

Planning Application Reference:	FP/185/10
Document Type:	Section 106 Agreement
Date of Agreement:	16th December 2010

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: 15 December 2010

Between:

[1] SCL. Ltd.

[The Owner]

[2] SDL. Ltd.

[The Applicant]

~~[3]~~

~~[The Mortgagee]~~

[4] Arun District Council

[ADC]

~~FIRST DRAFT~~ 26/11/10

PLANNING OBLIGATION

under Section 106 of the Town & Country Planning Act 1990
and other powers relating to Land at 15 Limmer Lane Felpham
West Sussex

To pay affordable housing contribution of £9,128.00

~~SUBJECT TO FINAL DETERMINATION~~

Delwyn Jones
Planning Solicitor
Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF

Reference: FP/185/10

15 December 2010

1. THIS DEED is by undertaking and is dated 20 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	of 15 Limmer Lane, Felpham, West Sussex. PO22 7ET
Applicant	SCL. Ltd.
~~Mortgagee~~	
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 279993 of land at 15 Limmer Lane Felpham West Sussex ("The Land") shown for identification only edged black on the attached plan
Applicant	The Applicant for Planning Permission under Application Ref: FP/185/10 for 1 2 storey 3 bedroom dwelling and 1 single storey 2 bedroom dwelling and "Planning Applications" and "Development" shall be construed accordingly
~~Mortgagee~~	~~Mortgagee of~~ _____
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 Applicant 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 .
- 4.2 The Mortgagee agrees and consents to the Owner and the Applicant entering into this Deed and to the land being bound by its terms.

5. CONTRIBUTIONS PAYABLE

- 5.1 The Owner and the Applicant 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 start of the Development	£9,128.00	Affordable Housing in the vicinity of the development

- 5.2 The Owner and the Applicant undertakes with ADC not to start the Development until the payment is made.

6. ADDITIONAL CLAUSES

The Owner and the Applicant undertakes with ADC as follows:-

6.1 Start Date of this Deed and Obligations

6.1.1. This Deed will take effect on the grant of the Planning Permission.

6.1.2. 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 .

6.1.3. 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.

6.2 Index Linking

General

6.2 The Owner and the Applicant undertake to ADC that any sums payable by the Owner or the Applicant under this agreement 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 agreement

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 agreement

$\frac{C}{D}$

is equal to or greater than 1

The adjustment in clause 6.1 shall only be made where the Specified /Payment Date is more than 6 months after the date of this undertaking

6.3 Interest of Payments

The Owner and the Applicant 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.

6.4 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.

6.5 Legal and Administrative Costs

The Owner and the Applicant agree with ADC :

Legal Costs of ADC

- 6.5.1 The Owner and the Applicant has prior to completion of this Deed paid to ADC the reasonable legal costs of ADC on entering into this Deed in the sum of £450 receipt of which ADC hereby acknowledges

Monitoring Costs of ADC

- 6.5.3 to pay on commencement of the Development to the ADC a contribution of £100 [minor application] incurred in monitoring compliance with this Agreement

- 6.5.4 to pay on commencement of the Development to the ADC their additional standard administrative costs incurred in monitoring compliance with each obligation contained in this Agreement in the sum of £50 for each obligation [amounting in total to £150.00 calculated as follows :-

Affordable Housing x 50

[GRAND TOTAL from clauses 6.5.3 and 6.5.4 = 100 + 50 = £150.00

- 6.5.5 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

- 6.6.6 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. GENERAL

- 7.1 This Deed is not a Planning Permission or any other form of consent under any other function of ADC .
- 7.2 This Deed does not restrict or fetter the statutory powers of ADC .
- 7.3 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.
- 7.4 This Deed confers no benefit on any Third Party under Contracts (Third Party Rights) Act 1999.

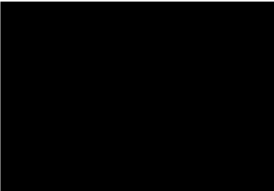
7.5 This Deed shall apply to the Development as authorised by the Planning Permission or as varied or renewed from time to time.

7.6 This Deed is a Local Land Charge and shall be registered as such.

8. VERIFICATION OF TITLE AND OBLIGATIONS

If the Applicant is not the freehold owner of the Land when this Deed is signed then the Applicant will:-

- (i) on becoming the freehold owner notify ADC in writing as soon as practicable.
- (ii) when and if required by ADC enter into and execute a Deed to Verify the Applicants Title as freeholder and to reconfirm the Planning Obligations set out herein including re-executing this Deed.

THIS DEED  by the parties as a Deed on the date first appearing.

Director.

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.

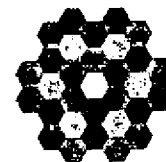
This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from Land Registry.

This official copy is issued on 03 December 2010 shows the state of this title plan on 03 December 2010 at 11:26:52. 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*.

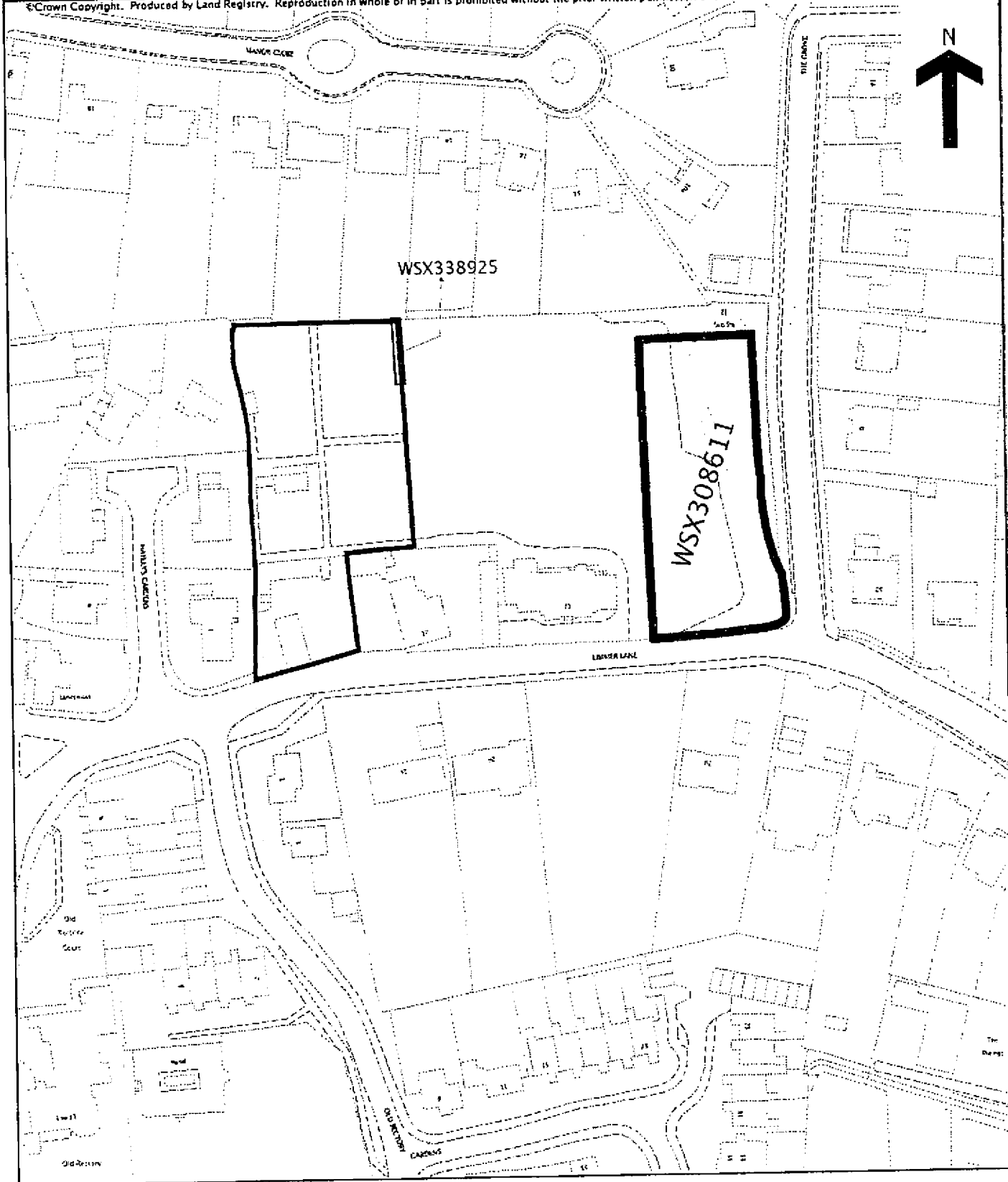
This title is dealt with by the Land Registry, Durham Office .

Land Registry Official copy of title plan

Title number **WSX279993**
Ordnance Survey map reference **SZ9599NW**
Scale **1:1250**
Administrative area **WEST SUSSEX : ARUN**



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This official copy is incomplete without the preceding notes page.

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.



Official copy of register of title

Title number WSX279993 Edition date 11.01.2010

- This official copy shows the entries on the register of title on 13 DEC 2010 at 15:09:03.
- 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 13 Dec 2010.
- 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 (07.04.2004) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being 15 Limmer Lane, Bognor Regis (PO22 7ET).
- 2 (23.06.2004) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.
- 3 (02.04.2007) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 4 (02.04.2007) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered WSX308611 in green on the title plan and other land dated 16 October 2006 made between (1) David Alun Pryce, Madeleine Mary Pryce and Michael George Auchel Copeman and (2) Crayfern Homes Limited.

NOTE: Copy filed under WSX308611

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 (11.01.2010) PROPRIETOR: SHADYCLAY LIMITED (Co. Regn. No. 03312592) of Waterloo Villa, Waterloo Road, Bognor Regis, West Sussex PO22 7EH.
- 2 (11.01.2010) The price stated to have been paid on 20 November 2009 was £485,000.

Title number WSX279993

End of register

