

Please use this Form if your planning application is for between 1 to 6 houses

Dated 20 May 2014

[1] The Owner: Mr Paul Voller & Mrs Clare Voller

[2] The Mortgagee: Lloyds Bank

UNILATERAL UNDERTAKING

Under Section 106 of the Town and Country Planning Act 1990 concerning land at
Tars Farm
Church Lane
Barnham
West Sussex
PO22 6DB

Planning Application Ref: ~~BN172774~~ EG/50/14/PL
Contributions for Affordable Housing of £2208.00
Monitoring Fee £150.00

Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF
Tel: 01903 737500
DX: 57406 Littlehampton



THIS UNILATERAL UNDERTAKING is given this 20th May 2014⁸ 2012

By Mr Paul Voller and Mrs Clare Voller &

Of Tars Farm, Church Lane, Barnham, West Sussex, PO220DB

("the Owner") IN FAVOUR OF Arun District Council of Arun Civic Centre Maltravers Road Littlehampton West Sussex BN 17 5LF with the agreement and consent of :-

Lloyds Bank

("The Mortgagee")

1. Background

- 1.1 The Owner is the freehold owner of the Land.
- 1.2 Arun District Council is the local planning authority for the purposes of this Deed for the area within which the Land is situated
- 1.3 The Owner has applied or intends to apply to the Council for planning permission to develop the Land
- 1.4 The Council has not determined the Application
- 1.5 In order to secure the best use of land and a properly planned environment the Owner is desirous of binding the Land in the terms set out hereinafter and the Mortgagee agrees to join in this Deed and for the Land to be bound by its terms

2. Definitions

In this Undertaking

- 2.1 Any reference to a clause is to one in this Deed and the headings of clauses are for ease of reference and do not form part of this Deed
- 2.2 In the absence of contrary provision any reference to a statute includes any statutory modification or re-enactment of it and every statutory instrument, direction, specification made or issued under the statute or deriving validity from it
- 2.3 'The Act' means the Town and Country Planning Act 1990 (as amended)

- 2.4 'Application' means the planning application submitted or to be submitted by the Owner seeking planning permission to develop the Land by building houses in the manner described in the Application
- 2.5 "Affordable Housing Contribution" means the sum of £2208.00 for the purpose of providing or helping to provide Affordable Housing as defined within Annex 2 The Glossary to The National Planning Policy Framework within the whole of the Arun District
- 2.6 Land' means the land at Tars Farm shown edged black on the attached Plan.
- 2.7 "Development" means the development authorised by the Planning Permission issued pursuant to the Application

3. Enabling Provisions

3.1 This Unilateral Undertaking:

- 3.1.1 is given by the Owner to the Council
- 3.1.2 is made pursuant to the provisions of S106 of the Act
- 3.1.3 is a planning obligation for the purposes of that S106 of the Act
- 3.1.4 is given with the intent to bind the Owner's interest in the Land
- 3.1.5 shall be enforceable by the Council as local planning authority
- 3.1.6 is executed by the Owner as a Deed

4. Commencement

The provisions of this Deed shall take effect on the completion of this Deed of undertaking by the Owner

5. Contributions

The Owner undertakes to pay to the Council the Affordable Housing Contribution on or before commencement of the Development to be authorised by any Planning Permission issued pursuant to the Application

6. Monitoring and Implementation Costs

6.1 The Owner and the Applicant undertakes with the Council to :-

- [a] pay in addition to the above Contribution
- [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
The Council	On Commencement of the Development	£150	ADC Monitoring of compliance with the Deed and subsequent expenditure of the Contribution Sum by the Council

6.2 For the avoidance of doubt the Council 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 the Council 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. Registration of this Unilateral Undertaking

The Owner acknowledges that this Unilateral Undertaking shall be registered as a local land charge in the Register of Local Land Charges maintained by the Council

8. Costs

The Owner undertakes to pay to the Council the sum of its reasonable legal costs of £200 on or before Completion of this Deed

9. Mortgage Consent Clause

The Mortgagee agrees to the Owner entering into this Deed and to the Land being bound by its terms

10. Miscellaneous

- 10.1 This Deed may at the absolute discretion of the Council be applied to the Development as authorised by the Planning Permission or as varied or renewed or re submitted from time to time provided always in each of these cases that the sum of the Affordable Housing Contribution remains unchanged. The application of this Deed to any other Planning Permissions shall be recorded on those Planning Permissions by an "Informative"note.
- 10.2 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.

SIGNED as a DEED

By THE OWNER/S in the presence of	Mr Paul Voller
Name	Kenneth Robert Legg
Address	Fir Croft, Church Lane
Occupation	

By THE OWNER/S in the presence of	Mrs Claire Voller
Name	Thelma June Legg
Address	Fir Croft, Church Lane
Occupation	

SIGNED as a DEED

LL0405.

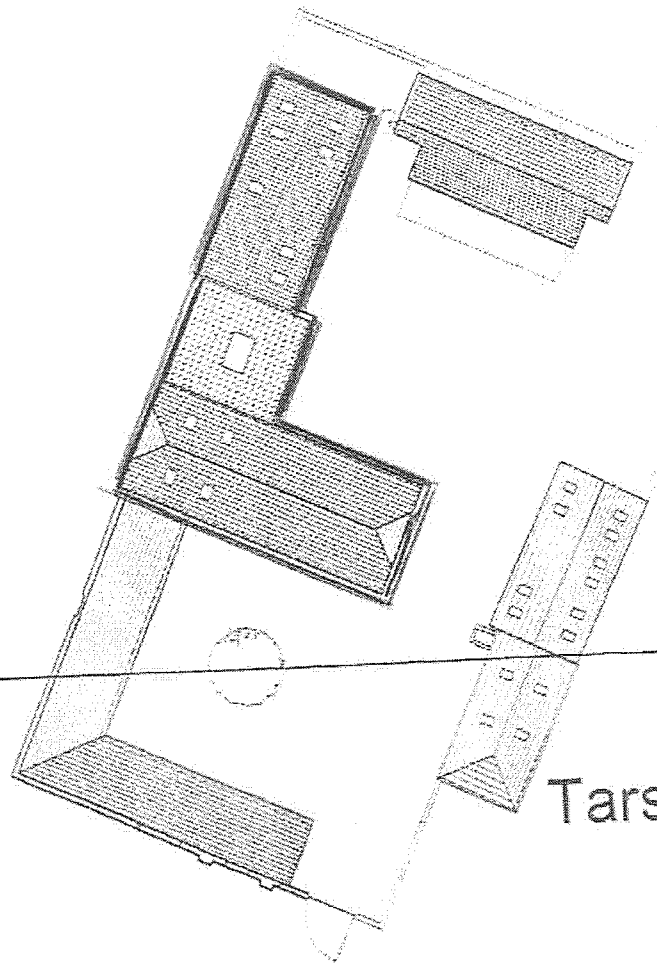
By THE MORTGAGEE in the presence of	LLYODS Bank	signature				
Name		signature				
Address	<table border="1"> <tr> <td>SIGNED AS A DEED</td> </tr> <tr> <td>BY LISA JANE PACKHAM as authorised signatory for Lloyds Bank</td> </tr> <tr> <td>in the presence of (signature of witness)</td> </tr> <tr> <td>Wobaston Rd, Wolverhampton WV5 5WZ</td> </tr> </table>		SIGNED AS A DEED	BY LISA JANE PACKHAM as authorised signatory for Lloyds Bank	in the presence of (signature of witness)	Wobaston Rd, Wolverhampton WV5 5WZ
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Occupation						



Specialist Security Officer

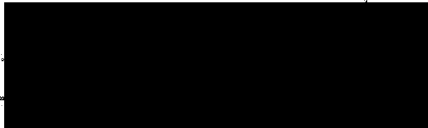


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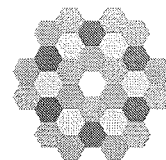
Tars Farm

per pro Lloyds Bank
Pendeford Securities Centre



Land Registry
Official copy of
title plan

Title number **WSX244710**
Ordnance Survey map reference **SU9504SE**
Scale **1:1250 enlarged from 1:2500**
Administrative area **West Sussex : Arun**



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8024



9418

Fir Croft

Fairlawn

The Cottage
Piggeries

Tars Farm
House

Ravenhurst

Ravenhurst

Sandon

CHURCH LANE

Englebourne

The Cottage

The Cottage

These are the notes referred to on the following official copy

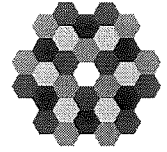
The electronic official copy of the title plan follows this message.

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.

This official copy is issued on 01 September 2014 shows the state of this title plan on 01 September 2014 at 08:53:14. 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 .



Official copy of register of title

Title number WSX244710

Edition date 06.11.2013

- This official copy shows the entries on the register of title on 01 SEP 2014 at 08:53:14.
- 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 01 Sep 2014.
- 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 (31.07.2000) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Tars Farm, Church Lane, Barnham, Bognor Regis (PO22 0DB).
- 2 (31.07.2000) The Conveyance dated 12 December 1952 referred to in the Charges Register contains the following reservations:

EXCEPT AND RESERVING unto the Commissioners and their successors

(a) all mines quarries minerals and mineral substances whatsoever whether opened or unopened with and under the said land together with full powers for the Commissioners and their assigns and their lessees and agents and all persons authorised by them or any of them with workmen and others from time to time and at all times hereafter by means of underground workings or operations only to win work get and carry away the said mines quarries minerals and mineral substances hereby excepted and reserved and any like mines quarries minerals or mineral substances in upon or under any adjacent or other lands with full powers for those purposes to withdraw vertical and lateral support from the surface of the said land and from any buildings or works now erected or hereafter erected Notwithstanding any subsidence or other injury or damage that may thereby be occasioned to the said land or any buildings or works as aforesaid or any other injury or damage or loss whatever arising whether directly or indirectly from any such workings or operations as aforesaid which may be sustained by the Purchasers or their successors in title so nevertheless that the person or persons actually working under or by virtue of any powers aforesaid shall pay to the Purchasers or other the owner or occupier for the time being of the said land reasonable compensation for or in respect of any injury or damage to be thereby occasioned to any buildings or works now erected on the said land such compensation to be fixed if the parties cannot agree by a single arbitrator to be agreed upon between them or in case of their not being able to agree upon such arbitrator then by two disinterested persons as arbitrators (one to be chosen by each party) or their umpire and any such arbitration shall so far as

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.

A: Property Register continued

applicable be governed by the provisions of the Arbitration Act 1950 or any statutory modification thereof

(b) full and free right and liberty without obtaining the consent of or making any compensation to the Purchaser or other the owner or owners occupier or occupiers for the time being of the said land to deal in any manner whatsoever with any of the land belonging to the Commissioners adjoining opposite or near to the said land and to erect and maintain or suffer to be erected or maintained on such adjoining opposite or neighbouring lands and premises any buildings whatsoever whether such buildings shall or shall not affect or diminish the light or air which may now or at any time or times hereafter be enjoyed for or in respect of the said land or any building for the time being thereon

(c) the free flow of water and soil from any adjoining land belonging to the Commissioners through any drains and watercourses now existing in the said land or substituted therefor by the Purchasers also subject to all rights of way water light drainage and other easements (if any) affecting the same.

This registration takes effect subject thereto and the mines and minerals so excepted are excluded from the registration.

- 3 (31.07.2000) The land has the benefit of the rights reserved by but is subject to the rights granted by a Conveyance of Tars Farm dated 21 January 1976 made between (1) Evelyn Birch and (2) Thomas Samuel Leslie Mortimer.

NOTE: Copy filed.

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 (31.07.2000) PROPRIETOR: PAUL VOLLER and CLARE JANE VOLLER of Tars Farm, Church Lane, Barnham, Bognor Regis PO22 0DB.
- 2 (31.07.2000) The price stated to have been paid on 21 July 2000 was £350,000.
- 3 (31.07.2000) 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 (25.06.2013) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 10 May 2013 in favour of Lloyds Bank PLC referred to in the Charges Register.

C: Charges Register

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

- 1 (31.07.2000) A Conveyance dated 24 July 1935 made between (1) The Southern Railway Company and (2) The Ecclesiastical Commissioners for England contains restrictive covenants.

NOTE: Copy filed.

- 2 (31.07.2000) The land is subject to the rights reserved by the Conveyance dated 24 July 1935 referred to above.
- 3 (31.07.2000) A Conveyance of the land in this title and other land dated 12 December 1952 made between (1) The Church Commissioners For

C: Charges Register continued

England (Commissioners) and (2) Rupert Allan Burch and Evelyn Burch (Purchasers) contains the following covenants:-

THE Purchasers to the intent that the covenants contained in this present clause shall bind the said land into whosoever hands the same may come for the benefit of the adjoining and neighbouring lands belonging to the Commissioners hereby covenant with the Commissioners as follows:-

(a) Not to do or permit to be done upon the said land or any part thereof or in or on any buildings at any time standing thereon anything which shall or may be or grow to be in any way a nuisance annoyance or disturbance to the Commissioners or their successors in title or assigns or their lessees under-lessees tenants or occupiers of any property in the neighbourhood

(b) Not to deposit any refuse dust or other noisome or offensive matter on any part of the said land and not to burn or manufacture thereon any ballast bricks tiles or other articles

(c) Not to convert or use or allow to be converted or used the said land or any buildings which may be erected thereon as or for a public house hotel inn tavern or beer shop or for the sale or consumption of wine beer or spirits.

- 4 (23.07.2008) REGISTERED CHARGE dated 23 June 2008.
- 5 (23.07.2008) Proprietor: LLOYDS BANK PLC (Co. Regn. No. 2065) of Registrations, Secured Assets, Barnett Way, Gloucester GL4 3RL.
- 6 (25.06.2013) REGISTERED CHARGE dated 10 May 2013.
- 7 (25.06.2013) Proprietor: LLOYDS BANK PLC (Co. Regn. No. 2065) Dept. No. 9197 of Pendeford Securities Centre, Pendeford Business Park, Wobaston Road, Wolverhampton WV9 5HZ.

End of register