Rosemary E. Hensby
SOLICITORS
incorporating AKERMANS SOLICITORS

20 Mulberry Lane
Goring by Sea
Worthing
West Sussex BN12 4NS
[redacted]

Your Ref:

Our Ref: Delwyn Jones
AG/CB6/Pannell/26390

15 September 2014

RECEIVED
17 SEP 2014
LEGAL SERVICES

THE LAW SOCIETY ACCREDITED Conveyancing Quality

Ms D Jones
Arun District Council
Planning Department
DX 57406
LITTLEHAMPTON

Dear Delwyn

37 Orchard Road East Preston West Sussex BN16 1RB

I enclose herewith the Section 106 duly signed by my clients and their mortgagees Nationwide Building Society and dated 15 September 2014

I also enclose cheque drawn by my clients in favour of the Council for £200.00 in respect of the relevant fee.

Please kindly acknowledge receipt.

Yours sincerely

[redacted]

Ashley Grant
Senior Solicitor
[redacted]

Enc Agreement
Cheque

ARUN DISTRICT COUNCIL EP/149/14/PL

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

Dated 15 SEPTEMBER 2014

[1] The Owner: Carolyn Pannell and Sarah Pannell

[2] Mortgagee : Nationwide Building Society

UNILATERAL UNDERTAKING

Under Section 106 of the Town and Country Planning Act 1990 concerning land at 37 Orchard Road, East Preston, Littlehampton, West Sussex, BN16 1RB.

Planning Application Ref : EP/96/14
Contributions for Affordable Housing of £6,123.00
Monitoring Fee £150.00

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

ARUN DISTRICT COUNCIL EP/149/14/PL

THIS UNILATERAL UNDERTAKING is given this 15 SEPTEMBER 2014

by Carolyn Pannell and Sarah Pannell

of 37 Orchard Road, East Preston, Littlehampton, West Sussex, BN16 1RB,

("the Owner") IN FAVOUR OF Arun District Council of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN17 5LF, with the agreement and consent of :-

Nationwide Building Society of Nationwide House, Pipers Way, Swindon L, SN38 1NW, ("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

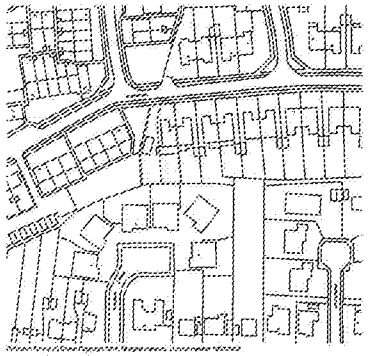
In this Undertaking

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

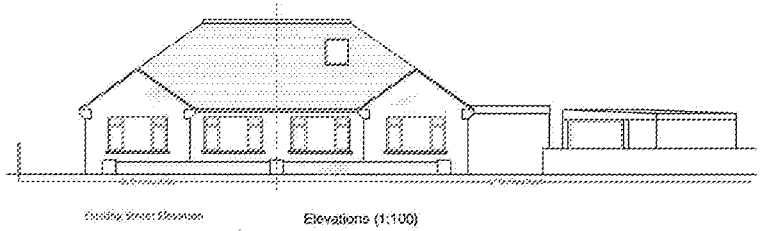
2.2 In the absence of contrary provision any reference to a statute includes any statutory modification or re-enactment of it and every statutory instrument, direction, specification made or issued under the statute or deriving validity from it

2.3 'The Act' means the Town and Country Planning Act 1990 (as amended)

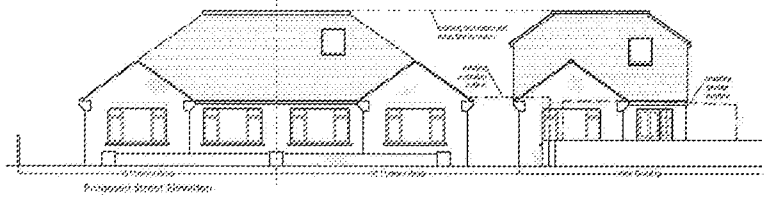
ARUN DISTRICT COUNCIL EP/149/14/PL

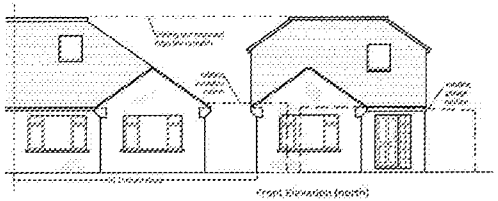


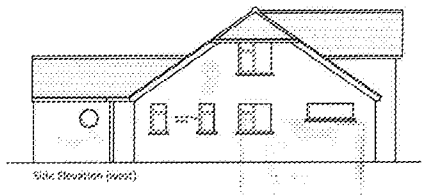
Site Location 1:1250



Elevations (1:100)







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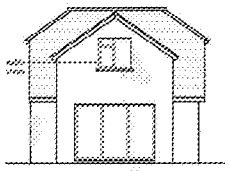

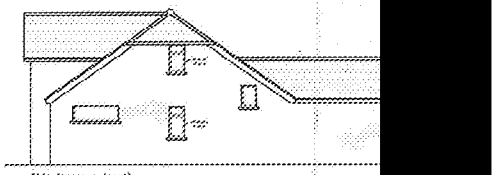

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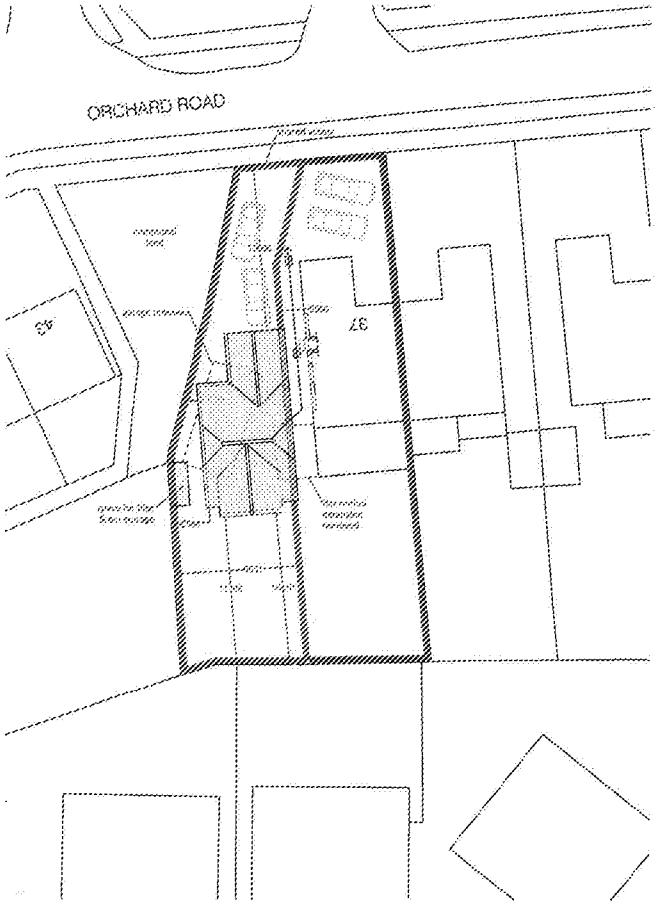
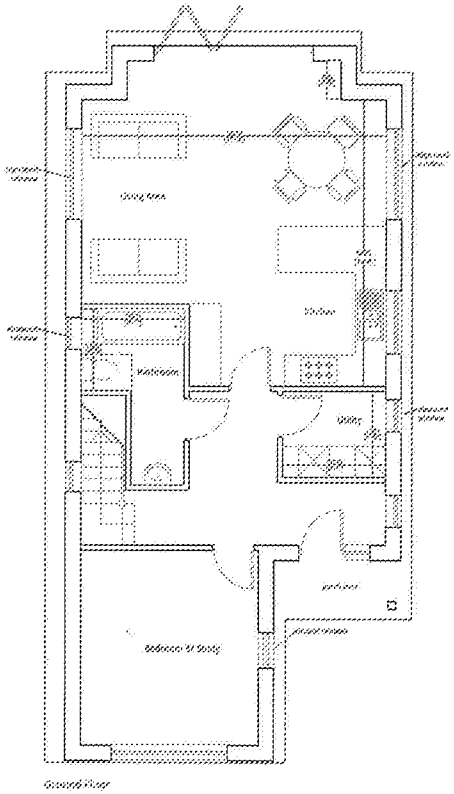
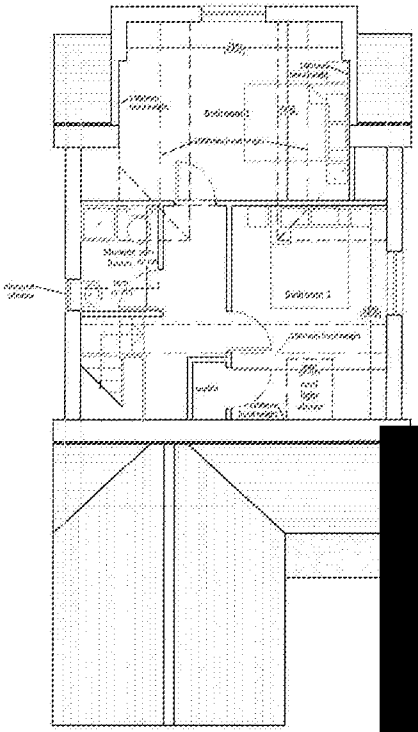




Plans (1:50)



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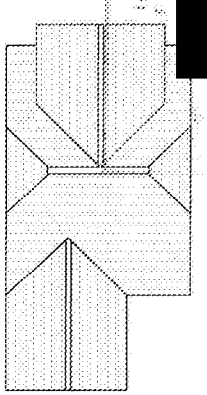

Roof Plan (1:100)

Revisions		
Rev	Description:	By
c	Amendments	LW
b	Amendments	LW
a	Amendments following meeting	LW

Inspired Design Studio Ltd.

Client:

Project Address:

Drawing Title:
Existing & Proposed Street Elev, Proposed Elevations, Proposed Plans and Site Location & Roof Plans

Drawing Number:

Scale:

Date:

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 £6,123.00 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 37 Orchard Road, East Preston, West Sussex, BN16 1RB, shown edged red 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

ARUN DISTRICT COUNCIL EP/149/14/PL

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

ARUN DISTRICT COUNCIL EP/149/14/PL

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. **Mortgagee Consent Clause**

Nationwide acknowledge and declare that this Deed has been entered into by the Owner with its consent to the intent that the planning obligations shall be binding on the Land and that the security of the mortgage on 37 Orchard Road East Preston Littlehampton West Sussex BN16 1RB dated 8 June 2011 and registered on 29 June 2011 shall take effect subject to this Deed PROVIDED THAT Nationwide shall only be liable for any breach whilst mortgagee in possession and shall not be liable itself for any pre-existing breach

SIGNED as a DEED
By the Owner Carolyn Panne
in the presence of

SIGNE
By the Owner Sarah Pannell
in the presence of

SIGNED as a DEED
By the Mortgagee Nationwide Building Society in the presence of

ARUN DISTRICT COUNCIL EP/149/14/PL