

Planning Application Reference:	BR/21/13/
Document Type:	Unilateral Undertaking
Date of Agreement:	6th February 2013

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

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

Dated 6th February 2013

[1] The Owner: Mr Alan BRADLEY

[2] The Mortgagee: _____

UNILATERAL UNDERTAKING

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

Planning Application Ref: BR / 21 / 13
Contributions for Affordable Housing of £ 1, 976 .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 6th February 2013

By Alan Bradley

Of 6 Seafeld Terrace, Stocker Road, Bognor Regis, PO21 2AA

("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") _____

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 £1,876.00 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  shown edged black on the attached Plan.
6 Seafield Terrace, Stocker Rd, Bognor Regis, PO21 2QQ
- 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

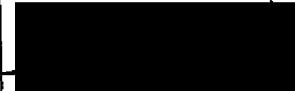
7. Registration of this Unilateral Undertaking

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

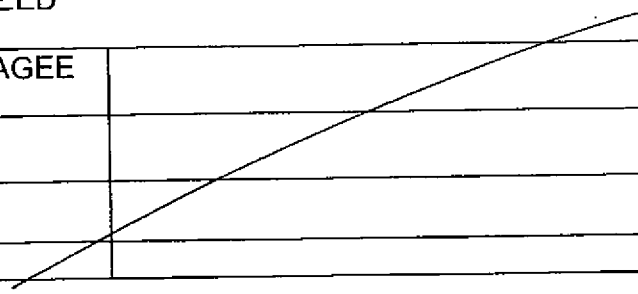
The Owner undertakes to pay to the Council the sum of its reasonable legal costs of £200 on or before Completion of this Deed

SIGNED as a DEED

By THE OWNER/S in the presence of	ALAN BRADLEY	
Name	Bertille Guilbert	
Address	21 Craigweil Manor Bognor Regis, PO21 4DJ	
Occupation	Property Manager	
		signature

By THE OWNER/S in the presence of	Carolyn Bradley	
Name	Bertille Guilbert	
Address	21 Craigweil Manor Bognor Regis, PO21 4DJ	
Occupation	Property Manager	
		signature

SIGNED as a DEED

By THE MORTGAGEE in the presence of		signature
Name		
Address		
Occupation		
		signature

Title Number : SX27083

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

The following extract contains information taken from the register of the above title number. A full copy of the register accompanies this document and you should read that in order to be sure that these brief details are complete.

Neither this extract nor the full copy is an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he suffers loss by reason of a mistake in an official copy.

This extract shows information current on 28 NOV 2012 at 10:42:09 and so does not take account of any application made after that time even if pending in the Land Registry when this extract was issued.

REGISTER EXTRACT

Title Number	: SX27083
Address of Property	: 6 Seafield Terrace, Stocker Road, Bognor Regis (PO21 2QQ)
Price Stated	: £308,000
Registered Owner(s)	: ALAN ROBERT BRADLEY and CAROLYN ANGELA BRADLEY of 6 Seafield Terrace, Stocker Road, Bognor Regis, West Sussex PO21 2QQ.
Lender(s)	: None

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 28 NOV 2012 at 10:42:09. This copy does not take account of any application made after that time even if still pending in the Land Registry when this copy was issued.

This copy is not an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he suffers loss by reason of a mistake in an official copy. If you want to obtain an official copy, the Land Registry web site explains how to do this.

A: Property Register

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

WEST SUSSEX : ARUN

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 6 Seafield Terrace, Stocker Road, Bognor Regis (PO21 2QQ).
- 2 The mines and minerals are included.
- 3 The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 4 Where the parts edged and numbered in green on the title plan include parts of the passage at the rear rights of way on foot only are reserved thereover.
- 5 Unless otherwise stated below transfers of the parts edged and numbered in green on the title plan reserve the rights of drainage and rights in respect of water gas and electricity supply services and rights of entry in respect of repairs on adjoining property.
- 6 The land has the benefit of the rights granted by but is subject to the rights reserved by a Transfer of the land in this title dated 21 March 1969 made between (1) Raymond James Jarvis and Geoffrey Charles Brewster and (2) Alfred William Palmer.

NOTE: Copy filed.

- 7 (14.03.2006) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

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 (07.12.2010) PROPRIETOR: ALAN ROBERT BRADLEY and CAROLYN ANGELA BRADLEY of 6 Seafield Terrace, Stocker Road, Bognor Regis, West Sussex PO21 2QQ.
- 2 (07.12.2010) The price stated to have been paid on 12 November 2010 was £308,000.
- 3 (07.12.2010) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

C: Charges Register

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

- 1 A Transfer dated 22 November 1901 made between (1) Alonzo Henry Stocker and (2) Emil Loibl contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 A Transfer of the land adjoining the southern boundary dated 1 November 1961 made between (1) Ronald Andrew Everitt Penfold and (2) Alicia Luzmila Thomas contains the following covenants by the Vendor:-

"The Transferor so as to bind the land comprised in Title No SX27083 hereby covenants with the Transferee that the Transferor and the persons deriving title under him will not use of allow or permit to be used any buildings erected on the land comprised in the said Title No SX27083 as an hotel or boarding house."

- 3 The part of the passage at the rear of the plots is subject to rights of way on foot only.
- 4 The land is subject to rights of drainage and rights in respect of water, gas and electricity supply services.
- 5 The parts of the land respectively affected thereby which adjoin the parts edged and numbered in green on the title plan are subject to rights of entry for the purpose of repairing repainting or rebuilding any parts, including the roof, of the property erected on the boundary of the said parts edged and numbered in green.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Transfer dated 22 November 1901 referred to in the Charges Register:-
 1. THE said Emil Loibl shall forthwith make and shall afterwards always maintain good substantial boundary fences on the land purchased by him next to the road or roads on which the same front and also at the side or back thereof marked T within the boundary on the accompanying plan. Every such fence shall be above four feet and under six feet in height and shall be of such materials and design as said Alonzo Henry Stocker or his Surveyor may approve.
 2. NOTHING is to be erected between the building lines as shown on the accompanying plan and the road except fences bay windows and architectural dressings.
 3. NO building shall be erected upon the plots marked 58 to 61 inclusive on the accompanying plan which shall be of less value than £600 nor upon Plot marked 102 on the said land which shall be of less value than £500. Such value shall be taken at its first cost in materials and labour of construction, namely, estimated at the lowest current prices.
 4. NO building shall be used as or for an Hotel Inn Public House or Beer shop. No manufacture shall be carried on on the said land or on any buildings erected thereon and no operative machinery shall be fixed or placed on the same no trade business or manufacture shall be carried on or shops erected on the said land and no chimney stacks other than those attached to dwellinghouses shall be erected without the consent of the said Alonzo Henry Stocker. the said land shall not be used for any purpose which shall be in any way a nuisance damage or annoyance to the said Alonzo Henry Stocker his heirs or assigns or his tenants or to the owners or tenants of adjoining property or the neighbourhood or which may tend to depreciate or lessen the value of the rest of the Black Mill Estate or any part thereof.
 5. NO temporary building structure or caravan whether on wheels or otherwise of any kind is to be erected or placed on the said land except sheds or workshops used only for the works incidental to the erection of the house to be built thereon or on the next immediately adjoining property. No bricks earth or clay shall be made or burned on the said land nor shall any sale of building materials be held thereon. No mould or refuse shall be deposited

Schedule of restrictive covenants continued

upon the said land nor shall any gravel or minerals be excavated for below the level of Roadway except for foundations of buildings. No land or portion thereof is to be made into or used as a road or way to any adjoining land.

NOTE: The T mark affects the western boundary of the land in this title. The building lines are set back 10 feet from the front of each plot. Plots 58 to 61 inclusive front on Park Road. Plot 102 fronts on Stocker Road.

End of register