Dated: 13th August 2012

Between:

[1] R H Davies (Investments) Limited [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 Church House 94 Felpham Road Felpham West Sussex PO22 7PG

To pay affordable housing contribution of £36,632.00

Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF
DX57406 LITTLEHAMPTON
Reference: FP/140 /12

1. **THIS DEED** is by undertaking and is dated 13th August 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	R H Davies (Investments) Limited Co Reg No 00375161 of No 168 Church Road Hove East Sussex BN3 2DJ
~~Lessee~~	~~AVN Petersons Limited Co Reg No 04396447 of Suite 2 Church House Felpham PO22 7PG~~
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	The Owner under Title No WSX 343765 of the Land at Church House 94 Felpham Road West Sussex PO22 7PG in relation to which a Planning Permission has been sought under Application Ref: for FP/ 40 /12 for change of use of offices to five [5] flats and "Planning Applications" and "Development" shall be construed accordingly
~~Lessee~~	~~Lessee of part of the Land under Title No WSX 348242~~
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 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 ~~and the Lessee~~ 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	£36,632.00	Affordable Housing within the whole of the Arun District.

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

6.1 LEGAL AND MONITORING COSTS

The Owner and the Lessee 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	£150 minor application	ADC Monitoring of compliance with the Deed

Legal Costs of ADC

6.1 ADC acknowledges the receipt of 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 ~~and the Lessee~~ 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 Lessee~~ 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 ~~and the Lessee~~ undertake to ADC that any sums payable by the Owner ~~or the Lessee~~ 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 ~~and the Lessee~~ 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 or re submitted 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.

[redacted] DIRECTOR.

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 Littelehampton 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

Land Registry

Official copy of register of title

Title number WSX343765 | Edition date 24.06.2011

- This official copy shows the entries on the register of title on 02 AUG 2012 at 14:57:17.
- 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 02 Aug 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 (24.06.2011) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Church House, 94 Felpham Road, Felpham, Bognor Regis (PO22 7PG).

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 (24.06.2011) PROPRIETOR: R. H. DAVIES (INVESTMENTS) LIMITED (Co. Regn. No. 00375161) of Church House, 94 Felpham Road, Felpham, Bognor Regis, West Sussex PO22 7PG and of PO Box 1053, Littlehampton, West Sussex BN16 4NN.

2 (24.06.2011) The value stated as at 24 June 2011 was £450,000.

3 (24.06.2011) The Conveyance 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 (24.06.2011) The land is subject to the rights granted by a Deed of Release dated 17 November 1967 made between (1) Peter Russell William Harper and (2) Aylwin Blundell & Co. Limited.

NOTE: Copy filed.

C: Charges Register continued

2 (24.06.2011) The land is subject to the rights, provisions & restrictive covenants contained in the various Deeds referred to in a Conveyance of the land in this title dated 10 April 1969 made between (1) Peter Russell Williiam Harper (Vendor) (2) P B Harper (Construction) Limited and (3) Roy Desmond Cheeseman (Purchaser).

NOTE 1:- No further details of the Deeds referred to, apart from the Deed dated 17 November 1967 referred to above, were supplied on first registration.

NOTE 2: Copy filed.

3 (24.06.2011) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.
The leases grant and reserve easements as therein mentioned.

Schedule of notices of leases

1	24.06.2011 Edged and numbered 1 in blue (part of)	Suite 6	17.09.2007 10 years from 01.06.2007	WSX318242

End of register

Land Registry Official copy of title plan

Title number **WSX343765**
Ordnance Survey map reference **SZ9499NE**
Scale **1:1250**
Administrative area **ARUN**

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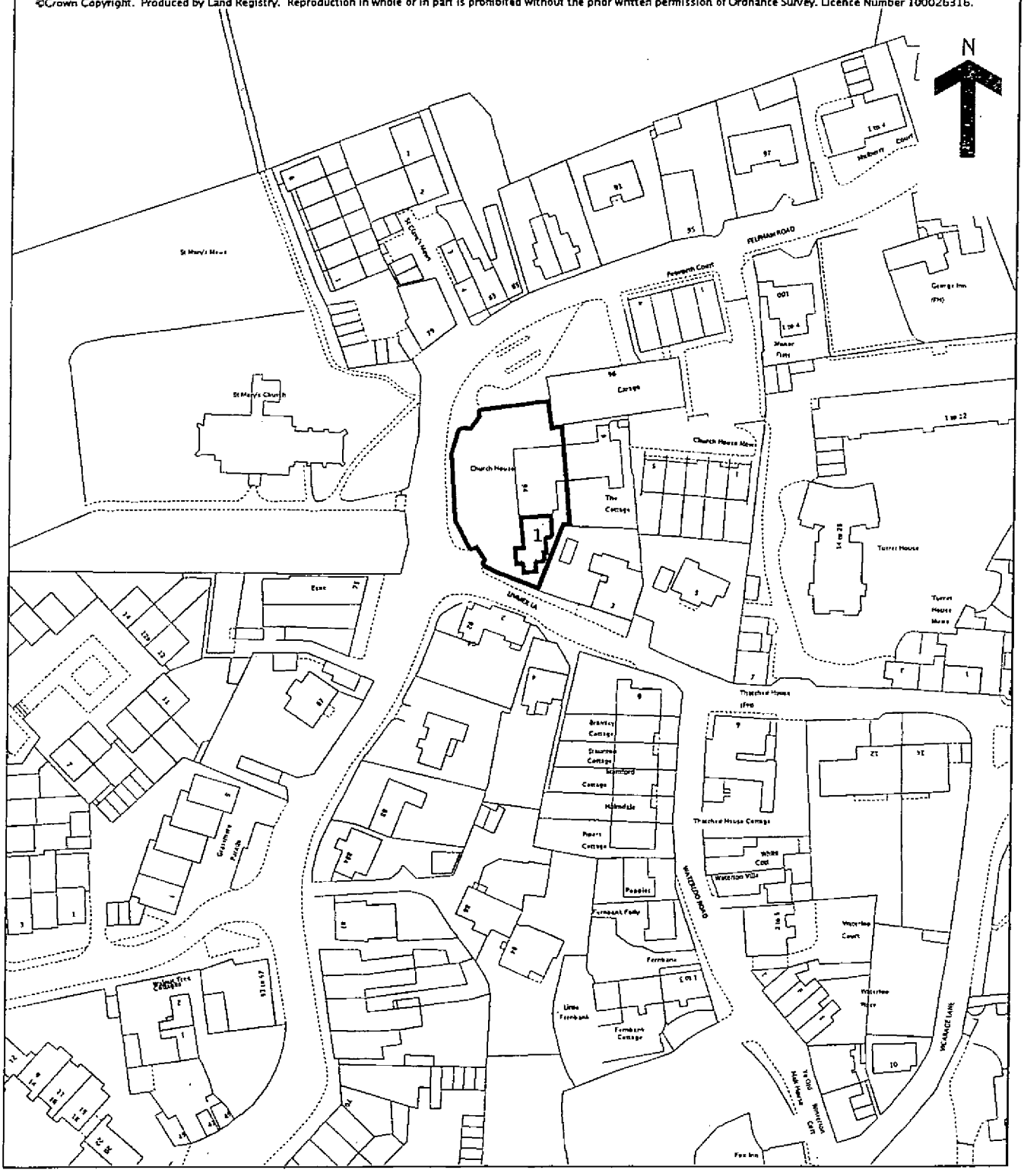

This official copy is incomplete without the preceding notes page.

Land Registry Official copy of title plan

Title number **WSX318242**
Ordnance Survey map reference **SZ9499NE**
Scale **1:1250**
Administrative area **West Sussex: Arun**

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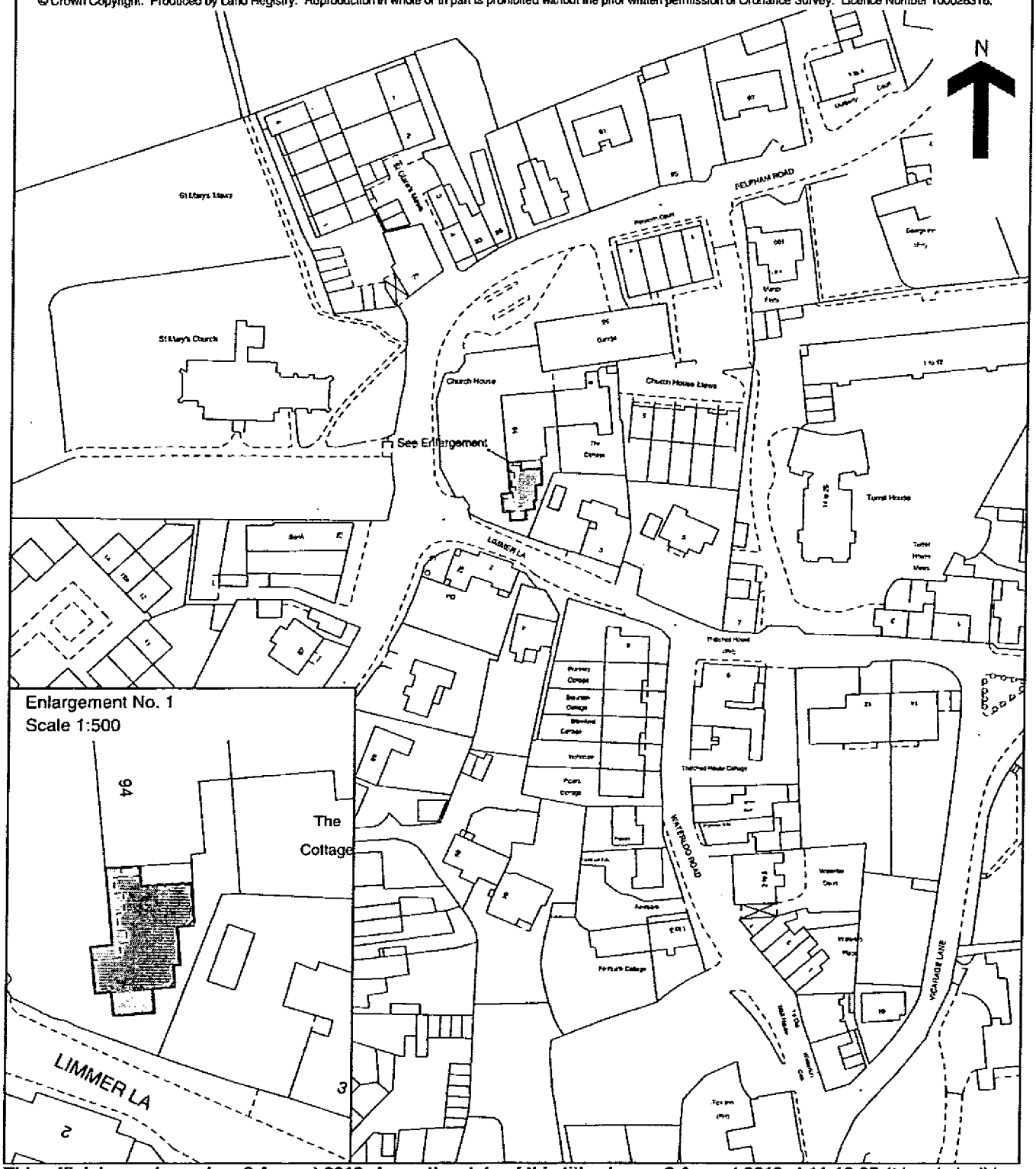

This official copy issued on 6 August 2012 shows the state of this title plan on 6 August 2012 at 11:16:05. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).
This title plan shows the general position, not the exact line, of the boundaries. It may be subject 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 19 - Title Plans and Boundaries.
This title is dealt with by Land Registry, Durham Office.

Land Registry

Official copy of register of title

Title number WSX318242 Edition date 10.04.2008

- This official copy shows the entries in the register of title on 6 August 2012 at 11:16:05.
- 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 6 August 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 (10.04.2008) The Leasehold land shown edged with red on the plan of the above title filed at the Registry and being Suite 6, 94 Felpham Road, Bognor Regis (PO22 7PG).

NOTE 1: As to the part tinted pink on the title plan only the Ground Floor is included in the title.

NOTE 2: As to the part tinted blue on the title plan only the Ground and First Floors are included in the title.

NOTE 3: As to the part tinted yellow on the title plan only the First floor is included in the title.

2 (10.04.2008) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 17 September 2007
Term : 10 years from 1 June 2007
Parties : (1) R H Davies Invetsments Limited
(2) AVN Petersons Limited

3 (10.04.2008) The title includes any legal easements referred to in clause LR11.1 of the registered lease but is subject to any rights that are granted or reserved by the lease and affect the registered land.

4 (10.04.2008) There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the Lease.

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 (10.04.2008) PROPRIETOR: AVN PETERSONS LIMITED (Co. Regn. No. 04396447) of Suite 2, Church House, Felpham, Bognor Regis, West Sussex PO22 7PG.

C: Charges register

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

1 (10.04.2008) The land is subject to the rights, provisions & restrictive covenants contained in the various Deeds referred to in a Conveyance of the freehold estate in the land in this title and other land dated 10 April 1969 made between (1) Peter Russell Williiam Harper (Vendor) (2) P B Harper (Construction) Limited and (3) Roy Desmond Cheeseman (Purchaser).

NOTE:- No further details of the Deeds referred to were supplied on first registration.

End of register