

Dated:

13 March

2014

Between:

- [1] TA Meathrel and A Meathrel [The Owner]
- [2] Skipton Building Society [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 Arden Guest House No 4 Queens Lane Street Arundel
West Sussex BN18 9JN

To pay affordable housing contribution of £45,624.00

Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF
DX57406 LITTLEHAMPTON
Reference: tbc

Zornerch

1. **THIS DEED** is by Agreement and is dated 2014 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	Terence Alan Meathrel and Ann Meathrel both of Arden Guest House Queens Lane Arundel West Sussex BN18 9JN
Mortgagee	Skipton Building Society of The Bailey Skipton North Yorkshire BD23 1DN
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 76190 of land at Arden Guest House Queens Lane Arundel West Sussex BN18 9JN ("The Land") shown for identification only edged black on the attached plan and the applicant for planning permission described below
	A Planning Application is to be submitted seeking Planning Permission under an Application Ref: AB/ yet to be assigned for 4 No 2 bedroom flats and "Planning Applications" shall have this meaning . "Development" shall mean 4 No 2 bedroom flats granted under Planning Permission Ref .AB/
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 The Planning Application is to be made 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 agrees and consents to the Owner and the Applicant entering into this Deed and to the land being bound by its terms save that no liability shall attach to the Mortgagee personally.

5. **CONTRIBUTIONS PAYABLE**

- 5.1 The Owner agrees 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 start of the Development	£45624.00	Affordable Housing in the whole of the Arun District

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

6. ADDITIONAL CLAUSES

The Owner agrees with ADC as follows:-

6.1 Start Date of this Deed and Obligations

6.1.1. This Deed will take effect on the grant of the Planning Permission.

6.1.2. 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 save that (for the purposes of this Deed and for no other purpose) operations consisting of site clearance demolition work archaeological investigations investigation for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements shall not constitute commencement of the Development.

6.1.3. 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.

6.2 Index Linking

General

6.2 The Owner agrees to ADC that any sums payable by the Owner under this agreement 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 agreement

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 agreement

$\frac{C}{D}$

is equal to or greater than 1

The adjustment in clause 6.1 shall only be made where the Specified /Payment Date is more than 6 months after the date of this undertaking

6.3 Interest of Payments

The Owner agrees 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.

6.4 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.

6.5 Legal and Administrative Costs

The Owner agrees with ADC :

- [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

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

Monitoring Costs of ADC

6.7 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.

6.8 . 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. GENERAL

- 7.1 This Deed is not a Planning Permission or any other form of consent under any other function of ADC .
- 7.2 This Deed does not restrict or fetter the statutory powers of ADC .

- 7.3 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.
- 7.4 This Deed confers no benefit on any Third Party under Contracts (Third Party Rights) Act 1999.
- 7.5 This Deed shall apply to the Development as authorised by the Planning Permission or as varied or renewed from time to time.
- 7.6 This Deed is a Local Land Charge and shall be registered as such and the Local Land Charge shall be removed when the Owners obligations are fulfilled or if the Planning Permission is quashed or expires without being Commenced .
- 7.7 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
- 7.8 No covenants in this Deed shall affect or bind any party to this Deed after they have parted with and ceased to have any interest in the Land provided that this clause shall not exempt any party from any liability for any breach committed or incurred whilst having an interest in the Land.
- 7.9 This Agreement shall not be enforceable against Owner –Occupiers, tenants of dwellings or individual units constructed pursuant to the Planning Permission nor against those deriving title from them.

8. COVENANTS BY ADC

8. ADC agrees with the Owner and the mortgagee :-

- 8.1 to accept and receive the sums of £45624 and £450 and £150 referred to in this Agreement and use them for no purpose other than for as described in clauses 5.1 and 6.5 of this Agreement.
- 8.2 To produce a reasonable amount of written evidence to the Owner of the uses to which the sums have been put on reasonable request by the Owner and within a reasonable time.
- 8.3 To use or enter into a contract to use the sum of £45624 for the purpose stated within clause 5.1 by no later than 15 years after receipt and if the sum or any part of it remains unused or unspent and uncommitted then to return the sum to the Owner.

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.

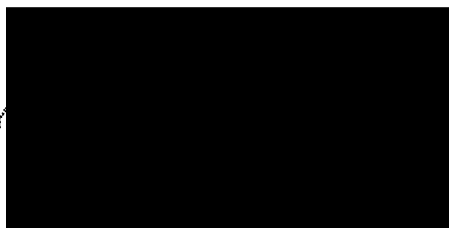
If ADC is Payee : Head of Planning Services Arun District Council Arun Civic Centre Maltravers Road Littlehampton West Sussex BN 17 5LF DX 57406 Littlehampton
--

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]	Contribution towards affordable housing	
[c]	Amount of contribution	
[d]	Date upon which contribution is due	
[e]	Amount of contribution enclosed	

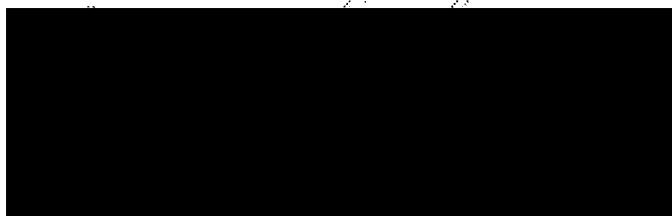
SIGNED AS A DEED BY
THE OWNER IN THE
PRESENCE OF



NAME
ADDRESS
OCCUPATION

N J TUDOR
25 CHEN STONE COURT
ARUNDEL
W. SUSSEX
BN18 9FE

SIGNED AS A DEED BY
THE SECOND OWNER IN THE
PRESENCE OF



NAME

ADDRESS

OCCUPATION

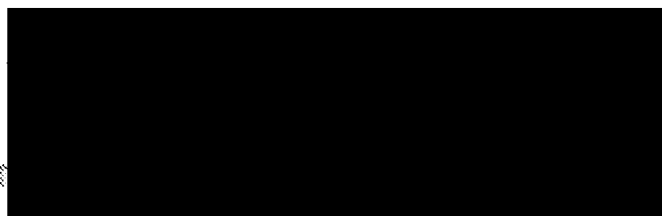
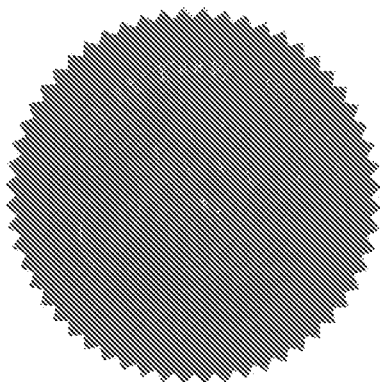
25 CHEN STONE COURT

ARUNDEL

W. SUSSEX

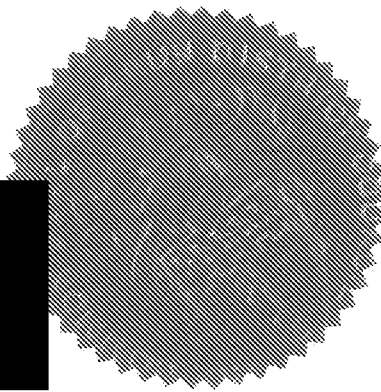
BH18 9FE

SIGNED AS A DEED BY
THE MORTGAGEE IN THE
PRESENCE OF



BY AUTHORITY OF THE BOARD OF DIRECTORS

SEALED with the COMMON SEAL
of ARUN DISTRICT COUNCIL
in the presence of



Authorised Signatory

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 16 December 2013 shows the state of this title plan on 16 December 2013 at 12:06:37. 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 .

© Crown copyright. Produced by Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number 100026316.

H.M. LAND REGISTRY

TITLE NUMBER

WSX 76190

ORDNANCE SURVEY
PLAN REFERENCE

TQ 0206

SECTION A

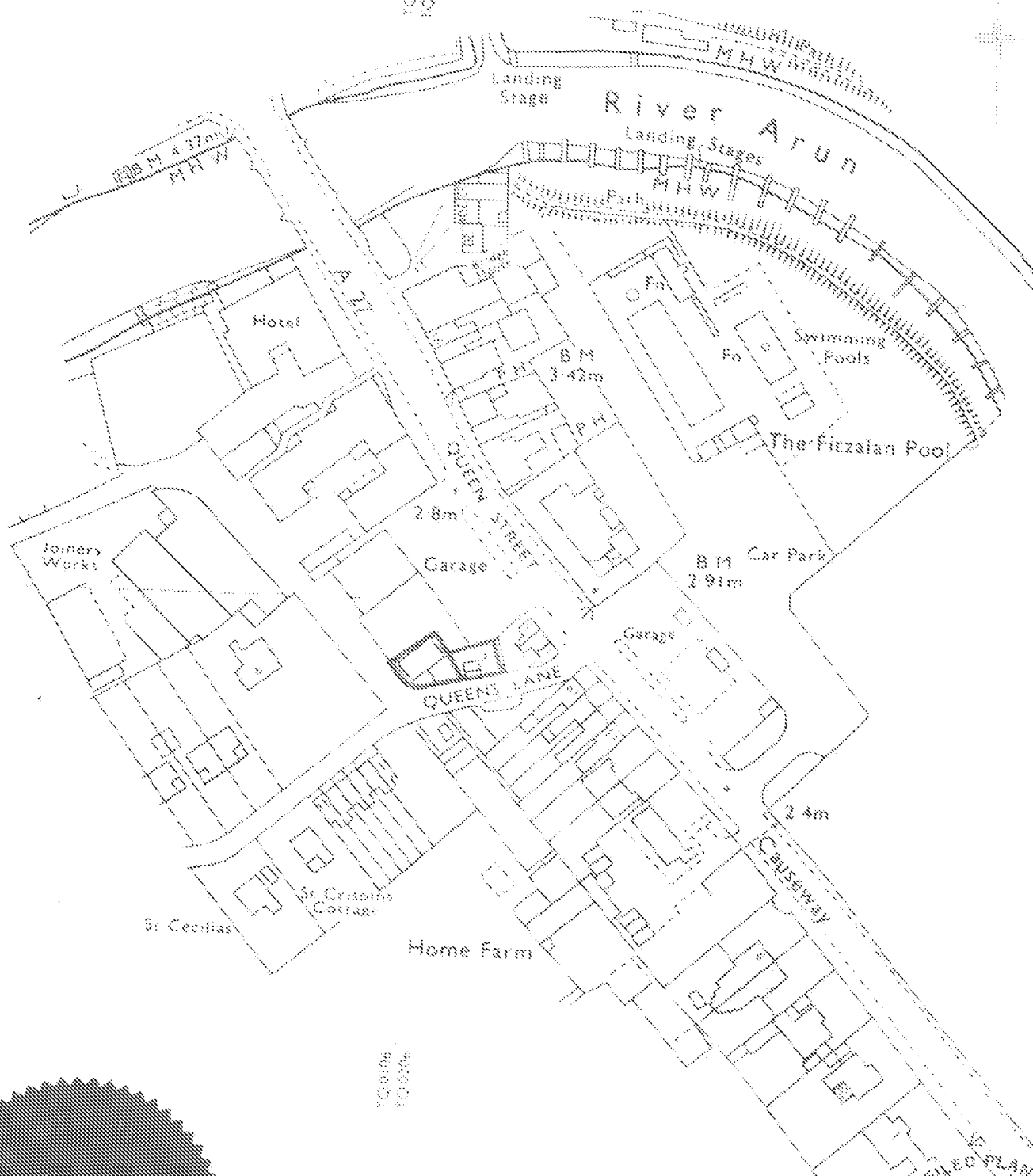
Scale
1:1250 Enlarged from 1:2500

COUNTY WEST SUSSEX

DISTRICT ARUN

© Crown Copyright 1977

APPROXIMATE BOUNDARY



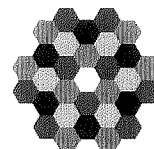
TQ 0106
TQ 0206

FILED PLAN



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 WSX76190

Edition date 14.06.2007

- This official copy shows the entries on the register of title on 16 DEC 2013 at 12:06:37.
- 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 16 Dec 2013.
- 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 (04.11.1983) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 4 Queens Lane, Arundel (BN18 9JN).
- 2 The land has the benefit of the following rights granted by but subject to the following rights contained in a Conveyance dated 14 May 1964 referred to in the Charges Register:-

"TOGETHER ALSO with and subject to all such rights easements and quasi easements (if any) as are now enjoyed by the property hereby conveyed and the adjoining property as if such property and any adjoining property now or formerly belonging to the Vendor had acquired such rights easements or quasi easements by prescription."
- 3 The land edged and lettered A in red on the filed plan added to the title on 25 June 1987.
- 4 The land edged and lettered A in red on the filed plan is not affected by the Conveyance dated 14 May 1964 referred to above.
- 5 The land edged and lettered A in red on the filed plan as the benefit of the rights granted by but is subject to the rights contained in the Conveyance dated 17 November 1948 referred to in the Charges Register which are identical to those contained in the Conveyance dated 14 May 1964 referred to above.

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

B: Proprietorship Register continued

- 1 (14.06.2007) PROPRIETOR: TERENCE ALAN MEATHREL and ANN MEATHREL of 4 Queens Lane, Arundel, West Sussex BN18 9JN.
- 2 (14.06.2007) The price stated to have been paid on 9 May 2007 was £600,000.
- 3 (14.06.2007) 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.
- 4 (14.06.2007) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 9 May 2007 in favour of Skipton Building Society referred to in the Charges Register.

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 14 May 1964 made between (1) Duke of Norfolk (Vendor) (2) Frederick Ralph Prince (Purchaser) and (3) Stanley George Owen Gentles and Elizabeth Smith Gentles (Sub-Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

By a Deed dated 21 August 1972 made between (1) Duke of Norfolk and (2) Stanley George Owen Gentles and Elizabeth Smith Gentles the said covenants were expressed to be released in the following terms:-

"The Duke as Beneficial Owner hereby releases unto and varies the said restriction to permit the said property to be used for the purpose of a Licensed Guest House PROVIDED ALWAYS and it is hereby agreed that nothing herein contained shall permit any food or alcoholic liquor of any description whatsoever to be served to any member of the general public who has not booked accommodation at the Guest House.

2. IN all other respects the restrictions and stipulations contained in the said Conveyance shall remain in full force and effect."

- 2 The land edged and lettered A in red on the filed plan is not affected by the Conveyance dated 14 May 1964 referred to above.

- 3 A Conveyance of the land edged and lettered A in red on the filed plan and other land dated 17 November 1948 made between (1) The Most Noble Bernard Marmaduke Duke of Norfolk (Vendor) (2) The Public Trustee and (3) Annie Florence Riddle contains covenants details of which are set out in the schedule of restrictive covenants hereto.

By a Deed dated 12 September 1983 made between (1) Schroder Executor & Trustee Company Limited and others and (2) John Corbett Shanks and Ann Patricia Shanks the said covenants were expressed to be modified. Details of the terms of modification are set out in the Schedule hereto.

- 4 The land edged and lettered A in red on the filed plan is subject to the following exceptions and reservations contained in a Transfer thereof dated 15 April 1987 made between (1) Desmond Leslie McCoubrey and Morag Monteith McLeon McCoubrey (Vendors) and (2) Jeffrey Short and Carol Vivienne Short:-

"Excepting and reserving unto the Vendors and their successors in title owner or occupiers for the time being known as 1 Queen Street Arundel aforesaid a right of way on foot only over the land hereby transferred for the purpose of obtaining access to or egress from the rear garden gate of the premises known as 1 Queen Street aforesaid."

- 5 (14.06.2007) REGISTERED CHARGE dated 9 May 2007.
- 6 (14.06.2007) Proprietor: SKIPTON BUILDING SOCIETY of The Bailey, Skipton, N. Yorkshire BD23 1DN.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 14 May 1964 referred to in the Charges Register:-

"FOR the benefit of the Norfolk Estate at Arundel aforesaid or the part thereof for the time being remaining unsold and/or Arundel Castle and so as to bind the property hereby conveyed the Sub-Purchasers hereby jointly and severally covenant with the Vendor that the Sub-Purchasers and the persons deriving title under the Sub-Purchasers will at all times hereafter observe and perform the restrictions and stipulations set out in the First Schedule hereto PROVIDED ALWAYS that the Sub-Purchasers or others the owner or owners for the time being of the property hereby conveyed shall be liable only in respect of breaches which occur while he or they respectively shall be the owner or owners of the land or of the part thereof in respect of which any breach occurs PROVIDED ALSO that the Vendor or his successors in title owner or owners for the time being of the Norfolk Estate at Arundel aforesaid or the part thereof for the time being remaining unsold or otherwise undisposed of and or of Arundel Castle may at the request of the Sub-Purchasers or the persons deriving title under the Sub-Purchasers release or vary any of the aforesaid restrictions and stipulations PROVIDED FURTHER that nothing herein contained shall operate to impose any restrictions on the manner in which the Vendor or the persons deriving title under him may deal with the whole or any part of the said estate for the time being remaining unsold or undisposed of.

THE FIRST SCHEDULE above referred to

(a) Not more than one messuage shall at any time be erected on the land hereby conveyed or any part thereof and the messuage and all buildings to be erected on the land shall be kept in substantial repair. No building shall at any time be erected and the elevation of the existing messuage and buildings shall not be altered until the plans of such building or alteration have been submitted to and approved by the Vendor or his agent for the time being but such approval shall not be unreasonably withheld.

(b) In case the messuage and buildings or any part thereof shall be burnt down or damaged by fire or destroyed or damaged by violent tempest the same or the part or parts thereof so burnt down or destroyed shall be rebuilt or reinstated within twelve months thereafter according to plans to be submitted to and approved by and to the satisfaction of the Vendor or his Agent for the time being but such approval shall not be unreasonably withheld.

(c) No trade manufacture or business of a noisome noxious or offensive character shall be carried on upon the premises.

(d) No building on the premises shall be used as a public or private lunatic asylum or for the residence of any person or persons of unsound mind or for a convalescent home hotel public house or beershop or for a licensed public refreshment house or for a public garage or oil or petrol station.

(e) No shows booths swings caravans roundabouts or hoardings nor any advertising station or advertisement (except advertisements relating to the business carried on) shall be erected made placed or used or be allowed to remain upon the land or any part thereof nor shall the same be used as a parking ground nor for the storage of rubbish or building material oil or petrol."

- 2 The following are details of the covenants contained in the Conveyance dated 17 November 1948 referred to in the Charges Register:-

"FOR the benefit of the Norfolk Estate at Arundel aforesaid or the part thereof for the time being remaining unsold and/or Arundel Castle and so as to bind the property hereby conveyed the Purchaser hereby covenants with the Vendor that the Purchaser and the persons deriving title under the Purchaser will at all times hereafter observe and perform the restrictions and stipulations set out in the First Schedule hereto PROVIDED ALWAYS that the Purchaser or other the owner or owners for the time being of the property hereby conveyed shall be liable only in respect of breaches which occur while he or they respectively shall be the owner or owners of the land or of the part thereof in respect of

Schedule of restrictive covenants continued

which any breach occurs PROVIDED ALSO that the Vendor or his successors in title owner or owners for the time being of the Norfolk Estate at Arundel aforesaid or the part thereof for the time being remaining unsold or otherwise undisposed of and/or of Arundel Castle may at the request of the Purchaser or the persons deriving title under the Purchaser release or vary any of the aforesaid restrictions and stipulations PROVIDED FURTHER that nothing herein contained shall operate to impose any restrictions on the manner in which the Vendor or the persons deriving title under him may deal with the whole or any part of the said estate for the time being remaining unsold or undisposed of.

THE FIRST SCHEDULE above referred to

(a) Not more than one messuage shall at any time be erected on the land hereby conveyed or any part thereof and the messuage and all buildings to be erected on the land shall be kept in substantial repair. No building shall at any time be erected and the elevation of the existing messuage and buildings shall not be altered until the plans of such building or alteration have been submitted to and approved by the Vendor or his agent for the time being but such approval shall not be unreasonably withheld.

(b) In case the messuage and buildings or any part thereof shall be burnt down or damaged by fire or destroyed or damaged by violent tempest the same or the part or parts thereof so burnt down or destroyed shall be rebuilt or reinstated within twelve months thereafter according to plans to be submitted to and approved by and to the satisfaction of the Vendor or his Agent for the time being but such approval shall not be unreasonably withheld.

(c) No trade manufacture or business of a noisome noxious or offensive character shall be carried on upon the premises.

(d) No building on the premises shall be used as a public or private lunatic asylum or for the residence of any person or persons of unsound mind or for a convalescent home hotel public house or beershop or for a licensed public refreshment house or for a public garage or oil or petrol station.

(e) No shows booths swings roundabouts or hoardings nor any advertising station or advertisement (except advertisements relating to the business carried on) shall be erected made placed or used or be allowed to remain upon the land or any part thereof nor shall the same be used as a parking ground nor for the storage of rubbish or building material oil or petrol."

3 The following are details of the terms of modification contained in the Deed dated 12 September 1983 referred to in the Charges Register:-

"The Trustees HEREBY RELEASE unto and vary the said restriction to permit the land shown edged green on the plan annexed hereto to be used as a parking ground both for use in connection with the property and also in connection with 4 Queens Lane Arundel."

NOTE: The land edged green referred to is edged and lettered A in red on the filed plan.

End of register

