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

16 June

Dated 2014

[1] The Owner: MARC + STEPHEN DES BAILY
2, LAUREN GARDENS, OUTERWHYKE ROAD,
FELPHAM, PO22 8EQ

[2] The Mortgagee: NONE

UNILATERAL UNDERTAKING

Under Section 106 of the Town and Country Planning Act 1990 concerning land at

MERRIVALE, STATION ROAD, ANGMERING, WEST SUSSEX, BN16 4HY

Planning Application Ref: A/67/14/PL
Contributions for Affordable Housing of £ 12,171
Monitoring Fee £150.00

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

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THIS UNILATERAL UNDERTAKING is given this 16 June 2014

By MARC AND STEPHEN DES BAUX

Of 2, LAUREN GARDENS, OTTERWHYKE ROAD, FELPHAM PO22 8EQ.

("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 :-

("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)

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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 £12,171 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 "MERRIVALE", STATION ROAD, ANGMERING, BN16 4HY 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

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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

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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.

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SIGNED as a DEED

By THE OWNER/S In the presence of	[redacted]
Name	
Address	
Occupation	
By THE OWNER/S In the presence of	
Name	
Address	
Occupation	

SIGNED as a DEED

By THE MORTGAGEE In the presence of		*signature*
Name		
Address		
Occupation		*signature*

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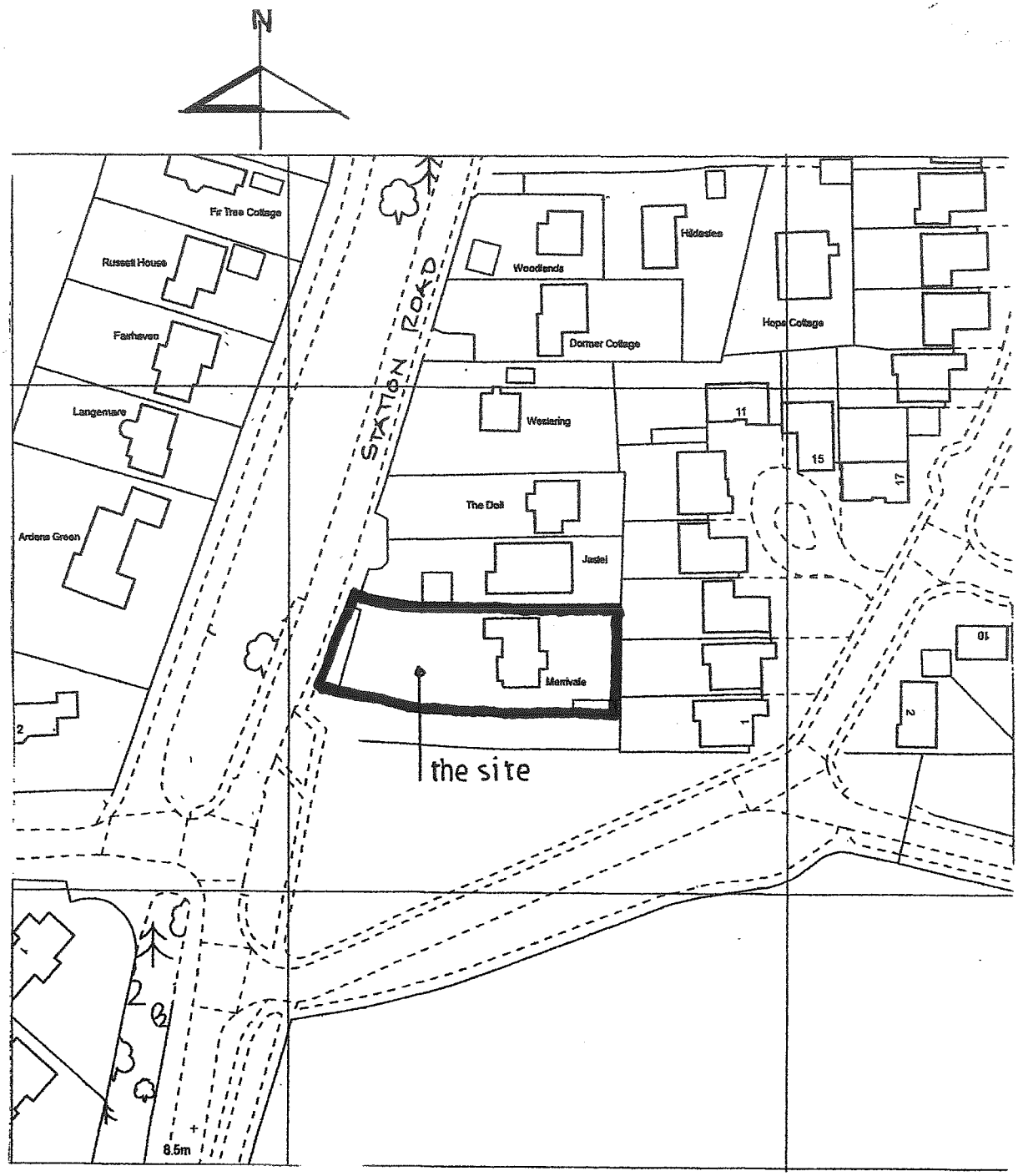

LOCATION PLAN 1:1250

O.S. LICENCE No. 100029375

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Land Registry

Official copy of register of title

Title number WSX30519 Edition date 12.05.2014

- This official copy shows the entries on the register of title on 13 May 2014 at 13:25:05.
- 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 13 May 2014.
- 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 (22.01.1979) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Merryvale, Station Road, Angmering, Littlehampton (BN16 4HY).

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 (12.05.2014) PROPRIETOR: STEPHEN NICHOLAS DES BAUX and MARC CHRISTOPHER DES BAUX of 103 Marshall Avenue, Bognor Regis PO21 2ZW.

2 (12.05.2014) The price stated to have been paid on 17 April 2014 was £345,000.

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 22 February 1924 made between (1) Hugh Carleton Charaley Tufnell and Charles Rice Rhyd Nicholl (2) The Eagle Star and British Dominions Insurance Company Limited (3) Walter Henry Savill and Howard Shaw Savill (4) Frederick James Savill (Vendor) and (5) Edward Peskett (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

2 A Conveyance of the land in this title dated 6 April 1959 made between (1) Edwin Leslie Saymour (Vendor) and (2) Stuart Ernest Trotter

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C: Charges Register continued

(Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

Schedule of restrictive covenants

1 The following are details of the covenants contained in the Conveyance dated 22 February 1924 referred to in the Charges Register:-

The Purchaser to the intent that the covenant thereinafter on his part contained might bind the said premises thereinbefore granted and the successive owners thereof from time to time and their respective estates (but not so as to bind personally any such owner or his estate in respect of anything done or omitted after he should have disposed of the fee simple of the same premises) and also might enure for the remainder of the Ham Manor Estate and the successive owners thereof from time to time did thereby for himself his heirs executors administrators and assigns covenant with the Vendor his heirs executors administrators and assigns covenant with the Vendor his heirs and assigns owner or owners for the time being of any part of the Ham Manor Estate adjoining or near the hereditaments thereby conveyed that the Purchaser his heirs and assigns would at all time thereafter duly observe and perform the stipulations and conditions mentioned in the Second Schedule thereto.

THE SECOND SCHEDULE above referred to

1. The Purchaser should forthwith make and for ever maintain and keep in good repair to the satisfaction of the Vendor his heirs and assigns and approved fence from the point marked A to the point marked B on the said plan.

2. No wall or fence against the road should exceed 5 feet in height from the surface of the road or footpath.

3. The Purchaser should be allowed to erect two bungalows at a cost of not less than £750 each within 100 feet of the high road two further east at a cost of not less than £700 each and two further east at a cost of not less than £600 each and two further east at a cost of not less than £500 No building should be erected on the premises unless the plans drawings and elevations thereof should have been previously submitted to and approved of in writing by the Vendor.

4. The premises might be used for Agricultural or horticultural purposes but not for any other purpose without the written consent of the Vendor

5. No boarding should be erected on the premises for advertisement or otherwise.

6. No bricks or tiles should at any time be made or burnt nor should any clay or lime be burnt on the premises and no operative machinery should at any time be fixed or set up thereon or in any building to be erected thereon nor should anything be done which might be or grow to be a nuisance or annoyance to the Vendor or his tenants or the neighbourhood.

7. No stone should be quarried out or from the land except for the purpose of preparing for authorised buildings.

8. No sand or gravel should at any time be excavated or dug out of the land except for the purpose of laying the foundations of the house and outbuildings to be erected thereon or for use in erecting such buildings or in the gardens or grounds thereof.

2 The following are details of the covenants contained in the Conveyance dated 6 April 1959 referred to in the Charges Register:-

"FOR the benefit of the land on the east and south of the premises hereby conveyed belonging to Seymours Nurseries Limited the Purchaser hereby covenants with Seymours Nurseries Limited that the Purchaser or other the owner or occupier for the time being of the premises hereby conveyed or any part thereof will not plant or grow or permit to be

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Schedule of restrictive covenants continued

planted or grown a hedge or hedges or trees or shrubs except the fruit trees now existing exceeding six feet in height on any part of the premises hereby conveyed within twenty feet of the eastern boundary of the premises hereby conveyed."

End of register

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