

FILE
EVE

Planning Application Reference:	BR/219/11/
Document Type:	Section 106 agreement
Date of Agreement:	14th October 2011

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:

14 October

2011

DELIVERED TO
COUNCIL

Between:

- | | | |
|-----|-----------------------|-----------------|
| [1] | TP Page | [The Owner] |
| [2] | Barclays Bank PLC | [The Mortgagee] |
| [4] | Arun District Council | [ADC] |

PLANNING OBLIGATION

under Section 106 of the Town & Country Planning Act 1990
and other powers relating to Land at No 1 The Steyne Bognor Regis
West Sussex

To pay affordable housing contribution of £2208.00

~~SUBJECT TO FINAL DETERMINATION~~

Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF
DX57406 LITTLEHAMPTON
Reference: BR/219/11

14 October

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

Owner	Terence Paul Page of 11 Haydn Avenue Purley London CR84AG
Mortgagee	Barclays Bank PLC of UK Banking Service Centre PO Box 299 Birmingham B1 3PF
ADC	Arun District Council, Arun Civic Centre, Maltrovers 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 WSX84698 of land at No 1 The Steyne Bognor Regis West Sussex ("The Land") shown for identification only edged black on the attached plan and the applicant for planning permission described below
	The Owner has applied for Planning Permission under Application Ref: BR/219/11 for 2 studio flats and "Planning Applications" and "Development" shall be construed accordingly
Mortgagee	Mortgagee of the Land
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 Owner 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 .
- 4.2 The Mortgagee agrees and consents to the Owner entering into this Deed and to the land being bound by its terms.

5. CONTRIBUTIONS PAYABLE

- 5.1 The Owner undertakes 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 Commencement of the Development for any purposes of the Planning Permission	£2208 .00	Affordable Housing within the whole of the Arun District.

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

6.1 LEGAL AND MONITORING COSTS

The Owner undertakes 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	£450.00	ADC Legal Fees
ADC	On Commencement of the Development for the purposes of the Planning Permission	£100 minor application) PLUS £50 per planning obligation in the deed viz 1 x 50 = TOTAL £ 300	ADC Monitoring of compliance with the Deed

Legal Costs of ADC

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

Monitoring Costs of ADC

- 6.2 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

- 6.3 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 undertakes 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 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 undertake to 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 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

$\frac{C}{D}$

D is equal to or greater than 1

The adjustment in this 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 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.

9.4 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

10.1 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 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:	

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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	

SIGNED AS A DEED BY
THE OWNER IN THE

SIGNED AS A DEED BY
THE MORTGAGEE IN THE
PRESENCE OF

Signed as a deed
By Naomi Peters, Clara Robe
as Attorney
on behalf of
Barclays Bank
in the presence of

DATE	
INITIALS	gh
	()
	()

By this POWER OF ATTORNEY made by deed on 21 March 2011, we, Barclays Bank PLC, a company incorporated in United Kingdom and registered in England (registered number 1026167), whose registered office is situated at 1 Churchill Place, London E14 5HP (the "Company") APPOINT:

YASMI ROBERTA GLYNN ROBERTS
MANAGER
SPECIALIST SUPPORT TEAM
Barclays Loan Servicing Centre
One Snowhill
Queensway
Birmingham
B4 6GB

I certify that this is a true
and correct copy of the
original

FOR BARCLAYS BANK PLC

as our true and lawful attorney (the "Attorney") for and in our name and on our behalf (but without prejudice to or in any way limiting the actual or ostensible authority of the said attorney) to do and execute the following acts and deeds:

1. to sign and execute all forms of written documents, other than acceptances and endorsements of bills of exchange; and/or
2. to accept and endorse bills of exchange jointly with some other person duly authorised by the Company for that purpose; and/or
3. to sign, execute and deliver all deeds including, without limitation, guarantees, bonds, deeds of easements and indemnities, deeds regulating the priority of mortgages, releases, discharges, transfers of mortgages, re-conveyances and reassignments of real or personal property, mortgaged, charged or assigned by way of security to the Company; and/or
4. to make any declaration, statement, affidavit or proof of any debt due or claimed to be due to the Company in any proceedings taken or hereafter to be taken by or against any person, firm or company under any act for the time being in force in relation to the bankruptcy, insolvency or liquidation of debtors, firms or companies of whatever nature.

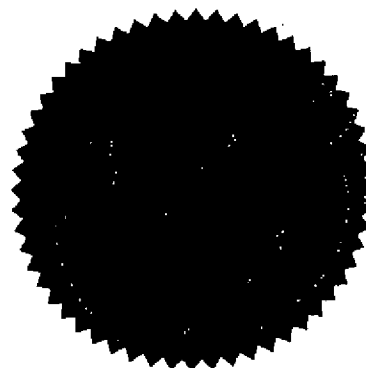
This Power of Attorney shall remain in force for twelve consecutive calendar months from the date of this Deed.

This Power of Attorney shall be governed and construed in accordance with the laws of England and Wales, to the jurisdiction of whose courts the Company submits by executing this Deed and the Attorney submits by purporting to act under its terms.

This Deed has been, and has been witnessed as, duly executed and delivered on the day and year first written above.

The Common Seal of
Barclays Bank PLC
was affixed in the Execution of this Deed
in the presence of:

.....
Officer







Official copy of register of title

Title number WSX84698

Edition date 06.06.2011

- This official copy shows the entries on the register of title on 05 OCT 2011 at 13:06:31.
- 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 05 Oct 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 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 (14.09.1984) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 1 The Steyne, Bognor Regis (PO21 1TX).
- 2 The land has the benefit of the following rights granted by but is subject to the following rights reserved by a Conveyance of the land in this title dated 6 October 1977 made between (1) Twentieth Century Banking Corporation Limited (Vendor) and (2) Walter Frederick Bayley and Thomas Gerald Ruane:-

"TOGETHER WITH a right of way in case of emergency only through the first floor passageway staircase to the ground floor and entrance hall of the adjoining premises known as The Lyncott Hotel Number 3 The Steyne Bognor Regis aforesaid EXCEPT AND RESERVING unto the Vendor and its successors in title a right of way in the case of emergency only through the premises hereby conveyed from the said adjoining premises known as the Lyncott Hotel."

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 (06.06.2007) PROPRIETOR: TERENCE PAUL PAGE of 11 Haydn Avenue, Purley, Greater London CR8 4AG.
- 2 (06.06.2007) The price stated to have been paid on 5 April 2007 was £389,000.
- 3 (03.06.2007) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a

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 WSX84698

B: Proprietorship Register continued

written consent signed by the proprietor for the time being of the Charge dated 5 April 2007 in favour of Barclays Bank Plc referred to in the Charges Register.

C: Charges Register

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

- 1 A Conveyance of the land in this title and other land dated 29 February 1944 made between (1) Eileen Talbot Grange and Anderson Colin Talbot Edwards (Vendors) and (2) John Frederick West (Purchaser) contains the following covenants:-

"THE Purchaser hereby covenants with the Vendors that he the Purchaser and the persons deriving title under him will not do or permit or carry on on the property hereby conveyed any act matter or thing that shall or may be a nuisance annoyance or injury to the Vendor's adjoining property known as "Lynn Cottage" or the owner or occupiers thereof."
- 2 (06.06.2007) REGISTERED CHARGE dated 5 April 2007.
- 3 (19.10.2007) Proprietor: BARCLAYS BANK PLC (Co. Regn. No. 1026167) of UK Banking Service Centre, PO Box 299, Birmingham B1 3PF.
- 4 (03.08.2007) Terms of Charge dated 5 April 2007 referred to above altered by a Deed dated 5 April 2007 made between (1) Terence Paul Page and (2) Barclays Bank Plc .

End of register



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.

Additional references, which are not referred to in the register of title, may appear on the title plan in respect of any pending applications.

This official copy is issued on 05 October 2011 shows the state of this title plan on 05 October 2011 at 13:06:31. 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 7 - *Title Plans*.

This title is dealt with by the Land Registry, Durham Office .

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