

Dated:

23RD MAY 2016

Between:

[1] SR Royall [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 17 Lennox Street Bognor Regis
West Sussex

To pay :-
Pagham Harbour Contribution £1275.00 .

Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF
DX57406 LITTLEHAMPTON
Reference: BR/20/16/PL

1. **THIS DEED of Agreement** is dated 23rd May 2016 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	Simon Russell Royall of 17 Lennox Street Bognor Regis PO21 1NA
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 69073 of land at the above named 17 Lennox street 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:BR/20/16/PL for a 1 bedroom studio apartment 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 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 Pagham Harbour Policy.
- 4.2 The Mortgagee 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	£1275.00	Pagham Harbour Management and maintenance and promotion

- 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 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

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

$\frac{C}{D}$

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.

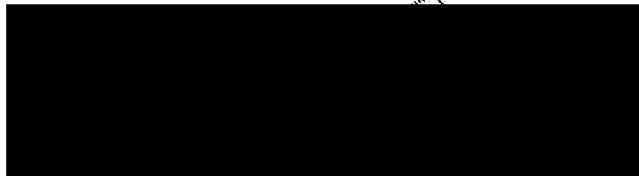
If ADC is Payee :
Head of Planning Services Arun District Council Arun Civic Centre Maltravers Road Litttlehampton West Sussex BN 17 5LF DX 57406 Littlehampton

Please answer all the questions.

1. Payment to be made by Simon Russell Royall
2. Land at: 17 Lenox Street Bognor Regis West Sussex
3. Agreement dated: - 23rd May 2016
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	

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



22. Mr. Ravi Kumar

Arundel

2016/17

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

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

AUTHORISED SIGNATORY
SEAL BOOK NO

Dated: 10TH MAY 2016

Between:

[1] Simon Russell Royall [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 17 Lennox Street Bognor Regis
West Sussex

To pay :-

[a] affordable housing contribution of £1104.00

[b] Pagham Harbour Contribution £1275.00 .

Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF
DX57406 LITTLEHAMPTON
Reference: BR/20/16/PL

1. **THIS DEED of Agreement** is dated 10TH MAY 2016 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	Simon Russell Royall
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 69063 of land at the above named 17 Lennox street 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: BR/20/16/PL for a 1 bedroom studio apartment 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 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 and Pagham Harbour Policy.
- 4.2 The Mortgagee 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	£1104 .00	Affordable Housing within the whole of the Arun District.
		£1275.00	Pagham Harbour Management and maintenance and promotion

- 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.

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SCHEDULE 1

Commencement Notice

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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: Simon Russell Royall

TO:	[1] Head of Planning Services, Arun District Council, Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN17 5LF (DX: 57406] Littlehampton
FROM:	Simon Russell Royall

DEVELOPMENT AT:	17 Lennox Street Bognor Regis West Sussex PO21 1NA
NATURE OF DEVELOPMENT:	Construction of 1 bedroom studio apartment
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 Litttlehampton West Sussex BN 17 5LF DX 57406 Littlehampton

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[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	

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



MARK LYONS
32 SILVERBACH DRIVE
MIDDLETON ON SEA
PO22 6SJ

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

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

AUTHORISED SIGNATORY
SEAL BOOK NO



A: Property Register

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

COUNTY

DISTRICT

WEST SUSSEX

ARUN

1. (14 February 1983) The **Freehold** land shown edged with red on the plan of the above Title filed at the Registry and being 17 Lennox Street, Bognor Regis, (PO21 1NA).
2. The land has the benefit of the following rights granted by a Conveyance of the land in this title dated 10 December 1926 made between (1) Edward Garton King and Eric Garton King (Vendors) and (2) Horace Ryan Marsh (Purchaser):-

"TOGETHER with a right of way at all times and for all purposes in common with all other persons now or hereafter entitled to use the same over the four foot passage way leading from Belmont Street to Lennox Street delineated on the said plan and thereon coloured yellow the Purchaser paying his proper proportion of the cost of keeping the said right of way in repair".

3. The Conveyance dated 10 December 1926 referred to above contains the following provision:-

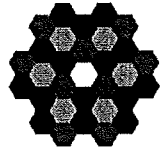
"The walls thereof on the north and south sides being party walls".

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. (14 September 2001) **PROPRIETOR:** SIMON RUSSELL ROYALL of 17 Lennox Street, Bognor Regis, West Sussex PO21 1NA.
2. (14 September 2001) The price stated to have been paid on 11 September 2001 was £115,000.
3. (14 September 2001) **RESTRICTION:** Except under an order of the registrar no disposition by the proprietor of the land is to be registered without



Official copy
of register of
title

Title number WSX69073

Edition date 20.05.2014

- This official copy shows the entries on the register of title on 10 MAY 2016 at 08:47:38.
- 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 10 May 2016.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- 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 (14.02.1983) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 17 Lennox Street, Bognor Regis (PO21 1NA).
- 2 The land has the benefit of the following rights granted by a Conveyance of the land in this title dated 10 December 1926 made between (1) Edward Garton King and Eric Garton King (Vendors) and (2) Horace Ryan Marsh (Purchaser):-

"TOGETHER with a right of way at all times and for all purposes in common with all other persons now or hereafter entitled to use the same over the four foot passage way leading from Belmont Street to Lennox Street delineated on the said plan and thereon coloured yellow the Purchaser paying his proper proportion of the cost of keeping the said right of way in repair"
- 3 The Conveyance dated 10 December 1926 referred to above contains the following provision:-

"The walls thereof on the north and south sides being party walls"

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 (14.09.2001) PROPRIETOR: SIMON RUSSELL ROYALL of 17 Lennox Street, Bognor Regis, West Sussex PO21 1NA.
- 2 (14.09.2001) The price stated to have been paid on 11 September 2001 was £115,000.
- 3 (05.01.2007) RESTRICTION: No transfer or lease of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 5 December 2006 in favour of NRAM PLC referred to in the

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.

Title number WSX69073

B: Proprietorship Register continued

Charges Register.

C: Charges Register

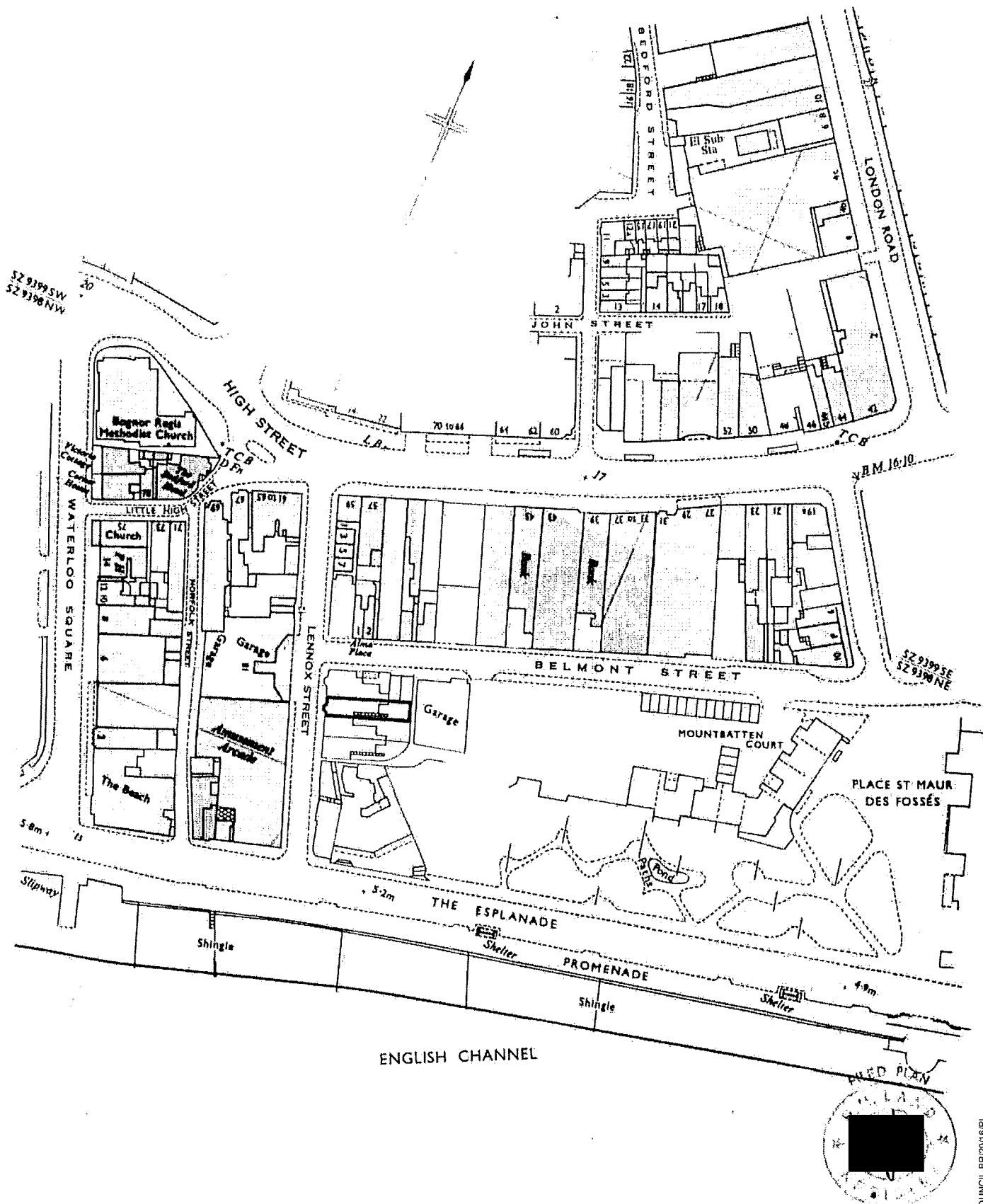
This register contains any charges and other matters that affect the land.

- 1 The land is subject to the following rights reserved by a Transfer of the land in this title dated 31 December 1982 made between (1) William Jones and Stanley John Jones and (2) Hanover Square Investments Limited:-

"EXCEPTING AND RESERVED unto the Transferors in fee simple for the benefit of the adjoining property to the South known as 19 Lennox Street aforesaid the right in case of emergency to use the fire escape at the rear of the property hereby transferred to the passageway described in the said Conveyance of 28th May 1955 the Transferors and their successors in title to 19 Lennox Street aforesaid paying half of the cost of maintaining the said fire escape in repair"
- 2 (05.01.2007) REGISTERED CHARGE dated 5 December 2006.
- 3 (05.01.2007) Proprietor: NRAM PLC (Co. Regn. No. 3273685) of Croft Road, Crossflatts, Bingley, West Yorkshire BD16 2UA.
- 4 (05.01.2007) The proprietor of the Charge dated 5 December 2006 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

End of register

H.M. LAND REGISTRY		TITLE NUMBER	
		WSX69073	
ORDNANCE SURVEY PLAN REFERENCE	SZ 9398	SECTION B	Scale 1/1250
COUNTY WEST SUSSEX	DISTRICT ARUN	© Crown copyright 1982	



These are the notes referred to on the following official copy

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

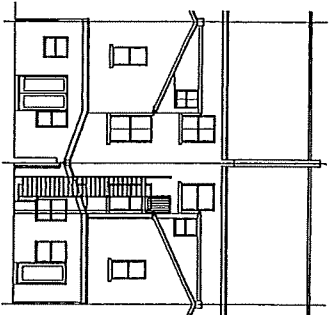
Please note that this is the only official copy we will issue. We will not issue a paper official copy.

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.

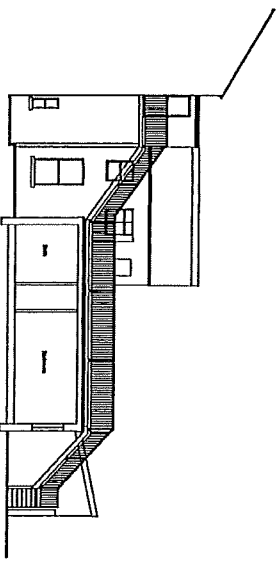
This official copy is issued on 10 May 2016 shows the state of this title plan on 10 May 2016 at 08:47:38. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by the Land Registry, Durham Office .

© Crown copyright. Produced by Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number 100026316.

The information in this document is intended to provide a general overview of the proposed development. It is not intended to be a substitute for a detailed planning application. The information is provided for information only and should not be relied upon for any specific purpose. The information is provided for information only and should not be relied upon for any specific purpose.

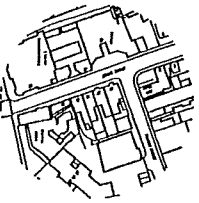


No.17
Proposed Rear Elevation



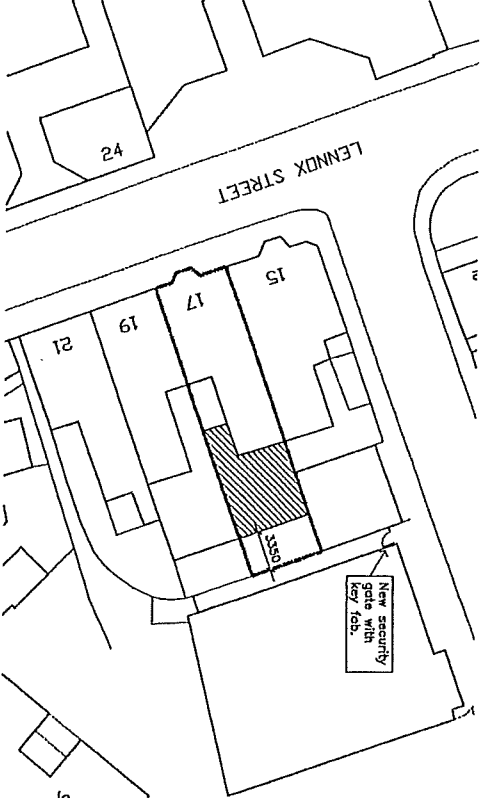
No.17
Proposed Side Elevation

SCHEDULE OF MATERIALS
WALLS - RED BRICK WITH COLOURED GLAZED TILE
ROOF - CONCRETE ROOF TILES TO MATCH EXISTING
WINDOWS - TOP HUNG PVCU COLOURED WHITE
INTERIOR DOORS - PINE COLOURED WHITE TO MATCH EXISTING
EXTERIOR DOORS - OAK FINISHED WITH COLOURED GLAZED TILE TO MATCH EXISTING

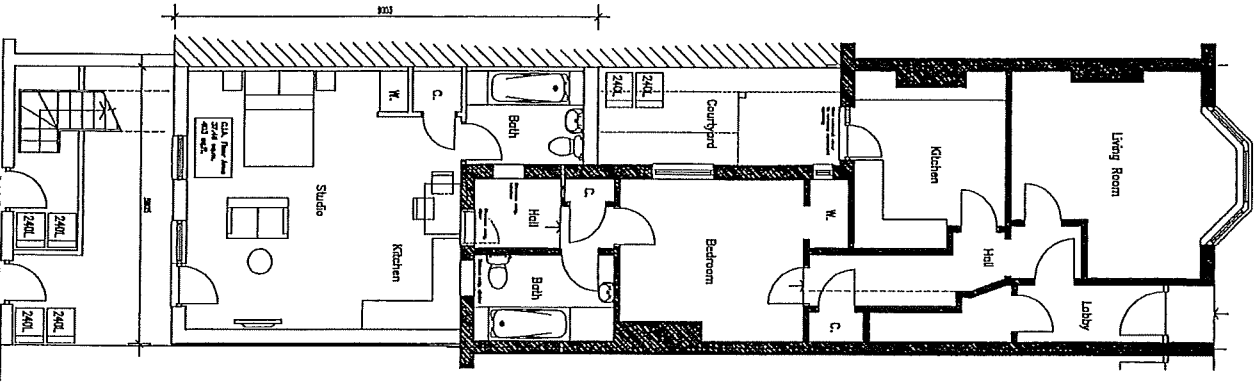


LOCATION PLAN
Scale 1:500

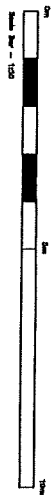
Information supplied based on drawings. All dimensions are approximate and should not be relied upon for any specific purpose. The information is provided for information only and should not be relied upon for any specific purpose.



BLOCK PLAN
Scale 1:500



Proposed Ground Floor



20 The London Road
Bognor Regis
West Sussex
PO22 9JG
Tel: 01323 810000
info@adcs.co.uk

Client: MR SIMON ROYALL

Project: PROPOSED REAR EXTENSION
17 LENNOX STREET
BOGNOR REGIS
WEST SUSSEX

Drawing: PROPOSED FLOOR PLANS &
ELEVATIONS

Scale: 1:50 Date: 11.11.15

Drawn: TP

Check: B

1315/P02 B

