

Planning Application Reference:	AL/7/11/
Document Type:	Section 106 Agreement
Date of Agreement:	31st March 2011

NB: Above text in bold to be included in free text field.

Check thoroughly for **telephone numbers/email addresses & signatures** and block.
Check **maps** for signatures and block.

Please return original to s106 Monitoring Officer



SM

Dated: March 31st 2011

Between:

- | | | |
|-----|-----------------------|-------------|
| [1] | Margaret Rhodes | [The Owner] |
| [2] | Arun District Council | [ADC] |

PLANNING OBLIGATION

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

To pay affordable housing contribution of £1656.00

Delwyn Jones
Planning Solicitor
Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF
DX57406 LITTLEHAMPTON
Reference: AL/7/11



1. THIS DEED is by undertaking and is dated March 31st 2011 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	Margaret Rhodes of 31 Meadow Way Westergate Chichester West Sussex PO20 3QT
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 WSX285846 of land at 31 Meadow Way Westergate Chichester West Sussex PO 20 3QT ("The Land") shown for identification only edged black on the attached plan and the applicant for planning permission described below
	The Owner has applied for Planning Permission under Application Ref: AL/7/11 for a ~~3~~ ⁴ bed bungalow and "Planning Applications" and "Development" shall be construed accordingly
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 Owner has made the Planning Application 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

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 start of the Development	£1656.00	Affordable Housing in the parish where the development is located or adjacent parishes

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

6. ADDITIONAL CLAUSES

The Owner undertakes 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.

6.1.3. On Commencement of the Development the Owner and the Applicant 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 undertake 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 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

$\frac{C}{D}$

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 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.

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 undertakes with ADC :

Legal Costs of ADC

- 6.5.1 The Owner has prior to completion of this Deed paid to ADC the reasonable legal costs of ADC on entering into this Deed in the sum of £450 receipt of which ADC hereby acknowledges

Monitoring Costs of ADC

- 6.5.2 to pay on commencement of the Development to the ADC a contribution of £100 [minor application] incurred in monitoring compliance with this Agreement

- 6.5.3 to pay on commencement of the Development to the ADC their additional standard administrative costs incurred in monitoring compliance with each obligation contained in this Agreement in the sum of £50 for each obligation [amounting in total to £150.00]

- 6.5.4 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

- 6.5.5 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.

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.

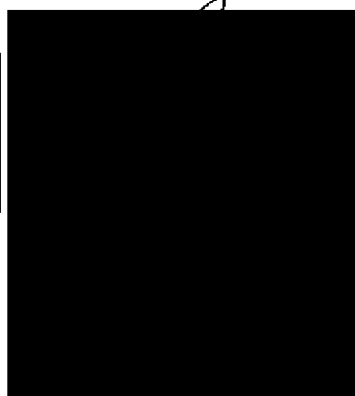
If ADC is Payee : Head of Planning Services Arun District Council Arun Civic Centre Maltravers Road Littlehampton West Sussex BN 17 5LF DX 57406 Littlehampton

Please answer all the questions.

1. Payment to be made by/on behalf of.....MARGARET RHODES.....
2. Land at:31, MEADOW WAY, WESTERCOTE PO.20 3QT
3. Agreement dated:31st MARCH 2011.....
4. Planning application reference number [where applicable]
5. Obligation in Agreement

[a]	Clause No.	
[b]	Contribution towards affordable housing	
[c]	Amount of contribution	<u>£1656</u>
[d]	Date upon which contribution is due	
[e]	Amount of contribution enclosed	

SIGNED AS A DEED BY
THE OWNER IN THE
PRÉSENCE OF





OFFICIAL COPY OF REGISTER ENTRIES

This official copy shows the entries subsisting on the register on 8 April 2005 at 16:58:13. This date must be quoted as the 'search from date' in any official search application based on this copy.

Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.

Issued on 8 April 2005.

This title is dealt with by Land Registry Portsmouth Office.

Land Registry

Title Number : **WSX285846**

Edition Date : 9 December 2004

A: Property Register

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

WEST SUSSEX : ARUN

1. (09.12.2004) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being 31 Meadow Way, Westergate, Chichester (PO20 3QT).
2. (09.12.2004) The land has the benefit of the rights granted by but is subject to the rights reserved by the Conveyance dated 15 July 1965 referred to in the Charges Register.
3. (09.12.2004) A Conveyance of the land tinted blue on the title plan and other land dated 3 December 1965 made between (1) Quality Constructions Limited (Vendor) and (2) Anthony Pudduck and Marjorie Elsie Puddock (Purchasers) contains the following provision:-

"IT IS HEREBY EXPRESSED AND DECLARED that the Purchasers and their successors in title shall not be entitled to any right of light or air which would in any manner diminish or interfere with the free unrestricted user of any of the adjoining or neighbouring property belonging to the Vendor either for building or for any other purpose."

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

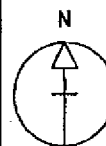
1. (09.12.2004) PROPRIETOR: MARGARET RHODES of 31 Meadow Way, Westergate, Chichester, West Sussex PO20 3QT.





TITLE NUMBER
WSX285846

WEST SUSSEX : ARUN



ORDNANCE SURVEY MAP REFERENCE:

SU9304NE

SCALE 1:1250

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This title plan shows the general position of the boundaries: it does not show the exact line of the boundaries. Measurements scaled from this plan may not match measurements between the same points on the ground. For more information see Land Registry Public Guide 7 - Title Plans.

This official copy shows the state of the title plan on 8 April 2005 at 16:58:13. It may be subject to distortions in scale. Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original. Issued on 8 April 2005.

This title is dealt with by the Portsmouth District Land Registry.





B: Proprietorship Register continued

2. (09.12.2004) A Transfer of the land tinted blue on the title plan dated 12 November 2004 made between (1) Sally Jane Hamilton Fry (Transferor) and (2) Margaret Rhodes (Transferee) contains Transferors personal covenants.

NOTE: Copy filed.

C: Charges Register

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

1. (09.12.2004) A Conveyance of the land tinted pink on the title plan and other land dated 15 July 1965 made between (1) Quality Constructions Limited and (2) Frederick Ernest Rhodes contains restrictive covenants.

NOTE 1: No copy of the plan to the Conveyance dated 29 October 1953 was supplied on first registration.

NOTE 2:-Copy filed.

END OF REGISTER

NOTE: The date at the beginning of an entry is the date on which the entry was made in the Register.

