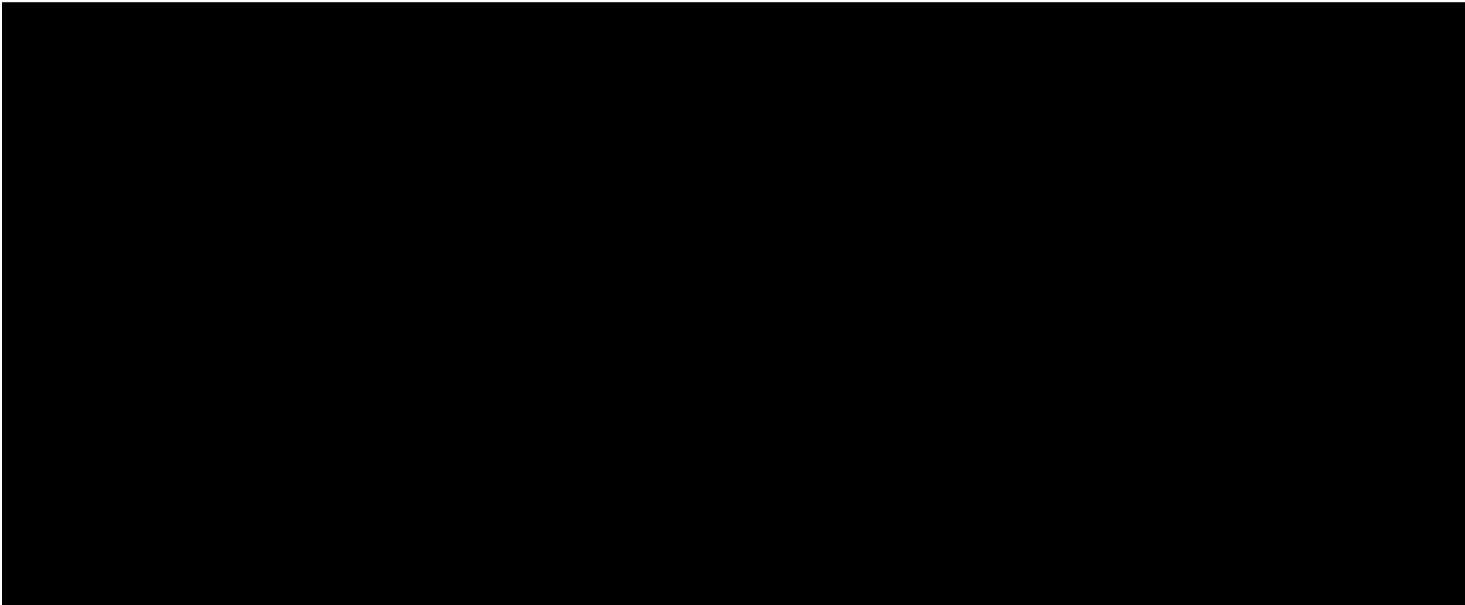




-----Original Message-----

From: Daun Johnson

Sent: 10 January 2017 16:33

To: Legal.Services

Subject: FW: Message from "mfp-planning1"

Thank you,
Daun

Daun Johnson | Technical Support Unit Assistant, Planning and Building Control, Arun District Council | Location:
First Floor, Arun Civic Centre, Maltravers Road, Littlehampton, BN17 5LF

Internal: 37762 | External: +44 (0) 1903 737762 | E-mail: daun.johnson@arun.gov.uk

Visit Arun's web site at www.arun.gov.uk P Save the environment - think before you print.

INSTRUCTION TO LEGAL SERVICES ON A NEW SECTION 106 AGREEMENT

(This instruction form is for **New S106 Agreements/Unilateral Undertakings or Deeds of Variation** only - if your instruction is a query and relates to an existing S106 Agreement please complete the General Instruction form)

Instructing Officer: Daun Johnson

Instructing Service: PLANNING

Instructing Service Cost Centre: D20

Critical Date by which the Application needs to be determined by:

20/01/2017

IMPORTANT

Your matter cannot be progressed without the essential information requested below. Failure to complete this Instruction Form in full and supply all documentation required may result in a delay in carrying out the legal work or outsourcing it. If you change your requirements of the action to be taken, then please inform Legal Services immediately and provide fresh instruction with the relevant authority for your new requirements.

Before you complete the table below, please ensure that the following documentation accompanies this Instruction Form:

- Copy of the relevant Authority – This will be in the form of a Council, Cabinet or Committee Resolution or ICM Decision or Delegated Authority Form. Please see Annex 1 for a blank Delegated Authority Form. If you are unsure who can make the decision in the matter you are dealing with, please see Annex 2
- A plan showing the application site **edged red**, the scale and a north arrow. The land should be clearly identifiable from the plan.

Questions/Instructions:	Please provide answers below:
1. Is this a S106 Agreement, Unilateral Undertaking or a Deed of Variation?	yes
2. When is the Agreement to be completed by?	20/1/2017
3. Planning Application No:	BE/180/16/PL
4. Applicant(s) Name(s):	Mr & Mrs M Wigmore
5. Agent's Name:	Mr David Seaman
6. Postal Description of the land including post code :	Land adjacent to 2 North Bersted Street, Bersted, PO22 9AD
7. Description of the development applied for:	1 No dwelling
8. Full name and address of the Owner(s) of the land:	Mr Michael John & Mrs Deborah Anne Wigmore, Westlands Holt, Westlands, Birdham, Chichester, West Sussex PO20 7HJ
9. Full name and address of Party(ies) to the Agreement:	Mr Michael John & Mrs Deborah Anne Wigmore, Westlands Holt, Westlands, Birdham, Chichester, West

Questions/Instructions:	Please provide answers below:
E.g. Mortgagee, Occupier, Developer, County Council etc	Sussex PO20 7HJ Owners
10. Specify the obligations enforceable by the District Council: Consider: Is the development or use of the land is to be restricted? If yes, specify how. Are any operations or activities to be carried out in, on under or over the land? If yes provide full details. Is the land to be used in a specified way? If yes, provide full details. Is a contribution to be paid? If yes, what for? When is the sum payable? Is the contribution index linked? If yes, specify which indexation is to apply.	£200.00 Legal Fee has been paid 8/12/16
11. Specify the obligations enforceable by the County Council: Consider: Is the development or use of the land is to be restricted? If yes, specify how. Are any operations or activities to be carried out in, on under or over the land? If yes provide full details. Is the land to be used in a specified way? If yes, provide full details. Is a contribution to be paid? If yes, what for? When is the sum payable? Is the contribution index linked? If yes, specify which indexation is to apply.	
12. Owner's solicitor details (name, address, telephone number, email)	
13. Developer's solicitor details (name, address, telephone number, email)	
14. Any other party's solicitor details (name, address, telephone number, email) [please specify which party the solicitor's details are for] [Other parties may include: the County Council, Occupier, Mortgagee]	

Dated _____ 2016

The Owner: *MR AND MRS M WIGNORE*

With Consent of mortgagee: _____

In favour of Arun District Council

DRAFT

UNILATERAL UNDERTAKING

Under Section 106 of the Town and Country Planning Act 1990 Concerning Land
At

Planning Application Ref: *BE/180/16/PL*
Contributions for:

Zone b of Pagham Harbour (Access Management at Pagham Harbour)
Access Management Contribution £ XX.XX

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

THIS UNILATERAL UNDERTAKING is given this _____ 2016

By *MR + MRS WIGNMORE*
Of *WESTLANDS HOLT WESTLANDS BIRCHAM CHICHESTER*
("the Owner") *PO207HJ*

With the consent of

Of

("Mortgagee") who executes this Deed to confirm such consent *NA*

IN FAVOUR OF Arun District Council of Arun Civic Centre Maltravers Road
Littlehampton BN17 5LF ("the Council")

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 by the Application applied 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

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 "Natura 2000 network" means a site designated under European Directives 92/43/EEC The Habitats Directive and 2009/147/EC (consolidated version of 92/47/EEC and amendments) The Birds

related project costs up to a maximum of 5% of the sum or £15,000 which ever shall be the larger

5.3 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. Repayment Clause

The Sum of the Contribution payable under this Deed shall be repaid to the Owner as the Original Payer but without incurring any interest or any other costs on:

- (a) Withdrawal of the Planning Application
- (b) Refusal of the Planning Application by the Local Planning Authority or ,in the event of an appeal ,on appeal whichever is the later
- (c) Expiry of Planning Permission without commencement of the Development

8. Costs

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

9. General

9.1 This Deed shall not bind:

- (a) Statutory undertakers within the meaning of S262 of the Act
- (b) Householder Purchasers of sub plots from the Owner

9.2 This Deed shall be applicable and relate to the Applications and renewals re submissions and variations thereof provided that in the case of variations this shall only apply if the sum of the Contribution stays the same

Directive. Transposed into UK law through the Conservation of Habitat and Species Regulations 2010.

2.5 "Application" means the planning application number Ref for planning permission made by the Owner to develop the Land by

2.6 "Access Management Contribution" means the sum of £ for the purpose of delivering mitigatory actions at Pagham Harbour, which is a designated part of the European Natura 2000 network, arising from this development. This shall include the employment of a 0.5 FTE warden, dog project, additional signage and interpretation material and future monitoring.

2.7 "Land" means the land at

2.8 "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

5.1 The Owner undertakes to pay to the Council the Access Management Contribution on or before commencement of the Development under S56 of the Act to be authorised by any Planning Permission issued pursuant to the Application

5.2 For the avoidance of doubt the Council shall be entitled to utilise a proportion of any monetary contribution specified in this Deed for

SIGNED AS A DEED by the Owners and Mortgagee the day and year first above written

SIGNED as a DEED
by

in the presence of:-

WITNESS NAME
WITNESS ADDRESS

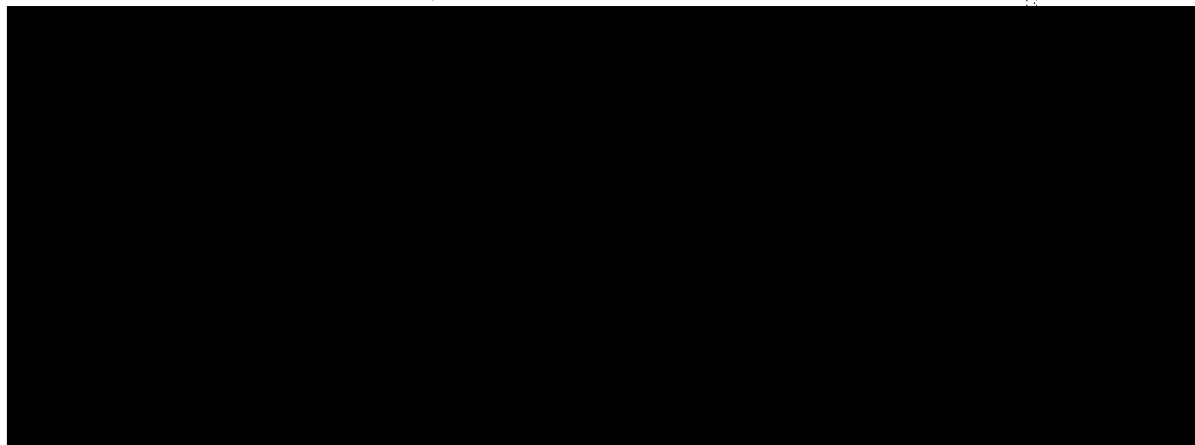
WITNESS OCCUPATION

THE CORPORATE SEAL OF

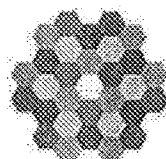
The Mortgagee was hereunto affixed

In the presence of :-

Director/Secretary/Authorised under
Power of Attorney



X



Official copy of register of title

Title number WSX96407

Edition date 28.01.2009

- This official copy shows the entries in the register of title on 28 January 2009 at 15:24:12.
- 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 28 January 2009.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 1 - *A guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry Portsmouth Office.

A: Property register

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

WEST SUSSEX : ARUN

- 1 (12.12.1985) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the South East side of North Bersted Street, Bognor Regis.

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 (28.01.2009) PROPRIETOR: MICHAEL JOHN WIGMORE and DEBORAH ANNE WIGMORE of Westlands Holt, Westlands Estate, Birdham, Chichester, West Sussex PO20 7HJ.

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 30 January 1962 made between (1) George Hylton Bray (Vendor) (2) The Halifax Building Society and (3) Robert George Peter Tullett (Purchaser) contains the following covenants:-

"The Purchaser for himself his heirs assigns and successors in title (but not so as to render him personally liable after he shall have parted with possession of the land) for the benefit of the Vendor's adjoining land coloured green on the plan drawn hereby covenants with the Vendor as

C: Charges register continued

follows:-

Not to erect any building on the land hereby conveyed other than a single storey dwellinghouse and so that no window of such building shall open or face onto the Northern boundary of the land coloured green."

NOTE: The land coloured green referred to above adjoins the North eastern boundary of the property known as Maxted shown on the filed plan.

- 2 By a Deed dated 9 December 1964 made between (1) Robert George Peter Tullett (First Party) and (2) George Hylton Bray (Second Party) the covenants contained in the Conveyance dated 30 January 1962 referred to above were expressed to be released in the following terms:-

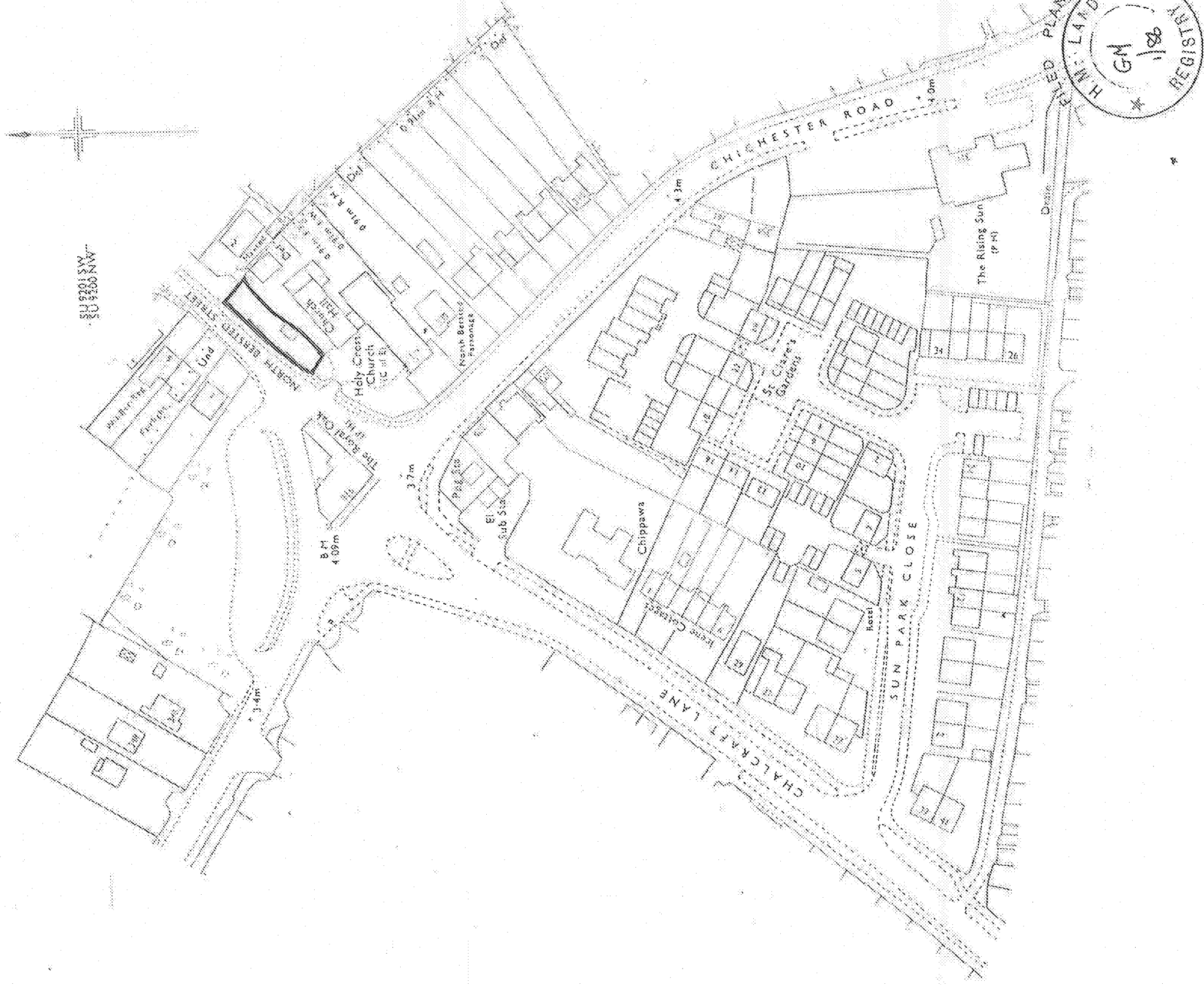
"the second party hereby releases and for ever discharges the first party and his successors in title from the covenants restrictions and conditions entered into by the first party in the said Conveyance of the thirtieth day of January One thousand nine hundred and sixty-two described in the Second Schedule hereto and from all actions proceedings claims and demands for or on account of the said covenants restrictions and conditions."

NOTE: The Second Schedule referred to contains details of the covenants contained in the Conveyance dated 30 January 1962 referred to above.

End of register

H.M. LAND REGISTRY		TITLE NUMBER WSX 96407	
ORDNANCE SURVEY PLAN REFERENCE	SU 9200	SECTION K	Scale 1/1250
COUNTY WEST SUSSEX	DISTRICT ARUN	© Crown copyright 1978	

BERSTED PARISH



OFFICE COPY OF FILED PLAN
ISSUED BY THE
WEYMOUTH DISTRICT
LAND REGISTRY ON
28 NOV 1986

KEY
THE REGISTERED LAND CONSISTING OF THE PART OR
PARTS EDGED WITH A THICK LINE REPRESENTING THE
RED EDGING ON THE FILED PLAN IS MORE PARTICULARLY
DESCRIBED IN THE PROPERTY REGISTER