

|                                        |                              |
|----------------------------------------|------------------------------|
| <b>Planning Application Reference:</b> | <b>BR/148/11/</b>            |
| <b>Document Type:</b>                  | <b>Section 106 agreement</b> |
| <b>Date of Agreement:</b>              | <b>21st September 2011</b>   |

NB: Above text in bold to be included in free text field.

Check thoroughly for **telephone numbers/email addresses & signatures** and block.  
Check **maps** for signatures and block.

Please return original to s106 Monitoring Officer



Dated: 2<sup>nd</sup> SEPTEMBER 2011

SAL

**Between:**

- [1] Arun District Council [The Owner and The Applicant]
  - [2] Arun District Council [ADC] [The Planning Authority]
- 

**PLANNING OBLIGATION**

**under Section 106 of the Town & Country Planning Act 1990  
and other powers relating to Land at Wee Glenlogie Clarence Road Bognor Regis  
West Sussex**

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**To pay affordable housing contribution of £4416 .00**

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**Arun District Council  
Arun Civic Centre  
Maltravers Road  
Littlehampton  
West Sussex BN17 5LF  
DX57406 LITTLEHAMPTON  
Reference: BR/148/11**

1. **THIS DEED** is by undertaking and is dated \_\_\_\_\_ 2011 and is a Planning Obligation for the purposes of Section 106 Town and Country Planning Act 1990 ("The Act") and is made in favour of Arun District Council

2. **PARTIES**

|           |                                                                                                                              |
|-----------|------------------------------------------------------------------------------------------------------------------------------|
| Owners    | Arun District Council, Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN17 5LF as Housing Planning Authority |
| Applicant | Arun District Council, Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN17 5LF as Housing Planning Authority |
| ADC       | Arun District Council, Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN17 5LF as Local Planning Authority   |

3. **CAPACITIES TO ENTER INTO DEED AND BASIC DEFINITIONS**

| Party     | Capacity                                                                                                                                                                                                                                                                                                                                                                           |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Owner     | Freehold owner [for the purposes of a Housing Authority ] under HMLR registered Title no P22902 of land at Wee Glenlogie Clarence Road Bognor Regis West Sussex ("The Land") shown for identification only edged black on the attached plan and the applicant for planning permission described below<br>The Land is surplus to the requirements of ADC as Local Housing Authority |
| Applicant | The Applicant as Local Housing Authority has applied for Planning Permission under Application Ref: BR/148/11 for demolition of Wee Glenlogie and construction of 2 dwellings with parking in front garden and "Planning Applications" and "Development" shall be construed accordingly                                                                                            |
| ADC       | Local Planning Authority under Town and Country Planning Act 1990 and (as relevant) as payee in relation to the statutory functions and purposes identified herein in clause 5 namely affordable housing provider /facilitator .                                                                                                                                                   |

4. **BACKGROUND**

- 4.1 The Applicant has made the Planning Application which the ADC is minded to grant subject to the making of the payments specified within this Deed which are required under the Act and Planning Policy Guidance to mitigate any ill effects of the Development and in particular the shortage of affordable housing as identified in the Affordable Housing Policy .

5. **CONTRIBUTIONS PAYABLE**

- 5.1 The Owner and the Applicant as Local Housing Authority undertakes with the ADC as Local Planning Authority to:-

- (i) make the payments specified below
- (ii) to the payee specified below
- (iii) for the purposes specified below
- (iv) and at the time specified below

| Payee | Time for Payment ("the Due Date")                                                        | Amount    | Statutory Function and Purpose                            |
|-------|------------------------------------------------------------------------------------------|-----------|-----------------------------------------------------------|
| ADC   | On or before Commencement of the Development for any purposes of the Planning Permission | £4416 .00 | Affordable Housing within the whole of the Arun District. |

5.2 The Owner and the Applicant as Local Housing Authority undertakes with ADC as Local Planning Authority not to start the Development until the payments are made.

## 6.1 LEGAL AND MONITORING COSTS

The Owner and the Applicant as Local Housing Authority undertakes with ADC as Local Planning Authority to :-

- [a] pay in addition to the above Contributions
- [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                                    |
|-------|--------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|
| ADC   | On Commencement of the Development for the purposes of the Planning Permission | £100[minor application]<br>PLUS<br><u>£50 per planning obligation in the deed</u><br><u>viz 1 x 50 = 5</u><br><u>TOTAL £ 150.00</u> | ADC Monitoring of compliance with the Deed |

### Legal Costs of ADC

- 6.1 ADC acknowledges the receipt from the Owner and Applicant the sum of £450 to pay its reasonable legal fees

### Monitoring Costs of ADC

6.2 For the avoidance of doubt ADC as Local Planning Authority 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 ADC as Local Planning Authority 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. ADDITIONAL CLAUSES

## **7.1 Start Date of this Deed and Obligations**

7.1.1. This Deed will take effect on the grant of the Planning Permission.

7.1.2. S56 of the Act will apply to determine commencement of the Development and in the event of any uncertainty or disagreement concerning this date the determination of ADC shall be final.

7.1.3. On Commencement of the Development the Owner and the Applicant will send to ADC written Notice of that event in the Form of the Notice in Schedule 1.

## **7.2 Index Linking**

### **General**

7.2 The Owner and the Applicant as Local Housing Authority undertake to ADC as Local Planning Authority that any sums payable by the Owner or the Applicant under this Deed shall be increased by the application of the following formula:

$$A = B \times \frac{C}{D}$$

where:

- A is the sum actually payable on the Specified Date/ Payment Date
- B is the original sum mentioned in this Deed
- C is the Building Cost Information Service National All-In Tender Price Index for the quarter preceding the Specified Date/Payment Date
- D is the Building Cost Information Service National All-In Tender Price Index for the quarter preceding the date of this Deed
- $\frac{C}{D}$  is equal to or greater than 1

The adjustment in clause 6.1 shall only be made where the Specified /Payment Date is more than 6 months after the date of this undertaking

## **8.3 Interest of Payments**

The Owner and the Applicant as Local Housing Authority undertakes with ADC as Local Planning Authority to pay interest on sums due to ADC as Local Planning Authority under this Deed but not paid on the Due Date from the Due Date until actual payment. The rate of interest shall be 4% above the HSBC Bank base rate from time to time.

## **9.4 Payment Notice**

All payments due under this Deed will be sent to the payee with a duly completed Notice in the Form of Schedule 2.

## **10. GENERAL**

- 10.2 This Deed does not restrict or fetter the statutory powers of ADC .
- 10.3 If more than one party to this Deed agrees or undertakes with another then that agreement or undertaking shall be enforceable against that person jointly or severally.
- 10.4 This Deed confers no benefit on any Third Party under Contracts (Third Party Rights) Act 1999.
- 10.5 This Deed shall apply to the Development as authorised by the Planning Permission or as varied or renewed from time to time.
- 10.6 This Deed is a Local Land Charge and shall be registered as such.
- 10.9 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

## 11. VERIFICATION OF TITLE AND OBLIGATIONS

If the Applicant is not the freehold owner of the Land when this Deed is signed then the Applicant will:-

- (i) on becoming the freehold owner notify ADC in writing as soon as practicable.
- (ii) when and if required by ADC enter into and execute a Deed to Verify the Applicants Title as freeholder and to reconfirm the Planning Obligations set out herein including re-executing this Deed.

THIS DEED is signed and sealed by the parties as a Deed on the date first appearing.

AS OWNER APPLICANT AND LOCAL  
PLANNING AUTHORITY THE COMMON  
SEAL OF ARUN DISTRICT COUNCIL  
WAS HEREUNTO AFFIXED IN THE  
PRESENCE OF

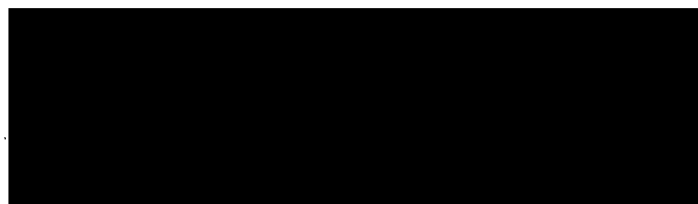


Seal Book Number

202/2011

Proper Officer  
Name:

Position:



## **SCHEDULE 1**

### **Commencement Notice**

#### **Pursuant to Clause 4.2 in Planning Obligation Described Below**

Failure to use this form may prejudice your ability to prove compliance with the planning obligation.

I advise you that the Development described below was commenced on the Start Date stated in this Notice.

Dated            this \_\_\_\_\_ day of \_\_\_\_\_ 200

Signed \_\_\_\_\_

On Behalf Of: \_\_\_\_\_

|                        |                                                                                                                                                         |
|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>TO:</b>             | [1] Head of Planning Services, Arun District Council, Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN17 5LF (DX: 57406) Littlehampton |
| <b>FROM:</b>           |                                                                                                                                                         |
| <b>DEVELOPMENT AT:</b> |                                                                                                                                                         |

## SCHEDULE 2

### Payment Notice

Payment of Monies due under a Section 106 Planning Obligation.

Failure to use this form may mean problems with acknowledgment of payment and may prejudice your ability to prove compliance with the planning obligation.

|                                                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| If ADC is Payee :                                                                                                                                              |
| Head of Planning Services<br>Arun District Council<br>Arun Civic Centre<br>Maltravers Road<br>Littlehampton<br>West Sussex BN 17 5LF<br>DX 57406 Littlehampton |

Please answer all the questions.

1. Payment to be made by/on behalf of.....
2. Land at:.....
3. Agreement dated:.....
4. Planning application reference number [*where applicable*]
5. Obligation in Agreement

|     |                                         |  |
|-----|-----------------------------------------|--|
| [a] | Clause No.                              |  |
| [b] | Clause No                               |  |
| [c] | Contribution towards affordable housing |  |
| [d] | Amount of contribution                  |  |
| [e] | Date upon which contribution is due     |  |
| [f] | Amount of contribution enclosed         |  |
| [g] | Amount of monitoring sum                |  |

|                                                     |  |
|-----------------------------------------------------|--|
| <b>PLANNING PERMISSION<br/>DATE &amp; REFERENCE</b> |  |
| <b>PLANNING OBLIGATION<br/>DATE &amp; PARTIES</b>   |  |
| <b>START DATE:</b>                                  |  |



# Official copy of register of title

Title number P22902

Edition date 29.09.2011

- This official copy shows the entries in the register of title on 29 September 2011 at 15:25:05.
- 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 29 September 2011.
- 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](http://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 (22.01.1927) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Glenlogie, Clarence Road, Bognor Regis (PO21 1JT).
- 2 The mines and minerals are included.

## 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 (29.09.2011) PROPRIETOR: ARUN DISTRICT COUNCIL of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN17 5LF.
- 2 (29.09.2011) The value as at 29 September 2011 was stated to be between £200,001 and £500,000.

## C: Charges register

This register contains any charges and other matters which affect the title.

## C: Charges register continued

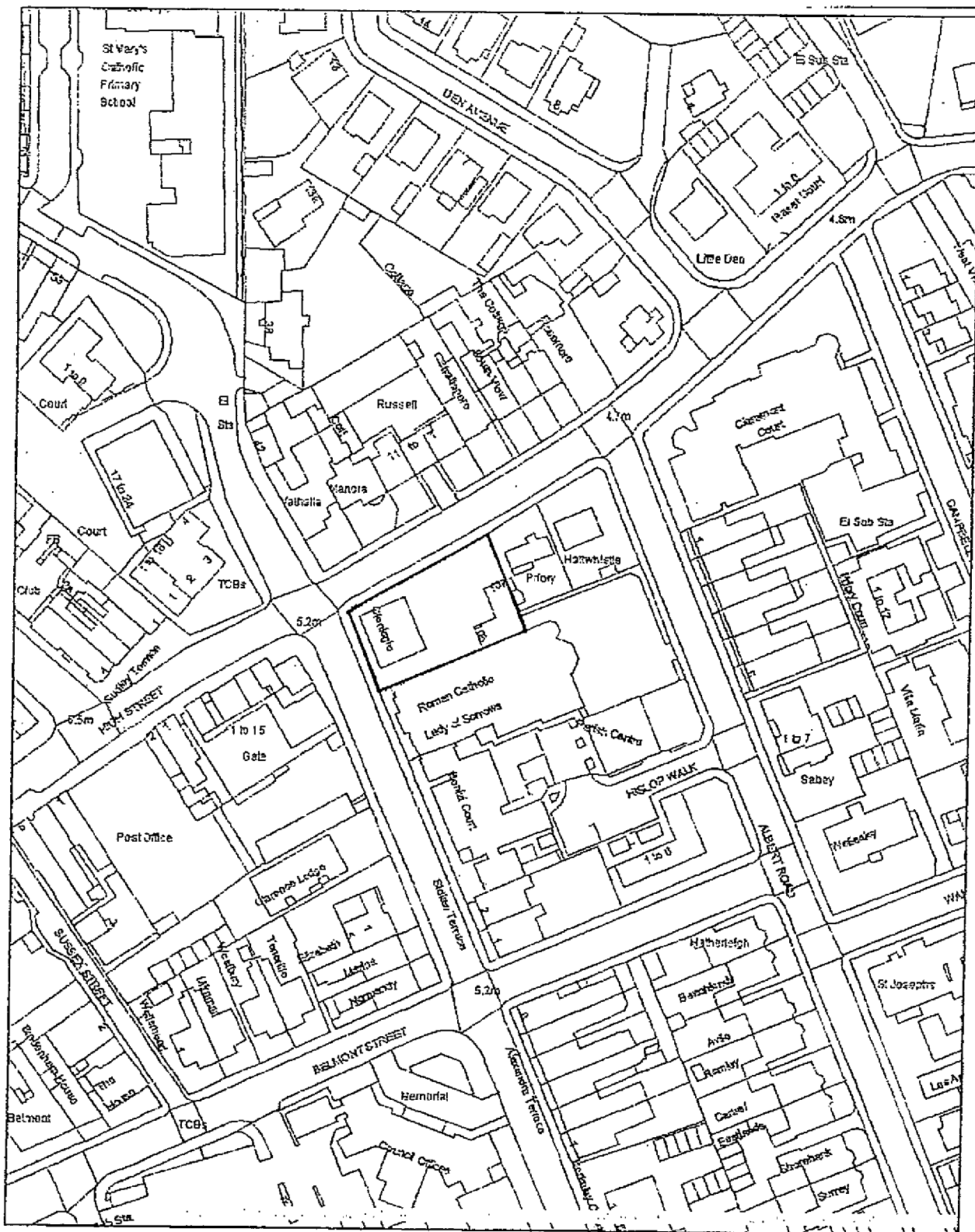
The said William Burt Wright, Daniel John Cooke and George Best McNair do hereby for themselves their heirs executors administrators and assigns covenant with the said Henry Masterman his heirs and assigns and as a separate covenant with the said John Masterman his heirs and assigns and to the intent that such covenant may run with and bind the land in the possession of any assigns of the purchasers whether having actual notice of such covenant or not that they the said William Burt Wright, Daniel John Cooke and George Best McNair their heirs or assigns will at all times hereafter duly observe and perform the building stipulations comprised in the schedule hereto".

### THE SCHEDULE

#### Building stipulations.

1. Nothing shall be erected nearer the road than the dotted line shewn on the plan (10 feet from boundary) except boundary walls or fences which shall not exceed 6 feet in height without the permission in writing of the Vendor.
2. The said William Burt Wright, Daniel John Cooke and George Best McNair are forthwith to make and afterwards maintain the boundary fences next to the road and by the side of the land conveyed marked T within the boundary.
3. Not more than one house with proper outbuildings and offices thereto shall be built on any one of the lots forming the land hereby granted. All buildings are to be constructed in a substantial manner.
4. No house shall be erected on the land of less value than Five hundred pounds.
5. No building shall be erected or used as a public-house ware-house workshop or factory or otherwise than as a private dwellinghouse or as offices or stabling appurtenant to such a house. Shops may however be erected and used as such. No steam engine or operative machinery shall be fixed upon the land hereby granted nor shall any noisome or offensive trade be carried on"

End of register



**ARUN**  
DISTRICT COUNCIL

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Arun District Council 100018487.

Scale 1/1250

Date 23/9/2011

Centre = 493849 E 99151 N

