ARUN DISTRICT COUNCIL
- 4 JAN 2016
RECEIVED

Dated 19th December 2015

The Owner: 32 Victoria Drive Limited and Sarah Helen Pollard

With Consent of mortgagee: none

In favour of Arun District Council

UNILATERAL UNDERTAKING

Under Section 106 of the Town and Country Planning Act 1990 Concerning Land
At 32 Victoria Drive Bognor Regis PO21 1RA

Planning Application Ref: BR/262/15/PL for 1 bedroom flat

Contributions for:
Affordable Housing within Zone b of Pagham Harbour (Access Management at Pagham Harbour)
Affordable Housing Contribution £1104 Access Management Contribution £1275

Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
BN17 5LF
Tel: 01903 737500
DX: 57406 Littlehampton

ARUN DISTRICT COUNCIL BR/262/15/PL

THIS UNILATERAL UNDERTAKING is given this 19th December 2015

By 32 Victoria Drive Limited Co Reg No 7218094 of Flat 3 32 Bognor Regis as to the land fronting Victoria Drive and Sarah Helen Pollard of Top Flat 32 Victoria Road above mentioned as to part of the land to the rear ("the Owner")

IN FAVOUR OF Arun District Council of Arun Civic Centre Maltravers Road Littlehampton BN17 5LF ("the Council")

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 by the Application applied 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

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 "Natura 2000 network" means a site designated under European Directives 92/43/EEC The Habitats Directive and 2009/147/EC (consolidated version of 92/47/EEC and amendments) The Birds Directive. Transposed into UK law through the Conservation of Habitat and Species Regulations 2010.

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2.5 "Application" means the planning application number Ref BR/262/15/PL for planning permission made by the Owner to develop the Land by

2.6 "Affordable Housing Contribution" means the sum of £1104 for the purpose of providing or helping to provide Affordable Housing as Affordable Housing is defined within Annex 2 Glossary National Planning Policy Framework dated 27 March 2012 as amended from time to time

2.7 "Access Management Contribution" means the sum of £1275 for the purpose of delivering mitigatory actions at Pagham Harbour, which is a designated part of the European Natura 2000 network, arising from this development. This shall include the employment of a 0.5 FTE warden, dog project, additional signage and interpretation material and future monitoring.

2.8 "Land" means the land at 32 Victoria Drive BognorRegis PO21 1RA shown on WSX 338194 and 12397 shown on the plan

2.9 "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

5.1 The Owner undertakes to pay to the Council the Affordable Housing and Access Management Contributions on or before commencement

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of the Development under S56 of the Act to be authorised by any Planning Permission issued pursuant to the Application

5.2 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

5.3 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. Repayment Clause

The Sum of the Contribution payable under this Deed shall be repaid to the Owner as the Original Payer but without incurring any interest or any other costs on:

(a) Withdrawal of the Planning Application

(b) Refusal of the Planning Application by the Local Planning Authority or ,in the event of an appeal ,on appeal whichever is the later

(c) Expiry of Planning Permission without commencement of the Development

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. General

9.1 This Deed shall not bind:

(a) Statutory undertakers within the meaning of S262 of the Act

(b) Householder Purchasers of sub plots from the Owner

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9.2 This Deed shall be applicable and relate to the Applications and renewals re submissions and variations thereof provided that in the case of variations this shall only apply if the sum of Affordable Housing Contribution stays the same

SIGNED AS A DEED by both the Owners the day and year first above written

SIGNED as a DEED
By 32 Victoria Drive Limited
in the presence of:-

[redacted]

WITNESS NAME
WITNESS ADDRESS

WITNESS OCCUPATION

SIGNED as a DEED
By Sarah Helen Pollard
in the presence of:-

[redacted]

WITNESS NAME
WITNESS ADDRESS

WITNESS OCCUPATION

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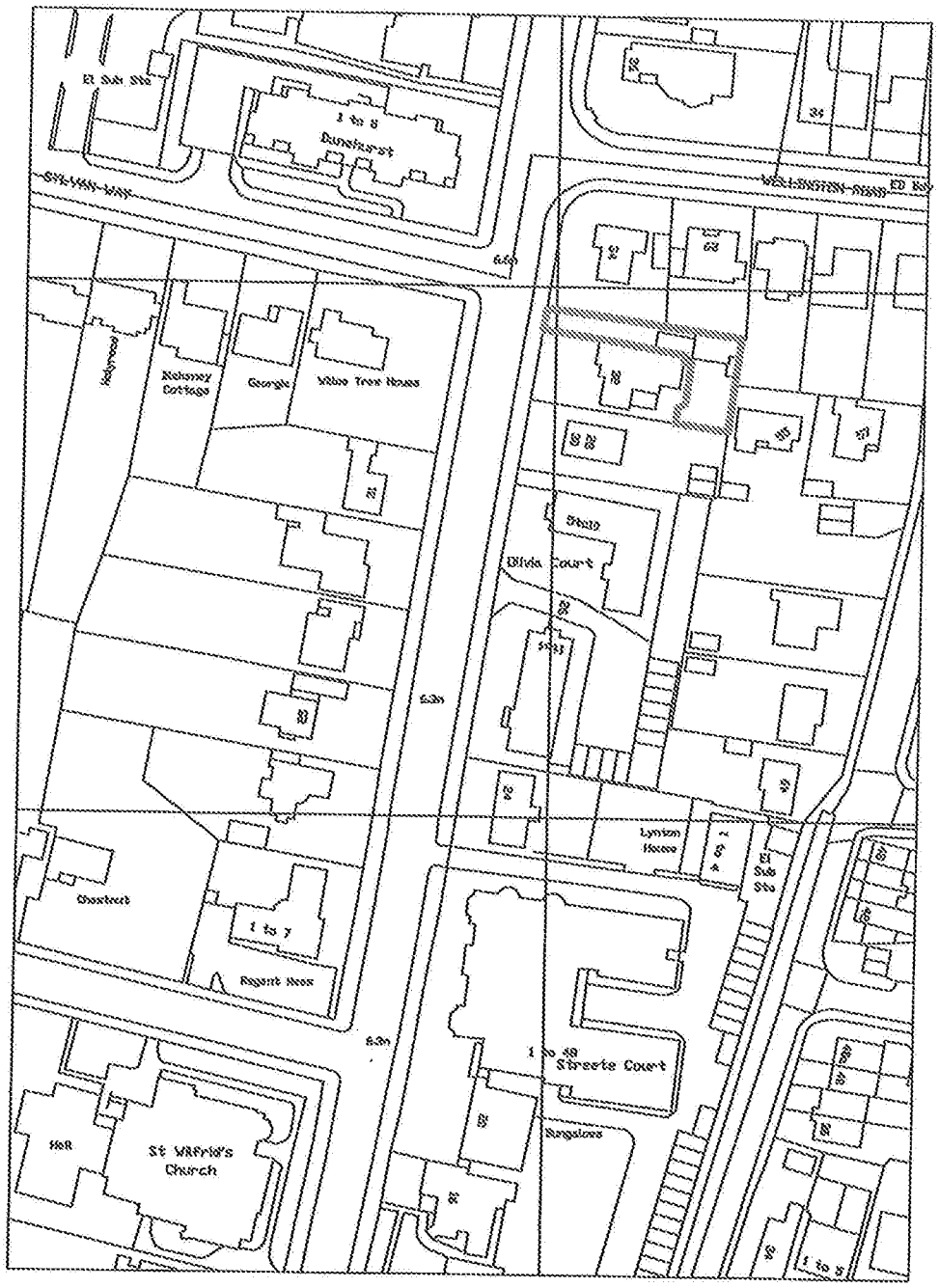

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Drawing 1 - Location Plan
Scale 1:1250 @ A4

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Land Registry Official copy of title plan

Title number **SX12937**
Ordnance Survey map reference **SZ9299SE**
Scale **1:1250**
Administrative area **West Sussex : Arun**

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This official copy is incomplete without the preceding notes page.

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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 11 December 2015 shows the state of this title plan on 11 December 2015 at 14:12:59. 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 .

ARUN DISTRICT COUNCIL BR/262/15/PL

Land Registry

Official copy of register of title

Title number SX12937 | Edition date 28.09.2010

- This official copy shows the entries on the register of title on 11 DEC 2015 at 14:12:59.
- 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 11 Dec 2015.
- 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 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 32 Victoria Drive, Bognor Regis (PO21 2RW).

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 A Transfer of the land edged and numbered SX58183 in green on the title plan dated 9 November 1963 made between (1) Alfred George Isherwood Anderson and (2) Martin & Cork Limited contains covenants which are expressed to be for the benefit of the land in this title.

NOTE: Original filed under SX58183.

5 (06.09.2007) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

6 (28.09.2010) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered WSX338194 in green on the title plan dated 19 August 2010 made between (1) 32 Victoria Drive Limited and (2) Sarah Helen Pollard.

NOTE: Copy filed.

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 (22.04.2010) PROPRIETOR: 32 VICTORIA DRIVE LIMITED (Co. Regn. No. 7218094) of Flat 3, 32 Victoria Drive, Bognor Regis, West Sussex PO21 2RW.

2 (22.04.2010) The price stated to have been paid on 19 April 2010 was

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B: Proprietorship Register continued

£9,000.

C: Charges Register

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

1 The land is subject to the restrictive conditions and to the covenant to observe and perform the same (so far as such covenant runs with the land) contained in a Transfer thereof dated 27 June 1925 made between (1) The Bognor Estates Company Limited and (2) William Waters.

Details of the said restrictive conditions and covenant are contained in the Schedule of Restrictive Covenants hereto.

2 (06.09.2007) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.
The leases grant and reserve easements as therein mentioned.

Schedule of restrictive covenants

1 The following are details of the covenants contained in the Transfer dated 27 June 1925 referred to in the Charges Register:-

"1. FENCES. The Purchaser shall forthwith make and afterwards maintain good and substantial boundary walls or boarded or approved wire fences on the land purchased by him where marked "T" on the plan within the boundary. The front fence and the return fence back to the building line shall not be higher than six feet and the other fences shall not be less than four feet or more than six feet in height. All such fences shall be of such materials and designs as the Vendors or their Architect may approve.

2. BUILIDNG LINE. No building shall be constructed nearer the road than the building line as marked on the plan and (in order that all houses shall be at least eight feet apart) no dwellinghouse shall be erected nearer than four feet to the fences dividing each plot. A garage or other outbuilding may be built on each plot close up to the division fence but not in front of the building line. No detached garage shall have rooms over or any other accommodation beyond garage for car.
Nothing is to be erected between the building line and the road but fences bay windows or architectural dressings. No purchaser shall be entitled to any right of light or air or other easement which would restrict or interfere with the free use of any adjoining property for building or other purposes.

3. BUILDINGS. The Purchaser shall submit plans and elevations of all buildings additions etcetera proposed to be erected on the lot purchased by him to the Vendors or the Vendors architect and his approval must be obtained in writing before such building is commenced and a fee of One pound One shilling shall be payable to the Vendor's architect by the Purchaser for this consent.

4. VALUE OF BUILDINGS. No houses shall be built upon the said land except detached private dwelling houses at a cost of Eight hundred pounds at least for each house subject to building costs being maintained. The minimum cost of Eight hundred pounds is based upon the cost of building at the present time namely May One thousand nine hundred and twenty five Should the cost increase or decrease it is agreed that the amount of Eight hundred pounds shall be on a sliding scale and increase or decrease accordingly. Should any difference of opinion arise as to what the amount should be the decision of a person appointed by the President of the Royal Institute of British Architects as Arbitrator shall be binding on both parties.

For the purpose of this clause the cost of every house shall be taken to be the net first costs thereof in labour and materials alone (exclusive of ornamental fittings).

No house shall be erected on a plot with a smaller frontage than forty

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Schedule of restrictive covenants continued

feet.

5. PROHIBITED BUILDINGS AND TRADES. No houses or buildings shall be erected on any of the land that shall at any time be used as an Inn Tavern Public House or Beer House or for the sale of ale beer wine spirits or other intoxicating drinks or for any Church Chapel Shop or trade or manufacture or any business whatsoever which may become noxious or injurious to the adjoining property but this shall in no way prevent the houses being let for apartments or as furnished houses.

No temporary buildings structure caravan whether on wheels or otherwise of any kind is to be erected or placed upon any Lot with the exception of sheds or workshops used only for the purpose incidental to the erection of any house or houses on such lot.

This is not to be deemed to preclude the erection of outbuildings such as a bicycle house tool coal or potting shed greenhouse or summerhouse or similar structure.

No bricks earth or clay shall be made or burned in any lot nor shall any sale of any building materials be held thereon.

No refuse shall be deposited upon any of the lots nor shall any gravel or minerals be excavated for below the level of the footings of the buildings.

No lot or portion thereof is to be made into a road path or thoroughfare or used as such except with permission of the Vendors or their architect. In the event of the breach of this stipulation by the Purchaser he shall forthwith pay to the Vendors Two hundred and fifty pounds not as penalty but as liquidated damages.

Any sewer water gas or other trenches made by the Purchaser or his contractor or any damage done to curb channelling etcetera shall be made good by the Purchaser to the satisfaction of the Vendors or their architect.

6. STUMPING LOTS. The lots being once stumped cut by the Vendors or their architect the Purchaser shall maintain the boundary marks and be answerable for their correctness.

7. The Vendors reserve the right at any time to alter add to or vary the plan or these stipulations in respect of any plot except as to Clause 4 with regard to the value of buildings. And the Purchaser for himself his heirs and assigns hereby covenants with the Vendor and its assigns to observe and perform the said restrictive conditions but not so as to render him or them liable for any breach thereof after he or they shall have parted with all interest in the land in respect of which such breach shall occur."

NOTE: The building line referred to in clause 2 above is shown by a blue broken line on the title plan.

Schedule of notices of leases

1	06.05.2008 1 (part of):2	Flat 1 (Ground Floor Flat):Garden ground	02.04.2008 125 years from 29.09.2007	WSX318969
2	13.11.2009 1 (part of):3:4	Ground floor flat (rear):Garden ground:Shed	09.11.2009 125 years from 29.9.2007	WSX331575
	NOTE: The lease dated 9 November 2009 referred to above has been determined as to the part numbered 3 in blue on the title plan.			
3	30.11.2009 1 (part of):5:6:7	Top Flat (First floor):Garden ground:Garage:Carport	30.10.2009 125 years from 29.09.2007	WSX331868
	NOTE: The lease dated 30 November 2009 referred to above has been determined as to the parts numbered 5 and 6 in blue on the title plan.			

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Title number SX12937

End of register

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Land Registry Official copy of title plan

Title number **WSX338194**
Ordnance Survey map reference **SZ9299SE**
Scale **1:1250**
Administrative area **West Sussex : Arun**

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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 Land adjoining 32 Victoria Drive, Bognor Regis (PO21 2RW).

2 The mines and minerals are included.

3 (28.09.2010) 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 19 August 2010 made between (1) 32 Victoria Drive Limited and (2) Sarah Helen Pollard.

NOTE: Copy filed.

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 (28.09.2010) PROPRIETOR: SARAH HELEN POLLARD of Top Flat, 32 Victoria Drive, Bognor Regis, West Sussex PO21 2RW.

C: Charges Register

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

1 (28.09.2010) A Transfer of the land in this title and other land dated 27 June 1925 made between (1) The Bognor Estates Company Limited and (2) William Waters contains covenants details of which are set out in the schedule of restrictive covenants hereto.

Schedule of restrictive covenants

1 The following are details of the covenants contained in the Transfer

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Schedule of restrictive covenants continued

dated 27 June 1925 referred to in the Charges Register:-

"1. FENCES. The Purchaser shall forthwith make and afterwards maintain good and substantial boundary walls or boarded or approved wire fences on the land purchased by him where marked "T" on the plan within the boundary. The front fence and the return fence back to the building line shall not be higher than six feet and the other fences shall not be less than four feet or more than six feet in height. All such fences shall be of such materials and designs as the Vendors or their Architect may approve.

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Nothing is to be erected between the building line and the road but fences bay windows or architectural dressings. No purchaser shall be entitled to any right of light or air or other easement which would restrict or interfere with the free use of any adjoining property for building or other purposes.

3. BUILDINGS. The Purchaser shall submit plans and elevations of all buildings additions etcetera proposed to be erected on the lot purchased by him to the Vendors or the Vendors architect and his approval must be obtained in writing before such building is commenced and a fee of One pound One shilling shall be payable to the Vendor's architect by the Purchaser for this consent.

4. VALUE OF BUILDINGS. No houses shall be built upon the said land except detached private dwelling houses at a cost of Eight hundred pounds at least for each house subject to building costs being maintained. The minimum cost of Eight hundred pounds is based upon the cost of building at the present time namely May One thousand nine hundred and twenty five Should the cost increase or decrease it is agreed that the amount of Eight hundred pounds shall be on a sliding scale and increase or decrease accordingly. Should any difference of opinion arise as to what the amount should be the decision of a person appointed by the President of the Royal Institute of British Architects as Arbitrator shall be binding on both parties.

For the purpose of this clause the cost of every house shall be taken to be the net first costs thereof in labour and materials alone (exclusive of ornamental fittings).

No house shall be erected on a plot with a smaller frontage than forty feet.

5. PROHIBITED BUILDINGS AND TRADES. No houses or buildings shall be erected on any of the land that shall at any time be used as an Inn Tavern Public House or Beer House or for the sale of ale beer wine spirits or other intoxicating drinks or for any Church Chapel Shop or trade or manufacture or any business whatsoever which may become noxious or injurious to the adjoining property but this shall in no way prevent the houses being let for apartments or as furnished houses.

No temporary buildings structure caravan whether on wheels or otherwise of any kind is to be erected or placed upon any Lot with the exception of sheds or workshops used only for the purpose incidental to the erection of any house or houses on such lot.

This is not to be deemed to preclude the erection of outbuildings such as a bicycle house tool coal or potting shed greenhouse or summerhouse or similar structure.

No bricks earth or clay shall be made or burned in any lot nor shall any sale of any building materials be held thereon.

No refuse shall be deposited upon any of the lots nor shall any gravel or minerals be excavated for below the level of the footings of the

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Schedule of restrictive covenants continued

buildings.

No lot or portion thereof is to be made into a road path or thoroughfare or used as such except with permission of the Vendors or their architect. In the event of the breach of this stipulation by the Purchaser he shall forthwith pay to the Vendors Two hundred and fifty pounds not as penalty but as liquidated damages.

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NOTE: The building line referred to does not affect the land in this title.

End of register

ARUN DISTRICT COUNCIL BR/262/15/PL