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FP-500-12

3/49/14

12/2/14

Date: *11 February* 2014

ARUN DISTRICT COUNCIL (1)

WEST SUSSEX COUNTY COUNCIL (2)

KINGSOAK HOMES LIMITED (3)

Section 106 and 106A Deed of Supplementation of Planning Obligations
under the Town and Country Planning Act 1990

Relating to Kingsoak Site At Felpham, Bognor
Regis, West Sussex

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THIS DEED is made the

11th

day of

February

2014

BETWEEN:

- (1) **ARUN DISTRICT COUNCIL** of Arun Civic Centre Maltravers Road Littlehampton West Sussex BN17 5LF (the "**Council**");
- (2) **WEST SUSSEX COUNTY COUNCIL** of County Hall West Street Chichester West Sussex PO19 1RQ (the "**County Council**"); and
- (3) **KINGSOAK HOMES LIMITED** (Company Registration No. 1993976) whose registered office is at Barratt House Cartwright Way Forest Business Park Bardon Hill Coalville Leicestershire LE67 1UF ("**Kingsoak**")

WHEREAS:

A. Purpose of Deed

A.1 This Deed is an agreement made under Sections 106 and 106A of the Town and Country Planning Act 1990 ("the Act")

A.2 This Deed is supplemental to:-

- (a) the Initial Undertakings; and
- (b) the Section 106 Agreement

to the extent only that they relate to the Kingsoak Site

A.3 The provisions of this Deed bind the Kingsoak Site (and each and every part of it) the parties and except where provided in this Deed their successors in title

B. Interests in the Kingsoak Site

Kingsoak owns the Kingsoak Site and is registered as the owner pursuant to title number WSX313127.

C. Statutory Authorities

C.1 The Council remains the district planning and housing authority for the area within which the Kingsoak Site is situated and a local planning authority for the purposes of the Act

- C.2 The County Council remains the education authority for the area within which the Kingsoak Site is situated and a local planning authority for the purposes of the Act
- C.3 This Deed is made pursuant to the provisions Section 106 and 106A of the 1990 Act Section 111 of the Local Government Act 1972 the Housing Acts and all other powers enabling
- C.4 The Council and the County Council are the planning authorities by whom provisions of this Deed are enforceable

D. Planning

This Deed will apply in the event that Commencement takes place pursuant to the New Planning Permission and is supplemental to the Section 106 Agreement

IT IS AGREED as follows:

1. DEFINITIONS

- 1.1 Save as otherwise stated expressions in this Deed shall have the meanings given in the Section 106 Agreement
- 1.2 Where the context so admits words in this Deed shall be interpreted in accordance with Clause 2 of the Section 106 Agreement
- 1.3 On and from the date of this Deed (including the Recitals) the following definitions and where applicable the additional definitions shall (to the extent that they relate to the Kingsoak Site only) have the following meanings:

"Section 106 Agreement" means

- (e) the two deeds dated 5 August 2005 and made between the Muriel Helen Arbuckle and Roger Charles Philpott and others, the County Council, Felpham Consortium Limited and Hallam Land Management Limited pursuant to s106 of the 1990 Act;
- (b) the Deed dated 10 March 2010 and made between Kingsoak, the County Council and the Council pursuant to s106 of the Act;

- (c) the deed dated 19 December 2005 and made between the Owners (as defined therein), Felpham Consortium Limited, Hallam Land Management Limited and the County Council pursuant to s106 of the Act;
- (d) the deed dated 18 September 2006 and made between the Council, the Owners (as defined therein), Hallam Land Management Limited and Felpham Consortium Limited
- (e) the deed dated 15 February 2012 and made between the Council, the County Council and Kingsoak
- (f) the deed dated 20 June 2012 and made between the Council, the County Council and Kingsoak

“Affordable Housing Commuted Sum”

means FOUR HUNDRED AND EIGHTY FIVE THOUSAND ONE HUNDRED POUNDS (£485,100.00) to be used by the Council for the provision of Affordable Housing within its area in lieu of the provision of additional affordable housing within the Kingsoak Site

“Additional Education Contribution”

means the sum of NINETY TWO THOUSAND FIVE HUNDRED AND FIFTEEN POUNDS (£92,515) for education purposes

“Additional Healthcare Contribution”

means the sum of THIRTY SEVEN THOUSAND AND SIXTY SIX POUNDS (£37,066)

Locally Equipped Area of Play [LEAP] Contribution

means the sum of TWENTY SIX THOUSAND FOUR HUNDRED POUNDS (£26,400)

“Planning Application”

means the application FP/90/13 for phase 5. Additional 7 dwellings and amendments to a further 33 dwellings, following reserved matters approval ref FP/128/09 in accordance with outline permission FP/92/04.

2. CONDITIONALITY

- 2.1 This Deed is conditional upon the grant of the New Planning Permission PROVIDED ALWAYS THAT this Deed shall have no effect following the expiry or termination of the New Planning Permission save for payment of sums outstanding but that any sums properly paid prior to expiry or termination of the New Planning Permission shall remain with the party to whom they have been paid.
- 2.2 The restrictions on commencement construction sale and occupation of Dwellings shall remain in force as against all persons with any interest in the Kingsoak Site (or part thereof) and in relation to the commencement, construction, sale and occupation of all or any Dwellings wherever they are located on the Kingsoak Site until the entirety of any outstanding obligations or covenants payments shall have been fully satisfied in accordance with this Deed PROVIDED ALWAYS THAT any purchaser tenant or occupier of any Dwelling shall not be bound by the positive obligations to carry out works or pay monies under the terms of this Deed once the covenants which must be fulfilled prior to occupation of such Dwelling pursuant to this Deed shall have been fulfilled provided the Council shall have confirmed in writing that the said covenants have been fulfilled (and the Council shall respond to any reasonable request in that regard by the Owner Kingsoak or the solicitor or conveyancer acting for a prospective purchaser/tenant or occupier)

3. OBLIGATIONS TO BIND ENTIRE KINGSOAK SITE AND EACH AND EVERY PART OF IT

The provisions of this Deed and the covenants restrictions limitations and obligations given by Kingsoak shall bind and run with the Kingsoak Site and each and every part of it and shall be binding against Kingsoak and its successors in title and assigns to the Kingsoak Site and each and every part of it PROVIDED ALWAYS that

- 3.1 None of the covenants, restrictions, limitations or obligations shall be enforceable against any owner or occupier or individual dwelling or a Registered Social Landlord or its Mortgagee within the Kingsoak Site; and
- 3.2 This Deed shall not bind any person or persons after they have disposed of their interest in the Kingsoak Site without prejudice to the liability of any such person for any subsisting breach of this Deed which occurred prior to them parting with such interest and
- 3.3 None of the covenants, restrictions, limitations or obligations shall be enforceable against any part of the Land used by a Statutory Undertaker as defined within S262 of the Act as part of its operational Land

4. STATUTORY POWERS

- 4.1 This Deed is made pursuant to the provisions Section 106 and 106A of the Act Section 111 of the Local Government Act 1972 the Housing Acts and all other powers enabling
- 4.2 The provisions of this Deed are enforceable by the Council and the County Council and any of their duly appointed nominees or agents

5. LAND BOUND AND ENFORCING AUTHORITY

Subject to Clause 3 of this Deed the Planning Obligations relate to and are binding upon Kingsoak and on their interests in the Kingsoak Site and may be enforced against Kingsoak and their successors in title and their assigns or any of them by the Council or the County Council their nominees or agents

6. OWNERSHIP

Kingsoak warrants to the Council and the County Council that as at the date of this Deed its interest in the Kingsoak Site is as set out in Schedule 2 to this Deed and it has not granted any interest in the Kingsoak Site to any person SAVE THAT Dwellings within the Kingsoak Site have been sold or let to individuals who own or occupy the same but have no liability for the covenants restrictions limitations or obligations imposed on the Owner pursuant to this Deed

7. KINGSOAK COVENANTS

Kingsoak for itself and its successors in title and assigns to the Kingsoak Site and each and every part of it jointly and severally COVENANT in favour of the Council and the County Council to observe perform and abide by the Planning Obligations restrictions limitations and covenants in this Deed so that the said obligations run with and bind and run with the Kingsoak Site and each and every part of it and as follows:-

7.1 Commencement Notice

Not to Commence or cause or permit Commencement pursuant to the New Planning Permission prior to service of the Commencement Notice

8. CONSENTS AND GOOD FAITH IN RELATION TO THIS DEED

In all dealings with each other under this Deed and in any negotiations necessary with any third parties and any RSL pursuant to the provisions of this deed the parties to this Deed shall act and deal reasonably and in good faith

9. TITLE AND LOCAL LAND CHARGE REGISTRATION

9.1 Kingsoak hereby undertakes with the Council and the County Council:-

9.1.1 to co-operate fully in relation to the registration of this Deed and any related Agreements or dispositions at the Land Charges Registry in respect of any land within its ownership which is unregistered; and

9.1.2 to co-operate with the Council and the County Council in securing registration of this Deed against its title in the Kingsoak Site

9.2 This Deed is registrable by the Council as a local land charge in the Register of Local Land Charges kept by them

10. CONFIRMATION

In all other respects the Parties to this Deed affirm and confirm the content of the Section 106 Agreement

11. COSTS

Kingsoak agrees with the Council and the County Council to pay on completion of this Agreement :

11.1 to the Council the sum of £560 in legal costs plus the sum of £450 Monitoring Costs

11.2 and the sum of £560 to the County Council for their respective legal costs incurred in preparing and entering into this Agreement

IN WITNESS whereof this Deed has been executed as a Deed by the parties hereto the day and year first before written

Schedule 1 – Planning Consents

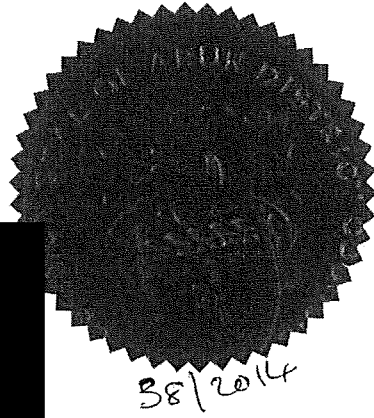
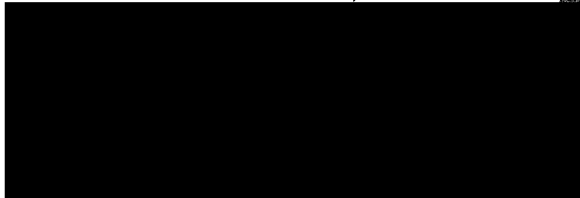
FP/92/04	Application for outline approval for residential development and associated uses forming part of policy Site 6
FP/220/07	
FP/128/09/	
FP205/10	
FP/224/11	

THE COMMON SEAL of)

ARUN DISTRICT COUNCIL)

was hereunto affixed to this deed in)

the presence of:



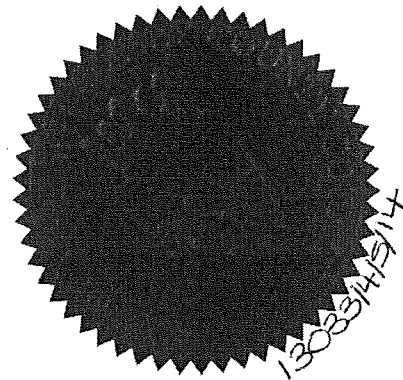
THE COMMON SEAL of)

WEST SUSSEX COUNTY COUNCIL)

was hereunto affixed to this deed in)

the presence of:)

M. Henshall
Authorised Signatory



EXECUTED AS A DEED on behalf of)

KINGSOAK HOMES

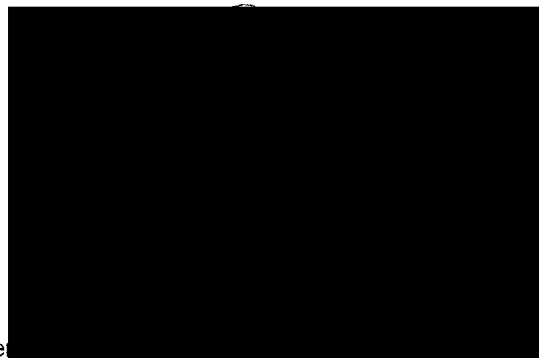
LIMITED

by *JAMES DUNN*

and *John Davis Jones*

in exercise of the powers conferred on the

Power of Attorney dated 6 February 2013



	Asphalt-on Roadside.
	Ownership Boundary
	Building Footprint
	Measured Trees.
	House Reference.
	Plot numbers.
	Private Access.
	2.0m High Boundary Wall
	1.8m High Fence.
	Assessable Housing.
	Regulate Materials - Tent.
	Regulate Materials - Sheds.

PRELIMINARY

REPHASE
REPHASE
REPHASE



$\frac{1}{2}$

0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99
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SCHEDULE OF UNITS		PLAN-LAY/PHASE/2/11/14		K ² E ² P ²
TYPE	NAME	DESCRIPTION	NO. UNITS	NO.
GAS/IN WELSON REGULAR				
RATING RATE				
147	WATSON	1,400 1/2 P/SECTION	5	104 1/2
148	CORRELL	1,400 1/2 P/SECTION	5	114 1/2
149	WATSON	1,400 1/2 P/SECTION	5	124 1/2
150	WATSON	1,400 1/2 P/SECTION	5	134 1/2
151	WATSON	1,400 1/2 P/SECTION	5	144 1/2
152	WATSON	1,400 1/2 P/SECTION	5	154 1/2
153	WATSON	1,400 1/2 P/SECTION	5	164 1/2
154	WATSON	1,400 1/2 P/SECTION	5	174 1/2
155	WATSON	1,400 1/2 P/SECTION	5	184 1/2
156	WATSON	1,400 1/2 P/SECTION	5	194 1/2
157	WATSON	1,400 1/2 P/SECTION	5	204 1/2
158	WATSON	1,400 1/2 P/SECTION	5	214 1/2
159	WATSON	1,400 1/2 P/SECTION	5	224 1/2
160	WATSON	1,400 1/2 P/SECTION	5	234 1/2
161	WATSON	1,400 1/2 P/SECTION	5	244 1/2
162	WATSON	1,400 1/2 P/SECTION	5	254 1/2
163	WATSON	1,400 1/2 P/SECTION	5	264 1/2
164	WATSON	1,400 1/2 P/SECTION	5	274 1/2
165	WATSON	1,400 1/2 P/SECTION	5	284 1/2
166	WATSON	1,400 1/2 P/SECTION	5	294 1/2
167	WATSON	1,400 1/2 P/SECTION	5	304 1/2
168	WATSON	1,400 1/2 P/SECTION	5	314 1/2
169	WATSON	1,400 1/2 P/SECTION	5	324 1/2
170	WATSON	1,400 1/2 P/SECTION	5	334 1/2
171	WATSON	1,400 1/2 P/SECTION	5	344 1/2
172	WATSON	1,400 1/2 P/SECTION	5	354 1/2
173	WATSON	1,400 1/2 P/SECTION	5	364 1/2
174	WATSON	1,400 1/2 P/SECTION	5	374 1/2
175	WATSON	1,400 1/2 P/SECTION	5	384 1/2
176	WATSON	1,400 1/2 P/SECTION	5	394 1/2
177	WATSON	1,400 1/2 P/SECTION	5	404 1/2
178	WATSON	1,400 1/2 P/SECTION	5	414 1/2
179	WATSON	1,400 1/2 P/SECTION	5	424 1/2
180	WATSON	1,400 1/2 P/SECTION	5	434 1/2
181	WATSON	1,400 1/2 P/SECTION	5	444 1/2
182	WATSON	1,400 1/2 P/SECTION	5	454 1/2
183	WATSON	1,400 1/2 P/SECTION	5	464 1/2
184	WATSON	1,400 1/2 P/SECTION	5	474 1/2
185	WATSON	1,400 1/2 P/SECTION	5	484 1/2
186	WATSON	1,400 1/2 P/SECTION	5	494 1/2
187	WATSON	1,400 1/2 P/SECTION	5	504 1/2
188	WATSON	1,400 1/2 P/SECTION	5	514 1/2
189	WATSON	1,400 1/2 P/SECTION	5	524 1/2
190	WATSON	1,400 1/2 P/SECTION	5	534 1/2
191	WATSON	1,400 1/2 P/SECTION	5	544 1/2
192	WATSON	1,400 1/2 P/SECTION	5	554 1/2
193	WATSON	1,400 1/2 P/SECTION	5	564 1/2
194	WATSON	1,400 1/2 P/SECTION	5	574 1/2
195	WATSON	1,400 1/2 P/SECTION	5	584 1/2
196	WATSON	1,400 1/2 P/SECTION	5	594 1/2
197	WATSON	1,400 1/2 P/SECTION	5	604 1/2
198	WATSON	1,400 1/2 P/SECTION	5	614 1/2
199	WATSON	1,400 1/2 P/SECTION	5	624 1/2
200	WATSON	1,400 1/2 P/SECTION	5	634 1/2
201	WATSON	1,400 1/2 P/SECTION	5	644 1/2
202	WATSON	1,400 1/2 P/SECTION	5	654 1/2
203	WATSON	1,400 1/2 P/SECTION	5	664 1/2
204	WATSON	1,400 1/2 P/SECTION	5	674 1/2

