

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

Dated 7 July 2014

[1] The Owner: Arun District Council

[2] The Mortgagee: none

UNILATERAL UNDERTAKING

Under Section 106 of the Town and Country Planning Act 1990 concerning land at 12
Chichester Road Bognor Regis PO21 2XE

Planning Application Ref: BR/140/14/PL
Contributions for Affordable Housing of £10686
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

7 July 2014

By Arun District Council

Of Arun Civic Centre Maltravers Road Littlehampton BN 17 5LF as owner
undertaking to the Council as Local Planning Authority
("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 :-
no mortgagee
("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 £10686 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 12 Chichester Road Bognor Regis PO21 2XE where a development of 9 flats is proposed to be built by CS Property Consultancy and who have submitted their own planning obligation and which application land is 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

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.

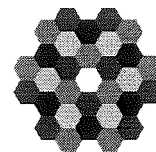
SIGNED as a DEED

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



Official copy of register of title

Title number WSX36811

Edition date 28.02.2013

- This official copy shows the entries on the register of title on 07 JUL 2014 at 10:44:14.
- 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 07 Jul 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 (18.09.1979) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 12 Chichester Road, Bognor Regis (PO21 2XE).
- 2 The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 3 The land edged and lettered A and B on the title plan added to the title on 3 December 1985.

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 (28.02.2013) PROPRIETOR: ARUN DISTRICT COUNCIL of Arun Civic Centre, 1 Maltravers Road, Littlehampton BN17 5LF.
- 2 (28.02.2013) The price stated to have been paid on 4 January 2013 was £200,000.

C: Charges Register

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

- 1 A Conveyance of the land edged and lettered B in red on the filed plan and other land dated 13 May 1903 made between (1) William Tate (Vendor) and (2) Charles John Tate (Purchaser) contains covenants details of

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

C: Charges Register continued

which are set out in the schedule of restrictive covenants hereto.

- 2 A Conveyance of the land edged and lettered A in red on the filed plan dated 1 October 1980 made between (1) The County Council of West Sussex and (2) Paul Adrian Smith and Heather Irene Smith 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 13 May 1903 referred to in the Charges Register:-

"AND the Purchaser hereby covenants with the Vendor that he the Purchaser will keep and observe all the covenants restrictions and conditions set out in the First Schedule hereto.

THE FIRST SCHEDULE above referred to

No hut caravan house on wheels or other chattel or thing intended for use as a dwelling or sleeping apartment nor any booth shooting gallery or roundabout shall be erected made placed or used or be allowed to remain upon the land hereby conveyed and the Vendor or the owners of any land in Gordon Avenue aforesaid may remove or dispose of any such erection or thing and for that purpose may break fences and may forcibly enter upon the land and shall not be responsible for the safe keeping of anything so removed or for the loss thereof or any damage thereto.

The Purchaser shall within three months after being called upon so to do by the Vendor or the owner of any adjoining property make and thereafter maintain a good and sufficient boundary wall or close wooden fence five feet above the present level of the ground on the site marked "T" within the boundary on the plan drawn hereon.

Except an ornamental fence wall or curb and railing or post and rail fence no erection or building whatsoever shall be erected on the said land nearer the road than eight feet and no building to be erected on the said land shall be occupied or used other than as a private dwellinghouse or professional residence nor shall anything be done upon the premises which may be or grow to be a nuisance annoyance or injury to the houses or land adjoining or contiguous thereto or the owners or occupiers thereof

The Purchaser shall not dig and remove on or from the said land any gravel sand clay or soil except what may be necessary in excavating the foundations of any building which may be erected thereon.

No building or other erection whatsoever shall be erected or permitted on the said plot except a good and substantial mesuage with or without outbuildings conservatories greenhouses or stables and of not less value for materials and labour at cost price than Two hundred and seventy five pounds.

The Purchaser shall pay to the Vendor his heirs or assigns the owner or owners for the time being of the residue of the Gordon Avenue Estate the sum of sixpence per annum in respect of the tithe rent charge on the said land hereby conveyed until the redemption of such tithe rent charge such yearly payment to be made in advance the first payment to be made by the Purchaser on completion of the purchase. If the Vendor his heirs or assigns or other the owner or owners as aforesaid shall at any time elect to redeem the tithe rent charge on the said Gordon Avenue Estate the said Purchaser shall bear and pay his proper proportion of the expenses of and incidental to such redemption.

No road street or passage or any description shall at any time be made through or on the land communicating with any adjoining land or premises so as to enable the owners or occupiers thereof to pass into or communicate with Gordon Avenue aforesaid."

NOTE: The T marks referred to above do not affect the land in this title.

Title number WSX36811

Schedule of restrictive covenants continued

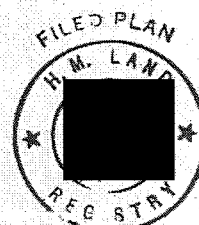
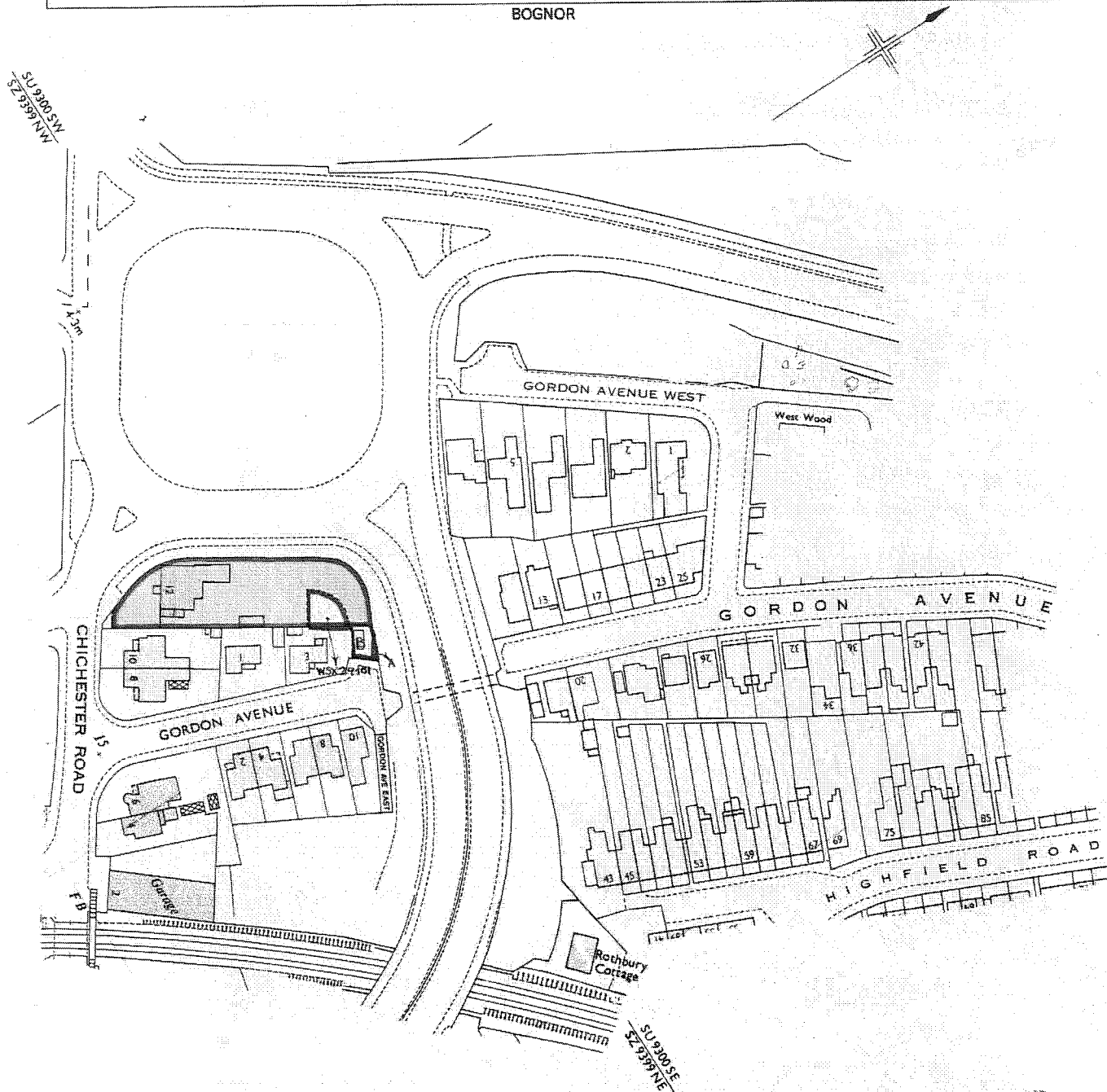
2 The following are details of the covenants contained in the Conveyance dated 1 October 1980 referred to in the Charges Register:-

"1. THE Purchaser covenants with the Vendor that he will not erect any dwelling messuage structure or any other construction upon the land conveyed and will not suffer or allow any other person so to do."

End of register

H.M. LAND REGISTRY		TITLE NUMBER	
		W S X36811 ✓	
ORDNANCE SURVEY PLAN REFERENCE	SU 9300	SECTION U	Scale 1:1250
COUNTY WEST SUSSEX		DISTRICT ARUN	© Crown copyright 1977

BOGNOR



These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from Land Registry.

This official copy is issued on 07 July 2014 shows the state of this title plan on 07 July 2014 at 10:46:48. 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 the Land Registry, Durham Office .

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