Planning Application Reference:	**FN/43/06/**
Document Type:	**Unilateral Undertaking**
Date of Agreement:	**7th November 2006**

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

Guidelines for Blocking

Check thoroughly for **names/telephone numbers** and block.
Check **maps** for signatures and block.
Check throughout for **signatures** and block.

Please return original to s106 Monitoring Officer

ARUN DISTRICT COUNCIL FN/43/06/

FN/43/06

APPEAL ALLOWED
5/12/06

UNILATERAL UNDERTAKING

MADE UNDER

SECTION 106 OF THE

TOWN & COUNTRY PLANNING ACT 1990

LAND AT 4 ELM RISE, PERRY RISE
SADLERS GREEN AND SUNNY BANK,
STABLE LANE, FINDON
WEST SUSSEX

BETWEEN
1. Mr C J H COSTELLO
Mr & Mrs L T LANFEAR
Mrs G A MCCLUSKER
Mr F M J WHITE
(THE OWNERS)

AND

2. CHARLES JAMES HOMES LIMITED
(THE APPLICANTS)

AND

3. HSBC BANK PLC, MORTGAGE SERVICE CENTRE
P O BOX 1546 SHEFFIELD S1 2UJ
HALIFAX PLC OF
TRINITY ROAD, HALIFAX, WEST YORKSHIRE
HX1 2RG
(THE MORTGAGEES)

ARUN DISTRICT COUNCIL FN/43/06/

This Deed is made the 7th day of November 2006 and is a planning obligation for the purposes of Section 106 of the TOWN & COUNTRY PLANNING ACT 1990 (The Act) and is made in favour of Arun District Council and West Sussex County Council by whom it shall be enforceable either jointly or severely. This Deed is made by:

[redacted]

Charles James Homes Limited (Co. Reg. No.03089169) whose registered office is at Chanctonbury House, Church Street, Storrington, West Sussex RH20 4LT.
(hereinafter called 'The Applicant')

Halifax plc (Co. Reg. No.2367076) of Trinity Road, Halifax, West Yorkshire HX1 2RG and
HSBC Bank plc (Co. Reg. No.14259) of The Mortgage Service Centre, P O Box 1546 Sheffield S1 2UJ
(hereinafter called 'The Mortgagees')

ARUN DISTRICT COUNCIL FN/43/06/

1. Background

[redacted]

1.2 HSBC Bank plc has the benefit of a registered legal charge dated the 27th April 2004 over the property registered under title no.SX48760. Halifax plc has the benefit of a registered charge dated the 23rd May 2003 over the property registered under title no.WSX197813.

1.3 The Applicant, the Owners and the Mortgagees are the only persons with an interest in the land within the meaning of Section 106 of the TOWN & COUNTRY PLANNING ACT 1990.

1.4 On the 6th June 2006 'the Applicant' submitted a planning application ('the Application') to Arun District Council ('the Council') under reference no.FN/43/06 for detailed planning permission ('the Planning Consent') to demolish an existing bungalow (4 Elm Rise) and erect 9 one, two and three bedroom units together with the reduction in length of the gardens of Perry Rise, Sadlers Green and Sunny Bank and formation

ARUN DISTRICT COUNCIL FN/43/06/

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Charles John Henry Costello of 4 Elm Rise, Findon, West Sussex BN14 0UP
Leslie Thomas Lanfear and his wife, Michelle Louise Lanfear both of Sunny Bank, Stable Lane, Findon, West Sussex BN14 0RR
Gillian Ann McCusker of Perry Rise, Stable Lane, Findon, West Sussex BN14 0RR
Frederick Maurice James White of Sadlers Green, Stable Lane, Findon, West Sussex BN14 ORR
(hereinafter called 'The Owners')

Charles James Homes Limited (Co. Reg. No.03089169) whose registered office is at Chanctonbury House, Church Street, Storrington, West Sussex RH20 4LT.
(hereinafter called 'The Applicant')

Halifax plc (Co. Reg. No.2367076) of Trinity Road, Halifax, West Yorkshire HX1 2RG and
HSBC Bank plc (Co. Reg. No.14259) of The Mortgage Service Centre, P O Box 1546 Sheffield S1 2UJ
(hereinafter called 'The Mortgagees')

ARUN DISTRICT COUNCIL FN/43/06/

of new access drive to serve the new dwellings ('the Development').

1.5 The Applicant, the Owners and the Mortgagees consider that they should enter into the Planning Obligation ('the Planning Obligation') in respect of the Development.

1.6 Now this Deed witnesseth as follows:

2. Definitions

2.1 In this Agreement words importing one gender will be construed as importing any other gender.

2.2 Words importing the singular shall be construed as importing the plural and vice versa.

2.3 Words importing persons include companies and corporations and vice versa.

2.4 Any reference to a colour or letter is to be on the plan attached to this Planning Obligation.

2.5 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 deriding validity from it.

2.6 Reference to any party to this Agreement shall include the successors in title to that party and to any deriving title through or under that party.

2.7 'Agreed' or 'Approved' means agreed or approved in writing and given for the purposes of this Agreement.

2.8 The Application means the Planning Application reference FN/52./05 made by the Applicant to develop the Application Site by way of the erection of 9 two, three

ARUN DISTRICT COUNCIL FN/43/06/

1. Background

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1.4 On the 6th June 2006 'the Applicant' submitted a planning application ('the Application') to Arun District Council ('the Council') under reference no.FN/43/06 for detailed planning permission ('the Planning Consent') to demolish an existing bungalow (4 Elm Rise) and erect 9 one, two and three bedroom units together with the reduction in length of the gardens of Perry Rise, Sadlers Green and Sunny Bank and formation

ARUN DISTRICT COUNCIL FN/43/06/

and four bedroom units and the formation of a new access drive to serve these new dwellings.

2.9 'The Application Site' means the red line area shown for the purposes of identification on the attached plan.

2.10 'The Development' means the development of the Application Site proposed by the Application or permitted by planning permission granted pursuant to that Application or carried out substantially in accordance with such Planning Permission.

2.11 'Education Services Contribution' means the contribution of £42,137 (forty two thousand one hundred and thirty seven pounds) towards local primary and secondary school provision within the administrative areas of either Arun District Council or Worthing Borough Council.

2.12 'Play Equipment Contribution' means the contribution of £9,000 (nine thousand pounds) towards the provision of childrens play equipment within the Parish of Findon.

3. The Planning Obligation

3.1 The Planning Obligation contained in this Deed is a Planning Obligation for the purposes of Section 106 of the TOWN & COUNTRY PLANNING ACT 1990.

3.2 The Planning Obligation is intended only to be enforced by Arun District Council of Civic Centre, Maltravers Road, Littlehampton, West Sussex BN17 5EP and West Sussex County Council of County Hall, Westgate, Chichester, West Sussex PO19 1RQ ('the Council').

3.3 The Planning Obligations set out in this Deed shall only come into effect on the granting of planning permission for the Development.

ARUN DISTRICT COUNCIL FN/43/06/

3.4 No party or person shall be liable for a breach of the Planning Obligations contained in this Deed after they shall have parted with all interest in the land but without prejudice to any liability for a subsisting breach prior to such person parting with his interest.

3.5 HSBC Bank plc consents to Mr Costello entering into this Agreement and acknowledges that this Agreement binds 4 Elm Rise, Findon, West Sussex, BN14 0UP. HSBC Bank plc shall only be liable for any breach of this Agreement if it has itself caused the breach whilst mortgagee in possession. It will not be liable for any pre-existing breach.

3.6 Halifax plc consents to Mr & Mrs Lanfear entering into this Agreement and acknowledges that this Agreement binds Sunny Bank, Stable Lane, Findon, West Sussex BN14 0RR. Halifax plc shall only be liable for any breach of this Agreement if it has itself caused a breach whilst mortgagee in possession. It shall not be liable for any pre-existing breach.

4. Payment of Financial Contributions towards Education Services and Play Area Equipment

The Owners and Applicant agree that:

4.1 Prior to undertaking any works in the commencement or implementation of the Development, the 'Education Services Contribution' shall be paid to West Sussex County Council and the 'Play Area Equipment Contribution' shall be paid to Arun District Council.

5. Index Linking

5.1 General

ARUN DISTRICT COUNCIL FN/43/06/

The Owner and the Applicant undertake with West Sussex County Council and the Arun District Council that any sums to be paid under this Deed shall be increased by the application of the following formulae:

$$A = B \times \frac{C}{D}$$

where :

A = the sum actually payable on the due date

B = the original sum mentioned in this Deed

C is the general index of retail prices (all items) for the month two months before the due date

D = the general index of retail prices (all items) for the month two months before the date of this Deed

C over D is equal or greater than 1

5.2 Interest of Payments

The Owner and the Applicant undertake with Arun District Council and West Sussex District Council to pay interest on sums due to Arun District Council and West Sussex County Council 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.

5.3 Payment Notice

All payments due under this Deed shall be sent to the payees with a duly completed notice in the form of the Schedule attached to this Agreement.

ARUN DISTRICT COUNCIL FN/43/06/

6. General

6.1 This Agreement constitutes a Deed.

6.2 This Agreement is enforceable by the Council.

6.3 The Obligations contained in Clause 5 are Planning Obligations for the purposes of Section 106 of the Act.

6.4 The Applicant, the Owners and the Mortgagees recognise that this Unilateral Undertaking shall be registered as a local land charge in the register of local charges maintained by the Council.

6.5 Subject to Clause 3.4 this Agreement shall be binding on the successors of title.

ARUN DISTRICT COUNCIL FN/43/06/

Signed as a Deed by
CHARLES JOHN HENRY COSTELLO
[redacted]

Signed as a Deed by
LESLIE THOMAS LANFEAR
in the presence of
[redacted]

Signed as a Deed by
MICHELLE LOUISE LANFEAR
in the presence of
[redacted]

Signed as a Deed by
GILLIAN ANN McCUSKER
in the presence of
[redacted]

Signed as a Deed by
FREDERICK MAURICE JAMES WHITE
in the presence of
[redacted]

Signed as a Deed by
CHARLES JAMES HOMES LIMITED
acting by two of its officers

[redacted]

Signed for and on behalf of HALIFAX PLC

The Common Seal of Halifax plc
was affixed in the presence of:

[redacted]

Authorised Signatory

Signed for and on behalf of HSBC BANK PLC .....

SIGNED AS A DEED BY

[redacted]

AS ATTORNEY FOR HSBC Bank plc
IN THE PRESENCE OF

[redacted]

MORTGAGE SERVICE CENTRE PO BOX 1546
SHEFFIELD S1 1UJ

ARUN DISTRICT COUNCIL FN/43/06/

ARUN DISTRICT COUNCIL FN/43/06/

109034



108826

SCHEDULE

Payment Notice

Payment of Monies due under a Section 106 Planning Obligation/Agreement

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]	Contribution towards	
[c]	Amount of contribution	
[d]	Date upon which contribution is due	
[e]	Amount of contribution enclosed	

SIGNED AS A DEED BY
THE OWNER IN THE
PRESENCE OF

SIGNED AS A DEED BY
THE APPLICANT IN THE
PRESENCE OF

SIGNED AS A DEED BY
THE MORTGAGEE IN THE
PRESENCE OF

FN/52/05

APPEAL DISMISSED

UNILATERAL UNDERTAKING

MADE UNDER

SECTION 106 OF THE

TOWN & COUNTRY PLANNING ACT 1990

LAND AT 4 ELM RISE, PERRY RISE
SADLERS GREEN AND SUNNY BANK,
STABLE LANE, FINDON
WEST SUSSEX

BETWEEN
1. Mr C J H COSTELLO
Mr & Mrs L T LANFEAR
Mrs G A MCCLUSKER
Mr F M J WHITE
(THE OWNERS)

AND

2. CHARLES JAMES HOMES LIMITED
(THE APPLICANTS)

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CHARLES JOHN HENRY COSTELLO

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LESLIE THOMAS LANFEAR
in the presence of

Signed as a Deed by
MICHELLE LOUISE LANFEAR
in the presence of

Signed as a Deed by
GILLIAN ANN McCUSKER
in the presence of

Signed as a Deed by
FREDERICK MAURICE JAMES WHITE
in the presence of

Signed as a Deed by
CHARLES JAMES HOMES LIMITED
acting by two of its officers

[redacted]

Signed for and on behalf of HALIFAX PLC

The Common Seal of Halifax plc
was affixed in the presence of:

[redacted]

Authorised Signatory

Signed for and on behalf of HSBC BANK PLC .....

[redacted]

ARUN DISTRICT COUNCIL FN/43/06/

