

SECTION 106 COMPLETION STATEMENT

25 April 2017

Legal Ref: 00006153

TO:

- Sue Loveday - Deed Store
- Simon Davis - Instructing Officer (Instructing Officer to advise their Team Leader if appropriate)
- Ros Bentley - S106 Monitoring Officer
- Nicola Spencer - Technical Support Unit
- Christine Bardwell - Local Land Charges
- Claire Rowlands - Finance and Property
- Clare Thompson - NNDR and Council Tax
- LandCharges@arun.gov.uk - Local Land Charges

Completed Section 106 Deed relating to: Mr Ward-Centre for Early Years Training Ltd-The Kindergarten 86 Annandale Avenue Bognor Regis PO21 2EX - BR/74/17/PL

Planning Application Reference: - BR/74/17/PL

Seal Register Number: (to be inserted by Legal Officer) none because its unilateral or one sided where one party only signs -

Has a Decision been made for the Planning Application and if so, what was the Decision?: /NO -

Has Legal Services been advised that Legal Fees have been paid, and if yes, how much? : none advised – developer reminded

Summary of the Planning Obligations:

	Obligation Detail:	Split: • ADC • WSCC • OTHER PARTY	Can indexation or interest be applied?	Is there a spend by restriction and if so, what is that date?	Can ADC take 5% or £15,000 of contributions received to use on related projects
1	-86 Annandale Avenue Bognor Regis PO21 2EX £2550 pagham harbour sum	All ADC £2550 pagham harbour sum	Indexation no interest yes	no	no
2					
3					
4					
5					
6					

Add in any further information that is relevant here

This started on 11/4/17 and completed on 25/4/17 after some revisions to the deed required due to omissions by the developer and updated HMLR OCE
And r a new deed being signed by a co operative and responsive developer

PL10 – S106 Completion Memo/Statement

Completion within a reasonable time
Any questions should be directed to:

Delwyn Jones
Planning Solicitor
Extn: 37737
Legal Services

DATED

20.04.2017

PLANNING OBLIGATION BY WAY OF UNILATERAL UNDERTAKING UNDER SECTION 106 OF
THE TOWN & COUNTRY PLANNING ACT 1990 RELATING TO LAND AT 86 ANNANDALE
AVENUE BOGNOR REGIS WEST SUSSEX PO21 2EX

OWNER

CENTRE FOR EARLY YEARS TRAINING LIMITED

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THIS DEED is dated 20.04.2017

- (1) Centre for Early Years Training Limited incorporated and registered in England and Wales with company number 3113049 whose registered office is at 86 Annandale Avenue Bognor Regis West Sussex PO21 2EX

IN FAVOUR OF 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 Property is situated.
- (B) The Owner owns the Property.
- (C) The Owner has made the Planning Application and is proposing to carry out the Development.
- (D) In consideration of Pagham Harbour policy ENV DM2 of the emerging Local Plan 2011-2031, and Cabinet's approval of the tariff based system on 20 July 2015, the Owner gives this undertaking to perform the obligations set out in this deed.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

Access Management Contribution: the sum of £2550.00 towards the cost of delivering measures to avoid, or mitigate to an acceptable level, the harm caused to Pagham Harbour by the Development.

Base Rate: the higher of [5%] and the base rate from time to time of Barclays Bank plc.

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 Development.

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

Development: the development of the Property by conversion of the ground floor to create 2 No. self contained flats as described in the Planning Application.

Pagham Harbour: A Special Protection Area, also known as a Natura 2000 site, based in Pagham, West Sussex in the District of Arun, identified as being of international importance for the breeding, feeding, wintering or migration of rare and vulnerable species of European Union birds.

Plan: the plan attached to this deed.

Planning Application: an application for planning permission registered by the Council under reference number BR/74/17/PL

Planning Permission: the planning permission to be granted by the Council in respect of the Planning Application.

Property: the freehold land at 86 Annandale Avenue Bognor Regis West Sussex PO21 2EX shown edged red on the Plan and registered at HM Land Registry with absolute title under title number WSX71341.

TCPA 1990: Town and Country Planning Act 1990

Working Day: any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in [England OR Wales].

- 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 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.7 A reference to the Council shall include the successors to its respective statutory functions.
- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 Unless the context otherwise requires, 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** excludes faxes and e-mail.

- 1.11 A reference to **this deed** or to any other deed or document referred to in this deed is a reference to this deed or such other deed or document 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 are to the clauses of this deed.
- 1.13 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.14 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

- 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 those persons in the Property and their respective successors and assigns.
- 2.3 This deed shall come into effect on the date of grant of the Planning Permission.
- 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.

3. COVENANTS WITH THE COUNCIL

The Owner covenants with the Council to pay the Access Management Contribution to the Council on or before the Commencement Date.

4. 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.

5. DETERMINATION OF DEED

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

- (a) expires before the Commencement of Development;
- (b) is varied or revoked other than at the request of the Owner; or
- (c) is quashed following a successful legal challenge.

6. LOCAL LAND CHARGE

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

7. INTEREST ON LATE PAYMENT

If the Access Management Contribution has not been paid to the Council prior to or on the Commencement Date, the Owner shall pay the Council interest on the Access Management Contribution at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period from the Commencement Date to and including the date of payment.

8. COUNCIL'S COSTS

The Owner shall pay to the Council on the date of this deed the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, completion and registration of this deed.

9. OWNERSHIP

9.1 The Owner warrants that no person other than the Owner has any legal or equitable interest in the Property.

9.2 Until the obligations in clause 3 have been complied with the Owner will give to the Council within 14 Working Days, the following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Property:

- (a) the name and address of the person to whom the disposition was made; and
- (b) the nature and extent of the interest disposed of.

10. NOTICES

10.1 A notice or other communication to be given under or in connection with this deed must be in writing and must be:

- (a) delivered by hand; or
- (b) sent by pre-paid first class post or other next working day delivery service.

10.2 Any notice [or other communication] to be given under this deed must be sent to the relevant party as follows:

- (a) to the Council at: Arun Civic Centre Maltravers Road Littlehampton West Sussex BN17 5LF marked for the attention of the Planning Department and quoting the Planning Application number;
- (b) to the Owner at: 86 Annandale Avenue Bognor Regis West Sussex PO21 2EX marked for the attention of Mr David Ward (Director);

10.3 Any notice or other communication given in accordance with clause 10.1 and clause 10.2 will be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt [or at the time the notice is left at the address] provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day;
- (b) if sent by pre-paid first class post or other next working day delivery service at [9.00 am] on the second Working Day after posting.

10.4 A notice or other communication given under this deed shall not be validly given if sent by e-mail.

10.5 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

11. THIRD PARTY RIGHTS

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

12. 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 Centre for
Early Years Training Limited acting
by
David Ward a director and

Director

20.04.17

Sharon Brisley-Moore a director

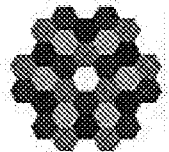
In
Full

WITNESS SIGNATURE

Address 24 ANNANDALE
AVENUE, Bognor
REGIS, PO21 3EX
WEST SUSSEX.

Occupation Retired

4



Official copy of register of title

Title number WSX71341

Edition date 17.06.2013

- This official copy shows the entries on the register of title on 13 APR 2017 at 15:01:43.
- 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 13 Apr 2017.
- 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 HM 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 86 Annandale Avenue, Bognor Regis (PO21 2EX).
- 2 A Conveyance of the land tinted pink on the title plan and other land dated 30 September 1955 made between (1) Ethel Storey (2) Alan Arthur Edward Gooding and (3) Inez Violetta Buck contains the following provision:-

the walls (one hundred and four feet and thirty one feet) on the South west being included.
- 3 (25.01.2001) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

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 (25.01.2001) PROPRIETOR: CENTRE FOR EARLY YEARS TRAINING LIMITED (Co. Regn. No. 3113049) of 86 Annandale Avenue, Bognor Regis, West Sussex PO21 2EX.
- 2 (25.01.2001) The price stated to have been paid on 5 January 2001 was £165,000.
- 3 (25.01.2001) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
- 4 (25.01.2001) The Transfer dated 19 May 2000 referred to in the Charges Register contains purchasers personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

Schedule of personal covenants

- 1 The following are details of the personal covenants contained in the Transfer dated 19 May 2000 referred to in the Proprietorship Register:-

"The Transferee covenants with the Transferor for the benefit of each and every part of the pieces of land shown coloured yellow on the plan ('the Retained Land') in the terms set out in the First Schedule.

SCHEDULE 1

1. Demolish and remove within eight months of the date of the transfer, the existing walls between points A, B and C and D, E and F on the plan.

2. Construct within eight months of the date of the transfer and afterwards to maintain and when necessary, renew a close-boarded fence one metre high along the boundary of the property, marked "T" on the plan.

3. Lay within eight months of the date of the transfer, a hard surface on every part of the retained land to the specification of the Transferor's County Surveyor.

4. All works associated with points 1, 2 and 3 above, shall be completed in a workmanlike manner, using new and sound materials, and to the satisfaction of the Transferor's Area Highway Engineer."

C: Charges Register

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

- 1 A Conveyance of the land in this title and other land dated 8 June 1906 made between (1) John Little (2) George Austin and (3) William Port contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 A Conveyance of the land tinted pink on the title plan dated 22 April 1983 made between (1) The County Council of West Sussex (Vendors) and (2) Giovanni Thomas Giacomazzi and Belinda Louise Dale (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 (25.01.2001) A Transfer of the land tinted blue on the title plan dated 19 May 2000 made between (1) West Sussex County Council and (2) Susan Denise Reed contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 4 (25.01.2001) The land tinted blue on the title plan is subject to the following rights reserved by the Transfer dated 19 May 2000 referred to above:-

"The property is sold together with a right for the owners of No. 129 Longford Road and their successors in title and those authorised by him or them to pass and repass on foot only at all reasonable times over and along those parts of the property hatched black on the plan for the purpose of repairing maintaining and cleaning the garage coloured green on the plan."

NOTE: Copy Plan filed.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 8 June 1906 referred to in the Charges Register:-

"the Purchaser for himself his heirs executors administrators and assigns (so as to cause the said restrictive and other covenants and conditions specified in the first Schedule hereto to run with the land hereby conveyed and bind so far as he lawfully can the owner or owners for the time being thereof) hereby covenants with the said John Little his heirs and assigns that he the Purchaser his heirs and assigns will at all times hereafter observe and perform the said restrictive and

Schedule of restrictive covenants continued

other covenants and conditions specified in the first Schedule

THE FIRST SCHEDULE above referred to

1. Not to erect and build more than two detached or semidetached dwellinghouses on the said land and to completely finish the same fit for habitation to the satisfaction of the said John Little at a prime cost of not less than Four hundred pounds for each detached dwellinghouse and not less than Three hundred pounds for each semi-detached dwellinghouse exclusive of the value of the land and to submit plans of such dwellinghouses for the approval in writing of the said John Little or his surveyor but such approval shall not be unreasonably withheld.
 2. Not to alter the front or flank elevation of the said dwellinghouses or buildings or the walls or fences of or enclosing the same or place any building on the area or forecourt of such dwellinghouses or buildings after such dwellinghouses or buildings shall have been erected as aforesaid without the consent in writing of the said John Little first had and obtained.
 3. Not to use the said land or any part thereof or any dwellinghouses or buildings to be erected thereon for the trade or business of a distiller brewer alehouse keeper licensed victualler tavern keeper or beerhouse keeper or any of them or for the sale of beer ale porter stout wines spirits or other alcoholic or excisable liquors or for the purpose of a private or other club.
 4. Not to use or permit or allow to be used the said dwellinghouses or buildings or any part thereof when erected or any part of the said land otherwise than as private dwellinghouses.
 5. NOT to do or suffer to be done on the said land and premises or any part or parts thereof anything whatsoever which might be or become a nuisance annoyance or injury to the said John Little or the adjoining owners or occupier."
- 2 The following are details of the covenants contained in the Transfer dated 23 April 1983 referred to in the Charges Register:-
- "PURSUANT to the provisions of Section 41 of the West Sussex County Council Act 1972 the Purchasers hereby covenant with the Vendors that the Purchasers will not erect or permit the erection of any additional building or buildings on the property hereby conveyed."
- 3 The following are details of the covenants contained in the Transfer dated 19 May 2000 referred to in the Charges Register:-
- "The Transferee covenants with the Transferor to the intent that the burden of the covenant will run with and bind the property and every part of it, and that the benefit of the covenant will be annexed to and run with the retained land and every part of it to observe and perform the stipulations set out in the Second Schedule.

SCHEDULE 2

1. Not to use the property or any part of it for any purpose other than garden land.
2. No building or structure other than a shed of modest size, and for domestic purposes only, shall be built on the property.

End of register

Your Ref.
Our Ref. ADK/SM/7369
Date 20th April 2017

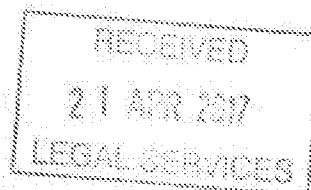
J. P. Tupper Associates

Chartered Surveyors

20 SUDLEY ROAD, BOGNOR REGIS, SUSSEX, PO21 1EU

Mr Delwyn Jones
Planning Solicitor
Legal Services
Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton BN17 5LF

Surveyors, Valuers & Architectural Consultants
J. P. Tupper, M. A. (Cartist.) Est. Man., F.R.I.C.S., A.C.I. Arb., I.R.R.V.



Dear Mr Jones

RE: 86 Annandale Avenue, Bognor Regis – BR/74/17/PL

Further to your email, I have amended the Section 106 Deed as requested and had the Applicant sign the revised copy of the Deed and then date it, which is herewith enclosed.

If you have any queries please do not hesitate in contacting me.

Yours sincerely


Andrew Knowles M.R.I.C.S.
for JP Tupper Associates

Encs

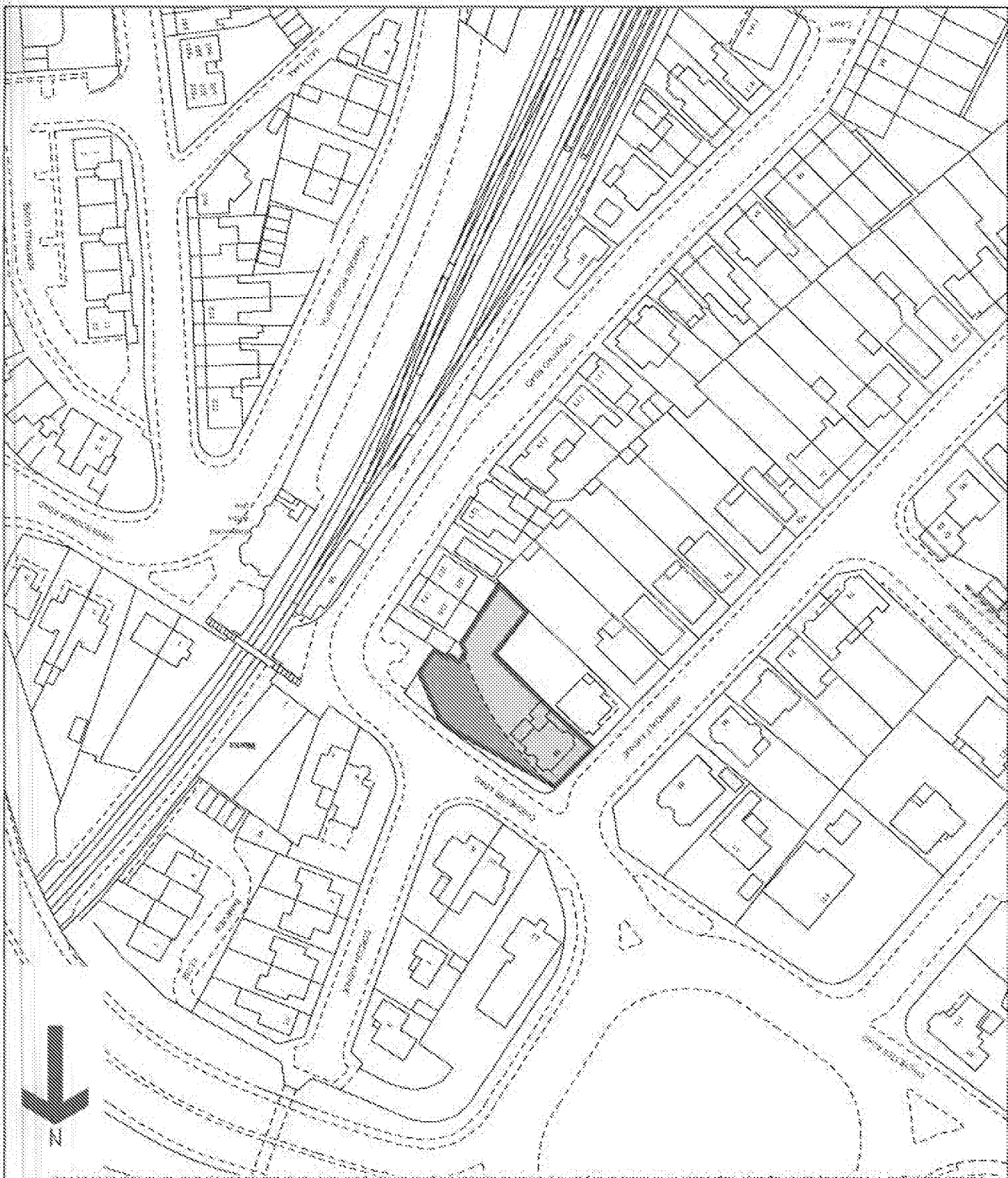
1. J.P. Tupper
2. P. H. Jones
3. J. H. Ox
Complete



VAT Reg. No. 193 2565 47



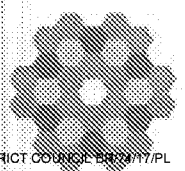
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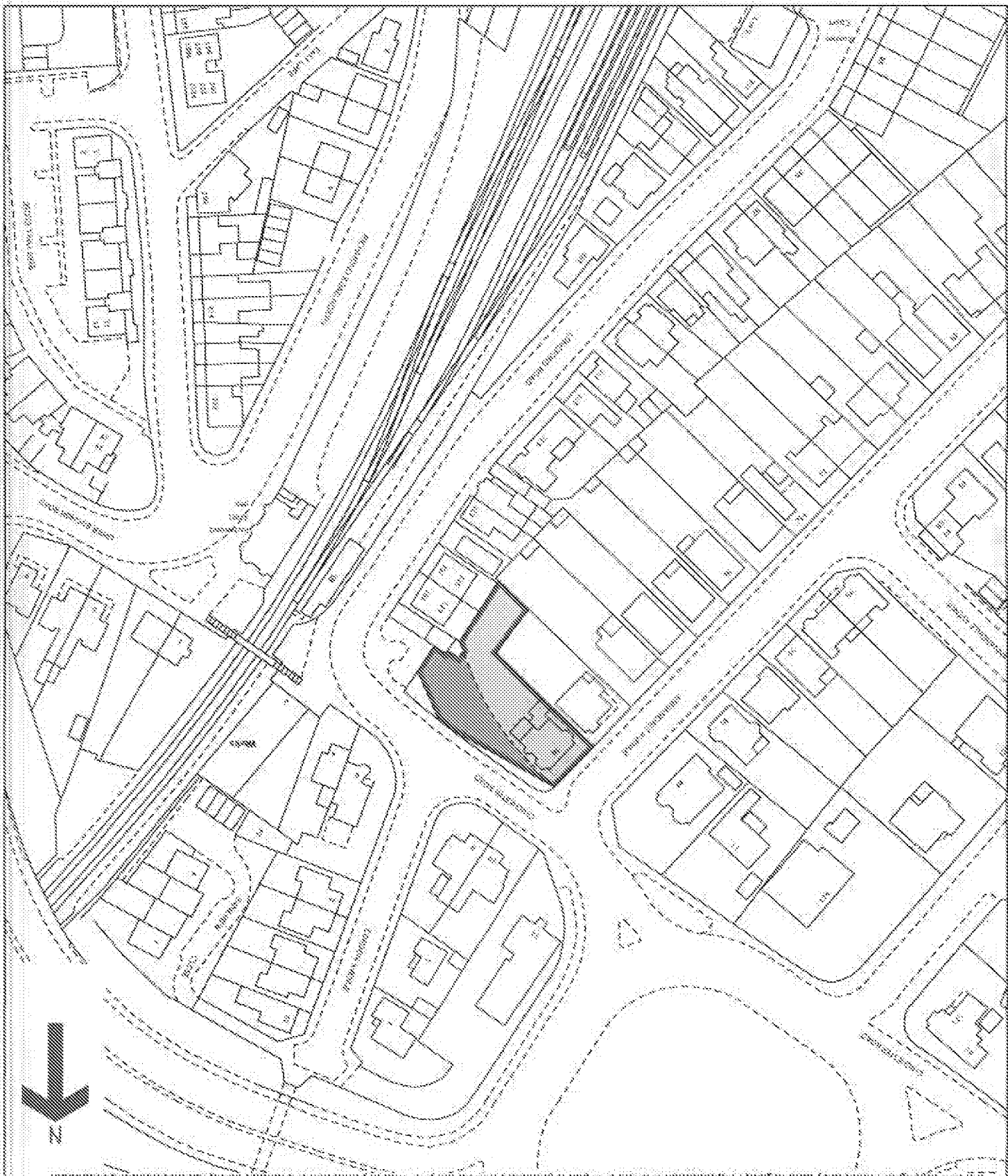


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Land Registry
Official copy of
title plan

Title number **WSX71341**
Ordnance Survey map reference **SZ9399NE**
Scale **1:1250**
Administrative area **West Sussex : Arun**





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Land Registry
Official copy of
title plan

Title number **WSX71341**
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Scale **1:1250**
Administrative area **West Sussex : Arun**

