

AW/213/14/PL
Recd L.S. 14/10/14

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

Dated 3rd October 2014

[1] The Owner: Mr Robert Tomlinson

[2] The Mortgagee: USB Home Loans

UNILATERAL UNDERTAKING

Under Section 106 of the Town and Country Planning Act 1990 concerning land at Land east of
4 Peterhouse Close, Westmeads, Bognor Regis, West Sussex, PO21 5RZ

Planning Application Ref: AW/213/14/PL
Contributions for Affordable Housing of £6123.00
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 Robert Tomlinson

Of The Haven, 61 West Front Road, Pagham, Bognor Regis, West Sussex, PO21 4TA

("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 :-

USB Home Loans

("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 £6123.00 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 East of 4 Peterhouse Close, Westmeads, Bognor Regis, West Sussex, PO21 5RZ 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

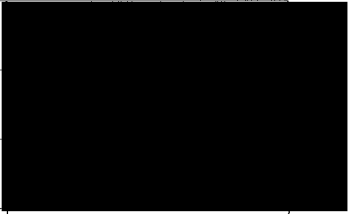
9. Mortgage Consent Clause

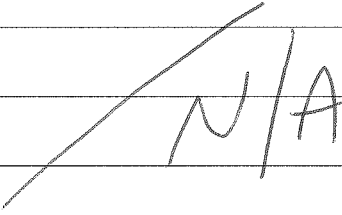
The mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent to the intent that the planning obligations shall be binding over the Land and that the security of the mortgage over the Land shall take effect subject to this Deed PROVIDED THAT the Mortgagee shall only be liable for any breach whilst mortgagee is in possession and shall not be liable itself for any pre- existing breach.

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.

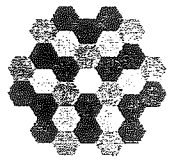
SIGNED as a DEED

By THE OWNER/S in the presence of	Mr Robert Tomlinson	
Name	Mr Gary Wilberforce	
Address	Bumble Cottage, 18 Humber Rd, Purham, Bognor Regis, West Sussex	
Occupation	R214TG - Contract Maintenance Manager	

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

SIGNED as a DEED

By THE MORTGAGEE in the presence of	USB Home Loans		signature
Name	Angela Glenn		
Address	NATIONWIDE BUILDING SOCIETY MOLTON PARK NORTHAMPTON		
Occupation	NND 812V Telephone No. 04457 302010		signature



Official copy of register of title

Title number SX56066

Edition date 09.11.2007

- This official copy shows the entries in the register of title on 9 November 2007 at 15:16:45.
- 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 9 November 2007.
- 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 Portsmouth Office.

A: Property register

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

WEST SUSSEX : ARUN

- 1 The Freehold land shown edged with red on the plan of the above title filed at the Registry and being 4 Peterhouse Close, Bognor Regis (PO21 5RZ).
- 2 The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 18 June 1963 referred to in the Charges Register.
- 3 The Transfer dated 18 June 1963 referred to above contains a provision as to light or air.

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 (09.11.2007) PROPRIETOR: ROBERT TOMLINSON of The Haven, 61 West Front Road, Bognor Regis, West Sussex PO21 4TA.
- 2 (09.11.2007) The price stated to have been paid on 17 October 2007 was £277,950.
- 3 (09.11.2007) 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 17 October 2007 in favour of UCB Home Loans Corporation Limited referred to in the Charges Register.

C: Charges register

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

- 1 The land is subject to rights of drainage through any existing watercourses therein.
- 2 A Transfer of the land in this title dated 18 June 1963 made between (1) Collingsgate Properties Limited and (2) George Augustus Midwinter and Violet Lilian Midwinter contains restrictive covenants.

NOTE: Copy filed.

- 3 (09.11.2007) REGISTERED CHARGE dated 17 October 2007.
- 4 (09.11.2007) Proprietor: UCB HOME LOANS CORPORATION LIMITED (Co. Regn. No. 1063539) of 36 Sutton Court Road, Sutton, Surrey SM1 4TE.

End of register

H. M. LAND REGISTRY

NATIONAL GRID PLAN

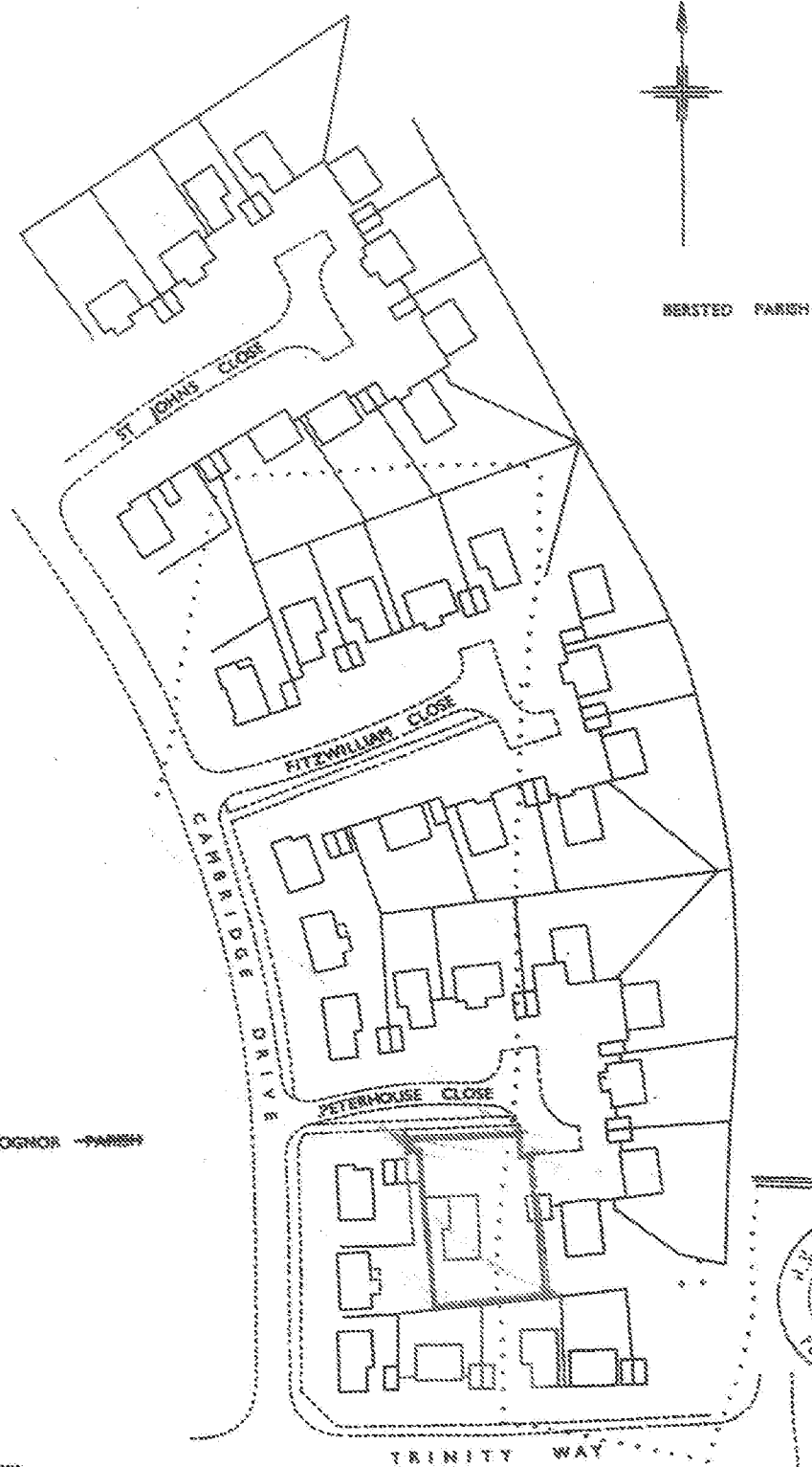
SZ 9199

SECTION C

~~(SUSSEX)~~

Scale 1/1250

COUNTY OF WEST SUSSEX
ARUN DISTRICT



Made and printed by the Director
General of the Ordnance Survey,
Chertington, Surrey, 1982 for H.M.L.R.
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Filed Plan of Title No. **SX 56066**

