

Planning Application Reference:	FN/36/11/
Document Type:	Unilateral Undertaking
Date of Agreement:	26th 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:

26 January 2012

Between:

[1]	J T Gifford	[The Owner]
[2]	SJ Richardson	[The Mortgagee]
[4]	Arun District Council	[ADC]

PLANNING OBLIGATION

**under Section 106 of the Town & Country Planning Act 1990
and other powers relating to Land at Soldiers Field Soldiers Field Lane Findon
West Sussex**

To pay affordable housing contribution of £22,516.00

Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF
DX57406 LITTLEHAMPTON
Reference: FN/36/11

- 26 June 2012*
1. THIS DEED is by undertaking and is dated 26 June 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	Joshua Thomas Gifford of The Downs Stable Lane Findon West Sussex BN 4 0RR
Mortgagee	Sidney John Richardson of Millfield House Horsham, Road Rusper West Sussex RH12 4PR
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 WSX270414 of land at Soldiers Field Soldiers Field Lane Findon West Sussex ("The Land") shown for identification only edged black on the attached plan and the applicant for planning permission described below
Applicant	The Applicant / owner has applied for Planning Permission under Application Ref: FN/36/11 for regeneration of dilapidated stableyard and associated buildings comprising 1 holiday cottage 2 new dwellings together with replacement dwelling ancillary stables and storage barn as previously permitted under Ref FN/83/10 to include revised vehicular access to provide separate access for stables and "Planning Applications" and "Development" shall be construed accordingly
Mortgagee	Mortgagee of the Land
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 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 .
- 4.2 The Mortgagee agrees and consents to the Owner entering into this Deed and to the land being bound by its terms.

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	£22,516.00	Affordable Housing within 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	£100 minor application] PLUS £50 per planning obligation in the deed viz 1 x 50 = 50 TOTAL £ 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 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 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.

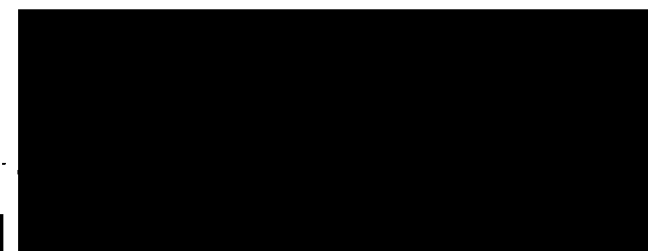
If ADC is Payee :
Head of Planning Services Arun District Council Arun Civic Centre Maltravers Road Littlehampton West Sussex BN 17 5LF DX 57406 Littlehampton

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	

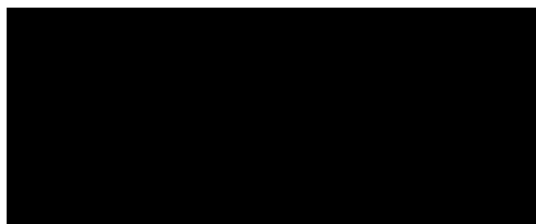
SIGNED AS A DEED BY
THE OWNER IN THE
PRESENCE OF



(TINA FORD)

Flat 4 Brewery Road
The Street, Pyming's
West Sussex BN45 7AR

SIGNED AS A DEED BY
THE MORTGAGEE IN THE
PRESENCE OF



(SARAH PAVLOV)

S2 Windfield
Leatherhead
Seven K122 SW



Official copy of register of title

Title number WSX270414

Edition date 04.01.2012

- This official copy shows the entries on the register of title on 16 JAN 2012 at 11:48:40.
- 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 16 Jan 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 (28.09.1989) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land and buildings lying to the south east of Stable Lane, Findon.

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 (06.02.2003) PROPRIETOR: JOSHUA THOMAS GIFFORD of The Downs, Stable Lane, Findon, W Sussex BN4 0RR.
- 2 (04.01.2012) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 19 December 2011 in favour of Sidney John Richardson referred to in the Charges Register.

C: Charges Register

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

- 1 (23.12.2011) REGISTERED CHARGE dated 19 December 2011.
- 2 (23.12.2011) Proprietor: SIDNEY JOHN RICHARDSON of Millfield House, Horsham Road, Rusper, West Sussex RH12 4PR.

End of register

The electronic official copy of the register follows this message.

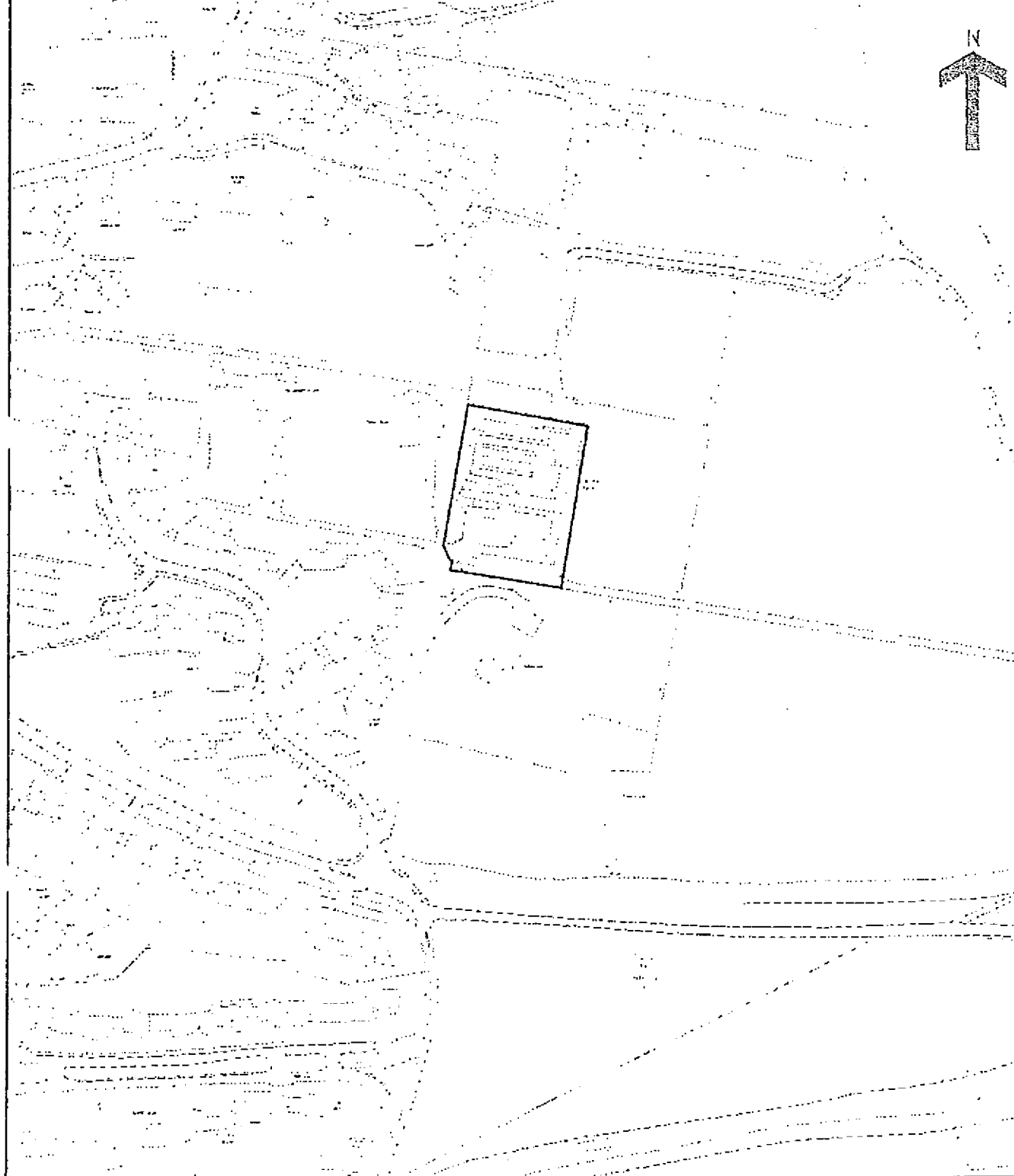
Please note that this is the only official copy we will issue. We will not issue a paper official copy.

Land Registry
Official copy of
title plan

Title number **WSX270414**
Ordnance Survey map reference **TQ1208NE**
Scale **1:2500**
Administrative area **ARUN**



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Official copy of register of caution title

Title number WSX275709

Edition date 01 10 2003

- In accordance with r.134(7) of the Land Registration Rules 2003, this official is issued without reference to any application or matter which may affect the caution's subsistence.
- The date at the beginning of the caution details is the date on which the caution was originally delivered for registration.
- Issued on 16 Jan 2012 at 11:51:07.
- 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.

Details of Caution lodged under Section 53 of the Land Registration Act 1925

WEST SUSSEX : ARUN

- 1 (01.10.2003) CAUTION in favour of Joshua Thomas Gifford and Althea Meryl Gifford of The Downs, Stable Lane, Findon, BN14 0RR lodged by Messrs Thomas Eggar of Arundel House, 1 Liverpool Gardens, Worthing, West Sussex, BN11 1SL against the first registration of the freehold land shown tinted pink on the filed plan of the above title number filed at the Registry being land on the north side of Nepcote Lane, Findon.

The statutory declaration accompanying the caution sets out that the cautioner is interested in the land "as the owners of land abutting the said property described in panel 2. The said property described in panel 2 comprises an access road leading to the Cautioners said property and the Cautioner claims rights of way thereover."

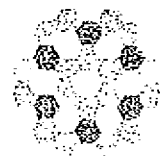
End of Caution Details

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
caution plan

Title number **WSX275709**
Ordnance Survey map reference **TQ1208NE**
Scale **1:1250**
Administrative area **ARUN**



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