

MEMO

*PAO JANICE
CHAPMAN
PLANNING*

FROM:

Delwyn Jones
Planning Solicitor
Ext: 37737
Ref: AW/269/11
Dated : 1 December 2011

TO: Deeds Store Clerk

For circulation to :-

Hazel Aldington
Service Delivery and Monitoring Officer

FOR CIRCULATION TO :-

Planning Case Officer
Local Land Charges Officer
Planning Admin 7
Accountancy
Affordable Housing

SITE NAME: 259A Aldwick Road Bognor Regis

PARTY NAME: Herongate Homes

PLANNING OBLIGATION COMPLETION

The above is now completed.

DEEDS STORE CLERK:

The original planning obligation is attached.

Please place the original planning Obligation attached in the Deeds Store. .

Before you do so please make one copy and attach to this memo and forward it to the Service Delivery and Monitoring Officer . The SD&MO will then copy the deed scan into the Ocella records and circulate it to the other addressees of this memo.

SERVICE DELIVERY & MONITORING OFFICER

Please on receipt of this memo and enclosure scan it and make hard copies of it and then circulate to all the above addressees and update Ocella.

PLANNING OFFICER:

Please issue planning permission. A copy of the planning obligation is on the file.

LOCAL LAND CHARGES OFFICER:

Please register this planning obligation as a Local Land Charge. A copy of it is attached.

ALL OF YOU

A summary of the provisions of the obligation is:

Obligation	Time Limit
ADC	
Affordable housing Sum £9128 .00	On start of development

PLANNING ADMIN:

A copy is enclosed for your files. Please enter this on the Planning Register as a PE format.

The legal fees received for the preparation of this agreement were £200.00

Delwyn Jones
Planning Solicitor

Delwyn Jones

From: [REDACTED]
Sent: 28 November 2011 12:27
To: Delwyn Jones
Cc: Bob.Hull@cluttons.com

Subject: Proposed dwelling land rear of 259A Aldwick Road, Bognor Regis- Ref AW/269/11

Dear Mr Jones

Just to confirm that a completed planning obligation has been put in the post to you today.

Alan Wells BSc Dip TP MRTPI
Planning Consultant

Cluttons LLP
14 West Pallant
Chichester
West Sussex
PO19 1TB

[REDACTED]
www.cluttons.com

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* VPC Asia Pacific in association with Cluttons

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28/11/2011

Delwyn Jones

From: [REDACTED]
Sent: 18 November 2011 16:24
To: Delwyn Jones
Cc: [REDACTED]
Subject: Re: FW: Planning Obligation - 259A Aldwick Road

Mr Jones,

Many thanks and I've made the changes.

I assume that I only need the director of Herongate to sign the deed in the presence of a witness.

Bob Hull Dip TP MRTPI
Partner
Planning and Regeneration

Cluttons LLP,
14 West Pallant,
Chichester,
West Sussex,
PO19 1TB

Direct dial : 01243 534096
Fax : 01243 531266
Mobile : 07813 807697

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Delwyn Jones

From: Delwyn Jones
Sent: 18 November 2011 16:09
To: [REDACTED]
Cc: Janice Chapman
Subject: FW: Planning Obligation - 259A Aldwick Road
Attachments: Unilateral Undertaking V2 111111.doc

Mr Hull ,

Thanks for yours dated 11 November 2011.

Please can you add these additional changes :-

cl 6.1 -please add "1 X50=£150"

Schedule 1 para 2 please add " within the whole of the Arun District and delete the reference to the Parish.

Otherwise the Deed is approved and I await completion.

Delwyn Jones | Planning Solicitor, Legal Services, Arun District Council | Location: First Floor, Arun Civic Centre,
Maltravers Road, Littlehampton, BN17 5LF

Internal: 37737 | External: +44 (0) 1903 737737 | E-mail: Delwyn.Jones@arun.gov.uk

Visit Arun's web site at www.arun.gov.uk



Save the environment - think before you print.

From: [REDACTED]
Sent: 11 November 2011 15:01
To: Delwyn Jones
Cc: [REDACTED]
Subject: Planning Obligation - 259A Aldwick Road

Dear Mr Jones,

Mr colleague is away until next week and I have attached a revised draft document amended as per your request of 9th November.

Please confirm that this is now satisfactory. I am seeing my client on Tuesday and will clarify the ownership with him and arrange for you to receive the title documents.

Bob Hull Dip TP MRTPI
Partner
Planning and Regeneration

Cluttons LLP,
14 West Pallant,
Chichester,
West Sussex,
PO19 1TB

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Cc: Janice Chapman
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cl 6.1 -please add "1 X50=£150"

Schedule 1 para 2 please add " within the whole of the Arun District and delete the reference to the Parish.

Otherwise the Deed is approved and I await completion.

Delwyn Jones | Planning Solicitor, Legal Services, Arun District Council | Location: First Floor, Arun Civic Centre,
 Maltravers Road, Littlehampton, BN17 5LF

Internal: 37737 | External: +44 (0) 1903 737737 | E-mail: Delwyn.Jones@arun.gov.uk

Visit Arun's web site at www.arun.gov.uk



Save the environment - think before you print.

From: [REDACTED]
Sent: 11 November 2011 15:01
To: Delwyn Jones
Cc: [REDACTED], Janice Chapman
Subject: Planning Obligation - 259A Aldwick Road

Dear Mr Jones,

Mr colleague is away until next week and I have attached a revised draft document amended as per your request of 9th November.

Please confirm that this is now satisfactory. I am seeing my client on Tuesday and will clarify the ownership with him and arrange for you to receive the title documents.

Bob Hull Dip TP MRTPI
Partner
Planning and Regeneration

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PO19 1TB

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This email has been scanned by the MessageLabs Email Security System.



THE OWEN KENNY PARTNERSHIP
DX30318
CHICHESTER

DX

Date
7 September 2011

Your ref
MEH.HERONGATE/ H.2748.27

Our ref
RCS/WSX344851

Completion of registration

Title number	WSX344851
Property	Land lying to the south of 259a Aldwick Road, Bognor Regis (PO21 3QU)
Registered proprietor	Herongate Homes Limited

Your application lodged on 17 August 2011 has been completed. An official copy of the register is enclosed together with an official copy of the title plan.

There are no other documents to send to you.

You do not need to reply unless you think a mistake has been made. If there is a problem or you require this correspondence in an alternative format, please let us know.

The Title information document is enclosed for you to keep or issue to your client as appropriate.

Important information about the address for service

If we need to write to an owner, chargee or other party who has an interest noted on the register, we will write to them at the address shown on the register. We will also use this address if we need to issue any formal notice to an owner or other party as a result of an application being made. Notices are often sent as a measure to safeguard against fraud. It is important that this address is correct and up to date. If it is not you may not receive our letter or notice and could suffer a loss as a result.

You can have up to three addresses for service noted on the register. At least one of these must be a postal address, whether or not in the United Kingdom; the other two may be a DX address, a UK or overseas postal address or an email address.

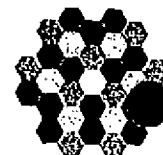
Please let us know at once of any changes to an address for service.

Land Registry
Plymouth Office
Seaton Court
2 William Prance Road
Plymouth PL6 5WS

DX 8299 Plymouth 4

Tel 0300 006 6000
Fax 0300 006 6123
plymouth.office
@landregistry.gsi.gov.uk

www.landregistry.gov.uk



Title information document

This document has been issued following a change to the register. It has been supplied for information only. It should not be sent to Land Registry in connection with any subsequent application.

Attached is an official copy of the register and of the title plan showing the entries subsisting following the recent completion of the application to change the register.

Please note: The attached official copy shows the state of the individual register of title as at the date and time stated on it.

If in future you wish to apply for an official copy of the register or the title plan, please apply using form OC1 (available from our website, any Land Registry local office and law stationers). A fee is payable for each copy issued.

If you have any queries, or you require this correspondence in an alternative format, please contact us at the address shown, quoting the title number shown on the top of the official copy.

Land Registry
Plymouth Office
Seaton Court
2 William Prance Road
Plymouth PL6 5WS

DX 8299 Plymouth 4

Tel 0300 006 6000
Fax 0300 006 6123
plymouth.office
@landregistry.gsi.gov.uk

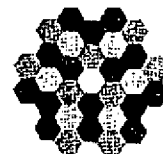
www.landregistry.gov.uk

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If we need to write to an owner, chargee or other party who has an interest noted on the register, we will write to them at the address shown on the register. We will also use this address if we need to issue any formal notice to an owner or other party as a result of an application being made. Notices are often sent as a measure to safeguard against fraud. It is important that this address is correct and up to date. If it is not you may not receive our letter or notice and could suffer a loss as a result.

You can have up to three addresses for service noted on the register. At least one of these must be a postal address, whether or not in the United Kingdom; the other two may be a DX address, a UK or overseas postal address or an email address.

Please let us know at once of any changes to an address for



Official copy of register of title

Title number WSX344851 Edition date 08.09.2011

- This official copy shows the entries in the register of title on 8 September 2011 at 09:56:54.
- 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 8 September 2011.
- 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 (30.11.1964) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land lying to the south of 259a Aldwick Road, Bognor Regis (PO21 3QU).
- 2 The land tinted pink on the filed plan has the benefit of the rights granted by but is subject to the rights reserved by a Transfer of the land in this title and other land dated 24 September 1991 made between (1) Brett James Powis and (2) Mark Stephen Powis and Jacklyn Patricia Powis.

NOTE 1: The rights granted over the adjoining land are included in this title only so far as they are over the adjoining land edged blue falling outside this title

NOTE 2: Copy filed under WSX166602.

- 3 (09.04.2002) The land tinted blue on the filed plan has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 15 February 2002 made between (1) Brett James Powis and (2) Mark Stephen Powis and Jacqueline Patricia Powis which are identical to those granted and reserved by the Transfer dated 24 September 1991 referred to above.
- 4 (07.01.2011) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of land adjoining the northern boundary of the land in this title dated 5 January 2011 made between (1) Mark Stephen Powis and Jacqueline Patricia Powis and (2) John Albert Wood and others.

NOTE: Copy filed under WSX340479.

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 (17.08.2011) PROPRIETOR: HERONGATE HOMES LIMITED (Co. Regn. No. 06857495) of Brook House, Pound Road, West Wittering, Chichester, West Sussex PO20 8AJ.
- 2 (17.08.2011) The price stated to have been paid on 5 January 2011 was £40.00.
- 3 (08.09.2011) A Transfer dated 5 January 2011 made between (1) Mark Stephen Powis and Jacqueline Patricia Powis and (2) Herongate Homes Limited contains purchaser's personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

Schedule of personal covenants

- 1 (08.09.2011) The following are details of the personal covenants contained in the Tranfer dated 5 January 2011 referred to in the Proprietorship Register:-

"The Transferee shall within seven days of the date hereof erect a fence in the position shown A-B on the attached plan of a height of 6 feet plus on the top thereof a trellis of a height of 2 feet and the Transferee shall forever maintain the said fence in a proper state of repair"

NOTE: The date referred to is 5 January 2011 and the points A-B referred to is the northern boundary of the land in this title.

C: Charges register

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

- 1 A Conveyance of the land in this title and other land dated 6 October 1924 made between (1) Edward Stanford Harrison (Vendor) and (2) Anne Frances Thorp (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

By a Deed dated 29 September 1964 made between (1) Anthony Ashwin Harrison and Ernest Mac West and (2) Edwin William Thorp (Releasee) the said covenants were expressed to be released in respect of the restrictions numbered 1, 2, 3, 5, 6 and 7 in the First Schedule and also the restriction numbered 4 in the said First Schedule except in so far as the said restriction numbered 4 related to value of buildings or any buildings.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 6 October 1924 referred to in the Charges Register:-

"AND the Purchaser hereby covenants with the Vendor his heirs and assigns with the intent to bind all persons in whom the said land shall for the time being be vested but so as not to be personally liable after she shall have parted with the same that she the Purchaser and all persons deriving title under her will at all times hereafter observe and perform the stipulations and restrictions set out in the First Schedule hereto.

Schedule of restrictive covenants continued

THE FIRST SCHEDULE above referred to

1. Fences. The Purchaser shall forthwith make and afterwards maintain a good substantial boundary wall or boarded fences or approved wire fences on the land purchased by her next the road on which the same fronts and at the side and back thereof marked T on the plan within the boundary as shewn. The front boundary fence and the return fence back to the building line shall not be higher than 4 feet and the other fences shall not be less than 4 feet or more than 6 feet in height. All such fences shall be of such materials and design as the Vendor or his Architect may approve.
2. Building Line. The building line from the road boundary shall be thirty five feet from the centre of the boundary hedge and no building shall be erected nearer the division fences than Eight feet. Nothing is to be erected between the building line and the road but fences bay windows or architectural dressings.
3. Buildings. The Purchaser shall submit plans and elevations of all buildings additions etc proposed to be erected on the lot purchased by her to the Vendor's Architect and his approval must be obtained in writing before such building is commenced. A fee of One guinea shall be payable by the Purchaser to the Architect for this consent.
4. Value of Buildings. No houses shall be built except detached or semi detached houses built at a cost of £700 at least for each detached house and £1200 at least for each pair of semi detached houses. For the purpose of this clause the cost of every house shall be taken to be the net first cost thereof in labour and materials alone (exclusive of ornamental fittings) no house or houses shall be erected on smaller frontage than set out on plan.
5. Prohibited Buildings and Trades. No house or building shall be erected on any of the land that shall at any time be used for any shop or any trade or manufacture or any business whatsoever which may become noxious or injurious to the adjoining property but this shall in no way prevent the houses being let for apartments or as furnished houses. No temporary building structure caravan whether on wheels or otherwise of any kind is to be erected or placed upon any lot with the exceptions of sheds or workshops used only for the purpose incidental to the erection of any house or houses on such lot. No bricks earth or clay shall be made or burnt on any lot nor shall any sale of any materials be held thereon. No refuse shall be deposited upon any of the lots nor shall any gravel or minerals be excavated for below the level of the footings of the buildings. No lot or portion thereof is to be made into a road or used as such except with the permission of the Vendor or his Architect. In the event of the breach of this stipulation by the Purchaser she shall forthwith pay to the Vendor One hundred Pounds not as penalty but as liquidated damages.
6. Stumping Lots. The Lots being once stumped out by the Vendor the Purchaser shall maintain the boundary marks and be answerable for their correctness.
7. The Vendor reserves the right at any time to alter add to or vary the plan of these stipulations except Clause 4 as regards value of building."

NOTE: No T marks affect the land in this title.

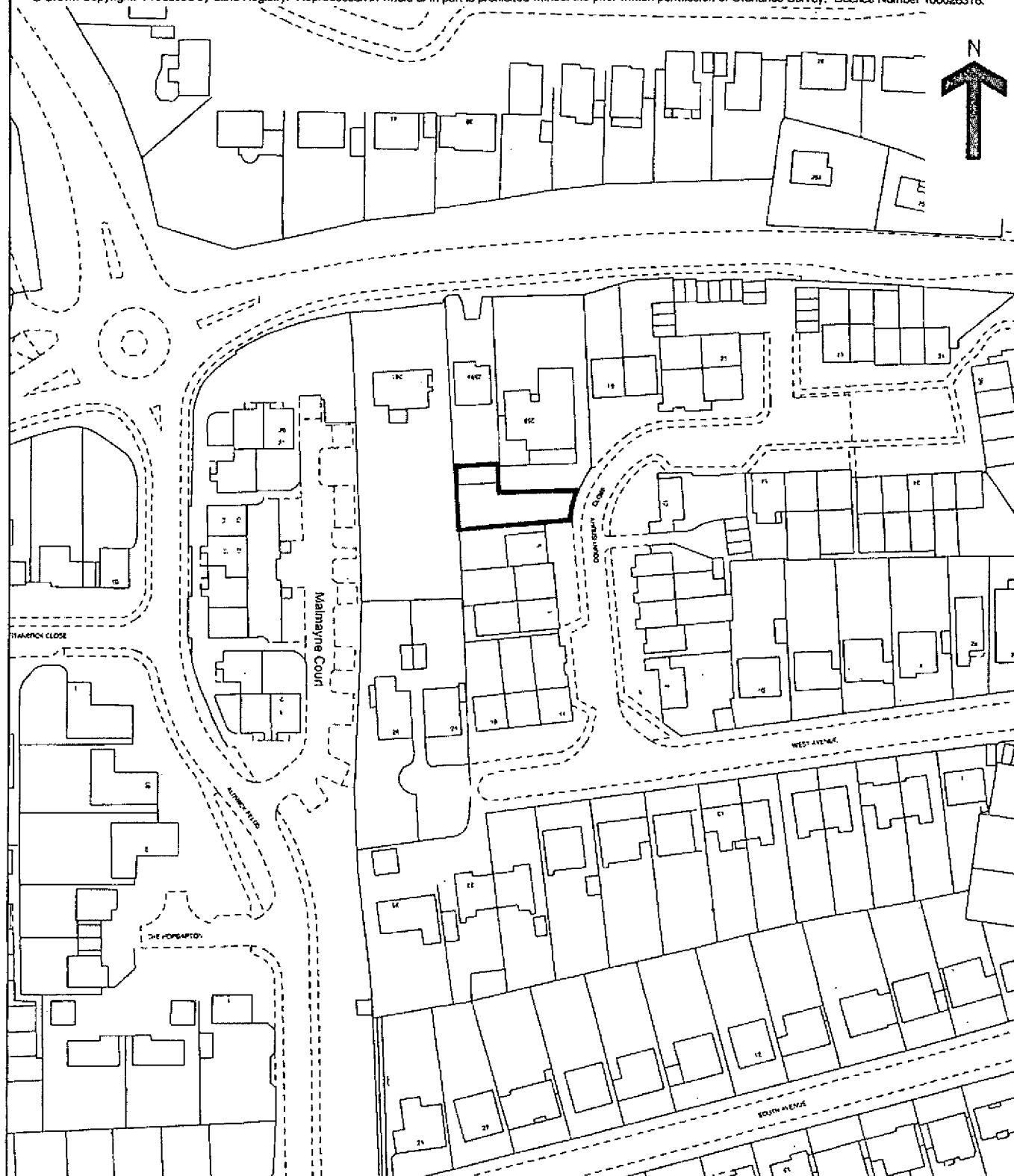
End of register

Land Registry Official copy of title plan

Title number **WSX344851**
Ordnance Survey map reference **SZ9199SE**
Scale **1:1250**
Administrative area **West Sussex: Arun**



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This official copy issued on 7 September 2011 shows the state of this title plan on 7 September 2011 at 12:24:41. 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 Land Registry, Durham Office.

Delwyn Jones

From: Delwyn Jones
Sent: 18 November 2011 16:10
To: [REDACTED]
Subject: RE: Proposal to erect dwelling, land to rear of 259A Aldwick Road, Aldwick Alan,

Thanks for the title sent with yours dated 14 November which is agreed. I await completion.

Delwyn Jones | Planning Solicitor, Legal Services, Arun District Council | Location: First Floor, Arun Civic Centre,
Maltravers Road, Littlehampton, BN17 5LF

Internal: 37737 | External: +44 (0) 1903 737737 | E-mail: Delwyn.Jones@arun.gov.uk

Visit Arun's web site at www.arun.gov.uk



Save the environment - think before you print.

From: [REDACTED]
Sent: 14 November 2011 13:42
To: Delwyn Jones
Subject: Proposal to erect dwelling, land to rear of 259A Aldwick Road, Aldwick

Dear Mr Jones

Please, as requested, find attached a copy of the Land Registry documents in respect of this site.

Let me know if I can help further.

Alan Wells BSc Dip TP MRTPI
Planning Consultant

Cluttons LLP
14 West Pallant
Chichester
West Sussex
PO19 1TB

[REDACTED]
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Mr A Wells BSc Dip TP MRTPI
Planning Consultant
Cluttons LLP
14 West Pallant
CHICHESTER
West Sussex PO19 1TB

Your Ref:

Our Ref: JAC/SW

Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex, BN17 5LF
Tel: (01903) 737500
Fax: (01903) 716019
DX: 57406 Littlehampton
Minicom: (01903) 732765
e-mail: planning@arun.gov.uk



4th November 2011

Please ask for:
Janice Chapman
Planning Services
Direct Line: (01903) 737657

Dear Mr Wells

PA Ref: AW/269/11

Proposal: Removal of existing detached garage & proposed single residential dwelling (resubmission of AW/110/11)

Address: Land to rear of 259A Aldwick Road, Bognor Regis

I refer to the above development for which planning permission is currently being considered by the Local Planning Authority. This letter is to notify you of the Council's affordable housing policy which was approved on the 18th August 2010 and officially came into force on that date. Details of the policy can be found on the Council's website: <http://arun.gov.uk/main.cfm?type=AFFORDABLEHOUSINGP>

The policy relates to all schemes which propose the net gain of one or more housing units for which affordable housing provision is a requirement. Where it is not practical for on-site provision of affordable housing (typically on schemes of tenor less units) the Council will seek financial contributions towards offsite provision by way of a commuted sum secured by a Section 106 legal agreement.

Your planning application was received by the Council after the 18th August 2010 and therefore qualifies for the provision of affordable housing. The commuted payment for a two bedroom dwelling in the Aldwick East Ward is £9,128. Please note that this sum **is not** payable until the commencement of development in the event planning permission is granted. In addition to the commuted sum a monitoring fee of £150 is payable but again this **is not** payable until the commencement of development.

Cont'd

Cont'd

At this stage the only requirement is the provision of a legal agreement which will enable the commuted sum and monitoring fee to be secured in the future. The legal agreement must be provided within the lifetime of the planning application otherwise permission will be refused on the basis that there is no mechanism in place to secure necessary financial contributions. The Council's legal section can be instructed to draft the legal agreement for which there is an administration fee of £450.00. This fee is payable upon instruction and cheques are to be made payable to Arun District Council. The Council's Planning Solicitor, Delwyn Jones, can be contacted directly on 01903 737737 for instruction. Once drafted Mr. Jones will send the legal agreement directly to the Applicant/s to sign and return to the Council.

I trust this information is of assistance to you and should you wish to discuss this matter further please contact me on the above number.

Yours sincerely

Janice Chapman
Planner (West Team)

c.c. Delwyn Jones (Council Solicitor)

Delwyn Jones

From: Delwyn Jones
Sent: 09 November 2011 15:41
To: Janice Chapman
Subject: FW: Removal of existing detached garage & proposed single residential dwelling(re-submission of AW/110/11), land to rear of 259A Aldwick Road, Bognor Regis

Janice,

The only letter I have says that the sum is £10,345. Its dated 9 June 2011. ✓

Please send me a revised letter with the sum as £9,128. ✓

Delwyn Jones | Planning Solicitor, Legal Services, Arun District Council | Location: First Floor, Arun Civic Centre, Maltravers Road, Littlehampton, BN17 5LF

Internal: 37737 | External: +44 (0) 1903 737737 | E-mail: Delwyn.Jones@arun.gov.uk

Visit Arun's web site at www.arun.gov.uk



Save the environment - think before you print.

From: Delwyn Jones
Sent: 09 November 2011 15:39
To: [REDACTED]
Cc: Janice Chapman
Subject: RE: Removal of existing detached garage & proposed single residential dwelling(re-submission of AW/110/11), land to rear of 259A Aldwick Road, Bognor Regis

PS

Please can you send me HMLR OCs to show who is the owner.
 Please explain who is the owner as the names of both "Thomass Elliott" and "Herongate " appear as owners.
 If one is owner and the other is applicant please use the clause in the second attachment marked VERIFICATION OF TITLE AND OBLIGATIONS.

Please also amend Schedule clause 2 to allow the sum to be used " to provide or help to provide affordable housing in the whole of the Arun District" which is the preference of our Housing Enabling staff.

Delwyn Jones | Planning Solicitor, Legal Services, Arun District Council | Location: First Floor, Arun Civic Centre, Maltravers Road, Littlehampton, BN17 5LF

Internal: 37737 | External: +44 (0) 1903 737737 | E-mail: Delwyn.Jones@arun.gov.uk

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Sent: 09 November 2011 15:24
To: [REDACTED]
Cc: Janice Chapman
Subject: RE: Removal of existing detached garage & proposed single residential dwelling(re-submission of AW/110/11), land to rear of 259A Aldwick Road, Bognor Regis

Dear Mr Wells,

I have been given the attached DRAFT Planning Obligation.

The contents are satisfactory ---but please can you add to it the clauses contained in the second attachment relating to :-

legal and monitoring costs --- Legal costs are £200 and Monitoring Costs are £100 this being a minor application plus £50 for the one obligation relating to affordable housing
index linking clause is required
interest on late payment
payment notices and commencement notices per Schedules attached to the second attachment

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I can add these clauses ,if you wish, but I cant do so in a scanned document.Please send me the draft in "Word" if you want make to do this.

If you wish to add these clauses yourself please revise the numbering.Please let me have a revised draft with these attachments.

Delwyn Jones | Planning Solicitor, Legal Services, Arun District Council | Location: First Floor, Arun Civic Centre, Maltravers Road, Littlehampton, BN17 5LF

Internal: 37737 | External: +44 (0) 1903 737737 | E-mail: Delwyn.Jones@arun.gov.uk

Visit Arun's web site at www.arun.gov.uk



Save the environment - think before you print.

From: Janice Chapman

Sent: 08 November 2011 13:53

To: Delwyn Jones

Subject: FW: Removal of existing detached garage & proposed single residential dwelling(re-submission of AW/110/11), land to rear of 259A Aldwick Road,Bognor Regis

Delwyn,

For your attention.

Regards

Janice

From: Carolyn Nysingh **On Behalf Of** Planning

Sent: 08 November 2011 12:33

To: Janice Chapman

Subject: FW: Removal of existing detached garage & proposed single residential dwelling(re-submission of AW/110/11), land to rear of 259A Aldwick Road,Bognor Regis

From: [REDACTED]

Sent: 08 November 2011 11:27

To: Planning

Cc: T [REDACTED]

Subject: Removal of existing detached garage & proposed single residential dwelling(re-submission of

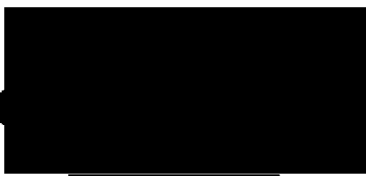
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Please let me know if I can clarify anything for you.

Alan Wells BSc Dip TP MRTPI
Planning Consultant

Cluttons LLP
14 West Pallant
Chichester
West Sussex
PO19 1TB



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* VPC Asia Pacific in association with Cluttons

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Delwyn Jones

From: Delwyn Jones
Sent: 09 November 2011 15:24
To: [REDACTED]
Cc: Janice Chapman
Subject: RE: Removal of existing detached garage & proposed single residential dwelling(re-submission of AW/110/11), land to rear of 259A Aldwick Road, Bognor Regis
Attachments: PO259A Aldwick Rd.pdf; PO 259 Aldwick Rd additional clauses.doc

Dear Mr Wells,

I have been given the attached DRAFT Planning Obligation.

The contents are satisfactory ---but please can you add to it the clauses contained in the second attachment relating to :-

legal and monitoring costs ---- Legal costs are £200 and Monitoring Costs are £100 this being a minor application plus £50 for the one obligation relating to affordable housing
 index linking clause is required
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I suggest that this could be added to the existing Schedule after para 2.

I can add these clauses if you wish, but I cant do so in a scanned document. Please send me the draft in "Word" if you want make to do this.

If you wish to add these clauses yourself please revise the numbering. Please let me have a revised draft with these attachments.

Delwyn Jones | Planning Solicitor, Legal Services, Arun District Council | Location: First Floor, Arun Civic Centre,
 Maltravers Road, Littlehampton, BN17 5LF
 Internal: 37737 | External: +44 (0) 1903 737737 | E-mail: Delwyn.Jones@arun.gov.uk

Visit Arun's web site at www.arun.gov.uk



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From: Janice Chapman
Sent: 08 November 2011 13:53
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Subject: FW: Removal of existing detached garage & proposed single residential dwelling(re-submission of AW/110/11), land to rear of 259A Aldwick Road, Bognor Regis

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For your attention.

Regards

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Sent: 08 November 2011 12:33

To: Janice Chapman

Subject: FW: Removal of existing detached garage & proposed single residential dwelling(re-submission of AW/110/11), land to rear of 259A Aldwick Road,Bognor Regis

From: [REDACTED]

Sent: 08 November 2011 11:27

To: Planning

Cc: [REDACTED]

Subject: Removal of existing detached garage & proposed single residential dwelling(re-submission of AW/110/11), land to rear of 259A Aldwick Road,Bognor Regis

Further to the letter dated 4 November from the Case Officer Mrs Chapman, in respect of this application, please find attached a draft unilateral undertaking relating to affordable housing contributions. I understand that details of title to the land were provided in support of the previous application.

Please let me know if I can clarify anything for you.

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6.1 LEGAL AND MONITORING COSTS

The Owner and the Applicant 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 [if ADC drafts] £200 [if applicant drafts]	ADC Legal Fees
ADC	On Commencement of the Development for the purposes of the Planning Permission	[£250 major application £100 minor application] PLUS £50 per planning obligation in the deed viz x 50 = TOTAL £	ADC Monitoring of compliance with the Deed

Legal Costs of ADC

- 6.1 ADC acknowledges the receipt from the Owner /Applicant the sum of £450 £200 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 and the Applicant 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 and the Applicant 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 and the Applicant 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

$\frac{C}{D}$ 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

8.3 Interest of Payments

The Owner and the Applicant 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.

9.4 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.

10. GENERAL

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

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

10.3 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.

10.4 This Deed confers no benefit on any Third Party under Contracts (Third Party Rights) Act 1999.

10.5 This Deed shall apply to the Development as authorised by the Planning Permission or as varied or renewed from time to time.

10.6 This Deed is a Local Land Charge and shall be registered as such.

10.9 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

11. VERIFICATION OF TITLE AND OBLIGATIONS

If the Applicant is not the freehold owner of the Land when this Deed is signed then the Applicant will:-

- (i) on becoming the freehold owner notify ADC in writing as soon as practicable.
- (ii) when and if required by ADC enter into and execute a Deed to Verify the Applicants Title as freeholder and to reconfirm the Planning Obligations set out herein including re-executing this Deed.

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]	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	

SCHEDULE 3

Delwyn Jones

From: Janice Chapman
Sent: 08 November 2011 13:53
To: Delwyn Jones
Subject: FW: Removal of existing detached garage & proposed single residential dwelling(re-submission of AW/110/11), land to rear of 259A Aldwick Road,Bognor Regis

Attachments: Unilateral undertaking.pdf

Delwyn,

For your attention.

Regards

Janice

From: Carolyn Nysingh **On Behalf Of** Planning

Sent: 08 November 2011 12:33

To: Janice Chapman

Subject: FW: Removal of existing detached garage & proposed single residential dwelling(re-submission of AW/110/11), land to rear of 259A Aldwick Road,Bognor Regis

From: [REDACTED]
Sent: 08 November 2011 11:27

To: Planning

Cc: [REDACTED]

Subject: Removal of existing detached garage & proposed single residential dwelling(re-submission of AW/110/11), land to rear of 259A Aldwick Road,Bognor Regis

Further to the letter dated 4 November from the Case Officer Mrs Chapman, in respect of this application, please find attached a draft unilateral undertaking relating to affordable housing contributions. I understand that details of title to the land were provided in support of the previous application.

Please let me know if I can clarify anything for you.

Alan Wells BSc Dip TP MRTPI
Planning Consultant

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Chichester
West Sussex
PO19 1TB

[REDACTED]
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Caribbean

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Dated

2011

Unilateral Undertaking
Under Section 106 of the Town & Country Planning Act 1990

Relating to land to the rear of 259a Aldwick Road Bognor Regis

Given By

Herongate Homes Ltd

To

Arun District Council

To pay Affordable Housing contributions of £9,128

Prepared by

Cluttons LLP
14 West Pallant
Chichester
West Sussex
PO19 1TB

THIS PLANNING OBLIGATION by UNDERTAKING is given this day of
2011 by HERONGATE HOMES LTD of Brook House Pound Road West Wittering
Chichester PO20 8AJ ("the Owner") to ARUN DISTRICT COUNCIL of Arun Civic Centre
Maltravers Road Littlehampton West Sussex BN17 6LF ("the Council")

IN THIS UNDERTAKING the expressions set out in Column 1 below shall have the meanings ascribed respectively to them in Column 2 below

Column 1	Column 2
"the Act"	means the Town & Country Planning Act 1990 as amended
"Application"	means the application for planning permission registered by the Council under reference number AW/269/11
"the Affordable Housing Contribution"	means the sum of £9,128 towards the provision of Affordable Housing within the Aldwick East Ward
"the Development"	means the removal of existing detached garage and proposed single residential dwelling in accordance with the plans and other particulars accompanying the Application
"the Land"	means the land to the rear of 259A Aldwick Road Bognor Regis shown edged red on the Plan
"the Plan"	means the plan annexed hereto
"the Planning Obligation"	means the planning obligations set out in the Schedule
"the Schedules"	means the schedules hereto

WHEREAS:-

1. The Owner is the legal owner of the Land having completed purchase of the Land on 5th January 2011 under a completed Transfer Deed from part of the land subject to Title Number WSX166602.

2. The Council is the local planning authority for the purposes of the Act for the area within which the Land is situated.
3. The Owner made the Application to the Council in respect of the Development.
4. On 9th June 2011 the Council wrote a letter indicating that planning permission for the Development would if granted be subject to the payment of the Affordable Housing Contribution.
5. The Owner hereby gives this Undertaking to secure the financial contribution hereinafter specified.

NOW THIS UNDERTAKING WITNESSETH as follows:-

1. **THIS** Undertaking is given in pursuance of Section 106 of the Act.
2. **THE** Planning Obligation is a planning obligation for the purposes of Section 106 of the Act and shall be binding on and enforceable against the Owners jointly and severally and any person deriving title to the Land through or under the Owners.
3. **THE** Planning Obligation may be enforced by the Council and not by any other party.

IT IS HEREBY AGREED AND DECLARED

1. No person shall be liable for any breach of the Planning Obligation after he shall have parted with all interest in the land to which such obligation relates or the part in respect of which such breach occurs but without prejudice to his liability for any subsisting breach of obligation prior to parting with such interest.
2. Nothing in this Undertaking shall prohibit or limit the right to develop any part of the Land in accordance with any planning permission (other than a permission granted pursuant to the Application) granted (whether or not on appeal) after the date of this Undertaking.
3. The expressions "the Owner" and "the Council" shall include their respective successors in title and assigns.

4. Any headings in this Undertaking are for convenience only and shall not be taken into account in the construction and interpretation thereof.
5. If any individual clause or paragraph in this Undertaking is subsequently held to be unenforceable by a Court the offending clause or paragraph shall cease to be binding and will be severed from this Undertaking **PROVIDED HOWEVER THAT** the severing of such a clause or paragraph shall not affect the continuing enforceability of the remainder of this Undertaking.
6. **THIS** Undertaking is conditional upon the grant of planning permission granted pursuant to the Application.
7. If planning permission granted pursuant to the Application is quashed revoked or otherwise withdrawn or (without the consent of the Owners) is modified in any material respect by any statutory procedure or expires before the Commencement of the Development then this Undertaking shall cease to have effect
8. **IN THIS UNDERTAKING** for the avoidance of doubt:-
 - (i) the singular shall include the plural the masculine shall include the feminine and vice versa unless the context otherwise requires.
 - (ii) any reference to the doing or taking of any action shall include causing or permission such action.
9. **PAYMENT** due under this Deed will be sent to the Council with a duly completed Notice in the Form of Schedule 2.
10. **THIS** undertaking shall take effect as a deed

IN WITNESS whereof the Owner has executed this Undertaking as a deed the day and year first above written.

SCHEDULE 1

1. On or before the commencement of development the Owner shall pay to the Council the Affordable Housing Contribution and shall not commence Development unless and until the Affordable Housing Contribution is paid.
2. The payment of such an Affordable Housing Contribution is conditional on it being used solely towards the provision of affordable housing within the Aldwick East Ward.

SCHEDULE 2

Payment Notice

Payment of monies due under a Section 106 Agreement

To:

**Head of Planning Services
Arun District Council
Arun Civic Centre
Maltravers Street
Littlehampton
BN17 5LF**

Payment made on behalf of:.....

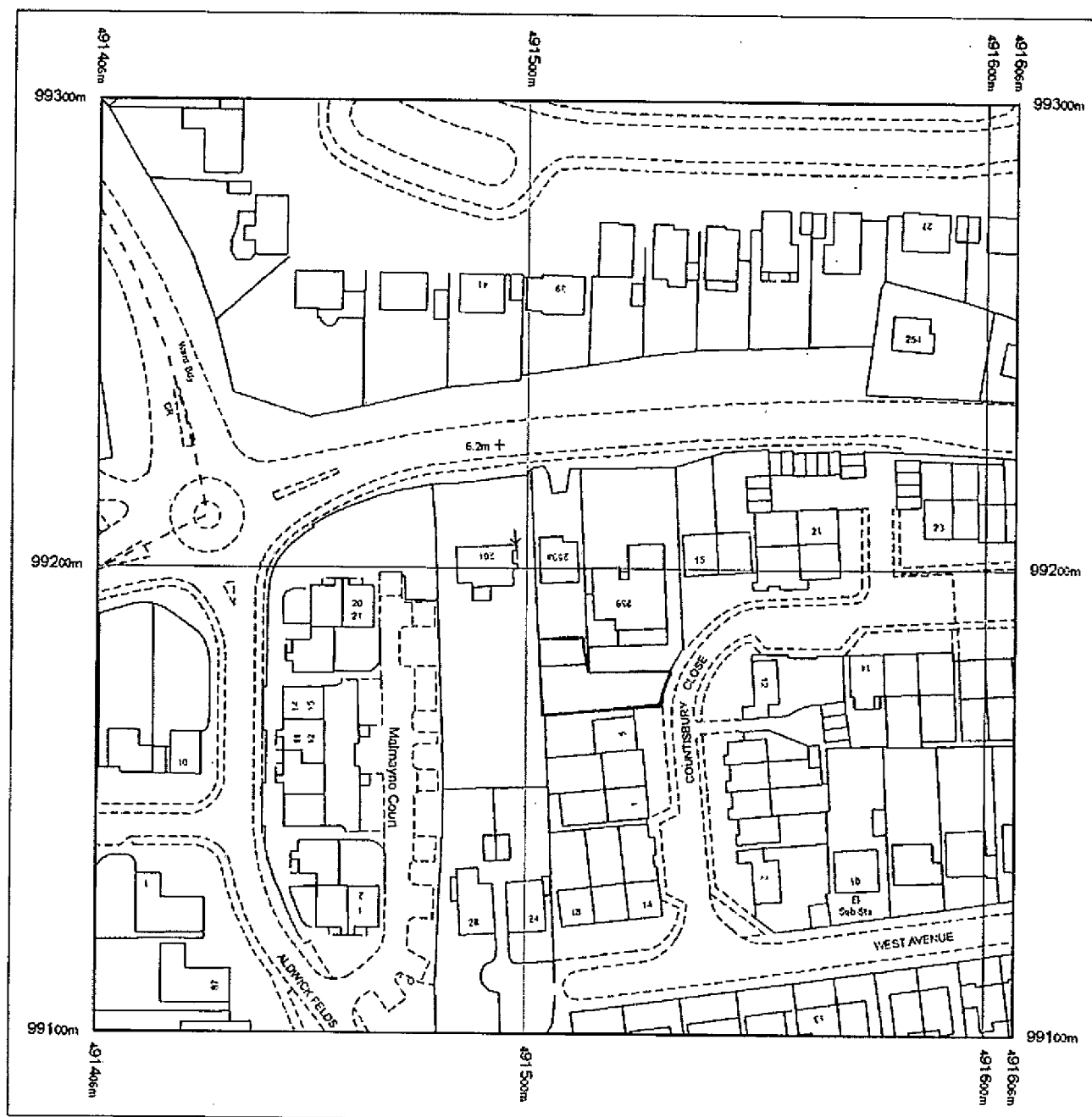
Land to rear of:.....

Agreement Date:.....

Planning Application Reference No.

Concerning full payment of Affordable Housing Contribution for the sum of £9,128 prior to the commencement of development.

**EXECUTED as a DEED by)
THOMAS ELLIOTT)
in the presence of:-)**



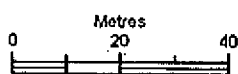
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Mr. A. Hinton
8 Davys Court
Main Road
Funtington
Chichester
West Sussex
PO18 9LG

Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex, BN17 5LF

Tel: 01903 737500 ext 37370
Fax: 01903 716019
DX: 57406 Littlehampton
Minicom: 01903 732765
e-mail: planning@arun.gov.uk



Our ref: AW/110/11/

Please ask for:
James Smith
Planner – East Team
Direct Dial: 01903 737761

9th June 2011

Dear Mr. Hinton

LPA Ref: AW/110/11/
Proposal: Removal of existing detached garage & proposed single residential dwelling.
Address: Land to rear of 259A Aldwick Road, Bognor Regis

I refer to the above development for which planning permission is currently being considered by the Local Planning Authority. This letter is to notify you of the Council's affordable housing policy which was approved on the 18th August 2010 and officially came into force on that date. Details of the policy can be found on the council's website: <http://www.arun.gov.uk/main.cfm?type=AFFORDABLEHOUSINGP>

The policy relates to all schemes which propose the net gain of one or more housing units for which affordable housing provision is a requirement. Where it is not practical for on-site provision of affordable housing (typically on schemes of ten or less units) the Council will seek financial contributions towards offsite provision by way of a commuted sum secured by a Section 106 legal agreement.

Your planning application was received by the Council after the 18 August 2010 and therefore qualifies for the provision of affordable housing. The commuted payment for a three bedroom dwelling in the Aldwick East Ward is £10,345. Please note that this sum is **not** payable until the commencement of development in the event planning permission is granted. In addition to the commuted sum a monitoring fee of £150 is payable but again this is **not** payable until the commencement of development.

(cont.)

At this stage the only requirement is the provision of a legal agreement which will enable the commuted sum and monitoring fee to be secured in the future. The legal agreement must be provided within the lifetime of the planning application otherwise permission will be refused on the basis that there is no mechanism in place to secure necessary financial contributions. The Council legal section can be instructed to draft the legal agreement for which there is an administration fee of £450.00. This fee is payable upon instruction and cheques are to be made payable to Arun District Council. The Council's Planning Solicitor, Delwyn Jones can be contacted directly on 01903 737737 for instruction. Once drafted Mr Jones will send the legal agreement directly to the Applicant/s to sign and return to the Council.

I trust this information is of assistance to you and should you wish to discuss this matter further please contact me on the above number.

Yours Sincerely

James Smith
Planner (East Team)

cc. Delwyn Jones (Council Solicitor)

Dated: _____ 2011

Between:

[1]

[The Owner]

[2]

[The Applicant]

[3]

[The Mortgagee]

[4]

Arun District Council

[ADC]

FIRST DRAFT /2011

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 £.00 /to be determined on reserved matters

SUBJECT TO FINAL DETERMINATION

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

1. **THIS DEED** is by undertaking and is dated _____ 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	West Sussex
Applicant	
Mortgagee	
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 of land at West Sussex ("The Land") shown for identification only edged black on the attached plan and the applicant for planning permission described below
Applicant	The Applicant / owner has applied for [outline] Planning Permission under Application Ref: for and "Planning Applications" and "Development" shall be construed accordingly
Mortgagee	Mortgagee of _____
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 Applicant 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 .
- 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.

5. CONTRIBUTIONS PAYABLE

- 5.1 The Owner and the Applicant 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 [Occupation] of the Development for any purposes of the Planning Permission	£.00 or such sum as is determined on receipt of the reserved matters application in accordance	Affordable Housing within the whole of the Arun District.

		with the table contained in Schedule 3 hereof or any revisions or replacements thereof	
--	--	--	--

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

6.1 LEGAL AND MONITORING COSTS

The Owner and the Applicant 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 [if ADC drafts] £200 [if applicant drafts]	ADC Legal Fees
ADC	On Commencement of the Development for the purposes of the Planning Permission	[£250 major application £100 minor application] PLUS £50 per planning obligation in the deed viz x 50 = TOTAL £	ADC Monitoring of compliance with the Deed

Legal Costs of ADC

6.1 ADC acknowledges the receipt from the Owner /Applicant the sum of £450 £200 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 and the Applicant 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 and the Applicant 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 and the Applicant 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

$\frac{C}{D}$ 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

8.3 Interest of Payments

The Owner and the Applicant 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.

9.4 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.

10. GENERAL

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

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

10.3 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.

10.4 This Deed confers no benefit on any Third Party under Contracts (Third Party Rights) Act 1999.

10.5 This Deed shall apply to the Development as authorised by the Planning Permission or as varied or renewed from time to time.

10.6 This Deed is a Local Land Charge and shall be registered as such.

10.9 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

11. VERIFICATION OF TITLE AND OBLIGATIONS

If the Applicant is not the freehold owner of the Land when this Deed is signed then the Applicant will:-

- (i) on becoming the freehold owner notify ADC in writing as soon as practicable.
- (ii) when and if required by ADC enter into and execute a Deed to Verify the Applicants Title as freeholder and to reconfirm the Planning Obligations set out herein including re-executing this Deed.

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]	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	

SCHEDULE 3

SIGNED AS A DEED BY
THE OWNER IN THE
PRESENCE OF

SIGNED AS A DEED BY
THE APPLICANT IN THE

PRESENCE OF

SIGNED AS A DEED BY
THE MORTGAGEE IN THE
PRESENCE OF