

DATED 12th November 2025

Arun District Council (1)

and

Stoney Brook Farm Limited (2)

AGREEMENT
pursuant to Section 106
of the Town and Country Planning Act 1990
relating to land at Stoney Brook Farm,
Eastergate Lane, Walberton, Arundel BN18 0BA

PLANNING APPLICATION: WA/108/24/PL

Arun District Council
The Civic Centre
Maltravers Road
Littlehampton BN17 5LF

DX 57406 LITTLEHAMPTON

10328

CONTENTS

Clause	Heading	Page
1	INTERPRETATION	4
2	STATUTORY PROVISIONS	8
3	CONDITIONALITY	9
4	COVENANTS TO THE COUNCIL	9
5	CONFIRMATION OF INTEREST	10
6	INDEX LINKED	10
7	RELEASE	11
8	DETERMINATION OF DEED	11
9	LOCAL LAND CHARGE	11
10	COSTS	12
11	INTEREST ON LATE PAYMENT	12
12	DISPUTES	12
13	NO FETTER OF DISCRETION	13
14	WAIVER	13
15	FUTURE PERMISSIONS	14
16	AGREEMENTS AND DECLARATIONS	14
17	SECTION 73 CONSENTS	14
18	NOTICES	15
19	CANCELLATION OF ENTRIES	16
20	VALUE ADDED TAX	16

21	THIRD PARTY RIGHTS	16
22	JURISDICTION	17
	SCHEDULE 1 COVENANTS BY THE OWNER	18
	APPENDIX 1 COMMENCEMENT NOTICE	22
	APPENDIX 2 PAYMENT NOTICE	23
	APPENDIX 3 PLAN	24
	APPENDIX 4 CHANGE IN OWNERSHIP FORM	24

THIS DEED is dated 12th November 2025

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

(2) **STONEY BROOK FARM LIMITED (Co.Regn. No 11625151)** of Stoney Brook Farm, Eastergate Lane, Walberton, Arundel BN18 0BA (the "Owner");

WHEREAS

(A) The Council is the Local Planning Authority for the purposes of the Act for the area in which the Site is situated and the authority responsible for the provision of housing, leisure, open space and recreation services.

(B) The Council shall be responsible for enforcing this Deed for all purposes.

(C) The Owner is the freehold owner of that part of the Site registered at the Land Registry under Title Number WSX100852.

(D) The Owner submitted the Planning Application for the proposed Development and the Council has resolved that subject to the completion of this Deed, Planning Permission will be granted.

(E) The Owner has agreed to enter into this Deed to give planning obligations to the Council and upon the terms and subject to the conditions therein.

AGREED TERMS

1 INTERPRETATION

1.1 The following definitions and rules of interpretation apply in this Deed:

Act	means the Town and Country Planning Act 1990 (as amended from time to time);
Application Site	means the land at Stoney Brook Farm, Eastergate Lane, Walberton Arundel BN18 0BA as registered under HM Land

Registry title number WSX100852 and shown for identification purposes only edged red on the Plan;

BNG	means Biodiversity Net Gain;
Commencement of Development	means the carrying out in relation to the Development of any material operation as defined by section 56(4) of the Act (and the phrase " Commence Development " shall be construed accordingly) but disregarding for the purposes of this Deed and for no other purpose, the following operations: site clearance; ground investigations; site survey works; temporary access construction works; archaeological investigation; and erection of any fences, signage and hoardings around the Site;
Commencement Notice	means notice in the form annexed to this Deed at Appendix 1;
Commercial Unit	means the single unit to be provided on the Site for use as Class E (g) (iii) floor space, access, parking, drainage and landscaping
Default Events	means non-compliance with any of the requirements of paragraphs 2.1 and 2.2 of Part 2 of the First Schedule;
Development	means the erection of a re – purposed building for use as Class E (g) (iii) floor space, access, parking, drainage and landscaping for WA/108/24/PL as set out in the Planning Application;
Habitat Creation and Enhancement Works	means the works set out in the Habitat Management and Monitoring Plan;
Completion Date	means the date of completion of the Habitat Creation and Enhancement Works;
Habitat Monitoring Fee	means a sum calculated at a rate of £6,578.00 (Six Thousand Five Hundred and Seventy-Eight Pounds) per planning obligation trigger in this Deed (based on the Council's annual Section 106 monitoring costs divided by the annual average number of planning obligation triggers over the preceding five year period)

Habitat Management and Monitoring Plan (HMMP)	means a habitat management and monitoring plan prepared by a suitably qualified person and substantially in the form set out in the Natural England Habitat Management and Monitoring Plan Template, to be submitted to the Council for prior written approval in accordance with the terms of Schedule 1. The HMMP shall cover a minimum of thirty (30) years and shall include details of monitoring and reporting to the Council during those periods, including details of how funding has been secured to deliver the HMMP;
Index	means:
	(a) in relation to the Council such increase to sums payable to the Council by an amount equal to the proportionate increase in the All In Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors between the date of consultation (10th May 2022) and the date that payment of the relevant contribution is due to the Council;
Index Linked	means indexation (which may increase or decrease) in accordance with clause 6.3 below;
Monitoring Report	means a written report to be submitted to and approved by the Council in writing, substantially in the form set out by Natural England Template Version 1.0 November 2023 or its successor document; providing an assessment of the performance and efficacy of the HMMP in the 12 month period preceding the relevant Monitoring Report Date and such report to include but not be limited to assessment of condition of the Off-Site Creation Enhancement Habitat and the On-Site Creation and Enhancement Habitat using Statutory Biodiversity Metric [4.0];
Monitoring Report Date	the first, second, third, fourth, fifth, tenth, fifteenth, twentieth, twenty-fifth and thirtieth anniversaries of the Habitat Creation and Enhancement Works Completion Date;

Occupation and Occupied	means commercial occupation of a Commercial Unit by an individual or individuals in right of an interest in the Commercial Unit purchased or rented by that individual or individuals (which for the avoidance of doubt shall not include occupation by personnel engaged in construction, fitting out or decoration in connection with the carrying out of the development occupation for marketing or display of the development or occupation in connection with security operations during the carrying out of the Development) and “First Occupation” shall be construed accordingly;
On-Site Creation and Enhancement Habitat	means the habitat within the Application Site and which is to be created and enhanced in accordance with the approved Habitat Management and Monitoring Plan and is to be maintained by the Owner;
Owner	means the Owner and shall include any successors in title to any of the parties comprised within the definition of the Owner;
Plan	the approved plan attached to this Deed required as a statutory pre-commencement condition;
Planning Application	the planning application made under reference WA/108/24/PL for the Development;
Planning Permission	the planning permission granted by the Council (or the Secretary of State or his Inspector on appeal) pursuant to the Planning Application and shall include any subsequent permissions under Section 73 of the Act permitting the carrying out of the Development;
Site Clearance	means the removal or interference with any vegetation, spoil, equipment, debris, waste material and timber on the Application Site which is for the purpose of allowing the Development to proceed;
Statutory Biodiversity Metric	means the Statutory Biodiversity Metric and

Small Sites Metric published by Natural England (Joint Publication JP039 November 2023) and hosted by the Department for Environment, Food and Rural Affairs (DEFRA), used to calculate biodiversity value for the purposes of BNG.

Working Day means a weekday (Saturdays, Sundays and public holidays days expected) and “Working Days” shall be construed accordingly

- 1.2 Clause headings shall not affect the interpretation of this Deed.
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.5 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.6 A reference to this Deed or to any other deed or document referred to in this Deed is a reference to this Deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 1.7 References to clauses and schedules are to the clauses and schedules of this Deed.
- 1.8 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

2 STATUTORY PROVISIONS

- 2.1 This Deed is made pursuant to the provisions of section 106 of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.
- 2.2 The covenants, restrictions and obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act and are entered into by the Owner with the intention that they bind the interests held by those persons in the Site and their respective successors and assigns.

2.3 The covenants, restrictions and obligations contained in this Deed are enforceable by the Council in accordance with section 106 of the Act and any other enabling powers.

3 CONDITIONALITY

3.1 Clauses 2 (Statutory Provisions), 3 (Conditionality), 5 (Confirmation of Interest), 6 (Index Linked), 11 (Interest on Late Payment), 13 (No Fetter of Discretion), 18 (Notices), 20 (Value Added Tax), 21 (Third Party Rights) and 22 (Jurisdiction) of this Deed shall take effect on the date hereof.

3.2 The remainder of this Deed is conditional on the grant and issue of the Planning Permission and Commencement of Development.

3.3 In the event that the Planning Application or any Planning Condition is subject to an appeal then each Planning Obligation in this Deed is also conditional upon:

- (a) The Secretary of State or the planning inspector deciding the appeal being satisfied that it is:
 - (i) Necessary to make the Development acceptable in planning terms; and
 - (ii) Directly related to the Development; and
 - (iii) Fairly and reasonably related in scale and kind to the Development; and
 - (iv) Complies, in all other respects with Regulation 122 of the CIL Regulations.

4 COVENANTS TO THE COUNCIL

4.1 The Owner covenants and agrees with the Council (as applicable) with the intent to bind each and every part of the Site:

- (a) To give the Council written notice of the date of Commencement of Development within 7 (seven) Working Days of it occurring in the form set out in the Commencement Notice at Appendix 1;

- (b) All payments due under this Deed shall be forwarded to the Council (as applicable) and shall have attached to them a copy of the Payment Notice duly completed in the form annexed at Appendix 2;
- (c) To carry out the Development in a manner consistent with the provisions of the Planning Permission unless otherwise agreed with the Council; and
- (d) To perform the covenants, restrictions and obligations contained in this Deed and in the Schedules to this Deed.

5 CONFIRMATION OF INTEREST

- 5.1 The Owner hereby warrants and confirms that apart from the parties hereto there are no other persons with a legal estate or beneficial interest in the rents and profits or proceeds of sale of the Site or any part thereof.
- 5.2 Until the covenants, restrictions and obligations in the First Schedule have been complied with, the Owner will give to the Council; within 7 (seven) Working Days, notice of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Site by way of the Change in Ownership Form PROVIDED THAT this obligation shall not apply to any conveyance, transfer, lease, assignment, mortgage or other disposition of an individual Commercial Unit or to a statutory undertaker acquiring an interest for the purposes of its undertaking.

6 INDEX LINKED

- 6.1 All financial contributions payable to the Council shall be Index Linked.
- 6.2 Where reference is made to an index (including the RPI Index and the BCIS Index) and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this Deed) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council (as the case may be) shall advise the Owner in writing.

6.3 The Owner agrees with the Council that any sum payable by the Owner and referred to in the First Schedule shall be increased by the application of the following formula:

$$A = B \times (C \text{ divided by } D)$$

Where:

A is the sum actually payable on the Specified Date

B is the original sum mentioned in this Deed

C is the BCIS Index for the month two months before the Specified Date

D is the BCIS Index for the month two months before the date that Planning Permission is granted

C/D is equal to or greater than 1

7 RELEASE

7.1 No person shall be liable for any breach of a covenant, restriction or obligation contained in this Deed after parting with all of its interest in the Site, or parting with its interest in that part of the Site to which the relevant covenant, restriction or obligation relates, save in respect of any breach subsisting prior to parting with such interest.

8 DETERMINATION OF DEED

8.1 If the Planning Permission is quashed revoked or otherwise withdrawn or expires within the meaning of sections 91, 92 and 93 of the Act or is revoked or modified in accordance with sections 97 to 100 inclusive of the Act without the consent of the Owner this Deed shall cease to have effect (but without prejudice to the rights of either party against the other in respect of any antecedent breach) with the exception of clause 10 (costs).

9 LOCAL LAND CHARGE

9.1 This Deed is a local land charge and shall be registered as such by the Council.

10 COSTS

The Owner shall pay to the Council on or before the date of this Deed:

- 10.1 the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, negotiation, completion and registration of this Deed; and

11 INTEREST ON LATE PAYMENT

- 11.1 If any sum or amount has not been paid to the Council by the Specified Date, the Owner shall pay the Council interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis from the Specified Date until actual payment.

12 DISPUTES

- 12.1 The Parties shall use their reasonable endeavours to resolve any dispute, controversy or claim arising out of or relating to this Deed, including but not limited to any question regarding its breach, existence, validity or termination or the legal relationships established by this Deed, within 28 (twenty eight) days of the dispute arising.
- 12.2 Failing the resolution of any such dispute, disagreement or difference within 28 (twenty eight) days of the same arising it may be referred for determination in accordance with the provisions of this clause 12 on the reference of any of the Parties to the dispute.
- 12.3 In the case of any legal requirement or interpretation or other matter regarding this Deed the same shall be referred to Counsel of at least fifteen (15) years' experience in such matters who shall be appointed in default of agreement between the Owner and the Council (as the case may be) by the Chair of the Bar Council or the Vice-Chair of the Bar Council.
- 12.4 The determination of the Expert (including any determination as to the responsibility for the payment of their own costs and those of the Parties) shall be final and binding upon the Parties and on any persons claiming through or under them and judgement upon the matter may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of the award and an order of enforcement as the case may be.

12.5 The terms of reference of any Expert appointed to determine a dispute, disagreement or difference shall include the following:

- (a) the Expert shall call for representations from all Parties within 21 days of a reference to them under this Deed and require the Parties to exchange representations within this period;
- (b) the Expert shall allow the parties to the arbitration 14 days from the expiry date of the period referred to in paragraph (a) above to make counter representations;
- (c) any representations or counter representations received out of time may be disregarded by the Expert;
- (d) the Expert shall provide the Parties with a written decision (including their reasons) within 28 days of the last date of receipt of counter representations and the Expert shall be entitled to call for such independent expert as they shall think fit;
- (e) Expert's costs and the costs of any independent expert advice called for by the Expert shall be included in the award;
- (f) unless this Deed has already been terminated each of the respective Parties shall in every case continue to comply with its obligations under this Deed regardless of the nature of the dispute for resolution pursuant to this clause 12 (but without prejudice to the rights and obligations of the respective Parties in relation to the termination of the Deed).

13 NO FETTER OF DISCRETION

13.1 Nothing herein contained or implied shall prejudice or affect the rights, discretions, powers, duties and obligations of the Council under all statutes, by-laws, statutory instruments, orders and regulations in the exercise of its functions as a local authority.

14 WAIVER

14.1 No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the obligations, terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said

obligations terms or conditions or from acting upon any subsequent breach or default in respect thereto by the Owner.

15 FUTURE PERMISSIONS

15.1 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with any planning permission (other than the Planning Permission or modification, variation or amendment thereof) granted after the date of the Planning Permission.

16 AGREEMENTS AND DECLARATIONS

16.1 The parties agree that nothing in this Deed constitutes a planning permission or an obligation to grant planning permission and nothing in this Deed grants planning permission or any other approval, consent or permission required from the Council in the exercise of any other statutory function.

16.2 Where the agreement, approval, consent or expression of satisfaction is required from the Council under the terms of this Deed such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed.

17 SECTION 73 CONSENTS

17.1 Subject to the proviso to this clause if any Section 73 Consent is granted after the date of this Deed:

(a) the obligations in this Deed shall relate to and bind such Section 73 Consent; and

(b) the definitions of Planning Application, Development and Planning Permission (other than for the purposes of clause **Error! Reference source not found.**) shall be construed to include reference to (respectively) the planning application for the Section 73 Consent the development permitted by the Section 73 Consent and the Section 73 Consent itself

PROVIDED THAT:

17.2 nothing in this clause shall fetter the discretion of the Council in determining any planning application for a Section 73 Consent and the appropriate planning obligations required in connection with the determination of the same;

17.3 to the extent that any of the obligations in this Deed have already been discharged at the date that a Section 73 Consent is granted they shall remain discharged for the purposes of the Section 73 Consent.

18 NOTICES

18.1 Any notice or other communication to be given under this Deed must be in writing and must be:

- (a) delivered by hand; or
- (b) sent by pre-paid first class post or other next working day delivery service; or
- (c) by commercial courier; or
- (d) by email to planning@arun.gov.uk quoting the Planning Application number.

18.2 Any notice or other communication to be given under this Deed must be sent to the relevant party as follows:

- (a) to the Council at: Arun Civic Centre, Maltravers Road, Littlehampton, BN17 5LF for the attention of the Planning Department and quoting the Planning Application number;
- (b) to the Owner at Stoney Brook Farm, Eastergate Lane, Walberton, Arundel BN18 0BA.

18.3 Any notice or other communication given in accordance with this clause will be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt PROVIDED THAT if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day; or
- (b) if sent by pre-paid first class post or other next Working Day delivery service, at 9.00 am on the second Working Day after posting; or
- (c) if delivered by commercial courier on the date and at the time that the courier's delivery receipt is signed; or

- (d) if sent by email to the Council at planning@arun.gov.uk provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day.

18.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, applicable, any arbitration or other method of dispute resolution.

19 CANCELLATION OF ENTRIES

- 19.1 On the written request of the Owner at any time after each or all of the obligations have been performed or otherwise discharged (and subject to the payment of the Council's reasonable and proper costs) the Council will issue a written confirmation of such performance or discharge.
- 19.2 Following the performance and full satisfaction of all the terms of this Deed or if this Deed is determined pursuant to clause 10 (and subject to the payment of the Council's reasonable and proper costs and charges) the Council will on the written request of the Owner cancel all entries made in the local land charges register in respect of this Deed.

20 VALUE ADDED TAX

- 20.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly paid.
- 20.2 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Deed then to the extent that VAT has not been previously charged in respect of that supply the party making the supply shall have the right to issue a VAT invoice to the party to whom the supply was made and the VAT shall be paid accordingly.

21 THIRD PARTY RIGHTS

- 21.1 A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

22 JURISDICTION

22.1 This Deed is governed by and interpreted in accordance with the law of England.

FIRST SCHEDULE

COVENANTS BY THE OWNER

PART 1

Habitat Management and Monitoring Plan (“HMMP”)

The Owner covenants as follows:

- 1.1 Prior to the commencement of Site Clearance to submit a HMMP to the Council for approval.
- 1.2 Shall not cause or permit the commencement of Site Clearance until the HMMP has been submitted to and approved in writing by the Council.
- 1.3 Not to permit First Occupation of the Development until the On-Site Creation and Enhancement Habitat has been laid out in complete accordance with the HMMP and to the satisfaction of and as approved in writing by the Council.
- 1.4 Not to permit Occupation of any Commercial Unit until the On-Site Creation and Enhancement Habitat for the relevant Commercial Unit has been laid out in complete accordance with the HMMP and to the satisfaction of the Council.
- 1.5 To maintain the On-Site Creation and Enhancement Habitat in accordance with the HMMP as approved in writing by the Council at all times to the written satisfaction of the Council, including in accordance with any subsequent revisions to the HMMP approved by the Council following receipt of the Monitoring Reports required by Part 2 of Schedule 1.
- 1.6 Not to amend or deviate from the approved HMMP without the Council’s prior written consent allowing for reasonably required revisions approved in accordance with Part 2 of Schedule 1.
- 1.7 To keep the On-Site Creation and Enhancement Habitat managed maintained open undeveloped and in accordance with the approved HMMP except this clause shall not prevent the recreational use of the On-Site Creation and Enhancement Habitat as agreed by the Council in writing.
- 1.8 Not to Commence Development until the Habitat Monitoring Fee has been paid to the Council and the Council has received cleared funds of the Habitat Monitoring Fee.

PART 2

HMMP Requirements – Monitoring Reports

The Owner covenants with the Council:

- 2.1 To submit a Monitoring Report within 30 Working Days of each Monitoring Report Date.
- 2.2 Following consideration of the Monitoring Report submitted in accordance with paragraph 2.1 above and where the Council notifies the Owner in writing of any revisions to be made to the approved HMMP as are reasonably required to achieve and maintain the Habitat Creation and Enhancement Works, to implement such revised approved HMMP in accordance with the revisions required.
- 2.3 Without prejudice to the Council's powers, where there is any breach or non-compliance by the Owner with the terms of clause 2.1 and 2.2 above (“**Default Events**”), the Council may appoint its own ecologist(s) and do the following:
 - a. (and the Owner hereby grants authority for the Council and its authorised employees and agents) to enter the Application Site with staff contractors plant and equipment and carry out such steps measures or operations on the Application Site as the Council considers to be necessary to (without prejudice to the generality of the provision) ensure compliance with and/or to remedy any non-compliance with the HMMP and associated remediation identified in the Monitoring Report pursuant to clause 2.1 above; and
 - b. recover from the Owner the costs and expenses reasonably incurred by the Council in remedying such non-compliance (which shall be paid by the Owner within 10 Working Days of the date of notification for payment from the Council and may be charged on the Owner's interest in the Application Site).

PROVIDED THAT the Council shall (unless otherwise agreed by the Council) give to the Owner not less than 20 Working Days' prior notice of its intention to remedy such non-compliance to allow the Owner an opportunity to remedy the same themselves.

PART 3

Transfer of On-Site Creation and Enhancement Habitat

The Owner covenants with the Council as follows;

1. To notify the Council upon transfer of any part of the Application Site;
2. To procure that any successor in title to the Owner shall within 3 months of legal completion of the transfer, or such other period as may be agreed with the Council in writing, enters into the following covenants upon purchasing part of the Application Site:
 - (i) to maintain any On-Site Creation and Enhancement Habitat within the boundary of the part of the Application Site in which they are taking an interest in accordance with the HMMP to the satisfaction of the Council in order to complete the Habitat Creation and Enhancement Works
 - (ii) that upon any subsequent sale or lease of a Commercial Unit within the Development it will procure that the buyer or lessee shall enter into direct covenants with the Owner in the form of paragraphs 2.1, 2.2 and 2.3 of this Schedule 1; and
 - (iii) to procure that the buyer or lessee acknowledges that the Council shall not be responsible for any costs or expenses incurred in implementing and complying with the completion of the Habitat Creation and Enhancement Works or the HMMP.
3. When the On-Site Creation and Enhancement Habitat for the relevant Commercial Unit has been laid out in complete accordance with the HMMP, the Owner shall supply to the Council proposals confirming the arrangements to secure the management and future maintenance of the On-Site Creation and Enhancement Habitat which shall state whether the Owner proposes to transfer the management and future maintenance of the On-Site Creation and Enhancement Habitat to:
 - a. a Management Company or such other third party which may be approved by the Council in writing; or
 - b. the Council if the Council so agrees in writing.
4. The Owner shall not transfer or dispose of any Commercial Unit unless there is included in the transfer or disposal of that Commercial Unit a covenant by the purchaser or transferee to pay an annual charge as may be reasonably determined by the Owner or the

Management Company as the case may be for the maintenance of the On-Site Creation and Enhancement Habitat.

PART 4

Funding for Management and Monitoring Costs

1. The Owner shall provide details to the Council of how funding has been secured to deliver the HMMP for the full thirty (30) year term, and shall ensure that such funding is maintained and available for all implementation and monitoring obligations contained in the HMMP.

APPENDIX 1

COMMENCEMENT NOTICE

Pursuant to Clause 4.1 in the Agreement Described Below

I advise you that the Development described below was commenced on the Start Date stated in this Notice.

Dated: this day of 20

Signed:

On Behalf of:

To:

(1) Group Head of Planning, Arun District Council, The Civic Centre, Maltravers Road, Littlehampton BN17 5LF (email: planning@arun.gov.uk)

(2) Monitoring and Records Team, Strategic Planning Division of County Hall, Chichester PO19 1RQ (em
[REDACTED]

From:

Development At:

Nature of Development:

Planning Permission Date & Reference (include outline and reserved matters if relevant):

.....

Planning Obligation Date & Liable Parties:

.....

.....

Start Date:

APPENDIX 2

PAYMENT NOTICE

Payment of Monies due under a Section 106 Planning Obligation / Agreement

Dated: this day of 20

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

5. Obligation(s) in the Agreement:

Clause no (s)

Contribution(s) towards

Amount(s) of contribution due

Date upon which contribution(s) due

*Total Amount of contribution paid electronically

Does the total amount include an additional amount for indexation?

*If paying by electronic bank transfer:

Account Name - Arun District Council

Sort Code - 30-80-12

Account No - 14615968

Ensure you quote the Planning Permission Reference shown above.

6. Full name, postal address and email for us to send you an invoice:

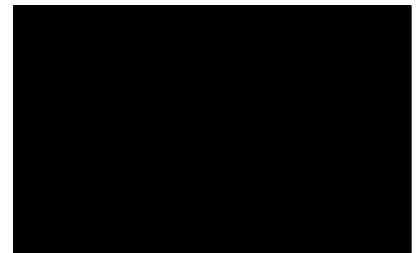
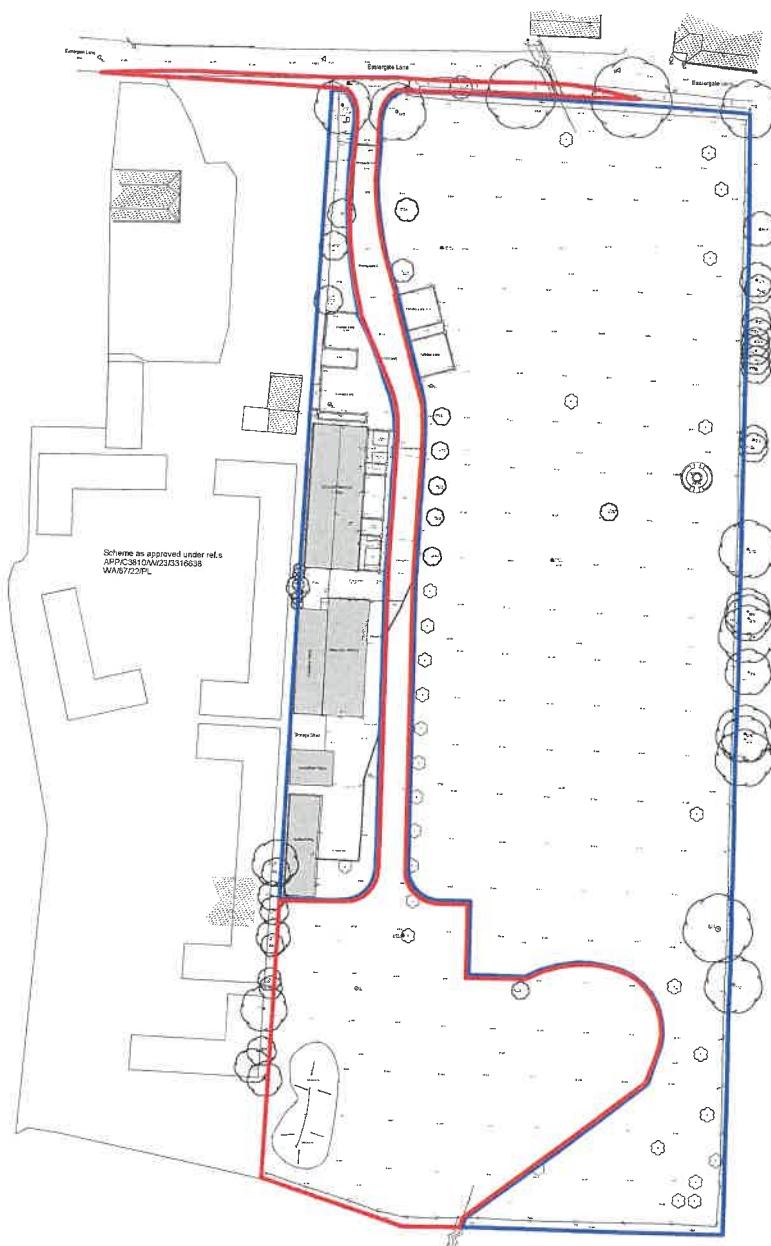
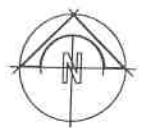
.....
.....

APPENDIX 3

PLAN

© This drawing and design are copyright.

Do not scale from this drawing. Use only figured dimensions. If in doubt, ask.
All dimensions are to be checked on site.
Any discrepancies should be reported immediately to the Architect.



Proposed Commercial Unit at:
Stoney Brook Farm, Eastergate Lane
Arundel, BN18 0BA
Site Location Plan
Scale 1:1250 (A4)

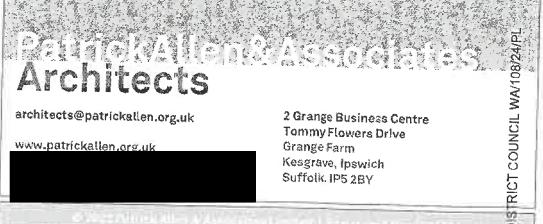
4494-01E

0 10 20 30 40 50

100m

1:1250

DATE	REV.	DESCRIPTION	DRAWN
13.11.24	E	Red line amended	JK
29.10.24	D	Red line amended	JK
17.04.24	C	Red line amended	JK
21.03.24	B	Red line amended	JK
11.01.24	A	Red line amended	JK



ARUN DISTRICT COUNCIL WA/108/24/PL

APPENDIX 4 - CHANGE IN OWNERSHIP FORM

Pursuant to Relevant Clause in Planning Obligation Described Below

Please accept this as written notification of a change in ownership regarding the site below.

Dated this day of 20

Signed.....

(Name)

On behalf of

Name of Transferee:	
Full address of Transferee (registered office if a company):	
Development at:	
Nature of development:	
Planning Permission Reference:	
Agreement Date:	

Please submit a location plan with the area of land transferred edged in red or clearly identified.

THIS DEED has been executed as a deed, is delivered, and takes effect on the date stated at the beginning of it.

Executed as a Deed by affixing
THE COMMON SEAL of }
ARUN DISTRICT COUNCIL }
in the presence of:- }
Authorised Signatory

Signature



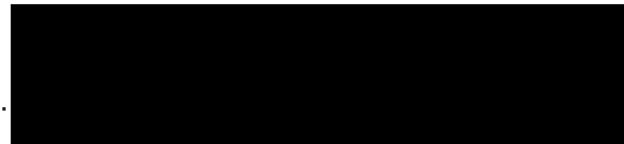
Name Zinat Owode-Oyewale

Job Title Planning Lawyer

Seal Book No. 219 / 2025

EXECUTED as a deed by:
STONEY BROOK FARM LIMITED

In the presence of



Authorised Signatory

Witness Sign

Witness name

Jackie Scott

Witness address:
.....
.....
.....
.....

Jackie Scott Limited
74 Felpham Road
Bognor Regis
West Sussex
PO22 7NZ

Occupation:

