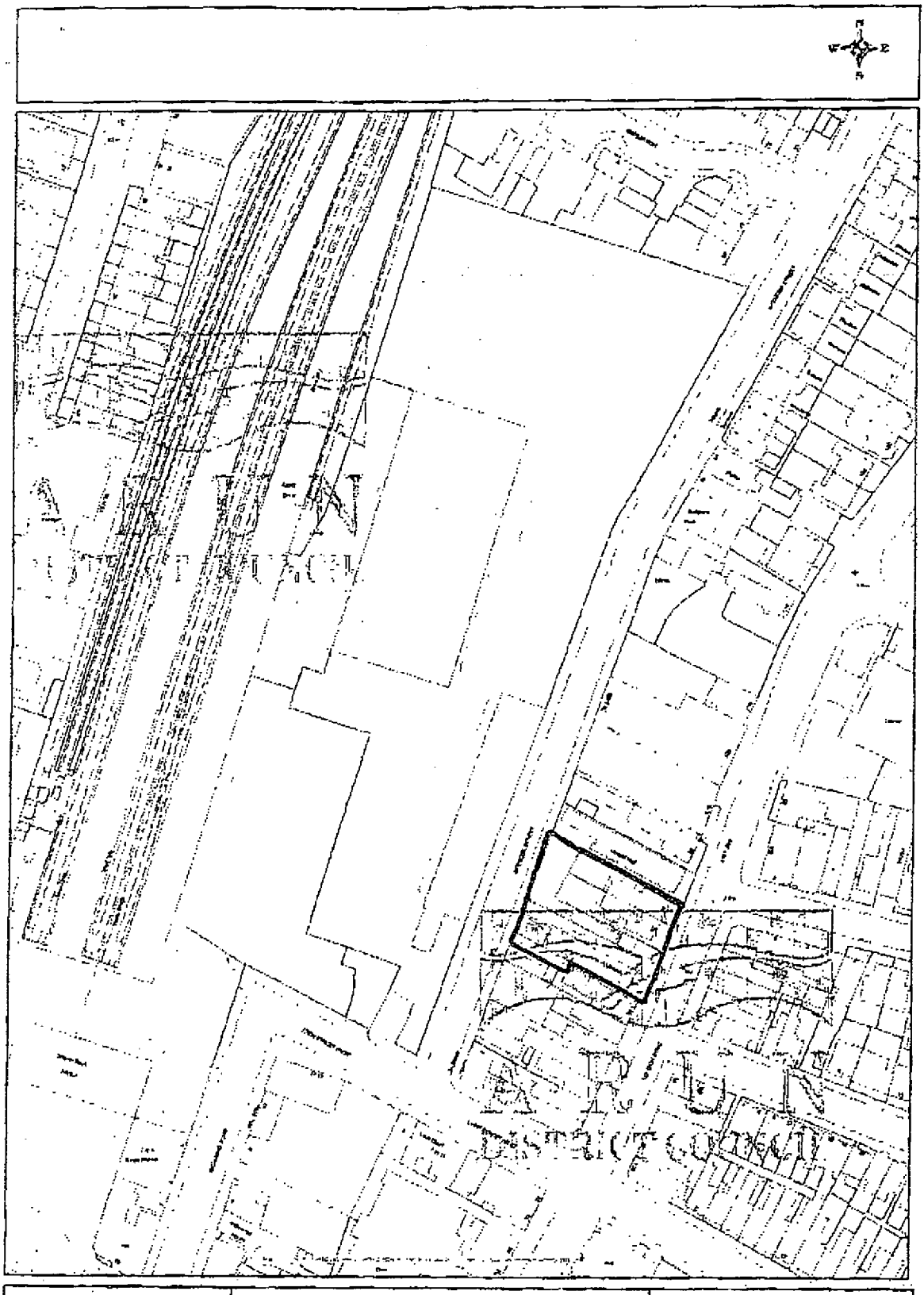
SIGNED AS A DEED BY
WHITEBEAM SECURITIES PLC IN THE
PRECENCE OF:

[redacted]

DIRECTOR

DIRECTOR

ARUN DISTRICT COUNCIL BR/412/05/



ARUN DISTRICT COUNCIL

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Scale 1/1250

Date 20/12/2005

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