

Planning Application Reference:	FG/6/12/
Document Type:	Unilateral Undertaking
Date of Agreement:	29th March 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: 28/3/ 2012

Between:

[1]	Bofrush Developments Limited	[The Owner]
[2]	Arun District Council	[ADC]

PLANNING OBLIGATION

under Section 106 of the Town & Country Planning Act 1990
and other powers relating to Land at The Old Barn Ferringham Lane Ferring
West Sussex

To pay affordable housing contribution of £20,690

Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF
DX57406 LITTLEHAMPTON
Reference: FG/6/12

1. THIS DEED is by undertaking and is dated _____ 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	Bolrush Developments Limited Co Reg No 06897397 The Old Barn Ferringham Lane Ferring West Sussex BN12 5LL and Willow House 24 Angmering Lane East Preston Littlehampton West Sussex BN 16 2TA
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 343076 of land at The Old Barn Ferringham Lane Ferring West Sussex ("The Land") shown for identification only edged black on the attached plan and the applicant for planning permission described below
	A Planning Permission is sought under Application Ref:FG/6/12 for change of use of Old Barn annexe building and warehouse from A1 Retail to 2 No 3 bed dwellings C3 dwellinghouses 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 A Planning Application has been made 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 of the Development for any purposes of the Planning Permission	£20,690.00	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 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 and the Applicant 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 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 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 6.1 shall only be made where the 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 Bolnisi Developments Ltd
2. Land at: The Old Barn, Ferring, BN12 5LL
3. Agreement dated: 28/3/12
4. Planning application reference number [where applicable] FG/4/12/C
5. Obligation in Agreement

[a]	Clause No.	
[b]	Clause No	
[c]	Contribution towards affordable housing	✓
[d]	Amount of contribution	20,640.
[e]	Date upon which contribution is due	TBC
[f]	Amount of contribution enclosed	—
[g]	Amount of monitoring sum	

SIGNED AS A DEED BY
THE OWNER IN THE
PRESENCE OF



Student
4 Angmering Lane, East Preston,
BN16 2TA



Official copy of register of title

Title number WSX343076

Edition date 25.05.2011

- This official copy shows the entries on the register of title on 19 MAR 2012 at 15:23:42.
- 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 19 Mar 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 (20.05.2011) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being The Old Barn, Ferringham Lane, Ferring, Worthing (BN12 5LL).
- 2 (20.05.2011) The land has the benefit of the rights granted by the Conveyance dated 12 April 1949 referred to in the Charges Register.

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 (20.05.2011) PROPRIETOR: BOLRUSH DEVELOPMENTS LIMITED (Co. Regn. No. 06897397) of The Old Barn, Ferringham Lane, Ferring, Worthing, West Sussex BN12 5LL and of Willow House, 24 Angmering Lane, East Preston, Littlehampton, West Sussex BN16 2TA.
- 2 (20.05.2011) The price stated to have been paid on 6 April 2011 was £395,000.

C: Charges Register

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

- 1 (20.05.2011) A Conveyance of the land in this title dated 12 April 1949 made between (1) Ferring Grange Hotel Limited and (2) Godson & Mallard Limited contains restrictive covenants.

NOTE: Copy filed.

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.

Title number WSX343076

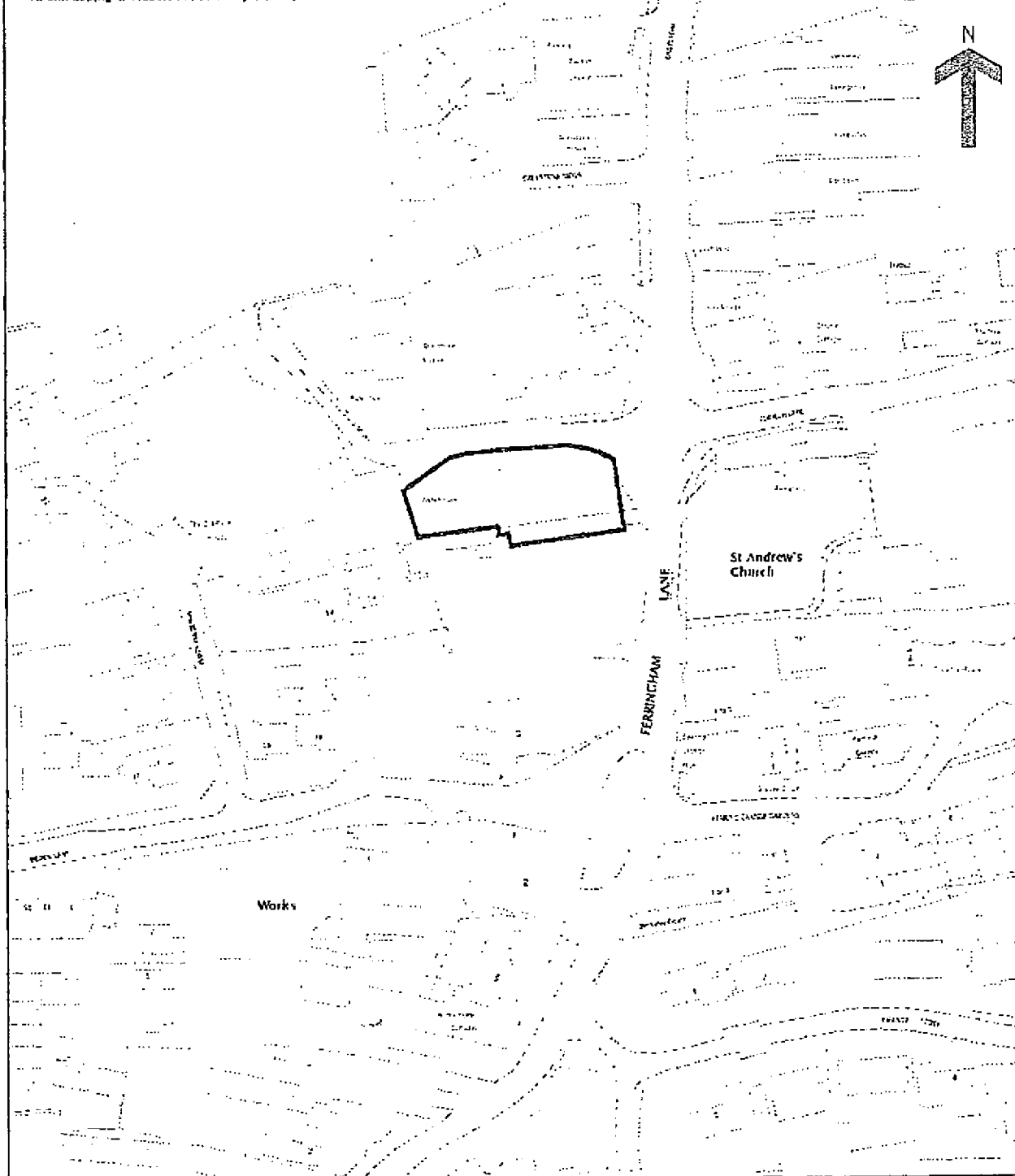
End of register

Land Registry
Official copy of
title plan

Title number **WSX343076**
Ordnance Survey map reference **TQ0902NW**
Scale **1:1250**
Administrative area **ARUN**



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