

Dated 11th January 2016

The Owner:

Alan Goodwin Marshall and Susan Kathleen Shephard

In favour of Arun District Council

UNILATERAL UNDERTAKING

Under Section 106 of the Town and Country Planning Act 1990 Concerning Land
At 59 Elm Grove, Barnham, Bognor Regis, PO22 0HJ

Planning Application Ref: EG/98/14/PL

Contributions for:
Affordable Housing of £6'624.00

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 11th January 2016

By Alan Goodwin Marshall and Susan Kathleen Shepherd

Of 59 Elm Grove, Barnham, Bognor Regis, PO22 0HJ and 36 Main Street, Great Gidding, Huntingdon, PE28 5NX

("the Owner")

IN FAVOUR OF Arun District Council of Arun Civic Centre Maltravers Road
Littlehampton West Sussex BN 17 5LF ("the Council")

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 by the Application applied 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

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 number Ref EG/98/14/PL for planning permission made by the Owner to develop the Land by

- 2.5 "Affordable Housing Contribution" means the sum of £6624.00 for the purpose of providing or helping to provide Affordable Housing as Affordable Housing is defined within Annex 2 Glossary National Planning Policy Framework dated 27 March 2012 as amended from time to time
- 2.6 Land' means the land at 59 Elm Grove, Barnham, Bognor Regis, PO22 0HJ
- 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

5.1 The Owner undertakes to pay to the Council the Affordable Housing Contribution on or before commencement of the Development under S56 of the Act to be authorised by any Planning Permission issued pursuant to the Application

5.2 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

5.3 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

6. 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

7. Repayment Clause

The Sum of the Contribution payable under this Deed shall be repaid to the Owner as the Original Payer but without incurring any interest or any other costs on:-

- (a) Withdrawal of the Planning Application
- (b) Refusal of the Planning Application by the Local Planning Authority or ,in the event of an appeal ,on appeal whichever is the later
- (c) Expiry of Planning Permission without commencement of the Development

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. General

9.1 This Deed shall not bind:-

- (a) Statutory undertakers within the meaning of S262 of the Act
- (b) Householder Purchasers of sub plots from the Owner

9.2 This Deed shall be applicable and relate to the Applications and renewals re submissions and variations thereof provided that in the case of variations this shall only apply if the sum of Affordable Housing Contribution stays the same

SIGNED AS A DEED by the Owners, the defendant first above written

SIGNED as a DEED

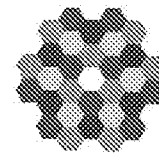
By Alan Goodwin Marshall and Susan Kathleen Shepherd

In the presence of:

WITNESS NAME: Antony Payne

WITNESS ADDRESS: 26 Mill Gardens, East Wittering, West Sussex, PO20 8PR

WITNESS OCCUPATION: Construction Manager



Official copy of register of title

Title number **WSX359471** Edition date **14.03.2014**

- This official copy shows the entries on the register of title on 20 JAN 2016 at 11:24:09.
- 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 20 Jan 2016.
- 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 Land Registry, Durham Office.

A: Property Register

This register describes the land and estate comprised in the title.

WEST SUSSEX : ARUN

- 1 (17.09.2013) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being 59 Elm Grove, Barnham, Bognor Regis (PO22 0HJ).
- 2 (17.09.2013) The land has the benefit of the rights granted by a Conveyance of the land in this title dated 3 August 1949 made between (1) Lillian Hope Miles and (2) Ernest George Samuel Willmot.

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 (17.09.2013) PROPRIETOR: ALAN GOODWIN MARSHALL of 59 Elm Grove, Barnham, Bognor Regis PO22 0HJ and SUSAN KATHLEEN SHEPHERD of 36 Main Street, Great Gidding, Huntingdon PE28 5NX.
- 2 (17.09.2013) The value stated as at 17 September 2013 was £600,000.
- 3 (17.09.2013) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.

C: Charges Register

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

- 1 (17.09.2013) A Indenture of the land in this title and other land dated 17 October 1906 made between (1) The West Barnham Estate Ltd (Vendor) and (2) William Walter Pertwee (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

C: Charges Register continued

- 2 (17.09.2013) A Indenture of the land tinted blue on the title plan dated 6 August 1910 made between (1) William Walter Pertwee (Vendor) and (2) Ellen Howell (Purchaser) contains covenants identical with those contained in the Indenture dated 17 October 1906 referred to above.
- 3 (14.03.2014) Option to purchase in favour of 77 Property Limited contained in an Agreement dated 11 March 2014 made between (1) Susan Kathleen Shepherd and Alan Goodwin Marshall and (2) 77 Property Limited upon the terms therein mentioned.

NOTE:- Copy filed.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Indenture dated 17 October 1906 referred to in the Charges Register:-

MUTUAL COVENANTS by Purchaser and Vendors that he and they would respectively observe and perform the conditions and stipulations thereafter set forth in the Second Schedule thereto with intent to bind all persons in whom the said piece of land should for the time being be vested so that the covenants should run with the land and that the Purchaser should not be personally liable after he should have parted with the said piece of land

THE SECOND SCHEDULE above referred to

1. Tiles only should be used for roofing purposes of all buildings that should be erected on the land

2. No building should be erected within 20 feet of the front boundary hedge

3. Nothing should be done or allowed to be done on the land that should constitute an annoyance to the adjoining land

4. The land should not be used or allowed to be used for the purpose of growing Nursery Trees or Shrubs for the purpose of sale or for selling the same if grown elsewhere but this covenant should not cover the business of Market Gardening or Fruit growing

5. The Purchaser recognises the right of drainage into the Ditch situate on the Northern boundary of the land thereby demised and then existing in the Vendors and the adjoining owners and would raise no objection to the said Ditch being used as an overflow for any system of drainage which should be found necessary in connection with any building operations which should take place on the land which was then or had at any time been in the possession of the Vendors

7. The Purchaser undertook to prevent any solid matter from entering the said boundary ditch should he at any time use the said Ditch for the purpose of an overflow of any system of drainage which he may institute for whatever purpose in or upon or in connection with the land thereby demised.

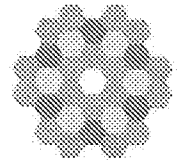
End of register

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.

Land Registry
Official copy of
title plan

Title number **WSX359471**
Ordnance Survey map reference **SU9505SE**
Scale **1:1250 enlarged from 1:2500**
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.

This official copy is issued on 20 January 2016 shows the state of this title plan on 20 January 2016 at 11:24:09. 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.

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