

Thomas
Eggar

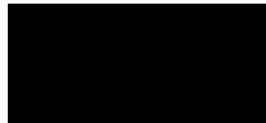
Date: 29 February 2007

Morgan and others
and
Designer Developments Limited
and
Arun District Council

PLANNING OBLIGATION UNDER SECTION 106
OF THE TOWN AND COUNTRY PLANNING ACT
1990 AND OTHER POWERS

Relating to 1-3 Little Paddocks House, Little
Paddocks Way, Ferring, West Sussex BN12
5NN

Thomas Eggar LLP
Arundel House 1 Liverpool Gardens
Worthing West Sussex BN11 1SL



CONTENTS

Clause	Page Number
1 Parties	1
2 Capacities to enter into deed and basic definitions	1
3 Background	2
4 Contributions Payable	2
5 Additional Clauses	2
5.3 Interest of Payments	3
5.4 Payment Notice.....	3
5.5 Costs.....	4
6 General.....	4
7 Verification of Title and Obligations.....	4

29 February 2007

THIS DEED is by undertaking and is dated 29 February 2007 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

1 PARTIES

Owners Claire Marie Morgan of 1 Little Paddocks House, Little Paddocks Way, Ferring, West Sussex BN12 5NH, Patricia Margaret Townsend of 2 Little Paddocks House, Little Paddocks Way, Ferring, West Sussex BN12 5NP and Herbert Baker and Maria Baker of 3 Little Paddocks House, Little Paddocks Way, Ferring, West Sussex BN12 5NP

Applicant Designer Developments Limited (Co. Reg No. 3085658) whose registered office is at Thomas Eggar Arundel House 1 Liverpool gardens Worthing West Sussex BN11 1SL

First Mortgagee Northern Rock PLC (Company number 3273685) of Northern Rock House Gosforth Newcastle upon Tyne NE3 4PL

Second Mortgagee The Mortgage Business PLC (Company number 1997277) of Trinity Road Halifax West Yorkshire HX1 2RG

ADC Arun District Council, Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN17 5LF

2 CAPACITIES TO ENTER INTO DEED AND BASIC DEFINITIONS

Owners The freehold owners of the parcels of land whose addresses appear above under title numbers SX14389, SX14825 and WSX264355 respectively

Applicant The Applicant for Planning Permission under Application Ref: FG/10/06 dated 1st March 2006 and submitted on 22nd March 2006 for outline planning permission for demolition of 3 dwellings and replacement with 6 dwellings and "Planning Application" and "Development" shall be construed accordingly

First Mortgagee The proprietor of a charge over the property comprised in title number SX14389

Second Mortgagee The proprietor of a charge over the property comprised in title number WSX14825

ADC The Local Planning Authority under Town and County Planning Act 1990 and (as relevant) as payee in relation to the statutory functions and purposes identified herein in clause 5.

3 BACKGROUND

3.1 The Applicant has made the Planning Application which 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.

3.2 The First Mortgagee and the Second Mortgagee agree and consent to the Owners and the Applicant entering into this Deed and to the land being bound by its terms.

4 CONTRIBUTIONS PAYABLE

4.1 The Owners and Applicant undertake 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 "Due Date"	Amount	Statutory Function and Purpose
ADC	On or before the start of the Development	£6,000.00	Provision of off site play area facilities/equipment.

4.2 The Owners and the Applicant undertake with ADC not to start the Development until the payment is made.

5 ADDITIONAL CLAUSES

The Owners and the Applicant undertake with ADC as follows:

5.1 Start Date of this Deed and Obligations

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

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

5.1.3 On Commencement of the Development the Owners and the Applicant will send to ADC written Notice of that event in the Form of the Notice in Schedule 1.

5.2 Index Linking

The Owners and the Applicant undertake with ADC that any sums under this Deed shall be increased by the application of the following formula:-

$$A = B \times C \\ \bar{D}$$

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

5.3 Interest of Payments

The Owners and the Applicant undertake with ADC to 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.

5.4 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.

5.5 Costs

The Owners and the Applicant undertake with ADC to pay the reasonable legal costs of ADC in entering into this Deed.

6 GENERAL

- 6.1 This Deed is not a Planning Permission or any other form of consent under any other function of ADC.
- 6.2 This Deed does not restrict or fetter the statutory powers of ADC.
- 6.3 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.
- 6.4 This Deed confers no benefit on any third Part under the Contracts (Rights of Third Parties) Act 1999.
- 6.5 This Deed shall apply to the Development as authorised by the Planning Permission or as varied or renewed from time to time.
- 6.6 This Deed is a Local Land Charge and shall be registered as such.

7 VERIFICATION OF TITLE AND OBLIGATIONS

- 7.1 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 freeholders 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 200

Signed

On Behalf of

To :

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

From

Development at

Nature of Development

Planning Permission Date and Reference

Planning Obligation Date and Parties

Start Date

SCHEDULE 2

Payment Notice

Payment of Money due under a Planning Obligation

Please answer all Questions

1. Payment made by /on behalf of
2. Land at
3. Agreement dated
4. Planning Application reference number if applicable
5. Obligation clause

a	Clause no
b	Contribution towards
c	Amount of Contribution
d	Date upon which contribution due
e	Amount of contribution enclosed

Signed as a deed by Claire Marie Morgan in the presence of

X

CLAIRE MORGAN

X

MARIA BAKER

Signed as a deed by Patricia Margaret Townsend in the presence of

Signed as a deed by Herbert Baker in the presence of

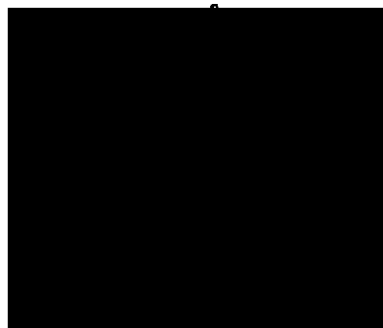
Signed as a deed by Maria Baker in the presence of

Signed as a deed by Designer Developments Limited in the presence of



Secretary

Director/s



Signed as a deed by the First Mortgagee



Authorised Officer



Authorised Officer

Signed a deed by the Second Mortgagee

Authorised Officer

Authorised Officer

Signed as a deed by Herbert Baker in the presence of

Signed as a deed by Maria Baker in the presence of

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Director/s

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Authorised Officer

Authorised Officer

Signed a deed by the Second Mortgagee

Authorised Officer

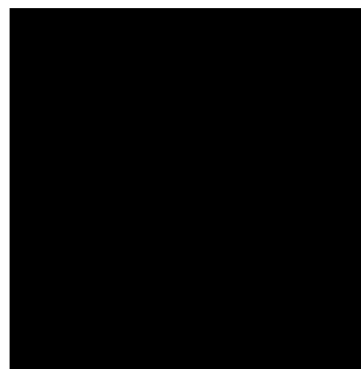
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Authorised Officer

Module 2

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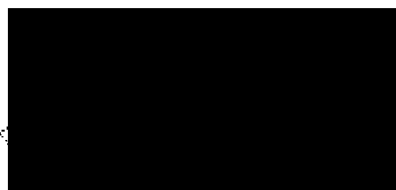
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Signed as a deed by Claire Marie Morgan in the presence of



CLAIRE MORGAN



MARIA BAKER

Signed as a deed by Patricia Margaret Townsend in the presence of

SCHEDULE 2

Payment Notice

Payment of Money due under a Planning Obligation

Please answer all Questions

1. Payment made by /on behalf of
2. Land at
3. Agreement dated
4. Planning Application reference number if applicable
5. Obligation clause

a	Clause no
b	Contribution towards
c	Amount of Contribution
d	Date upon which contribution due
e	Amount of contribution enclosed

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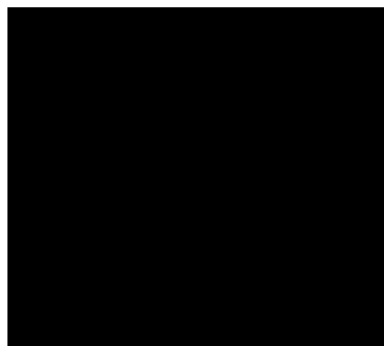
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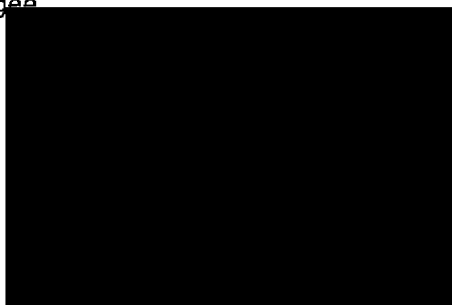
Signed as a deed by the First Mortgagee

Authorised Officer

Authorised Officer

Signed a deed by the Second Mortgagee

Authorised Officer



Signed as a deed by the First Mortgagee in the presence of

Signed as

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