

37 Norbren Avenue

Bognor Regis

PO21 5HE

06-02-18

Ref BE/119/17/HH

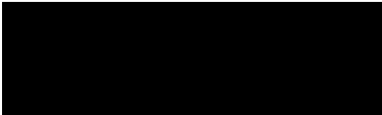
Dear Charlotte

I enclose the Section 106 and the Land Registry documents, which i hope will allow my planning application to finally proceed.

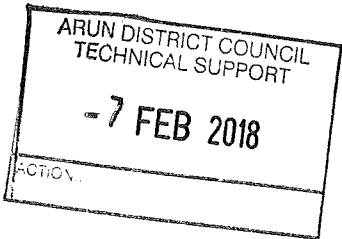
I am very gratefull for your patience and understanding in this very delayed process.

Yours

Sincerely



Richard Clarke



DATED

06-02-18

**PLANNING OBLIGATION BY WAY OF UNILATERAL UNDERTAKING UNDER
SECTION 106 OF THE TOWN & COUNTRY PLANNING ACT 1990**

**RELATING TO LAND AT
53 GREENCOURT DRIVE
BOGNOR REGIS
PO21 5EX**

Parties:

OWNER

RICHARD V CLARKE

And

Marian J Clarke

Address

37 Norbren Avenue

Bognor Regis

PO21 5HE

CONTENTS

CLAUSE

1.	Interpretation	1
2.	Statutory provisions	3
3.	Covenants with the Council	3
4.	Release	4
5.	Determination of deed	4
6.	Local land charge	4
7.	Interest on late payment	4
8.	Council's costs.....	4
9.	Ownership	4
10.	Notices	5
11.	Third party rights.....	6
12.	Governing law.....	6
13.	[Mortgagee's consent] (this will be removed if there is no mortgagee)	Error! Bookmark not defined

THIS DEED is dated 24-01-18

(1)

Richard V Clarke and Marian J Clarke of 37 Norbren Avenue Bognor Regis
PO21 5HE **Owner**

IN FAVOUR OF Arun District Council of The Civic Centre Maltravers Road
Littlehampton BN17 5LF **Council**

BACKGROUND

- (A) The Council is the local planning authority for the purposes of the TCPA 1990 for the area in which the Property is situated.
- (B) The Owner has made the Planning Application and is proposing to carry out the Development.
- (C) In consideration of Pagham Harbour policy ENV DM2 of the emerging Local Plan 2011-2031, and Cabinet's approval of the tariff based system on 20 July 2015, the Owner gives this undertaking to perform the obligations set out in this deed.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

Access Management Contribution: the sum of £ 871.00 towards the cost of delivering measures to avoid, or mitigate to an acceptable level, the harm caused to Pagham Harbour by the Development.

Base Rate: the higher of [5%] and the base rate from time to time of Barclays Bank plc.

Commencement of Development: the carrying out in relation to the Development of any material operation as defined by section 56(4) of the TCPA 1990 [but disregarding for the purposes of this deed and for no other purpose, the following operations: demolition works; site clearance; ground investigations; site survey works; temporary access construction works; archaeological investigation; and erection of any fences and hoardings around the Property.]

Commenced and Commences shall be construed accordingly.

Commencement Date: the date of Commencement of Development.

Default Interest Rate: [4%] per annum above the Base Rate.

Development: the development of the Property by 2 bedroom bungalow as described in the Planning Application.

Pagham Harbour: A Special Protection Area, also known as a Natura 2000 site, based in Pagham, West Sussex in the District of Arun, identified as being of international importance for the breeding, feeding, wintering or migration of rare and vulnerable species of European Union birds.

Plan: the plan attached to this deed.

Planning Application: an application for planning permission registered by the Council under reference number BE/119/17/HH.

Planning Permission: the planning permission to be granted by the Council in respect of the Planning Application.

Property: the freehold land at land on 37 Norbren Avenue and 53 Greencourt Drive shown edged red on the Plan and registered at HM Land Registry with absolute title under title numbers WSX325043 (53 Greencourt drive) and WSX80906 (37 Norbren Avenue).

TCPA 1990: Town and Country Planning Act 1990

Working Day: any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in [England **OR** Wales].

- 1.2 Clause headings shall not affect the interpretation of this deed.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.7 A reference to the Council shall include the successors to its respective statutory functions.
- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** excludes faxes and e-mail.
- 1.11 A reference to **this deed** or to any other deed or document referred to in this deed is a reference to this deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 1.12 References to clauses are to the clauses of this deed.
- 1.13 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.14 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

2. STATUTORY PROVISIONS

- 2.1 This deed constitutes a planning obligation for the purposes of section 106 of the TCPA 1990, section 111 of the Local Government Act 1972 and any other enabling powers.
- 2.2 The obligations contained in clause 3 of this deed are planning obligations for the purposes of section 106 of the TCPA 1990 and are entered into by the Owner with the intention that they bind the interests held by those persons in the Property and their respective successors and assigns.
- 2.3 This deed shall come into effect on the date of grant of the Planning Permission.
- 2.4 The obligations contained in clause 3 of this deed are enforceable by the Council in accordance with section 106 of the TCPA 1990.

3. COVENANTS WITH THE COUNCIL

The Owner covenants with the Council to pay the Access Management Contribution to the Council on or before the Commencement Date.

4. **RELEASE**

No person shall be liable for any breach of an obligation, restriction or covenant contained in this deed after parting with all of its interest in the Property, except in respect of any breach subsisting prior to parting with such interest.

5. **DETERMINATION OF DEED**

This deed shall be determined and have no further effect if the Planning Permission:

- (a) expires before the Commencement of Development;
- (b) is varied or revoked other than at the request of the Owner; or
- (c) is quashed following a successful legal challenge.

6. **LOCAL LAND CHARGE**

This deed is a local land charge and shall be registered as such by the Council.

7. **INTEREST ON LATE PAYMENT**

If the Access Management Contribution has not been paid to the Council prior to or on the Commencement Date, the Owner shall pay the Council interest on the Access Management Contribution at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period from the Commencement Date to and including the date of payment.

8. **COUNCIL'S COSTS**

The Owner shall pay to the Council on the date of this deed the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, completion and registration of this deed.

9. **OWNERSHIP**

THE OWNER WARRANTS THAT NO PERSON OTHER THAN THE OWNER HAS ANY LEGAL OR EQUITABLE INTEREST IN THE PROPERTY.

- 9.1 Until the obligations in clause 3 have been complied with the Owner will give to the Council within 14 Working Days, the following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Property:

- (a) the name and address of the person to whom the disposition was made; and
- (b) the nature and extent of the interest disposed of.

10. NOTICES

- 10.1 A notice or other communication to be given under or in connection with this deed must be in writing and must be:
- (a) delivered by hand; or
 - (b) sent by pre-paid first class post or other next working day delivery service.
- 10.2 Any notice [or other communication] to be given under this deed must be sent to the relevant party as follows:
- (a) to The Planning Department of Arun District Council, quoting the Planning Application number at the following address: The Civic Centre Maltravers Road Littlehampton BN17 5LF;
 - (b) for the attention of the Owner Richard V Clarke and Marian J Clarke at: 37 Norbren Avenue Bognor Regis PO21 5HE;
- 10.3 Any notice or other communication given in accordance with clause 10.1 and clause 10.2 will be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt [or at the time the notice is left at the address] provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day;
 - (b) if sent by pre-paid first class post or other next working day delivery service at [9.00 am] on the second Working Day after posting.
- 10.4 A notice or other communication given under this deed shall not be validly given if sent by e-mail.
- 10.5 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

11. THIRD PARTY RIGHTS

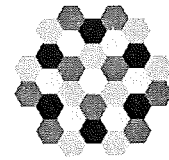
A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

12. GOVERNING LAW

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

1. Signed as a Deed by Richard V Clarke and Marian J Clarke In the presence of:- M D GLAISTER 36 NORBREW AVE BOYNOR REGIS PORISHE SHEET METAL WORKER	<i>RV Clarke</i> <i>M. Clarke</i> OWNER SIGNATURE <i>M D Glaister</i> WITNESS SIGNATURE
---	---



24 October 2017

Your ref/Eich cyf
-

Our ref/Ein cyf
WSX80906 /OC/142

HM Land Registry
Wales Office
PO Box 75,
Gloucester
GL14 9BD

DX 321601 Gloucester 33
Tel 0300 006 0009
Fax NA
Email wales.office@landregistry.gov.uk
www.gov.uk/land-registry

Cofrestrfa Tir EM
Swyddfa Cymru
PO Box 75,
Gloucester
GL14 9BD

DX 321601 Gloucester 33
Ffôn 0300 006 0009
Ffacs NA
Eboist wales.office@landregistry.gov.uk
www.gov.uk/land-registry

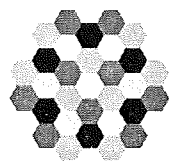
-
R.V. Clarke
37
Norbren Avenue
Bognor Regis
PO21 5HE

Official copy/copies

The official copy/copies of the document(s) you applied for is/are enclosed.

Please contact the HM Land Registry Office named if you have any questions about the enclosed official copy/copies.





Official copy
of register of
title

Title number WSX80906 Edition date 29.07.2011

- This official copy shows the entries in the register of title on 24 October 2017 at 15:04:55.
- 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 October 2017.
- 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 www.gov.uk/land-registry.
- This title is dealt with by HM Land Registry Wales Office.

A: Property register

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

WEST SUSSEX : ARUN

- 1 (19.04.1984) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 37 Norbren Avenue, Bognor Regis, (PO21 5HE).
- 2 The land has the benefit of the following rights granted by but is subject to the following rights reserved by the Conveyance dated 19 December 1936 referred to in the Charges Register:-

"Together also with the free right of passage and running of water and soil through the drains situate on the adjoining properties Numbered 53 and 55 Greencourt Drive into the main sewer the Purchaser paying a proportionate part of the expense of keeping such drains in repair EXCEPT and RESERVING unto the Vendor the owner or owners for the time being of the adjoining properties on the East Numbered 33 and 35 Nor'Bren Avenue of a right of drainage into the drains running through the premises hereby conveyed subject to the payment of a fair proportion of the expense of keeping such drains in repair."

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 (28.01.1987) PROPRIETOR: RICHARD VICTOR CLARKE and MARIAN JANICE CLARKE of 37 Norbren Avenue, Bognor Regis, W Sussex PO21 5HE.



C: Charges register

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

- 1 A Conveyance of the land in this title dated 19 December 1936 made between (1) George Alfred Neal (Vendor) and (2) William Henry Holliday (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 19 December 1936 referred to in the Charges Register:-

"FOR the benefit of the Vendor's Estate at North Bersted aforesaid and so as to bind the property hereby conveyed the Purchaser hereby covenants with the Vendor that he the Purchaser and his successors in title:

(a) Will for ever hereafter maintain good and substantial boundary fences on the sides of the land hereby conveyed marked "T" on the said plan and

(b) Will not carry on any business on the premises hereby conveyed but will use the same as a private dwellinghouse only."

NOTE: The T marks affect the eastern and most northern boundaries.

End of register

Title Number : WSX325043

This title is dealt with by HM Land Registry, Durham Office.

The following extract contains information taken from the register of the above title number. A full copy of the register accompanies this document and you should read that in order to be sure that these brief details are complete.

Neither this extract nor the full copy is an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he or she suffers loss by reason of a mistake in an official copy.

This extract shows information current on 6 FEB 2018 at 14:17:10 and so does not take account of any application made after that time even if pending in HM Land Registry when this extract was issued.

REGISTER EXTRACT

Title Number	: WSX325043
Address of Property	: 53 Greencourt Drive, Bognor Regis (PO21 5EX)
Price Stated	: £235,000
Registered Owner(s)	: RICHARD VICTOR CLARKE and MARIAN JANICE CLARKE of 37 Norbren Avenue, Bognor Regis PO21 5HE.
Lender(s)	: None

Title number WSX325043

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 6 FEB 2018 at 14:17:10. This copy does not take account of any application made after that time even if still pending in HM Land Registry when this copy was issued.

This copy is not an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he or she suffers loss by reason of a mistake in an official copy. If you want to obtain an official copy, the HM Land Registry web site explains how to do this.

A: Property Register

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

WEST SUSSEX : ARUN

- 1 (06.01.2009) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being 53 Greencourt Drive, Bognor Regis (PO21 5EX).
- 2 (06.01.2009) The land has the benefit of the rights granted by but is subject to the rights reserved by the Conveyance dated 20 October 1936 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 (15.06.2015) PROPRIETOR: RICHARD VICTOR CLARKE and MARIAN JANICE CLARKE of 37 Norbren Avenue, Bognor Regis PO21 5HE.
- 2 (15.06.2015) The price stated to have been paid on 15 May 2015 was £235,000.

C: Charges Register

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

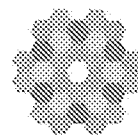
- 1 (06.01.2009) A Conveyance of the land in this title dated 20 October 1936 made between (1) George Alfred Neal and (2) Herbert Alfred Willis Whitney contains restrictive covenants.

NOTE: Copy filed.

End of register

HM Land Registry Current title plan

Title number **WSX325043**
Ordnance Survey map reference **SU92005W**
Scale **1:1250**
Administrative area **West Sussex : Arun**



© Crown Copyright. Produced by HM Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number 100026316.



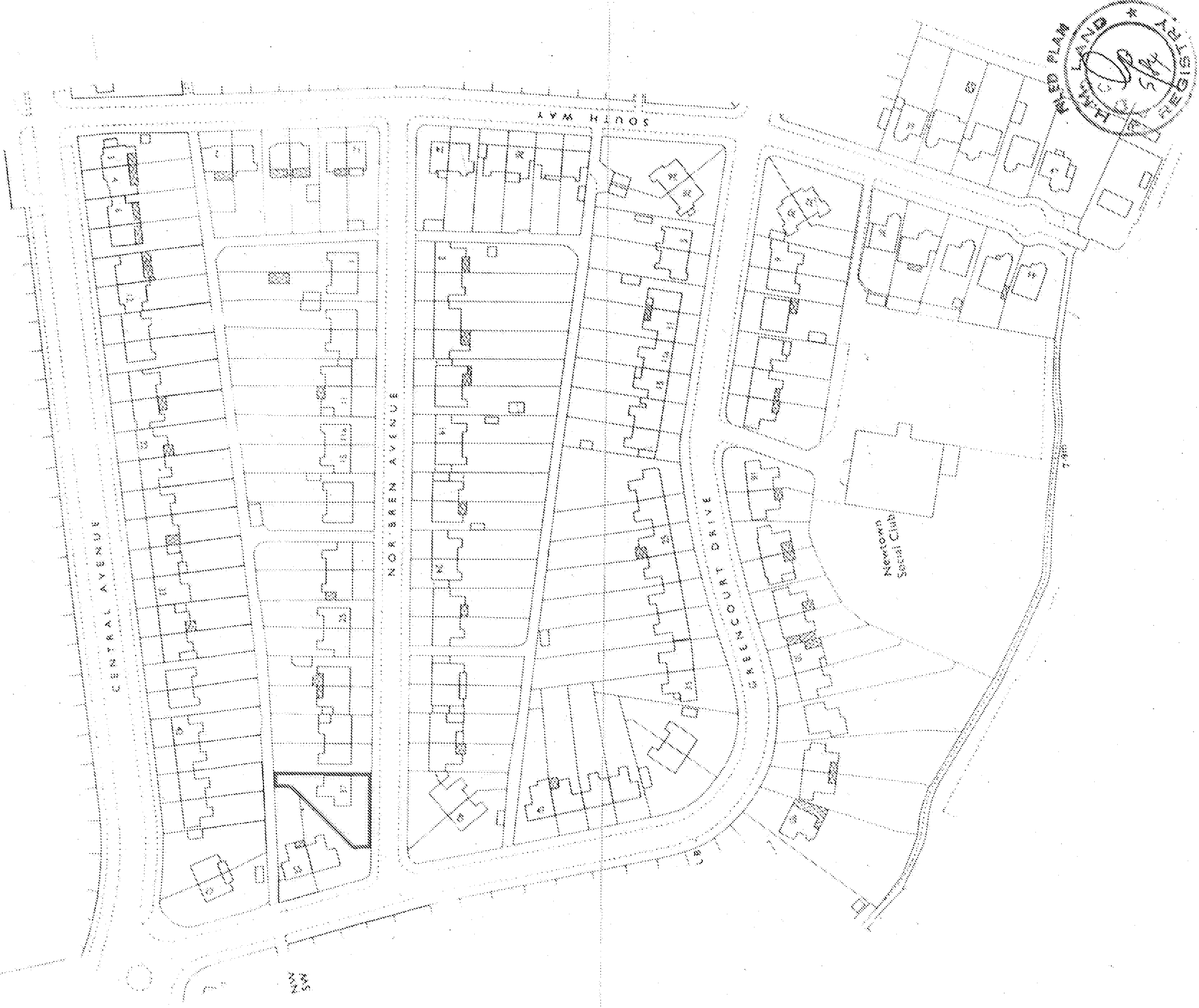
This is a copy of the title plan on 6 FEB 2018 at 14:17:10. This copy does not take account of any application made after that time even if still pending in HM Land Registry when this copy was issued.

This copy is not an 'Official Copy' of the title plan. An official copy of the title plan is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he or she suffers loss by reason of a mistake in an official copy. If you want to obtain an official copy, the HM Land Registry web site explains how to do this.

HM Land Registry endeavours to maintain high quality and scale accuracy of title plan images. The quality and accuracy of any print will depend on your printer, your computer and its print settings. 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.

This title is dealt with by HM Land Registry, Durham Office.

H.M. LAND REGISTRY		TITLE NUMBER	
ORDNANCE SURVEY PLAN REFERENCE		WSX 80906	
COUNTY WEST SUSSEX	SU 9200	SECTION M	Scale 1:1250
DISTRICT ARUN		© Crown copyright 1977	



This official copy is issued, and shows the state of this title plan, on 24 October 2017 at 15:04:55. 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. This title is dealt with by HM Land Registry, Wales Office. © Crown Copyright. Produced by HM Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number 100026316.

