

Dated 27 November 2014

- 1.) The Owner: MARC ALAN BULLER AND GRACE ANNE BULLER
- 2.) The Mortgagee: BANK OF SCOTLAND trading as HALIFAX
- 3.) The Trustees: ROBERT PECK and ANN NILSSON

UNILATERAL UNDERTAKING

Under Section 106 of the Town and Country Planning Act 1990 concerning
land to the south of 12 – 14 Canada Road, Arundel BN18 9HY

Planning Application Ref:
Contributions for Affordable Housing of £14,498.00
Monitoring Fee £150.00

Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF
Tel: 01903 737500
DX: 57406 Littlehampton

We hereby certify this copy to
be a true copy of the original

Wannops LLP

WANNOPS LLP
wannops LLP

8 South Pallant
Chichester

West Sussex PO19 1TH

27 November 2014

THIS UNILATERAL UNDERTAKING is given this

27 November

2014

By: MARC ALAN BULLER AND GRACE ANNE BULLER

Of: 12 Canada Road, Arundel BN18 9HY

("the Owner") IN FAVOUR OF Arun District Council of Arun Civic Centre Maltravers Road Littlehampton West Sussex BN17 5LF with the agreement and consent of:-

("the Mortgagee") BANK OF SCOTLAND trading as HALIFAX of PO Box 548, Leeds, LS1 1WU; and

("the Trustees") the trustees in bankruptcy of Marc Buller being Robert Peck and Ann Nilsson at care of The Insolvency Service, Midlands RTLU, PO Box 10089, Birmingham B2 4WH and Moon Beaver Solicitors, Bedford House, 21a John Street, London WC1N 2BF respectively

1 Background

- 1.1 The Owner is the freehold owner of the Land.
- 1.2 Arun District Council is the local planning authority for the purposes of this Deed for the area within which the Land is situated
- 1.3 The Owner has applied or intends to apply to the Council for planning permission to develop the Land
- 1.4 The Council has not determined the Application
- 1.5 In order to secure the best use of land and a properly planned environment the Owner is desirous of binding the Land in the terms set out hereinafter and the Mortgagee and Trustees agree to join in this Deed and for the Land to be bound by its terms

2 Definitions

In this Undertaking

- 2.1 Any reference to a clause is to one in this Deed and the headings of clauses are for ease of reference and do not form part of this Deed

- 2.2 In the absence of contrary provision any reference to a statute includes any statutory modification or re-enactment of it and every statutory instrument, direction, specification made or issued under the statute or deriving validity from it
- 2.3 "The Act" means the Town and Country Planning Act 1990 (as amended)
- 2.4 "Application" means the planning application submitted or to be submitted by the Owner seeking planning permission to develop the Land by building houses in the manner described in the Application
- 2.5 "Affordable Housing Contribution" means the sum of £14,498.00 for the purpose of providing or helping to provide Affordable Housing as defined within Annex 2 The Glossary to The National Planning Policy Framework within the whole of the Arun District
- 2.6 "Land" means land to the south of 12 – 14 Canada Road, Arundel BN18 9HY registered at the Land Registry until title numbers WSX43218 and WSX38841 shown edged red on the attached Plan.
- 2.7 "Development" means the development authorised by the Planning Permission issued pursuant to the Application

3 Enabling Provisions

- 3.1 This Unilateral Undertaking:
- 3.1.1 is given by the Owner to the Council
 - 3.1.2 is made pursuant to the provisions of S106 of the Act
 - 3.1.3 is a planning obligation for the purposes of that S106 of the Act
 - 3.1.4 is given with the intent to bind the Owner's interest in the Land
 - 3.1.5 shall be enforceable by the Council as local planning authority
 - 3.1.6 is executed by the Owner as a Deed

4 Commencement

The provisions of this Deed shall take effect on the completion of this Deed of undertaking by the Owner

5 Contributions

The Owner undertakes to pay to the Council the Affordable Housing Contribution on or before commencement of the Development to be authorised by any Planning Permission issued pursuant to the Application

6 Monitoring and Implementation Costs

- 6.1 The Owner and the Applicant undertakes with the Council to:-
- A. pay in addition to the above Contribution
 - 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
The Council	On Commencement of the Development	£150	ADC Monitoring of compliance with the Deed and subsequent expenditure of the Contribution Sum by the Council

- 6.2 For the avoidance of doubt the Council 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
- 6.3 For the avoidance of doubt the above charges are standard charges and shall not preclude the Council 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 Registration of this Unilateral Undertaking

The Owner acknowledges that this Unilateral Undertaking shall be registered as a local land charge in the Register of Local Land Charges maintained by the Council

8. Costs

The Owner undertakes to pay to the Council the sum of its reasonable legal costs of £200 on or before Completion of this Deed

9. Mortgagee Consent Clause

- 9.1 The Mortgagee agrees to the Owner entering into this Deed and to the Land being bound by its terms
- 9.2 The Mortgagee consents to this Deed and acknowledges that the Deed binds the Property. The Mortgagee shall only be liable for a breach of this Deed that it has itself caused whilst mortgagee in possession but shall not be liable for any pre-existing breach.

10. Trustees Consent Clause

The Trustees agree to the Owner entering into this Deed and to the Land being bound by its terms

11. Miscellaneous

- 11.1 This Deed may at the absolute discretion of the Council be applied to the Development as authorised by the Planning Permission or as varied or renewed or re submitted from time to time provided always in each of these cases that the sum of the Affordable Housing Contribution remains unchanged. The application of this Deed to any other Planning Permissions shall be recorded on those Planning Permissions by an "Informative" note.
- 11.2 No covenants or obligations contained in this Deed shall be binding upon any part of the Land that may in the future be acquired by a statutory undertaker for the purposes of its undertaking or operational Land as defined in the S262 of the Act.
- 11.3 It is agreed and declared that neither the Trustees nor their firms (both present and future) nor any of the partners or employees of that firm, nor any person acting on his behalf shall incur any personal liability whatsoever whether arising directly or indirectly under this Deed.

Executed as a deed by Marc Buller

in the presence of:

.....
MARC BULLER

.....
SIGNATURE OF WITNESS

NAME OF WITNESS

ADDRESS OF WITNESS

OCCUPATION OF WITNESS

Executed as a deed by Grace Buller

in the presence of:

.....
GRACE BULLER

.....
SIGNATURE OF WITNESS

NAME OF WITNESS

ADDRESS OF WITNESS

OCCUPATION OF WITNESS

Executed as a deed by affixing common seal of
BANK OF SCOTLAND in the presence of:

.....
Director

.....
Director or Secretary

EXECUTED AS A DEED
AS AN ATTORNEY FOR
BANK OF SCOTLAND
IN THE PRESENCE OF
HALIFAX PLC
TRINITY ROAD
HALIFAX
HX1 2RG

Signed as a deed by ROBERT PECK in his
capacity as one of two trustees of the
bankruptcy estate of MARC BULLER acting in
accordance with the powers conferred on him
by the Insolvency Act 1986 (as amended)
without personal liability and in the presence
of:

.....
ROBERT PECK

NAME OF WITNESS

.....
SIGNATURE OF WITNESS

ADDRESS OF WITNESS

OCCUPATION OF WITNESS

Signed as a deed by ANN NILSSON in her capacity as one of two trustees of the bankruptcy estate of MARC BULLER acting in accordance with the powers conferred on her by the Insolvency Act 1986 (as amended) without personal liability and in the presence of:

.....
ANN NILSSON

NAME OF WITNESS

.....
SIGNATURE OF WITNESS

ADDRESS OF WITNESS

OCCUPATION OF WITNESS

Dated

27 November

2014

- 1.) The Owner: MARC ALAN BULLER AND GRACE ANNE BULLER
- 2.) The Mortgagee: BANK OF SCOTLAND trading as HALIFAX
- 3.) The Trustees: MARTIN PICKARD and ANN NILSSON

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Planning Application Ref:
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Wannops LLP

wannops LLP

8 South Pallant

Chichester

West Sussex PO19 1TH

27 November 2014

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2014

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Of: 12 Canada Road, Arundel BN18 9HY

("the Owner") IN FAVOUR OF Arun District Council of Arun Civic Centre
Maltravers Road Littlehampton West Sussex BN17 5LF with the agreement
and consent of:-

("the Mortgagee") BANK OF SCOTLAND trading as HALIFAX of PO Box 548,
Leeds, LS1 1WU; and

("the Trustees") the trustees in bankruptcy of Marc Buller being Martin Pickard
and Ann Nilsson at care of Moon Beever Solicitors, Bedford House, 21a John
Street, London WC1N 2BF

1 Background

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 - C. at the time or times set out in the table below; and
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- 11.3 It is agreed and declared that neither the Trustees nor their firms (both present and future) nor any of the partners or employees of that firm, nor any person acting on his behalf shall incur any personal liability whatsoever whether arising directly or indirectly under this Deed.

Executed as a deed by Marc Buller

in the presence of

MARC BULLER

NAME OF WITNESS

ADDRESS OF WITNESS

OCCUPATION OF WITNESS

ANHABELLE CROSSAN

Wannops LLP

8 South Pallant

Chichester

West Sussex

PO19 1th

SOLICITOR

Executed as a deed by Grace Buller

GRACE BULLER

SIGNATURE OF WITNESS

NAME OF WITNESS

ANNABELLE CROSSAN

ADDRESS OF WITNESS

wannops LLP
8 South Pallant
Chichester
West Sussex
PO19 1th

OCCUPATION OF WITNESS

SOLICITOR

Executed as a deed by affixing the common seal of
BANK OF SCOTLAND in the presence of:

Director

Director or Secretary

Signed as a deed by MARTIN PICKARD in
his capacity as one of two trustees of the
bankruptcy estate of MARC BULLER acting in
accordance with the powers conferred on him
by the Insolvency Act 1986 (as amended)
without personal liability and in the presence
of:

MARTIN PICKARD

NAME OF WITNESS

SIGNATURE OF WITNESS

ADDRESS OF WITNESS

Mazars LLP, The Pinnacle, 160 Midsummer
Boulevard, Milton Keynes, MK9 1FF

OCCUPATION OF WITNESS Administrator

Signed as a deed by ANN NILSSON in her capacity as one of two trustees of the bankruptcy estate of MARC BULLER acting in accordance with the powers conferred on her by the Insolvency Act 1986 (as amended) without personal liability and in the presence of:

[Redacted Signature]
ANN NILSSON

NAME OF WITNESS

[Redacted Signature]
SIGNATURE OF WITNESS

ADDRESS OF WITNESS

[Redacted Address]

OCCUPATION OF WITNESS Administrator

Reference: **BKT3677313**

IPSSC

IN THE BRIGHTON COUNTY COURT

538 of 2012

MARC BULLER

IN BANKRUPTCY

THIS IS TO CERTIFY that

Mr M D PICKARD of MAZARS LLP of The Pinnacle, 160 Midsummer Boulevard, MILTON
KEYNES, MK9 1FF

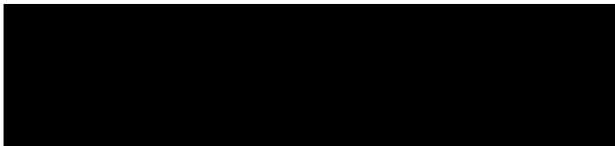
and

Ms A Nilsson of MAZARS LLP of The Pinnacle, 160 Midsummer Boulevard, MILTON
KEYNES, MK9 1FF

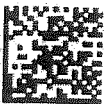
have been appointed as joint trustees of the bankruptcy estate of MARC BULLER with effect
from 16 April 2013 .

Any act required or authorised under any enactment to be done by the trustee(s) is to be
done by one or more of the above named persons.

On behalf of the Secretary of State



Date. 16 April 2013



Your Ref:

Our Ref: ASC/BUL70-2

Date: 27 November 2014

wannops LLP
solicitors

wannops

FAO Mr Delwyn Jones
Legal Services
Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex
BN17 5LF

Dear Sirs

12 - 14 Canada Road, Arundel, West Sussex BN18 9HY

We act for Grace and Marc Buller in relation to the Unilateral Undertaking relating to the above named property.

We've been trying for some time to obtain signatures to the Unilateral Undertaking in order for the planning application to be progressed without delay.

We understand the planning application may be heard next week and whilst we do not yet hold one document signed by all parties we do hold the following:

1. a certified copy of the Unilateral Undertaking signed by the trustees in bankruptcy and the owners of the property; and
2. a certified copy of the Unilateral Undertaking signed by Halifax (mortgagee) although the trustees are incorrect.

We are in the process of obtaining Halifax's signature to the new version document which is signed by the correct trustees in bankruptcy and the owners, at which stage the Unilateral Undertaking can be completed.

We hope the above information will enable the planning application to be progressed without delay.

We will revert to you once we're holding the signed document.

Yours faithfully

WANNOPS LLP
Commercial Property Department

Offices at:

Havant, Chichester, Egham, Farnham, Littlehampton, Worthing and Brighton

Incorporating:

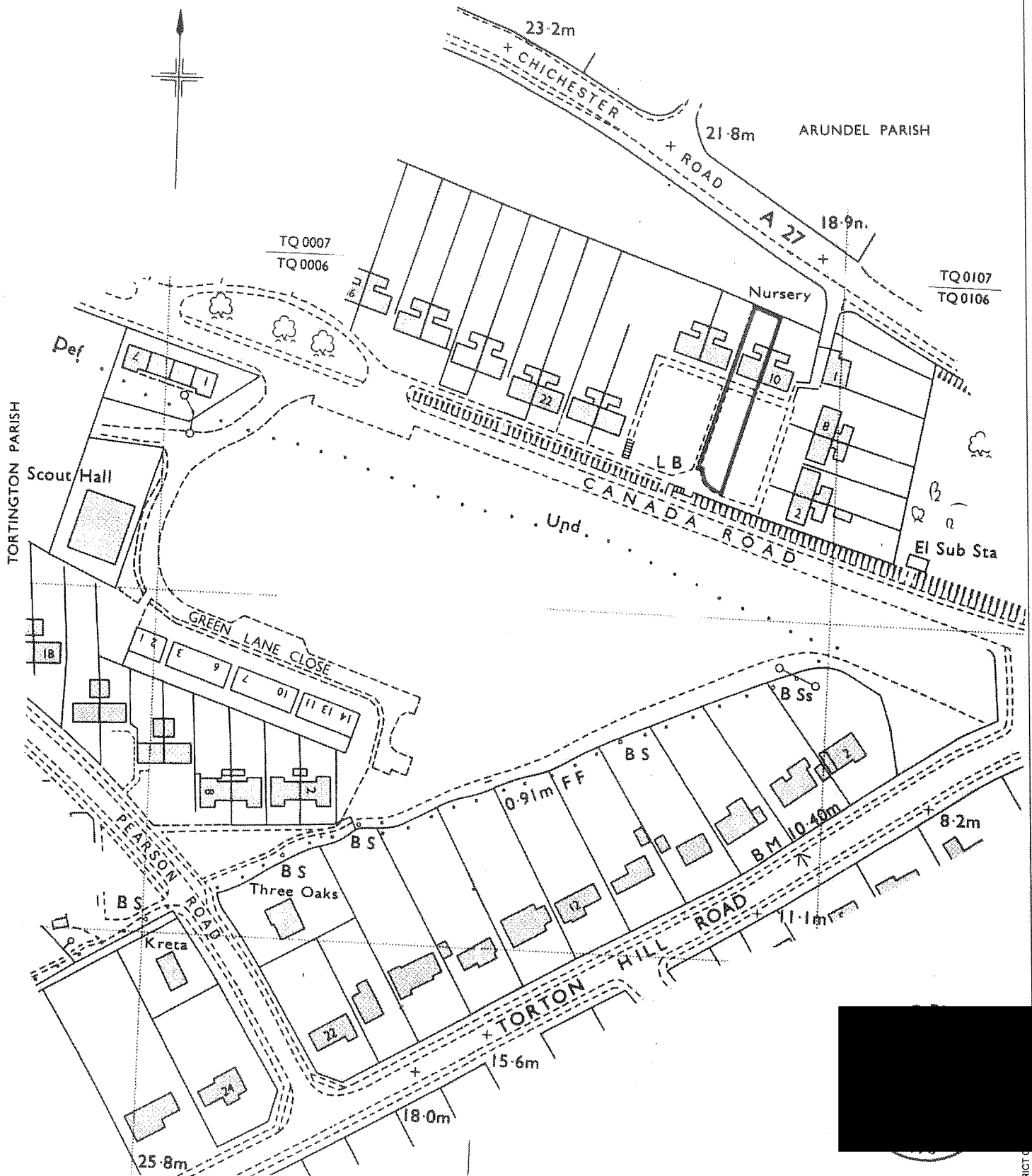
Wannop & Fox, Staffurth & Gray, Brookes & Co, Rogers, Peter Careless, Marsh Ferriman, NJH Law,
Ronnie Tremlett & Co and Burchell Williams.

WANNOPS LLP is a limited liability partnership registered in England and Wales No. OC370590 and is regulated by the
Solicitors Regulation Authority No. 569279. Registered Office: South Pallant House, 8 South Pallant, Chichester, West Sussex PO19 1TH.

A list of members is available for inspection at the registered office.

Company Commercial
Commercial Property
Personal Injury
Crime
Family & Care
Wills, Trusts, Tax & Probate
Residential Property
Litigation

H.M. LAND REGISTRY		TITLE NUMBER	
		WSX43218	
ORDNANCE SURVEY PLAN REFERENCE	TQ 0006	SECTION E	Scale 1/1250 Enlarged from 1/2500
COUNTY WEST SUSSEX	DISTRICT ARUN	© Crown copyright 1977	



These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

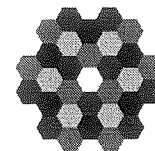
This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from Land Registry.

This official copy is issued on 17 October 2014 shows the state of this title plan on 17 October 2014 at 11:26:56. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).

This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - *Title Plans and Boundaries*.

This title is dealt with by the Land Registry, Durham Office .

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Official copy of register of title

Title number WSX43218

Edition date 28.05.2013

- This official copy shows the entries on the register of title on 17 OCT 2014 at 11:26:56.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 17 Oct 2014.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 1-A *guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry, Durham Office.

A: Property Register

This register describes the land and estate comprised in the title.

WEST SUSSEX : ARUN

- 1 (21.05.1980) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 12 Canada Road, Arundel (BN18 9HY).
- 2 The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 5 May 1980 referred to in the Charges Register.
- 3 The Transfer dated 5 May 1980 referred to above contains a provision as to boundary structures.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (09.10.2002) PROPRIETOR: MARC ALAN BULLER and GRACE ANNE BULLER of 12 Canada Road, Arundel BN18 9HY.
- 2 (09.10.2002) The price stated to have been paid on 30 September 2002 was £145,000.
- 3 (09.10.2002) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
- 4 (24.12.2012) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.
- 5 (24.12.2012) RESTRICTION: No disposition of the registered estate,

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

B: Proprietorship Register continued

other than a disposition by the proprietor of any registered charge registered before the entry of this restriction, is to be registered without a certificate signed by the applicant for registration or their conveyancer that written notice of the disposition was given to Robert Peck (the trustee in bankruptcy of Marc Buller) at The Insolvency Service, Midlands RTLU, PO Box 10089, Birmingham, B2 4WH.

- 6 (28.05.2013) RESTRICTION: No disposition of the registered estate, other than a disposition by the proprietor of any registered charge registered before the entry of this restriction, is to be registered without a certificate signed by the applicant for registration or their conveyancer that written notice of the disposition was given to Ann Nilsson (the trustee in bankruptcy of Marc Buller) at c/o Moon Beever Solicitors, Bedford House, 21a John Street, London, WC1N 2BF (Ref M00962-00084).

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 A Transfer of the land in this title dated 5 May 1980 made between (1) Arun District Council and (2) John Michael Penfold and Valerie Maureen Penfold contains restrictive covenants.

NOTE: Original filed.

- 2 (17.05.2006) REGISTERED CHARGE dated 7 April 2006.
- 3 (15.01.2008) Proprietor: BANK OF SCOTLAND PLC (Scot. Co. Regn. No. SC327000) of Halifax Division, 1 Lovell Park Road, Leeds LS1 1NS.

End of register

