

Planning Application Reference:	FG/151/11/
Document Type:	Unilateral undertaking
Date of Agreement:	21st February 2012

NB: Above text in bold to be included in free text field.

Check thoroughly for **telephone numbers/email addresses & signatures** and block.
Check **maps** for signatures and block.

Please return original to s106 Monitoring Officer

Dated: 21st. February 2012

Between:

[1] BJ Jenkins and DJ Jenkins [The Owner]

[3] Arun District Council [ADC]

PLANNING OBLIGATION

under Section 106 of the Town & Country Planning Act 1990
and other powers relating to Land at "Magpies" No 52 Sea Lane Ferring
West Sussex

To pay affordable housing contribution of £10,345.00

Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF
DX57406 LITTLEHAMPTON
Reference: FG/151/11

1. **THIS DEED** is by undertaking and is dated 21st. February 2012 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	Barry John Jenkins and Denise Jane Jenkins "Magpies " No 52 Sea Lane Ferring West Sussex BN 12 5EH
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 2602 of land at "magpies" No 52 Sea Lane Ferring West Sussex ("The Land") shown for identification only edged black on the attached plan and the applicant for planning permission described below
	The Owner has applied for Planning Permission under Application Ref:FG/151/11 for demolition of garage and replacement with a dwelling plus garage 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 Owner has made the Planning Application 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 the Development for any purposes of the Planning Permission	£10,345.00	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 £200 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 of 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 OWNERS IN THE
PRESENCE OF



Official copy of register of title

Title number SX2602

Edition date 23/10/2003

- This official copy shows the entries on the register of title on 10 FEB 2012 at 13:47:49.
- 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 10 Feb 2012.
- 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 (28.08.1935) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 52 Sea Lane, Ferring, (BN12 5EH).
- 2 The land edged and numbered in green on the filed plan has been removed from this title and registered under the title number or numbers shown in green on the said 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

- 1 (15.01.1993) PROPRIETOR: BARRY JOHN JENKINS and DENISE JANE JENKINS of 20 Rogate Road, Worthing, W Sussex.
- 2 (23.10.2003) 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 A Conveyance of the land tinted blue on the filed plan dated 5 May 1925 made between (1) Charles Norman Draycott (Vendor) and (2) Thomas Edmund Chandler (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

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.

C: Charges Register continued

- 2 A Conveyance of the land tinted yellow on the filed plan dated 30 December 1925 made between (1) Charles Norman Draycott (Vendor) and (2) Annie Rhoda Sophia Bell (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 The land is subject to the following rights granted by a Transfer of the land edged and numbered WSX167347 in green on the filed plan dated 3 September 1991 made between (1) Lorna Claire Brown (Transferee) (2) M Waddup Limited (Transferor) and (3) Newark House Limited (Newark):-

"TOGETHER WITH a right of way with or without animals and vehicles at all times and for all purposes over and along the land tinted blue on the plan annexed hereto."

NOTE: The land tinted blue referred to is hatched blue on the filed plan.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 5 May 1925 referred to in the Charges Register:-

"The Purchaser for himself his heirs executors administrators and assigns covenants with the Vendor his heirs executors administrators and assigns to the intent and so that such covenant shall be binding on the hereditaments hereby conveyed into whosoever hands the same may come but not so as to render the Purchaser personally liable in damages for any breach thereof after he shall have parted with the same that the Purchaser his heirs executors administrators and assigns will at all times hereafter perform and observe the restrictions and stipulations set out in the Second Schedule hereto.

THE SECOND SCHEDULE above referred to

1. Not to erect more than one dwellinghouse on the hereditaments hereby conveyed
2. Not to carry on or permit to be carried on upon the hereditaments hereby conveyed any trade or business and no building to be erected thereon shall be used for any purpose other than that of a private dwellinghouse
3. No dwellinghouse or other building shall be erected on the land hereby conveyed otherwise than in accordance with the plans to be submitted to and approved by the Vendor before the building is commenced
4. Within three calendar months from the date hereof to erect and for ever after maintain a good and sufficient boundary fence along that side of the land hereby conveyed which is marked on the plan inside the boundary with a "T".
5. The Vendor reserves the right to himself and those deriving title under him to sell lease or otherwise deal with any of the neighbouring or adjoining land retained by him subject to or free from all or any of the foregoing stipulations provisions obligations or restrictions and also the right to release waive or modify either wholly or in part all or any of such stipulations provisions obligations or restrictions. The exercise of the said right shall not release the Purchaser from any of the stipulations provisions obligations or restrictions affecting or imposed upon the hereditaments hereby conveyed nor give to the Purchaser any right of action against the Vendor or any other person."

NOTE: The T mark is shown on the Filed Plan.

- 2 The following are details of the covenants contained in the Conveyance dated 30 December 1925 referred to in the Charges Register:-

"The Purchaser for herself her heirs executors administrators and assigns hereby covenants with the Vendor his heirs executors administrators and assigns to the intent and so that such covenant shall be binding on the hereditaments hereby conveyed into whosoever

Schedule of restrictive covenants continued

hands the same may come but not so as to render the Purchaser personally liable in damages for any breach thereof after she shall have parted with the same that the Purchaser her heirs executors administrators and assigns will at all times hereafter perform and observe the restrictions and stipulations set out in the Second Schedule hereto.

THE SECOND SCHEDULE above referred to

1. Not to erect more than two dwellinghouses on the hereditaments hereby conveyed.
2. Not to carry on or permit to be carried on upon the hereditaments hereby conveyed any trade or business and no building erected or to be erected thereon shall be used for any other purpose than a private dwellinghouse or garage and outbuildings belonging thereto.
3. No dwellinghouse or other building shall be erected on the land hereby conveyed otherwise than in accordance with the plans to be submitted to and approved by the Vendor before the building is commenced.
4. Within three calendar months from the date hereof to erect and for ever after maintain a good and sufficient boundary fence along those sides of the land hereby conveyed which are marked on the plan inside the boundary with a "T".
5. The Vendor reserves the right to himself and those deriving title under him to sell lease or otherwise deal with any of the neighbouring or adjoining land retained by him subject to or free from all or any of the foregoing stipulations provisions obligations or restrictions and also the right to release waive or modify either wholly or in part all or any of such stipulations provisions obligations or restrictions. The exercise of the said right shall not release the Purchaser from any of the stipulations provisions obligations or restrictions affecting or imposed upon the hereditaments hereby conveyed nor give to the Purchaser any right of action against the Vendor or any other person."

NOTE: The T marks are shown on the Filed Plan.

End of register

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.

Additional references, which are not referred to in the register of title, may appear on the title plan in respect of any pending applications.

This official copy is issued on 10 February 2012 shows the state of this title plan on 10 February 2012 at 13:47:49. 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 7 - *Title Plans*.

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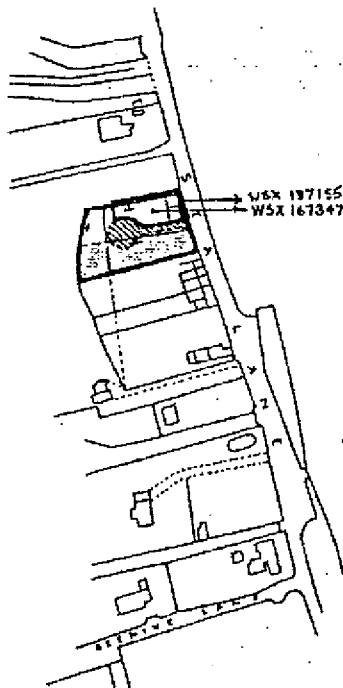
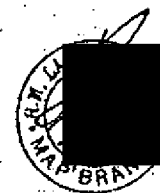
H.M. Land Registry.

Certificate Copy
of the

Filed Plan of Title N^o **SX 2602**

Scale 2083 Feet to One Inch (1/2500)

COUNTY OF WEST SUSSEX
ARUN DISTRICT



Parish FERRING.....
O.S. Sheet, ~~SUSSEX~~ LXII.16.....

M.B. 27.

L. R. T. No. 1131
G. M. REF.

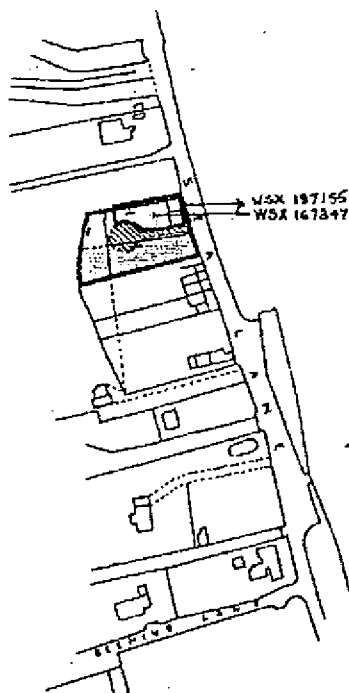
H.M. Land Registry

Certificate Copy
of the

Filed Plan of Title No. **SX 2602**

Scale 2083 Feet to One Inch (1/2500)

COUNTY OF WEST SUSSEX
ARUN DISTRICT



Parish FERRING.....
O.S. Sheet. SUSSEX LXIII.18.....

M.B. 27.

L. R. T. No. 1131
G. M. REF.

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