

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

Dated 18/08 2014

[1] The Owner: IAN FRANK EVERARD (J.F.I. DEVELOPERS)

[2] The Mortgagee: NONE

UNILATERAL UNDERTAKING

Under Section 106 of the Town and Country Planning Act 1990 concerning land at

LAND ADJACENT TO 65B GRAVITS LANE BOGNOR

Planning Application Ref:

Contributions for Affordable Housing of £ 1656.00

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

2012

By *IAN FRANK EVERARD*

Of *381 PORTLAND ROAD, HOVE, EAST SUSSEX BN3 5SG*

("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 :-

("The Mortgagee") *NONE*

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 £1656 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 *LAND ADJACENT TO 65B GRANITS LANE BOGNOR* 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	IAN FRANK EVERARD	
Name	Daun Johnson	
Address	ADC. Maltravers Road, LA	
Occupation	Planning Tech Support	

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

IVYDALE ROAD BOGNOR REGIS WEST SUSSEX

GRAVITS LANE

BOGNOR REGIS WEST SUSSEX

65 B

LAND ADJACENT
TO
65B
GRAVITS LANE
BOGNOR

67

69

71

73

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SCALE 1:200
DRAWN J. EVERARD
DATE 31/1/2014

N

LOCATION PLAN
LAND ADJACENT TO 65B GRAVITS LANE BOGNOR

①

Land Registry

Transfer of part of registered title(s)

TP1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Give full name(s).

Complete as appropriate where the transferor is a company.

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

1	Title number(s) out of which the property is transferred: WSX96956
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: THE LAND ADJACENT TO 65B GRAVITS LANE BOGNOR REGIS WEST SUSSEX PO21 5LW The property is identified ☒ on the attached plan and shown: EDGED RED ☐ on the title plan(s) of the above titles and shown:
4	Date: 30th May 2014
5	Transferor: PHILIP ANTONY STACEY AND LARA STACEY <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
6	Transferee for entry in the register: JPI DEVELOPERS LIMITED <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 08936055 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
7	Transferee's intended address(es) for service for entry in the register: 381 PORTLAND ROAD HOVE EAST SUSSEX BN3 5SG 23 FERRING LANE FERRING WEST SUSSEX BN12 6QT

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, or
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to Land Registry's Public Guide 18 - *Joint property ownership* and Practice Guide 24 - *Private trusts of land* for further guidance. These guides are available on our website www.landregistry.gov.uk

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

8 The transferor transfers the property to the transferee

9 Consideration

- ☒ The transferor has received from the transferee for the property the following sum (in words and figures):

TWENTY THOUSAND POUNDS (£20,000.00)

- ☐ The transfer is not for money or anything that has a monetary value
- ☐ Insert other receipt as appropriate:

10 The transferor transfers with

- ☒ full title guarantee
- ☐ limited title guarantee

11 Declaration of trust. The transferee is more than one person and

- ☐ they are to hold the property on trust for themselves as joint tenants
- ☐ they are to hold the property on trust for themselves as tenants in common in equal shares
- ☐ they are to hold the property on trust:

12 Additional provisions Definitions

In this transfer:

12.1.1 'the Plan' means the plan annexed to this transfer

12.1.2 'the Retained Land' means the property known as 65b Gravits Lane Bognor Regis West Sussex PO21 5LW as edged in blue on the Plan retained by the Transferor being that part of the land comprised in title number WSX96956 as is not comprised in the Property

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

12.1.3 'Services' means water, soil, effluent, gas, fuel, oil, electricity, telephone, television, visual, audio, fax, electronic mail, data, information, communications and other services

12.1.4 'the Service Apparatus' means sewers, drains, channels, pipes, watercourses, gutters, wires, cables, and other conducting media and associated equipment

12.1.5 'the Shared Accessway' is the land shown coloured green on the Plan

Rights granted for the benefit of the property

12.2 The Property is transferred together with the following rights for the Transferee and his successors in title his tenants servants and licensees in common with all other persons having the like right at all times hereafter to:

12.2.1 Lay or construct at any time and to connect (if required) to the existing Service Apparatus serving the Retained Land and afterwards to maintain in or under or over the Retained Land (with access in so far as may be necessary onto the Retained Land) the Service Apparatus for the benefit of any part of the Property subject to the Transferee giving reasonable notice to the Transferor (save in the event of an emergency) and making good any damage caused to the Retained Land to the reasonable satisfaction of the Transferor

12.2.2 The free and uninterrupted passage and running of the Services in or under the Retained Land for the use and enjoyment of the Property

12.2.3 To enter onto the Retained Land with or without workmen and specialised services for the purposes of maintaining and repairing the Property subject to the Transferee giving reasonable notice to the Transferor (save in the event of an emergency) and making good any damage caused to the reasonable satisfaction of the Transferor

12.2.4 To enter onto the Retained Land with or without workmen and specialised services for the purposes of repairing maintaining renewing and relaying or removing the Service Apparatus subject to the Transferee giving reasonable notice to the Transferor (save in the event of an emergency) and making good any damage caused to the reasonable satisfaction of the Transferor

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Rights reserved for the benefit of other land

12.3 There are reserved out of the Property for the benefit of each and every part of the Retained Land the following rights for the Transferor and his successors in title his tenants servants and licensees in common with all other persons having the like right at all times hereafter to:

12.3.1 Pass and repass at all times and for all purposes on foot only over the Shared Accessway subject to the Transferor and his successors in title paying a fair proportion of the cost of repair maintenance renewal and relaying of the Shared Accessway

12.3.2 Lay or construct at any time and afterwards to maintain in or under or over the Property (with access in so far as may be necessary onto the Property) the Service Apparatus for the benefit of any part of the Retained Land subject to the Transferor giving reasonable notice to the Transferee (save in the event of an emergency) and making good any damage caused to the Property to the reasonable satisfaction of the Transferee

12.3.3 The free and uninterrupted passage and running of the Services in or under the Property for the use and enjoyment of the Retained Land

12.3.4 To enter onto the Property with or without workmen and specialised services for the purposes of maintaining and repairing the Retained Land subject to the Transferor giving reasonable notice to the Transferee (save in the event of an emergency) and making good any damage caused to the reasonable satisfaction of the Transferee

12.3.5 To enter onto the Property with or without workmen and specialised services for the purposes of repairing maintaining renewing and relaying or removing the Service Apparatus subject to the Transferor giving reasonable notice to the Transferee (save in the event of an emergency) and making good any damage caused to the reasonable satisfaction of the Transferee

12.3.6 To retain eaves, gutters, spouts, downpipes and similar structures, if any, incidental to the use of the Retained Land that overhang or protrude onto the Property

Include words of covenant.

Restrictive covenants by the transferee

Include words of covenant.

Restrictive covenants by the transferor

The Transferor covenants with the Transferee to observe and perform the restrictions contained in clause 12.5.2 ('the Transferor's Restrictions') and it is agreed and declared that:

12.5.1.1 the benefit of this covenant is to be attached to and enure for each and every part of the Property

12.5.1.2 the burden of this covenant is intended to bind and binds each and every part of the Retained Land into whosoever hands it may come but not so as to render the Transferor personally liable for any breach of this covenant arising after the Transferor has parted with all interest in the Retained Land

12.5.2 The Transferor's Restrictions are the following:

12.5.2.1. not to use the Retained Land or permit it to be used otherwise than as a private dwelling-house with an ancillary garage for the use and occupation of one family only.

12.5.2.2. not for 2 years from the date of this Deed to make or permit any structural alteration or extension to the dwelling-house or permit any garage to be erected on the Retained Land unless plans showing the layout, design and elevation accurately have first been submitted for the Transferee's approval, which may not be unreasonably withheld.

Insert here any required or permitted statements, certificates or applications

Other

and any agreed declarations and so on.

12.6 Positive covenants by the Transferee

12.6 To the intent so as to bind the Property into whosoever hands the same may come the Transferee and his successors in title hereby covenants with the Transferor and his successors in title for the benefit of the whole and every part of the Retained Land:-

12.6.1. To maintain in good repair and condition the Shared Accessway

12.7 Positive covenants by the Transferor

To the intent so as to bind the Retained Land into whosoever hands the same may come the Transferor and his successors in title hereby covenants with the Transferee and his successors in title for the benefit of the whole and every part of the Property

12.7.1 To pay an equal share of the cost of maintenance and repair of the Shared Accessway

12.7.2 To maintain in good repair and when necessary renew with a fence of similar specification the boundary fence on the side the Retained Land marked with an inward facing 'T' on the Plan.

12.8 Declarations

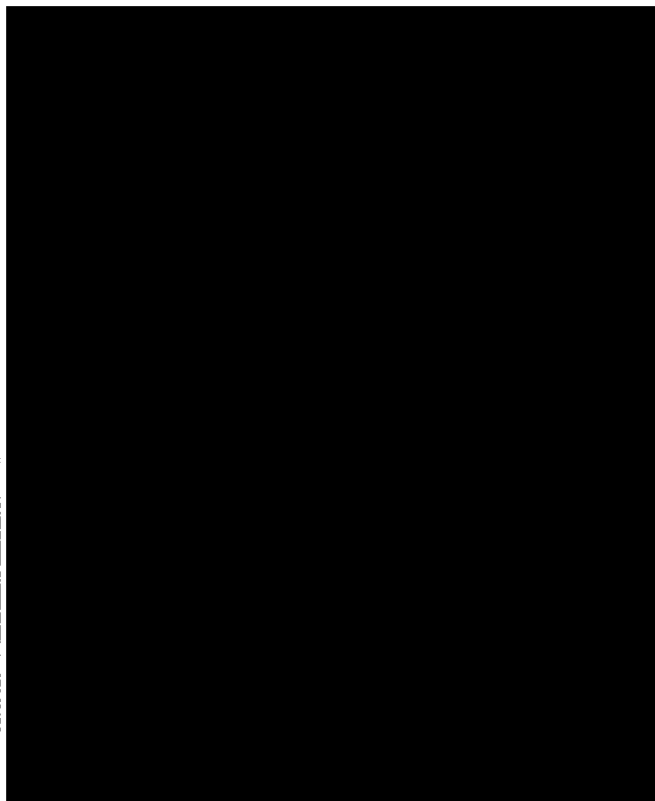
12.8.1. It is hereby agreed and declared that there is excluded from this Transfer any implied rights covenants easements or privileges or other matters

12.8.2. Neither party shall by virtue of this Deed acquire any right of light or air which would prejudice the free use and enjoyment of the other parties land for a building or development or for any other purpose

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee may also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to Land Registry's Public Guide 18 - *Joint property ownership* and Practice Guide 24 - *Private trusts of land* for further guidance.

13 Execution



WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

IVYDALE ROAD BOGNOR REGIS WEST SUSSEX

GRAVITY LANE BOGNOR REGIS WEST SUSSEX

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SCALE 1:200

