Dated: 24th December 2003

Between:

[1]	Home Group Limited	[The Owner]
[2]	Arun District Council	[ADC]
[3]	West Sussex County Council	[WSCC]

AGREEMENT

under Section 106 of the Town & Country Planning Act 1990
and other powers
Land at Hawthorn Road, Bognor Regis, West Sussex

Delwyn Jones
Planning Solicitor
Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF
DX 57406 LITTLEHAMPTON

Reference: BR/77/03
Committee: Development Control
Date: 18th June 2003

This Agreement is dated 24th December 2003 and is made between:

[1] Home Group Limited whose registered office is at Ridley House, Regent Centre, Gosforth, Newcastle Upon Tyne, NE3 3JE

["the Owner"]

[2] Arun District Council of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN17 5LF

["ADC"]

[5] West Sussex County Council of County Hall, Chichester, West Sussex, PO19 1RQ

["WSCC"]

1.0 **Background**

1.1 The Owner has entered into a Contract for Sale with WSCC relating to the land at Hawthorn Road, Bognor Regis, West Sussex shown for identification purposes only edged black on the attached plan [and hereinafter called "the Land"] and dated 24th March 2003 which was varied by a Supplemental Agreement dated 8th August 2003. It is anticipated that WSCC will transfer the Land to the Owner after planning permission has been issued.

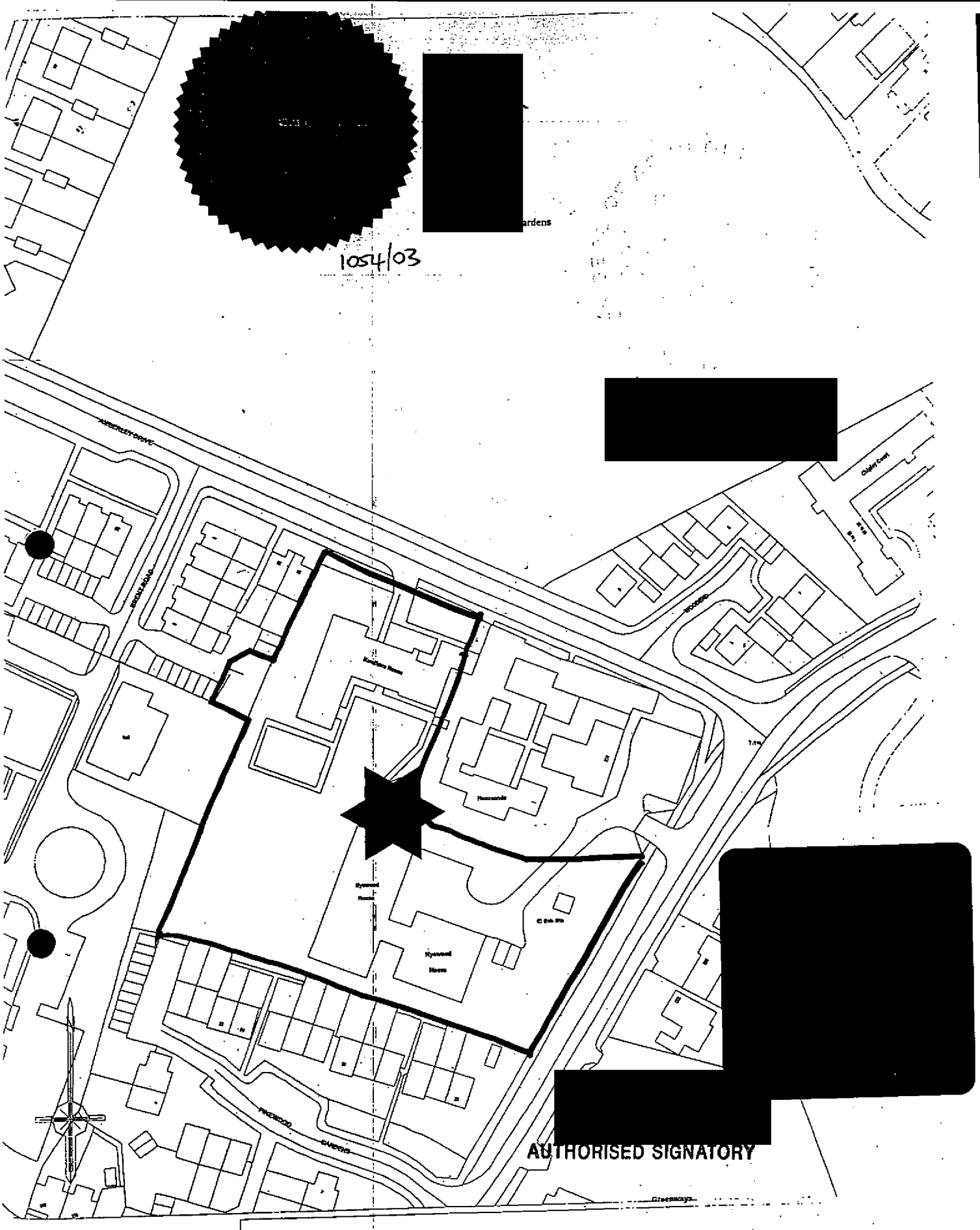
1.2 ADC is the Local Planning Authority for the area in which the Land is situate.

1.3 The WSCC is the Strategic Planning Authority and the Local Library Authority for the area.

1.4 The Owner has by planning application number BR/77/03 applied to ADC for full planning permission to develop the land by building thereon 41no. dwellinghouses and flats together with associated external works including parking

2. **Interpretation**

In this Agreement:



BR/77/03/ 105

1:1,250

ARUN DISTRICT COUNCIL

Paul Collins BA (Hons) DipTP MRTPI
Head of Planning Services
The Arun Civic Centre
Maltravers Road, Littlehampton
West Sussex. BN17 5LF

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Arun District Council LA077011 1999

2.1 Words importing the masculine include the feminine and vice versa.

2.2 Words importing the singular include the plural and vice versa.

2.3 Words importing persons include companies and corporations and vice versa.

2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually.

2.5 Any reference to a clause or schedule or plan is to one in to our attached to this Agreement.

2.6 Any reference to a colour or letter is to be on the plans attached to this Agreement.

2.7 In the absence of contrary provision any reference to a statute includes any statutory modification or re-enactment of it and every statutory instrument, direction, specification made or issued under the statute or deriving validity from it.

2.8 References to any party to this Agreement shall include the successors in title to that party and to any deriving title through or under that party and in the case of the WSCC and ADC the successors to their respective functions.

2.9 "the Act" means the Town & Country Planning Act 1990

2.10 "agreed" or "approved" means agreed or approved in writing and given for the purpose of this Agreement.

2.11 "the Application" means the planning application number BR/77/03 made by the Owner to develop the Land

2.12 "the Application Site" means the Land

2.13 "the Children's Play Area" means the children's play area referred to in Clause 6

2.14 "the Development" means the development of the Land proposed by the Application or permitted by planning permission granted pursuant to the Application or carried out substantially in accordance with such planning permission.

2.15 "the Library Contribution" means the library contribution referred to in Clause 7 to make good a deficiency in library provision arising from the development.

2.16 "Specified Date" means the date upon which an obligation arising under this Agreement is due to be performed.

3. **Enabling Provisions**

This Agreement is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972 and all other enabling powers.

4. **Commencement**

This Agreement shall come into effect upon the date of this Agreement but the obligations in Clauses 5 and 6 shall become effective only on the commencement of the Development in accordance with Section 56 of the Act.

5. **Provision of Children's Play Area**

The Owner agrees with ADC

5.1 to provide layout and equip a children's play area substantially in the position shown on a specification to be approved by and to ADC's satisfaction

5.2 to ensure that there is easy public access to the Children's Play Area.

5.3 to complete the works of provision, laying out and equipment in accordance with Clause 5.1 and to make the Children's Play Area available for use by the public by no later than six months after the occupation of the first dwelling in the Development.

5.4 Within two months of the completion of the works referred to in Clause 5.3 to transfer the Children's Play Area to the Council.

5.5 Upon the handover or transfer deferred to in Clause 5.4 [whichever is the earlier] to pay to ADC or its nominee:

[i] a commuted sum representing 16 times the annual maintenance costs of the Play Area

[iii] the costs of any such transfer

6. **Library Contribution**

The Owner agrees with the WSCC:

6.1 on the occupation of the fifth dwelling to pay to the WSCC the Library Contribution of £4,000 [four thousand pounds].

6.2 not to occupy or case or allow to be occupied any dwelling forming part of the Development before the Library Contribution shall have been made other than the first four dwellings occupied.

7. **Costs**

7.1 the Owner agrees with ADC to pay to ADC their reasonable and proper legal costs incurred in preparing and entering into this Agreement.

7.2 the Owner agrees to pay reasonable and proper ADC costs in connection with the transfer of land referred to in the Agreement at Clause 5 hereof.

8. **Payment Notice**

The parties to this Agreement hereby agree that all payments due under this Agreement shall be forwarded to ADC and shall have attached to them a copy of the Payment Notice contained in Schedule 1 to this Agreement duly completed.

9. **General**

The parties agree that:

9.1 nothing in this Agreement constitutes an obligation to grant planning permission

9.2 nothing in this Agreement grants planning permission or any other approval consent or permission required from the WSCC or ADC in the exercise of any other statutory function

9.3 nothing in this Agreement fetters or restricts the exercise by the WSCC and ADC of any of their powers

9.4 the obligations contained in Clauses 5 & 6 are planning obligations for the purpose of Section 106 of the Act

9.5 nothing in this Agreement confers or is intended to confer a benefit on a third party under the Contracts [Right of Third Parties] Act 1999.

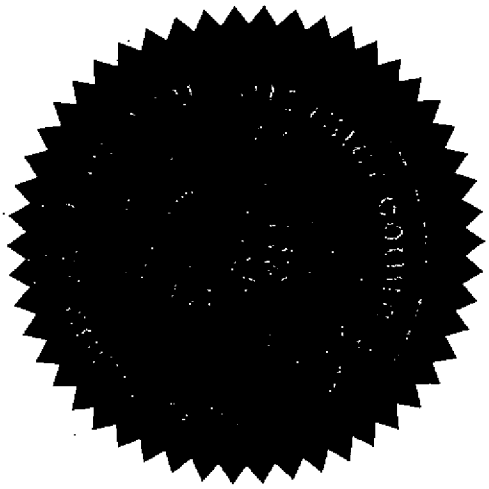
9.6 this Agreement shall apply to the Development as authorised by the planning permission issued pursuant to the planning application or to the Development after variation or renewal of planning permission from time to time.

10. **Local Land Charge**

10.1 this Agreement is a Local Land Charge and shall be registered as such by ADC.

10.2 this Agreement constitutes a Deed

SEALED with the COMMON SEAL
of ARUN DISTRICT COUNCIL
in the presence of:



Seal Book No: 395/2003

Authorised Signatory

[redacted]

SEALED with the COMMON SEAL
of WEST SUSSEX COUNTY COUNCIL
in the presence of:

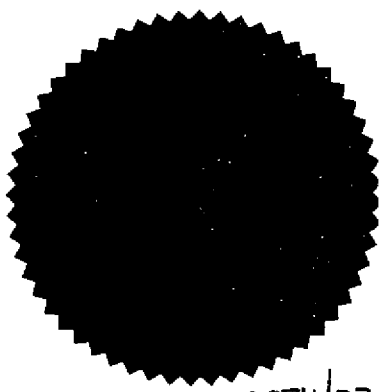
[redacted]

Delegated Authority
Ex'd - sgd MAH

Seal Book No [redacted]

Authorised Signatory

SEALED with the COMMON SEAL
of HOMEGROUP LIMITED [redacted]



1054/03

Authorised Signatory