

Dated:

29 April 2008

Between:

- | | | |
|-----|----------------------------|-----------------|
| [1] | P Harvey | [The Owner] |
| [2] | R.H. & Mrs. C. V. Sermon | [The Applicant] |
| [3] | Arun District Council | [ADC] |
| [4] | West Sussex County Council | [WSCC] |

PLANNING OBLIGATION

under Section 106 of the Town & Country Planning Act 1990
and other powers

SUBJECT TO FINAL DETERMINATION

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

Reference: BR/50/08

1. **THIS DEED** is by undertaking and is dated 29 April 2008 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 and West Sussex County Council by whom it shall be enforceable either jointly or severally.

2. PARTIES

Owner	Peter Harvey of 1 Arun Way Aldwick Bognor Regis West Sussex PO21 4HF
Applicant	Robert Henry Sermon and Christine Valerie Sermon both of 178a Hawthorn Road Bognor Regis West Sussex PO21 2UY (trading as C & R Builders (a firm))
ADC	Arun District Council, Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN17 5LF
WSSC	West Sussex County Council, County Hall, CHICHESTER, West Sussex PO19 1RQ

3. CAPACITIES TO ENTER INTO DEED AND BASIC DEFINITIONS

Party	Capacity
Owner	Freehold owner of land under HMLR Title No WSX 316472 at Clifton Works and Tulletts Garage Clifton Road Bognor Regis West Sussex PO21 2HH shown for identification only edged black on the plan attached
Applicant	The Applicant for Planning Permission under Application Ref:BR/50/08 dated 7 February 2008 and submitted on 11 February 2008 for demolition of existing factory and erection of 20 one bedroom flats and "Planning Applications" and "Development" shall be construed accordingly
ADC and WSSC	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 Applicant 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.
- 4.2 The Mortgagee agrees and consents to the Owner and the Applicant entering into this Deed and to the land being bound by its terms.

5. CONTRIBUTIONS PAYABLE

- 5.1 The Owner and the Applicant undertakes with the ADC and WSSC 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 ("the Due Date")	Amount	Statutory Function and Purpose
WSSC	On or before start of the Development	£2576.00	To improve Library Services to serve the Development
WSSC	On or before start of the Development	£288.00	To improve Fire Services to serve the Development

- 5.2 The Owner and the Applicant undertakes with ADC and WSCC not to start the Development until the payment is made.

6. ADDITIONAL CLAUSES

The Owner and the Applicant undertakes with ADC and WSCC as follows:-

6.1 Start Date of this Deed and Obligations

- 6.1.1. This Deed will take effect on the grant of the Planning Permission.
- 6.1.2. S56 of the Act will apply to determine commencement of the Development and in the event of any uncertainty or disagreement concerning this date the determination of ADC shall be final.
- 6.1.3. On Commencement of the Development the Owner and the Applicant will send to ADC and WSCC written Notice of that event in the Form of the Notice in Schedule 1.

6.2 Index Linking

6.2.1 General

The Owner and the Applicant 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

6.2.2 Library Contribution Index Linked

If the Commencement Date be after 31st March in any year after the date of this Deed the Library Contribution shall be reviewed and shall be calculated using the following formula:-

$$\text{Library Contribution} = \text{AdF} \times \text{LC}$$

$$\text{Where AdF} = \text{LAP} \times \text{FP}$$

$$\text{LAP} = \text{OR} \times \text{H}$$

AdF = Additional Floorspace Required

LC = The cost per square metre of small additions to Libraries adopted by the County Council and current at the date of calculation

FP = International Federation of Library Associations Floorspace/Service Standards

LAP = Libraries Adjusted Additional Population

OR = Occupancy Rate

H = Housing

6.3 Interest of Payments

The Owner and the Applicant 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 and the Applicant undertakes with ADC and WSCC to pay the reasonable legal costs of ADC and WSCC in entering into this Deed.

7. GENERAL

- 7.1 This Deed is not a Planning Permission or any other form of consent under any other function of ADC or WSCC.
- 7.2 This Deed does not restrict or fetter the statutory powers of ADC or WSCC.
- 7.3 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.
- 7.4 This Deed confers no benefit on any Third Party under Contracts (Third Party Rights) Act 1999.
- 7.5 This Deed shall apply to the Development as authorised by the Planning Permission or as varied or renewed from time to time.
- 7.6 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

Failure to use this form may prejudice your ability to prove compliance with the planning obligation.

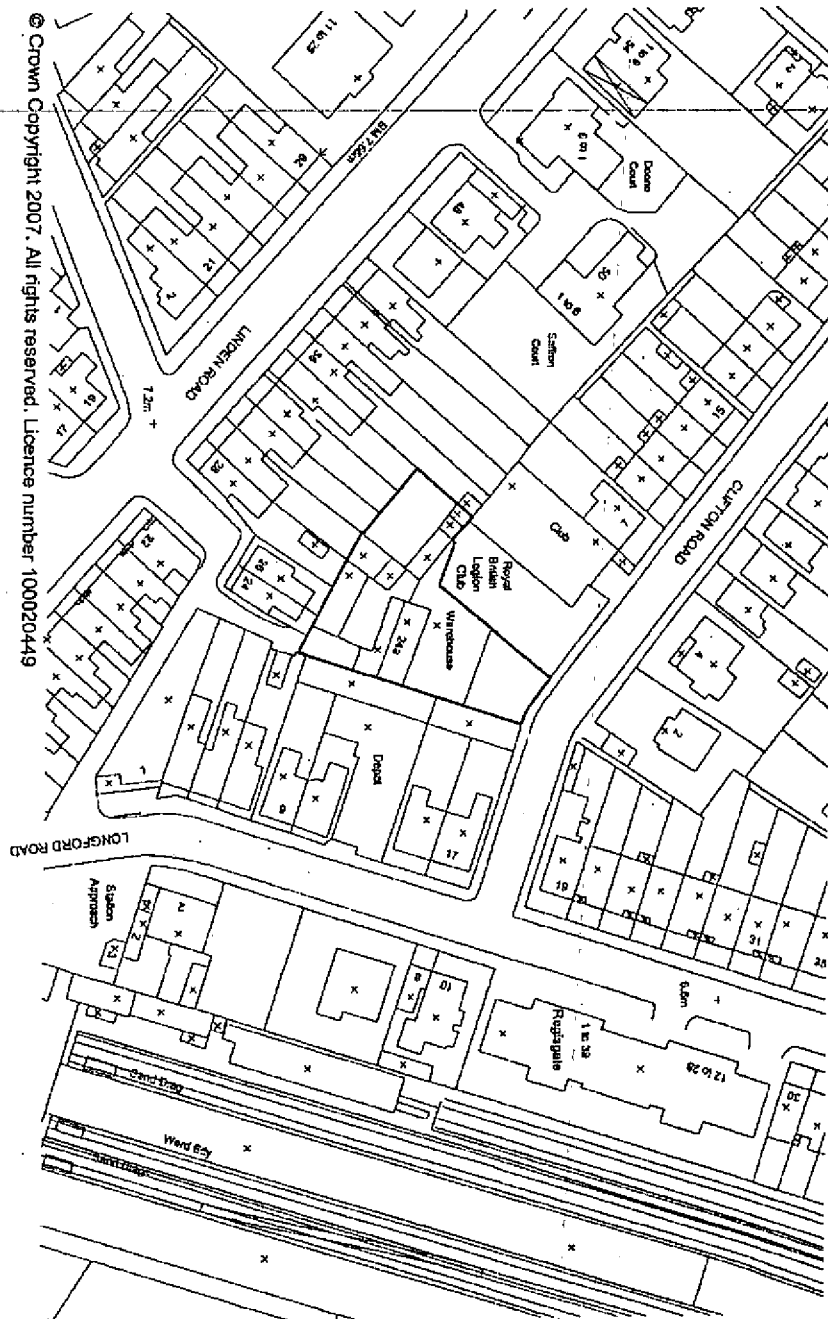
I advise you that the Development described below was commenced on the Start Date stated in this Notice.

Dated this 28 day of April 2008

Signed

On Behalf Of: C & R Builders

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:	<u>C & R BUILDERS</u>
DEVELOPMENT AT:	<u>CLIFTON WORKS & TULLETTS GARAGE</u> ^{<u>CLIFTON ROAD</u>} <u>BOGNOR REGIS</u>
NATURE OF DEVELOPMENT:	<u>20 one bedroom flats</u>
PLANNING PERMISSION DATE & REFERENCE	<u>BR/58/08</u> dated <u>7/2/08</u> submitted <u>11/02/08</u>
PLANNING OBLIGATION DATE & PARTIES	<u>PETER HARVEY</u> <u>C & R BUILDERS</u>
START DATE:	<u>06/05/08</u>



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LOCATION PLAN 1/1250

SUSSEX BUILDING CONSULTANCY LIMITED	
CLIFTON WORKS, CLIFTON ROAD, BOGNOR REGIS.	
REVISIONS -	DATE -
SBCL 1 COURBETTS REGENT STREET BOGNOR REGIS PO22 0JF TEL/FAX - (01323) 851375	

SCHEDULE 2

Payment Notice

Payment of Monies due under a Section 106 Planning Obligation.

Failure to use this form may mean problems with acknowledgment of payment and may prejudice your ability to prove compliance with the planning obligation.

If ADC is Payee :	If WSCC is Payee :
Head of Planning Services Arun District Council Arun Civic Centre Maltravers Road Littleshampton West Sussex BN 17 5LF DX 57406 Littlehampton	County Planning Officer West Sussex County Council County Hall Chichester West Sussex PO19 1RQ DX 30330 Chichester

Please answer all the questions. It may

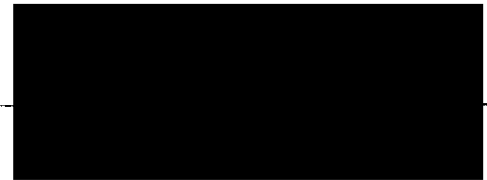
1. Payment to be made by/on behalf of.....
2. Land at:.....
3. Agreement dated:.....
4. Planning application reference number [where applicable]
5. Obligation in Agreement

[a]	Clause No.	
[b]	Contribution towards	
[c]	Amount of contribution	
[d]	Date upon which contribution is due	
[e]	Amount of contribution enclosed	

SIGNED AS A DEED BY
THE OWNER IN THE
PRESENCE OF

SILVER MIST
SEFTER RD
BOGNOR REGIS
PO21 3EE

LYNES
SIGNED AS A DEED BY
THE APPLICANTS IN THE
PRESENCE OF



SILVER MUST

SEFTER ROAD

BOGNOR REARS

PO21 3EE.