

Dated:

13 May

2013

Between:

- | | | |
|-----|------------------------|-------------|
| [1] | R J Salt and V L Clegg | [The Owner] |
| [2] | Arun District Council | [ADC] |

PLANNING OBLIGATION

under Section 106 of the Town & Country Planning Act 1990
and other powers relating to Land at
West Sussex

Affordable housing contribution of £1104

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

- 13 May
1. THIS DEED is by undertaking and is dated _____ 2013 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	Ryan John Salt and Victoria Lesley Clegg of 6 Wyphurst Road Cranleigh West GU6 7AT Sussex
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 304597 of land at Camden House High Street Bognor Regis West Sussex PO21 1SR ("The Land") shown for identification only edged black on the attached plan and the applicant for planning permission described below
	Planning Permission is to be sought under Application Ref: yet to be assigned for residential development comprising of one one bedroomed 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 Planning Application has been made 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	£150	ADC Monitoring of compliance with the Deed

Legal Costs of ADC

6.1 ADC acknowledges the receipt from the Owner the 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 on 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 DATE & REFERENCE	
PLANNING OBLIGATION 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.

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]	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	

SIGNED AS A DEED BY
THE OWNER RYAN JOHN SALT
IN THE PRESENCE OF

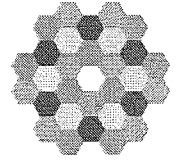
LakeSide Farm
the Lane IFold
west Sussex
RH14 0UH

SIGNED AS A DEED BY
THE OWNER VICTORIA LESLEY CLEGG
IN THE PRESENCE OF

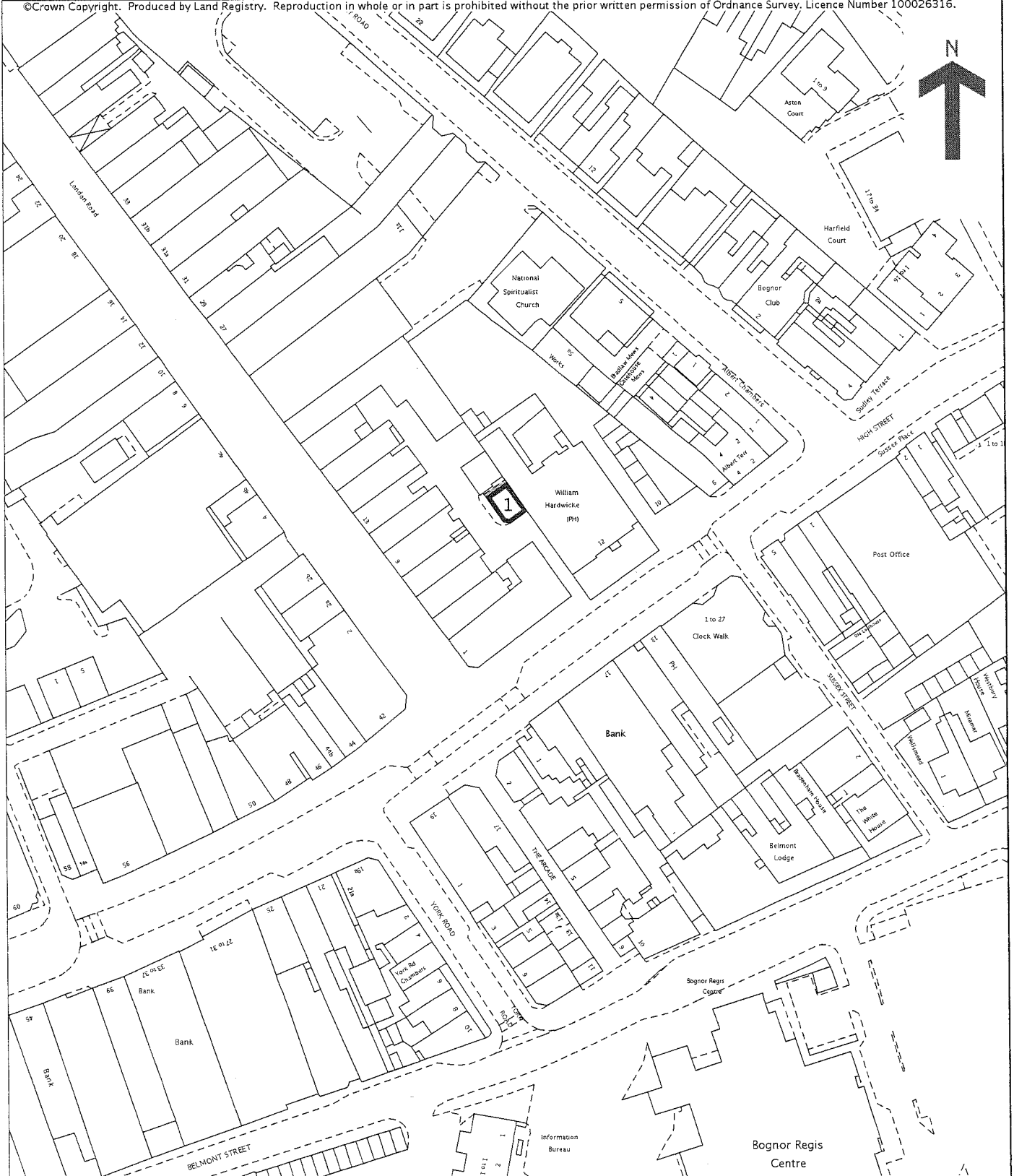
Stuart Haines
Lakeside Farm
the Land Ifold
west Sussex
RH14 0UH

Land Registry Official copy of title plan

Title number **WSX304597**
Ordnance Survey map reference **SZ9399SE**
Scale **1:1250**
Administrative area **West Sussex : Arun**



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These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

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

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from Land Registry.

If any mapping work in respect of any pending application(s) has been completed, additional references, which are not referred to in the register of title, may appear on the title plan or be referred to in the certificate of inspection in form CI. References may also have been amended by, or not be shown on the title plan, where these are being removed as a result of a pending application(s).

This official copy is issued on 09 May 2013 shows the state of this title plan on 09 May 2013 at 09:05:16. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - *Title Plans and Boundaries*.

This title is dealt with by the Land Registry, Durham Office .

Title number WSX304597

B: Proprietorship Register continued

- 1 (30.09.2008) PROPRIETOR: RYAN JOHN SALT and VICTORIA LESLEY CLEGG of 6 Wyphurst Road, Cranleigh, Surrey GU6 7AT.
- 2 (02.11.2006) The price stated to have been paid on 29 September 2006 was £175,000.

C: Charges Register

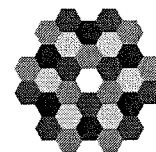
This register contains any charges and other matters that affect the land.

- 1 (11.01.2008) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.
The leases grant and reserve easements as therein mentioned.

Schedule of notices of leases

- | | | | | |
|---|---------------------------|-----------------------|---|-----------|
| 1 | 11.01.2008
1 (part of) | Flat 2 (first floor) | 07.11.2007
125 years from
and including
1.7.2007 | WSX315663 |
| 2 | 23.10.2008
1 (part of) | Flat 1 (ground floor) | 19.09.2008
125 years from
1 July 2007 | WSX323481 |
| 3 | 23.10.2008
1 (part of) | Flat 3 (second floor) | 19.09.2008
125 years from
1.7.2007 | WSX323485 |

End of register



Official copy of register of title

Title number WSX304597

Edition date 23.10.2008

- This official copy shows the entries on the register of title on 09 MAY 2013 at 09:05:15.
- 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 09 May 2013.
- 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 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 (12.07.1979) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Camden House, High Street, Bognor Regis (PO21 1SR).
- 2 (20.04.2005) The land has the benefit (except as mentioned in the Note below) of the rights granted by a Transfer of the land in this title and other land dated 11 March 2005 made between (1) Norman Alfred Reynolds, Dominic James Reynolds, James Benedict Reynolds and Stephen John Reynolds and (2) Nigel Wyatt.

NOTE 1: The rights granted by the Transfer are included in the title only in so far as they fall within the Transferors title WSX34798 on 20 April 2005

NOTE 2: Copy filed under WSX288874.

- 3 (02.11.2006) The land has the benefit of the following rights granted by a Transfer dated 29 September 2006 made between (1) Nigel Wyatt and (2) Ryan John Salt:-

"Right of access for the Transferee and their successors in title over the land tinted yellow on the plan annexed hereto for the purpose of gaining access to the property and for maintaining the same."

NOTE: The land tinted yellow referred to has been tinted brown on the title plan.

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

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.