Dated: 17 April 2013

Between:

[1] Mrs Jennifer Barbara Shulman

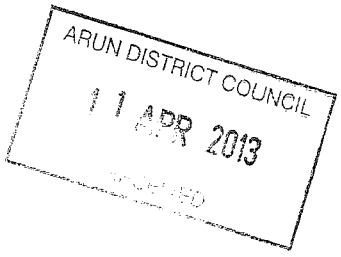
[2] Arun District Council [ADC]

PLANNING OBLIGATION

under Section 106 of the Town & Country Planning Act 1990
and other powers relating to Land at
West Sussex

To pay affordable housing contribution of £12,246.00

Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF
DX57406 LITTLEHAMPTON
Reference:



ARUN DISTRICT COUNCIL EP/111/12/

1. **THIS DEED of Agreement** is dated 17 April 2013 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 which shall be the enforcing authority in respect of this Deed.

2. PARTIES

Owner	Mrs Jennifer Barbara Shulman, 88 Kingsley Way, London, N2 0EN
ADC	Arun District Council, Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN17 5LF

3. CAPACITIES TO ENTER INTO DEED AND BASIC DEFINITIONS

Party	Capacity
Owner	Freehold owner under HMLR registered Title no WSX81712 of land at 45 The Ridings, East Preston Littlehampton, BN16 2TW and WSX282815 of land at 60 Sea Lane, East Preston, Littlehampton, BN16 1ND ("The Land") shown for identification only edged black on the attached plan and the applicant for planning permission described below
	Planning Permission has been sought under Application Ref: to demolish 1 house (60 Sea Lane); partially demolish 1 house (45 The Ridings); construct 3 detached houses; alterations and extensions (45 The Ridings) and "Planning Applications" and "Development" shall be construed accordingly
ADC	Local Planning Authority under Town and Country Planning Act 1990 and (as relevant) as payee in relation to the statutory functions and purposes identified herein in clause 5 namely affordable housing provider /facilitator

4. BACKGROUND

4.1 The Planning Application has been made 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 and in particular the shortage of affordable housing as identified in the Affordable Housing Policy.

4.2 The Mortgagee, Godiva Mortgages Limited, has refused to be a party to this Deed so the Payment referred to in clause 5 below shall be subject to the conditions set out in that clause.

5. CONTRIBUTIONS PAYABLE

5.1 The Owner agrees with the ADC 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
ADC	On or before Signature of this Deed	£12,246.00	Affordable Housing within the whole of the Arun District.

5.2 The Owner agrees with ADC not to start the Development until the payment is made.

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5.3 In consideration of the agreements by the Owner contained in this Deed and the Payment of the Sum to ADC which ADC hereby acknowledges the ADC agrees with the Owner as follows:-

[a] To hold the payment referred to in this clause for use towards the provision of Affordable Housing within the whole of the Arun District or to help towards that aim and to return the sum to the Owner or a person nominated by the Owner in writing without interest when the sooner of any of the events set out below occurs.

[b] The Planning Application is withdrawn.

[c] The Planning Application is refused by ADC or if there is an appeal against refusal by the ADC by when the Appeal is refused by the Planning Inspectorate.

[d] The sum is not spent and there is no contract made to spend it within the expiration of 5 years from the payment of the sum to ADC.

6. LEGAL AND MONITORING COSTS

6.1 The Owner agrees with ADC to :-

[a] pay in addition to the above Contributions

[b] the sums set out in the table below

[c] at the time or times set out in the table below and

[d] for the purposes set out in the table below

Payee	Time for Payment	Amount	Purpose
ADC	Before completion of this Deed	£450	ADC Legal Fees
ADC	On Commencement of the Development for the purposes of the Planning Permission	£150 minor application	ADC Monitoring of compliance with the Deed

Legal Costs of ADC

6.2 ADC acknowledges the receipt from the Owner the sum of £450 to pay its reasonable legal fees.

Monitoring Costs of ADC

6..3 For the avoidance of doubt ADC shall be entitled to utilise a proportion of any monetary contributions specified in this Deed for related project costs up to a maximum of 5% of the sum or £15,000 which ever shall be the larger

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6.4 For the avoidance of doubt the above charges are standard charges and shall not preclude ADC from claiming and receiving any additional monitoring and legal or enforcement costs above and beyond these standard charges when circumstances require that they be incurred in pursuing full compliance with this Deed whether through the courts or otherwise

7. ADDITIONAL CLAUSES

The Owner agrees with ADC as follows:-

7.1 Start Date of this Deed and Obligations

7.1.1. This Deed will take effect on the grant of the Planning Permission.

7.1.2. 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 .

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

7.2 Index Linking

General

7.2.1 The Owner agrees with ADC that any sums payable by the Owner 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 Specified Date/ Payment Date
B is the original sum mentioned in this Deed
C is the Building Cost Information Service National All-In Tender Price Index for the quarter preceding the Specified Date/Payment Date
D is the Building Cost Information Service National All-In Tender Price Index for the quarter preceding the date of this Deed
$\frac{C}{D}$ is equal to or greater than 1

The adjustment in this clause shall only be made where the Specified /Payment Date is more than 6 months after the date of this undertaking

8. Interest of Payments

The Owner undertakes with ADC pay interest on sums due to ADC 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.

9 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.

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10 . GENERAL

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

10 2 This Deed does not restrict or fetter the statutory powers of ADC .

10.3 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.

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

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

10 .6 This Deed is a Local Land Charge and shall be registered as such.

10 .9 No covenants or obligations contained in this Deed shall be binding upon any part of the Land that may in future be acquired by a statutory undertaker for the purposes of its undertaking or operational Land as defined in the S262 of the Act

THIS DEED is signed and sealed by the parties as a Deed on the date first appearing.

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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 _____ day of_____201

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
FROM:	
DEVELOPMENT AT:	
NATURE OF DEVELOPMENT:	
PLANNING PERMISSION DATE & REFERENCE	
PLANNING OBLIGATION DATE & PARTIES	
START DATE:	

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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 :
Head of Planning Services Arun District Council Arun Civic Centre Maltravers Road Littlehampton West Sussex BN 17 5LF DX 57406 Littlehampton

Please answer all the questions.

1. Payment to be made by/on behalf of: JENNIFER SHULMAN
2. Land at: 45 THE RIDINGS EAST PRESTON LITTLEHAMPTON BN16 2TW
3. Agreement dated:
4. Planning application reference number [*where applicable]*
5. Obligation in Agreement

[a]	Clause No.	
[b]	Clause No	
[c]	Contribution towards affordable housing	
[d]	Amount of contribution	
[e]	Date upon which contribution is due	
[f]	Amount of contribution enclosed	
[g]	Amount of monitoring sum	

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SIGNED AS A DEED BY
THE OWNER IN THE
PRESENCE OF

[redacted]

[redacted]

124 Finchley Road
London NW3 6HY

THE CORPORATE SEAL OF
ARUN DISTRICT COUNCIL WAS
HEREUNTO AFFIXED IN THE PRESENCE OF

[redacted]

AUTHORISED SIGNATORY
SEAL BOOK NO 35/203

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NOTES

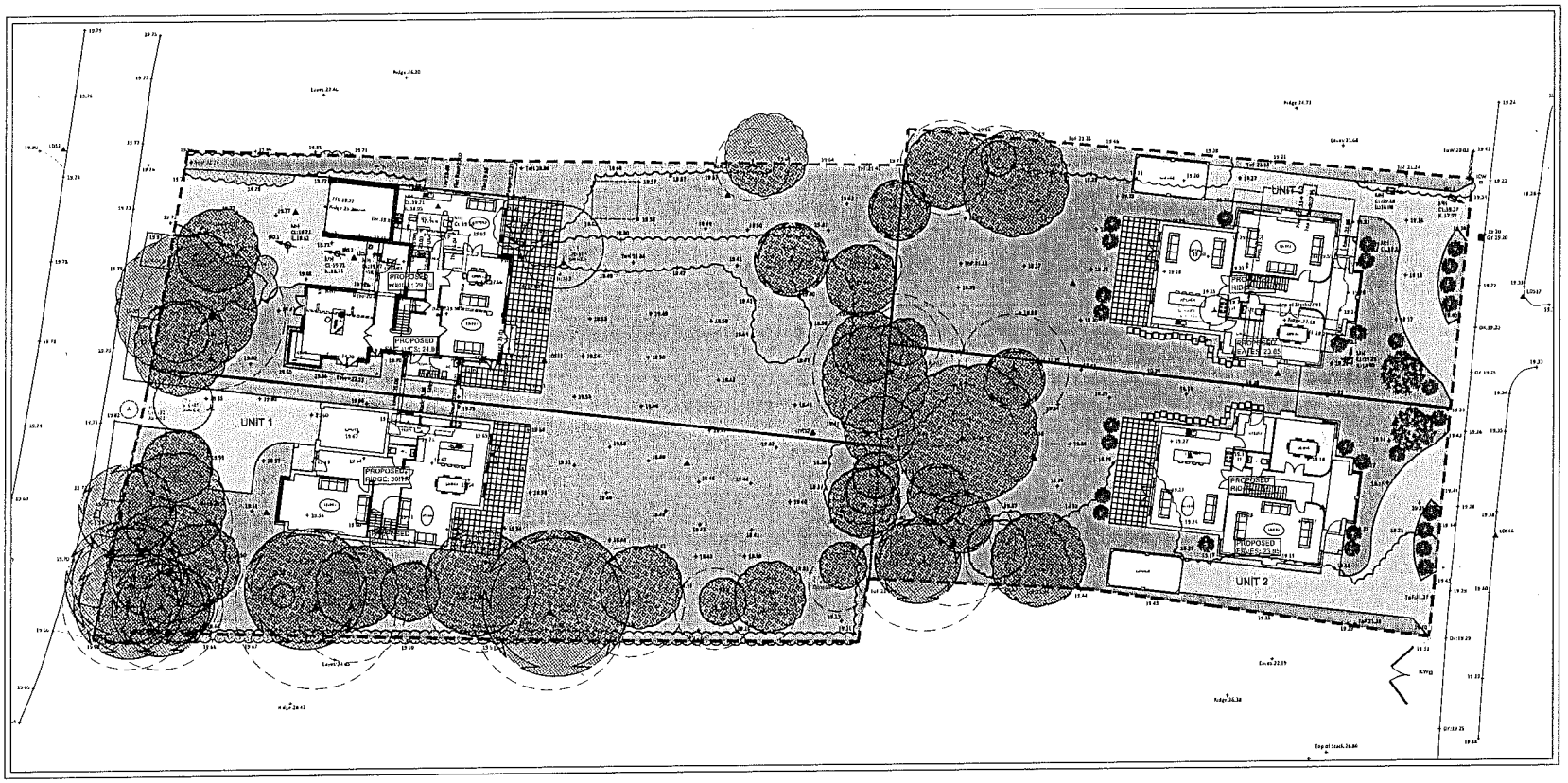
1 The contents of this drawing are copyright.

2 Do not scale. Figured dimensions only to be used.

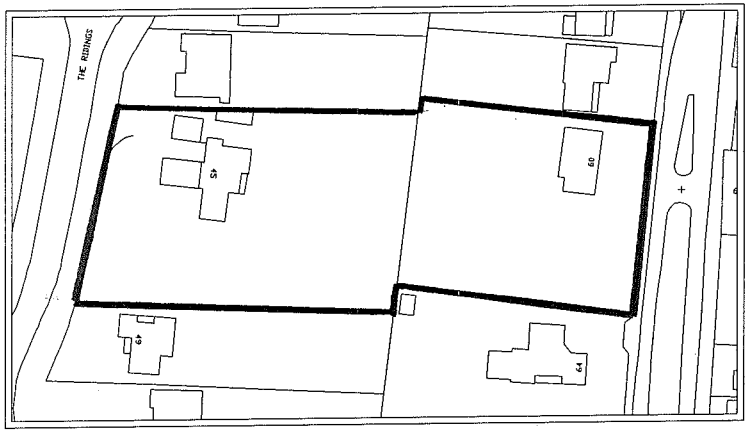
3 Contractors must verify all dimensions and report any discrepancies before putting work in hand or making any shop drawings.

LEGEND:

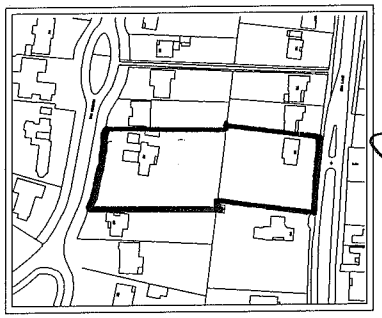
- SITE BOUNDARY
- EXISTING BUILDING TO BE DEMOLISHED
- PROPOSED PLANTING
- EXISTING TREES TO BE REMOVED
- EXISTING TREES TO BE RETAINED
- EXISTING LEVELS (Ridge:29.55)
- PROPOSED LEVELS (PROPOSED RIDGE 20.11)
- ROUTE PROTECTION AREA
- EXISTING HEDGE TO BE REMOVED



PROPOSED SITE PLAN:
BASED ON TOPOGRAPHICAL SURVEY INFORMATION
SCALE 1:200



BLOCK PLAN:
BASED ON ORDNANCE SURVEY EXTRACT
SCALE 1:500



LOCATION PLAN:
BASED ON ORDNANCE SURVEY EXTRACT
SCALE 1:1250

[redacted]

SITE AREA @ 0.41 HECTARES / 1.01 ACRES

No.	Revision.	date	by

PROPOSED DEVELOPMENT
45 THE RIDINGS & 60 SEA LANE
EAST PRESTON
WEST SUSSEX
BN16 2TW

MRS J B SHULMAN

SITE, BLOCK & LOCATION PLAN

scale AS SHOWN @ A1	checked GR
date AUGUST 2012	drawn WD
8217 / 100	

ANDERS ROBERTS & ASSOCIATES LTD

CHAPEL STUDIOS, 14 PUREWELL,
CHRISTCHURCH, DORSET. BH23 1EP

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