

Dated:

16 July 2013

Between:

[1] EJW & LA Jenkinson

[The Owner]

[2] Arun District Council

[ADC]

PLANNING OBLIGATION

under Section 106 of the Town & Country Planning Act 1990
and other powers relating to Land at
West Sussex

To pay affordable housing contribution of £2,208.00

Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF
DX57406 LITTLEHAMPTON
Reference:

- 16 July
1. THIS DEED of Agreement is dated _____ 2013 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 which shall be the enforcing authority in respect of this Deed.

2. PARTIES

Owners	Edwin James Whitford Jenkinson and Lesley Ann Jenkinson
ADC	Arun District Council, Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN17 5LF

3. CAPACITIES TO ENTER INTO DEED AND BASIC DEFINITIONS

Party	Capacity
Owner	Freehold owner under HMLR registered Title no WSX 233684 of land at 19 Lennox Street Bognor Regis West Sussex ("The Land") shown for identification only edged black on the attached plan and the applicant for planning permission described below
	Planning Permission has been sought under Application Ref: for a BR/291/12 for two x 1 bedroom dwellings 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 Planning Application has been made 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 .
- 4.2 The Mortgagee, Nationwide Building Society of Nationwide House Pipers Way Swindon SN38 1NW, has refused to be a party to this Deed so the Payment referred to in clause 5 below shall be subject to the conditions set out in that clause.

5. CONTRIBUTIONS PAYABLE

- 5.1 The Owner agrees with the ADC 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 Signature of this Deed	£2,208.00	Affordable Housing within the whole of the Arun District.

- 5.2 The Owner agrees with ADC not to start the Development until the payment is made.

5.3 In consideration of the agreements by the Owner contained in this Deed and the Payment of the Sum to ADC which ADC hereby acknowledges the ADC agrees with the Owner as follows:-

[a] To hold the payment referred to in this clause for use towards the provision of Affordable Housing within the whole of the Arun District or to help towards that aim and to return the sum to the Owner or a person nominated by the Owner in writing without interest when the sooner of any of the events set out below occurs.

[b] The Planning Application is withdrawn.

[c] The Planning Application is refused by ADC or if there is an appeal against refusal by the ADC by when the Appeal is refused by the Planning Inspectorate.

[d] The sum is not spent and there is no contract made to spend it within the expiration of 5 years from the payment of the sum to ADC.

6. LEGAL AND MONITORING COSTS

6.1 The Owner agrees with ADC 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	Before completion of this Deed	£200	ADC Legal Fees
ADC	On Commencement of the Development for the purposes of the Planning Permission	£150 minor application	ADC Monitoring of compliance with the Deed

Legal Costs of ADC

6.2 ADC acknowledges the receipt from the Owner the sum of £200 to pay its reasonable legal fees.

Monitoring Costs of ADC

6.3 For the avoidance of doubt ADC 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

6.4 For the avoidance of doubt the above charges are standard charges and shall not preclude ADC 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

The Owner agrees with ADC as follows:-

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 will send to ADC written Notice of that event in the Form of the Notice in Schedule 1.

7.2 Index Linking

General

7.2.1 The Owner agrees with ADC that any sums payable by the Owner 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 Retail Price index RPI Index for the quarter preceding the Specified Date/Payment Date

D is the Retail Price Index RPI Index for the quarter preceding the date of this Deed

$\frac{C}{D}$

is equal to or greater than 1

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

8. Interest of Payments

The Owner undertakes with ADC pay interest on sums due to ADC 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 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

- 10.1 This Deed is not a Planning Permission or any other form of consent under any other function of ADC .
- 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 or re submitted 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

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

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: _____

TO:	[1] Head of Planning Services, Arun District Council, Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN17 5LF (DX: 57406) Littlehampton
FROM:	
DEVELOPMENT AT:	
NATURE OF DEVELOPMENT:	
PLANNING PERMISSION DATE & REFERENCE	
PLANNING OBLIGATION DATE & PARTIES	
START DATE:	

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 Arun District Council Arun Civic Centre Maltravers Road Littlehampton West Sussex BN 17 5LF 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	

H.M. LAND REGISTRY		TITLE NUMBER	
		WSX233084	
ORDNANCE SURVEY PLAN REFERENCE	SZ 9398	SECTION B	Scale 1/1250
COUNTY WEST SUSSEX	DISTRICT ARUN	© Crown copyright 1987	



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.

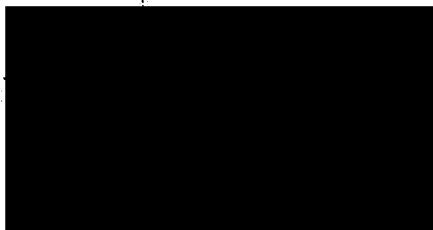
If ADC is Payee :
Head of Planning Services Arun District Council Arun Civic Centre Maltravers Road Littlehampton West Sussex BN 17 5LF DX 57406 Littlehampton

Please answer all the questions.

1. Payment to be made by/on behalf of...Edwin and Lesley Jenkinson
2. Land at: 19 Lennox Street Bognor Regis West Sussex PO21 1NA
3. Agreement dated:
4. Planning application reference number [where applicable] BR/291/12
5. Obligation in Agreement

[a]	Clause No.	5.1
[b]	Clause No	
[c]	Contribution towards affordable housing	
[d]	Amount of contribution	£2,208
[e]	Date upon which contribution is due	
[f]	Amount of contribution enclosed	£2,208
[g]	Amount of monitoring sum	

SIGNED AS A DEED BY
THE FIRST OWNER IN THE
PRESENCE OF



39, PENFOLD WAY

STEYNOR

WEST SUSSEX

BN14 3PG

SIGNED AS A DEED BY
THE SECOND OWNER IN THE
PRESENCE OF



39, PENFOLD WAY

STEYNOR

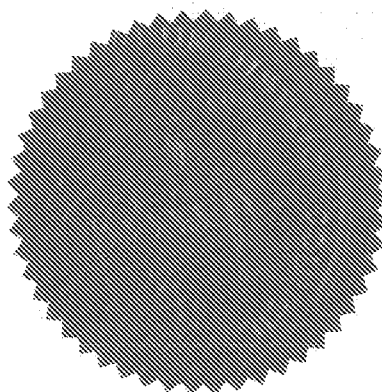
WEST SUSSEX

BN14 3PG

THE CORPORATE SEAL OF
ARUN DISTRICT COUNCIL WAS
HEREUNTO AFFIXED IN THE PRESENCE OF

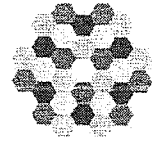


Salicitor



AUTHORISED SIGNATORY
SEAL BOOK NO

11771013



Official copy of register of title

Title number WSX233684 Edition date 14.03.2000

- This official copy shows the entries on the register of title on 14 JAN 2013 at 09:15:35.
- 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 14 Jan 2013.
- 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 (09.07.1999) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 19 Lennox Street, Bognor Regis, (PO21 1NA).

2 (09.07.1999) The land has the benefit of the following rights granted by the Conveyance dated 7 September 1920 referred to in the Charges Register:-

"Together with a right of way for all proper purposes and at all times but on foot only over the four foot right of way shown on the said plan running between Lennox Street and Belmont Street. The Purchasers their heirs and assigns paying their proportion of keeping the said right of way 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 (09.07.1999) PROPRIETOR: EDWIN JAMES WHITFORD JENKINSON and LESLEY ANN JENKINSON of 19 Lennox Street, Bognor Regis, W Sussex, PO21 1NA.

2 (09.07.1999) RESTRICTION: No disposition by a sole proprietor of the land (not being a trust corporation) under which capital money arises is to be registered except under an order of the registrar or of the Court.

Title number WSX233684

C: Charges Register

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

- 1 (09.07.1999) The land is subject to the following rights reserved by a Conveyance of the land in this title dated 7 September 1920 made between (1) Sarah Bowling Davey (Vendor) (2) Sarah Bowling Davey and Edward Gaston King and (3) James Herbert Gafford and Albert Ernest Funnell (Purchasers):-

"except and reserved unto the Vendors and all other persons entitled to use the same a full right of way at all times hereafter (in common with the Purchasers their heirs and assigns) over the said piece of land coloured yellow on the said plan"

NOTE: The land coloured yellow referred to forms the part of the accessway at the rear of and included in the land in this title.

- 2 (09.07.1999) REGISTERED CHARGE dated 13 May 1999 to secure the moneys including the further advances therein mentioned.
- 3 (09.07.1999) Proprietor: NATIONWIDE BUILDING SOCIETY of Nationwide House, Pipers Way, Swindon L SN38 1NW.

End of register

H.M. LAND REGISTRY		TITLE NUMBER WSX233684	
ORDNANCE SURVEY PLAN REFERENCE	SZ 9398	SECTION B	Scale 1/1250
COUNTY WEST SUSSEX	DISTRICT ARUN	© Crown copyright 1987	

