

AL/75/14/00T

16/10/14

Please use this Form if your planning application is for between 1 to 6 houses

Dated 2 October 2014

[1] The Owner: Mr & Mrs D Horsman

[2] The Mortgagee: N/A

UNILATERAL UNDERTAKING

Under Section 106 of the Town and Country Planning Act 1990 concerning land at
Woodgate Farm, Woodgate, Chichester PO20 3SS

Planning Application Ref: AL/75/14/00T
Contributions for Affordable Housing of £5,408.00
Monitoring Fee £150.00

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

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

AL/75/14/00T

16/10/14

Please use this Form if your planning application is for between 1 to 6 houses

Dated 2 October 2014

[1] The Owner: Mr & Mrs D Horsman

[2] The Mortgagee: N/A

UNILATERAL UNDERTAKING

Under Section 106 of the Town and Country Planning Act 1990 concerning land at
Woodgate Farm, Woodgate, Chichester PO20 3SS

Planning Application Ref: AL/75/14/00T
Contributions for Affordable Housing of £5,408.00
Monitoring Fee £150.00

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

THIS UNILATERAL UNDERTAKING is given this

2012

By Mr & Mrs D Horsman

Of Woodgate Farm, Woodgate, Chichester, West Sussex PO20 3SS

("the Owner") IN FAVOUR OF Arun District Council of Arun Civic Centre Maltravers Road Littlehampton West Sussex BN 17 5LF with the agreement and consent of :-

N/A

("The Mortgagee")

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 agrees 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 £5,408.00 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 the land at Woodgate Farm shown edged black 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

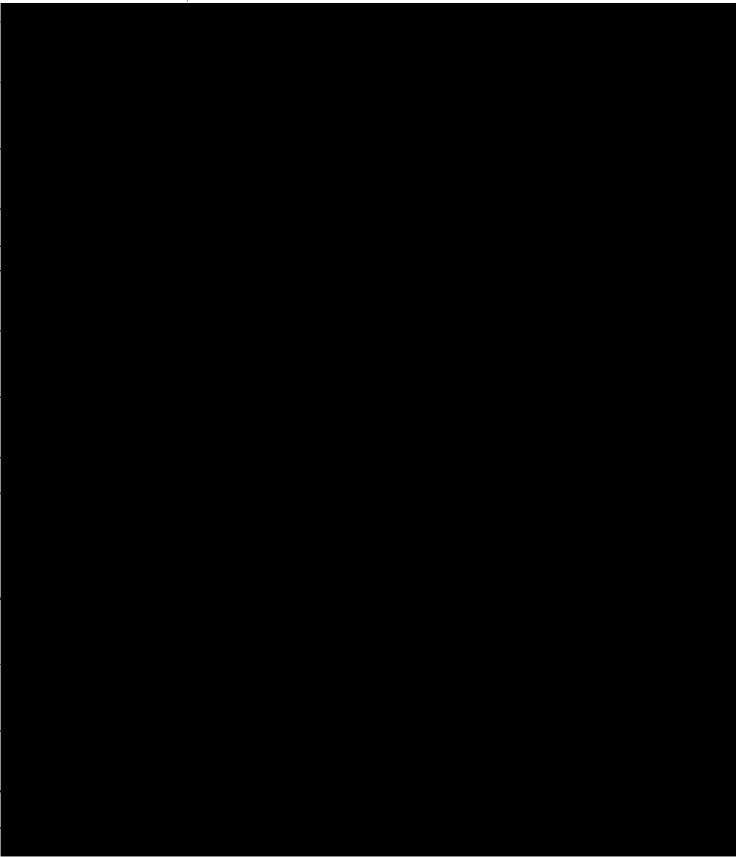
9. Mortgage Consent Clause

The Mortgagee agrees to the Owner entering into this Deed and to the Land being bound by its terms

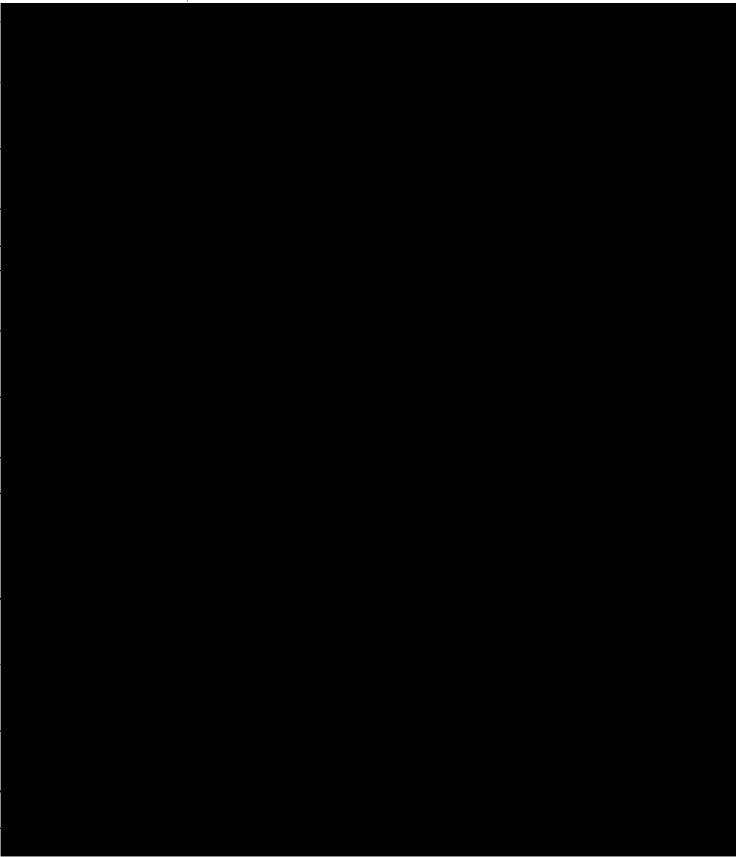
10. Miscellaneous

- 10.1 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.
- 10.2 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.

SIGNED as a DEED

By THE OWNER/S in the presence of		signature
Name		
Address		
Occupation		signature
By THE OWNER/S in the presence of		signature
Name		
Address		
Occupation		signature

SIGNED as a DEED

By THE MORTGAGEE in the presence of		signature
Name		
Address		
Occupation		signature

DATED. 1st November 1974

MRS. E. BENNETT

-to-

MR. & MRS. D.K. HORSMAN

DEED OF GIFT

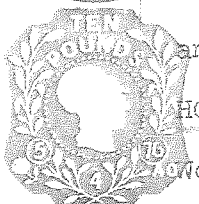
-of-

Part 363 at Woodgate Farm
Woodgate Near Chichester
in the County of West Sussex

Wannop & Falconer,
12 North Pallant,
Chichester, Sussex.
JMK/HRB

PRESENTED

4 DEC 1974
80535



HIS DEED OF GIFT is made the *first*
day of *November* One thousand nine hundred and seventy
four B E T W E E N ELIZABETH BENNETT of Woodgate Farm
Woodgate Near Chichester in the County of West Sussex
Widow (hereinafter called "the Grantor") of the one part
and DEREK KEITH HORSMAN and STEPHANIE RUBY FRANCES
HORSMAN his Wife the Daughter of the Grantor both of
Woodgate Farm Woodgate aforesaid (hereinafter called
"the Donees") of the other part

W H E R E A S :

- (1) The Grantor is the estate owner in respect of the
fee simple absolute in possession of the property
hereinafter described free from incumbrances
- (2) The Grantor is desirous of conveying the said
property to the Donees by way of gift

N O W THIS DEED W I T N E S S E T H as follows:

1. IN consideration of her natural love and affection
for the Donees the Grantor hereby conveys unto the Donees
ALL THAT the freehold property described in the First
Schedule hereto TO HOLD the same unto the Donees in fee
simple as joint tenants

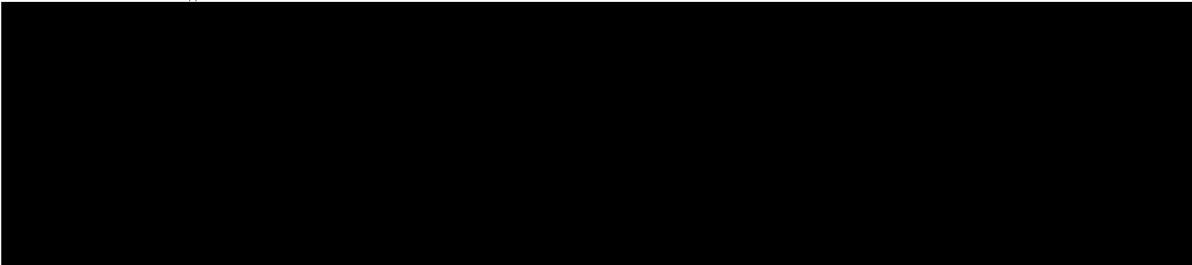
2. IT IS HEREBY CERTIFIED that the transaction hereby
effected does not form part of a larger transaction or of
a series of transactions

IN WITNESS whereof the Grantor and the Donees have
hereunto set their hands and seals the day and year first
above written

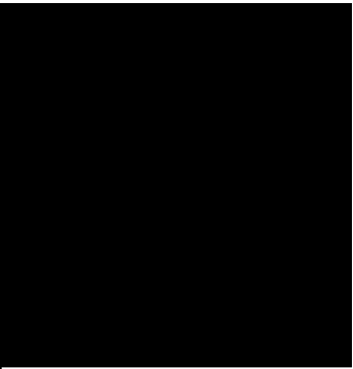
THE FIRST SCHEDULE above referred to

ALL THAT piece or parcel of land known as Woodgate Farm
Woodgate in the Parish of Aldingbourne in the County of
West Sussex being parcels Part 363 on the O.S. map as the
same are more particularly delineated but for the purpose
of identification only on the plan annexed hereto and
thereon edged red

SIGNED SEALED AND DELIVERED by the said)
ELIZABETH BENNETT in the presence of:-)



SIGNED SEALED AND DELIVERED by the said)
DEREK KEITH HORSMAN and STEPHANIE RUBY)
FRANCES HORSMAN in the presence of:-)



DATED

21st January

1992

DEREK KEITH HORSMAN (1)

STEPHANIE RUBY FRANCES HORSMAN (2)

DEED OF GIFT

Relating to Woodgate Farm Woodgate
Aldingbourne West Sussex

WANNOP & FALCONER
South Pallant House
8 South Pallant
CHICHESTER
PO19 1TH

GW/jf

THIS DEED OF GIFT made the *twentyfirst* day of *January* 1992
B E T W E E N (1) DEREK KEITH HORSMAN of Woodgate Farm
Aldingbourne Chichester West Sussex ("the Donor") and (2)
STEPHANIE RUBY FRANCES HORSMAN of Woodgate Farm aforesaid ("the
Recipient")

W I T N E S S E S as follows :-

1. RECITALS

- 1.1 By a Deed of Gift ("the Deed of Gift") made the 1st day of November 1974 and made between (1) Elizabeth Bennett and (2) the Donor and the Recipient the property described in the Schedule ("the Property") was conveyed to the Donor and the Recipient for an estate in fee simple in possession free from incumbrances upon trust for sale and to hold the net income until sale in trust for themselves as beneficial joint tenants
- 1.2 The Donor wishes to give his beneficial equitable share in the Property to the Recipient

2. ASSIGNMENT

The Donor assigns his beneficial equitable share in the Property to the Recipient in fee simple

3. CONVEYANCE

The Donor and the Recipient convey the Property to the Recipient to hold to the Recipient in fee simple

4. COVENANTS FOR TITLE

The same covenants by the Donor are implied in this deed as are implied by the Law of Property Act 1925 Section 76(1) in a Conveyance for valuable consideration by a person who conveys and is expressed to convey as beneficial owner

5. STAMP DUTY CERTIFICATE

The Donor certifies that this deed falls within category L in

the Schedule to the Stamp Duty (Exempt Instruments) Regulations
1987

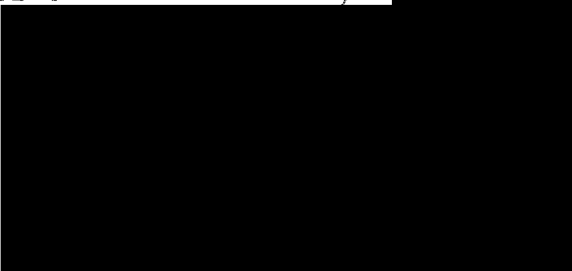
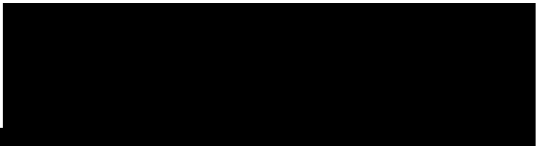
IN WITNESS whereof the parties hereto have hereunto set their
hands the day and year first before written

THE SCHEDULE

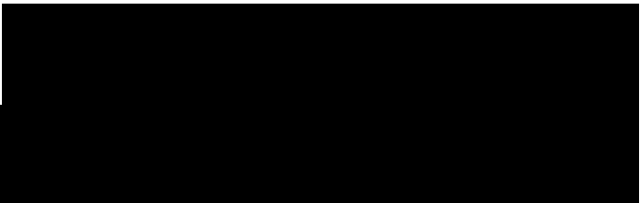
Description of the Property

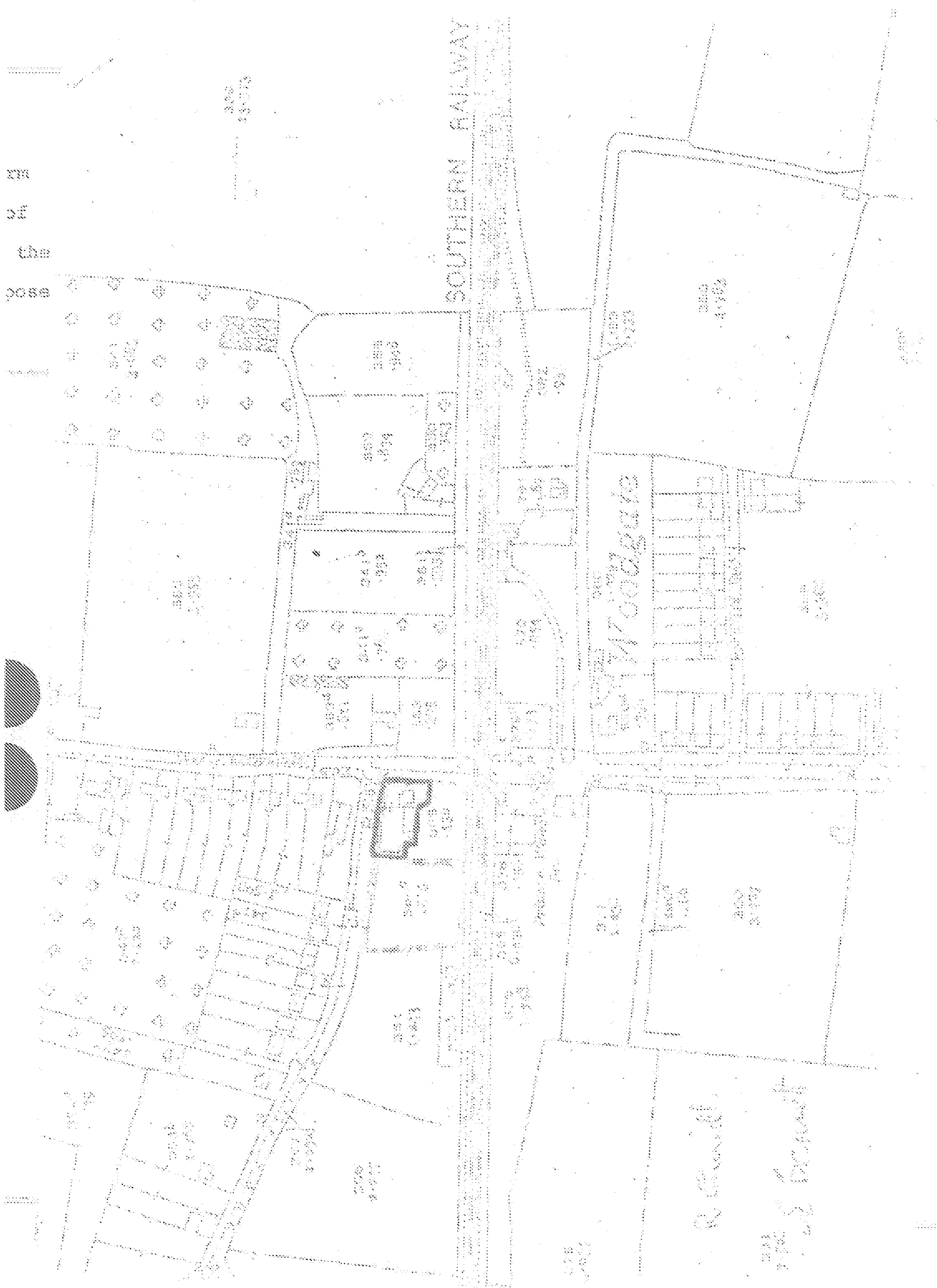
ALL THAT piece or parcel of land known as Woodgate Farm
Woodgate Aldingbourne West Sussex being parcels part 363 on
the OS Map as the same is more particularly delineated but for
the purpose of identification only shown on the plan drawn on
the Deed of Gift and thereon edged red

SIGNED AS A DEED by the said)
DEREK KEITH HORSMAN in the)
presence of :-)



SIGNED AS A DEED by the said)
STEPHANIE RUBY FRANCES)
HORSMAN in the presence of:-)





Mr & Mrs Horsman
Woodgate Farm
Woodgate
Chichester
West Sussex
PO20 3SS

Planning Services Department
Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex
BN17 5LF



3rd November 2014

Dear Mr Jones,

**RE: Land at Woodgate Farm, outline planning application AL/75/14/OUT
SS106 and 106A Town and Country Planning Act 1990**

Further to your letter dated 23rd October, I can confirm that we are investigating the points raised. We are seeking the title deeds to our property and will forward this to you as soon as we have received them.

I note that you have requested this information with 21 days and we will of course endeavour to meet this timescale, but this may be subject to how long it takes to recover our title deeds from our Solicitors.

I have enclosed a plan that hopefully addresses point 2 in your letter and have edged this in a thick black line in accordance with clause 2.6 of the unilateral undertaking agreement form.

To avoid confusion, and in line with the outline planning application, I have also enclosed another plan which identifies the proposed development area (in red) and the proposed area that will remain as Woodgate Farm (in blue).

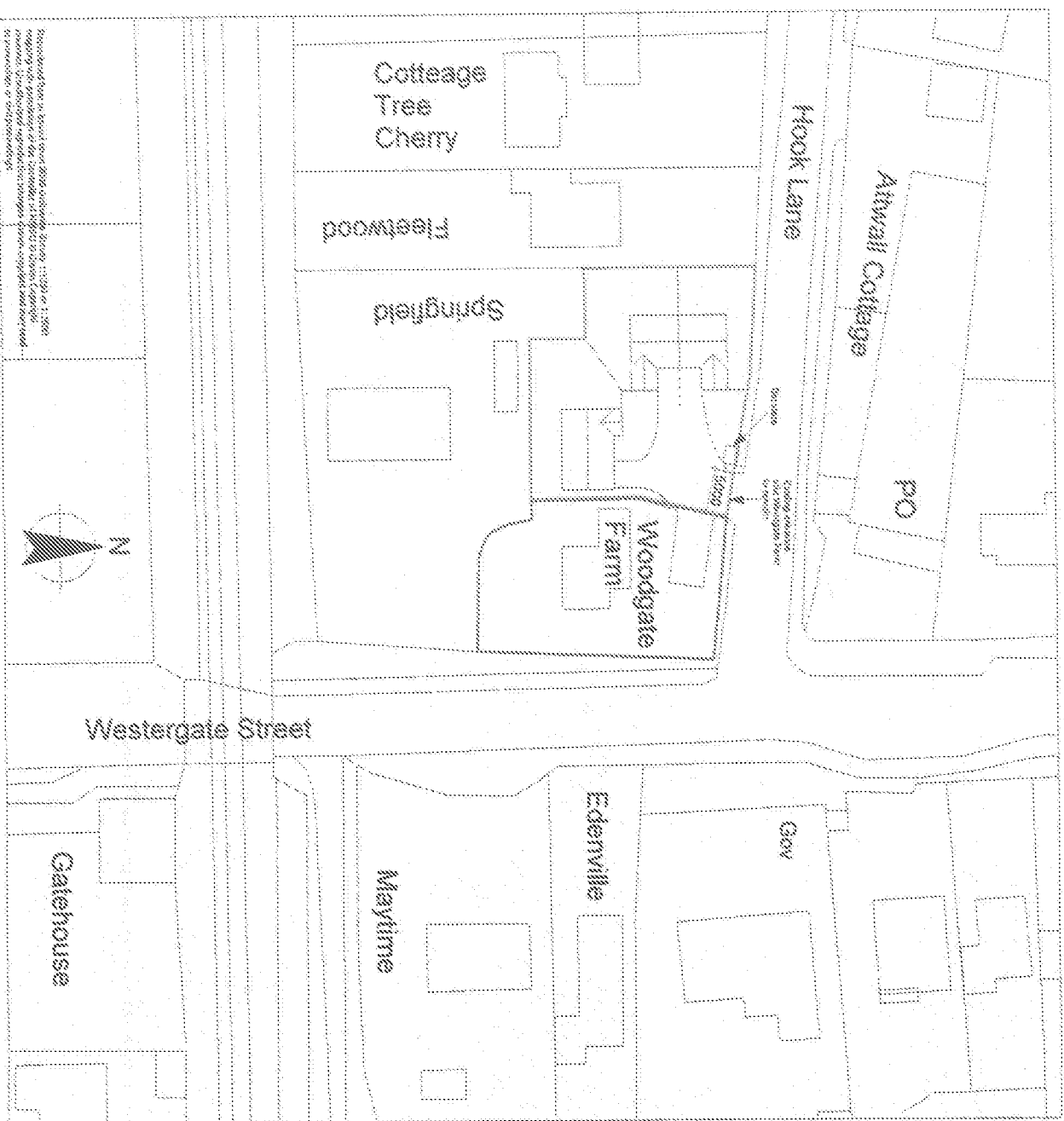
I will forward a copy of our title deeds in due course, which will also state our sole ownership of Woodgate Farm confirming there is no mortgage.

Please do not hesitate to contact me should you require any further information.

Yours sincerely,

Mr & Mrs D Horsman

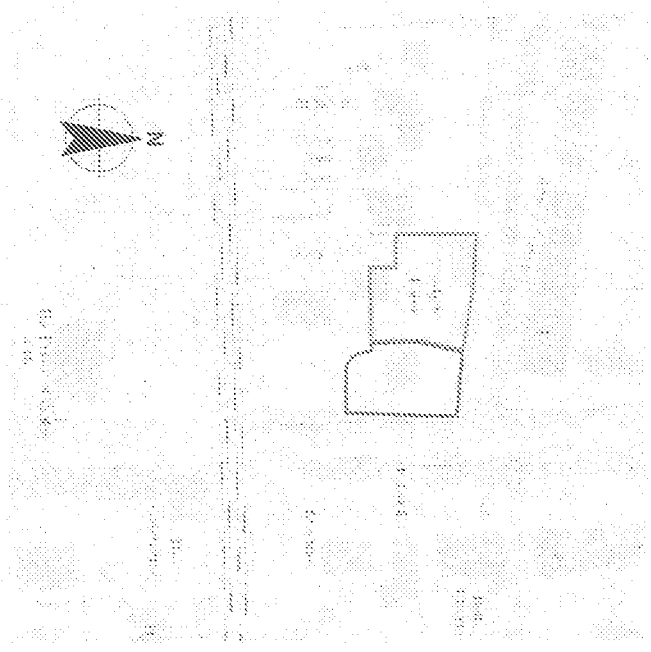
Enc.



Site Layout Plan (Extract from Ordinance Survey)

Scale 1:500

Outlined in blue shows the proposed boundary of Woodgate Farm.
Outlined in red shows the boundary of the proposed new residential development.
Both the blue and red boundaries contained in this the current site called Woodgate Farm.
Site layout and units shown for illustrative purposes only.

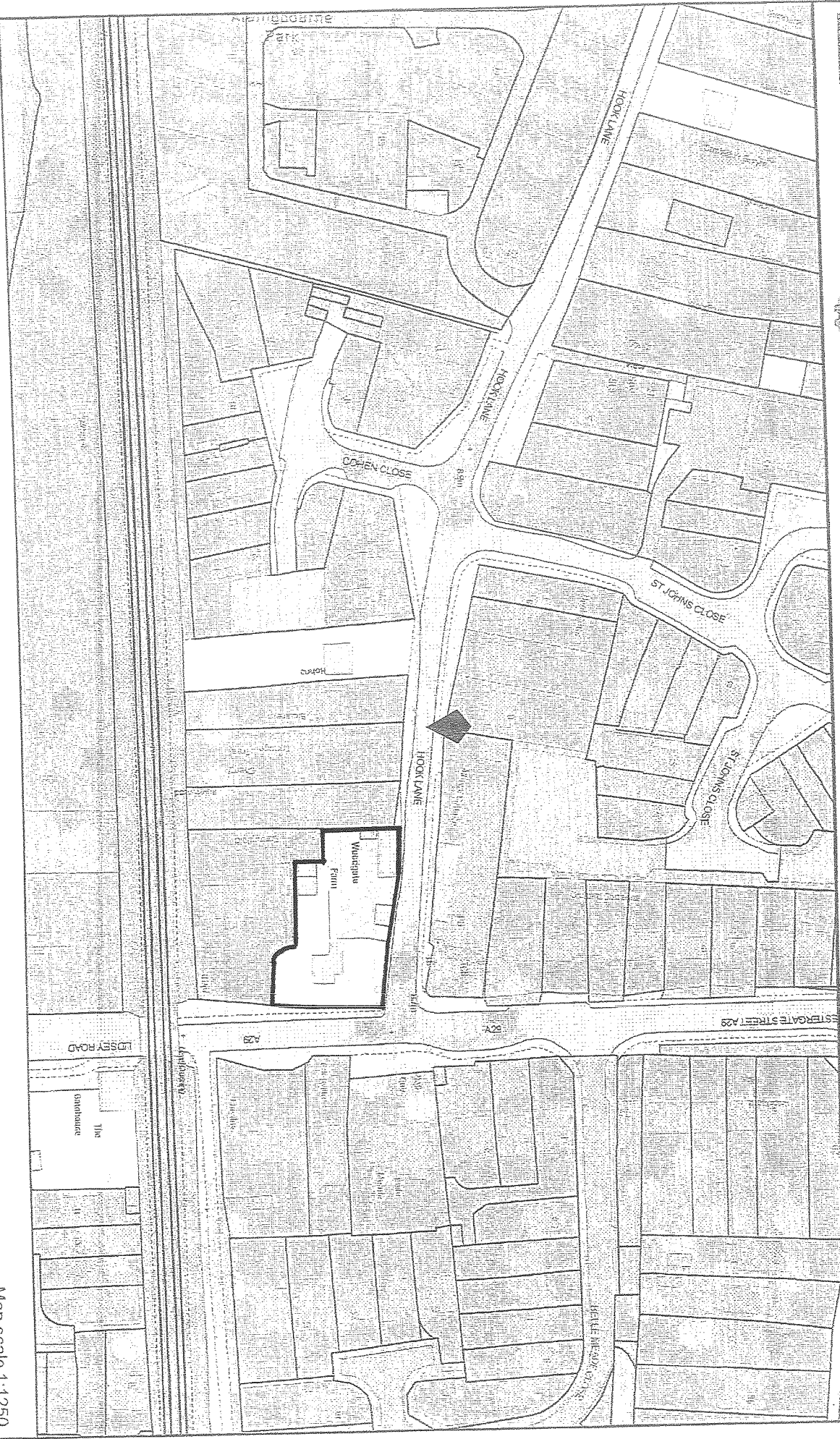


Location Plan (Extract from Ordinance Survey)

Scale 1:1250

Outline planning application for residential development to the west of the existing house at Woodgate Farm to consist of one detached 2 bed bungalow and two 3 bed semi-detached houses.

To draw and details to be provided on the plan to any application for a development		To draw and details to be provided on the plan to any application for a development		To draw and details to be provided on the plan to any application for a development	
Proposed	Existing	Proposed	Existing	Proposed	Existing
☐ Planning	☐ Planning	☐ Construction	☐ Construction	☐ Use of the site	☐ Use of the site
☐ Planning	☐ Planning	☐ Construction	☐ Construction	☐ Use of the site	☐ Use of the site
☐ Planning	☐ Planning	☐ Construction	☐ Construction	☐ Use of the site	☐ Use of the site
☐ Planning	☐ Planning	☐ Construction	☐ Construction	☐ Use of the site	☐ Use of the site



0 5 10 15 20 25 30 35 40 50m

© Crown copyright and database rights 2014 Ordnance Survey 100026316
This map is for reference purposes only. You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form.
Data last updated 10:00pm 21 OCTOBER, 2014

Map scale 1:1250

01243 542087

Woodgate Farm
Westergate Street
Woodgate
Chichester
PO20 3SS

Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
BN17 5LF
For the attention of Delwyn Jones

11th November 2014

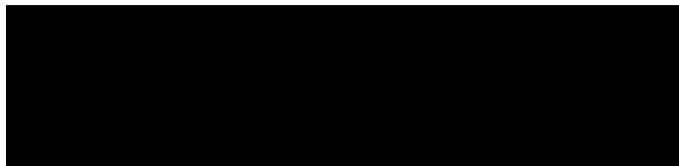
Dear Sir

Re: Land at Woodgate Farm
SS106 & 106A Town and Country Planning Act 1990

Further to your letter dated 23rd October 2014, I have obtained copies (which I have attached) of Deeds of Gifts for Woodgate Farm.

I trust these documents will answer your queries, but if not please contact me on the above number

Yours faithfully

A large black rectangular box redacting the signature of Mrs S Horsman.

Mrs S Horsman

