

Planning Application Reference:	FP/194/12/
Document Type:	Unilateral Undertaking
Date of Agreement:	8th October 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

Please use this Form if your planning application is for between 1 to 6 houses

Dated *8th October* 2012

[1] The Owner: Mr Bruce Eric Ball and Mrs Rhonda May Ball

[2] The Mortgagee: none

UNILATERAL UNDERTAKING

Under Section 106 of the Town and Country Planning Act 1990 concerning land at 119 Felpham Way, Felpham, PO22 8QB

Planning Application Ref: *FP/194/12*
Contributions for Affordable Housing of £9128
Monitoring Fee £150.00

Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF
Tel: 01903 737500
DX: 57406 Littlehampton

THIS UNILATERAL UNDERTAKING is given this *8th October* 2012

By Mr Bruce Eric Ball and Mrs Rhonda May Ball

Of 6 Broomcroft Road, Felpham, PO22 7NJ

("the Owner") IN FAVOUR OF Arun District Council of Arun Civic Centre Maltravers Road Littlehampton West Sussex BN 17 5LF with the agreement and consent of :-

N/A

("The Mortgagee")

1. Background

- 1.1 The Owner is the freehold owner of the Land.
- 1.2 Arun District Council is the local planning authority for the purposes of this Deed for the area within which the Land is situated
- 1.3 The Owner has applied or intends to apply to the Council for planning permission to develop the Land
- 1.4 The Council has not determined the Application
- 1.5 In order to secure the best use of land and a properly planned environment the Owner is desirous of binding the Land in the terms set out hereinafter and the Mortgagee agrees to join in this Deed and for the Land to be bound by its terms

2. Definitions

In this Undertaking

- 2.1 Any reference to a clause is to one in this Deed and the headings of clauses are for ease of reference and do not form part of this Deed
- 2.2 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 deriving validity from it
- 2.3 'The Act' means the Town and Country Planning Act 1990 (as amended)

- 2.4 'Application' means the planning application submitted or to be submitted by the Owner seeking planning permission to develop the Land by building houses in the manner described in the Application
- 2.5 "Affordable Housing Contribution" means the sum of £9128 for the purpose of providing or helping to provide Affordable Housing as defined within Annex 2 The Glossary to The National Planning Policy Framework within the whole of the Arun District
- 2.6 Land' means the land at 119 Felpham Way, Felpham, PO22 8QB shown edged black on the attached Plan.
- 2.7 "Development" means the development authorised by the Planning Permission issued pursuant to the Application

3. Enabling Provisions

3.1 This Unilateral Undertaking:

- 3.1.1 is given by the Owner to the Council
- 3.1.2 is made pursuant to the provisions of S106 of the Act
- 3.1.3 is a planning obligation for the purposes of that S106 of the Act
- 3.1.4 is given with the intent to bind the Owner's interest in the Land
- 3.1.5 shall be enforceable by the Council as local planning authority
- 3.1.6 is executed by the Owner as a Deed

4. Commencement

The provisions of this Deed shall take effect on the completion of this Deed of undertaking by the Owner

5. Contributions

The Owner undertakes to pay to the Council the Affordable Housing Contribution on or before commencement of the Development to be authorised by any Planning Permission issued pursuant to the Application

6. Monitoring and Implementation Costs

6.1 The Owner and the Applicant undertakes with the Council to :-

- [a] pay in addition to the above Contribution
- [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
The Council	On Commencement of the Development	£150	ADC Monitoring of compliance with the Deed and subsequent expenditure of the Contribution Sum by the Council

6.2 For the avoidance of doubt the Council 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 the Council 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

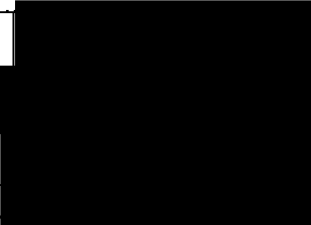
7. Registration of this Unilateral Undertaking

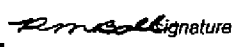
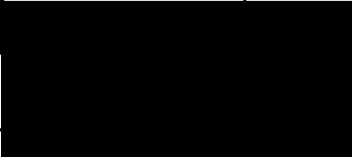
The Owner acknowledges that this Unilateral Undertaking shall be registered as a local land charge in the Register of Local Land Charges maintained by the Council

8. Costs

The Owner undertakes to pay to the Council the sum of its reasonable legal costs of £200 on or before Completion of this Deed

SIGNED as a DEED

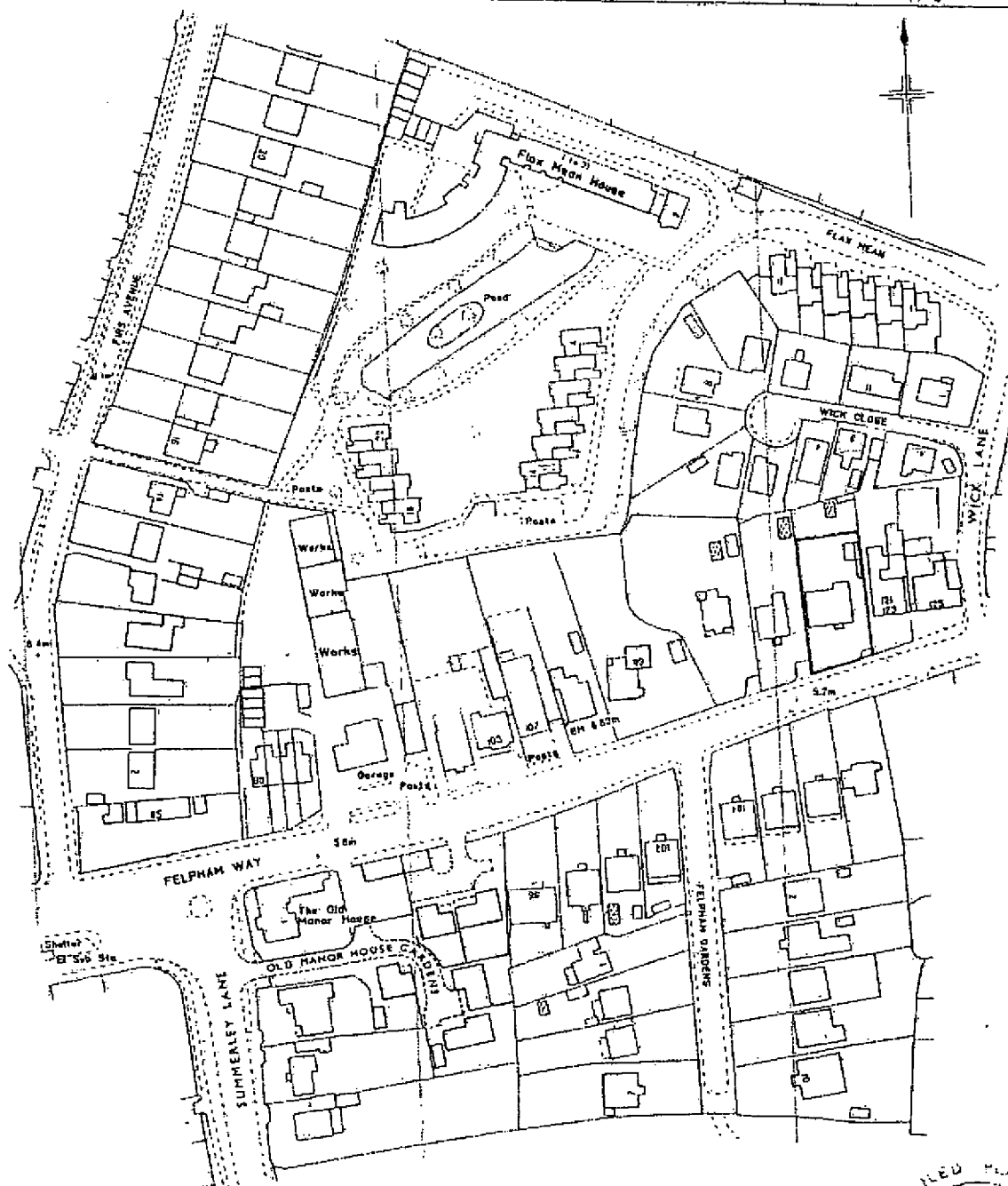
By THE OWNER/S in the presence of	Bruce Eric Ball	
Name		
Address	20 SUDLEY ROAD, BOWEN RENS, W. ILL.	
Occupation	SURVEYOR	

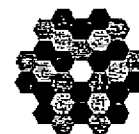
By THE OWNER/S in the presence of	Rhonda May Ball	 signature
Name		
Address	20 SUDLEY ROAD, BOWEN RENS, W. ILL.	
Occupation	SURVEYOR	

SIGNED as a DEED

By THE MORTGAGEE in the presence of	N/A	signature
Name		
Address		
Occupation		

H.M. LAND REGISTRY		TITLE NUMBER	
		WSX189137	
ORDNANCE SURVEY PLAN REFERENCE	SU 9500	SECTION N	Scale 1/1250
COUNTY WEST SUSSEX	DISTRICT ARUN	© Crown Copyright 1979	





Title number WSX189187

Edition date 13.06.2012

- This official copy shows the entries on the register of title on 05 NOV 2012 at 11:42:06.
- 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 05 Nov 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 (06.07.1994) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 119 Felpham Way, Bognor Regis (PO22 8QB).

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 (13.06.2012) PROPRIETOR: BRUCE ERIC BALL and RHONDA MAY BALL of 119 Felpham Way, Bognor Regis, West Sussex PO22 8QB.
- 2 (13.06.2012) The price stated to have been paid on 6 June 2012 was £185,000.
- 3 (13.06.2012) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

C: Charges Register

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

- 1 (06.07.1994) A Transfer of the land in this title dated 28 June 1994 made between (1) Ernest Wyndham Arthur Burge and Ann Burge (Sellers) and (2) Bruce Eric Ball and Rhonda May Ball (Buyers) contains the following covenants:-

"For the benefit and protection of the retained land and each and every

Title number WSX189187

C: Charges Register continued

part thereof the buyers hereby jointly and severally covenant with the sellers that they and their successors in title to the property hereby transferred will not install any windows above Ground Floor Level in the north wall of the bungalow (or any addition thereto) now erected on the land hereby transferred or on part thereof nor above ground floor level in the north wall of any other building or buildings or any additions thereto which may from time to time be erected on the property hereby transferred or on any parts thereof.

The buyer hereby jointly and severally covenant with the sellers and their successors in title to the retained land that the buyers and their successors in title to the property hereby transferred will at all times hereafter maintain a good and sufficient boundary wall not less than six feet high along the full width of the northern boundary of the property hereby transferred."

- 2 (06.07.1994) The land is subject to the following rights reserved by the Transfer dated 28 June 1994 referred to above:-

"There is excepted and reserved out of the property hereby transferred unto the sellers and the owner or owners from time to time of the adjoining property shown edged green on the said plan annexed hereto ("the retained land") and each and every part thereof all such rights easements and privileges and quasi rights easements and privileges as now exist or would have or be deemed to have existed if the property hereby transferred and the retained land and each and every part thereof had at all times prior to this transfer been in separate ownership."

NOTE: The land edged green referred to adjoins the northern boundary of the land in this title.

End of register