Planning Application Reference:	P/66/97/
Document Type:	**Section 106 Agreement**
Date of Agreement:	**9th January 1998**

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

2

A DEED dated 9th January 1998

Between:

(1) "the Council" : **ARUN DISTRICT COUNCIL** of Arun Civic Centre Maltravers Road Littlehampton West Sussex BN17 5LF

(2) "the Owner" : [redacted]

(3) "the Applicant": [redacted]

Definitions:

1. **IN** this deed the following terms shall have the following meanings:-

"the Act"	means the Town and Country Planning Act 1990 as amended by the Planning and Compensation Act 1991.
"the Property"	means the property described in the First Schedule.
"the Application"	means an application dated 4th July 1997, received on 8th July 1997, under reference number P/66/97 made to the Council as required by the Act to carry out development at the Property.
"the planning permission"	means a planning permission issued by the Council in respect of the Application.
"development"	means the works approved by the planning permission.
"the contribution"	means a contribution towards the provision of offsite recreational facilities calculated at the date development commences in accordance with the requirements of the Council's Local Plan Review October 1996

Background:

2. **THE** Council is the local planning authority within the meaning of the Act for the area within which the Property is situated.

3. **THE** Owner owns the unencumbered freehold interest in the Property.

4. **THE** Applicant is the person by or on whose behalf the Application has been submitted and has agreed to purchase the property from the Owner.

5. **THE** Council is prepared to approve the Application subject to the Applicant entering into the covenants contained in this deed.

6. **THE** Owner has agreed to enter into this deed for the purpose of giving his consent and ensuring that the Property and his successors in title are bound by the covenants.

Covenant:

7. **THE** Applicant [with the consent of the Owner] covenants with the Council, with the objective of binding the Property and every part of it and of creating a planning obligation for the purposes of Section 106 of the Act, to observe and perform the obligations and restrictions set out in the Second Schedule.

Agreement and declaration:

8. **IT** is agreed and declared that:

(1) The planning obligation created by this deed shall not come into force until, as determined by the provisions of Section 56 of the Act, development is begun in reliance upon the planning permission.

(2) This deed shall not take effect if, before such development is begun, the planning permission shall expire, or is revoked, withdrawn or (without the consent of the Owner) is modified by any statutory process.

(3) Neither the Owner nor the Applicant shall be liable for a breach of any obligation created by this deed which occurs after he has parted with all interest in the property.

Interpretation:

9. **IN** this deed:

(1) References to any party shall where the context permits include his successors in title.

(2) Words expressed in any gender shall, where the context so permits or requires, include any other gender; words expressed in the singular shall include the plural and, where any party consists of more than one person, that party's obligations shall take effect as joint and several obligations.

(3) The clause and paragraph headings do not form part of this deed and shall not be taken into account in its construction or interpretation.

IN WITNESS of which this deed has been executed by the parties to it.

The First Schedule

The property edged red on the attached plan being the area of land in respect of which the Application is submitted and known as Unit 1 Mill Park Road Nyetimber Pagham West Sussex

The Second Schedule

1. To pay the contribution to the Council immediately prior to the commencement of the development.
2. That development shall not take place unless and until the contribution has been paid to the Council

ARUN DISTRICT COUNCIL P/66/97

THE COMMON SEAL of)
ARUN DISTRICT COUNCIL)
was hereunto affixed in)
the presence of:-)

[redacted]

SIGNED as a Deed by the Owner)
in the presence of:-)

[redacted]

ARUN DISTRICT COUNCIL P/66/97

