

THIS DEED is made the 11 day of February 2014

By (1) Armed Forces and Veterans Estate (Bickleys Court) Limited (company registration number 8412399) whose registered office is at 3 Hansard Mews, Holland Park, London W14 8BJ ("the Owner")

(2) Anchor Trust (company registration number 3147851) whose registered office is situate at 25 Bedford Street, London WC2E 9ES ("the Mortgagee");

TO

Arun District Council of Arun Civic Centre, Maltravers Road Littlehampton, West Sussex BN17 5LF ("the Council")

WHEREAS

- (A) Arun District Council ("the Council") is the Local Planning Authority for the purposes of this Deed for the area within which the Land described in the First Schedule ("the Land") is situated and by whom the obligations contained in this Deed are enforceable
- (B) The Owner is the registered proprietor of the Land at Durham District Land Registry under title number WSX233216
- (C) The Owner has by application reference BR/317/13. ("the Planning Application") made an application to the Council for planning permission to develop the Land in the manner set out in the Planning Application ("the Development")
- (D) The Mortgagee is mortgagee of the Land under a legal charge/mortgage dated 22 August 2013 and has consented to the Owner entering into the obligations contained herein

NOW THIS DEED is made pursuant section 106 of the Town & Country Planning Act 1990 (as amended) and is a planning obligation for the purposes of that section and WITNESSES as follows:

1 Definitions

- 1.1 In this Undertaking the following words and phrases shall unless the context otherwise admits or requires have the following meanings:

"1990 Act" the Town and Country Planning Act 1990 as amended;

" Additional Dwellings" means the three additional Dwellings permitted by the Development being first floor flat numbered 50, and ground floor flats numbered 51 and 52 as shown for identification only edged in blue on the attached plan

"Approval"	approval in writing by the Councils Head of Planning (or other authorised officer) which approval shall not be unreasonably withheld or delayed and the word 'Approved' shall be construed accordingly;
"Commencement of Development"	the carrying out of a material operation as defined in Section 56(4) of the Act in respect of the Development and the words 'Commence the Development' shall be construed accordingly;
"the Development"	the development of the Land by Change of use from redundant community facilities within original sheltered housing to form 3 No flats (C3 Dwelling House) for occupation by members of the armed forces with no age restriction in accordance with the Application;
"Dwelling"	a flat apartment or maisonette (and its curtilage) forming part of the Development and "Dwellings" means more than one of the same;
"Eligible Person"	any person who is or was a full time member of Her Majesty's Armed Forces the armed forces and is either : (a) stationed in the area of Arun District Council or (b) has been stationed in the area of Arun District Council area or (c) has family living in the area of Arun District Council area or (d) is employed in the area of Arun District Council or the surrounding area.
Her Majesty's Armed Forces"	Means the armed forces of the United Kingdom and Northern Ireland and includes the British Army the Royal Navy the Royal Marines and the Royal Air Force
" Land"	the land described in the First Schedule;
" Open Market Valuation"	Means the value of each of the Dwellings as certified by a member of the Royal Institution of Chartered Surveyors
"Parties"	the parties to this Undertaking and where any party comprises more than one person the obligations and liabilities of that party under this Undertaking shall be joint and several obligations and liabilities of those persons;

"the Plan"	the plan annexed to this Undertaking;
"Planning Application"	the application for planning permission for the Development submitted by the Owner under reference number BR/317/13;
"Planning Permission"	means planning permission granted pursuant to the Planning Application

2 Statutory provisions

- 2.1 This Deed constitutes a planning obligation for the purposes of the 1990 Act, section 111 of the Local Government Act 1972 and any other enabling powers.
- 2.2 The obligations contained in this Deed are planning obligations for the purposes of section 106 of the 1990 Act and are entered into by the Owner with the intention that they bind the interests held by those persons in the Land and their respective successors and assigns.
- 2.3 This planning obligations contained in this Deed shall not be effective until Planning Permission has been granted and the Commencement of Development has occurred
- 2.4 The obligations contained in this Deed are enforceable by the Council in accordance with section 106 of the 1990 Act

3 Covenants with the Council

The Owner covenant with the Council:

- 3.1 To comply with the planning obligations contained in the Third Schedule

4 Determination Of Deed

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

- 4.1 expires before the Commencement of Development;
- 4.2 is varied or revoked other than at the request of the Owner; or
- 4.3 is quashed following a successful legal challenge.

5 Local Land Charge

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

6 Ownership

- 6.1 Until the obligations in this Deed have been complied with the Owner will give to the Council within 28 Working Days, the following details of any conveyance, transfer,

ARMED FORCES & VETERANS ESTATES

**Bickleys Court, Richmond Avenue
Bognor Regis PO21 2YD**

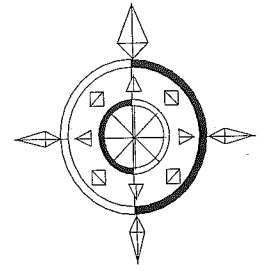


ON BEHALF OF ANCHOR TRUST

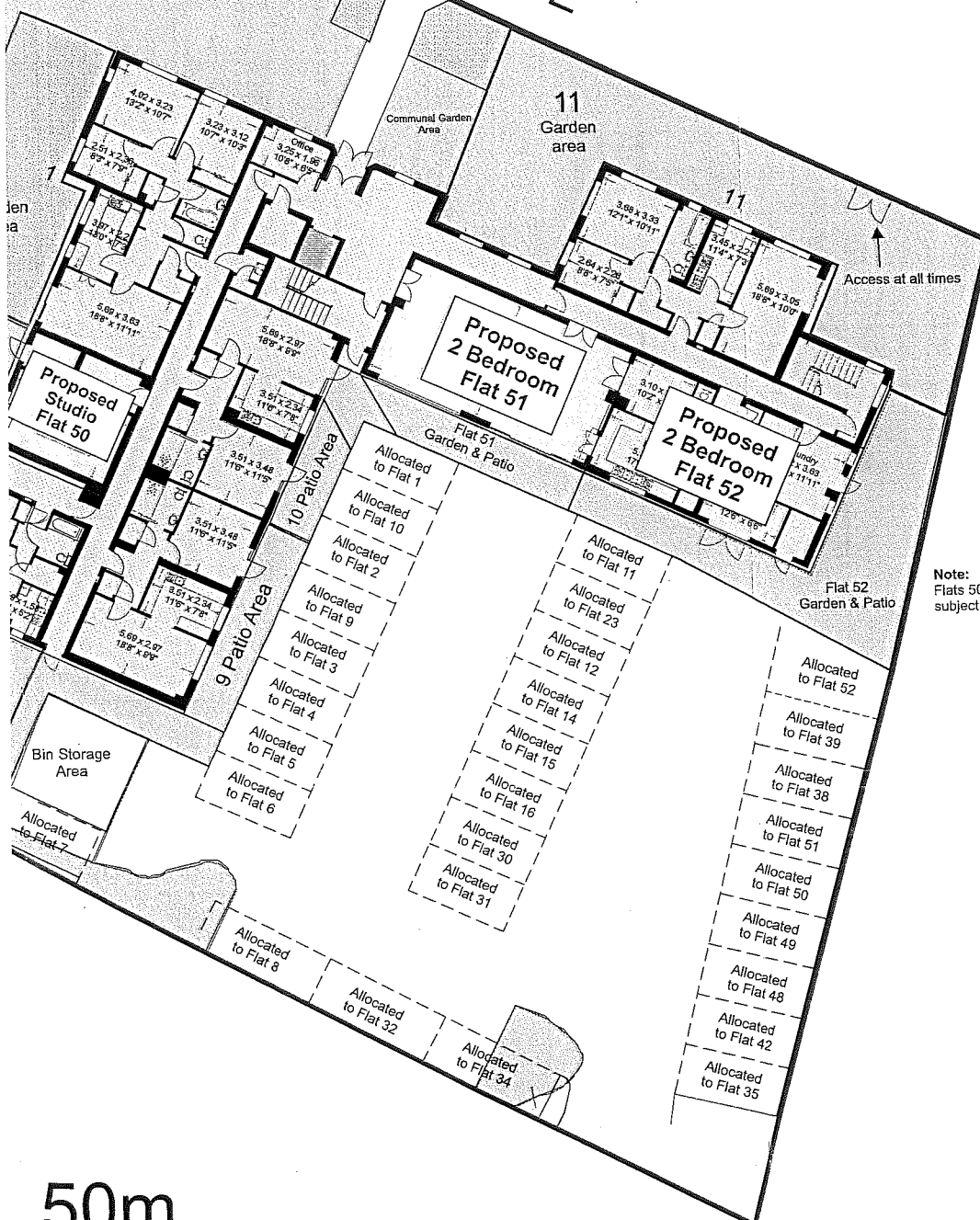
ON BEHALF OF AFV ESTATES (BICKLEYS COURT LTD

0m

25m



RICHMOND AVENUE



50m

Plotted Scale of 1:1250

A3 upscaled

lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Land:

6.1.1 the name and address of the person to whom the disposition was made; and

6.1.2 the nature and extent of the interest disposed of.

7 Notices

7.1 Any notice or other communication 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 or communication at its address as set out below:

7.1.1 Council: Arun District Council Arun Civic Centre Maltravers Road Littlehampton BN17 5LF

7.1.2 Owner: the address listed on the official copies of the registered entries; and
or as otherwise specified by the relevant person by notice in writing to each other person.

8 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 functions shall have any rights to enforce any term of this Deed.

9 Severance

9.1 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.

9.2 If any invalid, unenforceable or illegal provision of this Deed would be valid, enforceable and legal if some part of it were deleted, [the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable OR 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.

10 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.

11 Mortgagee

The Mortgagee hereby consents to the Owner entering into the obligations contained herein but for the avoidance of any doubt the Mortgagee shall not be liable to observe or perform any of the obligations contained in this Deed unless it shall enter onto the Land as Mortgagee in possession

IN WITNESS whereof the parties hereto have executed this document as a Deed the day and year first before written

Signed as a Deed by

As attorney for Anchor [redacted] of
Attorney dated 28 February 2013 in the presence of:

[redacted]
(Signature of Attorney)
As attorney for Anchor Trust

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation

Executed as a Deed

By affixing the Common Seal of

Anchor Trust

)

In the presence of:

)



Authorised signatory

.....

Authorised signatory

Executed as a Deed

By affixing the Common Seal of

Armed Forces and Veterans Estate

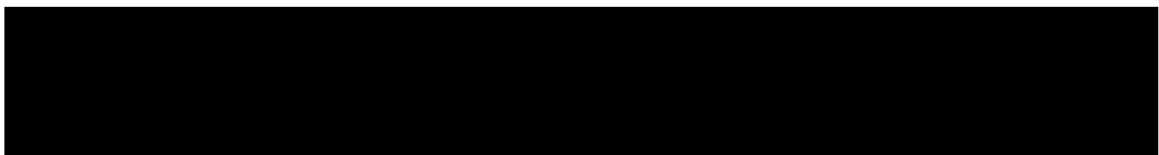
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(Bickleys Court) Limited

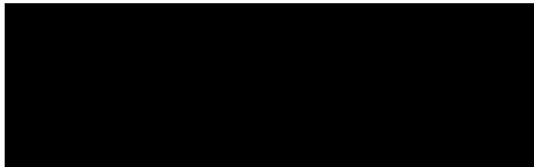
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In the presence of:

)



Authorised signatory



Authorised signatory

FIRST SCHEDULE

(description of the Land)

Land at Bickleys Court, Richmond Avenue, Bognor Regis as shown edged in red on the attached plan on which the three Additional Dwellings are to be provided comprising part only of the land registered at the Land Registry with title number WSX233216

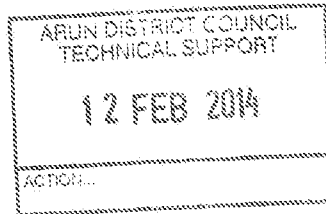
SECOND SCHEDULE

(The Development)

The Change of use from redundant community facilities within original sheltered housing to form 3 No flats (C3 Dwelling House) for occupation by members of the armed forces with no age restriction on the Land

THIRD SCHEDULE

- 1 On the first disposal of each of the three Additional Dwellings permitted by the Development, the consideration for the disposal of the Additional Dwelling shall not exceed EIGHTY PER CENT (80%) of the Open Market Valuation
- 2 On the first disposal of each of the three Additional Dwellings permitted by the Development, to dispose of the Additional Dwelling to a person who is or was a full time member of Her Majesty's Armed Forces



*clarke
willmott

Dawn Johnson
Arun District Council
First Floor
Arun Civic Centre
Maltravers Road
Littlehampton
BN17 5LF

Our ref: AJ/CP011/1616/1626/402592.00002

11 February 2014

BY NEXT DAY SPECIAL DELIVERY

Dear Dawn

Bickleys Court, Bognor Regis

I am pleased to enclose the completed Unilateral Undertaking which you required in connection with Planning Application Number BR/317/13. I would be grateful if you could kindly acknowledge safe receipt. ✓ *comp slip sent, 12/2 -LC*

With kind regards,

Yours sincerely



Anne Jones
Senior Associate
Clarke Willmott LLP
t: 0845 209 1591 m: 07825 639 475
f: 0845 209 2533
e: Anne.Jones@clarkewillmott.com

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Clarke Willmott LLP, Burlington House, Botleigh Grange Business Park, Hedge End, Southampton, SO30 2AF, UK

DX: 49665 Southampton 2 switchboard 0845 209 1000 www.clarkewillmott.com

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