
Dated: 28th February 2020

PLANNING OBLIGATION

(Given by way of Unilateral Undertaking)

Under Section 106 of the Town and Country
Planning Act 1990

- (1) Mr & Mrs Rowlands
- (2) MJH Executive Homes Limited
- to
- (3) Arun District Council

PROPERTY Horsemere Green Lane,
Climping, Littlehampton BN17
5QZ

DMH Stallard LLP
3rd Floor, Origin One Crawley
West Sussex RH10 1BD

Ref 0490/106738-206
Date: 27 February 2020
Version: 2

THIS PLANNING OBLIGATION is made the 28th day of February 2020
and is given in the form of a unilateral undertaking

BY

- (1) **Anthony John Rowland and Angela Frances Rowland** both of Langford, Horsemere Green Lane, Climping, Littlehampton, BN17 5QZ ("the Owner"); and
- (2) **MJH Executive Homes Limited** (Company Number 04166678) whose registered office is at Amelia House, Crescent Road, Worthing, West Sussex, BN11 1QR ("the Developer") and

To

- (3) **Arun District Council** of Arun Civic Centre Maltravers Rd, Littlehampton BN17 5LF ("the District Council")

1. DEFINITIONS

In this Planning Obligation the following words and expressions shall where the context so requires or admits have the following meanings:

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

"the District Council" shall include its successors-in-title

"the Footpath Contribution" means a financial contribution of TEN THOUSAND POUNDS (£10,000.00) payable to the District Council pursuant to The Schedule and to be used for the provision of the Footpath as identified on the Footpath Plan

"the Footpath" means the proposed footpath within the adopted highway known as Horsemere Green Lane to extend the existing footway at Appletree

Walk to the proposed access into the Property in the approximate position shown coloured blue on the Footpath Plan

"the Footpath Plan" means the plan attached hereto marked "Footpath Plan".

"the Monitoring Fee" means a sum of £150 (One hundred and Fifty pounds) payable to the District Council in accordance with the Schedule in accordance with Regulation 122(2A) of CIL in respect of the cost of monitoring (including reporting under CIL) in relation to the delivery of these planning obligations

"the Owner" shall include its successors-in-title and assigns

"the Plan" means the plan annexed hereto

"the Planning Application" means the planning application submitted by the Developer to the District Council and allocated reference CM/64/19/PL to permit residential development comprising 2 x 3 bedroom bungalows, 2 x 3 bedroom houses, 2 x 2 bedroom houses and 3 x 4 bedroom houses along with access and parking following demolition of existing dwelling on the Property more particularly described therein

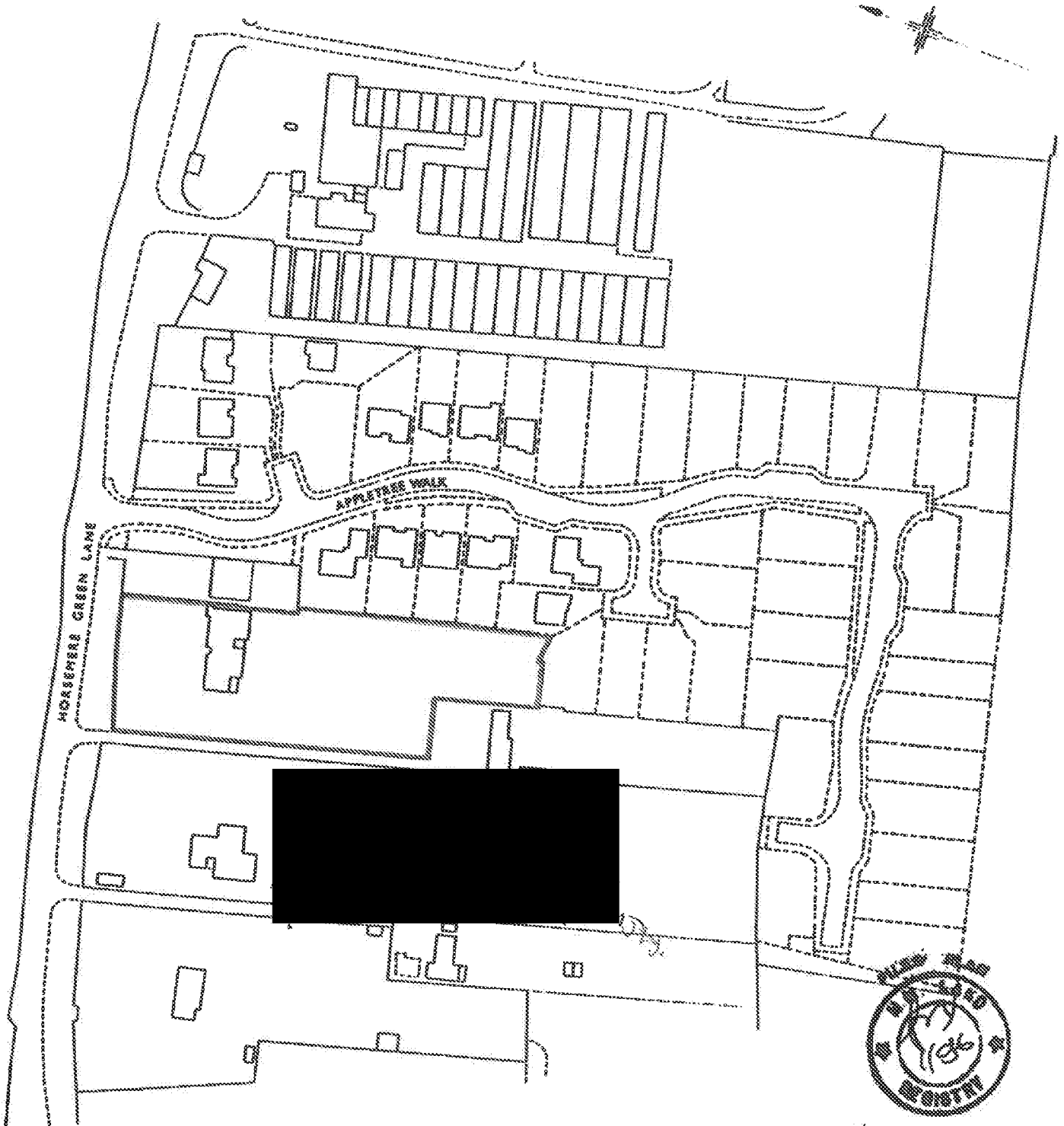
"the Planning Permission" means the grant of planning permission for the Proposed Development pursuant to the Planning Application

"the Property" means the property known as Langford, Horsemere Green Lane, Climping, Littlehampton, BN17 5QX comprising the whole of the land in title WSX201129 and shown for the purposes of identification only edged red on the Plan

"the Proposed Development" means the development described in the Planning Application

THE PLAN

H.M. LAND REGISTRY		TITLE NUMBER	
		WSX 201129	
ORDNANCE SURVEY PLAN REFERENCE	SU 9902	SECTION 8	Scale 1/1250 Enlarged from 1/2500
COUNTY WEST SUSSEX	DISTRICT ARUN	(C) Crown copyright 1988	



2. RECITALS

- 2.1 The Owner is the freehold owner of the Property
- 2.2 The Developer has the benefit of an option to purchase the Property by virtue of an Agreement dated 11 November 2019 and made between the Owner (1) and the Developer (2)
- 2.3 The Property is situated within the administrative district of Arun in which the District Council is the local planning authority for the purposes of the Act and responsible for the provision of the Footpath.
- 2.4 The Developer submitted the Planning Application to the District Council for the Proposed Development
- 2.5 The Planning Application has not yet been reported to the District Council's Planning Committee
- 2.6 The Owner and the Developer are willing to give this unilateral undertaking to the District Council in the terms and subject to the conditions hereinafter appearing

3. STATUTORY PROVISIONS

This Deed constitutes a Planning Obligation for the purposes of Section 106 of the Act and is given by the Owner and the Developer to the District Council pursuant to the provisions thereof with the intention of binding the Owner's freehold interest in the Property

4. ENFORCING AUTHORITY

The District Council is the local planning authority by which the provisions of this Planning Obligation are intended to be enforceable

5. CONDITIONS

5.1 Clause 5 and the Schedule to this Planning Obligation are strictly conditional upon the following:

5.1.1 The grant of the Planning Permission and

5.1.2 The Planning Permission being implemented by the carrying out of a material operation as defined by Section 56(4) of the Act and for the purposes of this Planning Obligation "material operation" shall not include any operation in connection with site clearance demolition diversion and laying of services and the erection of means of enclosure for site security

5.2 The Owner hereby undertakes to the District Council to serve written notice upon the District Council advising the District Council within 7 working days of the date that the aforementioned condition has been fulfilled

6. OBLIGATIONS

Subject to the provisions of this Planning Obligation the Owner hereby covenants with the District Council in the terms of the Schedule hereto

7. REVOCATION

In the event that the Planning Permission is quashed lapses or is revoked or otherwise withdrawn or modified this Planning Obligation will cease to have any further force or effect unless otherwise agreed in writing with the District Council

8. SUBSEQUENT PERMISSIONS

In the event that a subsequent planning permission is granted and development thereunder is commenced for development which would be incompatible with all or any of the covenants hereinbefore contained the said covenants shall cease to have any effect on the date that such subsequent planning permission is granted

9. CURRENT OWNER

This Planning Obligation shall only bind the Owner and its successors in title to the Property or any part thereof so long as it shall have an interest in the Property or part thereof

10. DECLARATION

It is hereby declared that in the event that the Developer does not complete its acquisition of the Property then it shall not be bound by any of the terms of this Planning Obligation and this Planning Obligation shall remain in full force and effect as if the Developer were not a party hereto

11. NOTICES

11.1 Any notice consent or approval required to be given under this Planning Obligation shall be in writing and shall be delivered personally or sent by pre-paid first class post

11.2 The address for service of any such notice consent or approval as aforesaid shall be the addresses given in the definition of the parties hereto or such other address for service as shall have been previously notified to the other party

11.3 A notice consent or approval under this Planning Obligation shall be deemed to have been served as follows:

11.3.1 if personally delivered at the time of delivery;

11.3.2 if posted at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authority within the United Kingdom;

and in proving such service it shall be sufficient to prove that personal delivery was made or that the envelope containing such notice consent or

approval was properly addressed and delivered into the custody of the postal authority in a pre-paid first class envelope as the case may be

12. REGISTRATION

The Owner acknowledges that this Planning Obligation may be registered as a local land charge in the Register of Local Land Charges maintained by the District Council

13. INTERPRETATION

In this Agreement:

- 13.1 words importing the masculine gender include the feminine and the neuter and vice versa
- 13.2 words importing the singular include the plural and vice versa
- 13.3 references to persons include bodies corporate and vice versa
- 13.4 save where the context otherwise requires all obligations given or undertaken by more than one person in the same capacity are given or undertaken by them jointly and severally so as to apply and be enforceable against all both or any of such persons and their and each of their personal representatives
- 13.5 the clause headings shall not affect the construction of this Agreement
- 13.6 save where otherwise stated any reference to a numbered clause or schedule means the clause or schedule in this Agreement which is so numbered
- 13.7 every reference to any statute or any section of any statute shall be read and construed as including a reference to any statutory amendment modification or re-enactment thereof for the time being in force and to every instrument order direction regulation bye-law permission licence consent condition scheme or other such matter made in pursuance of such statute

14. COSTS

The Owner and/or Developer shall pay to the District Council on the date of this deed the District Council's reasonable and proper legal costs.

IN WITNESS whereof the Owner and the Developer have set their hands or caused their Common Seals to be hereunto affixed the day and year first above written

THE SCHEDULE

(Planning Obligations)

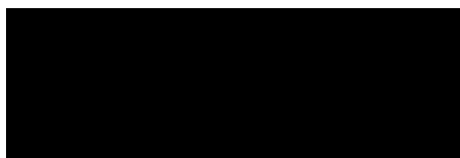
1. Footpath Contribution
 - 1.1. Prior to first occupation of the 1st residential dwelling unit permitted pursuant to the Planning Permission the Owner and/or the Developer as appropriate shall pay to the District Council the Footpath Contribution
 - 1.2. The Owner and/or the Developer shall not cause or allow the first occupation of the 1st dwelling unit permitted pursuant to the Planning Permission until the Footpath Contribution as been paid to the District Council
2. Monitoring Fee
 - 2.1. Prior to the carrying out of material operation as described in clause 5.1.2 of the undertaking the Owner and/or the Developer as appropriate shall pay to the District Council the Monitoring Fee.
 - 2.2. The Owner and/or the Developer shall not cause or permit the material operation as described in clause 5.1.2 of this undertaking until the Monitoring Fee has been paid to the District Council.

SIGNED as a Deed by the said)
ANTHONY JOHN ROWLAND)
in the presence of:-)



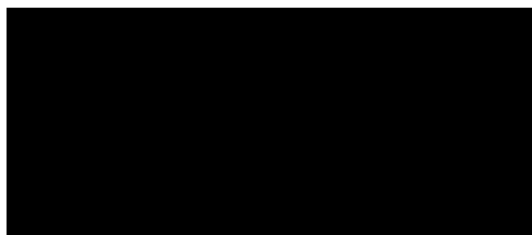
Witness: 
Signature
Name ..PATRICIA...COLLIS.....
Address ..18...DOUGLAS CLOSE.....
.....MIDDLETON-ON-SEA.....
.....BOGNOR REGIS, W. SUSSEX PO22 7UE
Occupation RETIRED.....

SIGNED as a Deed by the said
ANGELA FRANCES ROWLAND
in the presence of:-



Witness: 
Signature
Name ..PATRICIA...COLLIS.....
Address ..18...DOUGLAS CLOSE.....
.....BOGNOR REGIS.....
.....W. SUSSEX PO22 7UE.....
Occupation RETIRED.....

Signed as a deed by)
MJH EXECUTIVE HOMES LIMITED)
acting by Michael Hartnett as a director)
in the presence of:)



Witness:

Signature



Name

SILVIA ROWBOTHAM

Address

114 HIGHWOOD DRIVE

LITTLEHAMPTON

WEST SUSSEX BN17 6HP

Occupation

OFFICE MANAGER