DATED 18th May **2023**

(1) CROSS STONE REGENERATION (SHOREHAM) LIMITED

(2) ADUR DISTRICT COUNCIL

(3) WEST SUSSEX COUNTY COUNCIL

AGREEMENT

Made under Section 106 of the Town
and Country Planning Act 1990
relating to Land East Of 3 Salt Marsh Road, Shoreham-by-Sea

Reference: AWDM/1314/22
Appeal reference APP/Y3805/W/23/3315854

PENNINGTONS
MANCHES
COOPER

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THIS DEED is made on 18th May **2023**

BETWEEN

(1) **CROSS STONE REGENERATION (SHOREHAM) LIMITED** a company incorporated in England & Wales with registered number 11196597 whose registered office is at The Old Mill, The Warren, Crowborough, United Kingdom, TN6 1UB (**"the Owner"**);

(2) **ADUR DISTRICT COUNCIL** of Town Hall, Chapel Road, Worthing, West Sussex BN11 1HA (**"the Council"**);

(3) **WEST SUSSEX COUNTY COUNCIL** of County Hall, West Street, Chichester, PO19 1RQ ("the County Council")

collectively "**the Parties**"

WHEREAS

(A) The Council and the County Council are the local planning authorities for the purposes of Section 106 of the Act and the County Council is the education authority for the area within which the Site is situated.

(B) The Owner has an equitable interest in the Site by virtue of a transfer dated 23 December 2021 between Hyde Vale Limited and the Owner in respect of freehold land registered at HM Land Registry under title number WSX421118 ("the Transfer") and the Transfer is pending registration at HM Land Registry.

(C) The Application has been made to the Council, and the Appeal has been made against the failure by the Council to determine the Application within the statutory timelines.

The Parties agree as follows:

1. DEFINITIONS AND INTERPRETATIONS

In this Deed the following definitions shall apply:

"Act"	means the Town and Country Planning Act 1990 (as amended);
"Affordable Housing"	means housing for sale or rent, for those whose needs are not met by the market (including housing that provides a subsidised route to home ownership and/or is for essential local workers) and which complies with one or more of the definitions of affordable housing in Annex 2 of the National Planning Policy Framework (NPPF) or any future guidance that replaces it;
"Appeal"	means the planning appeal submitted to the Secretary of State under reference APP/Y3805/W/23/3315854 against the deemed refusal of the Application due to the

	Council's failure to determine the Application within the statutory timelines;
"Application"	means the application for planning permission for the Development given reference number AWDM/1314/22;
"CIL Regulations"	means the Community Infrastructure Levy Regulations 2010 as amended;
"Commencement Date"	means the date of Commencement of Development;
"Commencement of Development"	means the carrying out of a Material Operation in respect of the Development and the words "Commence Development" and "Development Commences" shall be construed accordingly and in accordance with Section 56 (1) of the Act where the development consists of:- a. The carrying out of operations the commencement will be when those operations are begun. b. A change of use the commencement will be when the new use is implemented. c. Both carrying out of operations and change of use the commencement will be the earlier of the times in paragraphs a. and b. above;
"Council Monitoring Fee"	means the sum of £300;
"County Council Contributions"	means the Fire and Rescue Contribution, Libraries Contribution, Primary Education Contribution, Secondary Education Contribution, Sixth Form Education Contribution and Transport Contribution;
"County Council Monitoring Contribution"	means the total sum of £720 payable to the County Council for monitoring the delivery and performance of a Qualifying Trigger contained in this Deed over the lifetime of the Development;
"Default Interest Rate"	means interest at the rate of 4% above the base lending rate of the Bank of England from time to time in force;
"Development"	means the proposed mixed use building set over 5no. floors comprised of ground floor commercial space (Use Class E) and 34 new apartments;
"Dwellings"	means the residential units constructed on the Site pursuant to the Planning Permission;
"Fire and Rescue Contribution"	means a contribution of £852 towards the supply and installation of additional fire safety equipment/smoke alarms to vulnerable persons homes in West Sussex Fire

& Rescue Services Southern Area serving Shoreham/Southwick;

"Index" means the All-in Tender Price Index published by the Building Costs Information Service of the Royal Institution of Chartered Surveyors or (if such index is at the relevant time no longer published) such other comparable index or basis for indexation as the County Council may specify ("BCIS Index");

"Index Linked" means:

in respect of the Open Space Contribution and the County Council Contributions that the amount payable by the Owner under this Deed shall be increased by the application of the following formula:

A = B x C where C/D is equal to or greater than 1

where A is the sum actually payable on the date of payment
B is the original sum mentioned in this Deed
C is the BCIS Index preceding the date of payment
D is the BCIS Index preceding 19 August 2022

"Libraries Contribution" means a contribution of £11,785 towards providing additional facilities at Shoreham Library.;

"Material Operation" means a material operation pursuant to the Planning Permission on the Site pursuant to Section 56(4)(a)-(e) of the Act provided that for the avoidance of doubt a Material Operation shall be deemed not to have taken place for the purposes of this Deed by any surveying, ground investigation, archaeological investigations, structural or advanced planting site clearance Demolition and decontamination works site preparation including earth moving laying of sewers and services the erection of fences and hoardings and the creation of a site compound. The undertaking of a Material Operation is considered to be the Commencement of Development pursuant to the Planning Permission;

"Occupation" means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, occupation for marketing or display or occupation in relation to security operations and the words Occupy and Occupied shall be construed accordingly;

"Open Space Contribution"	means a contribution £95,886.00 towards the provision or enhancement of public open space in Shoreham;
"Plan 1"	means the plan attached to this Deed and marked Plan 1 identifying the location of the Site;
"Planning Permission"	means a valid planning permission for the Development to be granted pursuant to the Appeal;
"Primary Education Contribution"	means a contribution of £28,250 towards additional facilities at Swiss Gardens Primary School;
"Qualifying Trigger"	means any trigger contained within this Deed that attracts the County Council Monitoring Contribution because its implementation and/or adherence requires monitoring by the County Council;
"Secondary Education Contribution"	means a contribution of £30,404 towards additional facilities at Shoreham Academy;
"Site"	means the land to be bound by this Deed shown edged red on Plan 1 registered at HM Land Registry under title number WSX421118;
"Sixth Form Education Contribution"	means a contribution of £7,122 towards additional facilities at Shoreham Academy Sixth Form;
"Transfer"	shall have the meaning ascribed to it in Recital B;
"Transport Contribution"	means a contribution of £58,650 towards cycle and public transport infrastructure improvements on the A259 linking Shoreham to Southwick and Hove;

2. STATUTORY BASIS

2.1 This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers

2.2 The planning obligations in this Deed create planning obligations pursuant to Section 106 of the 1990 Act and are enforceable by the Council and the County Council as set out in this Deed as local planning authorities against the Owner and the Chargee.

3. CONDITIONALITY

3.1 This Deed is conditional upon:

3.1.1 the grant of Planning Permission;

3.1.2 the Commencement of Development,

save for the provisions of clauses 1, 2, 3, 4.1, 4.3, 5, 6, 7, 8, 9, 10, 11.1, 11.2,12, 13.1, 13.2, 13.4 14, 15 and 16 inclusive which shall come into effect immediately upon the completion of this Deed.

3.2 If the Planning Permission expires prior to the carrying out of a Material Operation or at any time be revoked or modified without the agreement of the Owner this Deed shall forthwith determine and cease to have effect.

3.3 If the Planning Permission is quashed before the carrying out of a Material Operation then this Deed shall forthwith determine and cease to have effect.

4. PLANNING OBLIGATIONS

4.1 The planning obligations contained in Schedule 1 this Deed are planning obligations for the purposes of Section 106 of the Act and are enforceable by the Council and the planning obligations contained in Schedule 2 this Deed are planning obligations for the purposes of Section 106 of the Act and are enforceable by the County Council.

4.2 The Owner agrees to comply with the planning obligations in Schedule 1 and schedule 2 of this Deed so as to bind the Site.

4.3 Save where otherwise indicated and where possible pursuant to the relevant statutory provision the planning obligations in this Deed shall be binding on the Owner and its successors in title to the relevant part of the Site.

5. INTEREST

5.1 Without prejudice to any other right remedy or power herein contained or otherwise available to the Council or County Council if any payment of any sum referred to in Schedule 1 or Schedule 2 has not been paid in accordance with the terms of this Deed the Owner shall pay on demand to the Council (in respect of the Open Space Contribution) or the County Council (in respect of the County Council Contributions) interest thereon at the Default Interest Rate from the date payment was due until actual payment thereof.

6. LIABILITY FOR THE OBLIGATIONS

6.1 No person shall have any obligation or liability under the terms of this Deed in relation to the Site or any part thereof once they have parted with all of their interest in the Site or that part thereof in respect of which a breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest.

6.2 The planning obligations under this Deed shall not be binding on nor enforceable against:

6.2.1 any statutory undertaker or public authority which acquires any part of the Site or an interest in it for the purposes of its statutory undertaking or functions (other than housing functions); or

6.2.2 any individual owner, occupier or tenant of the Dwellings or any successor in title or any mortgagee to such a person.

7. NOTICES

7.1 Any notice to be given hereunder shall be in writing and shall either be delivered personally or sent by first class pre paid post. The addresses for service for the Parties shall be those stated in this Deed or such other address in England for service as the Parties may have previously notified in writing.

7.2 Each notice served in accordance with sub-clause 7.1 hereof shall be deemed to have been given or made and delivered if by delivery when left at the relevant address or if by letter forty eight (48) hours after posting.

8. GENERAL

8.1 This Deed shall be registrable as a local land charge by the Council.

8.2 The headings appearing in this Deed are for ease of reference only and shall not affect the construction of this Deed.

8.3 For the avoidance of doubt the provisions of this Deed (other than those contained in this sub-clause) shall not have any effect until this document has been dated but subject to clause 5 of this Deed.

8.4 Any agreement in this Deed by which the Parties are not to do an act shall be construed as if it were an agreement not to do or permit or suffer to be done such act.

8.5 Any agreement contained herein whereby the Parties are not to omit to do an act or thing shall be construed as if it were an agreement not to omit or permit or suffer to be omitted such act.

8.6 References to statutes by-laws regulations orders and delegated legislation shall include any statute by-law regulation order or delegated legislation re-enacting or made pursuant to the same.

8.7 References to the Owner shall include references to its successors in title as owners of the Site or any part thereof and this Deed shall bind such successors in title of the Site or any part thereof.

8.8 References to the Council or the County Council shall include successors to their functions.

8.9 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

8.10 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

9. JURISDICTION

The Deed is governed by and interpreted in accordance with the law of England and the parties submit to the exclusive jurisdiction of the courts of England.

10. REGULATIONS 122 AND 123 OF THE CIL REGULATIONS

10.1 The planning obligations in this Deed are conditional on the Secretary of State or Inspector confirming that they meet the tests for planning obligations at Regulation 122 and 123 of the CIL Regulations.

10.2 Each clause, sub clause, schedule or paragraph shall be separate, distinct and severable from each other to the extent only that if any clause, sub clause, schedule or paragraph becomes or is invalid because of a change of circumstances or any other unforeseen reasons or the Secretary of State or Inspector determining that it does not meet the tests for planning obligations at Regulation 122 and 123 of the CIL Regulations or if any one or more of such clause, sub clause, schedule or paragraph shall be held by the Courts to be void for any reason whatsoever but would be valid if severed or any wording was deleted or any time period reduced or scope of activities or area covered diminished then any modifications necessary to ensure such clause, sub clause, schedule or paragraph be valid shall apply without prejudice to any other clause, sub clause, schedule or paragraph contained herein.

10.3 If any of the Open Space Contribution or the County Council Contributions (or any part of them) are ineffective due to clauses 10.1 or 10.2 herein, then the Owner agrees that the sum payable or part of it that is ineffective is nevertheless payable to the Council for the off-site provision of Affordable Housing.

11. THE COUNCIL'S AND COUNTY COUNCIL'S COVENANTS

11.1 The Council and the County Council shall act reasonably at all times.

11.2 Where an approval, permission, consent or other form of authorisation is required from the Council or the County Council under this Deed, such approval, permission, consent or authorisation shall not be unreasonably withheld or delayed.

11.3 Subject to clause 10.3 of this Deed, the Open Space Contribution and County Council Contributions and any interest accrued thereon shall not be spent or applied otherwise than on the purpose specified for each specific Contribution in this Deed. All such expenditure shall be reasonably and properly incurred and the payee(s) shall be entitled to receive within 28 days of a written request copies from the Council (in respect of the Open Space Contribution) or the County Council (in respect of the County Council Contributions) of such records and other documents as are necessary to establish the same.

11.4 The Council agrees that if the Open Space Contribution (or any part thereof) shall not have been expended or contractually committed to be expended for the purpose stated in this Deed of each of those contributions within 10 years after the date upon which such contribution (or any part thereof) shall have been paid then the Council covenants that the unspent part of the relevant contribution shall be returned to the payee together with all accrued interest within four weeks of written demand of the payee.

11.5 The County Council agrees to pay the County Council Contributions into an interest-bearing section of the County Council's combined accounts and if or to the extent that the County Council Contributions shall not have been spent within 10 years

from the date of receipt the County Council shall on such date refund to the party that paid the County Council Contributions any unexpended part of the County Council Contributions together with interest on the unexpended part from the date of receipt by the County Council of the County Council Contributions 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.

11.6 If the County Council shall have entered into a contract or other legally binding obligation to expend the County Council Contributions or part thereof for the purposes specified then the County Council shall not be required to refund any part of the County Council Contributions 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 County Council Contributions in the manner set out above and refund any unexpended part of the County Council Contributions

12. DELIVERY

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

13. LEGAL AND MONITORING COSTS

13.1 The Owner hereby undertakes to pay on the date hereof the reasonable legal costs of the Council incurred in connection with the negotiation and completion of this Deed which are limited to £3,500 (no VAT) and £50 disbursements.

13.2 The Owner hereby undertakes to pay on the date hereof the reasonable legal costs of the County Council incurred in connection with the negotiation and completion of this Deed which are limited to £1,000 (no VAT).

13.3 The Owner hereby undertakes to pay the Council the Council Monitoring Fee prior to Commencement of Development.

13.4 The Owner covenants to pay the County Council Monitoring Contribution on completion of this Deed.

14. OWNERSHIP

14.1 The Owner agrees with the Council and the County Council to give the Council and the County Council immediate written notice of any change in ownership of any of its interest in the Site occurring before all the obligations in this Deed have been discharged, such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site purchased by reference to a plan.

14.2 The Owner warrants to the Council and the County Council that they have full power to enter into this Deed and there is no person, chargee or party having a charge or other interest in the Site whose consent is necessary to make this Deed binding on the Site.

14.3 The Owner covenants to the Council and the County Council that on completion of registration of the Transfer it will enter into a further Section 106 agreement substantially in the form of this Deed binding their legal interest in the Site and covenanting with the Council and the County Council to secure the performance of the obligations contained therein and further covenants that it shall not Commence or cause or permit Commencement of Development until the further Section 106 agreement has been completed in accordance with this clause.

14.4 DISPUTE RESOLUTION

Any dispute or difference arising between the parties hereto shall be dealt with as follows:

14.5 in the case of any legal requirement or interpretation or other matter regarding this Agreement the same shall be referred to independent Counsel of at least ten years' experience in such matters who shall be appointed in default of agreement between the Owner and the Council or the County Council (as the case may be) by the President of the Bar or his deputy; and

14.6 any matter referred to Counsel shall be decided by such person as an expert (and not as an arbitrator) who shall permit representations and counter representation (each in writing) by each party to the dispute in accordance with such timetable as the Counsel shall direct, and his determination shall be in writing and final and binding on the parties (save in the case of manifest error and the costs of such determination shall be paid as the expert shall direct but if he does not direct each party to the dispute shall be responsible for its own costs and shall bear an equal share of the expert's costs of making the determination .

15. PLANNING CONSENTS GRANTED PURSUANT TO SECTION 73 OF THE ACT

15.1 In the event that any new planning permission(s) are granted by the Council pursuant to Section 73 of the Act and unless otherwise agreed between the parties, with effect from the date that the any new planning permission is granted pursuant to Section 73 of the Act:

15.1.1 the obligations in this Agreement shall (in addition to continuing to bind the Site in respect of the Planning Permission) relate to and bind all subsequent planning permission(s) in respect of the Site granted pursuant to Section 73 of the Act and the Site itself without the automatic need to enter into any subsequent deed of variation or new agreement pursuant to Section 106 of the Act;

15.1.2 the definitions of Application, Development and Planning Permission in this Agreement shall be construed to include references to any applications under Section 73 of the Act, the planning permission(s) granted thereunder and the development permitted by such subsequent planning permission(s); and

15.1.3 this Agreement shall be endorsed with the following words in respect of any future Section 73 application:

"The obligations in this Agreement relate to and bind the Site in respect of which a new planning permission referenced [ ] has

been granted pursuant to Section 73 of the Town and Country Planning Act 1990 (as amended)"

provided that nothing in this clause shall fetter the discretion of the Council in determining any application(s) under Section 73 of the Act or the appropriate nature and/or quantum of Section 106 obligations in so far as they are materially different to those contained in this Agreement and required pursuant to a determination under Section 73 of the Act whether by way of a new deed or supplemental deed pursuant to S106 of the Act

SCHEDULE 1 – PLANNING OBLIGATIONS WITH THE COUNCIL

1. The Owner covenants with the Council:

1.1 To give written notice of the Commencement Date to the Council's Head of Planning Service quoting reference number AWDM/1314/22 not less than 28 days prior to Commencement of Development and to the County Council addressed to Monitoring and Records Team, Local Development Division quoting the Application reference.

1.2 To give written notice of the date of Occupation to the Council's Head of Planning Service quoting reference number AWDM/1314/22 as soon as reasonably practicable prior to the date of Occupation of a Dwelling.

1.3 To pay the Index-Linked Open Space Contribution to the Council on or before Occupation of the first Dwelling.

1.4 To pay Interest in Default on the Open Space Contribution from day to day from the date on which the Contribution fell due until actual payment if later.

1.5 Not to Occupy nor allow Occupation of the first Dwelling until all payments have been made in accordance with this paragraph 1.

SCHEDULE 2 – PLANNING OBLIGATIONS WITH THE COUNTY COUNCIL

1. PRIMARY EDUCATION CONTRIBUTION

The Owner covenants with the County Council:

1.1 To pay the Primary Education Contribution Index Linked to the County Council on or before Occupation of the first Dwelling.

1.2 If the Primary Education Contribution is not paid to the County Council on or before the relevant payment date, to pay to the County Council in addition interest at the Default Interest Rate from the relevant payment date until the actual date of payment and any such interest shall be treated as part of the Primary Education Contribution

1.3 Not to Occupy nor allow Occupation of the first Dwelling until all payments have been made in accordance with this paragraph 1.

2. SECONDARY EDUCATION CONTRIBUTION

The Owner covenants with the County Council:

2.1 To pay the Secondary Education Contribution Index Linked to the County Council on or before Occupation of the first Dwelling.

2.2 If the Secondary Education Contribution is not paid to the County Council on or before the relevant payment date, to pay to the County Council in addition interest at the Default Interest Rate from the relevant payment date until the actual date of payment and any such interest shall be treated as part of the Secondary Education Contribution.

2.3 Not to Occupy nor allow Occupation of the first Dwelling until all payments have been made in accordance with this paragraph 2.

3. SIXTH FORM EDUCATION CONTRIBUTION

The Owner covenants with the County Council:

3.1 To pay the Sixth Form Education Contribution Index Linked to the County Council on or before Occupation of the first Dwelling.

3.2 If the Sixth Form Education Contribution is not paid to the County Council on or before the relevant payment date, to pay to the County Council in addition interest at the Default Interest Rate from the relevant payment date until the actual date of payment and any such interest shall be treated as part of the Sixth Form Education Contribution

3.3 Not to Occupy nor allow Occupation of the first Dwelling until all payments have been made in accordance with this paragraph 3.

4. LIBRARIES CONTRIBUTION

The Owner covenants with the County Council:

4.1 To pay the Libraries Contribution Index Linked to the County Council on or before Occupation of the first Dwelling.

4.2 If the Libraries Contribution is not paid to the County Council on or before the relevant payment date, to pay to the County Council in addition interest at the Default Interest Rate from the relevant payment date until the actual date of payment and any such interest shall be treated as part of the Libraries Contribution.

4.3 Not to Occupy nor allow Occupation of the first Dwelling until all payments have been made in accordance with this paragraph 4.

5. FIRE AND RESCUE CONTRIBUTION

The Owner covenants with the County Council:

5.1 To pay the Fire and Rescue Contribution Index Linked to the County Council on or before Occupation of the first Dwelling.

5.2 If the Fire and Rescue Contribution is not paid to the County Council on or before the relevant payment date, to pay to the County Council in addition interest at the Default Interest Rate from the relevant payment date until the actual date of payment and any such interest shall be treated as part of the Fire and Rescue Contribution

5.3 Not to Occupy nor allow Occupation of the first Dwelling until all payments have been made in accordance with this paragraph 5.

6. TRANSPORT CONTRIBUTION

The Owner covenants with the County Council:

6.1 To pay the Transport Contribution to the County Council on or before Occupation of the first Dwelling.

6.2 If the Transport Contribution is not paid to the County Council on or before the relevant payment date, to pay to the County Council in addition interest at the Default Interest Rate from the relevant payment date until the actual date of payment and any such interest shall be treated as part of the Transport Contribution.

6.3 Not to Occupy nor allow Occupation of the first Dwelling until all payments have been made in accordance with this paragraph 6.

IN WITNESS whereof the parties hereto have executed this Deed on the date first above written.

Executed as a **Deed** by)
Cross Stone Regeneration)
(Shoreham) Limited)
acting by a director in the presence of:

sign here: [redacted]

Director
print name: C R F BARDOUX

Witness signature:

Witness sign here: [redacted]

Witness name:

print name: ANTONIA HOBDEN

Witness address:

insert address here: 32 Peloton Avenue
London, E20 1HJ

Witness occupation:

insert occupation here: ACCOUNT MANAGER

Executed as a **Deed** by affixing the)
common seal of)
Adur District Council)
in the presence of:

1802

sign here: [redacted]

Authorised Officer
print name:
Annie Wibb - Assistant lawyer

Executed as a **Deed** by affixing the)
common seal of)
West Sussex County Council)
in the presence of:

31/2491/SO/11/2023

sign here: [redacted]

Authorised Officer
print name:



Please Note:

Dimensions to be checked on site and any discrepancies are to be highlighted to the Architect prior to construction.

Topographical / Ordnance Survey information shown has been prepared by a third party, HGP accept no responsibility for accuracy or completeness of the survey.

This drawing is to be read in conjunction with all other project drawings, construction notes and / or project specifications including those by other project consultants and specialists. All discrepancies should be reported immediately.

Design subject to detail development / approval. Measurements and accommodation schedules subject to amendments following coordinated input by others. Costings cannot be finalised until approval /confirmation by relevant authorities and Client.

Rev.	Description	Date	DB	/ CB
B	Red line amended	09/05/23	SR/MW	
A	Red line amended	8/8/22	SR/MW	

Date	May 2022
Drawn By/Checked By	SR / MW
Scale	1:1000 @A3
Revision	**B**
Project	**Ropetackle Phase 2**
Title	**Site Plan**
Dwg	**20.012.002**
Status	**Planning**

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