

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

Dated 20th August 2012

[1] The Owner: Gian Luca Foschini

[2] The Mortgagee: N/A

UNILATERAL UNDERTAKING

Under Section 106 of the Town and Country Planning Act 1990 concerning land at
Foschini's Nursery Hangleton Lane Ferring Worthing BN12 6PP

Planning Application Ref: A/84/12
Contributions for Affordable Housing of £12,171.00.
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 Gian Luca Foschini

Of Foschini's Nursery Hangleton Lane Ferring Worthing BN12 6PP

("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)

- 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 £200 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 Foschini's Nursery Hangleton Lane Ferring Worthing BN12 6PP 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

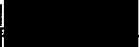
7. Registration of this Unilateral Undertaking

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

SIGNED as a DEED

By THE OWNER/S in the presence of		 signature
Name	SUSAN MANCUSO	
Address	FLAT 2 WOODSDALE COURT DOMINION ROAD WORTHING	
Occupation	RETIRED	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

The Owner undertakes to pay to the Council the sum of its reasonable legal costs of £200 on or before Completion of this Deed

SIGNED as a DEED

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

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

SIGNED as a DEED

By THE MORTGAGEE in the presence of		signature
Name		
Address		
Occupation		

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

SIGNED as a DEED

By THE MORTGAGEE in the presence of		signature
Name		
Address		
Occupation		

project
client
agent
drawing

Mr & Mrs G L Wilson
Peter Wilson Hilary Mount Way
scale 1:500 @ A4
block plan

date: 27/07/11

revision
tp675/10a

mobile home

Carol Anne House

boundary of applicants land

PROPOSED HOUSE

Existing store

boundary of applicants land

Existing portable building

HANGLETON LANE

Greenhouse

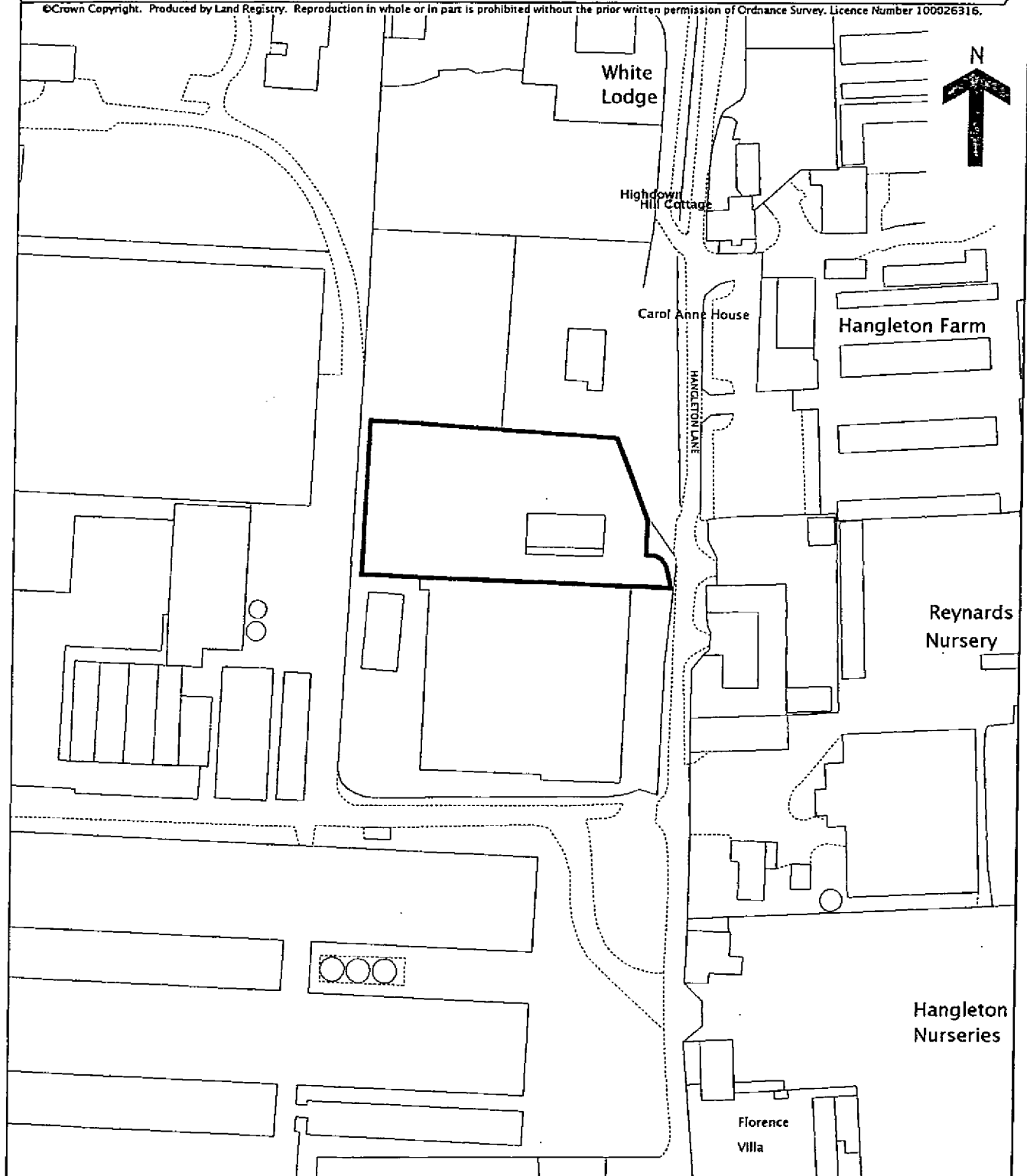
PETER WILSON CONSULTANTS LTD Registration No. 2489620

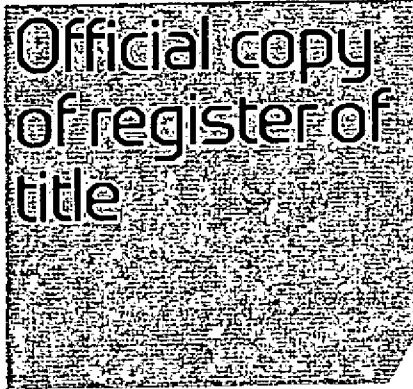
Land Registry
Official copy of
title plan

Title number **WSX340145**
Ordnance Survey map reference **TQ0803NE**
Scale **1:1250**
Administrative area **ARUN**



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Title number WSX340145

Edition date 20.12.2010

- This official copy shows the entries on the register of title on 24 AUG 2012 at 09:26:07.
- 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 24 Aug 2012.
- 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 (22.12.1980) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land at Foschini's Nursery, Hangleton Lane, Ferring, Worthing (BN12 6PP).
- 2 (20.12.2010) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 15 December 2010 referred to in the Charges Register.

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 (20.12.2010) PROPRIETOR: GIANLUCA FOSCHINI of Foschini's Nursery, Hangleton Lane, Ferring, Worthing, West Sussex BN12 6PP.

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 23 November 1950 made between (1) Harry Herbert Stutely (Vendor) (2) Dorothy Bolton (Purchaser) and (3) William Eden Cooper (Sub Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 A Deed of Covenant dated 23 November 1950 made between (1) Dorothy Bolton (Vendor) and (2) William Eden Cooper (Purchaser) contains covenants details of which are set out in the schedule of restrictive

Title number WSX340145

C: Charges Register continued

covenants hereto.

- 3 A Conveyance of the land in this title and other land dated 28 November 1980 made between (1) John Herbert Abraham Manning (Vendor) and (2) Paul Langmead and Elizabeth Charlotte Langmead (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 4 A Transfer of the land in this title and other land dated 22 November 1991 made between (1) Country Garden Centres Limited (Transferor) and (2) Filomeno Foschini and Carol Anne Foschini (Transferees) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 5 (20.12.2010) A Transfer of the land in this title dated 15 December 2010 made between (1) Filomeno Foschini and (2) Gianluca Foschini contains restrictive covenants.

NOTE: Copy filed.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 23 November 1950 referred to in the Charges Register:-

The Sub-Purchaser hereby covenants with the Purchaser that he the said Sub-Purchaser and his successors in title will at all times hereafter observe and perform the stipulations and regulations more particularly set out in the First Schedule hereto

FIRST SCHEDULE above referred to

.....
...

2. Not to use or permit or suffer to be used the said property or any part thereof in any manner which shall be or become a nuisance annoyance or disturbance to the Vendor or the persons deriving title under him.

3. Not to erect a caravan house on wheels or other chattel adapted or intended for use as a sleeping apartment nor allow any shows booths or hoarding or advertising station to be erected made placed or used or allowed to remain upon the said property nor shall the same be used for the storage of rubbish or building materials.

4. The Vendor reserves the right to himself and all persons deriving title under him at any time or times hereafter to vary waive or withdraw all or any of the above restrictions heretofore or hereafter to be entered into by any past present or future Purchaser of any adjoining or neighbouring land now or formerly belonging or hereafter to belong to him and to sell such land or any part or parts thereof free from restrictions conditions and stipulations or subject to such restrictions or stipulations as he may think fit.

- 2 The following are details of the covenants contained in the Deed of Covenant dated 23 November 1950 referred to in the Charges Register:-

the Purchaser hereby covenants with the Vendor that he the Purchaser and his successors in title will ... observe and perform the covenants and conditions contained in the Schedule hereto and will keep the Vendor and his successors in title indemnified against all claims and demands in respect of any breach of the said covenants and conditions or any of them.

THE SCHEDULE above referred to

1. NOT to use or permit or suffer to be used the said property or any part thereof in any manner which shall be or become a nuisance annoyance or disturbance to the Vendor or the persons deriving title under her.

Schedule of restrictive covenants continued

2. NOT to erect a caravan house on wheels or other chattel adapted or intended for use as a sleeping apartment nor allow any shows booths or hoarding or advertising station to be erected made placed or used or allowed to remain upon the said property nor shall the same be used for the storage of rubbish or building materials.

3. THE Vendor reserves the right to herself and all persons deriving title under her at any time or times hereafter to vary waive or withdraw all or any of the above restrictions heretofore or hereafter to be entered into by any past present or future Purchaser of any adjoining or neighbouring land now or formerly belonging or hereafter to belong to him and to sell such land or any part or parts thereof free from restrictions conditions and stipulations or subject to such restrictions or stipulations as she may think fit.

- 3 The following are details of the covenants contained in the Conveyance dated 28 November 1980 referred to in the Charges Register:-

"FOR the benefit and protection of the Vendor and the owner and owners for the time of the land coloured green on the said plan belonging to the Vendor and any and every part thereof the Purchasers hereby jointly and severally covenant with the Vendor to observe and perform the restrictions conditions and stipulations set out in the First Schedule hereto PROVIDED ALWAYS that as regards any such of the said restrictions conditions and stipulations as are not of an affirmative nature the Purchasers shall not be liable in damages for any breach thereof which shall occur after they shall have parted with all interest in the said land hereby conveyed or any part thereof in respect of which any such breach shall occur

THE FIRST SCHEDULE before referred to

1. Nothing shall be done upon the said land hereby conveyed or in any building erected or to be erected thereon which shall be or may grow to be a nuisance or annoyance to the Vendor.

2. No hut shed caravan house-on-wheels adapted or intended for use as a sleeping apartment and no shows booths roundabouts or hoardings nor any advertising station shall be permitted made or used or be allowed to remain upon the said land hereby conveyed but this restriction shall not preclude the retention and use on the land of a caravan for the temporary accommodation of an employee of the Purchasers nor the erection of a sign giving the name and nature of the business carried on upon the said land.

NOTE: The land coloured green refers to lies to the north of the land in this title.

- 4 The following are details of the covenants contained in the Transfer dated 22 November 1991 referred to in the Charges Register:-

"The Transferees hereby further jointly and severally COVENANT with the Transferor not to use the whole or any part of the property hereby transferred as a garden centre save that the said property can be used as a nursery and for the sale of vegetable fruit and cut flowers and for the storage of building materials"

End of register