

Planning Application Reference:	BR 266 12
Document Type:	Unilateral Undertaking
Date of Agreement:	5th November 2012

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

5 November 2012

PLANNING AGREEMENT RELATING TO LAND AT

28 & 30 CORBISHLEY ROAD, BOGNOR REGIS, WEST SUSSEX PO22 9HR

Between

MRS BEVERLY WOODLAND (1)
OWNER

and

ARUN DISTRICT COUNCIL (2)
COUNCIL

THIS DEED is dated

5 November

2012

- (1) MRS BEVERLY WOODLAND of 14 Princess Avenue, Bognor Regis, West Sussex PO21 2QT
Owner
- (2) ARUN DISTRICT COUNCIL of Arun Civic Centre, Maltravers Road, Littlehampton, West
Sussex, BN17 5LF **Council**

BACKGROUND

- (A) The Council is the local planning authority for the purposes of the TCPA 1990 for the area in which the Properties are situated.
- (B) The Owner owns the Properties.
- (C) The Owner has made the Planning Application.
- (D) In accordance with the Council's Local Plan on planning contributions the Owner gives this undertaking to perform the obligations set out in this deed and the Owner has on the date of this deed paid to the Council the Affordable Housing Contribution and the Administration Charge and the Monitoring Charge upon the terms and subject to the agreements and undertakings on the part of the Council hereinafter contained

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this deed:

Administration Charge: the sum of £200 in respect of the Council's charges (including for reviewing this deed and registering it as a Local Land Charge)

Affordable Housing Contribution: the sum of £5188 towards the cost of affordable housing within the whole of Arun District

Commencement of Development: the carrying out in relation to the Development of any material operation as defined by section 56(4) of the TCPA 1990 but disregarding for the purposes of this deed and for no other purpose, the following operations: demolition works; site clearance; ground investigations; site survey works; temporary access construction works; archaeological investigation; and erection of any fences and hoardings around the Property.

Commenced and Commences shall be construed accordingly.

Commencement Date: the date of Commencement of the Development.

Default Interest Rate: 4% per annum above the Base Rate.

Development: the development of the Property described in the Planning Application

Monitoring Charge: the sum of £150 to be paid to the Council to monitor compliance with this deed

Plan: the plan attached to this deed.

Property: the freehold land at 28 & 30 Corbishley Road, Bognor Regis, West Sussex PO22 9HR West Sussex shown edged red on the Plans and registered at HM Land Registry with absolute title under title numbers WSX90157 and WSX194023

Planning Application: an application for planning permission registered by the Council under reference number **B12(266112)**

Planning Permission: the planning permission in respect of the Planning Application if granted

TCPA 1990: Town and Country Planning Act 1990.

Working Day: a day (other than a Saturday, Sunday or public holiday in England and Wales) when banks in London are open for business.

- 1.2 Clause headings shall not affect the interpretation of this deed.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors or permitted assigns and in the case of the Council the successors to its respective statutory functions but in Clauses 4 and 6 references to "The Owner" are references to the person named as such in this deed or his heirs and assigns only
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time provided that, as between the parties, no such amendment, extension or re-enactment shall apply to the deed to the extent that it would impose any new or extended obligation, liability or restriction, on, or otherwise adversely affect the rights of, any party.

- 1.9 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** does not include e-mail.
- 1.11 A reference to "this deed" or to any other agreement or document referred to in this deed is a reference to this deed or such other document or deed as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 1.12 References to clauses and plans are to the clauses and plans of this deed.
- 1.13 An obligation in this deed on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.14 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.15 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

2. STATUTORY PROVISIONS AND RECITAL OF PAYMENT

- 2.1 This deed constitutes a planning obligation for the purposes of section 106 of the TCPA 1990, section 111 of the Local Government Act 1972 and any other enabling powers.
- 2.2 The obligations contained in clause 3 of this deed are planning obligations for the purposes of section 106 of the TCPA 1990 and are entered into by the Owner with the intention that they bind the interests held by the Owner in the Property and her successors and assigns.
- 2.3 This deed shall come into effect on the date of grant of the Planning Permission if granted
- 2.4 The obligations contained in clause 3 of this deed are enforceable by the Council in accordance with section 106 of the TCPA 1990.
- 2.5 The Affordable Housing Contribution and the Administration Charge and the Monitoring Charge have been paid to the Council on the date hereof (as the Council acknowledges) on the terms of this deed

3. COVENANTS WITH THE COUNCIL

The Owner covenants with the Council to give at least 10 Working Days written notice to the Council of the Commencement Date.

4. COVENANTS BY THE COUNCIL

The Council covenants with the Owner as follows:

- (a) to apply the Affordable Housing Contribution in or towards the provision of Affordable Housing within the district of Arun within 5 years of the date hereof

to refund to the Owner the Affordable Housing Contribution if it is not so applied within such time within 28 days of the expiry of such 5 year period and and if it fails to do so to pay Default Interest until it does do so

- (b) to refund to the Owner the Affordable Housing Contribution and The Monitoring Charge in the circumstances set out in clause 6 below

5. RELEASE

No person shall be liable for any breach of an obligation, restriction or covenant contained in this deed after parting with all of its interest in the Property, except in respect of any breach subsisting prior to parting with such interest.

6. DETERMINATION OF DEED

This deed shall be determined and have no further effect if Planning Permission:

- (a) is not granted within 6 months of the date hereof or
- (b) is granted but expires before the Commencement of Development; or
- (c) is varied or revoked other than at the request of the Owner; or
- (d) is quashed following a successful legal challenge.

and the Council covenants and undertakes in such circumstance to refund to the Owner the Affordable Housing Contribution and The Monitoring Charge in such circumstances within 28 days of written request (but not for the avoidance of doubt the Administration Charge) and if it fails to do so to pay Default Interest until it does do so

7. LOCAL LAND CHARGE

This deed is a local land charge and shall be registered as such by the Council.

8. NOTICES

8.1 Any notice required to be given under this deed shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier, to any person required to receive the notice at its address as set out below:

- (a) Council: Arun District Council, Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN17 5LF for the attention of the Head of Planning Services ;
- (b) Owner: at her address given in the heading of this deed

or as otherwise specified by the relevant person by notice in writing to each other person.

8.2 Any notice shall be deemed to have been duly received:

- (a) if delivered personally, when left at the address and for the contact referred to in this clause;
- (b) if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Working Day after posting; or
- (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

9. THIRD PARTY RIGHTS

No person other than a party to this undertaking, and their respective successors and permitted assigns and the Council and the successors to its respective statutory function shall have any rights to enforce any term of this deed.

10. SEVERANCE

10.1 If any court or competent authority finds that any provision of this deed (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this deed shall not be affected.

10.2 If any invalid, unenforceable or illegal provision of this deed would be valid, enforceable and legal if some part of it were deleted, the parties shall amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

11. GOVERNING LAW

This deed and any dispute or claim arising out of or in connection with it or its subject matter or

formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by

By The Owner

Witness Sign

Witness Name Mr P. Jones

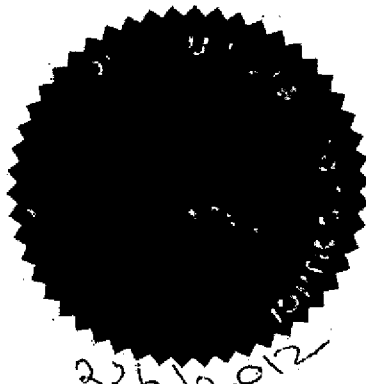
Address 14 Marine Park

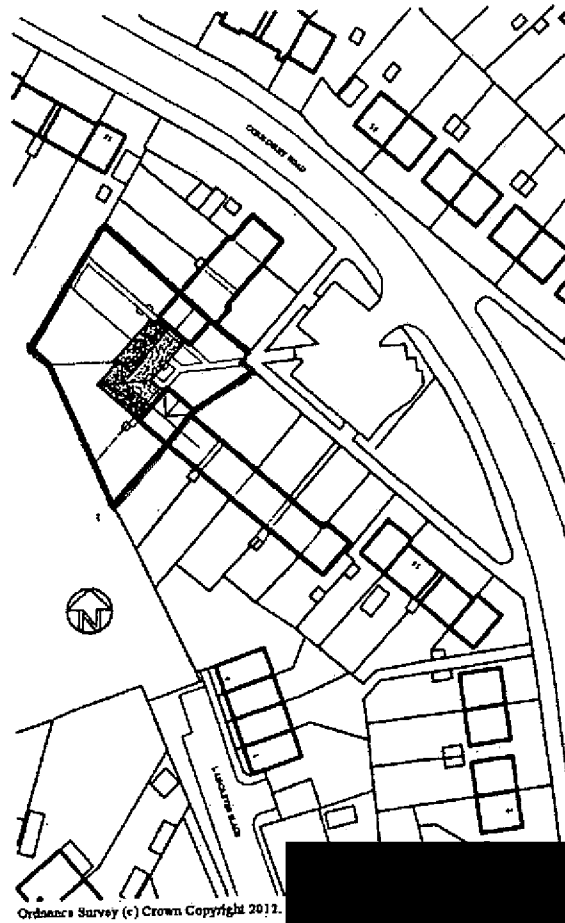
Barnet Road PO21 2QN

Occupation MANAGER

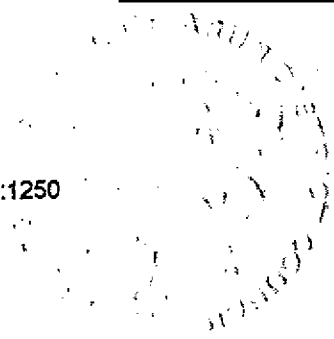
THE COMMON SEAL OF
ARUN DISTRICT COUNCIL

Authorised Signatory





Location Plan scale 1:1250



Title Number : WSX194023

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 1 MAY 2012 at 20:05:18 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	: WSX194023
Address of Property	: 28 Corbishley Road, Bognor Regis, W Sussex, (PO22 9HR)
Price Stated	: £130,000
Registered Owner(s)	: BEVERLEY WOODLAND of 28 Corbishley Road, Bognor Regis, West Sussex PO22 9HR.
Lender(s)	: Mortgage Express

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 1 MAY 2012 at 20:05:18. 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 (17.01.1995) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 28 Corbishley Road, Bognor Regis, W Sussex, (PO22 9HR).
- 2 (17.01.1995) The Transfer dated 9 January 1995 referred to in the Charges Register was made pursuant to Part V of the Housing Act 1985 and the land has the benefit of and is subject to such easements as are granted and reserved in the said Deed and the easements and rights specified in paragraph 2 of Schedule 6 of the said Act.
- 3 (17.01.1995) The Transfer dated 9 January 1995 referred to above contains provisions as to light or air and boundary structures.

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 (25.08.2006) PROPRIETOR: BEVERLEY WOODLAND of 28 Corbishley Road, Bognor Regis, West Sussex PO22 9HR.
- 2 (25.08.2006) The price stated to have been paid on 31 July 2006 was £130,000.
- 3 (25.08.2006) RESTRICTION: No disposition 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 31 July 2006 in favour of Mortgage Express referred to in the Charges Register.

C: Charges Register

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

- 1 (17.01.1995) A Transfer of the land in this title dated 9 January 1995 made between (1) Arun District Council and (2) Hugh Nigel Watts Butler contains restrictive covenants.

NOTE: Original filed.

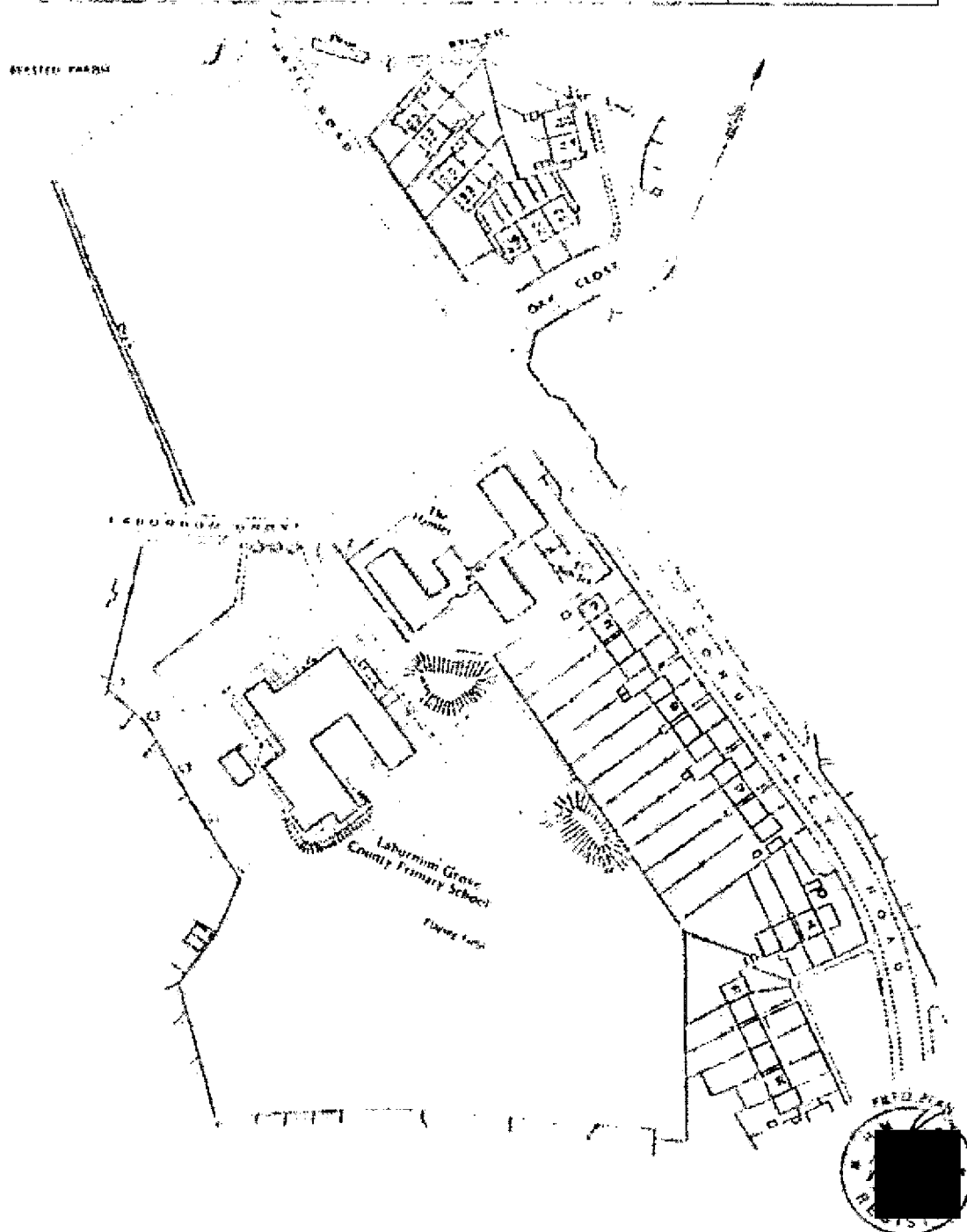
- 2 (17.01.1995) A charge having the priority specified in section 156 of the Housing Act 1985 to secure the liability under the covenant to repay discount contained in the Transfer dated 9 January 1995 referred to above.
- 3 (25.08.2006) REGISTERED CHARGE dated 31 July 2006.

C: Charges Register continued

- 4 (25.08.2006) Proprietor: MORTGAGE EXPRESS (an unlimited company)
(Co. Regn. No. 2405490) of P.O. Box 88, Croft Road, Crossflatts,
Bingley, West Yorks BD16 2UA and of Bingley Operations Centre,
Main Street, Bingley, West Yorks BD16 2LW.
- 5 (25.08.2006) The proprietor of the Charge dated 31 July 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 WSX 194023	
ORDNANCE SURVEY PLAN REFERENCE	SU 9300	SECTION R	Scale 1:1750
COUNTY WEST SUSSEX		DISTRICT ARING	
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Title Number : WSX90157

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.

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This extract shows information current on 1 MAY 2012 at 19:49:03 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	: WSX90157
Address of Property	: 30 Corbishley Road, Bognor Regis (PO22 9HR)
Value Stated	: under £100,000
Registered Owner(s)	: BEVERLY JANE WOODLAND of 11 Fir Tree Way, Bognor Regis, W Sussex PO22 9UL.
Lender(s)	: The Mortgage Works (UK) PLC

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 1 MAY 2012 at 19:49:03. 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.

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A: Property Register

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

WEST SUSSEX : ARUN

- 1 (04.04.1985) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 30 Corbishley Road, Bognor Regis (PO22 9HR).
- 2 The Transfer dated 11 March 1985 referred to in the Charges Register was made pursuant to Part V of the Housing Act 1985 and the land has the benefit of and is subject to such easements as are granted and reserved in the said Deed and the easements and rights specified in paragraph 2 of Schedule 6 of the said Act.
- 3 The Transfer dated 11 March 1985 referred to above contains a provision as to boundary structures.
- 4 (10.04.1995) By a Deed dated 27 February 1995 made between (1) Arun District Council and (2) Trevor William Woodland the plan to the Transfer dated 11 March 1985 referred to above was amended. A new filed plan has been substituted to accord with the revised extent.

NOTE: Original 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 (08.03.2002) PROPRIETOR: BEVERLY JANE WOODLAND of 11 Fir Tree Way, Bognor Regis, W Sussex PO22 9UL.
- 2 (08.03.2002) The value as at 27 August 2001 was stated to be under £100,000.
- 3 (02.10.2009) RESTRICTION: No disposition 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 30 September 2009 in favour of The Mortgage Works (UK) PLC referred to in the Charges Register.

C: Charges Register

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

- 1 A Transfer of the land in this title dated 11 March 1985 made between (1) Arun District Council and (2) Anthony Augustine Gibney and Joy Susan Gibney contains restrictive covenants.

NOTE: Original filed.

C: Charges Register continued

- 2 (02.10.2009) REGISTERED CHARGE dated 30 September 2009.
- 3 (02.10.2009) Proprietor: THE MORTGAGE WORKS (UK) PLC (Co. Regn. No. 2222856) of Portman House, Richmond Hill, Bournemouth BH2 6EP.

End of register

H.M. LAND REGISTRY

TITLE NUMBER

WCM9C157

ORDNANCE SURVEY
PLAN REFERENCE

SU 9300

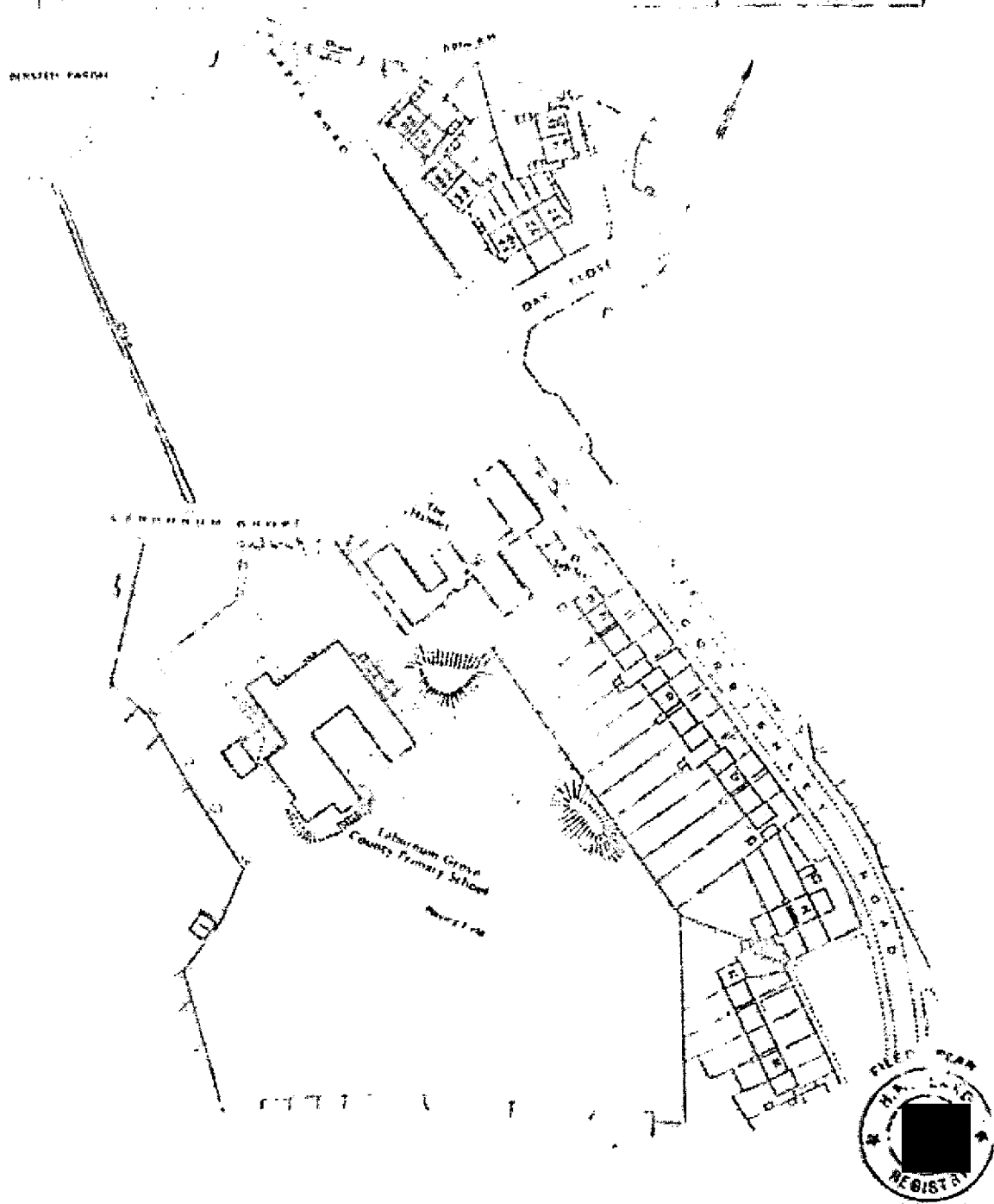
SECTION R

Scale
1:1250

COUNTY WEST SUSSEX

DISTRICT ARLEIGH

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