

Dated:

3 June 2013

Between:

- [1] Mr. P.P Andrews [The Owner]
[2] Bank of Scotland PLC t/a Halifax [The Mortgagee]
[3] Arun District Council [ADC]

PLANNING OBLIGATION

under Section 106 of the Town & Country Planning Act 1990
and other powers relating to Land at 84 Maltravers Street Arundel
West Sussex

To pay affordable housing contribution of £14498 .00

Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF
DX57406 LITTLEHAMPTON
Reference: AB/120/12

1. **THIS DEED** is by undertaking and is dated 3 June 2013 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	Paul Philip Andrews of 84 Maltravers Street Arundel West Sussex BN18 9DS
Mortgagee	Bank of Scotland PLC trading as Halifax Co Reg No SC327000 of Halifax Division 1 Lovell Park Road Leeds LS1 1NS
ADC	Arun District Council, Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN17 5LF

3. **CAPACITIES TO ENTER INTO DEED AND BASIC DEFINITIONS**

Party	Capacity
Owner	Freehold owner under HMLR registered Title no WSX 82626 of land at 84 Maltravers Street Arundel West Sussex ("The Land") shown for identification only edged black on the attached plan and the applicant for planning permission described below
	Planning Permission under Application Ref: AB/120/12 is sought for 1 3 bed dwelling at the rear garden on No 84 Maltravers Street and "Planning Applications" and "Development" shall be construed accordingly
Mortgagee	Mortgagee of the Land
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 namely affordable housing provider /facilitator .

4. **BACKGROUND**

- 4.1 Planning Application has been made as aforesaid which the ADC is minded to grant 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 as identified in the Affordable Housing Policy .
- 4.2 The Mortgagee joins in and executes this Unilateral Undertaking so as to show its consent to its terms and on the understanding that they will only be liable for any breach of the covenants restrictions or obligations contained in this unilateral Undertaking during such periods (if any) as it is mortgagee in possession of the land and then only if it shall have caused such breach to be occasioned and provided for the avoidance of doubt that it shall not in any event be liable for breach of this Agreement arising prior to it becoming mortgagee in possession of the Land regardless of whether or not such pre existing breach shall continue for any period during which it is mortgagee in possession of the Land

5. **CONTRIBUTIONS PAYABLE**

- 5.1 The Owner undertakes with the ADC to:-

- (i) make the payments specified below
- (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 or before Commencement of the Development for any	£14,498.00	Affordable Housing within the whole of the Arun District.

	purposes of the Planning Permission		
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5.2 The Owner undertakes with ADC not to start the Development until the payment is made.

6.1 LEGAL AND MONITORING 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
ADC	On Commencement of the Development for the purposes of the Planning Permission	£150	ADC Monitoring of compliance with the Deed

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

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.

7.1.2. S56 of the Act will apply to determine commencement of the Development and in the event of any uncertainty or disagreement concerning this date the determination of ADC shall be final .

7.1.3. 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.

7.2 Index Linking

General

7.2 The Owner undertake to ADC that any sums payable by the Owner or the Applicant 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

$\frac{C}{D}$

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 6 months after the date of this undertaking

7.3 Interest of Payments

The Owner undertakes with ADC pay interest on sums due to ADC under this Deed but not paid on the Due Date from the Due Date until actual payment. The rate of interest shall be 4% above the HSBC Bank base rate from time to time.

7.4 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.

8. GENERAL

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

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

- 8.3 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.
- 8.4 This Deed confers no benefit on any Third Party under Contracts (Third Party Rights) Act 1999.
- 8.5 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.
- 8.6 This Deed is a Local Land Charge and shall be registered as such.
- 8.7 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

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

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:	

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 Litttlehampton 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 IN THE
PRESENCE OF

F

NORTON STUDIO
SCHOOL LANE.
ARUNDEL. BN18 9OR

SIGNED AS A DEED BY
THE MORTGAGÉE IN THE
PRESENCE OF

EXECUTED AS A DEED BY [REDACTED]
AS AN ATTORNEY FOR AND ON BEHALF OF
BANK OF SCOTLAND PLC
IN THE PRESENCE OF [REDACTED]
HALIFAX PLC
TRINITY ROAD
HALIFAX
HX1 2RG

POWERS OF ATTORNEY FOR THE EXECUTION OF DOCUMENTS ON BEHALF OF BANK OF SCOTLAND PLC

By this power of attorney given on 29 April 2013, Bank of Scotland plc whose registered office is at The Mound, Edinburgh, EH1 1YZ (the "**Company**") hereby appoints the following persons jointly and severally to be attorneys for the Company and on its behalf to sign, seal and deliver any document necessary or desirable for or in conjunction with:

Dealings with Mortgaged Property and Discharge of Mortgages

1. The variation, alteration, amendment, modification, replacement or substitution of any mortgage or charge to which the Company is a party;
2. the vacation, discharge, receipt, release, surrender, conveyance, re-conveyance, assignment or re-assignment of any mortgage charge or other security held by the Company;
3. the postponement, deferment, subordination or other regulation of the priority or ranking of any mortgage, charge or other security held by the Company;
4. the grant or release of easements or covenants on, consent to letting, underletting, assignment, alteration or surrender of any property held by the Company as trustee or nominee or charged to the Company;

and generally for all or any of the said purposes aforesaid to act as attorney of the Company.

Barnwood

Victoria Louise Clarke
Amanda Cecilia Lodge
Tracey Louise Smith
Simon James Daniels
Rachel Judith Delaney
Sue Mary Parker
Rebecca East
Sharon Jane Hothersall
Graham Littlewood
Julie Poole
Samantha Rachel Davies
Janet Painting

Title

Underwriting Relationship & Policy Manager
Team Manager
Underwriter
Mortgage Underwriter Support Administrator
Mortgage Underwriter Support Administrator
Mortgage Underwriter Support Administrator
Mortgage Underwriter Support Administrator
Mortgage Underwriter Support Administrator
Mortgage Underwriter Support Administrator
Mortgage Underwriter Support Administrator
Team Manager
Mortgage Underwriter Support Administrator

Pendeford

Ann Clifton
Debbie Woodcock

Title

Underwriter
Underwriter

Halifax

Danielle Dawn Robins
Anne Margaret Drury
Richard Charles Brearley
Tina Wade
Karen Jane Bridge
Julie Gibson
Diane June Waite
Beverley Michelle McConnell

Title

Mortgage Underwriter Support Administrator
Mortgage Underwriter Support Administrator
Mortgage Underwriter Support Administrator
Mortgage Underwriter Support Administrator
Mortgage Underwriter Support Administrator
Mortgage Underwriter Support Administrator
Mortgage Underwriter Support Administrator
Mortgage Underwriter Support Administrator

Risk 2013

Emma Jane Bradley
Julieanne Holroyd

Mortgage Underwriter Support Administrator
Mortgage Underwriter Support Administrator

This power of attorney will be valid for a period of 12 months from the date herein.

The power of attorney dated 8th May 2012 between Bank of Scotland plc and the persons named therein is hereby revoked with immediate effect.

Executed as a deed on behalf of
Bank of Scotland plc
Acting by an authorised attorney
In the presence of:

.....
Jc
Authorised attorney

Witness signature:

Witness name:

Witness address:

.....

17 Kingsway, West Wickham
Kent BR4 9SD.

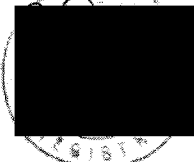
H.M. LAND REGISTRY			TITLE NUMBER
			WSX82626
ORDNANCE SURVEY PLAN REFERENCE	TQ0107	SECTION A	Scale 1/1250 Enlarged from 1/2500
COUNTY WEST SUSSEX	DISTRICT ARUN	© Crown copyright 1984	

ARUNDEL PARISH



TQ0107
TQ0106

FILED PLAN



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.

If any mapping work in respect of any pending application(s) has been completed, additional references, which are not referred to in the register of title, may appear on the title plan or be referred to in the certificate of inspection in form CI. References may also have been amended by, or not be shown on the title plan, where these are being removed as a result of a pending application(s).

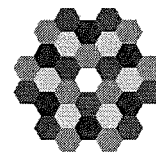
This official copy is issued on 26 November 2012 shows the state of this title plan on 26 November 2012 at 09:41:26. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It 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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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.



Official copy of register of title

Title number WSX82626

Edition date 17.01.2008

- This official copy shows the entries on the register of title on 26 NOV 2012 at 09:41:26.
- 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 26 Nov 2012.
- 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 (28.06.1984) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 84 Maltravers Street, Arundel (BN18 9DS).
- 2 The land has the benefit of the rights granted by but is subject to the rights reserved by the Conveyance dated 28 April 1948 referred to in the Charges Register.

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 (17.01.2008) PROPRIETOR: PAUL PHILLIP ANDREWS of 84 Maltravers Street, Arundel, West Sussex BN18 9DS.
- 2 (17.01.2008) The price stated to have been paid on 3 December 2007 for the land in this title and in WSX280986 was £410,000.

C: Charges Register

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

- 1 A Conveyance of the land in this title dated 28 April 1948 made between (1) The Most Noble Bernard Marmaduke Duke of Norfolk (2) The Public Trustee and (3) John Reginald Wheatland and Dorothy Agnes Wheatland contains restrictive covenants.

NOTE: Original filed.

Title number WSX82626

C: Charges Register continued

- 2 (17.01.2008) REGISTERED CHARGE dated 3 December 2007 affecting also title WSX280986.
- 3 (17.01.2008) Proprietor: BANK OF SCOTLAND PLC (Scot. Co. Regn. No. SC327000) of Halifax Division, 1 Lovell Park Road, Leeds LS1 1NS.

End of register

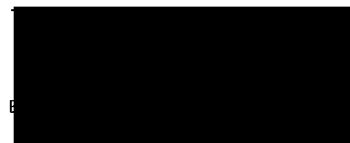
WARWICK & BARKER

SOLICITORS
and
COMMISSIONERS FOR OATHS

PARTNERS
MICHAEL G. BARKER
SIMON F. M. KENNING

JUDITH M. H. SIMMONDS (B.A.) SOLICITOR
RICHARD C. LYNE (B.A.) (F.Inst.L.Ex.) PROBATE EXECUTIVE

WOODLANDS CHAMBERS,
78 WOODLANDS AVENUE,
RUSTINGTON, LITTLEHAMPTON,
WEST SUSSEX, BN16 3EZ



Mr Delwyn Jones
Arun District Council
DX :57406 LITTLEHAMPTON

Your Ref:

Our Ref: SFK.KZC.ANDREWS



Date: 23rd May 2013

Dear Delwyn

Our Client: Mr P Andrews

Re: 84 Maltravers Street Arundel West Sussex

I refer to previous correspondence and I am now able to enclose a Planning Obligation in respect of the above property duly executed by both the Bank of Scotland and my client. I also enclose an original Power of Attorney for the Bank.

Perhaps when you are ready to proceed you could give me a ring so we can formally complete the matter.

Yours sincerely



Simon Kenning
Warwick & Barker

Enc.

