

|                                        |                                  |
|----------------------------------------|----------------------------------|
| <b>Planning Application Reference:</b> | <b>BR/267/11/</b>                |
| <b>Document Type:</b>                  | <b>Unilateral undertaking</b>    |
| <b>Date of Agreement:</b>              | <b>2<sup>nd</sup> March 2012</b> |

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:

2<sup>nd</sup> March

2012

Between:

[1] Amorette Limited

[3] Arun District Council

[ADC]

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**PLANNING OBLIGATION**

under Section 106 of the Town & Country Planning Act 1990  
and other powers relating to Land at No 158 Hawthorn Road Bognor Regis  
West Sussex

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To pay affordable housing contribution of £1104.00

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Arun District Council  
Arun Civic Centre  
Maltravers Road  
Littlehampton  
West Sussex BN17 5LF  
DX57406 LITTLEHAMPTON  
Reference: BR/267/11

1. THIS DEED is by undertaking and is dated 24 March 2012 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**

|        |                                                                                                       |
|--------|-------------------------------------------------------------------------------------------------------|
| Owners | Amorette Limited whose registered office is at No 158 Hawthorn Road Bognor Regis West Sussex PO21 2UY |
| 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 10849 of land at No 158 Hawthorn Road 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/267/11 for change of use to reinstate 1 bedroom flat 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 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 .

**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 | £1104.00 | 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                                                                                                       | ADC Legal Fees                             |
| ADC   | On Commencement of the Development for the purposes of the Planning Permission | £100 minor application]<br>PLUS<br>£50 per planning obligation in the deed<br>Viz 1 x 50 =<br>TOTAL £ 150. | ADC Monitoring of compliance with the Deed |

#### Legal Costs of ADC

6.1 ADC acknowledges the receipt from the Owner 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 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
- $\frac{C}{D}$  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

## 8.3 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 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<br>DATE & REFERENCE |                                                                                                                                                         |
| PLANNING OBLIGATION<br>DATE & PARTIES   |                                                                                                                                                         |
| START DATE:                             |                                                                                                                                                         |

## SCHEDULE 2

### Payment Notice

Payment of Monies due under a Section 106 Planning Obligation.

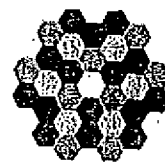
Failure to use this form may mean problems with acknowledgment of payment and may prejudice your ability to prove compliance with the planning obligation.

|                                                                                                                                                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>If ADC is Payee :</b>                                                                                                                                        |
| Head of Planning Services<br>Arun District Council<br>Arun Civic Centre<br>Maltravers Road<br>Litttlehampton<br>West Sussex BN 17 5LF<br>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                |  |



# Official copy of register of title

Title number SX10849

Edition date 26.11.2007

- This official copy shows the entries in the register of title on 26 January 2012 at 11:03:43.
- 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 26 January 2012.
- 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](http://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 (17.04.1941) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 158 Hawthorn Road, Bognor Regis (PO21 2UY).
- 2 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.

The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of the land edged and numbered WSX177949 in green on the filed plan dated 19 March 1993 made between (1) Olby Holdings (Bognor Regis) Limited (Transferor) and (2) Portsea Island Mutual Co-Operative Society Limited (Transferee):-

"The Property is transferred together with the rights set out in the Third Schedule hereto but there are excepted and reserved for the benefit of the retained land of the Transferor ("the Retained Land") shown edged blue on Plan 1 the rights set out in the Fourth Schedule hereto.

### THE THIRD SCHEDULE

1. The right for the Transferee and its successors in title to use the Property as it sees fit notwithstanding any interference with any right of light or air enjoyed by the Transferor and the Retained Land.
2. The right for the Transferee and its successors in title in common with the Transferor and all other persons lawfully entitled thereto to use all sewers drains watercourses electric and telephone wires gas pipes and other service connections now in or upon the Retained Land or any part thereof and now serving the Property and freely to run and pass water soil electricity telephonic impulses gas and other services through and along



## A: Property register continued

the same or any of them and to enter into and upon the Retained land at reasonable times and after giving reasonable prior notice for the purpose of maintaining repairing and renewing the same causing as little damage as possible to the Retained Land in the exercise of such right and making good any damage actually caused.

### THE FOURTH SCHEDULE

1. The right for the Transferor in fee simple as incident to the ownership or occupation of the Retained Land and every part thereof in common with the Transferee and all other persons lawfully entitled thereto to use all sewers drains watercourses electric and telephone wires gas pipes and other service connections now in or upon or above the Property or any part thereof and freely to run and pass water soil electricity telephonic impulses gas and other services through and along the same or any of them and to enter into and upon the Property at reasonable times and after giving reasonable notice (save in emergency) for the purpose of maintaining repairing and renewing the same causing as little damage as possible to the Property in the exercise of such right and making good any damage actually caused.

2. The right for the Transferor in fee simple as incident to the ownership and occupation of the Retained Land and every part thereof for the Transferor and its successors in title and all others authorised from time to time by them to freely pass and repass with or without vehicles at all times of the day and night over such part of the Property as lies between the front boundaries of the Retained Land and the public footpath/highway of Hawthorn Road for the purpose of obtaining access to and egress from the Retained Land and any and every part thereof but not further or otherwise."

NOTE: The land in this title forms part of the retained land edged blue referred to.

## 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 (26.11.2007) PROPRIETOR: AMORETTE LIMITED (Co. Regn. No. 804030) of 158 Hawthorn Road, Bognor Regis, West Sussex PO21 2UY.
- 2 (26.11.2007) The price stated to have been paid on 19 November 2007 was £210,000.

## C: Charges register

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

- 1 A Conveyance of the land tinted pink on the filed plan and other land dated 13 March 1923 made between (1) Annie Edith Marshall (2) Ernest Marshall Cowell and Geoffrey Marshall (3) Alice Cowell (4) Annie Mary Allen and James Arnott Marshall and (5) Arthur Wingate (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.



## C: Charges register continued

- 2 A Conveyance of the land in this title dated 17 December 1928 made between (1) William Robert Metcalf (Vendor) and (2) Eugene Amory (Purchaser) 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 Conveyance dated 13 March 1923 referred to in the Charges Register:-

COVENANT by Purchaser for himself his heirs executors administrators and assigns with the parties thereto of the 1st 2nd and 4th parts their respective executors and administrators that he would not at any time thereafter do or commit any act matter or thing on the premises thereby granted which should be or grow to be a nuisance annoyance or inconvenience to the parties thereto of the 1st 2nd and 4th parts or the neighbourhood or the owners of any land near or adjoining the premises thereby granted and also would not use or permit to be used the same or any buildings to be erected thereon as an Inn Tavern Public House or Beerhouse or for the sale of ale beer wine spirits or other intoxicating drinks And also would not at any time make or permit or cause to be made any road or way through or under any part of the property thereby conveyed.

- 2 The following are details of the covenants contained in the Conveyance dated 17 December 1928 referred to in the Charges Register:-

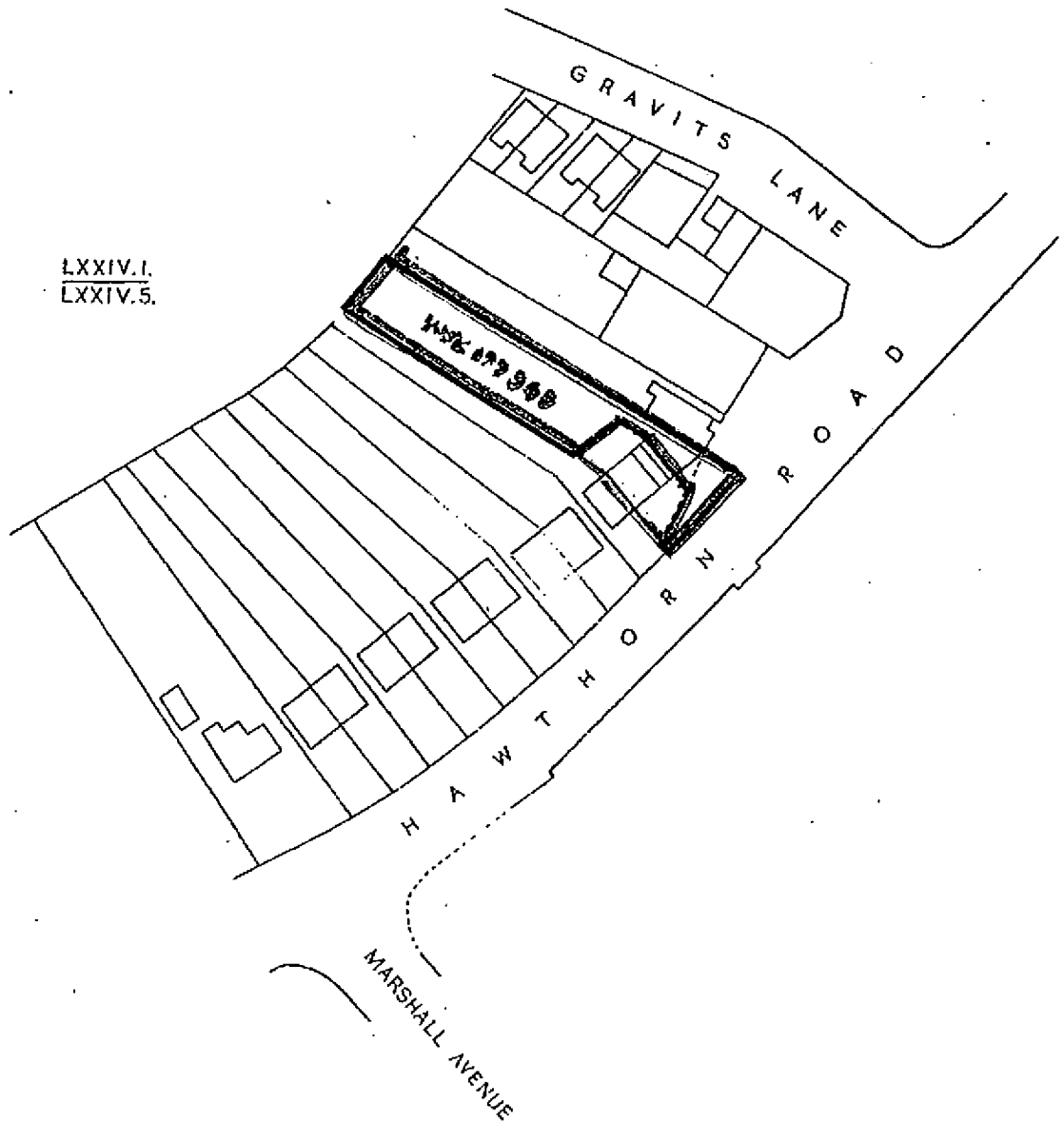
"THE Purchaser as to the land hereby conveyed and with intent to bind all persons in whom for the time being the said piece of land shall be vested (but so that neither he nor they shall incur any personal liability after he or they has or have parted with the possession of the same) hereby covenants with the Vendor that the Purchaser and all persons deriving title under him and his successors in title will at all times hereafter observe and perform the said restrictions and conditions contained in the Schedule hereto."

NOTE: The restrictions and conditions contained in the Schedule above referred to are the same as those contained in the Conveyance dated 13 March 1923 details of which are set out above.

End of register



LXXIV.1.  
LXXIV.5.



Parish, BOGNOR REGIS.  
O.S. Sheet SUSSEX LXXIV.1 & 5.  
M.B.26.

FROM THE OFFICE OF THE REGISTRAR  
S X 10 140

This official copy issued on 26 January 2012 shows the state of this title plan  
on 26 January 2012 at 11:03:43. It is admissible in evidence to the same  
extent as the original (s.67 Land Registration Act 2002)

