

DATED THIS 9 DAY OF <i>January</i> 20 <i>20</i>		
(1)	ARUN DISTRICT COUNCIL	
(2)	WEST SUSSEX COUNTY COUNCIL	
(3)	LANDLINK ESTATES LIMITED	
(4)	DAVID WINSTON LANGMEAD, SANDRA ANN LANGMEAD AND DENTON & CO TRUSTEES LIMITED	
(5)	LANGMEADS OF FLANSHAM LIMITED	
	Agreement pursuant to Section 106 of the Town and Country Planning Act 1990 relating to land at 10 Acre Field North of Grevatts Lane Yapton Planning ref: Y/103/18/PL	
	Arun District Council Maltravers Road Littlehampton West Sussex BN17 5LF DX 57406 LITTLEHAMPTON	

THIS DEED is dated

4 January 2020

- (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"**)
- (3) **DAVID WINSTON LANGMEAD** and **SANDRA ANN LANGMEAD** both of Halnaker House, Halnaker, Chichester, West Sussex, PO18 0QU and **DENTON & CO TRUSTEES LIMITED** incorporated and registered in England and Wales with company number 01939029 whose registered office is at Sutton House, Weyside Park, Catteshall Lane, Godalming, Surrey, GU7 1XE (**"the Owner"**).
- (4) **LANDLINK ESTATES LIMITED** incorporated and registered in England and Wales with company number 02804694 whose registered office is at Ham Farm Main Road Bosham Chichester West Sussex PO18 8EH (**"the Applicant"**)
- (5) **LANGMEADS OF FLANSHAM LIMITED** incorporated and registered in England and Wales with company number 00569751 whose registered office is at A2 Yeoman Gate Yeoman Way Worthing West Sussex United Kingdom BN13 3QZ (**"the Beneficiary"**)

BACKGROUND

- (A) The Council is the local planning authority, and the local authority responsible for housing, public open space, equipped play space and sport and recreation facilities for the area in which the Property is situated.
- (B) The County Council is the local highway authority and the local authority responsible for providing education, libraries and fire rescue services for the purposes of the area in which the Property is situated.
- (C) The Owner is the freehold owner of the Property.
- (D) The Beneficiary has the benefit of a charge registered over the Property dated 25 January 2006 and record on the Charges Register over title number WSX296992 at HM Land Registry.
- (E) The Planning Application was made by the Applicant to the Council to develop the Property and Planning Permission was refused on 21 October 2019.
- (F) The Applicant has confirmed their intention to submit an Appeal.

AGREED TERMS

1. INTERPRETATION

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

1.1 Definitions:

All Requisite Consents: means all requisite consents orders agreements authorisations licences and permissions required to implement a Scheme

Appeal: means the appeal against the refusal of the Planning Application by the Council to be submitted by the Applicant to the Secretary of State for Housing, Communities and Local Government

Base Rate: the higher of 5% and the base rate from time to time of Barclays Bank plc.

CIL Regulations: means the Community Infrastructure Regulations 2010 (as amended)

Commencement of Development: means the date that the Development is begun by the carrying out of a material operation on the Property pursuant to the Planning Permission within the meaning of section 56 of the Act and the terms “Commence”, “Commencement” and “Commenced” shall be construed accordingly save that for the purposes of this Deed the Development shall not be considered to have been Commenced by virtue of operations consisting of site levelling stripping or clearance, demolition work, archaeological investigations, investigations for the purposes of assessing ground conditions, ecology investigation or monitoring and any ecological protection relocation or work to create or improve ecological habitats, remedial works in respect of any contamination or other adverse ground conditions, the diversion and laying of services, the erection of any temporary means of enclosure the carrying out of any highway works outside the Property pursuant to any highways agreement or the temporary display of site notices or advertisements.

Commencement Date: the date Development Commences.

Default Interest Rate: 4% per annum above the Base Rate.

Development: the development of the Property authorised by the Planning Permission.**HA 1990:** Highways Act 1980

Highways Agreement: an agreement made under section 278 of the HA 1980 and/or section 38 of the HA 1980 to be agreed between the Owner and County Council in relation to the Highway Works

Highway Works: means the following works:

- (a) Provision of traffic signage along the A259 at Yapton to indicate and give sufficient notification to drivers of the new junction to be used to access the Development.
- (b) Signage is to be used to give drivers travelling both east and westbound on the A259 at Yapton sufficient notification of the junction

And such other works agreed between the Owner and County Council acting reasonably.

Highway Works Scheme: means a scheme in respect of the Highway Works delivered in accordance with paragraph 3 of Schedule 1.

Highways Contribution means a financial contribution of £975.00 (nine hundred and seventy five pounds) and paid to the County Council in accordance with paragraph 2 of the First Schedule to be used towards the provision of physical measures comprising of the installation of a bollard and signage to restrict vehicle movements along Grevatts Lane West (west of the Property access) in association with the Traffic Regulation Order to be promoted

Index Linked: means indexation (which may increase or decrease) calculated by multiplying the relevant sum by

Final Index Figure

Base Index Figure

Where:

Base Index Figure equals the latest published figure in the index at the date of this Deed and

Final Index Figure equals the latest figure published in the index at the date of the relevant payment is made

NPPF: the National Planning Policy Framework (as amended)

Occupation: means the first date when any part of the Development (or any part as may be specified) is occupied other than occupation of the site for the purposes of construction or fitting out or marketing.

Operation: means the commercial operation of the crematorium for the purposes permitted by the Planning Permission which shall not include any operation or occupation for testing the facilities, construction, fitting out or decoration or for marketing or display or for the training of staff prior to opening of the facility

Plan: the plan attached as Annex A.

Planning Application: the application for full planning permission for single chapel crematorium with car parking, landscape works, surface water drainage features & associated highway improvements registered under reference number Y/103/18/PL

Planning Permission: any planning permission issued pursuant to the Appeal

Property: the land at 10 Acres field the north side of Grevatts Lane Yapton Arundel edged red on the Plan and comprising part of the land registered at HM Land Registry with absolute title under title number WSX296992.

Risk of Flooding: where the Property is identified in a flood risk assessment as being land assessed as having a 1 in 100 or greater annual probability of river flooding or 1 in 200 or greater annual probability of flooding from the sea or as being land where water has to flow or be stored in times of flood

Secretary of State: means the Secretary of State, minister or authority for the time being having or entitled to exercise the powers that are conferred upon the Secretary of State by sections 77 and 79 of the Town and Country Planning Act 1990

Specified Date: means the date on which the payment is actually made

TCPA 1990: Town and Country Planning Act 1990.

TRO Contribution: means the sum of £7500.00 (seven thousand five hundred pounds) and paid to the County Council in accordance with paragraph 1 of the First Schedule to be used towards the promotion and advertisement of a Traffic Regulation Order pursuant to the Road Traffic Regulation Act 1984 at Grevatt's Lane West in order to restrict access (other than for emergency access) to the west of the Property entrance

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

Working Day: any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England **OR** Wales and which does not include any day falling on or between 23 December in one year and 3 January the following year.

- 1.2 Clause headings shall not affect the interpretation of this Deed.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the Council the successors to its respective statutory functions.
- 1.8 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.
- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** excludes faxes and e-mail.
- 1.11 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.
- 1.12 References to clauses and Schedules are to the clauses and Schedules of this Deed.

- 1.13 An obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.14 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.15 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 constitutes a planning obligation for the purposes of section 106 of the TCPA 1990, section 111 and section 135 of the Local Government Act 1972, Section 1 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 TCPA 1990 and are entered into by the Owner with the intention that they bind the interests held by those persons in the Property and their respective successors and assigns. To the extent that they fall outside of the scope of Section 106 of the TCPA 1990 the covenants and obligations herein are entered into by the parties pursuant to Sections 111 and 135 of the Local Government Act 1972, Section 1 Localism Act 2011 and all other enabling powers.
- 2.3 The covenants, restrictions and obligations contained in this Deed are, unless otherwise stated, enforceable by the Council and the County Council in accordance with section 106 of the TCPA 1990.

3. COMMENCEMENT AND CONDITIONALITY

- 3.1 With the exception of clauses 2, 3, 7, 10, 11, 13, 16, 17, 19, 20, 21, 22, 23 and 24 (which take effect immediately), this Deed is conditional on:

3.1.1 the grant and issue of the Planning Permission, and

3.1.2 Commencement of Development.

- 3.2 This Deed is also conditional upon:

3.2.1 The Secretary of State or the planning inspector deciding the Appeal being satisfied that it is:

3.2.1.1 Necessary to make the Development acceptable in planning terms; and

3.2.1.2 Directly related to the Development; and

3.2.1.3 Fairly and reasonably related in scale and kind to the Development; and

3.2.1.4 Complies, in all other respects with Regulation 122 of the CIL Regulations

3.2.2 In the event that the Secretary of State or the planning inspector deciding the Appeal expressly states in his decision letter that any individual planning obligation within this Deed is not compliant with the CIL Regulations and/or the NPPF or is immaterial to the grant of the Planning Permission and that no weight has been given to the same in reaching his decision then that planning obligation or those planning obligations will cease to have effect and shall be void for the purposes of this Deed and shall have no effect and the Owner shall not be obliged to comply with the terms of that obligation and the remaining clauses will remain in full force and effect provided that severance is achievable.

3.3 In the event that the Council or the County Council adopt a charging schedule under the CIL Regulations prior to Planning Permission being granted, the Owner shall be released from any of the obligations in this Deed that relate to an item or project included on the Council and/or County Council's regulation 123 list of infrastructure.

4. THE OWNER'S COVENANTS

- (a) The Owner covenants with the County Council and Council respectively so as to bind the land to observe and perform the covenants, restrictions and obligations contained in Schedules 1 and 3.
- (b) The Owner covenants to give at least 7 Working Days written notice to the Council and the County Council of the Commencement Date.

5. THE COUNTY COUNCIL'S COVENANTS

The County Council covenants with the Owner to observe and perform the covenants, restrictions and obligations contained in Schedule 2.

6. INDEXATION

6.1 Unless there is an express provision to the contrary the Owner agree with the County Council that any sum payable by the Owner and referred to in Schedule 1 shall be increased by the application of the following formula: $A = (B \times C)$ divided by D

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 quarter preceding the Specified Date

D is the BCIS Index for the quarter preceding the date that Planning Permission is granted

C/D is equal to or greater than 1

- 6.2 Where reference is made to an index (including the BCIS Index) and that index ceased 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 or the County Council (as applicable) shall advise the Owner in writing.

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 Property, except in respect of any breach subsisting prior to parting with such interest.
- 7.2 This Deed shall not be enforceable against statutory undertakers providing services to the Property or an area within the vicinity of the Property.
- 7.3 No person shall be liable for any breach of a covenant, restriction or obligation contained in this Deed which relate to a part of the Property in which it does not have an interest.
- 7.4 Any legal charge entered into in respect of the Property or any part of the Property after this Deed has been completed shall take effect subject to this Deed PROVIDED THAT the mortgagee under such a legal charge shall have no liability under this Deed unless it causes the breach after it becomes a mortgagee in possession of the land comprised in the legal charge and the mortgagee shall not be liable for any breach of this deed that occurs prior to the mortgagee taking possession of the Property.
- 7.5 This Deed shall not be enforceable against or binding on any future mortgagee or chargee of the whole or any part of the Property unless such mortgagee or chargee takes possession of the whole or any part of the Property.

8. DETERMINATION OF DEED

The obligations in this Deed (with the exception of clause 10) shall cease to have effect if before the Commencement of Development, the Planning Permission:

- (a) expires;
- (b) is varied, withdrawn or revoked other than at the request of the Owner; or
- (c) is quashed following a successful legal challenge.
- (d) is modified by any statutory procedure

9. LOCAL LAND CHARGE

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

10. COUNCIL'S COSTS

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

- (a) the Council's reasonable and proper legal costs in the sum of £¹⁰⁰⁰500. *Sc*
- (b) the County Council's reasonable and proper legal costs in the sum of £883,201500.00

11. INTEREST ON LATE PAYMENT

If any sum or amount has not been paid to the Council, the County Council or the Owner by the date it is due, the party which owes that sum or amount shall pay the party to which the sum or amount is owed interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

12. OWNERSHIP

- 12.1 The Owner warrants that no person other than the Owner and Beneficiary has any legal or equitable interest in the Property.
- 12.2 Until the covenants, restrictions and obligations in Schedule 1 have been complied with, the Owner will give to the Council and the County Council within 5 Working Days, the following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Property:
 - (a) the name and address of the person to whom the disposition was made; and
 - (b) the nature and extent of the interest disposed of.

13. REASONABLENESS

Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council or the County Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.

14. CANCELLATION OF ENTRIES

- 14.1 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 or the County Council's reasonable and proper costs) the Council or the

County Council (as the case may be) will issue a written confirmation of such performance or discharge.

- 14.2 Following the performance and full satisfaction of all the terms of this Deed or if this Deed is determined pursuant to clause 8 (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.

15. DISPUTES

Where any matters fail to be agreed between the parties or any dispute or difference occurs the question shall be referred on the application of either party for the determination of a single expert to be agreed between the parties or in default of agreement to be nominated by the President for the time being of the chartered Institute of Housing. Save in the case of manifest error or fraud the decision of the expert shall be final and binding upon the parties.

16. NO FETTER OF DISCRETION

Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council or the County Council under all statutes by laws statutory instruments orders and regulations in the exercise of their functions as a local authority. Obligations contained in this Deed are covenants for the purpose of section 33 of the Local Government (Miscellaneous Provisions) Act 1982.

17. WAIVER

No waiver (whether expressed or implied) by the Council or the County Council or Owner of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council the County Council or the Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

18. FUTURE PERMISSIONS

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

19. AGREEMENTS AND DECLARATIONS

The parties agree that:

- (a) nothing in this Deed constitutes a planning permission or an obligation to grant planning permission; and
- (b) 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.

20. NOTICES

20.1 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.

20.2 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 to the Council at: Arun Civic Centre Maltravers Road, Littlehampton, West Sussex BN17 5LF marked for the attention of the Planning Department and quoting the Planning Application number.
- (b) to the County Council at Monitoring and Records Team, Strategic Planning Division, County Hall, West Street, Chichester, West Sussex, PO19 1RQ quoting the Planning Application number.
- (c) to the Owner at: Ham Farm Main Road Bosham Chichester West Sussex PO18 8EH quoting the Planning Application number.
- (d) to the Applicant at: Ham Farm Main Road Bosham Chichester West Sussex PO18 8EH quoting the Planning Application number.
- (e) To the Beneficiary at: A2 Yeoman Gate Yeoman Way Worthing West Sussex United Kingdom BN13 3QZ quoting the Planning Application number.

20.3 Any notice or other communication given in accordance with clause 20.1 and clause 20.2 will be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice or document is left at the address 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.

20.4 A notice or other communication given under this Deed shall not be validly given if sent by e-mail.

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

21. THIRD PARTY RIGHTS

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. VALUE ADDED TAX

- 22.1 Each amount stated to be payable by the Council or the County Council or the Owner to the other under or pursuant to this Deed is exclusive of VAT (if any).

- 22.2 If any VAT is at any time chargeable on any supply made by the Council or the County Council or the Owner under or pursuant to this Deed, the party making the payment shall pay the other an amount equal to that VAT as additional consideration on receipt of a valid VAT invoice.

23. GOVERNING LAW

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

24. MISCELLANEOUS

Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

25. FUTURE TCPA 1990 SECTION 73 CONSENTS

- 25.1 Subject to clauses 25.2 to 25.5 below, if any section 73 consent is granted after the date of this Deed:

25.1.1 the obligations in this Deed shall relate to and bind such section 73 consent; and

25.1.2 the definitions of Planning Application, Development and Planning Permission (other than for the purposes of clause 1) 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;

- 25.2 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;

- 25.3 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;
- 25.4 the provisions of this clause 25 shall not apply to any section 73 consent which necessitates or requires amendments to the substantive terms or obligations of or contained within this Deed; and
- 25.5 the Council reserves the right to insist upon the completion of a separate planning obligation by deed of agreement in connection with any section 73 consent if the Council (acting reasonably) considers it necessary to do so.

26. BENEFICIARY'S CONSENT

The Beneficiary acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Property shall be bound by the obligations contained in this Deed and that the security of the charge over the Property shall take effect subject to this Deed PROVIDED THAT the Beneficiary shall otherwise have no liability under this Deed unless it takes possession of the Property in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

Schedule 1 Covenants to the County Council

1. TRO CONTRIBUTION

- 1.1 To pay to the County Council the TRO Contribution Index Linked on or before the Operation of the Development
- 1.2 Not to cause or allow the Operation of the Development to occur unless and until the TRO Contribution shall have been paid to the County Council.

2. HIGHWAYS CONTRIBUTION

- 2.1 To pay to the County Council the Highways Contribution Index Linked on or before the Operation of the Development
- 2.2 Not to cause or allow the Operation of the Development to occur unless and until the Highways Contribution shall have been paid to the County Council.

3. HIGHWAY WORKS SCHEME

- 3.1 To undertake a Stage 2 and Stage 3 Safety Audit in respect of the Highway Works
- 3.2 Not to commence the proposed Development until a Highway Works Scheme has been submitted to and approved in writing by the County Council provided that where a Highway Works Scheme is submitted to the County Council which is not approved a revised Highway Works Scheme shall, within 14 days of receipt of notice in writing from the County Council that the previous Highway Works Scheme is not approved, be submitted to the County Council for approval
- 3.3 Once the County Council has approved a Highway Works Scheme (the “**Approved Highway Works Scheme**”) to obtain All Requisite Consents including without limitation entering into Highway Agreements with the County Council
- 3.4 After All Requisite Consents have been obtained to carry out in full the Approved Highway Works Scheme and to complete the Highway Works to the satisfaction of the County Council
- 3.5 Not without the consent of the County Council to allow Occupation of the Development until such Highway Works have been completed to the satisfaction of the County Council

Schedule 2 Covenants by the County Council

- 1.1 The County Council covenants that upon receipt of the TRO Contribution and Highways Contribution as paid to the County Council under paragraph 1 and 2 of the First Schedule it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing on it as specified in this Agreement.
- 1.2 The County Council covenants upon written request on or after five years of the date of receipt of the TRO Contribution and Highways Contribution to issue to the party that paid the said contribution an account certified by the Director of Finance, Performance and Procurement for the time being of the County Council detailing how the TRO Contribution and Highways Contribution has been expended by the County Council
- 1.3 If or to the extent that the TRO Contribution and Highways Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 1.2 above the County Council shall on such date refund to the party that paid the TRO Contribution and Highways Contribution any unexpended part of the TRO Contribution and Highways Contribution together with compound interest on the unexpended part from the date of receipt by the County Council of the TRO Contribution and Highways Contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.
- 1.4 If at the end of the period referred to in paragraph 1.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the TRO Contribution and Highways Contribution or part thereof for the purposes specified in paragraph 1.1 then the County Council shall not be required to refund any part of the TRO Contribution and Highways Contribution required for that purpose but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the TRO Contribution and Highways Contribution in the manner set out in paragraph 1.2 of this Schedule and refund any unexpended part of the TRO Contribution and Highways Contribution in the manner set out in paragraph 1.3 of this Schedule.
- 1.5 The County Council covenants that it shall not expend the TRO Contribution except in the event that the County Council (acting reasonably) considers it necessary to implement traffic restrictions and/or promote a traffic regulation order in order to restrict access to the west of the Property entrance as a direct or indirect result of the Operation of the Development.
- 1.6 The County Council covenants that it shall not expend the Highways Contribution except in the event that the County Council (acting reasonably) considers it necessary that any traffic regulation order made in accordance with the provisions of paragraph

1.5 requires as part of such traffic regulation order the provision of physical measures to restrict vehicle movements along Grevatts Lane West.

SCHEDULE 3 COVENANTS TO THE COUNCIL

1. **PROPERTY REMOVAL**

The Owner covenants to the Council:

- 1.1 To remove the crematorium and any other ancillary buildings as described in the Planning Application on the Property if upon a flood risk assessment the Property is at Risk of Flooding:

1.1.1 The flood risk assessment is to be undertaken by or on behalf of the Applicant in January 2109 and to be submitted to the Council by 31 January 2109;

1.1.2 All buildings as described in the Planning Application are to be removed by 2110 if it is identified in the flood risk assessment carried out in accordance with paragraph 1.1.1 that the Property is at Risk of Flooding.

1.2 Not to allow the crematorium and other ancillary building as described in the Planning Application to remain at the Property after 2110 if the Property is identified in the floor risk assessment carried out in accordance with paragraph 1.1.1. as at Risk of Flooding.

Annex A. Plan

This document has been executed as a Deed and is delivered and takes effect on the date stated at the beginning of it.

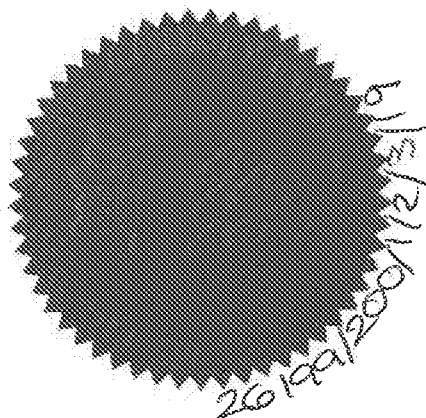
EXECUTED BY AFFIXING with the COMMON SEAL
of ARUN DISTRICT COUNCIL
in the presence of:

Seal Book No: 3/2020
AUTHORISED SIGNATORY [REDACTED]
PRINT NAME SARAH CHARLES
JOB TITLE PROPERTY LAWYER

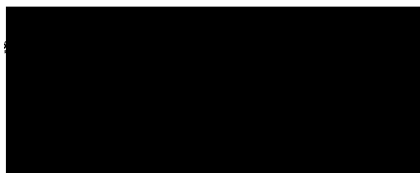


SEALED with the COMMON SEAL
of WEST SUSSEX COUNTY COUNCIL
in the presence of:

[REDACTED]
Seal Book No
Authorised Signatory



SIGNED as a deed
by DAVID WINSTON LANGMEAD:
in the presence of:



Witness Name: ANDREW TICE
Witness Address: 2 DUNSCLOSE LANE, HARPENDEN, HERTS
Witness Occupation: SURVEYOR

SIGNED as a deed

by SANDRA ANN LANGMEAD:

in the presence of:

Witness Name: ANDREW TICE

Witness Address: 2 AMBERSE LANE, HARPENDEN, HERTS

Witness Occupation: SURVEYOR

EXECUTED AS A DEED on behalf of
DENTON & CO TRUSTEES LIMITED

Acting through

A Director:

A Director/ Secretary

EXECUTED AS A DEED on behalf of
LANDLINK ESTATES LIMITED

Acting through

A Director

In the presence of

Witness Name: ANDREW TICE

Witness Address: 2 AMBERSE LANE, HARPENDEN, HERTS

Witness Occupation: SURVEYOR

EXECUTED AS A DEED on behalf of
LANGMEADS OF FLANSHAM LIMITED

Acting through

A Director

In the presence of

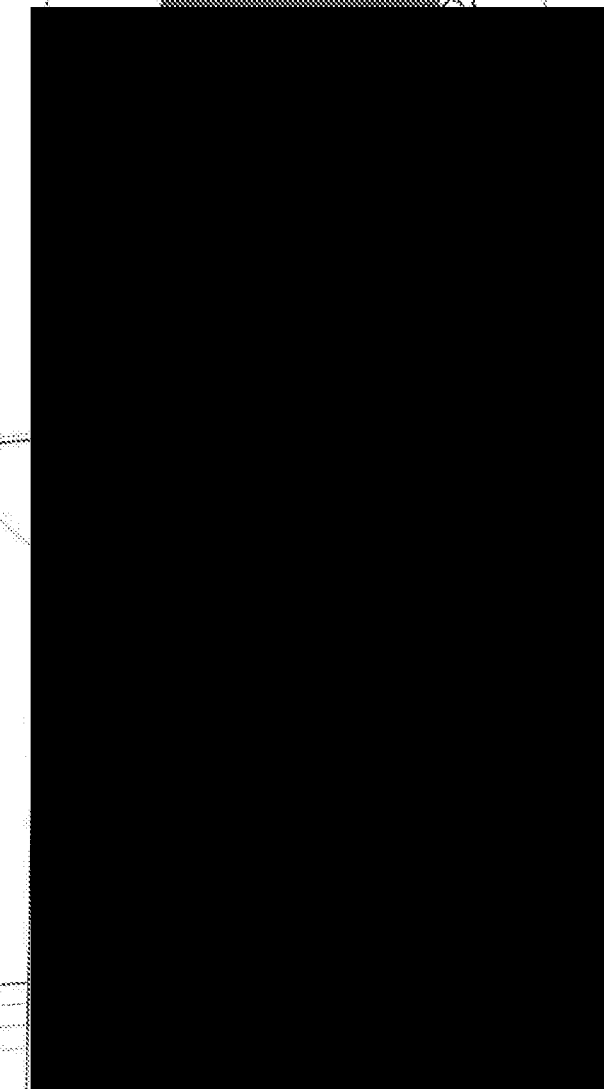
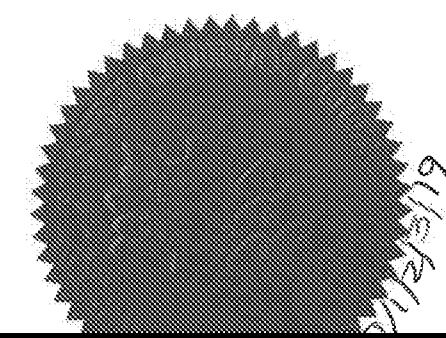
Witness Name:

Witness Address: Hahake House, Park Lane, Hahake, Chesham, PO18 0AA

Witness Occupation: Graduate Designer



Rev	Date	By	Check	Appr	Description



3/2020

Revised: 2018		Tel: +44 (0)20 7297 7676	
Studio 10, 100 Road, Studio 10, 100 Road, London NW11 5AU		info@harmersstudio.com	
www.harmersstudio.com			
Client: LankLink Estates			
Job Title: Arun Crematorium			
Drawing Title: OS Location Plan			
Job / Drawing No: 1176 1000			
Drawn: KG	Checked: SUR	Appr: TG	Date: 20.12.2018
Drawing status: Planning			Scale: 1:25000

