Planning Application Reference:	**EG/12/99/**
Document Type:	**Section 106 agreement**
Date of Agreement:	**12th August 2003**

NB: Text in bold to be included in free text field.

Guidelines for Blocking

Check thoroughly for **names with addresses** and block.
Check **maps** for signatures and block.
Check throughout for **signatures** and block.

Please return original to s106 Monitoring Officer



EG/12/99

(SIMILAR BUT NOT EXACT DUPLICATE OF ATTACHED DOC)

Dated: 12 AUGUST 2003

Between:

[1]	Swan Hill Homes Ltd	[The Owner]
[2]	Arun District Council	[ADC]

AGREEMENT

under Section 106 of the Town & Country Planning Act 1990
and other powers
Land at former Holmdale Sawmills, Wandleys Lane
Fontwell, Eastergate, West Sussex

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

Reference: EG/12/99
Committee: Delegated
Date: 16.02.2000

This Agreement is dated 12 AUGUST 2003 and is made between:

[1] [redacted]

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

1.0 **Background**

1.1 [redacted]

1.2 The Council is the local planning authority.

1.3 The Owner has by planning application number EG/12/99 applied to the Council for outline planning permission to develop the Land by building thereon residential development ["the Development"].

1.4 The parties now wish to ensure the provision of public open space on the land to serve the Development and enter into this deed for that purpose.

2. **Interpretation**

In this Agreement:

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.

4. **Commencement**

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

5. **Provision of Public Open Space**

The Owner agrees with the Council:

5.1 to provide and lay out the public open space in accordance with the specification attached hereto which is approved by the ADC and to the Council's satisfaction.

5.2 to ensure that there is easy public access to the Public Open Space

5.3 to complete the works of provision and laying out in accordance with Clause 5.1 and to make the Public Open Space available for use by the public no later than the completion of the Development

5.4 within two months of the completion of the works referred to in Clause 5.3 to transfer the Public Open Space to the Council or to such body as it may direct although the Public Open Space may by agreement with the Council to be handed over to the Council or its nominee for public use and for maintenance purposes in advance of the transfer

5.5 upon the handover or transfer referred to in Clause 5.4 [whichever is the earlier] to pay to the Council or its nominee the sum of £25,457.54

6. **Certificates**

The Owner agrees with the Council:

6.1 where this Agreement imposes a requirement for the making of a payment or the undertaking of an act or the cessation of an activity on a Specified Date the Owner shall give to the Council notice of the Specified Date not more than seven days after such Specified Date

6.2 if the Owner fails to give the notice required under this Clause the Council shall be entitled in its absolute discretion to determine the Specified Date and shall give notice to the Owner of its determination

10.5 this Agreement constitutes a deed

10.6 this Agreement is enforceable by the Council

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

10.8 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 the planning permission from time to time

10.9 This Agreement is a Local Land Charge and shall be registered as such

TITLE NUMBER

SX17560

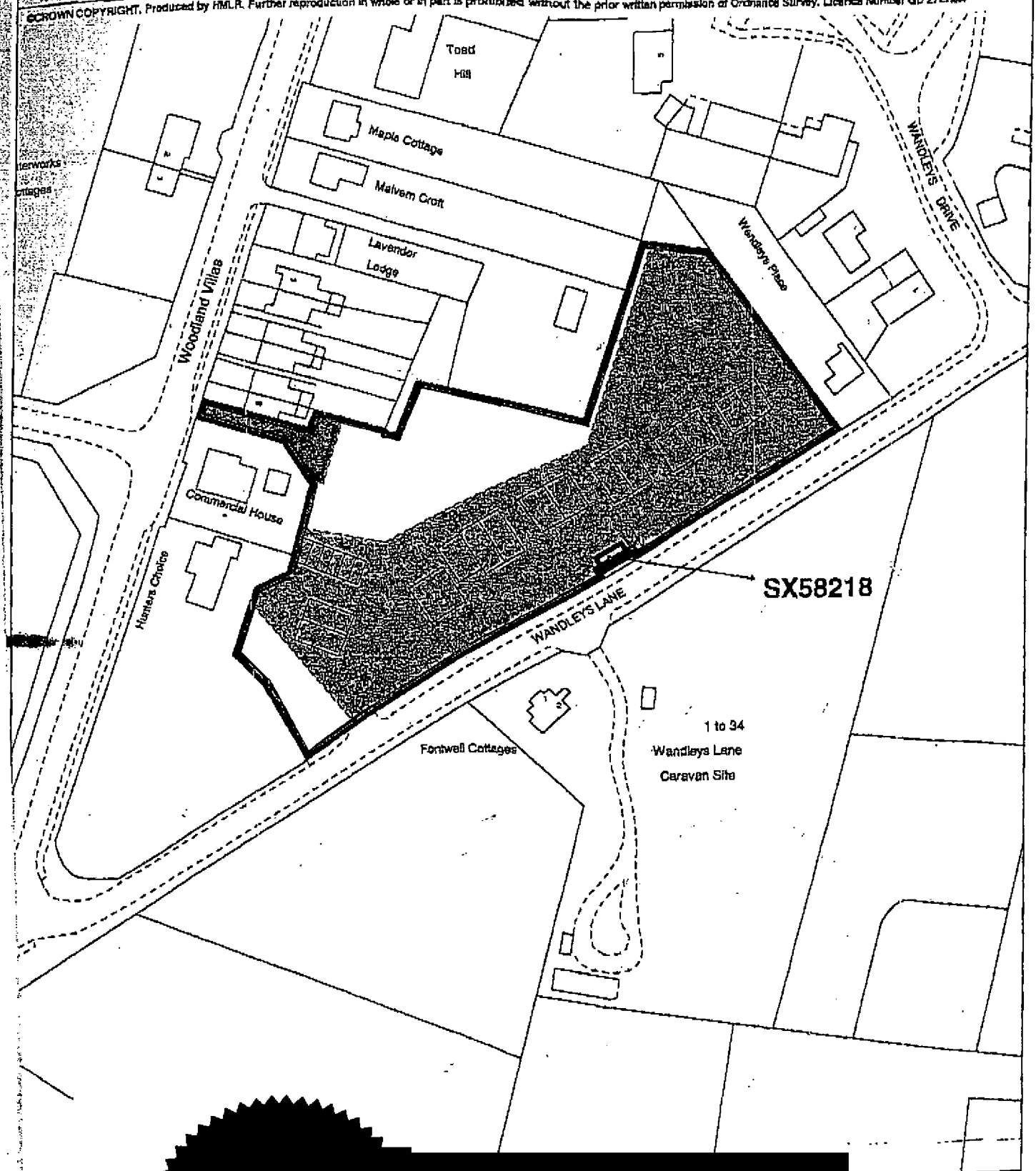
WEST SUSSEX : ARUN

N

ORDNANCE SURVEY MAP REFERENCE: SU9406SE

SCALE 1:1250 Enlarged from 1/2500

© CROWN COPYRIGHT. Produced by HMLR. Further reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number GD 272728.



[redacted]

H.M. LAND REGISTRY ST 07/2003

SCHEDULE

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: .....

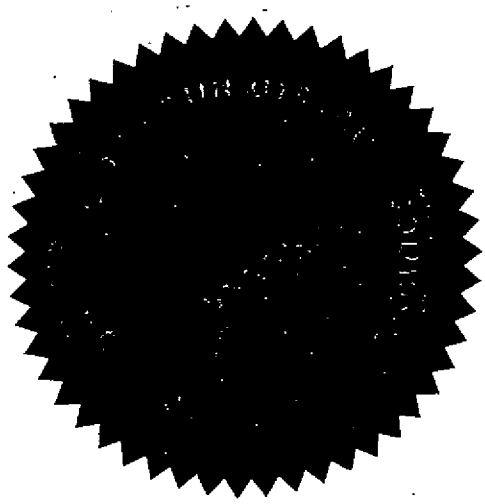
4. Planning application reference number [where applicable]

5. Obligation in Agreement

[a]	clause no.	
[b]	contribution towards	
[c]	amount of contribution due	
[d]	date upon which contribution is due	
[e]	amount of contribution enclosed	

SEALED with the COMMON SEAL
of ARUN DISTRICT COUNCIL

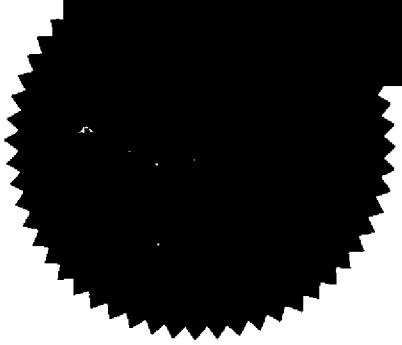
[redacted]



[redacted]

SEALED with the CORPORATE SEAL
of SWAN HILL HOMES LIMITED
in the presence of:

[redacted]



EG/12/99

Dated: 12 AUGUST 2003

Between:

[1]	Swan Hill Homes Ltd	[The Owner]
[2]	Arun District Council	[ADC]

AGREEMENT

under Section 106 of the Town & Country Planning Act 1990
and other powers
Land at former Holmdale Sawmills, Wandleys Lane
Fontwell, Eastergate, West Sussex

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

Reference: EG/12/99
Committee: Delegated
Date: 16.02.2000

N DISTRICT COUNCIL EG/12/99/

This Agreement is dated 12 AUGUST 2003 and is made between:

[1] [redacted]rt,

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

1.0 **Background**

1.1 [redacted]

1.2 The Council is the local planning authority.

1.3 The Owner has by planning application number EG/12/99 applied to the Council for outline planning permission to develop the Land by building thereon residential development ["the Development"].

1.4 The parties now wish to ensure the provision of public open space on the land to serve the Development and enter into this deed for that purpose.

2. **Interpretation**

In this Agreement:

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 Council the successors to its 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 EG/12/99 made by the Owner to develop the Land.

2.12 "the Application Site" means the Land

2.13 "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.

2.14 "the Public Open Space" means that part of the Land edged red on the attached plan and referred to in Clause 5.

2.15 "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, Sections 111, 120, 123 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 Clause 5 shall become effective only on the commencement of the Development in accordance with Section 56 of the Act.

5. **Provision of Public Open Space**

The Owner agrees with the Council:

5.1 to provide and lay out the public open space in accordance with the specification attached hereto which is approved by the ADC and to the Council's satisfaction.

5.2 to ensure that there is easy public access to the Public Open Space

5.3 to complete the works of provision and laying out in accordance with Clause 5.1 and to make the Public Open Space available for use by the public no later than the completion of the Development

5.4 within two months of the completion of the works referred to in Clause 5.3 to transfer the Public Open Space to the Council or to such body as it may direct although the Public Open Space may by agreement with the Council to be handed over to the Council or its nominee for public use and for maintenance purposes in advance of the transfer

5.5 upon the handover or transfer referred to in Clause 5.4 [whichever is the earlier] to pay to the Council or its nominee the sum of £25,457.54

6. **Certificates**

The Owner agrees with the Council:

6.1 where this Agreement imposes a requirement for the making of a payment or the undertaking of an act or the cessation of an activity on a Specified Date the Owner shall give to the Council notice of the Specified Date not more than seven days after such Specified Date

6.2 if the Owner fails to give the notice required under this Clause the Council shall be entitled in its absolute discretion to determine the Specified Date and shall give notice to the Owner of its determination

7. **Interest**

The Owner agrees with the Council to pay interest on sums due to the Council under this Agreement but not paid on the Specified Date from the Specified Date until actual payment. The rate of interest shall be 4% above the HSBC Bank base rate from time to time.

8. **Costs**

The Owner agrees with the Council:

9.1 to pay to the Council its legal costs incurred in preparing and entering into this Agreement

9.2 to pay to the Council its legal costs incurred in connection with the transfers of land referred to in this Agreement

9. **Payment Notice**

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

10. **General**

The parties agree that:

10.1 nothing in this Agreement constitutes or constitutes an obligation to grant planning permission

10.2 nothing in this Agreement grants planning permission or any other approval consent or permission required from the Council in the exercise of any other statutory function

10.3 nothing in this Agreement fetters or restricts the exercise by the Council of any of its powers

10.4 the obligations contained in Clause 5 are planning obligations for the purpose of Section 106 of the Act

10.5 this Agreement constitutes a deed

10.6 this Agreement is enforceable by the Council

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

10.8 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 the planning permission from time to time

10.9 This Agreement is a Local Land Charge and shall be registered as such

TITLE NUMBER

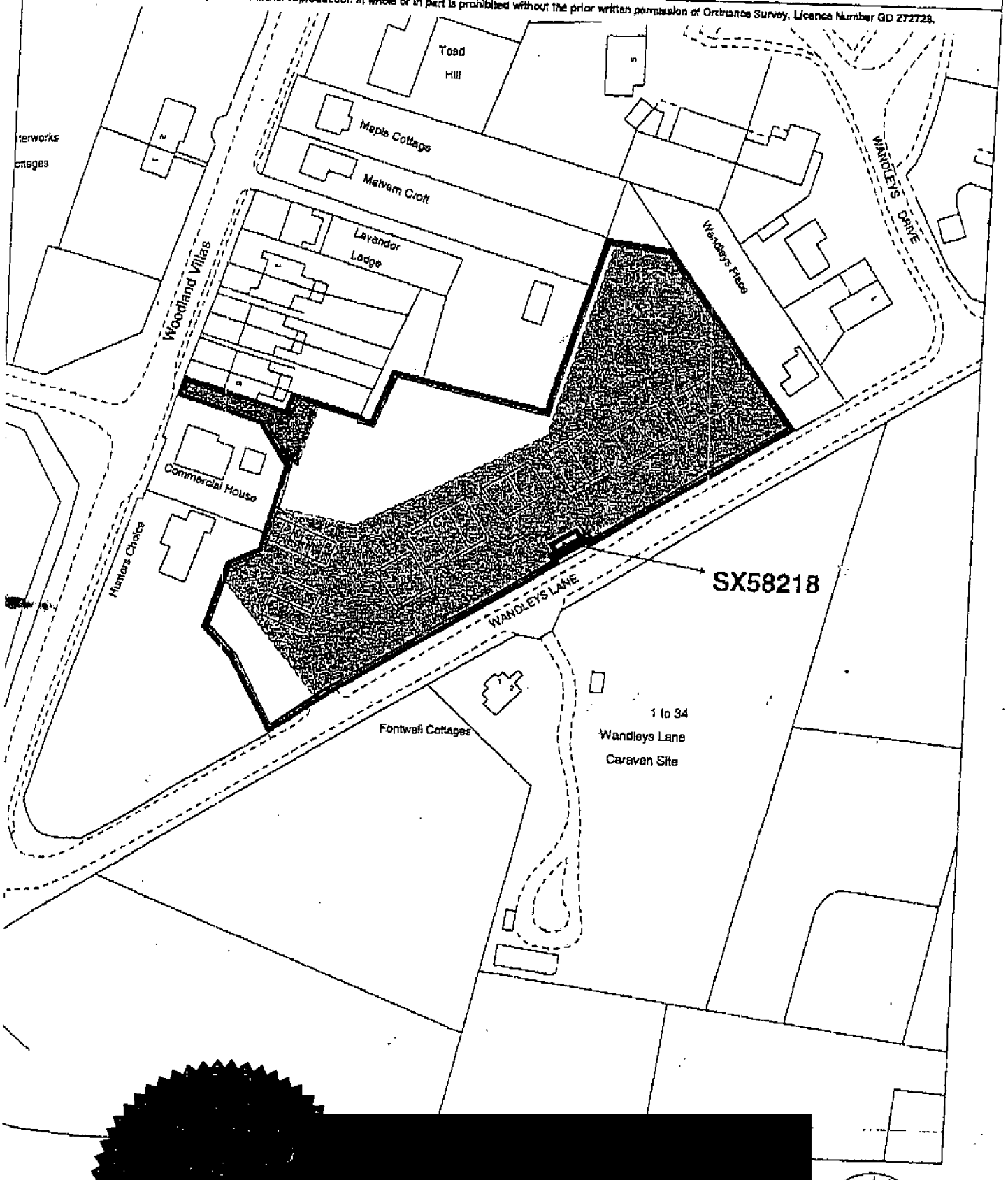
SX17560

WEST SUSSEX : ARUN

ORDNANCE SURVEY MAP REFERENCE: SU9406SE

SCALE 1:1250 Enlarged from 1/2500

©CROWN COPYRIGHT. Produced by HMLR. Further reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number GD 272728.



[redacted]

H.M. LAND REGISTRY ST 07/2003

SCHEDULE

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 due	
[d]	date upon which contribution is due	
[e]	amount of contribution enclosed	

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

[redacted]



Authorised Signatory

[redacted]

SEALED with the CORPORATE SEAL
of SWAN HILL HOMES LIMITED
in the presence of:

[redacted]

