

Planning Application Reference:	FP/179/11/
Document Type:	Section 106 agreement
Date of Agreement:	29th November 2011

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: 28th November 2011

Between:

[1]	JA Owen and AM Owen	[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 No 30 Limmer Lane Felpham
West Sussex**

To pay affordable housing contribution of £48,924.00

Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF
DX57406 LITTLEHAMPTON
Reference: FP/179/11

1. THIS DEED is by undertaking and is dated 28th November 2011 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	John Ashington Owen and Angela Mary Owen both of West Sussex
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 WSX29101 of land at No 30 Limmer Lane Felpham West Sussex ("The Land") shown for identification only edged black on the attached plan and the applicant for planning permission described below
	Planning Permission has been sought under Application Ref: FP/179/11 for demolish existing dwelling and erect 6 apartments 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 ADC is minded to grant the Planning Application 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	£48,924.00	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	£100 minor application] PLUS £50 per planning obligation in the deed viz 1 x 50 = 150 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.

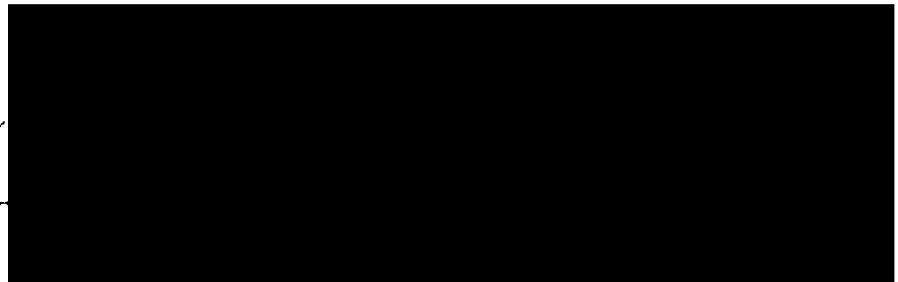
If ADC is Payee :
Head of Planning Services Arun District Council Arun Civic Centre Maltravers Road Littlehampton West Sussex BN 17 5LF DX 57406 Littlehampton

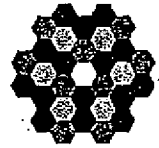
Please answer all the questions.

1. Payment to be made by/on behalf of 
2. Land at: 30 Limmer Lane
3. Agreement dated: 28th November 2011
4. Planning application reference number [where applicable] FP/179/11
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 WSX29101

Edition date 07/05/1998

- This official copy shows the entries on the register of title on 22 NOV 2011 at 11:29:27.
- 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 22 Nov 2011.
- 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 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 30 Limmer Lane, Felpham.
- 2 There are excluded from the registration of the land tinted pink on the filed plan the mines and minerals and ancillary rights excepted and reserved by the Vesting Deed dated 31 December 1929 referred to in the Charges Register in the following terms:-

"Except and reserved unto the Vendor his successors and assigns all mines quarries and minerals whatsoever whether opened or unopened within and under the said property or any part thereof and lying below a depth of Two hundred feet together with full powers for the Vendor his successors and assigns and his and their lessees and Agents and all persons by him and them authorised with workmen and others from time to time and at all times hereafter by means of underground workings or operations only to win work get and carry away the said mines quarries and minerals and any mines quarries and minerals in upon or under any adjacent or other lands and with full powers for those purposes to withdraw vertical and lateral support from the surface of the said property and from any buildings or works now erected or hereafter to be erected thereon notwithstanding any subsidence or other injury or damages that may thereby be occasioned to the said property or any buildings or works as aforesaid or any other injury damage or loss whatsoever arising whether directly or indirectly from any such workings or operations as aforesaid which may be sustained by the Purchasers or their successors in title so nevertheless that the person or persons actually working under or by virtue of any of the powers aforesaid shall pay to the Purchasers or other the owner or occupier for the time being of the said property reasonably compensation for or in respect of any injury or damage to be thereby occasioned to any buildings or works now erected on the said property such compensation to be fixed if the parties cannot agree by an Arbitrator to be agreed upon between them or in case of their not being able to agree upon such Arbitrator them by two disinterested persons as Arbitrators one to be chosen by each party or their Umpire and any such arbitration shall so

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.

A: Property Register continued

far as applicable be governed by the provisions of the Arbitration Act 1889 or any statutory modification thereof PROVIDED ALWAYS that nothing herein contained shall be deemed to authorise the Vendor or his successors or assigns demise or work the said excepted minerals otherwise than in accordance with the provisions of the said Ecclesiastical Leasing Acts."

- 3 There are excluded from the registration of the land tinted blue on the filed plan the mines and minerals and ancillary rights excepted and reserved by the Conveyance dated 28 February 1930 referred to in the Charges Register in identical terms with those contained in the Vesting Deed dated 31 December 1929 referred to above.

- 4 A Transfer of the land tinted blue on the filed plan dated 30 November 1970 made between (1) Tamworth Investments Limited and (2) Kathleen Mary Neale Knight contains the following provision:-

"PROVIDED ALWAYS that the Purchaser and her successors in title shall not by virtue of this Deed acquire any right of light or air which would prejudice the free use and enjoyment of any adjoining land of the Vendor for building or for other purposes."

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 (25.03.1988) Proprietor: JOHN ASHINGTON OWEN and ANGELA MARY OWEN his Wife, both of 30 Limmer Lane, Felpham, Bognor Regis, W Sussex.
- 2 (07.05.1998) RESTRICTION: No disposition by a sole proprietor of the land (not being a trust corporation) under which capital money arises is to be registered except under an order of the registrar or of the Court.

C: Charges Register

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

- 1 A Vesting Deed of the land tinted pink on the filed plan and other land dated 31 December 1929 made between (1) The Reverend Frank Rowland Lees (Vendor) (2) The Ecclesiastical Commissioners for England (Commissioners) (3) The Dean and Chapter of The Cathedral Church of The Holy Trinity of Chichester (4) Cuthbert Harry Knight and Kathleen Mary Neale Knight (Purchasers) and (5) Westminster Bank Limited contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 A Conveyance of the land tinted blue on the filed plan and other land dated 28 February 1930 made between (1) The Rev. Frank Lowland Lees (Vendor) (2) The Ecclesiastical Commissioners for England (the Commissioners) (3) The Dean and Chapter of the Cathedral Church of the Holy Trinity of Chichester and (4) Sir Frederick George Penny (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 A Conveyance of the land tinted blue on the filed plan and other land dated 30 October 1959 made between (1) The Old Rectory (Felpham) Limited (Vendor) (2) Foxfen Investments Limited (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 4 The land tinted blue on the filed plan is subject to rights of drainage and rights in respect of water gas electricity and telephone services.

Schedule of restrictive covenants

Schedule of restrictive covenants continued

- 1 The following are details of the covenants contained in the Vesting Deed dated 31 December 1929 referred to in the Charges Register:-

"AND the Purchasers to the intent and so as to bind the said property and premises hereby conveyed into whosoever hands the same may come and so as to enure for the benefit and protection of the neighbouring property now forming part of the glebe land of the said Benefices hereby covenant with the Vendor and also by way of separate covenant with the Commissioners that they the Purchasers will at all times observe and perform the restrictions stipulations and conditions specified in the Schedule hereto but not so as to render them or either of them personally liable in damages for any breach or non-observance of the same after they shall have parted with all interest in the said property.

THE SCHEDULE hereinbefore referred to

1. Not more than one private dwellinghouse with garage to be erected on the said land at a minimum cost of £1,200 (such cost to include such garage and the cost of fencing the said land where necessary making up the garden and the construction of metalled or gravelled paths or roadways for use in connection with the occupation of the premises) such dwellinghouse and premises to be used only as a private dwellinghouse or for the carrying on of such profession as may be approved by the Vendor such approval not to be unreasonably withheld.
2. To use the land remaining unbuilt upon only as paddock or garden ground in connection with such private dwellinghouse and to keep the same neat and in good order and condition.
3. No sand gravel or clay to be excavated except where necessary for digging foundations.
4. Nothing to be done on the said premises hereby conveyed which may be or become a nuisance damage or annoyance to the Vendor or other the Vicar of Felpham for the time being his Lessees Tenants or the neighbourhood and no advertisement to be exhibited thereon.
5. The Purchasers to erect to the reasonable satisfaction of the Vendor at the own cost an efficient wooden or cleft chestnut fence along the western boundary of the said land and thereafter maintain such fence to the like satisfaction.
6. That the Vendor and his successors in title shall have full right to erect or suffer to be erected any buildings or erections upon or to deal in any way that he or they shall think fit with the remainder of the adjoining glebe lands notwithstanding the light or air or the passage thereof to the said property hereby conveyed or any buildings for the time being thereon shall be thereby obstructed diminished prejudiced or affected.
7. The plans and position of the house and any other buildings to be erected on the land shall be submitted to and approved of in writing by the Vicar for the time being of Felpham and the said Dean and Chapter."

- 2 The following are details of the covenants contained in the Conveyance dated 28 February 1930 referred to in the Charges Register:-

"And the Purchaser to the intent and so as to bind the said property and premises hereby conveyed into whosoever hands the same may come and so as to enure for the benefit and protection of the neighbouring property now forming part of the glebe land of the said Benefices hereby covenants with the Vendor and also by way of separate covenant with the Commissioners that he the Purchaser will at all times observe and perform the restrictions stipulations and conditions specified in the Schedule hereto but not so as to render him personally liable in damages for any breach or non-observance of the same after he shall have parted with all interest in the said property.

THE SCHEDULE hereinbefore referred to

1. Nothing except private dwellinghouses with garages to be erected upon the land at a minimum cost of One Thousand five hundred pounds for

Schedule of restrictive covenants continued

each house and no buildings to be erected thereon nearer than fifty feet to the southern boundary of the grounds of the Parsonage House marked "Vicarage and Grounds" on the said plan such private dwellinghouse and premises not to be used except as private dwellinghouses or for the carrying on of such profession as may be approved by the Vendor such approval not to be unreasonably withheld

2. Not to use the land remaining unbuilt upon for any other purpose than as a Paddock or Garden Ground in connection with the premises known as "The Old Rectory" and to keep the same in neat order and condition.

3. No sand gravel or clay to be excavated except where necessary for digging foundations.

4. Nothing to be done on the land which may be or become a nuisance or annoyance to the Vicar for the time being of Felpham aforesaid his lessors or Tenants or the neighbourhood and no advertisement to be exhibited thereon.

5. The Purchaser to forthwith erect at his own cost to the satisfaction of the Vendor and to maintain to the like satisfaction a cleft chestnut or other efficient fence between the points A B and B C on the said plan so as to separate the land sold from the adjoining Glebe.

6. The Vendor and his successors in title shall have full right to erect or suffer to be erected any buildings and erections upon or to deal in any way that he or they shall think fit with the remainder of the adjoining glebe lands notwithstanding that the light or air of the passage thereof to the said property hereby conveyed or any buildings for the time being thereon shall be thereby obstructed diminished prejudiced or affected."

NOTE 1:-The land tinted blue on the filed plan does not fall within 50 feet of the boundary referred to in clause 1 above.

NOTE 2:-The points A B referred to in clause 5 above affect the western boundary of the land tinted blue on the filed plan. B+C do not affect the land tinted blue on the filed plan.

3 The following are details of the covenants contained in the Conveyance dated 30 October 1959 referred to in the Charges Register:-

"FOR the benefit and protection of the adjoining land of the Vendor shown edged with green on the said plan or any part or parts thereof and so as to bind so far as may be the land hereby conveyed into whosoever hands the same may come the Purchaser hereby covenants with the Vendor that the Purchaser and its successors in title will at all times hereafter observe and perform the stipulations set out in the First Schedule hereto.

THE FIRST SCHEDULE hereinbefore referred to

(a) No building or work of any work shall be commenced on the land hereby conveyed until detailed plans and specifications of the layout of the whole site and detailed plans and elevations and specifications of all buildings to be erected thereon shall have been submitted to and approved in writing by the Vendor or its surveyors such approval not to be unreasonably withheld but the Vendor shall be entitled to refuse its approval of any plans which in the opinion of its Director or Surveyors would not be in keeping with the Development of the land as a high class residential area preserving so far as practicable the amenities of the said land shown edged green on the said plan and of the neighbourhood.

(b) Within six months from the date of this Deed the Purchaser shall erect and forever after maintain a substantial wall or fence of a type approved in writing by the Vendor or its Surveyor along that part of the boundary of the land hereby conveyed marked C-D-E-F-G on the said plan annexed hereto or along such part thereof as the Vendor may require.

(c) There shall not be erected on the said land any buildings other

Title number WSX29101

Schedule of restrictive covenants continued

than private dwellinghouses (which expression shall include bungalows and terraced houses) with necessary outbuildings and garages.

(d) No trade or business other than the business of a doctor dentist solicitor or similar profession shall be carried on upon the said land or any part thereof and no act or thing shall be done or suffered to be done thereon which shall be or grow to be a nuisance or annoyance to the owners or occupiers of the said adjoining land or the neighbourhood."

NOTE :-The boundary referred to in clause (b) above does not affect the land tinted blue on the filed plan.

End of register

H. M. LAND REGISTRY

NATIONAL GRID PLAN

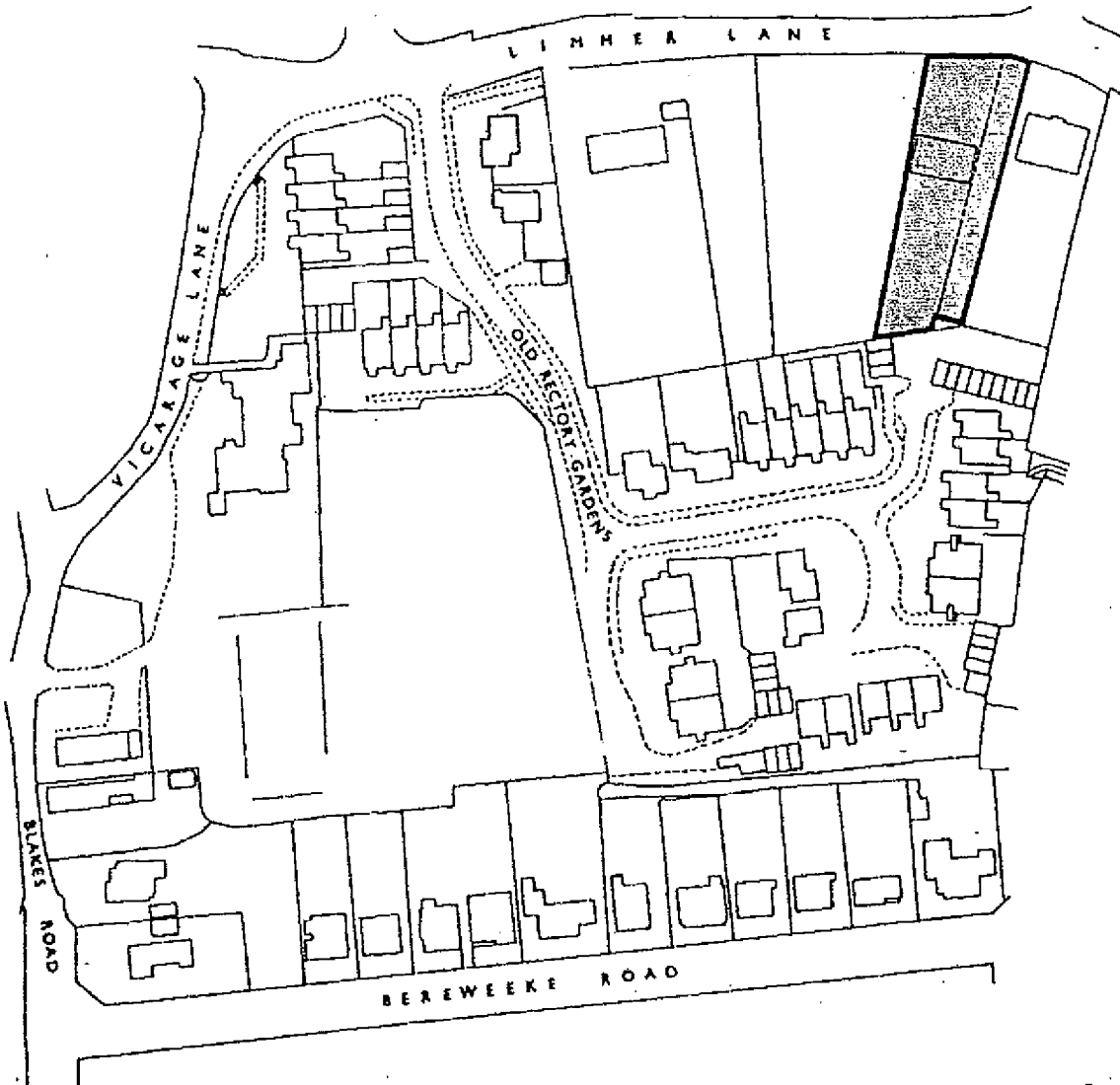
SZ 9599

SECTION B

WEST SUSSEX

ARUN DISTRICT

Scale 1/1250



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TITLE No. WS X29101

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 22 November 2011 shows the state of this title plan on 22 November 2011 at 11:29:27. 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*.

This title is dealt with by the Land Registry, Durham Office.

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