Dated: 30th October 2015

Between:

[1] Prime Securities Limited [The Owner]

[2] Arun District Council [ADC]

[3] West Sussex County Council [WSCC]

PLANNING OBLIGATION

under Section 106 of the Town & Country Planning Act 1990 and other powers relating to Land at & West of Kings Close Yapton West Sussex

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Affordable Housing Contribution £55824
Public Open Space £10,000

Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF
DX57406 LITTLEHAMPTON
Reference: Y/56/15/out

ARUN DISTRICT COUNCIL Y/56/15/OUT

1. **THIS DEED** is by undertaking and is dated 30th October 2015 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

2. PARTIES

Owners	Prime Securities Limited Co Reg No 00635489 of 24 Piries Place Horsham RH12 1EH
ADC	Arun District Council, Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN17 5LF
WSCC or County Council	West Sussex County Council of County Hall West Street Chichester PO19 1RQ

3. CAPACITIES TO ENTER INTO DEED AND BASIC DEFINITIONS

Party	Capacity
Owner	Freehold owner under HMLR registered Title nos WSX no WSX313698 and 286620 of land at Land at & West of Kings Close Yapton West Sussex ("The Land")shown for identification only edged black on the attached plan and the applicant for planning permission described below
Application	An outline application for planning permission under Ref: Y/56/15/OUT for residential development comprising:- 5 x 3 bedroom houses, 4 x 2 bedroom houses & 1 x 1 bedroom flat over car ports together with 4 x B1 workshop/business units all with parking & access to main road via a redefined alignment of Kings Close & Highway improvement works at existing crossover.
ADC	Local Planning Authority under Town and Country Planning Act 1990 and (as relevant) as payee in relation to the statutory functions and purposes identified herein in clause 5.
Commencement of Development	means commencement of a material operation as defined in Section 56(4) of the Act but for the purposes of this Deed works involving soil investigations, archaeological investigations, demolition, site clearance, site preparation, the diversion and laying of services, the erection of fences and hoardings, the erection of a site office and the preparation of site access shall not be constitute a material operation and "Commence Development" shall be construed accordingly.
Development	means the development of the Land in accordance with the Planning Permission
Dwelling	means a residential dwelling forming part of the proposed Development
Unit	means an industrial or non-residential unit forming part of the proposed Development
Planning Permission	means the development of the Land proposed by the Application and permitted by the planning permission granted pursuant to the Application or carried out substantially in accordance with such planning permission

4. BACKGROUND

4.1 The Owner has submitted the Application to ADC 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 and in particular the shortage of Affordable Housing and Public Open Spaces within the Arun District.

5. CONTRIBUTIONS PAYABLE

5.1 The Owner undertakes with the ADC to:-

(i) make the payments specified below

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(ii) to the payee specified below
(iii) for the purposes specified below
(iv) and at the time specified below

Payee	Time for Payment ("the Due Date")	Amount	Statutory Function and Purpose
ADC	On Commencement of the Development	£10,000	Public Open Space and Child Play Area for creation enhancement including new equipment and layout at King George VI Field – Yapton' which serves the area of the Development
		£55824	Affordable Housing provision or assistance in provision such housing within the Arun District

5.2 The Owner undertakes with ADC not to Commence Development until the payment is made.

6.1 LEGAL COSTS

The Owner undertakes with ADC to :-

[a] pay in addition to the above Contributions

[b] the sums set out in the table below

[c] at the time or times set out in the table below and

[d] for the purposes set out in the table below

Payee	Time for Payment	Amount	Purpose
ADC	Before completion of this Deed	£450	ADC Legal Fees

Legal Costs of ADC

6.1 ADC acknowledges the receipt from the Owner the sum of £450 to pay its reasonable legal fees.

Monitoring Costs of ADC

6..2 For the avoidance of doubt ADC shall be entitled to utilise a proportion of any monetary contributions specified in this Deed for related project costs up to a maximum of 5% of the sum or £15,000 which ever shall be the larger.

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6.3 . For the avoidance of doubt the above charges are standard charges and shall not preclude ADC from claiming and receiving any additional monitoring and legal or enforcement costs above and beyond these standard charges when circumstances require that they be incurred in pursuing full compliance with this Deed whether through the courts or otherwise.

7. ADDITIONAL CLAUSES

The Owner undertakes with ADC as follows:-

7.1 Start Date of this Deed and Obligations

7.1.1. This Deed will take effect on the grant of the Planning Permission but the obligations in clause 5 shall only become effective on Commencement of Development.

7.1.2. On Commencement of the Development the Owner will send to ADC written Notice of that event in the Form of the Notice in Schedule 1.

7.1.3 If the Planning Permission granted pursuant to the Application shall expire before the Commencement of Development or shall at any time be revoked then this Deed shall be determined and shall have no further effect.

7.2 Index Linking

General

7.2 The Owner undertakes to ADC that any sums payable by the Owner under this Deed shall be increased by the application of the following formula:

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

where:

A is the sum actually payable on the Specified Date/ Payment Date
B is the original sum mentioned in this Deed
C is the Building Cost Information Service National All-In Tender Price Index for the quarter preceding the Specified Date/Payment Date
D is the Building Cost Information Service National All-In Tender Price Index for the quarter preceding the date of this Deed

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

The adjustment in this clause shall only be made where the Specified /Payment Date is more than 12 months after the date of this undertaking

8.3 Interest on Payments

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The Owner undertakes with ADC pay interest on sums due to ADC under this Deed but not paid within 14 days of the Due Date from the Due Date (or where the payment is subject to Index Linking under clause 7.2 within 14 days following agreement of the indexed sum due) until actual payment. The rate of interest shall be 4% above the HSBC Bank base rate from time to time.

9 .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.

10 HIGHWAYS STATUS

The Owner undertakes to WSCC :-

1. Prior to the Commencement Date to submit to the County Council for approval a plan showing the intended status of the estate roads and associated footways, footpaths and cycleways (for the avoidance of doubt those roads, footways, footpaths and cycleways that will be offered for adoption under S38 of the Highways Act 1980 and those to remain private0. Any plan should also include details of surfacing, materials and construction of the Estate Roads.

2. Prior to the first occupation of a dwelling house to submit to the County Council;

   2.1 the name and contact details of the Management Company; and

   2.2 a schedule for approval of the street furniture that the Management Company will be responsible for maintaining and a regime of maintenance

3. It is agreed with the County Council that all estate roads that are stated to be privately maintained by the Owner/ or the Management Company shall be:

   3.1 constructed to a standard that is suitable for its intended use;

   3.2 maintained by the Owner or the management Company at their own expense in good and substantial repair and condition; and

   3.3 shall not be dedicated by the Ownerr or the Management Company as a public highway or become a private street) as defined in the new Roads and Street Works Act 1991)

4. Upon completion of the construction of the Estate Roads not being adopted under a Section 38 Agreement the developer will provide a report to be prepared and signed by a Chartered Engineer at their own expense to confirm that the construction of the privately maintained Estate Roads have been designed and built to a suitable standard for their intended use.

5. The Owner or the Management Company covenant with the County Council:

   5.1 that the privately maintained Estate Roads shall remain open and unobstructed at all times and available for use by both residents of the Proposed Development and members of the public in the latter case without charge; and

   5.2 to erect and maintain signs in positions agreed with the County Council advising the public that they are permitted to use the privately maintained Estate Roads on foot and by bicycle but that it is not a public highway so as to prevent the dedication of the privately maintained Estate Roads and to prevent any presumption of dedication (whether arising under Section 31 of the Highways Act 1980 or otherwise).

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11 . GENERAL

11.1 This Deed is not a Planning Permission or any other form of consent under any other function of ADC .

110 2 This Deed does not restrict or fetter the statutory powers of ADC .

11.3 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.

110.4 This Deed confers no benefit on any Third Party under Contracts (Third Party Rights) Act 1999.

11.5 This Deed shall apply to the Development as authorised by the Planning Permission or as varied or renewed or re submitted from time to time.

110 .6 This Deed is a Local Land Charge and shall be registered as such.

1 .9 No covenants or obligations contained in this Deed shall be binding upon any part of the Land that may in future be acquired by a statutory undertaker for the purposes of its undertaking or operational Land as defined in the S262 of the Act

11.10 The obligations herein shall be enforceable against the Owner and successors in title to the whole of the Land but not individual plot owners who buy Dwellings or Units in the Development

110.11 No person shall be liable for any breach of the obligations herein after that person has parted with its interest in the Land but without prejudice to liability for any breaches subsisting prior to parting with such interest.

12 Expert Determination

Any dispute or difference arising between the parties with regard to their respective rights and obligations as to any matter or thing arising out of or connected with this Deed shall be referred to the decision of a single independent expert (acting as an expert not an arbitrator) to be agreed by the parties or failing agreement to be nominated by the President for the time being of the Royal stitute of Chartered Surveyors whose decision shall be final and binding.

THIS DEED is signed and sealed by the parties as a Deed on the date first appearing.

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SCHEDULE 1

Commencement Notice

Pursuant to Clause 4.2 in Planning Obligation Described Below

Failure to use this form may prejudice your ability to prove compliance with the planning obligation.

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:	[1] Head of Planning Services, Arun District Council, Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN17 5LF (DX: 57406] Littlehampton
FROM:	
DEVELOPMENT AT:	
NATURE OF DEVELOPMENT:	
PLANNING PERMISSION DATE & REFERENCE	
PLANNING OBLIGATION DATE & PARTIES	
START DATE:	

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SCHEDULE 2

Payment Notice

Payment of Monies due under a Section 106 Planning Obligation.

Failure to use this form may mean problems with acknowledgment of payment and may prejudice your ability to prove compliance with the planning obligation.

If ADC is Payee :
Head of Planning Services Arun District Council Arun Civic Centre Maltravers Road Littlehampton West Sussex BN 17 5LF DX 57406 Littlehampton

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 *(where applicable)*

5. Obligation in Agreement

[a]	Clause No.	
[b]	Clause No	
[c]	Contribution towards affordable housing	
[d]	Amount of contribution	
[e]	Date upon which contribution is due	
[f]	Amount of contribution enclosed	
[g]	Amount of monitoring sum	

SIGNED AS A DEED BY
THE OWNER ACTING BY
A DIRECTOR IN THE
PRESENCE OF

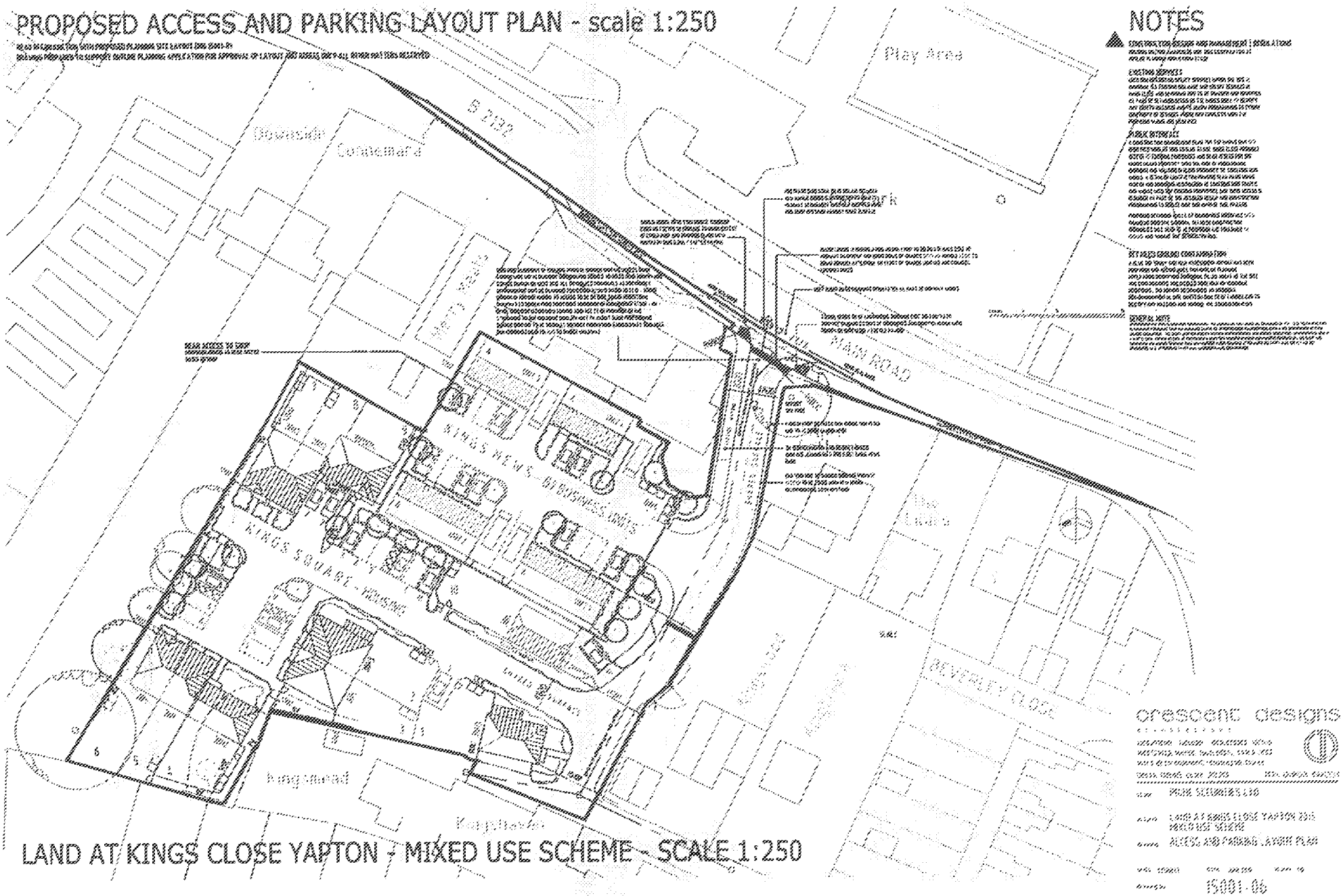
[redacted]

NAME Christine Barton Grimley
ADDRESS 3 ch. de creuis, chaimpery. Switzerland
OCCUPATION Director

[redacted]

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PROPOSED ACCESS AND PARKING LAYOUT PLAN - scale 1:250



NOTES

LAND AT KINGS CLOSE YAPTON - MIXED USE SCHEME - SCALE 1:250

crescent designs

1601-06

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