

Planning Application Reference:	BR/341/10/
Document Type:	Section 106 agreement
Date of Agreement:	30th March 2011

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

T x B

Section 106 Unilateral Obligation

THIS UNILATERAL PLANNING OBLIGATION is made the 20th day of March two thousand and eleven

TO Arun District Council (hereinafter called "the Council") of Arun Civic Centre Maltravers Rd, Littlehampton, BN17 5LF

RECITALS

- A The Owner is the registered owner of the land known as Land on the North side of Durban Road Bognor Regis West Sussex (registered at the HM Land Registry under Title Number WSX58998 and shown edged red on the plan attached hereto
- B The Council is the Local Planning Authority for the purposes of the Act and for the administrative area in which the land is situated.
- C The Owner has now made an application to the Council for Planning Permission under Planning Application Number BR/341/10
- D The Owner considers that the land should be bound by this Planning Obligation in the manner hereinafter contained

DEFINITIONS

- 1. In this Deed the following words and expressions shall where the context so admits have the following meanings:
 - 1.1 "The Act" means the Town and Country Planning Act 1990 as amended
 - 1.2 "All Requisite Consents" means all consent Orders or Agreements Authorisations Licences or Permissions necessary to implement the development
 - 1.3 "Application" means the Planning Application allocated reference as above by the Council
 - 1.4 "Development" means the proposed demolition of existing building and erection of 8 two bedroom and 6 1 bedroom flats with ground floor parking, bin and cycle storage area and children play area with access from Durban Road
 - 1.5 "Commencement of the Development" means implementation by the carrying out of a material operation as defined in Section 56(4) of the Act
 - 1.6 "The Owner" shall include its successors in title and assigns
 - 1.7 "The Plan" means the plan annexed hereto

- 1.8 "The Land" means All that land being the land known as Land on the North side of Durban Road Bognor Regis West Sussex PO22 9QT shown edged red on the Plan
- 1.9 "The Planning Obligation" means the planning obligation set out in the Schedule to this Agreement
- 1.10 "The Planning Permission" is the Permission granted under Application Number BR/341/10

MAIN OPERATIVE CLAUSES

- 2.1 THIS Undertaking is an Agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) Section 111 of the Local Government Act 1972 and all other powers and enactments thereby enabling and which may be relevant for the purposes of the enforcement of covenants and or obligations contained herein to the intent that it shall bind the Owner and its successors in title and assigns each and every part of the land
- 2.2 THE Owner hereby covenants with the Council that it will comply in all respects with the Planning Obligations set out and contained in the Schedule hereto to the effect that the land and every part thereof shall be permanently subject thereto
- 2.3 The Mortgagee confirms its consent to the Owner entering into this Deed of Unilateral Undertaking
- 2.4 THIS Planning Obligation is conditional upon and shall be of no effect until the Planning Permission has been granted. If the Planning Permission is cancelled revoked or otherwise withdrawn this Deed shall cease to have effect.
- 2.5 A person (other than the Council) who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed
- 2.6 THIS Deed is a Local Land Charge and is registerable as such by the Council
- 2.7 THIS Deed shall be governed by and construed in accordance with the Laws of England and each of the parties hereby submits to the exclusive jurisdiction of the English Courts
- 2.8 ANY Notice consent or approval required to be given under this Agreement shall be in writing and shall be delivered personally or sent by prepaid first class recorded delivery post telex or facsimile transmission. The address for service of any such notice consent or approval as aforesaid shall in the case of the parties be the address given in the above hereto or such address for service as shall have previously been notified by the party and in the case of the Council shall be Arun District Council of Arun Civic Centre Maltravers Rd, Littlehampton, BN17 5LF
- 2.9 THE Owner agrees to paying the Council's reasonable legal costs in checking that the contents of this Agreement are correct and the Owners title valid
- 2.10 THE Mortgagee consents to the Owner entering into the Agreement and acknowledges that this Agreement binds the land. The Mortgagee shall only be liable for any breach of this Agreement if it has itself caused the breach whilst the Mortgagee is in possession. It shall not be liable for any pre-existing breach.

THE SCHEDULE

The Owner hereby covenants with the Council that it will :-

1. within 7 days of the commencement of the development pay the sum of £18,456.00 as a contribution towards affordable housing in the whole of the Arun District

and further will pay these further sums in the circumstances set out in these clauses :-

2 Index Linking

2.1 General

The Owner undertakes 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 clause 6.1 shall only be made where the Specified /Payment Date is more than 6 months after the date of this undertaking

2.2 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.

2.3 Payment Notice

All payments due under this Deed will be sent to the payee with a duly completed Notice in the Form of that attached

2.4 Legal and Administrative Costs

The Owner undertakes with ADC :

Monitoring Costs of ADC

[a] to pay on commencement of the Development to the ADC a contribution of £100 [minor application] incurred in monitoring compliance with this Agreement

[b] to pay on commencement of the Development to the ADC their additional standard administrative costs incurred in monitoring compliance with each obligation contained in this Agreement in the sum of £50 for each obligation [amounting in total to £150.00]

[c] 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

[d] 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

Payment Notice

Payment of Monles 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.

If ADC is Payee :
Head of Planning Services
Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN 17 5LF
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]	Contribution towards affordable housing	
[c]	Amount of contribution	
[d]	Date upon which contribution is due	
[e]	Amount of contribution enclosed	

EXECUTED AS A DEED by

The Own

Signature

Name:.....

in the presence of

Signature:.....

Name of Witness

Address of Witness

H. M LAND REGISTRY

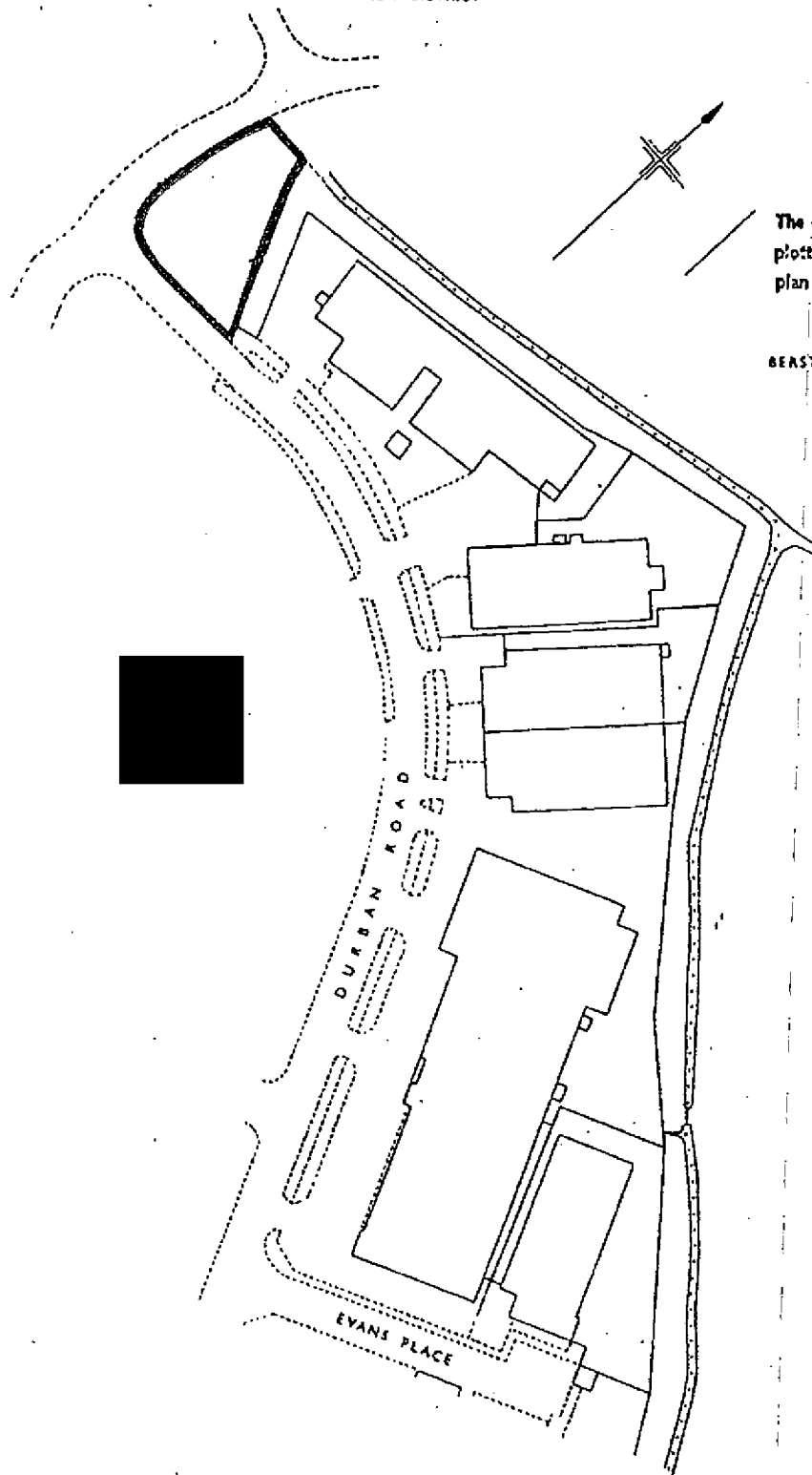
NATIONAL GRID PLAN

SU 9300 SECTION O

WEST SUSSEX

Scale 1/1250

ARUN DISTRICT



The boundaries shown by dotted lines have been plotted from the plans on the deeds. The title plan may be updated from later survey information.

BERSTED PARISH

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Title No. **WSX58998**

This official copy is incomplete without the preceding notes page.