ADC/650/07

DATED 3rd December 2007

ADUR DISTRICT COUNCIL (1)

AND

SOUTHERN HOUSING GROUP LIMITED (2)

SECTION 106 AGREEMENT
RELATING TO LAND AT
SHADWELLS ROAD,
LANCING, WEST SUSSEX

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Tel: 01403 262333 Fax: 01402 262444
JPS/JC/SHG1/133

(93)

THIS **DEED** is made on the third day of December 2007

BETWEEN

1. **ADUR DISTRICT COUNCIL** of Civic Centre, Ham Road, Shoreham by Sea, BN43 6PR in the County of West Sussex **(the "District Council")**

2. **SOUTHERN HOUSING GROUP LIMITED** (Industrial and Provident Societies No. 27412R) whose registered office is at Fleet House, 59-61 Clerkenwell Road, London, EC1M 5LA **("Southern Housing Group Limited")**

1. Recitals

1.1 The District Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 for the area within which the Application Site is situated

1.2 The District Council is the freehold owner of the Application Site.

1.3 On the 11th July 2007 the Planning Application was received and registered by the District Council.

1.4 The District Council as the Local Planning Authority has resolved to grant planning permission pursuant to the Planning Application subject to the parties entering into this deed to make provision for and secure the matter set out below

1.5 The parties have agreed to enter into this deed

1.6 The Development will place new demands on the infrastructure of the surrounding area which would not arise if the Development were not carried out and so that planning permission can be granted Southern Housing Group Limited have agreed following any freehold disposal of the Application Site by the District Council to it to pay to the District Council within 7 days of Commencement of The Development the contribution as hereinafter stated

2 Definitions and Interpretation

In this Deed the following words and expressions shall have the following meanings :

2.1 **"the Application Site"** means land at Lancing, West Sussex show edged red on the Plan annexed hereto

2.2 **"Commencement of the Development"** shall mean the carrying out of a material operation (within the meaning of Section 56 of the Town and Country Planning Act 1990) in respect of the Development save that for the purpose of determining whether or not a material operation has been carried out there shall be disregarded such operations as archaeological investigations and evaluations demolition site clearance site preparation the carrying out of decontamination and remedial works an the erection of fences and hoardings

2.3 **"the Development"** means the development as described and stated in the Planning Application

2.4 **"the Highways Works"** means proposed sustainable transport improvements comprised within the list of "Schemes to be progressed if developer funding is available

2.5 **"the Highway Works Contribution** means the sum of Eight Thousand One Hundred and Twenty Five Pounds (£8,125.00)

2.6 **"the Owner"** means Adur District Council and its respective successors in title

2.7 **"the Planning Application"** means the application for planning permission in respect of the Application Site dated 11th day of July 2007 submitted to the District Council as the Local Planning Authority and bearing reference number ADC/0650/07 for a proposed residential development

2.8 in this Deed unless the context otherwise requires :

(a) the single includes the plural and vice versa

(b) masculine gender include the feminine and neuter genders and vice versa

(c) reference to the Owner shall save as otherwise herein provided include its respective successors in title and reference to the District Council shall include the successor to the authority's statutory duties

(d) reference to acts of parliament or statutory instruments or sections or paragraphs of such acts or statutory instruments include any re-enactments amendments or replacements of them

(e) reference to clauses and schedules are references to clauses and schedules in this Deed

3 Statutory Provisions and Covenants

3.1 This Deed is made pursuant to the provisions of Section 106 of the Act Section 111 of the Local Government Act 1972 and all other powers enabling to the intent that it shall subject as hereinafter contained bind the owner and its respective successors in title to each and every part of the Application Site

3.2 Covenants in this Deed falling within the provisions of Section 106 of the Act shall be deemed to be expressed to be planning obligations to which the section shall apply

3.3 The District Council is the local planning authority by whom the planning obligations are enforceable

3.4 (a) No person or body shall be liable for any breach of this Agreement after it has parted with its interest in the Application Site or the part of the Application Site in respect of which sub breach occurs save for any then subsisting breach

(b) for the avoidance of doubt Adur District Council as the Owner shall be released from all liability under this Agreement on completion of any freehold disposal of its interest in the Application Site

4 Legal Effect

4.1 This Deed shall take effect upon Commencement of the Development

5 Obligation

5.1 Southern Housing Group Limited hereby covenants with the District Council as the Local Planning Authority to observe and undertake the obligation contained in Schedule 1 contained herein

6 Arbitration

6.1 Where any matter fails to be agreed between the parties or a dispute arises if the matter shall not be agreed or the dispute resolved between the parties within 28 days of notice of the dispute or failure to agree being given by one party to all of the others the dispute or failure to agree shall be referred for determination by a single expert to be agreed upon between the parties within a further period of 28 days or in the absence of such agreement to be appointed by the President or next available officer for the time being of the Law Society on such terms as to the liability and remuneration of such expert as its President or next available officer shall direct

6.2 The decision of the expert shall be binding on the parties

7 Local Land Charges

The Deed shall be registered as a local land charge in the register of Local Land Charges maintained by the District Council

In witness whereof the parties have caused their respective seals to be hereunto affixed the day and year first before written

The Common Seal of
Adur District Council
was hereunto affixed in
the presence of

[redacted]

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Head of Legal & Democratic Services

The Common Seal of
Southern Housing Group Limited
was hereunto affixed in the presence of

[redacted]

Authorised Signatory

[redacted]

Authorised Signatory

Schedule 1

The Highway Works Contribution

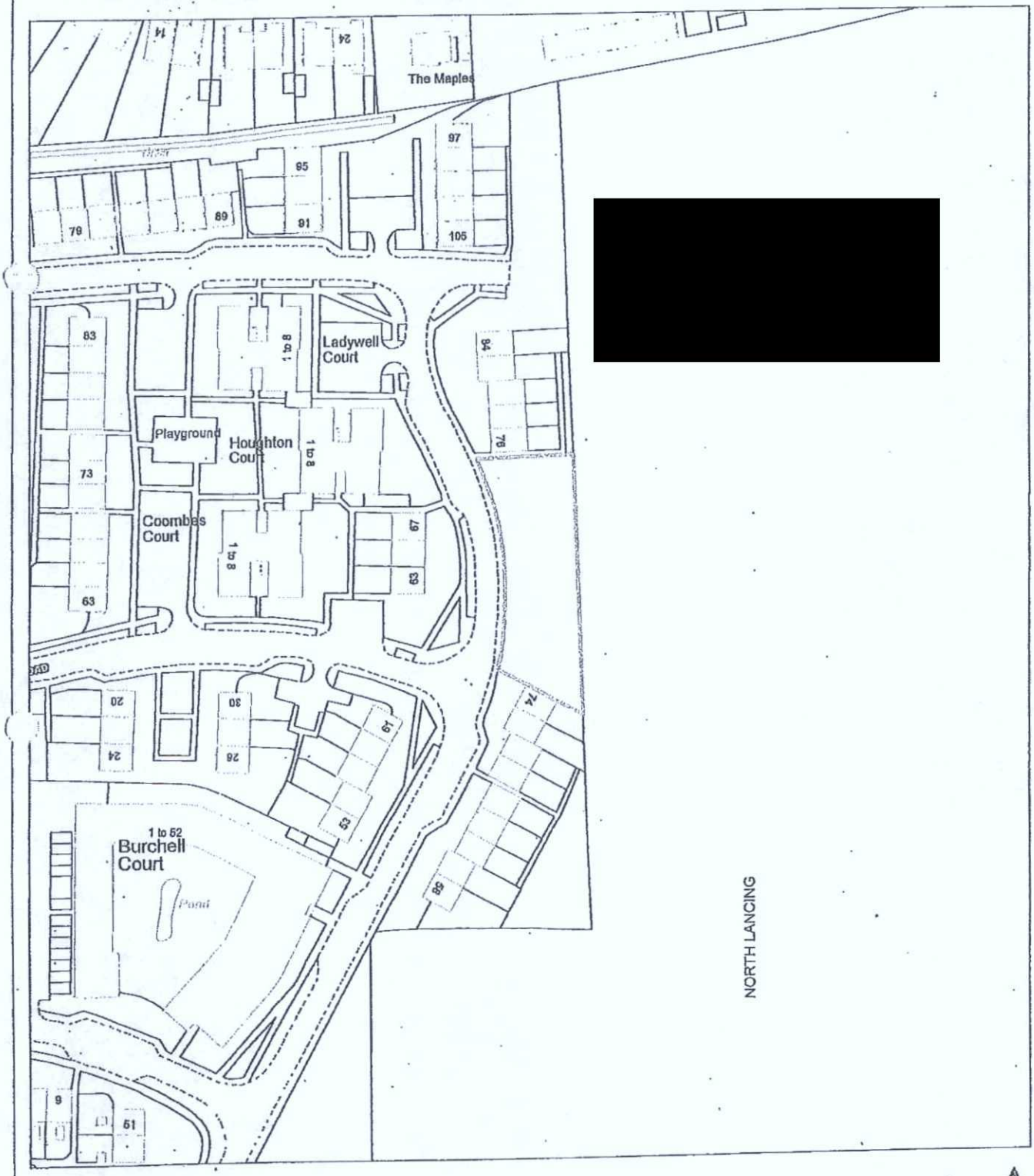
1. Within 10 working days from the Commencement of the Development to pay to the District Council the Highway Works Contribution

BAKER ASSOCIATES

ADUR DISTRICT COUNCIL
URBAN HOUSING POTENTIAL STUDY

Baker Associates
The Crescent Centre.
Temple Back
Bristol
BS1 6EZ

SITE 128 - Amenity Area, Shadwell Road



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